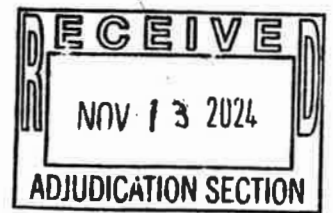


SIMPSON THACHER & BARTLETT LLP

600 TRAVIS ST., STE 5400  
HOUSTON, TX 77002



DIRECT DIAL NUMBER  
(713) 821-5637

November 12, 2024

**Re: BOEM Category 3, Non-Required Filing**

**Document: UCC-1 Financing Statement**

**Leases: OCS-G 15565, 9981, 9982, 15610, 15609,  
34966, 34536, 34878, 34879, 17358, 10350,  
31498, 22877**

Bureau of Ocean Energy Management  
1201 Elmwood Park Blvd.  
New Orleans, LA 70123-2394

Attention: Adjudication

Dear Bureau:

Enclosed are duplicate copies of a UCC-1 Financing Statement with HEQ II Royalties, LLC, HEDV Lafemme, LLC, HEQ II Campo, LLC and HEDV Gala, LLC, each as Debtor and Capital One, National Association as Secured Party covering the referenced leases. Please have this document filed as a Category 3 UCC non-required filing and return the duplicate copy to me with the stamped filing information.

Also enclosed is the receipt of the online payment with pay.gov. Thank you and if you have any questions, please call me at 713-821-5637.

Best Regards,

A handwritten signature in blue ink, appearing to read "Cameron Bettis".

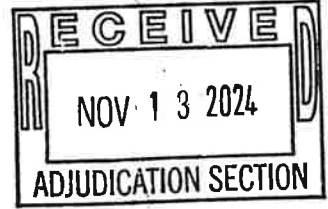
Cameron Bettis  
Landman

Enclosures

SIMPSON THACHER & BARTLETT LLP

600 TRAVIS ST., STE 5400  
HOUSTON, TX 77002

DIRECT DIAL NUMBER  
(713) 821-5627



**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)

B. E-MAIL CONTACT AT SUBMITTER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Simpson Thacher & Bartlett LLP  
425 Lexington Avenue  
New York, NY 10017  
Attn: James Murphy, Senior UCC Paralegal

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME  
**HEQ II Royalties, LLC**

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS

<b>Two Allen Center, 1200 Smith Street, Suite 2400</b>	<b>Houston</b>	<b>TX</b>	<b>77002</b>	<b>USA</b>
--	----------------	-----------	--------------	------------

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

2a. ORGANIZATION'S NAME  
**HEDV Gala, LLC**

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS

<b>Two Allen Center, 1200 Smith Street, Suite 2400</b>	<b>Houston</b>	<b>TX</b>	<b>77002</b>	<b>USA</b>
--	----------------	-----------	--------------	------------

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

3a. ORGANIZATION'S NAME  
**Capital One, National Association, as Administrative Agent**

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS

<b>800 Capitol Street, Suite 3400</b>	<b>Houston</b>	<b>TX</b>	<b>77002</b>	<b>USA</b>
---------------------------------------	----------------	-----------	--------------	------------

4. COLLATERAL: This financing statement covers the following collateral:

**ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO THE PROPERTY OF ANY KIND OR CHARACTER DESCRIBED IN AND COVERED BY THAT CERTAIN MORTGAGE, ASSIGNMENT OF AS- EXTRACTED COLLATERAL, SECURITY AGREEMENT, AND FIXTURE FILING AND FINANCING STATEMENT FROM DEBTORS TO SECURED PARTY, A COPY OF WHICH IS ATTACHED HERETO AS SCHEDULE I, INCLUDING, WITHOUT LIMITATION, GOODS THAT ARE TO BECOME FIXTURES AND AS-EXTRACTED COLLATERAL.**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

**To be filed with Plaquemines Parish, Louisiana. 001839.0309**

**UCC FINANCING STATEMENT ADDENDUM**  
FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME <b>HEQ II Royalties, LLC</b>	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME <b>HEQ II Campo, LLC</b>	
OR	
10b. INDIVIDUAL'S SURNAME	
INDIVIDUAL'S FIRST PERSONAL NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10c. MAILING ADDRESS <b>Two Allen Center, 1200 Smith Street, Suite 2400</b>	CITY <b>Houston</b>	STATE <b>TX</b>	POSTAL CODE <b>77002</b>	COUNTRY <b>USA</b>
--	------------------------	--------------------	-----------------------------	-----------------------

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input checked="" type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing
15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):	16. Description of real estate: <b>See Exhibit A to the Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement by Debtors to Secured Party, a copy of which is attached hereto as Schedule I.</b>

17. MISCELLANEOUS:

**UCC FINANCING STATEMENT ADDITIONAL PARTY**  
 FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

18a. ORGANIZATION'S NAME <b>HEQ II Royalties, LLC</b>	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME <b>HEDV LaFemme, LLC</b>			
OR			
19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
19c. MAILING ADDRESS <b>Two Allen Center, 1200 Smith Street, Suite 2400</b>		CITY <b>Houston</b>	STATE   POSTAL CODE <b>TX   77002</b>
		COUNTRY <b>USA</b>	

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME			
OR			
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
20c. MAILING ADDRESS		CITY	STATE   POSTAL CODE   COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME			
OR			
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
21c. MAILING ADDRESS		CITY	STATE   POSTAL CODE   COUNTRY

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

22a. ORGANIZATION'S NAME			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c. MAILING ADDRESS		CITY	STATE   POSTAL CODE   COUNTRY

23.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c. MAILING ADDRESS		CITY	STATE   POSTAL CODE   COUNTRY

24. MISCELLANEOUS:

# **SCHEDULE 1 TO UCC FINANCING STATEMENT**

11/7/24 9:03 PM

WHEN RECORDED OR FILED,  
PLEASE RETURN TO:  
Simpson Thacher & Bartlett LLP  
600 Travis Street, Suite 5400  
Houston, Texas 77002  
Attention: Cameron Bettis

---

*Space above for Parish/County Recorder's Use*

---

**MORTGAGE,  
ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT,  
FIXTURE FILING AND FINANCING STATEMENT  
FROM**

HEQ II ROYALTIES, LLC, a Delaware  
limited liability company, as Mortgagor

Org Number: 7165403  
Address: Two Allen Center, 1200 Smith  
Street, Suite 2400, Houston, TX 77002  
Phone Number: 713-650-8008

HEDV LAFEMME, LLC, a Texas limited  
liability company, as Mortgagor

Org Number: 802321939  
Address: Two Allen Center, 1200 Smith  
Street, Suite 2400, Houston, TX 77002  
Phone Number: 713-650-8008

HEQ II CAMPO, LLC, a Delaware limited  
liability company, as Mortgagor

Org Number: 3218866  
Address: Two Allen Center, 1200 Smith  
Street, Suite 2400, Houston, TX 77002  
Phone Number: 713-650-8008

HEDV GALA, LLC, a Texas limited liability  
company, as Mortgagor

Org Number: 805475709  
Address: Two Allen Center, 1200 Smith  
Street, Suite 2400, Houston, TX 77002  
Phone Number: 713-650-8008

TO  
CAPITAL ONE, NATIONAL ASSOCIATION,  
as Administrative Agent (and Mortgagee)

Address: 800 Capitol Street  
Ste. 3400  
Houston, TX 77002

Phone Number: (713) 735-4897

A CARBON, PHOTOGRAPHIC, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS  
SUFFICIENT AS A FINANCING STATEMENT.



**A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. IN CERTAIN STATES, A POWER OF SALE MAY ALLOW THE TRUSTEE OR THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY ANY MORTGAGOR UNDER THIS INSTRUMENT.**

**THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.**

**THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.**

**THIS INSTRUMENT COVERS PROCEEDS OF MORTGAGED PROPERTY.**

**THIS INSTRUMENT COVERS MINERALS AND OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH (INCLUDING WITHOUT LIMITATION OIL AND GAS) AND THE ACCOUNTS RELATED THERETO, WHICH WILL BE FINANCED AT THE WELLHEADS OF THE WELL OR WELLS LOCATED ON THE PROPERTY DESCRIBED IN EXHIBIT A HERETO. THIS FINANCING STATEMENT IS TO BE FILED OR FILED OF RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OR SIMILAR RECORDS OF THE RECORDERS OF THE COUNTIES LISTED ON THE EXHIBIT HERETO. THIS INSTRUMENT, ATTACHED TO A UCC-1 FINANCING STATEMENT, IS TO ALSO BE FILED WITH A CLERK OF COURT IN ANY PARISH IN THE STATE OF LOUISIANA FOR FILING IN THE UNIFORM COMMERCIAL CODE RECORDS OF SUCH PARISH. THE MORTGAGORS ARE THE OWNERS OF AN INTEREST OF RECORD IN THE REAL ESTATE/IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN THE EXHIBIT ATTACHED HERETO.**

**PORTIONS OF THE MORTGAGED PROPERTY ARE GOODS WHICH ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN OR REFERRED TO IN THE EXHIBIT HERETO. THIS FINANCING STATEMENT IS TO BE FILED OF RECORD OR RECORDED, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OR SIMILAR RECORDS OF EACH COUNTY IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED. THIS INSTRUMENT, ATTACHED TO A UCC-1 FINANCING STATEMENT, IS ALSO TO BE FILED AND WITH A CLERK OF COURT IN ANY PARISH IN THE STATE OF LOUISIANA FOR FILING IN THE UNIFORM COMMERCIAL CODE RECORDS OF SUCH PARISH. THE MORTGAGORS ARE THE OWNERS OF RECORD INTEREST IN THE REAL ESTATE/IMMOVABLE PROPERTY CONCERNED. AN INSTRUMENT EVIDENCING THE SECURITY INTEREST GRANTED HEREBY (OR, IN CERTAIN CASES, THIS INSTRUMENT) IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS OR THE UCC RECORDS.**

**MISSISSIPPI LINE OF CREDIT NOTICE: TO THE EXTENT ANY SECURED TRANSACTION DOCUMENT CONSTITUTES A LINE OF CREDIT, THIS INSTRUMENT SECURES A LINE OF CREDIT USED PRIMARILY FOR BUSINESS, COMMERCIAL, OR AGRICULTURAL PURPOSES, AND THIS MORTGAGE WILL CONSTITUTE A LINE OF CREDIT MORTGAGE IN ACCORDANCE WITH MISSISSIPPI CODE OF 1972, SECTIONS 89-1-49 AND 89-5-21.**

