



ADDIE L. DANOS
adanos@loopergoodwine.com
Direct Dial: (504) 503-1502

OFFICE:
Houston, TX
New Orleans, LA

May 27, 2021

VIA EMAIL: boemadjudication@boem.gov

Bureau of Ocean Energy Management

Attn: Adjudication

1201 Elmwood Park Blvd.

New Orleans, LA 70123-2394

Re: Second Lien Mortgage, Deed of Trust, Assignment of As-Extracted Collateral,
Security Agreement, Fixture Filing, and Financing Statement

Dear Sir/Madam:

On behalf of EnVen Energy Ventures, LLC (GOM No. 03026) please find enclosed a copy of the following described document pertaining to the thirty-two, below-listed OCS Leases, which is submitted for filing purposes only:

- Second Lien Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing, and Financing Statement entered into as of April 15, 2021 by EnVen Energy Ventures, LLC, as Mortgagor, in favor of Charles T. Marshall, as Trustee for the benefit of Wilmington Trust, National Association, as Collateral Agent

Please file the enclosed document under Category 1 in the non-required files relating to the following OCS Leases:

OCS-G 00479; OCS-G 01572; OCS-G 02638; OCS-G 02639; OCS-G 02643; OCS-G 03061;
OCS-G 04800; OCS-G 06921; OCS-G 07995; OCS-G 07998; OCS-G 09387; OCS-G 10910;
OCS-G 10942; OCS-G 10944; OCS-G 12119; OCS-G 12136; OCS-G 12139; OCS-G 12951;
OCS-G 13075; OCS-G 13084; OCS-G 13091; OCS-G 13988; OCS-G 15282; OCS-G 15565;
OCS-G 16455; OCS-G 16515; OCS-G 16549; OCS-G 17921; OCS-G 27083; OCS-G 32113;
OCS-G 33088; OCS-G 35385

Also enclosed is a pay.gov receipt in the amount of \$928.00 evidencing payment of the filing fees for filing the enclosed document. If you have any questions, please contact the undersigned at the email and phone number provided above.

Sincerely,

A handwritten signature in blue ink, appearing to read "Addie L. Danos".

Addie L. Danos

WHEN RECORDED OR FILED,
PLEASE RETURN TO:
SIMPSON THACHER & BARTLETT LLP
600 Travis Street, Suite 5400
Houston, Texas 77002
Attention: Cameron Bettis

Space above for County/Parish Recorder's Use

**SECOND LIEN MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED
COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING
STATEMENT**

FROM

ENVEN ENERGY VENTURES, LLC

TO

CHARLES T. MARSHALL, AS TRUSTEE

FOR THE BENEFIT OF

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent**

and the Other Secured Persons

**A CARBON, PHOTOGRAPHIC, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS
SUFFICIENT AS A FINANCING STATEMENT.**

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. IN CERTAIN STATES, A POWER OF SALE MAY ALLOW THE TRUSTEE OR THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS INSTRUMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THIS INSTRUMENT COVERS PROCEEDS OF MORTGAGED PROPERTY.

THIS INSTRUMENT COVERS MINERALS AND OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH (INCLUDING WITHOUT LIMITATION OIL AND GAS) AND THE ACCOUNTS RELATED THERETO, WHICH WILL BE FINANCED AT THE WELLHEADS OF THE WELL OR WELLS LOCATED ON THE PROPERTIES DESCRIBED IN THE EXHIBIT HERETO. THIS FINANCING STATEMENT IS TO BE FILED OR FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OR SIMILAR RECORDS OF THE RECORDERS OF THE COUNTIES LISTED ON THE EXHIBIT HERETO AND WITH A CLERK OF COURT IN ANY PARISH IN THE STATE OF LOUISIANA. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN THE EXHIBIT ATTACHED HERETO.

PORTIONS OF THE MORTGAGED PROPERTY ARE GOODS WHICH ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN OR REFERRED TO IN THE EXHIBIT HERETO. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD OR RECORDED, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OR SIMILAR RECORDS OF EACH COUNTY IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED AND WITH A CLERK OF COURT IN ANY PARISH IN THE STATE OF LOUISIANA. THE MORTGAGOR IS THE OWNER OF RECORD INTEREST IN THE REAL ESTATE CONCERNED. THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS OR THE UCC RECORDS.

PURSUANT TO THE INTERCREDITOR AGREEMENT (AS DEFINED BELOW), THE LIEN OF THIS MORTGAGE IS SUBORDINATE AND INFERIOR TO THOSE CERTAIN LIENS CREATED BY THE INSTRUMENTS SET FORTH IN ANNEX I ATTACHED HERETO (AS AMENDED OR SUPPLEMENTED TO THE DATE HEREOF, THE "PRIOR MORTGAGES").

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	
Section 1.01. <u>Terms Defined Above</u>	1
Section 1.02. <u>UCC and Other Defined Terms</u>	2
Section 1.03. <u>Definitions</u>	2
ARTICLE II GRANT OF LIEN AND SECURED OBLIGATIONS	
Section 2.01. <u>Grant of Liens</u>	4
Section 2.02. <u>Grant of Security Interest</u>	5
Section 2.03. <u>Secured Obligations</u>	6
Section 2.04. <u>Fixture Filing, Etc.</u>	6
Section 2.05. <u>Pro Rata Benefit</u>	7
Section 2.06. <u>Excluded Properties</u>	7
Section 2.07. <u>Intercreditor Agreement</u>	7
ARTICLE III ASSIGNMENT OF AS-EXTRACTED COLLATERAL	
Section 3.01. <u>Assignment</u>	8
Section 3.02. <u>No Modification of Payment Obligations</u>	9
Section 3.03. <u>Rights and Title of Consignee</u>	9
ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS	
Section 4.01. <u>Title</u>	9
Section 4.02. <u>Defend Title</u>	9
Section 4.03. <u>Not a Foreign Person</u>	10
Section 4.04. <u>Power to Create Lien and Security</u>	10
Section 4.05. <u>Revenue and Cost Bearing Interest</u>	10
Section 4.06. <u>Rentals Paid; Leases in Effect</u>	10
Section 4.07. <u>Operation By Third Parties</u>	10
Section 4.08. <u>Abandon, Sales</u>	11
Section 4.09. <u>Failure to Perform</u>	11
ARTICLE V RIGHTS AND REMEDIES	
Section 5.01. <u>Event of Default</u>	11

Section 5.02.	<u>Foreclosure and Sale</u>	11
Section 5.03.	<u>Substitute Trustees and Agents</u>	13
Section 5.04.	<u>Judicial Foreclosure; Receivership</u>	13
Section 5.05.	<u>Foreclosure for Installments</u>	13
Section 5.06.	<u>Separate Sales</u>	13
Section 5.07.	<u>Possession of Mortgaged Property</u>	14
Section 5.08.	<u>Occupancy After Foreclosure</u>	14
Section 5.09.	<u>Remedies Cumulative, Concurrent and Nonexclusive</u>	14
Section 5.10.	<u>Discontinuance of Proceedings</u>	14
Section 5.11.	<u>No Release of Obligations</u>	15
Section 5.12.	<u>Release of and Resort to Collateral</u>	15
Section 5.13.	<u>Waiver of Redemption, Notice and Marshalling of Assets, Etc.</u>	15
Section 5.14.	<u>Application of Proceeds</u>	16
Section 5.15.	<u>Resignation of Operator</u>	16
Section 5.16.	<u>Indemnity</u>	16

ARTICLE VI
THE TRUSTEE

Section 6.01.	<u>Duties, Rights, and Powers of Trustee</u>	17
Section 6.02.	<u>Successor Trustee</u>	17
Section 6.03.	<u>Retention of Moneys</u>	18

ARTICLE VII
MISCELLANEOUS

Section 7.01.	<u>Instrument Construed as Mortgage, Etc.</u>	18
Section 7.02.	<u>Releases</u>	18
Section 7.03.	<u>Severability</u>	19
Section 7.04.	<u>Successors and Assigns</u>	19
Section 7.05.	<u>Satisfaction of Prior Encumbrance</u>	19
Section 7.06.	<u>Application of Payments to Certain Obligations</u>	19
Section 7.07.	<u>Nature of Covenants</u>	19
Section 7.08.	<u>Notices</u>	19
Section 7.09.	<u>Counterparts</u>	19
Section 7.10.	<u>Governing Law</u>	20
Section 7.11.	<u>Financing Statement; Fixture Filing</u>	20
Section 7.12.	<u>Execution of Financing Statements</u>	20
Section 7.13.	<u>Exculpation Provisions</u>	21

Section 7.14.	<u>References</u>	21
Section 7.15.	<u>Shell Offshore Inc. Overriding Royalty Interest.</u>	21
Section 7.16.	<u>Shell Offshore Inc. Operating Rights.</u>	22
Section 7.17.	<u>Conflict</u>	23
Section 7.18.	<u>The Mortgagee</u>	23

ARTICLE VIII
STATE SPECIFIC PROVISIONS

Section 8.01.	<u>State Specific Provisions Generally</u>	23
Section 8.02.	<u>Special Louisiana Provisions</u>	23

Exhibit A Oil and Gas Properties

THIS SECOND LIEN MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (this "Mortgage") is entered into as of April 15, 2021 (the "Effective Date") by **ENVEN ENERGY VENTURES, LLC**, a Louisiana limited liability company (as successor in interest to Tarpon Offshore, L.P., a Delaware limited partnership, Tarpon Operating & Development, L.L.C., a Texas limited liability company and Tarpon Offshore Ventures, LP, a Texas limited partnership) (the "Mortgagor"), in favor of **CHARLES T. MARSHALL**, as Trustee for the benefit of **WILMINGTON TRUST, NATIONAL ASSOCIATION** as collateral agent for the Other Secured Persons (together with its successors and assigns, the "Mortgagee"), with respect to all Mortgaged Properties located in or adjacent to each Deed of Trust State.

RECITALS

A. On April 15, 2021, Energy Ventures GoM LLC, a Delaware limited liability company ("Energy Ventures"), EnVen Finance Corporation, a Delaware corporation, as wholly-owned subsidiary of Energy Ventures ("EnVen" and, together with Energy Ventures, collectively, the "Issuer"), each of the other signatories thereto other than the Mortgagee (collectively, the "Guarantors") and the Mortgagee, as trustee and as collateral agent for the Other Secured Persons, executed an Indenture (such agreement, as may from time to time be amended or supplemented, the "Indenture"), pursuant to such, upon the terms and conditions stated therein, (i) the Other Secured Persons agreed to purchase \$302,500,000 of 11.750% Senior Secured Lien Notes due 2026 (the "Notes") and (ii) the Guarantors agreed to guarantee the obligations of the Issuer.

B. On April 15, 2021, Energy Ventures, the Guarantors and the Mortgagee executed a Second Lien Security Agreement (such agreement, as may from time to time be amended or supplemented, the "Collateral Agreement") pursuant to which, upon the terms and conditions stated therein, Energy Ventures and the Guarantors have agreed to grant a security interest to the Mortgagee in certain assets specified therein (the Indenture and the Collateral Agreement collectively being the "Secured Transaction Documents").

C. The Mortgagee and the Other Secured Persons have conditioned their obligations under the Secured Transaction Documents upon the execution and delivery by the Mortgagor of this Mortgage, and the Mortgagor has agreed to enter into this Mortgage to secure all of the Mortgagor's guarantee obligations owing to the Mortgagee and the Other Secured Persons under the Secured Transaction Documents.

D. Therefore, in order to comply with the terms and conditions of the Secured Transaction Documents and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby agrees as follows:

ARTICLE I DEFINITIONS

Section 1.01. Terms Defined Above. As used in this Mortgage, each term defined above has the meaning indicated above.

Section 1.02. UCC and Other Defined Terms. Unless otherwise defined in the Applicable UCC, each capitalized term used in this Mortgage and not defined in this Mortgage shall have the meaning ascribed to such term in the Indenture. Any capitalized term not defined in either this Mortgage or the Indenture shall have the meaning ascribed to such term in the Applicable UCC.

Section 1.03. Definitions.

“Applicable UCC” means the provisions of the Uniform Commercial Code presently in effect in the jurisdiction in which the relevant UCC Collateral is situated or which otherwise is applicable to the creation or perfection of the Liens described herein or the rights and remedies of Mortgagee under this Mortgage.

“Collateral” means collectively all the Mortgaged Property and all the UCC Collateral.

“Deed of Trust State” has the meaning ascribed such term in Section 2.01.

“Encumbered Equipment” has the meaning ascribed such term in Section 2.06.

“Event of Default” has the meaning ascribed to such term in Section 5.01.

“Future Advances” means future obligations and future advances that the Mortgagee or any Other Secured Person may make pursuant to any Secured Transaction Document.

