

LATHAM & WATKINS LLP

VIA FEDEX

August 14, 2025

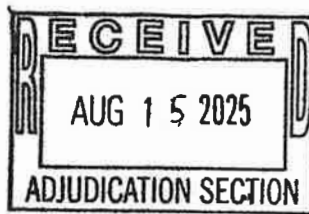
BOEM

Attn: Adjudication

Gulf of Mexico OCS Region

1201 Elmwood Park Boulevard

New Orleans, LA 70123-2394



811 Main Street, Suite 3700
Houston, TX 77002
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File No. 049275-0159

Re: Non-Required Filing – Mortgage

Leases: OCS-G: 15019; 15024; 16004; 16042

Dear Sir or Madam:

Enclosed please find two copies of an Amendment and Supplement to Act of Mortgage, Assignment, Security Agreement and Financing Statement dated March 29, 2019 by and between Poseidon Oil Pipeline Company, L.L.C., as Mortgagor and Wells Fargo Bank, National Association, as Mortgagee (the "Amendment"). This Amendment is connected to a security interest that covers the above-referenced leases.

Please file the Amendment as a **non-required Category 1** document in the Federal Lease Records. Once it has been filed, please return the duplicate stamped copies and this receipt letter to my attention in the enclosed self-addressed Federal Express return envelope.

Also enclosed is a receipt evidencing payment of the required online filing fees via Pay.Gov.

Regards,

A handwritten signature in blue ink, appearing to read "Bradley Parkman".

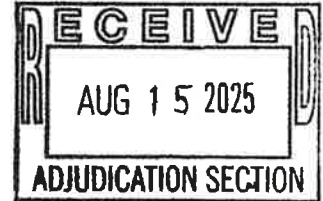
Bradley Parkman
LATHAM & WATKINS LLP

Enclosures

Vermilion Parish, LA Recording Page



Diane Meaux Broussard
Clerk of Court
100 N. State Street
ABBEVILLE LA 70510
PHONE: (337) 898-1992 FAX: (337) 898-9803



First VENDOR

POSEIDON OIL PIPELINE CO LLC

First VENDEE

WELLS FARGO BANK NATIONAL ASSOCIATION

Book: MO

Instrument Number: 2019002688

Instrument Type: AMEND

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 Vermilion Parish, LA

Diane Meaux Broussard
Clerk of Court

On (Recorded Date): 04/15/2019

At (Recorded Time): 10:32AM

Doc ID: 1043600



CLERK OF COURT
DIANE MEAUX BROUSSARD
VERMILION PARISH, LA

I certify that this is a true copy of the attached document that was filed for registry and
Recorded 04/15/2019 at 10:32AM
File Number 2019002688

Lori Dettl
Deputy Clerk

[Louisiana]

**AMENDMENT AND SUPPLEMENT TO
ACT OF MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT
AND FINANCING STATEMENT**

BE IT KNOWN, that effective on the 29th day of March, 2019,

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

PERSONALLY CAME AND APPEARED:

POSEIDON OIL PIPELINE COMPANY, L.L.C., a Delaware limited liability company, whose last four digits of its federal taxpayer identification number are 2832 and whose address is 919 Milam Street, Suite 2100, Houston, TX, 77002, represented herein by the undersigned officer; and

WELLS FARGO BANK, NATIONAL ASSOCIATION, whose mailing address is 1000 Louisiana Street, 8th Floor, Houston, Texas 77002, MAC T0002-090, represented herein by its undersigned duly authorized representative;

who, after being duly sworn, executed this Amendment and Supplement to Act of Mortgage, Assignment, Security Agreement and Financing Statement and declared and acknowledged as set forth below:

Recitals:

A. Reference is made to that certain ACT OF MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT, dated effective as of April 20, 2011, from POSEIDON OIL PIPELINE COMPANY, L.L.C., a Delaware limited liability company (the "Mortgagor"), to BNP Paribas, as amended by that certain MEMORANDUM OF ASSIGNMENT OF LIENS AND SECURITY INTERESTS (POSEIDON OIL PIPELINE COMPANY, L.L.C.), dated effective as of June 1, 2012, by and among Mortgagor, BNP Paribas, as assignor, and Wells Fargo Bank, National Association, as assignee (as successor to BNP Paribas, together with any successors and assigns in such capacity, the "Mortgagee"), as more particularly described on Exhibit A attached hereto (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Mortgage").

B. The Existing Mortgage secures certain obligations of Mortgagor under that certain Amended and Restated Credit Agreement, dated as of February 27, 2015 (the "Existing Credit Agreement"), by and among the Mortgagor, the Mortgagee and the lenders party thereto from time to time.

C. Mortgagor, Mortgagee and the lenders party thereto have entered into that certain Second Amended and Restated Credit Agreement, dated as of March 29, 2019 (the "Credit Agreement"), which amends and restates the Existing Credit Agreement in its entirety.

D. To comply with the conditions to the effectiveness of the Credit Agreement, Mortgagor and Mortgagee desire to execute this instrument (this "Amendment"; the Existing Mortgage as modified by this Amendment, the "Mortgage") in order to modify and supplement the Existing Mortgage as set forth herein.