**MISSISSIPPI INDEXING INSTRUCTIONS: file this instrument as an offshore document. Because certain of the affected Deed of Trust properties and collateral are located in the outer continental shelf and not on a part of any land lying north of the mean high water of the Gulf of Mexico, no indexing instructions are required.**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND INTERPRETIVE PROVISIONS .....	2
Section 1.01. Terms Defined Above.....	2
Section 1.02. UCC and Other Defined Terms .....	2
Section 1.03. Definitions.....	2
Section 1.04. Interpretive Provisions .....	4
ARTICLE II GRANT OF LIEN AND SECURED OBLIGATIONS .....	4
Section 2.01. Grant of Liens .....	4
Section 2.02. Grant of Security Interest.....	6
Section 2.03. Secured Obligations .....	6
Section 2.04. Fixture Filing, Etc. ....	6
Section 2.05. Pro Rata Benefit.....	7
ARTICLE III ASSIGNMENT OF AS-EXTRACTED COLLATERAL .....	7
Section 3.01. Assignment .....	7
Section 3.02. No Modification of Payment Obligations.....	9
Section 3.03. Rights and Title of Consignee.....	9
ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS .....	9
Section 4.01. Title; No Other Liens .....	9
Section 4.02. Defend Title .....	9
Section 4.03. Not a Foreign Person .....	10
Section 4.04. Power to Create Lien and Security .....	10
Section 4.05. Reserved.....	10
Section 4.06. Rentals Paid; Leases in Effect.....	10
Section 4.07. Operation by Third Parties .....	10
Section 4.08. Failure to Perform .....	11
ARTICLE V RIGHTS AND REMEDIES .....	11
Section 5.01. Event of Default.....	11
Section 5.02. Foreclosure and Sale .....	11
Section 5.03. Substitute Agents .....	12
Section 5.04. Judicial Foreclosure; Receivership .....	13
Section 5.05. Foreclosure for Installments .....	13
Section 5.06. Separate Sales .....	13
Section 5.07. Possession of Mortgaged Property.....	13
Section 5.08. Occupancy After Foreclosure .....	14
Section 5.09. Remedies Cumulative, Concurrent and Nonexclusive .....	14
Section 5.10. Discontinuance of Proceedings.....	14

Section 5.11. No Release of Obligations .....	15
Section 5.12. Release of and Resort to Collateral.....	15
Section 5.13. Waiver of Redemption, Notice and Marshalling of Assets, Etc. ....	15
Section 5.14. Application of Proceeds .....	15
Section 5.15. Resignation of Operator .....	16
Section 5.16. Indemnity .....	16
<b>ARTICLE VI MISCELLANEOUS .....</b>	<b>17</b>
Section 6.01. Instrument Construed as Mortgage, Etc.....	17
Section 6.02. Releases.....	17
Section 6.03. Severability .....	17
Section 6.04. Successors and Assigns.....	18
Section 6.05. Satisfaction of Prior Encumbrance .....	18
Section 6.06. Application of Payments to Certain Obligations .....	18
Section 6.07. Nature of Covenants .....	18
Section 6.08. Notices .....	18
Section 6.09. Counterparts .....	18
Section 6.10. Governing Law .....	19
Section 6.11. Financing Statement; Fixture Filing .....	19
Section 6.12. Authorization of Financing Statements .....	19
Section 6.13. Exculpation Provisions .....	20
Section 6.14. [Reserved] .....	21
Section 6.15. References.....	21
Section 6.16. Entire Agreement .....	21
<b>ARTICLE VII STATE SPECIFIC PROVISIONS .....</b>	<b>21</b>
Section 7.01. State Specific Provisions Generally.....	21
Section 7.02. Special Louisiana Provisions .....	21
Section 7.03. Special Mississippi Provisions.....	25

Exhibit A Oil and Gas Properties

**THIS MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT** (as the same may from time to time be amended, amended and restated, supplemented or otherwise modified, this "Mortgage") is entered into as of November 4, 2024, to be effective as of November 8, 2024 (the "Effective Date") by:

HEQ II ROYALTIES, LLC, a Delaware limited liability company ("HEQ Royalties"), whose chief executive office is located at Two Allen Center, 1200 Smith Street, Suite 2400, Houston, TX 77002,

HEQ II CAMPO, LLC, a Delaware limited liability company ("HEQ Campo"), whose chief executive office is located at Two Allen Center, 1200 Smith Street, Suite 2400, Houston, TX 77002,

HEDV GALA, LLC, a Texas limited liability company ("Gala"), whose chief executive office is located at Two Allen Center, 1200 Smith Street, Suite 2400, Houston, TX 77002, and

HEDV LAFEMME, LLC, a Texas limited liability company ("LaFemme" and together with HEQ Royalties, HEQ Campo and Gala, the "Mortgagors" and each, individually, a "Mortgagor"), whose chief executive office is located at Two Allen Center, 1200 Smith Street, Suite 2400, Houston, TX 77002,

in favor of Capital One, National Association, as Administrative Agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, the "Mortgagee"), with respect to all Mortgaged Property located in or adjacent to the States of Louisiana and Mississippi and with respect to all UCC Collateral.

#### **RECITALS**

A. Pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Parent, the banks and other financial institutions and entities from time to time party thereto (the "Lenders") and Capital One, National Association, as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the "Administrative Agent"), the Lenders have agreed to make certain loans and other extensions of credit and provide certain commitments to the Borrower.

B. In connection with the transactions contemplated by the Credit Agreement, on the date hereof, HEQ Deepwater II Operating, LLC, each of the other Grantors from time to time party thereto, and the Administrative Agent entered into that certain Guaranty and Collateral Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement").

C. Certain Mortgagors and/or certain of the other Credit Parties and certain Secured Swap Providers have entered into or may enter into certain Secured Swap Agreements.

D. Certain Mortgagors and/or certain of the other Credit Parties and certain Bank Products Providers have entered into or may enter into certain agreements memorializing arrangements in respect of Bank Products (collectively, the “Bank Products Agreements”).

E. In order to induce the Lenders and Issuing Banks to grant extensions of credit thereunder, each Mortgagor is entering into this Mortgage.

F. The Mortgagors and the other Credit Parties are engaged in related businesses, and each Mortgagor will derive substantial direct and indirect benefit from the extensions of credit under the Credit Agreement and from the agreements to provide Secured Swap Agreements and Bank Products Agreements.

G. The Lenders and the Issuing Bank have conditioned certain of their obligations under the Credit Agreement upon the execution and delivery by the Mortgagors of this Mortgage, and the Mortgagors have agreed to enter into this Mortgage to secure the Secured Obligations.

H. THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to enter into this Mortgage in its entirety as set forth below:

## **ARTICLE I DEFINITIONS AND INTERPRETIVE PROVISIONS**

Section 1.01. Terms Defined Above. As used in this Mortgage, each term defined above has the meaning indicated above.

Section 1.02. UCC and Other Defined Terms. Each capitalized term used in this Mortgage shall, unless otherwise defined in the Mortgage, have the meaning ascribed to such term in the Credit Agreement. Terms defined in the Applicable UCC which are not otherwise defined in this Mortgage or the Credit Agreement are used herein as defined in the Applicable UCC (even if such terms are capitalized herein and are not capitalized in the Applicable UCC).

Section 1.03. Definitions.

“Applicable UCC” means the provisions of the Uniform Commercial Code presently in effect in the State of Louisiana, the State of Mississippi, or the jurisdiction in which the relevant UCC Collateral is situated or which otherwise is applicable to the creation or perfection of the Liens described herein or the rights and remedies of Mortgagee under this Mortgage.

“Collateral” means, collectively, all the Mortgaged Property and all the UCC Collateral.

“Event of Default” has the meaning ascribed to such term in Section 5.01.

“Excluded Assets” has the meaning ascribed to such term in the Guaranty and Collateral Agreement.

“Future Advances” means future obligations and future advances that the Mortgagee or any other Secured Party may make pursuant to any Secured Transaction Document.

“Hydrocarbon Interests” means all rights, titles, interests and estates now owned or hereafter acquired by any Mortgagor in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, fee interests, surface interests, mineral fee interests, overriding royalty and royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature, in each case, which are described on Exhibit A; provided that it is the intent of each Mortgagor that all of its interests in and to the Property described on Exhibit A be subject to the Lien of this Mortgage even if (a) its interests on Exhibit A shall be incorrectly described or a description of a part or all of such Property or such Mortgagor’s interests therein be omitted or limited to particular lands, specified depths or particular types of property interests or (b) such interests in and to such Property described on Exhibit A may be hereafter acquired.

“Hydrocarbons” means all oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined or separated therefrom and all other minerals which may be produced and saved from or attributable to the Oil and Gas Properties of the Mortgagors (or any of them), including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests or other Property constituting Oil and Gas Properties.

“Indemnified Parties” means the Mortgagee, the Arrangers and each other Secured Party and their respective Related Parties.

“Mortgaged Property” means the Oil and Gas Properties and other Property and assets described in Section 2.01(a) through Section 2.01(e).

“Oil and Gas Properties” means (a) Hydrocarbon Interests; (b) the Property now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization agreements, communitization agreements, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, production sales agreements, farmout agreements, farm in agreements, area of mutual interest dedications, equipment leases and other agreements, in each case which relate to any of the Hydrocarbon Interests or to the production, sale, purchase, exchange, processing, handling, storage, transporting or marketing of any Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; (f) all tenements, hereditaments, appurtenances and Property in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests, including all compressor sites, settling ponds and equipment or pipe yards; and (g) all Property, rights, titles, interests and estates described or referred to above, including any and all Property, real or personal, immovable or moveable, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all wellbores, oil wells, gas wells,

injection wells, disposal wells or other wells, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, pipelines, gathering systems, field gathering systems, sales and flow lines, water disposal systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, steam generation facilities, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights, together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing.

“Outer Continental Shelf” has the meaning given to the term “Outer Continental Shelf” in the Outer Continental Shelf Lands Act (“OCSLA”).

“Permitted Encumbrances” means all Liens permitted to be placed on the Mortgaged Property under Section 9.03 of the Credit Agreement.

“Post-Default Rate” means the post-default rate *per annum* set forth in Section 3.02(c) of the Credit Agreement applicable to past due payments, but in no event to exceed the Highest Lawful Rate.

“Proceeds” has the meaning ascribed to such term in Article 9 of the Applicable UCC.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts and contract rights.

“Secured Obligations” has the meaning ascribed to such term in the Guaranty and Collateral Agreement.

“Secured Transaction Documents” means, collectively, the Credit Agreement, the other Loan Documents, the Secured Swap Agreements and the Bank Products Agreements.

“UCC Collateral” means the Property and other assets described in Section 2.02.

Section 1.04. Interpretive Provisions. Section 1.04 of the Credit Agreement is hereby incorporated herein by reference *mutatis mutandis* as if stated verbatim herein as agreements of the parties hereto.

