

**Matthew Lea**

Partner  
+1.713.890.5107  
matthew.lea@morganlewis.com

December 29, 2025

**Via Email**

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

**Re: Kosmos Energy Gulf of Mexico Operations, LLC (Mortgages — AL, LA and MS)**

Dear Sir or Madam:

In connection with the above-referenced matter, enclosed for filing are the recorded copies of the mortgages filed in Alabama, Louisiana and Mississippi as more particularly described below:

<b>Category:</b>	1 — Mortgage, Deed of Trust, Security Agreement
<b>Names of Documents:</b>	Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement (AL Mortgage)  Multiple Indebtedness Mortgage, Assignment of Production and Security Agreement (LA Mortgage)  Deed of Trust, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement (MS Mortgage)
<b>Dates of Documents:</b>	Dated September 24, 2025, Effective October 1, 2025
<b>Mortgagor/Grantor:</b>	Kosmos Energy Gulf of Mexico Operations, LLC
<b>Mortgagee/Beneficiary:</b>	Ankura Trust Company, LLC
<b>Trustee (MS Mortgage):</b>	Ann Taylor

**Morgan, Lewis & Bockius LLP**

1000 Louisiana Street  
Suite 4000  
Houston, TX 77002  
United States

**T** +1.713.890.5000  
**F** +1.713.890.5001

**Lease Nos.:** OCS-G Leases 18292, 21176, 22868, 22877, 24059,  
24060, 24064, 24102, 24107, 26664, 33242, 34441,  
36060, 36061, 36283, 36694, 37782

**Area/Blocks:** As indicated in the AL, LA and MS Leases.

**Filing Party:** Morgan, Lewis & Bockius LLP

Please file these documents as Non-Required Category 1 documents and return acknowledgment stamped copies to me via email.

Also enclosed is confirmation of the online payment at Pay.gov in the amount of \$646. If you have any questions, please do not hesitate to call me at 713-890-5107.

Sincerely,

s/ Matthew Lea

Matthew Lea

ML  
Enclosures



RECEIVED  
ADJUDICATION SECTION  
DEC 29 2025

**ALABAMA MORTGAGE – ONE (1) RECORDED COPY**

RECEIVED  
ADJUDICATION SECTION  
DEC 29 2025

*Execution Version*

Inst. # 2025059373 Pages: 1 of 58 Doc: M  
I certify this instrument filed on 10/2/2025 10:05 AM  
C. Mark Erwin, Judge of Probate  
Mobile County, AL. Rec: \$158.00  
MtgTx: \$184,537.50  
Clerk: KSTOJANIK

**2213771**



BALDWIN COUNTY, ALABAMA  
HARRY D'OLIVE, JR. PROBATE JUDGE  
Filed/cert. 10/02/2025 11:00 AM  
TOTAL \$187.00 59 Pages

**THIS INSTRUMENT WAS PREPARED BY:**

Morgan, Lewis & Bockius LLP  
1000 Louisiana Street, Suite 4000  
Houston, Texas 77002  
Attention: Matthew D. Lea

After recording, please return to the above.

**REVIEWED FOR COMPLIANCE  
WITH RECORDING REQUIREMENTS:**

Raymond G. Russell  
Adams & Reese LLP  
RSA Battle House Tower  
11 North Water Street, Suite 23200  
Mobile, Alabama 36602  
Phone: 251-650-0886

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

**FROM**

**KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC**  
(Mortgagor and Debtor)  
(Organizational ID: 5303207)

**TO**

**ANKURA TRUST COMPANY, LLC**  
(Mortgagee and Secured Party)  
September 24, 2025

THIS INSTRUMENT IS A MULTIPLE INDEBTEDNESS MORTGAGE.

THIS INSTRUMENT COVERS FUTURE ADVANCES.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

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

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

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**ATTENTION RECORDING OFFICER:** This instrument is a mortgage of both real/immovable and personal/movable property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code in effect in the State of Alabama. This instrument creates a lien on rights in or relating to lands of Mortgagor that are described on Exhibit A attached hereto and made a part hereof and in instruments and documents described on such Exhibit A.

**THIS MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT** (this “Mortgage”) is entered into as of September 24, 2025 (the “Effective Date”) by **KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC**, a Delaware limited liability company with offices c/o Kosmos Energy Ltd., 8176 Park Lane, Suite 500, Dallas, Texas 75231 (“Mortgagor”), represented herein by its undersigned officer, and Ankura Trust Company, LLC, a New Hampshire limited liability company with offices at 140 Sherman Street, Fairfield, CT 06824, as Collateral Agent (“Mortgagee”), for the benefit of the Secured Parties.

RECITALS

A. This Mortgage is executed and delivered by Mortgagor to and in favor of Mortgagee for the benefit of the Secured Parties.

B. Mortgagor is party to that certain Senior Secured Term Loan Credit Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Mortgagor, as the borrower, the other Loan Parties party thereto, Mortgagee, as term loan collateral agent and administrative agent, and the lenders from time to time party thereto (the “Lenders”), pursuant to which the Lenders have agreed to make loans and other extensions of credit to the Borrower for the purposes set forth therein.

