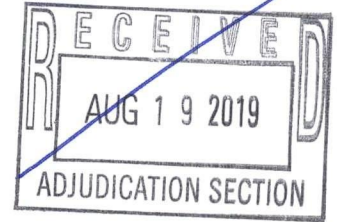


August 16, 2019

Bureau of Ocean Energy Management,
Enforcement and Regulation
U.S. Department of the Interior
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2392
Attention: Adjudication



Re: First National Bank of Central Texas.
Non-Required Document Filing
Lease files: See Exhibit A (Texas)
Our File No.: 16506100

Dear Filing Officer,

I have enclosed the following documents pertaining to the leases on Exhibit A (Texas). These documents are submitted for filing purposes only, in order to put third persons on notice as to their execution and efficacy.

1. Deed of Trust, Security Agreement, Financing Statement and Assignment of Production effective as of August 7, 2019 from Sanare Energy Partners, LLC as Grantor and Debtor to Randall W. Crawford, as Trustee for the Benefit of the First National Bank of Central Texas, as Mortgagee and Secured Party (Category 1) (Fees: 4*29=\$116)
2. UCC-1 Financing Statement (Category 3) (Fees: 4*29=\$116)

Please file these documents, together with a copy of this letter, in the record files for the leases listed on Exhibit A. Payment receipts are attached as evidence of payment.

Please stamp date a copy of this letter and attachments as evidence of filing and return to the undersigned.

Please contact me with any questions at 985-778-8103 or 504-582-8269. Thank you.

Yours truly,

Robin M. Riviere
Paralegal

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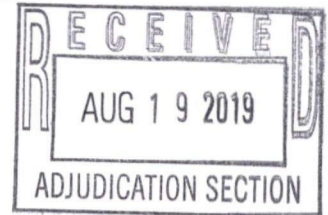
EXHIBIT A
TEXAS LEASE NUMBERS
OCS-G

TAB	LEASE #
1.	2391
2.	3241
3.	22268
4.	35743

{N3870166.1}

Bureau of Ocean Energy Management,
Enforcement and Regulation
U.S. Department of the Interior
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2392
Attention: Adjudication
Page 2

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.



STATE OF TEXAS
COUNTY OF HARRIS

DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION
FROM
SANARE ENERGY PARTNERS, LLC,
AS GRANTOR AND DEBTOR,
TO

RANDALL W. CRAWFORD, AS TRUSTEE FOR THE BENEFIT OF

THE FIRST NATIONAL BANK OF CENTRAL TEXAS,
AS MORTGAGEE AND SECURED PARTY

THIS INSTRUMENT IS, AMONG OTHER THINGS, A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE COVERING AS-EXTRACTED COLLATERAL (INCLUDING OIL AND GAS), ACCOUNTS RESULTING FROM THE SALE OF AS-EXTRACTED COLLATERAL (INCLUDING OIL AND GAS), AND GOODS WHICH ARE, OR ARE TO BECOME, FIXTURES ON THE REAL PROPERTY HEREIN DESCRIBED. THE OIL AND GAS INTERESTS OR ACCOUNTS INCLUDED IN THE MORTGAGED PROPERTY WILL BE FINANCED AT THE WELLHEADS LOCATED ON THE REAL PROPERTY DESCRIBED IN EXHIBIT A ATTACHED HERETO. THIS INSTRUMENT IS TO BE RECORDED IN THE REAL ESTATE RECORDS OF THE COUNTY RECORDER OF EACH TEXAS COUNTY IN WHICH (OR, FOR ANY COLLATERAL COVERED HEREBY LOCATED ON THE OUTER CONTINENTAL SHELF, ADJACENT TO WHICH) IS SITUATED ANY OF THE COLLATERAL COVERED HEREBY. THE REAL PROPERTY SUBJECT HERETO IS DESCRIBED IN EXHIBIT A ATTACHED HERETO.

THIS INSTRUMENT CONTAINS AFTER ACQUIRED PROPERTY PROVISIONS. GRANTOR OWNS, OR WILL OWN, A RECORD INTEREST IN THE MORTGAGED PROPERTY.

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

RECORDED COUNTERPARTS SHOULD BE RETURNED TO:

JONES WALKER LLP
201 ST. CHARLES AVENUE, FLOOR 50
NEW ORLEANS, LA 70170
ATTN: DAVID HUNTER

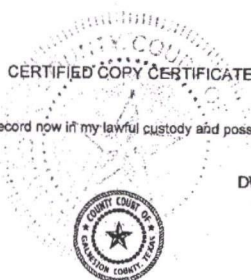
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STATE OF TEXAS
COUNTY OF GALVESTON

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I hereby certify on August 12, 2019

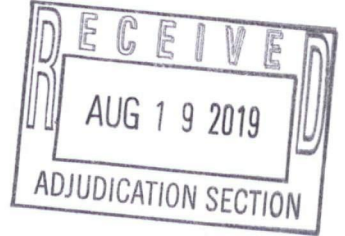
CERTIFIED COPY CERTIFICATE



DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: [Signature] DEPUTY
Tracy McMeekin

STATE OF TEXAS
COUNTY OF HARRIS



**DEED OF TRUST,
SECURITY AGREEMENT, FINANCING STATEMENT AND
ASSIGNMENT OF PRODUCTION**

This Deed of Trust, Security Agreement, Financing Statement and Assignment of Production ("Agreement" or "Deed of Trust") is from Sanare Energy Partners, LLC ("Grantor" or the "Grantor"), a Delaware limited liability company, whose address is 11 Greenway Plaza, Suite 2800, Houston, Texas 77046, unto Randall W. Crawford, whose address is 1835 N. Valley Mills Drive, Waco, Texas 76710, as trustee ("Trustee" or the "Trustee"), for the benefit of The First National Bank of Central Texas ("Beneficiary" or the "Beneficiary"), a national banking association with an address of 1835 N. Valley Mills Drive, Waco, Texas 76710, Attn: Randall W. Crawford. Unless otherwise defined herein, all terms with their initial letter capitalized shall have the meaning given such terms in the Loan Agreement.

Whereas, to induce the Beneficiary to enter into that certain Loan Agreement dated August 2, 2017 between Grantor and the Beneficiary (the "Loan Agreement") and as required under the Loan Agreement with respect to after-acquired properties, Grantor hereby has agreed to execute and deliver this Deed of Trust to Trustee the benefit of for the Beneficiary.

Therefore, in order to comply with the terms and conditions of the Loan Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, intending to be legally bound hereby agrees with the Trustee and the Beneficiary as follows:

SECTION 1. GRANT OF LIEN AND POWER OF SALE; OBLIGATIONS SECURED

1.1 Granting Clause. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined herein) and the performance of the covenants and obligations herein contained, for and in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and confessed by the Grantor, the Grantor has GRANTED, BARGAINED, SOLD, PLEDGED, ASSIGNED, CONVEYED, TRANSFERRED and SET OVER with POWER OF SALE (to the extent now or hereafter permitted by law) and by these presents does hereby GRANT, BARGAIN, SELL, PLEDGE, ASSIGN, CONVEY, TRANSFER and SET OVER with POWER OF SALE (to the extent now or hereafter permitted by law) unto Trustee and Trustee's substitutes or successors, and its and their assigns (or alternatively, and only with respect to jurisdictions which require Grantor to convey directly to Beneficiary that portion of the Mortgaged Property situated in such jurisdiction, unto Beneficiary and Beneficiary's successors, legal representatives and assigns) for the benefit of, and unto, Beneficiary and Beneficiary's successors in title and assigns, all of Grantor's real and personal property, rights, titles, interests and estates as more fully described in this Section 1.1 and the subparagraphs thereunder (but in all cases excluding all Excluded Assets) (collectively, the "Mortgaged Property"), the inclusion of certain specific types and items of property and

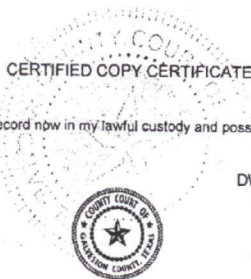
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STATE OF TEXAS
COUNTY OF GALVESTON

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DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: Tracy McMeekin DEPUTY
Tracy McMeekin

interests in one or more of the following paragraphs not being intended in any way to limit the effect of the more general descriptions:

(a) All rights, titles, interests and estates now owned or hereinafter acquired by the Grantor in and to the oil and gas leases and/or oil, gas and other mineral leases and other interests and estates and the lands and premises covered or affected thereby which are described on Exhibit A attached hereto (collectively called the "Oil and Gas Property"), including without limitation, the undivided interests of the Grantor which are more particularly described on Exhibit A attached hereto. The term "oil, gas and mineral leases," as used in this instrument and in Exhibit A, includes, in addition to oil, gas and mineral leases, oil and gas leases, oil, gas and sulfur leases, other mineral leases, co-lessor's agreement and extensions, amendments, ratifications and subleases of all or any of the foregoing, all as may be appropriate.