“Hydrocarbon Interests” means all rights, titles, interests and estates and the lands and premises covered or affected thereby now or hereafter acquired by the Mortgagor 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 and royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature, in each case, which are described on Exhibit A; provided that, it is the intent of the Mortgagor all of its interests be subject to the Lien of this Mortgage even if (i) its interests on Exhibit A shall be incorrectly described or a description of a part or all of such property or the Mortgagor’s interests therein be omitted limited to particular lands, specified depths or particular types of property interests or (ii) such properties or interests may be hereafter acquired.

“Hydrocarbons” means all 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 or other properties constituting Oil and Gas Properties.

“Indemnified Parties” means the Trustee, the Mortgagee, each Other Secured Person and their officers, directors, employees, representatives, agents, attorneys, accountants and experts.

“Intercreditor Agreement” means the Amended and Restated Intercreditor Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time), among Energy Ventures GoM LLC, certain subsidiaries and affiliates of Energy Ventures

GoM LLC, Citibank, N.A., as Senior Representative, and Wilmington Trust, National Association, as Second Priority Representative.

“Lien” means any interest in property securing an obligation owed to, or a claim by, a Person other than the owner of the property, whether such interest is based on the common law, statute or contract, and whether such obligation or claim is fixed or contingent, and including but not limited to (a) the lien or security interest arising from a mortgage, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes or (b) production payments and the like payable out of Oil and Gas Properties.

“Mortgaged Property” means the Oil and Gas Properties and other properties and assets described in Section 2.01(a) through Section 2.01(e).

“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, communitization, 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, production sales or other contracts, farmout agreements, farm-in agreements, area of mutual interest agreements, equipment leases and other agreements which relate to any of the Hydrocarbon Interests or any interests therein or to the production, sale, purchase, exchange, processing, handling, storage, transporting or marketing of the Hydrocarbons from or attributable to such Oil and Gas Properties; (e) all Hydrocarbons; (f) all tenements, hereditaments, appurtenances and properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests, including all compressor sites, settling ponds and equipment or pipe yards; and (g) all properties, rights, titles, interests and estates described or referred to above whether now owned or hereinafter acquired, including any and all property, real or personal, immoveable or moveable, 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 or other wells, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, pipelines, sales and flow lines, gathering systems, field gathering systems, salt water disposal facilities, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, steam generation facilities, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes licenses and other surface and subsurface rights, together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing.

“Other Secured Persons” means the holders of the Notes.

“Permitted Encumbrances” means the Liens created by the Prior Mortgages and all other Liens permitted to be placed on the Mortgaged Properties under Section 4.10 of the Indenture.

“Post-Default Rate” means the post-default rate per annum set forth in the Indenture applicable to past due payments, but in no event to exceed the Maximum Rate.

“Secured Obligations” has the meaning assigned to such term in Section 2.03.

“Trustee” means Charles T. Marshall, and any successors and substitutes in trust hereunder.

“UCC Collateral” means the property and other assets described in Section 2.02.

ARTICLE II GRANT OF LIEN AND SECURED OBLIGATIONS

Section 2.01. Grant of Liens. To secure payment of the Secured Obligations, the Mortgagor does by these presents hereby GRANT, BARGAIN, SELL, ASSIGN, MORTGAGE, TRANSFER and CONVEY to the Trustee, for the use and benefit of the Mortgagee and the Other Secured Persons, all of the following properties, rights and interests which are located in (or cover or relate to such Oil and Gas Properties located in) the State of Texas or the State of Louisiana (each, a “Deed of Trust State”), or which are located within (or cover or relate to properties located within) the Outer Continental Shelf or other offshore area adjacent to such Deed of Trust State over which the United States of America asserts jurisdiction and to which the laws of such Deed of Trust State are applicable with respect to this Mortgage and/or the Liens created hereby, TO HAVE AND TO HOLD unto the Trustee forever to secure the Secured Obligations:

(a) All rights, titles, interests and estates now owned or hereafter acquired by the Mortgagor in and to the Oil and Gas Properties described on Exhibit A.

(b) All rights, titles, interests and estates now owned or hereafter acquired by the Mortgagor in and to all geological, geophysical, engineering, accounting, title, legal and other technical or business data concerning the Oil and Gas Properties, the Hydrocarbons or any other item of property which are in the possession of the Mortgagor, and all books, files, records, magnetic media, computer records and other forms of recording or obtaining access to such data.

(c) All rights, titles, interests and estates now owned or hereafter acquired by the Mortgagor in and to all Hydrocarbons.

(d) Any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the Liens hereof by the Mortgagor or by anyone on the Mortgagor’s behalf; and the Trustee and/or the Mortgagee are hereby authorized to receive the same at any time as additional security hereunder.

(e) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by the Mortgagor in and to the Oil and Gas Properties described in Exhibit A and all other rights, titles, interests and estates and every part and parcel thereof, including, without limitation, any rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Permitted Encumbrances to which any of such Oil and Gas Properties or other rights, titles, interests or estates are subject or otherwise; all rights of the Mortgagor to Liens securing payment of proceeds from the sale of production from any of such Oil and Gas Properties, together with any and all renewals and extensions of any of such related rights, titles, interests or estates; all contracts and agreements supplemental to or

amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by the Mortgagor in and to the such related rights, titles, interests or estates.

Notwithstanding any provision in this Mortgage to the contrary, in no event (a) is any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of “Mortgaged Property” and no Building or Manufactured (Mobile) Home is hereby encumbered by this Mortgage, or (b) is any Excluded Property included in the definition of Mortgaged Property or UCC Collateral and no Excluded Property is 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.

Any fractions or percentages specified on Exhibit A in referring to the Mortgagor’s interests are solely for purposes of the warranties made by the Mortgagor pursuant to Section 4.01 and Section 4.05 and shall in no manner limit the quantum of interest affected by this Section 2.01 with respect to any Oil and Gas Property or with respect to any unit or well identified on Exhibit A.

Section 2.02. Grant of Security Interest. To further secure the Secured Obligations, the Mortgagor hereby grants to the Trustee, for the benefit of the Mortgagee and the Other Secured Persons, a security interest in and to all of the following (whether now or hereafter acquired by operation of law or otherwise):

- (a) all Accounts;
- (b) all Deposit Accounts (other than payroll, withholding tax and other fiduciary Deposit Accounts), all Commodities Accounts and all Securities Accounts;
- (c) all Documents;
- (d) all General Intangibles (including, without limitation, rights in and under any Payment Intangible, Swap Agreement or any Commodity Contract) and all rights under insurance contracts and rights to insurance proceeds;
- (e) all Instruments;
- (f) all Goods (including, without limitation, all Inventory, all Equipment and all Fixtures whether or not relating to the Mortgaged Property);
- (g) all Letter-of-Credit Rights (whether or not the letter of credit is evidenced by a writing);
- (h) all As-Extracted Collateral from or attributable to the Oil and Gas Properties;

(i) all books and records pertaining to the Oil and Gas Properties;

(j) all Fixtures;

(k) all Hydrocarbons;

(l) to the extent not otherwise included, any other property insofar as the it consists of personal property of any kind or character defined in and subject to the Applicable UCC; and

(m) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security, guarantees and other Supporting Obligations given with respect to any of the foregoing.

Section 2.03. Secured Obligations. This Mortgage is executed and delivered by the Mortgagor to secure and enforce the following (the “Secured Obligations”):

(a) Payment of and performance of any and all indebtedness, fees, expenses, premiums (if any), interest, indemnities, reimbursements, obligations and liabilities of the Mortgagor (including interest accruing during the pendency of an insolvency or liquidation proceeding, regardless of whether allowed or allowable in such insolvency or liquidation proceeding) pursuant to the Indenture, the Collateral Agreement or this Mortgage, whether now existing or hereafter arising and being in the original aggregate principal amount of three-hundred two million five-hundred thousand United States Dollars (US \$302,500,000).

(b) Any sums which may be advanced or paid by the Trustee or the Mortgagee or any Other Secured Person under the terms hereof or of the Indenture or any Secured Transaction Document on account of the failure of the Mortgagor to comply with the covenants of the Mortgagor contained herein, in the Indenture or any other Secured Transaction Document whether pursuant to Section 4.09 or otherwise and all other obligations, liabilities and indebtedness of the Mortgagor or any Guarantor arising pursuant to the provisions of this Mortgage or any Secured Transaction Document.

(c) Any and all renewals, modifications, substitutions, rearrangements or extensions of any of the foregoing, whether in whole or in part.

Section 2.04. Fixture Filing, Etc. Without in any manner limiting the generality of any of the other provisions of this Mortgage: (i) some portions of the goods described or to which reference is made herein are or are to become Fixtures on the land described or to which reference is made herein or on Exhibit A; (ii) the security interests created hereby under applicable provisions of the Applicable UCC will attach to all As-Extracted Collateral (all minerals including oil and gas and the Accounts resulting from the sale thereof at the wellhead or minehead located on the Oil and Gas Properties described or to which reference is made herein or on Exhibit A) and all other Hydrocarbons; (iii) this Mortgage is to be filed of record in the real estate records or other appropriate records as a financing statement; and (iv) the Mortgagor is the record owner of the real estate or interests in the real estate or immovable property comprised of the Mortgaged Property.

Section 2.05. Pro Rata Benefit. This Mortgage is executed and granted for the pro rata benefit and security of the Mortgagee and the Other Secured Persons to secure the Secured Obligations for so long as same remains unpaid and thereafter until the Secured Obligations have been paid in full.

Section 2.06. Excluded Properties. Notwithstanding anything herein to the contrary, in no event shall the Mortgaged Property include, and the Mortgagor shall not be deemed to have granted a Lien in, any of the Mortgagor's right, title or interest to (a) any Equipment subject to a purchase money security interest or equipment or capital lease ("Encumbered Equipment") if and to the extent that the creation of a security interest in the right, title or interest of Mortgagor in the Encumbered Equipment would cause or result in a default under any contractual provision or other restriction; (b) any rights or interest in any contract, license, permit or franchise covering real or personal property of Mortgagor if, under the terms of the contract, license, permit or franchise or applicable law, the grant of a security interest or other Lien therein is prohibited as a matter of Law, or under the terms of the contract, license, permit or franchise and that prohibition has not been effectively waived or the consent of the other party(ies) to such contract, license, permit or franchise has not been obtained, but the foregoing exclusions in no way will be construed (i) to apply to the extent that any described prohibition is unenforceable under Section 9-406, 9-407, 9-408, or 9-409 of the Applicable UCC (as same may be limited by other applicable Law) or other applicable Law, or (ii) to limit, impair or otherwise affect the continuing security interests of the Persons owed Secured Obligations in and Liens upon any rights or interests of Mortgagor in or to (A) monies due or to become due under any described contract, license, permit or franchise (including any Accounts), or (B) any proceeds from the sale, license, lease, or other dispositions of any such contract or license; (c) assets subject to certificates of title; (d) "intent to use" trademark applications; and (e) assets as to which the Mortgagee reasonably agrees that the cost of obtaining a security interest or perfection thereof is excessive in relation to the benefit to the Other Secured Persons of the security afforded thereby.

Section 2.07. Intercreditor Agreement.

(a) Notwithstanding any provision, including any right or remedy of Mortgagee, contained herein to the contrary, this Mortgage and all interests created hereunder shall be subject to the Intercreditor Agreement.

(b) Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Mortgagee pursuant to this Mortgage are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to Citibank, N.A., as administrative agent, pursuant to or in connection with the Credit Agreement, dated as of July 29, 2014 as amended and restated on December 30, 2016 and as further amended by that certain First Amendment to Amended and Restated Credit Agreement dated as January 26, 2018 (as further amended, restated, supplemented or otherwise modified from time to time), among the Company, the banks, financial institutions and other lending institutions from time to time parties as lenders thereto and Citibank, N.A., as administrative agent, and (ii) the exercise of any right or remedy by Wilmington Trust, National Association, as the Mortgagee hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of

the Intercreditor Agreement and the terms of this Mortgage, the terms of the Intercreditor Agreement shall govern.

ARTICLE III
ASSIGNMENT OF AS-EXTRACTED COLLATERAL

Section 3.01. Assignment.

(a) The Mortgagor has absolutely and unconditionally assigned, transferred, conveyed and granted a security interest, and does hereby absolutely and unconditionally assign, transfer, convey and grant a security interest unto the Mortgagee in and to:

(i) all of its As-Extracted Collateral located in or relating to the Mortgaged Properties located in the county/parish where this Mortgage is filed, including without limitation, all As-Extracted Collateral relating to the Hydrocarbon Interests, the Hydrocarbons and all products obtained or processed therefrom;

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

(iii) all amounts and proceeds hereafter payable to or to become payable to the Mortgagor or now or hereafter relating to any part of such Mortgaged Properties and all amounts, sums, monies, revenues and income which become payable to the Mortgagor from, or with respect to, any of the Mortgaged Properties, present or future, now or hereafter constituting a part of the Hydrocarbon Interests.