C. Mortgagor and/or certain other Loan Parties have entered, or may enter, into certain agreements regarding Secured Hedge Agreements and the GOM Offtake Agreement (collectively, the “Secured Ancillary Documents”).

D. Mortgagee, the Hedge Providers (as defined in the Credit Agreement) party thereto, Mortgagor and/or certain other Loan Parties and the other Persons party thereto from time to time, have entered, or may enter, into a Hedge Intercreditor Agreement.

E. Mortgagor and the other Loan Parties are party to that certain Term Loan Collateral and Guarantee Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Security Agreement”). The Credit Agreement, the Secured Ancillary Documents, the Term Loan Security Agreement and the other Loan Documents are collectively referred to herein as the “Secured Transaction Documents”.

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

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

#### **ARTICLE I** **Definitions**

1.1 “Collateral” means the Realty Collateral, Personalty Collateral and Fixture Collateral.

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

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

1.4 “Excluded Property” means the following:

(a) any motor vehicle and other vehicles subject to certificates of title (except to the extent the security interest in such assets can be perfected by the filing of a UCC-1 financing statement);



(b) any assets over which the granting of Liens under the Term Loan Collateral Documents in such assets would be prohibited by contract or agreement (to the extent existing (x) on the Effective Date or (y) at the time such assets are acquired and not entered into in contemplation of such acquisition), applicable law or regulation (other than to the extent that such prohibition would be rendered ineffective pursuant to Ala. Code §§ 7-9A-406, 7-9A-407, 7-9A-408 and 7-9A-409 of the Uniform Commercial Code or any other applicable law) or would require the consent of any Person (other than Mortgagor or any of its Affiliates) (to the extent such consent right (x) existed on the Effective Date or (y) at the time such assets are acquired and not in contemplation thereof) or would require the consent of any Governmental Authority or regulatory body unless such consent has been obtained (in each case, other than to the extent that such consent requirement would be rendered ineffective pursuant to Ala. Code §§ 7-9A-406, 7-9A-407, 7-9A-408 and 7-9A-409 of the Uniform Commercial Code or any other applicable law); *provided that* any such asset or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as such prohibition or consent requirement is effective and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition or consent requirement is no longer effective;

(c) any lease, license, contract, property right, general intangible, agreement, asset or property to which Mortgagor is a party or has rights, or which is otherwise subject to a purchase money security interest, or any of its rights or interests thereunder (excluding any oil and gas lease or other Hydrocarbon Interests), if and only for so long as the grant of a Lien under the Term Loan Collateral Documents would constitute or result in a breach, termination or default under, or would invalidate, any such lease, license, contract, property right, general intangible, agreement, asset or property or purchase money arrangement or create a right of termination in favor of any party thereto (other than Mortgagor or any of its Affiliates) (other than to the extent that any term of such lease, license, contract, property right, general intangible, agreement, asset or property or purchase money arrangement would be rendered ineffective pursuant to Ala. Code §§ 7-9A-406, 7-9A-407, 7-9A-408 and 7-9A-409 of the Uniform Commercial Code or any other applicable law); *provided that* such lease, license, contract, property right or agreement or purchase money arrangement or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as the consequences specified above will result and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such consequences will no longer result;

- (d) margin stock (within the meaning of Regulation T, Regulation U or Regulation X);
- (e) any governmental permits, franchises, approvals, charters, authorizations or licenses or state or local permits, franchises, approvals, charters, authorizations or licenses, to the extent a grant of a Lien under the Term Loan Collateral Documents in any such permit, franchise, approval, charter, authorization or license is prohibited or restricted thereby (other than to the extent that any such prohibition or restriction would be rendered ineffective pursuant to Ala. Code §§ 7-9A-406, 7-9A-407, 7-9A-408 and 7-9A-409 of the Uniform Commercial Code or any other applicable law); *provided that* any such permit, franchise, approval, charter, authorization or license or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as such prohibition or restriction is effective and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition is no longer effective;
- (f) any Excluded Account;
- (g) Intellectual Property and licenses, including any “intent-to-use” Trademarks until such time as such Mortgagor files an amendment to allege use or statement of use and such filing is examined and accepted by the United States Patent and Trademark Office for any such Trademarks;
- (h) any Letter of Credit Rights (as defined in the UCC) (other than to the extent a Lien thereon can be perfected by filing an “all assets” UCC-1 or automatically as a supporting obligation for other collateral required to be perfected under the Loan Documents);
- (i) any equipment or other asset owned by any Mortgagor that is subject to a purchase money lien or a Capitalized Lease, in each case, as permitted under the Loan Documents, if the contract or other agreement in which such Lien is granted (or the documentation providing for such Capitalized Lease) prohibits or requires the consent of any Person other than Mortgagor as a condition to the creation of any other security interest on such equipment or asset, such consent has not been obtained, and, in each case, such prohibition or requirement is permitted by the Loan Documents;
- (j) those assets as to which Mortgagee shall determine (acting at the direction of the Required Lenders), that the cost or other consequence of obtaining a Lien thereon or perfection thereof are excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby;