(b) All rights, titles, interests and estates now owned or hereinafter acquired by the Grantor in and to (i) the properties now or hereinafter pooled or unitized with the Oil and Gas 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) and any amendments thereto from time to time which may affect all or any portion of the Oil and Gas Property including, without limitation, those units which may be described or referred to on Exhibit A; (iii) all operating agreements, production sales or other contracts, farmout agreements, farm-in and farm-out agreements, area of mutual interest agreements, equipment leases and other agreements described or referred to in this Deed of Trust or which relate to any of the Oil and Gas Property or interests in the Oil and Gas Property described or referred to herein or on Exhibit A and any amendments thereto from time to time and to the production, sale, purchase, exchange, processing, handling, storage, transporting or marketing of the Hydrocarbons (hereinafter defined) from or attributable to such Oil and Gas Property or interests (the "Subject Contracts"); (iv) all geological, geophysical, engineering, accounting, title, legal, and other technical or business data concerning the Oil and Gas Property, the Hydrocarbons, or any other item of Mortgaged Property which is in the possession of the Grantor or in which the Grantor can otherwise grant a security interest, and all books, files, records, magnetic media, computer records, and other forms of Grantor in whatever medium recorded; and (v) the Oil and Gas Property described on Exhibit A and covered by this Deed of Trust even though the Grantor's interests therein be incorrectly described or a description of a part or all of such Oil and Gas Property or the Grantor's interests therein be omitted; it being intended by the Grantor and the Beneficiary herein to pledge, cover and affect hereby all interests which the Grantor may now own or may hereafter acquire in and to the Oil and Gas 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 of the Grantor's rights, titles and interests in and to all surface fees and fee estates described in Exhibit A, compressor sites, settling ponds, equipment or pipe yards and all property and fixtures located thereon, whether such surface fees, fee estates, compressor sites, settling ponds, equipment or pipe yards are fee simple estates, leasehold estates or

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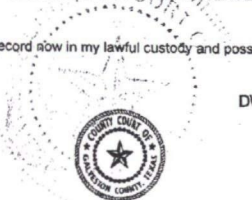
2

STATE OF TEXAS
COUNTY OF GALVESTON

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DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: Tracy McMeekin DEPUTY

otherwise, together with all present and future rights, titles, easements and estates now owned or hereafter acquired by the Grantor under or in connection with such interest (all of which properties described in this Section 1.1(c) are referred to collectively as the "Surface Rights").

(d) All rights, titles, interests and estates now owned or hereafter acquired by the Grantor in and to all oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products, by products and other substances, refined or separated therefrom and all other minerals (collectively called the "Hydrocarbons") in and under and which may be produced and saved from or attributable to the Oil and Gas Property, the lands pooled or unitized therewith and the Grantor's interests therein, including all oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to the Oil and Gas Property, the lands pooled or unitized therewith and the Grantor's interests therein which are subjected or required to be subjected to the Liens and security interests of this Deed of Trust and including specifically but without limitation all Liens and security interests in such Hydrocarbons securing payment of proceeds resulting from the sale of Hydrocarbons.

(e) All tenements, hereditaments whether corporeal or incorporeal, appurtenances and properties in any way appertaining, belonging, affixed or incidental to the Oil and Gas Property, rights, titles, interests and estates described or referred to in this Section 1.1, which are now owned or which may hereafter be acquired by the Grantor, including, without limitation, any and all property, real, personal or mixed, 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 Oil and Gas Property or the lands pooled or unitized therewith (excluding drilling rigs, vessels, trucks, automotive equipment or other personal property which may be taken to the premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells or other wells, buildings, 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, steam generation facilities, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing properties (collectively, "Personal Property").

(f) Any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien and security interest hereof by the Grantor or by anyone on the Grantor's behalf; and the Beneficiary is hereby authorized to receive the same at any time as additional security hereunder.

(g) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by the Grantor in and to the Mortgaged Property rights, titles, interests and estates and every part and parcel thereof, including, without limitation, the Oil and Gas 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 Liens otherwise expressly permitted to exist pursuant to the Loan Agreement to which any of the Oil and Gas Property

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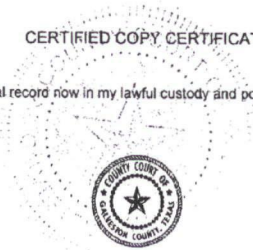
3

STATE OF TEXAS
COUNTY OF GALVESTON

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DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: Tracy McMeekin DEPUTY

rights, titles, interests or estates are subject, or otherwise; all rights of the Grantor to Liens and security interests securing payment of proceeds from the sale of production from the Oil and Gas Property; together with any and all renewals and extensions of any of the Oil and Gas 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 the Grantor in and to the Oil and Gas Property rights, titles, interests or estates.

(h) All present and future rights, titles, interests and estates whether now owned or hereafter acquired by Beneficiary whether by operation of law or otherwise in and to any pipeline system located on, under and across the lands and premises (the "Pipeline System") (including, without limitation, all rights to receive payments), more particularly described on Exhibit A and all of the rights of way, easements, servitudes, licenses, permits, leases, subleases, agreements, contracts, contract rights, tenements and appurtenances and other surface and subsurface rights (including all renewals, extensions, amendments, corrections, counterparts and ratifications thereof and substitutions and replacements therefore) incidental to or otherwise affecting the Pipeline System, including but not limited to those rights of way, permits, servitudes, and easements more fully described on Exhibit A together with any and all improvements or facilities of any kind whatsoever situated on or used in connection with the Pipeline System or any of the foregoing (including, without limitation, all pipelines, flow lines, gathering lines, pumps, compressors, separators, fittings, valves, meters, tanks, controls, panels, power facilities, drips, gates, appliances, connections, cathodic protection equipment, fences, buildings and power, telephone and telegraph lines), and any other rights, titles, interests or estates in the Pipeline System or any of the foregoing, owned or claimed by Grantor and used in connection with the Pipeline System of which the foregoing properties, real, personal and mixed, are a part.

(i) All property of every kind and character which the Grantor presently has or at any time hereafter acquires, whether real or personal property, tangible or intangible, or mixed, all other interests of every kind and character which the Grantor has or at any time hereafter acquires in and to the types and items of property and interests described in Sections 1.1(a) through (h) preceding, all property which is used or useful in connection with the Mortgaged Property, and the proceeds and products of all of the foregoing, whether now owned or hereafter acquired, including, without limitation:

(1) All present and future personal property;

(2) 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 1.1(i);

(3) 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

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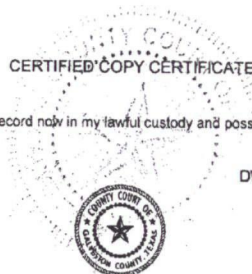
4

STATE OF TEXAS
COUNTY OF GALVESTON

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DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: Tracy McMeekin DEPUTY

collections with respect to, or insurance proceeds 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; and

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

(j) All right, title and interest of the Grantor in and to the Collateral (as defined in that certain Security Agreement made by the Parent and other grantors party thereto in favor of the Beneficiary contemporaneously with the Loan Agreement (the "Security Agreement")).

