

Sender's Name jseelman@liskow.com D: 504.299.6121

RECEIVED
ADJUDICATION SECTION
AUG 27 2024

August 23, 2024

VIA EMAIL (boemadjudication@boem.gov)

Bureau of Ocean Energy Management Adjudication Unit 1201 Elmwood Park Boulevard, MS 5421 New Orleans, Louisiana 70123-2390

Re: Non-Required Filing – Act of Deposit re: UCC Filings

Ladies and Gentlemen:

Enclosed please find one (1) copy of the Act of Deposit executed by Anadarko Petroleum Corporation, as Appearer, dated August 7, 2024, relating to UCC-1 Financing Statement by Anadarko US Offshore Corporation, as Debtor Anadarko Petroleum Corporation, as Secured Party, Original UCC Financing Statement No. 55-1469984 along with copies of all UCC Amendments filed affecting same, (hereinafter referred to as the "Act of Deposit"), affecting the leases described below. Please record this letter and the Act of Deposit in the non-required files maintained for the following leases:

OCS-G 24194
OCS-G 24197
OCS-G 26346
OCS-G 26355

This letter and document should be placed on your document imaging system under "Document Type No. 3" "UCC Filings and Financial Statements" I have enclosed a paygov receipt for filing fees in the amount of \$136.00. Please forward an email confirming receipt of this filing and also an email attaching a file stamped copy of this filing.

If you have any questions, or need additional information, please contact Kathleen Doody at (504)-299-6115 or by email at kldoody@liskow.com or me at (504)-299-6121 (office), (504)-250-9575 (cell) or by email jeelman@liskow.com.

Very truly yours,

Joan G/Seelman

Regulatory Paralegal

Enclosures

RECEIVED ADJUDICATION SECTION AUG 27 2024

ACT OF DEPOSIT

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

BE IT KNOWN that on the 7th day of August, 2024, before the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

Anadarko Petroleum Corporation, a Delaware corporation, whose address is 1201 Lake Robbins Drive, The Woodlands, Texas 77380; the "*Appearer*");

who declared the following:

- Appearer filed that certain State of Louisianan, Uniform Commercial Code Financing Statement (UCC-1) attached as <u>Exhibit A-1</u> hereto, in the Uniform Commercial Code ("UCC") records of Terrebonne Parish, Louisiana, on December 15, 2014, under File No. 1469984 (the "Original UCC Filing");
- 2. Appearer filed the Original UCC Filing in the Non-Required Files of the United States Department of the Interior Bureau of Ocean Energy Management ("BOEM") for those offshore oil and gas leases as set forth on Exhibit B attached hereto (the "Leases") on November 20, 2017;
- 3. Appearer filed that certain UCC Financing Statement Amendment attached as Exhibit A-2 hereto, in the UCC Records of Terrebonne Parish, Louisiana, on July 2, 2019, under File No. 1584376, to amend the Original UCC Filing (the "UCC Amendment");
- 4. The UCC Amendment includes, as an attachment thereto, that certain Memorandum of Unit Operating Agreement and Financing Statement (Louisiana) referenced therein (the "Memorandum");
- 5. Appearer filed the UCC Amendment in the Non-Required Files of BOEM for the Leases on September 16, 2019;
- 6. The UCC Amendment, as filed in the Non-Required Files of BOEM for the Leases inadvertently did include the Memorandum as an attachment thereto;
- 7. Appearer subsequently filed those certain UCC Financing Statement Amendments attached as <u>Exhibits A-3</u> hereto, in the UCC Records of Terrebonne Parish, Louisiana, all as identified in <u>Exhibits A-3</u>, to amend and continue the Original UCC Filing (the "Subsequent UCC Amendments"); and

8. Appearer desires to file in the Non-Required Files of BOEM for each of the Leases (i) the entirety of the UCC Amendment, with the Memorandum as a part thereof, and (ii) the Subsequent UCC Amendments.

Appearer has presented to me, Notary Public, for the purpose of filing and depositing in the Non-Required Files of BOEM for the Leases (i) the UCC Amendment, with the Memorandum attached thereto, and (ii) the Subsequent UCC Amendments, and has requested that I, Notary Public, receive the aforementioned instruments and file and deposit same in the Non-Required Files of BOEM for the Leases.

Wherefore, I, Notary Public, pursuant to the said request, have annexed the aforesaid instruments to this Act of Deposit in order that each of said instruments shall constitute, together with this Act of Deposit, a part of the Non-Required Files of BOEM for the Leases.

[signature page follows]

THUS DONE AND PASSED this 7th day of August, 2024 in my presence and in the presence of the undersigned competent witnesses who hereunto sign their names with Appearer and me, Notary Public, after reading of the whole.

Appearer:

ANADARKO PETROLEUM

CORPORATION

Andrew/R. Poole

Title: Attorney-in-Fact

Printed Name: (EVIN

Printed Name: Vera Wells

WITNESSES:

Printed Name: Truch

Notary Number: _

TRUPTI PATEL Notary Public, State of Texas Comm. Expires 03-03-2028 Notary ID 126430147

Exhibit A-1

ORIGINAL UCC FILING

Terrebonne Parish Recording Page

Theresa A. Robichaux Clerk Of Court P.O. Box 1569 Houma, La 70361-1569 (985) 868-5660

Received From:

Attn: KIM CAPSTIN ANADARKO E & P INC. 1201 LAKE ROBBINS DRIVE THE WOODLANDS, TX 77380

First DEBTOR

ANADARKO US OFFSHORE CORPORATION

First SECURED PARTY

ANADARKO PETROLEUM CORPORATION

Index Type:

File Number: 1469984

Type of Document: Ucc-1 Fixture

Recording Pages:

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for

Terrebonne Parish, Louisiana

On (Recorded Date): 12/15/2014

At (Recorded Time): 10:38:16AM

Doc ID - 012936240004

CLERK OF COURT THERESA A. ROBICHAUX Parish of Terrebonne I certify that this is a true copy of the attached document that was filed for registry and

Recorded 12/15/2014 at 10:38:16 File Number 1469984

Deputy Clerk

Return To:

ANADARKO E & P INC. 1201 LAKE ROBBINS DRIVE THE WOODLANDS, TX 77380

STATE OF LOUISIANA UNIFORM COMMERCIAL CODE - FINANCING STATEMENT UCC-1

Important - Read Instructions before filling out form.

Follow instructions carefully. 1. Debtor's exact full legal name - insert only one	debtor name (1a or 1b) - do not	abbrevia	ate or combine name	s.	*	
1a Organization's Name Anadarko US Offshore Corporation		T.					
1b Individual's Last Name (and Title of Linear	ge (e.g. Jr. Sr.,	III, if applicable)	First Na	me		Middle Name	
1c Mailing Address	Cit	У		***************************************	State	Postal Code	Country
1201 Lake Robbins Drive	T	he Woodlar	ıds		Texas	77380	USA
1d Tax ID #: SSN or EIN 76-0146568	Add'l info re Organization Debtor:	1e Type of Organizati Delaware corporati		1f Jurisdiction of Organization		1g Organizatio	nal ID # if any
Additional debtor's exact full legal name - inser	t only <u>one</u> deb	tor name (2a or 2)	b) - do r	ot abbreviate or con	nbine names		
2a Organization's Name Exxon Mobil Corporation							
2b Individual's Last Name (and Title of Lineac	je (e.g. Jr., Sr.	III), if applicable)	First N	ame		Middle Name	
2c Mailing Address 22777 Springwoods Village P	arkway	/ Houston	1		State Texas	Postal Code 77389	Country USA
2d Tax ID #: SSN or EIN	Add'i info re Organization	2e Type of Organizat	ion	2f Jurisdiction of Organization		2g Organizatio	onal ID #, if any
13-5409005	Debtor:	New Jersey cor					None
3. Secured Party's Name (or Name of Total Assigne	e of Assignor S	S/P) - insert only <u>or</u>	ne secur	ed party name (3a or	3b)		
3a Organization's Name Anadarko Petroleum Corporation							
3b Individual's Last Name (and Title of Lineag	e (e,g. Jr., Sr.,	III), if applicable	First N	lame		Middle Name	
3c Mailing Address 1201 Lake Robbins Drive	City	The Woodland	ls		State Texas	Postal Code 77380	Country USA
4. This FINANCING STATEMENT covers the follow OCS-G 24194, GC 859 OCS-G 24197, GC 903 OCS-G 26346, GC 904; and OCS-G 263:							
5a Check if applicable and attach legal description of The debtor(s) do not have an interest of		Fixture fill real property (Enter		As-extracted of an owner of record		Standing tim	ber constituting goods
5b Owner of real property (if other than named debt	lor)						
6a Check only if applicable and check only one box Debtor is a Transmitting Utility. Filing is i Filed in connection with a public finance for 30 years Check only if applicable and check only one box Debtor is a Trust or Trustee acting we trust or Decedent's Estate	transaction, Fil	ing is effective	10.	The space below is to	or Filing Offic	e Use Only	
7. ALTERNATIVE DESIGNATION (If applicable): CONSIGNEE/CONSIGNOR SELLER/BUYER AG. LIEN	LESSEE/LESS BAILEE/BAILC NON-UCC-FIL	R					
Name and Phone Number to contact filer Kim Capstin							
O. Send Acknowledgment To: (Name and Address) Kim Capstin Anadarko US Offshore Corporation 1201 Lake Robbins Drive The Woodlands, Texas 77380		v	11.	CHECK TO REQUEST	SEARCH REP		
The Woodlands, Texas 1/300			-	(ADDITIONAL FEE RE	1		EBTOR1 DEBTOR2

