



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

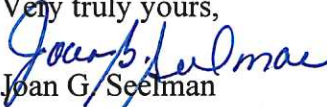
Ladies and Gentlemen:

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 jseelman@liskow.com.

Very truly yours,

Joan G. Seelman
Regulatory Paralegal

Enclosures

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:

1. Appearer filed that certain State of Louisiana, Uniform Commercial Code – Financing Statement (UCC-1) attached as Exhibit A-1 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 Exhibits A-3 hereto, in the UCC Records of Terrebonne Parish, Louisiana, all as identified in Exhibits A-3, 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**

By: [Signature]
Andrew R. Poole
Title: Attorney-in-Fact

WITNESSES:

Vera Wells
Printed Name: Vera Wells

[Signature]
Printed Name: KEVIN McCARTY

[Signature]

NOTARY PUBLIC
Printed Name: Trupti Patel
Notary Number: ~~3-3-2028~~ T.P.
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 : Ucc


File Number : 1469984

Type of Document : Ucc-1 Fixture

Recording Pages : 4

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) : 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 abbreviate or combine names.

1a Organization's Name Anadarko US Offshore Corporation				
OR				
1b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable))		First Name	Middle Name	
1c Mailing Address 1201 Lake Robbins Drive		City The Woodlands	State Texas	Postal Code 77380
			Country USA	
1d Tax ID #: SSN or EIN 76-0146568	Add'l info re Organization Debtor:	1e Type of Organization Delaware corporation	1f Jurisdiction of Organization	1g Organizational ID # if any <input type="checkbox"/> None

2. Additional debtor's exact full legal name - insert only one debtor name (2a or 2b) - do not abbreviate or combine names.

2a Organization's Name Exxon Mobil Corporation				
OR				
2b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable))		First Name	Middle Name	
2c Mailing Address 22777 Springwoods Village Parkway		City Houston	State Texas	Postal Code 77389
			Country USA	
2d Tax ID #: SSN or EIN 13-5409005	Add'l info re Organization Debtor:	2e Type of Organization New Jersey corporation	2f Jurisdiction of Organization	2g Organizational ID #, if any <input type="checkbox"/> None

3. Secured Party's Name (or Name of Total Assignee of Assignor S/P) - insert only one secured party name (3a or 3b)

3a Organization's Name Anadarko Petroleum Corporation				
OR				
3b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable))		First Name	Middle Name	
3c Mailing Address 1201 Lake Robbins Drive		City The Woodlands	State Texas	Postal Code 77380
			Country USA	

4. This FINANCING STATEMENT covers the following collateral:

OCS-G 24194, GC 859
OCS-G 24197, GC 903
OCS-G 26346, GC 904; and OCS-G 26355, GC 948

5a Check if applicable and attach legal description of real property: Fixture filing As-extracted collateral Standing timber constituting goods
 The debtor(s) do not have an interest of record in the real property (Enter name of an owner of record in 5b)

5b Owner of real property (if other than named debtor)

6a Check only if applicable and check only one box
 Debtor is a Transmitting Utility. Filing is Effective Until Terminated
 Filed in connection with a public finance transaction. Filing is effective for 30 years

6b Check only if applicable and check only one box
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

7. ALTERNATIVE DESIGNATION (If applicable):
 CONSIGNEE/CONSIGNOR LESSEE/LESSOR
 SELLER/BUYER AG. LIEN BAILEE/BAILOR
 NON-UCC-FILING

8. Name and Phone Number to contact filer
Kim Capstin

9. Send Acknowledgment To: (Name and Address)
Kim Capstin
Anadarko US Offshore Corporation
1201 Lake Robbins Drive
The Woodlands, Texas 77380

10. The space below is for Filing Office Use Only

11. CHECK TO REQUEST SEARCH REPORT(S) ON DEBTORS
(ADDITIONAL FEE REQUIRED) ALL DEBTORS DEBTOR1 DEBTOR2

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

18a. ORGANIZATION'S NAME Anadarko US Offshore Corporation	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor 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 Eni Petroleum US LLC			
OR			
19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

