

December 14, 2022

BY UPS OVERNIGHT

BOEM  
Gulf of Mexico OCS Region  
1201 Elmwood Park Boulevard  
New Orleans, LA 70123-2394

**Karl W. Brandt**  
Associate  
T: +1 713 238 2735  
F: +1 713 238 4623  
KBrandt@mayerbrown.com

To whom it may concern:

Enclosed herein please find the following documents which are submitted for filing in the Non-Required Filings/Federal Unit Records:

Category 1: Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement from Arrowhead Gulf Coast Pipeline, LLC in favor of Wells Fargo Bank, National Association, as Administrative Agent (“LA Mortgage”).

Category 3: UCC-1 Financing Statement re: LA Mortgage naming Debtor: Arrowhead Gulf Coast Pipeline, LLC in favor of Secured Party: Wells Fargo Bank, National Association, as Administrative Agent.

In order that third persons will be put on notice as to the execution and efficacy of the LA Mortgage and UCC-1 please file the documents, together with a copy of this letter, in the records of the following Federal Unit Records:

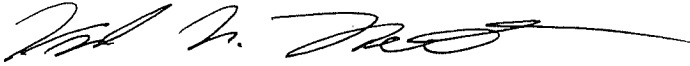
**ROW OCS-G 7120**  
**ROW OCS-G 7121**  
**ROW OCS-G 7122**

Two (2) copies of the above described documents have been provided. Please retain one (1) copy under the category indicated above and return the other file stamped counterpart to me at the firm address. The filing is accompanied by a receipt evidencing payment of the required service/filing fee via Pay.Gov.

Please evidence that the foregoing has been accomplished by signing a copy of this letter in the space below.

BOEM  
December 14, 2022  
Page 2

Best regards,



Karl W. Brandt  
Associate

Enclosures

BOEM, Gulf of Mexico OCS Region:

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


Date: \_\_\_\_\_

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND A  Return Acknowledgement to:  
Capitol Services, Inc.  
PO Box 1831  
Austin, TX 78767  
800.345.4647

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME  
Arrowhead Gulf Coast Pipeline, LLC

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
1111 Travis Street Houston TX 77002 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME  
Wells Fargo Bank, National Association, as Administrative Agent

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
MAC-C7300-033, 1700 Lincoln Street, 3rd Floor Denver CO 80203 USA

4. COLLATERAL: This financing statement covers the following collateral:

All right, title and interest in and to all of the Debtor's real and personal property defined as the "Mortgaged Property" or the "Collateral" in, and more specifically described in, that certain Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement attached hereto as "Attachment 1" and by this reference made a part hereof.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
File in Vermillion Parish, Louisiana 18595788-102 750866802 33 total pages

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME	Arrowhead Gulf Coast Pipeline, LLC		
OR	9b. INDIVIDUAL'S SURNAME		
	FIRST PERSONAL NAME		
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR	10b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME *or*  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut     covers as-extracted collateral     is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See "Exhibit A" to Attachment 1 attached hereto for description of real property.

17. MISCELLANEOUS:  
Addendum 1 of 1.

**ATTACHMENT 1**

MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT,  
FIXTURE FILING AND FINANCING STATEMENT

FROM

ARROWHEAD GULF COAST PIPELINE, LLC,

TO

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT  
(Taxpayer I.D. No. XX-XXX7393)

Dated as of November 17, 2022

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

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS, SECURES PAYMENT OF FUTURE ADVANCES, AND COVERS PROCEEDS OF COLLATERAL.

THIS INSTRUMENT, WHICH COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN, IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE OR COMPARABLE RECORDS OF THE PARISHES REFERENCED IN EXHIBIT A ("EXHIBIT A") HERETO AND SUCH FILING SHALL SERVE, AMONG OTHER PURPOSES, AS A FIXTURE FILING. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN SECTION 1.1 OF THIS INSTRUMENT.

THIS DOCUMENT WAS PREPARED BY  
AND WHEN RECORDED OR FILED RETURN TO:

Karl W. Brandt, Esq.  
Mayer Brown LLP  
700 Louisiana, Suite 3400  
Houston, Texas 77002

MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT,  
FIXTURE FILING AND FINANCING STATEMENT (this “Mortgage”),

BE IT KNOWN, that before me, the undersigned Notary Public in and for the jurisdiction hereinafter identified, duly qualified and commissioned as such, personally came and appeared ARROWHEAD GULF COAST PIPELINE, LLC, a Delaware limited liability company (herein called “Mortgagor”), represented herein by Danielle Eveslage, Vice President and Treasurer of the Mortgagor, pursuant to resolutions of the sole director, a certified copy of which is annexed hereto, Mortgagor’s mailing address being 1111 Travis Street, Houston, Texas 77002.

ARTICLE I

Granting Clauses: Secured Indebtedness

Section 1.1 Lien of Mortgage. Mortgagor, in order to secure the payment of the Secured Indebtedness hereinafter defined and the performance of the obligations, covenants, agreements, warranties and undertakings of Mortgagor hereinafter described, does hereby MORTGAGE, GRANT, ASSIGN AND WARRANT, PLEDGE AND HYPOTHECATE to WELLS FARGO BANK, NATIONAL ASSOCIATION, as agent for the Lender Parties, as hereinafter defined (together with its successors in such capacity, herein called “Mortgagee”), the Mortgaged Property (as defined below). Unless otherwise defined herein, terms used herein are defined in the Credit Agreement.

For purposes of this Mortgage:

“**Mortgaged Property**” means all of Mortgagor’s right, title and interest (whether now owned or hereafter acquired by agreement, by operation of law or otherwise) in and to the Land, Improvements, Rights of Way, Premises, Fixtures, Facility, Personalty, Inventory, Leases, Rents, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards, the Pipelines and Pipeline Agreements, all accessions, replacements and substitutions for any Mortgaged Property and all proceeds of any Mortgaged Property or any of the foregoing; provided that, Excluded Assets shall not constitute Mortgaged Property. For the avoidance of doubt, the Mortgaged Property shall not extend to any “building” or “mobile home” (each as defined in Regulation H as promulgated by the Federal Reserve Board under the Flood Insurance Laws (as defined in the Credit Agreement)). As used in this Mortgage, the term “**Mortgaged Property**” shall mean all or, where the context permits or requires, any portion of the above or any interest therein and the inclusion of certain specific types and items of property and interests in one or more of the constituent definitions is not intended in any way to limit the effect of the more general descriptions.

“**Condemnation Awards**” means all of Mortgagor’s right, title and interest in and to any awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to any or all portions of the Mortgaged Property.

“**Excluded Assets**” means (i) Excluded Accounts, (ii) any assets over which the granting of security interests in such assets would be prohibited by an enforceable contract obligation binding on the assets that existed at the time of the acquisition thereof and was not created or made binding on the assets in contemplation or in connection with the acquisition of such assets,

applicable law or regulation (in each case, except to the extent such prohibition is unenforceable after giving effect to applicable provisions of the UCC, other than proceeds thereof, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibitions) or to the extent that such security interests would require obtaining the consent of any Governmental Authority or would result in materially adverse tax consequences as reasonably determined by the Borrower in writing delivered to the Administrative Agent, (iii) those assets (which may include improvements located in a flood zone) with respect to which, in the reasonable judgment of the Administrative Agent and the Borrower, evidenced in writing delivered to the Administrative Agent, the costs or other consequences of obtaining or perfecting such a security interest are excessive or otherwise not advisable in view of the benefits to be obtained by the Lender Group therefrom, (iv) any "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an "Amendment to Allege Use" or a "Statement of Use" under Section 1(c) or Section 1(d) of the Lanham Act has been filed, solely to the extent that such a grant of a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such "intent-to-use" application, (v) Equity Interests in any Person (other than a Guarantor) to the extent not permitted to be Collateral by the terms of such Person's organizational or joint venture documents and (vi) any "building" or "mobile home" (each as defined in Regulation H as promulgated by the Federal Reserve Board under the Flood Insurance Laws (as defined in the Credit Agreement)).

**"Facility"** means all tanks, processing plants, treating plants, dehydration plants, separators, compressor sites, pump stations, meter sites, storage facilities, pipes and pipelines below the ground as well as on the surface, gathering systems for the transportation of oil, natural gas, other gas products, other hydrocarbons and other liquids and all other improvements, fixtures and equipment, in each case, now owned or hereafter acquired by Mortgagor and constructed or to be constructed or located or to be located on, under, over or across any or all portions of the Land, including, without limitation, all drips, valves, fittings, meters, corrosion equipment, headers, aerial suspension river crossings, connections, parts, tools, cathodic or electrical protection units, by-passes, regulators, pumps, compressors, water lines, chemical lines, gate valves, fire hydrants and measuring stations so constructed, located, used or related.