UCC FINANCING STATEMENT ADDITIONAL PARTY 18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left black because Individual Debtor name did not fit, check here 18a, ORGANIZATION'S NAME Anadarko US Offshore Corporation 185, INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19g or 19b) (use exact, full name; do not omit, modify, or addressed only part of the Debtor's name) 19a, ORGANIZATION'S NAME Eni Petroleum US LLC 19b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME SUFFIX ADDITIONAL NAME(S)/INITIAL(S) COUNTRY 19c. MAILING ADDRESS POSTAL CODE 77002 USA 1200 Smith Street, Suite 1700 Houston TX20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20s or 20s) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) Statoil USA E&P Inc. OR 205, INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME 20c. MAILING ADDRESS STATE POSTAL CODE COUNTRY 77042 USA 2103 CityWest Blvd., Suite 800 Houston TX 21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor game (21a or 21b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name) 21s. ORGANIZATION'S NAME Cobalt International Energy, L.P. OR 216. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX COUNTRY POSTAL CODE 21c. MAILING ADDRESS CITY STATE 77056 USA TX 1980 Post Oak Blvd., Suite 1200 Houston 22. ADDITIONAL SECURED PARTY'S NAME OF ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b) 22g, ORGANIZATION'S NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME STATE POSTAL CODE COUNTRY CITY

22. ADDITIONAL SECURED PARTY'S NAME OF ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME

OR 22b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

OR TOTAL POSTAL CODE

COUNTRY

23. ADDITIONAL SECURED PARTY'S NAME OF ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME

OR 23b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)INITIAL(S)

SUFFIX

24. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDITIONAL PARTY FOLLOW INSTRUCTIONS 18, NAME OF FIRST DEBTOR: Same as line 1a or 16 on Financing Statement; if line 16 was left blank because Individual Deblor name did not fit, check here 15a. ORGANIZATION'S NAME Anadarko US Offshore Corporation 185. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 19. ADDITIONAL DEBTOR'S NAME: Provide only cong Deptor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) 19a, ORGANIZATION'S NAME Marubeni Oil & Gas (USA) Inc. OR 195. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 19c. MAILING ADDRESS POSTAL CODE COUNTRY STATE USA 777 North Eldridge, Suite 900 Houston TX 77079 20. ADDITIONAL DESTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or appreviate any part of the Debtor's name) 20a. ORGANIZATION'S NAME PXP Offshore LLC OR 205, INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME 20c. MAILING ADDRESS POSTAL CODE COUNTRY 400 East Kaliste Saloom Road, Ste 1100 70508 USA Lafayette LA 21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21s or 21b) (use exect, full name; do not omit, modify, or abbreviate any part of the Debtor's name) 21a ORGANIZATION'S NAME OR 216. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 21c. MAILING ADDRESS STATE POSTAL CODE COUNTRY CITY 22. ADDITIONAL SECURED PARTY'S NAME of ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b) 22a, ORGANIZATION'S NAME OR 22b. INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME STATE POSTAL CODE COUNTRY 225. MAILING ADDRESS CITY 23. ADDITIONAL SECURED PARTY'S NAME OF ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b) 23a, ORGANIZATION'S NAME OR 235, INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME POSTAL CODE COUNTRY STATE 23c. MAILING ADDRESS CITY

24. MISCELLANEOUS:

Exhibit A-2

THE UCC AMENDMENT

Terrebonne Parish Recording Page

Theresa A. Robichaux Clerk Of Court P.O. Box 1569 Houma, LA 70361-1569 (985) 868-5660

Received From:

Attn: JUDY SINGH

ANADARKO US OFFSHORE LLC

P O BOX 1330

HOUSTON, TX 77251-1330

First DEBTOR

ANADARKO US OFFSHORE CORPORATION

First SECURED PARTY

ANADARKO PETROLEUM CORPORATION

Index Type: UCC

File Number: 1584376

Type of Document: UCC-3 AMENDMENT

Recording Pages:

24

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana.

Clerk of Court

On (Recorded Date): 07/02/2019

At (Recorded Time): 10:21:45AM

Doc ID - 014778170024

Return To: Attn: JUDY SINGH

ANADARKO US OFFSHORE LLC

P O BOX 1330

HOUSTON, TX 77251-1330

Control of the control			
PERCONANT IN A SECURITION OF THE SECOND			
UCC FINANCING STATEMENT AME	NDMENT		
A. NAME & PHONE OF CONTACT AT FILER (optional)			
Judy Singh 832-636-3881 B. E-MAIL CONTACT AT FILER (optional)			
judy.singh@anadarko.com			
C. SEND ACKNOWLEDGMENT TO: (Name and Address))		
Judy Singh, ALR 10019	-11		
Anadarko Petroleum Corporation	1		
1201 Lake Robbins Dr.			
The Woodlands TX 77380			
1 —	THE AE	BOVE SPACE IS FOR FILING OFFICE US	SE ONLY
13. INITIAL FINANCING STATEMENT FILE NUMBER 55-1469984	(or recorded)	NG STATEMENT AMENDMENT is 10 be filed in the REAL ESTATE RECORDS tendment Addendum (Form UCC3Ad) <u>and</u> provide D	
2 TERMINATION: Effectiveness of the Financing Statement	it identified above is terminated with respect to the sec	curity interest(s) of Secured Party authorizing	his Termination
ASSIGNMENT (full or partial): Provide name of Assigned For partial assignment, complete items 7 and 9 and also ince	In item 7a or 7b, <u>and</u> address of Assigned in item 7c licate affected collateral in Item 8	and name of Assignor in item 9	
CONTINUATION: Effectiveness of the Financing Statem continued for the additional period provided by applicable to	ent identified above with respect to the security intere	st(s) of Secured Party authorizing this Continu	ation Statement is
5, PARTY INFORMATION CHANGE:			
Check one of these two boxes:	AND Check one of these three boxes to: — CHANGE name and/or address. Complete.		ne: Give record name
This Change affects Debtor gg Secured Party of record	item da cr 6b; and item 7a or 7b and item 7c	7a or 7b, and item 7c Lobe deleted	in item 6a or 6b
6. CURRENT RECORD INFORMATION: Complete for Party In 6a. ORGANIZATION'S NAME	nformation Change - provide only one name (ea or ob)		
OR 85. INCIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(SYINITIAL(S	SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment 7a ORGANIZATION'S NAME	ent or Party Information Change - provide only one name (7a or 7b) (us	ie exact, full name, do not om t, modify, or abbreviale ary pr	irt of the Debtor's name)
OR 75. INDIVIDUAL'S SURNAME			
	and the management recording to the specific program on the state of the benchmark of a state of the specific program of the s		
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 box	xes: ADD collateral DELETE collateral	RESTATE covered collateral	ASSIGN collateral
Indicate collateral: Also check one of these four oc.	Xee: Man control of particle constent	THE STATE COVERED CONSTITUTE] Neglon tendera
As-extracted collateral produced from lease C	OCS-G 24194 (Green Canyon 859), C	OCS-G 24197 (Green Canyon 9	03), OCS-G
26346 (Green Canyon 904), OCS-G 26355 (G	reen Canyon 948), Offshore Louisiai	na, Gulf of Mexico; See attache	d
Memorandum of Operating Agreement and I	Financing Statement attached for ful	l description of the collateral st	ibject to this
financing statement.			
9. NAME OF SECURED PARTY OF RECORD AUTHORIZ		9a or 9b) (name of Assigner, if this is an Assign	nent)
If this is an Amendment authorized by a DEBTOR, check here 9a. ORGANIZATION'S NAME	and provide name of authorizing Debtor		
Anadarko Petroleum Corporation			
OR 96, INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
40 OPTIONAL SHEEP RESPENCE DATA.			
10. OPTIONAL FILER REFERENCE DATA:			