(k) any Oil and Gas Properties that are neither related to or attributable to the Hydrocarbon Interests described on Exhibit A nor are classified as Proved Reserves, together with any Property used exclusively in connection with such excluded Oil and Gas Properties; and

(l) any Building (as defined in the applicable Flood Insurance Regulations) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulations) owned by any Loan Party,

provided, that in case of clauses (b) and (c) of this definition, the security interest hereunder shall attach immediately and automatically (without need for any further grant or act) at such time as the conditions described in clause (b) or (c), as applicable, preventing such attachment cease to exist and to the extent severable shall in any event, attach to all rights in respect of such Property that are not subject to the applicable conditions described in clause (b) or (c); provided, further that "Excluded Property" shall (1) not include any right to receive proceeds from the sale or other disposition of Excluded Property or any proceeds, substitutions or replacements of Excluded Property (unless such proceeds, substitutions or replacements would constitute Excluded Property).

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

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

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

1.8 "Hydrocarbon Interests" means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, fee interests, surface interests, mineral fee interests, overriding royalty interests and other royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature, in each case, which are expressly described on Exhibit A and all other interests of Mortgagor consisting of Proved Reserves whether now



owned or hereafter acquired. Unless otherwise indicated herein, each reference to the term “Hydrocarbon Interests” shall mean Hydrocarbon Interests of Mortgagor.

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

1.10 “Obligations” means the “Obligations” as that as that term is defined in the Credit Agreement, including all indebtedness evidenced by the Notes evidencing the Loans in an aggregate principal amount equal to \$250,000,000.00 and all obligations (whether now existing or hereafter arising, absolute or contingent, joint, several, or independent) of every nature of each Loan Party from time to time owed to any Agent (including former Agents) or any Lender from time to time outstanding under the Credit Agreement and under the other Loan Documents or otherwise under any Loan, Secured Ancillary Document, including, without limitation, all principal and all interest, fees, premium, expenses, Erroneous Payment Subrogation Rights, and other charges accrued or accruing (or which would, absent commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto, accrue) on or after the commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto at the rate provided for herein or the relevant Loan Document, whether or not such interest, fees, premium, expenses or other charges are allowed or allowable in any such bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto.

1.11 “Oil and Gas Property” or “Oil and Gas Properties” means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such

Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests; and (g) all Properties, rights, titles, interests and estates described or referred to above, including any and all tangible Property, real or personal, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells, all permanently abandoned and inactive wells, dry holes or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, pipelines, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise indicated herein, each reference to the term "Oil and Gas Properties" shall mean Oil and Gas Properties of Mortgagor.

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

personal/movable property or personalty under the laws of the state in which such equipment is located.

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

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

1.15 “Realty Collateral” means all of Mortgagor’s interest now owned or hereafter acquired in and to the Oil and Gas Properties described in Exhibit A, including any access rights, water and water rights, and all unsevered and unextracted Hydrocarbons (even though Mortgagor’s interest therein may be described incorrectly in, or a description of a part or all of such interest may be omitted from, Exhibit A), any real property rights described in or arising under a Contract to the extent relating to Property described in Exhibit A, whether or not such Contract is filed of record in the relevant Conveyance Records, Deed Records, Mortgage Records, Oil and Gas

Records, Oil and Gas Lease Records, Real Property Records or other records of any County or the Bureau of Ocean Energy Management, any pipeline easements, rights of way or other real property rights, including those filed of record in the jurisdiction in which this Mortgage is filed relating to the Property described in Exhibit A, and all improvements and other constructions, including the Operating Equipment, now or hereafter located on any of the real/immovable property affected by the Oil and Gas Properties.

1.16 “Security Termination” means such time at which a Repayment Event shall have occurred.

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

## **ARTICLE II**

### **Creation of Security**

2.1 **Conveyance and Grant of Lien.** In consideration of the Obligations, and in further consideration of the mutual covenants contained herein and in the Credit Agreement and the other Secured Transaction Documents, and to secure payment of the Obligations, and the performance of the covenants and obligations herein contained and in consideration of other valuable consideration in hand paid by Mortgagee to Mortgagor and in consideration of the debts and trusts hereinafter mentioned, the receipt and sufficiency of all of which hereby are acknowledged, Mortgagor, by these presents, hereby specially MORTGAGES, AFFECTS, PLEDGES, HYPOTHECATES, BARGAINS, SELLS, ASSIGNS, TRANSFERS, CONVEYS and GRANTS to Mortgagee, for the benefit of the Secured Parties, and grants a security interest to Mortgagee in, all right, title and interest of Mortgagor in and to the Realty Collateral, the Fixture Collateral and the Personalty Collateral, including all the real/immovable property, personal/movable property,



rights, titles, interests and estates constituting Realty Collateral, Fixture Collateral and/or Personalty Collateral; provided, however, that the terms "Realty Collateral", "Fixture Collateral", "Personalty Collateral" or "Collateral" shall in no event include any Excluded Property, and no lien or security interest is granted hereby in any such Excluded Property.