(b) The Hydrocarbons and products are to be delivered into pipe lines connected with the Mortgaged Property, or to the purchaser thereof, to the credit of the Mortgagee, for its benefit and the benefit of the Other Secured Persons, free and clear of all taxes, charges, costs and expenses; and all such revenues and proceeds shall be paid directly to the Mortgagee, at its offices in Houston, Texas, with no duty or obligation of any party paying the same to inquire into the rights of the Mortgagee to receive the same, what application is made thereof, or as to any other matter.

(c) The Mortgagor agrees to perform all such acts, and to execute all such further assignments, transfers and division orders and other instruments as may be required or desired by the Mortgagee or any party in order to have said proceeds and revenues so paid to the Mortgagee. In addition to any and all rights of a secured party under Sections 9-607 and 9-609 of the Applicable UCC, the Mortgagee is fully authorized to receive and receipt for said revenues and proceeds; to endorse and cash any and all checks and drafts payable to the order of the Mortgagor or the Mortgagee for the account of the Mortgagor received from or in connection with said revenues or proceeds and to hold the proceeds thereof in a Deposit Account with the Mortgagee or other acceptable commercial bank as additional collateral securing the Secured Obligations; and to execute transfer and division orders in the name of the Mortgagor, or otherwise, with warranties binding the Mortgagor. All proceeds received by the Mortgagee pursuant to this grant and assignment shall be applied as provided in Section 5.14.

(d) The Mortgagee shall not be liable for any delay, neglect or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder; but the Mortgagee shall have the right, at its election, in the name of the Mortgagor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by the Mortgagee in order to collect such funds and to protect the interests of the Mortgagee and/or the Mortgagor, with all costs, expenses and attorneys' fees incurred in connection therewith being paid by the Mortgagor.

(e) The Mortgagor hereby appoints the Mortgagee as its attorney-in-fact to pursue any and all rights of the Mortgagor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons. In addition to the Liens granted to the Trustee and/or the Mortgagee in Section 2.01(e), the Mortgagor hereby further transfers and assigns to the Mortgagee any and all such Liens, security interests, financing statements or similar interests of the Mortgagor attributable to its interest in the As-Extracted Collateral, any other Hydrocarbons and proceeds of runs therefrom arising under or created by said statutory provision, judicial decision or otherwise. The power of attorney granted to the Mortgagee in this Section 3.01, being coupled with an interest, shall be irrevocable until the Secured Obligations have been paid in full.

Section 3.02. No Modification of Payment Obligations. Nothing herein contained shall modify or otherwise alter the obligation of the Mortgagor to make prompt payment of all amounts constituting Secured Obligations when and as the same become due regardless of whether the proceeds of the As-Extracted Collateral and Hydrocarbons are sufficient to pay the same and the rights provided in accordance with the foregoing assignment provision shall be cumulative of all other security of any and every character now or hereafter existing to secure payment of the Secured Obligations. Nothing in this Article III is intended to be an acceptance of collateral in satisfaction of the Secured Obligations.

Section 3.03. Rights and Title of Consignee. In addition to the rights, titles and interests hereby conveyed pursuant to Section 2.01 of this Mortgage, the Mortgagor hereby grants to the Mortgagee those Liens given to purchasers of Hydrocarbons to secure their sale at the wellhead, including those rights provided in Tex. Bus. & Com. Code Ann. §9.343 (Vernon Supp. 1989) ("Tex. UCC"), as amended from time to time.

ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS

The Mortgagor hereby represents, warrants and covenants as follows:

Section 4.01. Title. To the extent of the undivided interests specified on Exhibit A, the Mortgagor has good and defensible title to and is possessed of the Hydrocarbon Interests and has good title to the UCC Collateral. The Collateral is free of all Liens except Permitted Encumbrances.

Section 4.02. Defend Title. This Mortgage is, and always will be kept, as a Lien upon the Collateral and the Lien shall only be subordinate to the Liens specifically set forth in the Intercreditor Agreement; provided that Permitted Encumbrances may exist, but no intent to

subordinate the priority of the Liens created hereby is intended or inferred by such existence. The Mortgagor will not create or suffer to be created or permit to exist any Lien, security interest or charge prior or junior to or on a parity with the Lien of this Mortgage upon the Collateral or any part thereof other than such Permitted Encumbrances. The Mortgagor will warrant and defend the title to the Collateral against the claims and demands of all other Persons whomsoever and will maintain and preserve the Lien created hereby (and its priority) until the Secured Obligations shall be paid in full. If (i) an adverse claim be made against or a cloud develop upon the title to any part of the Collateral other than a Permitted Encumbrance or (ii) any Person, including the holder of a Permitted Encumbrance, shall challenge the priority or validity of the Liens created by this Mortgage, then the Mortgagor agrees to immediately defend against such adverse claim, take appropriate action to remove such cloud or subordinate such Permitted Encumbrance, in each case, at the Mortgagor's sole cost and expense. The Mortgagor further agrees that the Trustee and/or the Mortgagee may take such other action as they deem advisable to protect and preserve their interests in the Collateral, and in such event the Mortgagor will indemnify the Trustee and/or the Mortgagee against any and all cost, attorneys' fees and other expenses which they may incur in defending against any such adverse claim or taking action to remove any such cloud.

Section 4.03. Not a Foreign Person. The Mortgagor is not a "foreign person" within the meaning of the Code, Sections 1445 and 7701 (i.e. the Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

Section 4.04. Power to Create Lien and Security. The 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 is required in connection with the execution and delivery by the Mortgagor of this Mortgage.

Section 4.05. Revenue and Cost Bearing Interest. The Mortgagor's ownership of the Hydrocarbon Interests and the undivided interests therein as specified on Exhibit A will, after giving full effect to all Permitted Encumbrances, afford the Mortgagor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Hydrocarbon Interest specified as Net Revenue Interest (as specified on Exhibit A) on attached Exhibit A and will cause the Mortgagor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as Working Interest on Exhibit A, of the costs of drilling, developing and operating the wells identified on Exhibit A except to the extent of any proportionate corresponding increase in the Net Revenue Interest.

Section 4.06. Rentals Paid; Leases in Effect. All rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Mortgaged Property have been duly paid or provided for, and all leases or subleases comprising a part of the Oil and Gas Property are in full force and effect.

Section 4.07. Operation By Third Parties. If any portion of the Mortgaged Property is comprised of interests which are not working interests or which are not operated by the Mortgagor or one of its Affiliates, then with respect to such interests and properties, the Mortgagor's covenants as expressed in this Article IV are modified to require that the Mortgagor use reasonable

commercial efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Mortgaged Properties.

Section 4.08. Abandon, Sales. The Mortgagor will not sell, lease, assign, transfer or otherwise dispose or abandon any of the Collateral except as permitted by the Indenture.

Section 4.09. Failure to Perform. The Mortgagor agrees that if it fails to perform any act or to take any action which it is required to perform or take hereunder or pay any money which the Mortgagor is required to pay hereunder, each of the Mortgagee and the Trustee, in the Mortgagor's name or its or their own name, may, but shall not be obligated to, perform or cause to perform such act or take such action or pay such money, and any expenses so incurred by either of them and any money so paid by either of them shall be a demand obligation owing by the Mortgagor to the Mortgagee or the Trustee, as the case may be, and each of the Mortgagee and the Trustee, upon making such payment, shall be subrogated to all of the rights of the Person receiving such payment. Each amount due and owing by the Mortgagor to each of the Mortgagee and the Trustee pursuant to this Mortgage shall bear interest from the date of such expenditure or payment to such Person until paid at the Post-Default Rate.

ARTICLE V RIGHTS AND REMEDIES

The rights and remedies provided in this Article are granted to the extent permitted by applicable law.

Section 5.01. Event of Default. An Event of Default under the Indenture shall be an "Event of Default" under this Mortgage. The grants of all rights and remedies provided herein, including but not limited to those provided in Section 8.02, are limited to those which may be granted pursuant to the provisions of applicable law.

Section 5.02. Foreclosure and Sale.

(a) If an Event of Default shall occur and be continuing, to the extent provided by applicable law, the Mortgagee shall have the right and option to proceed with foreclosure by directing the Trustee to proceed with foreclosure and to sell all or any portion of such Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places in otherwise such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers. Where the Mortgaged Property is situated in more than one jurisdiction, notice as above provided shall be posted and filed in all such jurisdictions (if such notices are required by law), and all such Mortgaged Property may be sold in any such jurisdiction and any such notice shall designate the jurisdiction where such Mortgaged Property is to be sold. Nothing contained in this Section 5.02 shall be construed so as to limit in any way any rights to sell the Mortgaged Property or any portion thereof by private sale if and to the extent that such private sale is permitted under the laws of the applicable jurisdiction or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. The Mortgagor hereby irrevocably appoints the Trustee and the Mortgagee, with full power of substitution, to be the attorneys-in-fact of

the Mortgagor and in the name and on behalf of the Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which the Mortgagor ought to execute and deliver and do and perform any and all such acts and things which the Mortgagor ought to do and perform under the covenants herein contained and generally, to use the name of the Mortgagor in the exercise of all or any of the powers hereby conferred on the Trustee and/or the Mortgagee. At any such sale: (i) whether made under the power herein contained or any other legal enactment, or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for the Trustee or the Mortgagee, as appropriate, to have physically present, or to have constructive possession of, the Mortgaged Property (the Mortgagor hereby covenanting and agreeing to deliver any portion of the Mortgaged Property not actually or constructively possessed by the Trustee or the Mortgagee immediately upon his or its demand) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, (ii) each instrument of conveyance executed by the Trustee or the Mortgagee shall contain a general warranty of title, binding upon the Mortgagor and its successors and assigns, (iii) each and every recital contained in any instrument of conveyance made by the Trustee or the Mortgagee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Secured Obligations, advertisement and conduct of such sale in the manner provided herein and otherwise by law and appointment of any successor trustee hereunder, (iv) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (v) the receipt of the Trustee, the Mortgagee or of such other party or officer making the sale shall be a sufficient discharge to the purchaser or purchasers for its purchase money and no such purchaser or purchasers, or its assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or nonapplication thereof, (vi) to the fullest extent permitted by law, the Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against the Mortgagor, and against any and all other persons claiming or to claim the property sold or any part thereof, by, through or under the Mortgagor, and (vii) to the extent and under such circumstances as are permitted by law, the Mortgagee may be a purchaser at any such sale, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the Secured Obligations (in the order of priority set forth in Section 5.14) in lieu of cash payment.

(b) If an Event of Default shall occur and be continuing, then (i) the Mortgagee shall be entitled to all of the rights, powers and remedies afforded a secured party by the Applicable UCC with reference to the UCC Collateral or (ii) the Trustee or the Mortgagee may proceed as to any Collateral in accordance with the rights and remedies granted under this Mortgage or applicable law in respect of the Collateral. Such rights, powers and remedies shall be cumulative and in addition to those granted to the Trustee or the Mortgagee under any other provision of this Mortgage or under any Secured Transaction Document. Written notice mailed to the Mortgagor as provided herein at least ten (10) days prior to the date of public sale of any part of the Collateral which is personal property

subject to the provisions of the Applicable UCC, or prior to the date after which private sale of any such part of the Collateral will be made, shall constitute reasonable notice.

Section 5.03. Substitute Trustees and Agents. The Trustee or Mortgagee may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by the Trustee or Mortgagee, including the posting of notices and the conduct of sale, but in the name and on behalf of the Trustee or Mortgagee. If the Trustee or Mortgagee shall have given notice of sale hereunder, any successor or substitute trustee or mortgagee agent thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute trustee or mortgagee agent conducting the sale.

Section 5.04. Judicial Foreclosure; Receivership. If any of the Secured Obligations shall become due and payable and shall not be promptly paid, the Trustee or the Mortgagee shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Collateral under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Collateral under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy. Any money advanced by the Trustee and/or the Mortgagee in connection with any such receivership shall be a demand obligation (which obligation the Mortgagor hereby expressly promises to pay) owing by the Mortgagor to the Trustee and/or the Mortgagee and shall bear interest from the date of making such advance by the Trustee and/or the Mortgagee until paid at the Post-Default Rate.

Section 5.05. Foreclosure for Installments. The Mortgagee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Secured Obligations which have not been paid when due either through the courts or by directing the Trustee to proceed with foreclosure in satisfaction of the matured but unpaid portion of the Secured 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 Secured Obligations then due; such sale may be made subject to the unmatured portion of the Secured Obligations, and any such sale shall not in any manner affect the unmatured portion of the Secured Obligations, but as to such unmatured portion of the Secured 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 Secured Obligations, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Secured Obligations without exhausting the power to foreclose and sell the Mortgaged Property for any subsequently maturing portion of the Secured Obligations.

