Claim #275 Date Filed: 3/19/2018

Fill in this information to identify the case:						
Debtor 1	Cobalt GOM #1 LLC					
Debtor 2 (Spouse, if filing)						
United States E	Bankruptcy Court for the: Southern District of Texas					
Case number	17-36713					

PECEUED

MAR 19 2018

KURTZMAN GARSON 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.

ľ	art 1: Identify the C	laim					
1.	Who is the current creditor?	Anadarko Petrolei	um Corporati	on			
	Croditors	Name of the current credit	or (the person or e	entity to be paid for this cla	im)		
		Other names the creditor u	used with the debt	or			
2.	Has this claim been acquired from someone else?	☑ No ☐ Yes. From whom?					
3.	Where should notices and payments to the creditor be sent?	Where should notices	to the credito	r be sent?	Where should paymer different)	nts to the cred	itor be sent? (if
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Bob B. Bruner			Craig A. Olsen		
		Name			Name		
		1301 McKinney, S	uite 5100		1201 Lake Robbins	s Drive	
		Houston	TX	77010	The Woodlands	TX	77380
		City	State	ZIP Code	City	State	ZIP Code
		Contact phone 713-65	1-5216		Contact phone 832-636	5-1242	
		Contact email bob.bru	ner@norton	rosefulbright.com	Contact email Craig.O	lsen@anada	arko.com
		Uniform claim identifier for	electronic payme	nts in chapter 13 (if you us	e one): 	_	
4.	Does this claim amend one already filed?	☑ No ☐ Yes. Claim numbe	r on court claim	s 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 th	e earlier filing?				

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?	\$\$ 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
Market Commence of the Commenc		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.)
	MAR 19 2016	Value of property: \$  Amount of the claim that is secured: \$
	ZMAN CARSON CONSIGNANTS	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	☑ No					
11 U.S.C. § 507(a)?	Yes. Chec					Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example,	Domes 11 U.S	tic support obligatio .C. § 507(a)(1)(A) o	ns (including alime r (a)(1)(B).	ony and child support) und	der	\$
in some categories, the law limits the amount entitled to priority.	Up to 9 person	2,850* of deposits t al, family, or househ	oward purchase, I nold use. 11 U.S.C	ease, or rental of property . § 507(a)(7).	or services for	\$
onacco to phony.	bankru	, salaries, or commisptcy petition is filed (C. § 507(a)(4).	ssions (up to \$12, or the debtor's bu	850*) earned within 180 d siness ends, whichever is	ays before the earlier.	\$
	☐ Taxes	or penalties owed to	governmental un	its. 11 U.S.C. § 507(a)(8).		\$
	☐ Contrib	utions to an employ	ee benefit plan. 1	1 U.S.C. § 507(a)(5).		\$
	Other.	Specify subsection of	of 11 U.S.C. § 507	(a)() that applies.		\$
				very 3 years after that for cas	es begun on or aft	er the date of adjustment.
			***************************************		-	
Part 3: Sign Below						
The person completing	Check the appr	opriate box:			. "	
this proof of claim must sign and date it.	☐ I am the cr	editor				
FRBP 9011(b).	_	editor's attorney or a	authorized agent.			
If you file this claim		•	•	d agent. Bankruptcy Rule	3004.	
electronically, FRBP 5005(a)(2) authorizes courts	☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.					
to establish local rules						
specifying what a signature is.	I understand tha	it an authorized sign	nature on this <i>Proc</i>	of of Claim serves as an a	cknowledgment	that when calculating the
A person who files a	amount of the c	aim, the creditor gav	ve the debtor cred	it for any payments receiv	ed toward the de	ebt.
fraudulent claim could be fined up to \$500,000,	I have examined and correct.	I the information in t	his <i>Proof of Claim</i>	and have a reasonable b	elief that the info	ormation is true
imprisoned for up to 5 years, or both.	I declare under	penalty of perjury that	at the foregoing is	true and correct		
18 U.S.C. §§ 152, 157, and 3571.		00/15/00/10	at the fologoning to	and diffe control.		
	Executed on da	e 03/15/2018 MM / DD / YYY	<del>/Y</del>			
		<b>1</b>			•	
					A	MAR 1 9 2018
	Signature					
	Print the name	of the person who	is completing ar	nd signing this claim:	**VITERAL	CARSON CONSULTANTS
	Name	Craig		A.	Olsen	
		First name	Mid	dle name	Last name	
	Title	Senior Couns	sel			
	Company	Anadarko Pet	roleum Corpoi	ration		
		Identify the corporat	te servicer as the co	mpany if the authorized agen	t is a servicer.	
	Address	1201 Lake Ro	bbins Drive			
			treet			
		The Woodlan	ds	TX	77380	
		City		State	ZIP Code	
	Contact phone	832-636-1242	2	Email	Craig.Olse	en@anadarko.com



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:

COBALT INTERNATIONAL ENERGY,
INC., et al.,

Debtors.

S Chapter 11

Case No. 17-36709

S S

# ATTACHMENT TO ANADARKO PETROLEUM CORPORATION'S PROOF OF CLAIM

This attachment (the "<u>Attachment</u>") supplements the information stated in the accompanying proof of claim (the "<u>Proof of Claim</u>") filed by Anadarko Petroleum Corporation, on behalf of itself and related entities (collectively, "<u>Anadarko</u>"), 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.

# $\frac{\text{UNPAID CAPITAL EXPENDITURES, JOINT INTEREST BILLINGS, AND}}{\text{OPERATING COSTS}}$

- 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").<sup>1</sup>
- 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.<sup>2</sup>
  - 5. The Debtor also owes no less than \$4,050.00 for lease rental payments.<sup>3</sup>
  - 6. The Debtor further has and continues to incur obligations under the Heidelberg

<sup>&</sup>lt;sup>1</sup> 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.

<sup>&</sup>lt;sup>2</sup> 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.

<sup>&</sup>lt;sup>3</sup> A true and correct copy of the invoice reflecting the lease amount is attached as **Exhibit B**.

### **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

<sup>&</sup>lt;sup>4</sup> 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.<sup>5</sup>
- 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;

<sup>&</sup>lt;sup>5</sup> 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



### **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

REMIT CHECK PAYMENT TO: ANADARKO U.S. OFFSHORE LLC PO BOX 730245 DALLAS, TX 75373-0245 (800) 359-1692 CRM.JIB@ANADARKO.COM 
 Billing Period:
 1 / 2018

 Invoice:
 012018JV57912301

 Invoice Date:
 1 / 31 / 2018

 Invoice Amount:
 \$ 261,545.13

 Currency:
 USD

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

REMIT CHECK PAYMENT TO: ANADARKO U.S. OFFSHORE LLC PO BOX 730245 DALLAS, TX 75373-0245 (800) 359-1692 CRM.JIB@ANADARKO.COM Billing Period: 1 / 2018 012018JV57912301 Invoice: Invoice Date: 1/31/2018 Invoice Amount: 261,545.13 Currency: USD

REMIT WIRE / ACH PAYMENT TO: JP Morgan Chase Bank

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

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COBALT GOM 1 LLC

Invoice Number: 012018JV57912301
VENTURE: 117387 GREEN CANYON BLK 859 EOUITY GRP: 01E

Account	Account Description	Gross Amount	Net Amount
OPERATI	NG 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: 1H7388	300 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: 1H7402	200 GREEN CANYON 859 003	65,499.46	6,140.57
TOTAL OF	PERATING EXPENSE	130,998.92	12,281.15
TOTAL VE	ENTURE / EQUITY GROUP	130,998.92	12,281.16
Equity Sh Your Net	are: 9.375000 % Share Of Gross Expenditure:		12,281.16



COBALT GOM 1 LLC

Invoice Number: 012018JV57912301
VENTURE: 117387 GREEN CANYON BLK 859 EQUITY GRP: 27

Account	Account Description	Gross Amount	Net Amount
OPERATIN	NG 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: 1H7388	00 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	333.2
80015070	Compressors & Compressor Pkgs	1,545.50	144.8
80015080	Electrical Substations & Field Dist	10.74	1.0
80015090	Engines/Motors/Generators/Drivers	496.52	46.5
80015310	Platform or Facility Maintenance	62.39	5.8
80017070	Environ/Reg Permits, Licenses and Fees	3,094.62	290.1
80018000	Personal Protective Equipment	24.58	2.3
80018020	Safety Equip/Systems	52.03	4.8
80018030	Occupational Health Expenses	80.45	7.5
80018040	Safety Training	9.62	0.9
80018060	Process Safety Management (PSM/SEMP)	39.29	3.6
80020050	Equipment Rental	163.96	15.3
80023000	Operating Tools & Supplies	6.00	0.5
80024020	Transportation/Freight Ground	10.42	0.9
80025000	Buildings Operating	7.28	0.6
80025010	Shore Base/Staging Area Expenses	269.39	25.2
80025020	Living & Camp/Housing Expenses	246.33	23.0
80025060	Computer Expenses	(0.11)	(0.0)
80025070	Telephone & Communications	32.57	3.0
80025110	Warehouse Handling	55.62	5.2
80025150	Lodging-Business Trips & Other	43.67	4.0
80031030	Payroll Burden Billed	108.09	10.1
80031050	Overhead Billed - System Calculated	1,303.41	122.1
80040080	Communication Equipment	3.54	0.3
SL800307	Company Labor Allocation (Secondary)	107.75	10.1
SL800317	Company Labor Hourly Allocations (Second	0.90	0.0
	00 GREEN CANYON 859 003	11,329.61	1,062.1
H911000	GREEN CANYON 859 005		
80011030	Contract Labor & Consulting Services	3,555.05	333.2
80012130	Coring & Analysis	2,420.00	226.8
80015070	Compressors & Compressor Pkgs	1,545.50	144.8
80015080	Electrical Substations & Field Dist	10.74	1.0
80015090	Engines/Motors/Generators/Drivers	496.52	46.:
80015250	Subsea Wellhead	57,964.12	5,434.
80015310	Platform or Facility Maintenance	62.39	5.8

COBALT GOM 1 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)	(0.01
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	9,153.35	858.13
80040080	Communication Equipment	3.54	0.33
SL800307	Company Labor Allocation (Secondary)	107.75	10.10
SL800317		0.90	0.08
Fotal: 1H9110		79,563.67	7,459.09
TOTAL OP	Living & Camp/Housing Expenses Computer Expenses	102,222.89	9,583.40
TOTAL VE	NTURE / EQUITY GROUP	102,222.89	9,583.32
Equity Sh Your Net	are: 9.375000 % Share Of Gross Expenditure:		9,583.32



COBALT GOM 1 LLC

Invoice Number: 012018JV57912301

<b>VENTURE: 316061 GREEN CANYON 859 001 E</b>	MITY GRP: 29	,
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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)



COBALT GOM 1 LLC

Invoice Number: 012018JV57912301 VENTURE: 316070 GREEN CANYON BLK 903 EQUITY GRP: 17

Account	Account Description	Gross Amount	Net Amount
OPERATI	NG 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: 1H740	1100 GREEN CANYON 903 006	65,499.46	6,140.57
TOTAL O	PERATING EXPENSE	65,499.46	6,140.57
TOTAL VI	ENTURE / EQUITY GROUP	65,499.46	6,140.58
Equity Sl Your Net	nare: 9.375000 % Share Of Gross Expenditure:		6,140.58



COBALT GOM 1 LLC

Invoice Number: 012018JV57912301 VENTURE: 316070 GREEN CANYON BLK 903 EQUITY GRP: 01C

Account	Account Description	Gross Amount	Net Amount
OPERATI	NG 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: 1H919	9200 GREEN CANYON 903 005	65,499.46	6,140.57
TOTAL O	PERATING EXPENSE	65,499.46	6,140.57
TOTAL V	ENTURE / EQUITY GROUP	65,499.46	6,140.58
Equity Sl Your Net	hare: 9.375000 % Share Of Gross Expenditure:		6,140.58



COBALT GOM 1 LLC

Invoice Number: 012018JV57912301

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

Account	Account Description	Gross Amount	Net Amount
OPERATIN	NG 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: 1H7401	00 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
Гotal: 1J32240	00 GREEN CANYON 903 007	11,376.70	1,066.57
TOTAL OP	PERATING 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 VEN	TURE / EQUITY GROUP	22,706.31	2,128.66
Equity Shar	e: 9.375000 %		
	are Of Gross Expenditure:		2,128.66



COBALT GOM 1 LLC

Invoice Number: 012018JV57912301 VENTURE: 600333 HEIDELBERG GC 859 DEVELOPMENT JV EQUITY GRP: 17

Account	Account Description	Gross Amount	Net Amount
OPERATIN	NG 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: 0040901	1448 HEIDELBERG GC 859 DEVELOPMENT	19,775.00	1,853.91
TOTAL OP	PERATING EXPENSE	19,775.00	1,853.91
TOTAL VE	NTURE / EQUITY GROUP	19,775.00	1,853.90
Equity Sha Your Net	are: 9.375000 % Share Of Gross Expenditure:		1,853.90

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**COBALT GOM 1 LLC** 

Invoice Number: 012018JV57912301

VENTURE: 600333 HEIDELBERG GC 859 DEVELOPMENT JV EQUITY GRP: 21 Account Description **Gross Amount** Net Amount Account AFE EXPENDITURES 2128742.OPE HEIDELBERG 2017 HOT BOLTING 80015310 Platform or Facility Maintenance 18,900.00 1.771.88 1,009.15 80020050 94.61 Equipment Rental 80023000 Operating Tools & Supplies 2,992.95 280.59 32,220.31 3,020.65 80024000 Transportation/Freight Air 80024010 Transportation/Freight Marine 10,384.04 973.50 80025010 Shore Base/Staging Area Expenses 1,019.14 95.54 Overhead Billed - System Calculated 810.78 80031050 8,648.33 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 930.00 87.19 **Equipment Rental** 80021090 390.73 Chemicals Other 4,167.74 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 Shorebase Loading Charges 80024080 302.59 28.37 80025000 **Buildings Operating** 0.03 0.36 80025010 Shore Base/Staging Area Expenses 1,366.87 128.14 Living & Camp/Housing Expenses 80025020 24.65 2.31 80031030 Payroll Burden Billed 337.66 31.66 Overhead Billed - System Calculated 14,681.65 1,376.40 80031050 Company Labor Field Hourly (Billable) SL800310 339.42 31.82 Total: 2129644.OPE HEIDELBERG 2017 PAINTING PROGRAM 127,617.47 11,964.14 HEIDELBERG INTEGRITY MANAG. APPL. 2135638.OPE

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: 2136219.0	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: 2137706.0	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: 2138628.0	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

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	EEXPENDITURES	448,823.58	42,077.21
OPERATING	G 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
	Environ/Reg Permits, Licenses and Fees	17,605.00	1,650.47

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	187.70
80021130	Chemicals Demulsifier	22,140.00	2,075.63
80021250	Subsea Hydraulic Fluid	13,475.00	1,263.2
80023000	Operating Tools & Supplies	54,686.37	5,126.8
80024000	Transportation/Freight Air	148,966.88	13,965.6
80024010	Transportation/Freight Marine	73,674.77	6,907.0
80024020	Transportation/Freight Ground	4,735.74	443.9
80024080	Shorebase Loading Charges	1,815.64	170.2
80025000	Buildings Operating	2.21	0.2
80025010	Shore Base/Staging Area Expenses	5,257.05	492.8
80025020	Living & Camp/Housing Expenses	101,562.87	9,521.5
80025070	Telephone & Communications	51,715.36	4,848.3
80025110	Warehouse Handling	11,437.59	1,072.2
80025130	M&E-Business Trips & Other	430.19	40.3
80025150	Lodging-Business Trips & Other	6,129.07	574.6
80025160	Other-Business Trips & Other	242.50	22.7
80029000	Gas Processing Fees	43,692.91	4,096.2
80031030	Payroll Burden Billed	264,125.47	24,761.7
80031050	Overhead Billed - System Calculated	223,909.01	20,991.4
81030290	Miscellaneous G&A Exp	345.60	32.4
SL800300	Company Labor Field Salaried (Billable)	30,025.78	2,814.9
SL800310	Company Labor Field Hourly (Billable)	222,958.01	20,902.3
SL800315	Company Labor Hourly Settlement (Second)	284.94	26.7
SL800330	Company Labor Other - Field	12,237.37	1,147.2
Total: 0040901	448 HEIDELBERG GC 859 DEVELOPMENT	1,951,972.88	182,997.4
 ГОТАL ОР	ERATING EXPENSE	1,951,972.88	182,997.4

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



Account	Account Description	Gross Amount	Net Amount
AFE EXPE	NDITURES		
2078324.05130	DE.CON HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT		
5000000700	Heidelberg Topside/Manifold 859LC R	14,343.00	
80015210	Offshore Topside Equipment	14,343.00	1,344.60
80031050	Overhead Billed - System Calculated	286.85	26.89
Total: 2078324	4.05130E.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	158.3
80031050	Overhead Billed - System Calculated	33.78	3.1
Total: 2078324	4.05900.CON HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT	1,722.78	161.5
2078691.05010	CON HEIDELBERG DEVELOPMENT FINAL DESIGN AFE		
80011030	Contract Labor & Consulting Services	694.50	65.1
80031050	Overhead Billed - System Calculated	13.89	1.30
Total: 2078691	1.05010.CON HEIDELBERG DEVELOPMENT FINAL DESIGN AFE	708.39	66.4
2078692.01100	D.DEV HEIDELBERG DEVELOPMENT INTEGRATED PROJEC		
80011030	Contract Labor & Consulting Services	5,494.13	515.0
80031050	Overhead Billed - System Calculated	137.36	12.88
Total: 2078692	2.01100.DEV HEIDELBERG DEVELOPMENT INTEGRATED PROJEC	5,631.49	527.9
2078692.01210	D.DEV HEIDELBERG DEVELOPMENT INTEGRATED PROJEC		
80025130	M&E-Business Trips & Other	40.26	3.7
80025150	Lodging-Business Trips & Other	95.87	8.9
80025160	Other-Business Trips & Other	144.43	13.5
80031050	Overhead Billed - System Calculated	7.01	0.6
Total: 2078692	2.01210.DEV HEIDELBERG DEVELOPMENT INTEGRATED PROJEC	287.57	26.9

Account	Account Description	Gross Amount	Net Amount
TOTAL AFE	EXPENDITURES	22,980.08	2,154.38
AFE EXPENI	DITURES		
2078033.06300.C			
80011030 Total: 2078033.0	Contract Labor & Consulting Services  16300.CON HEIDELBERG EXPORT SYSTEM	2,535.00 <b>2,535.00</b>	237.66 <b>237.66</b>
TOTAL AFE	EXPENDITURES	2,535.00	237.66
TOTAL VEN	TURE / EQUITY GROUP	25,515.08	2,392.04
<b>Equity Shar</b>			
Your Net Sh	nare Of Gross Expenditure:		2,392.04



**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

REMIT CHECK PAYMENT TO: ANADARKO U.S. OFFSHORE LLC PO BOX 730245 DALLAS, TX 75373-0245 (800) 359-1692 CRM.JIB@ANADARKO.COM | Billing Period: 2 / 2018 | Invoice: 022018JV57912301 | Invoice Date: 2 / 28 / 2018 | Invoice Amount: \$ 301,779.20 | Currency: USD

REMIT WIRE / ACH PAYMENT TO: JP Morgan Chase Bank					
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Venture Venture Description Amount Billed Cash Call Applied Netted Revenue Amount Due

