

SIMPSON THACHER & BARTLETT LLP
600 TRAVIS ST., STE 5400
HOUSTON, TX 77002

RECEIVED
ADJUDICATION SECTION
JUN 13 2025

DIRECT DIAL NUMBER
(713) 821-5637

June 12, 2025

Re: BOEM Category 1, Required Filing

**Document: Mortgage, Fixture Filing, Assignment of
As-Extracted Collateral, Security Agreement
and Financing Statement**

**Leases: OCS-G 05868, 05871, 06981, 09873, 09883,
12166, 14653, 36972**

Bureau of Ocean Energy Management
1201 Elmwood Park Blvd.
New Orleans, LA 70123-2394

Attention: Adjudication

Dear Bureau:

Enclosed are duplicate copies of a Supplement to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement with ECP GOM III, LLC as Mortgagor and Wilmington Trust, National Association as Mortgagee and Collateral Agent covering the referenced leases. Please have this document filed as a **Category 1 Mortgage/Deed of Trust** required filing and return the duplicate copy to me with the stamped filing information.

Also enclosed is the receipt of the online payment with pay.gov. Thank you and if you have any questions, please call me at 713-821-5637.

Best Regards,

Cameron Bettis

Landman

Enclosures

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Simpson Thacher & Bartlett LLP
600 Travis Street, Suite 5400
Houston, Texas 77002
Attn: Cameron Bettis

RECEIVED
ADJUDICATION SECTION
JUN 13 2025

Space above for Parish Recorder's Use

BE IT KNOWN that, on this 3rd day of June, 2025 (the “Effective Date”) in the State and County referenced on the Mortgagor’s and the Mortgagee’s signature page below, and in the presence of the undersigned competent witnesses and the undersigned notary public, personally came and appeared:

ECP GOM III, LLC, a Delaware limited partnership (“Mortgagor”), whose address is 11 Greenway Plaza, Suite 2010, 12377, Houston, Texas 77046, Attention: David M. Dunwoody, Jr., Managing Partner and whose organizational identification number is 2023294328, represented herein by an undersigned officer duly authorized by the Mortgagor, and

WILMINGTON TRUST, NATIONAL ASSOCIATION, solely in its capacity as collateral agent under the Intercreditor Agreement (in such capacity, the “Mortgagee” or the “Collateral Agent”), for its benefit and the benefit of the other Secured Parties (as defined in the Note Purchase Agreement (as defined below)) with respect to all Mortgaged Property (as defined in the Mortgage (as defined below)) located in or adjacent to the State of Louisiana and for its benefit with respect to all UCC Collateral (as defined in the Mortgage), whose address is 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota 55402, Attention: Megan Funk, represented herein by an undersigned officer duly authorized by the Mortgagee

who, being duly sworn, did declare and acknowledge that Mortgagor and Mortgagee each desire to execute and deliver this **SUPPLEMENT TO MORTGAGE, FIXTURE FILING, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT AND FINANCING STATEMENT** (this “Supplement”) and hereby declares as follows:

RECITALS

A. Reference is made to that certain Note Purchase Agreement, dated as of April 15, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among the Mortgagor, the Collateral Agent, ECP URSA I HOLDINGS, LLC, a Delaware limited liability company, the note holders party thereto from time to time (the “Holders”), Wilmington Trust, National Association, as agent (in such capacity, the “Agent”) and the other parties thereto from time to time, pursuant to which the Holders agreed to purchase Notes (as defined therein) pursuant to the terms and conditions set forth in the Note Purchase Agreement.

B. In order to, among other things, appoint the Collateral Agent as such and specify the relative rights and remedies of the Secured Parties with respect to the Collateral (as defined in the Note Purchase Agreement), the Mortgagor and the Guarantors (as defined in the Note Purchase Agreement) have entered into that certain Collateral Agency and Amended and Restated Intercreditor Agreement, dated as of September 5, 2024 (the “Intercreditor Agreement”), among BP Energy Company, the Mortgagor, the Guarantors, Wilmington Trust, National Association, as Note Agent (as defined therein), Capital One, National Association, as Revolver Agent (as defined therein) and the Collateral Agent.

