

LATHAM & WATKINS LLP

VIA FEDEX

August 14, 2025

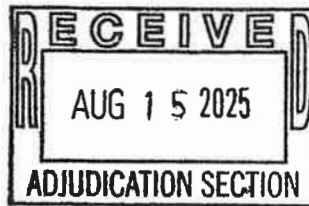
BOEM

Attn: Adjudication

Gulf of Mexico OCS Region

1201 Elmwood Park Boulevard

New Orleans, LA 70123-2394



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Houston, TX 77002
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File No. 049275-0159

Re: Non-Required Filing – Mortgage (Assignment of Mortgage)

Leases: OCS-G: 18837; 21511; 25328; 28366; 29155

Dear Sir or Madam:

Enclosed please find two copies of a Memorandum of Assignment of Liens and Security Interests dated June 1, 2012 by and between BNP Paribas, as Existing Agent, and Wells Fargo Bank, National Association, as Successor Agent (the "Assignment"). This Assignment transfers a security interest that covers the above-referenced leases held by Poseidon Oil Pipeline Company, L.L.C.

Please file the Assignment 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.

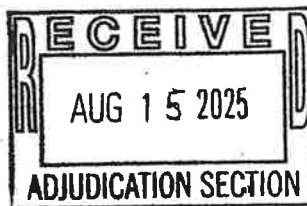
Regards,

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

Bradley Parkman
LATHAM & WATKINS LLP

Enclosures

ACKNOWLEDGMENT COPY



Vermilion Parish Louisiana
Diane Mary Shouseau
Recorded 8/27/2012 at 12:34 PM
0007 Pages
2012008136-MO
CONFORMED COPY

WHEN RECORDED OR FILED,
PLEASE RETURN TO:

Paul Hastings LLP
1000 Louisiana Street, 54th Floor
Houston, Texas 77002
Attention: Patty Easley

Space above for County Recorder's Use
Vermilion Parish, LA

MEMORANDUM OF ASSIGNMENT OF LIENS AND SECURITY INTERESTS (POSEIDON OIL PIPELINE COMPANY, L.L.C.)

This Memorandum of Assignment of Liens and Security Interests (this "Memorandum") dated as of June 1, 2012 (the "Effective Date"), is entered into among BNP Paribas, as Existing Agent (as defined below) (in such capacity, the "Assignor"), Wells Fargo Bank, National Association, as Successor Agent (as defined below) (in such capacity, the "Assignee"), and Poseidon Oil Pipeline Company, L.L.C., a Delaware limited liability company, as Mortgagor (the "Mortgagor").

A. BNP Paribas served as administrative agent (in such capacity, the "Existing Agent") under that certain Credit Agreement, dated as of April 20, 2011, among the Mortgagor, the Existing Agent, the other agents party thereto and the other financial institutions party thereto (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), and the other documents referred to in the Credit Agreement as to which BNP Paribas is acting as the administrative agent thereunder (including, without limitation, the "Loan Documents" (as defined in the Credit Agreement), as amended, restated, supplemented or otherwise modified through the date hereof, collectively, the "Loan Documents").

B. In connection with the Credit Agreement, the Mortgagor entered into certain mortgages, deeds of trust and other security documents (collectively, the "Security Instruments") to secure, *inter alia*, the indebtedness, obligations and liabilities described therein, including, without limitation, the Security Instruments listed on, and recorded in the jurisdictions referenced in, Annex I attached hereto (as amended, modified, supplemented or restated, collectively, the "Assigned Security Instruments").

C. The Assignor, the Assignee, the Mortgagor and the other parties thereto have entered into that certain Resignation, Consent and Appointment Agreement and Amendment Agreement (the "Agency Transfer Agreement") dated as of April 20, 2012, pursuant to which the Assignor has resigned as administrative agent under the Credit Agreement and the other Loan Documents, and the Assignee has been appointed and has agreed to become successor administrative agent (in such capacity, the "Successor Agent") under the Credit Agreement and the other Loan Documents and has succeeded to and become vested with all the rights, powers, privileges and duties of the Assignor under the Credit Agreement and the other Loan Documents

(including, without limitation, the Assigned Security Instruments), all as more particularly described in the Agency Transfer Agreement.

D. Pursuant to the Agency Transfer Agreement, the Assignor has assigned to the Assignee, all powers of attorney, liens and security interests and all other rights and interests granted to the Assignor, for the ratable benefit of the Lenders and any other secured parties on whose behalf it may be acting under any security documents included within the Loan Documents, under the Credit Agreement and other Loan Documents (including, without limitation, the Assigned Security Instruments) (collectively, the "Secured Parties"), and the Assignee has accepted the benefit of all such powers of attorney, liens and security interests and other rights and interests, for its benefit and for the ratable benefit of the Secured Parties, all as more particularly described in the Agency Transfer Agreement.

E. The Assignor desires to transfer of record such powers of attorney, liens and security interests and other rights and interests under the Assigned Security Instruments to the Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

Section 2. Memorandum of Assignment of Liens and Security Interests. For agreed consideration and pursuant to the Agency Transfer Agreement, the Assignor has assigned, transferred and conveyed to the Assignee, and hereby does assign transfer and convey, and the Assignee has assumed, and hereby does assume, from the Assignor, all powers of attorney, liens, security interests and all other rights, interests, benefits, remedies and privileges (collectively, the "Liens") granted to the Assignor, for the ratable benefit of the Lenders and any other secured parties on whose behalf it may be acting under any security documents included within the Assigned Security Instruments, and in its capacity as the holder, mortgagee, assignee or beneficiary of the security under or pursuant to the Assigned Security Instruments.

