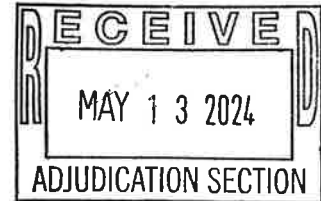


KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS



To Call Writer Directly:
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Houston, TX 77002
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michelle.hendrickson@kirkland.com

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April 17, 2024

VIA OVERNIGHT MAIL

BOEM
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

Document: Mortgage (LA)
Category: 1
Obligor: W&T Offshore, Inc.
Obligee: Wilmington Trust National Association

Document: Mortgage (LA)
Category: 3
Debtor: W&T Offshore, Inc.
Secured Party: Wilmington Trust National Association

Dear Sir or Madam:

Please find the following documents which are submitted for filing in the Non-Required Filings:

Category 1: Second Lien Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement from W&T Offshore, Inc. in favor of Wilmington Trust National Association, as Collateral Trustee, as Mortgagee ("Mortgage").

Category 3: UCC-1 re Mortgage naming W&T Offshore, Inc., as Debtor and Wilmington Trust National Association, as Collateral Trustee, and as Secured Party ("UCC-1").

KIRKLAND & ELLIS LLP

BOEM - Gulf of Mexico OCS Region
April 17, 2024
Page 2

Two copies of the above described documents have been provided. Please retain one copy under the categories indicated above and return the other file stamped counterpart to me at the firm address, The filing is accompanied by a receipt evidencing payment of the required service/filing fee via Pay.Gov. Please evidence that the foregoing has been accomplished by signing a copy of this letter in the space below.

Sincerely,



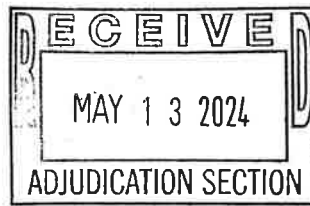
Michelle Hendrickson
Paralegal II

MH
Enclosures

List of Affected Oil and Gas Leases:

BOEM, Gulf of Mexico

OCS-G 01083
OCS-G 01084
OCS-G 01090
OCS-G 01091
OCS-G 01092
OCS-G 01865
OCS-G 02176
OCS-G 02177
OCS-G 02939
OCS-G 05056
OCS-G 05252
OCS-G 05749
OCS-G 05753
OCS-G 05754
OCS-G 05761
OCS-G 06850
OCS-G 12114
OCS-G 13672
OCS-G 16493
OCS-G 21702
OCS-G 25017



Louisiana Mortgage

MULTIPLE OBLIGATIONS MORTGAGE

SECOND LIEN DEED OF TRUST, MORTGAGE,
ASSIGNMENT, AND SECURITY AGREEMENT,

FROM

W&T OFFSHORE, INC. (as successor-by-merger to Offshore Shelf LLC, Offshore Energy I LLC,
Offshore Energy II LLC, Offshore Energy III LLC and Gulf of Mexico Oil and Gas Properties LLC)

State of Formation: Texas

Type of Entity: Corporation

(Last Four Digits of Taxpayer I.D. No. 1985)

TO

KEN FARMER, TRUSTEE

AND

WILMINGTON TRUST, NATIONAL ASSOCIATION,
AS COLLATERAL TRUSTEE, AS MORTGAGEE

(Last Four Digits of Taxpayer I.D. No. 6454)

Dated April 17, 2024

**THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS,
SECURES PAYMENT OF FUTURE ADVANCES, AND COVERS PROCEEDS OF
COLLATERAL.**

**THIS INSTRUMENT COVERS AS-EXTRACTED COLLATERAL FROM THE
PROPERTIES DESCRIBED IN SECTION 1.01 OF THIS INSTRUMENT. THIS
INSTRUMENT COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE
REAL PROPERTY DESCRIBED HEREIN. THIS INSTRUMENT IS TO BE FILED FOR
RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE OR COMPARABLE
RECORDS OF THE COUNTIES AND/OR PARISHES.**

**MORTGAGOR (AS HEREINAFTER DEFINED) HAS AN INTEREST OF RECORD IN THE
REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS
DESCRIBED IN SECTION 1.01 OF THIS INSTRUMENT.**

**A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE
MAY ALLOW MORTGAGEE (AS HEREINAFTER DEFINED) OR THE TRUSTEE (AS
HEREINAFTER DEFINED) TO TAKE THE MORTGAGED PROPERTIES (AS
HEREINAFTER DEFINED) AND SELL THEM WITHOUT GOING TO COURT IN A
FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS
MORTGAGE.**

The Mortgaged Properties and Collateral described herein are located on the outer continental shelf and not on a part of any land lying north of the mean high water of the Gulf of Mexico.

THIS DOCUMENT PREPARED BY, AND
WHEN RECORDED OR FILED RETURN TO:

Kirkland & Ellis LLP
4550 Travis Street,

Dallas, TX 75205
Attention: Ricky Rodriguez

Reference is made to (i) the Intercreditor Agreement, dated as of May 11, 2015, among Alter Domus (US), LLC, as Priority Lien Agent (as defined therein), and Wilmington Trust, National Association, as Second Lien Collateral Trustee (as defined therein), and the other parties thereto (as amended by the First Amendment to Intercreditor Agreement, dated as of October 18, 2018, the Second Amendment to Intercreditor Agreement, dated as of January 29, 2021, and as further amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”) and joined on January 27, 2023, by Wilmington Trust, National Association, as collateral trustee (in such capacity, the “Collateral Trustee”), pursuant to a Priority Confirmation Joinder (as defined therein) and (ii) the Collateral Trust Agreement, dated as of January 27, 2023, between W&T Offshore, Inc., the Guarantors (as defined therein) from time to time party thereto, Wilmington Trust, National Association, as Trustee, the Collateral Trustee and the other Parity Lien Representatives from time to time party thereto (the “Collateral Trust Agreement”). Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement or the Collateral Trust Agreement, (iii) authorizes (or is deemed to authorize) (A) the Collateral Trustee on behalf of such Person to enter into, and perform under, the Intercreditor Agreement and (B) the applicable Parity Lien Representative on behalf of such Person to enter into, and perform under, the Collateral Trust Agreement and (iv) acknowledges (or is deemed to acknowledge) that copies of the Intercreditor Agreement and the Collateral Trust Agreement were delivered, or made available, to such Person.

Notwithstanding any other provision contained herein, this Mortgage, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the applicable Security Documents (as defined in the Intercreditor Agreement) including the Collateral Trust Agreement. In the event of any conflict or inconsistency between the provisions of this Mortgage and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

SECOND LIEN DEED OF TRUST, MORTGAGE,
ASSIGNMENT, AND SECURITY AGREEMENT,

BE IT KNOWN that, on this 17th day of April, 2024, before us, the undersigned Notary Public duly commissioned and qualified in and for the State and County as indicated on the respective signature page below, and in the presence of the undersigned competent witnesses, personally came and appeared:

W&T OFFSHORE, INC., a Texas corporation (as successor-by-merger to Offshore Shelf LLC, Offshore Energy I LLC, Offshore Energy II LLC, Offshore Energy III LLC and Gulf of Mexico Oil and Gas Properties LLC and herein called the "Mortgagor"), having its principal office and mailing address at 5718 Westheimer Rd, Suite 700, Houston, TX 77057, and a federal tax identification number whose last four digits are 1985, appearing herein through Sameer Parasnis, its Executive Vice President and Chief Financial Officer, duly authorized by resolutions of the board of directors of Mortgagor, a certified copy of which is attached hereto as Annex I;

who, upon being duly sworn by me, did make this **SECOND LIEN DEED OF TRUST, MORTGAGE, ASSIGNMENT, AND SECURITY AGREEMENT**, (this "Mortgage"), as follows:

Article I

GRANTING CLAUSES; SECURED INDEBTEDNESS

Section 1.01 Grant and Mortgage. Mortgagor, for and in consideration of the sum of Ten Dollars (\$10.00) to Mortgagor in hand paid, and in order to secure the payment and performance of the secured indebtedness hereinafter referred to, does hereby (a) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to Ken Farmer, TRUSTEE (together with any successor(s) thereto in such capacity, the "Trustee"), whose address is 100 Corporate Ridge, Suite 120, Birmingham, Alabama 35242, and grant to Trustee a POWER OF SALE (pursuant to this Mortgage and applicable law) with respect to, those of the following described properties, rights and interests that are located in (or cover properties located in) the states of Texas or Mississippi or that are located within (or cover properties located within) the offshore area over which the United States of America asserts jurisdiction and to which the laws of either of such states are applicable with respect to this Mortgage and/or the liens or security interests created hereby (the "Deed of Trust Mortgaged Properties"), and (b) GRANT, MORTGAGE, ASSIGN, BARGAIN, CONVEY, WARRANT, PLEDGE AND HYPOTHECATE to WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association having an office and mailing address at 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402, and a federal tax identification number whose last four digits are 6454, as Collateral Trustee (as defined in the Collateral Trust Agreement) for the Parity Lien Representatives (as defined in the Collateral Trust Agreement) (herein, in such capacity, together with any successor(s) thereto in such capacity, the "Mortgagee"), and grant to Mortgagee a POWER OF SALE (pursuant to this Mortgage and applicable law) with respect to, those of the following described properties, rights and interests that are located in (or cover properties located in) the states of Alabama or Louisiana or that are located within (or cover properties located within) the offshore area over which the United States of America asserts jurisdiction and to which the laws of either of such states are applicable with respect to this Mortgage and/or the liens or security interests created hereby (the "Other Mortgaged Properties");

(a) All right, title and interest of Mortgagor of whatever kind or character (whether now owned or hereafter acquired by operation of law or otherwise) in and to the oil, gas and/or other mineral properties, mineral servitudes, and/or mineral rights that are described in Exhibit A attached hereto and made a part hereof;

(b) Without limitation of the foregoing, all other right, title and interest of Mortgagor of whatever kind or character (whether now owned or hereafter acquired by operation of law or otherwise) in and to (i) the oil, gas and/or mineral leases or other agreements described in Exhibit A hereto, or (ii) the lands described or referred to in Exhibit A (or

described in any of the instruments described or referred to in Exhibit A), in each case without giving any effect or limitation whatsoever to the recited undivided percentage interest (whether operating rights, record title, working interest, net revenue interest or otherwise) that may be set forth in Exhibit A hereto with respect to any of the leases or other agreements described in Exhibit A and without regard to any limitations as to specific lands or depths that may be set forth in Exhibit A hereto or in any of the leases or other agreements described in Exhibit A hereto;

(c) All of Mortgagor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to all presently existing and hereafter created oil, gas and/or mineral unitization, pooling and/or communitization agreements, declarations and/or orders, and in and to the properties, rights and interests covered and the units created thereby (including, without limitation, units formed under orders, rules, regulations or other official acts of any federal, state or other authority having jurisdiction), that cover, affect or otherwise relate to the properties, rights and interests described in Clause (a) or (b) above;

(d) All of Mortgagor's interest in and rights under (whether now owned or hereafter acquired by operation of law or otherwise) all presently existing and hereafter created operating agreements, equipment leases, production sales contracts, processing agreements, transportation agreements, gas balancing agreements, farm-out and/or farm-in agreements, salt water disposal agreements, area of mutual interest agreements, and other contracts and/or agreements that cover, affect, or otherwise relate to the properties, rights and interests described in Clause (a), (b) or (c) above or to the operation of such properties, rights and interests or to the treating, handling, storing, processing, transporting or marketing of oil, gas, other hydrocarbons, or other minerals produced from (or allocated to) such properties, rights and interests (including, but not limited to, those contracts listed in Exhibit A hereto), as same may be amended or supplemented from time to time;

(e) All of Mortgagor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to all improvements, fixtures, movable or immovable property and other real and/or personal property (including, without limitation, all wells, pumping units, wellhead equipment, tanks, pipelines, flow lines, gathering lines, compressors, dehydration units, separators, meters, buildings, injection facilities, salt water disposal facilities, and power, telephone and telegraph lines), and all easements, servitudes, rights-of-way, surface leases, licenses, permits and other surface rights, that are now or hereafter used, or held for use, in connection with the properties, rights and interests described in Clause (a), (b) or (c) above, or in connection with the operation of such properties, rights and interests, or in connection with the treating, handling, storing, processing, transporting or marketing of oil, gas, other hydrocarbons, or other minerals produced from (or allocated to) such properties, rights and interests; and

(f) All rights, estates, powers and privileges appurtenant to the foregoing rights, interests and properties.

TO HAVE AND TO HOLD (a) the Deed of Trust Mortgaged Properties unto the Trustee, and its successors or substitutes in this trust, and to its or their successors and assigns, in trust, however, upon the terms, provisions and conditions herein set forth, and (b) the Other Mortgaged Properties unto Mortgagee, and Mortgagee's successors and assigns, upon the terms, provisions and conditions herein set forth (the Deed of Trust Mortgaged Properties and the Other Mortgaged Properties are herein sometimes collectively called the "Mortgaged Properties").

Section 1.02 Grant of Security Interest. In order to further secure the payment and performance of the secured indebtedness hereinafter referred to Mortgagor hereby grants to Mortgagee

a security interest in the entire interest of Mortgagor (whether now owned or hereafter acquired by operation of law or otherwise) in and to:

(a) all oil, gas, other hydrocarbons, and other minerals produced from or allocated to the Mortgaged Properties, and any products processed or obtained therefrom (herein collectively called the "Production"), together with all proceeds of Production (regardless of whether Production to which such proceeds relate occurred on or before or after the date hereof), and together with all liens and security interests securing payment of the proceeds of the Production, including, but not limited to, those liens and security interests provided for under (i) statutes enacted in the jurisdictions in which the Mortgaged Properties are located, or (ii) statutes made applicable to the Mortgaged Properties under federal law (or some combination of federal and state law);

(b) without limitation of any other provisions of this Section 1.02, all payments received in lieu of production from the Mortgaged Properties (regardless of whether such payments accrued, and/or the events that gave rise to such payments occurred, on or before or after the date hereof), including, without limitation, "take or pay" payments and similar payments, payments received in settlement of or pursuant to a judgment rendered with respect to take or pay or similar obligations or other obligations under a production sales contract, payments received in buyout or buydown or other settlement of a production sales contract, and payments received under a gas balancing or similar agreement as a result of (or received otherwise in settlement of or pursuant to judgment rendered with respect to) rights held by Mortgagor as a result of Mortgagor (and/or its predecessors in title) taking or having taken less gas from lands covered by a Mortgaged Property (or lands pooled or unitized therewith) than their ownership of such Mortgaged Property would entitle them to receive (the payments described in this subsection (b) being herein called "Payments in Lieu of Production");

(c) all equipment, inventory, improvements, fixtures, accessions, goods and other personal property or movable property of whatever nature (including without limitation all "Equipment," "Fixtures," "Goods" and "Inventory" as such terms are defined in the applicable Uniform Commercial Code) now or hereafter located on or used or held for use in connection with the Mortgaged Properties (or in connection with the operation thereof or the treating, handling, storing, processing, transporting or marketing of Production), and all licenses and permits of whatever nature now or hereafter used or held for use in connection with the Mortgaged Properties (or in connection with the operation thereof or the treating, handling, storing, processing, transporting or marketing of Production), and all renewals or replacements of the foregoing or substitutions for the foregoing;

(d) all contract rights, choses in action (i.e., rights to enforce contracts or to bring claims thereunder) and other general intangibles (regardless of whether the same arose, and/or the events that gave rise to the same occurred, on or before or after the date hereof) related to the Mortgaged Properties, the operation thereof (whether Mortgagor is operator or non-operator), or the treating, handling, storing, processing, transporting, or marketing of Production (including, without limitation, any of the same relating to payment of proceeds of Production or to payment of amounts that could constitute Payments in Lieu of Production);