## **ARTICLE II GRANT OF LIEN AND SECURED OBLIGATIONS**

Section 2.01. Grant of Liens. To secure payment of the Secured Obligations, each Mortgagor does by these presents hereby GRANT, BARGAIN, SELL, WARRANT, MORTGAGE, ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE and CONVEY AND, to the extent permitted by applicable law, GRANT A POWER OF SALE to the Mortgagee, for its benefit and the benefit of the other Secured Parties, with mortgage covenants, and upon the statutory mortgage condition for the breach of which this Mortgage may be subject to foreclosure as provided by applicable law, all the Property, rights and interests described on Exhibit A, and which are located in (or cover or relate to properties located in) the States of Louisiana and Mississippi (the “Mortgage States”), or which are located within (or cover or relate to properties located

within) the Outer Continental Shelf or other offshore area adjacent to such Mortgage States over which the United States of America asserts jurisdiction and to which the laws of such Mortgage States are applicable with respect to this Mortgage and/or the Liens created hereby, including:

(a) All rights, titles, interests and estates now owned or hereafter acquired by such Mortgagor in and to the Oil and Gas Properties described on Exhibit A.

(b) All rights, titles, interests and estates now owned or hereafter acquired by such Mortgagor in and to all geological, geophysical, engineering, accounting, title, legal and other technical or business data concerning the Oil and Gas Properties described on Exhibit A or the Hydrocarbons attributable to or produced from the Oil and Gas Properties described on Exhibit A, and all books, files, records, magnetic media, computer records and other forms of recording or obtaining access to such data.

(c) All rights, titles, interests and estates now owned or hereafter acquired by such Mortgagor in and to all Hydrocarbons attributable to or produced from the Oil and Gas Properties described on Exhibit A.

(d) Any Property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the Liens hereof by such Mortgagor or by anyone on such Mortgagor's behalf; and the Mortgagee is hereby authorized to receive the same at any time as additional security hereunder.

(e) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by such Mortgagor in and to the Oil and Gas Properties described on Exhibit A and all other rights, titles, interests and estates and every part and parcel thereof, including, without limitation, any rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Permitted Encumbrances to which any of such Oil and Gas Properties or other rights, titles, interests or estates are subject or otherwise; all rights of such Mortgagor to Liens securing payment of proceeds from the sale of production from any of such Oil and Gas Properties, together with any and all renewals and extensions of any of such related rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by such Mortgagor in and to the such related rights, titles, interests or estates.

Notwithstanding any provision in this Mortgage to the contrary, in no event (a) is any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Mortgaged Property" and no Building or Manufactured (Mobile) Home is hereby encumbered by this Mortgage or (b) are any Excluded Assets included in the definition of Mortgaged Property or UCC Collateral and no Excluded Assets are encumbered by this Mortgage.

With respect to each Mortgagor, any fractions or percentages specified on Exhibit A in referring to such Mortgagor's interests are solely for purposes of the warranties made by such Mortgagor pursuant to Section 4.01 and shall in no manner limit the quantum of interest affected



by this Section 2.01 with respect to any Oil and Gas Properties or with respect to any unit or well identified on Exhibit A.

**Section 2.02. Grant of Security Interest.** To further secure the payment of Secured Obligations when due, each Mortgagor hereby grants to the Mortgagee, for its benefit and the benefit of the other Secured Parties, a security interest in and to such Mortgagor's rights, titles, and interests in all of the following (whether now or hereafter acquired by operation of law or otherwise):

(a) all Accounts;

(b) all General Intangibles related to the Oil and Gas Properties (including, without limitation, rights in and under any Payment Intangible, Swap Agreement or any Commodity Contract) and all rights under insurance contracts and rights to insurance proceeds;

(c) all As-Extracted Collateral from or attributable to the Oil and Gas Properties;

(d) all books and records pertaining to the Oil and Gas Properties and other Collateral;

(e) all Fixtures;

(f) all Hydrocarbons;

(g) to the extent not otherwise included, any other property from, attributable or pertaining to the Oil and Gas Properties insofar as it consists of personal property of any kind or character defined in and subject to the Applicable UCC; and

(h) to the extent not otherwise included, all products of any and all of the foregoing and all collateral security, guarantees and other Supporting Obligations given with respect to any of the foregoing and all Proceeds of any and all of the foregoing.

Notwithstanding any provision in this Mortgage to the contrary, in no event are any Excluded Assets included in the definition of UCC Collateral and no Excluded Assets are encumbered by this Mortgage.

**Section 2.03. Secured Obligations.** This Mortgage is executed and delivered by the Mortgagors to secure and enforce the Secured Obligations.

**Section 2.04. Fixture Filing, Etc.** Without in any manner limiting the generality of any of the other provisions of this Mortgage: (a) some portions of the goods described or to which reference is made herein are or are to become Fixtures on the land described or to which reference is made herein or on Exhibit A; (b) the security interests created hereby under applicable provisions of the Applicable UCC will attach to all As-Extracted Collateral (all minerals including oil and gas and the Accounts resulting from the sale thereof at the wellhead or minehead located on the Oil and Gas Properties described or to which reference is made herein or on Exhibit A) and all other Hydrocarbons; (c) this Mortgage is to be filed of record in the real estate records or other

appropriate records as a financing statement of each jurisdiction where any part of the Mortgaged Property (including said Fixtures) is situated, and to the extent any of such Mortgaged Property is situated within the offshore area over which the United States of America asserts jurisdiction, each jurisdiction adjacent to where such Mortgaged Property is situated; and (d) each Mortgagor has an interest of record in its portion of the real/immovable Property identified on Exhibit A, and collectively Mortgagors have an interest of record in the entirety of the real/immovable Property comprised of the Mortgaged Property.

Section 2.05. Pro Rata Benefit. This Mortgage is executed and granted for the pro rata benefit and security of the Mortgagee and the other Secured Parties to secure the Secured Obligations for so long as the same remain unpaid and thereafter until Payment In Full has occurred.

### **ARTICLE III ASSIGNMENT OF AS-EXTRACTED COLLATERAL**

Section 3.01. Assignment.

(a) To further secure the payment of the Secured Obligations, each Mortgagor has absolutely and unconditionally assigned, transferred, conveyed and granted a security interest, and does hereby absolutely and unconditionally assign, transfer, convey and grant a security interest unto the Mortgagee in and to:

(i) all of its As-Extracted Collateral located in or relating to the Mortgaged Property located in (or located on the Outer Continental Shelf and adjacent to) each county and/or parish where this Mortgage is filed, including without limitation, all As-Extracted Collateral relating to the Hydrocarbon Interests, the Hydrocarbons and all products obtained or processed therefrom;

(ii) the revenues and proceeds now and hereafter attributable to such Mortgaged Property, including the Hydrocarbons, and said products and all payments in lieu, such as "take or pay" payments or settlements; and

(iii) all amounts and proceeds hereafter payable to or to become payable to such Mortgagor or now or hereafter relating to any part of such Mortgaged Property and all amounts, sums, monies, revenues and income which become payable to such Mortgagor from, or with respect to, any of the Mortgaged Property, present or future, now or hereafter constituting a part of the Hydrocarbon Interests.

(b) The Hydrocarbons and products are to be delivered into pipe lines connected with the Mortgaged Property, or to the purchaser thereof, to the credit of the Mortgagee, for its benefit and the benefit of the other Secured Parties, free and clear of all taxes, charges, costs and expenses; and all such revenues and proceeds shall be paid directly to the Mortgagee, at its offices in Houston, Texas, with no duty or obligation of any party paying the same to inquire into the rights of the Mortgagee to receive the same, what application is made thereof, or as to any other matter.

(c) Each Mortgagor agrees to perform all such acts, and to execute all such further assignments, transfers and division orders and other instruments as may be reasonably required or desired by the Mortgagee, after receipt of a written request from the Mortgagee, in order to have said proceeds and revenues so paid to the Mortgagee. In addition to any and all rights of a secured party under Sections 9-607 and 9-609 of the Applicable UCC, the Mortgagee is fully authorized to receive and receipt for said revenues and proceeds; to indorse and cash any and all checks and drafts payable to the order of such Mortgagor or the Mortgagee for the account of such Mortgagor received from or in connection with said revenues or proceeds and to hold the proceeds thereof in a Deposit Account with the Mortgagee, a Lender or other acceptable commercial bank as additional collateral securing the Secured Obligations; and to execute transfer and division orders in the name of such Mortgagor, or otherwise, with warranties binding such Mortgagor. All proceeds received by the Mortgagee pursuant to this grant and assignment shall be applied as provided in Section 5.14.

(d) The Mortgagee shall not be liable for any delay, neglect or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder; but the Mortgagee shall have the right, at its election after written notice is provided to the Mortgagor, in the name of such Mortgagor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by the Mortgagee in order to collect such funds and to protect the interests of the Mortgagee and/or such Mortgagor, with all out-of-pocket costs, expenses and attorneys' fees incurred in connection therewith being paid by such Mortgagor.

(e) Such Mortgagor hereby appoints the Mortgagee as its attorney-in-fact to pursue any and all rights of such Mortgagor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons. In addition to the Liens granted to the Mortgagee in Section 2.01(e), such Mortgagor hereby further pledges and collaterally transfers and assigns to the Mortgagee any and all such Liens, security interests, financing statements or similar interests of such Mortgagor attributable to its interest in the As-Extracted Collateral, any other Hydrocarbons and proceeds of runs therefrom arising under or created by said statutory provision, judicial decision or otherwise. The power of attorney granted to the Mortgagee in this Section 3.01, being coupled with an interest, shall be irrevocable until Payment In Full has occurred, at which time such power of attorney shall automatically terminate without any further action by any Mortgagor.

(f) Except as otherwise provided in this Mortgage, each Mortgagor will collect and enforce, at its own sole expense, all revenues and proceeds due or hereafter due to such Mortgagor attributable to the Mortgaged Property.

(g) Notwithstanding the other provisions in this Article III, (i) until such time as an Event of Default has occurred and is continuing, but subject to the provisions of the Credit Agreement, the Mortgagee hereby grants to each Mortgagor a license or the right to sell its respective Hydrocarbons and receive proceeds from the sale of such Hydrocarbons, which license or right, as applicable, shall automatically terminate upon such Event of Default and for so long as the same continues, and (ii) the Mortgagee has agreed not to exercise its right to receive direct delivery of Hydrocarbons and payment of proceeds

immediately but rather, each party producing, purchasing or receiving Hydrocarbons may continue to make such deliveries or payments to such Mortgagor until such time as such party has received notice from the Mortgagee that an Event of Default has occurred and is continuing and that such party is directed to make delivery or payment directly to the Mortgagee.