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

Subject, however, to the condition that Mortgagee shall not be liable in any respect for the performance of any covenant or obligation of Mortgagor with respect to the Collateral. Any reference in Exhibit A to the name of a well shall not be construed to limit the Collateral to the well bore of such well or in the pro rata units. It is Mortgagor's intent that this instrument cover Mortgagor's entire interest in the lands, leases, units and other interests set forth in Exhibit A.

Notwithstanding anything contained herein to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation (hereinafter defined)) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Realty Collateral," "Fixture Collateral" or "Personalty Collateral", and no Buildings or Manufactured (Mobile) Homes are encumbered by this Mortgage. As used herein, "Flood Insurance Regulations" shall mean the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, and the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

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

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

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

3.3 Mortgagee may (at the direction of the Required Lenders) elect to return any part of said funds to Mortgagor or to deposit the same to Mortgagor's account without applying it to the Obligations. Upon the occurrence and during the continuance of an Event of Default, the monthly proceeds of Mortgagor's runs actually received by Mortgagee may be held by Mortgagee and applied in the manner set forth in Section 6.02 of the Credit Agreement.

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

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

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

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

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

3.8 Mortgagor hereby appoints Mortgagee as its attorney-in-fact to pursue any and all rights of Mortgagor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons during the continuation of an Event of Default. In addition to the Liens granted to the Trustee and/or Mortgagee in Section 2.1, Mortgagor hereby further pledges and collaterally transfers and assigns to Mortgagee, for the benefit of the Secured Parties, any and all such Liens, security interests, financing statements or similar interests of Mortgagor attributable to its interest in the As-Extracted Collateral, any other Hydrocarbons and proceeds of runs therefrom arising under or created by any statutory provision, judicial decision or otherwise. The power of attorney granted to Mortgagee in this Section 3.8, being coupled with an interest, shall be irrevocable until the Security Termination has occurred.

3.9 Notwithstanding the foregoing, (i) until such time as an Event of Default has occurred and is continuing, but subject to the provisions of the Credit Agreement, Mortgagee hereby grants to Mortgagor a license to sell its respective Hydrocarbons and receive proceeds from the sale of such Hydrocarbons, which license shall automatically terminate upon such Event of Default and for so long as the same continues, and (ii) Mortgagee has agreed not to exercise its right to receive direct delivery of Hydrocarbons and payment of proceeds immediately but rather, each party producing, purchasing or receiving Hydrocarbons may continue to make such deliveries or payments to such Mortgagor until such time as such party has received notice from Mortgagee that an Event of Default has occurred and is continuing and that such party is directed to make delivery or payment directly to Mortgagee.



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

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

(a) *Title to Collateral.* Mortgagor has good and defensible title to the Collateral free from all Liens except for Permitted Liens.

(b) *Production Burdens, Expenses and Revenues.* Mortgagor's ownership of the Hydrocarbons and the undivided interests therein as specified in Exhibit A will, after giving full effect to the Permitted Liens and after giving full effect to any instruments or agreements affecting Mortgagor's ownership of the Hydrocarbons, afford Mortgagor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Hydrocarbons specified as net revenue interest set forth in the most recently delivered Reserve Report, and will cause Mortgagor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest as set forth in the most recently delivered Reserve Report, of the costs of drilling, developing and operating the wells identified in Exhibit A. Any fractional percentage or decimal interests specified in Exhibit A in referring to Mortgagor's interest in the Collateral are solely for the purposes of the warranties set forth above and shall in no manner limit the quantum of the interests of Mortgagor in the Collateral pledged by Mortgagor hereunder.

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

(d) *Rentals; Leases.* All material rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Collateral have been duly paid or provided for (except for those amounts being contested by

Mortgagor in good faith and for which adequate reserves have been maintained in accordance with GAAP), and all leases or subleases comprising a part of the Oil and Gas Properties are valid and subsisting, in full force and effect, and there exists no default or event or circumstance which with the giving of notice or the passage of time or both would give rise to a material default under any such lease or leases, except with respect to any such Collateral that is no longer capable of producing Hydrocarbons in economically reasonable amounts or to the extent such leases have expired in accordance with their terms.

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

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

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

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

4.3 **Operation by Third Parties.** As to any part of the Collateral which is operated by a party other than Mortgagor, until the Security Termination has occurred, Mortgagor shall at Mortgagor's own expense, use reasonable commercial efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Collateral, regardless of whether Mortgagor is the operator of the Oil and Gas Properties, except as expressly permitted by the Credit Agreement.

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

## **ARTICLE V**

### **Default**

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

## **ARTICLE VI**

### **Mortgagee's Rights**

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

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

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

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

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

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

(b) *Judicial Proceedings.* Upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed by a suit or suits, in equity or at law for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, for the enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Alabama or in the outer continental shelf adjacent to the State of Alabama, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral; or without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all or any part of the Collateral to be immediately seized and sold by ordinary or executory process issued by any competent court, either with or without appraisalment, and without the necessity of making demand upon Mortgagor in default, all of which are expressly waived by Mortgagor.

