

Fill in this information to identify the case:

Debtor 1 Cobalt GOM #1 LLC

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: Southern District of Texas

Case number 17-36713

RECEIVED

MAR 19 2018

KURTZMAN CARSON CONSULTANTS

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Anadarko Petroleum Corporation
 Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>Bob B. Bruner</u> Name <u>1301 McKinney, Suite 5100</u> Number Street <u>Houston TX 77010</u> City State ZIP Code Contact phone <u>713-651-5216</u> Contact email <u>bob.bruner@nortonrosefulbright.com</u>	<u>Craig A. Olsen</u> Name <u>1201 Lake Robbins Drive</u> Number Street <u>The Woodlands TX 77380</u> City State ZIP Code Contact phone <u>832-636-1242</u> Contact email <u>Craig.Olsen@anadarko.com</u>

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
 MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 204,648.96. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Joint Interest Billings (See Attachment)

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.

Nature of property:

Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

Motor vehicle

Other. Describe: See Attachment

Basis for perfection: See Attachment

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

RECEIVED

MAR 19 2016

KURTZMAN CARSON CONSULTANTS

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

Fixed

Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____
- Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____
- Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____
- Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____
- Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____
- Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/15/2018
MM / DD / YYYY


Signature

RECEIVED
MAR 19 2018
KURTZMAN CARSON CONSULTANTS

Print the name of the person who is completing and signing this claim:

Name Craig A. Olsen
First name Middle name Last name

Title Senior Counsel

Company Anadarko Petroleum Corporation
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1201 Lake Robbins Drive
Number Street

The Woodlands TX 77380
City State ZIP Code

Contact phone 832-636-1242 Email Craig.Olsen@anadarko.com

NORTON ROSE FULBRIGHT

Norton Rose Fulbright US LLP
1301 McKinney, Suite 5100
Houston, Texas 77010-3095
United States

Direct line +1 713 651 5216
bob.bruner@nortonrosefulbright.com

Tel +1 713 651 5151
Fax +1 713 651 5246
nortonrosefulbright.com

March 16, 2018

Cobalt International Energy, Inc. Claims Processing Center
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, California 90245

Re: *Proof of Claim, In re Cobalt International Energy, Inc., et al.*

Dear KCC:

Enclosed please find the proof of claim of Anadarko Petroleum Corporation, along with exhibits to the same, submitted with respect to the estate of Cobalt GOM #1 LLC.

Very truly yours,



Bob Bruner

Enclosure

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§
	§ Chapter 11
COBALT INTERNATIONAL ENERGY, INC., <i>et al.</i> ,	§
	§ Case No. 17-36709
	§
Debtors.	§
	§
	§
	§

**ATTACHMENT TO ANADARKO PETROLEUM CORPORATION'S
PROOF OF CLAIM**

This attachment (the "Attachment") supplements the information stated in the accompanying proof of claim (the "Proof of Claim") filed by Anadarko Petroleum Corporation, on behalf of itself and related entities (collectively, "Anadarko"), and is hereby expressly incorporated as part of the Proof of Claim for all purposes.

GENERAL STATEMENT OF CLAIMS

1. Anadarko is the operator with respect to certain wells, facilities, and Outer Continental Shelf ("OCS") leases related to the Heidelberg prospects and in which Cobalt GOM #1 LLC (the "Debtor") has an ownership or working interest. The parties' rights and obligations related to these interests are governed by multiple agreements between the parties, including the agreements set forth in the Debtor's schedule of executory contracts and unexpired leases, filed at Dkt. Nos. 333 & 335.

2. The Debtor has failed to pay capital expenditures, joint interest billings, and/or other operating costs in proportion to its ownership or working interest, and, in addition, has plugging, abandonment, decommissioning, and other remediation obligations related to the wells, facilities, and leases. Anadarko, as the operator and co-owner and/or working interest

holder in these assets, has, or may be required, to satisfy some or all of these obligations of the Debtor. Anadarko hereby asserts all liquidated, unliquidated, and contingent pre-petition claims arising under the agreements and applicable law based on the Debtor's ownership and working interests in the wells, facilities, and leases, including but not limited to the claims set forth more specifically below.

**UNPAID CAPITAL EXPENDITURES, JOINT INTEREST BILLINGS, AND
OPERATING COSTS**

3. Anadarko is the operator with respect to certain interests arising from OCS leases within the Heidelberg prospect under certain joint operating, unit operating, and joint venture agreements, as further described in the Debtors' schedules and the invoices attached hereto as Exhibit A (along with any related agreements and amendments, the "Heidelberg Agreements").¹

4. As of the Debtors' December 14, 2017 bankruptcy petition date (the "Petition Date"), the Debtor owed no less than \$200,598.96 under the Heidelberg Agreements.²

5. The Debtor also owes no less than \$4,050.00 for lease rental payments.³

6. The Debtor further has and continues to incur obligations under the Heidelberg

¹ The agreements by and between Anadarko and the Debtor, including but not limited to the October 15, 1998 Operating Agreement (Garden Banks, Green Canyon, Walker Ridge and Keathley Canyon Areas—Gulf of Mexico) and the May 19, 2008 Well Participation Agreement (Heidelberg Prospect, Green Canyon Block 859 #1 Well OCS Gulf of Mexico), are not attached hereto because they are voluminous, in the possession of the Debtors, reflected in the Debtors' schedules and the invoices attached hereto, and confidential. Anadarko will provide copies of such agreements to the Debtors upon reasonable request.

² True and correct copies of the invoices that include the pre-petition amounts owed are attached as **Exhibit A**. Although the invoices are dated after the Debtors' Petition Date, a portion of the invoices reflect amounts incurred prior to the Petition Date.

³ A true and correct copy of the invoice reflecting the lease amount is attached as **Exhibit B**.

Agreements and applicable law.⁴

CONTINGENT P&A CLAIMS

7. Under the Heidelberg Agreements and state or federal law, Anadarko, as the operator of the leases, wells, and related facilities, may be authorized and/or required to perform disposal, salvage, plug and abandon, decommissioning, and/or other remediation work related to these interests (the "P&A Costs"). Under the Heidelberg Agreements and state or federal law, the Debtor, as a working interest owner in the leases and owner of wells and related facilities, is obligated to pay its proportionate share of the P&A Costs.

8. Similarly, under the Heidelberg Agreements, if a party abandons its interests or withdraws from the agreements, that party is also liable to the operator in the amount of that party's proportionate share of the estimated P&A Costs.

9. Anadarko hereby asserts all contingent claims related to P&A Costs.

SUBROGATION CLAIMS

10. To the extent that Anadarko is liable with the Debtor on any third-party claim related to assets described herein, including but not limited to the United States, and Anadarko satisfies such claim, Anadarko may be subrogated to the rights of such third-party under Bankruptcy Code section 509, contract, or other applicable law. Accordingly, Anadarko reserves the right to assert any such right of subrogation.

SECURITY INTEREST

11. Under the Heidelberg Agreements and applicable law, Anadarko, as the operator, has liens on the Debtor's interests in the leases, wells, and facilities described herein, and proceeds from the same, to secure the Debtor's obligations under the agreements and applicable

⁴ Anadarko specifically reserves all rights in this regard, including the right to file any motion related to the priority and/or administrative treatment of such claims.

law.

12. Anadarko filed security documents with respect to these lien rights.⁵

13. All claims set forth herein are secured by Anadarko's liens, as well as any rights of setoff, offset, and/or recoupment.

GENERAL STATEMENT AND RESERVATION OF RIGHTS

14. Anadarko reserves, without limitation and to the fullest extent allowed by applicable law, the right to amend, modify, withdraw, renew, extend, restate and/or supplement, for any reason, the Proof of Claim, including but not limited to, the recovery of fees, expenses, and interest under 11 U.S.C. § 506. Anadarko further reserves, without limitation, the right to assert any and all additional claims that Anadarko may have against the Debtors, to the fullest extent allowed by applicable law.

15. In addition, Anadarko reserves, without limitation, all setoff, offset, recoupment, and similar rights under any applicable contract, loan document, statute, common law or equitable principle, including any such right that arises post-petition.

16. Anadarko further expressly reserves its right to assert any and all indemnification and/or reimbursement claims that may exist or that may arise under any applicable agreement or law.

17. The filing of this Proof of Claim is not and shall not be deemed or construed as:

- (a) a waiver or release of Anadarko's right to trial by jury in this court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution;

⁵ True and correct copies of such filings are attached as **Exhibit C**. The filings are voluminous and Anadarko reserves the right to supplement this claim with any additional relevant filings and provide the Debtors with copies of the same, upon reasonable request.

- (b) consent by Anadarko to a jury trial in this court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157 or otherwise;
- (c) consent by Anadarko or waiver or release of Anadarko's right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge;
- (d) a waiver of the right to move to withdraw the reference with respect to the subject matter of the Proofs of Claim, any objection thereto, or other proceeding which may be commenced in these cases against or otherwise involving Anadarko;
- (e) consent by Anadarko or release of Anadarko's right to contest the venue or jurisdiction of this Court over any bankruptcy case, adversary proceeding, contested matter, or other proceedings;
- (f) an election of remedies;
- (g) a waiver of Anadarko's right to claim any post-petition interest or all reasonable fees, costs, or charges under 11 U.S.C. § 506 and the operative documents;
- (h) a waiver of Anadarko's right to assert an administrative expense claim under Bankruptcy Code section 503(b).

18. Anadarko also specifically reserves the right to assert any and all additional rights and claims that have arisen or may arise under the documents and/or any other contracts and/or agreements between the parties. Anadarko does not waive (and expressly reserves) any claim, right, or right of action that Anadarko has or might have against the Debtor, the Debtors' estates, or any other person, whether such claim, right, or action arises prior to, upon, or after the Debtors' petition date.

19. The Proof of Claim is not intended to be, and shall not be construed as, an election of remedies, a waiver of any defaults or a waiver or limitation of any rights, remedies, claims, defenses, or interests of Anadarko, including but not limited to any right of setoff, offset, recoupment, § 502(h) claim, or similar rights or defenses under any agreement, contract, statute,

common law, or equitable doctrine.

Exhibit A

**COBALT GOM 1 LLC
ATTN: ACCOUNTING
920 MEMORIAL CITY WAY, SUITE 100
HOUSTON TX 77024**



Joint Interest Invoice Summary

Payment due in full (15) days after invoice receipt.
 Unpaid balances are subject to interest charges
 Invoices are available on the internet at
www.EnergyLink.com

Billing Period:	1 / 2018
Invoice:	012018JV57912301
Invoice Date:	1 / 31 / 2018
Invoice Amount:	\$ 261,545.13
Currency:	USD

COBALT GOM I LLC
 ATTN: ACCOUNTING
 920 MEMORIAL CITY WAY, SUITE 100
 HOUSTON TX 77024

REMIT CHECK PAYMENT TO:
 ANADARKO U.S. OFFSHORE LLC
 PO BOX 730245
 DALLAS , TX 75373-0245
 (800) 359-1692 CRM.JIB@ANADARKO.COM

REMIT WIRE / ACH PAYMENT TO:
 JP Morgan Chase Bank

Venture	Venture Description	Amount Billed	Cash Call Applied	Netted Revenue	Amount Due
117387	GREEN CANYON BLK 859	21,864.51	0.00	0.00	21,864.51
316061	GREEN CANYON 859 001	(4,050.00)	0.00	0.00	(4,050.00)
316070	GREEN CANYON BLK 903	14,409.84	0.00	0.00	14,409.84
600333	HEIDELBERG GC 859 DEVELOPMENT JV	229,320.78	0.00	0.00	229,320.78
TOTAL INVOICE		261,545.13	0.00	0.00	261,545.13

Current Invoice Amount 261,545.13

Please include invoice and/or venture numbers/amounts on your remittance to ensure accurate and efficient application



Joint Interest Invoice Summary

Payment due in full (15) days after invoice receipt.
 Unpaid balances are subject to interest charges
 Invoices are available on the internet at
www.EnergyLink.com

Billing Period:	1 / 2018
Invoice:	012018JV57912301
Invoice Date:	1 / 31 / 2018
Invoice Amount:	\$ 261,545.13
Currency:	USD

COBALT GOM 1 LLC
 ATTN: ACCOUNTING
 920 MEMORIAL CITY WAY, SUITE 100
 HOUSTON TX 77024

REMIT CHECK PAYMENT TO:
 ANADARKO U.S. OFFSHORE LLC
 PO BOX 730245
 DALLAS , TX 75373-0245
 (800) 359-1692 CRM.JIB@ANADARKO.COM

REMIT WIRE / ACH PAYMENT TO:
 JP Morgan Chase Bank

Venture	Venture Description	Amount Billed	Cash Call Applied	Netted Revenue	Amount Due
---------	---------------------	---------------	-------------------	----------------	------------

BLANK PAGE ----- PLEASE DISREGARD



Joint Interest Invoice Detail

COBALT GOM 1 LLC

Invoice Number: 012018JV57912301

VENTURE: 117387 GREEN CANYON BLK 859 EQUITY GRP: 01E

Account	Account Description	Gross Amount	Net Amount
OPERATING EXPENSE			
1H738800	GREEN CANYON 859 SS002		
80015250	Subsea Wellhead	57,964.12	5,434.14
80031050	Overhead Billed - System Calculated	7,535.34	706.44
Total: 1H738800 GREEN CANYON 859 SS002		65,499.46	6,140.57
1H740200	GREEN CANYON 859 003		
80015250	Subsea Wellhead	57,964.12	5,434.14
80031050	Overhead Billed - System Calculated	7,535.34	706.44
Total: 1H740200 GREEN CANYON 859 003		65,499.46	6,140.57
TOTAL OPERATING EXPENSE		130,998.92	12,281.15
TOTAL VENTURE / EQUITY GROUP		130,998.92	12,281.16
Equity Share: 9.375000 %			
Your Net Share Of Gross Expenditure:			12,281.16



Joint Interest Invoice Detail

COBALT GOM 1 LLC

Invoice Number: 012018JV57912301

VENTURE: 117387 GREEN CANYON BLK 859 EQUITY GRP: 27

Account	Account Description	Gross Amount	Net Amount
OPERATING EXPENSE			
1H738800	GREEN CANYON 859 SS002		
80011030	Contract Labor & Consulting Services	3,555.05	333.29
80015070	Compressors & Compressor Pkgs	1,545.50	144.89
80015080	Electrical Substations & Field Dist	10.74	1.01
80015090	Engines/Motors/Generators/Drivers	496.52	46.55
80015310	Platform or Facility Maintenance	62.39	5.85
80017070	Environ/Reg Permits, Licenses and Fees	3,094.62	290.12
80018000	Personal Protective Equipment	24.58	2.30
80018020	Safety Equip/Systems	52.03	4.88
80018030	Occupational Health Expenses	80.45	7.54
80018040	Safety Training	9.62	0.90
80018060	Process Safety Management (PSM/SEMP)	39.29	3.68
80020050	Equipment Rental	163.96	15.37
80023000	Operating Tools & Supplies	6.00	0.56
80024020	Transportation/Freight Ground	10.42	0.98
80025000	Buildings Operating	7.28	0.68
80025010	Shore Base/Staging Area Expenses	269.39	25.26
80025020	Living & Camp/Housing Expenses	246.33	23.09
80025060	Computer Expenses	(0.11)	(0.01)
80025070	Telephone & Communications	32.57	3.05
80025110	Warehouse Handling	55.62	5.21
80025150	Lodging-Business Trips & Other	43.67	4.09
80031030	Payroll Burden Billed	108.09	10.13
80031050	Overhead Billed - System Calculated	1,303.41	122.19
80040080	Communication Equipment	3.54	0.33
SL800307	Company Labor Allocation (Secondary)	107.75	10.10
SL800317	Company Labor Hourly Allocations (Second	0.90	0.08
Total: 1H738800	GREEN CANYON 859 SS002	11,329.61	1,062.15

COBALT GOM 1 LLC

Invoice Number: 012018JV57912301

VENTURE: 117387 GREEN CANYON BLK 859 EQUITY GRP: 27

Account	Account Description	Gross Amount	Net Amount
1H740200	GREEN CANYON 859 003		
80011030	Contract Labor & Consulting Services	3,555.05	333.29
80015070	Compressors & Compressor Pkgs	1,545.50	144.89
80015080	Electrical Substations & Field Dist	10.74	1.01
80015090	Engines/Motors/Generators/Drivers	496.52	46.55
80015310	Platform or Facility Maintenance	62.39	5.85
80017070	Environ/Reg Permits, Licenses and Fees	3,094.62	290.12
80018000	Personal Protective Equipment	24.58	2.30
80018020	Safety Equip/Systems	52.03	4.88
80018030	Occupational Health Expenses	80.45	7.54
80018040	Safety Training	9.62	0.90
80018060	Process Safety Management (PSM/SEMP)	39.29	3.68
80020050	Equipment Rental	163.96	15.37
80023000	Operating Tools & Supplies	6.00	0.56
80024020	Transportation/Freight Ground	10.42	0.98
80025000	Buildings Operating	7.28	0.68
80025010	Shore Base/Staging Area Expenses	269.39	25.26
80025020	Living & Camp/Housing Expenses	246.33	23.09
80025060	Computer Expenses	(0.11)	(0.01)
80025070	Telephone & Communications	32.57	3.05
80025110	Warehouse Handling	55.62	5.21
80025150	Lodging-Business Trips & Other	43.67	4.09
80031030	Payroll Burden Billed	108.09	10.13
80031050	Overhead Billed - System Calculated	1,303.41	122.19
80040080	Communication Equipment	3.54	0.33
SL800307	Company Labor Allocation (Secondary)	107.75	10.10
SL800317	Company Labor Hourly Allocations (Second	0.90	0.08
Total: 1H740200	GREEN CANYON 859 003	11,329.61	1,062.15
1H911000	GREEN CANYON 859 005		
80011030	Contract Labor & Consulting Services	3,555.05	333.29
80012130	Coring & Analysis	2,420.00	226.88
80015070	Compressors & Compressor Pkgs	1,545.50	144.89
80015080	Electrical Substations & Field Dist	10.74	1.01
80015090	Engines/Motors/Generators/Drivers	496.52	46.55
80015250	Subsea Wellhead	57,964.12	5,434.14
80015310	Platform or Facility Maintenance	62.39	5.85