Amendment:

NOW, THEREFORE, to secure payment of the secured indebtedness, and the performance of the obligations, covenants, agreements, warranties and undertakings contained herein or in the Existing Mortgage, and in consideration of good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have agreed and do hereby agree as follows:

1. Defined Terms. Terms used in this Amendment and defined in the Existing Mortgage shall have the same meanings given them in the Existing Mortgage when used in this Amendment unless otherwise defined in this Amendment.

2. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Mortgage) and the performance of the covenants and obligations of Mortgagor contained in the Mortgage, Mortgagor does by these presents hereby specially MORTGAGE, AFFECT, PLEDGE and HYPOTHECATE and grant a continuing security interest unto and in favor of Mortgagee, for its benefit and the ratable benefit of the Secured Parties, in and to the Mortgaged Property (as defined in the Mortgage) on the terms and conditions set forth in the Mortgage.

3. Amendments to Existing Mortgage.

(a) Whenever referred to in the Mortgage, "Credit Agreement" shall mean the Credit Agreement (as defined herein), as may be further amended, restated, supplemented or otherwise modified from time to time, including, without limitation, any modification changing the amount, the maturity date, the interest rate or other terms of the Loans, the Lender Indebtedness or the Obligations or giving notice of any such changes.

(b) Whenever referred to in the Existing Mortgage or this Amendment, each reference in the Existing Mortgage to "this Mortgage", "hereof", "herein", "hereby" or words of like import and each reference to the "Mortgage" shall mean the Existing Mortgage, as amended and supplemented by this Amendment and as may be further amended, restated, supplemented or otherwise modified from time to time.

(c) Section 1.01(b) of the Existing Mortgage is hereby amended and restated in its entirety as follows:

"All of Mortgagor's rights, titles, interests and estates (whether now owned or hereafter acquired by operation of law or otherwise) in and to the pipeline system located on, under and

across the Lands, as more particularly illustrated on Exhibit A-2, together with the pipeline system described on Exhibit A-2 (collectively, the "Pipeline System"), and all of the rights of way, easements, servitudes, licenses, permits, privileges, franchises, leases, leaseholds, subleases, agreements, contracts, contract rights, tenements and appurtenances and other surface and subsurface rights (including all renewals, extensions, amendments, corrections, counterparts and ratifications thereof and substitutions and replacements therefor) affecting the Lands or the Pipeline System, together with any and all fixtures, improvements, equipment, surface or subsurface machinery, facilities, supplies, replacement parts, vehicles of every description, all process control computer systems and equipment or other property of any kind or nature whatsoever situated on or used in connection with the Lands, the Pipeline System or any of the foregoing (including, without limitation, all buildings, structures, machinery, gas processing plants, stations, substations, pumps, pumping stations, meter houses, metering stations, regulator houses, ponds, tanks, scrapers and scarper traps, pipelines, flow lines, gathering lines, compressors, separators, fittings, valves, connections, meters, tanks, regulators, controls, panels, power facilities, drips, pumps, pumping units, pumping stations, storage or tankage facilities, engines, pipes, gates, appliances, connections, cathodic or electrical protection equipment, fences, buildings and power, telephone and telegraph lines, electrical power lines, poles, wires, casings, radio towers), and any other rights, titles, interests or estates in the Lands, the Pipeline System or any of the foregoing, owned or claimed by Mortgagor and used in connection with the Pipeline System of which the foregoing Properties, immovable/real, movable/personal and mixed, are a part;"

(d) Section 1.01(d) of the Existing Mortgage is hereby amended and restated in its entirety as follows:

"(d) All of Mortgagor's interest in and rights under (whether now owned or hereafter acquired by operation of law or otherwise) any purchase or sale agreement, connection agreement, transportation agreement or other commercial or operating agreement affecting or related to the Lands or the Pipeline System (including, without limitation, the agreements described or referred to on Exhibit B hereto) and in each case as the same may be amended, amended and restated, supplemented or modified from time to time;"

(e) Section 1.01(e) of the Existing Mortgage is hereby amended and restated in its entirety as follows:

"All of Mortgagor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to all equipment, improvements, materials, inventory, supplies, fixtures, goods and other Property, immovable/real or movable/personal, corporeal or incorporeal (including, without limitation, all tanks, pipe, pipelines, flow lines, gathering lines, compressors, separators, meters, valves, controls, panels, power facilities, drips, gates, appliances, connections, cathodic protection equipment, buildings, and power, telephone and telegraph lines) which are now or hereafter used, or held for use, in connection with the Properties described in clauses (a), (b), (c) and (d) above, or in connection with the operation of such Properties, or in connection with the treating, handling, transporting or marketing of Hydrocarbons transported through the Pipeline System, and all accessions and appurtenances thereto and all renewals or replacements thereof or substitutions therefor;"

(f) Section 1.01(h) of the Existing Mortgage is hereby amended by replacing the reference to "(f)" therein with a reference to "(g)".