19c. MAILING ADDRESS 1200 Smith Street, Suite 1700	CITY Houston	STATE TX	POSTAL CODE 77002	COUNTRY USA
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20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME Statoil USA E&P Inc.			
OR			
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

20c. MAILING ADDRESS 2103 City West Blvd., Suite 800	CITY Houston	STATE TX	POSTAL CODE 77042	COUNTRY USA
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21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME Cobalt International Energy, L.P.			
OR			
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

21c. MAILING ADDRESS 1980 Post Oak Blvd., Suite 1200	CITY Houston	STATE TX	POSTAL CODE 77056	COUNTRY USA
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22. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

22c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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23. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

23c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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24. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here

19a. ORGANIZATION'S NAME Anadarko US Offshore Corporation	
OR	
19b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor 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			
19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

19c. MAILING ADDRESS 777 North Eldridge, Suite 900	CITY Houston	STATE TX	POSTAL CODE 77079	COUNTRY USA
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20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME PXP Offshore LLC			
OR			
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

20c. MAILING ADDRESS 400 East Kaliste Saloom Road, Ste 1100	CITY Lafayette	STATE LA	POSTAL CODE 70508	COUNTRY USA
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21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME			
OR			
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

21c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
----------------------	------	-------	-------------	---------

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

22a. ORGANIZATION'S NAME			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

22c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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23. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

23c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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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.

Theresa A. Robichaux

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

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

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 Anadarko Petroleum Corporation 1201 Lake Robbins Dr. The Woodlands TX 77380

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 55-1469984	1b. <input type="checkbox"/> 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: Debtor or Secured Party of record AND Check one of these three boxes to: 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:

As-extracted collateral produced from lease OCS-G 24194 (Green Canyon 859), OCS-G 24197 (Green Canyon 903), OCS-G 26346 (Green Canyon 904), OCS-G 26355 (Green Canyon 948), Offshore Louisiana, Gulf of Mexico; See attached Memorandum of Operating Agreement and Financing Statement attached for full description of the collateral subject to this financing statement.

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 Anadarko Petroleum Corporation				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**
Heidelberg UOA (QLS 370281)

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)

- 1.0 This Memorandum of Unit Operating Agreement and Financing Statement (Louisiana) (this "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 authorized 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 the same conduct in this Memorandum or the presence 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 Agreement, 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.

6.2. 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-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 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.

- 6.3. 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 \$500,000,000.00 (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 Procedure, 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.

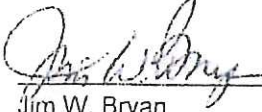
6.7 If any Non-Operator defaults in its payment obligations (a "Defaulting Non-Operator") to Operator under the Unit Operating Agreement, and if any other Non-Operators have paid to Operator any share of amounts owed by the Defaulting Non-Operator, each Non-Operator that has paid a share of the unpaid 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 interest in favor of the respective Non-Operator, this Memorandum (including a carbon, photographic, or other reproduction thereof and hereof) may be

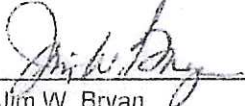
filed in the aforementioned office as a non-standard form of financing statement with the respective Non-Operator being the secured party and the Operator's Affiliate being the debtor with respect to such filing. In addition, this Memorandum also constitutes a financing statement filed as a fixture filing. 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 Agreement, 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 Agreement 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 CORPORATION

By: 
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

ANADARKO US OFFSHORE CORPORATION

By: 
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

MARUBENI OIL & GAS (USA) INC.

By: _____
Name: _____
Title: _____
Date: _____

PXP OFFSHORE LLC

By: _____
Name: Stephen T. Laperouse
Title: Vice President
Date: _____

ENI PETROLEUM US LLC

By: _____
Name: _____
Title: _____
Date: _____

STATOIL USA E&P INC.

By: _____
Name: Keith Howell
Title: Land Manager
Date: _____

COBALT INTERNATIONAL ENERGY, L.P.