COBALT GOM I LLC

Invoice Number: 012018JV57912301

VENTURE: 117387 GREEN CANYON BLK 859 EQUITY GRP: 27

Account	Account Description	Gross Amount	Net Amount
80017070	Environ/Reg Permits, Licenses and Fees	3,094.62	290.12
80018000	Personal Protective Equipment	24.58	2.30
80018020	Safety Equip/Systems	52.03	4.88
80018030	Occupational Health Expenses	80.45	7.54
80018040	Safety Training	9.62	0.90
80018060	Process Safety Management (PSM/SEMP)	39.29	3.68
80020050	Equipment Rental	163.96	15.37
80023000	Operating Tools & Supplies	6.00	0.56
80024020	Transportation/Freight Ground	10.42	0.98
80025000	Buildings Operating	7.28	0.68
80025010	Shore Base/Staging Area Expenses	269.39	25.26
80025020	Living & Camp/Housing Expenses	246.33	23.09
80025060	Computer Expenses	(0.11)	(0.11)
80025070	Telephone & Communications	32.57	3.05
80025110	Warehouse Handling	55.62	5.21
80025150	Lodging-Business Trips & Other	43.67	4.09
80031030	Payroll Burden Billed	108.09	10.13
80031050	Overhead Billed - System Calculated	9,153.35	858.13
80040080	Communication Equipment	3.54	0.33
SL800307	Company Labor Allocation (Secondary)	107.75	10.10
SL800317	Company Labor Hourly Allocations (Second	0.90	0.08
Total: 1H911000 GREEN CANYON 859 005		79,563.67	7,459.09

TOTAL OPERATING EXPENSE	102,222.89	9,583.40
--------------------------------	-------------------	-----------------

TOTAL VENTURE / EQUITY GROUP	102,222.89	9,583.32
-------------------------------------	-------------------	-----------------

Equity Share: 9.375000 %
Your Net Share Of Gross Expenditure: 9,583.32



Joint Interest Invoice Detail

COBALT GOM 1 LLC
 Invoice Number: 012018JV57912301
 VENTURE: 316061 GREEN CANYON 859 001 EQUITY GRP: 29

Account	Account Description	Gross Amount	Net Amount
OPERATING EXPENSE			
0040901374	HEIDLEBERG LEASE RENTALS		
80010260	Consideration/Rent-ROW, Fac, Fee Purchase, Esmt(>=30)	(43,200.00)	(4,050.00)
Total: 0040901374 HEIDLEBERG LEASE RENTALS		(43,200.00)	(4,050.00)
TOTAL OPERATING EXPENSE		(43,200.00)	(4,050.00)
TOTAL VENTURE / EQUITY GROUP		(43,200.00)	(4,050.00)
Equity Share: 9.375000 %			
Your Net Share Of Gross Expenditure:			(4,050.00)



Joint Interest Invoice Detail

COBALT GOM 1 LLC
 Invoice Number: 012018JV57912301
 VENTURE: 316070 GREEN CANYON BLK 903 EQUITY GRP: 17

Account	Account Description	Gross Amount	Net Amount
OPERATING EXPENSE			
1H740100	GREEN CANYON 903 006		
80015250	Subsea Wellhead	57,964.12	5,434.14
80031050	Overhead Billed - System Calculated	7,535.34	706.44
Total: 1H740100 GREEN CANYON 903 006		65,499.46	6,140.57
TOTAL OPERATING EXPENSE		65,499.46	6,140.57
TOTAL VENTURE / EQUITY GROUP		65,499.46	6,140.58
Equity Share: 9.375000 %			
Your Net Share Of Gross Expenditure:			6,140.58



Joint Interest Invoice Detail

COBALT GOM 1 LLC

Invoice Number: 012018JV57912301

VENTURE: 316070 GREEN CANYON BLK 903 EQUITY GRP: 01C

Account	Account Description	Gross Amount	Net Amount
OPERATING EXPENSE			
1H919200	GREEN CANYON 903 005		
80015250	Subsea Wellhead	57,964.12	5,434.14
80031050	Overhead Billed - System Calculated	7,535.34	706.44
Total: 1H919200 GREEN CANYON 903 005		65,499.46	6,140.57
TOTAL OPERATING EXPENSE		65,499.46	6,140.57
TOTAL VENTURE / EQUITY GROUP		65,499.46	6,140.58
Equity Share: 9.375000 %			
Your Net Share Of Gross Expenditure:			6,140.58



Joint Interest Invoice Detail

COBALT GOM 1 LLC

Invoice Number: 012018JV57912301

VENTURE: 316070 GREEN CANYON BLK 903 EQUITY GRP: 02B

Account	Account Description	Gross Amount	Net Amount
OPERATING EXPENSE			
1H740100	GREEN CANYON 903 006		
80011030	Contract Labor & Consulting Services	3,555.05	333.29
80015070	Compressors & Compressor Pkgs	1,545.50	144.89
80015080	Electrical Substations & Field Dist	10.74	1.01
80015090	Engines/Motors/Generators/Drivers	496.52	46.55
80015310	Platform or Facility Maintenance	62.39	5.85
80017070	Environ/Reg Permits, Licenses and Fees	3,094.62	290.12
80018000	Personal Protective Equipment	24.58	2.30
80018020	Safety Equip/Systems	52.03	4.88
80018030	Occupational Health Expenses	80.45	7.54
80018040	Safety Training	9.62	0.90
80018060	Process Safety Management (PSM/SEMP)	39.29	3.68
80020050	Equipment Rental	163.96	15.37
80023000	Operating Tools & Supplies	6.00	0.56
80024020	Transportation/Freight Ground	10.42	0.98
80025000	Buildings Operating	7.28	0.68
80025010	Shore Base/Staging Area Expenses	269.39	25.26
80025020	Living & Camp/Housing Expenses	246.33	23.09
80025060	Computer Expenses	(0.11)	(0.01)
80025070	Telephone & Communications	32.57	3.05
80025110	Warehouse Handling	55.62	5.21
80025150	Lodging-Business Trips & Other	43.67	4.09
80031030	Payroll Burden Billed	108.09	10.13
80031050	Overhead Billed - System Calculated	1,303.41	122.19
80040080	Communication Equipment	3.54	0.33
SL800307	Company Labor Allocation (Secondary)	107.75	10.10
SL800317	Company Labor Hourly Allocations (Second	0.90	0.08
Total: 1H740100	GREEN CANYON 903 006	11,329.61	1,062.15

COBALT GOM 1 LLC

Invoice Number: 012018JV57912301

VENTURE: 316070 GREEN CANYON BLK 903 EQUITY GRP: 02B

Account	Account Description	Gross Amount	Net Amount
1J322400	GREEN CANYON 903 007		
80011030	Contract Labor & Consulting Services	3,555.56	333.33
80015070	Compressors & Compressor Pkgs	1,545.50	144.89
80015080	Electrical Substations & Field Dist	10.74	1.01
80015090	Engines/Motors/Generators/Drivers	496.52	46.55
80015310	Platform or Facility Maintenance	62.39	5.85
80017070	Environ/Reg Permits, Licenses and Fees	3,132.72	293.69
80018000	Personal Protective Equipment	24.58	2.30
80018020	Safety Equip/Systems	52.03	4.88
80018030	Occupational Health Expenses	80.45	7.54
80018040	Safety Training	9.62	0.90
80018060	Process Safety Management (PSM/SEMP)	39.29	3.68
80020050	Equipment Rental	163.96	15.37
80023000	Operating Tools & Supplies	6.00	0.56
80024020	Transportation/Freight Ground	10.42	0.98
80025000	Buildings Operating	7.28	0.68
80025010	Shore Base/Staging Area Expenses	269.39	25.26
80025020	Living & Camp/Housing Expenses	246.33	23.09
80025060	Computer Expenses	(0.11)	(0.01)
80025070	Telephone & Communications	32.57	3.05
80025110	Warehouse Handling	55.62	5.21
80025150	Lodging-Business Trips & Other	43.67	4.09
80031030	Payroll Burden Billed	109.62	10.28
80031050	Overhead Billed - System Calculated	1,308.82	122.70
80040080	Communication Equipment	3.54	0.33
SL800307	Company Labor Allocation (Secondary)	109.29	10.25
SL800317	Company Labor Hourly Allocations (Second	0.90	0.08
Total: 1J322400 GREEN CANYON 903 007		11,376.70	1,066.57
TOTAL OPERATING EXPENSE		22,706.31	2,128.72

COBALT GOM 1 LLC
Invoice Number: 012018JV57912301
VENTURE: 316070 GREEN CANYON BLK 903 EQUITY GRP: 02B

Account	Account Description	Gross Amount	Net Amount
TOTAL VENTURE / EQUITY GROUP		22,706.31	2,128.66
Equity Share: 9.375000 %			
Your Net Share Of Gross Expenditure:			2,128.66



Joint Interest Invoice Detail

COBALT GOM 1 LLC

Invoice Number: 012018JV57912301

VENTURE: 600333 HEIDELBERG GC 859 DEVELOPMENT JV EQUITY GRP: 17

Account	Account Description	Gross Amount	Net Amount
OPERATING EXPENSE			
0040901448	HEIDELBERG GC 859 DEVELOPMENT		
80029000	Gas Processing Fees	17,500.00	1,640.63
80031050	Overhead Billed - System Calculated	2,275.00	213.28
Total: 0040901448 HEIDELBERG GC 859 DEVELOPMENT		19,775.00	1,853.91
TOTAL OPERATING EXPENSE		19,775.00	1,853.91
TOTAL VENTURE / EQUITY GROUP		19,775.00	1,853.90
Equity Share: 9.375000 %			
Your Net Share Of Gross Expenditure:			1,853.90



Joint Interest Invoice Detail

COBALT GOM 1 LLC

Invoice Number: 012018JV57912301

VENTURE: 600333 HEIDELBERG GC 859 DEVELOPMENT JV EQUITY GRP: 21

Account	Account Description	Gross Amount	Net Amount
AFE EXPENDITURES			
2128742.OPE	HEIDELBERG 2017 HOT BOLTING		
80015310	Platform or Facility Maintenance	18,900.00	1,771.88
80020050	Equipment Rental	1,009.15	94.61
80023000	Operating Tools & Supplies	2,992.95	280.59
80024000	Transportation/Freight Air	32,220.31	3,020.65
80024010	Transportation/Freight Marine	10,384.04	973.50
80025010	Shore Base/Staging Area Expenses	1,019.14	95.54
80031050	Overhead Billed - System Calculated	8,648.33	810.78
Total: 2128742.OPE	HEIDELBERG 2017 HOT BOLTING	75,173.92	7,047.56
2129644.OPE	HEIDELBERG 2017 PAINTING PROGRAM		
80011030	Contract Labor & Consulting Services	1,039.05	97.41
80015310	Platform or Facility Maintenance	23,600.25	2,212.52
80020050	Equipment Rental	930.00	87.19
80021090	Chemicals Other	4,167.74	390.73
80024000	Transportation/Freight Air	36,965.10	3,465.48
80024010	Transportation/Freight Marine	42,587.19	3,992.55
80024020	Transportation/Freight Ground	1,274.94	119.53
80024080	Shorebase Loading Charges	302.59	28.37
80025000	Buildings Operating	0.36	0.03
80025010	Shore Base/Staging Area Expenses	1,366.87	128.14
80025020	Living & Camp/Housing Expenses	24.65	2.31
80031030	Payroll Burden Billed	337.66	31.66
80031050	Overhead Billed - System Calculated	14,681.65	1,376.40
SL800310	Company Labor Field Hourly (Billable)	339.42	31.82
Total: 2129644.OPE	HEIDELBERG 2017 PAINTING PROGRAM	127,617.47	11,964.14
2135638.OPE	HEIDELBERG INTEGRITY MANAG. APPL.		

COBALT GOM 1 LLC

Invoice Number: 012018JV57912301

VENTURE: 600333 HEIDELBERG GC 859 DEVELOPMENT JV EQUITY GRP: 21

Account	Account Description	Gross Amount	Net Amount
80011030	Contract Labor & Consulting Services	1,780.00	166.88
80031050	Overhead Billed - System Calculated	231.40	21.69
Total: 2135638.OPE HEIDELBERG INTEGRITY MANAG. APPL.		2,011.40	188.57
2135754.OPE	HEIDELBERG CARBON FILTRATION		
80017030	Environmental Waste Disposal	1,167.28	109.43
80024010	Transportation/Freight Marine	26.96	2.53
80024020	Transportation/Freight Ground	794.90	74.52
80031050	Overhead Billed - System Calculated	258.58	24.24
Total: 2135754.OPE HEIDELBERG CARBON FILTRATION		2,247.72	210.72
2136219.OPE	HEIDELBERG 2017 HULL INSPECTION		
80011030	Contract Labor & Consulting Services	46,340.19	4,344.39
80015310	Platform or Facility Maintenance	116,621.88	10,933.30
80020050	Equipment Rental	136.87	12.83
80024010	Transportation/Freight Marine	27,710.83	2,597.89
80031050	Overhead Billed - System Calculated	24,805.27	2,325.49
Total: 2136219.OPE HEIDELBERG 2017 HULL INSPECTION		215,615.04	20,213.91
2137706.OPE	HEIDELBERG 2017 SWITCHGEAR INSPECTION		
80024010	Transportation/Freight Marine	34.71	3.25
80031050	Overhead Billed - System Calculated	4.51	0.42
Total: 2137706.OPE HEIDELBERG 2017 SWITCHGEAR INSPECTION		39.22	3.68
2138628.OPE	HEIDELBERG PROFESSIONAL ENG. STAMPING		
80011030	Contract Labor & Consulting Services	13,631.70	1,277.97
80031050	Overhead Billed - System Calculated	1,772.12	166.14
Total: 2138628.OPE HEIDELBERG PROFESSIONAL ENG. STAMPING		15,403.82	1,444.11
2140310.OPE	HEIDELBERG BMT FALL SERVICE		
80011030	Contract Labor & Consulting Services	79.05	7.41
80024000	Transportation/Freight Air	8,655.37	811.44
80024010	Transportation/Freight Marine	1.38	0.13
80024080	Shorebase Loading Charges	151.33	14.19
80025000	Buildings Operating	0.18	0.02
80025010	Shore Base/Staging Area Expenses	403.15	37.80
80025020	Living & Camp/Housing Expenses	12.33	1.16
80031050	Overhead Billed - System Calculated	1,209.36	113.38

COBALT GOM 1 LLC

Invoice Number: 012018JV57912301

VENTURE: 600333 HEIDELBERG GC 859 DEVELOPMENT JV EQUITY GRP: 21

Account	Account Description	Gross Amount	Net Amount
Total: 2140310.OPE HEIDELBERG BMT FALL SERVICE		10,512.15	985.51
2141817.OPE	HEIDELBERG 2018 PAINTING PROGRAM		
80024020	Transportation/Freight Ground	179.50	16.83
80031050	Overhead Billed - System Calculated	23.34	2.19
Total: 2141817.OPE HEIDELBERG 2018 PAINTING PROGRAM		202.84	19.02
TOTAL AFE EXPENDITURES		448,823.58	42,077.21

OPERATING EXPENSE

0040901448	HEIDELBERG GC 859 DEVELOPMENT		
80010015	Land Recording Fees	405.00	37.97
80010260	Consideration/Rent-ROW, Fac, Fee Purchase, Esmt(>=30)	43,200.00	4,050.00
80011010	Contract Pumping & Operating Services	9,862.36	924.60
80011020	Core Contractors	68,789.95	6,449.06
100003600	Audit Exc.: DEEP GULF, A2017-16, EXC 5	5,281.92	
100003600	Suppl Contract Labor & Con	5,281.92	
80011030	Contract Labor & Consulting Services	89,549.43	8,395.26
80011050	Legal Services & Fees	360.00	33.75
80012080	Drilling & Wellwork Mud & Chemicals	895.44	83.95
80012130	Coring & Analysis	7,314.00	685.69
80012330	Drilling & Wellwork Misc Services	11,894.43	1,115.10
80015060	Valves, Fittings & Process Piping	59,536.00	5,581.50
80015070	Compressors & Compressor Pkgs	37,715.04	3,535.79
80015090	Engines/Motors/Generators/Drivers	2,066.94	193.78
80015100	Instrumentation & Control Equipment	55,220.62	5,176.93
80015170	Surface/Subsea Pumps & Others	17,727.49	1,661.95
80015210	Offshore Topside Equipment	18,719.56	1,754.96
80015300	Crane Maintenance and Repair	3,908.00	366.38
80015310	Platform or Facility Maintenance	50,400.57	4,725.05
80015900	Metering & Measurement Equipment	28,812.47	2,701.17
80017000	Environmental/Regulatory Studies & Plans	1,829.00	171.47
80017030	Environmental Waste Disposal	7,442.64	697.75
80017070	Environ/Reg Permits, Licenses and Fees	17,605.00	1,650.47

COBALT GOM 1 LLC

Invoice Number: 012018JV57912301

VENTURE: 600333 HEIDELBERG GC 859 DEVELOPMENT JV EQUITY GRP: 21

Account	Account Description	Gross Amount	Net Amount
80018000	Personal Protective Equipment	6,670.58	625.37
80018020	Safety Equip/Systems	32,049.35	3,004.63
80018030	Occupational Health Expenses	1,263.66	118.47
80018040	Safety Training	284.08	26.63
80019030	Fuel-Operating	3,380.44	316.92
80020050	Equipment Rental	6,995.53	655.83
80021020	Chemicals Defoamer	15,769.60	1,478.40
80021090	Chemicals Other	46,310.66	4,341.62
80021100	Chemicals Water Treating	10,141.91	950.80
80021120	Chemicals Glycol	2,002.80	187.76
80021130	Chemicals Demulsifier	22,140.00	2,075.63
80021250	Subsea Hydraulic Fluid	13,475.00	1,263.28
80023000	Operating Tools & Supplies	54,686.37	5,126.85
80024000	Transportation/Freight Air	148,966.88	13,965.65
80024010	Transportation/Freight Marine	73,674.77	6,907.01
80024020	Transportation/Freight Ground	4,735.74	443.98
80024080	Shorebase Loading Charges	1,815.64	170.22
80025000	Buildings Operating	2.21	0.21
80025010	Shore Base/Staging Area Expenses	5,257.05	492.85
80025020	Living & Camp/Housing Expenses	101,562.87	9,521.52
80025070	Telephone & Communications	51,715.36	4,848.32
80025110	Warehouse Handling	11,437.59	1,072.27
80025130	M&E-Business Trips & Other	430.19	40.33
80025150	Lodging-Business Trips & Other	6,129.07	574.60
80025160	Other-Business Trips & Other	242.50	22.73
80029000	Gas Processing Fees	43,692.91	4,096.21
80031030	Payroll Burden Billed	264,125.47	24,761.76
80031050	Overhead Billed - System Calculated	223,909.01	20,991.47
81030290	Miscellaneous G&A Exp	345.60	32.40
SL800300	Company Labor Field Salaried (Billable)	30,025.78	2,814.92
SL800310	Company Labor Field Hourly (Billable)	222,958.01	20,902.31
SL800315	Company Labor Hourly Settlement (Second)	284.94	26.71
SL800330	Company Labor Other - Field	12,237.37	1,147.25
Total: 0040901448 HEIDELBERG GC 859 DEVELOPMENT		1,951,972.88	182,997.46
TOTAL OPERATING EXPENSE		1,951,972.88	182,997.46