Section 3.02. No Modification of Payment Obligations. Nothing herein contained shall modify or otherwise alter the obligation of any Mortgagor to make prompt payment of all amounts constituting Secured Obligations when and as the same become due regardless of whether the proceeds of the As-Extracted Collateral and Hydrocarbons are sufficient to pay the same, and the rights provided in accordance with the foregoing assignment provision shall be cumulative of all other security of any and every character now or hereafter existing to secure payment of the Secured Obligations. Nothing in this Article III is intended to be an acceptance of collateral in satisfaction of the Secured Obligations.

Section 3.03. Rights and Title of Consignee. In addition to the rights, titles and interests hereby conveyed pursuant to Section 2.01, each Mortgagor hereby grants to the Mortgagee those Liens given to owners of Hydrocarbon Interests, as secured parties, to secure the obligations of the first purchaser of Hydrocarbons at the wellhead to pay the purchase price therefor under applicable law.

#### **ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS**

Each Mortgagor hereby represents, warrants and covenants as follows:

Section 4.01. Title; No Other Liens. To the extent of the undivided interests specified on Exhibit A, such Mortgagor has good and defensible title to and is possessed of the Hydrocarbon Interests owned by such Mortgagor (excluding Immaterial Title Deficiencies, those Oil and Gas Properties that have been disposed of in accordance with the Credit Agreement and leases which have expired in accordance with their terms) and has good title to the UCC Collateral owned by such Mortgagor. The Collateral is free of all Liens except Permitted Encumbrances.

Section 4.02. Defend Title. This Mortgage is, and always will be kept, a first priority Lien upon the Collateral in which a Lien or security interest may be perfected by filing this Mortgage in the real estate records, mortgage records or other appropriate records of each jurisdiction where any part of the Mortgaged Property is situated, and, to the extent such Mortgaged Property is situated within the offshore area over which the United States of America asserts jurisdiction, each jurisdiction adjacent to where the Mortgaged Property is situated, in either case, subject to Permitted Encumbrances; but no intent to subordinate the priority of the Liens created hereby is intended or inferred by such existence. Each Mortgagor will not create or suffer to be created or permit to exist any Lien, security interest or charge prior or junior to or on a parity with the Lien of this Mortgage upon its Collateral or any part thereof other than such Permitted Encumbrances. Other than any Permitted Encumbrances, each Mortgagor will warrant and use commercially reasonable efforts to defend the title to its Collateral against the claims and demands of all other Persons whomsoever and will maintain and preserve the Lien created hereby (and its priority) until Payment In Full has occurred. If (a) an adverse claim is made against or a cloud

develops upon the title which materially affects any part of a Mortgagor's Collateral other than a Permitted Encumbrance or (b) any Person, other than the holder of a prior Permitted Encumbrance, shall challenge the priority or validity of the Liens created by this Mortgage as to a Mortgagor's Collateral, then such Mortgagor agrees to promptly use commercially reasonable efforts to defend against such adverse claim, take appropriate action to remove such cloud or subordinate such Permitted Encumbrance, in each case, at the sole cost and expense of such Mortgagor. Subject to each Mortgagor's right to contest as provided in the definition of "Excepted Lien" in the Credit Agreement, such Mortgagor's right to notice provided in, and the time periods contained in, the Credit Agreement, each Mortgagor further agrees that the Mortgagee may take such other action as it deems reasonably advisable to protect and preserve their interests in its Collateral, and in such event such Mortgagor will indemnify the Mortgagee against any and all reasonable and documented out-of-pocket costs, attorneys' fees and other expenses, to the extent such Mortgagor would be required to do so pursuant to the Credit Agreement, which they may incur in defending against any such adverse claim or taking action to remove any such cloud.

Section 4.03. Not a Foreign Person. No Mortgagor is a "foreign person" within the meaning of the Code, Sections 1445 and 7701 (*i.e.* no Mortgagor is 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 4.04. Power to Create Lien and Security. Each Mortgagor has full power and lawful authority to grant, bargain, sell, assign, transfer, mortgage and convey a security interest in all of its Collateral in the manner and form herein provided. No authorization, approval, consent or waiver of any lessor, sublessor, Governmental Authority or other party or parties whomsoever that has not been obtained is required in connection with the execution and delivery by the Mortgagors of this Mortgage, other than (a) the recording and filing of the Security Instruments as required by this Mortgage and (b) those third party approvals or consents which, if not made or obtained, would not cause a Default under any Loan Document or, would not reasonably be expected to have a Material Adverse Effect.

Section 4.05. Reserved.

Section 4.06. Rentals Paid; Leases in Effect. All rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Mortgaged Property have been duly paid or provided for (except for (a) those amounts being contested by any Mortgagor in good faith and for which adequate reserves have been maintained in accordance with GAAP and (b) such failures to pay rentals or royalties, which could not reasonably be expected to have a Material Adverse Effect), and all leases or subleases comprising a part of the Oil and Gas Properties are in full force and effect in all material respects, except with respect to any such Mortgaged Property that is no longer capable of producing Hydrocarbons in economically reasonable amounts or to the extent such leases have expired in accordance with their terms.

Section 4.07. Operation by Third Parties. If any portion of the Mortgaged Property is comprised of interests which are not working interests or which are not operated by the applicable Mortgagor or one of its Affiliates, then with respect to such interests and Property, such Mortgagor's covenants as expressed in this Article IV are modified to require that such Mortgagor use reasonable commercial efforts to obtain compliance with such covenants by the working

interest owners or the operator or operators of such Mortgaged Property.

Section 4.08. Failure to Perform. Subject to each Mortgagor's right to contest as provided in the definition of "Excepted Lien" in the Credit Agreement, such Mortgagor's right to notice provided in, and the time periods contained in the Credit Agreement, such Mortgagor agrees that if it fails to perform any act or to take any action which it is required to perform or take hereunder or pay any money which such Mortgagor is required to pay hereunder, the Mortgagee, in such Mortgagor's name or its or their own name, may, but shall not be obligated to, perform or cause to perform such act or take such action or pay such money, and any expenses so incurred by it and any money so paid by it shall be a demand obligation owing by such Mortgagor to the Mortgagee and the Mortgagee, to the extent such expenses are subject to reimbursement under the Credit Agreement, upon making such payment, shall be subrogated to all of the rights of the Person receiving such payment. Subject to Section 3.02(c) of the Credit Agreement, each amount due and owing by any Mortgagor to the Mortgagee pursuant to this Mortgage shall bear interest from the date such amount is due until paid at the Post-Default Rate.

## **ARTICLE V RIGHTS AND REMEDIES**

Section 5.01. Event of Default. An Event of Default under the Credit Agreement shall be an "Event of Default" under this Mortgage.

Section 5.02. Foreclosure and Sale.

(a) If an Event of Default shall occur and be continuing, to the extent provided by applicable law, the Mortgagee shall have the right and option to proceed with foreclosure and sell all or any portion of such Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places in otherwise such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Mortgagee may reasonably deem appropriate, and to make conveyance to the purchaser or purchasers. Where the Mortgaged Property is situated in more than one jurisdiction, notice as above provided shall be posted and filed in all such jurisdictions (if such notices are required by law), and all such Mortgaged Property may be sold in any such jurisdiction (in accordance with applicable law of such jurisdiction) and any such notice shall designate the jurisdiction where such Mortgaged Property is to be sold. Nothing contained in this Section 5.02 shall be construed so as to limit in any way any rights to sell the Mortgaged Property or any portion thereof by private sale if and to the extent that such private sale is permitted under the laws of the applicable jurisdiction or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. To the extent permitted by law, each Mortgagor hereby irrevocably appoints the Mortgagee and its successors and permitted assigns, with full power of substitution, to be the attorney-in-fact of such Mortgagor and in the name and on behalf of such Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which such Mortgagor ought to execute and deliver and do and perform any and all such acts and things which such Mortgagor ought to do and perform under the covenants herein contained and generally, to use the name of such Mortgagor in the exercise of all or any of the powers hereby conferred on the Mortgagee; *provided, however*, that such power of attorney shall automatically terminate

without any further action by such Mortgagor upon Payment in Full. The Mortgagee agrees that it shall not exercise any power of authority granted to it under this Section 5.02 unless an Event of Default has occurred and is continuing. At any such sale, to the extent permitted by applicable law: (i) whether made under the power of sale herein contained or any other legal enactment, or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for the Mortgagee to have physically present, or to have constructive possession of, the Mortgaged Property (each Mortgagor hereby covenanting and agreeing to deliver any portion of its Mortgaged Property not actually or constructively possessed by the Mortgagee immediately upon its demand) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, (ii) each instrument of conveyance executed by the Mortgagee shall contain a general warranty of title, binding upon the Mortgagors and their successors and assigns, (iii) each and every recital contained in any instrument of conveyance made by the Mortgagee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Secured Obligations, advertisement and conduct of such sale in the manner provided herein and otherwise by law, (iv) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (v) the receipt of the Mortgagee or of such other party or officer making the sale shall be a sufficient discharge to the purchaser or purchasers for its purchase money and no such purchaser or purchasers, or its assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or nonapplication thereof, (vi) to the fullest extent permitted by law, each Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against each Mortgagor, and against any and all other Persons claiming or to claim the property sold or any part thereof, by, through or under any such Mortgagor, and (vii) to the extent and under such circumstances as are permitted by law, the Mortgagee may be a purchaser at any such sale, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the Secured Obligations (in the order of priority set forth in Section 5.14) in lieu of cash payment.

(b) If an Event of Default shall occur and be continuing, then (i) the Mortgagee shall be entitled to all of the rights, powers and remedies afforded a secured party by the Applicable UCC with reference to the UCC Collateral and (ii) the Mortgagee may proceed as to any Collateral (including UCC Collateral) in accordance with the rights and remedies granted under this Mortgage or applicable law in respect of the Collateral. Such rights, powers and remedies shall be cumulative and in addition to those granted to the Mortgagee under any other provision of this Mortgage or under any other Loan Document or any Secured Transaction Document. Written notice mailed to the Mortgagors as provided herein at least ten (10) days prior to the date of public sale of any part of the Collateral which is personal property subject to the provisions of the Applicable UCC, or prior to the date after which private sale of any such part of the Collateral will be made, shall constitute reasonable notice.

Section 5.03. Substitute Agents. To the extent permitted by applicable law, the

Mortgagee 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 the Mortgagee, including the posting of notices and the conduct of sale, but in the name and on behalf of the Mortgagee. If the Mortgagee shall have given notice of sale hereunder, any successor or substitute mortgagee agent 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 agent conducting the sale.

Section 5.04. Judicial Foreclosure; Receivership. Upon the occurrence of and during the continuance of an Event of Default, the Mortgagee shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Collateral under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Collateral under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy. Any money advanced by the Mortgagee in connection with any such receivership shall be a demand obligation (which obligation the Mortgagors hereby expressly promise to pay) owing by the Mortgagors to the Mortgagee and shall bear interest from the date of making such advance by the Mortgagee until paid at the Post-Default Rate.