Exhibit "K"

Attached to and made a part of that certain Unit Operating Agreement effective May 1, 2011, by and between Anadarko Petroleum Corporation, as Operator, and Anadarko US Offshore Corporation, Exxon Mobil Corporation, Eni Petroleum US LLC, Statoil USA E&P Inc., Cobalt International Energy, L.P., Marubeni Oil & Gas (USA) Inc. and PXP Offshore LLC, as Non-Operator(s)

MEMORANDUM OF UNIT OPERATING AGREEMENT AND FINANCING STATEMENT (Louisiana)

- This Memorandum of Unit Operating Agreement and Financing Statement (Louisiana) (this 1.0 "Memorandum") is effective as of the effective date of the Unit Operating Agreement referred to in Paragraph 2.0 below and is executed by the undersigned duly authorized representative of Anadarko Petroleum Corporation, a Delaware corporation, whose taxpayer identification number is 76-0146568 and whose address is 1201 Lake Robbins Drive, The Woodlands, Texas 77380 (the "Operator")1, by the undersigned duly authorized representative of Anadarko US Offshore Corporation ("AUOC"), a Delaware corporation, whose taxpayer identification number is 76-0544357 and whose address is 1201 Lake Robbins Drive, The Woodlands, Texas 77380, by the undersigned duly authorized representative of Exxon Mobil Corporation ("ExxonMobil"), a New Jersey corporation, whose taxpayer identification number is 13-5409005 and whose address is 22777 Springwoods Village Parkway, Houston, Texas 77389, by the undersigned duly authorized representative of Eni Petroleum US LLC ("Eni"), a Delaware limited liability company, whose taxpayer identification number is 76-0607429 and whose address is 1200 Smith Street, Suite 1700, Houston, Texas 77002, by the undersigned duly authorized representative of Statoil USA E&P Inc. ("Statoil"), a Delaware corporation, whose taxpayer identification number is 59-3740856 and whose address is 2103 CityWest Blvd, Suite 800, Houston, Texas 77042-2834, by the undersigned duly authorized representative of Cobalt International Energy, L.P. ("Cobalt"), a Delaware limited partnership, whose taxpayer identification number is 20-3782411 and whose address is 1980 Post Oak Blvd., Suite 1200, Houston, Texas 77056, by the undersigned duly representative of Marubeni Oil & Gas (USA) Inc. ("Marubeni") a Delaware corporation, whose taxpayer identification number is 20-268451 and whose address is 777 North Eldridge, Suite 900, Houston, Texas 770079, by the undersigned duly authorized representative of PXP Offshore LLC ("PXP"). a Delaware limited liability company, whose taxpayer identification number is 90-0895555 and whose address is 400 East Kaliste Saloom Rd., Suite 1100, Lafayette, LA 70508 (all of the aforementioned parties other than the Operator are hereinafter referred to collectively as the "Non-Operator(s)"). The Operator and the Non-Operators are sometimes referred to individually as a "Party" and collectively as the "Parties". The term "Person" means an individual, partnership, corporation, trust, limited liability company or other entity.
- 2.0 The Operator and the Non-Operators are parties to that certain Unit Operating Agreement dated effective May 1, 2011, as amended (the "Unit Operating Agreement"), providing for the development and production of crude oil, natural gas and associated substances from the lands described in Exhibit "A" of the Unit Operating Agreement (hereinafter called the "Prospect Area") and described more particularly in Attachment "1" to this Memorandum, and designating Anadarko Petroleum Corporation as Operator to conduct such operations for the Non-Operators. All OCS federal oil and gas leases (or portions thereof) identified in Exhibit "A" of the Unit Operating Agreement and in Attachment "1" to this Memorandum and the lands affected that are within the Prospect Area are hereinafter called the "Leases."

¹ For clarity, the defined term "Operator" is used in this Memorandum in place of the term "Affiliate Operator", which is used to refer to Anadarko Petroleum Corporation in the Unit Operating Agreement.

Reference is made hereby to the Unit Operating Agreement for all purposes, and its terms and provisions are incorporated herein by this reference to the same extent as if the Unit Operating Agreement was reproduced herein. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Unit Operating Agreement. In the event of any conflict between the terms or provisions of this Memorandum and those contained in the Unit Operating Agreement, including exhibits thereto, and notwithstanding anything to the contrary in the Unit Operating Agreement, the terms and provisions of this Memorandum shall at all times and in all events, prevail and control and govern between the Parties hereto, with the non-conflicting terms and provisions of the Unit Operating Agreement continuing in full force and effect. The presence of a term governing conduct in the Unit Operating Agreement and the absence of a term governing conduct in this Memorandum and the absence of a term governing the same conduct in the Unit Operating Agreement shall not constitute a conflict between the agreements.

- 3.0 Among other provisions, the Unit Operating Agreement (i) provides for certain mortgages, pledges and security interests to secure payment by the Parties of their respective share of costs and other obligations under the Unit Operating Agreement, (ii) contains an Accounting Procedure along with other provisions which supplement the mortgage, pledge and security interest provisions, (iii) includes non-consent clauses which provide that Parties who elect not to participate in certain operations shall be deemed to have relinquished their interest until the consenting Parties are able to recover their costs of such operation plus a specified amount, (iv) includes a provision requiring payment of interest on amounts past due, and (v) grants certain preferential rights to purchase.
- 4.0 A true and correct copy of the Unit Operating Agreement is on file and available for inspection by third parties at the offices of the Operator at the address set forth in this Memorandum.
- 5.0 The purpose of this Memorandum is to more fully describe, implement, and perfect the mortgages, pledges and security interests provided for in the Unit Operating Agreeement, and to place third parties on notice thereof.
- 6.0 In addition to any other privileges, security rights and remedies provided for in the Unit Operating Agreement and/or by law with respect to the services rendered or materials and equipment furnished under the Unit Operating Agreement, in consideration of the mutual rights and obligations of the Parties hereunder, the Parties hereby agree as follows:
 - 6.1. To secure the complete and timely performance of and payment by each Non-Operator of all obligations and indebtedness of every kind and nature, whether now owed by such Non-Operator or hereafter arising, pursuant to the Unit Operating Agreement, each Non-Operator grants to Operator a mortgage, hypothecate, and pledge of and over all of its rights, titles and interests, whether now existing or hereafter acquired, in and to (a) the Leases, (b) the oil, gas, and associated substances in, on, under, and that may be produced from the lands within the Prospect Area, and (c) all other immovable property susceptible of mortgage situated within the Prospect Area.

The maximum amount for which the mortgage herein granted by each Non-Operator shall be deemed to secure the obligations and indebtedness of such Non-Operator to the Operator as stipulated herein is hereby fixed in an amount equal to \$500,000,000.00 (the "Limit of the Mortgage of Each Non-Operator"). Notwithstanding the foregoing Limit of the Mortgage of Each Non-Operator, the liability of each Non-Operator under the Unit Operating Agreement and the mortgage, pledge, and security interest granted hereby shall be limited to (and the Operator shall not be entitled to enforce the same against such Non-Operator for an amount exceeding) the actual obligations and indebtedness (including all interest charges, costs, attorneys' fees, and other charges provided for in the Unit Operating Agreement or this Memorandum) outstanding and unpaid and that are attributable to or charged against the interest of such Non-Operator pursuant to the Unit Operating Agreement.