(g) Section 1.01 of the Existing Mortgage is hereby amended by amending and restating the last two paragraphs at the end thereof as follows:

"LESS AND EXCEPT and reserving to Mortgagor (x) any and all portions of the above described Property, including, without limitation, rights of way, easements, servitudes, leases and permits, which Mortgagor cannot grant a Lien on or security interest in without the prior consent of the party or parties (or such party's or parties' predecessors in title) from whom Mortgagor acquired such Property, which prior consent has not been received and (y) any and all personal property to the extent that any consent is required for the grant of a Lien thereon or a security interest therein and such consent has not been obtained, in each case, other than to the extent that any such term or provision would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable law (including any debtor relief law or principle of equity); provided that to the extent that such property is excluded from Mortgaged Property due to Mortgagor's failure to obtain consent as described above, Mortgagor shall use commercially reasonable efforts to obtain such consent and upon the receipt of such consent, the Lien and security interest granted herein shall automatically attach on such property; provided that Mortgagor shall deliver such instrument as may be reasonably requested in connection with such attachment. Mortgagor agrees that it will not, without the prior written consent of Mortgagee, alienate or encumber in favor of any other party any portion of the above described Property as to which such consents cannot be obtained, except as otherwise expressly permitted by the Credit Agreement.

Mortgagor hereby agrees in favor of Mortgagee that it will not mortgage, sell, or hypothecate the Mortgaged Property or any portion thereof to the detriment of this Mortgage.

Notwithstanding any provision in this Mortgage or in any other Loan Document to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Laws (as defined below)) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Laws) (each, an **"Excluded Building"**) included in the definition of Mortgaged Property; provided, that the exclusion of Excluded Buildings from the definition of "Mortgaged Properties" shall not be construed as excluding from such definition any other Mortgaged Property that is located in, on or adjacent to such Excluded Buildings. As used herein, **"Flood Insurance Laws"** means (a) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (b) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (c) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, (d) the Flood Insurance Reform Act of 2004, (e) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto and (f) any regulations promulgated under any of the foregoing."

(h) Sections 1.01, 1.02, 1.03(b), 1.03(c), 1.03(d), 1.06, 4.02, 4.06, 4.18 and 5.15 of the Existing Mortgage are hereby amended by replacing any reference to "Lender" or "Lenders", as applicable, with a reference to "Secured Party" or "Secured Parties", respectively.

(i) Section 1.03(a) of the Existing Mortgage is hereby amended and restated in its entirety as follows:

“(a) Payment of and performance of any and all indebtedness, obligations and liabilities of Mortgagor arising out of or under the Credit Agreement, whether now existing or hereafter arising, by acceleration or otherwise, including without limitation, the indebtedness evidenced by any notes which have been or may be issued by Mortgagor payable to the order of the respective Lenders, and all other notes given in substitution therefor or in modification, renewal or extension thereof, in whole or in part (such notes, as from time to time supplemented, amended or modified and all other notes given in substitution therefor or in modification, renewal or extension thereof, in whole or in part, including, without limitation, any assignment of all or a portion of such notes from the Lenders to another financial institution pursuant to the Credit Agreement being hereafter called the “Notes”).”

(j) Section 1.03(e) of the Existing Mortgage is hereby amended and restated in its entirety as follows:

“(e) Any and all “Lender Indebtedness” as defined in the Credit Agreement.”

(k) Section 1.03 of the Existing Mortgage is hereby amended by adding a new clause (f) as follows:

“(f) All renewals, extensions and modifications of indebtedness described, referred to or mentioned in paragraphs (a) through (e) above, and all substitutions therefor, in whole or in part.”

(l) The first paragraph following Section 1.03(e) of the Existing Mortgage is hereby amended and restated in its entirety as follows:

“For the avoidance of doubt, the term “Obligations” as used herein shall mean and include the Credit Agreement and all other indebtedness and obligations described therein and/or referred to or mentioned in paragraphs (a) through (f), inclusive, of this Section 1.03.”

(m) Section 1.03 of the Existing Mortgage is hereby amended by amending and restating the final paragraph thereof in its entirety as follows:

“The total amount of obligations and advances secured hereby may decrease or increase from time to time, but at no time shall the total amount of obligations and advances secured hereby exceed the sum of \$550,000,000, which is the maximum secured amount secured by this Mortgage.”

(n) Section 2.03 of the Existing Mortgage is hereby amended by replacing the reference to “Section 2.05(c)” therein with a reference to “Section 2.05(d)”.

(o) Section 4.10 of the Existing Mortgage is hereby amended by replacing any reference to “ant Lender” or “any Lender” with a reference to “any Secured Party.”

(p) Section 5.04 of the Existing Mortgage is hereby amended by replacing any reference to "BNP Paribas" with a reference to "Wells Fargo Bank, National Association."

(q) The page immediately following the signature page is hereby amended by (i) replacing the reference to "1100 Louisiana" with a reference to "919 Milam, Suite 2100" and (ii) amending and restating the reference to "BNP Paribas" and the related address in its entirety as follows:

"WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent
1000 Louisiana Street
8th Floor
Houston, Texas 77002

(r) Section 3 of Exhibit "A-1" of the Existing Mortgage is hereby amended by replacing the reference to "(Segment No. 10903)" with a reference to "(Segment No. 12470)".