(c) *Foreclosure by Private Power of Sale of Collateral.* Upon the occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall have the right and power to sell, as Mortgagee may elect, all or a portion of the Realty Collateral and Fixture Collateral at one or more sales as an entirety or in parcels, in accordance with and as permitted by any applicable state law. Specifically, Mortgagee, or its agent, may sell, pursuant to the power of sale hereby granted or otherwise, the Realty Collateral and Fixture Collateral or any part of the Realty Collateral and Fixture Collateral (including, without limitation, any leasehold, subleasehold or other interest therein encumbered hereby as Mortgagee may from time to time elect to sell) at public outcry to the highest bidder for cash in front of the main entrance of the county courthouse of the county where the Realty Collateral and Fixture Collateral is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county; provided, however, that (i) if the Realty Collateral and Fixture Collateral is located in more than one county, publication is to be made in all counties in which such Realty Collateral and Fixture Collateral is located, and (ii) if no newspaper is published in a county where the Realty Collateral and Fixture Collateral is located, notice shall be in a newspaper in an adjoining county. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. (local time) on the day designated for the exercise of the power of sale hereunder. Mortgagor hereby designates as Mortgagor's address for the purpose of notice the address set out in Section 7.15; provided that Mortgagor may by written notice to Mortgagee designate a different address for notice purposes. Any purchaser or purchasers will be provided with a general warranty conveyance (but subject to Permitted Liens) binding Mortgagor and Mortgagor's successors and assigns. Sale of a part of the Realty Collateral will not exhaust the power of sale, and sales may be made from time to time until all of the Realty Collateral is sold or Security Termination has occurred. Mortgagee will have the authority to appoint an attorney-in-fact to act as trustee in conducting the foreclosure sale and executing a deed to the purchaser or purchasers.

(d) *Foreclosure for Installments.* Upon the occurrence and during the continuance of any Event of Default, then to the extent provided by applicable law, Mortgagee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Obligations which have not been paid when due either through the courts or by proceeding with foreclosure in satisfaction of the matured but unpaid portion



of the Obligations as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest and other Obligations then due; such sale may be made subject to the unmatured portion of the Obligations, and any such sale shall not in any manner affect the unmatured portion of the Obligations, but as to such unmatured portion of the Obligations this Mortgage shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Obligations, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Obligations without exhausting the power to foreclose and sell the Collateral for any subsequently maturing portion of the Obligations.

(e) *Certain Aspects of Sale.* Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of an Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, the appointment of any successor Mortgagee hereunder and the truth and accuracy of all other matters stated therein. Mortgagor does hereby ratify and confirm all legal acts that Mortgagee may do in carrying out Mortgagee's duties and obligations under this Mortgage, and Mortgagor hereby irrevocably appoints Mortgagee to be the attorney in fact of Mortgagor and in the name and on behalf of Mortgagor, to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Mortgagee or any public officer acting under execution or by order of court, to have physically present or constructively in his possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

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

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

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

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

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

(j) *Other Waivers.*

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as Mortgagee may elect (acting at the direction of the Required Lenders), and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or liens created by this Mortgage.

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

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



6.2 **Rights to Personalty Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the Alabama Uniform Commercial Code (Ala. Code §§ 7-9A-101 et seq.) as amended, modified or succeeded, and under all other applicable laws of Alabama and this Mortgage. To the extent permitted by applicable laws, Mortgagee shall have the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed, postage prepaid, to Mortgagor at the address designated in Section 7.15 hereof (or such other address as has been designated as provided herein) at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be entitled to recover attorneys' fees and legal expenses as provided for in this Mortgage and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor shall remain liable for any deficiency remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

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

6.4 **Other Rights.** In addition to the rights as described in Sections 6.1, 6.2 and 6.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently

or otherwise (at the direction of the Required Lenders), without impairing or otherwise affecting the other rights and remedies of Mortgagee: institute proceedings for the complete foreclosure of this Mortgage, in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing Lien of this Mortgage for the balance of the Obligations not then due; or institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage; or apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or pursue such other remedies as Mortgagee may have under applicable law.

6.5 **Reserved.**

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

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

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

6.9 **Resignation of Operator.** In addition to all rights and remedies under this Mortgage, at law and in equity, upon the occurrence and during the continuance of any Event of Default, if Mortgagee shall exercise any remedies under this Mortgage with respect to any particular Oil and Gas Property (or Mortgagor shall transfer such Oil and Gas Property "in lieu of"

foreclosure) whereupon Mortgagor is divested of its title to such Oil and Gas Property, Mortgagee shall have the right to request that any operator of such Oil and Gas Property which is either Mortgagor or any Affiliate of Mortgagor resign as operator under the joint operating agreement applicable to such Oil and Gas Property, and no later than 60 days (or such earlier time as may be permitted by the applicable joint operating agreement) after receipt by Mortgagor of any such request, Mortgagor shall resign (or, to the extent it is able to do so, cause such other Person to resign) as operator of such Oil and Gas Property.