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

Account	Account Description	Gross Amount	Net Amount	
OPERATIN	NG 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 OF	PERATING 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)		



COBALT GOM 1 LLC

Invoice Number: 022018JV57912301
VENTURE: 117387 GREEN CANYON BLK 859 EQUITY GRP: 01Y

Account Descri	ription Gross Amoun	nt Net Amount
AFE EXPENDITURES		
2096271.DRL GREEN CANYON 8		
80015250 Subsea Wellhead	57,964.12	
Total: 2096271.DRL GREEN CANYO	N 859 #2 57,964.12	5,434.14
TOTAL AFE EXPENDITURES	57,964.12	5,434.14
TOTAL VENTURE / EQUITY O	GROUP 57,964.12	5,434.14
Equity Share: 9.375000 % Your Net Share Of Gross Ex		5,434.14



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

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COBALT GOM 1 LLC Invoice Number: 022018JV57912301

VENTURE: 117387 GREEN CANYON BLK 859 EQUITY GRP: 27

Account	Account Description	Gross Amount	Net Amount
OPERATIN	NG 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: 1H7388	000 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)

Page 1 of 3

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	2.33
80031030	Payroll Burden Billed	436.52	40.92
80031050	Overhead Billed - System Calculated	316.31	29.6
SL800307	Company Labor Allocation (Secondary)	438.80	41.1
otal: 1H740200 GREEN CANYON 859 003 2,749.50		257.7	
H911000	GREEN CANYON 859 005		
80011030	Contract Labor & Consulting Services	698.83	65.52
80015060	Valves, Fittings & Process Piping	13.54	1.2
80015070	Compressors & Compressor Pkgs	18.30	1.7
80015250	Subsea Wellhead	(57,964.12)	(5,434.1
80017000	Environmental/Regulatory Studies & Plans	(18.91)	(1.7
80018000	Personal Protective Equipment	13.90	1.3
80018020	Safety Equip/Systems	47.95	4.5
80018040	Safety Training	213.90	20.0
80020050	Equipment Rental	61.34	5.7
80023000	Operating Tools & Supplies	16.95	1.5
80024020	Transportation/Freight Ground	29.37	2.7
80025000	Buildings Operating	5.03	0.4
80025010	Shore Base/Staging Area Expenses	217.78	20.4
80025070	Telephone & Communications	25.36	2.3
80025110	Warehouse Handling	113.77	10.6
80025130	M&E-Business Trips & Other	1.55	0.1
80025150	Lodging-Business Trips & Other	74.45	6.9
80025160	Other-Business Trips & Other	24.76	2.3
80031030	Payroll Burden Billed	436.52	40.93

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: 1H9110	000 GREEN CANYON 859 005	(62,749.96)	(5,882.81)
TOTAL OP	PERATING EXPENSE	(57,250.96)	(5,367.28)
TOTAL VE	NTURE / EQUITY GROUP	(57,250.96)	(5,367.23)
Equity Sha Your Net S	are: 9.375000 % Share Of Gross Expenditure:		(5,367.23)



COBALT GOM 1 LLC Invoice Number: 022018JV57912301

Account	Account Description	Gross Amount	Net Amount
AFE EXPENI	DITURES		
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 VEN	TURE / EQUITY GROUP	60,014.04	5,626.32
Equity Shar Your Net Sh	re: 9.375000 % nare Of Gross Expenditure:		5,626.32

Page 1 of 1



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

Account	Account Description	Gross Amount	Net Amount
OPERATI	NG 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: 1H740	100 GREEN CANYON 903 006	(65,499.46)	(6,140.57)
TOTAL OI	PERATING EXPENSE	(65,499.46)	(6,140.57)
TOTAL VI	ENTURE / EQUITY GROUP	(65,499.46)	(6,140.58)
Equity Sh Your Net	are: 9.375000 % Share Of Gross Expenditure:		(6,140.58)



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

Account	Account Description	Gross Amount	Net Amount
OPERATIN	NG 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: 1H9192	200 GREEN CANYON 903 005	(65,499.46)	(6,140.57)
TOTAL OF	PERATING EXPENSE	(65,499.46)	(6,140.57)
TOTAL VE	ENTURE / EQUITY GROUP	(65,499.46)	(6,140.58)
Equity Sh Your Net	are: 9.375000 % Share Of Gross Expenditure:		(6,140.58)



COBALT GOM 1 LLC Invoice Number: 022018JV57912301

VENTURE: 316070 GREEN CANYON BLK 903 EQUITY GRP: 02B			
Account	Account Description	Gross Amount	Net Amount
OPERATIN	G 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: 1H74010	00 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

Gross Amount Net Amount	Gross Am	Account Description	Account
(18.91) (1.77)	(18.	Environmental/Regulatory Studies & Plans	80017000
13.90 1.30	13.	Personal Protective Equipment	80018000
47.95 4.50	47.	Safety Equip/Systems	80018020
213.90 20.05	213.	Safety Training	80018040
61.34 5.75	61.	Equipment Rental	80020050
16.95 1.59	16.	Operating Tools & Supplies	80023000
29.37 2.75	29.	Transportation/Freight Ground	80024020
5.03 0.47	5.	Buildings Operating	80025000
217.78 20.42	217.	Shore Base/Staging Area Expenses	80025010
25.36 2.38	25.	Telephone & Communications	80025070
113.77 10.67	113.	Warehouse Handling	80025110
1.55 0.15	1.	M&E-Business Trips & Other	80025130
74.45 6.98	74.	Lodging-Business Trips & Other	80025150
24.76 2.32	24.	Other-Business Trips & Other	80025160
439.59 41.21	439.	Payroll Burden Billed	80031030
317.12 29.73	317.	Overhead Billed - System Calculated	80031050
441.89 41.43	441.	Company Labor Allocation (Secondary)	SL800307
2,756.47 258.42	2,756.	100 GREEN CANYON 903 007	Total: 1J3224
5,392.97 505.59	5,392.	PERATING EXPENSE	TOTAL OF
5,392.97 505.63	5,392.	ENTURE / EQUITY GROUP	TOTAL VE
5,392.97	5,392.		Equity Sh



COBALT GOM 1 LLC

Account	Account Description	Gross Amount	Net Amount
AFE EXPEN	DITURES		
2120512 ODE	HEIDEL BERG AND NOT BOLTING		
2128742.OPE	HEIDELBERG 2017 HOT BOLTING	154.005.65	14.522.40
80015310	Platform or Facility Maintenance	154,905.65	14,522.40 109.80
80020050	Equipment Rental	1,171.25	131.56
80023000	Operating Tools & Supplies	1,403.35	
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
	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

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 APP	EXPENDITURES	1,330,781.53	124,760.77

Account	Account Description	Gross Amount	Net Amount
OPERATIN(	GEXPENSE		
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 IIII TA	10.00	
5100265876	APC LEGACY: ENERGY ISOL LVL IIII TA	10.00	
5100265877	APC LEGACY: ENERGY ISOL LVL IIII TA	10.00	
5100265878	APC LEGACY: ENERGY ISOL LVL IIII TA	10.00	
5100265879	APC LEGACY: ENERGY ISOL LVL IIII 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

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: 0040903	1448 HEIDELBERG GC 859 DEVELOPMENT	1,906,393.83	178,724.42
TOTAL OP	PERATING EXPENSE	1,906,393.83	178,724.42
TOTAL VE	ENTURE / EQUITY GROUP	3,237,175.36	303,485.15
Equity Sh Your Net	are: 9.375000 % Share Of Gross Expenditure:		303,485.15



COBALT GOM 1 LLC Invoice Number: 022018JV57912301

<b>VENTURE:</b>	600333	HEIDEL	BERG	GC 85	59 DEV	ELO	PMENT	JV E	<b>YTIUQ</b>	GRP: 22

Account	Account Description	Gross Amount	Net Amount
AFE EXPE	NDITURES		
2078324.0513	DE.CON HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT		
80031050	Overhead Billed - System Calculated	(3.30)	(0.31)
Total: 207832	4.05130E.CON HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT	(3.30)	(0.31)
2078324.0542	0.CON HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT		
80031055	Overhead Billed - Manual	(0.03)	0.00
Total: 207832	4.05420.CON HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT	(0.03)	0.00
2078324.0590	D.CON HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT		
80011030	Contract Labor & Consulting Services	307.83	28.86
80031050	Overhead Billed - System Calculated	6.16	0.58
Total: 207832	4.05900.CON HEIDELBERG TOPSIDES & SUBSEA EQUIPMENT	313.99	29.44
2078692.0110	D.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: 207869	2.01100.DEV HEIDELBERG DEVELOPMENT INTEGRATED PROJEC	3,477.88	326.05
TOTAL AI	E EXPENDITURES	3,788.54	355.18

Account	Account Description	Gross Amount	Net Amount
TOTAL VEN	TURE / EQUITY GROUP	3,788.54	355.18
Equity Shar	e: 9.375000 %		
	are Of Gross Expenditure:		355.18

# Exhibit B

#### INVOICE NUMBER: LH06602149

#### 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: Invoice Number: 06/01/2016 LH06602149

Invoice Total:

\$4,050.00 30 Days

Due in:

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
252230000	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:												
egal Description	n;		Billing Mess	age:				Recept Numbe		Page		
JS/Northern Gulf 60811 Błock: 904	Of Mexico/Green Cany	on Area:										

Total due on this Invoice:

\$4,050.00

# Exhibit C

OW INSTRUCTIONS  ME & PHONE OF CONTACT AT FILER (optional)  7 SINGH (832) 636-3881  MAIL CONTACT AT FILER (optional)				
(All. CONTACT AT Ell FR (ontional)		Dela	ware Department of St	ate
DY.SINGE@ANADARKO.COM			U.C.C. Filing Section	
ND ACKNOWLEDGMENTTO: (Name and Address)	MATERIAL TO THE STREET AND THE STREE		ed: 04:08 PM 11/15/201	
•		U.C.C. 1	initial Filing No: 2017 7	590504
ADARKO PETROLEUM CORPORATION 01 LAKE ROBBINS DR.		Servic	e Request No: 2017710	)5828
E WOODLANDS, TX 77381				
in the same of the	. ]			
•		AROVE SPACE IS FO	R FILING OFFICE USE O	MEY
BTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact e will not fit in line 1b, leave all of item 1 blank, check here and pro		iate any part of the Debtor's	s name), if any part of the Inc	dividual Debtor
ORGANIZATION'S NAME	And the individual Design Information in the	est to or the rindhold of	toment Padendam () Offi O'c.	
IADARKO US OFFSHORE LLC INDIVIDUAL'S SURNAME		Licorna		Tavani
INDIVIDUAL S SORNAME	FIRST PERSONAL NAME	ADDITION	IAL NAME(S)/INITIAL(S)	SUFFIX
ILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
LAKE ROBBINS DRIVE	THE WOODLANDS	TX	77380	US
house	t, full name; do not omit, modify, or abbrevi ovide the Individual Debtor information in its			
ORGANIZATION'S NAME  DBALT INTERNATIONAL ENERGY, L.P.				
INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	LACUTELLA	IAL NAME COMBITTIAL (C)	SUFFIX
MUNIDUAL & SURINAME	FIRST PERSONAL NAME	ADDITION	IAL NAME(S)/INITIAL(S)	SUFFIX
ILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
MEMORIAL CITY WAY, SUITE 100	HOUSTON	TX	77024	υs
CURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR S	SECURED PARTY): Provide only one Sec	ured Party name (3a or 3b)		0.1
INDIVIDUAL'S SURNAME	TEIRST PERSONAL NAME	ADDITION	IAL NAME(S)/INITIAL(S)	SUFFIX
	TOO TEROOM E MIME	, DENTISE	ate mane (o) min a e(o)	007777
ILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
LAKE ROBBINS DRIVE	THE WOODLANDS	TX	77380	บร
MEMORIAL CITY WAY, SUITE 100  CURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR S ORGANIZATION'S NAME  WADARKO PETROLEUM CORPORATION  INDIVIDUAL'S SURNAME	HOUSTON  SECURED PARTY) Provide only one Sec  FIRST PERSONAL NAME  CITY THE WOODLANDS  197 - Green Canyon 903	ADDITION STATE TX  CCS-G 26346 ls, facilities r hereafter pla	77024  IAL NAME(S)/INITIAL(S)  POSTAL CODE  77380	St Cr U

### UCC FINANCING STATEMENT ADDITIONAL PARTY

**FOLLOW INSTRUCTIONS** 18. NAME OF FIRST DEBTOR: Same as line to or 1b on Financing Statement, if line to was left blank because Individual Debter 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) SHEETX 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 196 INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) FIRST PERSONAL NAME SUFFIX POSTAL CODE COUNTRY 19c. MAILING ADDRESS CITY STATE 77002 បន 1200 SMITH STREET, SUITE 1700 HOUSTON тx 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 EAP INC. OR ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 20b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME POSTAL CODE COUNTRY 20c MAILING ADDRESS CITY STATE US 2107 CITYWEST BLVD., SUITE 100 ТX 77042 HOUSTON 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 215. INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME COUNTRY 21c. MAILING ADDRESS POSTAL CODE CITY STATE 777 NORTH ELDRIDGE PKWY., 900 77079 US ТX HOUSTON ADDITIONAL SECURED PARTY'S NAME OF ASSIGNOR SECURED PARTY'S NAME: Provide only gae name (22a or 22b) 22a ORGANIZATION'S NAME OR 226 INDIVIDUAL'S SURNAME SUFFIX ADDITIONAL NAME(S)/INITIAL(S) FIRST PERSONAL NAME 22c MAILING ADDRESS STATE POSTAL CODE COUNTRY CITY 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 ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME 23c. MAILING ADDRESS POSTAL CODE COUNTRY STATE CITY 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."

<sup>&</sup>lt;sup>1</sup> For clarity, the defined term "Operator" is used in this Memorandum in place of the term "Affiliate Operator", which is used to refer to Anadarko Petroleum Corporation in the Unit Operating Agreement.

Reference is made hereby to the Unit Operating Agreement for all purposes, and its terms and provisions are incorporated herein by this reference to the same extent as if the Unit Operating Agreement was reproduced herein. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Unit Operating Agreement. In the event of any conflict between the terms or provisions of this Memorandum and those contained in the Unit Operating Agreement, including exhibits thereto, and notwithstanding anything to the contrary in the Unit Operating Agreement, the terms and provisions of this Memorandum shall at all times and in all events, prevail and control and govern between the Parties hereto, with the non-conflicting terms and provisions of the Unit Operating Agreement continuing in full force and effect. The presence of a term governing conduct in the Unit Operating Agreement and the absence of a term governing conduct in this Memorandum 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 Agreeement, and to place third parties on notice thereof.
- 6.0 In addition to any other privileges, security rights and remedies provided for in the Unit Operating Agreement and/or by law with respect to the services rendered or materials and equipment furnished under the Unit Operating Agreement, in consideration of the mutual rights and obligations of the Parties hereunder, the Parties hereby agree as follows:
  - 6.1. To secure the complete and timely performance of and payment by each Non-Operator of all obligations and indebtedness of every kind and nature, whether now owed by such Non-Operator or hereafter arising, pursuant to the Unit Operating Agreement, each Non-Operator grants to Operator a mortgage, hypothecate, and pledge of and over all of its rights, titles and interests, whether now existing or hereafter acquired, in and to (a) the Leases, (b) the oil, gas, and associated substances in, on, under, and that may be produced from the lands within the Prospect Area, and (c) all other immovable property susceptible of mortgage situated within the Prospect Area.

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

- 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;
- 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.
- To the extent allowed under applicable law, the mortgage, pledge and the security interests granted by each Party in the Unit Operating Agreement and this Memorandum shall secure (A) the complete and timely performance of and payment by such Party of all of its obligations and indebtedness of every kind and nature, whether now owed by such Party or hereafter arising pursuant to the Unit Operating Agreement and this Memorandum, and (B) the payment of all Costs and other expenses properly charged to such Party, together with (1) interest on such indebtedness, Costs, and other expenses at the rate set forth in the Accounting Prodecure, attached to the Unit Operating Agreement as Exhibit "C", or the maximum rate allowed by law, whichever is the lesser,

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

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

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

#### **ANADARKO PETROLEUM** ANADARKO US OFFSHORE CORPORATION CORPORATION Ву: Ву: Name: Jim W. Bryan Name: Jim W. Bryan Title: Agent and Attorney-in-Fact Agent and Altorney-in-Fact Title: 11-17-16 Date: Date: MARUBENI OIL & GAS (USA) INC. PXP OFFSHORE LLC By: Ву: Name: Name: Stephen T. Laperouse Title: Title: Vice President Date: Date: ENI PETROLEUM US LLC STATOIL USA E&P INC. Ву: Ву: Name: Name: Keith Howell Title: Title: Land Manager Date: Date: COBALT INTERNATIONAL ENERGY, L.P. **EXXON MOBIL CORPORATION** By: Ву: Name: Ben Davis Name: Title: Land Manager, Gulf of Mexico Title:

Date:

Date:

#### **AFFIDAVIT**

### STATE OF TEXAS COUNTY OF MONTGOMERY

Thus done and signed by Jim W. Bryan , as the Agent and Attorney-in-Fact for, Anadarko Petroleum Corporation and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this \_\_\_\_\_ day of November 2014

Kenlerly an Capstin

My Commission Expires: 4-19-2016

WITNESSES

Brinted Name:

Printed Name:

KHMBERLY ANN CAPSTIN
Notary Public, State of Texas
My Cammission Expires
April 19, 2016

<u>AFFIDAVIT</u>

STATE OF TEXAS COUNTY OF MONTGOMERY

Thus done and signed by Jim W. Bryan, as the Agent and Attorney-in-Fact for, Anadarko US Offshore Corporation and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 1 day of November 2014.