Notwithstanding any provision in this Deed of Trust to the contrary, in no event is any Excluded Asset (as defined below) included in the definition of "Mortgaged Property" or "Collateral" or encumbered or secured by this Deed of Trust.

Any fractions or percentages specified on Exhibit A in referring to the Grantor's interests are solely for purposes of the warranties made by the Grantor pursuant to Section 3.1 hereof and shall in no manner limit the quantum of interest affected by this Section 1.1 with respect to any Oil and Gas Property or with respect to any unit or well identified on Exhibit A.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the rights, privileges, contracts, hereditaments and appurtenances now or hereafter, at any time before the foreclosure or release hereof, in anywise appertaining or belonging thereto, (i) unto Trustee and Trustee's successors, assigns or substitutes, or (ii) alternatively, and only with respect to any jurisdictions which require Grantor to convey directly to the Beneficiary that portion of the Mortgaged Property situated in such jurisdictions, unto the Beneficiary and Beneficiary's successors in title and assigns, with power of sale, as hereinafter provided, for the uses and purposes hereinafter set forth, forever. Grantor hereby binds and obligates Grantor and Grantor's successor in title and assigns to warrant and forever defend, all and singular, the Mortgaged Property unto Trustee and Trustee's successors, assigns or substitutes, and unto Beneficiary and Beneficiary's successors in title and assigns, with power of sale, as hereinafter provided, against the lawful claims of any and all Persons whomsoever claiming or to claim the same or any part thereof.

Subject, however, to the condition that Beneficiary shall not be liable in any respect for the performance of any covenant or obligation of Grantor in respect of the Mortgaged Property. It is Grantor's intention that this instrument cover Grantor's entire right, title and interest in the Mortgaged Property, now owned or at an time hereafter acquired by Grantor on the property as set forth on Exhibit A.

1.2 Grant of Security Interest. The Grantor as debtor hereby grants to the Beneficiary, its successors in title and assigns, as secured party a security interest in and to all of the Grantor's right, title and interest in and to the following property of the Grantor now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in

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STATE OF TEXAS
COUNTY OF GALVESTON

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GALVESTON COUNTY, TEXAS

BY: Tracy McMeekin DEPUTY
Tracy McMeekin

the future may acquire any right, title or interest and whether now existing or hereafter coming into existence (but in all cases excluding all Excluded Assets) (collectively, the "Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined herein):

- (a) all Accounts relating to the Mortgaged Property;
- (b) all Inventory, Goods, Equipment and Fixtures relating to the Mortgaged Property;
- (c) all As-Extracted Collateral from or attributable to the Mortgaged Property (including the Hydrocarbons or the Accounts resulting from the sale thereof whether at the wellhead or minehead located on the land covered or affected by the Mortgaged Property);
- (d) all books and records pertaining the Mortgaged Property;
- (e) all Collateral (as defined in the Security Agreement); and
- (f) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given with respect to any of the foregoing.

1.3 This instrument and all Rights (as defined below), titles, interests and Liens (as defined below) created hereby or arising by virtue hereof are given to secure payment and performance of the following (collectively, the "Obligations"):

- (a) the due and punctual payment and performance by the Grantor of the unpaid principal of, and interest on, the Note (including interest accruing after the maturity of the Note and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), and all other present and future obligations and indebtedness, and all renewals, extensions, modifications and substitutions thereof, or any part thereof, of Grantor to the Beneficiary now existing or hercafter arising including, without limitation, the obligations and indebtedness of Grantor to the Beneficiary arising pursuant to the Loan Papers and all interest accruing thereon and attorneys' fees incurred in the enforcement or collection thereof, regardless of whether such obligations and indebtedness are direct, indirect, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several, including, but not limited to, the indebtedness and obligations evidenced by the Loan Agreement, the Note and by any and all other Loan Papers.
- (b) the performance of all covenants, agreements, obligations and liabilities of the Grantor under, in connection with, or pursuant to the provisions of the Note, this Deed of Trust, any other Loan Papers and any amendments, supplements, extensions, renewals, restatements, substitutions, replacements or modifications of any of the foregoing;
- (c) any sums which may be advanced or paid by the Beneficiary under the terms hereof or of the Loan Agreement or any other Loan Paper on account of the failure of

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6

STATE OF TEXAS
COUNTY OF GALVESTON

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GALVESTON COUNTY, TEXAS

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Tracy McMeekin

Grantor to comply with the covenants of Grantor contained herein, or the failure of any of Grantor to comply with the covenants of Grantor, as applicable, contained in the Loan Agreement or any other Loan Paper; and all other indebtedness of the Grantor arising pursuant to the provisions of this Deed of Trust, 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; and

(d) all renewals, extensions, modifications, amendments, increases and changes of, or substitutions or replacements for, all or any part of the Obligations described under the preceding paragraphs in this Section 1.3.

All of the Obligations referred to in this Section 1.3 shall be due and payable on or before the date on which the aggregate outstanding principal balance of the Note becomes due and payable in accordance with the provisions of the Loan Agreement.

1.4 Fixture Filing, Etc. Without in any manner limiting the generality of any of the other provisions of this Deed of Trust: (i) some portions of the goods described or to which reference is made herein are or are to become fixtures on the Oil and Gas Property or to which reference is made herein or on Exhibit A; (ii) the security interests created hereby under applicable provisions of the UCC will attach to all Collateral constituting Fixtures and to all Collateral constituting As-Extracted Collateral, including the Hydrocarbons or the Accounts resulting from the sale thereof whether at the wellhead or minehead located on the land covered or affected by the Mortgaged Property; (iii) this Deed of Trust may be filed of record in the real property records of any Texas county in which any Oil and Gas Properties are located (and, if any Oil and Gas Property is located on the outer continental shelf, with the Bureau of Ocean Energy Management and in the real property records of each Texas county adjacent to such Oil and Gas Property) as a financing statement covering as As-Extracted Collateral and Fixtures with Grantor as the debtor and Beneficiary as the secured party; and (iv) the Grantor is the record owner of the real estate or interests in the real estate comprising the Oil and Gas Property. A carbon, photographic, facsimile or other reproduction of this Deed of Trust or of any financing statement relating to this Deed of Trust shall be sufficient as a financing statement for any of the purposes referred to in this Section 1.4.

1.5 Defined Terms; UCC. Each capitalized term used in this Deed of Trust and not defined in this Deed of Trust shall have the meaning assigned such term in the Loan Agreement, and if not therein defined, such capitalized term shall have the meaning assigned such term in the UCC. Uncapitalized terms used herein that are defined in the UCC shall have the same meaning in this Deed of Trust. As used herein, the following terms have the respective meanings set forth below:

"Default Rate" means the lesser of (a) 6.25% per annum or (b) the maximum interest rate allowed by applicable law.

"Excluded Assets" as used in this Deed of Trust means and includes any and all (and, notwithstanding any other provision in this Deed of Trust, the terms "Mortgaged Property" and "Collateral" exclude each and every) Building (as defined in the applicable Flood Insurance

{N3850279.2}

7

STATE OF TEXAS
COUNTY OF GALVESTON

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GALVESTON COUNTY, TEXAS

BY:  DEPUTY
Tracy McMeekin

Regulation) and Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation).

"Flood Insurance Regulation" means (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et. seq.), (iv) the Flood Insurance Reform Act of 2004 and (v) the Biggert-Waters Flood Insurance Reform Act of 2012, each as may be amended or recodified from time to time, and any regulations promulgated under any of the foregoing.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell, give a security interest in and any filing of or agreement to give any financing statement relating to a lien on an asset under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"UCC" means the Uniform Commercial Code presently in effect in the State of Texas, as the same may be amended from time to time, and any successor statute thereto, except to the extent that the UCC of some other jurisdiction mandatorily applies.

