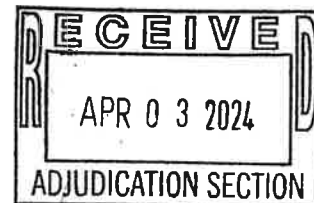


SIMPSON THACHER & BARTLETT LLP

600 TRAVIS ST., STE 5400
HOUSTON, TX 77002



DIRECT DIAL NUMBER
(713) 821-5637

April 2, 2024

Re: BOEM Category 3, Non-Required Filing

Document: UCC-1 Financing Statement

**Leases: OCS-G 36060, 36061, 36309, 35417, 35732,
35080, 35081, 35733, 36084**

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 Beacon Offshore Energy Exploration LLC and BOE Exploration & Production LLC, as Debtors and Citibank, N.A., as Secured Party, covering the referenced leases. Please have this document filed as a Category 3 UCC-1 non-required filing and return the duplicate copy to me with the stamped filing information.

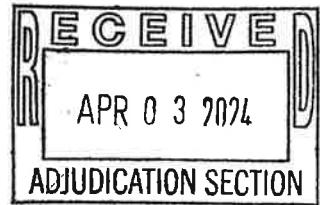
Also enclosed is the receipt of the online payment with pay.gov. Thank you and if you have any questions, please call me at 713-821-5637.

Best Regards,

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

Cameron Bettis
Landman

Enclosures



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
Beacon Offshore Energy Exploration LLC

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS

333 Clay Street, Suite 4200	CITY Houston	STATE TX	POSTAL CODE 77002	COUNTRY USA
------------------------------------	------------------------	--------------------	-----------------------------	-----------------------

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
BOE Exploration & Production LLC

OR

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS

333 Clay Street, Suite 4200	CITY Houston	STATE TX	POSTAL CODE 77002	COUNTRY USA
------------------------------------	------------------------	--------------------	-----------------------------	-----------------------

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
Citibank, N.A., as Collateral Agent

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS

1615 Brett Road, Building III	CITY New Castle	STATE DE	POSTAL CODE 19720	COUNTRY USA
--------------------------------------	---------------------------	--------------------	-----------------------------	-----------------------

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

All of Debtor's fixtures located on, and as-extracted collateral produced or attributable to, the mineral rights together with all other collateral described in the Multiple Indebtedness Mortgage, Assignment of As-Extracted Collateral, Security Agreement And Fixture Filing attached hereto as Exhibit A.

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:

Filed with: Lafourche Parish, Louisiana (017670.0175)

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 Beacon Offshore Energy Exploration LLC	
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	
OR	
10b. INDIVIDUAL'S SURNAME	
INDIVIDUAL'S FIRST PERSONAL NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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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
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input checked="" 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: <p style="font-size: 1.2em; font-weight: bold; margin-top: 10px;">See Exhibit A attached hereto and made a part hereof.</p>

17. MISCELLANEOUS:

**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF AS-EXTRACTED
COLLATERAL, SECURITY AGREEMENT AND FIXTURE FILING**

FROM

BEACON OFFSHORE ENERGY EXPLORATION LLC

and

BOE EXPLORATION & PRODUCTION LLC,

as Mortgagors

for the benefit of

CITIBANK, N.A.,

as Mortgagee and Collateral Agent

Dated as of March 29, 2024

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, AS-EXTRACTED COLLATERAL AND OTHER SUBSTANCES OF VALUE THAT MAY BE EXTRACTED FROM THE EARTH (INCLUDING WITHOUT LIMITATION OIL AND GAS) AND THE ACCOUNTS RELATING THERETO, WILL BE FINANCED AT THE WELLHEADS OF THE WELL OR WELLS LOCATED ON THE PROPERTIES DESCRIBED IN THE EXHIBIT A HERETO. A FINANCING STATEMENT WITH THIS INSTRUMENT ATTACHED IS TO BE FILED IN THE UCC RECORDS OF THE CLERK OF COURT FOR ANY PARISH IN LOUISIANA TO BE INDEXED IN THE CENTRAL UCC REGISTRY WITH THE LOUISIANA SECRETARY OF STATE. MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH INTEREST IS DESCRIBED IN THE EXHIBITS ATTACHED HERETO.

PORTIONS OF THE MORTGAGED PROPERTY ARE GOODS THAT ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LANDS DESCRIBED IN OR REFERRED TO IN THE EXHIBITS HERETO. A FINANCING STATEMENT WITH THIS INSTRUMENT ATTACHED IS TO BE FILED IN THE UCC RECORDS OF THE CLERK OF COURT FOR ANY PARISH IN LOUISIANA TO BE INDEXED IN THE CENTRAL UCC REGISTRY WITH THE LOUISIANA SECRETARY OF STATE. MORTGAGOR IS THE OWNER OF RECORD INTEREST IN THE REAL ESTATE CONCERNED. THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS.

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Exhibit A: Hydrocarbon Property

**MULTIPLE INDEBTEDNESS MORTGAGE. ASSIGNMENT OF AS-EXTRACTED
COLLATERAL, SECURITY AGREEMENT AND FIXTURE FILING**

This MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT AND FIXTURE FILING (the “Mortgage”) is entered into as of the effective time and date hereinafter stated (the “Effective Date”), by BEACON OFFSHORE ENERGY EXPLORATION LLC (“Exploration”), a Delaware limited liability company, BOE EXPLORATION & PRODUCTION LLC (“Production”, and together with Exploration, the “Mortgagors”) a Louisiana limited liability company, in favor of CITIBANK, N.A., as Mortgagee and Collateral Agent (“Mortgagee”).

RECITALS:

A. BEACON OFFSHORE ENERGY INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company (“Borrower”), Mortgagee, as collateral agent, the other agents listed therein and each lender from time to time party thereto (the “Lenders”), executed a Credit Agreement dated September 27, 2019 (such agreement, as may from time to time be amended or supplemented, the “Credit Agreement”), pursuant to which, upon the terms and conditions stated therein, the Lenders agreed to make loans and other extensions of credit to Borrower.

B. The Borrower, the other Loan Parties and their respective Restricted Subsidiaries and certain Hedge Banks (as defined in the Credit Agreement) have or may enter into Secured Hedge Agreements (as defined in the Credit Agreement).

C. The Borrower, the other Loan Parties and their respective Restricted Subsidiaries and certain Cash Management Banks (as defined in the Credit Agreement) have or may enter into Secured Cash Management Agreements (as defined in the Credit Agreement).