Section 5.06. Separate Sales. The Collateral may be sold in one or more parcels and to the extent permitted by applicable law in such manner and order as the Mortgagee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 5.07. Possession of Mortgaged Property. If an Event of Default shall have occurred and be continuing, then, to the extent permitted by applicable law, the Trustee or the Mortgagee shall have the right and power to enter into and upon and take possession of all or any part of the Collateral in the possession of the Mortgagor, its successors or assigns, or its or their agents or servants, and may exclude the Mortgagor, its successors or assigns, and all persons claiming under the Mortgagor, and its or their agents or servants wholly or partly therefrom; and, holding the same, the Mortgagee may use, administer, manage, operate and control the Collateral and conduct the business thereof to the same extent as the Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of the Mortgagor, in the name, place and stead of the Mortgagor, or otherwise as the Mortgagee shall deem best. All costs, expenses and liabilities of every character incurred by the Trustee and/or the Mortgagee in administering, managing, operating, and controlling the Mortgaged Property shall constitute a demand obligation (which obligation the Mortgagor hereby expressly promises to pay) owing by the Mortgagor to the Trustee and/or the Mortgagee and shall bear interest from date of expenditure until paid at the Post-Default Rate.

Section 5.08. Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale the Mortgagor or the Mortgagor's heirs, devisees, representatives, successors or assigns or any other person claiming any interest in the Collateral by, through or under the Mortgagor, are occupying or using the Mortgaged Property or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either the landlord or tenant, or at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Mortgaged Property (such as an action for forcible entry and detainer) in any court having jurisdiction.

Section 5.09. Remedies Cumulative, Concurrent and Nonexclusive. Every right, power, privilege and remedy herein given to the Trustee or the Mortgagee shall be cumulative and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, at law or by statute (including specifically those granted by the Applicable UCC in effect and applicable to the Collateral or any portion thereof). Each and every right, power, privilege and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Trustee or the Mortgagee, and the exercise, or the beginning of the exercise, or the abandonment, of any such right, power, privilege or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power, privilege or remedy. No delay or omission by the Trustee or the Mortgagee or any Other Secured Person in the exercise of any right, power or remedy shall impair any such right, power, privilege or remedy or operate as a waiver thereof or of any other right, power, privilege or remedy then or thereafter existing.

Section 5.10. Discontinuance of Proceedings. If the Trustee or 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 Secured Obligations, this Mortgage, the Indenture, the Collateral and otherwise, and the rights, remedies, recourses and powers of the Trustee and the Mortgagee, as applicable, shall continue as if same had never been invoked.

Section 5.11. No Release of Obligations. Neither the Mortgagor, any Guarantor nor any other person hereafter obligated for payment of all or any part of the Secured Obligations shall be relieved of such obligation by reason of: (a) the failure of the Trustee or Mortgagee to comply with any request of the Mortgagor, or any Guarantor or any other Person so obligated to foreclose the Lien of this Mortgage or to enforce any provision hereunder or under the Indenture; (b) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or interest therein or the addition of any other property to the Mortgaged Property; (c) any agreement or stipulation between any subsequent owner of the Mortgaged Property and the Mortgagee extending, renewing, rearranging or in any other way modifying the terms of this Mortgage without first having obtained the consent of, given notice to or paid any consideration to the Mortgagor, any Guarantor or such other Person, and in such event the Mortgagor, Guarantor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by the Mortgagee; or (d) by any other act or occurrence save and except if the Secured Obligations are paid in full and any other obligations hereunder or under the Indenture are completely fulfilled.

Section 5.12. Release of and Resort to Collateral. The Mortgagee may release, regardless of consideration, any part of the Collateral without, as to the remainder, in any way impairing, affecting, subordinating or releasing the Lien created in or evidenced by this Mortgage or its stature as a first and prior Lien in and to the Collateral, and without in any way releasing or diminishing the liability of any Person liable for the repayment of the Secured Obligations. For payment of the Secured Obligations, the Mortgagee may resort to any other security therefor held by the Mortgagee or the Trustee in such order and manner as the Mortgagee may elect.

Section 5.13. Waiver of Redemption, Notice and Marshalling of Assets, Etc. To the fullest extent permitted by law, the Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to the Mortgagor by virtue of any present or future moratorium law or other law exempting the Collateral from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment; (b) all notices of any Event of Default or of the Mortgagee's or any other secured Person's intention to accelerate maturity of the Secured Obligations or of any election to exercise or any actual exercise of any right, remedy or recourse provided for hereunder or under any Secured Transaction Document or available at law; and (c) any right to a marshalling of assets or a sale in inverse order of alienation. If any law referred to in this Mortgage and now in force, of which the Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall thereafter be deemed not to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof. If the laws of any state which provides for a redemption period do not permit the redemption period to be waived, the redemption period shall be specifically reduced to the minimum amount of time allowable by statute.

Section 5.14. Application of Proceeds. Subject to the terms of the Intercreditor Agreement, the proceeds of any sale of the Mortgaged Property or any part thereof and all other monies received in any proceedings for the enforcement hereof or otherwise, whose application has not elsewhere herein or in the other Secured Transaction Documents been specifically provided for, shall be applied:

(a) First, to the payment of all reasonable expenses incurred by the Trustee or the Mortgagee incident to the enforcement of this Mortgage, the Indenture or any Secured Transaction Document to collect any portion of the Secured Obligations (including, without limiting the generality of the foregoing, expenses of any entry or taking of possession, of any sale, of advertisement thereof, and of conveyances, and court costs, compensation of agents and employees, legal fees and a reasonable commission to the Trustee or the Mortgagee acting, if applicable), and to the payment of all other reasonable charges, expenses, liabilities and advances incurred or made by the Trustee or the Mortgagee under this Mortgage or in executing any trust or power hereunder; and

(b) Second, to the payment of all other Secured Obligations.

Section 5.15. Resignation of Operator. In addition to all rights and remedies under this Mortgage, at law and in equity, if any Event of Default shall occur and the Trustee or the Mortgagee shall exercise any remedies under this Mortgage with respect to any portion of the Mortgaged Property (or the Mortgagor shall transfer any Mortgaged Property "in lieu of" foreclosure) whereupon the Mortgagor is divested of its title to any of the Collateral, the Mortgagee shall have the right to request that any operator of any Mortgaged Property which is either the Mortgagor or any Affiliate of the Mortgagor to resign as operator under the joint operating agreement applicable thereto, and no later than 60 days after receipt by the Mortgagor of any such request, the Mortgagor shall resign (or cause such other Person to resign) as operator of such Collateral.

Section 5.16. Indemnity. THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE, IN CONNECTION WITH ANY ACTION TAKEN, FOR ANY LOSS SUSTAINED BY THE MORTGAGOR RESULTING FROM AN ASSERTION THAT THE MORTGAGEE HAS RECEIVED FUNDS FROM THE PRODUCTION OF HYDROCARBONS CLAIMED BY THIRD PERSONS OR ANY ACT OR OMISSION OF ANY INDEMNIFIED PARTY IN ADMINISTERING, MANAGING, OPERATING OR CONTROLLING THE MORTGAGED PROPERTY **INCLUDING SUCH LOSS WHICH MAY RESULT FROM THE ORDINARY NEGLIGENCE OF AN INDEMNIFIED PARTY** UNLESS SUCH LOSS IS CAUSED BY THE WILLFUL MISCONDUCT, BAD FAITH OR GROSS NEGLIGENCE OF THE INDEMNIFIED PARTY SEEKING INDEMNITY. NO INDEMNIFIED PARTY SHALL BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY OF THE MORTGAGOR. THE MORTGAGOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY EACH INDEMNIFIED PARTY FOR, AND TO HOLD EACH INDEMNIFIED PARTY HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE WHICH MAY OR MIGHT BE INCURRED BY ANY INDEMNIFIED PARTY BY REASON OF THIS MORTGAGE OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER. IF ANY INDEMNIFIED PARTY SHALL MAKE ANY EXPENDITURE ON ACCOUNT OF ANY SUCH LIABILITY, LOSS OR DAMAGE, THE AMOUNT THEREOF, INCLUDING COSTS,

EXPENSES AND REASONABLE ATTORNEYS' FEES, SHALL BE A DEMAND OBLIGATION (WHICH OBLIGATION THE MORTGAGOR HEREBY EXPRESSLY PROMISES TO PAY) OWING BY THE MORTGAGOR TO SUCH INDEMNIFIED PARTY AND SHALL BEAR INTEREST FROM THE DATE EXPENDED UNTIL PAID AT THE POST-DEFAULT RATE. THE MORTGAGOR HEREBY ASSENTS TO, RATIFIES AND CONFIRMS ANY AND ALL ACTIONS OF EACH INDEMNIFIED PARTY WITH RESPECT TO THE MORTGAGED PROPERTY TAKEN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS MORTGAGE. THE LIABILITIES OF THE MORTGAGOR AS SET FORTH IN THIS SECTION 5.16 SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

ARTICLE VI THE TRUSTEE

Section 6.01. Duties, Rights, and Powers of Trustee. The Trustee shall have no duty to see to any recording, filing or registration of this Mortgage or any other instrument in addition or supplemental thereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the Mortgaged Property, or any part thereof, or against the Mortgagor, or to see to the performance or observance by the Mortgagor of any of the covenants and agreements contained herein. The Trustee shall not be responsible for the execution, acknowledgment or validity of this Mortgage or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of the Mortgagee. The Trustee shall have the right to advise with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. The Trustee shall not incur any personal liability hereunder except for the Trustee's own gross negligence, bad faith or willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine.

Section 6.02. Successor Trustee. The Trustee may resign by written notice addressed to the Mortgagee or be removed at any time with or without cause by an instrument in writing duly executed on behalf of the Mortgagee. In case of the death, resignation or removal of the Trustee, a successor may be appointed by the Mortgagee by instrument of substitution complying with any applicable Governmental Requirements, or, in the absence of any such requirement, without formality other than appointment and designation in writing. Written notice of such appointment and designation shall be given by the Mortgagee to the Mortgagor, but the validity of any such appointment shall not be impaired or affected by failure to give such notice or by any defect therein. Such appointment and designation shall be full evidence of the right and authority to make the same and of all the facts therein recited. Upon the making of any such appointment and designation, this Mortgage shall vest in the successor all the estate and title in and to all of the Mortgaged Property in or adjacent to any Deed of Trust State, and the successor shall thereupon succeed to all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee named herein, and one such appointment and designation shall not exhaust the right to appoint and designate an additional successor but such right may be exercised repeatedly until the Secured Obligations are paid in full. To facilitate the administration of the duties hereunder, the Mortgagee may appoint multiple trustees to serve in such capacity or in such jurisdictions as the Mortgagee may designate.

Section 6.03. Retention of Moneys. All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law) and the Trustee shall be under no liability for interest on any moneys received by him hereunder.

ARTICLE VII MISCELLANEOUS

Section 7.01. Instrument Construed as Mortgage, Etc. With respect to any portions of the Mortgaged Property located in or adjacent to any State or other jurisdiction the laws of which do not provide for the use or enforcement of a deed of trust or the office, rights and authority of the Trustee as herein provided, the general language of conveyance hereof to the Trustee is intended and the same shall be construed as words of mortgage unto and in favor of the Mortgagee and the rights and authority granted to the Trustee herein may be enforced and asserted by the Mortgagee in accordance with the laws of the jurisdiction in which such portion of the Mortgaged Property is located and the same may be foreclosed at the option of the Mortgagee as to any or all such portions of the Mortgaged Property in any manner permitted by the laws of the jurisdiction in which such portions of the Mortgaged Property is situated.

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

Section 7.02. Releases.

(a) Full Release. If all Secured Obligations shall be paid in full, the Mortgagee shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of the Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be appropriate. Otherwise, this Mortgage shall remain and continue in full force and effect.

(b) Partial Release. If any of the Mortgaged Property shall be sold, transferred or otherwise disposed of by the Mortgagor in a transaction permitted by the Indenture, then the Mortgagee, at the request and sole expense of the Mortgagor, shall promptly execute and deliver to the Mortgagor all releases, re-conveyances or other documents reasonably necessary or desirable for the release of the Liens created hereby on the Mortgaged Property.

(c) Possession of Notes. The Mortgagor acknowledges and agrees that possession of any Note (or any replacements of any said Note or other instrument evidencing any part of the Secured Obligations) at any time by the Mortgagor or any Guarantor shall not in any manner extinguish the Secured Obligations or this Mortgage, and the Mortgagor shall have the right to issue and reissue any of the Notes from time to time as its interest or as convenience may require, without in any manner extinguishing or affecting the Secured Obligations or the Lien of this Mortgage.

