

Vinson&Elkins

RECEIVED  
ADJUDICATION SECTION  
OCT 01 2020

October 1, 2020

Bureau of Ocean Energy Management,  
Regulation and Enforcement  
MS 5421  
1201 Elmwood Park Blvd.  
New Orleans, LA 70123-2394  
Attn: Adjudication

Re: Kosmos Energy Gulf of Mexico Operations, LLC/Required Category 1 filing  
Leases on Exhibit A attached

Dear Sir or Madam:

Enclosed please find an executed copy of an Act of Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement by and between Kosmos Energy Gulf of Mexico Operations, LLC, as Mortgagor and CLMG Corp., as Mortgagee.

Please file this document as Required category 1 document – Mortgage, Deed of Trust and Security Agreement and return an acknowledgement copy to me.

Also enclosed is confirmation of the online payment at Pay.gov in the amount of \$1,276.00. If you have any questions, please do not hesitate to call me toll free at (800) 833-1594 extension 2460.

Very truly yours,

*Bradley Parkman*

Bradley Parkman  
Paralegal

EXHIBIT A

"LEASES"

OCS-G 02439  
OCS-G 08483  
OCS-G 15161  
OCS-G 18292  
OCS-G 21176  
OCS-G 22868  
OCS-G 22873  
OCS-G 22877  
OCS-G 24059  
OCS-G 24060  
OCS-G 24064  
OCS-G 24102  
OCS-G 24107  
OCS-G 25673  
OCS-G 26664

OCS-G 33242  
OCS-G 34435  
OCS-G 34438  
OCS-G 34441  
OCS-G 34891  
OCS-G 34892  
OCS-G 35320  
OCS-G 35326  
OCS-G 35349  
OCS-G 35632  
OCS-G 35658  
OCS-G 35821  
OCS-G 36135  
OCS-G 36142  
OCS-G 36146

OCS-G 36283  
OCS-G 36354  
OCS-G 36355  
OCS-G 36392  
OCS-G 36394  
OCS-G 36438  
OCS-G 36471  
OCS-G 36657  
OCS-G 36658  
OCS-G 36693  
OCS-G 36694  
OCS-G 36794  
OCS-G 36801  
OCS-G 36844

**ACT OF MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT,  
FIXTURE FILING AND FINANCING STATEMENT**

THIS INSTRUMENT IS A MULTIPLE INDEBTEDNESS MORTGAGE.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN MINERALS OR THE LIKE (INCLUDING OIL AND GAS) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD. THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN FIXTURES. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORDING, AMONG OTHER PLACES, IN THE MORTGAGE AND UCC RECORDS. PRODUCTS OF THE COLLATERAL ALSO ARE COVERED.

FROM

KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC  
(Mortgagor and Debtor)

TO

CLMG CORP.  
(Mortgagee and Secured Party)

September 30, 2020

For purposes of filing this Mortgage as a financing statement and a fixture filing, the mailing address of Mortgagor is c/o Kosmos Energy Ltd., 8176 Park Lane, Suite 500, Dallas, Texas 75231. Kosmos Energy Gulf of Mexico Operations, LLC is a limited liability company organized under the laws of the state of Delaware and its organizational number is 5303207. Mortgagee's mailing address is 7195 Dallas Parkway, Plano, Texas 75024. The Mortgagor is the record owner of the Collateral.

\*\*\*\*\*

This instrument, prepared by Vinson & Elkins L.L.P., 1001 Fannin Street, Suite 2500, Houston, Texas 77002 (Phone: 713-758-2222) and reviewed for compliance with recording requirements by Locke Lord LLP, 601 Poydras Street, Suite 2660, New Orleans, Louisiana 70130 (Phone: 504-558-5100), contains after-acquired property provisions and covers future advances and proceeds to the fullest extent allowed by applicable law.

ATTENTION RECORDING OFFICER: This instrument is a mortgage of both real/immovable and personal/movable property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code in effect in the State of Louisiana. This instrument

creates a lien on rights in or relating to lands of Mortgagor that are described on Exhibit A attached hereto and made a part hereof and in instruments and documents described on such Exhibit A.

**RECORDED DOCUMENT SHOULD BE RETURNED TO:**

VINSON & ELKINS, L.L.P.  
1001 Fannin Street, Suite 2500  
Houston, Texas 77002  
Attn: Bradley Parkman

**ACT OF MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT,  
FIXTURE FILING AND FINANCING STATEMENT**

ACT OF MORTGAGE, ASSIGNMENT OF	§	UNITED STATES OF AMERICA
PRODUCTION, SECURITY AGREEMENT,	§	
FIXTURE FILING AND FINANCING	§	THE STATE OF TEXAS
STATEMENT	§	
	§	COUNTY OF DALLAS
	§	
BY: KOSMOS ENERGY GULF OF	§	
MEXICO OPERATIONS, LLC	§	
	§	
TO: CLMG CORP.	§	
	§	
	§	
	§	

RECEIVED  
ADJUDICATION SECTION  
OCT 01 2020

BE IT KNOWN, that on September 30, 2020 ("Effective Date"), Mortgagor (hereinafter defined) and Mortgagee (hereinafter defined), before the undersigned Notaries Public, duly commissioned and qualified in and for the States and Parish/County aforesaid, and in the presence of the undersigned respective competent witnesses, personally came and appeared:

**KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC**, a Delaware limited liability company with offices c/o Kosmos Energy Ltd., 8176 Park Lane, Suite 500, Dallas, Texas 75231 ("Mortgagor"), represented herein by its undersigned officer, duly authorized by the resolutions attached hereto as Exhibit B, whose last four digits of its Taxpayer Identification Number are 4580 and whose organizational number is 5303207 (both as represented herein by its undersigned officers, duly authorized); and

**CLMG CORP.**, a Texas corporation with offices at 7195 Dallas Parkway, Plano, Texas 75024, as Term Loan Collateral Agent ("Mortgagee");

who, being duly sworn, declare and say that, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, hereby agree as follows:

**RECITALS**

A. This instrument (the "Mortgage") is executed and delivered by Mortgagor to and in favor of Mortgagee.

B. The Mortgagor is party to that certain Senior Secured Term Loan Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Mortgagor, as a co-borrower and the borrower representative, Kosmos Energy GOM Holdings, LLC, a Delaware limited liability company, as a co-borrower (together with the Mortgagor, the "Borrowers"), Kosmos Energy, Ltd., a Delaware corporation ("Parent") and other affiliates of the Mortgagor, as guarantors (together with the Borrowers and Parent, the "Loan Parties"), the Mortgagee, as term loan collateral agent and administrative agent, and the lenders from time to time party thereto (the "Lenders"), pursuant to

which the Lenders have agreed to make loans and other extensions of credit to the Borrowers for the purposes set forth therein.

C. The Mortgagor and/or certain other Loan Parties (other than Parent) have entered, or may enter, into certain agreements regarding Secured Bank Product Obligations (collectively, the "Secured Bank Products Agreements").

D. (i) The Mortgagor and the other Loan Parties (other than Parent) are party to that certain Term Loan Guarantee and Collateral Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Security Agreement") and (ii) Parent is a party to that certain Parent Guaranty Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Parent Guaranty"), pursuant to which, among other things, upon the terms and conditions stated therein, the applicable Loan Parties have agreed to guarantee the Obligations of the Mortgagor and the other Loan Parties. The Credit Agreement, the Secured Bank Products Agreements, the Term Loan Security Agreement, the Parent Guaranty and the other Loan Documents are collectively referred to herein as the "Secured Transaction Documents".

E. The Mortgagee and the other Secured Parties have conditioned their obligations under the Secured Transaction Documents upon the execution and delivery by the Mortgagor of this Mortgage, and Mortgagor has agreed to enter into this Mortgage.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Mortgagor hereby (i) makes this Mortgage to and in favor of Mortgagee to secure the Obligations and (ii) agrees as follows:

## **ARTICLE I**

### **Definitions**

1.1 "Collateral" means the Realty Collateral, Personalty Collateral and Fixture Collateral.

1.2 "Contracts" means all contracts, agreements, operating agreements, farm-out or farm-in agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Hydrocarbons, rights-of-way, easements; surface leases, equipment leases, permits, franchises, licenses, pooling or unitization agreements, and unit or pooling designations and orders now or hereafter affecting any of the Oil and Gas Properties, Operating Equipment, Fixture Operating Equipment or Hydrocarbons now or hereafter covered hereby, or that are useful or appropriate in drilling for, producing, treating, handling, storing, transporting or marketing oil, gas or other minerals produced from any of the Oil and Gas Properties, and all such contracts and agreements as they may be amended, restated, modified, substituted or supplemented from time to time.

1.3 "Default Rate" means the default rate per annum set forth in Section 2.05(b) of the Credit Agreement applicable upon the occurrence and during the continuance of an Event of Default, but in no event to exceed the Maximum Lawful Rate.



1.4 “Excluded Property” means the following:

(a) any assets over which the granting of Liens under the Term Loan Collateral Documents in such assets would be prohibited by contract or agreement (to the extent existing (x) on the Effective Date or (y) at the time such assets are acquired and not entered into in contemplation of such acquisition), applicable law or regulation (other than to the extent that such prohibition would be rendered ineffective pursuant to LSA. RS. Sections 10:9-406, 10:9-407, 10:9-408 or 10:9-409 of the Uniform Commercial Code or any other applicable law) or would require the consent of any Person (other than the Mortgagor or any of its Affiliates) that has not been obtained after the use of commercially reasonable efforts by the Mortgagor to obtain such consent (to the extent such consent right (x) existed on the Effective Date or (y) at the time such assets are acquired and not in contemplation thereof) or would require the consent of any Governmental Authority or regulatory body unless such consent has been obtained (in each case, other than to the extent that such consent requirement would be rendered ineffective pursuant to LSA. RS. Sections 10:9-406, 10:9-407, 10:9-408 or 10:9-409 of the Uniform Commercial Code or any other applicable law); *provided that* any such asset or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as such prohibition or consent requirement is effective and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition or consent requirement is no longer effective;

(b) any lease, license, contract, property right, general intangible, agreement, asset or property to which the Mortgagor is a party or has rights, or which is otherwise subject to a purchase money security interest, or any of its rights or interests thereunder (excluding any oil and gas lease or other Hydrocarbon Interests), if and only for so long as the grant of a Lien under the Term Loan Collateral Documents would constitute or result in a breach, termination or default under, or would invalidate, any such lease, license, contract, property right, general intangible, agreement, asset or property or purchase money arrangement or create a right of termination in favor of any party thereto (other than the Mortgagor or any of its Affiliates) (other than to the extent that any term of such lease, license, contract, property right, general intangible, agreement, asset or property or purchase money arrangement would be rendered ineffective pursuant to LSA. RS. Sections 10:9-406, 10:9-407, 10:9-408 or 10:9-409 of the Uniform Commercial Code or any other applicable law); *provided that* such lease, license, contract, property right or agreement or purchase money arrangement or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as the consequences specified above will result and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such consequences will no longer result;

(c) any governmental permits, franchises, approvals, charters, authorizations or licenses or state or local permits, franchises, approvals, charters, authorizations or licenses, to the extent a grant of a Lien under the Term Loan Collateral Documents in any such permit, franchise, approval, charter, authorization or license is prohibited or restricted thereby (other than to the extent that any such prohibition or restriction would be rendered ineffective pursuant to LSA. RS. Sections 10:9-406, 10:9-407, 10:9-408 or 10:9-409 of the Uniform Commercial Code or any other applicable law); *provided that* any such permit, franchise, approval, charter, authorization or license or, to the extent severable, any portion thereof, will be an Excluded Property only to the

extent and for so long as such prohibition or restriction is effective and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition is no longer effective; and

(d) any Excluded Account,

*provided that* notwithstanding anything to the contrary in this Agreement, (x) "Excluded Assets" shall not include any oil and gas leases or other Hydrocarbon Interests and (y) to the extent that the Mortgagor grants a Lien on any asset or right described in clauses (a) through (d) above to secure any obligations under any of its other Debt (other than in the case of clause (b), Debt permitted to be secured pursuant to Section 5.02(a)(iii) of the Credit Agreement), such asset or right will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically.

1.5 "Event of Default" shall have the meaning set forth in Article V hereof.

1.6 "Fixture Collateral" means all of Mortgagor's interest now owned or hereafter acquired in and to all Fixture Operating Equipment and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.7 "Fixture Operating Equipment" means any of the items described in the first sentence of Section 1.12 that, as a result of being incorporated into realty or structures or improvements located therein or thereon, constitute fixtures under the laws of Louisiana.

1.8 "Hydrocarbon Interests" means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, fee interests, surface interests, mineral fee interests, overriding royalty interests and other royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature. Unless otherwise indicated herein, each reference to the term "Hydrocarbon Interests" shall mean Hydrocarbon Interests of the Mortgagor.