Mercherly ann Capstin

My Commission Expires: H-19-2016

WITNESSES

Dyintad Namar

Printed Name

KIMBERLY ANN CAPSTIN Notary Public, State of Jexas My Commission Expires April 19, 2016

# 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: //-17-19
MARUBENI OIL & GAS (USA) INC.	PXP OFFSHORE LLC
Name: Perry Murphree Title: Chief Operating Officer Date: //-2/-2014  ENI PETROLEUM US LLC	By: Name: Stephen T. Laperouse Title: Vice President Date:  STATOIL USA E&P INC.
By: Name: Title: Date:	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 ferry 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 215 day of November , 2014. My Commission Expires: December 30, 2016 KATIE COLLEEN GRAY WITNESSES My Commission Expires December 30, 2016. **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 \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_\_. NOTARY PUBLIC My Commission Expires: WITNESSES Printed Name:

Printed Name:

#### ANADARKO PETROLEUM ANADARKO US OFFSHORE CORPORATION CORPORATION By: By: Name: Jim W. Bryan Name: Jim W. Bryan Title: Agent and Attorney-in-Fact Agent and Attorney-in-Fact Title: 11-17-14 Date: Date: MARUBENI OIL & GAS (USA) INC. **PXP OFFSHORE LLC** By: Ву: Name: Stephen T. Laperouse Name: Title: Title: Vice President Date: Date: ENI PETROLEUM US LLC STATOIL USA E&P INC. By: By: Name: Name: Keith Howell Title: Title: Land Manager

### COBALT INTERNATIONAL ENERGY, L.P. EXXON MOBIL CORPORATION

Ву:

Date:

Date:

By:

## <u>AFFIDAVIT</u>

STATE OF TEXAS COUNTY OF HARRIS		
Thus done and signed by Petroleum US LLC and on behalf of sald directors, in the presence of the undersigner for the aforementioned State and County witnesses on this day of	d Notary Public, duly commi , and in the presence of	issioned and qualified, in and
	NOTARY PUB	LIC
My Commission Expires:		
WITNESSES		
WATER CONTROL OF THE PROPERTY	•	
Printed Name:		,
Printed Name:	Mayor Topique (transmission and annual a	
	AFFIDAVIT	
STATE OF TEXAS COUNTY OF HARRIS		
Thus done and signed by Stephen T. Lape behalf of said limitd liability company by auundersigned Notary Public, duly commissio and County, and in the presence of the undersuber 2014.	ithority of its board of direct ned and qualified, in and fo	tors, in the presence of the or the aforementioned State
	NOTARY PUBL	
My Commission Expires: 12/8/15		
Printed Name: Julian Schooler		JAMES ANDERSON ELKINS, IV Notary Public, State of Texas My Commission Expires December 08, 2015
Printed Name: Value Schooler		
Yames Bally		
Printed Name: Dames Bailen		

#### ANADARKO PETROLEUM ANADARKO US OFFSHORE CORPORATION CORPORATION Ву: By: Name: Jim W. Bryan & Name: Jlm W. Bryan Title: Agent and Attorney-in-Fact Title: Agent and Attorney-in-Fact Date: 11-17-2014 Date: MARUBENI OIL & GAS (USA) INC. **PXP OFFSHORE LLC** By: Ву: Name: Name: Stephen T. Laperouse Title: Title: Vice President Date: Date: ENI PETROLEUM US LLC STATOIL USA E&P INC. By: Ву: Name: Name: Keith Howell Development ManagorTitle: Title: Land Manager Date: Date:

By:

Name:

Title:

Date:

**EXXON MOBIL CORPORATION** 

COBALT INTERNATIONAL ENERGY, L.P.

Land Manager, Gulf of Mexico

By:

Title:

Date:

Name: Ben Davis

## **AFFIDAVIT**

STATE OF TEXAS COUNTY OF HARRIS
Thus done and signed by Gary Airford the Business Development 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 Study of Que, 2014.
My Commission Expires: 6 27 15  WITNESSES  WITNESSES  Printed Name: References  Printed Name: Boiley 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

## ANADARKO US OFFSHORE CORPORATION

By: Name:	Jim W. Bryan	By: Name:	Jim W. Bryan
Title; Date:	Agent and Attorney-in-Fact	Title: Date:	Agent and Attorney-in-Fact
MARUE	BENI OIL & GAS (USA) INC.	PXP O	FFSHORE LLC
Зу:		Ву:	
Vame:	The state of the s	Name:	Stephen T. Laperouse
Title:		Title:	Vice President
Date:		Date:	
ENI PE	TROLEUM US LLC	STATO	IL USA E&P INC.
Зу:		<b>D</b> va	Kert Housell
oy. Name:		By: Name:	Keith Howell
Title:		Title:	Land Manager
Date:		Date:	11/24/2014
	T INTERNATIONAL ENERGY, L.P.		MOBIL CORPORATION
000/1	The Little Court of the Court o	EXXO	e Modificold Cold Cold Cold Cold Cold Cold Cold C
Зу:		By:	
Vame:	Ben Davis	Name:	
Title:	Land Manager, Gulf of Mexico	Title:	
Date:		Date:	

### AFFIDAVIT

STATE OF TEXAS COUNTY OF HARRIS
Thus done and signed by
NOTARY PUBLIC
My Commission Expires:
WITNESSES
Printed Name;
Printed Name:
<u>AFFIDAVIT</u>
STATE OF TEXAS COUNTY OF HARRIS
Thus done and signed by Keith Howell the Land Manager for <b>Statoll USA E&amp;P Inc.</b> and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notar Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this <u>24</u> day of <u>Namber</u> , 20 14
MANUALLY MICLO
My Commission Expires: 7/15/10
WITNESSES  ESMERALDA WOLLAM MY COMMISSION EXPIRES July 15, 2016
Printed Name: Jordan Sorrell

## ANADARKO PETROLEUM CORPORATION

## ANADARKO US OFFSHORE CORPORATION

By: John Mane: Jim W. Bryan Title: Agent and Attorney-in-Fact Date: 11-11-14	By: Mind My Name: Jim W. Bryan Title: Agent and Attorney-in-Fact Date:
MARUBENI OIL & GAS (USA) INC.	PXP OFFSHORE LLC
Ву;	Ву:
Name:	Name: Stephen T. Laperouse
Title:	Title: Vice President
Date:	Date:
ENI PETROLEUM US LLC	STATOIL USA E&P INC.
Ву:	By:
Name:	Name: Keith Howell
Title:	Title: Land Manager
Date:	Date:
COBALT INTERNATIONAL ENERGY, L.P.	EXXON MOBIL CORPORATION
R	
By: JY Cours	Ву:
Name: Ben Davis	Name:
Title: Land Manager, Gulf of Mexico	Title:
Date: <u>11/21/14</u>	Date:

## **AFFIDAVIT**

	STATE OF TEXAS COUNTY OF HARRIS	
	directors, in the presence of the undersigned t	limited liability company by authority of its board of Notary Public, duly commissioned and qualified, in and and in the presence of the undersigned competent
		NOTARY PUBLIC
	My Commission Expires:	
	WITNESSES	
	Printed Name:	
	,	
	Printed Name:	
	•	AFFIDAVIT
	STATE OF TEXAS COUNTY OF HARRIS	· ·
Cobalt Inte	Thus done and signed by <u>SOM</u> ON NOW ENDOY, L.P. and on behalf of said of presence of the undersigned Notary Public, aforementioned State and County, and in the path of this <u>AIST</u> day of <u>MOURIMON</u> , 2014.	or the Attriney-in-fact for experation by authority of its board of directors, in the duly commissioned and qualified, in and for the presence of the undersigned competent witnesses on
		Phonda Vaudin NOTARY PUBLIC
	My Commission Expires:  WITHESSES  Printed Name: Mike Jalida  While Diana  Printed Name: Connie Chance	RHONDA VAUGHN My Commission Expires June 10, 2018

## ANADARKO PETROLEUM CORPORATION

## ANADARKO US OFFSHORE CORPORATION

	Jim W. Bryan Agent and Attorney-in-Fact 11-17-14	By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact
MARUBI	ENI OIL & GAS (USA) INC.	РХР О	FFSHORE LLC
By:		Ву:	
Name:		•	Stephen T. Laperouse
Title:			Vice President
Date: _		Date:	
ENI PET	ROLEUM US LLC	STATO	DIL USA E&P INC.
By:		Ву:	
Name:			Keith Howell
Title:		Title:	Land Manager
Date: _		Date:	
COBALT	INTERNATIONAL ENERGY, L.P.	EXXON	MOBIL CORPORATION
-			$G(\mathcal{M})$ (1).
By:	Pos Douls	By:	Day / E
	Ben Davis and Manager, Gulf of Mexico	Name; Title:	D. Mark Fincher Agent and Atterney-in-Fact
Tale, L Date:	raild Manager, Gui of Mexico	Date:	December 2, 2014
		and the least o	

## **AFFIDAVIT**

Thus done and signed by	the	, <b>,</b>	for
Thus done and signed by and on behalf o	of said corporation by auth	ority of its board of	of directors, in the
presence of the undersigned Notary aforementioned State and County, and	in the presence of the un	led and qualified dersigned compet	ent witnesses on
this day of, 20	,		
•	NOTADA	PUBLIC	
	NOTAILI	rubeio	
My Commission Expires:			
WITNESSES	,		
	•		
Printed Name:	-	•	
Printed Name:	•		
	***************************************		•
	AFFIDAVIT		
OTATE OF TENAO	Sealth and Annual Communication (Communication Communication Communicati		
STATE OF TEXAS COUNTY OF HARRIS			
Thus done and signed by D Mark	Fireher to Hear	to and Allera	u-in Feet for
Thus done and signed by D. Markova Mobil Corporation and on behalf of	said corporation by author	orlty of its board of	directors, in the
presence of the undersigned Notary F aforementioned State and County, and it	Public, duly commissions	ed and qualified,	in and for the
this 2 day of December, 2014.	in the presence of the unit	ioroigiiod oompoid	THE WATER
·	CVA II	1	
	/ manul	1. Whine	M)
11-1-	NOTARY	POBLIC ()	<b>U</b>
My Commission Expires: 4 2415			
WITNESSES		Service .	IOANN V OZWAGO
1 He A			JOANN V. OZUNIGA lotary Public, State of To My Commission Expire:
Kew-Clove		The state of the s	April 24, 2015
Printed Name: Keith Breiner	r	,	
The Winh			
1 1 1 9 4 1 1 1 1 1 1 1 1 1 1			

#### 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
Statoll 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	LEA OWNER	
OCS-G 24194	Central Planning Area Green Canyon 859	July 1, 2002	June 30, 2013	5,760	12.50%	AUSO LLC Marubeni Eni Statoil Exxon Cobalt	44.000% 12.750% 12.500% 12.000% 9.375% 9.375%
OCS-G 24197	Central Planning Area Green Canyon 903	July 1, 2002	June 30, 2013	5,760	12.50%	AUSO LLC Marubeni Eni Statoil Exxon Cobalt	44,000% 12,750% 12,500% 12,500% 12,000% 9,375% 9,375%
OCS-G 26346	Central Planning Area Green Canyon 904	July 1, 2004	June 39, 2015	5,760	12.50%	AUSO LLC Marubeni Eni Statoil Exxon Cobalt	44.000% 12.750% 12.500% 12.000% 9.375% 9.375%
OCS-G 26355	Central Planning Area Green Canyon 948	July 1, 2004	June 30, 2015	5,760	12,50%	AUSO LLC Marubeni	87.250% 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, Bni, Statoil, Cobalt, and ExxonMobil:
  - (a) Green Canyon Blocks 859, 903, and 904:

Anadarko US Offshore Corporation	31,500%
Marubeni Oil & Gas (USA) Inc.	
PXP Offshore LLC	12.500%
Eni Petroleum US LLC	
Statoil USA E&P Inc.	12 000%
Cobalt International Energy, L.P.	y.)/J79
Exxon Mobil Corporation	9.375%

(b) Green Canyon Block 948:

Anadarko US C	Offshore Co	orporation		 62.250%
PXP Offshore	LLC		 	 25.000%
Marubeni Oil &				

- (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.

ANADARKO PETROLEUM CORPORATION	ANADARKO US OFFSHORE CORPORATION
By: Jin W. Bryan  Title: Agent and Attorney-in-Fact  Date: 11-17-14	By: Name: Jim W. Bryan Title: Agent and Attorney-in-Fact Date: //-/7-/4
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: Name: Title: Date:	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:

ANADARKO US OFFSHORE CORPORATION
By: Pro 10 Dogs  Name: Jim W. Bryan  Title: Agent and Attorney-in-Fact  Date: 11-17-14
PXP OFFSHORE LLC
By: Name: Stephen T. Laperouse Title: Vice President Date:
STATOIL USA E&P INC.
By: Name: Keith Howel! Title: Land Manager DPNA UOF Date:
EXXON MOBIL CORPORATION
By:
Name: Title:

ANADARKO PETROLEUM CORPORATION	ANADARKO US OFFSHORE CORPORATION		
By: Sim W. Bryan  Title: Agent and Attorney-in-Fact  Date: 1/-/7-14	By: 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:  ENI PETROLEUM US LLC	By: AMM Laptonse  Name: Stephen T. Laperouse  Title: Vice President  Date: 12-1-14  STATOIL USA E&P INC.		
By: Name: Title: Date:	By: Name: Keith Howell Title: Land Manager DPNA UOF Date:		
COBALT INTERNATIONAL ENERGY, L.P.	EXXON MOBIL CORPORATION		
By:	Ву:		
Name: Ben Davis Title: Land Manager, Gulf of Mexico Date:	Name:  Fitle: Date:		

ANADARKO PETROLEUM CORPORATION	ANADARKO US OFFSHORE CORPORATION
By: 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. Laperouse Title: Vice President Date:
ENI PETROLEUM US LLC	STATOIL USA E&P INC.
By: All Tables aw Rame: Title: Date:	By: Name: Keith Howell Title: Land Manager DPNA UOF Date:
COBALT INTERNATIONAL ENERGY, L.P.	EXXON MOBIL CORPORATION
Ву;	Ву:
Name: Ben Davis	Name:
Title: Land Manager, Gulf of Mexico	Title:
Date:	Date:

ANADARKO PETROLEUM CORPORATION	ANADARKO US OFFSHORE CORPORATION
By: Asi (1) Asi (2) As	By: Name: Jim W. Bryan Title: Agent and Attorney-in-Fact Date: //- /7-/4
MARUBENI OIL & GAS (USA) INC.	PXP OFFSHORE LLC
By:	By:
Name:	Name: Stephen T. Laperouse
Title:	Title: Vice President
Date:	Date:
ENI PETROLEUM US LLC	STATOIL USA E&P INC.
By: Name: Title: Date:	By: Lett Howell  Name: Keith Howell  Title: Land Manager DPNA UOF  Date: 11/24/2014
COBALT INTERNATIONAL ENERGY, L.P.	EXXON MOBIL CORPORATION
By:	Вуг
Name: Ben Davis	Name:
Title: Land Manager, Gulf of Mexico	Title:
Date:	Date:

ANADARKO PETROLEUM CORPORATION		ANADARKO US OFFSHORE CORPORATION		
By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact 11-17-14	By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact 11-17-14	
MARU	BENI OIL & GAS (USA) INC.	PXP O	FFSHORE LLC	
By: Name: Title: Date: ENI PE	TROLEUM US LLC	By: Name: Title: Date:	Stephen T. Laperouse Vice President  OIL USA E&P INC.	
By: Name: Title: Date:		By: Name: Title: Date:	Keith Howell Land Manager DPNA UOF	
COBAI	LT INTERNATIONAL ENERGY, L.P.	EXXO	N MOBIL CORPORATION	
By: Name: Title: Date:	Ben Davis Land Manager, Gulf of Mexico	By: Name: Title: Date:		

ANADARKO PETROLEUM CORPORATION		ANADARKO US OFFSHORE CORPORATION		
By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact 11-17-14	By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact 11-17-14	
MARU	IBENI OIL & GAS (USA) INC.	РХР О	FFSHORE LLC	
By: Name: Title: Date:		By: Name: Title: Date:	Stephen T. Laperouse Vice President	
ENI PE	ETROLEUM US LLC	STATO	DIL USA E&P INC.	
By; Name: Title: Date:	Half to life to land the Conference of the Confe	By: Name: Title: Date;	Keith Howell Land Manager DPNA UOF	
COBAI	LT INTERNATIONAL ENERGY, L.P.	EXXO	N MOBIL CORPORATION	
By: Name: Title: Date:	Ben Davis Lund Manager, Gulf of Mexico	By: Name: Title: Date:		

ANADARKO PETROLEUM CORPORATION	ANADARKO US OFFSHORE CORPORATION
By:  Name: Jim W. Bryan  Title: Agent and Attorney-in-Fact  Date: //-/7-/4	By: J.
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: Name: Title: Date:	By: Name: Keith Howell Title: Land Manager DPNA UOF Date:
COBALT INTERNATIONAL ENERGY, L.P. By:	EXXON MOBIL CORPORATION  By: Dinho
Name: Ben Davis Title: Land Manager, Gulf of Mexico Date:	Name: D. Mark Fincher Title: Assent and Albrana, -in Frest Date: December 2, 12014

### 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 IN	
Green Canyon	859	G-24194	July 1, 2002	AUOC Marubeni PXP Eni Petroleum Statoil Cobalt ExxonMobil	31.500% 12.750% 12.500% 12.500% 12.000% 9.375%
Green Canyon	903	G-24197	July 1, 2002	AUOC Marubeni PXP Eni Petroloum Statoil Cobalt ExxonMobil	31.500% 12.750% 12.500% 12.500% 12.000% 9.375% 9.375%
Green Canyon	904	G-26346	June 30, 2004	AUOC Marubeni PXP Eni Petroleum Statoil Cobalt ExxonMobil	31.500% 12.750% 12.500% 12.500% 12.000% 9.375% 9.375%
Green Canyon	948	G-26355	July 1, 2004	AUOC PXP Marubeni	62.250% 25.000% 12.750%

II. Operator

Anadarko Petroleum Corporation

PARTY:	REPRESENTATIVE:	ALTERNATE REPRESENTATIVE:
Exxon Mobil Corporation EMHC.W4.3A.358 22777 Springwoods Village Parkway Spring, TX 77389	Technical Manager Attn: Mark Fincher Telephone: 832-624-3850 Facsimile: 832-625-1960	Daniclle 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 Poolc 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)

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 Statoll USA E&P Inc. ("Statoll"), 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 Marubent 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.

<sup>1</sup> 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 Agreeement 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 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 Agreeement, and to place third parties on notice thereof.
- 6.0 In addition to any other privileges, security rights and remedies provided for in the Unit Operating Agreement and/or by law with respect to the services rendered or materials and equipment furnished under the Unit Operating Agreement, in consideration of the mutual rights and obligations of the Parties hereunder, the Parties hereby agree as follows:
  - 6.1. To secure the complete and timely performance of and payment by each Non-Operator of all obligations and indebtedness of every kind and nature, whether now owed by such Non-Operator or hereafter arising, pursuant to the Unit Operating Agreement, each Non-Operator grants to Operator a mortgage, hypothecate, and pledge of and over all of its rights, titles and interests, whether now existing or hereafter acquired, in and to (a) the Leases, (b) the oil, gas, and associated substances in, on, under, and that may be produced from the lands within the Prospect Area, and (c) all other immovable property susceptible of mortgage situated within the Prospect Area.

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

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

6.4 To secure the complete and timely performance of and payment by the Operator of all obligations and indebtedness of every kind and nature, whether now owed by the Operator or hereafter arising, pursuant to the Unit Operating Agreement, the Operator's Affiliate hereby grants to each Non-Operator a continuing security interest in and to all of its rights, litles, 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.