(e) without limitation of the generality of the foregoing, any rights and interests of Mortgagor under any present or future hedge or swap agreements, cap, floor, collar, exchange, forward or other hedge or protection agreements or transactions relating to crude oil, natural gas or other hydrocarbons, or any option with respect to any such agreement or transaction now existing or hereafter entered into by or on behalf of Mortgagor, to the extent the same are entered into with respect to or affecting, or with the intent of relating to or affecting, production from the Mortgaged Properties;

(f) all geological, geophysical, engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Properties, the Production or any other

item of Property (as hereinafter defined) that are now or hereafter in the possession of Mortgagor or in which Mortgagor can otherwise grant a security interest, and all books, files, records, magnetic media, and other forms of recording or obtaining access to such data;

(g) all money, documents, instruments, chattel paper, securities, accounts or general intangibles, together with all of Mortgagor's other property and rights of every kind and description and interests therein, including all other "As-Extracted Collateral," "Accounts," "Certificated Securities," "Chattel Paper," "Commercial Tort Claims," "Commodity Accounts," "Commodity Contracts," "Deposit Accounts," "Documents," "General Intangibles," "Instruments," "Investment Property," "Letters of Credit," "Letter-of-Credit Rights," "Securities," "Securities Account," "Security Entitlements," "Supporting Obligations" and "Uncertificated Securities" as such terms are defined in the applicable Uniform Commercial Code, arising from or by virtue of any transaction (regardless of whether such transaction occurred on or before or after the date hereof) are related to, the Mortgaged Properties, the Production or any other item of Property (all of the properties, rights and interests described in subsections (a), (b), (c), (d), (e) and (f) above and this subsection (g) being herein sometimes collectively called the "Collateral"); and

(h) all proceeds (inclusive of all "Proceeds" as defined in the applicable Uniform Commercial Code) of the Collateral, whether such proceeds or payments are goods, money, documents, instruments, chattel paper, securities accounts, general intangibles, fixtures, real/immovable property, personal/movable property or other assets (the Mortgaged Properties, the Collateral and the proceeds of the Collateral being herein sometimes collectively called the "Property");

provided that the term "Collateral" and the proceeds of "Collateral" shall not include any Excluded Assets except to the extent that such assets are subject to a Priority Lien in favor of the holders of Priority Lien Obligations (each such capitalized term as defined in the Collateral Trust Agreement). This Mortgage, and the liens on the Property granted in favor of Mortgagee and the Trustee, are subject and subordinate to the Priority Liens (as defined in the Collateral Trust Agreement).

As additional security for the Parity Lien Obligations, Mortgagor hereby pledges to Mortgagee, Mortgagor's right, title and interest in and to all the security deposits, rents, issues, profits and revenues of the Property from time to time accruing (the "Rents and Profits") which assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Notwithstanding the foregoing, so long as no default shall exist and be continuing, Mortgagor shall have the right to collect, but not more than one month prior to accrual, all Rents and Profits. The pledge granted by this paragraph shall constitute a pledge of leases and rents under Louisiana Civil Code Article 3168, et. seq. Upon the occurrence and during the continuance of a default, Mortgagee shall, at its option, without waiving such default and without regard to the adequacy of the security for the secured Parity Lien Obligations, either in person or by agent, without bringing any action or proceeding, or by a receiver/keeper appointed by a court, without taking possession of the Property in its own name, have the right to collect and receive Rents and Profits in accordance with Title XX-A "Pledge," of Book III of the Louisiana Civil Code of 1870 containing Articles 3141 through 3175.

As additional collateral and further security for the Parity Lien Obligations, Mortgagor does hereby assign to Mortgagee and grants to Mortgagee a security interest in all of the right, title and the interest of Mortgagor in and to any and all insurance policies and proceeds thereof and any and all leases (including equipment leases), rental agreements, management contracts, construction contracts, architects' contracts, technical services agreements, or other contracts, licenses and permits to the extent now or hereafter relating solely to the Property or any part thereof, and Mortgagor agrees to execute and deliver to Mortgagee such additional customary instruments, in form and substance reasonably satisfactory to Mortgagee, as may hereafter be reasonably requested by Mortgagee to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by Mortgagee to any lease, rental agreement, management contract, construction

contract, technical services agreement or other contract, license or permit, or to impose upon Mortgagee any obligation with respect thereto.

All the above which comprises a part of the Property shall, as far as permitted by applicable provisions of the Uniform Commercial Code related to fixtures, be deemed to be affixed to the aforesaid Property and conveyed therewith. Mortgagor hereby grants a security interest as to the balance of the additional collateral described above, and this Mortgage shall be considered to be a security agreement which creates a security interest in such items for the benefit of Mortgagee. In that regard, Mortgagor grants to Mortgagee all of the rights and remedies of a secured party under the laws of the state in which the Property are located.

Section 1.03 Parity Lien Documents and Other Obligations. This Mortgage is made to secure and enforce the payment and performance of the following obligations, indebtedness and liabilities:

(a) All “Parity Lien Obligations” as defined in the Collateral Trust Agreement, including all indebtedness and other obligations now or hereafter incurred or arising pursuant to the 11.750% Senior Second Lien Notes due 2026 (the “Notes”) issued pursuant to the provisions of that certain Indenture dated as of January 27, 2023 in an aggregate principal amount of TWO HUNDRED SEVENTY FIVE MILLION AND NO/100 DOLLARS (\$275,000,000.00) plus any interest payable-in-kind, among W&T Offshore, Inc., each of the Guarantors party thereto, and Wilmington Trust, National Association, as trustee (such Indenture as amended, restated, supplemented or otherwise modified from time to time, and all agreements given in substitution therefor or in restatement, renewal or extension thereof, in whole or in part, being herein called the “Indenture”);

(b) All indebtedness, liabilities and other obligations (including without limitation the performance of all covenants, agreements warranties and undertakings related thereto) of Mortgagor or any of the other Restricted Persons, now or hereafter incurred or arising pursuant to or permitted by the provisions of the Indenture, the Notes, this Mortgage, the other “Parity Lien Documents” (as defined in the Collateral Trust Agreement; and, the term “Parity Lien Documents” shall be used herein with the same meaning assigned to such term in the Collateral Trust Agreement), or any other Parity Lien Obligations; and

(c) Without limiting the generality of the foregoing, all post-petition interest, expenses, and other duties and liabilities with respect to indebtedness or other obligations described above in this Section 1.03, that would be owed but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization, or similar proceeding.

Section 1.04 Secured Indebtedness. The indebtedness referred to in Section 1.03, and all renewals, extensions and modifications thereof, and all substitutions therefor, in whole or in part, are herein sometimes referred to as the “secured indebtedness” or the “indebtedness secured hereby”.

Section 1.05 Maximum Secured Amount. Notwithstanding any provision hereof to the contrary, (a) the maximum amount of the secured indebtedness that may be outstanding at any time and from time to time that this Mortgage secures, including without limitation as a mortgage and as a collateral assignment, is fixed at SIX HUNDRED EIGHTY-SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$687,500,000) and (b) with respect to this Mortgage the maximum amount that Mortgagee and the Parity Lien Secured Parties may suffer from a breach of any obligation, covenant, agreement, term or condition secured by this Mortgage (other than for the payment of money) is fixed at SIX HUNDRED EIGHTY-SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$687,500,000). This Mortgage has been executed by Mortgagor pursuant to Article 3298 of the Louisiana Civil Code and other applicable law for the purpose of securing the Parity Lien Obligations that may now be existing and/or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law. However, nothing under this

Mortgage shall be construed as limiting the duration of this Mortgage or the purpose or purposes for which the Parity Lien Obligations may be requested or extended.

Section 1.06 Maturity of Indebtedness. The maturity of the indebtedness secured hereby, subject to rights of acceleration, is February 1, 2026 or such later maturity date as provided for in the Parity Lien Documents.

Section 1.07 No Building or Mobile Home Encumbered. Notwithstanding any provision in this Mortgage to the contrary, in no event is any Building (as defined in the Indenture) or Mobile Home (as defined in the Indenture) included in the definition of “Deed of Trust Mortgaged Properties”, “Other Mortgaged Properties” or “Mortgaged Properties” or in the definition of “Collateral” and no Building or Mobile Home is hereby encumbered by any security interest or lien granted pursuant to this Mortgage.

Article II

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.01 Mortgagor represents and warrants to Mortgagee and the holders of each series of Parity Lien Debt (as defined in the Collateral Trust Agreement) as of the effective date of such series of Parity Lien Debt, and covenants as follows:

(a) **Title and Permitted Encumbrances.** Mortgagor has, and Mortgagor covenants to maintain, good and defensible title to the Property, free and clear of all liens, security interests, and encumbrances except for (i) the contracts, agreements, burdens, encumbrances and other matters set forth in the descriptions of certain of the Mortgaged Properties on Exhibit A hereto, (ii) the liens and security interests evidenced by this Mortgage, and (iii) Liens permitted under each Parity Lien Document (the matters described in the foregoing clauses (i), (ii) and (iii) being herein called the “Permitted Encumbrances”) and has a good and legal right to grant and convey the same to Mortgagee (subject to Permitted Encumbrances); Mortgagor will warrant and defend title to the Property, subject as aforesaid, against the claims and demands of all persons claiming or to claim the same or any part thereof. Except for financing statements which have been filed to perfect or protect any Lien permitted under each Parity Lien Document, there is not and will not be any unexpired financing statement covering any part of the Property on file in any public office naming any party other than Mortgagee as secured party.

(b) **Sale or Disposal.** Mortgagor will not sell, exchange, lease, transfer or otherwise dispose of any part of, or any interest in, the Property other than sales, transfers and other dispositions not in violation of the Parity Lien Documents.

(c) **Suits and Claims.** As of the date hereof, there are no suits, actions, claims, investigations, inquiries, proceedings or demands pending (or, to Mortgagor’s knowledge, threatened) that adversely affect the Property in any material respect (including, without limitation, any that challenge or otherwise pertain to Mortgagor’s title to the Property).

(d) **Defense of Mortgage.** If the validity or priority of this Mortgage or of any rights, titles, liens or security interests created or evidenced hereby with respect to the Property or any part thereof or the title of Mortgagor to the Property shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Mortgagor with respect thereto, Mortgagor will give prompt written notice thereof to Mortgagee and at Mortgagor’s own cost and expense will use commercially reasonable efforts to cure any defect that may be developed or claimed, and will use commercially reasonable efforts to defend against such legal proceedings, including, but not limited to, the employment of counsel, the prosecution or defense of litigation and the release or discharge of all adverse claims. Upon the occurrence and continuance of a default, Trustee and Mortgagee, or either of them (whether or not named as parties to legal proceedings with respect thereto), are hereby

authorized and empowered to take such additional steps as in their judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Mortgage and the rights, titles, liens and security interests created or evidenced hereby, including but not limited to the employment of independent counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Property, the purchase of any tax title and the removal of prior liens or security interests.

(e) Fees and Expenses; Indemnity. Without duplication of any amounts payable under any Parity Lien Document (and subject to the limitations set forth therein, including any caps), Mortgagor will within three Business Days after receipt of written demand reimburse Trustee and Mortgagee (for purposes of this paragraph, the terms “Trustee” and “Mortgagee” shall include the directors, officers, partners, employees and agents of Trustee or Mortgagee, respectively, and any persons or entities owned or controlled by or affiliated with Trustee or Mortgagee, respectively) for all expenditures, including reasonable attorneys’ fees and expenses, incurred or expended in connection with (i) the breach by Mortgagor of any covenant, agreement or condition contained herein, (ii) the exercise of any rights and remedies hereunder, and (iii) the protection of the Property and/or liens and security interests therein. Without duplication of any amounts payable under any Parity Lien Document, Mortgagor will indemnify and hold harmless Trustee and Mortgagee from and against (and will reimburse Trustee and Mortgagee for) all claims, demands, liabilities, losses, damages (including without limitation consequential damages), causes of action, judgments, penalties, costs and expenses (including without limitation reasonable attorneys’ fees and expenses) that may be imposed upon, asserted against or incurred or paid by either of them on account of, in connection with, or arising out of this Mortgage. Mortgagee shall have the right to compromise and adjust any such claims, actions and judgments, and in addition to the rights to be indemnified as herein provided, all reasonable amounts paid in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys’ fees and other expenses of every character expended by Mortgagee pursuant to the provisions of this section shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee. The “Release Date” as used herein shall mean the earlier of the following two dates: (i) the date on which this Mortgage is terminated in accordance with the Collateral Trust Agreement (the “Security Termination”), or (ii) subject to the Intercreditor Agreement, the date on which the lien of this Mortgage is foreclosed and title to the Property has been transferred to Mortgagee, Trustee or any other applicable purchaser, or a deed in lieu of such foreclosure is fully effective and recorded. **WITHOUT LIMITATION, IT IS THE INTENTION OF MORTGAGOR AND MORTGAGOR AGREES THAT THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PARTY WITH RESPECT TO CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS’ FEES) THAT IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNIFIED PARTY. HOWEVER, SUCH INDEMNITIES SHALL NOT APPLY TO ANY PARTICULAR INDEMNIFIED PARTY (BUT SHALL APPLY TO THE OTHER INDEMNIFIED PARTIES) TO THE EXTENT THE SUBJECT OF THE INDEMNIFICATION IS CAUSED BY OR ARISES OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PARTICULAR INDEMNIFIED PARTY.** The foregoing indemnities shall not terminate upon the Release Date or upon the release, foreclosure or other termination of this Mortgage but will survive the Release Date, foreclosure of this Mortgage or conveyance in lieu of foreclosure, and the repayment of the secured indebtedness and the discharge and release of this Mortgage and the other documents evidencing and/or securing the secured indebtedness.

(f) Name and Place of Business. The cover page of this Mortgage sets forth (i) the true legal name of Mortgagor as registered in the jurisdiction in which Mortgagor is

organized, and (ii) Mortgagor's state of organization. Mortgagor shall not change its state of organization or its name, identity or corporate structure unless Mortgagor shall have (A) given Mortgagee at least ten (10) days' prior notice of such change and (B) taken all actions necessary or as reasonably requested by Mortgagee to ensure that the liens on the Property granted in favor of Mortgagee and the Trustee remain perfected, second-priority liens subject only to the Priority Liens (as defined in the Collateral Trust Agreement) and other Permitted Encumbrances.

(g) Not a Foreign Person. Mortgagor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, (hereinafter called the "Code"), Sections 1445 and 7701 (i.e. Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

Section 2.02 Performance on Mortgagor's Behalf. Mortgagor agrees that, if Mortgagor fails to perform any act or to take any action that hereunder Mortgagor is required to perform or take, or to pay any money that hereunder Mortgagor is required to pay, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, (and subject to the Intercreditor Agreement) perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by Mortgagee and any money so paid by Mortgagee shall be payable by Mortgagor under Section 2.01(e).

Article III

ASSIGNMENT OF PRODUCTION, ACCOUNTS, AND PROCEEDS

Section 3.01 Assignment of Production. Mortgagor does hereby absolutely and unconditionally assign, transfer and set over to Mortgagee all Production that accrues to Mortgagor's interest in the Mortgaged Properties, all proceeds of such Production and all Payments in Lieu of Production (herein collectively referred to as the "Production Proceeds"), together with the immediate and continuing right to collect and receive such Production Proceeds. Subject to the Intercreditor Agreement, Mortgagor directs and instructs any and all purchasers of any Production to pay to Mortgagee all of the Production Proceeds accruing to Mortgagor's interest until such time as such purchasers have been furnished with evidence that all secured indebtedness has been paid and that this Mortgage has been released. Mortgagor agrees that no purchasers of the Production shall have any responsibility for the application of any funds paid to Mortgagee.