(s) Exhibit "A-1" of the Existing Mortgage is hereby amended and supplemented by adding new Sections 4, 5, 6, 7, and 8 thereto as follows:

4. **"Pipeline Right-of-Way No. OCS-G 18837 (Segment No. 11614)** – a 16-inch pipeline to transport oil from a flange connection with Segment No. 11615 in Block 260, Lease OCS-G 7462, through Blocks 216, 172, 128, 84, and 85, all in the Garden Banks Area, through Block 204, to Mobil Exploration and Producing Southeast Inc.'s Platform A in Block 205, all in the South Marsh Island Area. (90,475 feet/ 17.1360 miles)
5. **Pipeline Right-of-Way No. OCS-G 21511 (Segment No. 12508)** - an 8 5/8-inch pipeline to transport oil from Anadarko Petroleum Corporation's Platform A in Block 346, Lease OCS-G 14482, through blocks 347 and 366, to a subsea tie-in with Poseidon Oil Pipeline Company LLC's 20-inch pipeline (Right-of-way OCS-G 15024, segment number 10597), in Block 369 (unlease), all in the Eugene Island Area. (33,783 feet/ 6.3985 miles).
6. **Pipeline Right-of-Way No. OCS-G 25328 (Segment No. 14464)** - A pipeline right-of-way 200-feet in width for the operation and maintenance of a 14-inch pipeline to transport oil from an end-to-end connection with Segment No. 14352 in Green Canyon Block 250, through Green Canyon Area Blocks 249, 205, 204, 160, 116, 72, 71, and 27, Ewing Bank Area Blocks 997, 996, 952, 951, 950, and 906, South Timbalier Block 316, and Ship Shoal Block 355, to Ship Shoal Block 332 "B". Front Runner Project. (189,101 feet/ 35.8157 miles).
7. **Pipeline Right-of-Way No. OCS-G 28366 (Segment No. 17176)** - Pipeline Right-of-way (ROW) OCS-G 28366 is a 200-foot wide and approximately 0.42 miles (2,217') long corridor associated with the bidirectional 12-inch pipeline Segment No. 17176. The purpose of pipeline ROW OCS-G 28366 is to maintain and operate PSN 17176 and to transport oil from Platform A to a 20-inch subsea tie-in, all located in South Marsh Area Block 205.

8. **Pipeline Right-of-Way No. OCS-G 29155 (Segment No. 18659)** - Pipeline Right-of-way (ROW) OCS-G 29155 is a 200-foot wide and approximately 1.43 miles (7,546') long corridor associated with the 6-inch Pipeline Segment No. 18659. The purpose of the pipeline ROW OCS-G 29155 is to maintain and operate PSN 18659 and to transport supply gas from a subsea tie-in in Block 204 to Platform A in Block 205, all located in South Marsh Island Area."

(t) The section titled "Phase II – Poseidon Phase II" contained in Exhibit "A-2" to the Existing Mortgage is hereby amended by replacing the reference to "Segment No. 10903" with a reference to "Segment No. 12470".

(u) The section titled "Mahogany Oil Pipeline" contained in Exhibit "A-2" to the Existing Mortgage is hereby amended by amending and restating the last paragraph therein as follows:

"Beginning at a check valve upstream of the launcher on a new platform located at Block 349, Platform A, Ship Shoal Area, South Addition; Thence in a Southerly direction to a subsea interconnect assembly on the Poseidon 20-inch Phase I Trunk Line (Route B) Pipeline in Block 359, Ship Shoal Area, South Addition."

(v) The section titled "Lobster Oil Pipeline" contained in Exhibit "A-2" to the Existing Mortgage is hereby amended and restated in its entirety as follows:

"Lobster Oil Pipeline

OCS-G-14264
Segment No. 11269

A 16" crude oil pipeline approximately 33.76 miles in length, more particularly described as follows:

Beginning at Marathon Oil Company's Platform A in Block 873, across Blocks 872, 871, 827, and 783 Ewing Bank, across Blocks 290, 291, 280, 279, 264, 265, 250, 249, 238, 220, 211, and 212 subsea tie-in to 24" at ST 212 South Timbalier Area, South Addition."

4. Ratification, Reconfirmation. The Mortgage is hereby ratified, restated, adopted, confirmed and renewed, except to the extent of any releases in writing by the Mortgagee, or its predecessor, which were delivered to Mortgagor prior to or contemporaneously with the date hereof. All representations, warranties and covenants of Mortgagor in the Existing Mortgage are hereby repeated, remade, ratified, adopted and incorporated herein by this reference for the benefit of Mortgagee, or as applicable of the properties secured by the Existing Mortgage, on and as of the date hereof.

5. [Intentionally Deleted].

6. Effect of Modification. Except as expressly amended hereby, the Existing Mortgage shall remain in full force and effect with respect to all of the Mortgaged Property. Except as expressly provided herein, nothing in this Amendment releases any right, claim, lien, security interests or entitlement of Mortgagee created by or contained in the Existing Mortgage or releases Mortgagor from any covenant, warranty or obligation created by or contained in the Existing Mortgage, and all covenants, warranties, obligations and other terms of the Existing Mortgage, as amended by previous amendments and as amended hereby, are applicable to all properties secured by the Mortgage.

