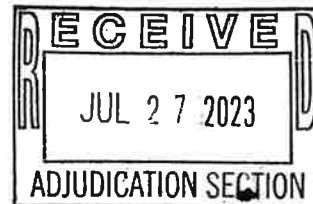


SIMPSON THACHER & BARTLETT LLP

600 TRAVIS ST., STE 5400
HOUSTON, TX 77002



DIRECT DIAL NUMBER
(713) 821-5627

July 24, 2023

Re: BOEM Category 3, Non-Required Filing

Document: UCC-3 Fixture Filing Amendment

**Leases: OCS-G 00498, 00465, 00456, 00457, 00461,
00462, 01960, 00463, 00464, 01260, 01899, 01572**

Bureau of Ocean Energy Management
1201 Elmwood Park Blvd.
New Orleans, LA 70123-2394

Attention: Adjudication

Dear Bureau:

Enclosed are an original and duplicate copy of a UCC-3 Fixture Filing Amendment from Venice Gathering System to Alter Domus (US) LLC, covering the referenced leases. Please have this document filed as a Category 1 Deed of Trust required filing and return the duplicate copy to me with the stamped filing information.

Also enclosed is the receipt of the online payment with pay.gov. Thank you and if you have any questions, please call me at 713-821-5627.

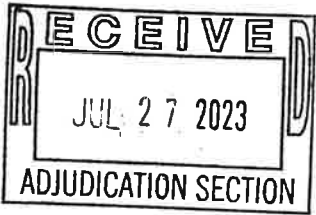
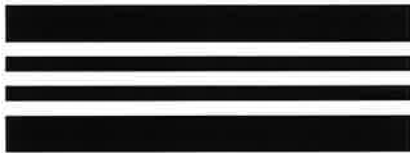
Bureau of Ocean Energy Management

-4-

Best Regards,

Vanessa Rocha
Senior Paralegal

Enclosures



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attn: LaTrece Heard, Senior Paralegal

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2022-0002968; Book 3822; Page 787 **07/26/2022**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes: **AND** Check one of these three boxes to:

This Change affects Debtor **or** Secured Party of record CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
------	-------	-------------	---------

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

All of Debtor's rights, titles and interests in and to the Property described in that certain First Amendment and Supplement to Act of Mortgage, Pledge Assignment, Security Agreement, Fixture Filing and Financing Statement, from Debtor in favor of Secured Party, a copy of which is attached hereto as Exhibit A.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Venice Gathering System LLC

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

10. OPTIONAL FILER REFERENCE DATA:
Filed with: Plaquemines Parish, LA Secured Party: Alter Domus (US) LLC, as Collateral Agent 004826-0009 (TU)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 2022-00002968; Book 3822; Page 787	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME	Venice Gathering System LLC
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME Venice Gathering System LLC			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut
 covers as-extracted collateral
 is filed as a fixture filing

17. Description of real estate:
See Exhibit A for Legal Description

16. Name and address of a RECORD OWNER of real estate described in item 17
 (if Debtor does not have a record interest):

18. MISCELLANEOUS:

EXHIBIT A

WHEN RECORDED, RETURN TO:
Simpson Thacher & Bartlett LLP
600 Travis, Suite 5400
Houston, TX 77002
Attention: Cameron Bettis

**FIRST AMENDMENT AND SUPPLEMENT TO ACT OF MORTGAGE, PLEDGE
ASSIGNMENT, SECURITY AGREEMENT, FIXTURE FILING
AND FINANCING STATEMENT**

BE IT KNOWN, that effective on the 23rd day of February, 2023 (the "Effective Date"),

BEFORE US, the undersigned Notaries Public, duly commissioned and qualified, in and for the respective jurisdictions referenced below, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

VENICE GATHERING SYSTEM, L.L.C., a Delaware limited liability company ("Mortgagor") with an address for notice hereunder of 2103 Research Forest Drive, Suite 300, The Woodlands, Texas 77380, whose last four digits of its federal taxpayer identification number are 6275, represented herein by the undersigned officer; and

ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacity, the "Agent") and as mortgagee, with an address for notice hereunder of 225 W. Washington St., 9th Floor, Chicago, IL 60606, represented herein by its undersigned duly authorized representative;

who, after being duly sworn, executed this First Amendment and Supplement to Act of Mortgage, Pledge, Assignment, Security Agreement, Fixture Filing and Financing Statement (this "Amendment") and declared and acknowledged as set forth below:

RECITALS

A. On June 29, 2022, Rosefield Pipeline Company, LLC and Rosefield Operating Company, LLC, as borrowers (the "Borrowers"), the several banks and other financial institutions from time to time party thereto, as lenders (the "Lenders"), and the Agent entered into that certain Senior Secured First Lien Term Loan Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which, upon the terms and conditions stated therein, the Lenders agreed to make loans and other extensions of credit to the Borrowers.

B. On June 29, 2022, the Borrowers, the Agent and the other Grantors from time to time party thereto executed the Guarantee and Collateral Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), pursuant to which, upon the terms and conditions stated therein, the Borrowers and

each other Grantor pledged, collaterally assigned and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Collateral (as defined therein), and agreed to guarantee the Secured Obligations.

C. On June 29, 2022, to secure the payment of Secured Indebtedness (as defined therein) and the performance of the obligations, covenants, agreements, warranties and undertakings of Mortgagor described therein, the Mortgagor executed that certain Act of Mortgage, Pledge, Assignment, Security Agreement, Fixture Filing and Financing Statement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Mortgage"), which Mortgage was duly recorded in the parishes and other jurisdictions set forth on Annex I hereto.

D. The Mortgagor and Agent desire to amend and supplement the Mortgage and Exhibit A attached thereto as more particularly described in this Amendment, to subject additional interests, property and rights to the lien, security interest, assignment and pledge of the Mortgage, by adding the additional properties described on Exhibit A attached hereto and made a part hereof for all purposes, together with any and all related property, interests and rights associated therewith analogous to the property, interests and rights described in subsections (A) through (G), of Section 1.1 of the Mortgage (the "Additional Properties").

NOW, THEREFORE, for good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Agent do hereby agree as follows and hereby amend, supplement and ratify the Mortgage as set forth herein.

1. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Mortgage.

2. From and after the execution of this Amendment, all references in the Mortgage (and any other Loan Document) to "this Mortgage" shall mean the Mortgage as amended and supplemented by this Amendment, as the same may from time to time be further amended or supplemented and each reference in this Mortgage to "this Agreement", "hereof", "herein", "hereby" or words of like import shall be deemed to be a reference to the Mortgage as amended by this Amendment.

3. Exhibit A to the Mortgage is hereby amended and supplemented by adding thereto, to subject to the lien, security interest, assignment and pledge of the Mortgage, the Additional Properties described on Exhibit A attached hereto. All references in the Mortgage to Exhibit A shall mean Exhibit A as amended and supplemented hereby, as the same may from time to time be further amended, supplemented or otherwise modified, and all references in the Mortgage to the "Mortgaged Properties" shall be deemed to include the Additional Properties for all purposes.

4. Mortgagor hereby confirms that it has heretofore mortgaged, assigned, warranted, pledged, hypothecated and confirmed to Agent, for the benefit of itself and the other Secured Parties, the Mortgaged Properties, granted to Agent, for the benefit of itself and the other Secured Parties, a continuing security interest in the Collateral, and assigned and pledged to Agent the Revenues. To the extent not already effected by the Mortgage, Mortgagor, to secure payment of the Secured Indebtedness and the performance of the obligations, covenants, agreements,

warranties, and undertakings of Mortgagor described in the Mortgage, does by these presents specially, to the fullest extent provided for, and subject to the same limitations, in said Mortgage, mortgages, assigns, warrants, pledges, hypothecates and confirms to Agent, for the benefit of itself and the other Secured Parties, up to the Maximum Secured Amount (described in Section 1.7 of the Mortgage), all of its right, title and interest in and to the Additional Properties, grants to Agent, for the benefit of itself and the other Secured Parties, a continuing security interest in and to the Additional Properties to the extent such Additional Properties constitute "Collateral" as defined and described in the Mortgage, and assigns, transfers, sets over, to the extent applicable under Louisiana law, and pledges, up to the Maximum Secured Amount (described in Section 1.7 of the Mortgage), to Agent all interests, rights and benefits derived from the Additional Properties, or arising from the operation thereof or from any contractual rights, contracts and other agreements comprising a part thereof, to the extent such interests, rights and benefits constitute "Revenue" as defined and described in the Mortgage.