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

1.10 "Obligations" means all obligations of every nature of each Loan Party from time to time owed to any Secured Party from time to time outstanding under the Credit Agreement and under the other Loan Documents or otherwise under any Loan, Secured Cash Management Agreement or Secured Hedge Agreement, including, without limitation, all principal and all interest, fees, premium, the Exit Fee, expenses, and other charges accrued or accruing (or which would, absent commencement of any bankruptcy, insolvency or other similar proceeding involving creditors' rights generally and any proceeding ancillary thereto, accrue) on or after the commencement of any bankruptcy, insolvency or other similar proceeding involving creditors' rights generally and any proceeding ancillary thereto at the rate provided for herein or the relevant



Loan Document, whether or not such interest, fees, premium, Exit Fee, expenses or other charges are allowed or allowable in any such bankruptcy, insolvency or other similar proceeding involving creditors' rights generally and any proceeding ancillary thereto.

1.11 "Oil and Gas Property" or "Oil and Gas Properties" means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests; and (g) all Properties, rights, titles, interests and estates described or referred to above, including any and all tangible Property, real or personal, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells, all permanently abandoned and inactive wells, dry holes or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, pipelines, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise indicated herein, each reference to the term "Oil and Gas Properties" shall mean Oil and Gas Properties of the Mortgagor.

1.12 "Operating Equipment" means all surface or subsurface machinery, equipment, facilities, supplies or other Property of whatsoever kind or nature now or hereafter located on any of the Property affected by the Oil and Gas Properties that are useful for the production, treatment, storage or transportation of Hydrocarbons, including all oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumping units and engines, christmas trees, platforms, risers, towers, rigs, derricks, separators, gun barrels, flow lines, pipelines, tanks, gas systems (for gathering, treating and compression), water systems (for treating, disposal and injection), supplies, derricks, wells, power plants, poles, cables, wires, meters, processing plants, compressors, dehydration units, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. "Operating Equipment" shall not include any items incorporated into immovable property or realty or structures or improvements located therein or thereon in such a manner that they no longer remain movable property or personalty under the laws of the state in which such equipment is located.

1.13 “Personalty Collateral” means all of Mortgagor’s interest now owned or hereafter acquired in and to (a) all Operating Equipment, (b) all Hydrocarbons severed and extracted from or attributable to the Oil and Gas Properties, including oil in tanks and all other “as-extracted” collateral from or attributable to the Oil and Gas Properties; (c) general intangibles attributable to or specifically held in inventory for use on the Oil and Gas Properties and all accounts (including accounts resulting from the sale of Hydrocarbons at the wellhead), contract rights, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with the sale or other disposition of any Hydrocarbons or otherwise, including all Liens securing the same, (d) all accounts, contract rights and general intangibles attributable to or related to the Oil and Gas Properties and now existing or hereafter arising regardless of whether any of the foregoing is in connection with or resulting from any of the Contracts, including all Liens securing the same, (e) all Contracts, (f) all personal property located on the real property described in Exhibit A, (g) all proceeds and products of the Realty Collateral and any other contracts or agreements, (h) all information concerning the Oil and Gas Properties and all wells located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, well files, and other books and records (including computerized records and data), (i) any options or rights of first refusal to acquire any Realty Collateral, (j) all As-Extracted Collateral (as defined in the UCC) located in or related to the Oil and Gas Properties, including, without limitation, all As-Extracted Collateral relating to the Hydrocarbon Interests and (k) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.14 “Property” means any property of any kind, whether real/immovable, personal/movable, or mixed and whether tangible or intangible.

1.15 “Realty Collateral” means all of Mortgagor’s interest now owned or hereafter acquired in and to (a) the Oil and Gas Properties described in Exhibit A, including any access rights, water and water rights, and all unsevered and unextracted Hydrocarbons (even though Mortgagor’s interest therein may be described incorrectly in, or a description of a part or all of such interest may be omitted from, Exhibit A), (b) any real property rights described in or arising under a Contract to the extent relating to Property described in Exhibit A, whether or not such Contract is filed of record in the relevant Conveyance Records, Deed Records, Mortgage Records, Oil and Gas Records, Oil and Gas Lease Records, or other records of any Parish or the Bureau of Ocean Energy Management, (c) any pipeline easements, rights of way or other real property rights, including those filed of record in the jurisdiction in which this Mortgage is filed relating to the Property described in Exhibit A, and (d) all improvements and other constructions, including the Operating Equipment, now or hereafter located on any of the immovable property affected by the Oil and Gas Properties to the extent (i) any such improvements and other constructions should constitute or be deemed to constitute immovable property for the purposes of Louisiana law, including any buildings, platforms, structures, towers, rigs or other immovable property or component part thereof, or (ii) any such property is otherwise susceptible of mortgage pursuant to Louisiana Civil Code Article 3286 or Louisiana Mineral Code Article 203.

1.16 “Security Termination” means such time at which each of the following events shall have occurred on or prior to such time: (a) the repayment in full in Cash of all of the outstanding principal amount of the Loans and all other Obligations (except for (i) Secured Bank Product Obligations and (ii) indemnities and other obligations which by the express terms of the relevant

Loan Documents survive the repayment of the Loans and the termination of the Commitments) due and payable under the Loan Documents and (b) the termination of all Commitments.

1.17 All capitalized terms used but not otherwise defined herein shall have the meaning set forth for them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles, Sections, Schedules and Exhibits to this Mortgage, unless otherwise specified. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Mortgage, shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage. As used herein, the term "including" means "including without limitation."

## **ARTICLE II**

### **Creation of Security**

2.1 **Conveyance and Grant of Lien.** In consideration of the Obligations, and in further consideration of the mutual covenants contained herein and in the Credit Agreement and the other Secured Transaction Documents, and to secure payment of the Obligations, and the performance of the covenants and obligations herein contained and in consideration of other valuable consideration in hand paid by Mortgagee to Mortgagor and in consideration of the debts and trusts hereinafter mentioned, the receipt and sufficiency of all of which hereby are acknowledged, Mortgagor, by these presents, hereby specially MORTGAGES, AFFECTS, PLEDGES, HYPOTHECATES, BARGAINS, SELLS, ASSIGNS, TRANSFERS, CONVEYS and GRANTS a security interest and lien unto and in favor of Mortgagee, in and to all right, title and interest of Mortgagor in and to the Realty Collateral, the Fixture Collateral and the Personalty Collateral, including all the real/immovable property, personal/movable property, rights, titles, interests and estates constituting Realty Collateral, Fixture Collateral and/or Personalty Collateral; provided, however, that the terms "Realty Collateral", "Fixture Collateral", "Personalty Collateral" or "Collateral" shall in no event include any Excluded Property, and no lien or security interest is granted hereby in any such Excluded Property.

TO HAVE AND TO HOLD Mortgagor's right, title and interest in and to the Realty Collateral, Fixture Collateral and Personalty Collateral unto Mortgagee and its successors, assigns or substitutes forever, together with all and singular the rights, hereditaments and appurtenances thereto in anywise appertaining or belonging, to secure payment of the Obligations and covenants of Mortgagor contained in this Mortgage and the other Secured Transaction Documents. Mortgagor hereby binds itself, its successors and permitted assigns, to warrant and forever defend its rights, title and interest in and to the Realty Collateral, Fixture Collateral and Personalty Collateral unto Mortgagee, subject in all respects to Permitted Liens, and its successors and permitted assigns, against every Person whomsoever lawfully claiming or to claim the same, or any part thereof.

Subject, however, to the condition that Mortgagee shall not be liable in any respect for the performance of any covenant or obligation of Mortgagor with respect to the Collateral. Any reference in Exhibit A to the name of a well shall not be construed to limit the Collateral to the

well bore of such well or in the pro rata units. It is Mortgagor's intent that this instrument cover Mortgagor's entire interest in the lands, leases, units and other interests set forth in Exhibit A.

Notwithstanding anything contained herein to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation (hereinafter defined)) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Realty Collateral," "Fixture Collateral" or "Personalty Collateral", and no Buildings or Manufactured (Mobile) Homes are encumbered by this Mortgage. As used herein, "Flood Insurance Regulations" shall mean (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.), as the same may be amended or recodified from time to time, and (iv) the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

2.2 **Maximum Amount Secured.** THE TOTAL AMOUNT OF OBLIGATIONS AND ADVANCES SECURED HEREBY MAY DECREASE OR INCREASE FROM TIME TO TIME, BUT AT NO TIME SHALL THE TOTAL PRINCIPAL AMOUNT OF OBLIGATIONS AND ADVANCES SECURED HEREBY EXCEED THE SUM OF FIVE HUNDRED MILLION AND NO/100 U.S. DOLLARS (\$500,000,000.00).

### **ARTICLE III** **Assignment of Production**

3.1 For the purpose of additionally securing the payment of the Obligations and to facilitate the discharge of any of the Obligations and as cumulative of any and all rights and remedies herein provided for, effective as of 7:00 a.m. local time wherein the Collateral is located as of the date hereof, Mortgagor hereby exclusively bargains, sells, transfers, assigns, sets over and conveys unto Mortgagee, its interest in the Hydrocarbons, together with its share of the proceeds derived from the sale thereof (such proceeds being hereinafter called "proceeds of runs"). Mortgagor directs and instructs each purchaser of the Hydrocarbons to pay to Mortgagee all of the proceeds of runs until such time as such purchaser has been furnished evidence that all Obligations has been paid and that the lien evidenced hereby has been released. Mortgagor authorizes Mortgagee to receive and collect all sums of money derived from the proceeds of runs, and no purchaser of the Hydrocarbons shall have the responsibility for the application of any funds paid to Mortgagee.

3.2 Independent of the foregoing provisions and authorities herein granted, Mortgagor agrees to execute and deliver any and all transfer orders, division orders and other instruments that may be requested by Mortgagee or that may be required by the purchaser of the Hydrocarbons for the purpose of effectuating payment of Mortgagor's proceeds of runs to Mortgagee upon the occurrence and during the continuance of an Event of Default.

3.3 Mortgagee may, in its sole discretion, elect to return any part of said funds to Mortgagor or to deposit the same to Mortgagor's account without applying it to the Obligations. Upon the occurrence and during the continuance of an Event of Default, the monthly proceeds of

Mortgagor's runs actually received by Mortgagee may be held by Mortgagee and applied in the manner set forth in Section 6.02 of the Credit Agreement.

3.4 The receipt by Mortgagee of any monies for the account of Mortgagor, including but not limited to money received as proceeds of runs, shall not in any manner change or alter in any respect the obligations of Mortgagor upon the Obligations, and nothing herein contained shall be construed as limiting Mortgagee to the collection of any of the Obligations out of the proceeds of runs. The Obligations shall continue as the absolute and unconditional obligation of Mortgagor to pay, as provided in the instruments evidencing the Obligations, the amounts therein specified at their respective maturity dates, whether by acceleration or otherwise.

3.5 Mortgagee is hereby absolved from all liability, including liability for Mortgagee's negligence, for failure to enforce collection of the proceeds of runs and from all other responsibility in connection therewith except the responsibility to account to Mortgagor for funds actually received. Mortgagor agrees to indemnify and hold Mortgagee harmless against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that Mortgagee has received, either before or after the payment in full of the Obligations, funds from the sale of Hydrocarbons claimed by third persons, except for third parties who have valid claims. Mortgagee shall have the right to defend against any such claims or actions, employing attorneys of its own selection. If not furnished with indemnity satisfactory to Mortgagee, Mortgagee shall have the right to compromise and adjust any such claims, actions and judgments, and, in addition to the rights to be indemnified as herein provided, all amounts paid by Mortgagee or any Secured Party in compromise, satisfaction or discharge of any such claim, action or judgment and all court costs, attorneys' fees and other expenses of every character incurred by Mortgagee or any Secured Party shall be a demand obligation owing by Mortgagor, shall be secured by the lien and security interest evidenced by this instrument and shall bear interest on each such amount from the date that the same is expended, advanced or incurred by Mortgagee until the date of written demand or request by Mortgagee for the reimbursement of same, at a rate of interest equal to the lesser of (i) the maximum lawful rate of interest permitted by applicable usury laws, now or hereafter enacted, which interest rate shall change when and as said laws shall change to the extent permitted by said laws, effective on the day such change in said laws becomes effective (herein called the "Maximum Lawful Rate") or (ii) the Default Rate. Any provision to the contrary herein contained notwithstanding, the rate of interest contracted for, charged or received by Mortgagee hereunder shall never exceed the Maximum Lawful Rate.

3.6 Each of the provisions of this Article III shall be deemed a covenant running with the land and shall be binding upon Mortgagor, its successors and assigns, and inure to the benefit of Mortgagee, its successors and assigns.