By: _____
Name: Ben Davis
Title: Land Manager, Gulf of Mexico
Date: _____

EXXON MOBIL CORPORATION

By: _____
Name: _____
Title: _____
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 17 day of November, 2014

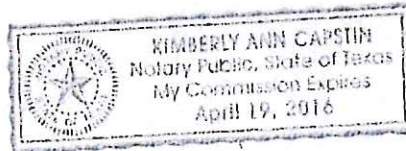
Kimberly Ann Capstin
NOTARY PUBLIC

My Commission Expires: 4-19-2016

WITNESSES

Judith Singh
Printed Name: Judith Singh

Abraham Pussell
Printed Name: Abraham Pussell



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 17 day of November, 2014.

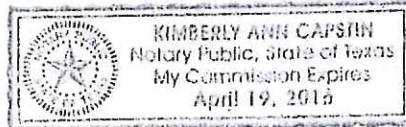
Kimberly Ann Capstin
NOTARY PUBLIC

My Commission Expires: 4-19-2016

WITNESSES

Judith Singh
Printed Name: Judith Singh

Abraham Pussell
Printed Name: Abraham Pussell



ANADARKO PETROLEUM CORPORATION

By: [Signature]
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

ANADARKO US OFFSHORE CORPORATION

By: [Signature]
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

MARUBENI OIL & GAS (USA) INC.

By: [Signature]
Name: Perry Murphree
Title: Chief Operating Officer
Date: 11-21-2014

PXP OFFSHORE LLC

By: _____
Name: Stephen T. Laperouse
Title: Vice President
Date: _____

ENI PETROLEUM US LLC

By: _____
Name: _____
Title: _____
Date: _____

STATOIL USA E&P INC.

By: _____
Name: Keith Howell
Title: Land Manager
Date: _____

COBALT INTERNATIONAL ENERGY, L.P.

By: _____
Name: Ben Davis
Title: Land Manager, Gulf of Mexico
Date: _____

EXXON MOBIL CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by Perry Murphree the Chief Operating Officer 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 21st day of November, 2014.

Katie Colleen Gray
NOTARY PUBLIC

My Commission Expires: December 30, 2016



WITNESSES

Robert B. Priestly
Printed Name: Robert B. Priestly

Maura P. Conice
Printed Name: Maura P. Conice

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 CORPORATION

By: [Signature]
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

ANADARKO US OFFSHORE CORPORATION

By: [Signature]
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

MARUBENI OIL & GAS (USA) INC.

By: _____
Name: _____
Title: _____
Date: _____

PXP OFFSHORE LLC

By: [Signature]
Name: Stephen T. Laperouse
Title: Vice President
Date: 12-1-14

ENI PETROLEUM US LLC

By: _____
Name: _____
Title: _____
Date: _____

STATOIL USA E&P INC.

By: _____
Name: Keith Howell
Title: Land Manager
Date: _____

CFB
MD

COBALT INTERNATIONAL ENERGY, L.P.

By: _____
Name: Ben Davis
Title: Land Manager, Gulf of Mexico
Date: _____

EXXON MOBIL CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by _____ the _____ for Eni Petroleum US LLC and on behalf of said limited liability company 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

Thus done and signed by Stephen T. Laperouse a Vice President for PXP Offshore LLC and on behalf of said limited liability company 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 1st day of December, 2014.

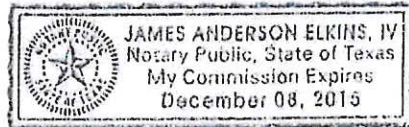
James A. Elkins, IV
NOTARY PUBLIC

My Commission Expires: 12/8/15

WITNESSES

[Signature]
Printed Name: Juliana Schuster

[Signature]
Printed Name: James Bailey



ANADARKO PETROLEUM CORPORATION

ANADARKO US OFFSHORE CORPORATION

By: [Signature]
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-2014

By: [Signature]
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-2014

MARUBENI OIL & GAS (USA) INC.