D. The Credit Agreement, each other Credit Document, the Secured Hedge Agreements and the Secured Cash Management Agreements are collectively referred to herein as the “Secured Transaction Documents”.

E. The Mortgagors, and each of the other signatories thereto, entered into that certain Guarantee Agreement, dated as of September 27, 2019 (such Guarantee Agreement, as may from time to time be amended or supplemented, the “Guarantee”) pursuant to which, upon terms and conditions stated therein, the Mortgagors have agreed to guarantee the Obligations under the Secured Transaction Documents.

F. Mortgagee and the Lenders have conditioned their obligations under the Credit Agreement upon the execution and delivery by Mortgagors of this Mortgage, and Mortgagors have agreed to enter into this Mortgage to secure their obligations under the Credit Agreement and the other Credit Documents.

G. Therefore, in order to comply with the terms and conditions of the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which, are hereby acknowledged, Mortgagors hereby agrees as follows:

ARTICLE I
GRANT OF LIEN AND INDEBTEDNESS SECURED

Section 1.01 Grant of Liens. To secure payment of the Indebtedness (as hereinafter defined) and the performance of the covenants and obligations herein contained, each Mortgagor does by these presents hereby MORTGAGE, ASSIGN, WARRANT and HYPOTHECATE, and grant a continuing security interest, to Mortgagee, the real (immovable) and personal (movable) property, rights, titles, interests and estates described in the following paragraphs (a) through (f) (collectively called the "Mortgaged Property"):

(a) All rights, titles, interests and estates now owned or hereafter acquired by such Mortgagor in and to all of the hereinafter described properties, rights and interests that are located in (or cover properties located within) the State of Louisiana, or which are located within (or cover property located within) the offshore area over which the United States of America asserts jurisdiction and to which the laws of the State of Louisiana are applicable with respect to this Mortgage and/or lien or security interests created hereby and are described on Exhibit A hereto (collectively called the "Hydrocarbon Property") or which Hydrocarbon Property is otherwise referred to herein, and specifically, but without limitation, the undivided interests of such Mortgagor that are more particularly described on attached Exhibit A.

(b) All rights, titles, interests and estates now owned or hereafter acquired by such Mortgagor in and to (i) the properties now or hereafter pooled or unitized with the Hydrocarbon Property; (ii) all presently existing or future unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of any Federal, State or other governmental body or agency having jurisdiction and any units created solely among working interest owners pursuant to operating agreements or otherwise) that may affect all or any portion of the Hydrocarbon Property including, without limitation, those units that may be described or referred to on attached Exhibit A; (iii) all operating agreements, production sales or other contracts, farmout agreements, farm-in agreements, area of mutual interest agreements, equipment leases and other agreements described or referred to in this Mortgage or that relate to any of the Hydrocarbon Property or interests in the Hydrocarbon Property described or referred to herein or on attached Exhibit A or to the production, sale, purchase, exchange, processing, handling, storage, transporting or marketing of the Hydrocarbons (as hereinafter defined) from or attributable to such Hydrocarbon Property or interests; (iv) all geological, geophysical, engineering, accounting, title, legal and other technical or business data concerning the Mortgaged Property or the Hydrocarbons that are in the possession of such Mortgagor and in that such Mortgagor can grant a security interest without violating any restrictions on assignment therein, and all books, files, records, magnetic media, computer records and other forms of recording or obtaining access to such data; and (v) the Hydrocarbon Property described on attached Exhibit A and covered by this Mortgage even though such Mortgagor's interests therein be incorrectly described or a description of a part or all of such Hydrocarbon Property or such Mortgagor's interests therein be omitted; it being intended by each Mortgagor and Mortgagee herein to cover and affect hereby all interests that such Mortgagor may now own or may hereafter acquire in and to the Hydrocarbon Property notwithstanding that the interests as specified on Exhibit A may be limited to particular lands, specified depths or particular types of property interests.

Mortgagor in and to all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom and all other minerals (collectively called the "Hydrocarbons") that may be produced and saved from or attributable to the Hydrocarbon Property, the lands pooled or unitized therewith and such Mortgagor's interests therein, including all saleable oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to the Hydrocarbon Property, the lands pooled or unitized therewith and such Mortgagor's interests therein that are subjected or required to be subjected to the liens and security interests of this Mortgage.

(d) All tenements, hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the Hydrocarbon Property, rights, titles, interests and estates described or referred to in paragraphs (a) and (b) above, that are now owned or that may hereafter be acquired by such Mortgagor, including, without limitation, any and all property, real (immovable) or personal (movable), 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 Property or the lands pooled or unitized therewith including any and all oil wells, gas wells, injection wells or other wells, structures, field separators, liquid extraction plants, plant compressors, pumps, pumping units, pipelines, sales and flow lines, gathering systems, field gathering systems, salt water disposal facilities, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, 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 properties.

(e) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by such Mortgagor in and to the Hydrocarbon Property rights, titles, interests and estates and every part and parcel thereof, including, without limitation, the Hydrocarbon Property 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 (as hereinafter defined in Section 3.01) to which any of the Hydrocarbon Property rights, titles, interests or estates are subject, or otherwise; all rights of such Mortgagor to liens and security interests securing payment of proceeds from the sale of production from the Mortgaged Property; together with any and all renewals and extensions of any of the Hydrocarbon Property 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 Hydrocarbon Property rights, titles, interests or estates.

(f) All present and future As-extracted Collateral, Accounts, Equipment, Inventory, contract rights, General Intangibles, Chattel Paper, Documents, Instruments, Fixtures, cash and noncash Proceeds and other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds (assigned herein as provided in Louisiana Revised Statutes 9:5386) or unearned insurance premiums payable with respect to, or proceeds payable by virtue of warranty or other claims against manufacturers of, or claims against any other person or entity with respect to, all or any part of the Hydrocarbons or the Mortgaged Property.

(g) All other property of every kind and character that any Mortgagor has or at any time hereafter acquires, whether real (immoveable) or personal (moveable) property, tangible (corporeal) or intangible (incorporeal), or mixed, all other interests of every kind and character that such Mortgagor has or at any time hereafter acquires in and to the types and items of property and interests described in Section 1.01(a) through (e) preceding, all property that is used or useful in connection with the Mortgaged Property or otherwise, and the proceeds and products of all of the foregoing, whether now owned or hereafter acquired, including, without limitation:

(i) All present and future personal property;

(ii) All present and future increases, profits, combinations, reclassifications, improvements and products of, accessions, attachments and other additions to, tools, parts and equipment used in connection with, and substitutes and replacements for, all or any part of the Mortgaged Property described in this or any other clause of this Section 1.01(f); and

(iii) All present and future security for the payment to any Mortgagor of any of the Mortgaged Property and goods that gave or will give rise to any of such Mortgaged Property or are evidenced, identified, or represented therein or thereby.