3.7 The foregoing assignment shall not cause Mortgagee to be: (a) a Mortgagee in possession; (b) responsible or liable for the control, care, management, operation or repair of the Collateral or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of any Contract or lease in the Oil and Gas Properties; (c) responsible or liable for any waste committed on the Collateral by Mortgagor under any of the Contracts or leases in the Oil and Gas Properties or by any other party; for any dangerous or defective condition of the Collateral; or for any negligence in the management, upkeep, repair or control of the Collateral resulting in loss or injury or death to any person; or (d) responsible for

or impose upon Mortgagee any duty to produce Hydrocarbons, rents, profits, runs, or proceeds of runs. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (a) the exercise or failure to exercise any of the rights, remedies or powers granted to Mortgagee hereunder; or (b) the failure or refusal of Mortgagee to perform or discharge any obligation, duty or liability of Mortgagor arising under the Contracts or leases in the Oil and Gas Properties. The exclusions from liability contained herein are intended to apply to liability for Mortgagee's negligence except for gross negligence or willful misconduct, as found by a final and non-appealable judgment of a court of competent jurisdiction.

3.8 Notwithstanding the foregoing, Mortgagor shall receive and collect the revenues and proceeds attributable to such production, provided, however, that, upon the occurrence and during the continuance of an Event of Default, Mortgagee, in its sole discretion, may collect such revenues and proceeds by sending to the purchasers of such production and the operator of any Oil and Gas Property (to the extent the Mortgagor is not the operator thereof) the letters in lieu of transfer orders executed by Mortgagor contemporaneously herewith.

#### **ARTICLE IV** **Mortgagor's Warranties and Covenants**

4.1 **Representations and Warranties.** Mortgagor represents and warrants as follows (provided, however, that such representations and warranties with respect to the representations in the following clauses (b) through (f) shall be limited to the Mortgagor's knowledge to the extent relating to Collateral for which the Mortgagor is not the operator of the related Oil & Gas Properties):

(a) *Title to Collateral.* Mortgagor has good and merchantable title to the Collateral free from all Liens except for Permitted Liens. The descriptions set forth in Exhibit A of the quantum and nature of the record title and operating rights interests of Mortgagor in and to the Oil and Gas Properties include the entire record title and operating rights interests of Mortgagor in the Oil and Gas Properties and are complete and accurate in all respects. There are no "back-in" or "reversionary" interests held by third parties that could reduce the interests of Mortgagor in the Oil and Gas Properties, except as set forth in Exhibit A and except to the extent, and only to the extent, that the effect on the interests owned by Mortgagor, including, but not limited to, the record title interests, in the Oil and Gas Properties has been reflected in Exhibit A. Ownership of such Realty Collateral entitles Mortgagor to receive (subject to the provisions of this Mortgage) a decimal or percentage share of oil, gas and other hydrocarbons from, or allocated to, such Realty Collateral to not less than the decimal or percentage share set forth in Exhibit A as its net revenue interest and to cause Mortgagor to be obligated to bear a decimal or percentage share of the cost of exploration, development and operation of such Realty Collateral not greater than the decimal or percentage share set forth in Exhibit A as its working interest.

(b) *Status of Lease and Contracts.* In each case, (i) all of the leases in the Oil and Gas Properties are valid, subsisting and in full force and effect, and Mortgagor has no knowledge that a default exists under any of the terms or provisions, express or implied, of any of such leases or interests or under any agreement binding Mortgagor to which the same are subject; (ii) all of the Contracts and obligations of Mortgagor that relate to the Oil

and Gas Properties are in full force and effect and constitute legal, valid and binding obligations of Mortgagor and (iii) neither Mortgagor nor, to the knowledge of Mortgagor, any other party to any leases in the Oil and Gas Properties or any Contract (A) is in breach of or default, or with the lapse of time or the giving of notice, or both, would be in breach or default, with respect to any obligations thereunder, whether express or implied, or (B) has given or threatened to give notice of any default under or inquiry into any possible default under, or action to alter, terminate, rescind or procure a judicial reformation of, any lease in the Oil and Gas Properties or any Contract.

(c) *Production Burdens, Expenses and Revenues.* All rentals, royalties, overriding royalties, shut-in royalties, all taxes (including all production, severance and other taxes) and other payments due under or with respect to the Oil and Gas Properties have been properly and timely paid. All expenses payable under the terms of the Contracts have been properly and timely paid except for such expenses being contested in good faith by appropriate proceedings, and for which reserves shall have been made therefor and except for such expenses as are being currently paid prior to delinquency in the ordinary course of business. All of the proceeds from the sale of Hydrocarbons produced from the Realty Collateral are being properly and timely paid to Mortgagor by the purchasers or other remitters of production proceeds without suspense. Mortgagor's ownership of the Hydrocarbons and the undivided interests therein as specified in Exhibit A (i) will, after giving full effect to the Permitted Liens and after giving full effect to any instruments or agreements affecting Mortgagor's ownership of the Hydrocarbons, afford Mortgagor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Hydrocarbons specified as net revenue interest in Exhibit A hereto, and (ii) will cause Mortgagor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest in Exhibit A, of the costs of drilling, developing and operating the wells identified in Exhibit A. Any fractional percentage or decimal interests specified in Exhibit A in referring to Mortgagor's interest in the Collateral are solely for the purposes of the warranties set forth above and shall in no manner limit the quantum of the interests of the Mortgagor in the Collateral pledged by the Mortgagor hereunder.

(d) *Pricing.* The prices being received for the production of Hydrocarbons do not violate any Contract or any law or regulation in any material respect. Where applicable, to the Mortgagor's knowledge, all of the wells located on the Oil and Gas Properties and production of Hydrocarbons therefrom have been properly classified under appropriate governmental regulations.

(e) *Regulatory Filings.* All material regulatory filings have been made in connection with the drilling, completion and operation of the wells on or attributable to the Oil and Gas Properties and all other operations related thereto.

(f) *Refund Obligations.* Mortgagor has not collected any proceeds from the sale of Hydrocarbons produced from the Oil and Gas Properties which are subject to any refund obligation.



(g) *Not a Foreign Person.* Mortgagor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), Sections 1445 and 7701 (*i.e.* Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

(h) *Power to Create Lien and Security.* Mortgagor has full power and lawful authority to grant, bargain, sell, assign, transfer, mortgage and convey a security interest in all of the Collateral in the manner and form herein provided. No authorization, approval, consent or waiver of any lessor, sublessor, Governmental Authority or other party or parties whomsoever that has not been obtained is required in connection with the execution and delivery by the Mortgagor of this Mortgage with respect to any Collateral.

#### 4.2 **Further Assurances.**

(a) Mortgagor covenants that Mortgagor shall execute and deliver such other and further instruments and documents, and shall do such other and further acts as in the opinion of Mortgagee may be necessary or desirable to carry out more effectively the purposes of this Mortgage, including without limiting the generality of the foregoing, (i) prompt correction of any defect in the execution or acknowledgment of this Mortgage, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; (ii) prompt correction of any defect which may hereafter be discovered in the title to the Collateral which could reasonably be expected to have a Material Adverse Effect and (iii) prompt execution and delivery of all division or transfer orders or other instruments which in Mortgagee's opinion are required to transfer to Mortgagee the assigned proceeds from the sale of Hydrocarbons from the Oil and Gas Properties.

(b) Mortgagor covenants that Mortgagor shall maintain and preserve the first priority Lien and security interest herein created as a valid Lien so long as Security Termination has not occurred, subject in all respects to Permitted Liens.

4.3 **Operation of Oil and Gas Properties.** As long as Security Termination has not occurred, and whether or not Mortgagor is the operator of the Oil and Gas Properties (unless otherwise specified below), Mortgagor shall (at Mortgagor's own expense), in each case, except as expressly permitted by the Credit Agreement:

(a) not enter into any operating agreement, contract or agreement that materially adversely affects the Collateral;

(b) do all things necessary and within the reasonable control of Mortgagor to keep, or cause to be kept, in full force and effect the Oil and Gas Properties and Mortgagor's interests therein;

(c) neither abandon, forfeit, surrender, release, sell, assign, sublease, farmout or convey, nor agree to sell, assign, sublease, farmout or convey, nor mortgage or grant security interests in, nor otherwise dispose of or encumber any of the Collateral or any interest therein;

(d) to the extent the Mortgagor is the operator thereof, cause the Collateral to be maintained, developed and protected against drainage and continuously operated for the production and marketing of Hydrocarbons in a good and workmanlike manner as a prudent operator would in material accordance with (i) generally accepted practices, (ii) applicable oil and gas leases and Contracts, and (iii) all applicable Federal, state and local laws, rules and regulations;

(e) promptly pay or cause to be paid when due and owing (i) all rentals and royalties payable in respect of the Collateral; (ii) all expenses incurred in or arising from the operation or development of the Collateral; (iii) all taxes, assessments and governmental charges imposed upon Mortgagee because of its interest under this Mortgage in the Collateral and (iv) all taxes, assessments, and governmental charges imposed upon Mortgagor and/or the Collateral;

(f) cause the Collateral to be kept free and clear of Liens, charges security interests and encumbrances of every character other than the Permitted Liens; and

(g) furnish to Mortgagee, upon request, copies of any Contracts binding Mortgagee, subject to the confidentiality provisions contained in the Credit Agreement;

(h) if at any time Mortgagor materially changes the nature or method of operations on the Oil and Gas Properties, any well is hereafter drilled and completed on the Oil and Gas Properties, or there occurs any event (whether natural or due to man) that materially affects the amount, cost, rate or lifespan of recovery of Hydrocarbons produced from or attributable to the Oil and Gas Properties, upon receiving notice thereof, promptly inform Mortgagee of such change in operations, events or change in price; and

(i) not have created or permitted to exist and not hereafter create or permit to exist any gas imbalance or any take-or-pay or other prepayments with respect to any of the Oil and Gas Properties which would require Mortgagor to deliver Hydrocarbons produced from the Oil and Gas Properties at some future time without then or thereafter receiving full payment therefor.

(j) *Compliance by Operator.* As to any part of the Collateral which is operated by a party other than Mortgagor, Mortgagor agrees to take all reasonable action and to reasonably exercise all rights and remedies as are available to Mortgagor (including, but not limited to, all rights under any operating agreement) to cause the party who is the operator of such property to comply with the covenants and agreements contained herein.

4.4 **Recording.** Mortgagor hereby authorizes Mortgagee to, at Mortgagor's own expense, record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places as Mortgagee shall determine is necessary or appropriate, including in the state where the Mortgagor is registered as a limited liability company and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a valid lien and security interest (subject in all respects to Permitted Liens) on real or immoveable personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be

done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the lien and security interest created hereby in and on the Collateral.

## **ARTICLE V**

### **Default**

5.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an "Event of Default" under this Mortgage.

## **ARTICLE VI**

### **Mortgagee's Rights**

6.1 **Rights to Realty Collateral Upon Default.**

(a) *Operation of Property by Mortgagee.* Upon the occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall, to the extent permitted by applicable law, have the following rights and powers (but no obligation):

(i) To enter upon and take possession of any of the Realty Collateral and exclude Mortgagor therefrom;

(ii) To hold, use, administer, manage and operate the Realty Collateral to the extent that Mortgagor could do so, and without any liability to Mortgagor in connection with such operations; and

(iii) To the extent that Mortgagor could do so, to collect, receive and receipt for all Hydrocarbons produced and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, to drill additional wells, and to exercise every power, right and privilege of Mortgagor with respect to the Realty Collateral.

Mortgagee may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development (including costs of unsuccessful workover operations or additional wells) have been paid, and Security Termination has occurred, the Liens created by this Mortgage shall be released.

(b) *Judicial Proceedings.* Upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed by a suit or suits, in equity or at law (i) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (ii) for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, (iii) for the enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Louisiana or on the outer continental shelf adjacent to the State of Louisiana, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral; or (iv) without making a demand and without notice or putting in default, the same being hereby expressly

waived, to cause all or any part of the Collateral to be immediately seized and sold by ordinary or executory process issued by any competent court, either with or without appraisal, and without the necessity of making demand upon Mortgagor in default, all of which are expressly waived by Mortgagor.

(c) *Foreclosure by Private Power of Sale of Collateral.* Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right and power to sell, as Mortgagee may elect, all or a portion of the Collateral at one or more sales as an entirety or in parcels, in accordance with and as permitted by any applicable state law. Mortgagor hereby designates as Mortgagor's address for the purpose of notice the address set out in Section 7.15; provided that Mortgagor may by written notice to Mortgagee designate a different address for notice purposes. Any purchaser or purchasers will be provided with a general warranty conveyance (but subject to Permitted Liens) binding Mortgagor and Mortgagor's successors and assigns. Sale of a part of the Realty Collateral will not exhaust the power of sale, and sales may be made from time to time until all of the Realty Collateral is sold or Security Termination has occurred. Mortgagee will have the authority to appoint an attorney-in-fact to act as trustee in conducting the foreclosure sale and executing a deed to the purchaser or purchasers.