Section 7.03. Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of the Trustee, the Mortgagee and the Other Secured Persons in order to effectuate the provisions hereof. The invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

Section 7.04. Successors and Assigns. The terms used to designate any party or group of persons shall be deemed to include the respective heirs, legal representatives, successors and assigns of such Persons.

Section 7.05. Satisfaction of Prior Encumbrance. To the extent that proceeds of the Indenture are used to pay indebtedness by any outstanding Lien against the Mortgaged Property then the parties agree that: (a) such proceeds have been advanced at the Mortgagor's request, and (b) the Mortgagee and the Other Secured Persons shall be subrogated to any and all rights and Liens owned by any owner or holder of such outstanding Liens, irrespective of whether said Liens are or have been released. It is expressly understood that, in consideration of the payment of such other indebtedness and to the extent permitted by applicable law, the Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness. This Mortgage is made with full substitution and subrogation of the Trustee and the Mortgagee and his successors in this trust and his and their assigns in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Property or any part thereof.

Section 7.06. Application of Payments to Certain Obligations. If any part of the Secured Obligations cannot be lawfully secured by this Mortgage or if any part of the Mortgaged Property cannot be lawfully subject to the Lien hereof to the full extent of the Secured Obligations, then all payments made shall be applied on said Secured Obligations first in discharge of that portion thereof which is not secured by this Mortgage.

Section 7.07. Nature of Covenants. The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

Section 7.08. Notices. All notices, requests, consents, demands and other communications required or permitted hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by registered or certified United States mail, postage prepaid, or by personal service (including express or courier service) at the addresses specified in Section 7.12 (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery at the address and in the manner provided herein, upon receipt; provided that, service of notice as required by the laws of any state in which portions of the Mortgaged Property may be situated shall for all purposes be deemed appropriate and sufficient with the giving of such notice.

Section 7.09. Counterparts. This Mortgage is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Mortgaged Property is situated in

or on the OCS adjacent to more than one county or parish, descriptions of only those portions of the Mortgaged Property located in or on the OCS adjacent to the county or parish in which a particular counterpart is recorded shall be attached as Exhibit A to such counterpart. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument. Complete copies of this Mortgage containing the entire Exhibit A have been retained by the Mortgagee.

Section 7.10. Governing Law. Insofar as permitted by otherwise applicable law, this Mortgage shall be construed under and governed by the laws of the State of New York; provided, however, that, with respect to any portion of the Mortgaged Property located outside of the State of New York, the laws of the place in which such property is located in, or offshore area adjacent to (and State law made applicable as a matter of Federal law), shall apply to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of Liens and enforcement of rights and remedies against the Mortgaged Property.

Section 7.11. Financing Statement; Fixture Filing. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all Fixtures included within the Mortgaged Property and is to be filed or filed for record in the real estate records, mortgage records or other appropriate records of each jurisdiction where any part of the Mortgaged Property (including said fixtures) are situated. 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 Applicable UCC and is to be filed for record in the real estate records, UCC records or other appropriate records of each jurisdiction where any part of the Mortgaged Property is situated.

Section 7.12. Execution of Financing Statements. Pursuant to the Applicable UCC, the Mortgagor authorizes (but does not obligate) the Mortgagee, its counsel or its representative, at any time and from time to time, to file or record financing statements, continuation statements, amendments thereto and other filing or recording documents or instruments with respect to the Mortgaged Property without the signature of the Mortgagee in such form and in such offices as the Mortgagee reasonably determines appropriate to perfect the security interests of the Mortgagee under this Mortgage. Contemporaneously with such filing, Mortgagee shall provide Mortgagor with a copy of any such instrument. The Mortgagor also authorizes (but does not obligate) the Mortgagee, its counsel or its representative, at any time and from time to time, to file or record such financing statements that describe the collateral covered thereby as “all assets of the Mortgagee”, “all personal property of the Mortgagee” or words of similar effect. The Mortgagor shall pay all costs associated with the filing of such instruments.

In that regard, the following information is provided:

Name of Debtor:	EnVen Energy Ventures, LLC
Address of Debtor	609 Main Street, Suite 3200, Houston, Texas 77002
State of Formation/Location	Louisiana
File Number	Louisiana Charter No. 36670510K
Facsimile:	713.335.7503
Telephone:	713.335.7003

Principal Place of
Business of Debtor: 609 Main Street, Suite 3200, Houston, Texas 77002

Name of Secured Party: Wilmington Trust, National Association
as Collateral Agent

Address of Secured Party: 50 South Sixth Street, Suite 1290

Minneapolis, MN 55402

Facsimile: 612.217.5651

Owner of Record of
Real Property: EnVen Energy Ventures, LLC

Section 7.13. Exculpation Provisions. EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS MORTGAGE; AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS MORTGAGE; THAT IT HAS IN FACT READ THIS MORTGAGE AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS MORTGAGE; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS MORTGAGE; AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS MORTGAGE; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS MORTGAGE RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS MORTGAGE ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

Section 7.14. References. The words "herein," "hereof," "hereunder" and other words of similar import when used in this Mortgage refer to this Mortgage as a whole, and not to any particular article, section or subsection. Any reference herein to a Section shall be deemed to refer to the applicable Section of this Mortgage unless otherwise stated herein. Any reference herein to an exhibit or schedule shall be deemed to refer to the applicable exhibit or schedule attached hereto unless otherwise stated herein.

Section 7.15. Shell Offshore Inc. Overriding Royalty Interest.

Mortgagee hereby specifically acknowledges that Mortgagor's net revenue interest mortgaged and/or encumbered hereby for the GL008 Well, API 60-811-40618-00 located on Lease OCS-G 15565, Green Canyon Block 248, is subject to and specifically reduced by an overriding royalty interest created by that certain Conveyance of Overriding Royalty Interest from Mortgagor in favor of Shell Offshore Inc., effective November 1, 2016 (hereafter "Conveyance"), which is applicable to all production from the G2 Sand (15,297' – 15,526' MD (14,273' – 14,467' True Vertical Depth Subsea)) and the H Sand (16,108' – 16,278' MD (14,919' - 15,040' True Vertical

Depth Subsea)) through the GL008 Well. This overriding royalty interest in favor of Shell Offshore, Inc. (hereafter "ORRI") equates to thirty percent (30%) of eight/eighths (8/8ths) of all such production, which then increases to forty-two percent (42%) of eight/eighths (8/8ths) upon the earlier of (i) September 30, 2017 or (ii) the occurrence of the Production Milestone (being the date when a cumulative 8,331,000 barrels of oil have been produced for from the G2 Sand and the H Sand), all as further and more specifically set forth in the Conveyance. Accordingly, for the avoidance of doubt, Mortgagee hereby expressly (x) acknowledges that the Mortgagee's Lien does not burden or encumber the Conveyance or the ORRI and (y) agrees that this acknowledgment is in favor of and may be enforced by Shell Offshore Inc. and its successors and assigns; provided, that should the aforesaid interest revert to the Mortgagor, this Section 7.15 shall be null and void and of no effect.

Section 7.16. Shell Offshore Inc. Operating Rights.

Mortgagee hereby specifically acknowledges that Mortgagor's interests mortgaged and/or encumbered hereby are subject to that certain Assignment of Operating Rights by and between Mortgagor and Shell Offshore Inc. dated effective January 1, 2016 which assigns and conveys unto Shell Offshore Inc. one hundred percent (100%) of all operating rights to:

- (a) In respect of **Oil and Gas Lease No. OCS-G 07995**, dated effective July 1, 1985, by and between the United States of America, as Lessor, and Shell Offshore Inc., as Lessee, covering all of Block 158, Green Canyon, OCS Official Protraction Diagram, NG 15-03, the NW/4NW/4NW/4, S/2NW/4NW/4, SW/4NW/4, W/2SE/4NW/4, SE/4SE/4NW/4 and S/2 from 18,000 feet True Vertical Depth Subsea through 50,000 feet True Vertical Depth Subsea; the NE/4NW/4NW/4, NW/4NE/4NW/4, S/2NE/4NW/4, NE/4SE/4NW/4, and W/2SW/4NE/4 from 22,000 feet True Vertical Depth Subsea through 50,000 feet True Vertical Depth Subsea; the NE/4NE/4NW/4, NW/4NE/4, SW/4NE/4NE/4, E/2SW/4NE/4 and W/2SE/4NE/4 from 24,000 feet True Vertical Depth Subsea through 50,000 feet True Vertical Depth Subsea; and the NW/4NE/4NE/4 and E/2E/2NE/4 from 30,000 feet True Vertical Depth Subsea through 50,000 feet True Vertical Depth Subsea; and
- (b) In respect of **Oil and Gas Lease No. OCS-G 07998**, dated effective July 1, 1985, by and between the United States of America, as Lessor, and Shell Offshore Inc., as Lessee, covering all of Block 202, Green Canyon, OCS Official Protraction Diagram, NG 15-03 from 18,000 feet True Vertical Depth Subsea through 50,000 feet True Vertical Depth Subsea; and
- (c) In respect of **Oil and Gas Lease No. OCS-G 33221**, dated effective July 1, 2009, by and between the United States of America, as Lessor, and Shell Gulf of Mexico Inc., as Lessee, covering all of Block 114, Green Canyon, OCS Official Protraction Diagram, NG 15-03 the N/2 N/2S/2, N/2S/2S/2 from 24,000 feet True Vertical Depth Subsea through 50,000 feet True Vertical Depth Subsea; the S/2SW/4SW/4 from 25,000 feet True Vertical Depth Subsea through 50,000 feet True Vertical Depth Subsea; the S/2SE/4SW/4 from 27,000 feet True Vertical Depth Subsea through 50,000 feet True Vertical Depth Subsea; and the S/2S/2SE/4 from 30,000 feet True Vertical Depth Subsea through 50,000 feet True Vertical Depth Subsea.

SOI Operating Rights means, collectively, the operating rights described in subparts (a), (b) and (c), immediately above. Accordingly, for the avoidance of doubt, Mortgagee hereby expressly (x) acknowledges that the Mortgagee's Lien does not burden or encumber the SOI Operating Rights, and (y) agrees that this acknowledgment is in favor of and may be enforced by Shell Offshore Inc. and its successors and assigns.

Notwithstanding the foregoing, should the SOI Operating Rights revert to the Mortgagor, this Section 7.16 shall be null and void and of no effect and the SOI Operating Rights, as then owned by the Mortgagor, would be covered hereby.

Section 7.17. Conflict. In the event of any conflict or inconsistency whatsoever between the terms of this Mortgage and the terms of the Collateral Agreement with respect to the Collateral covered both therein and herein, including, but not limited to, with respect to whether any such Collateral is to be subject to a security interest or the use, maintenance or transfer of any such Collateral, or the exercise or applicability of any remedies in respect thereof, the Collateral Agreement shall control, govern, and prevail, to the extent of any such conflict or inconsistency.

Section 7.18. The Mortgagee. In connection with this Mortgage, the Mortgagee shall be entitled to all of the rights, protections, immunities and indemnities granted to the Collateral Agent under the Indenture, all of which are hereby incorporated herein by reference, *mutatis mutandis*.

ARTICLE VIII STATE SPECIFIC PROVISIONS

The rights and remedies provided in this Article are granted to the extent permitted by applicable law.

Section 8.01. State Specific Provisions Generally. The state specific provisions detailed in this Article VIII apply to (1) Mortgaged Property located in that state or commonwealth and (2) UCC Collateral subject to the applicable law of that state or commonwealth.

Section 8.02. Special Louisiana Provisions.

(a) Maximum Amount. Notwithstanding any provision hereof to the contrary, the maximum principal amount of the indebtedness that may be outstanding at any time and from time to time that this Mortgage secures is fixed at six-hundred five million and 00/100 United States Dollars (US \$605,000,000.00).

(b) Multiple Indebtedness Mortgage. This Mortgage secures the prompt payment and performance of the Secured Obligations whether presently existing, now arising or incurred hereafter by the Mortgagor or the Guarantors, and Mortgagor acknowledges and agrees that this Mortgage may secure Secured Obligations that have been or will be borrowed, repaid and re-borrowed from time to time, one or more times, and that this Mortgage will be effective as to all future advances as of the date of execution and recordation hereof, it being intended that this Mortgage be a mortgage to secure present and future obligations to the fullest extent permitted by La. Civ. Code art. 3298. Mortgagor specifically contemplates that the Secured Transaction Documents may be renewed,

supplemented, amended and restated, and substituted for, from time to time, and any such renewed, supplemented, amended and restated, or substituted obligations shall remain Secured Obligations secured by this Mortgage.

(c) Executory Process. Cumulative of the provisions provided in Section 5.02 of this Mortgage (or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the Liens created hereby), the Mortgagee may foreclose this Mortgage by executory process subject to, and on the terms and conditions required or permitted by, applicable law, and shall have the right to appoint a keeper of such Mortgaged Properties.