- To secure the complete and timely performance of and payment by each Non-Operator 6.2. of all obligations and indebtedness of every kind and nature, whether now owed by such Non-Operator or hereafter arising, pursuant to the Unit Operating Agreement, each Non-Operating Party hereby grants to the Operator a continuing security interest in and to all of its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to (a) all oil, gas, and associated substances produced from the lands or offshore blocks covered by the Leases or included within the Prospect Area or attributable to the Leases or the Prospect Area when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil, gas, and associated substances (including, without limitation, accounts arising from gas imbalances or from the sale of oil, gas, and associated substances at the wellhead), (c) all cash or other proceeds from the sale of such oil, gas, and associated substances once produced, and (d) all Production Systems, wells, facilities, fixtures, other corporeal property, whether movable or immovable, whether now or hereafter placed on the lands or offshore blocks covered by the Leases or the Prospect Area or maintained or used in connection with the ownership, use or exploitation of the Leases or the Prospect Area, and other surface and sub-surface equipment of any kind or character located on or attributable to the Leases or the Prospect Area and the cash or other proceeds realized from the sale, transfer, disposition or conversion thereof. The interest of the Non-Operator in and to the oil, gas, and associated substances produced from or attributable to the Leases or the Prospect Area when extracted and the accounts receivable accruing or arising as the result of the sale thereof shall be financed at the wellhead of the well or wells located on the Leases or the Prospect Area. To the extent allowed under applicable law, the security interest granted by each Non-Operator hereunder covers: (A) all substitutions, replacements, and accessions to the property of such Non-Operator described herein and is intended to cover all of the rights, titles and interests of such Non-Operator in all movable property now or hereafter located upon or used in connection with the Prospect Area, whether corporeal or incorporeal; (B) all rights under any gas balancing agreement, farmout rights, option farmout rights, acreage and cash contributions, and conversion rights of such Non-Operator in connection with the Leases or the Prospect Area, or the oil, gas, and associated substances produced from or attributable to the Leases or the Prospect Area, whether now owned and existing or hereafter acquired or arising, including, without limitation, all interests of each Non-Operator in any partnership, tax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the Prospect Area; and (C) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of each Non-Operator in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases or the Prospect Area, including the following:
 - (1) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Attachment "1", to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the Leases or the Prospect Area, and all units formed under orders, regulations, rules, or other official acts of any governmental authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Leases or the Prospect Area;
 - (2) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all presently

existing and future advance payment agreements, and oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Attachment "1", to the extent, and only to the extent, those contracts and agreements cover or include all or any portion of the Leases or the Prospect Area; and

- (3) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to any of the Leases or the Prospect Area.
- 6.3. To secure the complete and timely performance of and payment by the Operator (a non Working Interest Owner) of all obligations and indebtedness of every kind and nature, whether now owed by the Operator or hereafter arising, pursuant to the Unit Operating Agreement, Anadarko US Offshore Corporation ("Operator's Affiliate") grants to each Non-Operator a mortgage, hypothecate, and pledge of and over all of its rights, titles and interests, whether now existing or hereafter acquired, in and to (a) the Leases, (b) the oil, gas, and associated substances in, on, under, and that may be produced from the lands within the Prospect Area, and (c) all other immovable property susceptible of mortgage situated within the Prospect Area.

The maximum amount for which the mortgage herein granted by the Operator's Affiliate shall be deemed to secure the obligations and indebtedness of the Operator to all Non-Operators as stipulated herein is hereby fixed in an amount equal to \$500,000,000.000 (the "Limit of the Mortgage of the Operator's Affiliate"). Notwithstanding the foregoing Limit of the Mortgage of the Operator's Affiliate, the liability of the Operator under the Unit Operating Agreement and the mortgage, pledge, and security interest granted hereby shall be limited to (and the Non-Operators shall not be entitled to enforce the same against the Operator's Affiliate for an amount exceeding) the actual obligations and indebtedness (including all interest charges, costs, attorneys' fees, and other charges provided for in the Unit Operating Agreement or this Memorandum) outstanding and unpaid and that are due by the Operator pursuant to the Unit Operating Agreement.

6.4 To secure the complete and timely performance of and payment by the Operator of all obligations and indebtedness of every kind and nature, whether now owed by the Operator or hereafter arising, pursuant to the Unit Operating Agreement, the Operator's Affiliate hereby grants to each Non-Operator a continuing security interest in and to all of its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to (a) all oil, gas, and associated substances produced from the lands or offshore blocks covered by the Leases or included within the Prospect Area or attributable to the Leases or the Prospect Area when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil, gas, and associated substances (including, without limitation, accounts arising from gas imbalances or from the sale of oil, gas, and associated substances at the wellhead), (c) all cash or other proceeds from the sale of such oil, gas, and associated substances once produced, and (d) all Production Systems, wells, facilities, fixtures, other corporeal property whether movable or immovable, whether now or hereafter placed on the lands or offshore blocks covered by the Leases or the Prospect Area or maintained or used in connection with the ownership, use or exploitation of the Leases or the Prospect Area, and other surface and sub-surface equipment of any kind or character located on or attributable to the Leases or the Prospect Area and the cash or other proceeds realized from the sale, transfer, disposition or conversion thereof. The interest of the Operator's Affiliate in and to the oil, gas, and associated substances produced from or attributable to the Leases or the Prospect Area when extracted and the accounts receivable accruing or arising as the result of the sale thereof shall be financed at the

wellhead of the well or wells located on the Leases or the Prospect Area. To the extent allowed under applicable law, the security interest granted by the Operator's Affiliate hereunder covers: (A) all substitutions, replacements, and accessions to the property of the Operator's Affiliate described herein and is intended to cover all of the rights, titles and interests of the Operator's Affiliate in all movable property now or hereafter located upon or used in connection with the Prospect Area, whether corporeal or incorporeal; (B) all rights under any gas balancing agreement, farmout rights, option farmout rights, acreage and cash contributions, and conversion rights of the Operator's Affiliate in connection with the Leases or the Prospect Area, or the oil, gas, and associated substances produced from or attributable to the Leases or the Prospect Area, whether now owned and existing or hereafter acquired or arising, including, without limitation, all interests of the Operator's Affiliate in any partnership, tax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the Prospect Area; and (C) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of the Operator's Affiliate in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases or the Prospect Area, including the following:

- (1) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Attachment "1", to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the Leases or the Prospect Area, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any governmental authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Leases or the Prospect Area;
- (2) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all presently existing and future advance payment agreements, and oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Attachment "1", to the extent, and only to the extent, those contracts and agreements cover or include all or any portion of the Leases or the Prospect Area; and
- (3) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to any of the Leases or the Prospect Area.
- 6.5 To the extent allowed under applicable law, the mortgage, pledge and the security interests granted by each Party in the Unit Operating Agreement and this Memorandum shall secure (A) the complete and timely performance of and payment by such Party of all of its obligations and indebtedness of every kind and nature, whether now owed by such Party or hereafter arising pursuant to the Unit Operating Agreement and this Memorandum, and (B) the payment of all Costs and other expenses properly charged to such Party, together with (1) interest on such indebtedness, Costs, and other expenses at the rate set forth in the Accounting Prodecure, attached to the Unit Operating Agreement as Exhibit "C", or the maximum rate allowed by law, whichever is the lesser,