COBALT GOM 1 LLC

Invoice Number: 012018JV57912301

VENTURE: 600333 HEIDELBERG GC 859 DEVELOPMENT JV EQUITY GRP: 21

Account	Account Description	Gross Amount	Net Amount
TOTAL VENTURE / EQUITY GROUP		2,400,796.46	225,074.67
Equity Share: 9.375000 %			
Your Net Share Of Gross Expenditure:			225,074.67



Joint Interest Invoice Detail

COBALT GOM 1 LLC

Invoice Number: 012018JV57912301

VENTURE: 600333 HEIDELBERG GC 859 DEVELOPMENT JV EQUITY GRP: 22

Account	Account Description	Gross Amount	Net Amount
AFE EXPENDITURES			
2078324.05130E.CON	HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT		
5000000700	Heidelberg Topside/Manifold 859LC R	14,343.00	
80015210	Offshore Topside Equipment	14,343.00	1,344.66
80031050	Overhead Billed - System Calculated	286.85	26.89
Total: 2078324.05130E.CON	HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT	14,629.85	1,371.55
2078324.05900.CON	HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT		
80011030	Contract Labor & Consulting Services	1,689.00	158.34
80031050	Overhead Billed - System Calculated	33.78	3.17
Total: 2078324.05900.CON	HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT	1,722.78	161.51
2078691.05010.CON	HEIDELBERG DEVELOPMENT FINAL DESIGN AFE		
80011030	Contract Labor & Consulting Services	694.50	65.11
80031050	Overhead Billed - System Calculated	13.89	1.30
Total: 2078691.05010.CON	HEIDELBERG DEVELOPMENT FINAL DESIGN AFE	708.39	66.41
2078692.01100.DEV	HEIDELBERG DEVELOPMENT INTEGRATED PROJEC		
80011030	Contract Labor & Consulting Services	5,494.13	515.07
80031050	Overhead Billed - System Calculated	137.36	12.88
Total: 2078692.01100.DEV	HEIDELBERG DEVELOPMENT INTEGRATED PROJEC	5,631.49	527.95
2078692.01210.DEV	HEIDELBERG DEVELOPMENT INTEGRATED PROJEC		
80025130	M&E-Business Trips & Other	40.26	3.77
80025150	Lodging-Business Trips & Other	95.87	8.99
80025160	Other-Business Trips & Other	144.43	13.54
80031050	Overhead Billed - System Calculated	7.01	0.66
Total: 2078692.01210.DEV	HEIDELBERG DEVELOPMENT INTEGRATED PROJEC	287.57	26.96

COBALT GOM 1 LLC

Invoice Number: 012018JV57912301

VENTURE: 600333 HEIDELBERG GC 859 DEVELOPMENT JV EQUITY GRP: 22

Account	Account Description	Gross Amount	Net Amount
TOTAL AFE EXPENDITURES		22,980.08	2,154.38
AFE EXPENDITURES			
2078033.06300.CON	HEIDELBERG EXPORT SYSTEM		
80011030	Contract Labor & Consulting Services	2,535.00	237.66
Total: 2078033.06300.CON HEIDELBERG EXPORT SYSTEM		2,535.00	237.66
TOTAL AFE EXPENDITURES		2,535.00	237.66
TOTAL VENTURE / EQUITY GROUP		25,515.08	2,392.04
Equity Share: 9.375000 %			
Your Net Share Of Gross Expenditure:			2,392.04

**COBALT GOM 1 LLC
ATTN: ACCOUNTING
920 MEMORIAL CITY WAY, SUITE 100
HOUSTON TX 77024**



Joint Interest Invoice Summary

Payment due in full (15) days after invoice receipt.
 Unpaid balances are subject to interest charges
 Invoices are available on the internet at
 www.EnergyLink.com

Billing Period:	2 / 2018
Invoice:	022018JV57912301
Invoice Date:	2 / 28 / 2018
Invoice Amount:	\$ 301,779.20
Currency:	USD

COBALT GOM 1 LLC
 ATTN: ACCOUNTING
 920 MEMORIAL CITY WAY, SUITE 100
 HOUSTON TX 77024

REMIT CHECK PAYMENT TO:
 ANADARKO U.S. OFFSHORE LLC
 PO BOX 730245
 DALLAS , TX 75373-0245
 (800) 359-1692 CRM.JIB@ANADARKO.COM

REMIT WIRE / ACH PAYMENT TO:
 JP Morgan Chase Bank

Venture	Venture Description	Amount Billed	Cash Call Applied	Netted Revenue	Amount Due
117387	GREEN CANYON BLK 859	9,714.44	0.00	0.00	9,714.44
316070	GREEN CANYON BLK 903	(11,775.56)	0.00	0.00	(11,775.56)
600333	HEIDELBERG GC 859 DEVELOPMENT JV	303,840.32	0.00	0.00	303,840.32
TOTAL INVOICE		301,779.20	0.00	0.00	301,779.20

Current Invoice Amount 301,779.20

Please include invoice and/or venture numbers/amounts on your remittance to ensure accurate and efficient application



Joint Interest Invoice Summary

Payment due in full (15) days after invoice receipt.
 Unpaid balances are subject to interest charges
 Invoices are available on the internet at
www.EnergyLink.com

Billing Period:	2 / 2018
Invoice:	022018JV57912301
Invoice Date:	2 / 28 / 2018
Invoice Amount:	\$ 301,779.20
Currency:	USD

COBALT GOM 1 LLC
 ATTN: ACCOUNTING
 920 MEMORIAL CITY WAY, SUITE 100
 HOUSTON TX 77024

REMIT CHECK PAYMENT TO:
 ANADARKO U.S. OFFSHORE LLC
 PO BOX 730245
 DALLAS , TX 75373-0245
 (800) 359-1692 CRM.JIB@ANADARKO.COM

REMIT WIRE / ACH PAYMENT TO:
 JP Morgan Chase Bank

Venture	Venture Description	Amount Billed	Cash Call Applied	Netted Revenue	Amount Due
---------	---------------------	---------------	-------------------	----------------	------------

BLANK PAGE ----- PLEASE DISREGARD



Joint Interest Invoice Detail

COBALT GOM 1 LLC

Invoice Number: 022018JV57912301

VENTURE: 117387 GREEN CANYON BLK 859 EQUITY GRP: 01E

Account	Account Description	Gross Amount	Net Amount
OPERATING EXPENSE			
1H738800	GREEN CANYON 859 SS002		
80015250	Subsea Wellhead	(57,964.12)	(5,434.14)
80031050	Overhead Billed - System Calculated	(7,535.34)	(706.44)
Total: 1H738800 GREEN CANYON 859 SS002		(65,499.46)	(6,140.57)
1H740200	GREEN CANYON 859 003		
80015250	Subsea Wellhead	(57,964.12)	(5,434.14)
80031050	Overhead Billed - System Calculated	(7,535.34)	(706.44)
Total: 1H740200 GREEN CANYON 859 003		(65,499.46)	(6,140.57)
TOTAL OPERATING EXPENSE		(130,998.92)	(12,281.15)
TOTAL VENTURE / EQUITY GROUP		(130,998.92)	(12,281.16)
Equity Share: 9.375000 %			
Your Net Share Of Gross Expenditure:			(12,281.16)



Joint Interest Invoice Detail

COBALT GOM 1 LLC
 Invoice Number: 022018JV57912301
 VENTURE: 117387 GREEN CANYON BLK 859 EQUITY GRP: 01Y

Account	Account Description	Gross Amount	Net Amount
AFE EXPENDITURES			
2096271.DRL	GREEN CANYON 859 #2		
80015250	Subsea Wellhead	57,964.12	5,434.14
Total: 2096271.DRL GREEN CANYON 859 #2		57,964.12	5,434.14
TOTAL AFE EXPENDITURES		57,964.12	5,434.14
TOTAL VENTURE / EQUITY GROUP		57,964.12	5,434.14
Equity Share: 9.375000 %			
Your Net Share Of Gross Expenditure:			5,434.14



Joint Interest Invoice Detail

COBALT GOM 1 LLC
 Invoice Number: 022018JV57912301
 VENTURE: 117387 GREEN CANYON BLK 859 EQUITY GRP: 01Z

Account	Account Description	Gross Amount	Net Amount
AFE EXPENDITURES			
2096276.DRL	GREEN CANYON 903 006		
80015250	Subsea Wellhead	57,964.12	5,434.14
Total: 2096276.DRL GREEN CANYON 903 006		57,964.12	5,434.14
2101132.DRL	HEIDELBERG GC 903 #5 DRILLING AFE		
80015250	Subsea Wellhead	57,964.12	5,434.14
Total: 2101132.DRL HEIDELBERG GC 903 #5 DRILLING AFE		57,964.12	5,434.14
2101936.DRL	HEIDELBERG GC 859 #3 DRILLING AFE		
80015250	Subsea Wellhead	57,964.12	5,434.14
Total: 2101936.DRL HEIDELBERG GC 859 #3 DRILLING AFE		57,964.12	5,434.14
TOTAL AFE EXPENDITURES		173,892.36	16,302.41
TOTAL VENTURE / EQUITY GROUP		173,892.36	16,302.42
Equity Share: 9.375000 %			
Your Net Share Of Gross Expenditure:			16,302.42



Joint Interest Invoice Detail

COBALT GOM 1 LLC

Invoice Number: 022018JV57912301

VENTURE: 117387 GREEN CANYON BLK 859 EQUITY GRP: 27

Account	Account Description	Gross Amount	Net Amount
OPERATING EXPENSE			
1H738800	GREEN CANYON 859 SS002		
80011030	Contract Labor & Consulting Services	698.83	65.52
80015060	Valves, Fittings & Process Piping	13.54	1.27
80015070	Compressors & Compressor Pkgs	18.30	1.72
80017000	Environmental/Regulatory Studies & Plans	(18.91)	(1.77)
80018000	Personal Protective Equipment	13.90	1.30
80018020	Safety Equip/Systems	47.95	4.50
80018040	Safety Training	213.90	20.05
80020050	Equipment Rental	61.34	5.75
80023000	Operating Tools & Supplies	16.95	1.59
80024020	Transportation/Freight Ground	29.37	2.75
80025000	Buildings Operating	5.03	0.47
80025010	Shore Base/Staging Area Expenses	217.78	20.42
80025070	Telephone & Communications	25.36	2.38
80025110	Warehouse Handling	113.77	10.67
80025130	M&E-Business Trips & Other	1.55	0.15
80025150	Lodging-Business Trips & Other	74.45	6.98
80025160	Other-Business Trips & Other	24.76	2.32
80031030	Payroll Burden Billed	436.52	40.92
80031050	Overhead Billed - System Calculated	316.31	29.65
SL800307	Company Labor Allocation (Secondary)	438.80	41.14
Total: 1H738800	GREEN CANYON 859 SS002	2,749.50	257.77
1H740200	GREEN CANYON 859 003		
80011030	Contract Labor & Consulting Services	698.83	65.52
80015060	Valves, Fittings & Process Piping	13.54	1.27
80015070	Compressors & Compressor Pkgs	18.30	1.72
80017000	Environmental/Regulatory Studies & Plans	(18.91)	(1.77)

COBALT GOM 1 LLC

Invoice Number: 022018JV57912301

VENTURE: 117387 GREEN CANYON BLK 859 EQUITY GRP: 27

Account	Account Description	Gross Amount	Net Amount
80018000	Personal Protective Equipment	13.90	1.30
80018020	Safety Equip/Systems	47.95	4.50
80018040	Safety Training	213.90	20.05
80020050	Equipment Rental	61.34	5.75
80023000	Operating Tools & Supplies	16.95	1.59
80024020	Transportation/Freight Ground	29.37	2.75
80025000	Buildings Operating	5.03	0.47
80025010	Shore Base/Staging Area Expenses	217.78	20.42
80025070	Telephone & Communications	25.36	2.38
80025110	Warehouse Handling	113.77	10.67
80025130	M&E-Business Trips & Other	1.55	0.15
80025150	Lodging-Business Trips & Other	74.45	6.98
80025160	Other-Business Trips & Other	24.76	2.32
80031030	Payroll Burden Billed	436.52	40.92
80031050	Overhead Billed - System Calculated	316.31	29.65
SL800307	Company Labor Allocation (Secondary)	438.80	41.14
Total: 1H740200 GREEN CANYON 859 003		2,749.50	257.77
1H911000	GREEN CANYON 859 005		
80011030	Contract Labor & Consulting Services	698.83	65.52
80015060	Valves, Fittings & Process Piping	13.54	1.27
80015070	Compressors & Compressor Pkgs	18.30	1.72
80015250	Subsea Wellhead	(57,964.12)	(5,434.14)
80017000	Environmental/Regulatory Studies & Plans	(18.91)	(1.77)
80018000	Personal Protective Equipment	13.90	1.30
80018020	Safety Equip/Systems	47.95	4.50
80018040	Safety Training	213.90	20.05
80020050	Equipment Rental	61.34	5.75
80023000	Operating Tools & Supplies	16.95	1.59
80024020	Transportation/Freight Ground	29.37	2.75
80025000	Buildings Operating	5.03	0.47
80025010	Shore Base/Staging Area Expenses	217.78	20.42
80025070	Telephone & Communications	25.36	2.38
80025110	Warehouse Handling	113.77	10.67
80025130	M&E-Business Trips & Other	1.55	0.15
80025150	Lodging-Business Trips & Other	74.45	6.98
80025160	Other-Business Trips & Other	24.76	2.32
80031030	Payroll Burden Billed	436.52	40.92

COBALT GOM 1 LLC

Invoice Number: 022018JV57912301

VENTURE: 117387 GREEN CANYON BLK 859 EQUITY GRP: 27

Account	Account Description	Gross Amount	Net Amount
80031050	Overhead Billed - System Calculated	(7,219.03)	(676.78)
SL800307	Company Labor Allocation (Secondary)	438.80	41.14
Total: 1H911000 GREEN CANYON 859 005		(62,749.96)	(5,882.81)
TOTAL OPERATING EXPENSE		(57,250.96)	(5,367.28)
TOTAL VENTURE / EQUITY GROUP		(57,250.96)	(5,367.23)
Equity Share: 9.375000 %			
Your Net Share Of Gross Expenditure:			(5,367.23)



Joint Interest Invoice Detail

COBALT GOM 1 LLC
 Invoice Number: 022018JV57912301
 VENTURE: 117387 GREEN CANYON BLK 859 EQUITY GRP: 28

Account	Account Description	Gross Amount	Net Amount
AFE EXPENDITURES			
2121715.1.DRL	GREEN CANYON 859 005		
80015250	Subsea Wellhead	57,964.12	5,434.14
80031030	Payroll Burden Billed	292.32	27.41
80031050	Overhead Billed - System Calculated	1,463.75	137.23
SL800300	Company Labor Field Salaried (Billable)	293.85	27.55
Total: 2121715.1.DRL GREEN CANYON 859 005		60,014.04	5,626.32
TOTAL AFE EXPENDITURES		60,014.04	5,626.32
TOTAL VENTURE / EQUITY GROUP		60,014.04	5,626.32
Equity Share: 9.375000 %			
Your Net Share Of Gross Expenditure:			5,626.32



Joint Interest Invoice Detail

COBALT GOM 1 LLC
 Invoice Number: 022018JV57912301
 VENTURE: 316070 GREEN CANYON BLK 903 EQUITY GRP: 17

Account	Account Description	Gross Amount	Net Amount
OPERATING EXPENSE			
1H740100	GREEN CANYON 903 006		
80015250	Subsea Wellhead	(57,964.12)	(5,434.14)
80031050	Overhead Billed - System Calculated	(7,535.34)	(706.44)
Total: 1H740100 GREEN CANYON 903 006		(65,499.46)	(6,140.57)
TOTAL OPERATING EXPENSE		(65,499.46)	(6,140.57)
TOTAL VENTURE / EQUITY GROUP		(65,499.46)	(6,140.58)
Equity Share: 9.375000 %			
Your Net Share Of Gross Expenditure:			(6,140.58)



Joint Interest Invoice Detail

COBALT GOM 1 LLC
 Invoice Number: 022018JV57912301
 VENTURE: 316070 GREEN CANYON BLK 903 EQUITY GRP: 01C

Account	Account Description	Gross Amount	Net Amount
OPERATING EXPENSE			
1H919200	GREEN CANYON 903 005		
80015250	Subsea Wellhead	(57,964.12)	(5,434.14)
80031050	Overhead Billed - System Calculated	(7,535.34)	(706.44)
Total: 1H919200 GREEN CANYON 903 005		(65,499.46)	(6,140.57)
TOTAL OPERATING EXPENSE		(65,499.46)	(6,140.57)
TOTAL VENTURE / EQUITY GROUP		(65,499.46)	(6,140.58)
Equity Share: 9.375000 %			
Your Net Share Of Gross Expenditure:			(6,140.58)



Joint Interest Invoice Detail

COBALT GOM 1 LLC

Invoice Number: 022018JV57912301

VENTURE: 316070 GREEN CANYON BLK 903 EQUITY GRP: 02B

Account	Account Description	Gross Amount	Net Amount
OPERATING EXPENSE			
1H740100	GREEN CANYON 903 006		
80011030	Contract Labor & Consulting Services	698.83	65.52
80012360	Casing 9.0-11.99 in. (22.84-30.45 cm)	(100.00)	(9.38)
80015060	Valves, Fittings & Process Piping	13.54	1.27
80015070	Compressors & Compressor Pkgs	18.30	1.72
80017000	Environmental/Regulatory Studies & Plans	(18.91)	(1.77)
80018000	Personal Protective Equipment	13.90	1.30
80018020	Safety Equip/Systems	47.95	4.50
80018040	Safety Training	213.90	20.05
80020050	Equipment Rental	61.34	5.75
80023000	Operating Tools & Supplies	16.95	1.59
80024020	Transportation/Freight Ground	29.37	2.75
80025000	Buildings Operating	5.03	0.47
80025010	Shore Base/Staging Area Expenses	217.78	20.42
80025070	Telephone & Communications	25.36	2.38
80025110	Warehouse Handling	113.77	10.67
80025130	M&E-Business Trips & Other	1.55	0.15
80025150	Lodging-Business Trips & Other	74.45	6.98
80025160	Other-Business Trips & Other	24.76	2.32
80031030	Payroll Burden Billed	436.52	40.92
80031050	Overhead Billed - System Calculated	303.31	28.44
SL800307	Company Labor Allocation (Secondary)	438.80	41.14
Total: 1H740100	GREEN CANYON 903 006	2,636.50	247.17
1J322400	GREEN CANYON 903 007		
80011030	Contract Labor & Consulting Services	698.83	65.52
80015060	Valves, Fittings & Process Piping	13.54	1.27
80015070	Compressors & Compressor Pkgs	18.30	1.72