7. Counterparts. This Amendment may be executed in several counterparts, all of which are identical. All of such counterparts together shall constitute one and the same instrument. In this regard, each of the parties hereto acknowledges that a counterpart of this Amendment containing a set of counterpart execution pages reflecting the execution of each party hereto shall be sufficient to reflect the execution of this Amendment by each party hereto and shall constitute one instrument.

8. Successors and Assigns. The terms, provisions, covenants, representations, indemnifications and conditions hereof shall be binding upon Mortgagor, and the successors and assigns of Mortgagor, and shall inure to the benefit of Mortgagee and the Secured Parties and their respective successors and assigns. All references in this Amendment to Mortgagor or Mortgagee shall be deemed to include all successors and assigns.

9. Governing Law. This Amendment shall be construed and enforce in accordance with and governed by the laws of the State of Louisiana.

10. Appearance, Resolutions. For purposes of Louisiana law, including but not limited to the availability of executory process, Mortgagor has appeared on this date before the undersigned Notary Public and witnesses in order to execute this Amendment. Mortgagor attaches hereto as Annex I, certified resolutions of its members authorizing the execution and delivery of this Amendment.

11. Paraph. Mortgagor acknowledges that no promissory note or other instrument has been presented to the undersigned Notary Public to be paraphed for identification herewith.

[Signature Pages follow]

THUS DONE AND PASSED this 29th day of March, 2019, to be effective as set forth above, in my presence and in the presence of the undersigned competent witnesses who hereunto sign their names with Mortgagor and me, Notary, after a due reading of the whole.

WITNESSES:

MORTGAGOR:

Liz Prince

POSEIDON OIL PIPELINE COMPANY,
L.L.C.

Printed Name: Liz Prince

Kristina Roten

By: R. V. Deere
Name: Robert V. Deere
Title: Chief Financial Officer

Printed Name: Kristina Roten

Sheila Pavlica
NOTARY PUBLIC

Name: Sheila Pavlica

Commission number: 128335979

My commission expires:

07/22/2022

[SEAL]



THUS DONE AND PASSED this 28 day of March, 2019, to be effective as set forth above, in my presence and in the presence of the undersigned competent witnesses who hereunto sign their names with Mortgagee and me, Notary, after a due reading of the whole.

WITNESSES:

J. Christopher Lyons
Printed Name: J. Christopher Lyons
Managing Director

Emily Board
Printed Name: Emily Board
Vice President

MORTGAGEE:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: Andrew Ostrov
Name: Andrew Ostrov
Title: Director

Carolyn Plant
NOTARY PUBLIC

Name: Carolyn Plant
Commission number: 4221728

My commission expires:

8-9-2020

[SEAL]

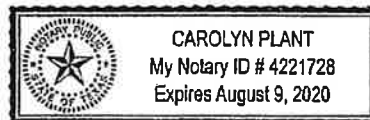


EXHIBIT A

1. Act of Mortgage, Assignment, Security Agreement and Financing Statement from Poseidon Oil Pipeline Company, L.L.C., to BNP Paribas, as Administrative Agent, dated effective as of April 20, 2011, filed as follows:

Cameron Parish, LA	#322309	April 26, 2011
Iberia Parish, LA	#2011-00004184; Book 1431; Page 32	April 26, 2011
Lafourche Parish, LA	#1111514; MOB 1487; Page 380	April 26, 2011
St. Mary Parish, LA	#310120; Book 1278; Page 665	April 26, 2011
Terrebonne Parish, LA	#1372376; Book 2364; Page 335	April 27, 2011
Vermilion Parish, LA	#21104451	April 26, 2011
Bureau of Ocean Energy Management, Regulation and Enforcement	N/A	April 25, 2011

2. Memorandum of Assignment of Liens and Security Interests (Poseidon Oil Pipeline Company, L.L.C.) by and among Poseidon Oil Pipeline Company, L.L.C., BNP Paribas and Wells Fargo Bank, N.A., as Administrative Agent, dated effective as of June 1, 2012, filed as follows:

Cameron Parish, LA	#326992	August 27, 2012
Iberia Parish, LA	#2012-00009771	August 27, 2012
Lafourche Parish, LA	#1140682; Book 1487; Page 380	September 6, 2012
St. Mary Parish, LA	#314175	August 27, 2012
Terrebonne Parish, LA	#1408019	September 6, 2012
Vermilion Parish, LA	#2012-008136	August 27, 2012
Bureau of Ocean Energy Management, Regulation and Enforcement	N/A	

ANNEX I

**CERTIFICATE AND RESOLUTIONS OF
POSEIDON OIL PIPELINE COMPANY, L.L.C.**

I, the undersigned hereby certify that I am the Secretary of POSEIDON OIL PIPELINE COMPANY, L.L.C., a Delaware limited liability company (the "Company"), with offices at 919 Milam Street, Suite 2100, Houston, Texas 77002.

I further certify that attached hereto as Annex I-A are true and correct copies of resolutions adopted by the members of the Company by unanimous written consent dated March 21, 2019, and such resolutions have not been amended, modified or rescinded.

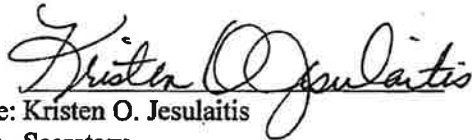
IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Company on this 29 day of March, 2019.

