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ADJUDICATION SECTION

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September 6, 2019

Via Hand Delivery

Bureau of Ocean Energy Management
Adjudication Unit – MS-5421
1201 Elmwood Park Blvd.
New Orleans, LA 70123

Re: Document for Filing
My File No. 044552.021600

Ladies and Gentlemen:

Enclosed for filing for non-required purposes is that certain Second Amendment to Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement as to Lease OCS-G 33604.

The Parties are:

a. Mortgagor and Debtor: CSL Exploration, LP

b. Mortgagee and Mortgagee Secured Party: Goldman Sachs Bank USA, as Administrative Agent

The category under which the document should be filed is 1 – Mortgage, Deed of Trust, Security Agreement.

I am the submitter, and my contact information is located at the top of this letter.

Finally, enclosed is a copy to be date stamped and returned to me.

Thank you for your assistance in this matter. Please do not hesitate to contact me should you have any questions.

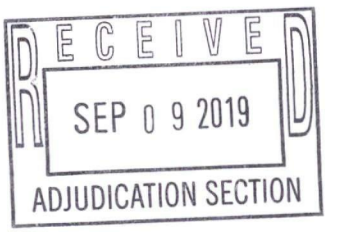
Regards,

Alison Hutchings
Paralegal

Enclosures

ACTIVE 45712375v1

Copy



SECOND AMENDMENT TO ACT OF MORTGAGE, ASSIGNMENT OF PRODUCTION AND AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT AND FINANCING STATEMENT

From
CSL EXPLORATION, LP
(Federal Income Tax Identification No. XX-XXX4414)
(Organizational No. 802127182)
(Mortgagor and Debtor)
to
GOLDMAN SACHS BANK USA, as Administrative Agent
(Federal Income Tax Identification No. XXXXX1598)
(Mortgagee and Mortgagee Secured Party)

A CARBON, PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT. FOR PURPOSES OF FILING THIS INSTRUMENT AS A FINANCING STATEMENT, THE ADDRESS OF THE MORTGAGOR AND DEBTOR IS 1000 LOUISIANA STREET, SUITE 7000, HOUSTON, TEXAS 77002, AND THE ADDRESS OF THE MORTGAGEE AND MORTGAGEE SECURED PARTY IS 222 S. MAIN STREET, SALT LAKE CITY, UTAH 84101.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THIS INSTRUMENT COVERS PROCEEDS OF COLLATERAL.

THIS INSTRUMENT COVERS PRODUCTS OF COLLATERAL.

THIS INSTRUMENT COVERS FIXTURES.

THIS INSTRUMENT COVERS MINERALS, AS-EXTRACTED COLLATERAL AND OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH (INCLUDING, WITHOUT LIMITATION, OIL AND GAS). THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE (OR COMPARABLE) RECORDS OF THE PARISH RECORDERS OF THE PARISHES LISTED ON SCHEDULE I HERETO. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH INTEREST IS DESCRIBED IN SCHEDULE I ATTACHED HERETO.

THIS INSTRUMENT WAS PREPARED BY AND WHEN RECORDED OR FILED SHOULD BE RETURNED TO:

Francis R. Bradley, III
Greenberg Traurig, LLP
1000 Louisiana Street, Suite 1700
Houston, Texas 77002

SECOND AMENDMENT TO ACT OF MORTGAGE, ASSIGNMENT OF PRODUCTION AND AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT AND FINANCING STATEMENT	*	**UNITED STATES OF AMERICA**
	*	**STATE OF TEXAS**
	*	**COUNTY OF HARRIS**
BY	*	
CSL EXPLORATION, LP	*	
IN FAVOR OF	*	
GOLDMAN SACHS BANK USA, **As Administrative Agent**	*	

* *

BE IT KNOWN, that on the dates set forth below, but effective for all purposes as of September 5, 2019 (the "Effective Date") before us, the undersigned Notaries Public duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

> CSL EXPLORATION, LP (formerly known as CATOG South Louisiana, LP, which was formerly known as Cathexis Oil & Gas, LLC), a Texas limited partnership (Federal Tax I.D. No. xx-xxx4414 and Organizational No. 802127182) with its principal office in the city of Houston, State of Texas, and the mailing address for which is 1000 Louisiana Street, Suite 7000, Houston, Texas 77002, represented by its General Partner, Cathexis Subsidiaries GP, LLC, such General Partner being represented herein by its President, William Bruce Harrison, duly authorized by the resolutions of the Sole Manager of such General Partner, a certified copy of which resolutions are attached hereto as Exhibit A (hereinafter referred to as "Mortgagor") and
>
> Goldman Sachs Bank USA, a national banking association (Federal Tax I.D. No. xx-xxxyyyy), whose mailing address is 222 S. Main Street, Salt Lake City, Utah 84101, as Administrative Agent (in such capacity, as set forth below, the "Mortgagee")

who declared that this Amendment (as defined hereinafter) amends that certain Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing

Statement dated March 9, 2017, as amended by that certain First Amendment to Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement dated April 2, 2018, by Mortgagor in favor of Mortgagee, as recorded as set forth on Schedule I attached hereto (as may be thereafter amended, restated, supplemented or otherwise modified from time to time, the "Original Mortgage"), as provided herein, and who further declared as follows:

RECITALS

A. Mortgagor is or will be indebted unto Goldman Sachs Bank USA (Federal Tax I.D. No. XXXXX1598), the mailing address for which is 222 S. Main Street, Salt Lake City, Utah 84101, as administrative agent (the "Administrative Agent"), for its own account and for the ratable benefit of the Secured Parties and for the account of every other present and future mortgagee or holder of all or any part of the Secured Indebtedness (as defined in the Loan Agreement and the other Loan Documents) (in such capacity, the "Mortgagee") who accepted the Original Mortgage, for loans made or to be made pursuant to the terms of that certain Second Amended and Restated Loan Agreement, dated as of March 9, 2017, by and among Cathexis Holdings, LP, Mortgagor, and Cathexis Non OP WI, LP, as borrowers (collectively, the "Second Amended and Restated Borrowers"), the Administrative Agent, and the Lenders party thereto from time to time (as may be thereafter amended, restated, supplemented or otherwise modified from time to time, the "Second Amended and Restated Loan Agreement").

B. Mortgagor has executed and delivered the Original Mortgage in favor of the Mortgagee, for the benefit of the Secured Parties.

C. The Borrowers desire to restructure, rearrange, renew and extend, and refinance all indebtedness evidenced by and outstanding under the Second Amended and Restated Loan Agreement pursuant to that certain Third Amended and Restated Loan Agreement, dated as of September 5, 2019 by and among the Second Amended and Restated Borrowers and Cathexis Holdings III, LP, a Texas limited partnership, as borrowers (collectively, the "Borrowers"), the Administrative Agent and the various Lenders party thereto from time to time (as may be thereafter amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") whereby the Commitment shall be increased.

D. Mortgagor and Mortgagee now desire to amend the Original Mortgage to reflect the Loan Agreement by executing and delivering this Second Amendment to Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement (the "Amendment").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. Amendments.

(a) The Original Mortgage is hereby amended by deleting any reference to "8012127182" and substituting it with "802127182".

(b) The Recitals of the Original Mortgage are hereby amended by deleting the Recitals in their entirety and replacing them with the following:

> " WHEREAS, Cathexis Holdings, LP, a Texas limited partnership ("Holdings") and Goldman Sachs Bank USA ("Goldman"), as lender, entered into that certain Amended and Restated Loan Agreement, dated as of December 31, 2014, as amended by that certain First Amendment to Amended and Restated Loan Agreement dated as of May 8, 2015, as further amended by that certain Letter Agreement (Second Amendment) to Amended and Restated Loan Agreement dated as of November 2, 2015, as further amended by that certain Consent and Third Amendment to Amended and Restated Loan Agreement dated as of May 5, 2016, and as further amended by that certain Consent and Fourth Amendment to Amended and Restated Loan Agreement dated as of August 26, 2016, (collectively, the "Original Holdings Loan Agreement"), pursuant to which Goldman agreed to make certain advances to or for the account of Holdings;
>
> WHEREAS, CSL Exploration, LP, a Texas limited partnership (formerly known as CATOG South Louisiana, LP, which was formerly known as Cathexis Oil & Gas, LLC, "CSL Exploration") and Cathexis Non OP WI, LP, a Texas limited partnership ("Cathexis Non Op"), as borrowers, and Goldman, as the administrative agent and as a lender, and the lenders party thereto from time to time, entered into that certain Loan Agreement dated as of July 26, 2013, as amended by that certain First Amendment to Loan Agreement dated as of December 31, 2014, as further amended by that certain Second Amendment to Loan Agreement dated as of February 10, 2015, as further amended by that certain Third Amendment to Loan Agreement dated as of July 1, 2015, as further amended by that certain Fourth Amendment to Loan Agreement dated as of May 5, 2016, and as further amended by that certain Fifth Amendment to Loan Agreement dated as of August 4, 2016 (the "Original Cathexis Oil Loan Agreement" and, together with the Original Holdings Loan Agreement, the "Original Loan Agreements") pursuant to which the lenders thereunder agreed to make certain advances to or for the account of Cathexis Non Op and CSL Exploration;
>
> WHEREAS, the Administrative Agent, the Lenders party thereto from time to time, and the Second Amended and Restated Borrowers amended and restated the Original Loan Agreements in order to restructure, rearrange, renew, extend and refinance all indebtedness evidenced by and outstanding under the Original Loan Agreements as of March 9, 2017 (the "Original Obligations") into obligations and commitments thereunder, and to otherwise amend, modify and consolidate the Original Holdings Loan Agreement and the Original Cathexis Oil Loan Agreement, pursuant to that certain Second Amended and Restated Loan