Any fractions or percentages specified on attached Exhibit A in referring to any Mortgagor's interests are solely for purposes of the warranties made by the Mortgagors pursuant to Sections 3.01 and 3.05 hereof and shall in no manner limit the quantum of interest affected by this Section 1.01 with respect to any Hydrocarbon Property or with respect to any unit or well identified on said Exhibit A.

AND, without limiting any of the other provisions of this Mortgage, to further secure the payment of the Indebtedness, as hereinafter defined, and the performance of the covenants and obligations contained herein, Mortgagor hereby grants to Mortgagee, as secured party, a security interest in and to the Mortgaged Property to the extent such Mortgaged Property is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions, including, without limitation, all present and future As-extracted Collateral, Accounts, Equipment, Inventory, contract rights, General Intangibles, Chattel Paper, Documents, Instruments, Fixtures, cash and noncash Proceeds and other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds (assigned herein as provided in Louisiana Revised Statutes 9:5386) or unearned insurance premiums payable with respect to, or proceeds payable by virtue of warranty or other claims against manufacturers of, or claims against any other person or entity with respect to, all or any part of the Hydrocarbons or the Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee and to its successors and assigns forever to secure the payment of the Indebtedness (hereinafter defined) and to secure the performance of the covenants, agreements, and obligations of Mortgagors herein contained.

Section 1.02 Indebtedness Secured. This Mortgage is executed and delivered by Mortgagors to secure and enforce the following (the "Indebtedness"):

(a) all indebtedness, obligations and liabilities, whether now in existence or hereafter arising, whether by acceleration or otherwise, of Borrower or any other Credit Party arising out of or under the Credit Agreement executed by Borrower and payable to the Lenders, and all other notes given in substitution for the foregoing promissory notes, or in modification, renewal, rearrangement or extension thereof, in whole or in part (such promissory notes, as from time to time supplemented, amended or modified and all other notes given in substitution therefor or in modification, renewal, rearrangement or extension thereof, in whole or in part, being hereafter collectively called the "Loans"), and with interest, collection and attorneys' fees, all as provided therein.

(b) all indebtedness, obligations and liabilities, whether now in existence or hereafter arising, whether by acceleration or otherwise, of Mortgagor or any Secured Party arising out of or under (i) the Collateral Agreement executed by the Mortgagors and the other parties thereto or (ii) the Guarantee executed by Mortgagors and the other parties thereto;

(c) all indebtedness, obligations and liabilities, whether now in existence or hereafter arising, whether by acceleration or otherwise, in respect of Letters of Credit issued pursuant to the Credit Agreement and all reimbursement obligations in respect thereof.

(d) all additional loans or advances made by the Lenders to or for the benefit of Borrower pursuant to the Credit Agreement or any other Credit Document (it being contemplated that the Lenders may lend additional sums to Borrower pursuant to the Credit Agreement from time to time, but shall not be obligated to do so, and Mortgagors agree that any such additional loans shall be secured by this Mortgage).

(e) payment of and performance of any and all present or future obligations of Borrower or any other Credit Party according to the terms of any Secured Hedge Agreement or any Secured Cash Management Agreement.

(f) any sums that may be advanced or paid by Mortgagee or the Lenders under the terms hereof or of the Credit Agreement or any other Credit Document on account of the failure of any Mortgagor to comply with the covenants of Mortgagors contained herein, or the failure of any Mortgagor to comply with the covenants of Mortgagors or any other obligor contained in the Credit Agreement or any other Credit Document; and all other indebtedness of Mortgagors arising pursuant to the provisions of this Mortgage, including penalties, indemnities, legal and other fees, charges and expenses, and amounts advanced by and expenses incurred in order to preserve any collateral or security interest, whether due after acceleration or otherwise.

(g) all interest (including, without limitation, interest accruing at any post-default rate and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) in respect of all of the Indebtedness described in this Section 1.02 and all costs of collection and attorneys' fees, all as provided herein and in the other Credit Documents.

Notwithstanding the foregoing, Excluded Swap Obligations shall not be Indebtedness of any Mortgagor if it is not a Qualified ECP Guarantor.

Section 1.03 Fixture Filing, As-extracted Collateral, Etc. Without in any manner limiting the generality of any of the other provisions of this Mortgage: (i) 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 the attached Exhibit A; (ii) the security interests created hereby under applicable provisions of the Louisiana Uniform Commercial Code will attach to as-extracted collateral, including the Hydrocarbons (minerals including oil and gas) or the accounts resulting from the sale thereof at the wellhead or minehead located on the land described or to which reference is made herein; (iii) this Mortgage may be filed of record in the Uniform Commercial Code records of any Louisiana parish as a fixture filing as provided in Section 5.11 hereinbelow; and (iv) Mortgagors are the record owners of the immovable property or interests in the immovable property comprised of the Mortgaged Property.

Section 1.04 Pro Rata Benefit. This Mortgage is executed and granted for the pro rata benefit and security of Lenders, any Person secured hereby, including without limitation the Hedge Banks, and any and all future holders of an interest in the Indebtedness and the interest thereon for so long as same remains unpaid and thereafter for so long as any Lender or any Person secured hereby (or any Lender Affiliate) has any obligations under the Credit Agreement to lend money in favor of Borrower.

Section 1.05 Defined Terms. Any capitalized term used in this Mortgage and not defined in this Mortgage shall have the meaning assigned to such term in the Credit Agreement and any capitalized or uncapitalized terms that are defined in the Uniform Commercial Code on the date hereof shall have the meaning assigned thereto.