COBALT GOM 1 LLC

Invoice Number: 022018JV57912301

VENTURE: 316070 GREEN CANYON BLK 903 EQUITY GRP: 02B

Account	Account Description	Gross Amount	Net Amount
80017000	Environmental/Regulatory Studies & Plans	(18.91)	(1.77)
80018000	Personal Protective Equipment	13.90	1.30
80018020	Safety Equip/Systems	47.95	4.50
80018040	Safety Training	213.90	20.05
80020050	Equipment Rental	61.34	5.75
80023000	Operating Tools & Supplies	16.95	1.59
80024020	Transportation/Freight Ground	29.37	2.75
80025000	Buildings Operating	5.03	0.47
80025010	Shore Base/Staging Area Expenses	217.78	20.42
80025070	Telephone & Communications	25.36	2.38
80025110	Warehouse Handling	113.77	10.67
80025130	M&E-Business Trips & Other	1.55	0.15
80025150	Lodging-Business Trips & Other	74.45	6.98
80025160	Other-Business Trips & Other	24.76	2.32
80031030	Payroll Burden Billed	439.59	41.21
80031050	Overhead Billed - System Calculated	317.12	29.73
SL800307	Company Labor Allocation (Secondary)	441.89	41.43
Total: 1J322400 GREEN CANYON 903 007		2,756.47	258.42

TOTAL OPERATING EXPENSE	5,392.97	505.59
--------------------------------	-----------------	---------------

TOTAL VENTURE / EQUITY GROUP	5,392.97	505.63
-------------------------------------	-----------------	---------------

Equity Share: 9.375000 %
Your Net Share Of Gross Expenditure: 505.63



Joint Interest Invoice Detail

COBALT GOM 1 LLC

Invoice Number: 022018JV57912301

VENTURE: 600333 HEIDELBERG GC 859 DEVELOPMENT JV EQUITY GRP: 21

Account	Account Description	Gross Amount	Net Amount
AFE EXPENDITURES			
2128742.OPE	HEIDELBERG 2017 HOT BOLTING		
80015310	Platform or Facility Maintenance	154,905.65	14,522.40
80020050	Equipment Rental	1,171.25	109.80
80023000	Operating Tools & Supplies	1,403.35	131.56
80031050	Overhead Billed - System Calculated	20,472.44	1,919.29
Total: 2128742.OPE	HEIDELBERG 2017 HOT BOLTING	177,952.69	16,683.06
2129644.OPE	HEIDELBERG 2017 PAINTING PROGRAM		
80011030	Contract Labor & Consulting Services	900.00	84.38
80015310	Platform or Facility Maintenance	525,691.79	49,283.61
80020050	Equipment Rental	3,146.60	294.99
80024010	Transportation/Freight Marine	76,520.37	7,173.78
80031050	Overhead Billed - System Calculated	78,813.64	7,388.78
Total: 2129644.OPE	HEIDELBERG 2017 PAINTING PROGRAM	685,072.40	64,225.54
2135638.OPE	HEIDELBERG INTEGRITY MANAG. APPL.		
80015310	Platform or Facility Maintenance	1,915.00	179.53
80031050	Overhead Billed - System Calculated	248.95	23.34
Total: 2135638.OPE	HEIDELBERG INTEGRITY MANAG. APPL.	2,163.95	202.87
2135754.OPE	HEIDELBERG CARBON FILTRATION		
80024010	Transportation/Freight Marine	23,569.57	2,209.65
80031050	Overhead Billed - System Calculated	3,064.04	287.25
Total: 2135754.OPE	HEIDELBERG CARBON FILTRATION	26,633.61	2,496.90
2136219.OPE	HEIDELBERG 2017 HULL INSPECTION		
80012330	Drilling & Wellwork Misc Services	27,470.07	2,575.32
80031050	Overhead Billed - System Calculated	3,571.11	334.79

COBALT GOM 1 LLC

Invoice Number: 022018JV57912301

VENTURE: 600333 HEIDELBERG GC 859 DEVELOPMENT JV EQUITY GRP: 21

Account	Account Description	Gross Amount	Net Amount
Total: 2136219.OPE HEIDELBERG 2017 HULL INSPECTION		31,041.18	2,910.11
2140310.OPE	HEIDELBERG BMT FALL SERVICE		
80015310	Platform or Facility Maintenance	382.50	35.86
80024010	Transportation/Freight Marine	43,910.43	4,116.60
80031050	Overhead Billed - System Calculated	5,758.08	539.82
Total: 2140310.OPE HEIDELBERG BMT FALL SERVICE		50,051.01	4,692.28
2141459.OPE	HEIDELBERG PAS ALARM MANAG. SOFTWARE		
5100264965	PSS ALARM MNGMT SFTWR LCNS EXPAN X7	25,225.20	
80015800	Automation & Communications Equipment	25,225.20	2,364.86
80031050	Overhead Billed - System Calculated	3,279.28	307.43
Total: 2141459.OPE HEIDELBERG PAS ALARM MANAG. SOFTWARE		28,504.48	2,672.30
2141643.OPE	HEIDELBERG 2018 HOT BOLTING		
80015310	Platform or Facility Maintenance	71,622.50	6,714.61
80024000	Transportation/Freight Air	32,306.21	3,028.71
80025010	Shore Base/Staging Area Expenses	1,094.00	102.56
80031050	Overhead Billed - System Calculated	13,652.95	1,279.96
Total: 2141643.OPE HEIDELBERG 2018 HOT BOLTING		118,675.66	11,125.84
2141817.OPE	HEIDELBERG 2018 PAINTING PROGRAM		
80011030	Contract Labor & Consulting Services	40.77	3.82
80015310	Platform or Facility Maintenance	149,859.47	14,049.33
80024000	Transportation/Freight Air	35,013.64	3,282.53
80024010	Transportation/Freight Marine	0.69	0.06
80024020	Transportation/Freight Ground	466.35	43.72
80024080	Shorebase Loading Charges	75.88	7.11
80025010	Shore Base/Staging Area Expenses	985.22	92.36
80025020	Living & Camp/Housing Expenses	6.25	0.59
80031050	Overhead Billed - System Calculated	24,238.28	2,272.34
Total: 2141817.OPE HEIDELBERG 2018 PAINTING PROGRAM		210,686.55	19,751.86
TOTAL AFE EXPENDITURES		1,330,781.53	124,760.77

COBALT GOM 1 LLC

Invoice Number: 022018JV57912301

VENTURE: 600333 HEIDELBERG GC 859 DEVELOPMENT JV EQUITY GRP: 21

Account	Account Description	Gross Amount	Net Amount
OPERATING EXPENSE			
0040901448	HEIDELBERG GC 859 DEVELOPMENT		
80011020	Core Contractors	186,224.23	17,458.52
80011030	Contract Labor & Consulting Services	108,109.44	10,135.26
80015060	Valves, Fittings & Process Piping	7,201.00	675.09
80015070	Compressors & Compressor Pkgs	799.28	74.93
80015080	Electrical Substations & Field Dist	2,569.40	240.88
80015090	Engines/Motors/Generators/Drivers	61,204.47	5,737.92
80015100	Instrumentation & Control Equipment	19,419.77	1,820.60
80015170	Surface/Subsea Pumps & Others	21,959.14	2,058.67
600010625	Suppl Offsh Topside Equip	1,909.56	
600010625	Suppl Offsh Topside Equip	16.26	
600022044	Suppl Offsh Topside Equip	819.84	
600022044	Suppl Offsh Topside Equip	97.60	
5100258115	APC LEGACY: ENERGY ISOL LVL III TA	10.00	
5100265876	APC LEGACY: ENERGY ISOL LVL III TA	10.00	
5100265877	APC LEGACY: ENERGY ISOL LVL III TA	10.00	
5100265878	APC LEGACY: ENERGY ISOL LVL III TA	10.00	
5100265879	APC LEGACY: ENERGY ISOL LVL III TA	10.00	
80015210	Offshore Topside Equipment	2,893.26	271.24
80015310	Platform or Facility Maintenance	30,614.16	2,870.08
80015900	Metering & Measurement Equipment	17,638.51	1,653.61
80017000	Environmental/Regulatory Studies & Plans	286.00	26.81
80017030	Environmental Waste Disposal	2,883.68	270.35
80017060	Environmental Consulting Services	65.00	6.09
80017070	Environ/Reg Permits, Licenses and Fees	2,550.00	239.06
80018000	Personal Protective Equipment	2,773.02	259.97
80018020	Safety Equip/Systems	28,272.40	2,650.54
80018030	Occupational Health Expenses	285.36	26.75
80018040	Safety Training	333.00	31.22
80020050	Equipment Rental	1,168.70	109.57
80021010	Chemicals Corrosion	1,990.94	186.65
80021050	Chemicals Scale	12,582.33	1,179.59
80021070	Lubricants	186.00	17.44
80021090	Chemicals Other	897.60	84.15
80021100	Chemicals Water Treating	5,536.11	519.01
80021120	Chemicals Glycol	160.00	15.00

COBALT GOM 1 LLC

Invoice Number: 022018JV57912301

VENTURE: 600333 HEIDELBERG GC 859 DEVELOPMENT JV EQUITY GRP: 21

Account	Account Description	Gross Amount	Net Amount
80023000	Operating Tools & Supplies	38,013.56	3,563.77
80024000	Transportation/Freight Air	158,231.94	14,834.24
80024010	Transportation/Freight Marine	107,101.31	10,040.75
80024020	Transportation/Freight Ground	3,303.98	309.75
80024080	Shorebase Loading Charges	1,214.04	113.82
80025010	Shore Base/Staging Area Expenses	4,739.23	444.30
80025020	Living & Camp/Housing Expenses	123,139.37	11,544.32
80025060	Computer Expenses	100.00	9.38
80025070	Telephone & Communications	50,535.49	4,737.70
80025110	Warehouse Handling	11,214.89	1,051.40
80025130	M&E-Business Trips & Other	204.69	19.19
80025150	Lodging-Business Trips & Other	5,475.40	513.32
80025160	Other-Business Trips & Other	382.75	35.88
80029000	Gas Processing Fees	5,000.00	468.75
80031030	Payroll Burden Billed	328,625.48	30,808.64
80031050	Overhead Billed - System Calculated	219,319.64	20,561.22
80040060	Computer Software	432.00	40.50
80512200	FLD Personal Protective Equipment	414.00	38.81
SL800300	Company Labor Field Salaried (Billable)	31,574.95	2,960.15
SL800310	Company Labor Field Hourly (Billable)	284,817.11	26,701.60
SL800315	Company Labor Hourly Settlement (Second)	966.90	90.65
SL800330	Company Labor Other - Field	12,984.30	1,217.28
Total: 0040901448 HEIDELBERG GC 859 DEVELOPMENT		1,906,393.83	178,724.42

TOTAL OPERATING EXPENSE	1,906,393.83	178,724.42
--------------------------------	---------------------	-------------------

TOTAL VENTURE / EQUITY GROUP	3,237,175.36	303,485.15
-------------------------------------	---------------------	-------------------

Equity Share: 9.375000 %

Your Net Share Of Gross Expenditure: 303,485.15



Joint Interest Invoice Detail

COBALT GOM 1 LLC
 Invoice Number: 022018JV57912301
 VENTURE: 600333 HEIDELBERG GC 859 DEVELOPMENT JV EQUITY GRP: 22

Account	Account Description	Gross Amount	Net Amount
AFE EXPENDITURES			
2078324.05130E.CON	HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT		
80031050	Overhead Billed - System Calculated	(3.30)	(0.31)
Total: 2078324.05130E.CON	HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT	(3.30)	(0.31)
2078324.05420.CON	HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT		
80031055	Overhead Billed - Manual	(0.03)	0.00
Total: 2078324.05420.CON	HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT	(0.03)	0.00
2078324.05900.CON	HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT		
80011030	Contract Labor & Consulting Services	307.83	28.86
80031050	Overhead Billed - System Calculated	6.16	0.58
Total: 2078324.05900.CON	HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT	313.99	29.44
2078692.01100.DEV	HEIDELBERG DEVELOPMENT INTEGRATED PROJEC		
80011030	Contract Labor & Consulting Services	2,921.88	273.93
80031030	Payroll Burden Billed	234.97	22.03
80031050	Overhead Billed - System Calculated	84.83	7.95
SL800300	Company Labor Field Salaried (Billable)	236.20	22.14
Total: 2078692.01100.DEV	HEIDELBERG DEVELOPMENT INTEGRATED PROJEC	3,477.88	326.05
TOTAL AFE EXPENDITURES		3,788.54	355.18

COBALT GOM 1 LLC

Invoice Number: 022018JV57912301

VENTURE: 600333 HEIDELBERG GC 859 DEVELOPMENT JV EQUITY GRP: 22

Account	Account Description	Gross Amount	Net Amount
---------	---------------------	--------------	------------

TOTAL VENTURE / EQUITY GROUP		3,788.54	355.18
-------------------------------------	--	-----------------	---------------

Equity Share: 9.375000 %

Your Net Share Of Gross Expenditure: 355.18

Exhibit B

ANADARKO US OFFSHORE LLC

Partner Number: LA57912303
 COBALT GOM 1 LLC
 ATTN: ACCOUNTING
 920 MEMORIAL CITY WAY, SUITE 100
 HOUSTON, TX 77024

To assure credit to your account, attach copy of invoice or refer to invoice number.	
Remit to Address: ANADARKO US OFFSHORE CORPORATION P.O. BOX 730245 DALLAS, TX 75373-0245	
Invoice Date:	06/01/2016
Invoice Number:	LH06602149
Invoice Total:	\$4,050.00
Due in:	30 Days
Payment Amount	Your Share
\$43,200.00	\$4,050.00

Agreement Number	Agreement Name	Lessee	Lease Date	Agency Number	Payment Due Date	Payment Frequency	Payment Type	Other Company Lease No	Check Date	Gross Acreage	Payment Amount	Your Share
1252230000	USA NG OCS-G 26346 GC 904 SOO	ANADARKO PETROLEUM CORPORATION	07/01/2004	OCS-G 26346	07/01/2016	Annual	Delay Rental (ONRR-wir e)			5,760.00	\$43,200.00	\$4,050.00

Check Numbers:

Legal Description:

Billing Message:

Reception Book Page
Number

US/Northern Gulf Of Mexico/Green Canyon Area:
60811 Block: 904

Legal description further described in lease

Total due on this Invoice: \$4,050.00

Exhibit C

UCC FINANCING STATEMENT

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) ANADARKO PETROLEUM CORPORATION 1201 LAKE ROBBINS DR. THE WOODLANDS, TX 77381 US

Delaware Department of State
U.C.C. Filing Section
Filed: 04:08 PM 11/15/2017
U.C.C. Initial Filing No: 2017 7596564

Service Request No: 20177105828

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME ANADARKO US OFFSHORE LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 1201 LAKE ROBBINS DRIVE		CITY THE WOODLANDS	STATE TX	POSTAL CODE 77380
			COUNTRY US	

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME COBALT INTERNATIONAL ENERGY, L.P.				
OR	2b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS 920 MEMORIAL CITY WAY, SUITE 100		CITY HOUSTON	STATE TX	POSTAL CODE 77024
			COUNTRY US	

3. **SECURED PARTY'S NAME** (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME ANADARKO PETROLEUM CORPORATION				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 1201 LAKE ROBBINS DRIVE		CITY THE WOODLANDS	STATE TX	POSTAL CODE 77380
			COUNTRY US	

4. **COLLATERAL:** This financing statement covers the following collateral:
OCS-G 24194 - Green Canyon 859; OCS-G 24197 - Green Canyon 903; OCS-G 26346 - Green Canyon 904;
OCS-G 26355 - Green Canyon 948 and 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. See Attached MOA for additional collateral
Collateral Description - please see attached

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative				
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility			6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor				
8. OPTIONAL FILER REFERENCE DATA:				

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 LLC	
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 US

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 2107 CITYWEST BLVD., SUITE 100	CITY HOUSTON	STATE TX	POSTAL CODE 77042	COUNTRY US

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 MARUBENI OIL & GAS (USA) INC.				
OR				
21b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
21c MAILING ADDRESS 777 NORTH ELDRIDGE PKWY., 900	CITY HOUSTON	STATE TX	POSTAL CODE 77079	COUNTRY US

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

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

24. MISCELLANEOUS:

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 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,

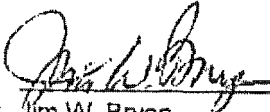
(2) reasonable attorneys' fees, (3) court costs, and (4) other directly related collection costs.

- 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: _____

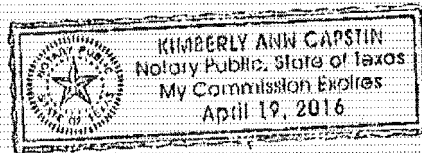
AFFIDAVIT

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

Neerwan Punj
Printed Name: NEERWAN PUNJ

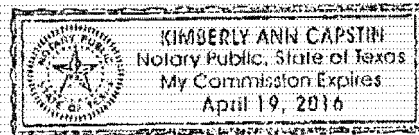
AFFIDAVIT

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

Neerwan Punj
Printed Name: NEERWAN PUNJ

ANADARKO PETROLEUM CORPORATION

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

ANADARKO US OFFSHORE CORPORATION

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

MARUBENI OIL & GAS (USA) INC.

By: *Perry Murphree*
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

Mary B. Cooke
Printed Name: Mary B. Cooke

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by Keith Howell the Land Manager for Statoil USA E&P Inc. and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

WITNESSES

Printed Name: _____

Printed Name: _____

ANADARKO PETROLEUM 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: _____

*cc: [Signature]
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 11th day of December, 2014.

James Anderson Elkins, IV

NOTARY PUBLIC

My Commission Expires: 12/8/15

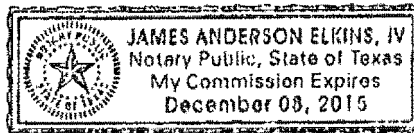
WITNESSES

Julia Schenker

Printed Name: Julia Schenker

James Bailey

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.