1.6 Upon the occurrence and continuance of a Default (hereinafter defined), Beneficiary and Beneficiary's successors in title and assigns are now and shall be entitled to all of the rights, remedies, powers, privileges and benefits (hereinafter collectively referred to as "Rights") afforded a secured party by the UCC with reference to the Mortgaged Property in which Beneficiary has been granted a security interest herein, or Trustee or Beneficiary may proceed as to all or any part of the Mortgaged Property, whether real or personal property, in accordance with the Rights granted under this instrument in respect of the real property covered hereby, the Rights under this paragraph being cumulative of and in addition to, those granted Trustee or Beneficiary under any other provision of this instrument or under any other instrument executed in connection with or as security for the Obligations.

1.7 The covenants and promises of this instrument shall be covenants running with the land, and each and every subsequent owner of any part of the Mortgaged Property covenants and agrees that such owner will perform, observe, and comply with each and every covenant and condition hereof. Except as permitted in the Loan Agreement, Grantor may not, without the prior written consent of Beneficiary, assign any Rights, duties or obligations hereunder.

SECTION 2. REPRESENTATIONS, WARRANTIES AND COVENANTS.

2.1 Grantor represents and warrants to Beneficiary and to Trustee as follows as of the date hereof that the representations and warranties of Grantor set forth in the Loan Agreement and other Loan Papers to which Grantor is a party are incorporated herein by reference as if set forth herein and each such representation and warranty is true and correct.

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2.2. Grantor, for Grantor and Grantor's successors and assigns, covenants and agrees with Beneficiary to perform and observe each and all of the covenants and agreements of Grantor set forth in the Loan Agreement and each other Loan Paper to which Grantor is a party, subject to any applicable grace periods provided in the Loan Agreement or such other Loan Paper.

SECTION 3. DEFAULTS AND REMEDIES.

3.1. The terms "Default" and "Event of Default" as used herein, shall have the meaning given to the term "Event of Default" under the Loan Agreement.

3.2. Upon the occurrence and during the continuance of a Default, subject to and in accordance with the applicable provisions of the Loan Agreement, and to any mandatory requirements or limitations of applicable law then in force, Beneficiary may do, or may direct Trustee to do, any one or more of the following:

(a) If any Grantor has failed to keep or perform any covenant whatsoever contained in any Loan Paper, Beneficiary may, at its option, perform or attempt to perform such covenant. Any payment made or expense incurred in the performance or attempted performance of any such covenant shall be a part of the Obligations, and Grantor promises, upon written demand, to pay to Beneficiary, at the place where the Note are payable, or at such other place as Beneficiary may direct by written notice, all sums so advanced or paid by Beneficiary, with interest at the "Default Rate" (defined herein to mean the lesser of (a) twelve percent (12%) per annum or (b) the maximum interest rate allowed by applicable law), from the date when paid or incurred by Beneficiary. No such payment by Beneficiary shall constitute a waiver of any Default. In addition to the Liens hereof, Beneficiary shall be subrogated to all Rights and Liens securing the payment of any debt, claim, tax or assessment for the payment of which Beneficiary may make an advance, or which Beneficiary may pay.

(b) Beneficiary shall, without notice, demand, presentment, notice of intent to accelerate or protest, or notice of protest, all of which are hereby expressly waived by Grantor and all other parties obligated in any manner whatsoever on the Obligations, declare the entire unpaid balance of the Obligations, or any part thereof, immediately due and payable, and upon such declaration, it shall be immediately due and payable, and the Liens hereof shall then be subject to foreclosure in accordance with applicable law.

(c) A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE GRANTOR UNDER THIS MORTGAGE.

Beneficiary may, where permitted by law, request Trustee to proceed with foreclosure under the power of sale which is hereby conferred, and in such event Trustee is

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hereby authorized and empowered, and it shall be Trustee's special duty, upon such request of Beneficiary, and to the extent permitted by applicable law, to sell all or any part of the Mortgaged Property at one or more public auction or sales to the highest bidder or bidders for cash, as an entirety or in parcels, at such place or places and otherwise in such manner and upon such notice as may be required by applicable law. Any such sale (including notice thereof) shall comply with the applicable requirements, at the time of the sale, of Section 51.002 of the Texas Property Code or, if and to the extent such statute is not then in force, with the applicable requirements, at the time of the sale, of the successor statute or statutes, if any, governing sales of Texas real property under powers of sale conferred by deeds of trust, and shall take place in the county wherein the Mortgaged Property is situated; provided that, if the Mortgaged Property is situated in (or on the outer continental shelf adjacent to) more than one county, such sales of the Mortgaged Property, or part thereof, may be made in any county wherein any part of the Mortgaged Property (of adjacent to which any Mortgaged Property on the outer continental shelf) is situated. If there is no statute in force at the time of the sale governing sales of Texas real property under powers of sale conferred by deeds of trust, such sale shall comply with applicable law, at the time of the sale, governing sales of Texas real property under powers of sale conferred by deeds of trust, as Trustee or Beneficiary may deem appropriate. After such sale, Trustee shall make to the purchaser or purchasers thereunder good and sufficient deeds, assignments or bills of sale in the name of Grantor, conveying or transferring the Mortgaged Property, or any part thereof, so sold to the purchaser or purchasers containing such warranties of title as are customarily given, which warranties shall be binding upon Grantor.

To the extent permitted by applicable law, the sale of a part of the Mortgaged Property shall not exhaust the power of sale herein granted or the right to judicial foreclosure, and sale or sales may be made from time to time until the Obligations are paid and performed in full. It shall not be necessary to have present or to exhibit at any such sale any of the Personal Property. In addition to the Rights and other powers of sale granted under the preceding provisions of this Section 3.2(c), if Default is made in the payment of any installment of the Obligations, Beneficiary may, subject to, and in accordance with, the applicable provisions of the Loan Agreement, at its option, at once or at any time thereafter while any matured installment remains unpaid, without declaring the entire Obligations to be due and payable, orally or in writing, enforce, or direct Trustee to enforce (as provided by applicable law), the Liens created by this instrument and sell the Mortgaged Property subject to such matured indebtedness and the Liens securing its payment, in the same manner, on the same terms, at the same place and time and after having given notice in the same manner, all as provided in the preceding provisions of this Section 3.2(c). After such sale, Beneficiary or Trustee (as provided by applicable law) shall make due conveyance to the purchaser or purchasers. Sales made without maturing the Obligations may be made hereunder whenever there is a Default in the payment of any installment of the Obligations without exhausting the power of sale granted hereby and without affecting in any way the power of sale granted under this Section 3.2(c), the unmatured balance of the Obligations (except as to any proceeds of any sale which Beneficiary may apply as prepayment of the Obligations), or the Liens securing payment of the Obligations. The sale or sales of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Beneficiary or Trustee (as provided by applicable law) is specifically empowered to make one