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

(e) *Certain Aspects of Sale.* Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of an Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, the appointment of any successor Mortgagee hereunder and the truth and accuracy of all other matters stated therein. Mortgagor does hereby ratify and confirm all legal acts that the Mortgagee may do in carrying out the Mortgagee's duties and obligations under this Mortgage, and Mortgagor hereby irrevocably appoints Mortgagee to be the attorney in fact of Mortgagor and in the name and on behalf of Mortgagor, to execute and deliver any deeds, transfers, conveyances, assignments,

assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Mortgagee or any public officer acting under execution or by order of court, to have physically present or constructively in his possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(f) *Receipt to Purchaser.* Upon any sale made under the power of sale herein granted, the receipt of Mortgagee will be sufficient discharge to the purchaser or purchasers at any sale for its purchase money, and such purchaser or purchasers, will not, after paying such purchase money and receiving such receipt of Mortgagee, be obligated to see to the application of such purchase money or be responsible for any loss, misapplication or non-application thereof

(g) *Effect of Sale.* Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all Persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by Mortgagee so to do, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Mortgagor agrees that if Mortgagor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Mortgagor.

(h) *Application of Proceeds.* The proceeds of any sale of the Realty Collateral or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall be applied in the manner set forth in Section 6.02 of the Credit Agreement.

(i) *Mortgagor's Waiver of Appraisal and Marshalling.* Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisal, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at

any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any applicable law of the State of Louisiana, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(j) *Other Waivers.*

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or liens created by this Mortgage.

(ii) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor hereby authorizes Mortgagee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisalment (appraisalment being hereby expressly waived) either in its entirety or in lots, or parcels as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(iii) Mortgagor hereby expressly waives: (a) the benefit of appraisalment as provided in Louisiana Code of Civil Procedure Articles 2332, 2336, 2723 and 2724, and all other laws conferring the same; (b) the notice of seizure required by Louisiana Code of Civil Procedure Articles 2293 and 2721; (c) the three days delay provided by Louisiana Code of Civil Procedure Articles 2331 and 2722; and (d) the benefit of the other provisions of Louisiana Code of Civil Procedure Articles 2331, 2722 and 2723, not specifically mentioned above.

(k) *Applicable Law.* If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof

6.2 **Rights to Personalty Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the Louisiana Uniform Commercial Code-Secured

Transaction (LSA R.S. 10:9-101 et seq.) as amended, modified or succeeded, and under all other applicable laws of Louisiana and this Mortgage. To the extent permitted by applicable laws, Mortgagee shall have the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed, postage prepaid, to Mortgagor at the address designated in Section 7.15 hereof (or such other address as has been designated as provided herein) at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be entitled to recover attorneys' fees and legal expenses as provided for in this Mortgage and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor shall remain liable for any deficiency remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

6.3 **Rights to Fixture Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

6.4 **Other Rights.** In addition to the rights as described in Sections 6.1, 6.2 and 6.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (i) institute proceedings for the complete foreclosure of this Mortgage, in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or (ii) to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing Lien of this Mortgage for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or (v) pursue such other remedies as Mortgagee may have under applicable law.

6.5 **Keeper.** In connection with each and all of the foregoing actions in Sections 6.1, 6.2, 6.3, and 6.4 and acting pursuant to the authority granted under Louisiana Revised Statutes



9:5131, et seq. and 9:5136, et seq., Mortgagor hereby expressly designates Mortgagee, or its agents, servants or employees, as Keeper of each and all of the Collateral. It hereby is agreed that the Keeper shall be entitled to receive as compensation, in excess of its reasonable costs and expenses incurred in the administration or preservation of the Collateral, an amount equal to five percent (5%) of the gross revenues of the Collateral, which shall be included as Obligations secured by this Mortgage.

6.6 **Account Debtors.** Mortgagee may, in its discretion, after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

6.7 **Costs and Expenses.** All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Obligations. Mortgagor hereby agrees to repay such sums on demand plus interest thereon from the date of the advance or incurrence until reimbursement of Mortgagee at the Reimbursement Rate.

6.8 **Set-Off.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to set-off any funds of Mortgagor in the possession of Mortgagee against any amounts then due by Mortgagor to Mortgagee pursuant to the Mortgage.

6.9 **Resignation of Operator.** In addition to all rights and remedies under this Mortgage, at law and in equity, upon the occurrence and during the continuance of any Event of Default, if the Mortgagee shall exercise any remedies under this Mortgage with respect to any particular Oil and Gas Property (or the Mortgagor shall transfer such Oil and Gas Property "in lieu of" foreclosure) whereupon the Mortgagor is divested of its title to such Oil and Gas Property, the Mortgagee shall have the right to request that any operator of such Oil and Gas Property which is either the Mortgagor or any Affiliate of the Mortgagor resign as operator under the joint operating agreement applicable to such Oil and Gas Property, and no later than 120 days after receipt by the Mortgagor of any such request, the Mortgagor shall resign (or, to the extent it is able to do so, cause such other Person to resign) as operator of such Oil and Gas Property.

6.10 **Inapplicability of Certain Provisions.** Anything herein contained to the contrary notwithstanding, the provisions of this Mortgage relative to powers of sale, the rule against perpetuities and other provisions which pertain to rights or remedies not recognized under Louisiana law, shall have no effect.

## **ARTICLE VII**

### **Miscellaneous**

7.1 **Advances by Mortgagee.** Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. If Mortgagor fails to perform or keep any of the covenants of whatsoever kind or nature contained in this Mortgage, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagors behalf, and Mortgagor

hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand plus interest thereon from the date of the advance until reimbursement of Mortgagee. In addition, Mortgagor hereby agrees to repay on demand any reasonable out-of-pocket costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such reasonable out-of-pocket costs, expenses and attorney's fees incurred pursuant hereto, plus interest thereon from the date of the advance by Mortgagee until reimbursement of Mortgagee. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

7.2 **Defense of Claims.** Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the sole judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Collateral, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, Mortgagee may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All reasonable out-of-pocket costs, expenses and attorneys' fees incurred by Mortgagee pursuant to this Section 7.2 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Collateral or the transactions contemplated in this Mortgage shall be paid by Mortgagor as provided in Section 7.1.

7.3 **Defense of Mortgage.** If the validity or priority of this Mortgage or of any rights, titles, liens, privileges or security interests created or evidenced hereby with respect to the Collateral or any part thereof or the title of Mortgagor to the Collateral shall be attacked directly or indirectly or if any legal proceedings are instituted against Mortgagor with respect thereto, Mortgagor will give prompt written notice thereof to Mortgagee and at Mortgagors' own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all commercially reasonable steps for the defense of such legal proceedings. Mortgagee (whether or not named as party to legal proceedings with respect thereto), is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Mortgage and the rights, titles, privileges, liens and security interests created or evidenced hereby, including but not limited to the employment of independent counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Collateral and the removal of prior liens or security interests (other than Permitted Liens), and all expenditures so made of every kind and character shall be an Obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee.

7.4 **Termination.** If Security Termination has occurred, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and the payment by Mortgagor

of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage.

7.5 **Renewals, Amendments and Other Security.** Without notice or consent of Mortgagor, renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to agreements relating to any part of such written instruments or the Collateral. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this Mortgage by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Mortgage. This Mortgage may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.

7.6 **Security Agreement, Financing Statement and Fixture Filing.** This Mortgage shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. **AS A FINANCING STATEMENT AND AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL, AND SUBJECT TO SUBSECTION (4) OF SECTION 9-301 OF THE LOUISIANA UNIFORM COMMERCIAL CODE-SECURED TRANSACTIONS (LSA. R.S. 10:9-301(4)), AS AMENDED, MODIFIED OR SUCCEEDED, THIS MORTGAGE IS INTENDED TO COVER ALL PERSONALTY COLLATERAL INCLUDING MORTGAGOR'S INTEREST IN ALL HYDROCARBONS AS AND AFTER THEY ARE EXTRACTED AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF AT THE WELLHEAD. THIS MORTGAGE SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL INCLUDED WITHIN THE COLLATERAL. THIS MORTGAGE SHALL ALSO BE EFFECTIVE AS A FINANCING STATEMENT COVERING AS-EXTRACTED COLLATERAL (INCLUDING OIL AND GAS AND ALL OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE GROUND) AND ACCOUNTS FINANCED AT THE WELLHEAD OR MINEHEAD OF WELLS OR MINES LOCATED ON THE PROPERTIES SUBJECT TO THE LOUISIANA UNIFORM COMMERCIAL CODE.** This Mortgage shall be filed in the real estate (mortgage and conveyance) records or other appropriate records of the parish or parishes in the state in which any part of the Realty Collateral and Fixture Collateral is located as well as the Uniform Commercial Code records or other appropriate office of the state in which any Collateral is located. Mortgagee hereby is authorized to file financing statements covering the Personalty Collateral, including all Hydrocarbons sold at the wellhead, and Fixture Collateral, which financing statements may be filed in the Uniform Commercial Code records or other appropriate office of the parish or state in which any of the Collateral is located or is adjacent to such parish or state or in any other location permitted or required to perfect Mortgagee's security interest under the Uniform Commercial Code. In addition, Mortgagor hereby irrevocably authorizes Mortgagee and any affiliate, employee or agent thereof, at any time and from time to time to file in any Uniform

Commercial Code jurisdiction any financing statement or document and amendments thereto, without the signature of Mortgagor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Mortgage. A photographic or other reproduction of this Mortgage shall be sufficient as a financing statement.

7.7 **Authentic Evidence.** Any and all declarations of facts made by authentic act before a notary public in the presence of two (2) witnesses by a Person declaring that such facts lie within his or its knowledge, shall constitute authentic evidence of such facts for the purpose of executory process. Mortgagor specifically agrees that such an affidavit by a representative of Mortgagee as to the existence, amount, terms and maturity of the Obligations and of a default thereunder shall constitute authentic evidence of such facts for the purpose of executory process.

7.8 **Unenforceable or Inapplicable Provisions.** If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of Mortgagee in order to carry out the provisions hereof.

7.9 **Rights Cumulative.** Each and every right, power and remedy herein given to Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Mortgagee, and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

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

7.11 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee, be waived to such extent and in such manner as Mortgagee may desire, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

7.12 **Terms.** The term "Mortgagor" as used in this Mortgage will be construed as singular or plural to correspond with the number of Persons executing this Mortgage as Mortgagor. If more than one Person executes this Mortgage as Mortgagor, his, her, its, or their duties and liabilities under this Mortgage will be joint and several. The terms "Mortgagee" and "Mortgagor" as used in this Mortgage include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in

this Mortgage which are defined in the Uniform Commercial Code of Louisiana are used with the meanings therein defined.

7.13 **Counterparts**. This Mortgage may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular parishes, counterpart portions of Exhibit A that describe Properties situated in parishes other than the parishes in which such counterpart is to be recorded may have been omitted.

7.14 **Governing Law**. This Mortgage shall be governed by and construed in accordance with the laws of the State of Louisiana.

7.15 **Notice**. All notices required or permitted to be given by Mortgagor or Mortgagee shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Mortgagor: Kosmos Energy Gulf of Mexico Operations, LLC  
c/o Kosmos Energy Ltd.  
8176 Park Lane, Suite 500  
Dallas, Texas 75231  
Attention: General Counsel  
Telephone: (214) 445-9600  
Email address: kosmosgeneralcounsel@kosmosenergy.com

With a copy to: Locke Lord LLP  
2200 Ross Avenue, Suite 2800  
Dallas, Texas 75201  
Attention: Jason A. Schumacher, Esq.  
Telephone: (214) 740-8000  
Email address: jaschumacher@lockelord.com

Mortgagee: CLMG Corp.  
7195 Dallas Parkway  
Plano, Texas 75024  
Attention: James Erwin  
Telephone: (469)-467-5414  
Email address: jerwin@clmgcorp.com

With a copy to: Vinson & Elkins L.L.P.  
2001 Ross Avenue, Suite 3900  
Dallas, TX 75201  
Attention: Christopher J. Dewar, Esq.  
Telephone: (214) 220-7700  
Email address: cdewar@velaw.com

7.16 **Condemnation**. All awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee hereby is authorized to collect and receive the proceeds of such awards and

payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may at the option of Mortgagee, be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

**7.17 Successors and Assigns.**

(a) This Mortgage is binding upon Mortgagor, Mortgagor's successors and assigns, and shall inure to the benefit of Mortgagee and its permitted successors and assigns, and the provisions hereof shall likewise be covenants conning with the land.