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

## **ARTICLE VII**

### **Miscellaneous**

7.1 **Advances by Mortgagee.** Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. If Mortgagor fails to perform or keep any of the covenants of whatsoever kind or nature contained in this Mortgage, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagor's behalf, and Mortgagor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand plus interest thereon from the date of the advance until reimbursement of Mortgagee. In addition, Mortgagor hereby agrees to repay on demand any reasonable out-of-pocket costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such reasonable out-of-pocket costs, expenses and attorney's fees incurred pursuant hereto, plus interest thereon from the date of the advance by Mortgagee until reimbursement of Mortgagee. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

7.2 **Defense of Claims.** Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such

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

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

7.4 **Termination.** If Security Termination has occurred, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the written request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage.



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

7.6 **Security Agreement, Financing Statement and Fixture Filing.** This Mortgage shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. **AS A FINANCING STATEMENT AND AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL, AND SUBJECT TO SUBSECTION (4) OF SECTION 7-9A-301 OF THE ALABAMA UNIFORM COMMERCIAL CODE (Ala. Code §§ 7-9A-301(4)), AS AMENDED, MODIFIED OR SUCCEDED, THIS MORTGAGE IS INTENDED TO COVER ALL PERSONALTY COLLATERAL INCLUDING MORTGAGOR'S INTEREST IN ALL HYDROCARBONS AS AND AFTER THEY ARE EXTRACTED AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF AT THE WELLHEAD. THIS MORTGAGE SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL INCLUDED WITHIN THE COLLATERAL. THIS MORTGAGE SHALL ALSO BE EFFECTIVE AS A FINANCING STATEMENT COVERING AS-EXTRACTED COLLATERAL (INCLUDING OIL AND GAS AND ALL OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE GROUND) AND ACCOUNTS FINANCED AT THE WELLHEAD OR MINEHEAD OF WELLS OR MINES LOCATED ON THE PROPERTIES SUBJECT TO THE ALABAMA UNIFORM COMMERCIAL CODE.** This Mortgage shall be filed in the real estate (mortgage and conveyance) records or other appropriate records of the county or counties in the state in which any part of the Realty Collateral and Fixture

Collateral is located as well as the Uniform Commercial Code records or other appropriate office of the state in which any Collateral is located. Mortgagee hereby is authorized to file financing statements covering the Personalty Collateral, including all Hydrocarbons sold at the wellhead, and Fixture Collateral, which financing statements may be filed in the Uniform Commercial Code records or other appropriate office of the county or state in which any of the Collateral is located or is adjacent to such county or state or in any other location permitted or required to perfect Mortgagee's security interest under the Uniform Commercial Code. In addition, Mortgagor hereby irrevocably authorizes Mortgagee and any affiliate, employee or agent thereof, at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statement or document and amendments thereto, without the signature of Mortgagor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Mortgage. A photographic or other reproduction of this Mortgage shall be sufficient as a financing statement.

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

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

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

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

7.11 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee (acting at the direction of the Required Lenders), be waived, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

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

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

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

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

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

With a copy to: O'Melveny & Myers LLP  
2801 N. Harwood Street, Suite 1600  
Dallas, Texas 75201  
Attention: Jason A. Schumacher  
Telephone: (972) 360-1942  
Email address: jschumacher@omm.com

Mortgagee: Ankura Trust Company, LLC  
140 Sherman Street  
Fairfield, CT 06824  
Attn: Krista Gulalo  
Email: krista.gulalo@ankura.com

With a copy to: Cahill Gordon & Reindel LLP  
32 Old Slip  
New York, NY 10005  
Attention: Jordan Wishnew  
Telephone: (212) 701-3450  
Email address: JWishnew@cahill.com

7.16 **Condemnation.** All awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee hereby is authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and



clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may at the option of Mortgagee (acting at the direction of the Required Lenders), be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

**7.17 Successors and Assigns.**

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

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

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

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

**7.20 Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage so that the

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

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

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

7.23 **Exculpation Provisions.** Each of the parties hereto specifically agrees that it has a duty to read this Mortgage; and agrees that it is charged with notice and knowledge of the terms of this Mortgage; that it has in fact read this Mortgage and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Mortgage; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of this Mortgage; and has received the advice of its attorney in entering into this Mortgage; and that it recognizes that certain of the terms of this Mortgage result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Mortgage on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."

7.24 **Collateral Agent.** Ankura Trust Company, LLC has or will be appointed as Mortgagee and Collateral Agent for the Secured Parties hereunder. It is expressly understood and

agreed by Mortgagor that any authority conferred upon Mortgagee and the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Collateral Agent pursuant to the Credit Agreement and the Hedge Intercreditor Agreement, and that Mortgagee and the Collateral Agent have agreed to act (and any successor Mortgagee and Collateral Agent shall act) as such hereunder only on the express conditions contained in the Credit Agreement and the Hedge Intercreditor Agreement. Any successor Collateral Agent appointed pursuant to the Credit Agreement or the Hedge Intercreditor Agreement shall be entitled to all the rights, interests and benefits of Mortgagee and the Collateral Agent hereunder. In the performance of any obligations set forth herein, Mortgagee shall be entitled to all of the rights, benefits, protections, indemnities and immunities afforded to it under the Secured Transaction Documents.