C. The Note Purchase Agreement is secured by, among other things, that certain Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement, dated as of July 26, 2024 (as amended by that certain First Amendment to Mortgage Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Existing Mortgage”; the Existing Mortgage, as amended, restated, amended and restated, supplemented or otherwise modified from time to time (including by this Supplement), the “Mortgage”), from Mortgagor in favor of Mortgagee for its benefit and the benefit of the other Secured Parties with respect to all Mortgaged Property located in or adjacent to the State of Louisiana and for its benefit with respect to all UCC Collateral, as more particularly described on, and recorded in the jurisdictions referenced on Schedule I attached hereto.

D. Mortgagor and Mortgagee now desire to supplement the Existing Mortgage and Exhibit A thereto to make subject to the lien and security interest of the Existing Mortgage the Additional Mortgaged Properties (as defined below).

NOW, THEREFORE, in view of the foregoing, Mortgagor and Mortgagee do hereby agree as follows:

1. Each capitalized term used in this Supplement and not defined in this Supplement shall have the meaning ascribed to such term in the Existing Mortgage.

2. All references in the Existing Mortgage to “this Mortgage”, as defined in the opening paragraph of the Existing Mortgage shall mean the Existing Mortgage as supplemented hereby and as the same may from time to time be further supplemented or amended. All references in the Existing Mortgage to “Exhibit A” shall mean Exhibit A to the Existing Mortgage, as supplemented by Exhibit A attached to this Supplement and as the same may from time to time be further supplemented or amended. All references in the Mortgage to “Mortgaged Properties” shall include the Additional Mortgaged Properties.

3. Mortgagor Confirmation and Ratifications.

(a) The Mortgagor hereby confirms and ratifies that, pursuant to the terms of the Existing Mortgage, it GRANTED, BARGAINED, SOLD, WARRANTED, MORTGAGED, ASSIGNED, TRANSFERRED, PLEDGED, HYPOTHECATED and CONVEYED AND GRANTED A POWER OF SALE to the Mortgagee pursuant to the Existing Mortgage all of the Mortgagor’s Mortgaged Property located in (or cover or relate to properties located in) the State

of Louisiana, or which are located within (or cover or relate to properties located within) the Outer Continental Shelf or other offshore area adjacent to the State of Louisiana over which the United States of America asserts jurisdiction and to which the laws of the State of Louisiana are applicable, as security for the full and complete payment and performance of the Secured Obligations.

(b) The Mortgagor hereby (i) ratifies and confirms all of its obligations, liabilities and duties under the Existing Mortgage, (ii) confirms that the Existing Mortgage remains in full force and effect and its obligations and covenants thereunder remain enforceable against the Mortgagor, except as expressly modified hereby; (iii) ratifies and confirms the pledge, grant and assignment of a security interest in and lien on the Mortgaged Property and the assignment of As-Extracted Collateral and the proceeds therefrom, upon the terms and conditions set forth in the Existing Mortgage, except as to or in respect of any Mortgaged Property released therefrom by the Mortgagee prior to the date hereof; and (iv) ratifies and confirms that any and all covenants, indebtedness, liabilities or obligations incurred or arising pursuant to the Note Purchase Agreement or any other Note Document and all indebtedness and other obligations constituting the Secured Obligations continue to constitute Secured Obligations under, and to be secured by, the Existing Mortgage.

(c) Grant of Liens. Without impairing the validity or priority of the Existing Mortgage, to secure payment and performance of the Secured Obligations and the performance of the covenants and obligations herein contained, the Mortgagor does by these presents hereby GRANT, BARGAIN, SELL, WARRANT, MORTGAGE, ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE and CONVEY AND GRANT A POWER OF SALE and right of entry and possession, to the Mortgagee, for the use and benefit of the Mortgagee and the other Secured Parties, with mortgage covenants, and upon the statutory mortgage condition for the breach of which this Supplement may be subject to foreclosure as provided by applicable law, all of the following described Properties, rights, titles, interests and estates located in (or cover or relate to properties located in) the State of Louisiana, or which are located within (or cover or relate to properties located within) the Outer Continental Shelf or other offshore area adjacent to the State of Louisiana over which the United States of America asserts jurisdiction and to which the laws of the State of Louisiana are applicable with respect to this Supplement and/or the Liens created hereby (collectively, the “Additional Mortgaged Property”), TO HAVE AND TO HOLD unto the Mortgagee forever to secure the Secured Obligations:

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

(b) All Properties, 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 Properties, 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 Mortgagee is authorized to receive the same at any time as additional security hereunder.