(b) To the extent permitted by the Credit Agreement, this Mortgage shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the legal transfer or assignment by Mortgagee of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to Mortgagee under this Mortgage. Mortgagor specifically agrees that, upon any transfer of all or any portion of the Obligations permitted by the Credit Agreement, this Mortgage shall secure with retroactive rank the existing Obligations of Mortgagor to the transferee and any and all Obligations to such transferee thereafter arising.

**7.18 Section Headings.** The article and section headings in this Mortgage are inserted for convenience of reference and shall not be considered a part of this Mortgage or used in its interpretation.

**7.19 Instrument Construed as Mortgage, etc.** This Mortgage may be construed as a mortgage of both real/immovable and personal/movable property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

**7.20 Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage so that the terms and provisions of this Mortgage do not conflict with the terms and provisions of the Credit Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Mortgage conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of Mortgagee not addressed in the Credit Agreement shall not be deemed to be a conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

7.21 **Due Authorization.** Mortgagor hereby represents, warrants and covenants to Mortgagee that the obligations of Mortgagor under this Mortgage are the valid, binding and legally enforceable obligations of Mortgagor, that the execution, sealing and delivery of this Mortgage by Mortgagor has been duly and validly authorized in all respects by Mortgagor, and that the persons who are executing and delivering this Mortgage on behalf of Mortgagor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Mortgage on Mortgagor's part to be observed or performed.

7.22 **No Offsets, Etc.** Mortgagor hereby represents, warrants and covenants to Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Mortgage or the indebtedness secured thereby.

7.23 **Confession of Judgment.** For purposes of executory process, Mortgagor acknowledges the Obligations secured hereby, whether now existing or to arise hereafter, and confesses judgment thereon if not paid when due. Upon the occurrence of an Event of Default and any time thereafter so long as the same shall be continuing, and in addition to all other rights and remedies granted Mortgagee hereunder, it shall be lawful for and Mortgagor hereby authorizes Mortgagee without making a demand or putting Mortgagor in default, a putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold after due process of law, Mortgagor waiving the benefit of any and all laws or parts of laws relative to appraisement of Collateral seized and sold under executory process or other legal process, and consenting that the Collateral be sold without appraisement, either in its entirety or in lots or parcels, as Mortgagee may determine, to the highest bidder for cash, for credit bid or on such other terms as the plaintiff in such proceedings may direct. Mortgagee shall be granted all rights and remedies granted it hereunder as well as all rights and remedies granted to Agent under Louisiana law including the Uniform Commercial Code then in effect in Louisiana. Should it come necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504 (D)(6) and La. R.S. 10:9-629, where applicable.

7.24 **Certain Louisiana References.** Each reference to a "lien" will include a reference to a "privilege," "mortgage," "collateral assignment pledge," and/or "security interest," as appropriate. Each reference to an "easement" or "easements" will include a reference to a "servitude" and "servitudes." Each reference to a parish will include a reference to a Louisiana parish. The terms "land," "real property," and "real estate" will mean "immovable property" as that term is used in the Louisiana Civil Code. The term "personal property" will mean "movable property" as that term is used in the Louisiana Civil Code. The term "intangible" will mean "incorporeal" as that term is used in the Louisiana Civil Code. Reference to "receiver" shall be deemed to be a keeper appointed by Mortgagee as provided herein. The term "fee estate" or "fee simple title" will mean "full ownership interest" as that term is used in the Louisiana Civil Code. The term "condemnation" will include "expropriation" as that term is used in Louisiana law. The term "conveyance in lieu of foreclosure" or "action in lieu thereof" will mean "giving in payment" as that term is used in the Louisiana Civil Code. The term "joint and several" will mean "solidary" as that term is used in the Louisiana Civil Code.



7.25 **No Note Paraphed**. Mortgagor hereby acknowledges that no evidence of the Obligations has been paraphed for identification with this Mortgage.

7.26 **Acceptance by Mortgagee**. In accordance with the provisions of Louisiana Civil Code Article 3289, Mortgagee is presumed to have accepted the benefits of the Mortgage without the necessity of execution by Mortgagee.

7.27 **Indemnity**. Mortgagor will indemnify and hold harmless Mortgagee from and against all claims, demands, liabilities, losses, damages (excluding consequential damages), causes of action, judgments, penalties, costs and expenses (including without limitation reasonable attorneys' fees and expenses) which may be imposed upon, asserted against or incurred or paid by the Mortgagee, on account of, in connection with, or arising out of (A) any bodily injury or death or natural resource, human health or property damage occurring in, at, into, under or upon or in the vicinity of the Collateral through any cause whatsoever, (B) the exercise of any rights and remedies hereunder, (C) any transaction, act, omission, event or circumstance arising out of or in any way connected with the Collateral and (D) any act, omission, event or circumstance existing or occurring (including without limitation the presence on or under the Collateral or release at, into, upon, under or from the Collateral of hazardous substances or solid wastes disposed of or otherwise released) resulting from or in connection with the ownership, construction, occupancy, operation, use and/or maintenance of the Collateral, regardless of whether the act, omission, event or circumstance constituted a violation of any applicable Environmental Law at the time of its existence or occurrence.

7.28 **Mortgagee as Purchaser**. Mortgagee shall have the right to become the purchaser at any sale held in foreclosure of the liens and/or security interests evidenced hereby, and shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Obligations owing to such party.

7.29 **DEFICIENCY JUDGMENT**. MORTGAGEE HAS THE RIGHT TO PROCEED TO OBTAIN AND COLLECT DEFICIENCY JUDGMENT, TOGETHER WITH FORECLOSURE OF THE COLLATERAL UNDER APPLICABLE LOUISIANA LAW.

7.30 **WAIVER OF CONSEQUENTIAL DAMAGES**. NOTWITHSTANDING ANYTHING CONTAINED IN THIS MORTGAGE TO THE CONTRARY, MORTGAGEE SHALL NOT BE ENTITLED TO CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS OF ANY KIND, IN CONNECTION WITH THIS MORTGAGE.

7.31 **Multiple Indebtedness**. This Mortgage is intended to secure the Obligations, whether now existing or arising at any time hereafter. As to all Obligations, whether now existing or arising at any time hereafter, this Mortgage has effect between the parties from the time the Mortgage is established and as to third parties from the time the Mortgage is filed for registry, all as provided by Louisiana Civil Code article 3298.

**THIS WRITTEN AGREEMENT AND THE SECURED TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG 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 AMONG THE PARTIES.**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

THUS DONE AND PASSED, in multiple originals before us, the undersigned Notaries Public in and for the States of Texas and \_\_\_\_\_, and in the presence of the undersigned competent witnesses, who hereunto signed their names with the undersigned appeared, and us, Notaries Public, after due reading of the whole, on the day and year first above written.

**MORTGAGOR:**

**KOSMOS ENERGY GULF OF MEXICO  
OPERATIONS, LLC**, a Delaware limited liability  
company

By: \_\_\_\_\_

Name: Nealesh Shah  
Title: Vice President

WITNESSES:

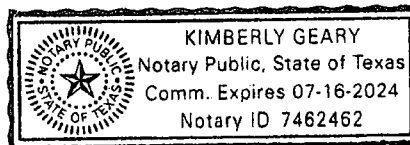
\_\_\_\_\_  
Printed Name: Michelle Edwards

\_\_\_\_\_  
Printed Name: Susan A. Schmecker

\_\_\_\_\_  
NOTARY PUBLIC

Notary Identification No. 7/16/24

My Commission Expires on: \_\_\_\_\_



The name and address of Mortgagor is:

Kosmos Energy Gulf of Mexico Operations,  
LLC  
c/o Kosmos Energy Ltd.  
8176 Park Lane, Suite 500  
Dallas, Texas 75231

The name and address of Mortgagee is:

CLMG Corp.  
7195 Dallas Parkway  
Plano, Texas 75024

**EXHIBIT A**  
**TO**  
**ACT OF MORTGAGE, ASSIGNMENT OF PRODUCTION SECURITY AGREEMENT,**  
**FIXTURE FILING AND FINANCING STATEMENT**

The designation "Working Interest" or "WI" when used in this Exhibit A, means an interest owned. Any reference in this Exhibit A to wells or units is for warranty of interest, administrative convenience and identification and shall not limit or restrict the right, title, interest or properties covered by this Mortgage. All right, title and interest of Mortgagor in the properties described herein are and shall be subject to this Mortgage, regardless of the presence of any units or wells not described herein.

Unless otherwise expressly provided, all recording references in this Exhibit A are references to the official public records of real property in the county or counties (or parish or parishes) in which the Mortgaged Property is located and in which record documents relating to the Mortgaged Property are recorded, whether Conveyance Records, Deed Records, Mortgage Records, Oil and Gas Records ("OGR"), Oil and Gas Lease Records or other records. All references to "Volume" shall mean "Book" and all references herein to "Book" shall mean "Volume" for the purposes of identifying the proper place of recording in the office in which record documents are recorded. Any references to "Lease No." or to any particular "County" or "Parish" are merely for internal reference purposes and shall not limit the effectiveness of this Mortgage and this Exhibit A, whether for recording purposes or otherwise. The abbreviation "GW" denotes Mortgagor's working interest or operating interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation "RT (GW)" denotes Mortgagor's record title working interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation "OR (GW)" denotes Mortgagor's operating rights interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation "NRI" denotes Mortgagor's net revenue interest, which term is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation "APO" means "after payout," and is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation "BPO" means "before payout," and is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation "ORRI" means "overriding royalty interest" and is intended to have the meaning commonly attributed to such term in the oil and gas industry.

THE BELOW DESCRIBED SCHEDULES ARE ATTACHED TO THIS EXHIBIT A AND  
ARE MADE A PART HEREOF:

Schedule 1 – Leasehold Interests

Schedule 2 – Wells

## EXHIBIT A

### LEASES

#### STATE OF LOUISIANA

#### PRODUCING PROPERTIES

**\*OPERATING RIGHTS PERCENTAGE IS THE SAME AS RECORD TITLE OWNERSHIP  
UNLESS OTHERWISE SPECIFIED.**

#### **BARATARIA - MISSISSIPPI CANYON BLOCK 521**

**Parish/County:**       Plaquemines Parish, Louisiana  
                              Mobile County, Alabama

OCS-G 34441, dated effective as of November 1, 2012, by and between the United States of America, as Lessor, and Red Willow Offshore, LLC and Houston Energy, L.P. as Lessees, covering all of Block 521, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
---

<u>WI</u>	<u>NRI</u>
<u>22.50000%</u>	<u>15.73875%</u>

#### **GLADDEN - MISSISSIPPI CANYON BLOCK 800**

**Parish/County:**       Plaquemines Parish, Louisiana

OCS-G 18292, dated effective as of July 1, 1997, between the United States of America, as Lessor, and Union Pacific Resources Company, as Lessee, covering all of Block 800, Mississippi Canyon, OCS Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

- \*       This lease is burdened by a 12  $\frac{1}{2}$  % royalty rate and qualifies for deepwater royalty relief (DWRR) up to 87.50 million BOE

## EXHIBIT A

### LEASES

Record Title Working and Net Revenue Interests		
<u>WI</u>	<u>NRI w/Royalty Relief</u>	<u>NRI w/o Royalty Relief</u>
<u>20.00000%</u>	<u>19.60000%</u>	<u>17.10000%</u>

#### **KODIAK - MISSISSIPPI CANYON BLOCKS 727 / 771**

**Parish/County:**      Plaquemines Parish, Louisiana  
                              Harrison County, Mississippi  
                              Jackson County, Mississippi

Oil and Gas Lease bearing Serial No. OCS-G 24102, effective June 1, 2002, by and between the United States of America, as Lessor, and BP Exploration & Production Inc., as Lessee, covering all of Block 727, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 4,320 acres

This lease is burdened by a 12 ½ % royalty rate and qualifies for deepwater royalty relief (DWRR) up to 12 million BOE subject to yearly posted commodity price thresholds determined by the Bureau of Ocean Energy Management.

Oil and Gas Lease bearing Serial No. OCS-G 24107, effective June 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production Inc., as Lessee, covering all of Block 771, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INsofar AND ONLY INsofar as the Lease covers those depths lying between 17,500 feet down to the depth of 99,999 feet TVD.

This lease is burdened by a 12 ½ % royalty rate and qualifies for deepwater royalty relief (DWRR) up to 12 million BOE subject to yearly posted commodity price thresholds determined by the Bureau of Ocean Energy Management.