Agreement, dated as of March 9, 2017, by and among Holdings, CSL Exploration, and Cathexis Non Op, as borrowers (the "Second Amended and Restated Borrowers"), the Administrative Agent, and the various Lenders party thereto from time to time (as may be thereafter amended, restated, supplemented or otherwise modified from time to time, the "Second Amended and Restated Loan Agreement");

WHEREAS, in connection with the Second Amended and Restated Loan Agreement dated as of March 9, 2017, by and among the Second Amended and Restated Borrowers, the Administrative Agent, and the various lenders party thereto from time to time, the Mortgagor executed and delivered this Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement dated as of March 9, 2017, as amended by that certain First Amendment to Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement dated April 2, 2018, in favor of the Mortgagee (the "Original Mortgage");

WHEREAS, the Administrative Agent, the various Lenders party thereto from time to time, and the Borrowers (as defined below) amended and restated the Second Amended and Restated Loan Agreement in order to restructure, rearrange, renew, extend and refinance all indebtedness evidenced by and outstanding under the Second Amended and Restated Loan Agreement as of September 5, 2019 (the "Amended Obligations") into obligations and commitments thereunder, and to otherwise amend, and modify the Second Amended and Restated Loan Agreement, pursuant to that certain Third Amended and Restated Loan Agreement, dated as of September 5, 2019, by and among the Second Amended and Restated Borrowers, and Cathexis Holdings III, LP, a Texas limited partnership, as borrowers (collectively, the "Borrowers"), the Administrative Agent, and the various Lenders party thereto from time to time (as may be thereafter amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, in connection with the execution and delivery of the Loan Agreement, it is a condition precedent that the Mortgagor (as defined below) enter into a Second Amendment to Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement in order to amend the Original Mortgage to reflect the terms and conditions of the Loan Agreement and Amended Obligations thereunder;"

(c) Section 2.1(a) of the Original Mortgage is hereby deleted in its entirety and shall be replaced with the following:

"(a) the "Obligations" as defined in the Loan Agreement, including (i) obligations initially in the aggregate principal amount of up to SIX HUNDRED FIFTY MILLION and No/100 Dollars ($650,000,000), pursuant to that certain

promissory note in the aggregate principal amount of up to Six Hundred Fifty Million and No/100 Dollars, executed by the Borrowers and payable to the Lenders on or before the Maturity Date ($650,000,000), and all other notes given in substitution for the foregoing promissory note, or in modification, renewal, extension or increase thereof, in whole or in part (as from time to time supplemented, amended or modified and all other notes given in substitution therefor or in modification, renewal, replacement or extension thereof, in whole or in part, the "Note") and (ii) pursuant to any agreement with respect to any Hedging Agreements entered into between a Borrower and a Lender Counterparty (a "Secured Hedging Agreement"), including any amounts payable in respect of an early termination under any such agreements described in this Section 2.1(a);"

(d) Section 2.2 of the Original Mortgage is hereby amended by substituting the reference to "(g)" in such subsection with "(f);"

(e) Section 3.1(a) of the Original Mortgage is hereby amended by substituting all references to "4.19(a)" in such subsection with "4.20(a)".

(f) Section 3.3(c) of the Original Mortgage is hereby amended to delete the words "reasonable and" from the last sentence of such subsection.

2. Warranties, Representations and Covenants. The warranties, representations and covenants of Mortgagor contained in the Original Mortgage are hereby reaffirmed by Mortgagor to Mortgagee and are in full force and effect as of the date hereof and as if fully set forth in this Amendment. Additionally, and without limiting the foregoing, Mortgagor does hereby warrant and forever defend all and singular the interests of Mortgagor in and to the Mortgaged Properties.

3. Reaffirmation of Original Mortgage. To secure the full and punctual performance of all present and future Secured Indebtedness (as defined in the Original Mortgage, as amended hereby), Mortgagor hereby acknowledges, ratifies, and confirms the Original Mortgage, as amended by this Amendment, and all of the Liens created and existing thereunder as security for the Secured Indebtedness, on the terms and conditions of the Original Mortgage, as amended by this Amendment.

4. Miscellaneous.

(a) This instrument shall be considered as an amendment to and ratification of the Original Mortgage, and except as herein expressly amended, the Original Mortgage is hereby ratified, approved and confirmed in every respect. Mortgagor and Mortgagee agree that neither the Loan Agreement nor this Amendment shall constitute a novation of the Secured Indebtedness as defined in the Original Mortgage, as amended by this Amendment. The execution, delivery, and effectiveness of this Amendment shall not discharge or release any Lien or priority of the Original Mortgage or any other security interest. Mortgagor and Mortgagee agree that all Liens, rights, powers, privileges, and security interests existing pursuant to the Original Mortgage shall

continue without interruption or lapse. All Liens created, extended or renewed by the Original Mortgage are hereby extended, renewed and carried forward by this instrument and incorporated herein. All references to the Original Mortgage in any documents heretofore or hereafter executed shall be deemed to refer to the Original Mortgage as amended by this Amendment.