(e) All Properties, rights, titles, interests and estates of every nature whatsoever now owned or hereafter acquired by the Mortgagor in and to the Oil and Gas Properties, including those described on Exhibit A and all other Properties, rights, titles, interests and estates now owned or hereafter acquired by the Mortgagor and every part and parcel thereof, including, without limitation, any Properties, 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 Excepted Liens 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 Properties, 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 Properties, rights, titles, interests or estates.

Without limiting the scope of the foregoing grant, for clarity, it is noted that at a minimum it is the intention of the Mortgagor and the Mortgagee herein to cover and affect hereby all interests which the Mortgagor may now own or may hereafter acquire in and to the interests and Property described on Exhibit A, even though the Mortgagor's interests or the Property may be incorrectly described on Exhibit A or a description of a part of all of the interests or property described on Exhibit A or the Mortgagor's interests therein be omitted, and notwithstanding that the interests as specified on Exhibit A may be limited to particular lands, specified depths or particular types of property interests.

Notwithstanding any provision in this Supplement to the contrary, in no event 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 "Additional Mortgaged Property" and no Building or Manufactured (Mobile) Home is hereby encumbered by this Supplement; *provided* that (i) the Mortgagor's interests in all lands and Hydrocarbons situated under any such Building or Manufactured (Mobile) Home is included in the definition of "Additional Mortgaged Property" and is encumbered by this Supplement and (ii) the Mortgagor agrees not to permit to exist any Lien on any Building or Manufactured (Mobile) Home except the Excepted Liens.

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 of the Existing Mortgage and shall in no manner limit the quantum of interest affected by this Section 3 with respect to any Oil and Gas Property or with respect to any unit or well identified on Exhibit A.

4. Assignment.

(a) Without impairing the validity or priority of the Existing Mortgage, the Mortgagor hereby confirms that it has absolutely and unconditionally assigned, transferred, conveyed and granted a security interest to, and does hereby absolutely and unconditionally assign, transfer, convey and grant a security interest unto the Mortgagee for its benefit and the benefit of the other Secured Parties in and to the property described in:

(i) Section 3 of this Supplement, including all of its As-Extracted Collateral;

(ii) the revenues and proceeds now and hereafter attributable to such Mortgaged Property, including the Hydrocarbons, and said products and all payments in lieu thereof, 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 Property and all amounts, sums, monies, revenues and income which become payable to the Mortgagor from, or with respect to, any of the Mortgaged Property, present or future, now or hereafter constituting a part of the Hydrocarbon Interests.

5. Representations and Warranties. The parties hereto hereby acknowledge and agree that except as specifically amended, changed or modified hereby, the Existing Mortgage shall remain in full force and effect in accordance with its terms. None of the rights, titles and interests existing and to exist under the Mortgage are hereby released, diminished or impaired, and Mortgagor hereby reaffirms all covenants, representations and warranties made in the Mortgage (as supplemented hereby).

6. General Confirmation and Ratification. After giving effect to this Supplement, the Mortgagor hereby (a) acknowledges, ratifies and confirms all of its obligations, liabilities and duties under the Mortgage and each other Note Document to which it is a party, (b) agrees that the Mortgage and each of the other Note Documents to which it is a party remains in full force and effect and its obligations and covenants thereunder remain enforceable against the Mortgagor, and (c) acknowledges and agrees that any and all indebtedness, liabilities or obligations arising under or in connection with the Notes or the Note Purchase Agreement or any other Secured Obligations are secured indebtedness under, and are secured by, this Supplement and the Existing Mortgage (as supplemented by this Supplement) and each and every other Collateral Document (as defined in the Note Purchase Agreement) to which it is a party. This instrument shall not constitute or be deemed to be a novation or discharge of the Existing Mortgage or any indebtedness secured thereby.