PXP OFFSHORE LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Stephen T. Laperouse
Title: Vice President
Date: _____

ENI PETROLEUM US LLC

STATOIL USA E&P INC.

By: [Signature] ^{rw}
Name: Gary F. Clifford
Title: Business Development Manager
Date: December 5, 2014

By: _____
Name: Keith Howell
Title: Land Manager
Date: _____

COBALT INTERNATIONAL ENERGY, L.P.

EXXON MOBIL CORPORATION

By: _____
Name: Ben Davis
Title: Land Manager, Gulf of Mexico
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

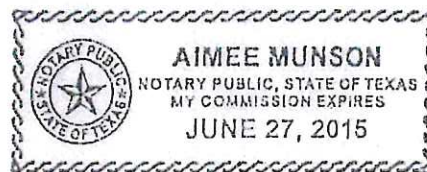
AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by Gary Clifford the Business Development Manager for Eni Petroleum US LLC and on behalf of said limited liability company 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 5th day of Dec., 2014.

Aimee Munson
NOTARY PUBLIC

My Commission Expires: 6/27/15



WITNESSES

Ralph W. [Signature]
Printed Name: Ralph W. [Name]

Bailey Smyth [Signature]
Printed Name: Bailey Smyth

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by _____ the _____ for _____ 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 CORPORATION

By: [Signature]
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

ANADARKO US OFFSHORE CORPORATION

By: [Signature]
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

MARUBENI OIL & GAS (USA) INC.

By: _____
Name: _____
Title: _____
Date: _____

PXP OFFSHORE LLC

By: _____
Name: Stephen T. Laperouse
Title: Vice President
Date: _____

ENI PETROLEUM US LLC

By: _____
Name: _____
Title: _____
Date: _____

STATOIL USA E&P INC.

By: [Signature]
Name: Keith Howell
Title: Land Manager
Date: 11/24/2014

COBALT INTERNATIONAL ENERGY, L.P.

By: _____
Name: Ben Davis
Title: Land Manager, Gulf of Mexico
Date: _____

EXXON MOBIL CORPORATION

By: _____
Name: _____
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

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 November, 2014.

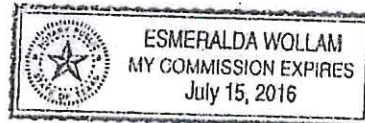
Esmeralda Wollam
NOTARY PUBLIC

My Commission Expires: 7/15/16

WITNESSES

Jordan Surrall
Printed Name: Jordan Surrall

Dan Harris
Printed Name: Dan Harris



ANADARKO PETROLEUM CORPORATION

By: [Signature]
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

ANADARKO US OFFSHORE CORPORATION

By: [Signature]
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

MARUBENI OIL & GAS (USA) INC.

By: _____
Name: _____
Title: _____
Date: _____

PXP OFFSHORE LLC

By: _____
Name: Stephen T. Laperouse
Title: Vice President
Date: _____

ENI PETROLEUM US LLC

By: _____
Name: _____
Title: _____
Date: _____

STATOIL USA E&P INC.

By: _____
Name: Keith Howell
Title: Land Manager
Date: _____

COBALT INTERNATIONAL ENERGY, L.P.

By: [Signature]
Name: Ben Davis
Title: Land Manager, Gulf of Mexico
Date: 11/21/14

EXXON MOBIL CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by _____ the _____ for Eni Petroleum US LLC and on behalf of said limited liability company 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

Thus done and signed by Bon Davis the Attorney-in-Fact for obalt International Energy, L.P. 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 21st day of November, 2014.

Rhonda Vaughn
NOTARY PUBLIC

My Commission Expires: _____

WITNESSES

[Signature]
Printed Name: Mike Jadbick

Connie Chance
Printed Name: Connie Chance



ANADARKO PETROLEUM CORPORATION

By: [Signature]
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

ANADARKO US OFFSHORE CORPORATION

By: [Signature]
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: 11-17-14

MARUBENI OIL & GAS (USA) INC.