(b) Capitalized terms shall have the meanings set forth herein, if defined herein. Capitalized terms used, but not defined herein, shall have the meanings given to such terms in the Original Mortgage.

(c) This instrument may be executed in multiple original counterparts. 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.

(d) This Amendment shall be governed by and construed in accordance with the laws of the State of Louisiana as set forth in Section 9.12 of the Original Mortgage.

(e) TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, EACH OF THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT WHICH IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THE LOAN AGREEMENT, THE ORIGINAL MORTGAGE, THIS AMENDMENT, THE NOTE OR THE OTHER SECURITY DOCUMENTS, OR ANY TRANSACTION CONTEMPLATED THEREBY, BEFORE OR AFTER MATURITY.

(f) **THIS WRITTEN AGREEMENT AND THE OTHER SECURITY DOCUMENTS DESCRIBED IN THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

[SIGNATURES BEGIN ON THE FOLLOWING PAGE.]

THUS DONE AND PASSED in Houston, Texas, on this 26th day of August, 2019, but effective as of the Effective Date, in the presence of the undersigned witnesses who hereunto sign their names with the Mortgagor, and me, Notary, after due reading of the whole.

WITNESSES:

Marshall T. White

MARSHALL T. WHITE
Printed Name

Cody X

Cody X
Printed Name

MORTGAGOR:

CSL EXPLORATION, LP, a Texas limited partnership

By: Cathexis Subsidiaries GP, LLC, its general partner

By:
Name: William B. Harrison
Title: President

Selivia Jean
NOTARY PUBLIC
State of Tx /County of Harris
Printed Name: Selivia Jean
My Commission Expires: 6/1/2022
Bar#/Notary#: 131 590 820

SELIVIA JEAN
Notary ID #131590820
My Commission Expires
June 1, 2022

[SIGNATURE PAGE TO SECOND AMENDMENT TO ACT OF MORTGAGE]

THUS DONE AND PASSED in DALLAS, TX on this 31 day of July, 2019, but effective as of the Effective Date, in the presence of the undersigned witnesses who hereunto sign their names with the Mortgagee, and me, Notary, after due reading of the whole.

WITNESSES:

Adrian Do
Printed Name

Ryan Isaacs
Printed Name

MORTGAGEE:

GOLDMAN SACHS BANK USA, as Administrative Agent

By: _____
Name: Greg Furness
Title: Authorized Signatory

Robyn Hennegan
NOTARY PUBLIC
State of TX/County of DALLAS
Printed Name: Robyn Hennegan
My Commission Expires: 3-6-2021
Bar#/Notary#: 129334308

ROBYN HENNEGAN
My Notary ID # 129334308
Expires March 6, 2021

Schedule I

MORTGAGE

DOCUMENT	JURISDICTION	RECORD TYPE	BK	PG	FILE NO.	FILE DATE
Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement dated March 9, 2017, from CSL Exploration, LP to Goldman Sachs Bank USA, as Administrative Agent for the benefit of the Secured Parties	Acadia Parish, Louisiana	Mortgage Book Conveyance Book	989 W69	217 543	883894 884090	3/14/2017 3/17/2017
Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement dated March 9, 2017, from CSL Exploration, LP to Goldman Sachs Bank USA, as Administrative Agent for the benefit of the Secured Parties	Jefferson Parish, Louisiana	Mortgage Book Conveyance Book	4725 3385	804 981	11710268 11711995	3/14/2017 3/28/2017
Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement dated March 9, 2017, from CSL Exploration, LP to Goldman Sachs Bank USA, as Administrative Agent for the benefit of the Secured Parties	Vermilion Parish, Louisiana	Mortgage and Conveyance Books	N/A	N/A	2017002417	3/14/2017

Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement dated March 9, 2017, from CSL Exploration, LP to Goldman Sachs Bank USA, as Administrative Agent for the benefit of the Secured Parties	BOEM	Non-required filing	n/a	n/a	OCS-G 33604	3/21/2017
First Amendment to Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement dated April 2, 2018, from CSL Exploration, LP to Goldman Sachs Bank USA, as Administrative Agent	Acadia Parish, Louisiana	Mortgage Book Conveyance Book	1014 O70	210 876	894448	4/6/2018
First Amendment to Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement dated April 2, 2018, from CSL Exploration, LP to Goldman Sachs Bank USA, as Administrative Agent	Jefferson Parish, Louisiana	Mortgage Book Conveyance Book	4773 3408	509 481	11816563 11836318	4/6/2018 7/20/2018
First Amendment to Act of Mortgage, Assignment of Production and As-Extracted Collateral, Security Agreement and Financing Statement dated April 2, 2018, from CSL Exploration, LP to Goldman Sachs Bank USA, as Administrative Agent	Vermilion Parish, Louisiana	Mortgage and Conveyance Books	n/a	n/a	2018002505	4/6/2108

Exhibit A

RESOLUTIONS

[Please see attached].