Section 1.06 Multiple Indebtedness Mortgage/Maximum Amount. Insofar as any portion of the Mortgaged Property situated in or offshore the State of Louisiana is concerned, or as to which the laws of the State of Louisiana would be applicable, 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 CREDIT AGREEMENT AND THE MAXIMUM 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 FIVE HUNDRED MILLION AND 00/100 DOLLARS (US \$1,500,000,000.00)

ARTICLE II

ASSIGNMENT OF AS-EXTRACTED COLLATERAL

Section 2.01 Assignment. Each Mortgagor has absolutely and unconditionally granted, assigned, transferred and conveyed, and does hereby absolutely and unconditionally grant, assign, transfer and convey unto Mortgagee, for its benefit and the benefit of Lenders, any Person secured hereby and other holders of the Indebtedness, all of the as-extracted collateral relating to the Hydrocarbons and all products obtained or processed therefrom, and the revenues and proceeds now and hereafter attributable to the Hydrocarbons and said products and all payments in lieu or the Hydrocarbons such as “take or pay” payments or settlements. If an Event of Default has occurred and is continuing, 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 Mortgagee, for its benefit and the benefit of Lenders and other holders of the Indebtedness; and all such revenues and proceeds shall be paid directly to Mortgagee, at Mortgagee's specified address in Section 5.11, with no duty or obligation of any party paying the same to inquire into the rights of Mortgagee to receive the same, what application is made thereof, or as to any other matter. 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 required or desired by Mortgagee or any party in order to have said proceeds and revenues so paid to Mortgagee. Mortgagee is fully authorized to receive and receipt for said revenues and proceeds; to endorse and cash any and all checks and drafts payable to the order of any Mortgagor or Mortgagee for the account of any Mortgagor received from or in connection with said revenues or proceeds and to hold the proceeds thereof in a bank account as additional collateral securing the Indebtedness; and to execute transfer and division orders in the name of such Mortgagor, or otherwise, with warranties binding such Mortgagor. All proceeds received by Mortgagee pursuant to this grant and assignment shall be applied as provided in Section 4.14. 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, Mortgagee shall have the right, at its election, in the name of the relevant Mortgagor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by Mortgagee in order to collect such funds and to protect the interests of Mortgagee and/or the relevant Mortgagor, with all costs, expenses and attorneys' fees incurred in connection therewith being paid by any Mortgagor. Each Mortgagor hereby appoints Mortgagee as its attorney-in-fact to pursue any and all rights of such Mortgagor to liens on and security interests in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons. In addition to the rights granted to Mortgagee in Section 1.01(g) of this Mortgage, each Mortgagor hereby further transfers and assigns to Mortgagee any and all such liens, security interests, financing statements or similar interests of such Mortgagor attributable to its interest in the Hydrocarbons and proceeds of runs therefrom arising under or created by said statutory provision, judicial decision or otherwise. The power of attorney granted to Mortgagee in this Section 2.01, being coupled with an interest, shall be irrevocable so long as the Indebtedness or any part thereof remains unpaid. Until such time as an Event of Default has occurred and is continuing, but subject to the provisions of the Credit Agreement, Mortgagee hereby grants to Mortgagors a license to sell, receive and receipt for proceeds from the sale of Hydrocarbons, which license shall automatically terminate upon the occurrence and continuation of such Event of Default and for so long as the same continues.

Section 2.02 No Modification of Payment Obligations. Nothing herein contained shall modify or otherwise alter the obligation of any Mortgagor to make prompt payment of all principal and interest owing on the Indebtedness when and as the same becomes due regardless of whether the proceeds of the 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 Indebtedness.

ARTICLE III **REPRESENTATIONS, WARRANTIES AND COVENANTS**

Each Mortgagor hereby represents, warrants and covenants as follows:

Section 3.01 Title. To the extent of the undivided interests specified on attached Exhibit A, each Mortgagor has good and defensible title to the Mortgaged Property. The Mortgaged Property is free of any and all Liens (as defined in the Credit Agreement) except Liens permitted to be placed on the Mortgaged Properties under Section 7.01 of the Credit Agreement (collectively, the “Permitted Encumbrances”).

Section 3.02 Defend Title. This Mortgage is, and always will be kept, a direct first lien and security interest upon the Mortgaged Property provided that certain Permitted Encumbrances as provided in the Credit Agreement may exist on the Mortgaged Property that have priority but no intent to subordinate the first priority of the Liens created hereby is intended or inferred to the extent no such priority otherwise exists, and no Mortgagor will 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 and security interest of this Mortgage upon the Mortgaged Property or any part thereof or upon the rents, issues, revenues, profits and other income therefrom except as permitted by the Credit Agreement. Each Mortgagor will warrant and defend the title to the Mortgaged Property against the claims and demands of all other persons whomsoever. Should an adverse claim be made against or a cloud develop upon the title to any part of the Mortgaged Property other than Permitted Encumbrances, each Mortgagor agrees it will immediately defend or cause such action to be taken against such adverse claim or take appropriate action to remove such cloud at such Mortgagor’s cost and expense, and each Mortgagor further agrees that Mortgagee may take such other action as it deems advisable to protect and preserve their interests in the Mortgaged Property, and in such event each Mortgagor will indemnify Mortgagee against any and all cost, attorney’s fees and other expenses that it may incur in defending against any such adverse claim or taking action to remove any such cloud.

Section 3.03 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 3.04 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 the Mortgaged Property 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 is required in connection with the execution and delivery by any Mortgagor of this Mortgage except to the extent the approval or consent of the Department of the Interior, United States of America or similar Governmental Authority, as the case may be, is required by applicable law or regulation to the transfer or assignment of an interest in any of the Mortgaged Property.

Section 3.05 Revenue and Cost Bearing Interest. Each Mortgagor’s ownership of the Hydrocarbon Property and the undivided interests therein as specified on attached Exhibit A will, after giving full effect to all Permitted Encumbrances, afford the relevant Mortgagor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or that is allocated to such Hydrocarbon Property specified as Net Revenue Interest (the “Net Revenue Interest”) on attached Exhibit A and will cause the relevant Mortgagor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as Working Interest on attached

Exhibit A, of the costs of drilling, developing and operating the wells identified on Exhibit A except to the extent of any proportionate corresponding increase in the Net Revenue Interest.

Section 3.06 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 Hydrocarbon Property have been duly paid or provided for, and all leases or subleases comprising a part of the Hydrocarbon Property are in full force and effect.

Section 3.07 Operation By Third Parties. All or portions of the Mortgaged Property may be comprised of interests in the Hydrocarbon Property that are other than working interests or that may be operated by a party or parties other than a Mortgagor and with respect to all or any such interests and properties as may be comprised of interests other than working interests or that may be operated by parties other than a Mortgagor, Mortgagors' covenants as expressed in this Article III are modified to require that the relevant Mortgagor use commercially reasonable efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such leases or properties, to the extent that it has the ability to cause the operator or operators to do so.

Section 3.08 Abandon, Sales. No Mortgagor will sell, lease, assign, transfer or otherwise dispose or abandon any of the Mortgaged Property except as permitted by the Credit Agreement.