By: _____
Name: _____
Title: _____
Date: _____

PXP OFFSHORE LLC

By: _____
Name: Stephen T. Laperouse
Title: Vice President
Date: _____

ENI PETROLEUM US LLC

By: _____
Name: _____
Title: _____
Date: _____

STATOIL USA E&P INC.

By: _____
Name: Keith Howell
Title: Land Manager
Date: _____

COBALT INTERNATIONAL ENERGY, L.P.

By: _____
Name: Ben Davis
Title: Land Manager, Gulf of Mexico
Date: _____

EXXON MOBIL CORPORATION

By: [Signature]
Name: D. Mark Fischer
Title: Agent and Attorney-in-Fact
Date: December 2, 2014

KDM

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by _____ the _____ for _____ 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

Thus done and signed by D. Mark Fincher the Agent and Attorney-in-Fact for Exxon Mobil 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 2 day of December, 2014.

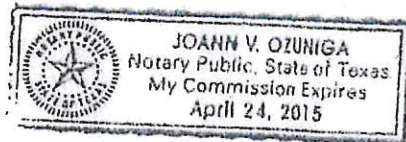
Joann V. Ozuniga
NOTARY PUBLIC

My Commission Expires: 4/24/15

WITNESSES

Keith E. Breiner
Printed Name: Keith Breiner

Kevin Murphy
Printed Name: Kevin Murphy



KJM

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

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
EQUINOR USA E&P INC

First SECURED PARTY
ANADARKO PETROLEUM CORPORATION

Index Type : UCC
Type of Document : UCC-3 AMENDMENT

File Number : 1584377

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.

Theresa A. Robichaux
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

Do not Detach this Recording Page from Original Document

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

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

B. E-MAIL CONTACT AT FILER (optional)
judy.singh@anadarko.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Judy Singh, ALR 10019
Anadarko Petroleum Corporation
1201 Lake Robbins Dr.
The Woodlands TX 77380**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
55-1469984

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
Statoil USA E&P Inc.

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
Equinor USA E&P Inc.

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

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

7c. MAILING ADDRESS

2107 CityWest Blvd., Suite 100 CITY **Houston** STATE **TX** POSTAL CODE **77042** COUNTRY **USA**

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

Indicate collateral:

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
Anadarko Petroleum Corporation

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

10. OPTIONAL FILER REFERENCE DATA:
Heidelberg UOA (QLS 370281)

EXHIBIT A-3

NUMBER 2

Terrebonne Parish Recording Page

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

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) : 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

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

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

B. E-MAIL CONTACT AT FILER (optional)
trupti.patel@anadarko.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Trupti Patel, ALR 10061
 Anadarko Petroleum Corporation
 1201 Lake Robbins Dr.
 The Woodlands TX 77380**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Names

1a. INITIAL FINANCING STATEMENT FILE NUMBER
55-1469984

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: Debtor or Secured Party of record. **AND** Check one of these three boxes to: 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:

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
Anadarko Petroleum Corporation

OR

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

10. OPTIONAL FILER REFERENCE DATA:
Heidelberg Unit Operating Agreement (# 370281)

EXHIBIT A-3

NUMBER 3

Terrebonne Parish Recording Page

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


File Number : 1594702

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.


Clerk of Court



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

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Trupti Patel
B. E-MAIL CONTACT AT FILER (optional) trupti.patel@anadarko.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Trupti Patel, ALR 10061 Anadarko Petroleum Corporation 1201 Lake Robbins Drive The Woodlands, Texas

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 55-1469984	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Acknowledgment (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: Debtor or Secured Party of record AND Check one of these three boxes to:
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 PXP Offshore LLC				
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	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	PCSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

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

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 Anadarko Petroleum Corporation				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Heidelberg Unit Operating Agreement (File No. 370281)

EXHIBIT A-3

NUMBER 4

Terrebonne Parish Recording Page

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

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.