- (2) reasonable attorneys' fees, (3) court costs, and (4) other directly related collection costs.
- 6.6 To the extent allowed under La. C.C.P. art. 2631 et seq., each Party may use executory process to enforce the mortgage and security rights granted hereunder as to any property subject hereto. Therefore, each Non-Operator hereby confesses judgment in favor of the Operator up to the full amount secured hereunder as set forth in Article 6.1 (Mortgage in Favor of the Operator), and does by these present, consent, agree and stipulate that, in the event the mortgage or security interests or any charges thereon not being promptly and fully paid when the same becomes due and payable, or in the event of failure to comply with any of the obligations herein set forth or in the Unit Operating Agreement, or the breach of the Unit Operating Agreement in any of its parts by such Non-Operator, the mortgage or security interests shall, at the option of the Operator, become due and payable, anything therein contained to the contrary notwithstanding, and it shall be lawful for the Operator, as holder of the mortgage or security interests, without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all and singular the property herein mortgaged or secured to be seized and sold without appraisal, which is hereby expressly waived, by executory process issued by a competent court or to proceed with enforcement of its mortgage or security interest in any other manner provided by law. Furthermore, the Operator's Affiliate hereby confesses judgment in favor of each Non-Operator up to the full amount secured hereunder as set forth in Article 6.3 (Mortgage in Favor of the Non-Operator), and does by these present, consent, agree and stipulate that, in the event the mortgage or security interests or any charges thereon not being promptly and fully paid when the same becomes due and payable, or in the event of failure to comply with any of the obligations herein set forth or in the Unit Operating Agreement, or the breach of the Unit Operating Agreement in any of its parts by the Operator, the mortgage or security interests shall, at the option of such Non-Operator, become due and payable, anything therein contained to the contrary notwithstanding, and it shall be lawful for such Non-Operator, as holder of the mortgage or security interests, without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all and singular the property herein mortgaged or secured to be seized and sold without appraisal, which is hereby expressly waived, by executory process issued by a competent court or to proceed with enforcement of its mortgage or security interest in any other manner provided by law.
- 6.7 If any Non-Operator defaults in its payment obligations (a "Defaulting Non-Operator") to Operator under the Unit Operating Agreement, and if any other Non-Operators have paid to Operator any share of amounts owed by the Defaulting Non-Operator, each Non-Operator that has paid a share of the unpaid amounts of the Defaulting Non-Operator (a "Contributing Non-Operator") shall be subrogated to the Operator's mortgage and security rights granted by the Defaulting Non-Operator in Articles 6.1 and 6.2 of this Memorandum to the extent of such payments made by such Contributing Non-Operator. To the extent that any recovery is made by Operator pursuant to Articles 6.1 or 6.2 of amounts owed by a Defaulting Non-Operator, Operator shall account to each Contributing Non-Operator for its proportionate share, to the extent of such payments made by such Contributing Non-Operator, of any amounts so recovered
- 7.0 This Memorandum (including a carbon, photographic, or other reproduction thereof and hereof) shall constitute a non-standard form of financing statement under the terms of Louisiana Law of Secured Transactions, La. R.S. 10:9-101 et seq. (the "Uniform Commercial Code") and, as such, for the purposes of perfecting the security interests granted in favor of the Operator, may be filed for record in the office of the Clerk of Court of any parish in the State of Louisiana, with the Operator being the secured party and the respective Non-Operator being the debtor with respect to such filing. For the purposes of the security interst in favor of the respective Non-Operator, this Memorandum (including a carbon, photographic, or other reporduction thereof and hereof) may be

filed in the aforementioned office as a non-standard form of financing statement with the respective Non-Operator being the secured party and the Operator's Affiliate being the debtor with respect to such filing. In addition, this Memorandum also constitues a financing statement filed as a fixture filing. This Memorandum, when filed for registry in the conveyance and mortgage records of the appropriate parish(es), is intended to function both as a filed agreement under La. R.S. 31:216 and a declaration under La. R.S. 31:217, and any successor statutes thereto, and serve as notice to third parties of the existence of the Unit Operating Agreement and the conventional mortgages created herein as burdens on the title of the Parties to their interest in the Leases. All parties to the Unit Operating Agreement are identified on Attachment "1".

- 8.0 On default of any covenant or condition of the Unit Operating Agreeement, in addition to any other remedy afforded by law or the practice of the State of Louisiana, each Party thereto and any successor to such Party by assignment, operation of law, or otherwise, shall have, and is hereby given and vested with, the power and authority to foreclose the mortgage, pledge and security interest established in its favor in the Unit Operating Agreement and herein in the manner provided by law and to exercise all rights of a secured party under the Uniform Commercial Code.
- 9.0 Upon expiration of the Unit Operating Agreeement and the satisfaction of all obligations and debts established thereunder, on behalf of all Parties concerned, the Operator and the Non-Operators, as appropriate, shall file of record an appropriate release and termination of all mortgage, pledge, security and all other rights created under the Unit Operating Agreement and this Memorandum. Upon the filing of such release and termination instrument, all benefits and obligations under this Memorandum shall terminate as to all Parties who have executed or ratified this Memorandum. In addition, at any time prior to the filing of such release and termination instrument, the Operator and the Non-Operators shall have the right to file a continuation statement with respect to any financing statement filed in favor of any such Party under the terms of this Memorandum.
- 10.0 It is understood and agreed by the Parties hereto that if any part, term, or provision of this Memorandum is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Memorandum did not contain the particular part, term or provision held to be invalid.
- 11.0 This Memorandum shall be binding upon and shall inure to the benefit of the Parties hereto and to their respective heirs, legal representatives, successors and assigns. The failure of one or more Persons owning an interest in the Prospect Area to execute this Memorandum shall not in any manner affect the validity of the Memorandum as to those Persons who have executed this Memorandum.
- 12.0 A party having an interest in the Prospect Area can ratify this Memorandum by execution and delivery of an instrument of ratification, adopting and entering into this Memorandum, and such ratification shall have the same effect as if the ratifying party had executed this Memorandum or a counterpart thereof. By execution or ratification of this Memorandum, such party hereby consents to its ratification and adoption by any party who may have or may acquire any interest in the Prospect Area.
- 13.0 This Memorandum may be executed or ratified in one or more counterparts and all of the executed or ratified counterparts shall together constitute one instrument. For purposes of recording, only one copy of this Memorandum with individual signature pages attached thereto needs to be filed of record. Each Party authorizes the filing by any other Party of an original or any copy of this Memorandum as a financing statement under the Uniform Commercial Code.

ANADARKO PETROLEUM ANADARKO US OFFSHORE CORPORATION CORPORATION Ву: Ву: Name: Jim W. Bryan Name: Jim W. Bryan Title: Agent and Attorney-in-Fact Agent and Attorney-in-Fact Title: 11-17-14 Date: Date: MARUBENI OIL & GAS (USA) INC. PXP OFFSHORE LLC Ву: Ву: Name: Stephen T. Laperouse Vice President Title: Title: Date: Date: ENI PETROLEUM US LLC STATOIL USA E&P INC. Ву: Ву: Name: Name: Keith Howell Title: Title: Land Manager Date: Date: COBALT INTERNATIONAL ENERGY, L.P. **EXXON MOBIL CORPORATION** By: Ву: Name: Ben Davis Name: Title: Land Manager, Gulf of Mexico Title: Date: Date:

AFFIDAVIT

STATE OF TEXAS COUNTY OF MONTGOMERY

Thus done and signed by Jim W. Bryan , as the Agent and Attorney-in-Fact for, Anadarko Petroleum Corporation and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this _____ day of _November_2014

Kimberly an Capstin

My Commission Expires: 4-19-2016

WITNESSES

Drinted Name

Printed Name:

KIMBERLY ANN CAPSTIN
Notory Public, State of Texas
My Commission Expires
April 19, 2016

AFFIDAVIT

STATE OF TEXAS COUNTY OF MONTGOMERY

Thus done and signed by Jim W. Bryan , as the Agent and Attorney-in-Fact for, Anadarko US Offshore Corporation and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 1 day of November 20 4.