- To the extent allowed under applicable law, the mortgage, pledge and the security interests granted by each Party in the Unit Operating Agreement and this Memorandum shall secure (A) the complete and timely performance of and payment by such Party of all of its obligations and indebtedness of every kind and nature, whether now owed by such Party or hereafter arising pursuant to the Unit Operating Agreement and this Memorandum, and (B) the payment of all Costs and other expenses properly charged to such Party, together with (1) interest on such indebtedness, Costs, and other expenses at the rate set forth in the Accounting Prodecure, attached to the Unit Operating Agreement as Exhibit "C", or the maximum rate allowed by law, whichever is the lesser, (2) reasonable attorneys' fees, (3) court costs, and (4) other directly related collection costs.
- 6.6 To the extent allowed under La. C.C.P. art. 2631 et seq., each Party may use executory. process to enforce the mortgage and security rights granted hereunder as to any property subject hereto. Therefore, each Non-Operator hereby confesses judgment in favor of the Operator up to the full amount secured hereunder as set forth in Article 6.1 (Mortgage in Favor of the Operator), and does by these present, consent, agree and stipulate that, in the event the mortgage or security interests or any charges thereon not being promptly and fully paid when the same becomes due and payable, or in the event of failure to comply with any of the obligations herein set forth or in the Unit Operating Agreement, or the breach of the Unit Operating Agreement in any of its parts by such Non-Operator, the mortgage or security interests shall, at the option of the Operator, become due and payable, anything therein contained to the contrary notwithstanding, and it shall be lawful for the Operator, as holder of the mortgage or security interests, without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all and singular the property herein mortgaged or secured to be seized and sold without appraisal, which is hereby expressly waived, by executory process issued by a competent court or to proceed with enforcement of its mortgage or security interest in any other manner provided by law. Furthermore, the Operator's Affiliate hereby confesses judgment in favor of each Non-Operator up to the full amount secured hereunder as set forth in Article 6.3 (Mortgage in Favor of the Non-Operator), and does by these present, consent, agree and stipulate that, in the event the mortgage or security interests or any charges thereon not being promptly and fully paid when the same becomes due and payable, or in the event of failure to comply with any of the obligations herein set forth or in the Unit Operating Agreement, or the breach of the Unit Operating Agreement in any of its parts by the Operator, the mortgage or security interests shall, at the option of such Non-Operator, become due and payable, anything therein contained to the contrary notwithstanding, and it shall be lawful for such Non-Operator, as holder of the mortgage or security interests, without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all and singular the property herein mortgaged or secured to be seized and sold without appraisal, which is hereby expressly waived, by executory process issued by a competent court or to proceed with enforcement of its mortgage or security interest in any other manner provided by law.
- 6.7 If any Non-Operator defaults in its payment obligations (a "Defaulting Non-Operator") to Operator under the Unit Operating Agreement, and if any other Non-Operators have paid to Operator any share of amounts owed by the Defaulting Non-Operator, each Non-Operator that has paid a share of the unpaid amounts of the Defaulting Non-Operator (a "Contributing Non-Operator") shall be subrogated to the Operator's mortgage and security rights granted by the Defaulting Non-Operator in Articles 6.1 and 6.2 of this Memorandum to the extent of such payments made by such Contributing Non-Operator. To the extent that any recovery is made by Operator pursuant to Articles 6.1 or 6.2 of

amounts owed by a Defaulting Non-Operator, Operator shall account to each Contributing Non-Operator for its proportionate share, to the extent of such payments made by such Contributing Non-Operator, of any amounts so recovered

- 7.0 This Memorandum (including a carbon, photographic, or other reproduction thereof and hereof) shall constitute a non-standard form of financing statement under the terms of Louisiana Law of Secured Transactions, La. R.S. 10:9-101 et seq. (the "Uniform Commercial Code") and, as such, for the purposes of perfecting the security interests granted in favor of the Operator, may be filed for record in the office of the Clerk of Court of any parish in the State of Louisiana, with the Operator being the secured party and the respective Non-Operator being the debtor with respect to such filing. For the purposes of the security interst in favor of the respective Non-Operator, this Memorandum (including a carbon, photographic, or other reporduction thereof and hereof) may be filed in the aforementioned office as a non-standard form of financing statement with the respective Non-Operator being the secured party and the Operator's Affiliate being the debtor with respect to such filing. In addition, this Memorandum also constitues a financing statement filed as a fixture filing. This Memorandum, when filed for registry in the conveyance and mortgage records of the appropriate parish(es), is intended to function both as a filed agreement under La. R.S. 31:216 and a declaration under La. R.S. 31:217, and any successor statutes thereto, and serve as notice to third parties of the existence of the Unit Operating Agreement and the conventional mortgages created herein as burdens on the title of the Parties to their interest in the Leases. All parties to the Unit Operating Agreeement are identified on Attachment "1".
- 8.0 On default of any covenant or condition of the Unit Operating Agreeement, in addition to any other remedy afforded by law or the practice of the State of Louisiana, each Party thereto and any successor to such Party by assignment, operation of law, or otherwise, shall have, and is hereby given and vested with, the power and authority to foreclose the mortgage, pledge and security interest established in its favor in the Unit Operating Agreement and herein in the manner provided by law and to exercise all rights of a secured party under the Uniform Commercial Code.
- 9.0 Upon expiration of the Unit Operating Agreeement and the satisfaction of all obligations and debts established thereunder, on behalf of all Parties concerned, the Operator and the Non-Operators, as appropriate, shall file of record an appropriate release and termination of all mortgage, pledge, security and all other rights created under the Unit Operating Agreement and this Memorandum. Upon the filing of such release and termination instrument, all benefits and obligations under this Memorandum shall terminate as to all Parties who have executed or ratified this Memorandum. In addition, at any time prior to the filing of such release and termination instrument, the Operator and the Non-Operators shall have the right to file a continuation statement with respect to any financing statement filed in favor of any such Party under the terms of this Memorandum.
- 10.0 It is understood and agreed by the Parties hereto that if any part, term, or provision of this Memorandum is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Memorandum did not contain the particular part, term or provision held to be invalid.
- 11.0 This Memorandum shall be binding upon and shall inure to the benefit of the Parties hereto and to their respective heirs, legal representatives, successors and assigns. The failure of one or more Persons owning an interest in the Prospect Area to execute this Memorandum shall not in any manner affect the validity of the Memorandum as to those Persons who have executed this Memorandum.
- 12.0 A party having an interest in the Prospect Area can ratify this Memorandum by execution and delivery of an instrument of ratification, adopting and entering into this Memorandum, and such ratification shall have the same effect as if the ratifying party had executed this Memorandum or a counterpart thereof. By execution or ratification of this Memorandum, such party hereby consents

- to its ratification and adoption by any party who may have or may acquire any interest in the Prospect Area.
- 13.0 This Memorandum may be executed or ratified in one or more counterparts and all of the executed or ratified counterparts shall together constitute one instrument. For purposes of recording, only one copy of this Memorandum with individual signature pages attached thereto needs to be filled 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

### ANADARKO US OFFSHORE CORPORATION

By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact	By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact
MARUI	BENI OIL & GAS (USA) INC.	PXP O	FFSHORE LLC
Ву:		By:	
Name:		Name:	Stephen T. Laperouse
Title: Date:		Title: Date:	Vice President
ENI PE	TROLEUM US LLC	STATO	IL USA E&P INC.
Ву:		By:	
Name:		-	Keith Howell
Title:		Title:	Land Manager
Date:		Date:	
COBAL	T INTERNATIONAL ENERGY, L.P.	EXXON	MOBIL CORPORATION
Ву:		Ву:	
	Ben Davis	Name:	
	Land Manager, Gulf of Mexico	Title:	
Date:		Date:	

# STATE OF TEXAS COUNTY OF MONTGOMERY

Petroleum Corporation and on behalf of s the presence of the undersigned Notary Pu	, as the Agent and Attorney-in-Fact for, Anadarko aid corporation by authority of its board of directors, in oblic, duly commissioned and qualified, in and for the presence of the undersigned competent witnesses or
	NOTARY PUBLIC
My Commission Expires:	
WITNESSES	
Printed Name:	
Printed Name:	
	<u>AFFIDAVIT</u>
STATE OF TEXAS COUNTY OF MONTGOMERY	
Offshore Corporation and on behalf of said presence of the undersigned Notary Public	as the Agent and Attorney-in-Fact for, Anadarko US corporation by authority of its board of directors, in the c, duly commissioned and qualified, in and for the presence of the undersigned competent witnesses on
	NOTARY PUBLIC
My Commission Expires:	
WITNESSES	
Printed Name:	
Printed Name:	

STATE OF TEXAS COUNTY OF HARRIS	
Thus done and signed by	blic, duly commissioned and qualified, in and
	NOTARY PUBLIC
My Commission Expires:	
WITNESSES	
Printed Name:	
Printed Name:	
<u>AFFIDA</u> \	<u>//T</u>
STATE OF TEXAS COUNTY OF HARRIS	
Thus done and signed by Keith Howell the Land Manag- said corporation by authority of its board of directors, Public, duly commissioned and qualified, in and for the presence of the undersigned competent witnesses on th	in the presence of the undersigned Notary aforementioned State and County, and in the
	NOTARY PUBLIC
My Commission Expires:	
WITNESSES	
Printed Name:	
Printed Name:	

STATE OF TEXAS COUNTY OF HARRIS

Thus done and signed by	the	for Eni
Thus done and signed by Petroleum US LLC and on behalf of said directors, in the presence of the undersigned for the aforementioned State and County, witnesses on this day of	d Notary Public, duly commissio , and in the presence of the	ned and qualified, in and
	NOTARY PUBLIC	
My Commission Expires:		
WITNESSES		
Printed Name:		
Printed Name:	<del></del>	
	AFFIDAVIT	
STATE OF TEXAS COUNTY OF HARRIS		
Thus done and signed byand on behalf of sai presence of the undersigned Notary Publiaforementioned State and County, and in the thisday of, 20	lic, duly commissioned and q	ualified, in and for the
	NOTARY PUBLIC	Anadara pangangang and and pangangangan anadarang
My Commission Expires:		
WITNESSES		
Printed Name:		
Printed Name:		

STATE OF TEXAS

COUNTY OF HARRIS
Thus done and signed by the formula and on behalf of said corporation by authority of its board of directors, in the
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 of 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 or 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 AGREEEMENT 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 ANADARKO PETROLEUM CORPORATION 1201 LAKE ROBBINS DR. THE WOODLANDS, TX 77381 11-15-2017

ATTN:	ILIDY	SINGH
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DESCRIPTION		AMOUNT	
20177596564			
JCC1F 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 <a href="mailto:judy.singh@anadarko.com">judy.singh@anadarko.com</a>.

Sincerely,

Judy Singh

Enclosures

Heidelberg Prospect

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
12/07/2017	2017-00020939	2088 826 1250715	Recording/- Conveyance Anadarko-E&P Company Lp To : Conocophillips Company	\$205.00
12/11/2017	2017-00021036	2089 75 1250822	Recording - Conveyance Anadarko Petroleum Corporation To : Anadarko Us Offshore Corporation	\$205.00
		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

Prepared On: Wednesday, January 3, 2018 6:54 am

Application Version: 3.11.51.22

#### 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)

Check out 01-12-18 Approver/Reviewer ID: Meyer, Frank (WXY290)

### 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

By: LINDSEY MORVANT on CONVEYANCE-2 Printed On: 12/14/2017 at 2:25:16 PM

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	1:08:52 PM	\$205.00

Kind: AGREEMENT

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

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

Kind: AGREEMENT 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 Certified Copy Photo Copy Stamp Copy	\$200.00 \$0.00 \$0.00 \$0.00

Total Due: \$405.00 \$405.00 **Amount Charged:** 

Change Tendered: \$0.00

40901448 80010015

Heidel burg

## 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

Type of Document: AGREEMENT

Recording Pages:

25

Inst Number: 1250822

Book: 2089

Page: 75

contegance

#### 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

1250822

File Number △

Danish Clark

	Additional	Index Recordings	The second secon
Index Type	Book	Page	Inst Number
MTG	1877	665	1250822

## Lafourche Parish Recording Page

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

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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

	Additional	Index Recordings	
Index Type	Book	Page	Inst Number
MTG	1877	665	1250822

Lindsey R. Mandant
Deputy Clerk J. R. Mandant

## 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

Thereon A. Lobichaux

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

1469782 File Number

	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 Agreeement 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."

<sup>&</sup>lt;sup>1</sup> For clarity, the defined term "Operator" is used in this Memorandum in place of the term "Affiliate Operator", which is used to refer to Anadarko Petroleum Corporation in the Unit Operating Agreement.

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

- Among other provisions, the Unit Operating Agreement (i) provides for certain mortgages, pledges and security interests to secure payment by the Parties of their respective share of costs and other obligations under the Unit Operating Agreement, (ii) contains an Accounting Procedure along with other provisions which supplement the mortgage, pledge and security interest provisions, (iii) includes non-consent clauses which provide that Parties who elect not to participate in certain operations shall be deemed to have relinquished their interest until the consenting Parties are able to recover their costs of such operation plus a specified amount, (iv) includes a provision requiring payment of interest on amounts past due, and (v) grants certain preferential rights to purchase.
- 4.0 A true and correct copy of the Unit Operating Agreement is on file and available for inspection by third parties at the offices of the Operator at the address set forth in this Memorandum.
- 5.0 The purpose of this Memorandum is to more fully describe, implement, and perfect the mortgages, pledges and security interests provided for in the Unit Operating Agreeement, and to place third parties on notice thereof.
- 6.0 In addition to any other privileges, security rights and remedies provided for in the Unit Operating Agreement and/or by law with respect to the services rendered or materials and equipment furnished under the Unit Operating Agreement, in consideration of the mutual rights and obligations of the Parties hereunder, the Parties hereby agree as follows:
  - 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.
- To the extent allowed under applicable law, the mortgage, pledge and the security interests granted by each Party in the Unit Operating Agreement and this Memorandum shall secure (A) the complete and timely performance of and payment by such Party of all of its obligations and indebtedness of every kind and nature, whether now owed by such Party or hereafter arising pursuant to the Unit Operating Agreement and this Memorandum, and (B) the payment of all Costs and other expenses properly charged to such Party, together with (1) interest on such indebtedness, Costs, and other expenses at the rate set forth in the Accounting Prodecure, attached to the Unit Operating Agreement as Exhibit "C", or the maximum rate allowed by law, whichever is the lesser,

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

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

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

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

Name:

Title:

Date:

Name: Ben Davis

Land Manager, Gulf of Mexico

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 November 20/4

My Commission Expires: 4-19-2016

WITNESSES

Printed Name:

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

**AFFIDAVIT** 

STATE OF TEXAS COUNTY OF MONTGOMERY

Thus done and signed by Jim W. Bryan , as the Agent and Attorney-in-Fact for, Anadarko US Offshore Corporation and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this \_\_\_\_ day of November 20 14.

My Commission Expires: 4-19-2016

WITNESSES

Printed Name:

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

## ANADARKO PETROLEUM CORPORATION

#### ANADARKO US OFFSHORE CORPORATION

By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact	By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact
MARUI	BENI OIL & GAS (USA) INC.	PXP O	FFSHORE LLC
Ву:	Mushu	Ву:	
Name: Title: Date:	/ Perry Murphree Chief Operating Officer	Name: Title: Date:	Stephen T. Laperouse Vice President
ENI PE	TROLEUM US LLC	STATO	IL USA E&P INC.
By:		By:	
Name:		Name:	Keith Howell
Title:		Title:	Land Manager
Date:		Date:	
COBAL	T INTERNATIONAL ENERGY, L.P.	EXXON	MOBIL CORPORATION
Ву:		Ву:	
	Ben Davis	Name:	
Title:	Land Manager, Gulf of Mexico	Title:	
Date:		Date:	

### **AFFIDAVIT**

STATE OF TEXAS COUNTY OF HARRIS	
directors, in the presence of the undersi	on behalf of said corporation by authority of its board of gned Notary Public, duly commissioned and qualified, in and unty, and in the presence of the undersigned competent [17], 2014.
	Pate Colleen Gray NOTARY PUBLIC
My Commission Expires: <u>December</u>	30, 2016
Robert B. Prierly	My Commission Expires December 30, 2016
Printed Name: Robert B. Priest	
Printed Name: Mary & Cooks	· · · · · · · · · · · · · · · · · · ·
	AFFIDAVIT
STATE OF TEXAS COUNTY OF HARRIS	
said corporation by authority of its boar Public, duly commissioned and qualified,	e Land Manager for <b>Statoil USA E&amp;P Inc.</b> and on behalf of d of directors, in the presence of the undersigned Notary in and for the aforementioned State and County, and in the vitnesses on this day of, 20
	NOTARY PUBLIC
My Commission Expires:	<u>-</u>
WITNESSES	
Printed Name:	

Printed Name: \_\_

## ANADARKO PETROLEUM CORPORATION

#### ANADARKO US OFFSHORE CORPORATION

By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact	By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact
MARUI	BENI OIL & GAS (USA) INC.	PXP OI	FFSHORE LLC
By: Name: Title: Date:	TROLEUM US LLC	By: Name: Title: Date:	Steppen T. Laperouse Vice President 12-1-14 CETS IL USA E&P INC.
By: Name: Title: Date:			Keith Howell Land Manager
COBAL	T INTERNATIONAL ENERGY, L.P.	EXXON	MOBIL CORPORATION
By: Name: Title: Date:	Ben Davis Land Manager, Gulf of Mexico	By: Name: Title: Date:	

#### **AFFIDAVIT**

STATE OF TEXAS COUNTY OF HARRIS		
Thus done and signed by Petroleum US LLC and on behalf of s directors, in the presence of the undersig for the aforementioned State and Coun witnesses on this day of	said limited liability company by aut ned Notary Public, duly commissione nty, and in the presence of the ur	d and qualified, in and
	NOTARY PUBLIC	did destribibilitativa (un grupu destructura destructura de la companya de la companya destructura de la compa
My Commission Expires:	water	
WITNESSES		
Printed Name:		
Printed Name:		
•	<u>AFFIDAVIT</u>	
STATE OF TEXAS COUNTY OF HARRIS		
Thus done and signed by Stephen T. La behalf of said limitd liability company by undersigned Notary Public, duly commiss and County, and in the presence of the December., 2014.	authority of its board of directors, in sioned and qualified, in and for the	the presence of the aforementioned State
	NOTARY PUBLIC	Name of the second seco
My Commission Expires: 12/8/15		
WITNESSES  Printed Name: Julian Schanter	J. I.	AMES ANDERSON ELKINS, IV lotary Public, State of Texas My Commission Expires December 08, 2015
Clames Bulus		
Printed Name: James Bailen		

## ANADARKO PETROLEUM CORPORATION

#### ANADARKO US OFFSHORE CORPORATION

By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact	By: Name: Title: Date:	Agent and Attorney-in-Fact
MARU	BENI OIL & GAS (USA) INC.	PXP OF	FFSHORE LLC
By: Name: Title: Date:		By: Name: Title: Date:	Stephen T. Laperouse Vice President
ENI PE	TROLEUM US LLC	STATO	IL USA E&P INC.
By: Name: Title: Date:	Gary F. Clifford Business Development Manager December 5, 2014		Keith Howell Land Manager
COBAL	T INTERNATIONAL ENERGY, L.P.	EXXON	MOBIL CORPORATION
By: Name: Title:	Ben Davis Land Manager, Gulf of Mexico	By: Name: Title:	

#### **AFFIDAVIT**

STATE OF TEXAS COUNTY OF HARRIS		
Thus done and signed by Gary Carfo Petroleum US LLC and on behalf of said directors, in the presence of the undersigned for the aforementioned State and County, witnesses on this 5th day of Quec.	and in the present	ornanioolorioa aria quannoa, in aria
My Commission Expires: 6 27 15  WITNESSES  Printed Name: Relative train  Printed Name: Bailey Smyth	MOTARY	PUBLIC  AIMEE MUNSON  NOTARY PUBLIC, STATE OF TEXAS  MY COMMISSION EXPIRES  JUNE 27, 2015
	<u>AFFIDAVIT</u>	
STATE OF TEXAS COUNTY OF HARRIS		
Thus done and signed by and on behalf of said of presence of the undersigned Notary Public, aforementioned State and County, and in the paths day of, 20	duly commissione	
	NOTADV	DLIBLIC
My Commission France	NOTARY	KOBLIC
My Commission Expires:	•	
WITNESSES		
Printed Name:		
Printed Name:		