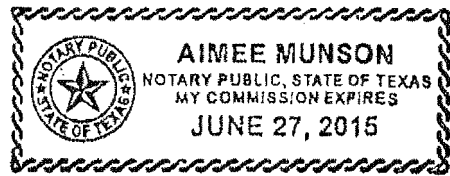
Aimee Munson
NOTARY PUBLIC

My Commission Expires: 6/27/15

WITNESSES

Ralph Watson
Printed Name: Ralph Watson

Bailey Smyth
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

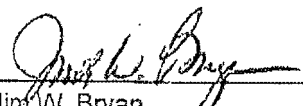
My Commission Expires: _____

WITNESSES

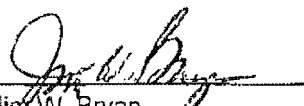
Printed Name: _____

Printed Name: _____

ANADARKO PETROLEUM CORPORATION

By: 
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: _____

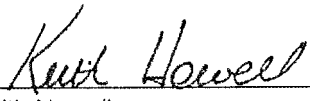
PXP OFFSHORE LLC

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: 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 Statoll 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.

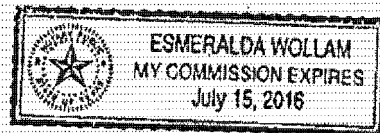
Esmeralda Wollam
NOTARY PUBLIC

My Commission Expires: 7/15/16

WITNESSES

Jordan Surrell
Printed Name: Jordan Surrell

Don Harris
Printed Name: Don 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 Ben Davis the Attorney-in-Fact for Cobalt International Energy, L.P. and on behalf of said ~~corporation~~ entity 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.

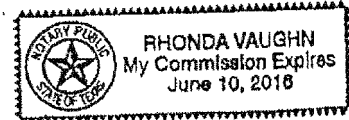
Rhonda Vaughn
NOTARY PUBLIC

My Commission Expires: _____


WITNESSES

[Signature]
Printed Name: Mike Jade

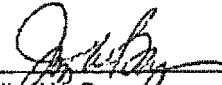
Connie Chance
Printed Name: Connie Chance



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: _____

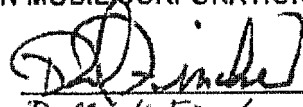
STATOIL USA E&P INC.

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: D. Mark Fincher
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.

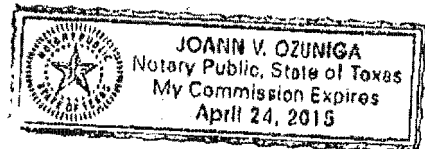
Joann V. Ozuniga
NOTARY PUBLIC

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



United States Department of the Interior
BUREAU OF SAFETY AND ENVIRONMENTAL ENFORCEMENT
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

In Reply Refer To: GE 973E

SEP 26 2017

Ms. Kim Capstin
Anadarko Petroleum Corporation
Post Office Box 1330
Houston, Texas 77251-1330

Dear Ms. Capstin:

By letter dated August 23, 2017, and supplemental e-mail dated September 7, 2017, Anadarko Petroleum Corporation requests approval of revised Exhibit B to the Green Canyon Block 859 Unit Agreement, No. 754311007. The unit consists of Leases OCS-G 24194, 24197, 26346, and 26355.

In accordance with Article 3.5 of the Unit Agreement, revised Exhibit B is hereby approved effective the date of this letter and a copy is enclosed for your records. If you have any questions, contact Ms. Kimberly Ward at (504) 736-2677 or Kimberly.Ward@bsee.gov.

Sincerely,

Mark Hanan
Chief, Development and Unitization Section
Production and Development

Enclosure

**EXHIBIT B
COMPONENT LEASES AND OWNERSHIP
GREEN CANYON BLOCK 859 UNIT
OFFSHORE LOUISIANA**

LEASE	PLANNING AREA/BLOCK NUMBER	EFFECTIVE DATE-LEASE	EXPIRATION DATE	AMOUNT OF ACREAGE	ROYALTY RATE	LEASE OWNERSHIP*
OCS-G 24194	Central Planning Area Green Canyon 859	July 1, 2002	June 30, 2013	5,760	12.50%	AUSO LLC 44.000% Marubeni 12.750% Eni 12.500% Statoil 12.000% Exxon 9.375% Cobalt 9.375%
OCS-G 24197	Central Planning Area Green Canyon 903	July 1, 2002	June 30, 2013	5,760	12.50%	AUSO LLC 44.000% Marubeni 12.750% Eni 12.500% Statoil 12.000% Exxon 9.375% Cobalt 9.375%
OCS-G 26346	Central Planning Area Green Canyon 904	July 1, 2004	June 30, 2015	5,760	12.50%	AUSO LLC 44.000% Marubeni 12.750% Eni 12.500% Statoil 12.000% Exxon 9.375% Cobalt 9.375%
OCS-G 26355	Central Planning Area Green Canyon 948	July 1, 2004	June 30, 2015	5,760	12.50%	AUSO LLC 87.250% Marubeni 12.750%

*AUSOLLC – Anadarko US Offshore LLC
Marubeni – Marubeni Oil & Gas (USA) LLC
Eni – Eni Petroleum US LLC
Statoil – Statoil USA E&P Inc.
Exxon – Exxon Mobil Corporation
Cobalt – Cobalt GOM #1 LLC

RATIFICATION, JOINDER AND AMENDMENT OF UNIT OPERATING AGREEMENT

This Ratification, Joinder and Amendment of Unit Operating Agreement ("Amendment") is entered into as of the date set forth below but dated effective as of May 1, 2014 ("Effective Date"), by and between Anadarko Petroleum Corporation ("Anadarko"), as Operator, and Anadarko US Offshore Corporation ("AUOC"), PXP Offshore LLC ("PXP"), Eni Petroleum US LLC ("Eni"), Statoil USA E&P Inc. ("Statoil"), Cobalt International Energy, L.P. ("Cobalt"), Marubeni Oil & Gas (USA) Inc. ("Marubeni"), and Exxon Mobil Corporation ("ExxonMobil"), as Non-Operators. The parties herein may be individually referred to as "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Anadarko, as Operator, and AUOC, Apache Deepwater LLC ("Apache"), Eni, Statoil, Cobalt, Marubeni, and ExxonMobil, as Non-Operators, are parties to that certain Unit Operating Agreement dated effective May 1, 2011, as amended, (collectively, the "UOA"), covering and affecting the offshore Gulf of Mexico blocks and leases defined in the UOA as the Prospect Area and further described on Exhibit "A," attached thereto and made a part thereof; and

WHEREAS, effective April 16, 2014, lease OCS-G 23001, Green Canyon Block 860 expired and was dropped from the Green Canyon Block 859 Unit; and

WHEREAS, effective May 1, 2014, Apache assigned to PXP all of Apache's right title an interest in and to the Prospect Area; and

WHEREAS, PXP desires to ratify, confirm, adopt and join the UOA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

- (1) PXP does hereby ratify, confirm, adopt and join the UOA, effective as of May 1, 2014, and hereby accepts and agrees to be bound by all of the terms and provisions of the UOA as if it were a signatory to it, subject to the following working interest ownership percentages in the Prospect Area by AUOC, Marubeni, PXP, Eni, Statoil, Cobalt, and ExxonMobil:

(a) Green Canyon Blocks 859, 903, and 904:

Anadarko US Offshore Corporation	31.500%
Marubeni Oil & Gas (USA) Inc.	12.750%
PXP Offshore LLC	12.500%
Eni Petroleum US LLC	12.500%
Statoil USA E&P Inc.	12.000%
Cobalt International Energy, L.P.	9.375%
Exxon Mobil Corporation	9.375%

(b) Green Canyon Block 948:

Anadarko US Offshore Corporation	62.250%
PXP Offshore LLC	25.000%
Marubeni Oil & Gas (USA) Inc.	12.750%

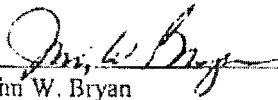
- (2) The Parties hereby agree that Exhibit "A" to the UOA shall be amended and restated in its entirety as set forth in Exhibit "A," attached hereto and made a part hereof.
- (3) The Parties hereby agree that Exhibit "K" to the UOA shall be amended and restated in its entirety as set forth in Exhibit "B" attached hereto and made a part hereof.
- (4) Any capitalized terms used, but not defined, herein shall have the meaning ascribed to them in the UOA.
- (5) Nothing contained in this Ratification, Joinder and Amendment of Unit Operating Agreement is intended to affect the rights and obligations of the Parties as contained in the UOA unless specifically stated herein.

370281

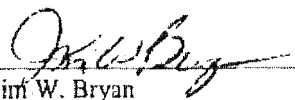
(6) This Amendment may be executed in one or more counterparts and all of the executed counterparts shall together constitute one instrument.

Executed on the dates set forth below, but effective as of the Effective Date.

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 DPNA UOF
Date: _____

COBALT INTERNATIONAL ENERGY, L.P.

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

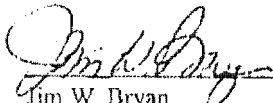
EXXON MOBIL CORPORATION

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

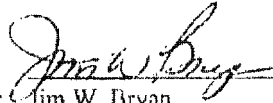
(6) This Amendment may be executed in one or more counterparts and all of the executed counterparts shall together constitute one instrument.

Executed on the dates set forth below, but effective as of the Effective Date.

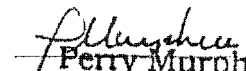
ANADARKO PETROLEUM CORPORATION

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: 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 DPNA UOF
Date: _____

COBALT INTERNATIONAL ENERGY, L.P.

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

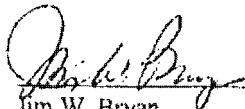
EXXON MOBIL CORPORATION

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

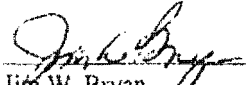
(6) This Amendment may be executed in one or more counterparts and all of the executed counterparts shall together constitute one instrument.

Executed on the dates set forth below, but effective as of the Effective Date.

ANADARKO PETROLEUM CORPORATION

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

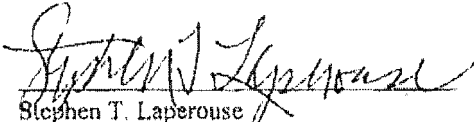
ANADARKO US OFFSHORE CORPORATION

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: 12-1-14

ENI PETROLEUM US LLC

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

STATOIL USA E&P INC.

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

UOF MD

COBALT INTERNATIONAL ENERGY, L.P.

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

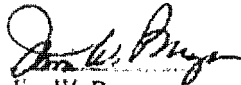
EXXON MOBIL CORPORATION

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

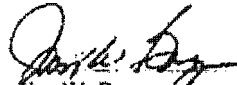
(6) This Amendment may be executed in one or more counterparts and all of the executed counterparts shall together constitute one instrument.

Executed on the dates set forth below, but effective as of the Effective Date.

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:  rw
Name: _____
Title: _____
Date: _____

STATOIL USA E&P INC.

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

COBALT INTERNATIONAL ENERGY, L.P.

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

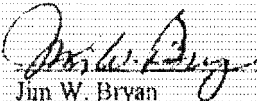
EXXON MOBIL CORPORATION

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

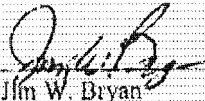
(6) This Amendment may be executed in one or more counterparts and all of the executed counterparts shall together constitute one instrument.

Executed on the dates set forth below, but effective as of the Effective Date.

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: _____

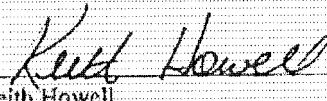
PXP OFFSHORE LLC

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

ENI PETROLEUM US LLC

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

STATOIL USA E&P INC.

By: 
Name: Keith Howell
Title: Land Manager DPNA UOF
Date: 11/24/2014

COBALT INTERNATIONAL ENERGY, L.P.

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

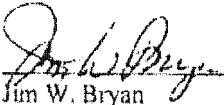
EXXON MOBIL CORPORATION

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

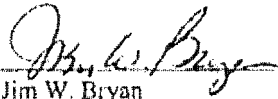
(6) This Amendment may be executed in one or more counterparts and all of the executed counterparts shall together constitute one instrument.

Executed on the dates set forth below, but effective as of the Effective Date.

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 DPNA UOF
Date: _____

COBALT INTERNATIONAL ENERGY, L.P.

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

EXXON MOBIL CORPORATION


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

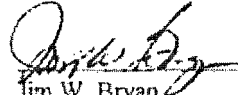
(6) This Amendment may be executed in one or more counterparts and all of the executed counterparts shall together constitute one instrument.

Executed on the dates set forth below, but effective as of the Effective Date.

ANADARKO PETROLEUM CORPORATION

ANADARKO US OFFSHORE CORPORATION

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

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

MARUBENI OIL & GAS (USA) INC.

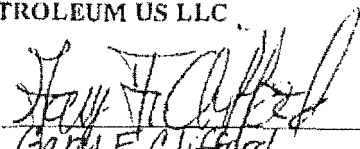
PXP OFFSHORE LLC

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

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

ENI PETROLEUM US LLC

STATOIL USA E&P INC.

By:  *rw*
Name: Gary F. Clifford
Title: Business Development Manager
Date: December 5, 2014

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

COBALT INTERNATIONAL ENERGY, L.P.

EXXON MOBIL CORPORATION

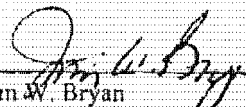
By: _____
Name: Ben Davis
Title: Land Manager, Gulf of Mexico
Date: _____

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

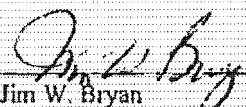
(6) This Amendment may be executed in one or more counterparts and all of the executed counterparts shall together constitute one instrument.

Executed on the dates set forth below, but effective as of the Effective Date.

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. Laprouse
Title: Vice President
Date: _____

ENI PETROLEUM US LLC

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


STATOIL USA E&P INC.

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

COBALT INTERNATIONAL ENERGY, L.P.

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

EXXON MOBIL CORPORATION

By: 
Name: D. Mark Fincher
Title: Agent and Attorney-in-Fact
Date: December 2, 2014

KDM

EXHIBIT "A"

To Ratification, Joinder and Amendment of Unit Operating Agreement dated effective May 1, 2014, by and between Anadarko Petroleum Corporation, as Operator, and Anadarko US Offshore Corporation ("AUOC"), Marubeni Oil & Gas (USA) Inc. ("Marubeni"), PXP Offshore LLC ("PXP"), Eni Petroleum US LLC ("Eni"), Statoil USA E&P Inc. ("Statoil"), Cobalt International Energy, L.P. ("Cobalt"), and Exxon Mobil Corporation ("ExxonMobil"), as Non-Operators

**UNIT AREA LEASES AND WORKING INTEREST OF THE PARTIES,
OPERATOR AND REPRESENTATIVES**

I. Description of Unit Area Leases and Working Interest of the Parties

AREA	BLOCK	OCS LEASE NUMBER	LEASE EFFECTIVE DATE	WORKING INTEREST OF THE PARTIES	
Green Canyon	859	G-24194	July 1, 2002	AUOC	31.500%
				Marubeni	12.750%
				PXP	12.500%
				Eni Petroleum	12.500%
				Statoil	12.000%
				Cobalt	9.375%
				ExxonMobil	9.375%
Green Canyon	903	G-24197	July 1, 2002	AUOC	31.500%
				Marubeni	12.750%
				PXP	12.500%
				Eni Petroleum	12.500%
				Statoil	12.000%
				Cobalt	9.375%
				ExxonMobil	9.375%
Green Canyon	904	G-26346	June 30, 2004	AUOC	31.500%
				Marubeni	12.750%
				PXP	12.500%
				Eni Petroleum	12.500%
				Statoil	12.000%
				Cobalt	9.375%
				ExxonMobil	9.375%
Green Canyon	948	G-26355	July 1, 2004	AUOC	62.250%
				PXP	25.000%
				Marubeni	12.750%

II. Operator Anadarko Petroleum Corporation

III. Addresses and Representatives of the Parties

PARTY:	REPRESENTATIVE:	ALTERNATE REPRESENTATIVE:
Exxon Mobil Corporation EMIIC.W4.3A.358 22777 Springwoods Village Parkway Spring, TX 77389	Technical Manager Attn: Mark Fincher Telephone: 832-624-3850 Facsimile: 832-625-1960	Danicle Quigley OBO Coordinator Telephone: 832-624-3487 Facsimile: 832-625-1960
Statoil USA E&P Inc. 2103 CityWest Blvd. Suite 800 Houston, TX 77042-2834	Land Manager Attn: Keith Howell Telephone: 713-579-9988 Facsimile: 713-918-8290	Mark Miller Landman Telephone: 713-485-2441 Facsimile: 713-918-8290
Eni Petroleum US LLC 1200 Smith Street, Suite 1700 Houston, TX 77002	Business Dev. Manager Attn: Gary Clifford Telephone: 713-393-6228 Facsimile: 713-393-6208	Ralph Watson Land Manager Telephone: 713-393-6124 Facsimile: 713-393-6208
Anadarko Petroleum Corporation 1201 Lake Robbins Drive The Woodlands, TX 77380	Director, GOM Land Attn: Jim Bryan Telephone: 832-636-8831 Facsimile: 832-636-8059	Andrew Poole Landman Telephone: 832-636-1104 Facsimile: 832-636-8059
Cobalt International Energy, L.P. 920 Memorial City Way, Suite 100 Houston, TX 77024	Land Manager Attn: Ben Davis Telephone: 713-579-9172 Facsimile: 713-579-9196	Tim Nicholson Exploration Manager Telephone: 713-579-9113 Facsimile: 713-579-9196
PXP Offshore LLC 400 E. Kaliste Saloom Rd. Suite 1100 Lafayette, LA 70508	Land Manager Attn: Mark Oliver Telephone: 337-354-5023 Facsimile: 337-254-5052	Jim Elkins Offshore Landman Telephone: 713-579-6398 Facsimile: 337-254-5052
Anadarko US Offshore Corporation 1201 Lake Robbins Drive The Woodlands, TX 77380	Director, GOM Land Attn: Jim Bryan Telephone: 832-636-8831 Facsimile: 832-636-8059	Andrew Poole Landman Telephone: 832-636-1104 Facsimile: 832-636-8059
Marubeni Oil & Gas (USA) Inc. 777 North Eldridge Pkwy. Suite 900 Houston, TX 77079	Attn: Offshore Land Manager Telephone: 832-379-6363 Facsimile: 832-379-6306	Attn: Offshore Landman Telephone: 832-379-6321 Facsimile: 832-379-6306

EXHIBIT "B"

To Ratification, Joinder and Amendment of Unit Operating Agreement dated effective May 1, 2014, by and between Anadarko Petroleum Corporation, as Operator, and Anadarko US Offshore Corporation ("AUOC"), Marubeni Oil & Gas (USA) Inc. ("Marubeni"), PXP Offshore LLC ("PXP"), Eni Petroleum US LLC ("Eni"), Statoil USA E&P Inc. ("Statoil"), Cobalt International Energy, L.P. ("Cobalt"), and Exxon Mobil Corporation ("ExxonMobil"), as Non-Operators

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 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.