Section 3.02 Effectuating Payment of Production Proceeds to Mortgagee. Independent of the foregoing provisions and authorities herein granted, but subject to the Intercreditor Agreement, Mortgagor agrees to execute and deliver any and all transfer orders, division orders and other instruments that may be requested by Mortgagee or that may be required by any purchaser of any Production for the purpose of effectuating payment of the Production Proceeds to Mortgagee. If under any existing sales agreements, other than division orders or transfer orders, any Production Proceeds are required to be paid by the purchaser to Mortgagor so that under such existing agreements payment cannot be made of such Production Proceeds to Mortgagee, Mortgagor's interest in all Production Proceeds under such sales agreements and in all other Production Proceeds that for any reason may be paid to Mortgagor shall, when received by Mortgagor, constitute trust funds in Mortgagor's hands and (subject to the Intercreditor Agreement) shall be immediately paid over to Mortgagee. **WITHOUT LIMITATION UPON ANY OF THE FOREGOING, MORTGAGOR HEREBY CONSTITUTES AND APPOINTS MORTGAGEE AS MORTGAGOR'S SPECIAL ATTORNEY-IN-FACT (WITH FULL POWER OF SUBSTITUTION, EITHER GENERALLY OR FOR SUCH PERIODS OR PURPOSES AS MORTGAGEE MAY FROM TIME TO TIME PRESCRIBE) IN THE NAME, PLACE AND STEAD OF MORTGAGOR TO DO (BUT WITHOUT THE OBLIGATION AND SUBJECT TO THE INTERCREDITOR AGREEMENT) ANY AND EVERY ACT AND EXERCISE ANY AND EVERY POWER THAT MORTGAGOR MIGHT OR COULD DO OR EXERCISE PERSONALLY WITH RESPECT TO ALL**

PRODUCTION AND PRODUCTION PROCEEDS (THE SAME HAVING BEEN ASSIGNED BY MORTGAGOR TO MORTGAGEE PURSUANT TO SECTION 3.01 HEREOF), expressly inclusive, but not limited to, the right, power and authority to:

(a) Execute and deliver in the name of Mortgagor any and all transfer orders, division orders, letters in lieu of transfer orders, indemnifications, certificates and other instruments of every nature that may be requested or required by any purchaser of Production from any of the Mortgaged Properties for the purposes of effectuating payment of the Production Proceeds to Mortgagee or that Mortgagee may otherwise deem necessary or appropriate to effect the intent and purposes of the assignment contained in Section 3.01;

(b) If under any product sales agreements other than division orders or transfer orders, any Production Proceeds are required to be paid by the purchaser to Mortgagor so that under such existing agreements payment cannot be made of such Production Proceeds to Mortgagee, to make, execute and enter into such sales agreements or other agreements as are necessary to direct Production Proceeds to be payable to Mortgagee; and

(c) Pursue any and all lien rights of Mortgagor to liens and security interests in the Mortgaged Property securing payment of Production and Proceeds attributable to the Mortgaged Property, including, but not limited to, those liens and security interests provided by the statutes of Louisiana, Alabama, Texas and Mississippi. In furtherance and not by way of limitation of the foregoing assignment contained in Section 3.01, Mortgagor further hereby assigns to Mortgagee, as security for payment of the secured indebtedness, any and all such liens, security interests, financing statements, or similar interests of Mortgagor attributable to its interests in the Mortgaged Property and Production and Proceeds therefrom arising under or created by said statutory provisions, judicial decisions, or otherwise;

GIVING AND GRANTING UNTO SAID ATTORNEY-IN-FACT FULL POWER AND AUTHORITY TO DO AND PERFORM (SUBJECT TO THE INTERCREDITOR AGREEMENT) ANY AND EVERY ACT AND THING WHATSOEVER NECESSARY AND REQUISITE TO BE DONE AS FULLY AND TO ALL INTENTS AND PURPOSES, AS MORTGAGOR MIGHT OR COULD DO IF PERSONALLY PRESENT; and Mortgagor shall be bound thereby as fully and effectively as if Mortgagor had personally executed, acknowledged and delivered any of the foregoing certificates or documents. The powers and authorities herein conferred upon Mortgagee may be exercised by Mortgagee through any person who, at the time of the execution of the particular instrument, is an officer of Mortgagee. **THE POWER OF ATTORNEY HEREIN CONFERRED IS GRANTED FOR VALUABLE CONSIDERATION AND HENCE IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE UNTIL THIS MORTGAGE HAS BEEN RELEASED IN ACCORDANCE WITH THE COLLATERAL TRUST AGREEMENT.** All persons dealing with Mortgagee or any substitute shall be fully protected in treating the powers and authorities conferred by this paragraph as continuing in full force and effect until advised by Mortgagee that such release has occurred. Mortgagee may, but shall not be obligated to, take such action (subject to the Intercreditor Agreement) as it deems appropriate in an effort to collect the Production Proceeds and any reasonable expenses (including reasonable attorney's fees) so incurred by Mortgagee shall be payable by Mortgagor under Section 2.01(e). Notwithstanding any term or provision in Section 3.01 to the contrary, Mortgagee has agreed not to exercise its right to directly receive delivery of Production and payment of Production Proceeds until a default has occurred and is continuing and written notice has been provided to Mortgagor by Mortgagee, and each party producing, purchasing or receiving Production may continue to make such deliveries or payments to Mortgagor until such time as such party has received notice from Mortgagee, Mortgagor or any of their agents or designees, that a default has occurred and is continuing and that such party is directed to make delivery or payment directly to Mortgagee.

Section 3.03 Change of Purchaser. To the extent a default has occurred hereunder and is continuing, should any person now or hereafter purchasing or taking Production fail to make payment promptly to Mortgagee of the Production Proceeds, Mortgagee shall, subject to then existing contractual

prohibitions and the Intercreditor Agreement, have the right to make, or to require Mortgagor to make, a change of purchaser, and the right to designate or approve the new purchaser, and Mortgagee shall have no liability or responsibility in connection therewith so long as ordinary care is used in making such designation.

Section 3.04 Application of Production Proceeds. If a default hereunder has occurred and is continuing, all Production Proceeds from time to time in the hands of Mortgagee shall be applied (subject to the Intercreditor Agreement and the Collateral Trust Agreement) by it toward the payment of all secured indebtedness (principal, interest, attorneys' fees and other fees and expenses) at such times and in such manner and order and to such extent as Mortgagee deems advisable consistent with Section 3.04 of the Collateral Trust Agreement.

Section 3.05 Release From Liability. Mortgagee and its successors and assigns are hereby released and absolved from all liability for failure to enforce collection of the Production Proceeds and from all other responsibility in connection therewith, except the responsibility of each to account to Mortgagor for funds actually received by each.

Section 3.06 Absolute Obligation to Pay. Nothing herein contained shall detract from or limit the obligation to make prompt payment of any and all secured indebtedness, at the time and in the manner provided herein and in the Parity Lien Documents, regardless of whether the Production and Production Proceeds herein assigned are sufficient to pay same, and the rights under this Article III shall be cumulative of all other rights under the Parity Lien Documents.

Article IV

REMEDIES UPON DEFAULT

Section 4.01 Default. The term "default" as used in this Mortgage shall mean the occurrence of any "Event of Default" as defined in any Parity Lien Document.

Section 4.02 Acceleration of Secured Indebtedness. Upon the occurrence of a default, Mortgagee at any time and from time to time may, but shall not be obligated (except at the direction of the Required Parity Lien Debtholders (as defined in the Collateral Trust Agreement; and, the term "Required Parity Lien Debtholders" shall be used herein with the same meaning assigned to such term in the Collateral Trust Agreement) in accordance with the Collateral Trust Agreement) to, (subject to the Intercreditor Agreement) without notice to Mortgagor or any other person declare any or all of the secured indebtedness immediately due and payable as provided in the Parity Lien Documents.

Section 4.03 Pre-Foreclosure Remedies. Upon the occurrence and continuance of a default, subject to the Intercreditor Agreement, Mortgagee is authorized, but shall not be obligated (except at the direction of the Required Parity Lien Debtholders in accordance with the Collateral Trust Agreement), prior or subsequent to the institution of any foreclosure proceedings, to enter upon the Property, or any part thereof, and to take possession of the Property and all books and records relating thereto, and to exercise without interference from Mortgagor any and all rights that Mortgagor has with respect to the management, possession, operation, protection or preservation of the Property. If necessary to obtain the possession provided for above, subject to the Intercreditor Agreement, Mortgagee may, but shall not be obligated (except at the direction of the Required Parity Lien Debtholders in accordance with the Collateral Trust Agreement) to, invoke any and all remedies to dispossess Mortgagor. All costs, expenses and liabilities of every character incurred by Mortgagee in managing, operating, maintaining, protecting or preserving the Property shall be payable by Mortgagor under Section 2.01(e). In connection with any action taken by Mortgagee pursuant to this Section 4.03, **MORTGAGEE SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY MORTGAGOR RESULTING FROM ANY ACT OR OMISSION OF MORTGAGEE (INCLUDING MORTGAGEE'S OWN NEGLIGENCE) IN MANAGING THE PROPERTY UNLESS SUCH LOSS IS CAUSED BY THE WILLFUL MISCONDUCT AND GROSS NEGLIGENCE OF MORTGAGEE**, nor shall Mortgagee be obligated to perform or discharge any obligation, duty or liability of Mortgagor arising under any agreement forming a part of the Property or arising under any

Permitted Encumbrance or otherwise arising. Mortgagor hereby assents to, ratifies and confirms any and all actions of Mortgagee with respect to the Property taken under this Section 4.03.

Section 4.04 Foreclosure. Subject to the Intercreditor Agreement:

(a) Upon the occurrence and continuance of a default, subject to the Intercreditor Agreement, Mortgagee or Trustee (as applicable) is authorized and empowered, but Mortgagee shall not be obligated (except at the direction of the Required Parity Lien Debtholders in accordance with the Collateral Trust Agreement), (and it shall be Trustee's special duty at the request of Mortgagee, if applicable) to sell the Deed of Trust Mortgaged Properties, or any part thereof, as an entirety or in parcels as Mortgagee may elect, at such place or places and otherwise in the manner and upon such notice as may be required by law or, in the absence of any such requirement, as Mortgagee or Trustee may deem appropriate. If Mortgagee or Trustee shall have given notice of sale hereunder, any successor or substitute Mortgagee or Trustee thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute Mortgagee or Trustee conducting the sale. Cumulative of the foregoing and the other provisions of this Section 4.04, as to any portion of the Deed of Trust Mortgaged Properties located in the State of Texas or the State of Mississippi (or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such states are applicable with respect to this Mortgage and/or the liens or security interests created hereby), such sales of all or any part of such Deed of Trust Mortgaged Properties shall be conducted at the courthouse of any county (whether or not the counties in which such Deed of Trust Mortgaged Properties are located are contiguous) in the State of Texas or the State of Mississippi, as the case may be, in which any part of such Deed of Trust Mortgaged Properties is situated or that lies shoreward of any Deed of Trust Mortgaged Property (i.e., to the extent a particular Deed of Trust Mortgaged Property lies offshore within the reasonable projected seaward extension of the relevant county boundary), at public venue to the highest bidder for cash between the hours of ten o'clock a.m. and four o'clock p.m. on the first Tuesday in any month or at such other place, time and date as provided by the statutes of the State of Texas or the State of Mississippi, as the case may be, then in force governing sales of real estate under powers conferred by deed of trust, after having given notice of such sale in accordance with such statutes.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW TRUSTEE TO TAKE THE DEED OF TRUST, MORTGAGED PROPERTIES AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

(b) Upon the occurrence and continuance of a default, this Mortgage may be foreclosed as to the Other Mortgaged Properties, or any part thereof, in any manner permitted by applicable law and in accordance with the Intercreditor Agreement. Cumulative of the foregoing and the other provisions of this Section 4.04, as to Other Mortgaged Properties located in the State of Louisiana (or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the liens or security interests created hereby), Mortgagee may foreclose this Mortgage by executory process subject to, and on the terms and conditions required or permitted by, applicable law, and shall have the right to appoint a keeper of such Other Mortgaged Properties. Cumulative of the foregoing and the other provisions of this Section 4.04, as to Other Mortgaged Properties located in the State of Alabama (or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the liens or security interests created hereby), Mortgagee may, after giving at least twenty-one (21) days' notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Other Mortgaged Property is situated or which lies shoreward of such Other Mortgaged Property (i.e. to the extent a particular Other Mortgaged

Property lies offshore within the reasonable projected seaward extension of the relevant county boundary), sell the Other Mortgaged Property in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of such sale as specified herein. Mortgagor agrees that Mortgagee may bid at any sale had under the terms of this Mortgage and may purchase the Other Mortgaged Properties if the highest bidder therefor. At the foreclosure sale the Other Mortgaged Properties may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner Mortgagee may elect. The power of sale granted herein is a continuing power and shall not be fully exercised until all of the Other Mortgaged Properties not previously sold shall have been sold or all of the secured indebtedness and other obligations secured hereby have been satisfied in full.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW MORTGAGEE TO TAKE THE OTHER MORTGAGED PROPERTIES AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

(c) Upon the occurrence and continuance of a default, subject to the Intercreditor Agreement, Mortgagee may, but shall not be obligated (except at the direction of the Required Parity Lien Debtholders in accordance with the Collateral Trust Agreement) to, exercise its rights of enforcement with respect to the Collateral under the New York Commercial Laws, as amended, under the Alabama Commercial Laws, as amended, under the Louisiana Commercial Laws, as amended, or under the Uniform Commercial Code or any other statute in force in any state to the extent the same is applicable law. Cumulative of the foregoing and the other provisions of this Section 4.04:

(i) Mortgagee may, but shall not be obligated (except at the direction of the Required Parity Lien Debtholders in accordance with the Collateral Trust Agreement) to, enter upon the Mortgaged Properties or otherwise upon Mortgagor's premises to take possession of, assemble and collect the Collateral or to render it unusable; and

(ii) Mortgagee may, but shall not be obligated (except at the direction of the Required Parity Lien Debtholders in accordance with the Collateral Trust Agreement) to, require Mortgagor to assemble the Collateral and make it available at a place Mortgagee designates that is mutually convenient to allow Mortgagee to take possession or dispose of the Collateral; and

(iii) written notice mailed to Mortgagor as provided herein at least ten (10) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; and

(iv) in the event of a foreclosure of the liens and/or security interests evidenced hereby, the Collateral, or any part thereof, and the Mortgaged Properties, or any part thereof, may, at the option of Mortgagee, be sold, as a whole or in parts, together or separately (including, without limitation, where a portion of the Mortgaged Properties is sold, the Collateral related thereto may be sold in connection therewith); and

(v) any expenses of sale provided for herein shall include the reasonable expenses of retaking the Collateral, or any part thereof, holding the same and preparing the same for sale or other disposition; and

(vi) should, under this subsection, the Collateral be disposed of other than by sale, any proceeds of such disposition shall be treated under Section 4.07 as if the same were sales proceeds; and

(vii) as to the Collateral located in or otherwise subject to the laws of the State of Alabama or the State of Louisiana, Mortgagee may, but shall not be obligated (except at the direction of the Required Parity Lien Debtholders in accordance with the Collateral Trust Agreement) to, foreclose this Mortgage as a security agreement affecting the Collateral by executory process subject to, and on the terms and conditions required or permitted by applicable law, and shall have the right to appoint a keeper of such Collateral.