Clerk of Court



On (Recorded Date) : 12/18/2019

At (Recorded Time) : 8:46:57AM



Doc ID - 014922550002

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

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

6/22/2011

A. NAME & PHONE OF CONTACT AT FILER (optional) Anadarko Petroleum Corporation
B. E-MAIL CONTACT AT FILER (optional) judy.singh@anadarko.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Judy Singh, ALR 10019 Anadarko Petroleum Corporation 1201 Lake Robbins Dr. The Woodlands TX 77380

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
55-1469984

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (for recording) 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: Debtor or Secured Party of record
AND Check one of these three boxes to:
 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, add 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 Anadarko US Offshore Corporation			
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 Anadarko US Offshore LLC			
OR 7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS 1201 Lake Robbins Dr.	CITY The Woodlands	STATE TX	POSTAL CODE 77381	COUNTRY USA
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

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 Anadarko Petroleum Corporation			
OR 9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Heidelberg UOA (QLS 370281)

EXHIBIT A-3

NUMBER 5

Terrebonne Parish Recording Page

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

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) : 07/02/2024

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



Doc ID - 016485700002

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

Do not Detach this Recording Page from Original Document

STATE OF LOUISIANA

UNIFORM COMMERCIAL CODE - AMENDMENT
UCC-3

Important - Read instructions Before Completing Form

FOLLOW INSTRUCTIONS (FRONT AND BACK CAREFULLY)

1. Initial Financing Statement File #: 55-1469984

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

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

4. Assignment (full or partial). Give name of assignee in Item 7a or 7b and address of assignee in Item 7c and also give name of assignor in Item 9.

5. AMENDMENT (PARTY INFORMATION) This amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.
 CHANGE name and/or address: Give current record name in Item 6a or 6b; also give new name (if name change) in Item 7a or 7b and/or new address (if address change) in Item 7c
 DELETE name: Give record name to be deleted in Item 6a or 6b
 ADD name: Complete Item 7a or 7b and Item 7c; also complete Items 7d-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a Organization's Name:
OR
6b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable)) First Name Middle Name

7. CHANGED (NEW) OR ADDED INFORMATION:

7a Organization's Name
Marubeni Oil & Gas (USA) LLC
OR
7b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable)) First Name Middle Name
7c Mailing Address 777 N. Eldridge Parkway City: Houston State: TX Postal Code: 77079 Country:
7d Tax ID #: SSN or EIN Add'l Info re Organization: 7e Type of Organization 7f Jurisdiction of Organization 7g Organization ID, if any. None

8. AMENDMENT (Collateral Change): check only one box.
Describe collateral deleted, or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME or SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of Debtor authorizing this Amendment

9a Organization's Name
Marubeni Oil & Gas (USA) LLC
OR
9b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable)) First Name Middle Name

10. OPTIONAL FILER REFERENCE DATA Heidleberg

11. NAME AND PHONE OF CONTACT AT FILER (optional)
Kathleen L. Doody (504-299-6115)

12. SEND ACKNOWLEDGMENT TO: (Name and Address)
Kathleen L. Doody
701 Poydas St., Suite 5000
New Orleans, Louisiana 70139

The above space is for filing office use only

EXHIBIT A-3

NUMBER 6

Terrebonne Parish Recording Page

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.


Clerk of Court



On (Recorded Date) : 07/02/2024

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



Doc ID - 016485710002

Return To : Attn: KIMBERLY CAMBRE
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 (FRONT AND BACK CAREFULLY)

1. Initial Financing Statement File # 55-1469984

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

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

4. **Assignment** (full or partial). Give name of assignee in Item 7a or 7b and address of assignee in Item 7c and also give name of assignor in Item 9.

5. **AMENDMENT (PARTY INFORMATION)** This amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.
 CHANGE name and/or address: Give current record name in Item 6a or 6b; also, give new name (if name change) in Item 7a or 7b and/or new address (if address change) in Item 7c.
 DELETE name: Give record name to be deleted in Item 6a or 6b.
 ADD name: Complete Item 7a or 7b and Item 7c; also complete Items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a Organization's Name
Marubeni Oil & Gas (USA) Inc.