Section 5.05. Foreclosure for Installments. The Mortgagee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Secured Obligations which have not been paid when due either through the courts or by proceeding with foreclosure in satisfaction of the matured but unpaid portion of the Secured Obligations as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest and other Secured Obligations then due; such sale may be made subject to the unmatured portion of the Secured Obligations, and any such sale shall not in any manner affect the unmatured portion of the Secured Obligations, but as to such unmatured portion of the Secured Obligations, this Mortgage shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Secured Obligations, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Secured Obligations without exhausting the power to foreclose and sell the Mortgaged Property for any subsequently maturing portion of the Secured Obligations.

Section 5.06. Separate Sales. If an Event of Default shall occur and be continuing, then the Collateral may be sold in one or more parcels and to the extent permitted by applicable law in such manner and order as the Mortgagee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 5.07. Possession of Mortgaged Property. With respect to each Mortgagor, if an Event of Default shall have occurred and be continuing, then, to the extent permitted by applicable law, the Mortgagee shall have the right and power to enter into and upon and take possession of all or any part of the Collateral in the possession of such Mortgagor, its successors or assigns, or its or their agents or servants, and may exclude such Mortgagor, its successors or assigns, and all Persons claiming under such Mortgagor, and its or their agents or servants wholly or partly



therefrom; and, holding the same, the Mortgagee may use, administer, manage, operate and control the Collateral and conduct the business thereof to the same extent as such Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of such Mortgagor, in the name, place and stead of such Mortgagor, or otherwise as the Mortgagee shall deem best. All reasonable and documented costs, out-of-pocket expenses and liabilities of every character incurred by the Mortgagee, that are payable under of the Credit Agreement, in administering, managing, operating and controlling the Mortgaged Property shall constitute a demand obligation (which obligation the Mortgagors expressly promise to pay following written demand) owing by the Mortgagors to the Mortgagee and shall bear interest from the date of written notice to the Mortgagors of such costs, expenses and liabilities until paid at the Post-Default Rate.

Section 5.08. Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale any Mortgagor or the heirs, devisees, representatives, successors or assigns of, or any other Person claiming any interest in the Collateral by, through or under, any Mortgagor, are occupying or using the Mortgaged 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 the landlord or tenant, or 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 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 Mortgaged Property (such as an action for forcible entry and detainer) in any court having jurisdiction.

Section 5.09. Remedies Cumulative, Concurrent and Nonexclusive. Every right, power, privilege and remedy herein given to the Mortgagee shall be cumulative and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, at law or by statute (including specifically those granted by the Applicable UCC in effect and applicable to the Collateral or any portion thereof). Each and every right, power, privilege and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Mortgagee, and the exercise, or the beginning of the exercise, or the abandonment, of any such right, power, privilege or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power, privilege or remedy. No delay or omission by the Mortgagee or any other Secured Party in the exercise of any right, power, privilege or remedy shall impair any such right, power, privilege or remedy or operate as a waiver thereof or of any other right, power, privilege or remedy then or thereafter existing.

Section 5.10. Discontinuance of Proceedings. If the Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under any Secured Transaction Document or available at law and shall thereafter elect to discontinue or abandon same for any reason, then it shall have the unqualified right so to do and, in such an event, the parties shall be restored to their former positions with respect to the Secured Obligations, this Mortgage, the other Secured Transaction Documents, the Collateral and otherwise, and the rights, remedies, recourses and powers of the Mortgagee, as applicable, shall continue as if same had never been invoked.

Section 5.11. No Release of Obligations. No Mortgagor, no Guarantor and no other Person hereafter obligated for payment of all or any part of the Secured Obligations shall be relieved of such obligation by reason of: (a) the failure of the Mortgagee to comply with any request of any Mortgagor, or any Guarantor or any other Person so obligated to foreclose the Lien of this Mortgage or to enforce any provision hereunder or under any Secured Transaction Document; (b) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or interest therein or the addition of any other Property to the Mortgaged Property; (c) any agreement or stipulation between any subsequent owner of the Mortgaged Property and the Mortgagee extending, renewing, rearranging or in any other way modifying the terms of this Mortgage without first having obtained the consent of, given notice to or paid any consideration to any Mortgagor, any Guarantor or any such other Person, and in such event each Mortgagor, each Guarantor and all such other Persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by the Mortgagee; or (d) by any other act or occurrence save and except the occurrence of Payment In Full.

Section 5.12. Release of and Resort to Collateral. The Mortgagee may release, regardless of consideration, any part of the Collateral without, as to the remainder, in any way impairing, affecting, subordinating or releasing the Lien created in or evidenced by this Mortgage or its stature as a first and prior Lien in and to the Collateral (provided that Permitted Encumbrances may exist) and without in any way releasing or diminishing the liability of any Person liable for the repayment of the Secured Obligations. For payment of the Secured Obligations, the Mortgagee may resort to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

Section 5.13. Waiver of Redemption, Notice and Marshalling of Assets, Etc. To the fullest extent permitted by law, each Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to such Mortgagor by virtue of any present or future moratorium law or other law exempting the Collateral from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment; (b) all notices of any Event of Default or of the Mortgagee's or any other Secured Party's intention to accelerate maturity of the Secured Obligations or of any election to exercise or any actual exercise of any right, remedy or recourse provided for hereunder or under any Secured Transaction Document or available at law, other than notice (as applicable) provided in the Credit Agreement or required under applicable law; and (c) any right to a marshalling of assets or a sale in inverse order of alienation. If any law referred to in this Mortgage and now in force, of which any Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall thereafter be deemed not to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof. If the laws of any state which provides for a redemption period do not permit the redemption period to be waived, the redemption period shall be specifically reduced to the minimum amount of time allowable by statute.

Section 5.14. Application of Proceeds. The proceeds of any sale of the Mortgaged Property or any part thereof and all other monies received in any proceedings for the enforcement hereof or otherwise, whose application has not elsewhere herein been specifically provided for, shall, to the extent not otherwise directed by applicable law, be applied:

(a) *First*, to the payment of all reasonable and documented expenses incurred by the Mortgagee incident to the enforcement of this Mortgage, the Credit Agreement or any Secured Transaction Document to collect any portion of the Secured Obligations (including, without limiting the generality of the foregoing, expenses of any entry or taking of possession, of any sale, of advertisement thereof, and of conveyances, and court costs, compensation of agents and employees and reasonable and documented out of pocket legal fees), and to the payment of all other reasonable and documented charges, expenses, liabilities and advances incurred or made by the Mortgagee under this Mortgage or in executing any power hereunder to the extent payable under the Credit Agreement; and

(b) *Second*, as set forth in Section 10.02(c) of the Credit Agreement.

Section 5.15. Resignation of Operator. In addition to all rights and remedies under this Mortgage, at law and in equity, if any Event of Default shall occur and be continuing and the Mortgagee shall exercise any remedies under this Mortgage with respect to any portion of the Mortgaged Property (or any Mortgagor shall transfer any of its Mortgaged Property "in lieu of" foreclosure) whereupon such Mortgagor is divested of its title to any of its Collateral, the Mortgagee shall have the right to request any operator of any Mortgaged Property, to the extent it is either such Mortgagor or any Affiliate of such Mortgagor, to resign as operator under the joint operating agreement applicable thereto, and no later than sixty (60) days after receipt by such Mortgagor of any such request, such Mortgagor shall, subject to the terms of such joint operating agreements, resign (or cause such other Person to resign) as operator of such Collateral.

Section 5.16. Indemnity. THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE, IN CONNECTION WITH ANY ACTION TAKEN, FOR ANY LOSS SUSTAINED BY ANY MORTGAGOR RESULTING FROM AN ASSERTION THAT THE MORTGAGEE HAS RECEIVED FUNDS FROM THE PRODUCTION OF HYDROCARBONS CLAIMED BY THIRD PERSONS OR ANY ACT OR OMISSION OF ANY INDEMNIFIED PARTY IN ADMINISTERING, MANAGING, OPERATING OR CONTROLLING THE MORTGAGED PROPERTY INCLUDING SUCH LOSS WHICH MAY RESULT FROM THE ORDINARY NEGLIGENCE OF AN INDEMNIFIED PARTY UNLESS SUCH LOSS IS CAUSED BY (I) THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE INDEMNIFIED PARTY SEEKING INDEMNITY, (II) MATERIAL BREACH OF INDEMNIFIED PARTIES' OBLIGATIONS UNDER THE LOAN DOCUMENTS, OR (III) DISPUTES SOLELY AMONG INDEMNIFIED PARTIES, IN EACH CASE AS DETERMINED BY A FINAL, NON-APPEALABLE ORDER OF A COURT OF COMPETENT JURISDICTION. NO INDEMNIFIED PARTY SHALL BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY OF ANY MORTGAGOR. EACH MORTGAGOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY EACH INDEMNIFIED PARTY FOR, AND TO HOLD EACH INDEMNIFIED PARTY HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE WHICH MAY OR MIGHT BE INCURRED BY ANY INDEMNIFIED PARTY BY REASON OF THIS MORTGAGE OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER. EACH MORTGAGOR HEREBY ASSENTS TO, RATIFIES AND CONFIRMS ANY AND ALL ACTIONS OF EACH INDEMNIFIED PARTY WITH RESPECT TO THE MORTGAGED PROPERTY TAKEN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS MORTGAGE. THE LIABILITIES OF EACH MORTGAGOR AS SET FORTH IN THIS SECTION 5.16 SHALL SURVIVE THE

TERMINATION OF THIS MORTGAGE.

**ARTICLE VI  
MISCELLANEOUS**

Section 6.01. Instrument Construed as Mortgage, Etc. This Mortgage may be construed as a mortgage, conveyance, collateral assignment, security agreement, fixture filing, pledge, financing statement, hypothecation or contract, or any one or more of them as applicable under applicable law, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

Section 6.02. Releases.

(a) Full Release. Upon Payment In Full, this Mortgage and the Liens and security interests granted hereunder shall be automatically released and terminated without any act by any party, and all rights to the Collateral shall revert to the applicable Mortgagor and if the Mortgagors shall request the release of this Mortgage, then the Mortgagee shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of the Mortgagors and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction, release, reconveyance and reassignment as may be reasonably requested by the Mortgagors. Other than as set forth in the foregoing sentence, this Mortgage shall remain and continue in full force and effect.