7.25 **Hedge Intercreditor Agreement.** Notwithstanding anything herein to the contrary, this Mortgage and the exercise of any right or remedy hereunder are subject to the provisions of the Hedge Intercreditor Agreement (if applicable) and, further, to the extent any provision herein contained shall be inconsistent with any provision contained in the Hedge Intercreditor Agreement, the provisions of the Collateral Agency Agreement shall prevail.

7.26 **Acceptance by Mortgagee.** To the extent permitted under Alabama law, Mortgagee is presumed to have accepted the benefits of the Mortgage without the necessity of execution by Mortgagee.

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

constituted a violation of any applicable Environmental Law at the time of its existence or occurrence.

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

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

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

**THIS WRITTEN AGREEMENT AND THE SECURED TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

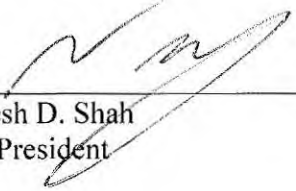
**THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

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

EXECUTED this 24th day of September 2025, to be effective as of the date first written above.

**MORTGAGOR:**

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

By:   
Name: Nealesh D. Shah  
Title: Vice President

STATE OF Texas §  
COUNTY OF Dallas §

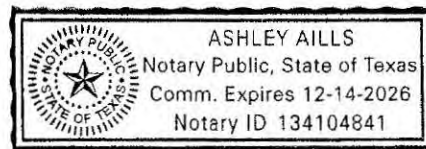
I, the undersigned Notary Public in and for said County, in said State, hereby certify that Nealesh D. Shah, who is the Vice President of Kosmos Energy Gulf of Mexico Operations, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, (s)he, as such Vice President and with full authority, executed the same voluntarily as her/his free act and deed for and as the act of said limited liability company.

Given under my hand and official seal, this 24 day of September, 2025.

  
NOTARY PUBLIC

My Commission Expires: 12-14-2026

Seal:





**MORTGAGEE:**

**ANKURA TRUST COMPANY, LLC,**  
a New Hampshire limited liability company,  
as Collateral Agent under the Term Loan  
Collateral and Guarantee Agreement

By: Krista Gulalo

Name: Krista Gulalo

Title: Managing Director

STATE OF Connecticut

COUNTY OF New Haven

§  
§ Southbury  
§

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Krista Gulalo, who is the Managing Director of Ankura Trust Company, LLC, a New Hampshire limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, (s)he, as such Managing Director and with full authority, executed the same voluntarily as her/his free act and deed for and as the act of said corporation.

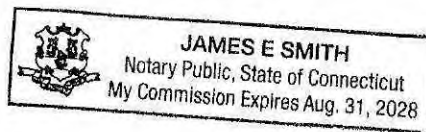
Given under my hand and official seal, this 27 day of September, 2025.

James E. Smith

NOTARY PUBLIC

My Commission Expires: Aug 31, 2028

Seal:



Signature Page to Mortgage, Assignment of Production, Security Agreement, Fixture Filing and  
Financing Statement

The name and address of Mortgagor is:

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

The name and address of Mortgagee is:

Ankura Trust Company, LLC  
140 Sherman Street  
Fairfield, CT 06824

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

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

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

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

Schedule I — Leasehold Interests  
Schedule II — Wells

Exhibit A

## Schedule I

### LEASES

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

#### **RECORD TITLE INTEREST**

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

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

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

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

Right-of-Way OCS-G 29341

Working Interest
------------------

100.00000%

#### **Agreements and Instruments:**

1. Deepwater Operating Agreement dated effective January 1, 2015, between Deep Gulf Energy III, LLC, Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC and Ridgewood Barataria, LLC, as amended.

## Schedule I

### LEASES

#### GLADDEN - MISSISSIPPI CANYON BLOCK 800

#### RECORD TITLE INTEREST

Parish/County:                      Plaquemines Parish, Louisiana

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

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

<u>WI</u>	<u>NRI with Royalty</u> <u>Relief</u>	<u>NRI - No Royalty</u> <u>Relief</u>
<u>20.00%</u>	<u>19.60%</u>	<u>17.10%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement effective January 23, 2007, between Newfield, Exploration Company as Operator and Deep Gulf Energy, LP and ATP Oil & Gas Corporation as Non-Operators, as amended.



## Schedule I

### LEASES

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

##### OPERATING RIGHTS INTEREST

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

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

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

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

<u>WI</u>	<u>NRI</u>
<u>34.9624100%</u>	<u>27.6874790%</u>

Right-of-Way OCS-G 29236

Working Interest
------------------

100.00000%

##### Agreements and Instruments:

1. Operating Agreement dated effective September 1, 2007, between BP Exploration & Production Inc., Marubeni Oil & Gas (USA) Inc. and Dominion Exploration & Production Inc., as amended.
2. Unit Operating Agreement for MC 727 Unit dated effective February 1, 2013, between Deep Gulf Energy II, LLC, Eni Petroleum US LLC and Marubeni Oil & Gas (USA) Inc., as amended.