WRITTEN CONSENT OF THE SOLE MANAGER OF

CATHEXIS SUBSIDIARIES GP, LLC

September 5, 2019

The undersigned, being the Manager of Cathexis Subsidiaries GP, LLC, a Texas limited liability company (the "***Company***"), does hereby ratify, approve, consent to and adopt, in accordance with that certain Limited Liability Company Agreement of Cathexis Subsidiaries GP, LLC effective as of October 27, 2014, the following resolutions as the date first written above:

LOAN AGREEMENT AND OTHER LOAN DOCUMENTS

WHEREAS, the Company is the general partner of each of (i) Cathexis Financial Services, LP, a Texas limited partnership ("***Cathexis Financial***"), (ii) Cathexis Fund of Funds, LP, a Texas limited partnership ("***Cathexis Fund***"), (iii) Cathexis Stocks, LP, a Texas limited partnership ("***Cathexis Stocks***"), (iv) Cathexis Capital, LP, a Texas limited partnership ("***Cathexis Capital***"), (v) Cathexis RE Holdings, LP, a Texas limited partnership ("***Cathexis RE***"), (vi) CSL CM, LP, a Texas limited partnership ("***CSL CM***"), (vii) CSL CM II, LP, a Texas limited partnership ("***CSL CM II***"), (viii) CSL CM III, LP, a Texas limited partnership ("***CSL CM III***"), (ix) Cat HIL, Ltd., a Texas limited partnership ("***Cat HIL***"), (x) Cathexis Royalties & Minerals, LP, a Texas limited partnership ("***Cathexis Royalties***"), (xi) BFH Mining, Ltd., a Texas limited partnership ("***BFH Mining***"), (xii) Cathexis Non OP WI, LP, a Texas limited partnership ("***Cathexis Non OP***"), (xiii) ISG Construction, LP, a Texas limited partnership ("***ISG***"), (xiv) CSL Exploration LP, a Texas limited partnership ("***CSL***"), (xv) Cathexis Holdings II, LP, a Texas limited partnership ("***Cathexis Holdings II***"), (xvi) Cathexis Ventures, LP, a Texas limited partnership ("***Cathexis Ventures***"), and (xvii) Cathexis Ventures II, LP, a Texas limited partnership ("***Cathexis Ventures II***", and together with Cathexis Financial, Cathexis Fund, Cathexis Stocks, Cathexis Capital, Cathexis RE, CSL CM, CSL CM II, CSL CM III, Cat HIL, Cathexis Royalties, BFH Mining, Cathexis Non OP, ISG, CSL, Cathexis Holdings II, and Cathexis Ventures, collectively, the "***First Tier Subsidiaries***"); and

WHEREAS, Cathexis Capital is the sole member of WR Forest, LLC, a Texas limited liability company ("***WR Forest***"); and

WHEREAS, Cathexis RE is the sole member of BFH Ranching Operations, LLC, a Texas limited liability company ("***BFH Ranching Ops***"); and

WHEREAS, BFH Ranching Ops is the general partner of BFH Ranching Ltd, a Texas limited partnership ("***BFH Ranching***"); and

WHEREAS, Cathexis Royalties is the managing member of Arrow S Oil Holdings, LLC, a Delaware limited liability company ("***Arrow S Holdings***"); and

WHEREAS, Arrow S Holdings is the managing member of each of (a) Arrow S Oil Administration, LLC, a Delaware limited liability company ("***Arrow S Administration***"), and (b) Arrow S Oil Management, LLC, a Delaware limited liability company ("***Arrow S Management***"); and

WHEREAS, Arrow S Administration is the general partner of Arrow S Oil Royalty Co, LP, a Delaware limited partnership ("***Arrow S Royalty***"); and

WHEREAS, Arrow S Royalty is the managing member of Arrow S Oil Minerals, LLC, a Delaware limited liability company ("***Arrow S Minerals***"); and

WHEREAS, Arrow S Management is the managing member of each of (a) Arrow S Oil Operating, LLC, a Delaware limited liability company ("***Arrow S Operating***"), and (b) Arrow S Oil Properties, LLC, a Delaware limited liability company ("***Arrow S Properties***," and together with Arrow S Holdings, Arrow S Administration, Arrow S Management, Arrow S Royalty, Arrow S Minerals, and Arrow S Operating, the "***Arrow S Subsidiaries,***" and together with the First Tier Subsidiaries, WR Forest, BFH Ranching Ops, and BFH Ranching, the "***Subsidiaries***"); and