(d) To the extent permitted by applicable law, the sale hereunder of less than the whole of the Property shall not exhaust the powers of sale herein granted or the right to judicial foreclosure, and successive sale or sales may be made until the whole of the Property shall be sold, and, if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the indebtedness secured hereby and the expense of conducting such sale, this Mortgage and the liens and security interests hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Mortgagor shall never have any right to require the sale of less than the whole of the Property. In the event any sale hereunder is not completed or is defective in the opinion of Mortgagee, such sale shall not exhaust the powers of sale hereunder or the right to judicial foreclosure, and Mortgagee shall have the right to cause a subsequent sale or sales to be made. Any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. The Trustee or his successor or substitute, and Mortgagee acting under power of sale, may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by it (including, without limitation, the posting of notices and the conduct of sale), and such appointment need not be in writing or recorded. Any and all statements of fact or other recitals made in any deed or deeds, or other instruments of transfer, given in connection with a sale as to nonpayment of the secured indebtedness or as to the occurrence of any default, or as to all of the secured indebtedness having been declared to be due and payable, or as to the request to sell, or as to notice of time, place and terms of sale and the properties to be sold having been duly given, or, with respect to any sale by the Trustee or Mortgagee, or any successor or substitute trustee, as to the refusal, failure or inability to act of Trustee or Mortgagee or any substitute or successor trustee or the appointment of any substitute or successor trustee, or as to any other act or thing having been duly done, shall be taken as prima facie evidence of the truth of the facts so stated and recited. Any sale or sales of the Mortgaged Property, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever either at law or in equity, of Mortgagor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against Mortgagor, and Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under Mortgagor or Mortgagor's successors or assigns. Nevertheless, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold. Notwithstanding any reference herein to the Indenture or any other Parity Lien Document, all persons dealing with the Mortgaged Properties shall be entitled to rely on any document, or certificate, of Mortgagee as to the occurrence of an event, such as an "Event of Default", and shall not be charged with or forced to review any provision of any other document to determine the accuracy thereof. With respect to any sale held in foreclosure of the liens and/or security interests covered hereby, it shall not be necessary for the Trustee, Mortgagee, any public officer acting under execution or order of the court or any other party to have physically present or constructively in his/her or its possession, either at the time of or prior to such sale, the Property or any part thereof. With respect to the application of proceeds of disposition of the Property under Section 4.07 hereof, the costs and expenses incident to disposition shall include the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by Mortgagee or the Trustee, as applicable. Any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale

hereunder as to nonpayment of the secured indebtedness or as to the occurrence of any default, or as to Mortgagee having declared all of such secured indebtedness to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by Mortgagee or the Trustee, as applicable, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and Mortgagee or the Trustee, as applicable, may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Mortgagee or the Trustee, as applicable, including the sending of notices and the conduct of the sale, but in the name and on behalf of Mortgagee or the Trustee, as applicable.

(e) As to Property now or hereafter located in (or cover properties located in) the state of Louisiana or that are located within (or cover properties located within) the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the liens or security interests created hereby, Mortgagor acknowledges the secured indebtedness, whether now existing or to arise hereafter, and for Mortgagor, Mortgagor's heirs, devisees, personal representatives, successors and assigns, hereby confesses judgment for the full amount of the secured indebtedness in favor of Mortgagee. Mortgagor further agrees that Mortgagee may cause all or any part of the Property to be seized and sold after due process of law, Mortgagor waiving the benefit of all laws or parts of laws relative to the appraisal of property seized and sold under executory process or other legal process, and consenting that all or any part of the Property may be sold without appraisal, either in its entirety or in lots and parcels, as Mortgagee may determine, to the highest bidder for cash or on such terms as the plaintiff in such proceedings may direct. Mortgagor hereby waives (i) the benefit of appraisal provided for in articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure and all other laws conferring the same; (ii) [reserved]; (iii) the notice of seizure provided for in articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iv) the three (3) days delay provided for in articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (v) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above. Mortgagor expressly authorizes and agrees that Mortgagee shall have the right to appoint a keeper of such Property pursuant to the terms and provisions of La. R.S. 9:5131 et seq. and La. R.S. 9:5136 et seq., which keeper may be Mortgagee, any agent or employee thereof, or any other person, firm, or corporation. Compensation for the services of the keeper shall be secured by the liens and security interests of this Mortgage.

(f) For the avoidance of doubt, and notwithstanding anything in this Mortgage to the contrary: (i) as to that portion of the Deed of Trust Mortgaged Properties located in the State of Texas, or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of the State of Texas are applicable with respect to this Mortgage and/or the liens or security interests created hereby, and consisting of real property (such portion of the Deed of Trust Mortgaged Properties being referred to as the "Texas Real Property"), any non-judicial foreclosure sale and notice thereof pursuant to this Mortgage shall be made in accordance with the then applicable provisions of Chapter 51 of the Texas Property Code, as the same may be amended, or any successor statute, and (ii) as to any portion of the Collateral located in the State of Texas, or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of the State of Texas are applicable with respect to this Mortgage and/or the liens or security interests created hereby, and consisting of "fixtures" and/or "as-extracted collateral," as such terms are defined in the Uniform Commercial Code in effect in the State of Texas (the "Texas UCC" and such portion of the Collateral being referred to as the "Texas UCC Collateral"), any non-judicial foreclosure sale and notice thereof pursuant to this Mortgage shall be made as permitted or required by Chapter 9 of the Texas UCC relating to the sale of collateral after default by a debtor (as such laws now exist or may be hereafter amended or succeeded), or by any other present or subsequent amendments or enactments relating to same (with it being understood that, pursuant to Section 9.604 of the Texas UCC, Mortgagee has the right, at its option, to proceed (x) under

Chapter 9 of the Texas UCC as to personal property without prejudicing any rights with respect to real property, or (y) as to both personal property and real property in accordance with Mortgagee's rights with respect to such real property).

Section 4.05 Effective as Mortgage. As to the Deed of Trust Mortgaged Properties, this instrument shall be effective as a mortgage as well as a deed of trust and upon the occurrence of a default may be foreclosed as to the Deed of Trust Mortgaged Properties, or any portion thereof, in any manner permitted by applicable law and in accordance with the Intercreditor Agreement, and any foreclosure suit may be brought by Trustee or by Mortgagee. To the extent, if any, required to cause this instrument to be so effective as a mortgage as well as a deed of trust, Mortgagor hereby mortgages the Deed of Trust Mortgaged Properties to Mortgagee. In the event a foreclosure hereunder as to the Deed of Trust Mortgaged Properties, or any part thereof, shall be commenced by Trustee, or his substitute or successor, Mortgagee may at any time before the sale of such properties direct Trustee to abandon the sale, and may then institute suit for the foreclosure of this Mortgage as to such properties. It is agreed that if Mortgagee should institute a suit for the foreclosure of this Mortgage, Mortgagee may at any time before the entry of a final judgment in said suit dismiss the same, and require Trustee, its substitute or successor, to sell the Deed of Trust Mortgaged Properties, or any part thereof, in accordance with the provisions of this Mortgage and the Intercreditor Agreement.

Section 4.06 Receiver. In addition to all other remedies herein provided for, Mortgagor agrees that, upon the occurrence of a default or any event or circumstance that, with the lapse of time or the giving of notice, or both, would constitute a default hereunder, Mortgagee shall as a matter of right be entitled (subject to the Intercreditor Agreement) to the appointment of a receiver or receivers for all or any part of the Property, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Property or the solvency of any person or persons liable for the payment of the indebtedness secured hereby, and Mortgagor does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment, and agrees not to oppose any application therefor by Mortgagee, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Mortgagee under Article III hereof Mortgagor expressly waives notice of a hearing for appointment of a receiver and the necessity for bond or an accounting by the receiver. Nothing herein is to be construed to deprive Mortgagee of any other right, remedy or privilege it may now or hereafter have under the law to have a receiver appointed. Any money advanced by Mortgagee in connection with any such receivership shall be payable by Mortgagor under Section 2.01(e).

Section 4.07 Proceeds of Foreclosure. Subject to the Intercreditor Agreement, the proceeds received pursuant to any exercise of remedies under this Mortgage shall be applied pursuant to Section 3.04 of the Collateral Trust Agreement.

Section 4.08 Mortgagee as Purchaser. Any party constituting Mortgagee shall have the right (subject to the Intercreditor Agreement) to become the purchaser at any sale held in foreclosure of the liens and/or security interests evidenced hereby, and any party constituting Mortgagee that is purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the secured indebtedness owing to such party, or if such party holds less than all of such indebtedness, the pro rata part thereof owing to such party, accounting to all other parties constituting Mortgagee who are not joining in such bid in cash for the portion of such bid or bids apportionable to such non-bidding parties.

Section 4.09 Foreclosure as to Matured Debt. Subject to the Intercreditor Agreement, upon the occurrence and continuance of a default, Mortgagee shall have the right to proceed with foreclosure of the liens and/or security interests evidenced hereby without declaring the entire secured indebtedness due, and in such event, any such foreclosure sale may be made subject to the unmatured part of the secured indebtedness and shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part, this Mortgage shall remain in full force and effect just as though no sale had been made. The proceeds of such sale shall be applied as provided in Section 4.07.

Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the secured indebtedness.

Section 4.10 Remedies Cumulative. All remedies herein provided for are cumulative of each other and of all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other Parity Lien Document, and, in addition to the remedies herein provided, there shall continue to be available all such other remedies as may now or hereafter exist at law or in equity for the collection of the secured indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and/or security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other Parity Lien Document or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

Section 4.11 Discretion as to Security. Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the secured indebtedness, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage. In furtherance and not in limitation of the foregoing, Mortgagee may elect to treat the fixtures constituting a part of the Mortgaged Property as either immovable property collateral or movable property collateral and then proceed to exercise such rights as apply to such type of collateral.

Section 4.12 Mortgagor's Waiver of Certain Rights. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Mortgagor, for Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by applicable law, hereby waives and releases all rights of appraisal, valuation, stay of execution, redemption, notice of intention to mature or declare due the whole of the secured indebtedness, notice of election to mature or declare due the whole of the secured indebtedness and all rights to a marshaling of assets of Mortgagor, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and/or security interests hereby created. Mortgagor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatever to defeat, reduce or affect the right under the terms of this Mortgage to a sale of the Property for the collection of the secured indebtedness without any prior or different resort for collection, or the right under the terms of this Mortgage to the payment of the secured indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatever. If any law referred to in this section and now in force, of which Mortgagor or Mortgagor's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Mortgaged Properties or the Collateral might take advantage despite this section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this section.

Section 4.13 Mortgagor as Tenant Post-Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagor's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Property by, through or under Mortgagor are occupying or using the Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser. To the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the 20 occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for

possession of the property (such as an action for forcible entry and detainer) in any court having jurisdiction.

Article V

MISCELLANEOUS

Section 5.01 Scope of Mortgage. This Mortgage is a deed of trust and mortgage of both real/immovable and personal/movable property, a security agreement, and an assignment, and also covers proceeds, goods that are or are to become fixtures, and as-extracted collateral.

Section 5.02 Financing Statement. This Mortgage covers goods that are or are to become fixtures on the real property described herein, and Mortgagee shall have the right to file a financing statement in accordance with the Louisiana Uniform Commercial Code, covering fixtures and minerals and other substances of value that may be extracted from the earth (including without limitation oil and gas and other “as-extracted collateral”, as that term is defined in the Uniform Commercial Code), and accounts related thereto, that will be financed at the wellhead or minehead of the wells or mines located on the Mortgaged Properties. This Mortgage is to be filed for record in the real/immovable property records of each county or parish where any part of the Mortgaged Properties is situated or that lies shoreward of any Mortgaged Property (i.e., to the extent a Mortgaged Property lies offshore within the projected seaward extension of the relevant county or parish boundaries), and may also be filed in the offices of the Bureau of Land Management or the Bureau of Ocean Energy Management or any other relevant federal or state agency (or any successor agencies). The mailing address of Mortgagor (debtor) is the address of Mortgagor set forth in the initial paragraph this Mortgage and the address of Mortgagee (secured party) from which information concerning the security interests hereunder may be obtained is the address of Mortgagee set forth in the initial paragraph of this Mortgage. Further, Mortgagor has an interest of record in the real property described in this Mortgage and in the exhibits attached hereto (or if Mortgagor does not have an interest of record in such real property described in this Mortgage and in the exhibits attached hereto, then the name of the record owner is provided in the body of this Mortgage or in such exhibits).

Section 5.03 [Reserved]

Section 5.04 Notice to Account Debtors. In addition to, but without limitation of, the rights granted in Article III hereof, subject to the Intercreditor Agreement, Mortgagee may, at any time after a default has occurred that is continuing, notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness included in the Collateral to pay Mortgagee directly.

Section 5.05 Waivers. Mortgagee may at any time and from time to time in writing waive compliance by Mortgagor with any covenant herein made by Mortgagor to the extent and in the manner specified in such writing, or consent to Mortgagor’s doing any act that hereunder Mortgagor is prohibited from doing, or to Mortgagor’s failing to do any act that hereunder Mortgagor is required to do, to the extent and in the manner specified in such writing, or release any part of the Property or any interest therein or any Production Proceeds from the lien and security interest of this Mortgage, without the joinder of Trustee. Any party liable, either directly or indirectly, for the secured indebtedness or for any covenant herein or in any other Parity Lien Document may be released from all or any part of such obligations without impairing or releasing the liability of any other party. No such act shall in any way impair any rights or powers hereunder except to the extent specifically agreed to in such writing.

Section 5.06 No Impairment of Security. The lien, security interest and other security rights hereunder shall not be impaired by any indulgence, moratorium or waiver that may be granted including, but not limited to, any renewal, extension or modification that may be granted with respect to any secured indebtedness, or any surrender, compromise, release, renewal, extension, exchange or substitution that may be granted in respect of the Property (including without limitation Production Proceeds), or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any secured indebtedness.

Section 5.07 Acts Not Constituting Waiver. Any default may be waived without waiving any other prior or subsequent default. Any default may be remedied without waiving the default remedied. Neither failure to exercise, nor delay in exercising, any right, power or remedy upon any default shall be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Mortgagor therefrom shall in any event be effective unless the same shall be in writing and signed by Mortgagee and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to nor demand on Mortgagor in any case shall of itself entitle Mortgagor to any other or further notice or demand in similar or other circumstances. Acceptance of any payment in an amount less than the amount then due on any secured indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of a default hereunder.

Section 5.08 Mortgagor's Successors. In the event the ownership of the Property or any part thereof becomes vested in a person other than Mortgagor, then, without notice to Mortgagee, such successor or successors in interest may be dealt with, with reference to this Mortgage and to the indebtedness secured hereby, in the same manner as with Mortgagor, without in any way vitiating or discharging Mortgagor's liability hereunder or for the payment of the indebtedness or performance of the obligations secured hereby. No transfer of the Property, no forbearance, and no extension of the time for the payment of the indebtedness secured hereby, shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Mortgagor hereunder or for the payment of the indebtedness or performance of the obligations secured hereby, or the liability of any other person hereunder or for the payment of the indebtedness secured hereby.

Section 5.09 Place of Payment. All secured indebtedness that may be owing hereunder at any time by Mortgagor shall be payable at the place designated in the Collateral Trust Agreement, or in any other Parity Lien document (or if no such designation is made, at the address of Mortgagee indicated at the end of this Mortgage), or at such other place as Mortgagee may designate in writing.

Section 5.10 Subrogation to Existing Liens. To the extent that proceeds of the Parity Lien Debt (as defined in the Collateral Trust Agreement) are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced at Mortgagor's request, and the party or parties advancing the same shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether said liens, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such indebtedness, Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness.

Section 5.11 Application of Payments to Certain Indebtedness. If any part of the secured indebtedness cannot be lawfully secured by this Mortgage or if any part of the Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof that is not secured by this Mortgage.

Section 5.12 Compliance With Usury Laws. It is the intent of Mortgagor, Mortgagee and all other parties to the Parity Lien Documents to contract in strict compliance with applicable usury law from time to time in effect. In furtherance thereof, it is stipulated and agreed that none of the terms and provisions contained herein shall ever be construed to create a contract to pay, for the use, forbearance or detention of money, interest in excess of the maximum amount of interest permitted to be charged by applicable law from time to time in effect.