## EXHIBIT A

### LEASES

MC 727 and MC 771  
Operating Rights (from 17,500' TVDSS down  
to 99,999' TVDSS)  
Working and Net Revenue Interests

<u>WI</u>	<u>NRI</u> <u>w/Royalty</u> <u>Relief</u>	<u>NRI w/o</u> <u>Royalty Relief</u>
<u>29.062500%</u>	<u>26.393870%</u>	<u>22.7610575%</u>

MC 727 Record Title  
Working and Net Revenue Interests

<u>WI</u>	<u>NRI w/Royalty</u> <u>Relief</u>	<u>NRI w/o</u> <u>Royalty Relief</u>
<u>31.721800%</u>	<u>29.699535%</u>	<u>25.7343103%</u>

MC 771 Record Title as to the N/2 Only  
Working and Net Revenue Interests

<u>WI</u>	<u>NRI w/Royalty</u> <u>Relief</u>	<u>NRI w/o</u> <u>Royalty Relief</u>
<u>56.250000%</u>	<u>52.664063%</u>	<u>45.6328125%</u>

### MARMALARD - MISSISSIPPI CANYON BLOCKS 255 / 300

Parish/County:      Plaquemines Parish, Louisiana  
                             Mobile County, Alabama

OCS-G 24064, effective July 1, 2002, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 255, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD

This lease is burdened by a 12 ½ % royalty rate.

OCS-G 22868, effective (not indicated), by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 300, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

This lease is burdened by a 12 ½% royalty rate.

## EXHIBIT A

### LEASES

Record Title Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>8.8529420%</u>
After 20% IRR is Reached	
<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>8.5209610%</u>

#### NEARLY HEADLESS NICK - MISSISSIPPI CANYON BLOCK 387

**Parish/County:**      Plaquemines Parish, Louisiana  
                                 Mobile County, Alabama

OCS-G 22873, effective May 1, 2001, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 387, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

This lease is burdened by a 12 ½ % royalty rate and qualifies for deepwater royalty relief (DWRR) up to 12 million BOE subject to yearly posted commodity price thresholds determined by the Bureau of Ocean Energy Management.

Record Title Working and Net Revenue Interests		
Before 10% IRR is Reached		
<u>WI</u>	<u>NRI w/Royalty Relief</u>	<u>NRI w/o Royalty Relief</u>
<u>21.9481100%</u>	<u>19.2589357%</u>	<u>16.5154220%</u>
After 10% IRR is Reached		
<u>WI</u>	<u>NRI w/Royalty Relief</u>	<u>NRI w/o Royalty Relief</u>
<u>21.5235825%</u>	<u>18.8738893%</u>	<u>16.1834415%</u>

## EXHIBIT A

### LEASES

After 20% IRR is Reached		
<u>WI</u>	<u>NRI w/Royalty Relief</u>	<u>NRI w/o Royalty Relief</u>
21.0990550%	18.4888429%	15.8514610%

#### **NOONAN – DANNY I – DANNY II - EAST CAMERON BLOCKS 335 / 381 & GARDEN BANKS BLOCK 506**

**Parish/County:** Cameron Parish, Louisiana  
Vermillion Parish, Louisiana

OCS-G 15161, dated effective as of July 1, 1996, between the United States of America, as Lessor, and Texaco Exploration and Production as Lessee, covering all of Block 381, East Cameron Area, South Addition, OCS Leasing Map, Louisiana Map No. 2A, containing approximately 5,000 Acres

This lease is burdened by a 16 2/3<sup>rd</sup> % royalty

Record Title
Working and Net Revenue Interests

<u>WI</u>	<u>NRI w/Royalty Relief</u>	<u>NRI w/o Royalty Relief</u>
30.0000000%	30.0000000%	25.0000000%

OCS-G 02439, dated effective as of August 1, 1983, between the United States of America, as Lessor, and Peñnzol Offshore Gas Operators, Inc. and Exxon Corporation as Lessees, covering all of Block 335, East Cameron Area, South Addition, OCS Leasing Map, Louisiana Map No. 2A, containing approximately 5,000 Acres

Working Interest
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WI  
30.000000%

OCS-G 26664, dated effective as of December 1, 2004, between the United States of America, as Lessor, and Remington Oil and Gas, as Lessee, covering all of Block 506, Garden Banks, OCS Official Protraction Diagram, NG 15-02, containing approximately 5,760 Acres

This lease is burdened by a 12 ½ % royalty

Noonan as to the E1/2NE1/4NE1/4; NE1/4SE1/4NE1/4

## EXHIBIT A

### LEASES

Record Title Working and Net Revenue Interests
---

<u>WI</u>	<u>NRI</u>
<u>15.00000%</u>	<u>13.12500%</u>

Danny I, as to the S/2; NW/4; W/2NE/4; W/2 NE/4 NE/4; W/2 SE/4 NE1/4; SE/4 SE/4 NE/4.

Danny I – Record Title Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>30.00000%</u>	<u>26.25000%</u>

Danny II, as to W/2 W/2 and W/2 E/2 W/2 of Block 506, Garden Banks, limited in depth from 13,635' SSTVD to 14,071' SSTVD

Danny II – Operating Rights Working and Net Revenue Interests
---

<u>WI</u>	<u>NRI</u>
<u>50.00000%</u>	<u>43.75000%</u>

### **ODD JOB - MISSISSIPPI CANYON BLOCKS 214 / 215**

**Parish/County:**       Plaquemines Parish, Louisiana  
                              Mobile County, Alabama

OCS-G 24059, effective July 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production, Inc. and Spinnaker Exploration, L.L.C., as Lessees, covering all of Block 214, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres

This lease is burdened by a 12 ½ % royalty rate and qualifies for deepwater royalty relief (DWRR) up to 12 million BOE subject to yearly posted commodity price thresholds determined by the Bureau of Ocean Energy Management.

## EXHIBIT A

### LEASES

Record Title Working and Net Revenue Interests		
<u>WI</u>	<u>NRI</u> <u>w/Royalty</u> <u>Relief</u>	<u>NRI w/o</u> <u>Royalty Relief</u>
<u>61.0570200%</u>	<u>54.6460330%</u>	<u>47.0139050%</u>

OCS-G 24060, effective June 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production, Inc. and Spinnaker Exploration, L.L.C., as Lessees, covering all of Block 215, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres

This lease is burdened by a 12 ½ % royalty rate

Record Title Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>54.87500%</u>	<u>42.25375%</u>

### SOUTH SANTA CRUZ - MISSISSIPPI CANYON BLOCK 563

**Parish/County:**      Plaquemines Parish, Louisiana  
                             Mobile County, Alabama

OCS-G 21176, dated effective as of July 1, 1999, between the United States of America, as Lessor, and Elf Exploration, Inc., as Lessee, covering all of Block 563, Mississippi Canyon, OCS Official Protraction Diagram, NG 16-10

This lease is burdened by a 12 ½ % royalty rate and qualifies for deepwater royalty relief (DWRR) up to 87.50 million BOE.

Record Title Working and Net Revenue Interests		
<u>WI</u>	<u>NRI</u> <u>w/Royalty</u> <u>Relief</u>	<u>NRI w/o</u> <u>Royalty</u> <u>Relief</u>
<u>40.5000000%</u>	<u>33.2100000%</u>	<u>28.1475000%</u>

## EXHIBIT A

### LEASES

Operating Rights (as to the N/2 NW/4 from the Surface down to 19,000' TVDSS) Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u> <u>w/Royalty</u> <u>Relief</u>	<u>NRI w/o</u> <u>Royalty</u> <u>Relief</u>
40.5000000%	33.8175000%	28.7550000%

#### **SARGENT - GARDEN BANKS BLOCK 339**

Parish/County: Vermilion Parish, Louisiana

OCS-G 25673, dated effective as of November 1, 2003, between the United States of America, as Lessor, and LLOG Exploration Offshore, Inc., as Lessee, covering all of Block 339, Garden Banks, OCS Official Protraction Diagram, NG 15-02, containing approximately 5,760 acres.

Record Title Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>50.000000%</u>	<u>38.750000%</u>

#### **SOB II - MISSISSIPPI CANYON BLOCK 431**

Parish/County: Plaquemines Parish, Louisiana  
Mobile County, Alabama

OCS-G 22877, effective June 1, 2001, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 431, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

This lease is burdened by a 12 ½ %

## EXHIBIT A

### LEASES

Record Title Working and Net Revenue Interests	
Before 10% IRR is Reached	
<u>WI</u>	<u>NRI</u>
<u>11.8231100%</u>	<u>9.1849220%</u>
After 10% IRR is Reached	
<u>WI</u>	<u>NRI</u>
<u>11.3985825%</u>	<u>8.8529415%</u>
After 20% IRR is Reached	
<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>8.5209610%</u>

#### **TORNADO - GREEN CANYON BLOCKS 280 / 281**

**Parish/County:** Terrebonne Parish, Louisiana

OCS-G 35658, effective July 1, 2015, by and between the United States of America, as Lessor, and Talos Energy Offshore LLC and Deep Gulf Energy III, LLC, as Lessees, covering all of Block 280, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760 acres.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>35.00000%</u>	<u>28.43750%</u>

OCS-G 33242, dated effective as of June 1, 2009, between the United States of America, as Lessor, and Energy Resource Technology GOM, Inc., as Lessee, covering all of Block 281, Green Canyon, OCS Official Protraction Diagram, NG 15-03 INsofar AND ONLY INsofar as the lease covers NE/4 NW/4 NW/4; the S/2 NW/4 NW/4; the W/2 NE/4 NW/4; the SW/4 NW/4; the W/2 SE/4 NW/4; the N/2 NW/4 SW/4 and the NW/4 NE/4 SW/4 as it covers the stratigraphic equivalent of the depths between 19,022' SSTVD (19,200' MD) and the deeper of 22,000' SSTVD (20,755' MD) or the top of the salt as recorded on the Baker Hughes Memory Log LWC GR/Resis/Dens Nev 5 in./ 100 ft. Measured Depth on the composite Log of the ERT OCS-G 33242 Well No. 1 ST 1 in Block 281, Green Canyon.

## EXHIBIT A

### LEASES

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate

Operating Rights Working and Net Revenue Interests
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Before Payout
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<u>WI</u>	<u>NRI</u>
<u>35.0000000%</u>	<u>26.2500000%</u>

After Payout
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<u>WI</u>	<u>NRI</u>
<u>35.0000000%</u>	<u>24.9375000%</u>

### NON-PRODUCING PROPERTIES

#### BUGATTI – GREEN CANYON 899 /900

OCS-G 36657, dated effective as of June 1, 2019, by and between the United States of America, as Lessor, and Kosmos Energy Gulf of Mexico Operations, LLC as Lessee, covering all of Block 899, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
---

<u>WI</u>	<u>NRI</u>
<u>100.00%</u>	<u>81.25%</u>

OCS-G 36658, dated effective as of June 1, 2019, by and between the United States of America, as Lessor, and Kosmos Energy Gulf of Mexico Operations, LLC as Lessee, covering all of Block 900, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
---

<u>WI</u>	<u>NRI</u>
<u>100.00%</u>	<u>81.25%</u>



## EXHIBIT A

### LEASES

#### **BUGATTI SOUTH – WALKER RIDGE 20**

OCS-G 36844, dated effective as of November 1, 2019, by and between the United States of America, as Lessor, and Kosmos Energy Gulf of Mexico Operations, LLC as Lessee, covering all of Block 20, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
---

WI  
100.00%

NRI  
81.25%

#### **COQ AU VIN – MISSISSIPPI CANYON 303/304**

OCS-G 34891, dated effective as of June 1 2013, by and between the United States of America, as Lessor, and Stone Energy Offshore, L.L.C. and Venari Offshore LLC as Lessees, covering all of Block 303, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
---

WI  
25.0000%

NRI  
20.0625%

OCS-G 36394, dated effective as of November 1, 2018, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Red Willow Offshore, LLC and Deep Gulf Energy III LLC as Lessees, covering all of Block 304, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
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## EXHIBIT A

### LEASES

<u>WI</u>	<u>NRI</u>
<u>37.50000%</u>	<u>28.96875%</u>

#### **DERBIO – MISSISSIPPI CANYON 72**

OCS-G 08483, dated effective as of June 1, 1986, by and between the United States of America, as Lessor, and Exxon Corporation as Lessee, covering all of Block 72, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10.

This lease is burdened by a 12 ½% royalty rate.

Record Title
Working and Net Revenue Interests

<u>WI</u>	<u>NRI</u>
<u>30.0000%</u>	<u>25.9500%</u>

#### **GETTYSBURG – DE SOTO CANYON 398**

OCS-G 36283, dated effective as of July 1, 2018, by and between the United States of America, as Lessor, and Deep Gulf Energy III, LLC as Lessee, covering all of Block 398, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

This lease is burdened by an 18 ¾ % royalty rate.

Record Title
Working and Net Revenue Interests

<u>WI</u>	<u>NRI</u>
<u>100.0000%</u>	<u>80.2500%</u>

#### **GODFATHER – KEATHLEY CANYON 814**

OCS-G 36471, dated effective as of November 1, 2018, by and between the United States of America, as Lessor, and Deep Gulf Energy III, LLC as Lessee, covering all of Block 814, Keathley Canyon, as shown on OCS Official Protraction Diagram, NG 15-05.