Section 3.09 Failure to Perform. Each Mortgagor agrees that if it fails to perform any act or to take any action that it is required to perform or take hereunder or pay any money that it is required to pay hereunder, Mortgagee, in such Mortgagor's 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 Mortgagee and any money so paid by Mortgagee shall be a demand obligation owing by Mortgagors to Mortgagee, upon making such payment, shall be subrogated to all of the rights of the Person receiving such payment. Each amount due and owing by a Mortgagor to Mortgagee pursuant to this Mortgage shall bear interest from the date of such expenditure or payment to such Person until paid at the post-default rate (in no event to exceed the Maximum Rate), and all such amounts together with such interest thereon shall be a part of the Indebtedness described in Section 1.02 hereof.

ARTICLE IV **RIGHTS AND REMEDIES**

Section 4.01 Event of Default. An "Event of Default" under the Credit Agreement shall be an Event of Default under this Mortgage.

Section 4.02 Foreclosure and Sale.

(a) If an Event of Default shall occur and be continuing, Mortgagee shall have the right and option to foreclose, by executory or other judicial process (as applicable) subject to, and on the terms and conditions required or permitted by, applicable law this Mortgage with respect to that portion, if any, of the Mortgaged Property, whether real (immovable) or personal (movable) and whether tangible (corporeal) or intangible (incorporeal), that is subject to the laws of the State of Louisiana, including but not limited to any Mortgaged Property situated within the State of Louisiana or within the offshore area over which the United States of America asserts

jurisdiction and to which the laws of Louisiana are applicable with respect to this Mortgage and/or the liens or security interests created hereby, and shall have the right to appoint and/or have appointed a keeper and/or receiver (as applicable) of such Mortgaged Property. For purposes of Louisiana executory process each Mortgagor acknowledges the Indebtedness if not paid in full at maturity (regardless of how brought about), whether now existing or arising hereafter, and each Mortgagor, for itself and its successors and assigns, hereby confesses judgment for the full amount of the Indebtedness in favor of the Mortgagee. Each Mortgagor further agrees that, to the extent permitted by applicable law, the Mortgagee may cause all or any part of the Mortgaged Property to be seized and sold after due process of law, each Mortgagor waiving the benefit of all laws or parts of law relative to the appraisal or property seized and sold under executory process or other legal process, and consenting that all or any part of the Mortgaged Property may be sold without appraisal, either in its entirety or in lots or parcels, as the Mortgagee may determine, to the highest bidder for cash. To the extent permitted by applicable law, each Mortgagor hereby waives (i) the benefit of appraisal provided for in articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure and all other laws conferring the same; (ii) the notice of seizure provided for in articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iii) the three (3) days delay provided for in articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (iv) all other laws providing rights of notice, demand, appraisal, or delay. Pursuant to Louisiana Revised Statutes 9:5131-5135 and 9:5136-5140.2, in the event of the Mortgaged Property or any part thereof is seized as an incident to an action for the recognition or enforcement of this Mortgage by executory process, ordinary process, sequestration, writ of fieri facias, or otherwise, each Mortgagor agrees that the Court issuing any such order, shall, if petitioned for by the Mortgagee, direct the applicable sheriff to appoint as a keeper of the Mortgaged Property the holder or any agent or other Person designated by holder at the time such seizure is effected. Each Mortgagor agrees that such keeper shall be entitled to receive its compensation, in excess of its reasonable costs and expenses incurred in the administration or preservation of the Mortgaged Property to the extent permitted by applicable law. The designation of a keeper made herein shall not be deemed to require the holder to provoke the appointment of such a keeper.

(b) If an Event of Default shall occur and be continuing, this Mortgage may be foreclosed as to the Mortgaged Properties, or any part thereof, in any manner permitted by applicable law.

Section 4.03 Judicial Foreclosure; Receivership. If any of the Indebtedness shall become due and payable and shall not be promptly paid, 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 Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver or keeper pending any foreclosure hereunder or the sale of the Mortgaged Property under the order of a court or courts of competent jurisdiction or under other legal process, or for the enforcement of any other appropriate legal or equitable remedy. Any money advanced by Mortgagee in connection with any such receivership or keeper shall be a demand obligation (which obligation each Mortgagor hereby expressly promises to pay) owing by the Mortgagors to Mortgagee and shall bear interest from the date of making such advance by Mortgagee until paid at the post-default rate (in no event to exceed the Maximum Rate).

Section 4.04 Mortgagee and Agents. Mortgagee or his successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Mortgagee, including the posting of notices and the conduct of sale, but in the name and on behalf of Mortgagee, his successor or substitute. If Mortgagee or his successor or substitute shall have given notice of sale hereunder, any successor or substitute Mortgagee 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 conducting the sale,

Section 4.05 Foreclosure for Installments. Mortgagee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Indebtedness that 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 Indebtedness as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest due; such sale may be made subject to the unmatured portion of the Indebtedness, and any such sale shall not in any manner affect the unmatured portion of the Indebtedness, but as to such unmatured portion of the Indebtedness 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 Indebtedness, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Indebtedness without exhausting the power to foreclose and sell the Mortgaged Property for any subsequently maturing portion of the Indebtedness.

Section 4.06 Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as 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 4.07 Possession of Mortgaged Property. Each Mortgagor agrees to the full extent that, in case one or more of the Events of Default shall have occurred and shall not have been remedied, then, and in every such case, Mortgagee shall have the right and power to enter into and upon and take possession of all or any part of the Mortgaged Property in the possession of any Mortgagor, its successors or assigns, or its agents or servants, and may exclude each Mortgagor, its successors or assigns, and all persons claiming under any Mortgagor, and its agents or servants wholly or partly therefrom; and, holding the same, Mortgagee may use, administer, manage, operate and control the Mortgaged Property 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 each Mortgagor, in the name, place and stead such Mortgagor, or otherwise as Mortgagee shall deem best. All reasonable costs, expenses and liabilities of every character incurred by Mortgagee in administering, managing, operating, and controlling the Mortgaged Property shall constitute a demand obligation (which obligation each Mortgagor hereby expressly promises to pay) owing by any Mortgagor to Mortgagee and shall bear interest from date of expenditure until paid at the post-default rate (in no event to exceed the Maximum Rate), all of which shall constitute a portion of the Indebtedness and shall be secured by this Mortgage and all other Collateral Documents.

Section 4.08 Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale any Mortgagor or its heirs, devisees, representatives, successors or assigns or any other person claiming any interest in the Mortgaged Property by, through or under it, 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 4.09 Remedies Cumulative, Concurrent and Nonexclusive. Every right, power and remedy herein given to 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 Louisiana Uniform Commercial Code in effect and applicable to the Mortgaged Property or any portion thereof), each and every right, power 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 Mortgagee, and the exercise, or the beginning of the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power or remedy. No delay or omission by Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

Section 4.10 No Release of Obligations. No Mortgagor or other Person hereafter obligated for payment of all or any part of the Indebtedness shall be relieved of such obligation by reason of (a) the failure of Mortgagee to comply with any request of any Mortgagor or any other Person so obligated to foreclose the lien of this Mortgage or to enforce any provision hereunder or under the Credit Agreement; (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 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 such Mortgagor or such other Person, and in such event such Mortgagor 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 Mortgagee; or (d) by any other act or occurrence save and except the complete payment of the Indebtedness and the complete fulfillment of all obligations hereunder or under the Credit Agreement.

Section 4.11 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by this Mortgage or its stature as a first and prior lien and security interest in and to the Mortgaged

Property, and without in any way releasing or diminishing the liability of any person or entity liable for the repayment of the Indebtedness. For payment of the Indebtedness, Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

Section 4.12 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 it by virtue of any present or future moratorium law or other law exempting the Mortgaged Property 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 Mortgagee's intention to accelerate maturity of the Indebtedness or of Mortgagee's election to exercise or his actual exercise of any right, remedy or recourse provided for hereunder or under the Credit Agreement; 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. Provided, however, that if the laws of any state do not permit the redemption period to be waived, the redemption period is specifically reduced to the minimum amount of time allowable by statute.

Section 4.13 Discontinuance of Proceedings. In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder, under the Credit Agreement or under any Secured Hedge Agreement or Secured Cash Management Agreement and shall thereafter elect to discontinue or abandon same for any reason, Mortgagee shall have the unqualified right so to do and, in such an event, the relevant Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, this Mortgage, the Credit Agreement, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if same had never been invoked.

Section 4.14 Application of Proceeds. The proceeds of any sale of the Mortgaged Property or any part thereof and all other monies received by Mortgagee in any proceedings for the enforcement hereof or otherwise, whose application has not elsewhere herein been specifically provided for, shall be applied:

(a) First, to the payment of all reasonable expenses incurred by Mortgagee incident to the enforcement of this Mortgage, the Credit Agreement or any of the Indebtedness (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 legal fees), and to the payment of all other reasonable charges, expenses, liabilities and advances incurred or made by Mortgagee under this Mortgage or in executing any trust or power hereunder;

(b) Second, as set forth in Section 11.12 of the Credit Agreement.

Section 4.15 Resignation of Operator. In addition to all rights and remedies under this Mortgage, at law and in equity, if any Event of Default has occurred and is continuing, and

Mortgagee exercises any remedies under this Mortgage with respect to any portion of the Mortgaged Property (or any Mortgagor transfers any Mortgaged Property "in lieu of" foreclosure) whereupon such Mortgagor is divested of its title to the Mortgaged Property, Mortgagee shall have the right to request that any operator of any Mortgaged Property which is an Affiliate of such Mortgagor to resign as operator under the joint operating agreement applicable thereto, and no later than 60 days after receipt by such Mortgagor of any such request, such operator shall resign (or cause such other party to resign) as operator of such Mortgaged Property.

Section 4.16 Indemnity. In connection with any action taken by Mortgagee, in accordance with the terms of this Mortgage, any Person secured hereby and/or any Lender pursuant to this Mortgage, and their officers, directors, employees, representatives, agents, attorneys, accountants and experts ("Indemnified Parties") shall not be liable for any loss sustained by any Mortgagor resulting from an assertion that 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 that may result from the ordinary negligence of an Indemnified Party unless such loss (x) is determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnified Party or (y) resulted from a claim brought by a Mortgagor against an Indemnified Party for breach in bad faith of such Indemnified Party's obligations hereunder, if such Mortgagor has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction, nor shall Mortgagee, any Person secured hereby and/or any Lender 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 that may or might be incurred by any Indemnified Party by reason of this Mortgage or the exercise of rights or remedies hereunder, unless such loss (x) is determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnified Party or (y) resulted from a claim brought by a Mortgagor against an Indemnified Party for breach in bad faith of such Indemnified Party's obligations hereunder, if such Mortgagor has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction; should Mortgagee, any Person secured hereby and/or any Lender make any expenditure on account of any such liability, loss or damage, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be a demand obligation (which obligation each Mortgagor hereby expressly promises to pay) owing by any Mortgagor to Mortgagee, any Person secured hereby and/or any Lender and shall bear interest from the date expended until paid at the post-default rate (in no event to exceed the Maximum Rate), shall be a part of the Indebtedness and shall be secured by this Mortgage and any other Collateral Document. Each Mortgagor hereby assents to, ratifies and confirms any and all actions of Mortgagee, any Person secured hereby and/or any Lenders 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 4.16 shall survive the termination of this Mortgage.

Section 4.17 Keeper. 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.

Section 4.18 Confession of Judgment. For purposes of executory process each Mortgagor acknowledges the Indebtedness secured hereby, whether now existing or to arise hereafter, and confesses judgment thereon if not paid when due. Upon the occurrence and continuation 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 Mortgagee hereunder, it shall be lawful for and each Mortgagor hereby authorizes Mortgagee without making a demand or putting 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, each Mortgagor waiving the benefit of any and all laws or parts of laws relative to appraisal of the Mortgaged Property seized and sold under executory process or other legal process, and consenting that the Mortgaged Property be sold without appraisal, either in its entirety or in lots or parcels, as Mortgagee may determine, to the highest bidder for cash or on such other terms as the plaintiff in such proceedings may direct. Mortgagee shall be granted all rights and remedies granted it hereunder as well as all rights and remedies granted it under Louisiana law including the Uniform Commercial Code then in effect in Louisiana. For purposes of Louisiana law, including but not limited to the availability of executory process, the Mortgagors have appeared on this date before the undersigned Notary Public and witnesses in order to execute this Mortgage. There may be attached to counterparts hereof being recorded in Louisiana certain resolutions and/or other authorizations authorizing the execution and delivery of this Mortgage.

ARTICLE V **MISCELLANEOUS**

Section 5.01 Instrument Construed as Mortgage, Etc. This Mortgage may be construed as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the lien hereof and the purposes and agreements herein set forth.

Section 5.02 Release of Mortgage. If all Indebtedness secured hereby shall be paid and the Credit Agreement and the total Commitments thereunder terminated, Mortgagee shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of the relevant Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be appropriate. Otherwise, this Mortgage shall remain and continue in full force and effect.

Section 5.03 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 Mortgagee in order to effectuate the provisions hereof, and 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.

Section 5.04 Successors and Assigns of Parties. The term "Mortgagee" as used herein shall mean and include any legal owner, holder, assignee or pledgee of any of the Indebtedness secured hereby. The terms used to designate Mortgagee and Mortgagor shall be deemed to include the respective heirs, legal representatives, successors and assigns of such parties.

Section 5.05 Satisfaction of Prior Encumbrance. To the extent that proceeds of the Credit Agreement are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Mortgaged Property, such proceeds have been advanced by Mortgagee at Mortgagors' request, and Mortgagee shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether said liens, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such other indebtedness by Mortgagee, each Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness.

Section 5.06 Subrogation of Mortgagee. This Mortgage is made with full substitution and subrogation of Mortgagee and its successors and their respective 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 5.07 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 5.08 Notices. All notices, requests, consents, demands and other communications required or permitted hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by registered or certified United States mail, postage prepaid, or by personal service (including express or courier service) at the addresses specified in Section 5.11 (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery at the address and in the manner provided herein, upon receipt; provided that, service of notice as required by the laws of any state in which portions of the Mortgaged Property may be situated shall for all purposes be deemed appropriate and sufficient with the giving of such notice.

Section 5.09 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 parish, descriptions of only those portions of the Mortgaged Property located in, or offshore adjacent to, the parish in which a particular counterpart is recorded shall be attached as Exhibit A thereto. 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.

Section 5.10 Governing Law. Insofar as permitted by otherwise applicable law, this Mortgage shall be construed under and governed by the laws of the State of Louisiana.

Section 5.11 Financing Statement: Fixture Filing. This Mortgage, attached as Exhibit A to a UCC-1 Financing Statement covers all goods which are to become fixtures included within the Mortgaged Property and is to be filed or filed for record in the appropriate UCC records of any Louisiana parish clerk of court for indexing in the central UCC registry with the Louisiana Secretary of State. This Mortgage, attached as Exhibit A to a UCC-1 Financing Statement also

covers as-extracted collateral, including minerals or the like (including oil and gas and all other substances of value that 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 Louisiana Uniform Commercial Code and is to be filed for record in the appropriate UCC records of any Louisiana parish clerk of court for indexing in the central UCC registry with the Louisiana Secretary of State. In addition, each Mortgagor shall execute and deliver to Mortgagee, upon Mortgagee's request, any financing statements or amendments thereof or continuation statements thereto that Mortgagee may require to perfect a security interest in said items or types of property. Mortgagors shall pay all costs of filing such instruments. In that regard, the following information is provided:

Name of Secured Party:	Citibank, N.A., as Collateral Agent
Address of Secured Party:	1615 Brett Road, Building III New Castle, DE 19720 Attention: Investor Relations
with a copy to	811 Main Street, Suite 4000 Houston, TX 77002 Attention: Jeff Ard
Tax ID Number of Secured Party:	13-5266470
Name of Debtor:	Beacon Offshore Energy Exploration LLC BOE Exploration & Production LLC
Address of Debtor:	333 Clay Street, Suite 4200 Houston, Texas 77002 Attention: Marc A. Hensel
Jurisdiction of Organization:	Exploration: Delaware Production: Louisiana
Organizational Number:	Exploration: 6938233 Production: 43772048Q
Tax ID Number of Debtor	Exploration: 83-0943596 Production: 83-2011212

Section 5.12 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 result in one party

assuming the liability inherent in some aspects of the transaction and relieving the other party 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 5.13 Prevailing Agreement. Notwithstanding anything herein contained to the contrary, if any provision herein should be inconsistent with any provision contained in the Credit Agreement, the provisions in the Credit Agreement shall prevail; provided, however, that nothing contained in this Section 5.13 shall diminish or preclude the granting of the mortgages, hypothecations, collateral assignments and security interests in this Mortgage, limit the ability of the Mortgagee to enforce this Mortgage by ordinary or executory process, or otherwise, or detract from the provisions of Section 5.19 hereof.

Section 5.14 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 5.15 Notary Public. The parties relieve and release the undersigned notary public of any duty to produce and attach mortgage or conveyance certificates.

Section 5.16 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.

Section 5.17 Flood Provisions

Notwithstanding anything to the contrary in this Mortgage, in no event shall the Mortgaged Property include or any Lien created hereby extend to any “building” or “mobile home” (each as defined in Regulation H. as promulgated by the Federal Reserve Board under the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973, and the regulations (including Regulation H as promulgated by the Federal Reserve Board), each as it may be amended, reformed or otherwise modified from time to time.

Section 5.18 Acceptance.

The acceptance of this Mortgage by Mortgagee and the consent by Mortgagee to the terms and conditions of this Mortgage are presumed and, under the provisions of Louisiana Civil Code article 3289, Mortgagee has not been required to sign this Mortgage.

Section 5.19 Reliance.

Notwithstanding any reference herein to the Credit Agreement or any Secured Transaction Documents, no third party shall be obligated to inquire as to whether any term or condition set forth therein has occurred but shall be entitled to rely upon the certificate of the Mortgagee as to

all events, including but not limited to the occurrence of an Event of Default and the right of the Mortgagee to enforce this Mortgage.

[SIGNATURES BEGIN NEXT PAGE]

THUS DONE AND PASSED BY the undersigned witnesses, in the State of Texas before the undersigned witnesses and me, Notary, on March 27, 2024, to be effective March , 2024 after due reading of the whole.

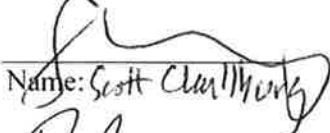
WITNESSES TO ALL:

BEACON OFFSHORE ENERGY EXPLORATION LLC
BOE EXPLORATION & PRODUCTION LLC

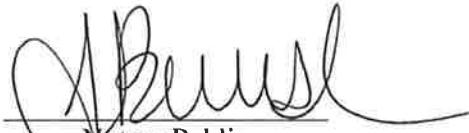
By: 

Name: Marc Hensel
Title: President and Chief Financial Officer

WITNESSES:

By: 
Name: Scott Clark

By: 
Name: Derek Rippe


Notary Public



Print Name: Felicia Barsh

My Commission Expires: 8/28/2026

Notary #: 125818677

SEAL

EXHIBIT A

Hydrocarbon Property

EXHIBIT A

LEASE LISTING

BEACON OFFSHORE ENERGY EXPLORATION LLC BOE EXPLORATION & PRODUCTION LLC

1. Winterfell

- 1) That certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 36060, dated effective as of June 1, 2017, between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al, as Lessees, covering all of Block 943, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing approximately 5760 acres, more or less.
- 2) That certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 36061, dated effective as of June 1, 2017, between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al, as Lessees, covering all of Block 944, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing approximately 5760 acres, more or less.
- 3) That certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 36309, dated effective as of June 1, 2018, between the United States of America, as Lessor, and Houston Energy, L.P., et al, as Lessees, covering all of Block 987, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing approximately 5760 acres, more or less.
- 4) That certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 35417, dated effective as of June 1, 2014, between the United States of America, as Lessor, and Houston Energy, L.P., et al, as Lessees, covering all of Block 988, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing approximately 5760 acres, more or less.

LEASE LISTING

BEACON OFFSHORE ENERGY EXPLORATION LLC

1. Monument

- 1) That certain Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act by and between the United States of America, as Lessor, and Samson Offshore, LLC and Statoil Gulf of Mexico LLC, as

Lessees, bearing serial number OCS-G 35732, dated effective as of July 1, 2015, containing 5,760.00 acres, more or less, and described as All of Block 227, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06.

- 2) That certain Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act by and between the United States of America, as Lessor, and Samson Offshore, LLC and Statoil Gulf of Mexico LLC, as Lessees, bearing serial number OCS-G 35080, dated effective as of August 1, 2013, containing 5,760.00 acres and described as All of Block 271, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06.
- 3) That certain Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act by and between the United States of America, as Lessor, and Samson Offshore, LLC and Statoil Gulf of Mexico LLC, as Lessees, bearing serial number OCS-G 35081, dated effective as of August 1, 2013, containing 5,760.00 acres and described as All of Block 272, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06.
- 4) That certain Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act by and between the United States of America, as Lessor, and Samson Offshore, LLC and Statoil Gulf of Mexico LLC, as Lessees, bearing serial number OCS-G 35733, dated effective as of July 1, 2015, containing 5,760.00 acres and described as All of Block 315, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06.
- 5) That certain Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act by and between the United States of America, as Lessor, and Statoil Gulf of Mexico LLC, as Lessee, bearing serial number OCS-G 36084, dated effective as of June 1, 2017, containing 5,760.00 acres and described as All of Block 316, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06.

EXHIBIT A
BEACON OFFSHORE ENERGY EXPLORATION LLC
BOE EXPLORATION & PRODUCTION LLC

Winterfell

Ref#	PROSPECT	AREA/ BLOCK	OCS LEASE SERIAL NO.	LEASE EFFECTIVE DATE	LESSOR	ORIGINAL LESSEE(S)	DESCRIPTION	WORKING INTEREST OWNER AND MORTGAGOR	RECORD TITLE OPERATING RIGHTS	WORKING INTEREST (Combined)
1	Winterfell	GC 943	OCS-G 36060	6/1/2017	United States of America	Ridgewood Energy Corporation, et al	All of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03	Beacon Offshore Energy Exploration LLC BOE Exploration & Production LLC	Record Title	35.40625%
2	Winterfell	GC 944	OCS-G 36061	6/1/2017	United States of America	Ridgewood Energy Corporation, et al	All of Block 944, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03	Beacon Offshore Energy Exploration LLC BOE Exploration & Production LLC	Record Title	35.40625%
3	Winterfell	GC 987	OCS-G 36309	6/1/2018	United States of America	Houston Energy, L.P., et al	All of Block 987, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03	Beacon Offshore Energy Exploration LLC BOE Exploration & Production LLC	Record Title	35.40625%
4	Winterfell	GC 988	OCS-G 35417	6/1/2014	United States of America	Houston Energy, L.P., et al	All of Block 988, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03	Beacon Offshore Energy Exploration LLC BOE Exploration & Production LLC	Record Title	35.40625%

BEACON OFFSHORE ENERGY EXPLORATION LLC

Monument

Ref#	PROSPECT	AREA/ BLOCK	OCS LEASE SERIAL NO.	LEASE EFFECTIVE DATE	LESSOR	ORIGINAL LESSEE(S)	DESCRIPTION	WORKING INTEREST OWNER AND MORTGAGOR	RECORD TITLE OPERATING RIGHTS	WORKING INTEREST
1	Monument	WR 227	OCS-G 35732	7/1/2015	United States of America	Samsom Offshore, LLC, et al	All of Block 227, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06	Beacon Offshore Energy Exploration LLC	Record Title	30.00000%
2	Monument	WR 271	OCS-G 35080	8/1/2013	United States of America	Samsom Offshore, LLC, et al	All of Block 271, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06	Beacon Offshore Energy Exploration LLC	Record Title	30.00000%
3	Monument	WR 272	OCS-G 35081	8/1/2013	United States of America	Samsom Offshore, LLC, et al	All of Block 272, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06	Beacon Offshore Energy Exploration LLC	Record Title	30.00000%
4	Monument	WR 315	OCS-G 35733	7/1/2015	United States of America	Samsom Offshore, LLC, et al	All of Block 315, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06	Beacon Offshore Energy Exploration LLC	Record Title	30.00000%
5	Monument	WR 316	OCS-G 36084	6/1/2017	United States of America	Statoil Gulf of Mexico LLC	All of Block 316, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06	Beacon Offshore Energy Exploration LLC	Record Title	30.00000%

EXHIBIT A

UNITS

**BEACON OFFSHORE ENERGY EXPLORATION LLC
BOE EXPLORATION & PRODUCTION LLC**

Winterfell

As of the date of this document, an application for a Unit for the Winterfell leases listed in this Exhibit has been submitted to the BSEE, but has not yet been approved.

UNITS

BEACON OFFSHORE ENERGY EXPLORATION LLC

Monument

Ref#	Prospect	Owner	Unit	Leases	Description
1	Monument	Beacon Offshore Energy Exploration LLC	Walker Ridge Block 271 Unit (Contract No. 754323005	OCS-G 35080, OCS-G 35081, OCS-G 35733, OCS-G 36084	Walker Ridge Blocks 271 (All), 272 (All), 315 (All), 316 (N/2)

EXHIBIT A
Wells

**BEACON OFFSHORE ENERGY EXPLORATION LLC
BOE EXPLORATION & PRODUCTION LLC**

Winterfell

Lease	AREA	Block	Well Name	Well Status	API Number	Prospect	Owner	WI (Combined)
G36060	GC	943	GC943 #WA002	COM	60-811-40753-01	Winterfell	Beacon Offshore Energy Exploration LLC	35.40625%
G36061	GC	944	GC944 #WA001	COM	60-811-40743-01	Winterfell	Beacon Offshore Energy Exploration LLC	35.40625%