(b) Partial Release. If (i) any of the Mortgaged Property shall be sold, transferred or otherwise disposed of by a Mortgagor, (ii) all of the Equity Interests of any Mortgagor (other than the Borrower) shall be sold, transferred or otherwise disposed of by the Borrower or any Guarantor or (iii) any Mortgagor shall be designated as an Unrestricted Subsidiary, in each case of the foregoing clauses, in a transaction permitted by the Credit Agreement, then this Mortgage and the Liens and security interests granted hereunder with respect to the Mortgaged Property that is sold, transferred or otherwise disposed of (in the case of clause (i)), or with respect to the Mortgaged Property owned by the relevant Mortgagor (in the case of clauses (ii) and (iii)), in each case, shall be automatically released and terminated without any act by any party, and all rights to such Mortgaged Property shall revert to the relevant Mortgagor; and the Mortgagee, at the request and sole expense of such Mortgagor and to the extent permitted by the Credit Agreement, shall promptly, execute and deliver to such Mortgagor all releases or other documents reasonably requested by such Mortgagor for the release of the Liens created hereby on such Mortgaged Property.

(c) Possession of Notes. Each Mortgagor acknowledges and agrees that possession of any Note (or any replacements of any said Note or other instrument evidencing any part of the Secured Obligations) at any time by any such Mortgagor or any other Guarantor shall not in any manner extinguish the Secured Obligations or this Mortgage, and the Borrower shall have the right to issue and reissue any of the Notes from time to time as its interest or as convenience may require, without in any manner extinguishing or affecting the Secured Obligations or the Lien of this Mortgage.

Section 6.03. Severability. If any provision hereof is invalid or unenforceable in any

jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of the Mortgagee and the other Secured Parties in order to effectuate the provisions hereof. The invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. In the event any provision hereof is deemed invalid or unenforceable in any applicable jurisdiction, the parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the effect of which, in the parties' reasonable opinions and taken as a whole, comes as close as reasonably possible to that of the invalid, illegal or unenforceable provisions.

Section 6.04. Successors and Assigns. The terms used to designate any party or group of persons shall be deemed to include the respective heirs, legal representatives, successors and assigns of such Persons.

Section 6.05. Satisfaction of Prior Encumbrance. To the extent that proceeds of the Credit Agreement are used to pay Debt secured by any outstanding Lien against the Mortgaged Property then the parties agree that: (a) such proceeds have been advanced at the Credit Parties' request, and (b) the Mortgagee and the Lenders shall be subrogated to any and all rights and Liens owned by any owner or holder of such outstanding Liens, irrespective of whether said Liens are or have been released. It is expressly understood that, in consideration of the payment of such other Debt, each Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said Debt. This Mortgage is made with full substitution and subrogation of the Mortgagee and its successors and assigns in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Property or any part thereof.

Section 6.06. Application of Payments to Certain Obligations. If any part of the Secured Obligations cannot be lawfully secured by this Mortgage or if any part of the Mortgaged Property cannot be lawfully subject to the Lien hereof to the full extent of the Secured Obligations, then all payments made shall be applied on said Secured Obligations first in discharge of that portion thereof which is not secured by this Mortgage.

Section 6.07. Nature of Covenants. The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

Section 6.08. Notices. All notices, requests and demands made pursuant hereto shall be made in accordance with Section 12.01 of the Credit Agreement.

Section 6.09. Counterparts. This Mortgage is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Mortgaged Property is situated in, or offshore adjacent to, more than one county and/or parish, descriptions of only those portions of the Mortgaged Property located in, or offshore adjacent to, the county and/or parish in which a particular counterpart is recorded shall be attached as Exhibit A to such counterpart. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument. Complete copies of this Mortgage containing the entire Exhibit A have been retained by the Mortgagee.

Section 6.10. Governing Law. This Mortgage shall be construed under and governed by the laws of the State of Louisiana; provided, however, that, with respect to any portion of the Mortgaged Property located outside of the State of Louisiana, the laws of the place in which such property is located in, or offshore area adjacent to (and State law made applicable as a matter of Federal law), shall apply to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of Liens and enforcement of rights and remedies against the Mortgaged Property.

Section 6.11. Financing Statement; Fixture Filing. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all Fixtures included within the Mortgaged Property and is to be filed or filed for record in the real estate records, mortgage records or other appropriate records of each jurisdiction where any part of the Mortgaged Property (including said Fixtures) is situated and, to the extent such Mortgaged Property is situated within the offshore area over which the United States of America asserts jurisdiction, each jurisdiction adjacent to where the Mortgaged Property is situated. This Mortgage attached to a UCC-1 financing statement shall also be effective as a financing statement covering As-Extracted Collateral (including oil and gas and all other substances of value which may be extracted from the ground) and accounts financed at the wellhead or minehead of wells or mines located on the properties subject to the Applicable UCC and is to be filed for record in the real estate records, UCC records or other appropriate records of each jurisdiction where any part of the Mortgaged Property is situated and, to the extent such Mortgaged Property is situated within the offshore area over which the United States of America asserts jurisdiction, each jurisdiction adjacent to where the Mortgaged Property is situated.

Section 6.12. Authorization of Financing Statements. Pursuant to the Applicable UCC, each Mortgagor authorizes the Mortgagee, its counsel (including Simpson Thacher & Bartlett LLP, as its legal counsel) or its representative, at any time and from time to time, to file or record financing statements, continuation statements, amendments thereto and other filing or recording documents or instruments with respect to the Collateral, in such form and in such offices as the Mortgagee reasonably determines appropriate to perfect the security interests of the Mortgagee under this Mortgage. Each Mortgagor also authorizes the Mortgagee, its counsel (including Simpson Thacher & Bartlett LLP, as its legal counsel) or its representative, at any time and from time to time, to file or record such financing statements that describe the collateral covered thereby as “all assets of the Mortgagor”, “all personal property of the Mortgagor” or words of similar effect. Each Mortgagor shall pay all costs associated with the filing of such instruments.

In that regard, each Mortgagor represents and warrants the following information (other than information below describing the “Secured Party”) is correct:

Name of Debtor 1:	HEQ II Royalties, LLC
Address of Debtor:	Two Allen Center, 1200 Smith Street, Suite 2400 Houston, TX 77002
State of Formation/Location:	Delaware
Organizational ID Number:	7165403
Principal Place of Business of Debtor 1:	Two Allen Center, 1200 Smith Street, Suite 2400 Houston, TX 77002

Name of Debtor 2: HEQ II Campo, LLC  
Address of Debtor: Two Allen Center, 1200 Smith Street, Suite 2400  
Houston, TX 77002  
State of Formation/Location: Delaware  
Organizational ID Number: 3218866  
Principal Place of  
Business of Debtor 2: Two Allen Center, 1200 Smith Street, Suite 2400  
Houston, TX 77002

Name of Debtor 3: HEDV LaFemme, LLC  
Address of Debtor: Two Allen Center, 1200 Smith Street, Suite 2400  
Houston, TX 77002  
State of Formation/Location: Texas  
Organizational ID Number: 802321939  
Principal Place of  
Business of Debtor 3: Two Allen Center, 1200 Smith Street, Suite 2400  
Houston, TX 77002

Name of Debtor 4: HEDV Gala, LLC  
Address of Debtor: Two Allen Center, 1200 Smith Street, Suite 2400  
Houston, TX 77002  
State of Formation/Location: Texas  
Organizational ID Number: 805475709  
Principal Place of  
Business of Debtor 4: Two Allen Center, 1200 Smith Street, Suite 2400  
Houston, TX 77002

Name of Secured Party: Capital One, National Association,  
as Mortgagee and Administrative Agent  
Address of Secured  
Party: 800 Capitol Street, Suite 3400  
Houston, TX 77002  
Attention: Christopher Kuna  
Email: christopher.kuna@capitalone.com

Owners of Record of  
Real Property: HEQ II Royalties, LLC,  
HEQ II Campo, LLC,  
HEDV LaFemme, LLC and  
HEDV Gala, LLC

Section 6.13. Exculpation Provisions. EACH OF THE PARTIES HERETO

SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS MORTGAGE; AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS MORTGAGE; THAT IT HAS IN FACT READ THIS MORTGAGE AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS MORTGAGE; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS MORTGAGE; AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS MORTGAGE; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS MORTGAGE MAY RESULT IN ONE OR MORE PARTIES ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING ONE OR MORE OTHER PARTIES OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS MORTGAGE ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

Section 6.14. [Reserved].

Section 6.15. References. The words "herein," "hereof," "hereunder" and other words of similar import when used in this Mortgage refer to this Mortgage as a whole, and not to any particular article, section or subsection. Any reference herein to a Section shall be deemed to refer to the applicable Section of this Mortgage unless otherwise stated herein. Any reference herein to an exhibit or schedule shall be deemed to refer to the applicable exhibit or schedule attached hereto unless otherwise stated herein.

Section 6.16. Entire Agreement. THIS MORTGAGE AND THE OTHER SECURED TRANSACTION DOCUMENTS EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE MORTGAGORS AND THE MORTGAGEE RELATING TO THE COLLATERAL AND SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS BETWEEN THE MORTGAGORS AND THE MORTGAGEE RELATING TO THE COLLATERAL.

## **ARTICLE VII STATE SPECIFIC PROVISIONS**

Section 7.01. State Specific Provisions Generally. The state specific provisions detailed in this Article VII apply to (a) Mortgaged Property located in that state and (b) UCC Collateral subject to the applicable law of that state. In the event of any inconsistencies between the terms and conditions of this Article VII and the other terms and conditions of this Mortgage, the terms and conditions of this Article VII shall control and be binding.

Section 7.02. Special Louisiana Provisions.

(a) Maximum Amount. Insofar as any portion of the Mortgaged Property is situated in within the State of Louisiana is concerned, or to the extent any portion of the Mortgaged Property is situated within the offshore area adjacent to the State of Louisiana over which the



United States of America asserts jurisdiction and to which the laws of the State of Louisiana would be applicable under the OCSLA, this Mortgage is made and granted pursuant to the provisions of, and shall be entitled to the continuing preference and priority provided by, Article 3298 of the Louisiana Civil Code, and shall apply to and secure the payment and performance of past, present and future obligations as said term is defined in the Credit Agreement and the maximum principal amount of the indebtedness that may be outstanding at any time and from time to time that this Mortgage secures is fixed at One Billion and 00/100 United States Dollars (US \$1,000,000,000).

(b) Appearance Clause. Be it known that, on this 4th day of November, 2024, in the State and County/Parish referenced on each Mortgagor's signature page below, and in the presence of the undersigned competent witnesses and the undersigned notary public, personally came and appeared each Mortgagor, appearing herein through its duly authorized Responsible Officer, for purposes of entering into 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.