This lease is burdened by an 18 ¾ % royalty rate.

Record Title
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## EXHIBIT A

### LEASES

Working and Net Revenue Interests
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<u>WI</u>	<u>NRI</u>
<u>100.0000%</u>	<u>81.2500%</u>

#### **GODFATHER SOUTH – KEATHLEY CANYON 858**

OCS-G 36693, dated effective as of June 1, 2019, by and between the United States of America, as Lessor, and Kosmos Energy Gulf of Mexico Operations, LLC as Lessee, covering all of Block 858, Keathley Canyon, as shown on OCS Official Protraction Diagram, NG 15-05.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
---

<u>WI</u>	<u>NRI</u>
<u>100.0000%</u>	<u>81.2500%</u>

## EXHIBIT A

### LEASES

#### HIGHLAND RIM – MISSISSIPPI CANYON 864

OCS-G 36142, dated effective as of December 1, 2017, by and between the United States of America, as Lessor, and BP Exploration & Production, LLC as Lessee, covering all of Block 864, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
---

WI  
50.0000%

NRI  
40.1250%

#### JAWS – MISSISSIPPI CANYON 260

OCS-G 35632, dated effective as of June 1, 2015, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation and Deep Gulf Energy III, LLC as Lessees, covering all of Block 260, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
---

WI  
25.0000%

NRI  
20.0625%

#### JAWS EXTENSION – MISSISSIPPI CANYON 261

OCS-G 36392, dated effective as of November 1, 2018, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation and Deep Gulf Energy III, LLC as Lessees, covering all of Block 261, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
---

WI  
50.0000%

NRI  
40.1250%

**EXHIBIT A**

**LEASES**

## EXHIBIT A

### LEASES

#### **KUSKULANA – MISSISSIPPI CANYON 389**

OCS-G 34892, dated effective as of June 1, 2013, by and between the United States of America, as Lessor, and Stone Energy Offshore, L.L.C., Venari Offshore LLC an LLOG Bluewater Holdings, L.L.C. as Lessees, covering all of Block 389, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
---

<u>WI</u>	<u>NRI</u>
<u>33.3333%</u>	<u>26.749997%</u>

#### **LARGO – DE SOTO CANYON 133 / MISSISSIPPI CANYON 173**

OCS-G 35349, dated effective as of July 1, 2014, by and between the United States of America, as Lessor, and BP Exploration & Production Inc. as Lessees, covering all of Block 133, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
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<u>WI</u>	<u>NRI</u>
<u>100.0000%</u>	<u>79.0000%</u>

OCS-G 35320, dated effective as of July 1, 2014, by and between the United States of America, as Lessor, and BP Exploration & Production Inc. as Lessee, covering all of Block 173, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
---

<u>WI</u>	<u>NRI</u>
<u>100.0000%</u>	<u>79.0000%</u>

**EXHIBIT A**

**LEASES**

## EXHIBIT A

### LEASES

#### LONE STAR – KEATHLEY CANYON 720/764

OCS-G 36354, dated effective as of November 1, 2018, by and between the United States of America, as Lessor, and Deep Gulf Energy III, LLC, as Lessee, covering all of Block 720, Keathley Canyon, as shown on OCS Official Protraction Diagram, NG 15-05.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
---

<u>WI</u>	<u>NRI</u>
<u>36.0000%</u>	<u>28.1700%</u>

OCS-G 36355, dated effective as of November 1, 2018, by and between the United States of America, as Lessor, and Deep Gulf Energy III, LLC, as Lessee, covering all of Block 764, Keathley Canyon, as shown on OCS Official Protraction Diagram, NG 15-05.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
---

<u>WI</u>	<u>NRI</u>
<u>36.0000%</u>	<u>28.1700%</u>

#### MARMALARD – MISSISSIPPI CANYON 299

OCS-G 34435, dated effective as of November 1, 2012, by and between the United States of America, as Lessor, and LLOG Exploration Offshore, L.L.C. as Lessee, covering all of Block 299, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
---

<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>8.7712090%</u>



## EXHIBIT A

### LEASES

After 10% IRR is Reached	
<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>8.7105900%</u>

After 20% IRR is Reached	
<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>8.3837850%</u>

#### **ODD JOB – MISSISSIPPI CANYON 258**

OCS-G 35326, dated effective as of August 1, 2014, by and between the United States of America, as Lessor, and Deep Gulf Energy II, LLC as Lessee, covering all of Block 258, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>54.87500%</u>	<u>44.31156%</u>

#### **ROCKY TOP – DE SOTO CANYON 705 / MISSISSIPPI CANYON 745**

OCS-G 36146, dated effective as of December 1, 2017, by and between the United States of America, as Lessor, and Deep Gulf Energy III, as Lessee, covering all of Block 705, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>100.00000%</u>	<u>80.25000%</u>

OCS-G 36135, dated effective as of December 1, 2017, by and between the United States of America, as Lessor, and Deep Gulf Energy III, as Lessee, covering all of Block 745, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

## EXHIBIT A

### LEASES

Record Title	
Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>100.00000%</u>	<u>80.25000%</u>

#### **SIOUX FALLS – GARDEN BANKS 500**

OCS-G 36801, dated effective as of November 1, 2019, by and between the United States of America, as Lessor, and BP Exploration & Production Inc. and Kosmos Energy Gulf of Mexico Operations, LLC as Lessees, covering all of Block 500, Garden Banks, as shown on OCS Official Protraction Diagram, NG 15-02.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title	
Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>50.0000%</u>	<u>40.6250%</u>

#### **SOB II - MISSISSIPPI CANYON 386**

OCS-G 34438, dated effective as of November 1, 2012, by and between the United States of America, as Lessor, and LLOG Exploration Offshore, L.L.C. as Lessee, covering all of Block 386 Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title	
Working and Net Revenue Interests	
Before 10% IRR is Reached	
<u>WI</u>	<u>NRI</u>
<u>11.8231100%</u>	<u>9.0978830%</u>
After 10% IRR is Reached	
<u>WI</u>	<u>NRI</u>
<u>11.3985825%</u>	<u>8.7104590%</u>
After 20% IRR is Reached	
<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>8.3837850%</u>

## EXHIBIT A

### LEASES

#### **STRING MUSIC – MISSISSIPPI CANYON 385**

OCS-G 35821 dated effective as of July 1, 2016, by and between the United States of America, as Lessor, and Deep Gulf Energy III, LLC as Lessee, covering all of Block 385, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>37.00000%</u>	<u>29.69250%</u>

#### **TIBERIUS – KEATHELY CANYON 964**

OCS-G 36694, dated effective as of July 1, 2019, by and between the United States of America, as Lessor, and Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC as Lessees, covering all of Block 964, Keathley Canyon, as shown on OCS Official Protraction Diagram, NG 15-05.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>50.00000%</u>	<u>40.62500%</u>

#### **TYRION – GREEN CANYON 437**

OCS-G 36438, dated effective as of December 1, 2018, by and between the United States of America, as Lessor, and Deep Gulf Energy III, LLC as Lessee, covering all of Block 437, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>40.00000%</u>	<u>30.90000%</u>

## EXHIBIT A

### LEASES

#### ZORIN – DE SOTO CANYON 356

OCS-G 36794, dated effective as of November 1, 2019, by and between the United States of America, as Lessor, and Kosmos Energy Gulf of Mexico Operations, LLC as Lessee, covering all of Block 356, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

This lease is burdened by an 18  $\frac{3}{4}$  % royalty rate.

Record Title Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>100.00000%</u>	<u>80.25000%</u>

## EXHIBIT A

### WELLS

#### **BARATARIA - MISSISSIPPI CANYON BLOCK 521**

MC 521 OCS-G 34441 Well No. SS001 API #: 608174131300

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>22.50000%</u>	<u>15.73875%</u>

#### **GLADDEN - MISSISSIPPI CANYON BLOCK 800**

MC 800 OCS-G 18292 Well No. SS001 API # 608174112701

MC 800 OCS-G 18292 Well No. SS002 API # 608174140600

Working and Net Revenue Interests
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<u>WI</u>	<u>NRI w/Royalty Relief</u>	<u>NRI w/o Royalty Relief</u>
<u>20.00000%</u>	<u>19.60000%</u>	<u>17.10000%</u>

#### **KODIAK - MISSISSIPPI CANYON BLOCKS 727 / 771**

MC 727 OCS-G 24102 Well No. 003 API # 608174141900

MC 771 OCS-G 24107 Well No. SS002 API # 608174129200

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI w/Royalty Relief</u>	<u>NRI w/o Royalty Relief</u>
<u>29.062500%</u>	<u>26.393870%</u>	<u>22.7610575%</u>

#### **MARMALARD - MISSISSIPPI CANYON BLOCKS 255 / 300**

MC 255 OCS-G 24064 Well No. SS001 API # 608174125800

MC 255 OCS-G 24064 Well No. SS002 API # 608174130500

MC 300 OCS-G 22868 Well No. SS001 API # 608174120600

MC 300 OCS-G 22868 Well No. SS002 API # 608174129500

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>8.8529420%</u>

## EXHIBIT A

### WELLS

After 20% IRR is Reached

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>8.5209610%</u>

#### **NEARLY HEADLESS NICK - MISSISSIPPI CANYON BLOCK 387**

MC 387 OCS-G 22873 Well No. SS001 API # 608174138900

Working and Net Revenue Interests

Before 10% IRR is Reached

<u>WI</u>	<u>NRI w/Royalty Relief</u>	<u>NRI w/o Royalty Relief</u>
<u>21.9481100%</u>	<u>19.2589357%</u>	<u>16.5154220%</u>

After 10% IRR is Reached

<u>WI</u>	<u>NRI w/Royalty Relief</u>	<u>NRI w/o Royalty Relief</u>
<u>21.5235825%</u>	<u>18.8738893%</u>	<u>16.1834415%</u>

After 20% IRR is Reached

<u>WI</u>	<u>NRI w/Royalty Relief</u>	<u>NRI w/o Royalty Relief</u>
<u>21.0990550%</u>	<u>18.4888429%</u>	<u>15.8514610%</u>

#### **NOONAN EAST CAMERON 381 / GARDEN BANKS 506**

EC 381 OCS-G 15161 Well No. 001 API # 177044083600

EC 381 OCS-G 15161 Well No. 003 API # 177044099003

Working and Net Revenue Interests

<u>WI</u>	<u>NRI w/Royalty Relief</u>	<u>NRI w/o Royalty Relief</u>
30.0000000%	30.0000000%	25.0000000%

GB 506 (Danny I) OCS-G 26664 Well No. 002 API # 608074028601

## EXHIBIT A

### WELLS

Danny I - Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>30.00000%</u>	<u>26.25000%</u>

GB 506 (Danny II) OCS-G 26665 Well No. 004 API # 608074030701

Danny II - Working and Net Revenue Interests
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<u>WI</u>	<u>NRI</u>
<u>50.00000%</u>	<u>43.75000%</u>

### ODD JOB - MISSISSIPPI CANYON BLOCKS 214 / 215

MC 214 OCS-G 24059 Well No. 002 API # 608174138001

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u> <u>w/Royalty</u> <u>Relief</u>	<u>NRI w/o</u> <u>Royalty Relief</u>
<u>61.0570200%</u>	<u>54.6460330%</u>	<u>47.0139050%</u>

MC 215 OCS-G 24060 Well No. SS001 API # 608174129101

MC 215 OCS-G 24060 Well No. SS002 API # 608174137600

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>54.87500%</u>	<u>42.25375%</u>

### SARGENT - GARDEN BANKS BLOCK 339

GB 339 OCS-G 25673 Well No. 001 API # 608074029600

Working and Net Revenue Interests
--------------------------------------

<u>WI</u>	<u>NRI</u>
<u>50.00000%</u>	<u>38.75000%</u>

## EXHIBIT A

### WELLS

#### **SOB II - MISSISSIPPI CANYON BLOCK 431**

MC 431 OCS-G 22877 Well No. SS002 API # 608174120301

Working and Net Revenue Interests
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Before 10% IRR is Reached
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<u>WI</u>	<u>NRI</u>
11.8231100%	9.1849220%

After 10% IRR is Reached
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<u>WI</u>	<u>NRI</u>
11.3985825%	8.8529415%

After 20% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
10.9740550%	8.5209610%

#### **SOUTH SANTA CRUZ - MISSISSIPPI CANYON BLOCK 563**

MC 563 OCS-G 21176 Well No. SS001 API # 608174130000

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u> <u>w/Royalty</u> <u>Relief</u>	<u>NRI w/o</u> <u>Royalty</u> <u>Relief</u>
40.5000000%	33.2100000%	28.1475000%

#### **TORNADO - GREEN CANYON BLOCKS 280 / 281**

GC 280 OCS-G 35658 Well No. 002 API # 608114073900

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
35.00000%	28.43750%

GC 281 OCS-G 33242 Well No. SS001 API # 608114065701

GC 281 OCS-G 33242 Well No. SS002 API # 608114069101



## EXHIBIT A

### WELLS

Working and Net Revenue Interests	
--------------------------------------	--

After Payout	
--------------	--

<u>WI</u>	<u>NRI</u>
<u>35.0000000%</u>	<u>24.9375000%</u>

GC 281 OCS-G 33242 Well No. SS003 API # 60811407801

Working and Net Revenue Interests	
--------------------------------------	--

Before Payout	
---------------	--

<u>WI</u>	<u>NRI</u>
<u>35.0000000%</u>	<u>26.2500000%</u>

After Payout	
--------------	--

<u>WI</u>	<u>NRI</u>
<u>35.0000000%</u>	<u>24.9375000%</u>

## KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC

### Officer's Certificate

The undersigned Vice President of Kosmos Energy Gulf of Mexico Operations, LLC, formerly known as Deep Gulf Energy III, LLC, a Delaware limited liability company. (the "Company"), hereby certifies on this 30th day of September, 2020 as follows:

1. I am the duly elected, qualified and acting Vice President of the Company.
2. The resolutions ("Resolutions") attached hereto as Exhibit A, were unanimously approved and adopted by the sole member of the Company in accordance with Section 5.1 of the Company's Operating Agreement and applicable provisions of the Delaware Limited Liability Company Act on September 30, 2020, and such Resolutions have not been amended or revoked and remain in full force and effect.
3. No proceeding for the dissolution or liquidation of the Company is pending, and no such proceeding is contemplated by the Company.