**"Fixtures"** means all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, incorporated into or installed in or used in connection with any of the Improvements or the Land, and all fixtures (as defined in the UCC) to, any or all portions of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in servitudes or easements.

**"Improvements"** means all improvements, structures or buildings now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed on, under, over or across any or all portions of the Land.

**"Insurance"** means all insurance policies, unearned premiums therefor and proceeds from such policies now or hereafter insuring against loss or damage to any or all of Mortgagor's respective Mortgaged Property.

**"Inventory"** means all inventory, of whatever kind, type or nature, including specifically but without limitation, all oil, natural gas, other gas products, other hydrocarbons and other

liquids that, now or at any time hereafter, may be situated or placed in or be in the process of being passed through, any or all portions of the Premises or Facility, to the extent owned by Mortgagor.

**“Land”** means the real property described in Exhibit A attached hereto together with any greater or additional estate therein as hereafter may be acquired by Mortgagor.

**“Leases”** means all leases, licenses, concessions, occupancy agreements and other agreements (written or oral, now or at any time in effect) that grant to any Person (other than Mortgagor) a possessory interest in, or the right to use, all or any portion of the respective Mortgaged Property, Premises or the Facility, together with all related security and other deposits subject to depositors’ rights and requirements of law.

**“Personalty”** means all goods, accounts, general intangibles, instruments, documents, contracts, agreements (including all oil, natural gas, other gas products, other hydrocarbon and other liquid sales, purchase, exchange, transmission, transportation and/or processing contracts and other agreements relating to the Facility, the Premises, Inventory, accounts or other personal property, and all other contracts and agreements, whether now in existence or hereafter made, that relate to the Premises, the Facility, Inventory and accounts, together with any and all renewals, extensions, substitutions, ratifications, supplements, amendments and replacements of or for any such contracts and agreements) chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC, now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to any or all portions of the Mortgaged Property.

**“Pipeline Agreements”** means all gas purchase agreements, gas transportation agreements, transportation agreements, marketing agreements, usage agreements, processing agreements, treating agreements, dehydrating agreements, exchange agreements, gathering agreements, memoranda of agreements, joint venture agreements, partnership agreements, settlement agreements, consents, interconnect agreements, operating agreements, equipment lease agreements, and any and all other agreements and rights, whether oral or written, relating to the transportation of hydrocarbons through any one or more Pipelines and any and all other agreements of any character or kind relating to the use, operation or maintenance of any one or more Pipelines and/or any other portions of the Mortgaged Property, whether now existing or hereafter arising, and any amendments and replacements therefor.

**“Pipelines”** means (a) any and all pipelines running on or underneath the Land, (b) any and all pipelines running on or underneath the Rights of Way, (c) any and all transportation, gathering and transmission systems located on or underneath the Rights of Way, (d) any portions of pipe connected to the pipelines described in clauses (a), (b) or (c), including (i) any extensions that now exist or are added in the future or (ii) any pipe that has been laid pursuant to rights of condemnation, and (e) any other pipelines that comprise the Facility.

**“Premises”** means the Land and Improvements.

**“Proceeds”** is defined in Section 3.1(A).

**“Property Agreements”** means all agreements (including, without limitation, construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements) in any way relating to the



construction, use, occupancy, operation, maintenance, enjoyment or ownership of any or all portions of Mortgaged Property, and all rights, privileges, tenements, hereditaments, rights-of-way, servitudes, easements, appendages and appurtenances appertaining to the foregoing.

“**Rents**” means all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits subject to depositors’ rights and requirements of law, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying any or all portions of the Mortgaged Property.

“**Rights of Way**” means all rights-of-way, easements, servitudes, privileges, prescriptions licenses, leases, permits, surface use agreements, appendages and appurtenances described on Exhibit A or appertaining thereto (whether or not correctly described therein or omitted therefrom), and all other rights-of-way, easements, servitudes, privileges, prescriptions licenses, leases, permits, surface use agreements, appendages and appurtenances appertaining to the Premises (whether or not correctly described therein or omitted therefrom), together with any amendments, renewals, extensions, supplements, modifications or other agreements related to any of the foregoing and further together with any other rights-of-way, easements, servitudes, privileges, prescriptions licenses, leases, permits, surface use agreements, appendages and appurtenances used, held for use in connection with, or in any way related to the Pipelines, the Facility or the Premises, to, from or between Pipelines, the Facility or the Premises.

“**Tax Refunds**” means all property tax refunds payable to Mortgagor with respect to the Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all rights, estates, powers and privileges appurtenant thereto, unto Mortgagee, and Mortgagee’s successors and assigns, upon the terms, provisions and conditions herein set forth; *provided, however*, that, notwithstanding anything to the contrary herein, the Mortgaged Property described in Exhibit A shall not extend to any “building” or “mobile home” (each as defined in Regulation H as promulgated by the Federal Reserve Board under the Flood Insurance Laws (as defined in the Credit Agreement)).

Section 1.2 [Intentionally Omitted].

Section 1.3 Loan Documents, Liabilities, Other Obligations. This Mortgage is made to secure and enforce the payment and performance of the following obligations, indebtedness and liabilities (the “**Secured Indebtedness**”):

(a) All covenants, indebtedness, liabilities and obligations of the Mortgagor now or hereafter incurred or arising pursuant to the provisions of that certain Amended and Restated Credit Agreement dated as of September 19, 2022, among Harvest Midstream I, L.P., as borrower (the “**Borrower**”), the financial institutions from time to time party thereto (the “**Lenders**”), and Mortgagee, as the administrative agent for itself and the other Lenders (in such capacity together with its successors and assigns in such capacity, the “**Administrative Agent**”), and all supplements thereto and amendments or modifications thereof, and all agreements given in substitution therefor or in restatement, renewal or extension thereof, in whole or in part (such agreement, as the same may from time to time be supplemented, amended, restated or modified, and all other agreements

given in substitution therefor or in restatement, renewal, increase or extension thereof, in whole or in part, being herein called the “**Credit Agreement**”) including, without limitation, all covenants, indebtedness, liabilities and obligations that are defined in the Credit Agreement as Obligations and that certain Amended and Restated Guaranty Agreement (the “**Guaranty**”), dated as of September 19, 2022, executed and delivered by the Mortgagor, guarantying the Guaranteed Obligations (as defined therein);

(b) All indebtedness and other obligations of the Mortgagor evidenced by any promissory notes if issued from time to time under the Credit Agreement, as such promissory notes may be amended or endorsed or otherwise modified from time to time and all other promissory notes accepted in substitution therefor or renewal thereof (the “**Notes**”);

(c) Payment of and performance of any and all debts, liabilities, obligations, covenants and duties of the Mortgagor or any other Credit Party (as defined in the Credit Agreement) arising under any Lender Group Hedge (as defined in the Credit Agreement) entered into between the Mortgagor or any Credit Party and any member of the Lender Group (as defined in the Credit Agreement), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising, but subject to the limitations set forth in Section 9.17 of the Credit Agreement; provided, however, that the definition of “Secured Indebtedness” shall not create any guarantee by any Credit Party of (or grant of security interest by any Credit Party to support, as applicable) any Excluded Swap Obligations (as defined in the Credit Agreement) of such Credit Party for purposes of determining any obligations of any Credit Party;

(d) Payment of and performance of any and all debts, liabilities, obligations, covenants and duties of the Mortgagor or any Credit Party (as defined in the Credit Agreement) arising under any Secured Cash Management Agreement (as defined in the Credit Agreement) entered into between the Mortgagor or any Credit Party and any Cash Management Bank (as defined in the Credit Agreement), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising;

(e) All indebtedness and other obligations now or hereafter incurred or arising pursuant to the provisions of the Credit Agreement, this Mortgage or any other Loan Document (as defined in the Credit Agreement);

(f) [Intentionally Omitted]; and

(g) All covenants, indebtedness, liabilities and obligations arising under this instrument and any other Loan Documents (the Credit Agreement, this instrument and such other Loan Documents being referred to collectively as the “**Other Security Instruments**”);

(h) Without limiting the generality of the foregoing, all post-petition interest, expenses, and other duties and liabilities with respect to indebtedness or other obligations

described above in this Section 1.3 that would be owed but for the fact that they are unenforceable or not allowable due to any proceeding under any Debtor Relief Laws (as defined in the Credit Agreement).

The term “**Lender Party**” shall mean any of the Administrative Agent, the Issuers, the Co-Documentation Agents, the Syndication Agent, each Lender or, with respect to the Secured Indebtedness described in paragraphs (c) or (d) above, any affiliate of a Lender that is party to an agreement with the Borrower governing such Secured Indebtedness.