Section 5.13 Substitute Trustee. The Trustee may resign by an instrument in writing addressed to Mortgagee, or Trustee may be removed at any time with or without cause by an instrument

in writing executed by Mortgagee. In case of the death, resignation, removal, or disqualification of Trustee, or if for any reason Mortgagee shall deem it desirable to appoint a substitute or successor trustee to act instead of the herein named trustee or any substitute or successor trustee, then Mortgagee shall have the right and is hereby authorized and empowered to appoint a successor trustee, or a substitute trustee, without other formality than appointment and designation in writing executed by Mortgagee and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness secured hereby has been paid in full, or until the Property is sold hereunder. In the event the secured indebtedness is owned by more than one person or entity, the holder or holders of not less than a majority in the amount of such indebtedness shall have the right and authority to make the appointment of a successor or substitute trustee as provided for in the preceding sentence or to remove Trustee as provided in the first sentence of this section. Such appointment and designation by Mortgagee, or by the holder or holders of not less than a majority of the indebtedness secured hereby, shall be full evidence of the right and authority to make the same and of all facts therein recited. If Mortgagee is a corporation or association and such appointment is executed on its behalf by an officer of such corporation or association, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation or association. Mortgagee may act through an agent or attorney-in-fact in substituting trustees. Upon the making of any such appointment and designation, all of the estate and title of Trustee in the Deed of Trust Mortgaged Properties shall vest in the named successor or substitute Trustee and such successor or substitute shall thereupon succeed to, and shall hold, possess and execute, all the rights, powers, privileges, immunities and duties herein conferred upon Trustee; but nevertheless, upon the written request of Mortgagee or of the successor or substitute Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor or substitute Trustee all of the estate and title in the Deed of Trust Mortgaged Properties of the Trustee so ceasing to act, together with all the rights, powers, privileges, immunities and duties herein conferred upon the Trustee, and shall duly assign, transfer and deliver any of the properties and moneys held by said Trustee hereunder to said successor or substitute Trustee. All references herein to Trustee shall be deemed to refer to Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder.

Section 5.14 No Liability for Trustee. THE TRUSTEE SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY TRUSTEE IN GOOD FAITH, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THE TRUSTEE'S NEGLIGENCE), EXCEPT FOR TRUSTEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by the Trustee hereunder, believed by the Trustee in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder. Mortgagor hereby ratifies and confirms any and all acts that the herein named Trustee or its successor or successors, substitute or substitutes, shall do lawfully by virtue hereof. Mortgagor will reimburse Trustee for, and indemnify and save Trustee harmless against, any and all liability and expenses (including attorneys' fees) that may be incurred by Trustee in the performance of his duties. The foregoing indemnities shall not terminate upon the Release Date or upon the release, foreclosure or other termination of this Mortgage but will survive the Release Date, foreclosure of this Mortgage or conveyance in lieu of foreclosure, and the repayment of the secured indebtedness and the discharge and release of this Mortgage and the other documents evidencing and/or securing the secured indebtedness. Any amount to be paid hereunder by Mortgagor to Trustee shall be a demand obligation owing by Mortgagor to Trustee and shall be subject to and covered by the provisions of Article II hereof.

Section 5.15 Release of Mortgage. Mortgagor may request that this Mortgage be terminated upon Security Termination or as otherwise set forth in the Parity Lien Documents (including Section 13.07 of the Indenture and Article IV of the Collateral Trust Agreement). Upon such

termination Mortgagee may further request that a written act of release of this Mortgage be provided (except this Mortgage shall be reinstated to the extent expressly provided herein, and will continue with respect to indemnification and other rights that are to continue following the release hereof). Mortgagee agrees to deliver such an act of release (subject to the foregoing limitation), all at the cost and expense of Mortgagor, promptly following such request unless Mortgagee in good faith, has cause to believe that Mortgagor is not entitled to a termination of this Mortgage. Any partial release of Property from the lien created by this Mortgage shall be effective upon execution thereof by Mortgagee without the joinder of the Trustee or any other Parity Lien Secured Party; provided that any such partial release of Property is made in accordance with the Parity Lien Documents (including Section 13.07 of the Indenture and Article IV of the Collateral Trust Agreement). Notwithstanding the foregoing, it is understood and agreed that certain indemnifications, and other rights, that are provided herein to continue following the release hereof, shall continue in effect notwithstanding such release of such payment or payments; and provided that if any payment to Mortgagee is held to constitute a preference or a voidable transfer under applicable state or federal laws or if for any other reason Mortgagee is required to refund such payment to the payor thereof or to pay the amount thereof to any third party, this Mortgage shall be reinstated to the extent of such payment or payments.

Section 5.16 Notices. All notices, requests, consents, demands and other communications required or permitted hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by telecopy or telex, by delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified at the end of this Mortgage (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given (a) in the case of personal delivery or delivery service, as of the date of first attempted delivery during normal business hours at the address provided herein, (b) in the case of telecopy or telex, upon receipt, and (c) in the case of registered or certified United States mail, three days after deposit in the mail. Notwithstanding the foregoing, or anything else in the Parity Lien Documents that may appear to the contrary, any notice given in connection with a foreclosure of the liens and/or security interests created hereunder, or otherwise in connection with the exercise by Mortgagee or Trustee of their respective rights hereunder or under any other Parity Lien Document, that is given in a manner permitted by applicable law shall constitute proper notice; without limitation of the foregoing, notice given in a form required or permitted by statute shall (as to the portion of the Property to which such statute is applicable) constitute proper notice.

Section 5.17 Invalidity of Certain Provisions. A determination that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

Section 5.18 Gender; Titles. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural (and vice versa), unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions.

Section 5.19 Recording. Mortgagor will cause this Mortgage and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating thereto to be recorded, filed, re-recorded and refiled in such manner and in such places as required to perfect Mortgagee's interest herein properly or as Trustee or Mortgagee shall reasonably request and will pay all such recording, filing, re-recording and re-filing taxes, fees and other charges.

Section 5.20 Reporting Compliance. Mortgagor agrees to comply with any and all reporting requirements applicable to the transaction secured by this Mortgage that are set forth in any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, and further agrees upon request of Mortgagee to furnish Mortgagee with evidence of such compliance.

Section 5.21 Acceptance Presumed. The acceptance of this Mortgage by Mortgagee and the consent by Mortgagee to the terms and conditions of this Mortgage are presumed and, under the provisions of La. Civ. Code Ann. art 3289, Mortgagee has not been required to sign this Mortgage.

Section 5.22 Renewals, Amendments and Other Security. Renewals and extensions of the secured indebtedness may be given at any time and amendments may be made to agreements relating to any part of such secured indebtedness (in accordance with such agreements) or the Property and the Collateral Trustee may take or may now hold other security for the secured indebtedness, all without notice to or consent of Mortgagor.

Section 5.23 Certain Obligations of Mortgagor. Without limiting Mortgagor's obligations hereunder, Mortgagor's liability hereunder shall extend to and include all post-petition interest, expenses, and other duties and liabilities with respect to Mortgagor's obligations hereunder that would be owed but for the fact that the same may be unenforceable due to the existence of a bankruptcy, reorganization or similar proceeding.

Section 5.24 Collateral Trustee and Parity Lien Secured Parties. It is hereby contemplated that additional persons shall or may hereafter become Parity Lien Secured Parties under the Collateral Trust Agreement, and in such event: (a) in its capacity as Collateral Trustee under the Collateral Trust Agreement, Wilmington Trust, National Association, together with its successors in such capacity, shall have all authority, without the need to secure the consent or joinder of any other parties constituting Parity Lien Secured Parties under the Collateral Trust Agreement, to perform any acts and/or enforce any remedies afforded Mortgagee hereunder, including without limitation any remedies afforded Mortgagee under Article IV hereof, and to receive any notices or payments (including without limitation payment of Production Proceeds pursuant to Article III hereof), on behalf of Mortgagee and/or on behalf of the parties constituting Parity Lien Secured Parties under the Collateral Trust Agreement, and (b) any rights, titles, liens and security interests in or relating to the Property shall be automatically held, upon and subject to the terms of the Collateral Trust Agreement, by Trustee or by Wilmington Trust, National Association, as Collateral Trustee, as the case may be, for the benefit of all parties constituting Parity Lien Secured Parties under the Collateral Trust Agreement, and any rights and remedies afforded Mortgagee hereunder (including without limitation any of same relating to indemnities) shall be automatically held and exercised, upon and subject to the terms of the Collateral Trust Agreement, by Wilmington Trust, National Association, as Collateral Trustee for all parties constituting Parity Lien Secured Parties under the Collateral Trust Agreement.

Section 5.25 Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which are identical, except that, to facilitate recordation or filing, in any particular counterpart portions of Exhibit A hereto that describe properties situated in, or on the outer continental shelf adjacent to, counties or parishes other than the county or parish in which such counterpart is to be recorded or filed may be omitted and further except that, to facilitate filing with the Bureau of Ocean Energy Management of the United States Department of the Interior in its lease file for any particular lease, portions of Exhibit A hereto that describe properties other than such lease may be omitted from any particular counterpart or photocopy thereof filed in such lease file. The exhibits referenced in and attached to this Mortgage shall constitute and be a part of this Mortgage for all purposes.

Section 5.26 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 Trustee, Mortgagee and the Parity Lien Secured Parties and their respective successors and assigns, and shall constitute covenants running with the Mortgaged Properties. All references in this Mortgage to Mortgagor, Mortgagee, Trustee or the Parity Lien Secured Parties shall be deemed to include all such successors and assigns.

Section 5.27 FINAL AGREEMENT OF THE PARTIES. THE WRITTEN PARITY LIEN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS,

OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 5.28 CHOICE OF LAW. THIS MORTGAGE, EXCEPT AS EXPRESSLY PROVIDED BELOW WITH RESPECT TO THE LOUISIANA LAW COLLATERAL (HEREINAFTER DEFINED) SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE AND THE LAWS OF THE UNITED STATES OF AMERICA, EXCEPT THAT TO THE EXTENT THAT THE LAW OF A STATE IN WHICH A PORTION OF THE PROPERTY IS LOCATED (OR THAT IS OTHERWISE APPLICABLE TO A PORTION OF THE PROPERTY) GOVERNS WITH RESPECT TO PROCEDURAL AND SUBSTANTIVE MATTERS RELATING TO THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS, SECURITY INTERESTS AND OTHER RIGHTS AND REMEDIES OF THE TRUSTEE OR MORTGAGEE GRANTED HEREIN, THE LAW OF SUCH STATE SHALL APPLY AS TO THAT PORTION OF THE PROPERTY LOCATED IN (OR THAT IS OTHERWISE SUBJECT TO THE LAWS OF) SUCH STATE. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION, THE LOUISIANA LAW PROVISIONS (HEREINAFTER DEFINED) SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF LOUISIANA. THE "LOUISIANA LAW PROVISIONS" ARE THOSE PROVISIONS OF THIS MORTGAGE WITH RESPECT TO THE PROCEDURAL AND SUBSTANTIVE MATTERS RELATING TO THE CREATION, PERFECTION, PRIORITY, ENFORCEMENT AND FORECLOSURE OF THE LIENS, SECURITY INTERESTS AND OTHER RIGHTS AND REMEDIES OF THE TRUSTEE OR MORTGAGEE GRANTED HEREIN IN THE LOUISIANA REAL PROPERTY AND THE LOUISIANA COLLATERAL (COLLECTIVELY, THE "LOUISIANA LAW COLLATERAL") AND THE NATURE OF AN INTEREST IN THE LOUISIANA LAW COLLATERAL RESULTING FROM ANY SUCH ENFORCEMENT OR FORECLOSURE.

Section 5.29 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 Mortgage. There may be attached to counterparts hereof being recorded in Louisiana certain resolutions and/or other authorizations authorizing the execution and delivery of this Mortgage.

Section 5.30 Paraph. Mortgagor acknowledges that no written evidences of the secured indebtedness has been presented to the undersigned Notary Public(s) to be paraphed for identification herewith.

Section 5.31 Priority. The parties hereby acknowledge and agree that this Mortgage shall be entitled to the continuing preference and priority provided by Louisiana Civil Code Article 3298, as it may be amended from time to time.

Section 5.32 Authentic Evidence. Any and all declarations of facts made by authentic act before a notary public in the presence of two witnesses by a person declaring that such facts lie within his knowledge shall constitute authentic evidence of such facts for the purpose of executory process. Mortgagor specifically agrees that such an affidavit by a representative of Mortgagee as to the existence, amount, terms and maturity of the Indebtedness and of a default thereunder shall constitute authentic evidence of such facts for the purpose of executory process.

Section 5.33 Nature of Instrument. Mortgagee and Mortgagor agree that this Mortgage, insofar as it covers and affects the Mortgaged Properties, is intended to be and shall be construed as being a deed of trust instrument that covers and affects the Deed of Trust Mortgaged Properties and as a mortgage instrument that covers and affects the Other Mortgaged Properties. The powers, rights, and remedies herein granted and hereby afforded to the Trustee are granted and shall be afforded solely with respect to the Deed of Trust Mortgaged Properties and shall in no way limit, restrict, impair, hinder, or

otherwise affect the powers, rights and/or remedies herein granted and/or hereby afforded to Mortgagee with respect to the Other Mortgaged Properties. This Mortgage shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, mortgage, or security agreement, and from time to time as any one or more thereof.

Section 5.34 Concerning the Collateral Trustee. Wilmington Trust, National Association, as Mortgagee, is a party to this Mortgage solely in its capacity as Collateral Trustee pursuant to the Collateral Trust Agreement and not in its individual capacity. Mortgagee shall have all of the rights, privileges, indemnities, and immunities afforded to it as Collateral Trustee under the Collateral Trust Agreement, as though fully set forth herein.

Section 5.35 State Specific Provisions. In the event of any inconsistencies between this Section 5.35 and any of the other terms and provisions of this Mortgage, the terms and provisions of this Section 5.35 shall control and be binding. The terms of this Section 5.35 apply with respect to the Property which is located in the State of Louisiana, notwithstanding anything contained herein to the contrary but subject at all times to the provisions of the Intercreditor Agreement.

(a) **Louisiana Remedies.** If any default shall occur and be continuing, Mortgagee may, in addition to and not in lieu of any other rights and remedies hereunder or provided by law, exercise any and all remedies provided in any of the other Parity Lien Documents, or exercise one or more of the following rights and remedies:

(i) **Acceleration: Foreclosure.** Mortgagee shall have the right, at its sole option, to accelerate the maturity and demand payment in full of the Parity Lien Obligations. Mortgagee shall then have the right to commence appropriate foreclosure proceedings against the Property as provided in this Mortgage.

(ii) **Seizure and Sale of Property.** In the event that Mortgagee elects to commence appropriate Louisiana foreclosure proceedings under this Mortgage, Mortgagee may cause the Property, or any part or parts thereof, to be immediately seized and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisal, and without the necessity of making additional demand upon or notifying Mortgagor or placing Mortgagor in default, all of which are expressly waived.

(iii) **Keeper.** Should any or all of the Property be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any Mortgagee designated by Mortgagee, or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as Keeper of the Property as provided under La. R.S. 9:5136 et seq. Such a Keeper shall be entitled to reasonable compensation. Mortgagor agrees to pay the reasonable fees of such Keeper, which are hereby fixed at the greater of market rate or \$50.00 per hour, which compensation to the Keeper shall also be secured by this Mortgage.

(iv) **Declaration of Fact.** Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-629, where applicable.

(v) **Specific Performance.** Mortgagee may, in addition to the foregoing remedies, or in lieu thereof, in Mortgagee's sole discretion, pursuant to Louisiana Civil Code Article 1986, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained herein, or in aid of the execution or enforcement of any power herein granted.