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GALVESTON COUNTY, TEXAS

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Tracy McMeekin

or more successive sales under such power until the whole of the Mortgaged Property shall be sold. It is intended by each of the foregoing provisions of this Section 3.2(c) that Beneficiary may, or if applicable, Trustee may, after any request or direction by Beneficiary, sell not only the Oil and Gas Properties but also all other items constituting a part of the Mortgaged Property along with the Oil and Gas Properties, or any part thereof, all as a unit and as a part of a single sale, or may sell any part of the Mortgaged Property separately from the remainder of the Mortgaged Property. If the proceeds of such sale or sales of less than the whole of such Mortgaged Property shall be less than the aggregate of the Obligations and the expense of enforcing the trust created by this instrument, the Liens of this instrument shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale or sales of less than the whole of the Mortgaged Property had occurred, but Beneficiary shall have the right, to sell, or as applicable, request Trustee to sell, less than the whole of the Mortgaged Property. In the event any questions should be raised as to the regularity or validity of any sale hereunder, Beneficiary or Trustee (as provided by applicable law) shall have the right and is hereby authorized to make resale of said property so as to remove any questions or doubt as to the regularity or validity of the previous sale, and as many resales maybe made as it may deem appropriate. It is agreed that, in any deed or deeds given by Beneficiary or Trustee (as provided by applicable law), any and all statements offset or other recitals therein made as to the identity of Beneficiary, or as to the occurrence or existence of any Default, or as to the request to sell, notice of sale, time, place, terms, and manner of sale, and receipt, distribution, and application of the money realized therefrom, or as to the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, as to any other act or thing having been duly done by Beneficiary or by Trustee, shall be taken by all tribunals as prima facie evidence that the said statements or recitals are true and correct and are without further question to be so accepted, and Grantor does hereby ratify and confirm any and all acts that Trustee may lawfully do in the premises by virtue hereof. In the event of the resignation or death of Trustee, or Trustee's removal from Trustee's county of residence stated on the first page hereof, or Trustee's failure, refusal, or inability, for any reason, to make any such sale or to perform any of the trusts herein declared, or, at the option of Beneficiary, without cause, Beneficiary may appoint, in writing, a substitute trustee, who shall thereupon succeed to all the estates, titles, rights, powers, and trusts herein granted to and vest in Trustee. If Beneficiary is a national banking association or a corporation, such appointment may be made on behalf of such Beneficiary by any person who is then the president, or any vice-president, or the secretary, or any other authorized officer or agent of Beneficiary. In the event of the resignation or death of any such substitute trustee, or Trustee's failure, refusal, or inability to make such sale or perform such trusts, or, at the option, of Beneficiary, without cause, Beneficiary may appoint successive substitute trustees from time to time in the same manner. Wherever herein the word "Trustee" is used, the same shall mean the person who is the duly appointed Trustee or substitute Trustee hereunder at the time in question.

(d) Beneficiary may, or Trustee may upon written request of Beneficiary, in lieu of or in addition to exercising the power of sale provided for in Section 3.2(c) hereof; proceed by suit or suits, at law or in equity, to enforce the payment and performance of the Obligations in accordance, with the terms hereof, and of the other Loan Papers evidencing it, to foreclose the Liens and this instrument as against all, or any part of the Mortgaged Property, and to have all or any part of the Mortgaged Property sold under the judgment or decree of a court of competent jurisdiction.

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(e) Beneficiary may (without notification, if permitted by applicable law) enter upon the Mortgaged Property, take possession of the Mortgaged Property, and remove the Personal Property, or any part thereof, with or without judicial process, and, in connection therewith, without any responsibility or liability on the part of Beneficiary, take possession of any property located on or in the Mortgaged Property which is not a part of the Mortgaged Property and hold or store such property at Grantor's expense. If necessary to obtain the possession provided for in this Section 3.2(e), Beneficiary or Trustee may undertake any and all remedies to dispossess Grantor, including, specifically, one or more actions for forcible entry and detainer, trespass to try title and restitution.

(f) Beneficiary may require Grantor to assemble the Personal Property and any other items of the Mortgaged Property, or any part thereof, and make it available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to Grantor and Beneficiary.

(g) Beneficiary may surrender the insurance policies maintained pursuant to the Loan Agreement, or any part thereof, and receive and apply the unearned premiums as a credit on the Obligations, and, in connection therewith, Grantor hereby appoints Beneficiary as the agent and attorney-in-fact for Grantor (with full powers of substitution) to collect such premiums, which power of attorney shall be deemed to be a power coupled with an interest and therefore irrevocable until the release of the Liens evidenced by this instrument.

(h) Beneficiary may retain the Personal Property and any other items of the Mortgaged Property, or any part thereof, in satisfaction of the Obligations whenever the circumstances are such that Beneficiary is entitled to do so under the UCC.

(i) Beneficiary shall have the right to become the purchaser at any sale of the Mortgaged Property held by Trustee or by any court, receiver or public officer, and Beneficiary shall have the right to credit upon the amount of the bid made therefore, the amount payable out of the net proceeds of such sale to Beneficiary. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, interest accrued on, and fees payable in respect of, the Obligations after the same has become due and payable, and advertisement and conduct of such sale in the manner provided herein or appointment of any successful Trustee hereunder.

(j) Beneficiary may buy the Personal Property and any other items of the Mortgaged Property, or any part thereof, at any private disposition if the Mortgaged Property or the Personal Property, or the part thereof being disposed of, is a type customarily sold in a recognized market or a type which is the subject of widely distributed standard price quotations.

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(k) Beneficiary shall have and may exercise any and all other Rights which Beneficiary may have under the UCC, by virtue of the Loan Papers at law, in equity or otherwise.

3.3. If Beneficiary is the purchaser of the Mortgaged Property, or any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in Trustee, or upon any other foreclosure of the Liens hereof, or otherwise, Beneficiary shall, upon any such purchase, acquire good and marketable title to the Mortgaged Property so purchased, free of the Liens of these presents.

3.4. Should any part of the Mortgaged Property come into the possession of Trustee or Beneficiary, whether before or after Default, Trustee or Beneficiary may use or operate the Mortgaged Property for the purpose of preserving its value, pursuant to the order of a tribunal, or pursuant to the Rights which Grantor has with respect to the management, protection, preservation and operation of the Mortgaged Property, or in accordance with any other Rights held by Trustee or Beneficiary in respect of the Mortgaged Property. Such operations may be conducted through any contract operator or other Person designated by Trustee or Beneficiary. Grantor covenants promptly to reimburse and pay to Trustee or Beneficiary, at the place where the Note are payable, or at such other place as may be designated by Trustee or Beneficiary in writing the amount of all reasonable expenses (including the cost of any insurance, taxes, additional drilling and reworking, whether successful or unsuccessful or other charges) incurred by Beneficiary in connection with its custody, preservation, use or operation of the Mortgaged Property, together with interest thereon from the date incurred by Beneficiary at the Default Rate, and all such expenses, costs, taxes, interests and other charges shall be a part of the Obligations. It is agreed, however, that the risk of accidental loss or damage to the Mortgaged Property is on Grantor, and Beneficiary shall have no liability whatsoever for decline or diminution in value of the Mortgaged Property, nor for failure to obtain or maintain insurance, nor for failure to determine whether any insurance ever in force is adequate as to amount or as to the risks insured. In connection with any action taken by Beneficiary pursuant to this Section 3.2, **MORTGAGEE SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY GRANTOR RESULTING FROM ANY ACT OR OMISSION OF MORTGAGEE (INCLUDING MORTGAGEE'S OWN NEGLIGENCE) IN MANAGING THE MORTGAGED PROPERTY UNLESS SUCH LOSS IS CAUSED BY THE WILLFUL MISCONDUCT AND GROSS NEGLIGENCE OF MORTGAGEE**, nor shall Beneficiary be obligated to perform or discharge any obligation, duty or liability of Grantor arising under any agreement forming a part of the Mortgaged Property or otherwise arising. Grantor hereby assents to, ratifies and confirms any and all actions of Beneficiary with respect to the Mortgaged Property taken under this Section 3.4.

3.5. In case the Liens hereof shall be foreclosed by exercise of the above powers of sale, or by other judicial or nonjudicial action, the purchaser at any such sale shall receive, as an incident to such purchaser's ownership, immediate possession of the Mortgaged Property, or any part thereof sold to such purchaser, and, subsequent to foreclosure, Grantor shall be considered a tenant at sufferance of the purchaser at the foreclosure sale, and any Person occupying the Mortgaged Property, or portion thereof so sold, after demand has been made

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for possession thereof, shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason thereof are hereby expressly waived.

3.6. Subject to, and in accordance with, the applicable provisions of the Loan Agreement, the proceeds from any sale or other disposition made pursuant to this Section 3 or sums received pursuant to Section 5.5 hereof shall be applied by Trustee or by Beneficiary, as the case may be, as follows: First, to any expenses for which Beneficiary shall not have been reimbursed under the Loan Papers, including, but not limited to, the payment of all expenses of advertising, selling and conveying the Mortgaged Property, or part thereof, including, but not limited to, a reasonable commission to Trustee, and reasonable attorneys' fees incurred by Beneficiary; second, to interest on the Obligations; third, to principal on the Obligations; fourth, the balance, if any, remaining after the full and final, payment and performance of the Obligations, to Grantor.