POSEIDON OIL PIPELINE COMPANY, L.L.C.

By:

Name: Kristen O. Jesulaitis

Title: Secretary



ANNEX I-A

Unanimous Written Consent of the Members

[see attached]



Execution Version

**UNANIMOUS WRITTEN CONSENT
OF THE MEMBERS OF
POSEIDON OIL PIPELINE COMPANY, L.L.C.**

March 21, 2019

The undersigned, being all the Members of Poseidon Oil Pipeline Company, L.L.C., a Delaware limited liability company (the "Company"), do hereby consent to the adoption of the following resolutions:

WHEREAS Company will be refinancing the Company's existing revolving credit facility.

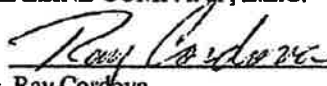
WHEREAS Company approves of the refinancing based on discussions held with partners and the banks by Genesis Energy L.L.C. for a term of five years.

RESOLVED, that the Company hereby directs Genesis Energy L.L.C., on behalf of the Company, to syndicate for the Company's final execution a Revolving Credit Agreement (the "Agreement") containing substantially the terms and provisions as those set forth in the attached Exhibit A. Said Agreement is to be dated and effective on or around March 28, 2019;

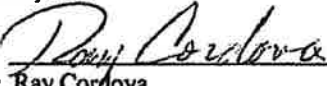
FURTHER RESOLVED, that upon completion of the syndication of the Agreement for the refinancing the officers of the Company are authorized to, and shall execute and enter into and deliver the Agreement and the other definitive financing documents to the facility.

IN WITNESS WHEREOF, the undersigned have set their hands effective as of March 21, 2019.

POSEIDON PIPELINE COMPANY, L.L.C.

By: 
Printed Name: Ray Cordova
Title: Member Representative Genesis

GEL POSEIDON, LLC

By: 
Printed Name: Ray Cordova
Title: Member Representative Genesis

Shell Midstream Operating LLC

By: Shell Midstream Partners LP,
Its sole member

By: Shell Midstream Partners GP LLC
Its general partner

By:

Printed Name: Usha Desai Valade

Title: Member Representative Shell

EXHIBIT A
POSEIDON OIL PIPELINE COMPANY, L.L.C.

**\$225,000,000 SENIOR SECURED
REVOLVING CREDIT FACILITY**

SUMMARY OF PROPOSED TERMS AND CONDITIONS

Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in that certain Amended and Restated Credit Agreement, dated as of February 27, 2015, among Poseidon Oil Pipeline Company, L.L.C., the Lenders party thereto and Wells Fargo Bank, National Association, as administrative agent (as amended, the "Existing Agreement").

Borrower: Poseidon Oil Pipeline Company, L.L.C., a Delaware limited liability company (the "Borrower").

Joint Lead Arrangers: Wells Fargo Securities, LLC (the "Lead Arranger"), ABN AMRO Capital USA LLC, BMO Capital Markets Corp., DNB Markets, Inc., and Sumitomo Mitsui Banking Corporation (in such capacity, collectively, the "Joint Lead Arrangers").

Administrative Agent, Issuing Bank and Swingline Lender: Wells Fargo Bank, National Association ("Wells," and in any such capacity, the "Administrative Agent", the "Issuing Bank", or the "Swingline Lender", as applicable).

Lenders: A syndicate of banks, financial institutions and other entities, including Wells, as agreed to by the Borrower (collectively, the "Lenders").

Facility: Five-year senior secured revolving credit facility (the "Facility") in the amount of \$225,000,000 (the loans thereunder, the "Loans") to be documented as an amendment and restatement of the Existing Agreement.

Accordion: Substantially consistent with the Existing Agreement, the Borrower will have the right to increase the Facility up to two (2) times per fiscal year, in minimum increments of \$10,000,000; provided, that the aggregate maximum amount of the Facility shall not exceed \$275,000,000 (total increase under the accordion not to exceed \$50,000,000), provided that at the time of and immediately after giving effect to the increase, no Default, Event of Default or Material Adverse Effect has occurred and is continuing. No Lender's commitment under the Facility shall be increased without

such Lender's consent.

Letters of Credit:

A portion of the Facility not in excess of \$25,000,000 shall be available for the issuance of letters of credit (the "Letters of Credit") by the Issuing Bank. No Letter of Credit shall have an expiration date after the earlier of (a) one year after the date of issuance and (b) five business days prior to the Revolving Credit Termination Date (defined below); provided that any Letter of Credit with a one-year tenor may provide for the automatic renewal thereof for additional one-year periods, which shall in no event extend beyond the date referred to in clause (b) above.

Letters of Credit shall be issued to (a) support obligations in connection with the working capital and business needs of the Borrower or (b) in respect of the purchase of goods or services in the ordinary course of business.

Drawings under any Letter of Credit shall be reimbursed by the Borrower (whether with its own funds or with the proceeds of Loans) on the same business day. To the extent that the Borrower does not so reimburse the Issuing Bank, the Lenders shall be irrevocably and unconditionally obligated to reimburse the Issuing Bank on a pro rata basis.