(b) Pledge of Leases and Rents and Profits. Notwithstanding anything to the contrary contained herein, the pledge of the leases and Rents and Profits granted herein to Mortgagee of the leases and Rents and Profits shall also secure the Indebtedness that may be outstanding at any time and from time to time up to the Maximum Secured Amount. Upon the occurrence of an Event of Default hereunder, then the pledge of the leases and Rents and Profits granted in this Mortgage may be enforced as provided in Title XX-A “Pledge,” of Book III of the Louisiana Civil Code of 1870 containing Articles 3141 through 3175, as supplemented by La. R.S. 9:4401, and Mortgagee, without in any way waiving such default, at its option and subject to applicable laws, upon notice and without regard to the adequacy of the security for the Indebtedness or to whether it has exercised any of its other rights or remedies hereunder, shall have the right to directly collect and receive all Rents and Profits and any other proceeds and/or payments arising under or in any way accruing under the leases pledged herein, as such amounts become due and payable and to apply the same to the Indebtedness as provided herein. Nothing herein shall be construed to limit the exercise of any remedies otherwise granted to Mortgagee in this instrument.

(c) Louisiana Defined Terms. The term “lien” will also mean a privilege, mortgage, security interest, assignment, or other encumbrance. The term “county” shall mean “parish.” The term “real property” or “real estate” will mean “immovable property” as that term is used in the Louisiana Civil Code. The term “personal property” will mean “movable property” as that term is used in the Louisiana Civil Code. The term “easement” will mean “servitude” as that term is used in the Louisiana Civil Code. The term “building” will also include “other constructions” as that term is used in the Louisiana Civil Code. The term “tangible” will mean “corporeal” as that term is used in Louisiana law. The term “intangible” will mean “incorporeal” as that term is used in Louisiana law. The term “condemnation” will include “expropriation” as that term is used in Louisiana law. The term “receiver” will include “keeper” as that term is used in Louisiana law. The terms “fee simple” and “fee simple title” will mean “full ownership interest” as that term is used in Louisiana law. The term “fixtures” will also mean “component parts” and other “immovable property” as those terms are used in the Louisiana Civil Code.

(d) Waiver and Release. The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving and other certificates and relieve and release the Notary Public before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

(e) Special Appointment of Mortgagee. In addition to all of the rights and remedies of Mortgagee hereunder, so long as this Mortgage remains in effect, Mortgagee is, pursuant to La. R.S. 9:5388, hereby appointed by Mortgagor as Mortgagee and attorney-in-fact of Mortgagor, coupled with an interest, to carry out and enforce all or any specified portion of the incorporeal rights comprising part of the Property.

(f) Assignment of Insurance Proceeds. This Mortgage is intended to be and shall serve as a collateral assignment and pledge of all insurance proceeds attributable to any insured loss of any of the Property, pursuant to La.R.S. 9:5386, whether such insurance proceeds or any of them now exist or arise in the future, and Mortgagor does hereby irrevocably make, constitute, and appoint the insurer and Mortgagees of the insurer as the true and lawful mandataries and attorneys-in-fact of Mortgagor to carry out and enforce all of Mortgagee's rights, title, and interest in and to any or all of the insurance proceeds hereby collaterally assigned, the power of attorney herein granted being one coupled with an interest. The collateral assignment and pledge of the insurance proceeds shall not be construed as imposing upon Mortgagor any obligations with respect thereto unless and until it may become the absolute owner thereof and Mortgagor shall have been wholly dispossessed thereof.

REMAINDER INTENTIONALLY LEFT BLANK

THUS DONE AND PASSED, in the County of Harris, State of Texas, this 9th day of April, 2024, and made effective as of April 9th, 2024 in my presence and in the presence of the undersigned competent witnesses, who hereunto sign their names with Mortgagor and me, Notary, after reading of the whole.

WITNESSES

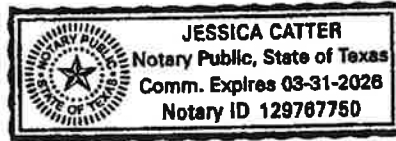
W&T OFFSHORE, INC.

Jessica Meadows
Printed Name: Jessica Meadows

By: [Signature]
Name: Sameer Parasnis
Title: Executive Vice President and Chief Financial Officer

[Signature]
Printed Name: LAMYEN KNOWLES

[Signature]
Notary Public, State of Texas
Printed Name: Jessica Catter
My Commission Expires on: 3-31-26
Notarial Identification Number: 129767750



The address of Mortgagor is:

5718 Westheimer Rd, Suite 700
Houston, TX 77057

Last Four Digits of Taxpayer I.D. No.: 1985

EXHIBIT A

to

SECOND LIEN DEED OF TRUST, MORTGAGE, ASSIGNMENT, AND SECURITY
AGREEMENT,

from

W&T OFFSHORE, INC.

to

KEN FARMER, TRUSTEE

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
AS COLLATERAL TRUSTEE

1. Depth limitations, unit designations, unit tract descriptions and descriptions of undivided leasehold interests, well names, "Operating Interests", "Working Interests" and "Net Revenue Interests" contained in this Exhibit A and the listing of any percentage, decimal or fractional interest in this Exhibit A shall not be deemed to limit or otherwise diminish the interests being subjected to the lien, security interest and encumbrance of this instrument.

2. Some of the land descriptions in this Exhibit A may refer only to a portion of the land covered by a particular lease. This instrument is not limited to the land described in Exhibit A but is intended to cover the entire interest of the Grantor in any lease described in Exhibit A even if such interest relates to land not described in Exhibit A. Reference is made to the land descriptions contained in the documents of title recorded as described in this Exhibit A. To the extent that the land descriptions in this Exhibit A are incomplete, incorrect or not legally sufficient, the land descriptions contained in the documents so recorded are incorporated herein by this reference.

3. References in Exhibit A to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the county or counties (or parish or parishes) in which the mortgaged property is located and in which records such documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.

4. A statement herein that a certain interest described herein is subject to the terms of certain described or referred to agreements, instruments or other matters shall not operate to subject such interest to any such agreement, instrument or other matter except to the extent that such agreement, instrument or matter is otherwise valid and presently subsisting nor shall such statement be deemed to constitute a recognition by the parties hereto that any such agreement, instrument or other matter is valid and presently subsisting.

**EXHIBIT A
LEASES and UNITS**

Lessee	Field	Area / Block	Adjacent State	Lease	Record Title / Operating Rights Working Interest %	Net Revenue Interest %	Description/ Acreage	Depths
W&T Offshore, Inc.	Eugene Island 64	N/2 EI 64	St. Mary Parish, Louisiana	OCS-G 01865	100% Record Title	83.33%	Entire Block, 2500 Acres	No Restrictions
W&T Offshore, Inc.	Main Pass 61	MP 60	Plaquemines Parish, Louisiana	OCS-G 25017	100% Record Title	83.33%	Entire Block, 4,994.55 Acres	
W&T Offshore, Inc.	Main Pass 61	MP 61	Plaquemines Parish, Louisiana	OCS-G 16493	100% Record Title	78.33%	Entire Block, 4,994.55 Acres	No Restrictions
W&T Offshore, Inc.	Main Pass 61	MP 62	Plaquemines Parish, Louisiana	OCS-G 21702	100% Record Title	83.33%	Entire Block, 4994.55 Acres	No Restrictions
W&T Offshore, Inc.	Mobile Bay 904	MO 904 Unit, No. 754387009	Jackson County, Mississippi	OCS-G 05749, OCS-G 05252	100% Record Title	83.33%	2430 unit Acres in Block MO 904 and 1260 unit Acres in Block MO 905	
W&T Offshore, Inc.	Mobile Bay 904	MO 904	Jackson County, Mississippi	OCS-G 05749	100% Record Title	83.33%	Entire Block, 5760 Acres	
W&T Offshore, Inc.	Mobile Bay 904	MO 904	Jackson County, Mississippi	OCS-G 05749	66.67% Operating Rights	55.56%	Entire Block, 5760 Acres	All of Block as to all depths from 22,500' TVDS down to 99,999' TVDS.
W&T Offshore, Inc.	Mobile Bay 904	MO 905	Jackson County, Mississippi	OCS-G 05252	100% Record Title	83.33%	Entire Block, 5760 Acres	
W&T Offshore, Inc.	Mobile Bay 904	MO 905	Jackson County, Mississippi	OCS-G 05252	66.67% Operating Rights	55.56%	Entire Block, 5760 Acres	All of Block as to all depths from 22,500' TVDS down to 99,999' TVDS.
W&T Offshore, Inc.	Mobile Bay 916	MO 872	Baldwin County, Alabama	OCS-G 06850	100% Record Title	83.33%	Entire Block, 5760 Acres	No Restrictions
W&T Offshore, Inc.	Mobile Bay 916	MO 916 Unit, No. 754395008	Baldwin County, Alabama	OCS-G 05753, OCS-G 05754, OCS-G 12114, OCS-G 05761	100% Record Title	83.33%	1400 unit Acres in Block Mobile 916, 2430 unit Acres in Block Mobile 917, 720 unit Acres in Block Mobile 918, 1890 unit Acres in Block Mobile 961	No Restrictions
W&T Offshore, Inc.	Mobile Bay 916	MO 916	Baldwin County, Alabama	OCS-G 05753	100.00%	83.33%	Entire Block, 5760 Acres	No Restrictions
W&T Offshore, Inc.	Mobile Bay 916	MO 917	Baldwin County, Alabama	OCS-G 05754	100% Record Title	83.33%	Entire Block, 5760 Acres	No Restrictions
W&T Offshore, Inc.	Mobile Bay 916	MO 918	Baldwin County, Alabama	OCS-G 12114	100% Record Title	83.33%	Entire Block, 5760 Acres	No Restrictions

EXHIBIT A
LEASES and UNITS

Lessee	Field	Area / Block	Adjacent State	Lease	Record Title / Operating Rights Working Interest %	Net Revenue Interest %	Description/ Acreage	Depths
W&T Offshore, Inc.	Mobile Bay 916	MO 961	Baldwin County, Alabama	OCS-G 05761	100% Record Title	83.33%	Entire Block, 5760 Acres	
W&T Offshore, Inc.	Mobile Bay 916	MO 961	Baldwin County, Alabama	OCS-G 05761	100% Operating Rights	83.33%	NE/4 SW/4 NW/4, 90 Acres	Surface down to 100' below strat equivalent of the base of the Miocene sand, seen at 2,198 feet in the OCS-G 5761 MO 961 #1 well.
W&T Offshore, Inc.	Mobile Bay 916	MO 961	Baldwin County, Alabama	OCS-G 05761	N/A	3% Overriding Royalty	All of Block 961, less the NE/4SW/4NW/4	From the surface to 100' below the stratigraphic equivalent of the base of the Miocene sand, seen at 2,198' in the OCS-G 05761 Mobile Block 961 #1 Well
W&T Offshore, Inc.	West Delta 73	WD 73 Unit #891011679	Jefferson Parish and Plaquemines Parish, Louisiana	OCS-G 01083, OCS-G 01084, OCS-G 01091, OCS-G 01090	100.00%	83.33%	3,429.74 Acres F-30 Sand - Reservoir A #14-08-0001-11679	
W&T Offshore, Inc.	West Delta 73	WD 73 Unit #891011680	Jefferson Parish and Plaquemines Parish, Louisiana	OCS-G 01083, OCS-G 01084, OCS-G 01090, OCS-G 01091	100.00%	83.33%	2,960.11 Acres F35 Sand - Reservoir A #14-08-0001-11680	
W&T Offshore, Inc.	West Delta 73	WD 73 Unit #891011674	Jefferson Parish and Plaquemines Parish, Louisiana	OCS-G 01083, OCS-G 01084, OCS-G 01090, OCS-G 01091	100.00%	83.33%	1,089.26 Acres F45 Sand - Reservoir A #14-08-0001-11674	
W&T Offshore, Inc.	West Delta 73	WD 73 Unit #891008916	Jefferson Parish and Plaquemines Parish, Louisiana	OCS-G 01083, OCS-G 01084, OCS-G 01090, OCS-G 01091	100.00%	83.33%	1,775.27 Acres G15 Sand, Reservoir A #14-08-0001-8916	
W&T Offshore, Inc.	West Delta 73	WD 73 Unit #891011677	Jefferson Parish and Plaquemines Parish, Louisiana	OCS-G 01083, OCS-G 01084, OCS-G 01091	100.00%	83.33%	728.94 Acres H30 Sand, Reservoir A #14-08-0001-11677	
W&T Offshore, Inc.	West Delta 73	WD 73	Jefferson Parish and Plaquemines Parish, Louisiana	OCS-G 01083	100% Record Title	83.33%	Entire Block, 5000 Acres	
W&T Offshore, Inc.	West Delta 73	WD 74	Jefferson Parish and Plaquemines Parish, Louisiana	OCS-G 01084	100% Record Title	83.33%	Entire Block, 5000 Acres	
W&T Offshore, Inc.	West Delta 73	WD 91	Jefferson Parish and Plaquemines Parish, Louisiana	OCS-G 01090	100% Record Title	83.33%	Entire Block, 5000 Acres	No Restrictions
W&T Offshore, Inc.	West Delta 73	WD 92	Jefferson Parish and Plaquemines Parish, Louisiana	OCS-G 01091	100% Record Title	83.33%	Entire Block, 5000 Acres	No Restrictions
W&T Offshore, Inc.	West Delta 73	WD 93	Jefferson Parish and Plaquemines Parish, Louisiana	OCS-G 01092	100% Record Title	83.33%	Entire Block, 5000 Acres	No Restrictions

**EXHIBIT A
LEASES and UNITS**

Lessee	Field	Area / Block	Adjacent State	Lease	Record Title / Operating Rights Working Interest %	Net Revenue Interest %	Description/ Acreage	Depths
W&T Offshore, Inc.	South Pass 49 Unit	D70 RA-BUL Sand Unit No. 891020241	Plaquemines Parish, Louisiana	OCS-G 02939, OCS-G 02176, OCS-G 02177	100.00%	83.20%	2610 Acres	
W&T Offshore, Inc.	South Pass 49	SP 33	Plaquemines Parish, Louisiana	OCS-G 02939	88.3% Record Title	74.02%	Entire Block, 4999.96 Acres	
W&T Offshore, Inc.	South Pass 49	SP 33	Plaquemines Parish, Louisiana	OCS-G 02939	100% Operating Rights	77.41%	SE/4 SW/4; SW/4 SE/4; S/2 SE/4 SE/4; S/2 SW/4 SW/4; NW/4 SE/4 SE/4, 1015.62 Acres	As to all horizons and formations from 8,000 TVD below mean sea level to stratigraphic equivalent 417' (vertical measurement) below top of 9,000' Sand identified as occurring at 9,016' TVD on the "Measurements While Drilling" log in the OCS-G 2939 A19 Well, SP 33.
W&T Offshore, Inc.	South Pass 49	SP 48	Plaquemines Parish, Louisiana	OCS-G 02176	100% Record Title	83.33%	Entire Block, 4,999.96 Acres	No Restrictions
W&T Offshore, Inc.	South Pass 49	SP 49	Plaquemines Parish, Louisiana	OCS-G 02177	100% Record Title	83.33%	Entire Block, 4,999.96 Acres	
W&T Offshore, Inc.	South Pass 49	SP 49	Plaquemines Parish, Louisiana	OCS-G 02177	100% Operating Rights	83.33%	NW1/4NW1/4; NE1/4NW1/4; NW1/4NE1/4; SW1/4NW1/4; N1/2NW1/4SW1/4; SW1/4NW1/4SW1/4; N1/2SE1/4NW1/4; SW1/4SE1/4NW1/4; NW1/4SW1/4NE1/4, 1796.88 Acres	From the stratigraphic equivalent of 11,297MD down to 11,804MD on the Induction Spherically Focused Log dated April 17,1977, in the OCS-G 2177 No. 4 Well.
W&T Offshore, Inc.	Mobile Bay	778, 822	Mobile and Baldwin, Alabama	OCS-G 05056	100	83.33	That portion of Blocks 778 and 822, Mobile Area, limited to the W/2 of block as to depths from 3,000' to 99,999' TVDSS.	
W&T Offshore, Inc.	Viosca Knoll	734	Mobile and Baldwin, Alabama	OCS-G 13672	100	83.333	All of Block 734, Viosca Knoll	
W&T Offshore, Inc.	Viosca Knoll	734	Mobile and Baldwin, Alabama	OCS-G 13672	75	62.4975	W1/2W1/2W1/2 of Block 734, Viosca Knoll, from 0' to 99,999' TVD.	
W&T Offshore, Inc.	Mobile Bay	76	Mobile and Baldwin, Alabama	SL 347	97.8	81.33	MB, Block 76, limited to the W/2 SW/4, SW/4 NW/4;	
W&T Offshore, Inc.	Mobile Bay	94	Mobile and Baldwin, Alabama	SL 349	97.8	81.33	MB, Block 94, limited to the W/2;	
W&T Offshore, Inc.	Mobile Bay	75	Mobile and Baldwin, Alabama	SL 701	100	72.76	MB, Block 75, limited to the E/2 SE/4;	