Ventrely ann Capstin

My Commission Expires: H-19-2016

WITNESSES

Printed Name:

Printed Name:

KIMBERLY ANN CAPSTIN Notary Public, State of Texas My Commission Expires April 19, 2015

ANADARKO PETROLEUM ANADARKO US OFFSHORE CORPORATION CORPORATION Ву: Ву: Name: Jim W. Bryan Name: Jim W. Bryan Agent and Attorney-in-Fact Agent and Attorney-in-Fact Title: Date: Date: MARUBENI OIL & GAS (USA) INC. PXP OFFSHORE LLC Ву: Ву: Name: Name: Stephen T. Laperouse Chief Operating Officer Title: Title: Vice President 11-21-2014 Date: Date: ENI PETROLEUM US LLC STATOIL USA E&P INC. By: By: Name: Name: Keith Howell Title: Title: Land Manager Date: Date: COBALT INTERNATIONAL ENERGY, L.P. EXXON MOBIL CORPORATION By: Ву: Name: Ben Davis Name: Title: Land Manager, Gulf of Mexico Title:

Date:

Date:

<u>AFFIDAVIT</u>

STATE OF TEXAS COUNTY OF HARRIS
Thus done and signed by <u>(exry Hurshyll)</u> the <u>Chief ()</u> enting <u>Chicer</u> for Marubeni Oil & Gas (USA) Inc. and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in an for the aforementioned State and County, and in the presence of the undersigned competer witnesses on this <u>215</u> day of <u>November</u> , 2014.
Plate Colleen Gray
WITNESSES WITNESSES Worker B. Printed Name: Robert B. Friestly Witnesses Ratie College GRAY My Commission Expires December 30, 2016
Printed Name: Robert D. Pricatile
Printed Name: N QUIP Cooke.
AFFIDAVIT
STATE OF TEXAS COUNTY OF HARRIS
Thus done and signed by Keith Howell the Land Manager for Statoil USA E&P Inc. and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this day of, 20
NOTARY PUBLIC
My Commission Expires:
WITNESSES

Printed Name:

Printed Name: _____

ANADARKO PETROLEUM ANADARKO US OFFSHORE CORPORATION CORPORATION Ву: By: Name: Jim W. Bryan Name: Jim W. Bryan & Agent and Attorney-in-Fact Agent and Attorney-in-Fact Title: Title: Date: Date: MARUBENI OIL & GAS (USA) INC. PXP OFFSHORE LLC By: Ву: Name: Stephen T. Laperouse Name: Title: Vice President Title: Date: Date: ENI PETROLEUM US LLC STATOIL USA E&P INC. Ву: By: Name: Name: Keith Howell Title: Title: Land Manager Date: Date: COBALT INTERNATIONAL ENERGY, L.P. **EXXON MOBIL CORPORATION** By: By: Name: Ben Davis Name: Title: Land Manager, Gulf of Mexico Title: Date:

Date:

AFFIDAVIT

STATE OF TEXAS COUNTY OF HARRIS		
Thus done and signed by Petroleum US LLC and on behalf of directors, in the presence of the undersig for the aforementioned State and Cou witnesses on this day of	gned Notary Public, du inty, and in the pres	ly commissioned and qualified, in and
	NOTA	RY PUBLIC
My Commission Expires:	<u>-</u>	
WITNESSES		
7 S		
Printed Name:		
Printed Name:		
	AFFIDAVIT	
STATE OF TEXAS COUNTY OF HARRIS		
Thus done and signed by Stephen T. La behalf of said limitd liability company by undersigned Notary Public, duly commiss and County, and in the presence of the December, 2014.	authority of its board sioned and qualified, i	of directors, in the presence of the n and for the aforementioned State
	CHULA. NOTAR	YPUBLIC
My Commission Expires: 12/8/15		
Printed Name: Julian Schanker		JAMES ANDERSON ELKINS, IV Nosary Public, State of Texas My Commission Expires December 08, 2015
Printed Name: Tomes Bailey		

ANADARKO US OFFSHORE CORPORATION ANADARKO PETROLEUM CORPORATION Ву: By: Name: Jim W. Bryan Name: Jim W. Bryan Agent and Attorney-in-Fact Agent and Attorney-in-Fact Title: 11-17-2014 Date: Date: PXP OFFSHORE LLC MARUBENI OIL & GAS (USA) INC. Ву: Ву: Name: Stephen T. Laperouse Name: Title: Vice President Title: Date: Date: STATOIL USA E&P INC. ENI PETROLEUM US LLC By: Ву: Name: Name: Keith Howell Development Manager Title: Land Manager Title: Date: Date: **EXXON MOBIL CORPORATION** COBALT INTERNATIONAL ENERGY, L.P. Ву: By: Name: Ben Davis Name: Title: Title: Land Manager, Gulf of Mexico

Date:

Date:

AFFIDAVIT

STATE OF TEXAS COUNTY OF HARRIS			A 2100 c
Thus done and signed by Cory Click Petroleum US LLC and on behalf of said directors, in the presence of the undersigned for the aforementioned State and County, witnesses on this 5th day of Care.	and in the presen	Commissioned	i and qualified, in and
*	Ann a	Min	~ _
		Y PUBLIC	
My Commission Expires: 6 37 5		QXXXXXXX	KARIKARAKAKAKAKAKA
WITNESSES			AIMEE MUNSON OTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES JUNE 27, 2015
Printed Name: Ralph Water		Secretarion	KANANANANANANA
Printed Name: Kalph Worthol			
Frank Mit			
Printed Name: Builey Smyth			
,			
	AFFIDAVIT		2
STATE OF TEXAS COUNTY OF HARRIS			*
Thus done and signed by	the		for
and on behalf of said presence of the undersigned Notary Public aforementioned State and County, and in the thisday of, 20	c, duly commissione	ed and qualif	ied, in and for the
	*		
	NOTARY	PUBLIC	
My Commission Expires:	18		
WITNESSES		*	
Printed Name:			25
*			u ,
Dainted Marray		ŧ	
Printed Name:	and the second second second		

ANADARKO US OFFSHORE CORPORATION ANADARKO PETROLEUM CORPORATION Ву: By: Name: Jim W. Bryan Name: JinfW. Bryan Agent and Attorney-in-Fact Title: Agent and Attorney-in-Fact Title: Date: Date: PXP OFFSHORE LLC MARUBENI OIL & GAS (USA) INC. By: Ву: Name: Stephen T. Laperouse Name: Title: Vice President Title: Date: Date: ENI PETROLEUM US LLC STATOIL USA E&P INC. Ву: Ву: Name: Keith Howell Name: Land Manager Title: Title: Date: Date: COBALT INTERNATIONAL ENERGY, L.P. **EXXON MOBIL CORPORATION** By: ·By: Name: Ben Davis Name:

Title:

Date:

Land Manager, Gulf of Mexico

Title:

Date:

AFFIDAVIT

	STATE OF TEXAS COUNTY OF HARRIS
	Thus done and signed by the for Marubeni Oil & Gas (USA) Inc. and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this day of, 20
	NOTARY PUBLIC
	My Commission Expires:
	WITNESSES
	Printed Name:
	Printed Name:
	AFFIDAVIT
	STATE OF TEXAS COUNTY OF HARRIS
5	Thus done and signed by Keith Howell the Land Manager for Statoil USA E&P Inc. and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 24 day of Nevimber, 2014.
	MOTARY PUBLIC
A	Ay Commission Expires: 1/15/10
V	VITNESSES ESMERALDA WOLLAM MY COMMISSION EXPIRES July 15, 2016
_ P	Printed Name: Fordant Surce()
)	rinted Name: Dan I marks

ANADARKO PETROLEUM ANADARKO US OFFSHORE CORPORATION CORPORATION By: By: Name: Jim W. Bryan Name: Jim W. Bryan Agent and Attorney-in-Fact Agent and Attorney-in-Fact Title: 11-17-14 Date: Date: MARUBENI OIL & GAS (USA) INC. PXP OFFSHORE LLC Ву: Ву: Name: Name: Stephen T. Laperouse Vice President Title: Title: Date: Date: ENI PETROLEUM US LLC STATOIL USA E&P INC. Ву: Ву: Name: Keith Howell Name: Title: Title: Land Manager Date: Date: **EXXON MOBIL CORPORATION** COBALT INTERNATIONAL ENERGY, L.P. Ву: Name: Ben Davis Name: Title: Land Manager, Gulf of Mexico Title: 11251A

Date:

Date:

<u>AFFIDAVIT</u>

	STATE OF TEXAS COUNTY OF HARRIS		
	Thus done and signed by Petroleum US LLC and on behalf of said directors, in the presence of the undersigned for the aforementioned State and County, witnesses on this day of	Notary Public, duly command in the presence of	issioned and qualified, in and
		NOTARY PUB	LIC
	My Commission Expires:		*
	WITNESSES		
	* · · · · · · · · · · · · · · · · · · ·		
	Printed Name:		
	8		
*	Printed Name:		
			Sec. 1
		AFFIDAVIT	ř.
	STATE OF TEXAS COUNTY OF HARRIS		
oball-Inte	Thus done and signed by BOM DO Synthown Every, L.P. and on behalf of said presence of the undersigned Notary Public aforementioned State and County, and in the this BOT day of WOURMARY, 20 4.	the AHN/11ey- corporation by authority of duly commissioned and presence of the undersign	its board of directors, in the displaying directors on the directors on the displaying the displaying the displaying displaying the displaying the displaying the displaying displaying the displaying displaying the displaying displaying the displaying di
		Phouda Va NOTARY PUBL	ugly)
	My Commission Expires: WITHESSES Printed Name: Mike Jadida Printed Name: Connie Chance	777	RHONDA VAUGHN My Comnission Expires June 10, 2018