Section 1.4 Secured Indebtedness. The indebtedness referred to in Section 1.3 hereof, and all renewals, extensions and modifications thereof, and all substitutions therefor, in whole or in part, are herein sometimes referred to as the “**Secured Indebtedness**” or the “indebtedness secured hereby” or the “indebtedness secured by this Mortgage.” It is contemplated and acknowledged that the Secured Indebtedness may include revolving credit loans and advances from time to time, and that this Mortgage shall have effect, as of the date hereof, to secure all Secured Indebtedness, regardless of whether any amounts are advanced on the date hereof or on a later date or, whether having been advanced, are later repaid in part or in whole and further advances made at a later date.

Section 1.5 Maximum Secured Amount. Notwithstanding any provision hereof to the contrary, the outstanding Secured Indebtedness that is secured by Property located in Louisiana shall not, at any particular time or from time to time, exceed an aggregate maximum amount of \$2,000,000,000.

## ARTICLE II

### Representations, Warranties and Covenants

Mortgagor hereby represents, warrants and covenants, as follows:

#### Section 2.1 Mortgaged Properties.

(a) Mortgagor has good title to the Mortgaged Properties free of any and all liens or other agreements, restrictions or limitations of any nature or kind (all such liens and other agreements, restrictions or limitations being herein collectively called the “**Encumbrances**”), except for Excepted Liens (as defined in the Credit Agreement) (such permitted encumbrances and liens being herein collectively called the “**Excepted Encumbrances**”), except where the failure to have good title could not reasonably be expected to have a Material Adverse Effect.

(b) Mortgagor will warrant and defend the title (to the extent of Mortgagor’s represented interest on Exhibit A) to the Mortgaged Properties against the claims and demands of all other persons whomsoever other than Excepted Encumbrances, and will maintain and preserve the lien created hereby so long as any of the Secured Indebtedness secured hereby remains unpaid.

(c) As of the date of this Mortgage, the cover page to this instrument lists the legal name of the Mortgagor and its organizational identification number, each as

registered in the jurisdiction in which the Mortgagor is organized, formed or incorporated, and the Mortgagor's taxpayer identification number.

Section 2.2 Mortgagor not a Foreign Person. Mortgagor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), Sections 1445 and 7701 (i.e., Mortgagor is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

### ARTICLE III

#### Pledge and Assignment of Rents, Issues and Profits

Section 3.1 Pledge and Assignment of Rents, Issues and Profits. Mortgagor does hereby absolutely and unconditionally pledge, assign, transfer and set over to Mortgagee, together with the immediate and continuing right to collect and receive Proceeds (as hereinafter defined), TO HAVE AND TO HOLD said interests unto Mortgagee, its successors-in-title and assigns, forever, subject however, to the terms and provisions of this instrument effective as of November 1, 2022, at 12:00 A.M., local time all of the following:

A. all rents, income, receipts, revenues, profits, proceeds and other monies that accrue to the Mortgaged Property (collectively "Proceeds"), and all proceeds therefrom (and all parties producing, purchasing or receiving any Proceeds, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Administrative Agent by virtue of the provisions of this Article, are authorized and directed to treat and regard the Administrative Agent as the assignee and transferee of the Mortgagor and entitled in the Mortgagor's place and stead to receive such Proceeds and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Administrative Agent and shall be under no obligation to see to the application by the Administrative Agent of any such proceeds or payments received by it).

B. All Hydrocarbons (as defined in the Credit Agreement) and the proceeds therefrom, and products obtained or processed therefrom, and proceeds therefrom.

C. All amounts or proceeds hereafter payable to or to become payable to Mortgagor or to which Mortgagor is entitled pursuant to all Pipeline Agreements and all other contracts or agreements now or hereafter existing; and

D. All amounts, sums, monies, revenues and income, that become payable to Mortgagor from, or with respect to, any of the Mortgaged Property or pursuant to any Pipeline Agreements or any other contracts or agreements, present or future, now or hereafter constituting a part of the Mortgaged Properties.

To the extent that any of the foregoing constitute "leases" or "rents" within the contemplation of La. R.S. 9:4401, this grant shall constitute an assignment of leases and rents to the fullest extent permitted by, and subject to the terms and conditions of, La. R.S. 9:4401.

Section 3.2 Effectuating Payment of Proceeds to Mortgagee. Upon the occurrence and during the continuation of a Default, Mortgagor agrees to execute and deliver any and all transfer orders, division orders and other instruments that may be requested by Mortgagee or that may be required by any purchaser of any Hydrocarbons for the purpose of effectuating payment of the Proceeds to Mortgagee. If, under any existing sales agreements (other than division orders or transfer orders), any Proceeds are required to be paid by the purchaser to Mortgagor so that under such existing agreements payment cannot be made of such Proceeds to Mortgagee, upon the occurrence and during the continuation of a Default, Mortgagor's interest in all Proceeds under such sales agreements and in all other Proceeds that for any reason may be paid to Mortgagor shall, when received by Mortgagor, constitute trust funds in Mortgagor's hands and shall be immediately paid over to Mortgagee. Without limitation upon any of the foregoing, Mortgagor hereby constitutes and appoints Mortgagee as Mortgagor's special attorney-in-fact (with full power of substitution either generally or for such periods or purposes as Mortgagee may from time to time prescribe) in the name, place and stead of Mortgagor to do any and every act and exercise any and every power that Mortgagor might or could do or exercise personally with respect to all Hydrocarbons and Proceeds (the same having been assigned by Mortgagor to Mortgagee pursuant to Section 3.1 hereof), expressly inclusive, but not limited to, the right, power and authority to:

(i) Execute and deliver in the name of Mortgagor any and all transfer orders, division orders, letters in lieu of transfer orders, indemnifications, certificates and other instruments of every nature that may be requested or required by any **Purchaser** (defined herein to mean all pipeline companies, purchasers, transporters any other Person now or hereafter purchasing Hydrocarbons, or any part thereof, or now or hereafter having in their possession or control any Proceeds from or allocated to the Mortgaged Properties, or any part thereof, or now or hereafter otherwise owing monies to Mortgagor under the contracts assigned herein) for the purposes of effectuating payment of the Proceeds to Mortgagee or which Mortgagee may otherwise deem necessary or appropriate to effect the intent and purposes of the assignment contained in Section 3.1 hereof; and

(ii) If, under any production sales agreements (other than division orders or transfer orders), any Proceeds are required to be paid by the purchaser to Mortgagor so that under such existing agreements payment cannot be made of such Proceeds to Mortgagee, to make, execute and enter into such sales agreements or other agreements as are necessary to direct Proceeds to be payable to Mortgagee;

giving and granting unto said attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever necessary and requisite to be done as fully and to all intents and purposes, as Mortgagor might or could do if personally present; and Mortgagor shall be bound thereby as fully and effectively as if Mortgagor had personally executed, acknowledged and delivered any of the foregoing certificates or documents. The powers and authorities herein conferred upon Mortgagee may be exercised by Mortgagee through any person who, at the time of the execution of the particular instrument, is an officer of Mortgagee. The power of attorney herein conferred is granted for valuable consideration and hence is coupled with an interest and is irrevocable so long as the Secured Indebtedness, or any part thereof, shall remain unpaid. All persons dealing with Mortgagee or any substitute, shall be fully protected in treating the powers and authorities conferred by this paragraph as continuing in full force and effect until advised by

Mortgagee that all the Secured Indebtedness is fully and finally paid. Mortgagee may, but shall not be obligated to, take such action as it deems appropriate in an effort to collect the Proceeds and any reasonable expenses (including reasonable attorney's fees) so incurred by Mortgagee shall be a demand obligation of Mortgagor and shall be part of the Secured Indebtedness, and shall bear interest each day, from the date of such expenditure or payment until paid, at a rate equal to the "Default Rate" as defined in the Credit Agreement (provided that, should applicable law provide for a maximum permissible rate of interest on such amounts, such rate shall not be greater than such maximum permissible rate). Any failure of Mortgagee to exercise its rights immediately shall not in any way waive the right of Mortgagee to receive any of the Proceeds, or to make such demand, or to affect any such assignment as to any Proceeds not theretofore paid or delivered to Mortgagee. In this regard, if any of the Proceeds are paid or delivered directly to Mortgagee and then, at the request of Mortgagee, the Proceeds are, for a period or periods of time, paid or delivered to Mortgagor, Mortgagee shall nevertheless have the right, effective upon written notice, to require that future Proceeds be again paid or delivered directly to it.