(c) Multiple Indebtedness Mortgage. This Mortgage secures the prompt payment and performance of the Secured Obligations whether presently existing, now arising or incurred hereafter by the Mortgagors or the Guarantors, and each Mortgagor acknowledges and agrees that this Mortgage may secure Secured Obligations that have been or will be borrowed, repaid and re-borrowed from time to time, one or more times, and that this Mortgage will be effective as to all future advances as of the date of execution and recordation hereof, it being intended that this Mortgage be a mortgage to secure present and future obligations to the fullest extent permitted by La. Civ. Code art. 3298. Each Mortgagor specifically contemplates that the Credit Agreement, the other Loan Documents and the Loans may be renewed, supplemented, amended and restated, and substituted for, from time to time, and any such renewed, supplemented, amended and restated, or substituted obligations shall remain Secured Obligations secured by this Mortgage.

(d) Executory Process. Cumulative of the provisions provided in Section 5.02 of this Mortgage (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 created hereby), the 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 Mortgaged Property.

(e) Keeper. The Mortgagee shall have the right to appoint a keeper of the Mortgaged Property pursuant to the terms and provisions of La. R.S. 9:5131 et seq. and 9:5136 et seq.

(f) Confession of Judgment. For purposes of executory process each Mortgagor acknowledges the Secured Obligations, whether now existing or to arise hereafter, and confesses judgment thereon up to the full amount up to, but not exceeding, the maximum amount referenced in clause 7.02(a) above, if not paid when due. Upon the occurrence of an Event of Default and any time thereafter so long as the same shall be continuing, and in addition to all other rights and remedies granted the Mortgagee hereunder, it shall be lawful for and each Mortgagor hereby authorizes the Mortgagee without making a demand or putting such Mortgagor in default, a putting in default being expressly waived, to cause all and singular the Mortgaged Property to be seized and sold after due process of law, the Mortgagors waiving the benefit of any and all laws or parts

of laws relative to appraisal of Mortgaged Property seized and sold under executory process or other legal process (including under writ of fieri facias issued in execution of an ordinary judgment obtained upon the Secured Obligations), and consenting that the Mortgaged Property be sold without appraisal, either in its entirety or in lots or parcels, as the Mortgagee may determine, to the highest bidder for cash or on such other terms as the plaintiff in such proceedings may direct. The Mortgagee shall be granted all rights and remedies granted it hereunder as well as all rights and remedies granted to Mortgagee under Louisiana law including the Applicable UCC then in effect in Louisiana.

(g) Waivers. Each Mortgagor hereby waives all and every appraisal of the Mortgaged Property and waives and renounces the benefit of appraisal and the benefit of all laws relative to the appraisal of the Mortgaged Property seized and sold under executory or other legal process. Accordingly, each such Mortgagor agrees to waive, and do hereby specifically 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) The three (3) days delay provided for in articles 2331 and 2722 of the Louisiana Code of Civil Procedure;

(iii) The notice of seizure provided by articles 2293 and 2721 of the Louisiana Code of Civil Procedure;

(iv) The benefit of the other provisions in articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and

(v) All pleas of division and discussion with respect to the Secured Obligations.

In the event Mortgagee elects, at its option, to enter suit via ordinaria on the Secured Obligations, in addition to the foregoing confession of judgment, each Mortgagor hereby waives citation, other legal process and legal delays and hereby consents that judgment for the unpaid principal due on the Secured Obligations, together with interest, attorneys' fees, costs and other charges that may be due on the Secured Obligations, be rendered and signed immediately.

(h) Deficiency Judgment. In the event the proceeds of a foreclosure sale of the Mortgaged Property are insufficient to pay the full amount of the Secured Obligations, including all costs and expenses of foreclosure, Mortgagee shall be entitled to a deficiency judgment against Mortgagor and any other person(s) indebted to Mortgagee and/or the Lenders and/or their Affiliates with respect to the Secured Obligations.

(i) Mortgage under Louisiana Mineral Code. This Mortgage constitutes a mortgage of mineral rights pursuant to La. R.S. 31:203.

(j) Insurance Proceeds for Mortgaged Property. With respect to the proceeds attributable to the insurance loss of all or any part of the Mortgaged Property, this Mortgage is a collateral assignment thereof pursuant to La. R.S. § 9:5386 *et seq.*, whether such proceeds or any of them now exist or arise in the future. The collateral assignment herein made of the aforesaid

proceeds will not be construed as imposing upon Mortgagee any obligations with respect thereto unless and until Mortgagee becomes the absolute owner thereof and the applicable Mortgagor(s) has been wholly dispossessed thereof.

(k) Notary Public. The parties relieve and release the undersigned notary public of any duty to produce and attach mortgage or conveyance certificates.

(l) No Paraph. Each Mortgagor acknowledges that no promissory note or other instrument has been presented to the undersigned Notary Public(s) to be paraphed for identification herewith.

(m) Acceptance. The acceptance of this Mortgage by Mortgagee and the consent by Mortgagee to the terms and conditions of this Mortgage is presumed and, under the provisions of Louisiana Civil Code art. 3289, Mortgagee has not been required to sign this Mortgage.

(n) Financing Statement; Fixture Filing. This Mortgage attached to a UCC-1 financing statement shall be effective as a financing statement filed as a fixture filing with respect to all Fixtures included within the Mortgaged Property and is to be filed or filed for record in the Applicable UCC records of the State of Louisiana or other appropriate records of each jurisdiction where any part of the Mortgaged Property (including said Fixtures) is situated and, to the extent such Mortgaged Property is situated within the offshore area over which the United States of America asserts jurisdiction, each jurisdiction adjacent to where the Mortgaged Property is situated. This Mortgage attached to a UCC-1 financing statement shall also be effective as a financing statement covering As-Extracted Collateral (including oil and gas and all other substances of value which may be extracted from the ground) and accounts financed at the wellhead or minehead of wells or mines located on the properties subject to the Applicable UCC and is to be filed for record in the Applicable UCC records of the State of Louisiana or other appropriate records of each jurisdiction where any part of the Mortgaged Property is situated and, to the extent such Mortgaged Property is situated within the offshore area over which the United States of America asserts jurisdiction, each jurisdiction adjacent to where the Mortgaged Property is situated.

(p) Authentic Evidence. Any and all declarations of fact made by authentic act before a notary public in the presence of two (2) witnesses by any person or persons declaring that such facts lie within his or her knowledge shall constitute authentic evidence of such facts for purposes of executory process.

(q) Taxpayer Identification Number. The last four digits each Mortgagor's federal tax identification number are accurately set out in this Mortgage.

(r) Certain Louisiana References. With respect to Mortgaged Property located in the State of Louisiana or offshore adjacent to the State of Louisiana: i) each reference herein to a "lien" will include a reference to a "privilege," "mortgage," "collateral assignment," "pledge," and/or "security interest," as appropriate; ii) each reference herein to an "easement" or "easements" will include a reference to a "servitude" and "servitudes;" iii) the terms "real property," and "real estate" will include "immovable property" as that term is used in the Louisiana Civil Code; iv) the term "county" will include "parish;" v) the term "personal property" will include "movable

property” as that term is used in the Louisiana Civil Code; vi) the term “intangible” will mean “incorporeal” as that term is used in the Louisiana Civil Code; vii) the term “fixtures” will include “component parts;” viii) reference to “receiver” shall be deemed to be a keeper appointed by the Mortgagee as provided herein; ix) the term “fee estate” or “fee simple title” will mean “full ownership interest” as that term is used in the Louisiana Civil Code; x) the term “condemnation” will include “expropriation” as that term is used in Louisiana law; xi) the term “conveyance in lieu of foreclosure” or “action in lieu thereof” will mean “giving in payment” as that term is used in the Louisiana Civil Code and “dation en paiement;” and xii) the term “joint and several” will mean “solidary” as that term is used in the Louisiana Civil Code.

(s) Security Rights. It is the intention of this Mortgage to grant a mortgage, a collateral assignment, and a security interest to Mortgagee for the benefit of itself and the other Secured Parties, and all language purporting to convey legal or beneficial title to any part of the Property shall constitute a conveyance only to the extent permitted by Louisiana law, and shall otherwise be interpreted as a grant of mortgage lien, collateral assignment, and security interest in accordance with Louisiana Civil Code Articles 3288 and 3298, Louisiana Revised Statute 9:5386, the Applicable UCC of the State of Louisiana, and other laws of Louisiana relating to mortgages, collateral assignments, and security interests.

Section 7.03. Special Mississippi Provisions.

(a) Waiver of Acreage Limitations. Each Mortgagor waives the provisions of Section 111 of the Constitution of the state of Mississippi and Section 89-1-55 of the Miss. Code of 1972, as far as such provisions restrict the right of the Mortgagee to offer at sale more than 160 acres at a time, and the Mortgagee may offer the Mortgaged Property herein conveyed as a whole, regardless of how it is described.

(b) Method of Sale. The Mortgagee has the option to sell the Mortgaged Property to satisfy the Obligations at public outcry to the highest bidder for cash on such other terms as the Mortgagee may elect. The sale of the Mortgaged Property shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county where the Mortgaged Property is situated, or if none is so published, then in some newspaper having a general circulation therein, by posting notice of sale for the same time at the courthouse of the same county, and by delivery of notice to such Mortgagor as provided herein. The notice and advertisement shall disclose the names of the original Mortgagor of the applicable Mortgaged Property.

[SIGNATURES BEGIN NEXT PAGE]



Mississippi Acknowledgment

STATE OF Texas

COUNTY OF Harris

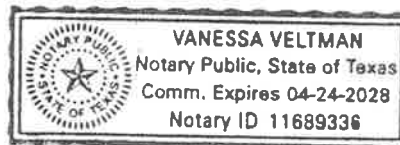
Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of November, 2024, within my jurisdiction, the within named Ronald E. Neal, who acknowledged to me that he is the duly authorized President and Chief Executive Officer of HEQ II Royalties, LLC, and that in said representative capacity he executed the above and foregoing Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement, after first having been duly authorized to do so.

Given under my hand and official seal, this 4th day of November, 2024.

Vanessa Y. Velton  
NOTARY PUBLIC

My Commission Expires: 4-24-2028

Seal:





Mississippi Acknowledgment

STATE OF Texas

COUNTY OF Harris

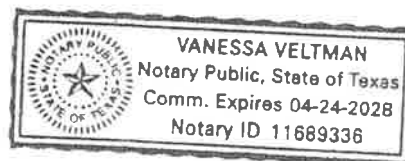
Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of November, 2024, within my jurisdiction, the within named Ronald E. Neal, who acknowledged to me that he is the duly authorized President and Chief Executive Officer of HEQ II Campo, LLC, and that in said representative capacity he executed the above and foregoing Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement, after first having been duly authorized to do so.

Given under my hand and official seal, this 4th day of November, 2024.