(d) Keeper. The Mortgagee shall have the right to appoint a keeper of the Mortgaged Property pursuant to the terms and provisions of La. R.S. 9:5131 et seq. and 9:5136 et seq.

(e) Confession of Judgment. For purposes of executory process the Mortgagor acknowledges the Secured Obligations, 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 the Mortgagee hereunder, it shall be lawful for and the Mortgagor hereby authorizes the Mortgagee without making a demand or putting the Mortgagor in default, a putting in default being expressly waived, to cause all and singular the Mortgaged Property to be seized and sold after due process of law, the Mortgagor waiving the benefit of any and all laws or parts of laws relative to appraisal of Mortgaged Property seized and sold under executory process or other legal process (including under writ of fieri facias issued in execution of an ordinary judgment obtained upon the Secured Obligations), and consenting that the Mortgaged Property be sold without appraisal, either in its entirety or in lots or parcels, as the Mortgagee may determine, to the highest bidder for cash or on such other terms as the plaintiff in such proceedings may direct. The 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.

(f) Waivers. Mortgagor hereby waives all and every appraisal of the Mortgaged Property and waives and renounces the benefit of appraisal and the benefit of all laws relative to the appraisal of the Mortgaged Property seized and sold under executory or other legal process. Accordingly, Mortgagor agrees to waive, and do hereby specifically waives:

(i) The benefit of appraisal provided for in articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure and all other laws conferring the same;

(ii) The three (3) days delay provided for in articles 2331 and 2722 of the Louisiana Code of Civil Procedure;

(iii) The notice of seizure provided by articles 2293 and 2721 of the Louisiana Code of Civil Procedure;

(iv) The benefit of the other provisions in articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and

(v) All pleas of division and discussion with respect to the Secured Obligations.

In the event Mortgagee elects, at its option, to enter suit via ordinaria on the Secured Obligations, in addition to the foregoing confession of judgment, Mortgagor hereby waives citation, other legal process and legal delays and hereby consents that judgment for the unpaid principal due on the Secured Obligations, together with interest, attorneys' fees, costs and other charges that may be due on the Secured Obligations, be rendered and signed immediately.

(g) Deficiency Judgment. In the event the proceeds of a foreclosure sale of the Mortgaged Property are insufficient to pay the full amount of the Secured Obligations, including all costs and expenses of foreclosure, Mortgagee shall be entitled to a deficiency judgment against Mortgagor and any other person(s) indebted to Mortgagee and/or the Other Secured Persons and/or their Affiliates with respect to the Secured Obligations.

(h) Mortgage under Louisiana Mineral Code. This Mortgage constitutes a mortgage of mineral rights pursuant to La. R.S. 31:203.

(i) Insurance Proceeds for Mortgaged Property. With respect to the proceeds attributable to the insurance loss of all or any part of the Mortgaged Property, this Mortgage is a collateral assignment thereof pursuant to La. R.S. § 9:5386 *et seq.*, whether such proceeds or any of them now exist or arise in the future. The collateral assignment herein made of the aforesaid proceeds will not be construed as imposing upon Mortgagee any obligations with respect thereto unless and until Mortgagee becomes the absolute owner thereof and Mortgagor has been wholly dispossessed thereof.

(j) Notary Public. The parties relieve and release the undersigned notary public of any duty to produce and attach mortgage or conveyance certificates.

(k) No Paraph. The Mortgagor acknowledges that no promissory note or other instrument has been presented to the undersigned Notary Public(s) to be paraphed for identification herewith.

(l) Acceptance. The acceptance of this Mortgage by Mortgagee and the consent by Mortgagee to the terms and conditions of this Mortgage is presumed and, under the provisions of Louisiana Civil Code art. 3289, Mortgagee has not been required to sign this Mortgage.

THIS INSTRUMENT PREPARED BY:
Oscar Hwang
SIMPSON THACHER & BARTLETT LLP
600 Travis Street, Suite 5400
Houston, Texas 77002

[SIGNATURES BEGIN NEXT PAGE]

THUS DONE AND PASSED on this 5th day of April, 2021 to be effective as of the date noted above, before the undersigned Notary Public and competent witnesses.

ENVEN ENERGY VENTURES, LLC

By: [Signature]
Name: John P. Wilkison
Title: Chief Financial Officer

WITNESSES:

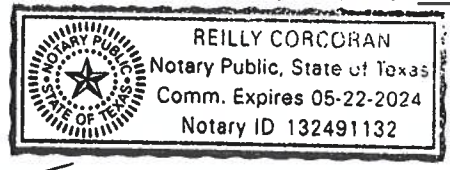
By: [Signature]
Name: Larry Willis, Jr.

By: [Signature]
Name: JEFFREY A STARTEC

[Signature]
Notary Public

Notarial No. _____ [for Louisiana notaries only]

SEAL:



STATE OF Texas §

COUNTY OF Harris §

This instrument was acknowledged before me on April 5th, 2021 by John P. Wilkison, Chief Financial Officer of EnVen Energy Ventures, LLC, a Louisiana limited liability company, on behalf of such limited liability company.

[Signature]
Notary Public

SEAL:

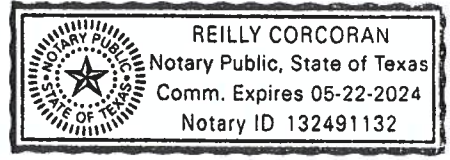


EXHIBIT A

to

SECOND LIEN MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT

Introduction

The capitalized terms used but not defined in this Exhibit A are used as defined in the Mortgage. For purposes of this Exhibit A the capitalized terms not defined in the Mortgage are as follows:

1. "Working Interest" or "Gross Working Interest" and "W.I." or "G.W.I." means an interest owned in an oil, gas and mineral lease that determines the cost bearing percentage of the owner of such interest.
2. "Net Revenue Interest" or "N.R.I." means an interest (expressed as a percentage or decimal fraction), determined net of all royalties, overriding royalties, production payments or other burdens payable out of production, in and to all Hydrocarbons produced and saved from or attributable to a Well. In the case of any Well listed in Exhibit A, the Net Revenue Interest specified for such Well shall mean the sum of the percentage or decimal fraction set forth after the words "Net Revenue Interest" in the portion applicable to such Well plus, in the case of any Well with respect to which a royalty interest and/or overriding royalty is stated in this Exhibit A and applicable to such Well, the percentage or decimal fraction set forth after the words "Royalty Interest" or "Overriding Royalty Interest" in each such portion of Exhibit A.
3. "Before Payout" or "BPO" means the Working Interest and/or Net Revenue Interest of a party before the point in time when the Well has recovered from production all costs as specified in underlying farmout, assignments or other documents in the chain of title, usually including costs of drilling, completing and equipping a well or wells plus costs of operating the well or wells during the recoupment period.
4. "After Payout" or "APO" means the Working Interest and/or Net Revenue Interest of a party after the point in time when the Well has recovered from production all costs as specified in the underlying farmout, assignments or other documents in the chain of title, usually including costs of drilling, completing and equipping a well or wells plus costs of operating the well or wells during the recoupment period.
5. "Well" means (i) any existing well identified in Exhibit A, including replacement well drilled in lieu thereof from which gas is now or hereafter produced and (ii) any well at any time producing or capable of producing gas attributable to the Hydrocarbons as defined above, including any well which has been shut-in, has temporarily ceased production or on which workover, reworking, plugging and abandonment or other operations are being conducted or planned.

All references contained in this Exhibit A to the Oil and Gas Properties are intended to include references to (i) the volume or book and page, file, entry or instrument number of the appropriate records of the particular county in the State where each such lease or other instrument is recorded and (ii) all valid and existing amendments to such lease or other instrument of record in such county records regardless of whether such amendments are expressly described herein. A special reference is here made to each such lease or other instrument and the record thereof for a more particular description of the property and interests sought to be affected by the Mortgage and for all other purposes.

For recording purposes, in regards to each county or parish portion to this Exhibit A, this Introduction may be attached to an original executed copy of the Second Lien Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement to be separately filed of record in each county or parish.

Exhibit A
 SECOND LIEN MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING
 AND FINANCING STATEMENT
 Real Property Texas Properties

Area	Block	OCS-G Lease No.	Recordation Jurisdiction	Lease Date	Lessor	Original Lessee	Recordation
Mustang Island	A-85	3061	Nueces, TX Matagorda, TX	4/1/1975	USA	Continental Oil Co. Transcontinental Prod. Co. American Natural Gas Prod. Co. Devon OXY USA	Nueces – File No. 20122018993 (May 21, 2012) Matagorda – File No. 2012-122807 (May 23, 2012)

Exhibit A
 SECOND LIEN MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING
 AND FINANCING STATEMENT
 Real Property Texas Properties

Lease No.	API Number	Well Name	03-2021 Status	EnVen GWI	EnVen NRI
G03061	42-712-40015-00	MU A85 A001 BP01	PROD	100.000000%	83.330000%
G03061	42-712-40018-00	MU A85 A002 BP01	PROD	100.000000%	83.330000%
G03061	42-712-40029-00	MU A85 A003	TA	100.000000%	83.330000%
G03061	42-712-40031-00	MU A85 A004	TA	100.000000%	83.330000%
G03061	42-712-40035-00	MU A85 A006 BP2	TA	100.000000%	83.330000%
G03061	42-712-40041-00	MU A85 A008	TA	100.000000%	83.330000%
G03061	42-712-40047-00	MU A85 A009	PROD	100.000000%	83.330000%
G03061	42-712-40048-00	MU A85 A010	PROD	100.000000%	83.330000%
G03061	42-712-40112-00	MU A85 A012	PROD	100.000000%	83.330000%
G03061	42-712-40123-00	MU A85 A013	PROD	100.000000%	83.330000%
G03061	42-712-40125-02	MU A85 A014 BP02	PROD	100.000000%	83.330000%

Exhibit A
**SECOND LIEN MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING
 AND FINANCING STATEMENT**
 Real Property Louisiana
 Properties

Area	Block	OCS-G Lease No.	Recordation Jurisdiction	Lease Date	Lessor	Original Lessee	Recordation
Eugene Island	53	479	St. Mary, LA	12/1/1954	USA	Union Producing Co.	St. Mary - File No. 313265 COB 253 Page 502 (May 17, 2012)
Ewing Bank	873	12136	Lafourche, LA	5/1/1990	USA	Texaco Inc.	
Ewing Bank	874	13075	Lafourche, LA	5/1/1991	USA	Marathon Oil Company; and Texaco Exploration and Production Inc.	
Ewing Bank	917	12139	Lafourche, LA	5/1/1990	USA	BP Exploration Inc.	Lafourche - File No. 731260 COB 1129 Page 460
Ewing Bank	958	6921	Lafourche, LA Terrebonne, LA	7/1/1984	USA	Sohio Petroleum Co. Kerr-McGee Corp.	Terrebonne - File No. 890096 COB 1300 Page 698 (Nov. 15, 1991)
Ewing Bank	963	13084	Lafourche, LA	7/1/1991	USA	Shell Offshore Inc.	Lafourche - File No. 731269 COB 1129 Page 506 (Nov. 15, 1991)
Ewing Bank	1003	13091	Lafourche, LA Terrebonne, LA	5/1/1991	USA	Tatham Offshore, Inc.	Terrebonne - File No. 890105 COB 1300 Page 704 (Nov. 15, 1991)
Green Canyon	21	35385	Terrebonne, LA	7/1/2014	USA	EnVen Energy Ventures, L.L.C.	Terrebonne - File No. 1552027 COB 2526 Page 625
Green Canyon	158	07995	Lafourche, LA Terrebonne, LA	7/1/1985	USA	Shell Offshore Inc.	Terrebonne: File No. 1523740 COB 2485 Page 669 Lafourche: File No. 1253861 COB 2093 Page 546
Green Canyon	202	07998	Lafourche, LA Terrebonne, LA	7/1/1985	USA	Shell Offshore Inc.	Terrebonne: File No. 1523741 COB 2485 Page 688 Lafourche: File No. 1253862 COB 2093 Page 565
Green Canyon	248	15565	Lafourche, LA Terrebonne, LA	9/1/1995	USA	Shell Offshore Inc.	Terrebonne: File No. 1523742 COB 2485 Page 202 Lafourche: File No. 1253863 COB 2093 Page 584
Main Pass	280	16515	Plaquemines, LA	9/1/1996	USA	CNG Producing Company	Plaquemines - File No. 2003-00004354 COB 1124 Page 728
Main Pass (Operating Rights Only)	281	10910	Plaquemines, LA	7/1/1989	USA	Union Pacific Resources Company	Plaquemines - File No. 1996-00000054 COB 884 Page 392

Exhibit A
**SECOND LIEN MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING
 AND FINANCING STATEMENT**
 Real Property Louisiana
 Properties