ANADARKO PETROLEUM CORPORATION

ANADARKO US OFFSHORE CORPORATION

By: At W. Brue	By: Alph
Name: Jim W. Bryan	Name: Jirh W. Bryan
Title: Agent and Attorney-in-Fact	Title: Agent and Attorney-in-Fact
Date: 17-14	Date:
MARUBENI OIL & GAS (USA) INC.	PXP OFFSHORE LLC
Ву:	By:
Name:	Name: Stephen T. Laperouse
Title:	Title: Vice President
Date:	Date:
ENI PETROLEUM US LLC	STATOIL USA E&P INC.
Ву: `	Ву:
Name:	Name: Keith Howell
Fitle:	Title: Land Manager
Date:	Date:
COBALT INTERNATIONAL ENERGY, L.P.	EXXON MOBIL CORPORATION By: Deniel Corporation
Name: Ben Davis	Name: D. Mark Fincher
itle: Land Manager, Gulf of Mexico	Tille: Agent and Attorney-in-Fact
Date:	Date: December 2, 2014

<u>AFFIDAVIT</u>

STATE OF TEXAS COUNTY OF HARRIS	
Thus done and signed by	the for orporation by authority of its board of directors, in the
presence of the undersigned Notary Public,	duly commissioned and qualified, in and for the resence of the undersigned competent witnesses on
,	NOTARY PUBLIC
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STATE OF TEXAS COUNTY OF HARRIS	
Thus done and signed by D. Mark Finches Exten Mobil Corporation and on behalf of said corporation and signed Notary Public, de aforementioned State and County, and in the presented day of December, 2014.	report and Harry in Fact for reporation by authority of its board of directors, in the duly commissioned and qualified, in and for the esence of the undersigned competent witnesses on
4/24/15	Many Public Milya
My Commission Expires: 910415	Annual Control of the
WITNESSES Kautt & Pore avainer	JOANN V. OZUNIGA Notary Public, State of Texas My Commission Expires April 24, 2015
Printed Name: Keith Breiner	
Printed Name: Kevin Murphy	

Attachment "1"

Attached to and made a part of that MEMORANDUM OF UNIT OPERATING AGREEMENT AND FINANCING STATEMENT dated effective May 1, 2011, by and between Anadarko Petroleum Corporation, as Operator, and Anadarko US Offshore Corporation, Exxon Mobil Corporation, Eni Petroleum US LLC, Statoil USA E&P Inc., Cobalt International Energy, L.P., Marubeni Oil & Gas (USA) Inc. and PXP Offshore LLC, as Non-Operator(s).

DESCRIPTION OF PROSPECT AREA AND ASSOCIATED LEASES:

SERIAL NUMBER	AREA and BLOCK	LEASE DATE
OCS-G 24194	Green Canyon Block 859	July 1, 2002
OCS-G 24197	Green Canyon Block 903	July 1, 2002
OCS-G 26346	Green Canyon Block 904	July 1, 2004
OCS-G 26355	Green Canyon Block 948	July 1, 2004

Parties to the Unit Operating Agreement:

Anadarko Petroleum Corporation –Operator Anadarko US Offshore Corporation – Non-Operator Exxon Mobil Corporation – Non-Operator Eni Petroleum US LLC – Non-Operator Statoil USA E&P Inc. – Non-Operator Cobalt International Energy, L.P. – Non-Operator Marubeni Oil & Gas (USA) Inc. – Non-Operator PXP Offshore LLC – Non-Operator

Exhibit A-3

THE SUBSEQUENT UCC AMENDMENTS

EXHIBIT A-3

NUMBER 1

Theresa A. Robichaux Clerk Of Court P.O. Box 1569 Houma, LA 70361-1569 (985) 868-5660

Received From:

Attn: JUDY SINGH ANADARKO US OFFSHORE LLC P O BOX 1330 HOUSTON, TX 77251-1330

First DEBTOR

EQUINOR USA E&P INC

First SECURED PARTY

ANADARKO PETROLEUM CORPORATION

Index Type: UCC

File Number: 1584377

Type of Document: UCC-3 AMENDMENT

Recording Pages:

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Clerk of Court

On (Recorded Date): 07/02/2019
At (Recorded Time): 10:23:04AM

Doc ID - 014778180002

Return To: Attn: JUDY SINGH

ANADARKO US OFFSHORE LLC

P O BOX 1330

HOUSTON, TX 77251-1330

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	udy.singh@anadarko.com				
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International Association of Commercial Administrators (IACA)
FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

Theresa A. Robichaux Clerk Of Court P.O. Box 1569 Houma, LA 70361-1569 (985) 868-5660

Received From:

Attn: MRS TRUPTI PATEL, ALR 10061 ANADARKO PETROLEUM CORPORATION 1201 LAKE ROBBINS DRIVE THE WOODLANDS, TX 77380

First DEBTOR

ANADARKO US OFFSHORE CORPORATION

First SECURED PARTY

ANADARKO PETROLEUM CORPORATION

Index Type: UCC

File Number: 1594594

Type of Document: UCC-3 CONTINUATION

Recording Pages:

2

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Sheren A. Lobichsur

On (Recorded Date): 12/13/2019

At (Recorded Time): 9:52:04AM

Doc ID - 014918470002

Return To: Attn: MRS TRUPTI PATEL, ALR 10061

ANADARKO PETROLEUM CORPORATION

1201 LAKE ROBBINS DRIVE THE WOODLANDS, TX 77380

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Theresa A. Robichaux Clerk Of Court P.O. Box 1569 Houma, LA 70361-1569 (985) 868-5660

Received From:

Attn: TRUPTI PATEL ALR 10061

ANADARKO PETROLEUM CORPORATION

1201 LAKE ROBBIN PKWY THE WOODLANDS, TX 77380

First DEBTOR

PXP OFFSHORE LLC

First SECURED PARTY

ANADARKO PETROLEUM CORPORATION

Index Type: UCC

Type of Document: UCC-3 AMENDMENT

Recording Pages:

2

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana.

Cheresa A. Robichawy

File Number: 1594702

On (Recorded Date): 12/16/2019

At (Recorded Time): 9:11:57AM

Doc ID - 014920420002

Return To: Attn: TRUPTI PATEL ALR 10061

ANADARKO PETROLEUM CORPORATION

1201 LAKE ROBBIN PKWY THE WOODLANDS, TX 77380

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Theresa A. Robichaux Clerk Of Court P.O. Box 1569 Houma, LA 70361-1569 (985) 868-5660

Received From:

Attn: TRUPTI PATEL ALR 10061 ANADARKO PETROLEUM CORPORATION 1201 LAKE ROBBINS PKWY

First DEBTOR

ANADARKO US OFFSHORE LLC

First SECURED PARTY

ANADARKO PETROLEUM CORPORATION

Index Type:

UCC

File Number: 1594895

Type of Document: UCC-3 AMENDMENT

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Doc ID - 014922550002

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ANADARKO PETROLEUM CORPORATION

1201 LAKE ROBBINS PKWY

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Theresa A. Robichaux Clerk Of Court P.O. Box 1569 Houma, LA 70361-1569 (985) 868-5660

Received From:

Attn: KIMBERLY CAMBRE CAPITOL SERVICES INC 8550 UNITED PLAZA BLVD SUITE 305 BATON ROUGE, LA 70809

First DEBTOR

ANADARKO US OFFSHORE CORPORATION

First SECURED PARTY

ANADARKO PETROLEUM CORP

Index Type: UCC

File Number: 1692917

Type of Document: UCC-3 AMENDMENT

Recording Pages:

2

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Cheren A. Kobichawa

On (Recorded Date): 07/02/2024

At (Recorded Time): 8:56:53AM

Doc ID - 016485700002

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CAPITOL SERVICES INC 8550 UNITED PLAZA BLVD

SUITE 305

BATON ROUGE, LA 70809

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STATE OF LOUISIANA

UNIFORM COMMERCIAL CODE - AMENDMENT UCC-3 Important - Read instructions Before Completing Form