WELLS

Bottom Lease #	Operator	Well Name	API Number	State	Jurisdiction	Working Interest	Revenue Interest
G01865	Cox Operating L.L.C.	EI 64 G01865 002	177092004800	Louisiana	Eugene Island	100.00%	83.30%
G01865	Cox Operating L.L.C.	EI 64 G01865 005	177094093300	Louisiana	Eugene Island	100.00%	83.30%
G01865	Cox Operating L.L.C.	EI 64 G01865 006	177094114300	Louisiana	Eugene Island	100.00%	83.30%
G01865	Cox Operating L.L.C.	EI 64 G01865 007	177094120400	Louisiana	Eugene Island	100.00%	83.30%
G01865	Cox Operating L.L.C.	EI 64 G01865 008	177094137400	Louisiana	Eugene Island	100.00%	83.30%
G01865	Cox Operating L.L.C.	EI 64 G01865 009	177094147400	Louisiana	Eugene Island	100.00%	83.30%
G06850	Cox Operating L.L.C.	MO 872 G06850 A001	608154005200	Nothern GOM	Mobile	100.00%	83.30%
G05749	Cox Operating L.L.C.	MO 904 G05749 001	608154004100	Nothern GOM	Mobile	100.00%	83.30%
G05749	Cox Operating L.L.C.	MO 904 G05749 002	608154009800	Nothern GOM	Mobile	100.00%	83.30%
G05753	Cox Operating L.L.C.	MO 916 G05753 A002	608154007100	Nothern GOM	Mobile	100.00%	83.30%
G05754	Cox Operating L.L.C.	MO 917 G05754 A002	608154007501	Nothern GOM	Mobile	100.00%	83.30%
G05761	Cox Operating L.L.C.	MO 961 G05761 002	608154008600	Nothern GOM	Mobile	100.00%	83.30%
G25017	Cox Operating L.L.C.	MP 60 G25017 A009	177254084802	Louisiana	Main Pass	100.00%	83.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 A001	177254069800	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 A002	177254070400	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 A003	177254071000	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 A004	177254070004	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 A005	177254071300	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 A006	177254072304	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 A007	177254074201	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 A010	177254086300	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 A011	177254086400	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 B001	177254071401	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 B002	177254072000	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 B003	177254072200	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 B004	177254073100	Louisiana	Main Pass	100.00%	78.30%

WELLS

Bottom Lease #	Operator	Well Name	API Number	State	Jurisdiction	Working Interest	Revenue Interest
G16493	Cox Operating L.L.C.	MP 61 G16493 B006	177254084500	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 B007	177254087600	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 B008	177254087900	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 B009	177254089100	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 B010	177254089200	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 C005	177254077901	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 C006	177254078802	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 C007	177254079200	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 C009	177254086500	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 C010	177254088400	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 C011	177254088500	Louisiana	Main Pass	100.00%	78.30%
G16493	Cox Operating L.L.C.	MP 61 G16493 D001	177254073500	Louisiana	Main Pass	100.00%	78.30%
G21702	Cox Operating L.L.C.	MP 62 G21702 003	177254072100	Louisiana	Main Pass	100.00%	83.30%
G21702	Cox Operating L.L.C.	MP 62 G21702 A008	177254074400	Louisiana	Main Pass	100.00%	83.30%
G21702	Cox Operating L.L.C.	MP 62 G21702 B005	177254075800	Louisiana	Main Pass	100.00%	83.30%
G21702	Cox Operating L.L.C.	MP 62 G21702 C008	177254079300	Louisiana	Main Pass	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 A001	177190060700	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 A009	177190073500	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 A022	177190081500	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 A025	177190136900	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 C001	177190080700	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 C003	177190080900	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 C004	177190084601	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 C006	177190088301	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 C009	177190092203	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 C012	177190087701	Louisiana	West Delta	100.00%	83.30%

WELLS

Bottom Lease #	Operator	Well Name	API Number	State	Jurisdiction	Working Interest	Revenue Interest
G01083	Cox Operating L.L.C.	WD 73 G01083 C015	177190089903	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 C017	177190097900	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 C019	177190097306	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 C021	177190097201	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 C027	177190085402	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 C038	177190080802	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 C040	177194019600	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 D010	177190097102	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 D011	177190096901	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 D014	177190096401	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 D016	177190095903	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 D021	177190096604	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 D034	177194036303	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 D036	177194037701	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 D041	177194043701	Louisiana	West Delta	100.00%	83.30%
G01083	Cox Operating L.L.C.	WD 73 G01083 D045	177194044604	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 A003	177190061100	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 A015	177190074000	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 B002	177190085501	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 B006	177190082100	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 B008	177190082303	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 B013	177190098201	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 B020	177190085602	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 B027	177190135702	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 B034	177190082002	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 B035	177194038200	Louisiana	West Delta	100.00%	83.30%

WELLS

Bottom Lease #	Operator	Well Name	API Number	State	Jurisdiction	Working Interest	Revenue Interest
G01084	Cox Operating L.L.C.	WD 74 G01084 B038	177194038602	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 B039	177194038801	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 B040	177194039701	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 C041	177194021302	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 D001	177190090102	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 D007	177190092503	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 D009	177190092402	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 D020	177190096701	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 D033	177194034802	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 D037	177194040102	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 D044	177194043900	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 D046	177194043001	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 D047	177194044101	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 F007	177190099800	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 F011	177190108401	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 F024	177192008800	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 F030	177194004300	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 F031	177194016500	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 F033	177194017200	Louisiana	West Delta	100.00%	83.30%
G01084	Cox Operating L.L.C.	WD 74 G01084 F037	177194056200	Louisiana	West Delta	100.00%	83.30%
G01090	Cox Operating L.L.C.	WD 91 G01090 G001	177194036700	Louisiana	West Delta	100.00%	83.30%
G01090	Cox Operating L.L.C.	WD 91 G01090 G002	177194046104	Louisiana	West Delta	100.00%	83.30%
G01090	Cox Operating L.L.C.	WD 91 G01090 G003	177194058301	Louisiana	West Delta	100.00%	83.30%
G01091	Cox Operating L.L.C.	WD 92 G01091 C010	177190086100	Louisiana	West Delta	100.00%	83.30%
G01091	Cox Operating L.L.C.	WD 92 G01091 C024	177190097400	Louisiana	West Delta	100.00%	83.30%
G01091	Cox Operating L.L.C.	WD 92 G01091 C025	177190095801	Louisiana	West Delta	100.00%	83.30%

WELLS

Bottom Lease #	Operator	Well Name	API Number	State	Jurisdiction	Working Interest	Revenue Interest
G01091	Cox Operating L.L.C.	WD 92 G01091 C032	177190088602	Louisiana	West Delta	100.00%	83.30%
G01091	Cox Operating L.L.C.	WD 92 G01091 C039	177194020001	Louisiana	West Delta	100.00%	83.30%
G01091	Cox Operating L.L.C.	WD 92 G01091 D002	177190092001	Louisiana	West Delta	100.00%	83.30%
G01091	Cox Operating L.L.C.	WD 92 G01091 D018	177190096501	Louisiana	West Delta	100.00%	83.30%
G01091	Cox Operating L.L.C.	WD 92 G01091 D039	177194041200	Louisiana	West Delta	100.00%	83.30%
G01091	Cox Operating L.L.C.	WD 92 G01091 D042	177194042603	Louisiana	West Delta	100.00%	83.30%
G01091	Cox Operating L.L.C.	WD 92 G01091 G004	177194082000	Louisiana	West Delta	100.00%	83.30%
G01092	Cox Operating L.L.C.	WD 93 G01092 E003	177192019601	Louisiana	West Delta	100.00%	83.30%
G01092	Cox Operating L.L.C.	WD 93 G01092 E006	177190099101	Louisiana	West Delta	100.00%	83.30%
G01092	Cox Operating L.L.C.	WD 93 G01092 E011	177194000300	Louisiana	West Delta	100.00%	83.30%
G01092	Cox Operating L.L.C.	WD 93 G01092 E013	177190099000	Louisiana	West Delta	100.00%	83.30%
G01092	Cox Operating L.L.C.	WD 93 G01092 E017	177194022900	Louisiana	West Delta	100.00%	83.30%
G01092	Cox Operating L.L.C.	WD 93 G01092 E019	177194025400	Louisiana	West Delta	100.00%	83.30%
G01092	Cox Operating L.L.C.	WD 93 G01092 E020	177194023800	Louisiana	West Delta	100.00%	83.30%
G01092	Cox Operating L.L.C.	WD 93 G01092 E021	177192004805	Louisiana	West Delta	100.00%	83.30%
G01092	Cox Operating L.L.C.	WD 93 G01092 E025	177194047201	Louisiana	West Delta	100.00%	83.30%
G02939	Cox Operating L.L.C.	SP 33 G02939 A019	177214025400	Louisiana	South Pass	100.00%	83.30%
G02176	Cox Operating L.L.C.	SP 48 G02176 A007	177214016902	Louisiana	South Pass	100.00%	83.30%
G02176	Cox Operating L.L.C.	SP 48 G02176 C002	177214019600	Louisiana	South Pass	100.00%	83.30%
G02716	Cox Operating L.L.C.	SP 48 G02176 C003	177214020000	Louisiana	South Pass	100.00%	83.30%
G02716	Cox Operating L.L.C.	SP 48 G02176 C005	177214020700	Louisiana	South Pass	100.00%	83.30%
G02177	Cox Operating L.L.C.	SP 49 G02177 A001	177214017300	Louisiana	South Pass	100.00%	83.20%
G02177	Cox Operating L.L.C.	SP 49 G02177 A002	177214017600	Louisiana	South Pass	100.00%	83.30%
G02177	Cox Operating L.L.C.	SP 49 G02177 A003	177214017700	Louisiana	South Pass	100.00%	83.30%
G02177	Cox Operating L.L.C.	SP 49 G02177 A010	177214019000	Louisiana	South Pass	100.00%	83.20%
G02177	Cox Operating L.L.C.	SP 49 G02177 A013	177214019900	Louisiana	South Pass	100.00%	83.20%

WELLS

Bottom Lease #	Operator	Well Name	API Number	State	Jurisdiction	Working Interest	Revenue Interest
G02177	Cox Operating L.L.C.	SP 49 G02177 A014	177214020401	Louisiana	South Pass	100.00%	83.20%
G02177	Cox Operating L.L.C.	SP 49 G02177 A021	177214021901	Louisiana	South Pass	100.00%	83.30%
G02177	Cox Operating L.L.C.	SP 49 G02177 A020	177214022401	Louisiana	South Pass	100.00%	83.20%
G02177	Cox Operating L.L.C.	SP 49 G02177 A004	177214023800	Louisiana	South Pass	100.00%	83.20%
G02177	Cox Operating L.L.C.	SP 49 G02177 A023	177214026101	Louisiana	South Pass	100.00%	83.20%
G02177	Cox Operating L.L.C.	SP 49 G02177 A009	177214026900	Louisiana	South Pass	100.00%	83.20%
G02177	Cox Operating L.L.C.	SP 49 G02177 A015	177214027300	Louisiana	South Pass	100.00%	83.20%
G02177	Cox Operating L.L.C.	SP 49 G02177 A006	177214028400	Louisiana	South Pass	100.00%	83.20%
G02177	Cox Operating L.L.C.	SP 49 G02177 A012	177214028800	Louisiana	South Pass	100.00%	83.30%
G02177	Cox Operating L.L.C.	SP 49 G02177 A008	177214029100	Louisiana	South Pass	100.00%	83.20%
G02177	Cox Operating L.L.C.	SP 49 G02177 A005	177214030000	Louisiana	South Pass	100.00%	83.20%
G02177	Cox Operating L.L.C.	SP 49 G02177 A017	177214031200	Louisiana	South Pass	100.00%	83.20%
G02177	Cox Operating L.L.C.	SP 49 G02177 A011	177214040400	Louisiana	South Pass	100.00%	83.20%
G02177	Cox Operating L.L.C.	SP 49 G02177 A018	177214040500	Louisiana	South Pass	100.00%	83.30%

ANNEX I

Resolutions

[See Attached.]

ANNEX I


CERTIFICATE OF CORPORATE RESOLUTIONS

I, the undersigned, hereby certify that I am the Executive Vice President and Chief Financial Officer of W&T Offshore, Inc., a Texas corporation (the "Company") with offices at 5718 Westheimer Rd # 700, Houston, TX 77057.

I further certify that attached hereto is a true and correct copy of resolutions duly adopted by the Board of Directors of the Company in accordance with applicable law and the organizational documents of the Company and that none of such resolutions have been rescinded, revoked, modified, or amended in any respect, and that all of such resolutions are in full force and effect on the date hereof.

IN WITNESS WHEREOF, I hereunto subscribe my name on the 9th day of April,
2024.

W&T OFFSHORE, INC.

By: 
Name: Sameer Parasnis
Title: Executive Vice President and
Chief Financial Officer

W&T OFFSHORE, INC.

**RESOLUTIONS OF THE
BOARD OF DIRECTORS**

DECEMBER 7, 2022

The board of directors (the "Board") of W&T Offshore, Inc., a corporation established and existing under the laws of the State of Texas (the "Company"), pursuant to the provisions of the Amended and Restated Articles of Incorporation and Third Amended and Restated Bylaws of the Company and applicable law, and for reasons already adequately considered by such directors, duly adopted the following recitals and resolutions as the act and deed of the Board at a meeting of the Board duly convened on the above date.

WHEREAS, the Board deems it is advisable and in the best interests of the Company to offer, issue and sell up to \$350 million in aggregate principal amount of senior secured notes (the "Notes") in a private placement transaction exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws, with the initial resale of the Notes to be made by the Initial Purchasers (hereafter defined) pursuant to Rule 144A and/or Regulation S under the Securities Act (the "Notes Offering"); and

WHEREAS, it is proposed that the Notes be unconditionally guaranteed (the "Guarantees") as to the payment of principal, premium if any, and interest by each of W & T ENERGY VI, LLC, a Delaware limited liability company ("Energy VI") and W & T ENERGY VII, LLC, a Delaware limited liability company ("Energy VII" and, together with Energy VI, the "Guarantors");

WHEREAS, it is proposed that the Notes and the Guarantees be secured by liens on substantially all of the assets of the Company and the Guarantors (together, the "Company Parties"), subject to certain exceptions and permitted liens (the "Collateral"), as security for the Company Parties' obligations under the Notes and the Guarantees, and each of the Company Parties pledge certain of their rights, title and interest in and to the Collateral for the benefit of the holders of the Notes and the Guarantees, as further security for the obligations under the Notes; and

WHEREAS, in connection with the issuance of the Notes, it is proposed that the Company Parties enter into one or more of the following collateral documents: any guaranty or support agreement; any mortgage, deed of trust, deed to secure debt, trust deeds or leasehold mortgage (or any similar agreement to any of the foregoing); any security agreements, pledge agreements, perfection certificates, promissory notes, control agreements, collateral assignment agreements and intellectual property security agreements; any financing statements (including any amendments thereto) and fixture filings (including any amendments thereto); any lien subordination, collateral trust or intercreditor agreements; stock powers, indorsements, note powers and allonges, pursuant to which the Company Parties will secure their respective obligations in respect of the Notes and Indenture and the Notes to be issued thereunder by granting a security interest in and a lien upon the Collateral to the Collateral Agent in favor of the holders of the Second Lien Notes; and other amendments, modifications, waivers, supplemental agreements, instruments, notes (including intercompany notes), certificates, joinders, consents,

agreements and documents as are related to any of the foregoing or otherwise necessary, appropriate or desirable to create and/or perfect a security interest in the Collateral (collectively, the “Security Documents”).