3.7. In the event a foreclosure hereunder should be commenced by Trustee, or his substitute or successor, in accordance with Section 3.2(c), Beneficiary may at any time before the sale of such property direct Trustee to abandon the sale, and may then institute suit for the collection of the Obligations, or for the foreclosure of the Liens hereof. If Beneficiary should institute a suit for the collection of the Obligation, or for foreclosure of the Liens hereof, it may at any time before the entry of a final judgment in said suit dismiss the same, and require Trustee to sell the Mortgaged Property, or any part thereof, in accordance with the provisions of this instrument.

3.8. All Rights available to Beneficiary and Trustee hereunder are cumulative of and in addition to all of the Rights granted to Beneficiary or Trustee at law or in equity, or under the Loan Papers.

SECTION 4. ASSIGNMENT OF AS-EXTRACTED COLLATERAL.

4.1 Assignment.

(a) The Grantor has absolutely and unconditionally assigned, transferred, conveyed and granted a security interest, and does hereby absolutely and unconditionally assign, transfer, convey and grant a security interest unto the Beneficiary, its successors and assigns, in and to:

(i) all of its As-Extracted Collateral located in or relating to Mortgaged Properties and the Hydrocarbons and all products obtained or processed therefrom;

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

(iii) all amounts and proceeds hereafter payable to or to become payable to the Grantor or now or hereafter relating to any part of the subject interests or the Surface Rights and all amounts, sums, monies, revenues and income which become payable to

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the Grantor from, or with respect to, any of the Oil and Gas Property, present or future, now or hereafter constituting a part of the Mortgaged Property.

(b) Subject to the last sentence of this Section 4.1(b), the Hydrocarbons and products are to be delivered into pipelines connected with the Oil and Gas Property, or to the purchaser thereof, free and clear of all taxes, charges, costs, and expenses; and all such revenues and proceeds shall be paid directly to the Beneficiary, with no duty or obligation of any party paying the same to inquire into the rights of the Beneficiary to receive the same, what application is made thereof, or as to any other matter. The Grantor 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 the Beneficiary or any party in order to have said proceeds and revenues so paid to the Beneficiary. In addition to any and all rights of a secured party under Sections 9-607 and 9-609 of the UCC, the Beneficiary 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 the Grantor or the Beneficiary for the account of the Grantor 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 Obligations; and to execute transfer and division orders in the name of the Grantor, or otherwise, with warranties binding the Grantor. During the continuation of an Event of Default, all proceeds received by the Beneficiary pursuant to this grant and assignment shall be either remitted to the Grantor or applied as provided in the Note. The Beneficiary shall not be liable for any delay, neglect, or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder; but the Beneficiary shall have the right, at its election, in the name of the Grantor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by the Beneficiary in order to collect such funds and to protect the interests of the Beneficiary, and/or the Grantor, with all costs, expenses and attorneys' fees incurred in connection therewith being paid by the Grantor. The Grantor hereby appoints the Beneficiary as its attorney-in-fact, with full power and authority to do and perform any and every act and thing whatsoever to pursue any and all rights of the Grantor to Liens on and security interests in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons. In addition to the collective rights granted to the Beneficiary in this Deed of Trust, the Grantor hereby further transfers and assigns to the Beneficiary any and all such Liens, security interests, financing statements or similar interests of the Grantor attributable to its interest in the Hydrocarbons and proceeds therefrom arising under or created by any statutory provision, judicial decision or otherwise. The power of attorney granted to the Beneficiary herein and hereby, being coupled with an interest, shall be irrevocable so long as the Grantor is indebted to the Beneficiary or any part of the Note remains unpaid. Notwithstanding any other provision to the contrary, until such time as an Event of Default has occurred and is continuing, the Beneficiary hereby grants to the Grantor a license to sell such Hydrocarbons and receive proceeds from the sale of Hydrocarbons, which license shall automatically terminate upon such Event of Default and for so long as the same continues.

4.2 No Modification of Payment Obligations. Nothing herein contained shall modify or otherwise alter the obligation of the Parent to make prompt payment of all principal and interest owing on the Note 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

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character now or hereafter existing to secure payment of the Note. Nothing in this Section 4 is intended to be an acceptance of collateral in satisfaction of the Note.

4.3 Rights of Producers. To the extent permitted by applicable law, Grantor hereby grants, sells, assigns, sets over and mortgages unto Beneficiary during the term hereof, all of Grantor's rights and interests pursuant to any provision of applicable law granting producers of oil and gas a Lien on the oil and gas produced by them and on the resulting accounts receivable, hereby vesting in Beneficiary all of Grantor's rights as an interest owner to the continuing security interest in and Lien upon the Mortgaged Property.

SECTION 5. MISCELLANEOUS.

5.1. If the Obligations are paid and performed in full, and all obligations of Beneficiary under the Loan Agreement and the other Loan Papers are cancelled and if Grantor shall well and truly perform all of Grantor's covenants contained herein, then this instrument shall become null and void and, at Grantor's request and expense (to the extent permitted by applicable law), the Beneficiary shall forthwith cause satisfaction and discharge of this Deed of Trust to be entered upon the record and shall execute and deliver or cause to be executed and delivered (including without limitation by Trustee) such instruments of satisfaction and reassignment as may be reasonably appropriate; otherwise, this Deed of Trust shall remain in full force and effect; provided that no release hereof shall impair Grantor's warranties and indemnities contained herein or the liabilities assumed by Grantor hereunder. Beneficiary may, at any time, and from time to time, release any part of the Mortgaged Property, or any property in which Grantor has granted a security interest to Beneficiary, or any items assigned pursuant to, Section 4 hereof, from the Liens evidenced by this instrument, but no such partial release shall ever affect or impair Beneficiary's Rights or Liens hereunder, except to the extent specifically stated in such instrument of partial release.

5.2. All Rights and Liens herein expressly conferred are cumulative of all other Rights and Liens herein, or provided by law, or provided in the Note and the other Loan Papers, and shall not be deemed to deprive Trustee or Beneficiary of any such other legal or equitable Rights and Liens by judicial proceedings, or otherwise, appropriate to enforce the conditions, covenants and terms of this instrument and the other Loan Papers, and the employment of any Rights hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate Rights.

5.3. Any and all covenants in this instrument may from time to time, by instrument in writing signed by Beneficiary and delivered to Grantor, be waived to such extent and in such manner as Beneficiary may desire, but no such waiver shall ever affect or impair Beneficiary's Rights or Liens hereunder, except to the extent specifically stated in such written instrument. Impossibility shall not excuse the performance of any agreement, covenant or condition contained in this instrument.

5.4. If Grantor conveys any interest in the Mortgaged Property, or any part thereof becomes vested in any other party, Beneficiary may, without notice to Grantor deal with any successor owner or owners of any part of the Mortgaged Property with reference to this Deed of Trust and the Obligations in the same manner as with Grantor without in any way vitiating or

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discharging Grantor's liability hereunder or for the payment of the indebtedness or performance of the Obligations secured hereby. No transfer of the Mortgaged Property, no forbearance, and no extension of the time for the payment of the indebtedness secured hereby, shall operate to release, discharge, modify, change or affect, in whole or in part, Beneficiary's Rights and Liens hereunder, or the liability of Grantor for the payment of the indebtedness or performance of the Obligations secured hereby, or the liability of any other person hereunder or for the payment of the indebtedness secured hereby.