*[The remainder of this page has been intentionally left blank.]*

Each of the following persons has been duly elected as an officer of the Company holding the office set opposite his name, and the signature opposite his name is genuine:

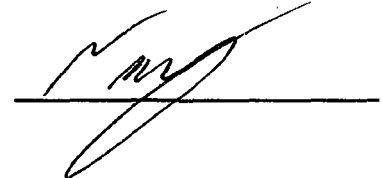
**Name**

**Office**

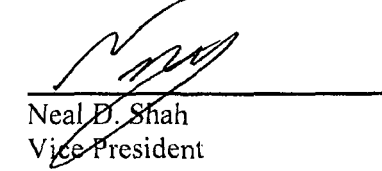
**Signature**

Neal D. Shah

Vice President

A handwritten signature in black ink, appearing to be 'N. Shah', written over a horizontal line.

IN WITNESS WHEREOF, I have signed this Certificate as of the date set forth above

A handwritten signature in black ink, appearing to be 'N. Shah', written over a horizontal line.  
Neal D. Shah  
Vice President

## EXHIBIT A

[See Attached]

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF MANAGERS  
OF  
KOSMOS ENERGY GOM HOLDINGS, LLC  
AND  
WRITTEN CONSENT OF THE SOLE MEMBER  
OF  
KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC

RECEIVED  
ADJUDICATION SECTION  
OCT 01 2020

September 30, 2020

The undersigned, being (i) the sole member (the "Sole Member") of KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC, a Delaware limited liability company ("KEGOMO") and (ii) all of the members of the board of managers of (the "Board") of KOSMOS ENERGY GOM HOLDINGS, LLC, a Delaware limited liability company ("GOM Holdings" and together with KEGOMO collectively, the "Companies" and each individually, a "Company"), hereby consent to, and by this action authorize, approve and adopt, the resolutions set forth below by written consent in accordance with the Delaware Limited Liability Company Act and the Amended and Restated Operating Agreement of KEGOMO or the Limited Liability Company Agreement of GOM Holdings, as applicable.

CREDIT FACILITY RESOLUTIONS

Reference is made to that certain Senior Secured Term Loan Credit Agreement, dated as of the date hereof (the "Credit Agreement"; all capitalized terms used but not defined under the heading "Credit Facility Resolutions" shall have the meanings ascribed to such terms in the Credit Agreement), among the Companies, as borrowers (in such capacity, the "Borrowers" and each individually, a "Borrower"), KOSMOS ENERGY, LTD., a Delaware corporation ("Parent"), KOSMOS ENERGY GULF OF MEXICO, LLC, a Delaware limited liability company ("Holdings"), KOSMOS ENERGY GULF OF MEXICO MANAGEMENT, LLC, a Delaware limited liability company ("GOM Management" and together with Parent and Holdings, each a "Guarantor" and collectively, the "Guarantors"), each Lender from time to time party thereto (collectively, the "Lenders" and each individually, a "Lender"), and CLMG CORP., a Texas corporation, as term loan collateral agent and administrative agent (in such capacities, collectively, the "Agent"), pursuant to which the Lenders are willing to make available to the Borrowers (a) a secured term loan A facility in the aggregate principal amount of \$150,000,000, the proceeds of which will be used to (i) provide working capital to the Borrowers and their Subsidiaries and fund general operating expenses of the Borrowers and their Subsidiaries, (ii) for KEGOMO to make a \$50,000,000 loan to Holdings (which Holdings will use to repay Specified Parent Debt) and (iii) to pay transaction fees and expenses incurred in connection with the Facilities and (b) a secured term loan B facility in the aggregate principal amount of \$50,000,000 the proceeds of which shall be used by the Borrowers on the Effective Date for the deemed repayment in full of KEGOMO's obligations under that certain Prepayment Agreement, entered into on June 26, 2020, between KEGOMO, as seller, and Trafigura Trading LLC, as buyer.

NOW, THEREFORE, BE IT

RESOLVED: That the Credit Agreement, in substantially the form presented to the Board and the Sole Member, is hereby authorized, adopted and approved, with such changes, modifications and amendments thereto as may be deemed necessary or appropriate and approved by any of the officers of each Company (the "Authorized Officers").

RESOLVED: That (i) the Fee Letter, dated as of the date hereof (the "Fee Letter"), by and among the Borrowers and the Agent, (ii) the Guarantee and Collateral Agreement, dated as of the date hereof (the "Security Agreement"), by and among the Companies, Holdings, GOM Management and the Agent and the other grantors party thereto, (iii) the Term Loan A

Notes and the Term Loan B Notes, dated as of the date hereof, (collectively, the "Notes"), from the Borrowers in favor of each of the Lenders requesting a Note, (iv) those certain Mortgages, Assignments of Production, Security Agreements, Fixture Filings and Financing Statements dated on or about the date hereof from KEGOMO to the Agent, with respect to certain real properties of KEGOMO located in the State of Alabama (the "AL Mortgages"), (v) those certain Acts Of Mortgage, Assignments of Production, Security Agreements, Fixture Filings And Financing Statements dated on or about the date hereof from KEGOMO to the Agent, with respect to certain real properties of KEGOMO located in the State of Louisiana (the "LA Mortgages") and (vi) those certain Deeds of Trust, Assignments of Production, Security Agreements, Fixture Filings and Financing Statements dated on or about the date hereof from KEGOMO to the Agent, with respect to certain real properties of KEGOMO in the State of Mississippi (the "MS Mortgages"), in each case in substantially the forms presented to the Board and the Sole Member and reviewed by the Board and the Sole Member, are hereby authorized, adopted and approved; and that the Authorized Officers be, and each of them hereby is, authorized to execute and deliver, in the name of and on behalf of each Company, the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages and the MS Mortgages with such changes, modifications and amendments thereto as may be deemed necessary or appropriate and approved by any of the Authorized Officers, the execution by any such Authorized Officer of the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages and the MS Mortgages being conclusive evidence of his or her approval thereof and his or her authority hereunder.

RESOLVED: That the LA Mortgages shall contain a confession of judgment, a consent to executory process and certain waivers and other provisions customarily required by lenders making loans secured by immovable property in the State of Louisiana.

RESOLVED: That the Authorized Officers be, and each of them hereby is, authorized to execute and deliver, in the name and on behalf of each Company, all such other documents, agreements, borrowing notices, instruments, certificates and the other Loan Documents (as defined in the Credit Agreement) in connection with the Credit Agreement, the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages and the MS Mortgages, including, any additional security agreements, pledge agreements, subordination agreements, deposit account control agreements, intellectual property security agreements, intellectual property security agreements, officer's certificates and/or the other documents to which each Company is a party (collectively, the "Loan Documents").

RESOLVED: That the Board and the Sole Member deem it to be advisable and in the best interest of each Company to enter into the Loan Documents, and each Company will derive substantial direct or indirect benefit from the transactions contemplated therein.

RESOLVED: That in connection with the Loan Documents, each Company is authorized and directed to (i) borrow the Loans, (ii) incur the Obligations, (iii) grant security interests in, liens upon and pledges of, substantially all of such Company's property and assets (including equity interests owned in its subsidiaries) pursuant to the terms of the Security Agreement, the AL Mortgages, the LA Mortgages, and the MS Mortgages and any other applicable Loan Document, (iv) perform its duties and obligations under the Loan Documents, and (v) authorize the Agent, on behalf of any Lenders, as applicable, to take all such further action to maintain and perfect such liens, and to take such action as is otherwise necessary to effect the purposes of the Loan Documents and to execute and/or authorize (as applicable)

any and all security agreements, collateral assignments, certificates, financing statements, including, without limitation, UCC-1 financing statements and any other documents in connection therewith.

RESOLVED: That the Authorized Officers be, and each of them signing singly for and on behalf of each Company hereby is, authorized, empowered and directed to execute (which may be by manual, facsimile or other electronic signature), acknowledge and deliver the Loan Documents, all with such changes in the text, form and terms thereof as in his or her judgment may be deemed necessary or desirable and proper (the necessity or desirability and propriety of such changes to be conclusively evidenced by the execution and delivery of such document).

RESOLVED: That the Authorized Officers of each Company be, and each of them hereby is, authorized to enter into, execute and deliver, from time to time, such amendments (including, without limitation, amendments increasing or decreasing the amount of credit available or extending the maturity of the same), modifications, extensions, renewals, supplements, consolidations and replacements of any of the Loan Documents, in such form and with such terms as the Authorized Officer executing the same, in his or her sole discretion, shall approve, the execution by any Authorized Officer of any such amendment, modification, extension, renewal, supplement, consolidation or replacement being conclusive evidence of his or her approval thereof and his or her authority hereunder.

RESOLVED: That all actions previously taken by any shareholder, officer, director, manager, member, employee or agent of each Company in connection with, in preparation for, or in furtherance of the transactions authorized by the Board and the Sole Member herein, including, without limitation, those actions authorized above in connection with the Loan Documents, be and hereby are ratified, approved and confirmed in all respects.

#### RESOLUTION RELATING TO APPROVAL OF AMENDMENT TO LLC AGREEMENT

RESOLVED: That the First Amendment to the Amended and Restated Operating Agreement of KEGOMO in the form attached hereto as Exhibit A is hereby adopted on behalf of KEGOMO.

#### GENERAL RESOLUTIONS

RESOLVED: That the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the officers of each Company to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions.

RESOLVED: That the authority conferred upon the aforesaid Authorized Officers by the above resolutions shall remain in full force and effect until revocation by further resolution of the Board and/or the Sole Member, and any other party to whom the Transaction Documents may be delivered for processing in connection with the transactions contemplated thereby

shall be conclusively entitled to rely upon the authority of such Authorized Officer and by his or her execution of any document, certificate or agreement.

RESOLVED: That this Consent may be executed manually, by facsimile or by other electronic signature and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

RESOLVED: That this Consent be in addition to and supplementary of any and all other resolutions of any Company now or hereafter on file with the Agent, and nothing herein contained shall be deemed to amend, revoke or modify any such other resolutions or any of the authority therein contained.

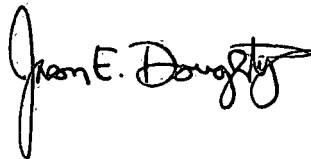
[Signature page follows]



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

BOARD OF MANAGERS OF:

KOSMOS ENERGY GOM HOLDINGS, LLC

A handwritten signature in black ink, appearing to read "Jason E. Doughty". The signature is fluid and cursive, with a long horizontal stroke at the end.

---

Jason E. Doughty

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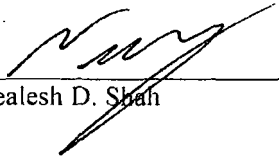
Nealesh D. Shah

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

BOARD OF MANAGERS OF:

KOSMOS ENERGY GOM HOLDINGS, LLC

\_\_\_\_\_  
Jason E. Doughty

  
\_\_\_\_\_  
Nealesh D. Shah

SOLE MEMBER OF KOSMOS ENERGY  
GULF OF MEXICO OPERATIONS, LLC

**SOLE MEMBER:**

**KOSMOS ENERGY GULF OF MEXICO  
MANAGEMENT, LLC**

By: 

Name: Richard R. Clark

Title: President