WHEREAS, the following resolutions are being adopted by the Manager in the name and on behalf of the Company, acting (a) in its own capacity, (b) in its capacity as the general partner of each of the First Tier Subsidiaries, (c) in its capacity as the general partner of Cathexis Capital acting as the sole member of WR Forest, (d) in its capacity as the general partner of Cathexis RE acting as the sole member of BFH Ranching Ops, acting in its capacity as the general partner of BFH Ranching, and (e) in its capacity as the general partner of Cathexis Royalties acting as the managing member of Arrow S Holdings, acting in its capacity as the managing member of each of (i) Arrow S Administration, acting in its capacity as the general partner of Arrow S Royalty, acting in its capacity as the managing member of Arrow S Minerals, and (ii) Arrow S Management acting as the managing member of each of Arrow S Operating and Arrow S Properties (such capacities being referred to herein as the "***Applicable Capacities***"); and

WHEREAS, Cathexis Holdings, LP, a Texas limited partnership, Cathexis Non OP, CSL, and Cathexis Holdings III, LP, a Texas limited partnership (each a "***Borrower***" and collectively, the "***Borrowers***") and Goldman Sachs Bank USA, as administrative agent (the "***Administrative Agent***"), and the lenders from time to time party thereto (the "***Lenders***") desire to enter into that certain Third Amended and Restated Loan Agreement dated on or around the date hereof (as thereafter amended, restated, supplemented or otherwise modified from time to time, the "***Loan Agreement***"), pursuant to which the Lenders agree to make loans from time to time for the account of the Borrowers or their subsidiaries; and

WHEREAS, the Borrowers desire to execute a Fourth Amended and Restated Revolving Note, dated on or around the date hereof, in favor of the Administrative Agent in the aggregate principal amount of up to $650,000,000.00 (the "***Note***"); and

WHEREAS, in order to induce the Administrative Agent and the Lenders to enter into the Loan Agreement, (i) each of the guarantors party to the Guaranty are required to guaranty, or restate their existing guaranty of, as applicable, Borrowers' payment and performance under the Loan Agreement and (ii) each of the grantors party to the Security Agreement (collectively, the "***Grantors***") are required to give security, or restate their existing security, as applicable, for Borrowers' payment and performance under the Loan Agreement; and

WHEREAS, Cathexis Holdings II is required to pledge its interest in (i) Maritime Worldwide Holdings Limited, a company organized under the laws of the British Virgin Islands ("***Maritime Worldwide***"), (ii) Cathexis UK Holdings II, Limited, a company organized under the laws of England and Wales ("***Cathexis UK Holdings II***"), and (iii) Yondr Group Holdings, B.V., a *besloten vennootschap met beperkte aansprakelijkheid* organized under the laws of the Netherlands ("***Yondr Group Holdings***"); and

WHEREAS, in connection with the foregoing, Cathexis Holdings II intends to execute and deliver (i) that certain Equitable Share Mortgage in favor of Administrative Agent pledging those equity interests in Maritime Worldwide (as thereafter amended, restated, supplemented or otherwise modified from time to time, the "***BVI Share Mortgage***"), (ii) that certain Charge Over Shares in favor of Administrative Agent pledging those equity interests in Cathexis UK Holdings II (as thereafter amended, restated, supplemented or otherwise modified from time to time, the "***UK Share Charge***"), and (iii) that certain Deed of Disclosed Pledge Over Registered Shares in favor of Administrative Agent pledging those equity interests in Yondr Group Holdings (as thereafter amended, restated, supplemented or otherwise modified from time to time, the "***Dutch Share Pledge***," and together with the BVI Share Mortgage and the UK Share Charge, collectively, the "***Foreign Share Charges***"); and

WHEREAS, in connection with the foregoing, the Company and each Subsidiary party thereto, as applicable, intends to execute and deliver (i) that certain Third Amended and Restated Guaranty, dated on or around the date hereof, by and among certain affiliates of the Company in favor of the Administrative Agent (as thereafter amended, restated, supplemented, or modified from time to time, the "***Guaranty***") in connection with and guaranteeing payment and performance of Borrowers' obligations under the Loan Agreement, and (ii) that certain Third Amended and Restated Security and Pledge Agreement, dated on or around the date hereof, by and among certain affiliates of the Company, the Secured Party and the Securities Intermediary (as defined therein) (the "***Security Agreement***") in connection with providing security for payment and performance of Borrowers' obligations under the Loan Agreement, whereby Company and each applicable Subsidiary that is a Grantor will pledge its membership or partnership interest in its applicable subsidiaries (as described in the Security Agreement), and (iii) certain mortgages, deeds of trust and assignments of production on certain mineral and real property interests owned by each applicable entity (the "***Mortgages***"), and (iv) certain other instruments, certificates or documents contemplated by the Loan Agreement (collectively, and together with the Loan Agreement, the Note, the Guaranty, the Security Agreement, the Mortgages, the Foreign Share Charges, and the other documents described above, the "***Loan Documents***"); and