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.

- 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."

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: _____

ANADARKO US OFFSHORE CORPORATION

By: _____
Name: Jim W. Bryan
Title: Agent and Attorney-in-Fact
Date: _____

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 _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

WITNESSES

Printed Name: _____

Printed Name: _____

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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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: _____

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



State of Delaware

SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 P.O. BOX 898
 DOVER, DELAWARE 19903

8097848

11-15-2017

ANADARKO PETROLEUM CORPORATION
 1201 LAKE ROBBINS DR.
 THE WOODLANDS, TX 77381

ATTN: JUDY SINGH

DESCRIPTION	AMOUNT
20177596564	
UCC1F Financing Statement	
UCC Filing Fee - Web	\$50.00
TOTAL CHARGES	\$50.00
TOTAL PAYMENTS	\$50.00
BALANCE	\$0.00

The following Debtor Names were indexed in the UCC Management System as a result of this filing :

COBALT INTERNATIONAL ENERGY, L.P.
 ANADARKO US OFFSHORE LLC
 MARUBENI OIL & GAS (USA) INC.
 STATOIL USA E&P INC.
 ENI PETROLEUM US LLC



December 08, 2017

Lafourche Parish
Clerk of Court
Recording Department
303 West Third Street
Thibodaux, LA 70301

RE: Recording of Memorandum of Operating Agreement and Financing Statement
in Lafourche Parish

Dear Sir or Madam:

Anadarko Petroleum Corporation respectfully submits the following for recording in Conveyances and Mortgages.

- One (1) certified copy of the Memorandum of Operating Agreement and Financing Statement covering 4 leases (OCS-G 24194 GC 859, OCS-G 24197 GC 903, OCS-G 26346 GC 904 and OCS-G 26355 GC 948) and
- One (1) copy of the Memorandum of Operating Agreement and Financing Statement to be certified.

Once the Memorandum has been recorded, please return the certified copy to my attention with the invoice.

Should you have any questions or need additional information regarding our package, please do not hesitate contact me at 832-636-3881 or at judy.singh@anadarko.com.

Sincerely,

A handwritten signature in cursive script that reads "Judy Singh".

Judy Singh

Enclosures

Annette M. Fontana
CLERK OF COURT

Lafourche Parish
PO BOX 818
303 W 3rd St
THIBODAUX, LA 70302
(985) 447-4841

Customer # : 1738
Customer Name :

ANADARKO PETROLEUM CORPORATION
ATTN: JUDY SINGH
1201 LAKE ROBBINS DRIVE
THE WOODLANDS, TX 77251-1330

Please return this page with payment to :

Lafourche Parish
Annette M. Fontana - CLERK OF COURT
Po Box 818
303 W 3Rd St
Thibodaux, LA 70302

You may check the box beside the specific transactions to which your payment should apply. If no transactions are specified the payment will be applied from the earliest forward.

Open Item Invoice

Through 12/31/2017

File Date	Receipt Number	Book/Page File Number	Transaction Description Names/Remarks	Charge Amount	
<input type="checkbox"/>	12/07/2017	2017-00020939	2088 826 1250715	Recording - Conveyance Anadarko E&P Company Lp To : Conocophillips Company	\$205.00
<input type="checkbox"/>	12/11/2017	2017-00021036	2089 75 1250822	Recording - Conveyance Anadarko Petroleum Corporation To : Anadarko Us Offshore Corporation	\$205.00
<input type="checkbox"/>			1877 665 1250822	Recording - Mortgage No Portal Fee Anadarko Petroleum Corporation To : Anadarko Us Offshore Corporation	\$200.00

Please Pay the Following Amount

\$ 610.00

Singh, Judy

From: Workflow System <WF-BATCH@Anadarko.com>
Sent: Thursday, January 11, 2018 11:15 AM
To: Singh, Judy
Subject: Your invoice# 201700021036 (LAFOURCHE PARISH TAX COLLECTOR -0007007063)-0622 1300004201 2018 created from the Virtual Payment Request Application

Your invoice# 201700021036 (LAFOURCHE PARISH TAX COLLECTOR -0007007063)-0622 1300004201 2018 created from the Virtual Payment Request application has been successfully parked and sent for approval/review. 1-11-18

This is only an information message and no action is required.

Company Code : 0622(Anadarko US Offshore LLC)
Document Number : 1300004201
Fiscal Year : 2018
Vendor : LAFOURCHE PARISH TAX COLLECTOR(0007007063)
Invoice Number : 201700021036
Invoice Date : 12/11/2017
Invoice Amount : 405.00 (USD)
Invoice Parked By : Singh, Judy (OLT102)
Approver/Reviewer ID : Meyer, Frank (WXY290)

Check out 01-12-18

Lafourche Parish
Annette M. Fontana CLERK OF COURT

PO BOX 818
303 W 3rd St
THIBODAUX, LA 70302
Phone Number : (985) 447-4841

Official Receipt : 2017-00021036

Printed On : 12/14/2017 at 2:25:16 PM

By : LINDSEY MORVANT on CONVEYANCE-2

ANADARKO PETROLEUM CORPORATION
ATTN: JUDY SINGH
1201 LAKE ROBBINS DRIVE
THE WOODLANDS, TX 77251-1330

Date of Invoice : December 11, 2017

Instrument ID	Recorded Time	Amount
Index Type : CONVEYANCE Kind : AGREEMENT	1:08:52 PM	\$205.00

File Number : 1250822

Book : 2089 Page : 75

Transaction : Recording - Conveyance
ANADARKO PETROLEUM CORPORATION
To : ANADARKO US OFFSHORE CORPORATION

Accounts	Amount
Fees For Recording Legal	\$200.00
Certified Copy	\$0.00
Photo Copy	\$0.00
Louisiana Clerk'S Index Portal	\$5.00
Stamp Copy	\$0.00

Instrument ID	Recorded Time	Amount
Index Type : MORTGAGE Kind : AGREEMENT	1:08:52 PM	\$200.00

File Number : 1250822

Book : 1877 Page : 665

Transaction : Recording - Mortgage No Portal Fee
ANADARKO PETROLEUM CORPORATION
To : ANADARKO US OFFSHORE CORPORATION

Accounts	Amount
Fees For Recording Legal	\$200.00
Certified Copy	\$0.00
Photo Copy	\$0.00
Stamp Copy	\$0.00

Total Due :	\$405.00
Amount Charged :	\$405.00
Change Tendered :	\$0.00

40901448
80010015

Heidelberg

Lafourche Parish Recording Page

Annette M. Fontana
CLERK OF COURT
PO BOX 818
303 W 3rd St
Thibodaux, LA 70302
(985) 447-4841

First VENDOR

ANADARKO PETROLEUM CORPORATION

First VENDEE

ANADARKO US OFFSHORE CORPORATION

Index Type : CONVEYANCE

Inst Number : 1250822

Type of Document : AGREEMENT

Book : 2089 Page : 75

Recording Pages : 25

conveyance

Recorded Information

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

On (Recorded Date) : 12/11/2017

At (Recorded Time) : 1:08:52PM



Doc ID - 033018830025

CLERK OF COURT
ANNETTE M. FONTANA
Parish of Lafourche

I certify that this is a true copy of the attached document that was filed for registry and
Recorded 12/11/2017 at 1:08:52
Recorded in Book 2089 / Page 75
File Number 1250822

Annette M. Fontana
Deputy Clerk

Additional Index Recordings

<u>Index Type</u>	<u>Book</u>	<u>Page</u>	<u>Inst Number</u>
MTG	1877	665	1250822

Mortgage

Lafourche Parish Recording Page

Annette M. Fontana
CLERK OF COURT
PO BOX 818
303 W 3rd St
Thibodaux, LA 70302
(985) 447-4841

First VENDOR

ANADARKO PETROLEUM CORPORATION

First VENDEE

ANADARKO US OFFSHORE CORPORATION

Index Type : CONVEYANCE

Inst Number : 1250822

Type of Document : AGREEMENT

Book : 2089 Page : 75

Recording Pages : 25

Recorded Information

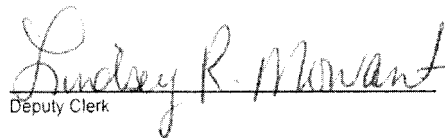
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafourche Parish, Louisiana

On (Recorded Date) : 12/11/2017

At (Recorded Time) : 1:08:52PM



Doc ID - 033018830025


Deputy Clerk

Additional Index Recordings

<u>Index Type</u>	<u>Book</u>	<u>Page</u>	<u>Inst Number</u>
MTG	1877	665	1250822

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
P O BOX 1330
HOUSTON, TX 77251-1330

First VENDOR

ANADARKO PETROLEUM CORP

First VENDEE

ANADARKO US OFFSHORE CORP

Index Type : Conveyances

File # : 1469752

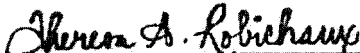
Type of Document : Agreement

Book : 2404 **Page :** 182

Recording Pages : 24

Recorded Information

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


Clerk of Court

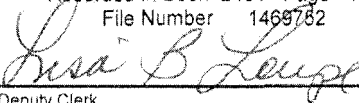
On (Recorded Date) : 12/10/2014

At (Recorded Time) : 10:33:58AM



Doc ID - 012927010024

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 12/10/2014 at 10:33:58
Recorded in Book 2404 Page 182
File Number 1469752


Deputy Clerk



Additional Index Recordings			
Index Type	Book	Page	File #
MTG	2705	276	1469752

Return To :
ANADARKO E & P INC
P O BOX 1330
HOUSTON, TX 77251-1330

COVER PAGE

MEMORANDUM OF OPERATING AGREEMENT AND FINANCING
STATEMENT

RECORDATION IN TERREBONNE PARISH

GC 859/903/904/948
HEIDELBERG PROSPECT
GC 859 UNIT

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 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

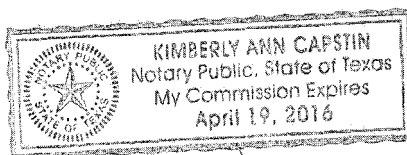
Kimberly Ann Capstin
NOTARY PUBLIC

My Commission Expires: 4-19-2016

WITNESSES

Judith Singh
Printed Name: Judith Singh

NEENA PUNJ
Printed Name: NEENA PUNJ



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.

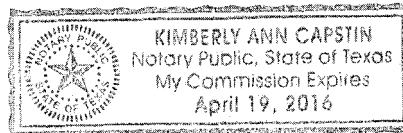
Kimberly Ann Capstin
NOTARY PUBLIC

My Commission Expires: 4-19-2016

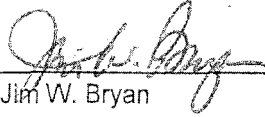
WITNESSES

Judith Singh
Printed Name: Judith Singh


NEENA PUNJ
Printed Name: NEENA PUNJ




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: 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: _____

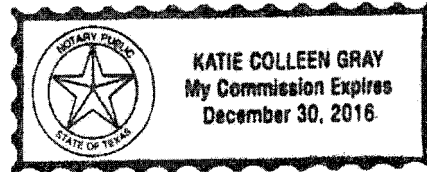
AFFIDAVIT

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

Mary B. Cooke
Printed Name: Mary B. Cooke

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by Keith Howell the Land Manager for **Statoil USA E&P Inc.** and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this ____ day of _____, 20__.

NOTARY PUBLIC


My Commission Expires: _____

WITNESSES

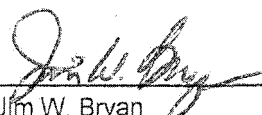
Printed Name: _____

Printed Name: _____

ANADARKO PETROLEUM CORPORATION

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

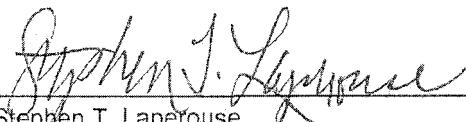
ANADARKO US OFFSHORE CORPORATION

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: 12-1-14

ENI PETROLEUM US LLC

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

STATOIL USA E&P INC.

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

*CSB
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.

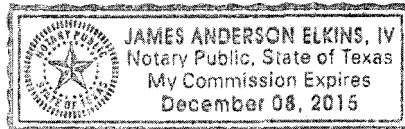
James Anderson Elkins, IV
NOTARY PUBLIC

My Commission Expires: 12/8/15

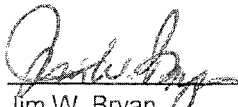
WITNESSES

Julian Schamber
Printed Name: Julian Schamber

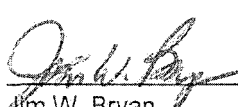
James Bailey
Printed Name: James Bailey



ANADARKO PETROLEUM CORPORATION

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

ANADARKO US OFFSHORE CORPORATION

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


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: Gary F. Clifford
Title: Business Development Manager
Date: December 5, 2014

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: _____

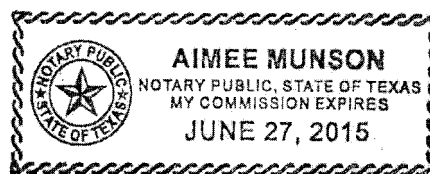
AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by 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 Watson
Printed Name: Ralph Watson

Bailey Smyth
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: 
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: 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.

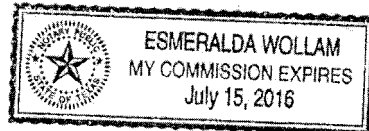
Esmeralda Wollam
NOTARY PUBLIC

My Commission Expires: 7/15/16


WITNESSES

Jordan Surrell
Printed Name: Jordan Surrell


Don Harris
Printed Name: Don Harris



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: 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 Ben Davis the Attorney-in-Fact for Cobalt International Energy, L.P. and on behalf of said ~~corporation~~ limited partnership 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.

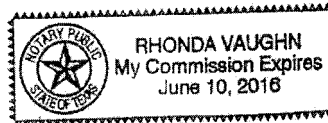
Rhonda Vaughn
NOTARY PUBLIC

My Commission Expires: _____

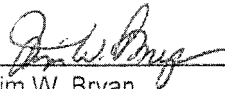
WITNESSES

[Signature]
Printed Name: Mike Jalsick


Connie Chance
Printed Name: Connie chance



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: D. Mark Fincher
Title: Agent and Attorney-in-Fact
Date: December 2, 2014

KJM

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.

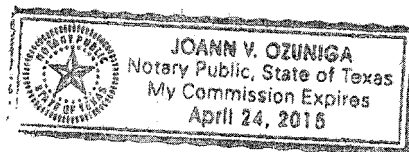
Joann V. Ozuniga
NOTARY PUBLIC

My Commission Expires: 4/24/15

WITNESSES

Keith E Breiner
Printed Name: Keith Breiner

Kevin Murphy
Printed Name: Kevin Murphy



KM

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



November 28, 2017

Bureau of Ocean Energy Management (BOEM)
Attn: Colette Worcester
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

RE: **BOEM NON REQUIRED FILING**
Memorandum of Operating Agreement and Financing Statement for GC 859 UOA

Dear Ms. Worcester,

Enclosed for your further handling Anadarko Petroleum Corporation, Anadarko US Offshore LLC, Exxon Mobil Corporation, Eni Petroleum US LLC, Statoil USA E&P Inc., Cobalt International Energy, L.P. and Marubeni Oil & Gas (USA) Inc. respectfully submits the following: two (2) copies of Memorandum of Operating Agreement and Financing Statement covering four (4) leases: OCS-G 24194, OCS-G 24197, OCS-G 26346 and OCS-G 26355.

Please file Memorandum of Operating Agreement and Financing Statement under Category 1 – Mortgage, Deed of Trust, Security Agreement.

I have attached a copy of the filing fee receipt for \$116.00 (Tracking ID 2668M1GA) which was paid under Pay.gov. Also included is a return self-addressed stamped envelope to include for the returned stamp copy to complete our files.

If you have any questions you may contact me at 832-636-3881

Sincerely,

A handwritten signature in cursive script that reads "Judy Singh".

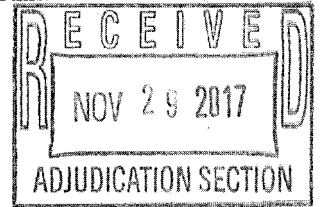
Judy Singh
GOM Deepwater Land

Enclosures: 2 MOAs
Pay.gov receipt
Return envelope

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
P O BOX 1330
HOUSTON, TX 77251-1330



First VENDOR
ANADARKO PETROLEUM CORP

First VENDEE
ANADARKO US OFFSHORE CORP

Index Type : Conveyances *3 Mortgages*

File # : 1469752

Type of Document : Agreement

Book : 2404 Page : 182

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) : 12/10/2014

At (Recorded Time) : 10:33:58AM



Doc ID - 012927010024

CLERK OF COURT
THERESAA. ROBICHAUX
Parish of Terrebonne
I certify that this is a true copy of the attached document that was filed for registry and
Recorded 12/10/2014 at 10:33:58
Recorded in Book 2404 Page 182
File Number 1469752



Dora B. Loupe
Deputy Clerk

Additional Index Recordings

Index Type	Book	Page	File #
MTG	2705	276	1469752

Return To :
ANADARKO E & P INC
P O BOX 1330
HOUSTON, TX 77251-1330

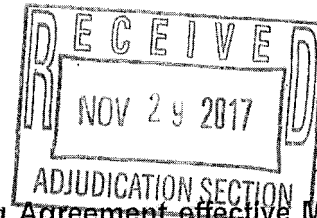
COVER PAGE

MEMORANDUM OF OPERATING AGREEMENT AND FINANCING
STATEMENT

RECORDATION IN TERREBONNE PARISH

GC 859/903/904/948
HEIDELBERG PROSPECT
GC 859 UNIT

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 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,

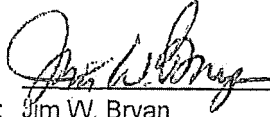
(2) reasonable attorneys' fees, (3) court costs, and (4) other directly related collection costs.