## ANADARKO PETROLEUM CORPORATION

### ANADARKO US OFFSHORE CORPORATION

By: Name: JimW. Bryan Title: Agent and Attorney-in-Fact Date:	By: Name: Jim W. Bryan Title: Agent and Attorney-in-Fact Date:
MARUBENI OIL & GAS (USA) INC.	PXP OFFSHORE LLC
By: Name:Title: Date:	True Africa Donald Africa
ENI PETROLEUM US LLC	STATOIL USA E&P INC.
By: Name: Title: Date:	By: Abl Acwell Name: Keith Howell Title: Land Manager Date: 11/24/2014
COBALT INTERNATIONAL ENERGY, L.P.	EXXON MOBIL CORPORATION
By:  Name: Ben Davis  Title: Land Manager, Gulf of Mexico  Date:	By: Name: Title: Date:

### <u>AFFIDAVIT</u>

	STATE OF TEXAS COUNTY OF HARRIS
	Thus done and signed by
	NOTARY PUBLIC
	My Commission Expires:
	WITNESSES
F	Printed Name:
- F	Printed Name:
	AFFIDAVIT
	STATE OF TEXAS COUNTY OF HARRIS
s	Thus done and signed by Keith Howell the Land Manager for <b>Statoil USA E&amp;P Inc.</b> and on behalf of aid 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 resence of the undersigned competent witnesses on this 44 day of Normber 2014
	Comeral du Nolla
N	ly Commission Expires: 7/15/16
N	ITNESSES  ESMERALDA WOLLAM MY COMMISSION EXPIRES July 15, 2016
P	rinted Name: Jordan Sorrell
P	rinted Name: DON HARRIS

## ANADARKO PETROLEUM CORPORATION

### ANADARKO US OFFSHORE CORPORATION

By: Name: Jim W. Bryan Title: Agent and Attorney-in-Fact Date: 1-17-1-1	By: Name: JimW. Bryan Title: Agent and Attorney-in-Fact Date:
MARUBENI OIL & GAS (USA) INC.	PXP OFFSHORE LLC
Ву:	Ву:
Name:	Name: Stephen T. Laperouse
Title:	Title: Vice President
Date:	Date:
ENI PETROLEUM US LLC	STATOIL USA E&P INC.
Ву:	Ву:
Name:	Name: Keith Howell
Title:	Title: Land Manager
Date:	Date:
COBALT INTERNATIONAL ENERGY, L.P.	EXXON MOBIL CORPORATION
By: January	By:
Name: Ben Davis	Name:
Title: Land Manager, Gulf of Mexico	Title:
Date: <u>N 12 (14</u>	Date:

#### **AFFIDAVIT**

	STATE OF TEXAS COUNTY OF HARRIS	
	directors, in the presence of the undersigned	the for Eni limited liability company by authority of its board of Notary Public, duly commissioned and qualified, in and and in the presence of the undersigned competent _, 20
		NOTARY PUBLIC
	My Commission Expires:	
	WITNESSES	
	Printed Name:	
•	Printed Name:	
		AFFIDAVIT
	STATE OF TEXAS COUNTY OF HARRIS	
Coball Into	Thus done and signed by <u>BOM</u> <u>Called the Charge, L.P.</u> and on behalf of said presence of the undersigned Notary Public aforementioned State and County, and in the this <u>ACT</u> day of <u>NOWMOV</u> , 2014.	for corporation by authority of its board of directors, in the c, duly commissioned and qualified, in and for the presence of the undersigned competent witnesses on
		Phonda Vauden
	My Commission Expires:	
	WITHESSES	RHONDA VAUGHN My Commission Expires June 10, 2016
	Printed Name: Mike Jadide	
	Cloude Change Chance	

## ANADARKO PETROLEUM CORPORATION

#### ANADARKO US OFFSHORE CORPORATION

By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact W-17-14	By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact
MARU	BENI OIL & GAS (USA) INC.	PXP O	FFSHORE LLC
By; Name: Title: Date:			Stephen T. Laperouse Vice President
ENI PE	TROLEUM US LLC	STATO	IL USA E&P INC.
By: Name: Title: Date:			Keith Howell Land Manager
<b>COBAL</b> By:	T INTERNATIONAL ENERGY, L.P.	EXXON By:	MOBIL CORPORATION
-	Ben Davis Land Manager, Gulf of Mexico	Name: Title: Date:	D. Mark Fincher Agent and Atterney-in-Fact December 2, 2014

#### **AFFIDAVIT**

Thus done and signed by	the for for 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 in the presence of the undersigned competent witnesses on
	NOTARY PUBLIC
My Commission Evniros	
My Commission Expires:	
WITNESSES	
Printed Name:	
Printed Name:	
	ACTIDAVIT
	AFFIDAVIT
STATE OF TEXAS COUNTY OF HARRIS	
presence of the undersigned Notary P	Tricker the Agent and Attorney-in Fact for said corporation by authority of its board of directors, in the Public, duly commissioned and qualified, in and for the in the presence of the undersigned competent witnesses on
My Commission Expires: 4 24 15	NOTARY PUBLIC DE LA COMPANIONA DE LA COM
	JOANN V. OZUNIG
WITNESSES	11 STOTAL V DESCRIPTION OF STREET AND ADDRESS OF STREET
WITNESSES Kart & Area	Notary Public, State of My Commission Expired April 24, 2016

#### Attachment "1"

Attached to and made a part of that MEMORANDUM OF UNIT OPERATING AGREEEMENT 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,

Judy Singh

GOM Deepwater Land

Enclosures:

2 MOAs

Pay.gov receipt Return envelope



## Receipt

### Your payment is complete

Pay.gov Tracking ID: 2668M1GA Agency Tracking ID: 75372550672

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: 11/28/2017 02:53:58 PM EST

Payment Date: 11/28/2017 Region: Gulf of Mexico

Name and Phone: Judy Singh 832-636-3881

Submitting Company: Anadarko Petroleum Corporation Document Type: Mortgage, Deed of Trust, Security Agreement

Lease Numbers 1-25: 24194, 24197, 26346, 26355, , , , , , , , , , , , , , , , , ,

Lease Numbers 26-50: , , , , , , , , , , , , , , , , Email Address: judy.singh@anadarko.com

#### **Account Information**

Cardholder Name: Judith Singh

Card Type: Visa

Card Number: \*\*\*\*\*\*\*\*9859

#### **Email Confirmation Receipt**

Confirmation Receipts have been emailed to:

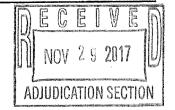
judy.singh@anadarko.com

## 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

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

On (Recorded Date): 12/10/2014

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

Doc ID - 012927010024

Clerk of Court

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

Jusa L

Deputy Clerk

.

File Number

 Additional Index Recordings

 Index Type
 Book
 Page
 File #

 MTG
 2705
 276
 1469752

Return To:

ANADARKO E & PINC 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 Enl 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 Agreeement 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."

<sup>&</sup>lt;sup>1</sup> 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 Agreeement, and to place third parties on notice thereof.
- 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.
- To the extent allowed under applicable law, the mortgage, pledge and the security interests granted by each Party in the Unit Operating Agreement and this Memorandum shall secure (A) the complete and timely performance of and payment by such Party of all of its obligations and indebtedness of every kind and nature, whether now owed by such Party or hereafter arising pursuant to the Unit Operating Agreement and this Memorandum, and (B) the payment of all Costs and other expenses properly charged to such Party, together with (1) interest on such indebtedness, Costs, and other expenses at the rate set forth in the Accounting Prodecure, attached to the Unit Operating Agreement as Exhibit "C", or the maximum rate allowed by law, whichever is the lesser,

- (2) reasonable attorneys' fees, (3) court costs, and (4) other directly related collection costs.
- 6.6 To the extent allowed under La. C.C.P. art. 2631 et seg., 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.
- 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 reporduction thereof and hereof) may be

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

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

#### ANADARKO PETROLEUM ANADARKO US OFFSHORE CORPORATION CORPORATION Ву: By: Name: 9m W. Bryan Name: Jim W. Bryan Title: Agent and Attorney-in-Fact Agent and Attorney-in-Fact Title: 11-17-14 11-17-14 Date: Date: MARUBENI OIL & GAS (USA) INC. PXP OFFSHORE LLC Ву: By: Name: Name: Stephen T. Laperouse Title: Title: Vice President Date: Date: ENI PETROLEUM US'LLC STATOIL USA E&P INC. By: By: Name: Name: Keith Howell Title: Title: Land Manager Date: Date: COBALT INTERNATIONAL ENERGY, L.P. **EXXON MOBIL CORPORATION** Ву: Ву: Name: Ben Davis Name: Land Manager, Gulf of Mexico Title: Title: . Date: Date:

#### **AFFIDAVIT**

### STATE OF TEXAS COUNTY OF MONTGOMERY

Thus done and signed by Jim W. Bryan , as the Agent and Attorney-in-Fact for, Anadarko Petroleum Corporation and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 17 day of November 2014

Kenterly an Capstin

My Commission Expires: 4-19-2016

WITNESSES

Brinted Name: Jua

Printed Name: NEBOLAN FUNSE

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

**AFFIDAVIT** 

STATE OF TEXAS COUNTY OF MONTGOMERY

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

Kunberly ann Capstin

My Commission Expires: H - 19 - 2016

WITNESSES

Printed Name: / Judith Singh

Printed Name: ABBOLAH FUNSIL

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

By: Jim W. Bryan  Title: Agent and Attorney-in-F Date: I/-17-IL	By: Name: Jim W. Bryan  act Title: Agent and Attorney-in-Fact Date: //-17-14
MARUBENI OIL & GAS (USA)	NC. PXP OFFSHORE LLC
By: Perry Murphre Title: Chief Operating O Date: //- 21-2014  ENI PETROLEUM US LLC	By:  e Name: Stephen T. Laperouse  fficer Title: Vice President  Date:  STATOIL USA E&P INC.
By: Name: Title: Date:	Name: Keith Howell
COBALT INTERNATIONAL EN	ERGY, L.P. EXXON MOBIL CORPORATION
By: Name: Ben Davis Title: Land Manager, Gulf of M Date:	By: Name: exico Title: Date:

#### **AFFIDAVIT**

STATE OF TEXAS COUNTY OF HARRIS
Thus done and signed by <u>levery Murchell</u> the <u>Chief Operating Officer</u> for Marubeni Oil & Gas (USA) Inc. and on behalf of said corporation by authority of its board or 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 <u>Also</u> day of <u>Movember</u> , 2014.
Patie Colleen Gray
My Commission Expires: <u>December</u> 30, 2016
WITNESSES  RATIE COLLEEN GRAY My Commission Expires December 30, 2016
Printed Name: Robert B. Priestly
Printed Name: Mary B. Cooke.
<u>AFFIDAVIT</u>
STATE OF TEXAS COUNTY OF HARRIS
Thus done and signed by Keith Howell the Land Manager for <b>Statoil USA E&amp;P Inc.</b> 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 Expíres:

WITNESSES

Printed Name: \_\_\_\_\_

Printed Name: \_\_

#### ANADARKO PETROLEUM ANADARKO US OFFSHORE CORPORATION CORPORATION Ву: Ву: Name: Jim W. Bryan Name: Jím W. Bryan Title: Agent and Attorney-in-Fact Title: Agent and Attorney-in-Fact 11-17-14 · Date: Date: MARUBENI OIL & GAS (USA) INC. **PXP OFFSHORE LLC** By: Ву: Name: Name: Stephen T. Laperouse Title: Title: Date: Date: ENI PETROLEUM US LLC STATOIL USA E&P INC. By: Ву: Name: Name: Keith Howell Title: Title: Land Manager Date: Date:

Ву:

Name:

Title:

Date:

**EXXON MOBIL CORPORATION** 

COBALT INTERNATIONAL ENERGY, L.P.

Land Manager, Gulf of Mexico

By:

Title:

Date:

Name: Ben Davis

#### **AFFIDAVIT**

STATE OF TEXAS COUNTY OF HARRIS		
Thus done and signed by Petroleum US LLC and on behalf of s directors, in the presence of the undersig for the aforementioned State and Cou witnesses on this day of	ned Notary Public, duly commis nty, and in the presence of t	sioned and qualified, in and
•		
	NOTARY PUBLI	Ó
My Commission Expires:	<del>-</del>	i
WITNESSES	•	
Printed Name:		
•		
Printed Name:		•
	•	
	AFFIDAVIT	
STATE OF TEXAS COUNTY OF HARRIS		•
Thus done and signed by Stephen T. La behalf of said limitd liability company by undersigned Notary Public, duly commiss and County, and in the presence of the December., 2014.	authority of its board of directo ioned and qualified, in and for	rs, in the presence of the the aforementioned State
	OMNOTARY PUBLIC	<del>}//</del>
My Commission Expires: 12/8/15	. •	
Printed Name: Tolian Schonler		JAMES ANDERSON ELKINS, IV Notary Public, State of Texas My Commission Expires December 08, 2015
44 45 .		
James Bally		

By; Name: Title: Date;	Jim W. Bryan J Agent and Attorney-in-Fact	By: Name: Title: Date:	Im W. Bryan Agent and Attorney-in-Fact
MARUE	BENI OIL & GAS (USA) INC.	PXP O	FFSHORE LLC
By: Name: Title: Date;		By: Name: Title: Date:	Stephen T. Laperouse Vice President
ENI PE	TROLEUM US LLC	,	IL USA E&P INC.
By: Name: Fitle: Date:	Gary F. Clifford Business Development Manager Deventoer 5, 2014	Name:	Keith Howell Land Manager
OBAL	T INTERNATIONAL ENERGY, L.P.	EXXON	MOBIL CORPORATION
	Ben Davis Land Manager, Gulf of Mexico	By: Name: Title:	

#### <u>AFFIDAVIT</u>

STATE OF TEXAS COUNTY OF HARRIS	·	
Thus done and signed by Gary Chifford Petroleum US LLC and on behalf of said limit directors, in the presence of the undersigned Note for the aforementioned State and County, and witnesses on this 5th day of Quec., 201	ary Public, duly commissioned an	d qualified, in and
	1	
	NOTARY PUBLIC	
My Commission Expires: 6 37 5		ントノントノントノントノント
WITNESSES	A NOTAF	IMEE MUNSON RY PUBLIC, STATE OF TEXAS
Roll With	8	JUNE 27, 2015
Printed Name: Ralph Watson	· · · · · · · · · · · · · · · · · · ·	ントトトトトトトトトトトトトトト
Fran hit		
Printed Name: Bailey Smyth		
,	•	
<u>AFF</u>	<u>FIDAVIT</u>	
STATE OF TEXAS COUNTY OF HARRIS	,	
Thus done and signed by	the	for
and on behalf of said corporesence of the undersigned Notary Public, du		in and for the
aforementioned State and County, and in the present this day of, 20	ence of the undersigned compete	ent withesses on
		•
	•	
•	NOTARY PUBLIC	•
My Commission Expires:		· .
WITNESSES		
Printed Name:		
•		
Printed Name:	· · ·	

By:  Name: Jim W. Bryan  Title: Agent and Attorney-in-Fact  Date:	By: Name: Jim W. Bryan Title: Agent and Attorney-in-Fact Date:
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: Name: Title: Oate:	By: Keith Howell Title: Land Manager Date: 11/24/2014
COBALT INTERNATIONAL ENERGY, L.P.	EXXON MOBIL CORPORATION
By:  Jame: 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  Marubeni Oil & Gas (USA) Inc. and or directors, in the presence of the undersigne for the aforementioned State and Count witnesses on this day of	ed Notary Public, duly c ry, and in the presenc	commissioned and	l qualified, in and
A Section 1997	·	•	
	NOTARY	PUBLIC	
My Commission Expires:		•	•
WITNESSES	·	. •	
ı			
Printed Name:	·	,	
Printed Namé;			
	•	•	
	<u>AFFIDAVIT</u>		
STATE OF TEXAS COUNTY OF HARRIS			·.
Thus done and signed by Keith Howell the L said corporation by authority of its board o Public, duly commissioned and qualified, in a presence of the undersigned competent with	of directors, in the pres and for the aforementio	sence of the unde ned State and Co	rsigned Notary unty, and in the
	Lamy u f a	UL NOC	la
My Commission Expires: 1/13/14			•
WITNESSES  A. A. A. A. C.	Sales Sales	MY COMMIS	DA WOLLAM SION EXPIRES 5, 2016
Printed Name: Jordan Sorre(1			
Printed Name: Daw Howard		•	

By: Name: Jim W. Bryan Title: Agent and Attorney-in-Fact Date: 1-17-14	By:  Name: JimW. Bryan  Title: Agent and Attorney-in-Fact  Date: 11-17-14
MARUBENI OIL & GAS (USA) INC.	PXP OFFSHORE LLC
By: Name: Title: Date:  ENI PETROLEUM US LLC	By: Name: Stephen T. Laperouse Title: Vice President Date: STATOIL USA E&P INC.
By: Name: Fitte: Date:	By: Name: Keith Howell Title: Land Manager Date:
COBALT INTERNATIONAL ENERGY, L.P.	EXXON MOBIL CORPORATION
Ry:  Ben Davis  Title: Land Manager, Gulf of Mexico  Date: 1 2 14	By: Name: Title:

#### **AFFIDAVIT**

	COUNTY OF HARRIS		
	directors, in the presence of the undersigne	d limited liability company by authority of its led Notary Public, duly commissioned and qualified, and in the presence of the undersigned co	d, in and
		NOTARY PUBLIC	
	My Commission Expired	110 17 W. 1 0 BE10	
	My Commission Expires:	•	•
٠	WITNESSES		
	Printed Name:		
•	Printed Name:		
. •		AFFIDAVIT	
	STATE OF TEXAS COUNTY OF HARRIS		
Coball In	Thus done and signed by BOM O Whitever Ewary, L.P. and on behalf of said presence of the undersigned Notary Publi aforementioned State and County, and in the this Alst day of NOURMON, 20 4.	the Allorney in Just decreased the Allorney in Just decreased by authority of its board of directors ic, duly commissioned and qualified, in and a presence of the undersigned competent witness	for s, in the for the sses on
		Phonda Vauday NOTARY PUBLIC	
	My Commission Expires:		
	WITHESSES	RHONDA VAU My Commission June 10, 20	Expires
•	Printed Name: MIKE Jadice		*
	Commis Odano		
	Printed Name: Connie Chance	· · ·	

By: Jim W. Bryan  Title: Agent and Attorney-in-Fact Date: 17-14	By: Name: Jim W. Bryan  Title: Agent and Attorney-in-Fact Date:  1-17-14
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: Name: Title: Date:	By: Name: Keith Howell Title: Land Manager Date:
COBALT INTERNATIONAL ENERGY, L.P.	EXXON MOBIL CORPORATION  By:
Name: Ben Davis Fitle: Land Manager, Gulf of Mexico Date:	Name: D. Mark Fincher  Title: Agent and Attorney-in-Fact  Date: December 2,2014

#### <u>AFFIDAVIT</u>

Thus done and signed by	the	\	for
and on behalf o	f said corporation by author	ity of its board of direct	tors, in the
presence of the undersigned Notary aforementioned State and County, and i	n the presence of the unde	rsigned competent wi	tnesses on
this day of, 20	•		
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•	NOTABLE	UDITIO .	
	NOTARY P	ORLIC	
My Commission Expires:			
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Printed Name:		•	
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Printed Name:		•	
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	<u>AFFIDAVIT</u>	•	
STATE OF TEXAS			
COUNTY OF HARRIS	•		· i
Thus done and signed by D. Mark	Fincher the Agent	and Attorney-in to	ect for
Mobil Corporation and on behalf of spresence of the undersigned Notary Pr	said corporation by authority	/ of its board of directo	ors, in the
NASABEA OF THE HUMARSIANAN MOTARY P	iblic, duly commissioned	and qualified, in and ligned competent with	i for the esses on
forementioned State and County, and in	the presence of the unders	O	
aforementioned State and County, and in his <u>2</u> day of <u>December</u> , 2014.	the presence of the unders		
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Aforementioned State and County, and in his <u>2</u> day of <u>December</u> , 2014.  My Commission Expires: 4 24 15	the presence of the unders	Phywifa)	
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Aforementioned State and County, and in his 2 day of <u>December</u> , 2014.  My Commission Expires: 4 24 15  WITNESSES  Kautt & Bree	the presence of the unders	My Con	IN V. OZUNIG blic, State of Imission Expi II 24, 2015
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Aforementioned State and County, and in his 2 day of <u>December</u> , 2014.  My Commission Expires: 4 24 15  WITNESSES  Kautt & Bree	NOTARY PU	My Con	IN V. OZUNIG blic, State of Imission Expl

#### Attachment "1"

Attached to and made a part of that MEMORANDUM OF UNIT OPERATING AGREEEMENT 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: <a href="mailto:kimberly.capstin@anadarko.com">kimberly.capstin@anadarko.com</a>.