WHEREAS, the Company, in its Applicable Capacities, desires to authorize the filing of financing statements and/or continuations thereof with respect to security interests granted by the Grantors to the Administrative Agent (the "***Financing Statements***"); and

WHEREAS, the Company has reviewed the Loan Documents, and is of the opinion that the execution, delivery, and performance of the Loan Documents are in the best interest of the Company, for itself and in its Applicable Capacities, and are in the best interest of each of the Subsidiaries; are necessary and convenient to the conduct, promotion, or attainment of the business of the Company and each of the Subsidiaries; and that the Company and each of the

Subsidiaries will benefit, directly, and indirectly, from executing and delivering the Loan Documents to which each is to be a party.

NOW THEREFORE, IT IS HEREBY RESOLVED, that the Company finds that the execution, delivery, and performance of the Loan Agreement and each of the other Loan Documents, including, without limitation, the borrowing by each of Cathexis Non OP and CSL of the Loans, are necessary and convenient to the conduct, promotion, and attainment of the business and purpose of the Company and each of the Subsidiaries and that the execution, delivery, and performance of the Loan Agreement and each other Loan Document, and the performance of the guaranty by the Company and each of the Subsidiaries of all obligations and liabilities of the Borrowers in favor of Administrative Agent thereunder, are reasonably expected to directly and indirectly benefit the Company and each of the Subsidiaries and are in the best interest of the Company and each of the Subsidiaries; and it is further

RESOLVED, that each of the Cathexis Non OP and CSL, is hereby authorized to obtain from time to time the Loans from the Lenders pursuant to the terms and conditions of the Loan Agreement; and it is further

RESOLVED, that the Company, in its Applicable Capacities, hereby authorizes and approves in every respect the forms, terms and provisions of the Loan Agreement, and each of the other Loan Documents, and the President, any Vice President, the Secretary or the Treasurer of the Company (the "***Company Authorized Officer***") be, and hereby is, authorized and empowered to execute and deliver, as applicable, each of the Loan Documents on behalf of the Company, in its Applicable Capacities, whether acting for and on its own behalf or for and on behalf of any other Subsidiary that is a subsidiary thereof, and without necessity for joinder or consent of any other person, with such changes therein as the Company Authorized Officer executing the same shall approve, such approval to be evidenced conclusively by his or her execution and delivery of, as applicable, each of the Loan Documents; and it is further

RESOLVED, that each of the President, any Vice President, the Secretary or the Treasurer of WR Forest (the "***WR Forest Authorized Officer***") be, and hereby is, authorized and empowered to execute and deliver the Loan Documents on behalf of WR Forest, and without necessity for joinder or consent of any other person, with such changes therein as the WR Forest Authorized Officer executing the same shall approve, such approval to be evidenced conclusively by his or her execution and delivery of the Loan Documents; and it is further

RESOLVED, that each of the President, any Vice President, the Secretary or the Treasurer of BFH Ranching Ops (the "***BFH Ranching Authorized Officer***") be, and hereby is, authorized and empowered to execute and deliver the Loan Documents for itself and on behalf of BFH Ranching, and without necessity for joinder or consent of any other person, with such changes therein as the BFH Ranching Ops Authorized Officer executing the same shall approve, such approval to be evidenced conclusively by his or her execution and delivery of the Loan Documents; and it is further

RESOLVED, that each of (i) the President, any Vice President, the Secretary or the Treasurer of Cathexis Royalties, and (ii) the President, any Vice President, the Secretary or the Treasurer of each Arrow S Subsidiary, as applicable (collectively, each an "***Arrow S Authorized***

Officer," and together with the Company Authorized Officer, WR Forest Authorized Officer, and BFH Ranching Authorized Officer, the "***Authorized Officers***," and individually, an "***Authorized Officer***") be, and hereby is, authorized and empowered to execute and deliver the Loan Documents for itself and on behalf of the Arrow S Subsidiaries, and without necessity for joinder or consent of any other person, with such changes therein as the Arrow S Authorized Officer executing the same shall approve, such approval to be evidenced conclusively by his or her execution and delivery of the Loan Documents; and it is further

RESOLVED, that the Company, in its Applicable Capacities, hereby authorizes the pledge, assignment and transfer to the Administrative Agent, or restatement thereof, as applicable, for the benefit of the Lenders, of a security interest in (i) any and all applicable Collateral (as defined in the Security Agreement) and (ii) any and all applicable Properties (as defined in the Loan Agreement), in each case, as collateral security for the obligations; and it is further