- 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

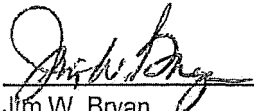
filed in the aforementioned office as a non-standard form of financing statement with the respective Non-Operator being the secured party and the Operator's Affiliate being the debtor with respect to such filing. In addition, this Memorandum also constitutes a financing statement filed as a fixture filing.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

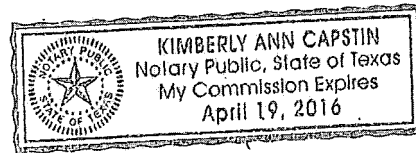
Kimberly Ann Capstin
NOTARY PUBLIC

My Commission Expires: 4-19-2016

WITNESSES

Judith Singh
Printed Name: Judith Singh

Neboah Pursey
Printed Name: NEBOAH PURSEY



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

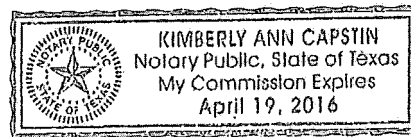
Kimberly Ann Capstin
NOTARY PUBLIC

My Commission Expires: 4-19-2016

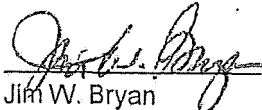
WITNESSES

Judith Singh
Printed Name: Judith Singh

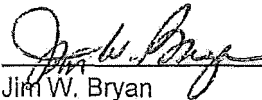
Neboah Pursey
Printed Name: NEBOAH PURSEY



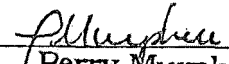
ANADARKO PETROLEUM CORPORATION

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: 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: _____

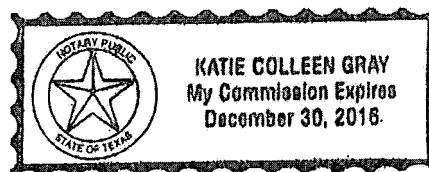
AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by Perry Murchree 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

Mary B. Cooke

Printed Name: Mary B. Cooke

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by Keith Howell the Land Manager for Statoil USA E&P Inc. and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this ___ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

WITNESSES

Printed Name: _____

Printed Name: _____

ANADARKO PETROLEUM 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 Anderson Elkins, IV

NOTARY PUBLIC

My Commission Expires: 12/8/15

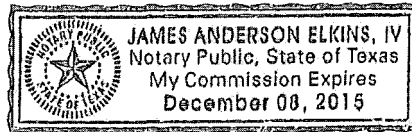
WITNESSES

Juliana Schomber

Printed Name: Juliana Schomber

James Bailey

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: _____

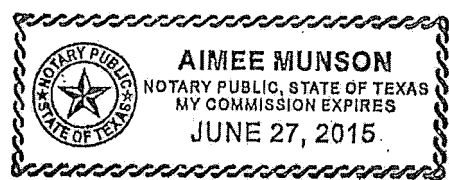
AFFIDAVIT

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 Watson
Printed Name: Ralph Watson

Bailey Smyth
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

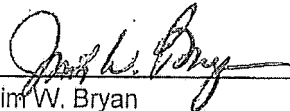
My Commission Expires: _____

WITNESSES


Printed Name: _____

Printed Name: _____

ANADARKO PETROLEUM CORPORATION

By: 
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: _____

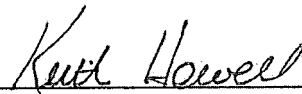
PXP OFFSHORE LLC

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: 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.

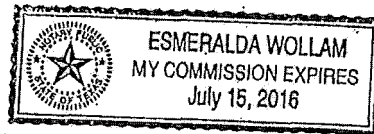
Esmeralda Wollam
NOTARY PUBLIC

My Commission Expires: 7/15/16

WITNESSES

Jordan Sorrell
Printed Name: Jordan Sorrell

Don Harris
Printed Name: DON 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: 11/23/14

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 Cobalt International Energy, L.P. and on behalf of said ~~corporation~~ 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 21st day of November, 2014.

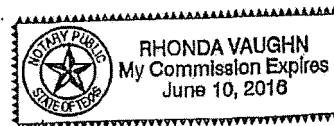
Rhonda Vaughn
NOTARY PUBLIC

My Commission Expires: _____

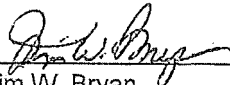
WITNESSES

[Signature]
Printed Name: Mike Tadlock

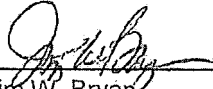
[Signature]
Printed Name: Connie Chance



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: D. Mark Fincher
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.

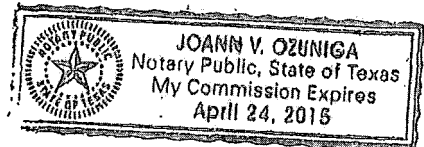
Joann V. Ozuniga
NOTARY PUBLIC

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

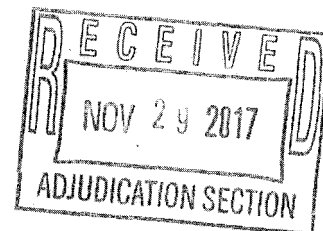
Parties to the Unit Operating Agreement:

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



December 9, 2014

Terrebonne Parish Clerk of Courts
Attn: Lisa, Recording Division
7856 Main Street
Houma, LA 70361



RE: Memorandum of Operating Agreement and Financing Statement
Filing in Conveyance/Mortgage and Secretary State of Louisiana
Offshore Gulf of Mexico

Dear Lisa:

Per our phone conversation Tuesday, December 9, 2014 enclosed for your further handling, Anadarko Petroleum Corporation respectfully submits the following:

- One (1) original and one (1) copy of the Memorandum of Operating Agreement and Financing Statement for OCS-G 24194, Green Canyon Block 859; OCS-G 24197 Green Canyon, Block 903; OCS-G 26346, Green Canyon, Block 904; and OCS-G 26355, Green Canyon, Block 948, by and between Anadarko Petroleum Corporation, 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.

Please file this Memorandum of Operating Agreement and Financing Statement in the Terrebonne Parish Conveyance/Mortgage Records. And please furnish a certified copy (enclosed copy) and invoice to Anadarko Petroleum Corporation, Attn: Kim Capstin, 1201 Lake Robbins Drive, The Woodlands, Texas, 77380.

Also, as we discussed regarding the UCC recording, we are waiting for a check to come in order to submit. We will forward to you upon receipt of check for UCC filing. We wanted to expedite the parish filing sooner rather than later.

Once the Memorandums have been recorded please furnish a certified copy and invoice to
If you have any questions please feel free to contact the undersigned at (832) 636-8796 or via email: kimberly.capstin@anadarko.com.

Thank you for all of your kind help through this process of filing.

Sincerely,

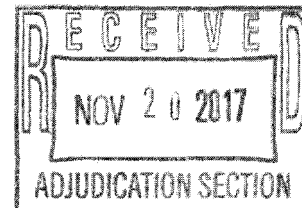
Kim Capstin
Anadarko Petroleum Corporation
Land Analyst - Offshore GOM

Enclosures – 1 Original Memorandum of Operating Agreement and Financing Statements and 1 copy

Palmer Coors -



November 17, 2017



Bureau of Ocean Energy Management (BOEM)
Attn: Colette Worcester
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

RE: BOEM NON REQUIRED FILING
Memorandum of Operating Agreement and Financing Statement for GC 859 UOA

Dear Ms. Worcester,

Enclosed for your further handling Anadarko Petroleum Corporation, Anadarko US Offshore LLC, Exxon Mobil Corporation, Eni Petroleum US LLC, Statoil USA E&P Inc., Cobalt International Energy, L.P. and Maurbeni Oil & Gas (USA) Inc. respectfully submits the following: two (2) copies of Memorandum of Operating Agreement and Financing Statement covering four (4) leases: OCS-G 24194, OCS-G 24197, OCS-G 26346 and OCS-G 26355.

Please file the Assignment of OCS Oil and Gas Leases under Category 7 – Contracts, Agreements and Conveyances.

I have attached a copy of the filing fee receipt for \$116.00 (Tracking ID 75365808565) which was paid under Pay.gov. Also included is a return self-addressed stamped envelope to include for the returned stamp copy to complete our files.

If you have any questions you may contact me at 832-636-3881

Sincerely,

A handwritten signature in black ink that reads "Kim Capstin".

Kim Capstin
GOM Deepwater Land

Enclosures: 2 MOAs
Pay.gov receipt
Return envelope



Receipt

Your payment is complete

Pay.gov Tracking ID: 2662CFJE
Agency Tracking ID: 75365808565
Form Name: BOEM Document Filing Application
Application Name: BOEM Non-Required - Required Document Filing - NR/RD

Payment Information

Payment Type: Debit or credit card
Payment Amount: \$116.00
Transaction Date: 11/17/2017 10:45:32 AM EST
Payment Date: 11/17/2017
Region: Gulf of Mexico
Name and Phone: Kim Capstin 832-636-8796
Submitting Company: Anadarko Petroleum Corporation
Document Type: Contract, Agreements, and Conveyances
Lease Numbers 1-25: 24194, 24197, 26346, 26355,
Lease Numbers 26-50:
Email Address: kim.capstin@anadarko.com

Account Information

Cardholder Name: Kimberly Capstin
Card Type: Visa
Card Number: *****9818

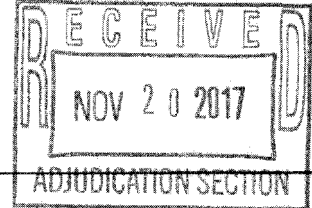
Email Confirmation Receipt

Confirmation Receipts have been emailed to:
kim.capstin@anadarko.com

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
P O BOX 1330
HOUSTON, TX 77251-1330



First VENDOR
ANADARKO PETROLEUM CORP

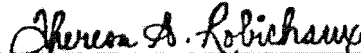
First VENDEE
ANADARKO US OFFSHORE CORP

Index Type : Conveyances
Type of Document : Agreement
Recording Pages : 24

File # : 1469752
Book : 2404 Page : 182

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

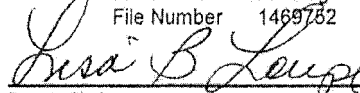

Clerk of Court

On (Recorded Date) : 12/10/2014
At (Recorded Time) : 10:33:58AM



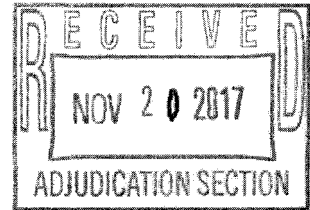
Doc ID - 012927010024

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 12/10/2014 at 10:33:58
Recorded in Book 2404 Page 182
File Number 1469752


Deputy Clerk

Additional Index Recordings			
Index Type	Book	Page	File #
MTG	2705	276	1469752

Return To :
ANADARKO E & P INC
P O BOX 1330
HOUSTON, TX 77251-1330



COVER PAGE

MEMORANDUM OF OPERATING AGREEMENT AND FINANCING
STATEMENT

RECORDATION IN TERREBONNE PARISH

GC 859/903/904/948
HEIDELBERG PROSPECT
GC 859 UNIT

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,

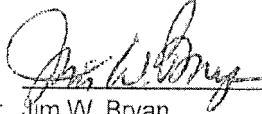
(2) reasonable attorneys' fees, (3) court costs, and (4) other directly related collection costs.

- 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

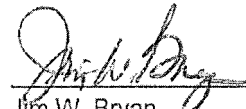
filed in the aforementioned office as a non-standard form of financing statement with the respective Non-Operator being the secured party and the Operator's Affiliate being the debtor with respect to such filing. In addition, this Memorandum also constitutes a financing statement filed as a fixture filing.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

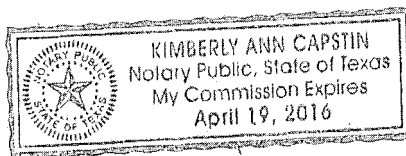
AFFIDAVIT

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

Neboha Jussu
Printed Name: NEBOHA JUSSU

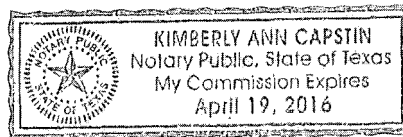
AFFIDAVIT

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

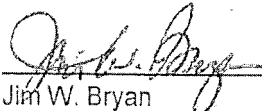


WITNESSES

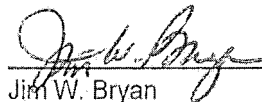
Judith Singh
Printed Name: Judith Singh

Neboha Jussu
Printed Name: NEBOHA JUSSU

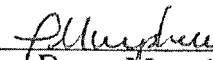
ANADARKO PETROLEUM CORPORATION

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: 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: _____

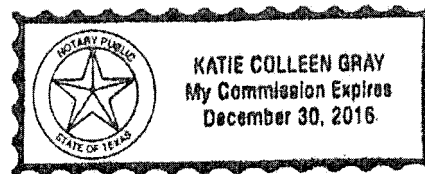
AFFIDAVIT

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

Mary B. Cooke

Printed Name: Mary B. Cooke

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by Keith Howell the Land Manager for Statoil USA E&P Inc. and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

WITNESSES

Printed Name: _____

Printed Name: _____

ANADARKO PETROLEUM 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: _____

cc
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

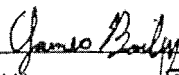
Thus done and signed by Stephen T. Laperouse a Vice President for **PXP Offshore LLC** and on behalf of said limited liability company by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 1st day of December, 2014.

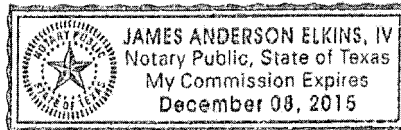

NOTARY PUBLIC

My Commission Expires: 12/8/15

WITNESSES


Printed Name: Julian Schenker


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]
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: _____

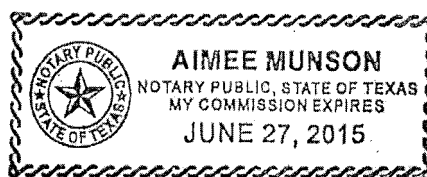
AFFIDAVIT

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 Watson
Printed Name: Ralph Watson

Bailey Smyth
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

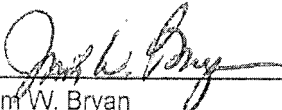
My Commission Expires: _____

WITNESSES


Printed Name: _____

Printed Name: _____

ANADARKO PETROLEUM CORPORATION

By: 
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: _____

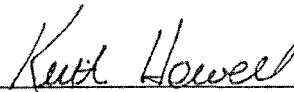
PXP OFFSHORE LLC

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: 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.

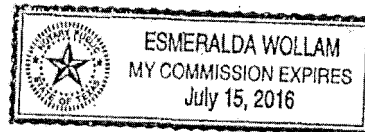
Esmeralda Wollam
NOTARY PUBLIC

My Commission Expires: 7/15/16

WITNESSES

Jordan Sorrell
Printed Name: Jordan Sorrell

Don Harris
Printed Name: DON 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: 11/25/14

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 Ben Davis the Attorney-in-Fact for Cobalt 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

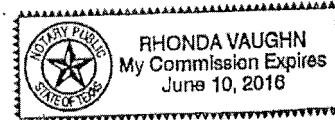
My Commission Expires: _____

WITNESSES

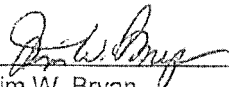
[Signature]
Printed Name: Mike Jalside

[Signature]
Printed Name: Connie Chance


Printed Name: Connie Chance



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: D. Mark Fincher
Title: Agent and Attorney-in-Fact
Date: December 2, 2014

KM

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.

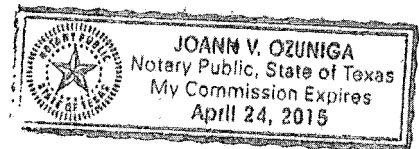
Joann V. Ozuniga
NOTARY PUBLIC

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

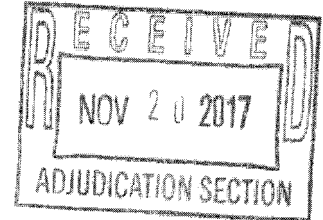
Parties to the Unit Operating Agreement:

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



December 9, 2014

Terrebonne Parish Clerk of Courts
Attn: Lisa, Recording Division
7856 Main Street
Houma, LA 70361



RE: Memorandum of Operating Agreement and Financing Statement
Filing in Conveyance/Mortgage and Secretary State of Louisiana
Offshore Gulf of Mexico

Dear Lisa:

Per our phone conversation Tuesday, December 9, 2014 enclosed for your further handling, Anadarko Petroleum Corporation respectfully submits the following:

- One (1) original and one (1) copy of the Memorandum of Operating Agreement and Financing Statement for OCS-G 24194, Green Canyon Block 859; OCS-G 24197 Green Canyon, Block 903; OCS-G 26346, Green Canyon, Block 904; and OCS-G 26355, Green Canyon, Block 948, by and between Anadarko Petroleum Corporation, 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.

Please file this Memorandum of Operating Agreement and Financing Statement in the Terrebonne Parish Conveyance/Mortgage Records. And please furnish a certified copy (enclosed copy) and invoice to Anadarko Petroleum Corporation, Attn: Kim Capstin, 1201 Lake Robbins Drive, The Woodlands, Texas, 77380.

Also, as we discussed regarding the UCC recording, we are waiting for a check to come in order to submit. We will forward to you upon receipt of check for UCC filing. We wanted to expedite the parish filing sooner rather than later.

Once the Memorandums have been recorded please furnish a certified copy and invoice to
If you have any questions please feel free to contact the undersigned at (832) 636-8796 or via email: kimberly.capstin@anadarko.com.

Thank you for all of your kind help through this process of filing.

Sincerely,

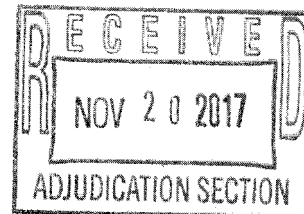
Kim Capstin
Anadarko Petroleum Corporation
Land Analyst - Offshore GOM

Enclosures – 1 Original Memorandum of Operating Agreement and Financing Statements and 1 copy

Enclosures -



November 17, 2017



Bureau of Ocean Energy Management (BOEM)
Attn: Colette Worcester
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

RE: **BOEM NON REQUIRED FILING**
UCC-1 Financing Statement for UOA

Dear Ms. Worcester:

Enclosed for your further handling Anadarko Petroleum Corporation, Anadarko US Offshore LLC, Exxon Mobil Corporation, Eni Petroleum US LLC, Statoil USA E&P Inc., Cobalt International Energy, L.P. and Maurbeni Oil & Gas (USA) Inc. respectfully submits the following: two (2) copies of State of Louisiana Uniform Commercial Code - Financing Statement (UCC-1) Fixture Filing covering four (4) leases: OCS-G 24194, OCS-G 24197, OCS-G 26346 and OCS-G 26355.

Please file the UCC-1 Financing Statement under Category 3 – UCC Filings and Financial Statements.

I have attached a copy of the filing fee receipt for \$116.00 (Tracking ID 75365809927) which was paid under Pay.gov. Also included is a return self-addressed stamped envelope to return the stamped copy to complete our files.

If you have any questions you may contact me at 832-636-3881.