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

Palor Cons -

ADJUDICATION SECTIO



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,

Kim Capstin

GOM Deepwater Land

Kin Cupstin

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

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

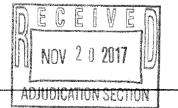
(985) 868-5660

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

Cle

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

1469782

Therem A. Robichaux

Deputy Clerk

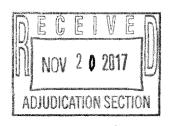
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Additional Index Recordings					
Index Type	Book	Page	File#		
MTG	2705	276	1469752		

File Number

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 Agreeement 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."

<sup>&</sup>lt;sup>1</sup> For clarity, the defined term "Operator" is used in this Memorandum in place of the term "Affiliate Operator", which is used to refer to Anadarko Petroleum Corporation in the Unit Operating Agreement.

Reference is made hereby to the Unit Operating Agreement for all purposes, and its terms and provisions are incorporated herein by this reference to the same extent as if the Unit Operating Agreement was reproduced herein. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Unit Operating Agreement. In the event of any conflict between the terms or provisions of this Memorandum and those contained in the Unit Operating Agreement, including exhibits thereto, and notwithstanding anything to the contrary in the Unit Operating Agreement, the terms and provisions of this Memorandum shall at all times and in all events, prevail and control and govern between the Parties hereto, with the non-conflicting terms and provisions of the Unit Operating Agreement continuing in full force and effect. The presence of a term governing conduct in the Unit Operating Agreement and the absence of a term governing conduct in this Memorandum 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 Agreeement, and to place third parties on notice thereof.
- 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.
- To the extent allowed under applicable law, the mortgage, pledge and the security interests granted by each Party in the Unit Operating Agreement and this Memorandum shall secure (A) the complete and timely performance of and payment by such Party of all of its obligations and indebtedness of every kind and nature, whether now owed by such Party or hereafter arising pursuant to the Unit Operating Agreement and this Memorandum, and (B) the payment of all Costs and other expenses properly charged to such Party, together with (1) interest on such indebtedness, Costs, and other expenses at the rate set forth in the Accounting Prodecure, attached to the Unit Operating Agreement as Exhibit "C", or the maximum rate allowed by law, whichever is the lesser,

- (2) reasonable attorneys' fees, (3) court costs, and (4) other directly related collection costs.
- 6.6 To the extent allowed under La. C.C.P. art. 2631 et seg., 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 reporduction thereof and hereof) may be

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

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

#### ANADARKO PETROLEUM ANADARKO US OFFSHORE CORPORATION CORPORATION Ву: Name: Jim W. Bryan Name: Jim W. Bryan Title: Agent and Attorney-in-Fact Title: Agent and Attorney-in-Fact Date: Date: MARUBENI OIL & GAS (USA) INC. PXP OFFSHORE LLC By: Ву: Name: Name: Stephen T, Laperouse Title: Title: Vice President Date: Date: ENI PETROLEUM US'LLC STATOIL USA E&P INC. Ву: Ву: Name: Name: Keith Howell Title: Title: Land Manager Date: Date: COBALT INTERNATIONAL ENERGY, L.P. **EXXON MOBIL CORPORATION** By: Ву: Name: Ben Davis Name:

Title:

Date:

Land Manager, Gulf of Mexico

Title:

Date:

#### **AFFIDAVIT**

### STATE OF TEXAS COUNTY OF MONTGOMERY

Kemberly an Capstin

My Commission Expires: 4-19-2016

WITNESSES

Printed Name: Judith

Printed Name: MEBRANI Fur

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

**AFFIDAVIT** 

STATE OF TEXAS COUNTY OF MONTGOMERY

Thus done and signed by Jim W. Bryan, as the Agent and Attorney-in-Fact for, Anadarko US Offshore Corporation and on behalf of said corporation by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 1 day of November 20 14:

Kinhery ann Capstin

My Commission Expires: 4-19-2016

WITNESSES

Printed Name

Printed Name:

Not Not

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

By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact	By: Name: Title: Date:	Jim W. Bryan  Agent and Attorney-in-Fact  11-17-14
MARU	BENI OIL & GAS (USA) INC.	PXP O	FFSHORE LLC
By: Name: Title: Date: ENI PE	Plustua Perry Murphree Chief Operating Officer //- 2/- 2014 TROLEUM US LLC	Title: Date:	Stephen T. Laperouse Vice President  OIL USA E&P INC.
By: Name: Title: Date;		By: Name: Title: Date:	Keith Howell Land Manager
COBAL	T INTERNATIONAL ENERGY, L.P.	EXXON	MOBIL CORPORATION
By: Name:	Ben Davis	By:	
Name: Title: Date:	Land Manager, Gulf of Mexico	Name: Title: Date:	

#### <u>AFFIDAVIT</u>

STATE OF TEXAS
COUNTY OF HARRIS

COUNTY OF HARRIS	
Marubeni Oil & Gas (USA) Inc. and on I directors, in the presence of the undersigned	phyle the Chief () pending (Africe) for behalf of said corporation by authority of its board of Notary Public, duly commissioned and qualified, in and and in the presence of the undersigned competent, 2014.
	Patie Colleen Gray NOTARY PUBLIC
My Commission Expires: December 3	) 2016
Robert B. Presly	My Commission Expires December 30, 2016
Printed Name: Robert B. Priestly	
Printed Name: Mary B Cooke.	
	AFFIDAVIT
STATE OF TEXAS COUNTY OF HARRIS	
said corporation by authority of its board of Public, duly commissioned and qualified, in ar	nd Manager for <b>Statoil USA E&amp;P Inc.</b> and on behalf of directors, in the presence of the undersigned Notary and for the aforementioned State and County, and in the sses on this day of, 20
	NOTARY PUBLIC
My Commission Expires:	
WITNESSES	
	•
Printed Name:	•

Printed Name:

By: Janus Myn Name: Jim W. Bryan Title: Agent and Attorney-in-Fact Date: (1-17-14)	By: John My 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: Apply Lynne: Stephen T. Laperouse Title: Vice President Date: 12-1-14
ENI PETROLEUM US LLC	STATOIL USA E&P INC.
By: Vame:  Fitle: Date:	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:

## **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:
<u>AFFIDAVIT</u>
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 limitd 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 <u>ls+</u> day of <u>December</u> , 2014.
NOTARY PUBLIC
My Commission Expires: 12/8/15
WITNESSES  JAMES ANDERSON ELKINS, IV Notary Public, State of Texas My Commission Expires December 08, 2015  Printed Name: Thin Schooler
Printed Name: James Bailey

By; Name: Title: Date:	Jim W. Bryan  Agent and Attorney-in-Fact	By: Name: Title: Date:	Affin 61. Bryan  Jim W. Bryan  Agent and Attorney-in-Fact  11-17-201-
MARUI	BENI OIL & GAS (USA) INC.	PXP OF	FFSHORE LLC
By: Name: Title: Date:			Stephen T. Laperouse Vice President
ENI PE	TROLEUM US LLC	STATO	IL USA E&P INC.
By: Name: Title: Date:	Gary F. Clifford Bysiness Development Manager December 5, 2014		Keith Howell Land Manager
COBAL	T INTERNATIONAL ENERGY, L.P.	EXXON	MOBIL CORPORATION
	Ben Davis Land Manager, Gulf of Mexico	By: Name: Title: Date:	

## <u>AFFIDAVIT</u>

STATE OF TEXAS COUNTY OF HARRIS	
Thus done and signed by Gary Chifford the Purpetroleum US LLC and on behalf of said limited liability directors, in the presence of the undersigned Notary Public, of for the aforementioned State and County, and in the prewitnesses on this Studay of Quee., 2014.	duly commissioned and qualified, in and
Am	ary public
My Commission Expires: 6 37 5	CANANANANANANANANANANANANA
WITNESSES	AINEE MUNSON NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES JUNE 27, 2015
Printed Name: Ralph Watson	anamanamanana
Printed Name: Boiley Smyth	
<u>AFFIDAVIT</u>	
STATE OF TEXAS COUNTY OF HARRIS	
Thus done and signed by the and on behalf of said corporation by a presence of the undersigned Notary Public, duly commiss aforementioned State and County, and in the presence of the this day of, 20	sioned and qualified, in and for the
NOTA	ARY PUBLIC
My Commission Expires:	
WITNESSES	,
Printed Name:	

Printed Name: \_

By: Name: Jinf W. Bryan Title: Agent and Attorney-in-Fact Date:	By: Name: Jim W. Bryan Title: Agent and Attorney-in-Fact Date:
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: Vame: Title: Date:	By: / Lowell Name: Keith Howell Title: Land Manager Date: 11/24/2014
COBALT INTERNATIONAL ENERGY, L.P.	EXXON MOBIL CORPORATION
By:  Name: Ben Davis  Fitle: Land Manager, Gulf of Mexico  Date:	By: Name: Title: Date:

## **AFFIDAVIT**

	Control of the Particular and American and A
STATE OF TEXAS COUNTY OF HARRIS	
directors, in the presence of the undersigned	thefo behalf of said corporation by authority of its board of Notary Public, duly commissioned and qualified, in and and in the presence of the undersigned competent, 20
	NOTARY PUBLIC
My Commission Expires:	
WITNESSES	•
•	
Printed Name:	
Printed Namé:	
	AFFIDAVIT
STATE OF TEXAS COUNTY OF HARRIS	
said corporation by authority of its board of a	nd Manager for <b>Statoil USA E&amp;P Inc.</b> and on behalf of directors, in the presence of the undersigned Notary of for the aforementioned State and County, and in the sees on this 24 day of Normber, 2014
	MOTARY PUBLIC NOCLO
My Commission Expires: 7/15/16	
WITNESSES	ESMERALDA WOLLAM MY COMMISSION EXPIRES July 15, 2016
Printed Name: Jordan Sorrell	

Printed Name: Daw

	•
By:  Name: Jim W. Bryan  Title: Agent and Attorney-in-Fact  Date: 11-17-14	By: Name: JimW. Bryan Title: Agent and Attorney-in-Fact Date:
MARUBENI OIL & GAS (USA) INC.	PXP OFFSHORE LLC
Ву:	By:
Name:	Name: Stephen T. Laperouse Title: Vice President Date:
ENI PETROLEUM US LLC	STATOIL USA E&P INC.
Зу:	By:
Name:	Name: Keith Howell
Title:	Title: Land Manager
Date:	Date:
COBALT INTERNATIONAL ENERGY, L.P.	EXXON MOBIL CORPORATION
By: JY Wars	By:
Name: Ben Davis	Name:
Fitle: Land Manager, Gulf of Mexico	Title:
Date: 11/21/14	Date:

## <u>AFFIDAVIT</u>

	STATE OF TEXAS COUNTY OF HARRIS		
	Thus done and signed by Petroleum US LLC and on behalf of said directors, in the presence of the undersigned for the aforementioned State and County, witnesses on this day of	limited liability comp Notary Public, duly c and in the presenc	ommissioned and qualified, in and
		NOTARY	PUBLIC
	My Commission Expires:		
	WITNESSES		
	Printed Name:		
÷	Printed Name:		
		AFFIDAVIT	<i>:</i>
	STATE OF TEXAS COUNTY OF HARRIS		. *
Coball Int	Thus done and signed by BOM DO CHIMIDOUN ENCOY, L.P. and on behalf of said presence of the undersigned Notary Public aforementioned State and County, and in the this AST day of MOVEMARY, 20 4.	corporation by author duly commissioned	ity of its board of directors, in the land qualified, in and for the
		Chouda Notary F	Vaudum)
	My Commission Expires: WITHESSES		RHONDA VAUGHN My Commission Expires June 10, 2016
	Printed Name: Mike Jadick		VVIIII

By: All Drug Name: Jim W. Bryan Title: Agent and Attorney-in-Fact Date: V-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. Laperouse Title: Vice President Date:
ENI PETROLEUM US LLC	STATOIL USA E&P INC.
By: Name: Title: Date:	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:	Name: D. Mark Fincher  Title: Agent and Attorney-in-Fact  Date: December 2,2014

## <u>AFFIDAVIT</u>

• • • • • • • • • • • • • • • • • • • •	the for aid corporation by authority of its board of directors, in the
and on behalf of sa	aid corporation by authority of its board of directors, in the blic, duly commissioned and qualified, in and for the
aforementioned State and County, and in the	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 F.	incher the Agent and Attorney in Fact for id corporation by authority of its board of directors, in the
	id corporation by authority of its board of directors, in the
presence of the undersigned Notary Publ	lic duly commissioned and qualified in and for the
presence of the undersigned Notary Publ aforementioned State and County, and in the	olic, duly commissioned and qualified, in and for the ne presence of the undersigned competent witnesses on
presence of the undersigned Notary Publ aforementioned State and County, and in the	lic, duly commissioned and qualified, in and for the
presence of the undersigned Notary Publ aforementioned State and County, and in the	lic, duly commissioned and qualified, in and for the
presence of the undersigned Notary Publ aforementioned State and County, and in the	olic, duly commissioned and qualified, in and for the ne presence of the undersigned competent witnesses on
presence of the undersigned Notary Publ aforementioned State and County, and in the this day of	lic, duly commissioned and qualified, in and for the
presence of the undersigned Notary Publ aforementioned State and County, and in the this _2_ day of _December, 20/4.	olic, duly commissioned and qualified, in and for the ne presence of the undersigned competent witnesses on
presence of the undersigned Notary Publ aforementioned State and County, and in the this 2 day of December, 2014.  My Commission Expires: 4 24 15	olic, duly commissioned and qualified, in and for the ne presence of the undersigned competent witnesses on NOTARY PUBLIC
presence of the undersigned Notary Publ aforementioned State and County, and in the this 2 day of December, 2014.  My Commission Expires: 4 24 15	JOANN V. OZUNIGA Notary Public, State of T My Commission Expire
presence of the undersigned Notary Publ aforementioned State and County, and in the this 2 day of December, 2014.  My Commission Expires: 4 24 15  WITNESSES	JOANN V. OZUNIGA
presence of the undersigned Notary Publi	JOANN V. OZUNIGA Notary Public, State of T My Commission Expire

#### Attachment "1"

Attached to and made a part of that MEMORANDUM OF UNIT OPERATING AGREEEMENT 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

ADJUDICATION SECTION



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: <a href="mailto:kimberly.capstin@anadarko.com">kimberly.capstin@anadarko.com</a>.

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

Sincerely,

Anadarko Petroleum Corporation Land Analyst - Offshore GOM

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

Polorcons -



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,

Kim Capstin

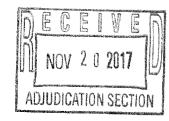
GOM Deepwater Land

Kum Capstin

Enclosures:

2 UCC-1's

Pay gov receipt Return envelope

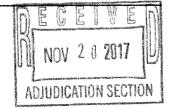


## Terrebonne Parish Recording Page

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

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

1469984

Thereon As Robichaux

Deputy Clerk

File Number

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 filing out form

Fol 1.	llow instructions carefully.  Debtor's exact full legal name - insert only one					te or combine names			0 2017 U
OR	1a Organization's Name Anadarko US Offshore Corporation							ADJUDICAT	ION SECTION
	1b Individual's Last Name (and Tille of Lineag	ie (e.g. Jr.	Sr., III	, if applicable)	First Nai	ne		Middle Name	
	Malling Address		City				State	Postal Code	Country
.1 2	201 Lake Robbins Drive	overable high in the second property of the second	Th	e Woodlar	nds		Texas	77380	USA
70	Tax ID #: SSN or EIN 6-0146568	Add'l Info Organiza Debtor:	tion	1e Type of Organizati Delaware corporati	ion	1f Jurisdiction of Organization		1g Organization	al ID # if any
2. 	Additional debtor's exact full legal name - inser	t only <u>one</u>	debtor	r name (2a or 2	b) - do r	ot abbreviate or com	ibine names		
or		1000 B MINISTERIO (1700 contracto co		William Value of the Control of the					
•••	2b Individual's Last Name (and Title of Linear		, Sr. III	), if applicable)	First N	ame		Middle Name	
2c	Mailing Address 22777 Springwoods Village F	arkway	City	Houston			State Texas	Postal Gode 77389	Country USA
	2d Tax ID #: SSN or EIN 3~5409005	Add'l info Organiza Debtor:		2e Type of Organiza New Jersey co.		2f Jurisdiction of Organization		2g Organization	nal ID #, if any
3.	Secured Party's Name (or Name of Total Assigne	e of Assig	nor S/F	P) - insert only <u>o</u>	ne secui	ed party name (3a o	r 3b)	arinen angarengangan ar dikangan melikuran kendun	
~ n	3a Organization's Name Anadarko Petroleum Corporation								
OR	3b Individual's Last Name (and Title of Lineac	je (e,g. Jr.	, Sr., II	l), if applicable	First I	lame		Middle Name	
***************************************	3c Mailing Address 1201 Lake Robbins Drive	·	City -	The Woodlan	ds		State Texas	Postal Code 77380	Country USA
4.	This FINANCING STATEMENT covers the follow OCS-G 24194, GC 859 OCS-G 24197, GC 903 OCS-G 26346, GC 904; and OCS-G 263								
5a	Check If applicable and attach legal description that the debtor(s) do not have an interest			Fixture feal property (Ent		As-extracted of an owner of record	_	Standing timb	per constituting goods
5b	Owner of real property (if other than named del	otor)							
	Check only if applicable and check only one box  Debtor is a Transmitting Utility. Filing is Filed in connection with a public finance for 30 years  Check only if applicable and check only one bound on the control of	e transacti ox	on. Filli	ng is effective	10.	The space below is	for Filing Offi	ce Use Only	
7. <i>F</i>	ALTERNATIVE DESIGNATION (If applicable):  CONSIGNEE/CONSIGNOR  SELLER/BUYER  AG. LIEN	LESSEE BAILEE NON-U	/BAILO	R					
8. 1	Name and Phone Number to contact filer Kim Capstin								
	Send Acknowledgment To: (Name and Address) Kim Capstin Anadarko US Offshore Corporation 1201 Lake Robbins Drive The Woodlands, Texas 77380				11.	CHECK TO REQUE:		PORT(S) ON DEBTOR	S DEBTOR1 DEBTOR2
							· L.	ا ا	<b></b>