RESOLVED, that the Company, in its Applicable Capacities, hereby authorizes the guaranty of the payment and performance of Borrowers' obligations under the Loan Agreement; and it is further

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered, and directed, for and on behalf and in the name of the Company, in its Applicable Capacities, and each Subsidiary as applicable to do and perform such acts and deeds, , and to execute, acknowledge, and deliver such other instruments, documents, and certificates as such Authorized Officer executing the same shall deem necessary or appropriate in order to perform, carry out, and comply with the terms of the Loan Documents and these resolutions; and it is further

RESOLVED, that the Company, in its Applicable Capacities, has authorized the Administrative Agent to file the Financing Statements.

REAFFIRMATION/APPOINTMENT OF OFFICER

RESOLVED, that the following persons be, and hereby are, reaffirmed or appointed, as applicable, as the officers of the Company, to act on behalf of Company in the transaction of the business of the Company and to serve in the capacity set forth below until their death, resignation or removal or until their successors are duly elected and qualified:

William B. Harrison	President
Marshall T. White	Vice President and Secretary
Fran Jandjel	Treasurer

RESOLVED, that the following persons be, and hereby are, reaffirmed or appointed, as applicable, as the officers of WR Forest , to act on behalf of WR Forest in the transaction of the business of WR Forest and to serve in the capacity set forth below until their death, resignation or removal or until their successors are duly elected and qualified:

William B. Harrison	President
Marshall T. White	Vice President and Secretary
Fran Jandjel	Treasurer

RESOLVED, that the following persons be, and hereby are, reaffirmed or appointed, as applicable, as the officers of BFH Ranching Ops, to act on behalf of BFH Ranching Ops in the transaction of the business of BFH Ranching Ops and to serve in the capacity set forth below until their death, resignation or removal or until their successors are duly elected and qualified:

William B. Harrison	President
Marshall T. White	Vice President and Secretary
Fran Jandjel	Treasurer

RESOLVED, that the following persons be, and hereby are, reaffirmed or appointed, as applicable, as the officers of (i) Cathexis Royalties and (ii) each of the Arrow S Subsidiaries in the transaction of the business of the Arrow S Subsidiaries and to serve in the capacity set forth below until their death, resignation or removal or until their successors are duly elected and qualified:

William B. Harrison	President
Marshall T. White	Vice President and Secretary
Fran Jandjel	Treasurer

GENERAL AUTHORIZATIONS

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered and directed, for and on behalf of the Company, in its Applicable Capacities, and each Subsidiary as applicable, to agree to any amendments, restatements, modifications or changes to the Loan Documents as such Authorized Officer shall deem necessary, and any execution and delivery of such amended or modified Loan Documents by such Authorized Officer shall be conclusive evidence of approval thereof, and all such modifications or amendments shall be deemed authorized by the Manager and the Company pursuant to the terms hereof; and it is further

RESOLVED, that the Loan Agreement and all other Loan Documents and other instruments, documents, indebtedness, liabilities, or obligations, if any, heretofore executed, contracted, or made with the Administrative Agent or any other person under the Loan Documents on behalf of the Company, in its Applicable Capacities, or any Subsidiary, as applicable, by such Authorized Officer and all actions of any Authorized Officer prior to the adoption of these resolutions, including, but not limited to, negotiation of the terms and/or the execution of the Loan Documents be, and they hereby are, confirmed, ratified and approved as

authorized and valid acts taken on behalf of the Company or any of the Subsidiaries, as the case may be; and it is further

RESOLVED, that each of the Authorized Officers be, and hereby is, authorized, empowered and directed for and on behalf of the Company, in its Applicable Capacities, and for and on behalf of each Subsidiary as applicable, to execute and deliver on behalf of the Company and each of the Subsidiaries such other instruments, certificates and documents, including agreements and amendments to agreements, to make such payments and to take, or cause to be taken, such further action for and on behalf of the Company, in its Applicable Capacities, and each of the Subsidiaries as such Authorized Officer shall deem necessary or appropriate to enable the Company and each of the Subsidiaries to perform their respective obligations and exercise their respective rights pursuant to the Loan Agreement and any other Loan Documents and otherwise to carry out the intent and purpose of the foregoing resolutions and the transactions contemplated thereby; and it is further

RESOLVED that any and all actions heretofore taken, and any and all things theretofore done, by the Authorized Officers or other representative of the Company, in its Applicable Capacities, and each of the Subsidiaries, in connection with, or with respect to, the matters referred to in the foregoing resolutions be, and they hereby are, confirmed, ratified and approved as authorized and valid acts taken on behalf of the Company and each of the Subsidiaries, as the case may be.

[*Signature Page Follows*]

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

MANAGER:

William B. Harrison

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