Area	Block	OCS-G Lease No.	Recordation Jurisdiction	Lease Date	Lessor	Original Lessee	Recordation
Mississippi Canyon	151	2643	Plaquemines, LA	5/1/1974	USA	Shell Oil Company Continental Oil Company Sonat Expl. Co. The Offshore Co. Florida Gas Expl. Co. Barber Oil Expl., Inc. Drillamex, Inc	Plaquemines - File No. 2012-00001973 COB 1269 Page 214
Mississippi Canyon	194	2638	Plaquemines, LA	5/1/1974	USA	Shell Oil Company Continental Oil Company Sonat Expl. Co. The Offshore Co. Florida Gas Expl. Co. Barber Oil Expl., Inc. Drillamex, Inc	Plaquemines - File No. 1978-00000102 COB 479 Page 493 (December 7, 1978)
Mississippi Canyon	195	2639	Plaquemines, LA	5/1/1974	USA	Shell Oil Company Continental Oil Company Sonat Expl. Co. The Offshore Co. Florida Gas Expl. Co. Barber Oil Expl., Inc. Drillamex, Inc	Plaquemines - File No. 1978-00000100 COB 479 Page 485 (December 7, 1978)
Ship Shoal (Operating Rights ONLY)	151	15282	Terrebonne, LA	7/1/1995	USA	Amoco Production Co.	Terrebonne - File No. 1151098 COB 1823 Page 651 (June 23, 2003)
Ship Shoal	227	12951	Terrebonne, LA	5/1/1991	USA	Texaco Expl. & Prod. Inc. Unocal Expl. Corp.	Terrebonne - File No. 1399272 COB 2285 Page 558 (May 17, 2012)
South Marsh Island	50	27083	Vermilion, LA Iberia, LA St. Mary, LA	6/1/2005	USA	Tarpon Offshore, L.P. MCX Gulf of Mexico, LLC	Vermilion - File No. 2014007037 (July 28, 2014) Iberia - File No. 2014-00007334 COB 1563 Page 233 (July 28, 2014) St. Mary - File No. 319767 COB 300 Page 324 (July 28, 2014)
South Marsh Island	166	33088	Vermilion, LA	6/1/2009	USA	EnVen Energy Ventures, LLC	Vermilion - File No. 2012004668 (May 17, 2012)

Exhibit A
**SECOND LIEN MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING
AND FINANCING STATEMENT**
Real Property Louisiana
Properties

Area	Block	OCS-G Lease No.	Recordation Jurisdiction	Lease Date	Lessor	Original Lessee	Recordation
South Timbalier (Operating Rights ONLY)	189	1572	Lafourche, LA Terrebonne, LA	6/1/1967	USA	Chevron Oil Co.	Lafourche - File No. 933358 COB 1526 Page 176 (March 23, 2003) Terrebonne - File No. 1400553 COB 2288 Page 30 (June 1, 2012)
South Timbalier (ORRI only)	291	16455	Lafourche, LA Terrebonne, LA	9/1/1996	USA	Coastal Oil & Gas Corp. Noreen Explorer, Inc. Cairn Energy USA, Inc.	Lafourche - File No. 1133735 COB 1887 Page 621 (May 17, 2012) Terrebonne - File No. 1399270 COB 2285 Page 476 (May 17, 2012)
Vermilion	271	4800	Vermilion, LA	9/1/1981	USA	Mobil Oil Expl. & Prod. Texas Eastern Expl. Co. Santa Fe Energy Co.	Vermilion File No. 2012004669 (May 17, 2012)
Vermilion	356	17921	Vermilion, LA	8/1/1997	USA	OEDC E&P, Inc.	Vermilion File No. 2029131 (July 31, 2002)
Viosca Knoll	742	13988	Plaquemines, LA	7/1/1993	USA	Kerr-McGee Corporation	
Viosca Knoll	786	12119	Plaquemines, LA	5/1/1990	USA	Texaco Inc. Marathon Oil Company	
Viosca Knoll	822	16549	Plaquemines, LA	7/1/1996	USA	Pogo Prod. Co. Coastal Oil & Gas Corp. Nippon Oil Expl. USA Ltd.	Plaquemines - File No. 1996-00000059 COB 887 Page 614 (July 29, 1996)
Viosca Knoll	823	10942	Plaquemines, LA	7/1/1989	USA	BP Exploration, Inc.	Plaquemines - File No. 2004-00007774 COB 1084 Page 810 (December 22, 2004)
Viosca Knoll	830	10944	Plaquemines, LA	5/1/1989	USA	Amerada Hess Corporation	
West Cameron	77	9387	Cameron, LA	6/1/1988	USA	BHP Petroleum (Americas) Inc. EP Operating Company Brooklyn Union Exploration Company	Cameron - COB, Entry No. 325966 (May 16, 2012)
West Cameron	266	32113	Cameron, LA	7/1/2008	USA	Samson Offshore Company	Cameron - COB, Entry No. 333427 (July 28, 2014)

Exhibit A
 SECOND LIEN MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING
 AND FINANCING STATEMENT
 Real Property Louisiana
 Properties

Lease No.	API Number	Well Name	03-2021 Status	En Ven GWI	En Ven NRI
479	177-094-0862-00	EI 53 008	TA	22.222222%	18.51852%
479	177-094-0940-00	EI 53 009	PROD	22.222222%	18.51852%
479	177-094-0859-00	EI 53 B001	TA	22.222222%	18.51852%
479	177-094-1226-00	EI 53 C002	PROD	22.222222%	18.51852%
479	177-094-1442-01	EI 53 G001	TA	22.222222%	18.51852%
G06921	608-105-0042-00	EW 958 A001	COM	100.000000%	86.42217%
G06921	608-105-0090-03	EW 958 A003	COM	100.000000%	86.82217%
G13091	608-104-0114-00	EW 1003 003	TA	100.000000%	87.500000%
G13091	608-105-0043-01	EW 1003 A002	PROD	100.000000%	86.42217%
G13091	608-104-0108-02	EW 1003 A004	PROD	100.000000%	86.42217%
G02642	608-174-0094-01	MC 150 A017	TA	62.010000%	51.675000%
G02642	608-174-0111-00	MC 150 A020	PROD	62.010000%	51.675000%
G02643	608-174-0097-03	MC 151 A023	PROD	62.010000%	51.675000%
G02642	608-174-0083-00	MC 150 A025	TA	62.010000%	51.675000%
G02642	608-174-0133-70	MC 150 A030	TA	62.010000%	51.675000%
G02638	608-174-0112-03	MC 194 A031	PROD	62.010000%	51.675000%
G02642	608-174-0129-01	MC 150 A032	TA	62.010000%	51.675000%
G02642	608-174-0130-02	MC 150 A041	TA	62.010000%	51.675000%
G02642	608-174-0132-00	MC 150 A043	TA	62.010000%	51.675000%
G02642	608-174-0135-00	MC 150 A045	TA	62.010000%	51.675000%
G02642	608-174-0146-00	MC 150 A046	TA	62.010000%	51.675000%
G02642	608-174-0143-00	MC 150 A053	TA	62.010000%	51.675000%
G02642	608-174-0158-70	MC 150 A054	TA	62.010000%	51.675000%
G02642	608-174-0161-00	MC 150 A058	TA	62.010000%	51.675000%
G02642	608-174-0154-01	MC 150 A061	TA	62.010000%	51.675000%
G02642	608-174-4058-03	MC 150 A001	TA	62.010000%	51.675000%
G02643	608-174-0067-01	MC 151 A005	TA	62.010000%	51.675000%
G02643	608-174-0061-03	MC 151 A007	PROD	62.010000%	51.675000%
G02643	608-174-0063-01	MC 151 A011	TA	62.010000%	51.675000%
G02643	608-174-0093-01	MC 151 A015	TA	62.010000%	51.675000%

Exhibit A
 SECOND LIEN MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING
 AND FINANCING STATEMENT
 Real Property Louisiana
 Properties

Lease No.	API Number	Well Name	03-2021 Status	En Ven GWI	En Ven NRI
G02643	608-174-0107-00	MC 151 A019	TA	62.01000%	51.67500%
G02643	608-174-0099-01	MC 151 A021	PROD	62.01000%	51.67500%
G02643	608-174-0124-02	MC 151 A027	TA	62.01000%	51.67500%
G02643	608-174-0110-01	MC 151 A029	TA	62.01000%	51.67500%
G02643	608-174-0101-03	MC 151 A033	TA	62.01000%	51.67500%
G02643	608-174-0128-01	MC 151 A039	TA	62.01000%	51.67500%
G02643	608-174-0115-71	MC 151 A047	TA	62.01000%	51.67500%
G02643	608-174-0137-00	MC 151 A049	TA	62.01000%	51.67500%
G02643	608-174-0141-01	MC 151 A051	TA	62.01000%	51.67500%
G02643	608-174-0145-01	MC 151 A055	TA	62.01000%	51.67500%
G02643	608-174-0147-00	MC 151 A057	TA	62.01000%	51.67500%
G02643	608-174-0151-02	MC 151 A059	TA	62.01000%	51.67500%
G02638	608-174-0068-01	MC 194 A002	TA	62.01000%	51.67500%
G02638	608-174-0079-02	MC 194 A003	TA	62.01000%	51.67500%
G02638	608-174-0096-02	MC 194 A004	TA	62.01000%	51.67500%
G02638	608-174-0074-02	MC 194 A006	TA	62.01000%	51.67500%
G02638	608-174-0103-06	MC 194 A010	TA	62.01000%	51.67500%
G02638	608-174-0098-01	MC 194 A012	PROD	62.01000%	51.67500%
G02638	608-174-0104-02	MC 194 A016	TA	62.01000%	51.67500%
G02638	608-174-0125-01	MC 194 A026	TA	62.01000%	51.67500%
G02638	608-174-0118-00	MC 194 A028	TA	62.01000%	51.67500%
G02638	608-174-0119-03	MC 194 A034	TA	62.01000%	51.67500%
G02638	608-174-0131-00	MC 194 A036	TA	62.01000%	51.67500%
G02638	608-174-0120-02	MC 194 A038	PROD	62.01000%	51.67500%
G02638	608-174-0138-01	MC 194 A040	TA	62.01000%	51.67500%
G02638	608-174-0140-02	MC 194 A042	TA	62.01000%	51.67500%
G02638	608-174-0159-02	MC 194 A056	TA	62.01000%	51.67500%
G02638	608-174-0165-01	MC 194 A060	TA	62.01000%	51.67500%
G02638	608-174-0155-03	MC 194 A065	TA	62.01000%	51.67500%
G02639	608-174-0077-03	MC 195 A008	TA	62.01000%	51.67500%

Exhibit A
**SECOND LIEN MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING
 AND FINANCING STATEMENT**
 Real Property Louisiana
 Properties

Lease No.	API Number	Well Name	03-2021 Status	En Ven GWI	En Ven NRI
G02639	608-174-0064-02	MC 195 A009	TA	62.01000%	51.67500%
G02639	608-174-0072-03	MC 195 A013	TA	62.01000%	51.67500%
G02639	608-174-0105-01	MC 195 A018	TA	62.01000%	51.67500%
G02639	608-174-0114-03	MC 195 A024	TA	62.01000%	51.67500%
G02639	608-174-0126-03	MC 195 A037	PROD	62.01000%	51.67500%
G02639	608-174-0149-02	MC 195 A048	TA	62.01000%	51.67500%
G02639	608-174-0157-03	MC 195 A052	TA	62.01000%	51.67500%
G15282	177-114-1257-02	SS 151 A001	PROD	100.00000%	72.01334%
G15282	177-114-1543-00	SS 151 A002	PROD	100.00000%	72.01334%
G12951	177-114-1143-01	SS 227 A001	PROD	52.18750%*	40.30677%*
G12951	177-114-1399-01	SS 227 A002	PROD	52.18750%*	40.30677%*
G33088	177-064-0976-01	SM 166 A007	PROD	100.00000%	81.25000%
G16455	608-104-0147-00	ST 291 A023	PROD		6.50000% ORRI only
G04800	177-064-0981-00	VR 271 1003	PROD		1.65000% ORRI only
G16549	608-164-0355-00	VK 822 A004	PROD	16.20000%	14.17500%
G16549	608-164-0387-00	VK 822 A008	PROD	16.20000%	14.17500%
G16549	608-164-0393-01 ¹	VK 822 A010	PROD	20.19950%	17.67456%
G16549	608-164-0396-00	VK 822 A011	PROD	16.20000%	14.17500%
G10942	608-164-0281-00 ²	VK 823 A001	PROD	17.80000%	15.58000%
G10942	608-164-0291-00	VK 823 A002	PROD	16.20000%	14.17500%
G10942	608-164-0352-00	VK 823 A003	PROD	16.20000%	14.17500%
G10942	608-164-0362-00	VK 823 A005	PROD	16.20000%	14.17500%
G10942	608-164-0368-01	VK 823 A006	PROD	16.20000%	14.17500%
G10942	608-164-0379-00	VK 823 A007	PROD	16.20000%	14.17500% ^{6c}
G10942	608-164-0389-00	VK 823 A009	TA	16.20000%	14.17500%

¹ Black Elk Energy Offshore Operations, LLC and Energy XXI GOM, LLC non-consented the sidetrack.

² Black Elk Energy Offshore Operations, LLC non-consented the recompletton

Exhibit A
 SECOND LIEN MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING
 AND FINANCING STATEMENT
 Real Property Louisiana
 Properties

Lease No.	API Number	Well Name	03-2021 Status	EnVen GWI	EnVen NRI
G13084	608-105-0060-00	EW963 001	PROD	62.50000%	51.56250%
G13084	608-105-0068-00	EW963 002	PROD	62.50000%	51.56250%
G13084	608-105-0069-00	EW963 003	TA	62.50000%	51.56250%
G13084	608-104-0139-00	EW963 004	PROD	62.50000%	51.56250%
G12139	608-105-0065-00	EW917 001	PROD	66.66667%	55.55556%
G12139	608-105-0051-04	EW917 A-12 ST4	PROD	66.66667%	55.55556%
G12136	608-105-0026-04	EW873 A-01 ST5	PROD	66.66667%	55.55556%
G12136	608-105-0032-02	EW873 A-02 ST2BP1	PROD	66.66667%	55.55556%
G12136	608-105-0036-00	EW873 A-03	PROD	66.66667%	55.55556%
G12136	608-105-0037-00	EW873 A-04	PROD	66.66667%	55.55556%
G12136	608-105-0044-00	EW873 A-05 ST1	PROD	66.66667%	55.55556%
G12136	608-105-0045-01	EW873 A-06 ST1	PROD	66.66667%	55.55556%
G12136	608-105-0046-00	EW873 A-07	PROD	66.66667%	55.55556%
G12136	608-105-0047-00	EW873 A-08 ST1	PROD	66.66667%	55.55556%
G12136	608-105-0048-00	EW873 A-09	PROD	66.66667%	55.55556%
G12136	608-105-0049-00	EW873 A-10 ST1	PROD	66.66667%	55.55556%
G12136	608-105-0050-00	EW873 A-11	TA	66.66667%	55.55556%
G13075	608-105-0052-00	EW874 A-13	TA	66.66667%	55.55556%
G12136	608-105-0058-00	EW873 A-14 BP1	TA	66.66667%	55.55556%
G12136	608-105-0074-00	EW873 A-15	PROD	66.66667%	55.55556%
G12136	608-105-0075-00	EW873 A16	PROD	66.66667%	55.55556%
G12136	608-105-0083-01	EW873 A-17 BP1	PROD	66.66667%	55.55556%
G12136	608-105-0084-01	EW873 A-18 ST1	PROD	66.66667%	55.55556%
G12136	608-105-0086-00	EW873 A-19	PROD	66.66667%	55.55556%
G12136	608-105-0078-03	EW873 A-20 ST3	PROD	66.66667%	55.55556%
G12136	608-105-0088-01	EW873 A-21 ST 1	PROD	66.66667%	55.55556%
G12136	608-105-0091-00	EW873 A-22	TA	66.66667%	55.55556%
G12136	608-105-0092-01	EW873 A-23 ST1	PROD	66.66667%	55.55556%
G12136	608-104-0102-03	EW873 A-24 ST1 BP2	TA	66.66667%	55.55556%
G13988	608-164-0304-00	VK 742 A-8	PROD	50.00000%	45.541667%

Exhibit A
 SECOND LIEN MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING
 AND FINANCING STATEMENT
 Real Property Louisiana
 Properties

Lease No.	API Number	Well Name	03-2021 Status	En Ven GWI	En Ven NRI
G13988	608-164-0289-02	VK 742 001 ST2	TA	50.000000%	45.541667%
G12119	608-164-0211-00	VK 786 A-1	PROD	50.000000%	43.750000%
G12119	608-164-0226-01	VK 786 A-2 ST1	PROD	50.000000%	43.750000%
G12119	608-164-0227-04	VK 786 A-3 ST2BP1	PROD	50.000000%	43.750000%
G12119	608-164-0300-00	VK 786 A-4	PROD	50.000000%	43.750000%
G12119	608-164-0301-00	VK 786 A-5	Injecting	50.000000%	43.750000%
G12119	608-164-0302-00	VK 786 A-6	PROD	50.000000%	43.750000%
G12119	608-164-0303-02	VK 786 A-7 ST2	Injecting	50.000000%	43.750000%
G12119	608-164-0306-02	VK 786 A-10 ST1 BP1	Injecting	50.000000%	43.750000%
G12119	608-164-0308-03	VK 786 A-12 BP3	Injecting	50.000000%	43.750000%
G12119	608-164-0309-01	VK 786 A-13 ST1	PROD	50.000000%	43.750000%
G12119	608-164-0311-00	VK 786 A-15	PROD	50.000000%	43.750000%
G12119	608-164-0312-00	VK 786 A-16	PROD	50.000000%	43.750000%
G12119	608-164-0313-00	VK 786 A-17	PROD	50.000000%	43.750000%
G12119	608-164-0317-02	VK 786 A-21 ST2	PROD	50.000000%	43.750000%
G10944	608-164-0417-00	VK 830-001	TA	50.000000%	43.750000%
G10944	608-164-0305-00	VK 830 A-9	PROD	50.000000%	43.750000%
G10944	608-164-0307-02	VK 830 A-11 BP2	PROD	50.000000%	43.750000%
G10944	608-164-0310-00	VK 830 A-14	Injecting	50.000000%	43.750000%
G10944	608-164-0314-00	VK 830 A-18	PROD	50.000000%	43.750000%
G10944	608-164-0315-05	VK 830 A-19 ST2BP3	TA	50.000000%	43.750000%
G10944	608-164-0316-02	VK 830 A-20 BP2	PROD	50.000000%	43.750000%
G27083	17-707-40910-02	SM 50 G001 BP2	PROD	100.000000%	81.33334%
G32113	17-700-41300-00	WC 266 B001	PROD	100.000000%	71.200000%
G07995	60-811-50087-01	GC 158-2 ST01	TA	100.000000%	87.500000%
G07995	60-811-40262-04	GC 158 A-1 ST04	PROD	100.000000%	87.500000%
G07995	60-811-40263-01	GC 158 A-2 ST01	PROD	100.000000%	87.500000%
G07995	60-811-40266-05	GC158 A-5 ST04	PROD	100.000000%	87.500000%
G07995	60-811-40267-01	GC158 A-6 ST02BP1	PROD	100.000000%	87.500000%
G07998	60-811-50123-00	GC202 1	TA	100.000000%	87.500000%

Exhibit A
**SECOND LIEN MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING
 AND FINANCING STATEMENT**
 Real Property Louisiana
 Properties

Lease No.	API Number	Well Name	03-2021 Status	En Ven GWI	En Ven NRI
G07998	60-811-40264-01	GC202 A-3 ST01	PROD	100.000000%	87.500000%
G07998	60-811-40265-06	GC202 A-4 ST0BP1	PROD	100.000000%	87.500000%
G07998	60-811-40268-07	GC202 A-7 ST02BP03	PROD	100.000000%	87.500000%
G07998	60-811-40269-03	GC202 A-8 ST02	PROD	100.000000%	87.500000%
G15565	60-811-40414-00	GC248 GL-4	PROD	100.000000%	87.500000%
G15565	60-811-40562-01	GC248 GL-5 ST02	PROD	100.000000%	87.500000%
G15565	60-811-40618-00	GC248 GL-8	PROD	100.000000%	87.500000%**3
G15565	60-811-40620-01	GC248 GL-7 BP01	PROD	100.000000%	87.500000%
G15565	60-811-50120-04	GC248 GL-3 ST03	PROD	100.000000%	87.500000%
G15565	60-811-50097-01	GC248-2 ST01	TA	100.000000%	87.500000%
G16515	17-724-40811-00	MP 280 C001	PROD	100.000000%	83.333333%
G16515	17-724-40815-00	MP 280 C002 BP02	PROD	100.000000%	83.333333%
G16515	17-724-40912-00	MP 280 SS006	PROD	68.500000%	57.083333%
G16515	17-724-40787-01	MP 280 A002 ST01	TA	68.500000%	57.083333%
G10910	17-724-40775-00	MP 281 A001	PROD	68.500000%	57.083333%
G10910	17-724-40798-00	MP 281 A003	PROD	68.500000%	57.083333%
G10910	17-724-40806-00	MP 281 A004	PROD	68.500000%	57.083333%
G10910	17-724-40877-00 ⁴	MP 281 A005	TA	82.000000%	68.330000%
G10910	17-724-40881-00	MP 281 A006	PROD	68.500000%	57.083333%
G17921	17-706-40845-01	VR 356 A001 ST1	PROD	100.000000%	76.330000%
G17921	17-706-40851-00	VR 356 A002	PROD	100.000000%	76.330000%
G17921	17-706-40861-01	VR 356 A003 ST1	PROD	100.000000%	76.330000%

³ ** Mortgagor's NRI for the GL008 Well, API 60-811-40618-00 located on Lease OCS-G 15565, Green Canyon Block 248, is expressly subject to and specifically reduced by an overriding royalty interest created by that certain Conveyance of Overriding Royalty Interest from Mortgagor in favor of Shell Offshore Inc., effective November 1, 2016 (hereafter "Conveyance"), which is applicable to all production from the G2 Sand (15,297' – 15,526' MD (14,273' – 14,467' True Vertical Depth Subsea)) and the H Sand (16,108' – 16,278' MD (14,919' – 15,040' True Vertical Depth Subsea)) through the GL008 Well. This overriding royalty interest in favor of Shell Offshore, Inc. equated to thirty percent (30%) of eight/eights (8/8ths) of all such production, which then increased to forty-two percent (42%) of eight/eights (8/8ths) upon the earlier of (i) September 30, 2017 or (ii) the occurrence of the Production Milestone (being the date when a cumulative 8,331,000 barrels of oil have been produced from the G2 Sand and the H Sand), all as further and more specifically set forth in the Conveyance.

⁴ M21 K-11-C non-consented to the recompletion

Exhibit A
 SECOND LIEN MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING
 AND FINANCING STATEMENT
 Real Property Louisiana
 Properties

Lease No.	API Number	Well Name	03-2021 Status	En Ven GWI	En Ven NRI
G17921	17-706-40875-00	VR 356 A004	TA	100.000000%	76.330000%
G17921	17-706-40890-00	VR 356 A005	PROD	100.000000%	76.330000%
G17921	17-706-40968-01	VR 356 A006	PROD	100.000000%	76.330000%

Exhibit A
 SECOND LIEN MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING
 AND FINANCING STATEMENT
 Real Property Louisiana
 Properties

ROW Number	Segment Number	Original Area/Block	Originating Lease	Destination Area/Block	Destination Lease	Product	Status
G15026	10600	SS227	G12951	SS243	G10780	Gas	Active
G19683	11767	SS151	G15282	E1189	423	Oil	Active
G19684	11768	E1189	423	SS151	G15282	Supply gas	Active
G22107	12663	EW1003	G13091	S1292	UNLEASE	Gas transported after first processing	Active
G22108	12664	EW1003	G13091	EW873	G12136	Oil transported after first processing	Active
G22121	12731	VR356	G17921	SM137	G02589	Oil transported after first processing	Active
G06563	15819	E142	G04858	E151	78	Oil transported after first processing	Active
G17731	11382	EW 963	G13084	EW 873	G12136	Oil	Active
G17731	11398	EW 963	G13084	EW 873	G12136	Casing	Active
G17732	11383	EW 963	G13084	EW 873	G12136	Oil	Active
G17732	11399	EW 963	G13084	EW 873	G12136	Casing	Active
G17732	12075	EW 873	G12136	EW 963	G13084	Umbilical	Active
G28985	18054	WC 265	G32112	WC 269	G13563	Gas and Condensate service after first processing	Active
G21499	12456	GC 158	G07995	SS 332	G16401	Gas transported after first processing	Active
G21500	12457	GC 158	G07995	ST 301	G03594	Oil transported after first processing	Active
G29339	14369	GC 158	G07995	GC 248	G15565	Umbilical	Active
G29339	14368	GC 248	G15565	GC 158	G07995	Oil	Active

ANNEX I

Prior Mortgages

Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement, dated as of January 5, 2016, by EnVen Energy Ventures, LLC in favor of Gumaro Tijerina, as Trustee for The Benefit of Bank of Montreal, as Administrative Agent and the Other Secured Persons (as amended, restated, supplemented, assigned or otherwise modified from time to time).