7. Note Document. This Supplement is a “Collateral Document” as defined and described in the Note Purchase Agreement.

8. Financing Statement; Fixture Filing. This Supplement 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 Supplement 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. Notwithstanding the foregoing, the Mortgagee is authorized to make all such required filings, but shall have no obligation to make such filings, or to otherwise perfect or maintain the perfection of the security interest in the Collateral.

9. Counterparts. Section 6.08 (*Counterparts*) of the Existing Mortgage shall apply to this Supplement, *mutatis mutandis*, as if it was set forth herein.

10. Governing Law. Section 6.09 (*Governing Law*) of the Existing Mortgage shall apply to this Supplement, *mutatis mutandis*, as if it was set forth herein.

11. Intercreditor Agreement. Section 6.17 (*Intercreditor Agreement*) of the Existing Mortgage shall apply to this Supplement, *mutatis mutandis*, as if it was set forth herein.

12. Concerning the Mortgagee. Wilmington Trust, National Association, is entering into this Supplement solely in its capacity as Collateral Agent under the Intercreditor Agreement and not in its individual or corporate capacity. In acting hereunder and under the Mortgage, the Mortgagee shall be entitled to all of the rights, privileges, immunities and indemnities of the Collateral Agent set forth in the Intercreditor Agreement, the Note Purchase Agreement and the other Secured Transaction Documents as though fully set forth herein. Any reference herein or on the Mortgage to the Collateral Agent being authorized to take an action shall refer to the Collateral Agent being authorized to take such action in accordance with the Intercreditor Agreement and the Note Purchase Agreement. Any reference herein or in the Mortgage to the Collateral Agent making a determination shall refer to the Collateral Agent making such determination in accordance with the Intercreditor Agreement and the Note Purchase Agreement. Any reference herein or in the Mortgage to the Collateral Agent exercising discretion shall refer to the Collateral Agent exercising such discretion in accordance with the Intercreditor Agreement and the Note Purchase Agreement.

[Signature Pages Follow]

Thus Done and Passed by the Mortgagor in Harris County, Texas, on this 5th day of June, 2025 to be effective as of the Effective Date, before the undersigned Notary Public and the undersigned, competent witnesses.

MORTGAGOR:

ECP GOM III, LLC

By: 

Name: DAVID M. DUNWOODY, JR.

Title: CEO

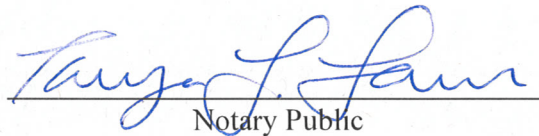
WITNESSES:

Signature: 

Name printed: Brad Kroth

Signature: 

Name printed: Will Gann

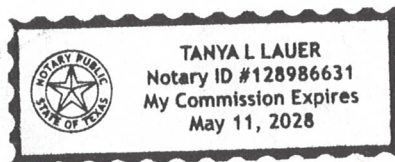

Notary Public

Full name printed: Tanya L. Lauer

Notarial Identification No. 128986631

My commission expires May 11, 2028

[SEAL:]




Thus Done and Passed by the Mortgagor in Hennepin County, Minnesota, on this 9th day of June, 2025 to be effective as of the Effective Date, before the undersigned Notary Public and the undersigned, competent witnesses.

MORTGAGEE:

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

By:
Name:
Title:


David Bergstrom
Vice President

WITNESSES:

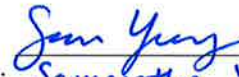
Signature:

Name printed:


Trifon Theodosopoulos

Signature:

Name printed:


Samantha Young



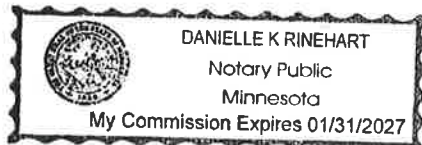
Notary Public

Full name printed: Danielle K Rinehart

Notarial Identification No. 1304555400038

My commission expires 01/31/2027

[SEAL:]



SCHEDULE I

1. Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of July 26, 2024 by ECP GOM III, LLC for the benefit of Wilmington Trust, National Association, as Mortgagee and Collateral Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, LA	#2024-00003294; MOB 856, Page 604	7/29/2024

1. First Amendment to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated as of September 5, 2024 by ECP GOM III, LLC for the benefit of Wilmington Trust, National Association, as Mortgagee and Collateral Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, LA	#2024-00003735; MOB 857, Page 1070	9/13/2024

Exhibit A

See attached.