OR

6b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable)) First Name Middle Name

7. CHANGED (NEW) OR ADDED INFORMATION:

7a Organization's Name

OR

7b Individual's Last Name (and Title of Lineage (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'l Info re Organization: 7e Type of Organization 7f Jurisdiction of Organization 7g Organization ID: if any None

8. **AMENDMENT (Collateral Change):** -check only one box.
 Describe collateral deleted, or added, or give entire restated collateral description; or describe collateral assigned.

9. NAME or SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of Debtor authorizing this Amendment)

9a Organization's Name
Anadarko Petroleum Corporation

OR

9b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable)) First Name Middle Name

10. **OPTIONAL FILER REFERENCE DATA** Heidelberg

11. **NAME AND PHONE OF CONTACT AT FILER (optional)**
Kathleen L. Doody (504-299-6115)

12. **SEND ACKNOWLEDGMENT TO: (Name and Address)**
Kathleen L. Doody
701 Poydas St., Suite 5000
New Orleans, Louisiana 70139

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EXHIBIT A-3

NUMBER 7

Terrebonne Parish Recording Page

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

Recording Pages : 2

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

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STATE OF LOUISIANA

UNIFORM COMMERCIAL CODE - AMENDMENT
UCC-3

Important - Read Instructions Before Completing Form

FOLLOW INSTRUCTIONS (FRONT AND BACK CAREFULLY)

1. Initial Financing Statement File # 55-1469984

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4. **Assignment** (full or partial). Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.

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 CHANGE name and/or address: Give current record name in item 6a or 6b; also give **DELETE** name: Give record name **ADD** name: Complete item 7a or 7b and item 7c; also complete items 7d-7g (if applicable)
 DELETE name: Give record name to be deleted in item 6a or 6b.

6. CURRENT RECORD INFORMATION:

6a Organization's Name
Cobalt International Energy, L.P.

OR

6b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable)) First Name Middle Name

7. CHANGED (NEW) OR ADDED INFORMATION:

7a Organization's Name

OR

7b Individual's Last Name (and Title of Lineage (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'l info re Organization:	7e Type of Organization	7f Jurisdiction of Organization	7g Organization ID If any
				None <input type="checkbox"/>

8. AMENDMENT (Collateral Change): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of Debtor authorizing this Amendment.

9a Organization's Name
Anadarko Petroleum Corporation

OR

9b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable)) First Name Middle Name

10. OPTIONAL FILER REFERENCE DATA: Heidelberg

11. NAME AND PHONE OF CONTACT AT FILER (optional)
Kathleen L. Doody (504-299-6115)

12. SEND ACKNOWLEDGMENT TO: (Name and Address)
Kathleen L. Doody
701 Poydas St., Suite 5000
New Orleans, Louisiana 70139

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EXHIBIT A-3

NUMBER 8

Terrebonne Parish Recording Page

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

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.


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At (Recorded Time) : 9:06:58AM



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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

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 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b and item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a Organization's Name

OR

6b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable))	First Name	Middle Name
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a Organization's Name W&T Offshore, Inc.	OR		7b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable))		First Name	Middle Name
7c Mailing Address 5718 Westheimer Road, Suite 700			City Houston	State TX	Postal Code 77057-5745	Country
7d Tax ID #: SSN or EIN	Add'l info re Organization:	7e Type of Organization	7f Jurisdiction of Organization:	7g Organization ID if any		

None

8. AMENDMENT (Collateral Change): check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME or SECURED PARTY of RECORD, AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of Debtor authorizing this Amendment

9a Organization's Name W&T Offshore, Inc.	OR		9b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III), if applicable)		First Name	Middle Name
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10. OPTIONAL FILER REFERENCE DATA Heidleberg

11. NAME AND PHONE OF CONTACT AT FILER (optional)
Kathleen L. Doody (504-299-6115)

12. SEND ACKNOWLEDGMENT TO: (Name and Address)

Kathleen L. Doody
 701 Poydas St., Suite 5000
 New Orleans, Louisiana 70139

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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.