Section 3.3 License to Retain Proceeds. Notwithstanding anything to the contrary contained herein, so long as no Default shall have occurred and is continuing, Mortgagor shall have the right to collect all Proceeds, revenues and other products or proceeds attributable to the Mortgaged Properties, or the products transported, obtained or processed therefrom, and to retain, use and enjoy the same.

Section 3.4 Application of Proceeds. The Proceeds received by Mortgagee shall be applied as set forth in Section 2.16 of the Credit Agreement.

Section 3.5 Mortgagor's Absolute Obligations to Pay under the Credit Agreement. Nothing herein contained shall detract from or limit the obligations of Mortgagor to make prompt payment under the Credit Agreement, and any and all other Secured Indebtedness, at the time and in the manner provided herein and in the Loan Documents, regardless of whether the Hydrocarbons and Proceeds herein assigned are sufficient to pay same, and the rights under this Article III shall be cumulative of all other rights of Mortgagee under the Loan Documents are fully or partially released.

## ARTICLE IV

### Remedies Upon Default

Section 4.1 Default. The term "**Default**" as used in this Mortgage shall have the same meaning assigned to the term "Event of Default" in Article 7 of the Credit Agreement.

Section 4.2 Pre-Foreclosure Remedies. Upon the occurrence of a Default, Mortgagee, to the extent permitted by applicable law, is authorized, prior or subsequent to the institution of any foreclosure proceedings, to enter upon the Property, or any part thereof, and to take possession of the Property, and all books and records relating thereto, and to exercise without interference from Mortgagor any and all rights that Mortgagor has with respect to the management, possession, operation, protection or preservation of the Property. If necessary to obtain the possession provided for above, Mortgagee may invoke any and all remedies to dispossess Mortgagor. All costs, expenses and liabilities of every character incurred by

Mortgagee in managing, operating, maintaining, protecting or preserving the Property shall constitute a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee and shall bear interest from date of expenditure until paid at the rate equal to the "Default Rate" as defined in the Credit Agreement (provided that, should applicable law provide for a maximum permissible rate of interest on such amounts, such rate shall not be greater than such maximum permissible rate), all of which shall constitute a portion of the Secured Indebtedness and shall be secured by this Mortgage and by any other instrument securing the Secured Indebtedness. In connection with any action taken by Mortgagee pursuant to this Section 4.2, **MORTGAGEE SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY MORTGAGOR RESULTING FROM ANY ACT OR OMISSION OF MORTGAGEE IN MANAGING THE PROPERTY UNLESS SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BAD FAITH OF MORTGAGEE**, nor shall Mortgagee be obligated to perform or discharge any obligation, duty or liability of Mortgagor arising under any agreement forming a part of the Property or arising under any Excepted Encumbrance or otherwise arising. Mortgagor hereby assents to, ratifies and confirms any and all actions of Mortgagee with respect to the Property taken under this Section 4.2.

Section 4.3 Foreclosure.

(a) Upon the occurrence of a Default, this Mortgage may be foreclosed as to the Mortgaged Properties, or any part thereof, in any manner permitted by applicable law. Cumulative of the foregoing and the other provisions of this Section 4.3, as to Mortgaged Properties located in the State of Louisiana, 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.

(b) Upon the occurrence of a Default, Mortgagee may exercise its rights of enforcement with respect to the Collateral under the UCC or any other statute in force in any state to the extent the same is applicable law. Cumulative of the foregoing and the other provisions of this Section 4.3:

(i) Mortgagee may enter upon the Mortgaged Properties or otherwise upon Mortgagor's premises to take possession of, assemble and collect the Collateral or to render it unusable; and

(ii) Mortgagee may require Mortgagor to assemble the Collateral and make it available at a place Mortgagee designates that is mutually convenient to allow Mortgagee to take possession or dispose of the Collateral; and

(iii) written notice mailed to Mortgagor as provided herein at least five (5) business days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; and

(iv) in the event of a foreclosure of the liens and/or security interests evidenced hereby, the Collateral, or any part thereof, and the Mortgagee

Properties, or any part thereof, may, at the option of Mortgagee, be sold, as a whole or in parts, together or separately (including, without limitation, where a portion of the Mortgaged Properties is sold, the Collateral related thereto may be sold in connection therewith); and

(v) the expenses of sale and other payment of costs and expenses provided for in Section 4.5 hereof shall include the reasonable expenses of retaking the Collateral, or any part thereof, holding the same and preparing the same for sale or other disposition; and

(vi) should, under this subsection, the Collateral be disposed of other than by sale, any proceeds of such disposition shall be treated under Section 4.5 hereof as if the same were sales proceeds; and

(vii) as to the Collateral located in or otherwise subject to the laws of the State of Louisiana, Mortgagee may foreclose this Mortgage as a security agreement affecting the Collateral 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 Collateral.

(c) As to Property now or hereafter located in, or otherwise subject to the laws of, the State of Louisiana, Mortgagor acknowledges the Secured Indebtedness, whether now existing or to arise hereafter, and for Mortgagor, Mortgagor's personal representatives, successors and assigns, hereby confesses judgment for the full amount of the Secured Indebtedness in favor of the Mortgagee. To the extent permitted by applicable law, Mortgagor further agrees that the Mortgagee may cause all or any part of the Property to be seized and sold after due process of law, the Mortgagor waiving the benefit of all laws or parts of laws relative to the appraisal of property seized and sold under executory process or other legal process, and consenting that all or any part of the Property may be sold without appraisal, either in its entirety or in lots and parcels, as the Mortgagee may determine, to the highest bidder for cash or on such terms as the plaintiff in such proceedings may direct. To the extent permitted by applicable law, Mortgagor hereby waives (i) the benefit of appraisal provided for in articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure and all other laws conferring the same; (ii) the notice of seizure provided for in article 2293 of the Louisiana Code of Civil Procedure; (iii) the three (3) days' delay provided for in articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (iv) all other laws providing rights of notice, demand, appraisal, or delay. Mortgagor expressly authorizes and agrees that Mortgagee shall have the right to appoint a keeper of such Property pursuant to the terms and provisions of La. R.S. 9:5131 et seq. and La. R.S. 9:5136 et seq., which keeper may be the Mortgagee, any agent or employee thereof, or any other person, firm, or corporation. Any keeper shall be entitled to reasonable compensation for his services.

Section 4.4 Receiver. In addition to all other remedies herein provided for, Mortgagor agrees that, upon the occurrence of a Default, Mortgagee shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Property, whether such



receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Property or the solvency of any person or persons liable for the payment of the indebtedness secured hereby, and Mortgagor does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment, and agrees not to oppose any application therefor by Mortgagee, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Mortgagee under Article III hereof. Nothing herein is to be construed to deprive Mortgagee of any other right, remedy or privilege it may now or hereafter have under the law to have a receiver appointed. Any money advanced by Mortgagee in connection with any such receivership shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee and shall bear interest, from the date of making such advancement by Mortgagee until paid, at the Default Rate.

Section 4.5 Proceeds of Foreclosure. The proceeds of any sale held in foreclosure of the liens and/or security interests evidenced hereby shall be applied as set forth in Section 2.16 of the Credit Agreement.

Section 4.6 Mortgagee as Purchaser. Any party constituting Mortgagee shall have the right to become the purchaser at any sale held in foreclosure of the liens and/or security interests evidenced hereby, and any Mortgagee purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Secured Indebtedness owing to such Mortgagee, or if such Mortgagee holds less than all of such indebtedness, the pro rata part thereof owing to such Mortgagee, accounting to all other Mortgagees not joining in such bid in cash for the portion of such bid or bids apportionable to such non-bidding Mortgagee or Mortgagees.

Section 4.7 Foreclosure as to Matured Debt. Upon the occurrence of a Default, Mortgagee shall have the right to proceed with foreclosure of the liens and/or security interests evidenced hereby without declaring the entire Secured Indebtedness due, and in such event, any such foreclosure sale may be made subject to the unmatured part of the Secured Indebtedness and shall not in any manner affect the unmatured part of the Secured Indebtedness, but as to such unmatured part, this Mortgage shall remain in full force and effect just as though no sale had been made.

Section 4.8 Remedies Cumulative. All remedies herein provided for are cumulative of each other and of all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other Loan Document, and Mortgagee shall, in addition to the remedies herein provided, be entitled to avail itself of all such other remedies as may now or hereafter exist at law or in equity for the collection of the Secured Indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and/or security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other Loan Document or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

Section 4.9 Mortgagee's Discretion as to Security. Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the Secured Indebtedness, in whole or in part, and in such portions and in such

order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage.