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7b Individual's Last Name	(and Title of Lineage (e	e.g. Jr., Sr., III, If a	ipplicable)	First Name			0	:Middle Name
7c Mailing Address 777 N	. Eldridge Parkway	-	City Houston	<u></u>	State TX	Post 770	diCode 79	Country
7d Tax ID # SSN or EIN	Add'I Info re Organization:	7e Type of Org	anization	7f Judsdiction o	f Organiza	tion	7g Organ	ization D. If any.
AMENDMENT (<u>Collateral C</u> Describe c	ollateral : deleted or	added, or gi	ve entire [restated collate	eral descri	ption.;	or describe	collateral assigned.
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Louisiana Secretary of State 6/14/2023

Theresa A. Robichaux Clerk Of Court P.O. Box 1569 Houma, LA 70361-1569 (985) 868-5660

Received From:

Attn: KIMBERLY CAMBRE CAPITOL SERVICES INC 8550 UNITED PLAZA BLVD SUITE 305 BATON ROUGE, LA 70809

First DEBTOR

MARUBENI OIL & GAS USA INC

First SECURED PARTY

ANADARKO PETROLEUM CORPORATION

Index Type: UCC

File Number: 1692918

Type of Document: UCC-3 AMENDMENT

Recording Pages:

2

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana.

Sheren A. Lobishame

On (Recorded Date): 07/02/2024

At (Recorded Time): 8:58:34AM

Doc ID - 016485710002

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CAPITOL SERVICES INC 8550 UNITED PLAZA BLVD

SUITE 305

BATON ROUGE, LA 70809

STATE OF LOUISIANA

UNIFORM COMMERCIAL CODE - AMENDMENT UCG-3 Important - Read instructions Before Completing Form

1.	OLLOW INSTRUCTIONS (
_	Initial Financing Statemen	55-1469	984				
2.	Termination -Effecti authorizing this Ter		g Statement identified above	s is terminated with r	espect to sec	unity interest(s) of the Secured Party
3.	Continuation- Effect	liveness of the Financi	ng Statement identified abov	e with respect to sec	unity interest(s) of the Secu	red Party authorizing this
4.			assignee in Item 7a or 7b ar		e in Item 7.c.a	nd ,also,give,r	ame of assignor in Item
5. 7	AMENDMENT (PARTY IN	FORMATION) This am	nendment affects Debtor	or Secured Party	of record: Cl	neck:only-one	of these two boxes.
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			idress (fraddress change) in item 7c	to be deleted in them		l(em 7c; also	complete Items 7d-7g (if applicat
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OR _							
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. c	Changed (New) or Add	ED INFORMATION:		•			
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7d	Tax ID #: SSN or EIN	Add'I info re	7e Type of Organization	7f Jurisdiction of O	rganization	7g Organiza	llon ID If any
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Theresa A. Robichaux Clerk Of Court P.O. Box 1569 Houma, LA 70361-1569 (985) 868-5660

Received From:

Attn: KIMBERLY CAMBRE CAPITOL SERVICES INC 8550 UNITED PLAZA BLVD SUITE 305 BATON ROUGE, LA 70809

First DEBTOR

COLBALT INTERNATIONAL ENERGY LP

First SECURED PARTY

ANADARKO PETROLEUM CORPORATION

Index Type: UCC

File Number: 1692919

Type of Document: UCC-3 AMENDMENT

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2

Recorded Information

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Oleren S. Kobiehany

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CAPITOL SERVICES INC 8550 UNITED PLAZA BLVD

SUITE 305

BATON ROUGE, LA 70809

STATE OF LOUISIANA

UNIFORM COMMERCIAL CODE + AMENDMENT UCC-3 Important - Read Instructions Before Completing Form

FOLLOW:INSTRUCTIONS		IKEFULLY)			
1. Initial Financing Statem	00-14098				
Termination -Effe authorizing this T	ectiveness of the Financin Termination Statement	g Statement identified above	is terminated with respect	to security interest	s) of the Secured Party
Continuation- Eff. Continuation Sta	ectiveness of the Financing	ng Statement (dentified above he additional period provided	e with respect to security in I by applicable law	ferest(s) of the Sec	ured Party authorizing this
		assignee in item 7a of 7b an		and the second s	
5. AMENDMENT (PARTY I	INFORMATION) This am	endment affects Deblor	or Secured Party of rec	ord. Check only on	e of these (wo boxes:
CHANGE name an	d/or address: Give current re	s <u>and</u> provide appropriate int cord name in item 6a or 6b; also give dross (K addross change) in item 7c	formation in items 6; and/or.	Cord name AUU Ti	arne: Complete item 7a or 7b and to complete items 7d-7g (it applicable)
6. CURRENT RECORD IN					
6a Organization's Name					
OR Cobalt Internation					Table of t
6b Individual's Last Nam	ne (and Title of Lineage (e	e.g. Jr., Sç., III; if applicable)	First Name		Middle Name
7. CHANGED (NEW) OR AL	DDED INFORMATION:				•
7a Organization's Name	1				
7b Individual's Last Nam	ne (and Title of Lineage (e	e.g. Jr., Sr., III, If applicable)	First Name		Middle Name
7c Mailing Address		City	State.	Postal Code	Country
7d Tax ID #: SSN or EIN	Add'I info re Organization:	7e Type of Organization	7f Jurisdiction of Organiza	ation 7g Organiz	ation: ID If any
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Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

Received From:

Attn: KIMBERLY CAMBRE CAPITOL SERVICES INC 8550 UNITED PLAZA BLVD SUITE 305 BATON ROUGE, LA 70809

First DEBTOR

W&T OFFSHORE INC

First SECURED PARTY

ANADARKO PETROLEUM CORP

Index Type: UCC

File Number: 1692920

Type of Document: UCC-3 AMENDMENT

Recording Pages:

2

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Ohner A. Robichaux

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Doc ID - 016485730002

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CAPITOL SERVICES INC 8550 UNITED PLAZA BLVD

SUITE 305

BATON ROUGE, LA 70809

STATE OF LOUISIANA

UNIFORM COMMERCIAL CODE - AMENDMENT UCC-3 Important - Read instructions Before Completing Form

1.		ment File # cc 44							
	Initial Financing State	55-14	69984						
2.		fectiveness of the Fina Termination Statemen		entified above	e is terminated wit	h respect	to sec	urity interes	(s) of the Secured Party
3.	Continuation- E	Effectiveness of the Fin	ancing Statement id	entified aboveriod provider	re with respect to a	security:In	(erest(s) of the Se	cured Party authorizing this
4.	Assignment (ful	l or partial). Give nam	e of assignee in Iten	n 7a or 7b an	nd address of assig	nee in ite	m:7c:a	nd also giv	e name of assignor in Item
5. /	AMENDMENT (PART)	(INFORMATION) Thi	s amendment affect	s Debtor	or Secured Pa	rty of reco	ord. C	heck only o	ne of these two boxes.
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OR!									
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7	c Mailing Address 57	le Westheimer Road, Su	ite 700	City.		State		l Code	Country
-				Houston	·	TX	170	57-5745	
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Exhibit B

THE LEASES

- 1. Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, effective as of July 1, 2002, bearing Serial No. OCS-G 24194, granted by the United States of America, as Lessor, in favor of Exxon Mobil Corporation, as Lessee, covering all of Blok 859, Green Canyon, OCS Official Protraction Diagram, NG 15-03;
- 2. Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, effective as of July 1, 2002, bearing Serial No. OCS-G 24197, granted by the United States of America, as Lessor, in favor of Exxon Mobil Corporation, as Lessee, covering all of Block 903, Green Canyon, OCS Official Protraction Diagram, NG 15-03;
- 3. Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, effective as of July 1, 2004, bearing Serial No. OCS-G 26346, granted by the United States of America, as Lessor, in favor of Anadarko Petroleum Corporation, as Lessee, covering all of Block 904, Green Canyon, OCS Official Protraction Diagram, NG 15-03; and
- 4. Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, effective as of July 1, 2004, bearing Serial No. OCS-G 26355, granted by the United States of America, as Lessor, in favor of Anadarko Petroleum Corporation, as Lessee, covering all of Block 948, Green Canyon, OCS Official Protraction Diagram, NG 15-03.