WHEREAS, it is proposed that the Board delegates to the Pricing Committee established by these resolutions (the “Pricing Committee”) the authority to determine the terms and conditions of the Notes and the Notes Offering; and

WHEREAS, the Board has determined that the Notes Offering is appropriate, advisable and in the best interest of the Company and its shareholders and that it is appropriate, advisable and in the best interest of the Company and its shareholders for the Company to use the net proceeds of the Notes Offering in the manner described in the final offering memorandum used in connection with the Notes Offering.

Senior Notes Offering and Notes Issuance

NOW, THEREFORE, IT IS:

RESOLVED, that the Board hereby authorizes and approves the offer, issuance and sale of up to \$350 million in aggregate principal amount of Notes, with such terms and in such amount (subject to the foregoing limitation) as determined by the Pricing Committee, and the Guarantees; and it is

RESOLVED FURTHER, that, in connection with the Notes Offering, any of the Company’s Chief Executive Officer and President, Chief Financial Officer or General Counsel and Corporate Secretary (each, an “Authorized Officer” and, collectively, the “Authorized Officers”) is authorized, empowered and directed, in the name and on behalf of the Company Parties, to take any and all actions that such Authorized Officer or Authorized Officers may deem necessary or advisable in furtherance of the foregoing, including preparation of preliminary and final offering memoranda, term sheets or other documentation with respect to the Notes Offering as any such Authorized Officer or Authorized Officers may deem appropriate; and it is

RESOLVED FURTHER, that, in connection with the Notes Offering and related transactions, the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to cause the Notes to be issued under and pursuant to the terms of the indenture to be entered into by and between the Company Parties and the Trustee (hereafter defined) (the “Indenture”); and it is

RESOLVED FURTHER, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to negotiate the Indenture, which Indenture shall have terms and conditions consistent with those described in the final offering memorandum used in connection with the Notes Offering and related transactions and as the Authorized Officers executing the same may determine to be advisable, such determination to be evidenced conclusively by his execution thereof; and it is

RESOLVED FURTHER, that the Company is, authorized to enter into the Indenture and that the Authorized Officers be, and each of them hereby is, authorized to enter into, execute and deliver, in the name and on behalf of the Company, the Indenture; and it is

Trustee and Collateral Trustee

RESOLVED FURTHER, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to appoint (i) Wilmington Trust, National Association, or another trustee as determined by any Authorized Officer, as trustee under the Indenture (the “Trustee”), such Trustee also acting as paying agent and registrar under the Indenture, and (ii) Wilmington Trust, National Association, or another collateral trustee as determined by any Authorized Officer, as collateral trustee under the Collateral Trust Agreement (the “Collateral Trustee”); and it is

RESOLVED FURTHER, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company Parties, to negotiate, execute and deliver any agreements required by the Trustee or Collateral Trustee to evidence the foregoing resolution, in each case in a form to be approved by the Authorized Officer or Authorized Officers executing the same, such approval to be conclusively evidenced by the execution thereof by any such Authorized Officer or Authorized Officers; and it is

RESOLVED FURTHER, that the office of the Trustee, or such other place as may be designated in or pursuant to the Indenture or the Notes, is hereby designated as the office of the Company where the Notes may be presented for payment or for registration of transfer or exchange, all as provided in the Indenture, and where notices and demands to or upon the Company in respect of the Notes and the Indenture may be served; and it is

Form of Global Note

RESOLVED FURTHER, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to approve one or more forms of global notes as shall be set forth in one or more exhibits to the Indenture and which shall evidence the final principal terms of the Notes approved and authorized by the Pricing Committee (collectively, the “Global Notes”), and to execute, in the manner provided in the Indenture, one or more Global Notes approved by any such Authorized Officer or Authorized Officers, with such additions, changes, modifications and amendments thereto (other than to the final principal terms of the Notes set forth therein that were authorized and approved by the Pricing Committee) as the Authorized Officer or Authorized Officers executing the same shall, in his or their discretion, determine to be necessary, appropriate or desirable in connection with the Notes Offering, such determination to be conclusively evidenced by the execution thereof by any such Authorized Officer or Authorized Officers in the manner and form required in or contemplated by the Indenture as executed and delivered on behalf of the Company; and it is

Security Documents

RESOLVED FURTHER, that to effectuate the liens on the Collateral as contemplated by the terms and conditions of the offering memorandum used in connection with the Notes Offering, the Authorized Officers be, and each of them hereby is, authorized, in the name and on behalf of the Company Parties, to (1) pledge and assign the Company Parties’ rights, title and interest in, and/or grant a security interest in, the Collateral for the benefit of the holders of the Notes, and take any and all other actions otherwise necessary and appropriate to perfect security interests in

the Collateral (including, for the avoidance of doubt, the use of the collateral description ““all assets, whether now existing or hereafter arising”, “all or substantially all personal property assets”, “all personal property of the debtor now owned or hereafter acquired”, “all assets of the debtor” or any similar description in any financing statements), and (2) negotiate and approve the forms, terms and provisions of the Security Documents; and it is

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, in the name and on behalf of the Company Parties, to execute, acknowledge and deliver, and, where necessary, file or record any of the Security Documents and the other documents, instruments and certificates attached thereto, contemplated thereby or otherwise related thereto (including any amendments or acknowledgements thereto), containing such terms as are described in the Offering Memorandum, any of the Security Documents or any documents related thereto or contemplated thereby and in such form and with such additional terms and changes as such Authorized Person executing the same on behalf of either of the Company Parties shall approve, such Authorized Person’s execution and, where necessary, filing thereof to be conclusive evidence of such approval and the approval of the Board; and it is

Collateral Trust Agreement

RESOLVED FURTHER, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to negotiate a collateral trust agreement (including any amendments, modifications, waivers, supplements, instruments, certificates, joinders, consents, documents or side letters relating thereto or contemplated thereby, the “Collateral Trust Agreement”) with the Collateral Trustee with respect to the Notes Offering, providing, among other things, for the terms on which the Collateral Trustee will receive, hold, administer, maintain, enforce and distribute the proceeds of all of its liens upon the Collateral for the benefit of holders of the Notes and other parity lien obligations, if any; and it is

RESOLVED FURTHER, that the Company be, and it hereby is, authorized to enter into the Collateral Trust Agreement and that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed to enter into, execute and deliver, in the name and on behalf of the Company, the Collateral Trust Agreement; and it is

Purchase Agreement

RESOLVED FURTHER, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to negotiate a purchase agreement (including any amendments, supplements or side letters relating thereto, the “Purchase Agreement”) with Morgan Stanley & Co. LLC and/or one or more investment banking firms as the Pricing Committee may select (the “Initial Purchasers”) with respect to the Notes Offering, providing, among other things, for the offer and sale of the Notes; and it is

RESOLVED FURTHER, that the Authorized Officers shall submit the final principal terms of the Purchase Agreement to the Pricing Committee for approval and, following such approval, the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to execute and deliver the Purchase

Agreement with such changes therein and additions thereto as the Authorized Officer or Authorized Officers executing the same shall, in his or their sole discretion, approve, the execution of the Purchase Agreement to be conclusive evidence of such approval; and that any action heretofore taken in connection therewith be and hereby is approved, adopted, ratified and confirmed; and it is

Delivery of the Notes

RESOLVED FURTHER, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to deliver the Notes upon payment therefor in accordance with the terms of the Purchase Agreement as approved by any such Authorized Officer or Authorized Officers; and it is

RESOLVED FURTHER, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, upon issuance of the Notes, to deposit the Global Notes with the Depository Trust Company (“DTC”) or the Trustee, as determined by the Authorized Officers executing the same; and it is

RESOLVED FURTHER, that DTC be, and it hereby is, designated as depository for the Notes; and it is

Blue Sky Approval

RESOLVED FURTHER, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to take any and all such actions, if any, as any such Authorized Officer or Authorized Officers in his or their discretion deem necessary, appropriate or desirable to effect the registration or qualification (or exemption therefrom) of the Notes and the Guarantees for issue, offer, sale or trade, including in connection with the Notes Offering, under the Blue Sky or securities laws of any of the states of the United States of America or foreign jurisdictions, including, without limitation, to prepare, execute, deliver, file or cause to be published, any applications, reports, consents to service of process, issuers covenants, appointments of attorneys to receive service of process, and other documents and instruments which may be required under such laws, and to take any and all such further actions as they in their sole discretion deem necessary, appropriate or desirable in order to maintain any registration or qualification (or exemption therefrom) for as long as they deem necessary, appropriate or desirable or as required by law; and it is

Use of Proceeds and Redemption

RESOLVED FURTHER, that upon completion of the Notes Offering, the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to apply the net proceeds of the Notes Offering in the manner described in the final offering memorandum used in connection with the Notes Offering; and it is

RESOLVED FURTHER, that the Company is authorized to redeem or otherwise repay or refinance the Company’s outstanding 9.75% Senior Second Lien Notes due 2023 in accordance with the terms of the Indenture, dated as of October 18, 2018, among the Company and

Wilmington Trust, National Association, as trustee, using cash on hand, proceeds from the Notes Offering and/or proceeds from other borrowings; and it is

RESOLVED FURTHER, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to execute and deliver such notices of redemption, agreements, certificates, documents and other instruments as may, in the judgment of such Authorized Officer, be deemed advisable, appropriate or necessary to effectuate the use of net proceeds of the Notes Offering as described in the final offering memorandum used in connection with the Notes Offering, such determination to be conclusively evidenced by the taking of such action; and it is

Retention of Counsel, Accountants and Other Advisors; Payment of Fees and Expenses

RESOLVED FURTHER, that the Authorized Officers be, and each of them hereby is, authorized, in the name and on behalf of the Company, to retain such counsel, accountants and other advisers, agents or representatives to perform necessary and appropriate services in connection with the Notes Offering, and that all actions taken, or caused to be taken, by any Authorized Officer with respect to the retention on behalf of the Company of such counsel, accountants and other advisers, agents or representatives to perform necessary and appropriate services in connection with the Notes Offering and related transactions are hereby, ratified, approved and confirmed in all respects; and it is

RESOLVED FURTHER, that the Authorized Officers be, and each of them hereby is, authorized, in the name and on behalf of the Company, to pay such fees and expenses to such counsel, accountants and other advisers, agents or representatives, and to make such expenditures as any such Authorized Officer may deem, or is advised is, necessary or appropriate in connection with the Notes Offering, including any fees to any applicable state or foreign securities regulatory authority, securities exchange or regulatory authority; and it is

Pricing Committee Authority

RESOLVED FURTHER, that the Pricing Committee shall have the powers and authority of the Board with respect to establishing the terms and conditions of the Notes, the Notes Offering and related transactions; and it is

RESOLVED FURTHER, that the Pricing Committee be, and hereby is, authorized to act by action at a meeting (in person or by telephone conference) or by written consent, in the name and on behalf of the Board and the Company (with all power that the Board would have) to determine and approve any and all terms and conditions of the Notes and the Notes Offering, including, without limitation, (i) the terms and timing of the Notes Offering and related transactions, (ii) the issuance and sale of the Notes and the specific terms thereof, (iii) the issuance of the Guarantees and (iv) any and all matters incident to any of the foregoing, including, without limitation:

- (a) negotiation with the Initial Purchasers for the purpose of determining the terms and conditions of the Notes Offering and related transactions;

- (b) determination of the aggregate principal amount of the Notes at maturity and the amount, if any, that shall constitute any option granted to the Initial Purchasers with respect thereto;
- (c) determination of the principal terms of the Notes, including, without limitation, the maturity date, the issue price, the interest rate, the ranking, the security (if any), the redemption prices (if any), and the fundamental change provisions of the Notes;
- (d) taking all such other actions as the Pricing Committee deems necessary, appropriate or desirable to commence and consummate the Notes Offering and related transactions; and it is

RESOLVED FURTHER, that following person is hereby appointed to serve as the sole member of the Pricing Committee: Tracy Krohn.

Guarantees and Guarantor-Related Matters

WHEREAS, pursuant to Section 9 of the limited liability company agreement of each of the Guarantors, management of each of the Guarantors is vested solely in the sole member of each of the Guarantors.

WHEREAS, the Company is the sole member of each of the Guarantors.

WHEREAS, the Company, in its capacity as the sole member of each of the Guarantors, had determined that it is advisable and in the best interests of each of the Guarantors to provide the Guarantees.

NOW, THEREFORE, IT IS:

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the each of the Guarantors, to negotiate the Purchase Agreement with the Initial Purchasers; and it is

RESOLVED FURTHER, that the Authorized Officers shall submit the final principal terms of the Purchase Agreement to the Pricing Committee for approval in the name and on behalf of each of the Guarantors and, following such approval, the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of each of the Guarantors, to execute and deliver the Purchase Agreement with such changes therein and additions thereto as the Authorized Officer or Authorized Officers executing the same shall, in his or their sole discretion, approve, the execution of the Purchase Agreement to be conclusive evidence of such approval; and that any action heretofore taken in connection therewith be and hereby is approved, adopted, ratified and confirmed; and it is

RESOLVED FURTHER, that, in connection with the Notes Offering and related transactions, the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of each of the Guarantors, to cause the Guarantees to be issued under and pursuant to the terms of the Indenture; and it is

RESOLVED FURTHER, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of each of the Guarantors to negotiate the Indenture, which Indenture shall have terms and conditions consistent with those described in the final offering memorandum used in connection with the Notes Offering and related transactions and as the Authorized Officers executing the same may determine to be advisable, such determination to be evidenced conclusively by his execution thereof; and it is

RESOLVED FURTHER, that each Guarantor is, authorized to enter into the Indenture and that the Authorized Officers be, and each of them hereby is, authorized to enter into, execute and deliver, in the name and on behalf of each of the Guarantors, the Indenture.

General Authorization

RESOLVED, that each Authorized Officer is hereby authorized and empowered, in the name and on behalf of each of the Company Parties, to certify and attest any documents that such Authorized Officer may deem to be necessary or appropriate to consummate the transactions contemplated by the documents heretofore authorized and approved; and it is

RESOLVED FURTHER, that each Authorized Officer be, and hereby is, subject to the authority of the Pricing Committee, authorized and empowered, in the name and on behalf of each of the Company Parties, to perform all acts, pay all fees and expenses, engage any advisors and execute, deliver, file or acknowledge all agreements, certificates, instruments or other documents as any Authorized Officer may deem necessary or appropriate to effect the intent and accomplish the purposes of the foregoing resolutions, the execution and delivery of such agreement, certificate, instrument or other document being conclusive evidence that the Authorized Officer deemed the agreement, certificate, instrument or other document to meet that standard; and it is

RESOLVED FURTHER, that any and all actions taken by any Authorized Officer prior to the date of adoption of the foregoing resolutions, which would have been authorized by the foregoing resolutions but for the fact that such actions were taken prior to such date, be, and hereby are, approved.