5. The parties hereto hereby acknowledge and agree that except as specifically amended, changed or modified by this Amendment, the Mortgage shall remain in full force and effect in accordance with its terms. None of the rights, titles and interests existing and to exist under the Mortgage are hereby released, diminished or impaired, and Mortgagor hereby reaffirms all covenants, representations and warranties made in the Mortgage.

6. This Amendment may be executed in several counterparts, all of which are identical, except that, to facilitate recordation, certain counterparts hereof may include only that portion of Exhibit A which contains descriptions of the properties located in (or otherwise subject to the recording or filing requirements or protections of the recording or filing acts or regulations of) the parish in which the particular counterpart is to be recorded, and other portions of Exhibit A shall be included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Mortgage containing the entire Exhibit A have been retained by Mortgagor and Agent.

7. This Amendment shall be construed and enforced in accordance with and governed by the laws of the State of Louisiana and the laws of the United States of America.

8. The parties hereto authorize and direct the Clerk of Court for the Parish of Plaquemines to note upon their inscription of the Mortgage, recorded as set forth on Annex I hereto, a reference to this Amendment.

[SIGNATURES BEGIN NEXT PAGE]

EXECUTED on February 23rd, 2023, to be effective as of the Effective Date.

WITNESSES:

MORTGAGOR:

VENICE GATHERING SYSTEM, L.L.C.

[Signature]
Name: Idea Quinto

By: [Signature]

[Signature]
Name: Paula Vera

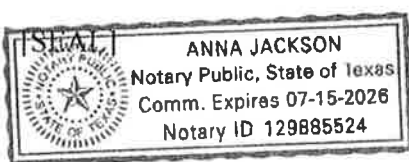
Name: Christopher A. Capsimalis

Title: Manager

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Notary's Printed Name and Identification #: Anna Jackson / 129885524

My commission expires: 7.15.26



EXECUTED on June 27, 2023, to be effective as of the Effective Date.

WITNESSES:

Joseph Horn
Name: Joseph Horn

Madison Horgbopn
Name: MA

AGENT:

ALTER DOMUS (US) LLC, as Agent

By: Matte Trybula

Name: Matthew Trybula
Associate Counsel

Title: _____

Winnalynn N Kantaris
NOTARY PUBLIC IN AND FOR
THE STATE OF ILLINOIS

Notary's Printed Name and Identification #: Winnalynn N Kantaris 884501

My commission expires: November 15, 2026

[SEAL]



ANNEX I

Act of Mortgage, Pledge Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of June 29, 2022, from Venice Gathering System, L.L.C. to Alter Domus (US) LLC, as Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Jefferson Parish, Louisiana	#12236189; Book 4994, Page 365	7/15/2022
Lafourche Parish, Louisiana	#1341037; Book 2239, Page 406	7/15/2022
Plaquemines Parish, Louisiana	#2022-00002969; Book 818, Page 285	7/26/2022
Terrebonne Parish, Louisiana	#1655510; Book 3361, Page 853	7/29/2022
Bureau of Ocean Energy Management	OCS-G 13521, 17728, 15992, 18827 and 1949	9/13/2022

EXHIBIT A

[Attached.]

MEMORANDUMS OF ACREAGE DEDICATION

Contract	Producers	Gatherer	Leases Dedicated	Recordation		
Memorandum of Oil Gathering and Reserve Dedication Agreement	Arena Energy, LLC and Arena Offshore, LP	Venice Gathering System, L.L.C.	OCS 00498, OCS 00465, OCS 00456, OCS 00457, OCS 00461, OCS 00462, OCS-G 01960, OCS 00463, OCS 00464, OCS-G 01260, OCS-G 01899, OCS-G 01572	Terrebonne Parish, LA	#1657997, Book 2687, Page 67	9/2/2022