5.5. Beneficiary shall be entitled to receive any and all monies which may be awarded or become payable to Grantor for the condemnation, eminent domain or other similar proceeding of the Mortgaged Property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any monies which may be awarded or become payable to Grantor for damages caused by public works or construction on or near the Mortgaged Property. All such monies are hereby assigned to Beneficiary and shall be applied by Trustee, or by Beneficiary, as the case may be, pursuant to Section 3.6 hereof. Grantor shall, upon request of Beneficiary, make, execute, acknowledge and deliver any and all additional assignments and documents as may be necessary from time to time to enable Beneficiary to, collect and receipt for any such monies. Beneficiary shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such monies.

5.6. It is understood and agreed that the proceeds of the Note or any further loans or advances, to the extent the same are utilized to renew or extend any indebtedness or take up any outstanding Liens against the Mortgaged Property, or any portion thereof, have been advanced by Beneficiary at Grantor's request and upon Grantor's representation that such amounts are due and payable. Beneficiary shall be subrogated to any and all Rights and Liens owned or claimed by any owner or holder of such outstanding Rights and Liens, however remote, regardless of whether such Rights and Liens are acquired by assignment or are released by the holder thereof upon payment.

5.7. In those instances where provision is made in this instrument to the effect that costs and expenses incurred or advances made by Beneficiary or Trustee shall constitute a demand obligation owing by Grantor and shall draw interest, and shall be secured by the Liens evidenced by this instrument, it is agreed that if no demand is made before the final maturity of the Note, then the maturity of such items shall be contemporaneous with the maturity of the Note, howsoever such maturity may occur.

5.8. If all or any portion of the proceeds of the loan evidenced by the Note or any future loans or advances have been advanced for the purpose of paying the purchase price for all or a part of the Mortgaged Property, then (a) Beneficiary shall have, and is hereby granted, a vendor's lien on the Mortgaged Property to further secure the Obligations, and (b) Beneficiary shall be subrogated to all Rights and Liens owned or claimed by the holder of any indebtedness which has been directly or indirectly discharged or paid from the proceeds of the loans evidenced by the Note or any future loans or advances.

5.9. Whenever herein the singular number is used, the same shall include the plural where appropriate, and vice versa; and words of any gender herein shall include each other gender where appropriate.

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STATE OF TEXAS
COUNTY OF GALVESTON

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GALVESTON COUNTY, TEXAS

BY: Tracy McMeekin DEPUTY
Tracy McMeekin

5.10. The captions, headings and arrangements used in this instrument are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

5.11. If any provision of this instrument, or of the other Loan Papers, is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof and thereof, such provision shall be fully severable from all other provisions in this instrument and the other Loan Papers, and this instrument and the other Loan Papers shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof, and the remaining provisions hereof and thereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this instrument and the other Loan Papers a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible. If any of the Liens evidenced by this instrument and the other Loan Papers are invalid or unenforceable as to any part of the Obligations, or if the Liens are invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Obligations, and all payments made on the Obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Obligations which is not secured or fully secured by the Liens evidenced by this instrument.

5.12. **THIS INSTRUMENT IS INTENDED TO BE PERFORMED IN EACH STATE (OR, AS APPLICABLE, THE PORTIONS OF THE OUTER CONTINENTAL SHELF) WHERE THE MORTGAGED PROPERTY IS LOCATED. HOWEVER, ANYTHING IN THIS INSTRUMENT TO THE CONTRARY NOTWITHSTANDING, THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA RELATING TO THE VALIDITY, CONSTRUCTION, AND INTERPRETATION OF THE OBLIGATIONS AND TO USURY AND PERMISSIBLE INTEREST AND SIMILAR CHARGES AND AMOUNTS SHALL GOVERN ALL ASPECTS OF THIS INSTRUMENT.**

5.13. The terms, provisions, covenants and conditions hereof shall be binding upon Grantor and Grantor's successors in title and assigns and shall inure to the benefit of Beneficiary and Trustee, and their respective successors in title and assigns.

5.14. This instrument may be construed and enforced from time to time 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 as may be appropriate under applicable laws, in order fully to effectuate the Liens hereof and the purposes and agreements, herein set forth.

5.15. Without in any manner limiting the generality of any of the foregoing provisions hereof, with respect to the Mortgaged Property (a) some portions of the goods described or to which reference is made herein are, or are to become, fixtures on the property described on Exhibit A or to which reference is made herein; (b) the minerals and the like (including oil and

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GALVESTON COUNTY, TEXAS

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Tracy McMeekin

gas) included in the Mortgaged Property and the accounts resulting from the sale thereof will be financed at the wellhead(s) or minhead(s) located on the property described on Exhibit A or to which reference is made herein; and (c) this instrument is to be filed of record in the real estate records (and, if any Mortgaged Property is located on the outer continental shelf, with the Bureau of Ocean Energy Management) as a financing statement covering as-extracted collateral and fixtures. A carbon, photographic or other reproduction of this instrument shall be sufficient as a financing statement.

5.16. Executed original counterparts of this instrument are to be filed for record in the records of the jurisdictions wherein the Mortgaged Property is situated (and, if any Oil and Gas Property is located on the outer continental shelf, with the Bureau of Ocean Energy Management and in the real property records of any adjacent Texas county), and may have annexed thereto as Exhibit A only the portions or divisions containing specific descriptions of the Mortgaged Property relating to the Oil and Gas Properties located in such jurisdictions. Whenever a recorded counterpart of this instrument contains specific descriptions which are less than all of the descriptions contained in any full counterpart lodged with Beneficiary, the omitted descriptions are hereby included by reference in such recorded counterpart as if each recorded counterpart conformed to any full counterpart lodged with Beneficiary.

5.17. This instrument has been executed in a number of identical counterparts, each of which shall be deemed an original, and all of which are identical, except that in order to facilitate recordation, portions of Exhibit A hereto which describe Mortgaged Property situated in jurisdictions other than the particular jurisdiction in or for which a counterpart hereof is being recorded may be omitted from such counterpart. In making proof of this instrument, it shall not be necessary for Trustee or Beneficiary to account for all counterparts, and it shall be sufficient for Trustee or Beneficiary to produce but one such counterpart.

5.18 All of the Obligations (and all proceeds payable to the Beneficiary under Section 4 above) which may be owing hereunder at any time by the Grantor shall be payable at the place designated in the Loan Agreement (or if no such designation is made, at the address of the Beneficiary), or at such other place as the Beneficiary may designate in writing.

5.19. Grantor shall have the right, and is hereby authorized, to pool or unitize all or any part of any tract of land described or referenced in Exhibit A or in any Oil and Gas Property, insofar as its relates to the Mortgaged Property, with adjacent lands, leaseholds and other interests, when, in the reasonable judgment of Grantor, it is necessary or advisable to do so in order to form a drilling or production unit to facilitate the orderly development of that part of the Mortgaged Property affected thereby, or to comply with the requirements of any law or governmental order or regulation relating to the spacing of wells or proration of the production therefrom; provided, however, that any unit so formed for the production of oil shall not substantially exceed 160 acres, and any unit so formed for the production of gas shall not substantially exceed 640 acres, unless a larger area is required to conform to an applicable law or governmental order or regulation relating to the spacing of wells or to obtain the maximum allowable production under any applicable law or governmental order or regulation relating to the proration of production therefrom; and further provided that the Hydrocarbons produced from any unit so formed shall be allocated among the separately owned tracts or interests comprising the unit in a uniform manner consistently applied. Any unit so formed may relate to

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one or more zones or horizons, and a unit formed for a particular zone or horizon need not conform in area to any other unit relating to a different zone or horizon, and a unit formed for the production of oil need not conform in area with any unit formed for the production of gas. Promptly after formation of any such unit, Grantor shall furnish to the Beneficiary a true copy of the pooling agreement, declaration of pooling or other instrument creating such unit, in such number of counterparts as the Beneficiary may reasonably request. The interest in any such unit attributable to the Mortgaged Property (or any part thereof) included therein shall become a part of the Mortgaged Property and shall be subject to the lien hereof in the same manner and with the same effect as though such unit and the interest of Grantor therein were specifically described in Exhibit A. Grantor may enter into pooling or unitization agreements not hereinabove authorized only with the prior written consent of the Beneficiary.