## UCC FINANCING STATEMENT ADDITIONAL PARTY

18. NAME OF FIRST DEBTOR: Same as line	a 1a or 1b on Financino Stale	ment: if line 1b was left blank		ADJUDICATION	CECTION
because Individual Debtor name did not fit, chi	eck here	, i mie je jed tott otilit		L WATANIEW HOL	OEVITUIN
18a. ORGANIZATION'S NAME Anadarko US Offshore	Corporation				
OR 18b. INDIVIDUAL'S SURNAME	marana mana and a state of the				
FIRST PERSONAL NAME					
ADDITIONAL NAME(S)/INITIAL(S)	Transaction is a super-special and the super	SUFFIX			
			THE ABOVE SPACE I	S FOR FILING OFFICE	USE ONLY
19. ADDITIONAL DEBTOR'S NAME: Prov	ride only <u>one</u> Debtor name (1	9a or 19b) (use exact, full name; do no			
19a. ORGANIZATION'S NAME Eni Petroleum US LLC					
OR 19b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
19c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
1200 Smith Street, Suite 17		Houston	TX	77002	USA
20. ADDITIONAL DEBTOR'S NAME: Prov	vide only <u>one</u> Deblor name (2	Oa or 20b) (use exact, full name; do no	ot omit, modify, or abbreviate ar	y part of the Debtor's name	}
Statoil USA E&P Inc.					
OR 20b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
20c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2103 CityWest Blvd., Suite		Houston	TX	77042	USA
21. ADDITIONAL DEBTOR'S NAME: Prov	vide only <u>one</u> Deblar name (2	la or 21b) (use exact, full name; do no	ot omit, modify, or abbreviate an	ny part of the Debtor's name	)
Cobalt International En	ergy, L.P.				
OR 21b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
21c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
1980 Post Oak Blvd., Suite	1200	Houston	TX	77056	USA
22. ADDITIONAL SECURED PARTY	/'S NAME or ☐ AS	SIGNOR SECURED PARTY	S NAME: Provide only one na	ime (22a or 22b)	***************************************
22a. ORGANIZATION'S NAME					
OR 22b. INDIVIDUAL'S SURNAME	· ·	FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
22c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
23. ADDITIONAL SECURED PARTY	I'S NAME OF TIME	SIGNOR SECURED PARTY	S NAME: Provide only one of	Ime (23a or 23h)	
23a. ORGANIZATION'S NAME	TO NAME OF AS	GIONOR GEOGRED FARTI	C trans. Fromue only the in	200 0) 200)	arrayan karang diga andaya agar agar ahada ay
OR 23b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
23c, MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
24. MISCELLANEOUS:				1	

International Association of Commercial Administrators (IACA)
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## UCC FINANCING STATEMENT ADDITIONAL PARTY

24. MISCELLANEOUS:

FOL	LOWINSTRUCTIONS				48.018.002.000	OCOTION
18.1	NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Stateme pecause Individual Deblor name did not (ii, check hare 🦳			ADJUDICATION	SEUTIUN	
	18a, ORGANIZATION'S NAME					
	Anadarko US Offshore Corporation					
	Anadarko OS Offshore Corporation					
OR						
	18b. INDIVIDUAL'S SURNAME					
	FIRST PERSONAL NAME	- The second control of the second control o				
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX				
					S FOR FILING OFFICE U	JSE ONLY
19.	ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a 19a, ORGANIZATION'S NAME	or 19b) (use exact, full name; do r	not omit, modify, or abbro	eviate an	y part of the Debtor's name)	
	Marubeni Oil & Gas (USA) Inc.					
OR	19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
19c.	MAILING ADDRESS	CITY	S	STATE	POSTAL CODE	COUNTRY
	7 North Eldridge, Suite 900	Houston		TX	77079	USA
20.	ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a 20a ORGANIZATION'S NAME	or 20b) (use exact, full name; do i	not omit, modify, or abbr	eviate ar	ny part of the Debtor's name)	
	PXP Offshore LLC					
OR	20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
	MAILING ADDRESS	спу		STATE	POSTAL CODE	COUNTRY
<b>COMPAGNA</b>	0 East Kaliste Saloom Road, Ste 1100	Lafayette		LA	70508	USA
21.	ADDITIONAL DEBTOR'S NAME: Provide only ong Debtor name (21a 21a ORGANIZATION'S NAME	or 21b) (use exact, full name; do i	not omit, modify, or abbr	eviate ar	ny part of the Debtor's name)	
OB						
	21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	[	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
21c.	MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
22.	ADDITIONAL SECURED PARTY'S NAME OF ASSIGNMENT ASSIGNMEN	GNOR SECURED PARTY	'S NAME: Provide on	ly <u>one</u> ne	ame (22a or 22b)	
OR	22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
22c.	MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
		GNOR SECURED PARTY	'S NAME: Provide on	ly <u>one</u> na	ımə (23a or 23b)	
	23a, ORGANIZATION'S NAME					
OR	23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
23c.	MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY

International Association of Commercial Administrators (IACA) FILING OFFICE COPY — UCC FINANCING STATEMENT ADDITIONAL PARTY (Form UCC1AP) (Rev. 08/22/11)



## 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

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 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

1469782

Deputy Clerk

Transaction of the second

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

File Number

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."

<sup>&</sup>lt;sup>1</sup> For clarity, the defined term "Operator" is used in this Memorandum in place of the term "Affiliate Operator", which is used to refer to Anadarko Petroleum Corporation in the Unit Operating Agreement.

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

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

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

- 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 followina:

- (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;
- 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.
- To the extent allowed under applicable law, the mortgage, pledge and the security interests granted by each Party in the Unit Operating Agreement and this Memorandum shall secure (A) the complete and timely performance of and payment by such Party of all of its obligations and indebtedness of every kind and nature, whether now owed by such Party or hereafter arising pursuant to the Unit Operating Agreement and this Memorandum, and (B) the payment of all Costs and other expenses properly charged to such Party, together with (1) interest on such indebtedness, Costs, and other expenses at the rate set forth in the Accounting Prodecure, attached to the Unit Operating Agreement as Exhibit "C", or the maximum rate allowed by law, whichever is the lesser,

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

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

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

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

Name:

Title:

Date:

Name: Ben Davis

Land Manager, Gulf of Mexico

Title:

Date:

#### **AFFIDAVIT**

STATE OF TEXAS
COUNTY OF MONTGOMERY

Kemberhan Capstin

My Commission Expires: 4-19-2016

**WITNESSES** 

Finted Name: Judith Singh

Printed Name: NEBOURY Pursely

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

#### **AFFIDAVIT**

STATE OF TEXAS
COUNTY OF MONTGOMERY

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

Kunberly ann Capstin

My Commission Expires: 4-19-2016

WITNESSES

Printed Name: Judith Si

Printed Name: ALBURAH FENSEL

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

By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact	By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact 11-17-14
MARUE	BENI OIL & GAS (USA) INC.	PXP OI	FFSHORE LLC
By: Name: Title: Date:	Perry Murphree Chief Operating Officer //-2/-2014 TROLEUM US LLC	Title: Date:	Stephen T. Laperouse Vice President
	TROLLOW 03 ELC	SIAIO	il oga lar ino.
By: Name: Title: Date:			Keith Howell Land Manager
COBAL	T INTERNATIONAL ENERGY, L.P.	EXXON	MOBIL CORPORATION
	Ben Davis Land Manager, Gulf of Mexico	By: Name: Title: Date:	

### **AFFIDAVIT**

STATE OF TEXAS COUNTY OF HARRIS		
Thus done and signed by (erry Hurch Marubeni Oil & Gas (USA) Inc. and on ber directors, in the presence of the undersigned No for the aforementioned State and County, ar witnesses on this 215 day of Member, 2	otary Public, duly commissioned and qua nd in the presence of the undersigned	alified, in and
	Platie Colleen Gray NOTARY PUBLIC	
My Commission Expires: December 30,	2016	
WITNESSES	A	LLEEN GRAY
Printed Name: Robert B. Priestly	December	er 30, 2016
Printed Name: Robert B. Priestly		
Printed Name: Mary & Cooke.		
<u> </u>	<u>AFFIDAVIT</u>	
STATE OF TEXAS COUNTY OF HARRIS		
Thus done and signed by Keith Howell the Land said corporation by authority of its board of di Public, duly commissioned and qualified, in and presence of the undersigned competent witness.	rectors, in the presence of the undersign for the aforementioned State and County	gned Notary y, and in the
	NOTARY PUBLIC	
My Commission Expires:		
WITNESSES		

Printed Name:

Printed Name:

By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact	By: Name: Jim W. Bryan Title: Agent and Attorney-in-Fact Date:
MARUI	BENI OIL & GAS (USA) INC.	PXP OFFSHORE LLC
By: Name: Title: Date:	TROLEUM US LLC	By: Name: Stephen T. Laperouse Title: Vice President Date: 12-1-14  STATOIL USA E&P INC.
By: Name: Title: Date:		By: Name: Keith Howell Title: Land Manager Date:
COBAI	T INTERNATIONAL ENERGY, L.P.	EXXON MOBIL CORPORATION
By: Name: Title: Date:	Ben Davis Land Manager, Gulf of Mexico	By: Name: Title: Date:

#### **AFFIDAVIT**

Wind follows growing the state of the state
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:
<u>AFFIDAVIT</u>
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 limitd 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

Printed Name: \_\_\_\_

By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact		Jim W. Bryan Agent and Attorney-in-Fact
MARUE	BENI OIL & GAS (USA) INC.	PXP OF	FSHORE LLC
By: Name: Title: Date:			Stephen T. Laperouse Vice President
ENI PE	TROLEUM US LLC	STATO	IL USA E&P INC.
By: Name: Title: Date:	Gary F. Clifford Business Development Manager December 5, 2014	Name:	Keith Howell Land Manager
COBAL	T INTERNATIONAL ENERGY, L.P.	EXXON	MOBIL CORPORATION
	Ben Davis	By: Name:	
Title: Date:	Land Manager, Gulf of Mexico	Title: Date:	

## <u>AFFIDAVIT</u>

STATE OF TEXAS COUNTY OF HARRIS	
Thus done and signed by Gara Grand the Petroleum US LLC and on behalf of said limited lial directors, in the presence of the undersigned Notary Pul for the aforementioned State and County, and in the witnesses on this State and County, 2014.	olity company by authority of its board of olic, duly commissioned and qualified, in and
A	NOTARY PUBLIC
My Commission Expires: 6 37 5	AIMEE MUNSON
Printed Name: Rolph Watson	MY COMMISSION EXPIRES  JUNE 27, 2015
Printed Name: Mariley Smyth	·
AFFIDAV	<u>ıπ</u>
STATE OF TEXAS COUNTY OF HARRIS	
	NOTARY PUBLIC
My Commission Expires:	
WITNESSES	
Printed Name:	
Printed Name:	

	Jin W. Bryan Agent and Attorney-in-Fact	By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact
MARUE	BENI OIL & GAS (USA) INC.	PXP OF	FFSHORE LLC
By: Name: Title: Date:			Stephen T. Laperouse Vice President
ENI PE	TROLEUM US LLC	STATO	IL USA E&P INC.
By: Name: Title: Date:		By: Name: Title: Date:	Keith Howell Land Manager  11/24/2014
COBAL	T INTERNATIONAL ENERGY, L.P.	EXXO	MOBIL CORPORATION
By:		By:	
-	Ben Davis Land Manager, Gulf of Mexico	Name: Title: Date:	

## <u>AFFIDAVIT</u>

STATE OF TEXAS COUNTY OF HARRIS		
directors, in the presence of the undersigned	pehalf of said corporation by authority of its board Notary Public, duly commissioned and qualified, in a and in the presence of the undersigned compete	nd
	NOTARY PUBLIC	
My Commission Expires:		
WITNESSES		
Printed Name:		
Printed Name:		
	AFFIDAVIT	
STATE OF TEXAS COUNTY OF HARRIS		
said corporation by authority of its board of Public, duly commissioned and qualified, in an	nd Manager for <b>Statoil USA E&amp;P Inc.</b> and on behalf of directors, in the presence of the undersigned Notared for the aforementioned State and County, and in the sses on this 44 day of Number, 2014.	ry
	MOTARY PUBLIC NOCLO	
My Commission Expires: 1/15/16		
WITNESSES	ESMERALDA WOLLAM MY COMMISSION EXPIRES July 15, 2016	
Printed Name: Jordan Sorrell		
Printed Name: Dow Harry		

## ANADARKO PETROLEUM CORPORATION

#### ANADARKO US OFFSHORE CORPORATION

By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact	By: Name: Title: Date:	JimW. Bryan Agent and Attorney-in-Fact
	BENI OIL & GAS (USA) INC.		FFSHORE LLC
Ву:		By:	
Name:			Stephen T. Laperouse
Title:		Title:	Vice President
Date:		Date:	
ENI PE	TROLEUM US LLC	STATO	DIL USA E&P INC.
Ву:		By:	
Name:		Name:	Keith Howell
Title:		Title:	Land Manager
Date:		Date:	
COBAL	LT INTERNATIONAL ENERGY, L.P.	EXXON	MOBIL CORPORATION
Ву:	11111	Ву:	
Name:	Ben Davis	Name:	
Title:	Land Manager, Gulf of Mexico	Title:	
Date:	11/2/14	Date:	

### <u>AFFIDAVIT</u>

	STATE OF TEXAS COUNTY OF HARRIS	
	directors, in the presence of the undersigned	the for Eni limited liability company by authority of its board of Notary Public, duly commissioned and qualified, in and and in the presence of the undersigned competent , 20
		NOTARY PUBLIC
	My Commission Expires:	
	WITNESSES	
	Printed Name:	
	Printed Name:	
		AFFIDAVIT
	STATE OF TEXAS	ALTIDAVII
	COUNTY OF HARRIS	
Coball Jul	Thus done and signed by 10M ) ( Notice of the undersigned Notary Public aforementioned State and County, and in the this 21st day of MOVEMBOY, 2014.	for corporation by authority of its board of directors, in the c, duly commissioned and qualified, in and for the presence of the undersigned competent witnesses on
		Rhonda Vaudum NOTARY PUBLIC
	My Commission Expires:	
	WITHESSES	RHONDA VAUGHN My Commission Expires June 10, 2016
	Printed Name: Mile Jadide	
	Printed Name: Connie Chance	

## ANADARKO PETROLEUM CORPORATION

#### ANADARKO US OFFSHORE CORPORATION

By: Name: Title: Date:	Jim W. Bryan Agent and Attorney-in-Fact	By: Name: Títle: Date:	Jim W. Bryan Agent and Attorney-in-Fact
MARU	BENI OIL & GAS (USA) INC.	PXP O	FFSHORE LLC
Ву:		Ву:	
Vame:		•	Stephen T. Laperouse
Title:	4-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1		Vice President
Date:	A	Date:	
ENI PE	TROLEUM US LLC	STATO	DIL USA E&P INC.
Зу:		Ву:	
Vame:		Name:	Keith Howell
Title:		Title:	Land Manager
Date:		Date:	
COBAI	LT INTERNATIONAL ENERGY, L.P.	EXXON	MOBIL CORPORATION
	Ben Davis	Name:	D. Mark Fincher
Γitle:	Land Manager, Gulf of Mexico	Title:	Agent and Athrney-in-Fact
Date:		Date:	December 2,2014

### **AFFIDAVIT**

Thus done and signed by	the for
and on behalf of presence of the undersigned Notary	f said corporation by authority of its board of directors, in the Public, duly commissioned and qualified, in and for the in the presence of the undersigned competent witnesses on
	NOTARY PUBLIC
My Commission Expires:	<del></del>
WITNESSES	
Printed Name:	
Printed Name:	
	AFFIDAVIT
STATE OF TEXAS COUNTY OF HARRIS	
presence of the undersigned Notary F	Tricker the Hart and Hibrary in Fact for said corporation by authority of its board of directors, in the Public, duly commissioned and qualified, in and for the in the presence of the undersigned competent witnesses on
My Commission Evoires: 4/24/15	NOTARY PUBLIC JUNIONAL
wiy Commission Expires. 170 17	
WITNESSES Kentt & Bore	JOANN V. OZUNIGA Notary Public, State of T My Commission Expir April 24, 2015
Printed Name: Keith Breiner	

#### 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: <a href="mailto:kimberly.capstin@anadarko.com">kimberly.capstin@anadarko.com</a>.