Exhibit A to Mortgage

I. Leases

Lease No.	Description	Plaquemines Recordation
OCS-G 05868	All of Block 809, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	File No. 2024-00001068 Book 1475 Page 72
OCS-G 05871	All of Block 853, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	File No. 2024-00001069 Book 1475 Page 90
OCS-G 06981	All of Block 808, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	File No. 2024-00001070 Book 1475 Page 108
OCS-G 09873	All of Block 810, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	File No. 2024 -00001071 Book 1475 Page 138
OCS-G 09883	All of Block 854, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	File No. 2024- 00001072 Book 1475 Page 156
OCS-G 12166	All of Block 765, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	File No. 2024-00001073 Book 1475 Page 174
OCS-G 14653	All of Block 766, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	File No. 2024-00001074 Book 1475 Page 193
OCS-G 36972	All of Block 852, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	File No. 2024-00001075 Book 1475 Page 208

II. Wells

Field	Lease	Well API No.	Well ID	WI	NRI
URSA	OCS-G 12166	608174059704	MC 765 A010	15.96%	13.965%
URSA	OCS-G 12166	608174109103	MC 765 P005	15.96%	13.965%
URSA	OCS-G 12166	608174098802	MC 765 P003	15.96%	13.965%
URSA	OCS-G 12166	608174129700	MC 765 P008	15.96%	13.965%
URSA	OCS-G 12166	608174137000	MC 765 P009	15.96%	13.965%
URSA	OCS-G 12166	608174100502	MC 765 P004	15.96%	13.965%
URSA	OCS-G 12166	608174088206	MC 765PI002	15.96%	13.965%
URSA	OCS-G 12166	608174143302	MC 765 P011	15.96%	13.965%
URSA	OCS-G 12166	608174143201	MC 765PI003	15.96%	13.965%
URSA	OCS-G 14653	608174096302	MC 766 P002	15.96%	13.965%
URSA	OCS-G 14653	608174125401	MC 766 P006	15.96%	13.965%
URSA	OCS-G 06981	608174115502	MC 808 P007	15.96%	13.965%
URSA	OCS-G 05868	608174059600	MC 809 A008	15.96%	13.965%
URSA	OCS-G 05868	608174059500	MC 809 A007	15.96%	13.965%
URSA	OCS-G 05868	608174058601	MC 809 A011	15.96%	13.965%
URSA	OCS-G 05868	608174058101	MC 809 A012	15.96%	13.965%
URSA	OCS-G 05868	608174058900	MC 809 A001	15.96%	13.965%
URSA	OCS-G 05868	608174112603	MC 809 UI002	15.96%	13.965%
URSA	OCS-G 05868	608174145600	MC 809 P012	15.96%	13.965%

URSA	OCS-G 09873	608174112305	MC 810 PI001	15.96%	13.965%
URSA	OCS-G 09873	608174138601	MC 810 UI004	15.96%	13.965%
URSA	OCS-G 05871	608174059403	MC 853 A006	15.96%	13.965%
URSA	OCS-G 05871	608174059000	MC 853 A002	15.96%	13.965%
URSA	OCS-G 09883	608174059204	MC 854 A004	15.96%	13.965%
URSA	OCS-G 09883	608174060201	MC 854 A009	15.96%	13.965%
URSA	OCS-G 09883	608174059300	MC 854 A005	15.96%	13.965%
URSA	OCS-G 09883	608174059101	MC 854 A003	15.96%	13.965%

III. Other Interests

That certain 20.112% equity ownership interest in and to Ursa Oil Pipeline Company, LLC.