Section 3. Acknowledgement. The Mortgagor hereby (a) acknowledges and agrees that (i) the Assignor has assigned, transferred and conveyed to the Assignee, and the Assignee has assumed from the Assignor, all of the Liens as provided in Section 2 above and in the Agency Transfer Agreement and (ii) the Assignee has succeeded to all of the Liens as provided in Section 2 above and in the Agency Transfer Agreement, and (b) ratifies and affirms all such Liens in favor of the Assignee.

Section 4. Miscellaneous.

a. Annexes. Annex I attached hereto is hereby incorporated in this Memorandum by reference and constitutes a part of this Memorandum.

b. Successors and Assigns. This Memorandum shall be binding upon each party hereto and their respective successors and assigns.

c. Invalidity. In the event that any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof.

d. Counterparts. This Memorandum may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Notices. Commencing as of the Effective Date, notices to the Successor Agent in respect of the Security Instruments listed on, and recorded in the jurisdictions referenced in, Annex I attached hereto shall be directed as follows (and any notice provisions of the Security Instruments, including, without limitation, Section 5.08 of the Security Instruments, are hereby amended to reflect such notice information):

Wells Fargo Bank, National Association
Attn: Yvette McQueen
1525 West W.T. Harris Boulevard
MAC D1109-019
Charlotte, NC 28262
Fax: 704 590 2782
Phone: 704 590 2706
Email: Yvette.mcqueen@wellsfargo.com

Section 5. Governing Law. Insofar as permitted by otherwise applicable law, this Memorandum shall be construed under and governed by the laws of the State of Louisiana.

[Signature page follows]

THUS DONE AND PASSED on the 1 day of June, 2012, but effective as of the Effective Date in my presence and in the presence of the undersigned witnesses who hereunto sign their names with Assignor and me, Notary, after reading of the whole.

ASSIGNOR:

BNP PARIBAS, as Assignor

By: 
Name: PJ de Filippis
Title: Managing Director

By: 
Name: Mylene Dao
Title: Managing Director

WITNESSES TO ALL SIGNATURES:


Name: June Lee


Name: Maire Conaghan



Notary Public

Yam Ming Chen
Notary Public, State of New York
No. 01CH6121156
Qualified in Kings County
Certificate filed in New York County
Commission Expires in Jan. 10, 2013

Full name as it appears on the notarial commission:


Notarial Identification Number: _____

My commission expires: _____

THUS DONE AND PASSED on the 31st day of May, 2012, but effective as of the Effective Date in my presence and in the presence of the undersigned witnesses who hereunto sign their names with Assignee and me, Notary, after reading of the whole.


ASSIGNEE:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Assignee

By: 
Name: Richard Hawthorne
Title: Director

WITNESSES TO ALL SIGNATURES:


Name: Carolyn Plant


Name: BETSY JOHER


Notary Public



Full name as it appears on the notarial commission:

Patricia L. Easley

Notarial Identification Number: 00583209-4

My commission expires: 7-11-2012

THUS DONE AND PASSED on the 31st day of May, 2012, but effective as of the Effective Date in my presence and in the presence of the undersigned witnesses who hereunto sign their names with Mortgagor and me, Notary, after reading of the whole.

**POSEIDON OIL PIPELINE
COMPANY, L.L.C.**

By: *Stephanie Hildebrandt*
Name: Stephanie Hildebrandt
Title: Attorney-in-Fact

WITNESSES TO ALL SIGNATURES:

Wendi S. Bickell
Name:

John Sam Vale
Name:

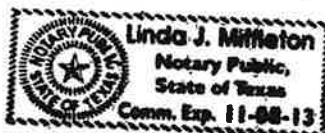
Linda J. Miffleton
Notary Public

Full name as it appears on the notarial commission:

LINDA J. MIFFLETON

Notarial Identification Number: _____

My commission expires: 11-08-13



ANNEX I

1. Act of Mortgage, Assignment, Security Agreement and Financing Statement dated as of April 19, 2011 and effective as of April 20, 2011 from Poseidon Oil Pipeline Company, L.L.C. for the benefit of BNP Paribas, as Administrative Agent, filed as follows:

PARISH	DATE OF RECORDING	RECORDING DATA
Cameron	4/26/11	MOB and COB File No. 322309
Iberia	4/26/11	MOB 1431, Page 32, COB 1478, Page 318, File No. 2011-00004184
St. Mary	4/26/11	MOB 1278, Page 665, COB 230, Page 314, File No. 310120
Lafourche	4/26/11	MOB 1487, Page 380, COB 1850, Page 134, File No. 1111514
Terrebonne	4/27/11	MOB 2364, Page 335 COB 2238, Page 123, File No. 1372376
Vermilion	4/26/11	File No. 21104451
MMS/BOEM	4/25/11	Non-Required ROW Lease/File Nos.: OCS-G 14264, 15019, 15024, 16004, and 16042

UNIFORM COMMERCIAL CODE FILINGS

COUNTY/ PARISH	DATE OF RECORDING	RECORDING DATA	COMMENTS
Lafourche	4/26/11	File No. 29-1111515	UCC-1 Financing Statement, with 4/20/2011 Poseidon/BNP Paribas Mortgage attached thereto
MMS/BOEM	4/25/11	Non-Required ROW Lease/File Nos.: OCS-G 14264, 15019, 15024, 16004, and 16042	UCC-1 Financing Statement, with 4/20/2011 Poseidon/BNP Paribas Mortgage attached thereto