Sincerely,

A handwritten signature in cursive script that reads "Kim Capstin".

Kim Capstin
GOM Deepwater Land

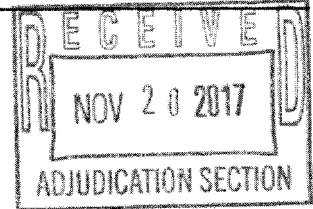
Enclosures: 2 UCC-1's
Pay.gov receipt
Return envelope

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

Theresa A. Robichaux

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



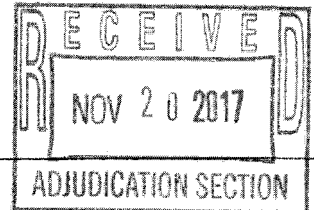
Lisa B. Laugel
Deputy Clerk

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.

OR	1a Organization's Name Anadarko US Offshore Corporation				
	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.

OR	2a Organization's Name Exxon Mobil Corporation				
	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)

OR	3a Organization's Name Anadarko Petroleum Corporation				
	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

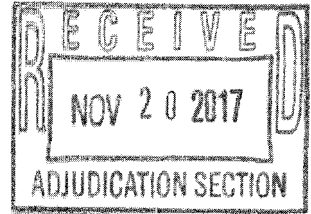
7. ALTERNATIVE DESIGNATION (if applicable):
 CONSIGNEE/CONSIGNOR LESSEE/LESSOR
 SELLER/BUYER AG. LIEN BAILEE/BAILOR
 NON-UCC-FILING

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

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



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 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

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 CityWest Blvd., Suite 800		CITY Houston	STATE TX
		POSTAL CODE 77042	COUNTRY USA

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

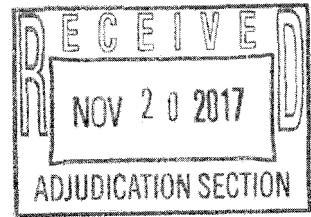
22. ADDITIONAL SECURED PARTY'S NAME *or* ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

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

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

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

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 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

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

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

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

24. MISCELLANEOUS:



Receipt

Your payment is complete

Pay.gov Tracking ID: 2662CFKG
Agency Tracking ID: 75365809927
Form Name: BOEM Document Filing Application
Application Name: BOEM Non-Required - Required Document Filing - NR/RD

Payment Information

Payment Type: Debit or credit card
Payment Amount: \$116.00
Transaction Date: 11/17/2017 10:49:59 AM EST
Payment Date: 11/17/2017
Region: Gulf of Mexico
Name and Phone: Kim Capstin 832-636-8796
Submitting Company: Anadarko Petroleum Corporation
Document Type: UCC Filings and Financial Statements
Lease Numbers 1-25: 24194, 24197, 26346, 26355,
Lease Numbers 26-50:
Email Address: kim.capstin@anadarko.com

Account Information

Cardholder Name: Kimberly Capstin
Card Type: Visa
Card Number: *****9818

Email Confirmation Receipt

Confirmation Receipts have been emailed to:
kim.capstin@anadarko.com

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
P O BOX 1330
HOUSTON, TX 77251-1330

First VENDOR

ANADARKO PETROLEUM CORP

First VENDEE

ANADARKO US OFFSHORE CORP

Index Type : Conveyances

File # : 1469752

Type of Document : Agreement

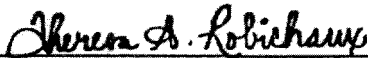
Book : 2404

Page : 182

Recording Pages : 24

Recorded Information

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


Clerk of Court

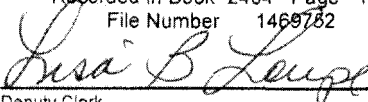
On (Recorded Date) : 12/10/2014

At (Recorded Time) : 10:33:58AM



Doc ID - 012927010024

CLERK OF COURT
THERESAA. ROBICHAUX
Parish of Terrebonne
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 12/10/2014 at 10:33:58
Recorded in Book 2404 Page 182
File Number 1469752


Deputy Clerk

Additional Index Recordings

<u>Index Type</u>	<u>Book</u>	<u>Page</u>	<u>File #</u>
MTG	2705	276	1469752

Return To :

ANADARKO E & P INC
P O BOX 1330
HOUSTON, TX 77251-1330

COVER PAGE

MEMORANDUM OF OPERATING AGREEMENT AND FINANCING
STATEMENT

RECORDATION IN TERREBONNE PARISH

GC 859/903/904/948
HEIDELBERG PROSPECT
GC 859 UNIT

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 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

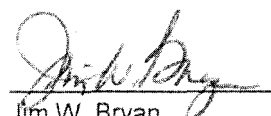
filed in the aforementioned office as a non-standard form of financing statement with the respective Non-Operator being the secured party and the Operator's Affiliate being the debtor with respect to such filing. In addition, this Memorandum also constitutes a financing statement filed as a fixture filing.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

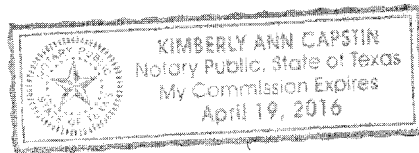
Kimberly Ann Capstin
NOTARY PUBLIC

My Commission Expires: 4-19-2016

WITNESSES

Judith Singh
Printed Name: Judith Singh

Rebecca Pusey
Printed Name: REBECCA PUSEY



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

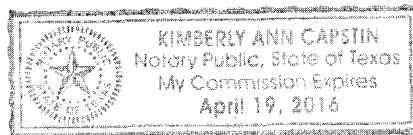
Kimberly Ann Capstin
NOTARY PUBLIC

My Commission Expires: 4-19-2016


WITNESSES

Judith Singh
Printed Name: Judith Singh

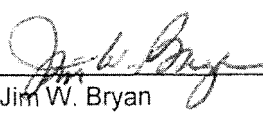
Rebecca Pusey
Printed Name: REBECCA PUSEY



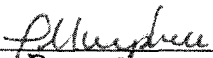
ANADARKO PETROLEUM CORPORATION

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: 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: _____

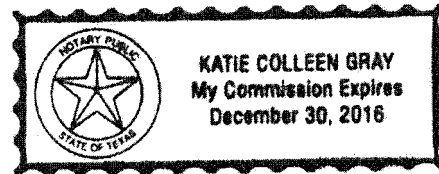
AFFIDAVIT

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

Mary B. Cooke

Printed Name: Mary B. Cooke

AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

Thus done and signed by Keith Howell the Land Manager for **Statoil USA E&P Inc.** and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

WITNESSES

Printed Name: _____

Printed Name: _____

ANADARKO PETROLEUM CORPORATION

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

ANADARKO US OFFSHORE CORPORATION

By: *Jim W. Bryan*
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: *Stephen T. Laperouse*
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: _____

CCB
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 11th day of December, 2014.

James Anderson Elkins, IV

NOTARY PUBLIC

My Commission Expires: 12/8/15

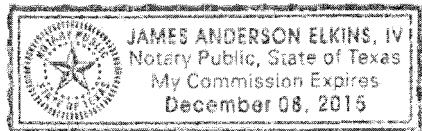
WITNESSES

J. Schenker

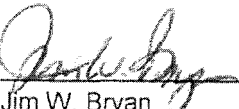
Printed Name: Jalissa Schenker

James Bailey

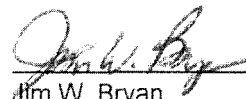
Printed Name: James Bailey



ANADARKO PETROLEUM CORPORATION

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

ANADARKO US OFFSHORE CORPORATION

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

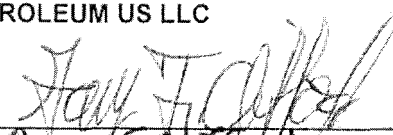
MARUBENI OIL & GAS (USA) INC.

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

PXP OFFSHORE LLC

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

ENI PETROLEUM US LLC

By:  ^{RW}
Name: Gary F. Clifford
Title: Business Development Manager
Date: December 5, 2014

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 Gary Clifflord 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.

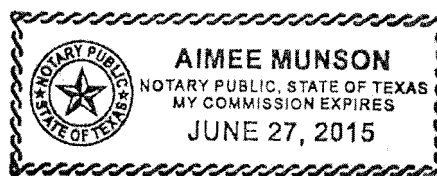
Aimee Munson
NOTARY PUBLIC

My Commission Expires: 6/27/15

WITNESSES

Ralph Watson
Printed Name: Ralph Watson

Bailey Smyth
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: 
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: _____

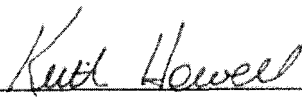
PXP OFFSHORE LLC

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: 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.

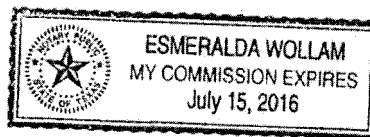
Esmeralda Wollam
NOTARY PUBLIC

My Commission Expires: 7/15/16


WITNESSES

Jordan Sorrell
Printed Name: Jordan Sorrell


Don Harris
Printed Name: DON HARRIS



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: 11/23/14

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 Ben Davis the Attorney-in-Fact for Cobalt International Energy, L.P. and on behalf of said ~~corporation~~ limited liability company 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.

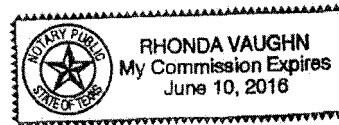
Rhonda Vaughn
NOTARY PUBLIC

My Commission Expires: _____


WITNESSES

[Signature]
Printed Name: Mike Jadide


Connie Chance
Printed Name: Connie Chance



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: D. Mark Fincher
Title: Agent and Attorney-in-Fact
Date: December 2, 2014

KJM

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.

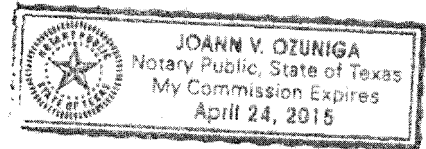
Joann V. Ozuniga
NOTARY PUBLIC

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



December 9, 2014

Terrebonne Parish Clerk of Courts
Attn: Lisa, Recording Division
7856 Main Street
Houma, LA 70361

RE: Memorandum of Operating Agreement and Financing Statement
Filing in Conveyance/Mortgage and Secretary State of Louisiana
Offshore Gulf of Mexico

Dear Lisa:

Per our phone conversation Tuesday, December 9, 2014 enclosed for your further handling, Anadarko Petroleum Corporation respectfully submits the following:

- One (1) original and one (1) copy of the Memorandum of Operating Agreement and Financing Statement for OCS-G 24194, Green Canyon Block 859; OCS-G 24197 Green Canyon, Block 903; OCS-G 26346, Green Canyon, Block 904; and OCS-G 26355, Green Canyon, Block 948, by and between Anadarko Petroleum Corporation, 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.

Please file this Memorandum of Operating Agreement and Financing Statement in the Terrebonne Parish Conveyance/Mortgage Records. And please furnish a certified copy (enclosed copy) and invoice to Anadarko Petroleum Corporation, Attn: Kim Capstin, 1201 Lake Robbins Drive, The Woodlands, Texas, 77380.

Also, as we discussed regarding the UCC recording, we are waiting for a check to come in order to submit. We will forward to you upon receipt of check for UCC filing. We wanted to expedite the parish filing sooner rather than later.

Once the Memorandums have been recorded please furnish a certified copy and invoice to
If you have any questions please feel free to contact the undersigned at (832) 636-8796 or via email: kimberly.capstin@anadarko.com.

Thank you for all of your kind help through this process of filing.

Sincerely,

A handwritten signature in cursive script that reads "Kim Capstin".

Kim Capstin
Anadarko Petroleum Corporation
Land Analyst - Offshore GOM

Enclosures – 1 Original Memorandum of Operating Agreement and Financing Statements and 1 copy

Color copy -

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

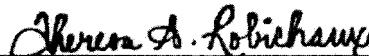
File Number : 1469984

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):
 LESSEE/LESSOR
 CONSIGNEE/CONSIGNOR BAILEE/BAILOR
 SELLER/BUYER AG. LIEN 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
--	------------------------	--------------------	-----------------------------	-----------------------

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 CityWest Blvd., Suite 800	CITY Houston	STATE TX	POSTAL CODE 77042	COUNTRY USA
---	------------------------	--------------------	-----------------------------	-----------------------

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
--	------------------------	--------------------	-----------------------------	-----------------------

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
----------------------	------	-------	-------------	---------

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
----------------------	------	-------	-------------	---------

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

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 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

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

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

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

24. MISCELLANEOUS:

PAYMENT REQUEST FORM

 CHECK

 ELECTRONIC FUNDS TRANSFER (EFT)

 CASHIERS CHECK

 PAYEE: Terrebonne Parish Clerk of Court

 DUE DATE: 12/11/2014

 VENDOR #: 7394280

APRT/Alternate Payee# _____

 ADDRESS: P.O. Box 1569
Houma, LA 71241

CASH MGMT EFT PAYMENTS REQUIRE:

1. Vendor Payments: payee bank, routing # and account # on payee letterhead, email or invoice.

2. Tax Payments: Standard Tax Payment Template
[Click HERE for Tax Payment Template](#)

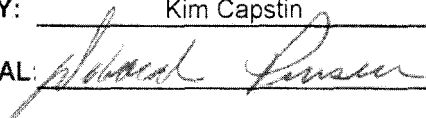
 CURRENCY: USD OTHER _____
Specify Currency

 AMOUNT: \$175.00
REMITTANCE INFO:
 UCC STATE OF LOUISIANA FILING - HEIDELBERG UNIT

 SPECIAL CHECK HANDLING REQUIRED: YES [Click HERE for Special Handling Form](#)
All supporting documentation must be attached and will be scanned. Confidential documents must be retained for audit purposes. Indicate confidential support location _____

 PAYOR INFO COMPANY NAME: Anadarko US Offshore Corporation CO CODE: 622

CO	GL Account	AFE	Cost Center	Activity Date	Description	Foreign Currency Amt	US Dollar Amount
	80010040		40901393		Filing Fees		\$ 175.00
						-	\$ 175.00

 PREPARED BY: Kim Capstin PHONE EXT: 68796 DATE PREPARED: 12/9/2014
 PMT APPROVAL:  DATE: 12/9/2014 USER: IBT252 user id
 PMT APPROVAL: _____ DATE: _____ USER: _____ user id

FOR A/P USE ONLY

 Inv. # _____ Document # _____

FOR TREASURY USE ONLY *Credit Cash Nominal* _____

Foreign Currency Amount	Exchange Rate	U.S. Dollar Amount

Entered by: _____ Released by: _____

Anadarko US Offshore Corporation
P.O. Box 1330 - Houston, TX 77251-1330

Please refer to your vendor number in all correspondence about your account.
Accounts Payables Inquiries: (800) 370-9867

VENDOR NAME	VENDOR NO.	CHECK DATE	CHECK NUMBER	AMOUNT
TERREBONNE PARISH CLERK	0007394280	12/12/14	02121020	***\$175.00*

Reference ID	Document #	Gross Amt	Discount Amt	WHTax Amt	Net Amt	Remarks
PMTRQ120914	1300002115	\$175.00	\$0.00	\$0.00	\$175.00	

THE FACE OF THIS DOCUMENT HAS A BLUE BACKGROUND AND A TRUE WATERMARK. HOLD AT AN ANGLE TO VIEW. DO NOT ACCEPT OR CASH IF THESE FEATURES ARE NOT PRESENT.

Anadarko US Offshore Corporation
P.O. Box 1330 - Houston, TX 77251-1330

JPMorgan Chase Bank, N.A. 74-1292
Dearborn, MI 724

CHECK NO
2121020

DATE
12/12/14

PAY EXACTLY **\$175dols00cts**

AMOUNT
***\$175.00*

PAY TO THE ORDER OF
TERREBONNE PARISH CLERK
P O BOX 1569
HOUMA, LA 70361
US

Al Richey

AUTHORIZED REPRESENTATIVE(S) OF THE COMPANY

⑈02121020⑈ ⑆072412927⑆ 741400212⑈

SPECIAL HANDLING REQUEST ACCOUNTS PAYABLE

Complete this form for Special Handling of a Check.

*Required Fields

This form must be included with the original request for payment to the Accounts Payable Department.

*Vendor Name:	Terrebonne Parish Clerk of Court		
*Vendor Number:	7394280	APRT:	
		*Check Amount:	\$175.00
*Company #:	622-Anadarko US Offshore Corporation	*Due Date:	12/11/14
* Requested by:	Kim Capstin	*Extension:	6-8796

SAP PMS Code

Select one of the following options:

C2 The Woodlands Enter Payment Method Supplement Code C2 on the Payment Tab of FV60

Cash Management to send check via Inter-company Mail to:
 Name: _____ Extension: _____
 Location: (check appropriate location and fill in office number)

ALR _____ AHT _____ ATL _____ Other _____

Cash Management to Hold Check for Pick-up by:
 Name: Kim Capstin Extension: 6-8796

Cash Management to Mail Check with Attachment. Staple attachments to this form.

C3 JPMorgan to send check via UPS "overnight" directly to *VENDOR*. This form is NOT needed for C3.
 Check will NOT be returned to Anadarko! NOTE: Vendor must have a street address and **NOT** a P.O. Box!
 Enter Payment Method Supplement Code C3 on the Payment Tab of FV60

C5 Denver Enter Payment Method Supplement Code C5 on the Payment Tab of FV60

Ops Acctg - AP to send check via Inter-company Mail to:
 Name: _____ Extension: _____
 Location: (check appropriate location and fill in office number)

Granite Tower _____ Rockies Field Lo: _____ Other _____

Ops Acctg - AP to Hold Check for Pick-up by:
 Name: _____ Extension: _____

Ops Acctg - AP to Mail Check with Attachment. Staple attachments to this form.

CASH MANAGEMENT or OPS ACCTG - AP USE			
Ck# _____	with attachment mailed on _____		<i>Delivered by</i>
Ck# _____	r'd via I/C mail to _____	on _____	
Ck# _____	picked up by _____	on _____	
	<i>Signature</i>	<i>Date</i>	<i>Cash Mgmt</i>

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

Important - Read Instructions before filing 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.

OR	1a Organization's Name Anadarko US Offshore Corporation				
	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.

OR	2a Organization's Name Exxon Mobil Corporation				
	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)

OR	3a Organization's Name Anadarko Petroleum Corporation				
	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

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 CityWest Blvd., Suite 800		CITY Houston	STATE TX POSTAL CODE 77042 COUNTRY USA

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

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

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

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

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 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 POSTAL CODE COUNTRY TX 77079 USA

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 POSTAL CODE COUNTRY LA 70508 USA

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

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

24. MISCELLANEOUS: