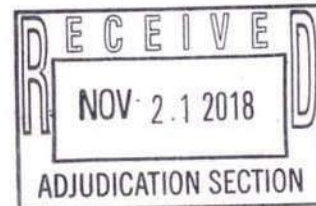


WILLKIE FARR & GALLAGHER LLP

600 Travis Street
Suite 2100
Houston, TX 77002
Tel: 713 510 1700
Fax: 713 510 1799

November 19, 2018

Bureau of Ocean Energy Management
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123



Re: *LLOG Bluewater Holdings, L.L.C.*

Dear Sirs:

Please file the following document for filing in the non-required files:

1. Multiple Indebtedness Mortgage, Assignment of As-Extracted Collateral, Security Agreement and Fixture Filing (*Category #1*);

In order that third parties will be put on notice as to the execution and efficacy of the instruments, please file each as indicated above, together with a copy of this letter, in the records for the following leases:

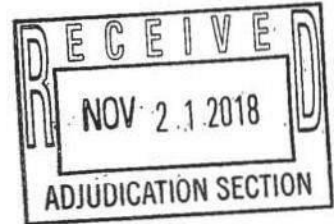
OCS-G 31442, OCS-G 27259, OCS-G 32303, OCS-G 35491, OCS-G 24055, OCS-G 24064
OCS-G 22868, OCS-G 34435, OCS-G 24069, OCS-G 35821, OCS-G 22873, OCS-G 34438,
OCS-G 22877, OCS-G 34447, OCS-G 34452; OCS-G 31521, OCS-G 24102; OCS-G 24107;
OCS-G 33175; OCS-G 33764; OCS-G 31416; OCS-G 32218

Two copies of the above described documents have been provided. Please retain one copy under the category indicated above and return the other counterpart to me, with a file stamp, at the address in the letterhead above. Should you have any questions, please feel free to contact me at (713) 510-1758.

Very truly yours,


Silvia Querales
Senior Paralegal

Enclosures



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

FROM

**LLOG BLUEWATER HOLDINGS, L.L.C.,
as Mortgagor**

for the benefit of

**CITIBANK, N.A.,
as Mortgagee and Collateral Agent**

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 WELLSHEADS 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 OR 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.

TABLE OF CONTENTS

Page

ARTICLE I.

GRANT OF LIEN AND INDEBTEDNESS SECURED

Section 1.01	Grant of Liens	2
Section 1.02	Indebtedness Secured	4
Section 1.03	Fixture Filing, As-extracted Collateral, Etc.	5
Section 1.04	Pro Rata Benefit	5
Section 1.05	Defined Terms	6
Section 1.06	Multiple Indebtedness Mortgage/Maximum Amount	6

ARTICLE II.

ASSIGNMENT OF AS-EXTRACTED COLLATERAL

Section 2.01	Assignment	6
Section 2.02	No Modification of Payment Obligations	7

ARTICLE III.

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01	Title	7
Section 3.02	Defend Title	7
Section 3.03	Not a Foreign Person	8
Section 3.04	Power to Create Lien and Security	8
Section 3.05	Revenue and Cost Bearing Interest	8
Section 3.06	Rentals Paid; Leases in Effect	8
Section 3.07	Operation By Third Parties	8
Section 3.08	Abandon, Sales	9
Section 3.09	Failure to Perform	9

ARTICLE IV.

RIGHTS AND REMEDIES

Section 4.01	Event of Default	9
Section 4.02	Foreclosure and Sale.	9
Section 4.03	Judicial Foreclosure; Receivership	10
Section 4.04	Mortgagee and Agents	10
Section 4.05	Foreclosure for Installments	10
Section 4.06	Separate Sales	11
Section 4.07	Possession of Mortgaged Property	11
Section 4.08	Occupancy After Foreclosure	11
Section 4.09	Remedies Cumulative, Concurrent and Nonexclusive	12
Section 4.10	No Release of Obligations	12
Section 4.11	Release of and Resort to Collateral	12

Section 4.12	Waiver of Redemption, Notice and Marshalling of Assets, Etc	12
Section 4.13	Discontinuance of Proceedings	13
Section 4.14	Application of Proceeds	13
Section 4.15	Resignation of Operator	13
Section 4.16	Indemnity	13
Section 4.17	Keeper	14
Section 4.18	Confession of Judgment	14

ARTICLE V.
MISCELLANEOUS

Section 5.01	Instrument Construed as Mortgage, Etc	15
Section 5.02	Release of Mortgage	15
Section 5.03	Severability	15
Section 5.04	Successors and Assigns of Parties	15
Section 5.05	Satisfaction of Prior Encumbrance	15
Section 5.06	Subrogation of Mortgagee	15
Section 5.07	Nature of Covenants	16
Section 5.08	Notices	16
Section 5.09	Counterparts	16
Section 5.10	Governing Law	16
Section 5.11	Financing Statement; Fixture Filing	16
Section 5.12	Exculpation Provisions	17
Section 5.13	Prevailing Agreement	17
Section 5.14	References	17
Section 5.15	Notary Public	18
Section 5.16	No Paraph	18
Section 5.17	Flood Provisions	18
Section 5.18	Legend	18

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 LLOG BLUEWATER HOLDINGS, L.L.C., a Delaware limited liability company (the "Mortgagor") in favor of CITIBANK, N.A., as Collateral Agent ("Mortgagee").

RECITALS:

A. On even date herewith, LLOG Bluewater, L.L.C., 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"), are executing a Credit Agreement dated October 18, 2018 (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 have agreed to make loans and other extensions of credit to Mortgagor.

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 Loan Document, the Secured Hedge Agreements and the Secured Cash Management Agreements are collectively referred to herein as the "Secured Transaction Documents".

E. The Mortgagor, each of the other signatories thereto, executed a Guaranty dated as of even date herewith (such agreement, as may from time to time be amended or supplemented, the "Guaranty") pursuant to which, upon terms and conditions stated therein, the Mortgagor has agreed to guarantee the Finance 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 Mortgagor of this Mortgage, and Mortgagor has agreed to enter into this Mortgage to secure its obligations under the Credit Agreement.

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, Mortgagor 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, Mortgagor does by these presents hereby MORTGAGE, ASSIGN, WARRANT and HYPOTHECATE 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 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 Mortgagor that are more particularly described on attached Exhibit A.

(b) All rights, titles, interests and estates now owned or hereafter acquired by 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 Mortgagor and in that 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 Mortgagor's interests therein be incorrectly described or a description of a part or all of such Hydrocarbon Property or Mortgagor's interests therein be omitted; it being intended by Mortgagor and Mortgagee herein to cover and affect hereby all interests that 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.

(c) All rights, titles, interests and estates now owned or hereafter acquired by 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 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 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 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.

(d) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by 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 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 Mortgagor in and to the Hydrocarbon Property rights, titles, interests or estates.

(e) 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 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 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 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 Mortgagor's interests are solely for purposes of the warranties made by Mortgagor 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.

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 Mortgagor herein contained.

Section 1.02 Indebtedness Secured. This Mortgage is executed and delivered by Mortgagor 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 Mortgagor 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 arising out of or under the Guaranty executed by Mortgagor;

(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.

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

(g) payment of and performance of any and all present or future obligations of Mortgagor according to the terms of any Secured Hedge Agreement or any Secured Cash Management Agreement.

(h) 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 Loan Document on account of the failure of Mortgagor to comply with the covenants of Mortgagor contained herein, or the failure of Mortgagor to comply with the covenants of Mortgagor or any other obligor contained in the Credit Agreement or any other Loan Document; and all other indebtedness of Mortgagor 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.

(i) 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 Loan Documents.

Notwithstanding the foregoing, Excluded Swap Obligations shall not be Indebtedness of the 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 is to be filed of record in the applicable parish records as a financing statement and fixture filing; and (iv) Mortgagor is the record owner 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 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 Mortgagor.

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. 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 of 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. 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 Mortgagor or Mortgagee for the account of 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 Mortgagor, or otherwise, with warranties binding 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 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 Mortgagor, with all costs, expenses and attorneys' fees incurred in connection therewith being paid by Mortgagor. Mortgagor hereby appoints Mortgagee as its attorney-in-fact to pursue any and all rights of 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, Mortgagor hereby further transfers and assigns to Mortgagee any and all such liens, security interests, financing statements or similar interests of 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 Mortgagor 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 Mortgagor to make prompt payment of all principal and interest owing on the Indebtedness when and as the same become 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

Mortgagor hereby represents, warrants and covenants as follows:

Section 3.01 Title. To the extent of the undivided interests specified on attached Exhibit A, 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 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 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. 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, 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 Mortgagor's cost and expense, and 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 *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. Mortgagor is not a "foreign person" within the meaning of the Code, Sections 1445 and 7701 (i.e. *Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder.*)

Section 3.04 Power to Create Lien and Security. 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 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. 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 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 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 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 Mortgagor, Mortgagor's covenants as expressed in this Article III are modified to require that 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. Mortgagor will not 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. Mortgagor agrees that if Mortgagor fails to perform any act or to take any action that Mortgagor is required to perform or take hereunder or pay any money that Mortgagor is required to pay hereunder, Mortgagee, in 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 Mortgagor 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 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 the Mortgagor acknowledges the Indebtedness if not paid in full at maturity (regardless of how brought about), whether now existing or arising hereafter, and the Mortgagor, for itself and its successors and assigns, hereby confesses judgment for the full amount of the Indebtedness in favor of the Mortgagee. The 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, the 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, the 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, 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. 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 Mortgagor hereby expressly promises to pay) owing by Mortgagor 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. 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 Mortgagor, its successors or assigns, or its agents or servants, and may exclude Mortgagor, its successors or assigns, and all persons claiming under 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 Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of Mortgagor, in the name, place and stead of 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 Mortgagor hereby expressly promises to pay) owing by 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 Mortgagor or Mortgagor's heirs, devisees, representatives, successors or assigns or any other person claiming any interest in the Mortgaged Property by, through or under 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 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. Neither Mortgagor nor any 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 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 Mortgagor or such other Person, and in such event 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, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to Mortgagor 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 appraisalment, 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 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, 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 8.04 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 Mortgagor transfers any Mortgaged Property "in lieu of" foreclosure) whereupon 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 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 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 the Mortgagor against an Indemnified Party for breach in bad faith of such Indemnified Party's obligations hereunder, if the 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 Mortgagor. 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 the Mortgagor against an Indemnified Party for breach in bad faith of such Indemnified Party's obligations hereunder, if the 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 Mortgagor hereby expressly promises to pay) owing by 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. The 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 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 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 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, 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.

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 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 Mortgagor's 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, 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 fixtures included within the Mortgaged Property and is to be filed for record in the appropriate mortgage and 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 indexing 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, 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. Mortgagor 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

Name of Debtor: LLOG Bluewater Holdings, L.L.C.

Address of Debtor: 1001 Ochsner Blvd., Suite 100
Covington, LA 70433
Telephone: (985) 801-4795
Attn: George Gilly

Jurisdiction of Organization: Delaware
Organizational Number: 5021314

Tax ID Number of Debtor 45-3532796

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.

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. 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 Legend

Reference is made to the Subordination, Non-Disturbance and Attornment Agreement with Producer Lender dated as of the date hereof by and among the Borrower, Delta House FPS, LLC, Delta House Oil and Gas Lateral, LLC, and the Administrative Agent (the "Subordination Agreement"). Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this document and the exercise of any right or remedy hereunder are subject to the provisions of the Subordination Agreement. In the event of a conflict or inconsistency between the provisions of the Subordination Agreement and this document, the provisions of the Subordination Agreement shall control.

Section 5.19 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 5.20 Reliance.

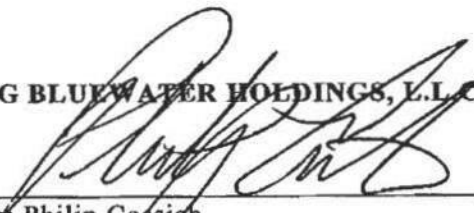
Notwithstanding any reference herein to the Credit Agreement or any Secured Transaction Documents, no third party shall be obligated to inquire as to whether any term or condition set forth therein has occurred but shall be entitled to rely upon the certificate of the Mortgagee as to all events, including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

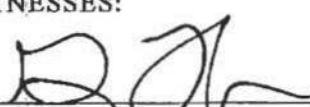
THUS DONE AND PASSED BY the undersigned witnesses, in the State of Louisiana, Orleans Parish before the undersigned witnesses and me, Notary, on October 18, 2018, to be effective October 18, 2018, after due reading of the whole.

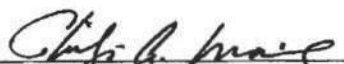
WITNESSES TO ALL:

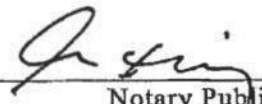
LLOG BLUEWATER HOLDINGS, L.L.C.

By: 
Name: Philip Cossich
Title: Chief Financial Officer and Treasurer

WITNESSES:

By: 
Name: Gregory J. Terribonne, Jr.

By: 
Name: Philip A. Mannix


Notary Public

Print Name: George Moore Gilly
Notary Public
State of Louisiana
Louisiana Bar Roll # 06234
My Commission Expires: My Commission is issued for Life.

SEAL

EXHIBIT A
Hydrocarbon Property

Exhibit "A"

LLOG Bluewater Holdings, L.L.C.

a. Breton Sound 25 (*Baptiste Collette*)

Lease #1 (OCS-G 31442)

Lessor: United States of America
Lessee: LLOG Exploration Offshore, Inc.
Eff. Date: February 1, 2008
Recordation: Recorded in the conveyance records of Plaquemines Parish in Book 1175, beginning at Page 5 under Entry No. 2008-00001185
Lease Description: That portion of Block 25, Breton Sound Area, OCS Leasing Map, Louisiana Map No. 10B, seaward of the 1975 Supreme Court Decree Line specifically described in the described OCS Block Diagram.

Lease #2 (State Lease 19718)

Lessor: State of Louisiana
Lessee: Robert A. Schroeder, Inc.
Eff. Date: July 9, 2008
Recordation: Recorded in the conveyance records of Plaquemines Parish in Book 1190, beginning at Page 672 under Entry No. 2008-00005015, as well as the lease extension, which was also filed in the conveyance records of Plaquemines Parish in Book 1297, beginning at Page 181 under Entry No. 2013-00002929
Lease Description: Portion of Block 25, Breton Sound Area. The beds and bottoms of all water bodies together with any present lands formed by accretion to the shoreline or islands formed therein being: 425.25 acres (being a portion of Tract 39932).

Assignment #1

Assignor: Robert A. Schroeder, Inc.
Assignee: LLOG Exploration Company, L.L.C. – 100% right, title and interest in Lease No. 2 above.
Eff. Date: 7/9/2008
Recordation: Recorded in the conveyance records of Plaquemines Parish in Book 1195, beginning at Page 893 under Entry No. 200800006460

Assignment #2

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C. – 49.5% Record Title Interest in Lease
No. 1 above
Eff. Date: 8/1/2011
Recordation: Recorded in the conveyance records of Plaquemines Parish in Book 1282,
beginning at Page 655 under Entry No 2012-00005399
BOEM approved 1/4/13

Assignment #3

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C. – 49.5% right, title and interest in
Lease No. 2 above.
Eff. Date: 8/1/2012
Recordation: Recorded in the conveyance records of Plaquemines Parish in Book 1282,
beginning at Page 582 under Entry No. 2012-00005385, the Resolution of
which was recorded in the conveyance records of Plaquemines Parish in
Book 1291, beginning at Page 444 under Entry No. 2013-00001318

Assignment #4

Assignor: LLOG Bluewater Holdings, L.L.C. (24.75%), et al
Assignee: Walter Oil & Gas Corporation – 25% total Record Title Interest in Lease
No. 1 above
Eff. Date: 6/6/2013
Recordation: Recorded in the conveyance records of Plaquemines Parish in Book 1302,
beginning at Page 387 under Entry No. 2013-00004353
BOEM approved 9/23/13

Assignment #5

Assignor: LLOG Bluewater Holdings, L.L.C. (24.75%), et al
Assignee: Walter Oil & Gas Corporation – 25% total Record Title Interest in Lease
No. 2 above
Eff. Date: 6/6/2013
Recordation: Recorded in the conveyance records of Plaquemines Parish in Book 1310,
beginning at Page 331 under Entry No. 2014-00000369

b. Mississippi Canyon 79 (Otis)

Lease #1 (OCS-G 27259) – MC 79

Lessor: United States of America
Lessee: LLOG Exploration Offshore, Inc.
Date: June 1, 2005

Recordation: April 4, 2013 - Recorded in the conveyance records of
Plaquemines Parish in Book 1292 Page 89, File # 2013-00001531
Lease Description: All of Block 79, Mississippi Canyon, OCS Official Protraction
Diagram, NH 16-10.

Assignment #1: H

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C. - 99% Record Title interest in Lease
#1 Above
Eff. Date: August 1, 2012
Recordation: November 27, 2012 -- Recorded in the Conveyance Records of
Plaquemines, Parish, Book 1282, Page 655, File # 2012-00005399
BOEM approved 1/4/13

Assignment #2: L

Assignor: LLOG Bluewater Holdings, L.L.C. (29.7%), et al
Assignee: Ridgewood Energy Oil & Gas Fund II, L.P., et al - 30% total Record Title
interest in Lease #1 Above
Eff. Date: January 1, 2014
Recordation: March 7, 2014 -- Recorded in the Conveyance records of Plaquemines
Parish, Book 1312, Page 730, File # 2014-00000936
BOEM approved 7/16/2014

c. Mississippi Canyon 208/209/252 (Neidermeyer)

Lease #1 (OCS-G 32303) - MC 208

Lessor: United States of America
Lessee: LLOG Exploration Offshore, Inc.
Date: August 1, 2008
Recordation: August 26, 2008 - Recorded in the conveyance records of
Plaquemines Parish in Book 1191 Page 7, File # 2008-00005064
Lease Description: All of Block 208, Mississippi Canyon, OCS Official Protraction
Diagram, NH 16-10.

Lease #2 (OCS-G 35491) - MC 252 (formerly OCS-G 32306)

Lessor: United States of America
Lessee: BP Exploration & Production Inc.
Date: June 1, 2008
Recordation: March 3, 2014 - Recorded in the conveyance records of
Plaquemines Parish, Book 1312, Page 594, File # 2014-00000893
Lease Description: W/2, SE/4, W/2NE/4, NE/4NE/4, NW/4SE/4NE/4 of Block 252,
Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10.

Lease #3 (OCS-G 24055) - MC 209

Lessor: United States of America
Lessee: Dominion Exploration & Production, Inc., et al
Date: August 1, 2002
Recordation: March 4, 2004 - Recorded in the conveyance records of
Plaquemines Parish, Book 1065, Page 434, File # 2004-00001453
Lease Description: All of Block 209, Mississippi Canyon, OCS Official Protraction
Diagram, NH 16-10

Assignment #1: BE

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C. – 73.755% Record Title interest in
Lease #1 Above
Eff. Date: August 1, 2012
Recordation: November 27, 2012 – Recorded in the Conveyance records of
Plaquemines Parish, Book 1282, Page 587, File # 2012-00005386
BOEM approved 12/21/12

Assignment #2: FF

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C - 47.50124% Operating Rights interest
in Lease #1 Above from surface to 22,000' TVD
Eff. Date: August 1, 2012
Recordation: November 27, 2012 – Recorded in the Conveyance Records of
Plaquemines Parish, Book 1282, Page 592, File # 2012-00005387
BOEM approved 12/21/12

Assignment # 3: GG

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C - 4.27951% Operating Rights interest
in Lease #1 Above from surface to 22,000' TVD SS
Eff. Date: November 14, 2012
Recordation: November 27, 2012 – Recorded in the Conveyance Records of
Plaquemines Parish, Book 1282, Page 597, File # 2012-00005388

Assignment # 4: RR

Assignor: BP Exploration & Production Inc.
Assignee: LLOG Bluewater Holdings, L.L.C. (99%), et al – 100% total Record Title
interest in Lease #2 Above
Eff. Date: February 21, 2014

Recordation: February 26, 2014, Recorded in the Conveyance Records of Plaquemines Parish, Book 1311, Page # 656, File # 2014-00000714
BOEM approved 5/5/14

Assignment #5: BBB

Assignor: LLOG Bluewater Holdings, L.L.C.
Assignee: LLOG Exploration Offshore, L.L.C., et al - 47.21925% total Record Title interest in Lease #2 Above
Eff. Date: February 21, 2014
Recordation: September 17, 2014 – Recorded in the Conveyance Records of Plaquemines, Parish, Book 1326, Page 634, File # 2014-00003880
BOEM approved 3/30/15

Assignment # 6 209B

Assignor: Cobalt International Energy, L.P.
Assignee: LLOG Bluewater Holdings, L.L.C. (29.7%), et al - 30% total Record Title interest in Lease # 3 Above
Eff. Date: March 1, 2013
Recordation: April 11, 2013, Recorded in the Conveyance Records of Plaquemines Parish, Book 1292, Page 665, File # 2013-00001676
BOEM approved 4/26/13

Assignment # 7: 209C

Assignor: TOTAL E&P USA, INC.
Assignee: LLOG Bluewater Holdings, L.L.C. (19.8%), et al - 20% total Record Title interest in Lease #3 Above
Eff. Date: March 1, 2013
Recordation: April 11, 2013, Recorded in the Conveyance Records of Plaquemines Parish, Book 1292, Page 659, File # 2013-00001675
BOEM approved 4/26/13

Assignment # 8: 209D

Assignor: Eni Petroleum US LLC
Assignee: LLOG Bluewater Holdings, L.L.C. (49.5%), et al - 50% total Record Title interest in Lease #3 Above
Eff. Date: March 1, 2013
Recordation: May 8, 2013, Recorded in the Conveyance Records of Plaquemines Parish, Book 1294, Page 340, File # 2013-00002093
BOEM approved 5/22/13

Assignment #9: 209 N

Assignor: LLOG Bluewater Holdings, L.L.C.
Assignee: LLOG Exploration Offshore, L.L.C., et al - 47.21925% total Record Title
interest in Lease #3 Above
Date: March 1, 2013
Recordation June 4, 2014, Recorded in the Conveyance Records of Plaquemines
Parish, Book 1319, Page 264, File # 2014-00002219
BOEM approved 10/16/14

d. **MC 255/299/300 (Marmalard)**

Lease #1 (OCS-G 24064) MC 255

Lessor: United States of America
Lessee: Conoco Inc.
Date: July 1, 2002
Recordation: March 11, 2011 - Recorded in the conveyance records of
Plaquemines Parish in Book 1242 Page 355, File # 2011-00001055
Lease Description: All of Block 255, Mississippi Canyon, OCS Official Protraction
Diagram, NH 16-10 (Record Title and Operating Rights from
surface to 22,000' TVD)

Lease #2(OCS-G 22868) MC 300

Lessor: United States of America
Lessee: Conoco Inc.
Date: June 1, 2001
Recordation: March 11, 2011 - Recorded in the conveyance records of
Plaquemines Parish, Book 1242, Page 376, File # 2011-00001057
Lease Description: All of Block 300, Mississippi Canyon, OCS Official Protraction
Diagram, NH 16-10 (Record Title and Operating Rights from
surface to 22,000' TVD)

Lease #3 (OCS-G 34435) MC 299

Lessor: United States of America
Lessee: Conoco Inc.
Date: November 1, 2012
Recordation: March 3, 2014 - Recorded in the conveyance records of
Plaquemines Parish, Book 1281, Page 149, File # 2012-00005005

Lease Description: All of Block 299, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10.

Assignment # 1: R

Assignor: ConocoPhillips Company
Assignee: LLOG Exploration Offshore, L.L.C. (21.9375%), et al - 100% total in Lease #1 and #2 Above
Eff. Date: January 10, 2012
Recordation: May 31, 2012 – Recorded in the Conveyance Records of Plaquemines, Parish, Book 1269, Page 828, File # 2012-00002175
BOEM approved 7/24/12

Assignment # 2: U

Assignor: Houston Energy Deepwater Ventures III, LLC
Assignee: LLOG Exploration Offshore, L.L.C. (4.90567%), et al - 10% total Record Title interest in Lease #1 and #2 Above
Eff. Date: January 16, 2012
Recordation: August 13, 2012 – Recorded in the Conveyance Records of Plaquemines, Parish, Book 1275, Page 583, File # 2012-00003737
BOEM approved 10/9/12

Assignment # 3: EE

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C. - 26.57474% Record Title interest in Lease # 1 and #2 Above
Eff. Date: August 1, 2012
Recordation: November 27, 2012 – Recorded in the Conveyance Records of Plaquemines, Parish, Book 1282, Page 655, File # 2012-00005399
BOEM approved 1/7/13

Assignment #4: DD

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C. - 26.57474% Record Title interest in Lease #3 Above
Eff. Date: November 1, 2012
Recordation: November 27, 2012 – Recorded in the Conveyance Records of Plaquemines, Parish, Book 1282, Page 612, File # 2012-00005391
BOEM approved 1/9/13

Assignment # 5: HHH

Assignor: LLOG Bluewater Holdings, L.L.C. (26.57474%), et al
Assignee: ConocoPhillips Company - 100% total Operating Rights interest from
22,000' TVDSS to 99,999' TVD SS in Lease #1 Above
Eff. Date: January 10, 2012
Recordation: September 29, 2015 – Recorded in the Conveyance Records of
Plaquemines, Parish, Book 1348, Page 90, File # 2015-00003734

Assignment # 6: JJJ

Assignor: LLOG Bluewater Holdings, L.L.C. (26.57474%), et al
Assignee: ConocoPhillips Company - 100% total Operating Rights interest from
22,000' TVDSS to 99,999' TVD SS in Lease # 2 Above
Eff. Date: January 10, 2012
Recordation: September 29, 2015 – Recorded in the Conveyance Records of
Plaquemines, Parish, Book 1348, Page 132, File # 2015-00003736

e. Mississippi Canyon 301 (Marmalard East)

Lease #1 (OCS-G 24069) – MC 301

Lessor: United States of America
Lessee: Conoco Inc.
Date: July 1, 2002
Recordation: April 4, 2013 – Recorded in the Conveyance records of
Plaquemines Parish, Book 1292, Page 209, File # 2013-00001544
Lease Description: All of Block 301, Mississippi Canyon, OCS Official Protraction
Diagram, NH 16-10 (Record Title and Operating Rights from
surface to 22,000' TVD)

Assignment #1: M

Assignor: ConocoPhillips Company
Assignee: LLOG Exploration Offshore, L.L.C. (21.39375%), et al - 100% total
Record Title interest in Lease # 1 Above
Eff. Date: January 10, 2012
Recordation: May 31, 2012 – Recorded in the Conveyance Records of Plaquemines,
Parish, Book 1269, Page 806, File # 2012-00002173
BOEM approved 7/24/12

Assignment #2: N

Assignor: Houston Energy Deepwater Ventures III, LLC
Assignee: LLOG Exploration Offshore, L.L.C. (4.90567%), et al - 10% total Record Title interest in Lease # 1 Above
Eff. Date: January 16, 2012
Recordation: August 13, 2012 – Recorded in the Conveyance Records of Plaquemines, Parish, Book 1275, Page 593, File # 2012-00003738
BOEM approved 10/2/12

Assignment #3: Q

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C. - 26.57474% Record Title interest in Lease # 1 Above
Eff. Date: August 1, 2012
Recordation: November 27, 2012 – Recorded in the Conveyance Records of Plaquemines, Parish, Book 1282, Page 655, File # 2012-00005399
BOEM approved 1/7/13

Assignment #4: W

Assignor: LLOG Bluewater Holdings, L.L.C. (26.57474%), et al
Assignee: ConocoPhillips Company - 100% total Operating Rights interest from 22,000' TVDSS to 99,999' TVDSS in Lease # 1 Above
Eff. Date: January 10, 2012
Recordation: September 29, 2015 – Recorded in the Conveyance Records of Plaquemines, Parish, Book 1348, Page 153, File # 2015-00003737
BOEM approved 10/13/15

f. Mississippi Canyon 385 (String Music)

Lease #1 (OCS-G 35821) – MC 385

Lessor: United States of America
Lessee: Deep Gulf Energy III, LLC
Date: July 1, 2016
Recordation: August 5, 2016 – Recorded in the Conveyance records of Plaquemines Parish, Book 1363, Page 263, File # 2016-00003225
Lease Description: All of Block 385, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10

Assignment #1: C

Assignor: Deep Gulf Energy III, LLC
Assignee: LLOG Bluewater Holdings, L.L.C. (24.75%), et al - 25% total Record Title interest in Lease # 1 Above
Eff. Date: September 1, 2017
Recordation: November 13, 2017 – Recorded in the Conveyance Records of Plaquemines, Parish, Book 1389, Page 182, File # 2017-00004323
BOEM Approved 11/15/2017

g. Mississippi Canyon 387 (Nearly Headless Nick)

Lease #1 (OCS-G 22873) MC 387

Lessor: United States of America
Lessee: Conoco Inc.
Date: May 1, 2001
Recordation: October 21, 2010 – Recorded in the Conveyance records of Plaquemines Parish, Book 1323, Page 209, File # 2010-00004233
Lease Description: All of Block 387, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10 (Record Title and Operating Rights from surface to 22,000' TVD)

Assignment #1: T

Assignor: ConocoPhillips Company
Assignee: LLOG Exploration Offshore, L.L.C. (26.84317%), et al - 100% total Record Title interest in Lease #1 Above
Eff. Date: January 10, 2012
Recordation: May 31, 2012, Recorded in the Conveyance records of Plaquemines Parish, Book 1270, Page 19, File # 2012-000002159
BOEM Approved 7/13/2012

Assignment # 2: EE

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C. - 26.57474% Record Title interest in Lease #1 Above
Eff. Date: August 1, 2012
Recordation: November 27, 2012 – Recorded in the Conveyance Records of Plaquemines, Parish, Book 1282, Page 655, File # 2012-00005399
BOEM approved 12/21/12 and 1/2/13

Assignment # 3: HHH

Assignor: LLOG Bluewater Holdings, L.L.C. (26.57474%), et al
Assignee: ConocoPhillips Company - 100% total Operating Rights from 22,000'
TVDSS to 99,999' TVDSS in Lease #1 Above
Eff. Date: January 10, 2012
Recordation: September 29, 2015, Recorded in the Conveyance Records of
Plaquemines Parish, Book 1348, Page 217, File # 2015-00003740
BOEM Approved 11/2/2015

h. Mississippi Canyon 386/431 (SoB II)

Lease #1 (OCS-G 34438) MC 386

Lessor: United States of America
Lessee: LLOG Exploration Offshore, L.L.C.
Date: November 1, 2012
Recordation: November 7, 2012 – Recorded in the Conveyance records of
Plaquemines Parish, Book 1281, Page 141, File # 2012-00005004
Lease Description: All of Block 386, Mississippi Canyon, OCS Official Protraction
Diagram, NH 16-10.

Lease #2 (OCS-G 22877) MC 431

Lessor: United States of America
Lessee: Conoco Inc.
Date: June 1, 2001
Recordation: October 21, 2010 – Recorded in the Conveyance records of
Plaquemines Parish, Book 1233, Page 385, File # 2010-00004234
Lease Description: All of Block 431, Mississippi Canyon, OCS Official Protraction
Diagram, NH 16-10 (Record Title and Operating Rights from
surface to 22,000' TVD)

Assignment #1: T

Assignor: ConocoPhillips Company
Assignee: LLOG Exploration Offshore, L.L.C. (26.84317%), et al - 100% total
Record Title interest in Lease #2 Above
Eff. Date: January 10, 2012
Recordation: May 31, 2012, Recorded in the Conveyance records of Plaquemines
Parish, Book 1270, Page 19, File # 2012-000002159
BOEM Approved 7/13/2012

Assignment # 2: EE

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C. - 26.57474% Record Title interest in Lease #2 Above
Eff. Date: August 1, 2012
Recordation: November 27, 2012 – Recorded in the Conveyance Records of Plaquemines, Parish, Book 1282, Page 655, File # 2012-00005399
BOEM approved 12/21/12 and 1/2/13

Assignment # 3: CC

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C. - 26.57474% Record Title interest in Lease #1 Above
Eff. Date: November 1, 2012
Recordation: November 27, 2012 – Recorded in the Conveyance Records of Plaquemines, Parish, Book 1283, Page 612, File # 2012-00005391
BOEM Approved 1/9/13

Assignment # 4: III

Assignor: LLOG Bluewater Holdings, L.L.C. (26.57474%), et al
Assignee: ConocoPhillips Company - 100% total Operating Rights from 22,000' TVDSS to 99,999' TVDSS in Lease #2 Above
Eff. Date: January 10, 2012
Recordation: September 29, 2015, Recorded in the Conveyance records of Plaquemines Parish, Book 1348, Page 238, File # 2015-00003741
BOEM Approved 10/7/2015

i. Mississippi Canyon 565/ 609 (Calliope)

Lease #1 (OCS-G 34447) MC 565

Lessor: United States of America
Lessee: LLOG Exploration Offshore, L.L.C.
Date: November 1, 2012
Recordation: October 17, 2012 – Recorded in the Conveyance records of Plaquemines Parish, Book 1279, Page 121, File # 2012-00004673

Lease Description: All of Block 565, Mississippi Canyon, OCS Official Protraction Diagram, NH 16 (Record Title and Operating Rights as described below)

Lease #2 (OCS-G 34452) MC 609

Lessor: United States of America
Lessee: Red Willow Offshore, LLC and Houston Energy, L.P.
Date: November 1, 2012
Recordation: March 15, 2013 – Recorded in the Conveyance records of Plaquemines Parish, Book 1291, Page 109, File # 2013-00001216
Lease Description: N/2 of Block 609, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, from Surface down to 20,000' TVDSS.

Assignment # 1: 565B

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C. - 99% Record Title interest in Lease #1 Above
Eff. Date: November 1, 2012
Recordation: November 27, 2012 – Recorded in the Conveyance Records of Plaquemines, Parish, Book 1282, Page 629, File # 2012-00005394
BOEM Approved 1/9/13

Assignment #2: 609B

Assignor: LLOG Bluewater Holdings, L.L.C. (74.25%), et al
Assignee: Ridgewood Calliope, LLC et al. – 75% total Operating Rights interest in S/2 from surface to 20,000' TVDSS in Lease #1 Above
Eff. Date: June 30, 2016
Recordation: August 17, 2016 – Recorded in the Conveyance Records of Plaquemines, Parish, Book 1363, Page 852, File # 2016-00003411
BOEM approved 9/6/2016

Assignment #3: 565H

Assignor: LLOG Bluewater Holdings, L.L.C. (49.5%), et al
Assignee: Ridgewood Barataria, LLC et al. – 50% total Operating Rights interest in N/2 from surface to 20,000' TVDSS in Lease #1 Above
Eff. Date: June 30, 2016
Recordation: August 17, 2016 – Recorded in the Conveyance Records of Plaquemines, Parish, Book 1363, Page 877, File # 2016-00003415
BOEM approved 9/6/2016

Assignment #4: 609A

Assignor: Ridgewood Calliope, LLC et al
Assignee: LLOG Bluewater Holdings, L.L.C. (24.75%), et al - 25% total Operating Rights interest in N/2 from surface to 20,000' TVDSS in Lease #2 Above
Eff. Date: June 30, 2016
Recordation: August 17, 2016 -- Recorded in the Conveyance Records of Plaquemines, Parish, Book 1363, Page 834, File # 2016-00003410
BOEM approved 9/6/2016

Assignment #5: 609C

Assignor: Red Willow Offshore, LLC
Assignee: LLOG Bluewater Holdings, L.L.C. (3.80769%), et al - 12% Operating Rights interest in N/2 from surface to 20,000' TVDSS in Lease # 2 Above
Eff. Date: September 2, 2016
Recordation: December 28, 2016 -- Recorded in the Conveyance Records of Plaquemines, Parish, Book 1371, Page 200, File # 2016-00005162
BOEM approved 3/3/2017

Assignment # 6: 609D

Assignor: Red Willow Offshore, LLC
Assignee: LLOG Bluewater Holdings, L.L.C. (3.80769%), et al - 12% total Operating Rights interest in S/2 from surface to 20,000' TVDSS in Lease #1 Above
Eff. Date: September 2, 2016
Recordation: December 28, 2016 -- Recorded in the Conveyance Records of Plaquemines, Parish, Book 1371, Page 210, File # 2016-00005163
BOEM approved 1/11/2017

Assignment # 7: 609O

Assignor: LLOG Bluewater Holdings, L.L.C. (0.38077%), et al
Assignee: Houston Energy Deepwater Ventures X, LLC - 7.5% total Operating Rights interest in N/2 from surface to 20,000' TVDSS in Lease #2 Above
Eff. Date: October 30, 2016
Recordation: November 27, 2017 -- Recorded in the Conveyance Records of Plaquemines, Parish, Book 1389, Page 489, File # 2017-00004453
BOEM approved 12/7/2017

Assignment # 8: 609P

Assignor: LLOG Bluewater Holdings, L.L.C. (0.38077%), et al

Assignee: Houston Energy Deepwater Ventures X, LLC - 7.5% total Operating Rights interest in S/2 from surface to 20,000' TVDSS in Lease #1 Above
Eff. Date: October 30, 2016
Recordation: December 7, 2017 – Recorded in the Conveyance Records of Plaquemines, Parish, Book 1390, Page 54, File # 2017-00004610
BOEM approved 12/7/2017

j. Mississippi Canyon 705 (Biddy Ball)

Lease #1 (OCS-G 31521) – MC 705

Lessor: United States of America
Lessee: LLOG Exploration Offshore, Inc.
Date: February 1, 2008
Recordation: March 5, 2008 – Recorded in MOB 140, page 474, File #10813825 Jefferson Parish and December 12, 2013 in the Conveyance records of Plaquemines Parish, Book 1308, Page 128, File # 2013-00005529
Lease Description: All of Block 705, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10.

Assignment #1: E

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C. - 99% Record Title interest in Lease #1 Above
Eff. Date: August 1, 2012
Recordation: November 27, 2012– Recorded in the Conveyance Records of Plaquemines, Parish, Book 1282, Page 655, File # 2012-00005399 and in the Conveyance Records of Jefferson Parish, Book 3306, Page 83, File #11255786

k. Mississippi Canyon 727/771 (Kodiak)

Lease #1 (OCS-G 24102) – MC 727

Lessor: United States of America
Lessee: BP Exploration & Production Inc.
Date: June 1, 2002
Recordation: August 9, 2012 – Recorded in the Conveyance records of Plaquemines Parish, Book 1275, Page 255, File # 2012-00003668
Lease Description: NE 1/4 and S 1/2 of Block 727, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10 - Record title; Operating Rights from 17,500' TVDSS down to 99,999' TVDSS

Lease # 2 (OCS-G 24107) – MC 771

Lessor: United States of America
Lessee: Dominion Exploration & Production, Inc.
Date: June 1, 2002
Recordation: May 4, 2004 – Recorded in the Conveyance records of
Plaquemines Parish, Book 1065, Page 298, File # 2004-00001435
Lease Description: Block 771, Mississippi Canyon, OCS Official Protraction
Diagram, NH 16-10 – Record Title in N/2; Operating Rights in all
of Block from 17, 500' TVDSS down to 99,999' TVDSS

Assignment #1: A-C

Assignor: Deep Gulf Energy II, LLC
Assignee: LLOG Bluewater Holdings, L.L.C., et al as follows to LLOG Bluewater
Holdings:
Record Title 38.82354%; Operating Rights 24.75% in Lease #1 and
Operating Rights 24.75% in Lease #2 from 17,500' TVDSS down to
99,999' TVDSS
Eff. Date: April 1, 2013
Recordation: July 31, 2013 – Recorded in the Conveyance Records of Plaquemines,
Parish, Book 1299, Page 84, File # 2013-00003342

Assignment #2: G

Assignor: Eni Petroleum US LLC
Assignee: LLOG Bluewater Holdings, L.L.C. (18.5625%), et al – 75% total Record
Title interest in N/2 of Lease #2
Eff. Date: December 17, 2013
Recordation: May 30, 2014 – Recorded in the Conveyance Records of Plaquemines,
Parish, Book 1318, Page 849, File # 2014-00002155
BOEM approved 8/26/14

Assignment #3: F

Assignor: LLOG Bluewater Holdings, L.L.C. (18.5625%), et al
Assignee: Eni Petroleum US I.L.C. - 75% total Operating Rights interest in N/2 from
surface down to 17,500' TVDSS in Lease #2
Eff. Date: December 17, 2013
Recordation: May 30, 2014 – Recorded in the Conveyance Records of Plaquemines,
Parish, Book 1318, Page 866, File # 2014-00002156
BOEM approved 8/26/14

1. Mississippi Canyon 751 (Goose)

Lease #1 (OCS-G 33175) – MC 751

Lessor: United States of America
Lessee: LLOG Exploration Offshore, Inc.
Date: June 1, 2009
Recordation: June 11, 2009 – Recorded in the Conveyance records of
Plaquemines Parish, Book 1205, Page 389, File # 2009-00002431
Lease Description: All of Block 751, Mississippi Canyon, OCS Official Protraction
Diagram, NH 16-10

Assignment #1: E

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C. - 98.7525% Record Title interest in
Lease #1 Above
Eff. Date: August 1, 2012
Recordation: November 27, 2012– Recorded in the Conveyance Records of
Plaquemines, Parish, Book 1282, Page 639, File # 2012-00005396
BOEM approved 1/9/13

m. **Mississippi Canyon 895 (Ourse)**

Lease #1 (OCS-G 33764) – MC 895

Lessor: United States of America
Lessee: Ridgewood Energy Corporation, Houston Energy, L.P. Red
Willow Offshore, LLC
Date: July 1, 2010
Recordation: November 16, 2010 – Recorded in the Conveyance records of
Plaquemines Parish, Book 1234, Page 623, File # 2010-00004596
Lease Description: All of Block 895, Mississippi Canyon, OCS Official Protraction
Diagram, NH 16-10.

Assignment #1: A

Assignor: Houston Energy, L.P.
Assignee: LLOG Exploration Offshore, L.L.C. - 12.5% Record Title interest in
Lease #1 Above
Eff. Date: July 3, 2010
Recordation: February 11, 2011 – Recorded in the Conveyance Records of
Plaquemines, Parish, Book 1240, Page 802, File # 2011-00000634
BOEM approved 1/27/11

Assignment #2: I

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C. - 12.375% Record Title interest in
Lease #1 Above
Eff. Date: August 1, 2012
Recordation: November 27, 2012– Recorded in the Conveyance Records of
Plaquemines, Parish, Book 1282, Page 655, File # 2012-00005399
BOEM approved 1/9/2013

Assignment #3: J

Assignor: Houston Energy, L.P.
Assignee: LLOG Bluewater Holdings, L.L.C. (18.5625%), et al - 18.75% total
Record Title interest in Lease #1 Above
Eff. Date: January 15, 2013
Recordation: February 28, 2013– Recorded in the Conveyance Records of Plaquemines,
Parish, Book 1290, Page 339, File # 2013-00000979
BOEM approved 4/2/2013

n. South Timbalier 231/232 (Powerball)

Lease #1 (OCS-G 31416) – ST 231

Lessor: United States of America
Lessee: LLOG Exploration Offshore, Inc.
Date: February 1, 2008
Recordation: Recorded in the conveyance records of Lafourche Parish in Book
1730, Page 491, File #1044605
Lease Description: All of Block 231, South Timbalier Area, South Addition, OCS
Leasing Map, Louisiana Map No. 6A.

Lease #2 (OCS-G 32218) – ST 232

Lessor: United States of America

Lessee: LLOG Exploration Offshore, Inc.
Date: July 1, 2008
Recordation: Recorded in the conveyance records of Lafourche Parish in Book 1746, Page 690, File # 1052573
Lease Description: All of Block 232, South Timbalier Area, South Addition, OCS Leasing Map, Louisiana Map No. 6A.

Assignment #1:

Assignor: LLOG Exploration Offshore, L.L.C.
Assignee: LLOG Bluewater Holdings, L.L.C. - 99% Record Title interest in Lease Nos. 1 and 2 above.
Eff. Date: August 1, 2012
Recordation: November 27, 2012 Recorded in the Conveyance records of Lafourche Parish in Book 1906, beginning at Page 142 under File No. 1145259
BOEM approved 12/28/12 and 12/21/12

Assignment #3:

Assignor: LLOG Bluewater Holdings, L.L.C. (24.75%), et al
Assignee: Walter Oil & Gas Corporation - 25% total Record Title interest in Lease Nos. 1 and 2 above.
Eff. Date: May 18, 2012
Recordation: May 24, 2013 Recorded in the conveyance records of Lafourche Parish in Book 1927, beginning at Page 57 under File No. 1156790
BOEM approved 6/18/13

**UNANIMOUS WRITTEN CONSENT OF THE MAJORITY MEMBERS OF
LLOG BLUEWATER, L.L.C.**

October 18, 2018

The undersigned majority members (each, a "Member," and collectively, the "Majority Members") of LLOG Bluewater, L.L.C., a Delaware limited liability company ("Bluewater"), collectively hold a majority of the issued and outstanding Common Interests (as such term is defined in that certain Limited Liability Company Agreement of Bluewater, dated as of November 27, 2012, as amended) of Bluewater and collectively have voting power on the matters set forth below, hereby take the following actions and adopt by written consent the following resolutions.

WHEREAS, it is proposed that LLOG Bluewater, L.L.C. enter into that certain Credit Agreement, to be dated as of the date hereof (the "Credit Agreement"), by and among LLOG Bluewater, L.L.C., as borrower (the "Borrower"), the banks, financial institutions and other lending institutions from time to time parties as lenders thereto (each a "Lender" and, collectively, the "Lenders"), Citibank, N.A. ("Citibank"), as administrative agent and collateral agent (the "Collateral Agent") for the Lenders, as the swing line lender and an issuer of Letters of Credit, and each other Issuing Bank from time to time party thereto;

WHEREAS, the Borrower is the sole member and sole manager of LLOG Bluewater Holdings, L.L.C., a Delaware limited liability company ("Holdings"), and together with the Borrower, the "Companies" and each, individually, a "Company";

WHEREAS, as a condition to the extension of credit by the Lenders under the Credit Agreement to the Borrower, the relevant Lenders have required that the Borrower guaranty the Obligations described thereunder and to secure its obligations in respect of such guaranty by granting a first priority security interest in and lien upon all or substantially all of the assets of the Borrower in favor of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, as a condition to the extension of credit by the Lenders under the Credit Agreement to the Borrower, the relevant Lenders have required that Holdings guaranty the Obligations described thereunder;

WHEREAS, the Borrower will receive direct and indirect benefits from the transactions contemplated by the Credit Agreement, the terms and conditions of which have been previously reviewed by each Member, and consequently, the Borrower desires to enter into the Credit Agreement, (ii) the Guarantee, (iii) the Collateral Agreement, and (iv) each Mortgage (collectively, the "Loan Documents"), and, to the extent the Borrower is a party thereto, the Additional Loan Documents (as defined below) and the transactions contemplated thereby;

WHEREAS, Holdings will receive direct and indirect benefits from the transactions contemplated by the Credit Agreement, the terms and conditions of which have been previously reviewed by each Member, and consequently, Holdings desires to enter into the Guarantee, and, to the extent Holdings is a party thereto, the Additional Loan Documents and the transactions contemplated thereby;

WHEREAS, each Member deems the execution and delivery of the Loan Documents and the Additional Loan Documents, and the transactions consummated thereby, to be desirable, advisable and in the best interest of each Company; and

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

1. **Loan Documents.**

NOW, THEREFORE, BE IT RESOLVED, that the execution and delivery of the Loan Documents by each Company in substantially the form previously submitted to each Member and the consummation of the transactions contemplated thereunder by each Company, including (i) the borrowing of funds under the Credit Agreement, (ii) the grant of security interests in and liens upon substantially all of the Borrower's assets in favor of the Secured Parties to secure the Obligations and (iii) the execution, delivery and performance of all other agreements, instruments, documents, notices or certificates constituting exhibits to or that may be required, necessary, appropriate, desirable or advisable to be executed and delivered pursuant to the Loan Documents or otherwise permitted thereunder or related thereto, including interest rate, currency or commodity hedging arrangements (each, an "Additional Loan Document" and, collectively, the "Additional Loan Documents"), and (iv) the making of representations and compliance with the covenants thereunder and the assumption of any obligations under and in respect of any of the foregoing, are hereby authorized and approved, and that any chief executive officer, chief operating officer, chief financial officer, treasurer, assistant treasurer, president, vice president, secretary, assistant secretary, treasurer or assistant treasurer of each Company (each, an "Authorized Officer" and collectively, the "Authorized Officers"), any one of whom may act without the joinder of any of the others, is hereby severally authorized, empowered and directed, in the name and on behalf of each Company, to execute and deliver each Loan Document and each Additional Loan Document to which any or all of the Companies are a party, with such changes therein and additions thereto as any such Authorized Officer, in his or her sole discretion, may deem necessary, convenient, appropriate, advisable or desirable, the execution and delivery of such Loan Documents and such Additional Loan Documents with any changes thereto by any such Authorized Officer, to be conclusive evidence that such Authorized Officer deemed such changes to meet such standard; and be it

FURTHER RESOLVED, that, as used herein, the term "Additional Loan Documents" shall include, but not be limited to:

- (a) the Loan Documents to which any or all of the Companies are a party;
- (b) any promissory note;
- (c) any lien subordination or intercreditor agreement; and
- (d) all other documents, certificates or agreements necessary, proper or advisable to consummate the transactions contemplated by the Loan Documents; and be it

FURTHER RESOLVED, that the signature of any Authorized Officer to any Loan Document or Additional Loan Document to which any or all of the Companies are a party shall be

conclusive evidence of the authority of such Authorized Officer to execute and deliver such Loan Document or Additional Loan Document; and be it

FURTHER RESOLVED, that each Authorized Officer of each Company, any one of whom may act without the joinder of any of the others, are hereby severally authorized, in the name of and on behalf of each Company, to take all actions (including, without limitation, (i) the negotiation, execution, delivery, filing and authorization to file, of any agreements, certificates, instruments or documents (including mortgages, deeds of trust, financing statements and similar documents), (ii) the modification or amendment of any of the terms and conditions of any Loan Document and any Additional Loan Document, (iii) the payment of any consideration and (iv) the payment of indemnities, fees, costs, expenses and taxes) as any such Authorized Officer, in his or her sole discretion, may deem necessary, appropriate or advisable (such acts to be conclusive evidence that such Authorized Officer deemed the same to meet such standard) in order to effect the transactions contemplated under any Loan Documents and any Additional Loan Document, and all acts of any such Authorized Officer taken pursuant to the authority granted herein, or having occurred prior to the date hereof in order to effect such transactions, are hereby approved, adopted, ratified and confirmed in all respects; and be it

FURTHER RESOLVED, that each Authorized Officer of each Company, any one of whom may act without the joinder of any of the others, be, and hereby is, severally authorized, in the name and on behalf of each Company, to prepare any amendments, waivers, or consents under any Loan Document and/or any Additional Loan Document to which any or all of the Companies are a party as may be necessary, advisable or appropriate at any time or from time to time, which amendments, waivers or consents may provide for modifications or relief under such agreements or documents and may require consent payments, fees or other amounts payable in connection therewith, and that each Authorized Officer of each Company be, and hereby is, authorized, in the name and on behalf of each Company, to execute and deliver such amendments, waivers or consents under such agreements or documents as such Authorized Officer shall deem to be necessary, advisable or appropriate, such execution and delivery by such Authorized Officer to constitute conclusive evidence of his or her determination and approval of the necessity, appropriateness or advisability thereof; and be it

FURTHER RESOLVED, that each Authorized Officer of each Company, any one of whom may act without the joinder of any of the others, be, and hereby is, severally authorized, in the name and on behalf of each Company, to negotiate, approve, execute and deliver any Additional Loan Documents, including, for the avoidance of doubt, approving the format of and terms of and executing and delivering any such schedules, confirmations and other documents in connection with the Additional Loan Documents, and to take any such actions as any such Authorized Officer may deem necessary and appropriate in connection with such Loan Documents; and be it

FURTHER RESOLVED, that any person dealing with any Authorized Officer of each Company in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such officer and by his or her execution of any document or agreement, the same shall be valid and binding obligations of each Company enforceable in accordance with its terms; and be it

FURTHER RESOLVED, that each Member hereby authorizes all current and future subsidiaries of each Company, to the extent applicable, to execute all agreements or documents as may be contemplated by each Loan Document and each Additional Loan Document; and be it

FURTHER RESOLVED, that the Authorized Officers be, and each hereby is, authorized and empowered, to take all such further actions including, without limitation, to pay all fees and expenses in accordance with the terms of the Loan Documents to which any or all of the Companies are a party and any additional documents, to arrange for and enter into supplemental agreements, instruments, certificates or documents relating to the transactions contemplated by the Loan Documents and any additional documents and to execute and deliver all such supplemental agreements, instruments, certificates or documents in the name and on behalf of each Company under its company seal or otherwise, which shall in their sole judgment be necessary, proper or advisable in order to perform each Company's obligations under or in connection with the Loan Documents and any additional documents and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolutions.

2. **General Authority.**

RESOLVED, that each Authorized Officer of each Company, any one of whom may act without the joinder of any of the others, is hereby severally authorized, in the name of and on behalf of each Company, to take all such further actions, including, but not limited to, (i) the negotiation of such additional agreements, amendments, supplements, consents, waivers, reports, documents, instruments, applications, notes or certificates currently unknown but which may be required, (ii) the negotiation of such changes and additions to any agreements, amendments, supplements, consents, waivers, reports, documents, instruments, applications, notes or certificates currently existing or currently unknown but which may be required, (iii) the execution, delivery, filing (if applicable) and performance of any of the foregoing, and (iv) the payment of all fees, consent payments, taxes, indemnities and other expenses as any such Authorized Officer, in his or her sole discretion, may approve or deem necessary, appropriate or advisable in order to carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby, all of such actions, executions, deliveries, filings and payments to be conclusive evidence of such approval or that such Authorized Officer deemed the same to be so necessary, appropriate or advisable; and that all such actions, executions, deliveries, filings and payments taken or made at any time in connection with the transactions contemplated by the foregoing resolutions are hereby approved, adopted, ratified and confirmed in all respects as the acts and deeds of each Company as if specifically set out in these resolutions; and be it

FURTHER RESOLVED, that this Consent shall be filed with the records of the meetings of the Board of Managers; and be it

FURTHER RESOLVED, that this Consent may be executed and delivered electronically (including by facsimile or portable document format (pdf) transmission). Facsimile and other electronic copies of manually-signed originals shall have the same effect as manually-signed originals and shall be binding on the Board of Managers.

2. **Ratification of Past Acts.**

RESOLVED, that all actions taken by the Authorized Officers of either Company prior to the date of this Consent, which are within the authority conferred hereby are hereby in all respects authorized, ratified, confirmed and approved.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date first written above.

SERIES A MEMBER:

LLOG Deepwater Investments, L.L.C.

By: 

Name: Philip Cossich

Title: Chief Financial Officer and Treasurer

**SERIES B MEMBER / PREFERRED
MEMBER:**

Stork Holdings I, LLC

By: _____

A handwritten signature in black ink, appearing to be 'CP' with a horizontal line extending to the right, positioned above a horizontal line.

Name: Christopher Placca

Title: Treasurer