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

Sincerely,

Anadarko Petroleum Corporation Land Analyst - Offshore GOM

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

colorcony -

## 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: U

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 this is a true copy of the attached

Theren A Robichaux

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 nan	ne (1a d	or 1b) - do not a	bbreviat	te or combine names	i.		
or	1a Organization's Name Anadarko US Offshore Corporation		en en egonografia e disconsissament uso con el	gg y Maria de Ministra de Maria de Mari			The square of th		anne de de la companya de la company
OK	1b Individual's Last Name (and Title of Lineas	ge (e.g. Jr.	Sr., III,	if applicable) F	irst Nan	ne		Middle Name	
1c	Mailing Address		City	***************************************	***************************************		State	Postal Code	Country
	201 Lake Robbins Drive		,	e Woodlan	ds		Texas	77380	USA
7	Tax ID #: SSN or EIN 6-0146568	Add'l info Organiza Debtor:	tion	1e Type of Organizatio Delaware corporatio	m	1f Jurisdiction of Organization		1g Organization	nal ID # if any
2.	Additional debtor's exact full legal name - inser	t only <u>one</u>	debtor	name (2a or 2b	) - do n	ot abbreviate or con	bine names		
OR	2a Organization's Name Exxon Mobil Corporation	THE STATE OF THE S	***************************************		Anna de Mariana de Mar				
011	2b Individual's Last Name (and Title of Linear	ge (e.g. Jr.	, Sr. III)	, if applicable)	First N	ame		Middle Name	
2c	Mailing Address 22777 Springwoods Village I	Parkway	City I	Iouston			State Texas	Postal Code 77389	Country USA
1	2d Tax ID #: SSN or EIN 13-5409005	Add'i info Organiza Debtor:		2e Type of Organizati New Jersey con		2f Jurisdiction of Organization		2g Organizatio	onal ID #, if any
3.	Secured Party's Name (or Name of Total Assign	ee of Assic	nor S/P	) - insert only or	ne secur	red party name (3a o	r 3b)		
	3a Organization's Name Anadarko Petroleum Corporation		e e e e e e e e e e e e e e e e e e e					COM CARAMAN (IN THE	
OR	3b Individual's Last Name (and Title of Linear	ge (e,g. Jr.	, Sr., III	), if applicable	First N	Vame		Middle Name	
	3c Mailing Address 1201 Lake Robbins Drive		City 7	The Woodland	ls		State Texas	Postal Code 77380	Country USA
4.	This FINANCING STATEMENT covers the follo OCS-G 24194, GC 859 OCS-G 24197, GC 903 OCS-G 26346, GC 904; and OCS-G 263								
5a	Check if applicable and attach legal description  The debtor(s) do not have an interest	•		Fixture fi		As-extracted of an owner of recor		Standing tin	mber constituting goods
5b	Owner of real property (if other than named de	btor)							
	Check only if applicable and check only one box  Debtor is a Transmitting Utility. Filing i Filed in connection with a public finance for 30 years  Check only if applicable and check only one to Debtor is a Trust or Trustee acting trust or Decedent's Estate	s Effective se transact	ion. Filir	ng is effective	10.	The space below is	for Filing Of	fice Use Only	
7.	ALTERNATIVE DESIGNATION (If applicable):  CONSIGNEE/CONSIGNOR  SELLER/BUYER  AG. LIEN	T BAILE	E/LESSO E/BAILOI JCC-FILI	R <sup>.</sup>	THE RESERVE THE PROPERTY OF TH				
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	)			11.	CHECK TO REQUE		EPORT(S) ON DEBTO	ors DEBTOR1 DEBTOR2

## UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if because Individual Debtor name did not fit, check here	line 1b was left blank				
18a ORGANIZATION'S NAME					
Anadarko US Offshore Corporation					
of Onside Corporation					
OR 18b. INDIVIDUAL'S SURNAME	W. C. W				
FIRST PERSONAL NAME					
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX				
		THE AROVE SPA	CE IS	FOR FILING OFFICE U	ISE ONLY
19. ADDITIONAL DEBTOR'S NAME: Provide only grie Debtor name (19a or 1	9b) (use exact, full name; do n				
19a. ORGANIZATION'S NAME Eni Petroleum US LLC		Angent compressed the control of the			riorgenicion FFE 20 Million Album FE (1800). No haist also and Arro Arro anna and A
OR 19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD	NOITION	AL NAME(S)/INITIAL(S)	SUFFIX
195. MAILING ADDRESS	CITY	STA	TE F	POSTAL CODE	COUNTRY
1200 Smith Street, Suite 1700	Houston	T	X	77002	USA
20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 2	Ob) (use exact, full name; do n	ot omit, modify, or abbrevia	ate any	part of the Debtor's name)	
20a. ORGANIZATION'S NAME			····		
Statoil USA E&P Inc.					
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADC	NOITIC	AL NAME(S)/INITIAL(S)	SUFFIX
20c. MAILING ADDRESS	CITY	STA		POSTAL CODE	COUNTRY
2103 CityWest Blvd., Suite 800	Houston	T	$\mathbf{X}$	77042	USA
21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 2	1b) (use exact, full name; do n	ot omit, modify, or abbrevia	ate any	part of the Debtor's name)	******
21a. ORGANIZATION'S NAME	***************************************				Mariana (Mariana (Ma
Cobalt International Energy, L.P.					
21b, INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADI	NOITIC	AL NAME(S)/INITIAL(S)	SUFFIX
21c. MAILING ADDRESS	CITY	STA	1	POSTAL CODE	COUNTRY
1980 Post Oak Blvd., Suite 1200	Houston		X	77056	USA
	OR SECURED PARTY	S NAME: Provide only g	me nam	ne (22a or 22b)	
22a. ORGANIZATION'S NAME					
OR 22b. INDIVIDUAL'S SURNAME					Latinguist
220. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADL	DITION	AL NAME(S)/INITIAL(S)	SUFFIX
22a MALINIC ADDITION				DOOTAL OODE	lo a (hera)
22c. MAILING ADDRESS	CITY	STA	TE	POSTAL CODE	COUNTRY
	OR SECURED PARTY	S NAME: Provide only o	ne nan	ne (23a or 23b)	
23a. ORGANIZATION'S NAME					
OR COST (UDDIVISIA OR OUTDIVING					lacrent
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADI	UTHON	AL NAME(S)/INITIAL(S)	SUFFIX
220 MANUAC ADDRESS				5007A 5007	A COLLEGE
23c. MAILING ADDRESS	CITY	STA	ATE	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 18b INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 19 ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (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 196. INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME 19c. MAILING ADDRESS STATE POSTAL CODE COUNTRY CITY 777 North Eldridge, Suite 900 **USA** Houston TX 77079 20. ADDITIONAL DEBTOR'S NAME. Provide only pne 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 ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME 20c. MAILING ADDRESS POSTAL CODE COUNTRY STATE 70508 USA 400 East Kaliste Saloom Road, Ste 1100 LA Lafayette 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 ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME COUNTRY 21c. MAILING ADDRESS POSTAL CODE STATE CITY ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b) ADDITIONAL SECURED PARTY'S NAME OF 22a ORGANIZATION'S NAME OR 22b. INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME POSTAL CODE COUNTRY 22c. MAILING ADDRESS STATE ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b) 23a. ORGANIZATION'S NAME OR 236. INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME POSTAL CODE COUNTRY 23c. MAILING ADDRESS STATE CITY

24. MISCELLANEOUS:

## **PAYMENT REQUEST FORM**

	₹ CHI			FRONIC FL	UNDS TRANSFER (EFT)		
PAYEE:	Terre	ebonne Parish C	lerk of Court	planting of the second	DUE DATE:	12/11/20	14
VENDOF	₹#:	7394280			CASH	***** FFT DAVELENT	TO DECUMPE.
APRT/AI	lternate P	'ayee#				MGMT EFT PAYMENT yments: payee bank, routing	
ADDRES	<b>3S</b> :	P.O. Box 1569		NAME OF THE PROPERTY OF THE PR		on payee letterhead, email o	
		Houma, LA 712	241			nts: Standard Tax Payment	
			Marie Manager of a North White the property of the second		Ollon	HERE for Tax Paymer	IL rempare
CURRE	NCY:	V USD F OT	THERSpe	ecify Curren	AMOUNT:		\$175.00
	ANCE IN ATE OF L		NG - HEIDELBER	RG UNIT			
All su	ipporting irposes.	Indicate confid	n must be attache dential support lo	ocation	ll be scanned. Confiden	k HERE for Special Han Itial documents must I	
	GL		Cost	Activity		Foreign	US Dollar
co	Account 80010040	AFE	Center 40901393	Date	Description Filing Fees	Currency Amt	\$ 175.0
	**************************************			,			\$ 175.0
PREPAI	RED BY:	Kim	Capstin _	PHONE	<b>EXT</b> : 68796	DATE PREPARED	12/9/2014
PMT AF	PROVAL	: Woland	firme	DATE:	12/9/2014 USER	IB1252	user
PMT AP	PROVÁL			DATE:	USER		user
FOR A/	P USE OI	VLY	Martin Control of the				Anna di Languagia di Languagia di Santana di
lnv.#		and the second s			Document#		
FOR TF	REASURY	USE ONLY		andrine singua pari managai kan ina anamana	Credit Cash Nominal	·	
	Foreig	gn Currency Amo	ount	E>	xchange Rate	U.S. Dollar A	Amount
Entered	l by:	material description of the second descripti		A	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 Page 1 of

VENDOR NAME	:	**************************************	/	VENDOR	NO.	CHECK DATE	CHECK NUMBER		AMOUNT
TERREBONNE	PARISH CLERK		emplifiants indepth (Alasanous and an annian and an annian and an annian and an annian and an an an an an an a	0007394	280	12/12/14	02121020		***\$175.00
eference ID	Document #	Gross Amt	Discount Amt	WHTax Amt	Net Am	t Remarks			
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**Anadarko US Offshore Corporation** P.O. Box 1330 - Houston, TX 77251-1330 JPMorgan Chase Bank, N.A. 74-1292 724

CHECK NO.

2121020

DATE 12/12/14

EXACTIV 175dols00cts

AMOUNT ! \*\*\*\$175.00\*

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

AUTHORIZED REPRESENTATIVE (S) OF THE COMPANY

"O 2121020" "O 72412927"

7414002120

## 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.

*Vendo	or Name:	Terrebonne Pa	rish Clerk of Court				
*Vendo	or Number:	7394280	APRT:	*Chec	*Check Amount:		
*Comp	any #:	622-Anadarko	JS Offshore Corporation	ta e managangka sa ina ja e pe sa ja managan Managan ka da managan pengaman minagan sagah pelakuta	*Due Date:	12/11/14	
* Requ	ested by:	Kim Capstin			*Extension:	6-8796	
SAP PI	MS Code		Select o	one of the following optic	ons:		
C2	Name Locati AL X Cash Name	Management to : on: (check appro	send check via Inter-compa  opriate location and fill in office  AHT  Hold Check for Pick-up by:	Extension:	6-8796		
C3	Chec	will NOT be ret		etly to <i>VENDOR</i> . This form i Vendor must have a street a he Payment Tab of FV60		Box!	
C5	Name Locati Gi Ops A Name	con: (check approranite Tower  Acctg - AP to Hole:	opriate location and fill in office Rockies Field Log d Check for Pick-up by:	Extension:	Other		
			CASH MANAGEMEN	IT or OPS ACCTG - AP US	3E		
Ck#			with attachment mailed on			Delivered by	
Ck#			rt'd via I/C mail to		on	VINEUTUSEE VINEUTUSEE (CONTESTE CONTESTE CONTEST	
Ck#			picked up <u>by</u>	Signature	on	Cash Mgmt	

# 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 of	debtor name	e (1a	or 1b) - do not	abbrevia	le or o	combine name:	s.		
1a Organization's Name Anadarko US Offshore Corporation		The state of the s		and the second s		TOPACA ONE THAN SHALL UNROSCHISTORIA	. The state of the		
1b Individual's Last Name (and Title of Lineag	e (e.g. Jr. S	Sr., III,	, if applicable)	First Nar	ne	<del>тако так</del> о под него на посто	- A	Middle Name	
1c Mailing Address		City					State	Postal Code	Country
1201 Lake Robbins Drive	Annameter	The	e Woodlar	ıds			Texas	77380	USA
1d Tax ID #: SSN or EIN 76-0146568	Add'l info r Organization		1e Type of Organizati Delaware corporati			urisdiction of organization	an ghaireann an maineann ann an airean an t-aireann an t-aireann an t-aireann an t-aireann an t-aireann an t-a	1g Organization	nal ID # if any
2. Additional debtor's exact full legal name - insert	only one	debtor			ot abb	reviate or con	nbine names		bases 17 O 17 O
2a Organization's Name Exxon Mobil Corporation					***************************************				
2b Individual's Last Name (and Title of Lineag	e (e.g. Jr.,	Sr. 111)	), if applicable)	First Na	ame			Middle Name	
2c Mailing Address 22777 Springwoods Village P	arkway	City I	Houston				State Texas	Postal Code 77389	Country USA
2d Tax ID #; SSN or EIN	Add'l info r		2e Type of			urisdiction of		2g Organization	onal ID #, if any
13-5409005	Organizati Debtor:	ion	Organiza New Jersey co		1	Organization			None
Secured Party's Name (or Name of Total Assigne	e of Assign	or S/P	P) - insert only o	ne secur	ed par	ty name (3a o	r 3b)		Beautiful and the second of th
3a Organization's Name Anadarko Petroleum Corporation	and the second s	ndir filde e den firmungseller e saadde						mandrasturmente distribution de (UNI) silvassora (UNI) e (UNI)	
3b Individual's Last Name (and Title of Lineag	e (e,g. Jr., :	Sr., III	), if applicable	First N	ame			Middle Name	
3c Mailing Address 1201 Lake Robbins Drive		City 7	The Woodlan	ds			State Texas	Postal Code 77380	Country USA
4. This FINANCING STATEMENT covers the follow OCS-G 24194, GC 859 OCS-G 24197, GC 903 OCS-G 26346, GC 904; and OCS-G 263				i		, <del></del>			
5a Check if applicable and attach legal description of The debtor(s) do not have an interest of	of real prope of record in	erty: the re	Fixture f	iling er name	of an o	As-extracted owner of record		Standing tim	ber constituting goods
5b Owner of real property (if other than named deb	otor)						<sub>republik</sub> an an naka saka Jawa na naka pasa na maga mpa ama manaha.		
6a Check only if applicable and check only one box  Debtor is a Transmitting Utility. Filing is Filed in connection with a public finance for 30 years  6b Check only if applicable and check only one box Debtor is a Trust or Trustee acting with trust or Decedent's Estate	transaction	n. Fillin	ig is effective	10.	The s	pace below is	for Filing Off	ice Use Only	
7. ALTERNATIVE DESIGNATION (If applicable):  CONSIGNEE/CONSIGNOR SELLER/BUYER AG. LIEN	LESSEE/L BAILEE/B NON-UC	BAILOF	3						
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				11.		HECK TO REQUES		EPORT(S) ON DEBTOR	RS DEBTOR1 DEBTOR2

### UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if because Individual Debtor name did not fit, check here	line 1b was left blank			
18a. ORGANIZATION'S NAME				
Anadarko US Offshore Corporation				
OR				
18b. INDIVIDUAL'S SURNAME				
FIRST PERSONAL NAME				
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX			
			CE IS FOR FILING OFF	
19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 1	9b) (use exact, full name; do not	omit, modify, or abbrevia	te any part of the Debtor's	name)
19a. ORGANIZATION'S NAME Eni Petroleum US LLC				
OR 19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	JADD	ITIONAL NAME(S)/INITIAL	(S) SUFFIX
19c. MAILING ADDRESS	CITY	STA	1	COUNTRY
1200 Smith Street, Suite 1700	Houston	T		USA
20. ADDITIONAL DEBTOR'S NAME: Provide only png Debtor name (20a or 2 20a. ORGANIZATION'S NAME	0b) (use exact, full name; do no	t omit, modify, or abbrevia	te any part of the Debtor's	name)
Statoil USA E&P Inc.				
OR 20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD	ITIONAL NAME(S)/INITIAL	(S) SUFFIX
20c. MAILING ADDRESS 2103 City West Rivel Spite 200	CITY	STA		COUNTRY
2103 CityWest Blvd., Suite 800	Houston	T	77042	USA
	Houston	T	77042	USA
2103 CityWest Blvd., Suite 800  21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 2 21a, ORGANIZATION'S NAME  Cobalt International Energy, L.P.	Houston	T	77042	USA
2103 CityWest Blvd., Suite 800  21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 2 21a, ORGANIZATION'S NAME	Houston	T2 omit, modify, or abbrevia	77042	USA
2103 CityWest Blvd., Suite 800  21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 2 21a. ORGANIZATION'S NAME  Cobalt International Energy, L.P.  21b. INDIVIDUAL'S SURNAME	Houston  1b) (use exact, full name; do not FIRST PERSONAL NAME	To omit, modify, or abbrevia	te any part of the Debtor's intronal NAME(S)/INITIAL	USA name) (S) SUFFIX
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2103 CityWest Blvd., Suite 800  21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 2)  21a. ORGANIZATION'S NAME  Cobalt International Energy, L.P.  21b. INDIVIDUAL'S SURNAME  21c. MAILING ADDRESS  1980 Post Oak Blvd., Suite 1200	Houston  1b) (use exact, full name; do not  FIRST PERSONAL NAME  CITY  Houston	Tomit, modify, or abbrevia	te any part of the Debtor's in	USA name)  (S) SUFFIX
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2103 CityWest Blvd., Suite 800  21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 2)  21a. ORGANIZATION'S NAME  Cobalt International Energy, L.P.  21b. INDIVIDUAL'S SURNAME  21c. MAILING ADDRESS  1980 Post Oak Blvd., Suite 1200  22. ADDITIONAL SECURED PARTY'S NAME of ASSIGNO 222a. ORGANIZATION'S NAME	Houston  1b) (use exact, full name; do not  FIRST PERSONAL NAME  CITY  Houston	and and the state of the state	te any part of the Debtor's in	USA  name)  (S) SUFFIX  COUNTRY USA
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210.3 CityWest Blvd., Suite 800  21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 2 21a. ORGANIZATION'S NAME  Cobalt International Energy, L.P.  21b. INDIVIDUAL'S SURNAME  21c. MAILING ADDRESS  1980 Post Oak Blvd., Suite 1200  22. ADDITIONAL SECURED PARTY'S NAME of ASSIGNO 22a. ORGANIZATION'S NAME  OR  22b. INDIVIDUAL'S SURNAME	Houston  1b) (use exact, full name; do not  FIRST PERSONAL NAME  CITY  Houston  DR SECURED PARTY'S  FIRST PERSONAL NAME	ADD STA T2 NAME: Provide only or	to any part of the Debtor's of	(S) SUFFIX COUNTRY USA
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2103 CityWest Blvd., Suite 800  21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 2)  21a. ORGANIZATION'S NAME  Cobalt International Energy, L.P.  21b. INDIVIDUAL'S SURNAME  21c. MAILING ADDRESS  1980 Post Oak Blvd., Suite 1200  22. ADDITIONAL SECURED PARTY'S NAME of ASSIGNO 22a. ORGANIZATION'S NAME  OR  22b. INDIVIDUAL'S SURNAME  22c. MAILING ADDRESS  23. ADDITIONAL SECURED PARTY'S NAME of ASSIGNO 23a ORGANIZATION'S NAME	Houston  1b) (use exact, full name; do not  FIRST PERSONAL NAME  CITY  Houston  DR SECURED PARTY'S  FIRST PERSONAL NAME  CITY  DR SECURED PARTY'S	ADD STA NAME: Provide only or	te any part of the Debtor's in	USA  name)  (S) SUFFIX  COUNTRY  USA  (S) SUFFIX  COUNTRY
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210. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 2 21a, ORGANIZATION'S NAME  Cobalt International Energy, L.P.  21c. MAILING ADDRESS  1980 Post Oak Blvd., Suite 1200  22. ADDITIONAL SECURED PARTY'S NAME QI ASSIGNO 22a ORGANIZATION'S NAME  OR  22b. INDIVIDUAL'S SURNAME  22c. MAILING ADDRESS  23. ADDITIONAL SECURED PARTY'S NAME QI ASSIGNO 23a ORGANIZATION'S NAME  OR  23b. INDIVIDUAL'S SURNAME	Houston  1b) (use exact, full name; do not  FIRST PERSONAL NAME  CITY  Houston  DR SECURED PARTY'S  FIRST PERSONAL NAME  CITY  PR SECURED PARTY'S  FIRST PERSONAL NAME	ADD STA T2 NAME: Provide only gr ADD STA ADD ADD ADD ADD ADD ADD ADD ADD ADD A	to any part of the Debtor's in	(S) SUFFIX  COUNTRY USA  (S) SUFFIX  COUNTRY  COUNTRY

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 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. 19b. INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME 19c. MAILING ADDRESS STATE POSTAL CODE COUNTRY CITY 777 North Eldridge, Suite 900 TX 77079 USA Houston 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 SUFFIX ADDITIONAL NAME(S)/INITIAL(S) FIRST PERSONAL NAME 20c MAILING ADDRESS STATE POSTAL CODE COUNTRY CITY 400 East Kaliste Saloom Road, Ste 1100 LA 70508 USA Lafayette 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 SUFFIX ADDITIONAL NAME(S)/INITIAL(S) FIRST PERSONAL NAME POSTAL CODE COUNTRY 21c. MAILING ADDRESS STATE CITY ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b) 22a. ORGANIZATION'S NAME OR 226 INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) FIRST PERSONAL NAME SUFFIX 22c, MAILING ADDRESS POSTAL CODE COUNTRY STATE ADDITIONAL SECURED PARTY'S NAME OF ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b) 23a ORGANIZATION'S NAME OR 23b. INDIVIDUAL'S SURNAME SUFFIX FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S)

24. MISCELLANEOUS:

23c. MAILING ADDRESS

POSTAL CODE

STATE

COUNTRY