Section 4.10 Mortgagor's Waiver of Certain Rights. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Mortgagor, for Mortgagor, Mortgagor's representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by applicable law, hereby waives and releases all rights of appraisal, valuation, stay of execution, redemption, notice of intention to mature or declare due the whole of the Secured Indebtedness, notice of election to mature or declare due the whole of the Secured Indebtedness and all rights to a marshaling of assets of Mortgagor, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and/or security interests hereby created. Mortgagor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatever to defeat, reduce or affect the right of Mortgagee under the terms of this Mortgage to a sale of the Property for the collection of the Secured Indebtedness without any prior or different resort for collection, or the right of Mortgagee under the terms of this Mortgage to the payment of the Secured Indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatever. If any law referred to in this section and now in force, of which Mortgagor or Mortgagor's representatives, successors or assigns or any other persons claiming any interest in the Mortgaged Properties or the Collateral might take advantage despite this section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this section.

Section 4.11 Mortgagor as Tenant Post-Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagor's representatives, successors or assigns or any other persons claiming any interest in the Property by, through or under Mortgagor are occupying or using the 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 landlord or tenant, 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 property (such as an action for forcible entry and detainer) in any court having jurisdiction.

## ARTICLE V

### Miscellaneous

Section 5.1 Scope of Mortgage. This Mortgage is a mortgage of both real/immovable and personal/movable property, a security agreement, a financing statement and an assignment, and also covers proceeds and fixtures.

Section 5.2 Effective as a Financing Statement. This Mortgage covers goods that are or are to become fixtures on the real property described herein, and this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property. This Mortgage is to be filed for record in the real/immovable property records of each county or parish where any part of the Mortgaged Properties is situated or that lies shoreward of any Mortgaged Property (i.e., to the extent a Mortgaged Property lies offshore within the projected seaward extension of the relevant parish boundaries), and may also be filed in the offices of the Bureau of Land Management or the Minerals Management Service or any relevant state agency (or any successor agencies). This Mortgage shall also be effective as a financing statement covering any other Property and may be filed in any other appropriate filing or recording office. For purposes of this Mortgage as a financing statement, the Mortgagor is the “debtor” and the Mortgagee is the “secured party”. The mailing address of Mortgagor is the address of Mortgagor set forth at the end of this Mortgage and the address of Mortgagee from which information concerning the security interests hereunder may be obtained is the address of Mortgagee set forth at the end of this Mortgage. By the execution and delivery hereof, Mortgagor hereby authorizes the Mortgagee to file any financing statements, and any amendments or continuation statements with respect thereto, as to the Mortgaged Property pursuant to the Uniform Commercial Code without the Mortgagor’s signature thereon.

Section 5.3 Reproduction of Mortgage as Financing Statement. A carbon, photographic, facsimile or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in Section 5.2 hereof.

Section 5.4 Waiver, Amendment or Modification by Mortgagee. Mortgagee may at any time and from time to time in writing waive, amend or modify compliance by Mortgagor with any covenant herein made by Mortgagor to the extent and in the manner specified in such writing, or consent to Mortgagor’s doing any act that hereunder Mortgagor is prohibited from doing, or to Mortgagor’s failing to do any act that hereunder Mortgagor is required to do, to the extent and in the manner specified in such writing, or release any part of the Property or any interest therein or any Proceeds from the lien and security interest of this Mortgage, or release any party liable, either directly or indirectly for the Secured Indebtedness or for any covenant herein or in any other Loan Document, without impairing or releasing the liability of any other party. No such act shall in any way impair the rights or powers of Mortgagee hereunder except to the extent specifically agreed to by Mortgagee in such writing. Notwithstanding anything contained herein to the contrary, the Mortgagee shall not be required, except as expressly provided in the Credit Agreement, to obtain the consent of any Lender Party in order to amend, modify, revise, discharge, release or terminate this Mortgage regardless of whether this

Mortgage secures the Secured Indebtedness or any other obligations or liabilities of the Borrower or any other Credit Party owed to such Lender Party.

Section 5.5 No Impairment of Security. The lien, security interest and other security rights of Mortgagee hereunder shall not be impaired by any indulgence, moratorium or release granted by Mortgagee including, but not limited to, any renewal, extension or modification that Mortgagee may grant with respect to any Secured Indebtedness, or any surrender, compromise, release, renewal, extension, exchange or substitution that Mortgagee may grant in respect of the Property (including without limitation Proceeds), or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any Secured Indebtedness.

Section 5.6 Acts Not Constituting Waiver by Mortgagee. Mortgagee may waive any Default without waiving any other prior or subsequent Default. Mortgagee may remedy any Default without waiving the Default remedied. Neither failure by Mortgagee to exercise, nor delay by Mortgagee in exercising, any right, power or remedy upon any Default shall be construed as a waiver of such Default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Mortgagee of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Mortgagor therefrom shall in any event be effective unless the same shall be in writing and signed by Mortgagee and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to nor demand on Mortgagor in any case shall of itself entitle Mortgagor to any other or further notice or demand in similar or other circumstances. Acceptance by Mortgagee of any payment in an amount less than the amount then due on any Secured Indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of a Default hereunder.

Section 5.7 Mortgagor's Successors. In the event the ownership of the Property or any part thereof becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors-in-interest with reference to this Mortgage and to the indebtedness secured hereby in the same manner as with Mortgagor, without in any way vitiating or discharging Mortgagor's liability hereunder or for the payment of the indebtedness or performance of the obligations secured hereby. No transfer of the Property, no forbearance on the part of Mortgagee, and no extension of the time for the payment of the indebtedness secured hereby given by Mortgagee shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Mortgagor hereunder or for the payment of the indebtedness or performance of the obligations secured hereby or the liability of any other person hereunder or for the payment of the indebtedness secured hereby.

Section 5.8 Place of Payment. All Secured Indebtedness that may be owing hereunder at any time by Mortgagor shall be payable at the address of Mortgagee indicated at the end of this Mortgage or at such other place as Mortgagee may designate in writing.

Section 5.9 Application of Payments to Certain Indebtedness. If any part of the Secured Indebtedness cannot be lawfully secured by this Mortgage or if any part of the Property

cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof that is not secured by this Mortgage.

Section 5.10 Release of Mortgage. If all of the Obligations (other than contingent obligations not then due and payable or any Letters of Credit (as defined in the Credit Agreement) that have been cash collateralized on terms and conditions reasonably satisfactory to the Issuer (as defined in the Credit Agreement)) are paid in full and all Commitments (as defined in the Credit Agreement) of the Lenders and the Issuers have terminated, then this instrument shall become null and void and the Liens granted hereunder terminated and the Mortgagor may request the Mortgagee to terminate this Mortgage. Upon such termination, the Mortgagor may further request the Mortgagee to provide a written act of release of this Mortgage (except to the extent expressly provided herein with respect to indemnification and other rights that are to continue following the release hereof). Mortgagee agrees to deliver such an act of release (subject to the foregoing limitation), all at the cost and expense of the Mortgagor, within sixty (60) days (or such lesser number of days as may be mandated by applicable law) of receiving such request unless Mortgagee in good faith, has cause to believe that Mortgagor is not entitled to a termination of this Mortgage. Notwithstanding the foregoing, it is understood and agreed that certain indemnifications, and other rights, that are provided herein to continue following the release hereof, shall continue in effect notwithstanding such release. Notwithstanding anything contained herein to the contrary, the Mortgagee shall not be required, except as expressly provided in the Credit Agreement, to obtain the consent of any Lender Party in order to amend, modify, revise, discharge, release or terminate this Mortgage regardless of whether this Mortgage secures the Secured Indebtedness or any other obligations or liabilities the Borrower or any other Credit Party owed to such Lender Party.

Section 5.11 Notices. All Communications (as defined in the Credit Agreement) hereunder shall be in writing and mailed, telecopied, facsimile transmitted or delivered, to the applicable address set forth in the Credit Agreement. All such Communications shall be effective, in the case of written Communications, when deposited in the mails or when telecopied or transmitted against receipt of a confirmation. Notwithstanding the foregoing, or anything else in the Loan Documents that may appear to the contrary, any notice given in connection with a foreclosure of the liens and/or security interests created hereunder, or otherwise in connection with the exercise by Mortgagee of its rights hereunder or under any other Loan Document, that is given in a manner permitted by applicable law shall constitute proper notice; without limitation of the foregoing, notice given in a form required or permitted by statute shall (as to the portion of the Property to which such statute is applicable) constitute proper notice.

Section 5.12 Invalidity of Certain Provisions. A determination that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

Section 5.13 Gender; Titles. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the

beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions.

Section 5.14 Recording. Mortgagor will cause this Mortgage and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating thereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Mortgagee shall reasonably request and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

Section 5.15 Certain Obligations of Mortgagor. Without limiting Mortgagor's obligations hereunder, Mortgagor's liability hereunder shall extend to and include all post-petition interest, expenses, and other duties and liabilities with respect to Mortgagor's obligations hereunder that would be owed but for the fact that the same may be unenforceable due to the existence of any proceeding under any Debtor Relief Laws.