The Borrower shall pay a letter of credit commission to the Administrative Agent, for the account of the Lenders (including Wells) in amounts equal to the applicable percentage per annum, and a fronting fee to the Issuing Bank, in each case, as provided in Schedule I attached hereto.

Swingline Availability:

Swingline loans up to \$20,000,000 in the aggregate (each a "Swingline Loan") will be made available to the Borrower by the Swingline Lender, and each Lender will purchase an irrevocable and unconditional participation in each Swingline Loan.

Swingline Option:

Swingline Loans will be made available on a same day basis in minimum amounts of \$500,000 and \$100,000 increments thereof. The Borrower must repay each Swingline Loan in full on or before the Revolving Credit Termination Date.

Purpose:

The proceeds of the Loans shall be used (i) to refinance amounts outstanding under the Existing Agreement; (ii) to pay the fees, expenses and other transaction costs of the

transactions contemplated hereby; (iii) to finance working capital needs; and (iv) for other general corporate purposes.

Availability:

Loans under the Facility may be made at any time during the period between the date the definitive financing documents for the Facility (collectively, the "Loan Documents") become effective (the "Closing Date") and the fifth anniversary thereof (the "Revolving Credit Termination Date").

Interest Rates and Fees:

As set forth on Schedule I hereto.

Maturity:

Loans then outstanding shall be due and payable on the Revolving Credit Termination Date.

Security:

The collateral shall be substantially similar to that pledged under the existing Security Instruments, including, without limitation, valid and perfected first priority (subject to certain exceptions substantially similar to those in the Existing Agreement and the existing Security Instruments and except as otherwise agreed by the parties; provided that any collateral pledged under the existing Security Instruments but not required to be pledged under the Loan Documents shall be expressly released) liens and security interests in all of the following:

(a) All of the present and future material property and assets, real and personal, of the Borrower, including, but not limited to, machinery and equipment, inventory and other goods, accounts receivable, owned real estate, leaseholds, fixtures, bank accounts, general intangibles, financial assets, investment property, license rights, patents, trademarks, tradenames, chattel paper, insurance proceeds, material contracts, contract rights, hedge agreements, documents, instruments, indemnification rights, tax refunds and cash, subject to certain exceptions substantially similar to those in the Existing Agreement and existing Security Instruments and as agreed to by the parties; and

(b) All proceeds, profits, rents and products of the property and assets described in clause (a) above.

Substantially similar to the Existing Agreement, the collateral under the Loan Documents shall ratably secure the relevant party's obligations in respect of the Facility and any interest rate swap or similar agreements with a Lender under

the Facility.

All such security interests in personal property and all liens on real property will be created pursuant to, and will comply with, Loan Documents reasonably satisfactory to the Administrative Agent and the Credit Parties (it being understood that the collateral documents of the Loan Documents shall be based on the Security Instruments executed in connection with the Existing Agreement, except as otherwise agreed by the parties). On the Closing Date, such security interests in personal property will have become perfected (or arrangements for the perfection thereof reasonably satisfactory to the Administrative Agent will have been made).

Commitment
Reductions:

Same as in the Existing Agreement.

Optional Prepayments

Same as in the Existing Agreement.

Mandatory
Prepayments:

Same as in the Existing Agreement.

Interest Periods and
Payments:

Eurodollar Rate Loans: 1, 2, 3, 6 or (if available from all Lenders) 12 months.

Alternate Base Rate Loans: Quarterly.

Interest on Loans bearing interest based on the Eurodollar Rate will be payable on the last day of each Interest Period (and at the end of each three months, in the case of Interest Periods longer than three months), and upon prepayment, if applicable. In respect of Loans bearing interest based on the Eurodollar Rate, interest shall be payable in arrears based on a 360-day year (calculated on the basis of the actual number of days elapsed). Interest on Loans bearing interest based on the Alternate Base Rate will be payable quarterly in arrears and upon prepayment on the basis of a 365/366-day year for Loans when based on the Prime Rate and a 360-day year when based on the Federal funds rate or Eurodollar Rate (in each case calculated on the basis of actual days elapsed).

Notification Schedule:

The Borrower must provide notice prior to the proposed date of borrowing in accordance with the following schedule:

Eurodollar Rate Loans: 3 business days.

Alternate Base Rate Loans: Same day.

Swingline Loans: Same day.

Conditions Precedent:

The availability under the Facility will be subject to conditions precedent substantially similar to those set forth in the Existing Agreement, including, without limitation:

- (a) delivery to the Administrative Agent of copies of all material agreements and material project agreements, and all material amendments, modifications, waivers and consents relating to any such agreement;
- (b) repayment, or arrangement for substantially concurrent repayment, of all indebtedness under the Existing Agreement;
- (c) customary flood regulation compliance conditions; and
- (d) delivery of documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act (including, without limitation, the beneficial ownership certification).

Representations and Warranties:

Substantially similar to those set forth in the Existing Agreement, and the addition of representations with respect to information contained in the beneficial ownership certification required by 31 C.F.R. § 1010.230.

Affirmative and Negative Covenants:

Substantially similar to those set forth in the Existing Agreement, with such exceptions as agreed to by the parties.

Financial Covenants:

The financial covenants will include:

- (i) Minimum Interest Coverage Ratio: 2.50:1.00; and
- (ii) Maximum Leverage Ratio (total debt to EBITDA): 3.50:1.00.