Vanessa V. Velton  
NOTARY PUBLIC

My Commission Expires: 4-24-2028

Seal:



[Signature Page to Mortgage]





Mississippi Acknowledgment

STATE OF Texas

COUNTY OF Harris

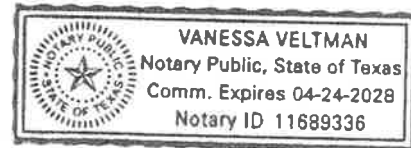
Personally appeared before me, the undersigned authority in and for the said county and state, on this 4<sup>th</sup> day of November, 2024, within my jurisdiction, the within named Ronald E. Neal, who acknowledged to me that he is the duly authorized President and Chief Executive Officer of HEDV LaFemme, LLC, and that in said representative capacity he executed the above and foregoing Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement, after first having been duly authorized to do so.

Given under my hand and official seal, this 4<sup>th</sup> day of November, 2024.

Vanessa V. Velzman  
NOTARY PUBLIC

My Commission Expires: 4-24-2028

Seal:



[Signature Page to Mortgage]



Mississippi Acknowledgment

STATE OF Texas

COUNTY OF Harris

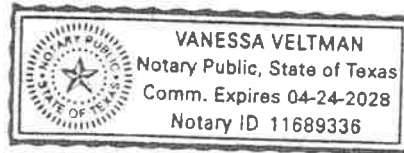
Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of November, 2024, within my jurisdiction, the within named Ronald E. Neal, who acknowledged to me that he is the duly authorized President and Chief Executive Officer of HEDV Gala, LLC, and that in said representative capacity he executed the above and foregoing Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement, after first having been duly authorized to do so.

Given under my hand and official seal, this 4th day of November, 2024.

Vanessa V. Veltnan  
NOTARY PUBLIC

My Commission Expires: 4-24-28

Seal:



[Signature Page to Mortgage]

EXHIBIT A

to

MORTGAGE,  
ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT,  
FIXTURE FILING AND FINANCING STATEMENT

Introduction

The capitalized terms used but not defined in this Exhibit A are used as defined in the Mortgage. For purposes of this Exhibit A certain capitalized terms not defined in the Mortgage are as follows:

“Well” means (i) any existing well identified in Exhibit A, including any replacement well drilled in lieu thereof from which crude oil, natural gas or other Hydrocarbons are now or hereafter produced and (ii) any well at any time producing or capable of producing Hydrocarbons attributable to the Hydrocarbon Interests as defined above, including any well which has been shut-in, has temporarily ceased production or on which workover, reworking, plugging and abandonment or other operations are being conducted or planned.

All references contained in this Exhibit A to the Oil and Gas Properties are intended to include references to (i) the volume or book and page, file, entry or instrument number of the appropriate records of the particular county and/or parish in the State of Louisiana where each such lease or other instrument is recorded and (ii) all valid and existing amendments to such lease or other instrument of record in such county and/or parish records regardless of whether such amendments are expressly described herein. A special reference is here made to each such lease or other instrument and the record thereof for a more particular description of the property and interests sought to be affected by the Mortgage and for all other purposes.

For recording purposes, in regard to each parish portion to this Exhibit A, this Introduction may be attached to an original executed copy of the Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement to be separately filed of record in each parish.

EXHIBIT A

Prospect Name	Area	Block	HEQ Entity (and Current Mortgagor)	OCS Lease Description	Lease Date	Parish	State	Lease Recordation
Glider	Green Canyon	248	HEQ II Royalties, LLC	OCS-G 15565  Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, designated with Serial Number OCS-G 15565, effective as of September 1, 1995, from the United States of America, as Lessor, in favor of Shell Offshore Inc., as Lessee, covering all of Block 248, Green Canyon, OCS Official Protraction Diagram, NG 15-3, containing approximately 5,760.00 acres.	9/1/1995	Terrebonne	LA	#1523742, COB 2485, Page 707
Mad Dog	Green Canyon	825	HEQ II Royalties, LLC	OCS-G 9981  Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, designated with Serial Number OCS-G 9981, effective as of May 1, 1988, from the United States of America, as Lessor, in favor of Shell Offshore Inc., as Lessee, covering all of Block 825, Green Canyon, OCS Official Protraction Diagram, NG 15-3 containing approximately 5,760.00 acres.	5/1/1988	Lafourche	LA	#1376993, COB 2303, Page 613,
Mad Dog	Green Canyon	826	HEQ II Royalties, LLC	OCS-G 9982  Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, designated with Serial Number OCS-G 9982, effective as of May 1, 1988, from the United States of America, as Lessor, in favor of Shell Offshore Inc., as Lessee, covering all of Block 826, Green Canyon, OCS Official Protraction Diagram, NG 15-3, containing approximately 5,760.00 acres.	5/1/1988	Lafourche	LA	#1377007, COB 2303, Page 644
Mad Dog	Green Canyon	782	HEQ II Royalties, LLC	OCS-G 15610  Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, designated with Serial Number OCS-G 15610, effective as of July 1, 1995, from the United States of America, as Lessor, in favor of BHP Petroleum (Americas) Inc. and BP Exploration & Oil Inc., as Lessees, covering all of Block 782, Green	7/1/1995	Lafourche	LA	#1376992, COB 2303, Page 589

				Canyon, OCS Official Protraction Diagram, NG 15-3, containing approximately 5,760.00 acres.				
Mad Dog	Green Canyon	781	HEQ II Royalties, LLC	OCS-G 15609  Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, designated with Serial Number OCS-G 15609, effective as of July 1, 1995, from the United States of America, as Lessor, in favor of BHP Petroleum (Americas) Inc. and BP Exploration & Oil Inc., as Lessees, covering All of Block 781, Green Canyon, OCS Official Protraction Diagram, NG 15-3, containing approximately 5,760.00 acres.	7/1/1995	Lafourche	LA	#1377018, COB 2303, Page 687
Katmai	Green Canyon	39	HEQ II Royalties, LLC	OCS-G 34966  Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, designated with Serial Number OCS-G 34966, effective as of September 1, 2013, from the United States of America, as Lessor, in favor of Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, and LLOG Bluewater Holdings, L.L.C., as Lessees, initially covering All of Block 39, Green Canyon, OCS Official Protraction Diagram, NG 15-3, containing approximately 5,760.00 acres, and as amended effective July 7, 2018, subsequently covering only the NE1/4NE1/4; N1/2SE1/4NE1/4 of Block 39, Green Canyon, as shown on OCS Official Protraction Diagram, NG15-03.	9/1/2013	Plaquemines	LA	#2013-00003730, COB 1300, Page 613
Katmai	Green Canyon	40	HEQ II Royalties, LLC	OCS-G 34536  Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, designated with Serial Number OCS-G 34536, effective as of November 1, 2012, from the United States of America, as Lessor, in favor of Noble Energy, Inc., as Lessee, covering All of Block 40, Green Canyon, OCS Official Protraction Diagram, NG 15-3, containing approximately 5,760.00 acres.	11/1/2012	Jefferson, Lafourche and Plaquemines	LA	#12442960, COB 3504, Page 704 (Jefferson)  #1379169 (Lafourche)  #2024-00004116, COB 1483, Page 65 (Plaquemines)  Recordation information pertains to Assignment of Overriding Royalty Interest in Oil and Gas Leases effective October 1, 2024 from TGS-

								NOPEC Geophysical Company, as Assignor to HEQ II Royalties, LLC, as Assignee.
Katmai	Ewing Bank	1009	HEQ II Royalties, LLC	OCS-G 34878  Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, designated with Serial Number OCS-G 34878, effective as of August 1, 2013, from the United States of America, as Lessor, in favor of Statoil Gulf of Mexico LLC, as Lessee, covering All of Block 1009, Ewing Bank, OCS Official Protraction Diagram, NH15-12, containing approximately 5,760.00 acres.	8/1/2013	Jefferson, Lafourche and Plaquemines	LA	#12442960, COB 3504, Page 704 (Jefferson)  #1379169 (Lafourche)  #2024-00004116, COB 1483, Page 65 (Plaquemines)  Recordation information pertains to Assignment of Overriding Royalty Interest in Oil and Gas Leases effective October 1, 2024 from TGS-NOPEC Geophysical Company, as Assignor to HEQ II Royalties, LLC, as Assignee.
Katmai	Ewing Bank	1010	HEQ II Royalties, LLC	OCS-G 34879  Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, designated with Serial Number OCS-G 34879, effective as of August 1, 2013, from the United States of America, as Lessor, in favor of Statoil Gulf of Mexico LLC, as Lessee, covering All of Block 1010, Ewing Bank, OCS Official Protraction Diagram, NH15-12, containing approximately 5,760.00 acres.	8/1/2013	Jefferson, Lafourche and Plaquemines	LA	#12442960, COB 3504, Page 704 (Jefferson)  #1379169 (Lafourche)  #2024-00004116, COB 1483, Page 65 (Plaquemines)  Recordation information pertains to Assignment of Overriding Royalty Interest in Oil and Gas Leases effective October 1, 2024 from TGS-NOPEC Geophysical Company, as Assignor to HEQ II Royalties, LLC, as Assignee.
Llano	Garden Banks	385	HEQ II Campo, LLC	OCS-G 17358  Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, designated with Serial Number OCS-G 17358	11/1/1996	Vermilion	LA	#2024005654



				effective as of November 1, 1996, from the United States of America, as Lessor, in favor of Enserch Exploration, Inc., as Lessee, covering all of Block 385, Garden Banks, OCS Official Protraction Diagram, NG 15-2, containing approximately 5,760.00 acres.				
Llano	Garden Banks	386	HEQ II Campo, LLC	OCS-G 10350  Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, designated with Serial Number OCS-G 10350 effective as of October 1, 1988, from the United States of America, as Lessor, in favor of Exxon Corporation and EP Operating Company, as Lessees, covering all of Block 386, Garden Banks, OCS Official Protraction Diagram, NG 15-2, containing approximately 5,760.00 acres.	10/1/1988	Iberia and Vermilion	LA	#97-03619, COB 1136, Folio 528 (Iberia)  #9705657 (Vermilion)
LaFemme	Mississippi Canyon	427	HEDV LaFemme, LLC	OCS-G 31498  Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, designated with Serial Number OCS-G 31498 effective as of February 1, 2008, from the United States of America, as Lessor, in favor of Stone Energy Corporation, as Lessee, covering all of Block 427, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760.00 acres.	2/1/2008	Plaquemines	LA	#2008-00002517, COB 1181, Page 163
SOB II	Mississippi Canyon	431	HEDV Gala, LLC	OCS-G 22877  Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, designated with Serial Number OCS-G 22877 effective as of June 1, 2001, from the United States of America, as Lessor, in favor of Conoco Inc., as Lessee, covering all of Block 431, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760.00 acres.	6/1/2001	Plaquemines	LA	#2010-00004234, COB 1233, Page 385