Section 5.16 Counterparts. This Mortgage may be executed in several counterparts, all of which are identical, except that, to facilitate recordation, certain counterparts hereof may include only that portion of Exhibit A that contains descriptions of the properties located in (or otherwise subject to the filing requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of Exhibit A shall be included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Mortgage containing the entire Exhibit A have been retained by Mortgagor and Mortgagee and one complete copy containing the entire Exhibit A shall be recorded in Plaquemines Parish, Louisiana.

Section 5.17 Successors and Assigns. The terms, provisions, covenants, representations, indemnifications and conditions hereof shall be binding upon Mortgagor, and the successors and assigns of Mortgagor, and shall inure to the benefit of Mortgagee and the successors and assigns of Mortgagee, and shall constitute covenants running with the Mortgaged Properties. All references in this Mortgage to Mortgagor or Mortgagee shall be deemed to include all such successors and assigns.

Section 5.18 **FINAL AGREEMENT OF THE PARTIES. THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

Section 5.19 CHOICE OF LAW. THIS INSTRUMENT IS INTENDED TO BE PERFORMED IN THE STATE OF LOUISIANA, AND THE SUBSTANTIVE LAWS OF SUCH STATE AND OF THE UNITED STATES OF AMERICA SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT, AND INTERPRETATION OF THIS INSTRUMENT. PROVIDED, HOWEVER, THAT, WITH RESPECT TO MORTGAGED PROPERTY, THE LAWS OF THE PLACE IN WHICH SUCH PROPERTY IS LOCATED IN, OR OFFSHORE 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 5.20 Appearance; Resolutions. For purposes of Louisiana law, including but not limited to the availability of executory process, Mortgagor has appeared on this date before the undersigned Notary Public and witnesses in order to execute this Mortgage, and Mortgagor is attaching hereto certified resolutions of its general partner, directors or managers, as applicable, authorizing the execution and delivery of this Mortgage.

Section 5.21 Paraph. Mortgagor acknowledges that no promissory note or other instrument has been presented to the undersigned Notary Public(s) to be paraphed for identification herewith. Notwithstanding any reference herein to the Credit Agreement, or any other Loan Document, all persons dealing with the Mortgaged Properties shall be entitled to rely on any document or certificate of the Mortgagee as to the occurrence of an event, such as an Event of Default, and shall not be charged with or forced to review any provision of any other document to determine the accuracy thereof.

Section 5.22 Authority of the Mortgagee. Notwithstanding anything contained in this Mortgage to the contrary, no Lender or Affiliate (as defined in the Credit Agreement) of a Lender shall have any right individually to realize upon any of the Mortgaged Property or to enforce this Mortgage, it being understood and agreed that all powers, rights and remedies hereunder may be exercised solely by Mortgagee on behalf of the Lender Parties in accordance with the terms hereof.

Section 5.23 Indemnification. Section 9.15 of the Credit Agreement is incorporated herein *mutatis mutandis*.


Section 5.24 Excluded Assets and Limited Perfection Collateral. Notwithstanding anything to the contrary in this Mortgage, (x) the grant of a security interest and collateral assignment under this Mortgage shall not extend to and in no event shall the Mortgaged Property include any Excluded Assets, (y) in no event shall the Mortgagor be required to take any perfection action (other than the proper filing of "all asset" UCC financing statements) with respect to any Limited Perfection Collateral and (z) the representations and warranties made by the Mortgagor in this Mortgage with respect to the perfection or priority (as applicable) of the security interest and Lien granted under this Mortgage shall be deemed not to apply to any Excluded Assets or Limited Perfection Collateral with respect to which the filing of a UCC financing statement is not effective to perfect such security interest and Lien.


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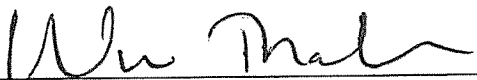
THUS DONE AND PASSED this 17th day of November, 2022, in my presence and in the presence of the undersigned competent witnesses who hereunto sign their names with Mortgagor and me, Notary, after reading of the whole.

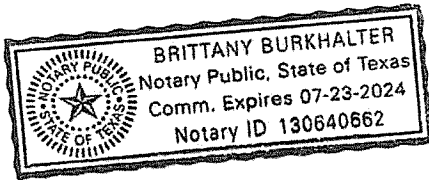
WITNESSES:

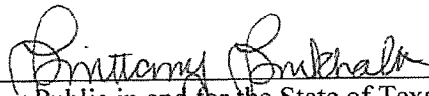
ARROWHEAD GULF COAST PIPELINE, LLC,  
a Delaware limited liability company

  
Printed Name: CHRISTOPHER J. MILLER

By:   
Name: Danielle Eveslage  
Title: Vice President and Treasurer

  
Printed Name: Will Tharheiser



  
Notary Public in and for the State of Texas  
Printed Name: Brittany Burkhalter  
My commission expires: 07-23-2024  
Residing in: Harris County  
Notarial No.: 130640662

The address of **MORTGAGOR** is:

c/o Harvest Midstream I, L.P.  
1111 Travis Street  
Houston, Texas 77002

The address of **MORTGAGEE** is:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent  
c/o Denver Loan Center – WFBNA  
Attn: Records Management  
MAC C7300-033  
1700 Lincoln Street  
Denver, CO 80203



NOTARIAL CERTIFICATION

THE STATE OF TEXAS

§  
§  
§

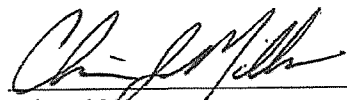
COUNTY OF HARRIS

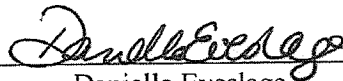
BEFORE ME, the undersigned Notary Public and the undersigned competent witnesses, personally came and appeared Danielle Eveslage, Vice President and Treasurer of ARROWHEAD GULF COAST PIPELINE, LLC, a Delaware limited liability company, who did acknowledge and declare that the foregoing resolutions are in full force and effect; have not been revoked; were adopted and are in all respects true and correct.

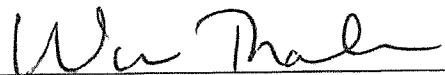
THUS DONE AND PASSED in my office in Houston, Texas, before me, the undersigned Notary Public, and the undersigned competent witnesses this 17th day of November, 2022.

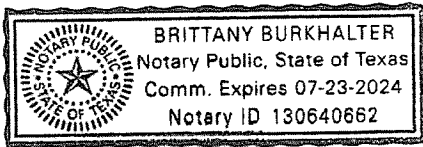
WITNESSES:

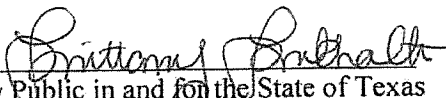
ARROWHEAD GULF COAST PIPELINE, LLC,  
a Delaware limited liability company

  
Printed Name: CHRISTOPHER J. MILLER

By:   
Name: Danielle Eveslage  
Title: Vice President and Treasurer

  
Printed Name: Will Tharkeiser



  
Notary Public in and for the State of Texas  
Printed Name: Brittany Burkhalter  
My commission expires: 07-23-2024  
Residing in: Harris County  
Notarial No.: 130640662

**HARVEST MIDSTREAM COMPANY**

**MINUTES OF A MEETING  
OF THE BOARD OF DIRECTORS**

**Credit Agreement**

**September 1, 2022**

Jeffery D. Hildebrand and Jason C. Rebrook, members of the Board of Directors (the "Board") of Harvest Midstream Company, a Texas corporation (the "Company"), constituting a quorum of the Board, held a meeting at the principal offices of the Company on August 30, 2022 and were each in attendance in person or by conference call.