5.20 The Trustee may resign in writing addressed to Beneficiary or be removed at any time with or without cause by an instrument in writing duly executed by Beneficiary. In case of the death, resignation or removal of the Trustee, a successor Trustee may be appointed by Beneficiary by instrument of substitution complying with any applicable requirements of law, and in the absence of any requirement, without other formality other than an appointment and designation in writing. The appointment and designation will vest in the named successor Trustee all the estate and title of the Trustee in all of the Mortgaged Property and Collateral and all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee. All references herein to the Trustee will be deemed to refer to any successor Trustee from time to time acting hereunder.

5.21 **THE TRUSTEE SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY TRUSTEE IN GOOD FAITH, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THE TRUSTEE'S NEGLIGENCE), EXCEPT FOR TRUSTEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by the Trustee hereunder, believed by the Trustee in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder. Grantor hereby ratifies and confirms any and all acts that the herein named Trustee or its successor or successors, substitute or substitutes, shall do lawfully by virtue hereof. **GRANTOR WILL REIMBURSE TRUSTEE FOR, AND INDEMNIFY AND SAVE TRUSTEE HARMLESS AGAINST, ANY AND ALL LIABILITY AND EXPENSES (INCLUDING ATTORNEYS' FEES) THAT MAY BE INCURRED BY TRUSTEE IN THE PERFORMANCE OF HIS DUTIES.** The foregoing indemnities shall not terminate upon the release, foreclosure or other termination of this Deed of Trust but will survive the release or foreclosure of this Deed of Trust or conveyance in lieu of foreclosure, and the repayment of the secured indebtedness and the discharge and release of this Deed of Trust and the other documents evidencing and/or securing the secured indebtedness. Any amount to be paid hereunder by Grantor to Trustee shall be a demand obligation owing by Grantor to Trustee.

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GALVESTON COUNTY, TEXAS

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5.22 All notices, requests, consents, demands and other communications required or permitted hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by telecopy or telex, by delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified herein (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given (a) in the case of personal delivery or delivery service, as of the date of first attempted delivery during normal business hours at the address provided herein, (b) in the case of telecopy or telex, upon receipt, and (c) in the case of registered or certified United States mail, three (3) days after deposit in the mail. Notwithstanding the foregoing, or anything else in the Loan Papers that may appear to the contrary, any notice given in connection with a foreclosure of the liens and/or security interests created hereunder, or otherwise in connection with the exercise by Beneficiary or Trustee of their respective rights hereunder or under any other Loan Paper, that is given in a manner permitted by applicable law shall constitute proper notice; without limitation of the foregoing, notice given in a form required or permitted by statute shall (as to the portion of the Mortgaged Property to which such statute is applicable) constitute proper notice.

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

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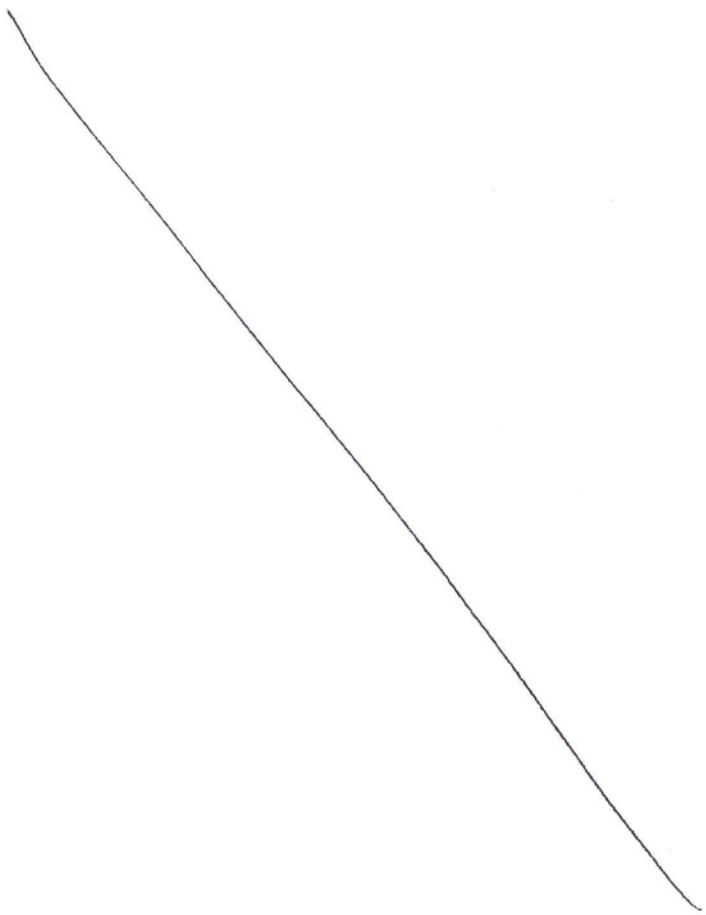
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Exhibit A
Mortgaged Property
[See attached.]



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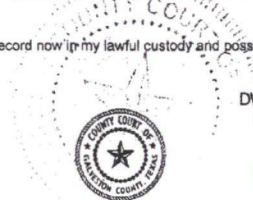
Exhibit A

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EXHIBIT A "Offshore Texas"

Attached to and made a part of the Mortgage, Assignment of As-Extracted Collateral, Security Agreement and Fixture Filing
From
Sanare Energy Partners, LLC the Mortgagor
for the benefit of
The First National Bank of Central Texas, The Mortgagee

Area	Block	Lease No.	Lease Date	Lessor	Original Lessee	Ownership Rights	Working Interests	Lease/Aliquot Description
High Island	A-268	OCS-G 22268	12/1/2000	United States of America	PetroQuest Energy	Operating Rights	100.0%	All of Block A-268, High Island Area, East Addition, South Extension, Lease Serial No. OCS-G 22268, effective December 1, 2000, INSOFAR AND ONLY INSOFAR as depths from the surface to one hundred feet (100') below the stratigraphic equivalent of 8,014 feet TVD as seen in the OCS-022268 Challenger Minerals Well #1, API 42-711-40876-00
High Island	A-283	OCS-G 235743	12/1/2015	United States of America	Peregrine Oil & Gas II	Record Title	100.0%	All of Block A-283, High Island Area, East Addition, South Extension, Lease Serial No. OCS-G 35743, effective December 1, 2015
High Island	A-443	OCS-G 3241	9/1/1975	United States of America	Mobil Oil Corporation Diamond Shamrock Corporation Union Oil Company of California	Record Title	84.00000%	All of Block A-443, High Island Area, South Addition, as shown on OCS Official Leasing Map, Texas Map No. 7B.
						Operating Rights	92.00000%	E/2 NE/4 of Block A-443, High Island Area, South Addition, from surface to 99,999' TVD.
High Island	A-571	OCS-G 2391	8/1/1973	United States of America	Texas Pacific Oil Company, Inc. El Paso Natural Gas Company CNG Producing Company	Record Title	79.16500%	All of Block A-571, High Island Area, South Addition, Official Leasing Map, Texas Map No. 7B
						Operating Rights	37.49500%	S/2 SE/4 NE/4; E/2 SE/4; E/2 NW/4 SE/4; AND E/2 SW/4 SE/4 of Block A-571, High Island Area, South Addition, INSOFAR AND ONLY INSOFAR AS to the Glob Alt Sand Reservoir, defined as that productive zone occurring within the interval 12,519 feet TVD and 13,028 feet TVD, electric log, in well #C-22.

As of 7-7-17 Orinoco

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GALVESTON COUNTY, TEXAS

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Tracy McMeekin

FILED AND RECORDED

Instrument Number: 2019043645

Recording Fee: 122.00

Number Of Pages:26

Filing and Recording Date: 08/12/2019 12:01PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

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GALVESTON COUNTY, TEXAS

BY: *Tracy McMeekin* DEPUTY
Tracy McMeekin