Each of the above ratios to be calculated on a rolling four quarter basis and consistent with the Existing Agreement; provided that, in connection with any Material Project (hereinafter defined), the definition of EBITDA, as used in

determination of said ratios, shall be modified so as to include certain pro forma adjustments with respect to such Material Project, provided that if construction of said Material Project is not completed by the scheduled completion date, then the pro forma adjustments to EBITDA with respect to such Material Project shall be reduced from time to time based upon the length of the delay in the scheduled completion of such Material Project, consistent with the Existing Agreement or as agreed by the parties. The aggregate amount of all adjustments to EBITDA with respect to Material Projects during any period shall be limited to 20% of the total actual EBITDA for such period (which total actual EBITDA shall be determined without including any Material Project EBITDA adjustments). "Material Project" shall mean any capital project, including an expansion of an existing project, of the Borrower or any joint venture the aggregate capital cost of which exceeds \$10,000,000.

Events of Default:

Same as in the Existing Agreement, except as agreed by the parties.

Expenses and
Indemnification:

Substantially the same as the Existing Agreement.

Assignments and
Participations:

The Lenders are permitted to assign their loans and commitments and grant participations as set forth in the Existing Agreement.

Capital Adequacy Yield
Protection:

The Loan Documents shall contain customary provisions (a) protecting the Lenders against increased costs or loss of yield resulting from changes in reserve, tax, capital adequacy and other requirements of law and from the imposition of or changes in withholding or other taxes, including without limitation, changes in requirements of law as a result of the Dodd-Frank Act and Basel III, and (b) indemnifying the Lenders for "breakage costs" incurred in connection with, among other things, any prepayment of a Eurodollar Rate Loan on a day other than the last day of an interest period with respect thereto.

Lender ERISA
Representations:

The Loan Documents shall contain usual and customary provisions regarding ERISA representations for facilities of this type and size.

Majority Lenders: Same as in the Existing Agreement.

Defaulting Lenders: Same as in the Existing Agreement.

Replacement of Lenders: Substantially similar to the Existing Agreement, except as agreed by the parties.

EU Bail-In: The Loan Documents shall contain usual and customary provisions relating to contractual recognition of EU bail-in regulations.

Governing Law: New York.

Counsel to Administrative Agent: Latham & Watkins LLP.

Other: The Loan Documents will reflect reasonable operational, agency, assignment and related provisions, changes and updates thereto not specifically set forth in this Term Sheet that are customarily included in credit agreements with respect to which the Administrative Agent acts as administrative agent since the closing date of the Existing Agreement. Additionally, the Loan Documents will be revised to conform certain provisions, as agreed by the parties, with the existing Fourth Amended and Restated Credit Agreement of Genesis Energy, L.P.

SCHEDULE I

Interest Rate and Fees

Interest Rates:

The interest rates under the Facility will be, at the option of the Borrower, the Alternate Base Rate or Eurodollar Rate plus the Applicable Margin in each case.

As used herein:

"Applicable Margin" means the margin determined pursuant to the following pricing grid based upon the ratio of Total Indebtedness to EBITDA (as such terms are defined in the Existing Agreement) for the most recent four quarters determined from the most recent financial statements of the Borrower.

"Alternate Base Rate" means the highest of (i) the Prime Rate in effect on such day, (ii) one-half of one percent ($\frac{1}{2}\%$) plus the Federal Funds Rate in effect for such day or (iii) one percent (1%) plus the Eurodollar Rate that would be calculated as of such day in respect of a Eurodollar Borrowing with an Interest Period of one month (in each case, rounded upwards, if necessary, to the nearest $\frac{1}{16}$ th of 1%), but in no event to exceed the Highest Lawful Rate.

"Eurodollar Rate" means the London interbank offered rate for dollars, adjusted for statutory reserve requirements and at all times shall not be less than zero.

The Loan Documents shall contain customary provisions relating to a replacement rate for LIBOR.

Pricing Grid

<u>Debt Coverage Ratio</u>	<u>Eurodollar Rate Margin and Letter of Credit Commission</u>	<u>Alternate Base Rate Margin</u>	<u>Commitment Fee Percentage</u>
>3.00	2.50%	1.50%	0.375%
>2.00 and ≤3.00	2.00%	1.00%	0.35%
>1.00 and ≤2.00	1.75%	0.75%	0.30%
≤1.00	1.50%	0.50%	0.25%

**Letter of Credit
Fees:**

Letter of Credit commissions will be on the average daily amount of the undrawn and unexpired amount of each Letter of Credit. Such Letter of Credit commissions will be payable quarterly in arrears as shown on the above pricing grid, based upon a year of 360 days.

The Borrower shall pay a fronting fee equal to 0.25% per annum on the average daily amount of the undrawn and unexpired amount of each Letter of Credit to the Issuing Bank for its own account. Such fronting fee will be payable quarterly in arrears. In addition, customary administrative, issuance, amendment, payment and negotiation charges shall be payable to the Issuing Bank for its own account.

Commitment Fees:

The Borrower shall pay a commitment fee on the average daily unused amount of the Facility payable quarterly in arrears as shown on the above Pricing Grid.