**WHEREAS**, the Company is the sole general partner of Harvest Midstream I, L.P., a Texas limited partnership (the "Borrower"); and

**WHEREAS**, the Borrower is the sole member of Arrowhead Louisiana Pipeline LLC, a Texas limited liability company ("Arrowhead LA Pipeline"), Arrowhead Louisiana Gathering LLC, a Texas limited liability company ("Arrowhead LA Gathering"), Arrowhead Utica Pipeline, LLC, a Texas limited liability company ("Arrowhead Utica"), Arrowhead Pipeline Texas, LLC, a Texas limited liability company ("Arrowhead Texas"), Harvest Four Corners, LLC, a Delaware limited liability company ("Four Corners"), Harvest Marketing & Trading, LLC, a Texas limited liability company ("Marketing"), Harvest Alaska, LLC, a Delaware limited liability company ("Alaska"), EFS MST Holdings, LLC, a Delaware limited liability company ("EFS"), Arrowhead Gulf Coast Holdings, LLC, a Delaware limited liability company ("AGCH") and Arrowhead ST Holdings, LLC, a Delaware limited liability company ("ASTH");

**WHEREAS**, AGCH is the sole member of Arrowhead Gulf Coast Pipeline, LLC, a Delaware limited liability company ("AGCP") and Arrowhead Gulf Coast Midstream, LLC, a Delaware limited liability company ("AGCM");

**WHEREAS**, Arrowhead LA Pipeline is the sole member of Arrowhead Offshore Pipeline, LLC, a Texas limited liability company ("AOP");

**WHEREAS**, ASTH is the sole member of Arrowhead Eagle Ford Pipeline, LLC, a Texas limited liability company ("AEFP"), Arrowhead Gathering Company, LLC, a Texas limited liability company ("AGC"), Arrowhead Ingleside Pipeline, LLC, a Texas limited liability company ("AIP"), Arrowhead Nueces Bay, LLC, a Texas limited liability company ("ANB") and Arrowhead South Texas Pipeline, LLC, a Texas limited liability company ("ASTP");

**WHEREAS**, Alaska is the sole member of Harvest Alaska Transportation, LLC, a Delaware limited liability company ("HAT"), Cook Inlet Pipeline Line, LLC, a Delaware limited liability company ("CIPL"), Kenai Beluga Pipeline, LLC, a Delaware limited liability company ("KBP"), Northstar Pipeline Company, LLC, a Delaware limited liability company ("NPC") and Swanson River Oil Pipeline, LLC, a Delaware limited liability company ("SROP");

**WHEREAS**, Alaska and HAT each owns 50% of the membership interests in Milne Point Pipeline, LLC, an Alaskan limited liability company ("MPP"; together with Arrowhead LA Pipeline, Arrowhead LA Gathering, Arrowhead Utica, Arrowhead Texas, Four Corners, Marketing, Alaska, EFS, AGCH, ASTH, Marketing, AGCP, AGCM, AOP, AEF, AGC, AIP, ANB, ASTP, HAT, CIPL, KBP, NPC and SROP, the "Guarantors"); and

**WHEREAS**, the Borrower proposes to enter into that certain Amended and Restated Credit Agreement to be dated on or around September 15, 2022, among the Borrower, the financial institutions signatory thereto (the "Lenders"), and Wells Fargo Bank, National Association, as administrative agent, pursuant to which the Lenders have agreed to make from time to time loans to the Borrower and participate in letters of credit issued from time to time for the account of the Borrower in an amount not to exceed \$650,000,000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the understanding that capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Credit Agreement; and

**WHEREAS**, in order to induce the Lenders to enter into the Credit Agreement and to make such loans to the Borrower and participate in such letters of credit issued for the account of the Borrower and/or any applicable Restricted Subsidiary of the Borrower, the Guarantors are willing to guarantee the obligations of the Borrower and the other Credit Parties; and

**WHEREAS**, the Borrower and each of the Guarantors desire to enter into certain Notes, Security Documents and all other agreements, instruments and documents contemplated by the Credit Agreement, including, without limitation, security agreements, notes, warrants, guaranties, mortgages, deeds of trust, control agreements, subordination agreements, pledges, powers of attorney, consents, assignments, collateral assignments, letter agreements, contracts, notices, leases, amendments, financing statements and other documents and agreements executed by the Company, in its corporate capacity and in its capacity as the general partner of the Borrower, by each Guarantor, as the case may be, in connection with or relating to the Credit Agreement (collectively, with the Credit Agreement, the "Loan Documents"); and

**WHEREAS**, in connection with the foregoing, the Borrower or certain of its subsidiaries may enter into one or more (i) Hedge Agreement with any member of the Lender Group, any Affiliate of any member of the Lender Group or any Approved Counterparty and (ii) Cash Management Agreements with any Lender, the Administrative Agent or any Affiliate of a Lender or the Administrative Agent, in each case, as set forth in the Credit Agreement; and

**WHEREAS**, the Board deems it to be in the best interests of the Borrower and the Guarantors that the Borrower and the Guarantors enter into the Loan Documents to which the Borrower and the Guarantors are, respectively, a party, that the Borrower or certain of its subsidiaries enter into from time to time agreements or derivative transactions (including but not limited to swaps, collars, floors, caps, futures, call options or other contracts) evidencing the Hedges, whether entered into concurrently with the execution and delivery of the Credit Agreement, or heretofore or hereafter entered into (the "Hedge Agreements") and that the Borrower or certain of its subsidiaries enter into from time to time the Cash Management Agreements, and perform all of the obligations contemplated in connection therewith;

**NOW, THEREFORE, BE IT RESOLVED**, that the form, terms and provisions of the Loan Documents, any Hedge Agreement and any Cash Management Agreement to which the Borrower or any of the Guarantors is, respectively, a party be, and they hereby are, authorized and approved in all respects on terms substantially similar to those presented to the Board for its review, together with such changes, additions or deletions as the officer or officers of the Company executing the same shall approve, such approval to be conclusively evidenced by his or her or their execution and delivery thereof; and

**FURTHER RESOLVED**, that the Borrower is hereby authorized to obtain from time to time the loans and letters of credit from the Lenders under the terms and conditions of the Credit Agreement, and that the Borrower and the Guarantors are hereby authorized to enter into the Loan Documents to which the Borrower and the Guarantors are, respectively, a party, and that the Borrower or certain of its subsidiaries is hereby authorized to enter into the Hedge Agreements; and

**FURTHER RESOLVED**, that the President, the Chief Executive Officer, the Chief Financial Officer, any Vice President, the Secretary and any other officer of (i) the Company (such officers being the "*Company's Authorized Officers*") acting individually, in the name and on behalf of the Company, in its corporate capacity and in its capacity as the general partner of the Borrower and (ii) each Guarantor (such officers being the "Guarantor's Authorized Officers, together with the Company's Authorized Officers, the "*Authorized Officers*"), acting individually, in the name and on behalf of such Guarantor, be, and each of them hereby is, authorized and empowered, as the case may be, to negotiate, prepare, execute, deliver and perform, with respect to the Company for itself and on behalf of the Borrower and with respect to each Guarantor, for itself, as applicable, the Loan Documents, the Hedge Agreements, the Cash Management Agreements and any other related agreements (together with such changes, additions or deletions as the Authorized Officers executing same shall approve, such approval to be conclusively evidenced by his or her or their execution and delivery thereof) and consummate the transactions contemplated thereby and to cause the Borrower and the Guarantors to perform under and consummate the transactions as contemplated by the Loan Documents, the Hedge Agreements, the Cash Management Agreements or any other related agreements; and

**FURTHER RESOLVED**, that the Company's Authorized Officers acting individually, on behalf of the Company, and in its corporate capacity and in its capacity as the general partner of the Borrower, and the Guarantor's Authorized Officers acting individually, on behalf of the applicable Guarantor, as the case may be, hereby are authorized and empowered to negotiate, prepare, execute, deliver and perform such agreements, documents and other instruments, to pay or cause to be paid any and all related costs, fees and expenses with respect to the Company for itself and on behalf of the Borrower and with respect to each Guarantor, for itself, as the case may be, to execute and deliver or cause to be executed and delivered such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, undertakings, supplements, amendments (including any amendment that increases the amount of the Obligations under the Credit Agreement or any other Loan Document), waivers, further assurances or other instruments or communications (to which the corporate seal of the Company may be affixed) or otherwise, and to take any and all such further actions and incur such expenses in the name of the Company and/or in the name of and on behalf of the Borrower and the Guarantors as any such Authorized Officer, in his or her discretion, shall deem necessary or advisable to effect and to carry out the intent of the foregoing resolutions and the transactions contemplated thereby, the taking of such action and the negotiation, preparation,

execution and delivery and performance of any such agreements, documents and other instruments or the performance of any such act shall be conclusive evidence of the approval of the Board thereof and all matters relating thereto; and

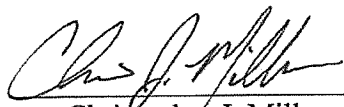
**FURTHER RESOLVED**, that the execution by any of the Authorized Officers of any document authorized by any of the foregoing resolutions or any document executed in accomplishment of any action or actions so authorized, is the enforceable and binding act and obligation of the Borrower and the Guarantors without the necessity of the signature or attestation of any other officer of the Company or the affixing of the corporate seal; and

**FURTHER RESOLVED**, that any and all actions taken by or on behalf of the Authorized Officers, on behalf of the Company, the Borrower or the other Guarantors, as the case may be, prior to the adoption of these resolutions which are within the authority conferred by these resolutions are hereby in all respects authorized, adopted, ratified, confirmed and approved; and

**FURTHER RESOLVED**, that the Secretary of the Company is hereby authorized and directed to certify a copy of these resolutions; and

**FURTHER RESOLVED**, that if any party requires that the authorizations of any of the foregoing transactions be presented in another form of resolutions, such resolutions, in such form as may be approved by the Authorized Officers, shall be deemed to have been adopted hereby by the Board as of the date hereof.

After adopting the foregoing resolutions and resolutions with respect to certain other business, the meeting was adjourned on September 1, 2022.

A handwritten signature in black ink, appearing to read "Chris J. Miller", written over a horizontal line.

Christopher J. Miller  
Secretary

EXHIBIT A TO MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT,  
FIXTURE FILING AND FINANCING STATEMENT, DATED  
AS OF NOVEMBER 17, 2022, FROM MORTGAGOR  
TO WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT,  
MORTGAGEE

List of Properties

1. Some of the land descriptions in this Exhibit A may refer only to a portion of the land covered by a particular lease or easement. This instrument is not limited to the land described in Exhibit A but is intended to cover the entire interest of the Mortgagor in any lease or easement described in Exhibit A even if such interest relates to land not described in Exhibit A. Reference is made to the land descriptions contained in the documents of title recorded as described in this Exhibit A. To the extent that the land descriptions in this Exhibit A are incomplete, incorrect or not legally sufficient, the land descriptions contained in the documents so recorded are incorporated herein by this reference.

2. References in Exhibit A to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the parish or parishes in which the mortgaged property is located and in which records such documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records, Mortgage Records, Conveyance Records or other records.

3. A statement herein that a certain interest described herein is subject to the terms of certain described or referred to agreements, instruments or other matters shall not operate to subject such interest to any such agreement, instrument or other matter except to the extent that such agreement, instrument or matter is otherwise valid and presently subsisting nor shall such statement be deemed to constitute a recognition by the parties hereto that any such agreement, instrument or other matter is valid and presently subsisting.

**EXHIBIT A**  
**Eugene Island Pipeline**  
**St. Mary Parish, Louisiana and**  
**Federal Offshore Louisiana (Gulf of Mexico)**

**St Mary Parish, Louisiana:**

Item No.	File No.	Instrument	Grantor	Grantee	Doc Date	Book	Page	Document Number	Description
1.	210-0019	ROW	St Mary Land & Exploration Co	Plains Pipeline LP	8/1/2009	196	241	305476	137.17 rods, 4.11 acres, Secs 10 & 15-T17S-R9E, see plat attached
2.	210-0001	NO OBJ	US Department of the Army, Corps of Engineers	Magnolia Petroleum Co	9/6/1955				Secs 4, 9-T16S-R10E, Crossing Bayou Sale East Levee
3.	210-0002	ROW	State of Louisiana	Magnolia Petroleum Co, et al (El Paso Merchant Energy-Petroleum Co assigned to Plains Pipeline LP)	9/20/1954	8-Y	524	91521	14,959.72 rods, Sec 16-T17S-R9E, from offshore to shoreline of East Cote Blanche Bay
4.	210-0003	PERMIT	St Mary Parish Police Jury	Magnolia Petroleum Co	7/19/1954				1789.82 rods, Sec 10-T17S-R9E, crossing Bayou Sale
5.	210-0004	ROW	St Mary Parish Land Co	Magnolia Petroleum Co	9/22/1954	8-Y	525	91522	160.7 rods, Secs 9, 10 & 16-T17S-R9E
6.	210-0005	PERMIT	Louisiana Hwy Dept	Magnolia Petroleum Co	8/10/1954				Sec 10-T17S-R9E, crossing Hwy 60



7.	210-0006	PERMIT	Louisiana Hwy Dept	Magnolia Petroleum Co	6/14/1972					Sec 10-T17S-R9E, crossing Hwy 317 with 2" water line
8.	210-0008	ROW	St Mary Parish Land Co	Mobil Oil Corp	5/22/1972	17-G	764	150749		22.85 rods, Sec 9, 10-T17S-R9E, 2" water line
9.	210-0009	AGRMT	Central Louisiana Electric Co (CLECO)	Magnolia Petroleum Co	10/14/1955					SW/4 Sec 10-T17S-R9E, electric service to terminal facility
10.	210-0010	ROW	St Mary Parish Land Co	Magnolia Petroleum Co	8/15/1955	9-F	111	93303		906 total rods Secs 2, 3 & 10-T17S-R9E Sec 18-T16S-R9E
11.	210-0011	ROW	Margaret W Bauer, Lucille Wooster Smith, Adlia Wooster Hogan, Alice Wooster Fell	Magnolia Petroleum Co	5/7/1955	9-C	630	92849		Secs 9, 10, 11, 12, 13, 14 All in T16S-R9E
12.	210-0012	ROW	W K Smardon	Magnolia Petroleum Co	5/27/1955	9-C	631	92850		Lots 1 & 2 in Sec 8 and Lot 5 in Sec 9-T16S-R9E
13.	210-0013	ROW	W E Peltier Sr	Magnolia Petroleum Co	5/24/1955	9-C	633	92851		Lots 3 & 4 in Sec 9-T16S-R9E
14.	210-0014	ROW	The J M Burguieres Co Ltd	Magnolia Petroleum Co	6/30/1955	9-C	626	92848		Secs 5, 6, 7-T16S-R9E Secs 4, 5, 8 & 9-T16S-R10E
15.	210-0014	AMD	The J M Burguieres Co Ltd	Magnolia Petroleum Co	9/12/1955					Secs 5, 6, 7-T16S-R9E Secs 4, 5, 8 & 9-T16S-R10E

16.	210-0016	ROW	The J M Burguieres Co Ltd	Mobil Oil Corp	11/26/1974	18-U	147	160666	83.5 rods, Sec 4-T16S-R10E, 2" water line for use at Burns Dock
17.	210-0017	PERMIT	US Department of the Army, Corps of Engineers	Magnolia Petroleum Co	8/17/1955				Sec 4-T16S-R10E, Intracoastal Waterway dock facility, Burns Dock
18.	210-0018	PERMIT	US Department of the Army, Corps of Engineers	Magnolia Petroleum Co	9/21/1954				Outer Continental Shelf (OCS), crossing Atchafalaya Bay & Gulf of Mexico
19.	11-0083	LEASE	SM Energy Company formerly known as St Mary Land & Exploration Co	Plains Pipeline LP	11/1/2014	304	9	320219	Burns Terminal: 38.11 acres, Secs 10, 15-T17S-R9E

**FEE PROPERTY**

St. Mary Parish, Louisiana									
Item No.	File No.	Instrument	Grantor	Grantee	Doc Date	Book	Page	Document Number	Description
1.	210-0015	DEED	El Paso Merchant Energy Petroleum Company	All American Pipeline LP	6/13/2003	53	477	284890	Burns Dock: 24.8 acres, Secs 4, 5-T16S-R10E
2.	210-0015	DEED	Stone Energy Corporation	Plains Pipeline LP	3/1/2004	229	523	309989	Burns Dock: 24.8 acres, Secs 4 and 5-T16S-R10E

**Federal Offshore Louisiana (Gulf of Mexico)**

Item No.	File No.	Instrument	Grantor	Grantee	Doc Date	Book	Page	Document Number	Description
1.	01-0915	PERMIT	US Department of the Interior, US Geological Survey	Magnolia Petroleum Company	8/23/1954				ROW OCS-G 7120: Segment I - Blocks 129, 128, 118, 119 and 120 Eugene Island Area being those Eugene Island Area Blocks between the Separation Platform on Block 29 and the Machine Platform on Block 120 Eugene Island Area. <b>(ROW has been relinquished and pipeline has been abandoned and decommissioned)</b>
2.	01-0915	PERMIT	US Department of the Interior, US Geological Survey	Magnolia Petroleum Company	8/23/1954				ROW OCS-G 7121: Segment II - Blocks 120, 119, 106, 107, 98, 85, 86, 75, 74, 65, 52 and 51 Eugene Island Area being those Eugene Island Area Blocks between the Machine Platform on Block 120 to Platform "B" on Block 51 Eugene Island Area.
3.	01-0915	PERMIT	US Department of the Interior, US Geological Survey	Magnolia Petroleum Company	8/23/1954				ROW OCS-G 7122: Segment III - Blocks 51, 44, 29, 30 and 21 Eugene Island Area being those Eugene Island Area Blocks from Platform "B" on Block 51 Eugene Island Area to the Burns Shore Facility, Eugene Island Area, Offshore, Louisiana.