## Schedule I

### LEASES

#### MARMALARD - MISSISSIPPI CANYON BLOCK 255 / 300

##### RECORD TITLE INTEREST

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

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

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

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

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

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

OCS-G 22868, effective (not stated on lease treated as June 1, 2001), by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 300, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

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

<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>9.4228710%</u>

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

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>9.0696640%</u>

## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Operating Agreement effective June 18, 2008, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC and Deep Gulf Energy II, LLC.
2. Unit Operating Agreement dated February 1, 2012, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore LLC, Stephens Production Company, LLC, Ridgewood Energy Corporations, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC, ILX Prospective Leases, LLC and Crux1, LLC, as amended.

## Schedule I

### LEASES

#### NOONAN – DANNY I GARDEN BANKS BLOCK 506

#### RECORD TITLE INTEREST

Parish/County: Cameron Parish, Louisiana  
Vermilion Parish, Louisiana

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

Danny I - Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>30.0000000%</u>	<u>26.2500000%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering GB 463, 506, 507 506.
2. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering EC 371 (S/2) and EC 381.
3. Offshore Operating Agreement dated effective November 1, 2010, between Deep Gulf Energy, LP, Deep Gulf Energy II, LLC and Energy Resource Technology GOM, Inc.

## Schedule I

### LEASES

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

#### RECORD TITLE INTEREST

Parish/County:           Plaquemines Parish, Louisiana  
                                  Lafourche Parish, Louisiana  
                                  Baldwin County, Alabama  
                                  Mobile County, Alabama  
                                  Jackson County, Mississippi

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

Working and Net Revenue Interest
----------------------------------

<u>WI</u>	<u>NRI</u>
<u>61.057020%</u>	<u>47.013905%</u>

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

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

<u>WI</u>	<u>NRI</u>
<u>54.8750000%</u>	<u>42.2537500%</u>

Right-of-Way OCS-G 29336

Working Interest
------------------

100.0000000%



## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Joint Operating Agreement Odd Job Prospect effective July 1, 2002, between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC covering MC 213, 214 & 215, as amended.
2. Odd Job Unit Operating Agreement effective March 1, 2013, between Eni US Operating Co. Inc., Eni Petroleum US LLC and Deep Gulf Energy II, LLC, as amended.
3. Odd Job Prospect Unit Operating Agreement effective March 2, 2013 between Eni Petroleum US LLC, Ecopetrol America Inc., Calypso Exploration, LLC and Deep Gulf Energy II, LLC, as amended

## Schedule I

### LEASES

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

#### RECORD TITLE INTEREST

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

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

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

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

#### Agreements and Instruments:

1. Unit Operating Agreement dated effective January 1, 2009, between Noble Energy, Inc., BP Exploration & Production Inc., Red Willow Offshore, LLC and HE&D Offshore, L.P., as amended.
2. Offshore Operating Agreement dated October 10, 2014, between Deep Gulf Energy III, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures I, LLC, Ridgewood South Santa Cruz, LLC and ILX Prospect South Santa Cruz, LLC, as amended

## Schedule I

### LEASES

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

#### **RECORD TITLE INTEREST**

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

OCS-G 22877, effective June 1, 2001, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 431, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

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

Before 10% IRR is Reached
---------------------------

<u>WI</u>	<u>NRI</u>
<u>11.8231100%</u>	<u>9.1849220%</u>

After 10% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985825%</u>	<u>8.8529415%</u>

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

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

#### **Agreements and Instruments:**

1. Unit Operating Agreement effective April 1, 2011, between LLOG Exploration Offshore, L.L.C., HE&D Offshore, L.P., Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC and Deep Gulf Energy II, LLC, as amended.
2. Operating Agreement effective August 12, 2018, between LLOG Exploration Offshore, LLC, Calypso Exploration, LLC, Crux1, LLC, Kosmos Energy Gulf of Mexico Operations, LLC, Ridgewood Energy Corporation, ILX Prospect Driller, LLC and Houston Energy Deepwater Ventures II, LLC.

## Schedule I

### LEASES

#### TORNADO - GREEN CANYON BLOCK 281

#### OPERATING RIGHTS INTEREST

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

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

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>35.000000%</u>	<u>24.93750%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement dated effective September 30, 2007, between Energy Resource Technology GOM, Inc., and Sojitz GOM Deepwater, Inc., as amended.

## Schedule I

### LEASES

#### WINTERFELL – GREEN CANYON BLOCKS 943 / 944 / 987 / 988

#### RECORD TITLE INTEREST

Parish/County: Terrebonne, Louisiana  
Lafourche Parish, Louisiana

OCS-G 36060, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36061, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36309, dated effective as of June 1, 2018, by and between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC and LLOG Bluewater Holdings, L.L.C. Lessees, covering all of Block 987, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.242026%</u>

OCS-G 35417, dated effective as of June 1, 2014, by and between the United States of America, as Lessor, and Houston Energy, L.P. and Red Willow Offshore, LLC as Lessees, covering all of Block 988, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.502647%</u>



## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Operating Agreement effective November 1, 2019, between BOE Exploration & Production LLC, Beacon Offshore Energy Exploration LLC, Red Willow Offshore, LLC and Houston Energy, L.P., as amended.

## Schedule I

### LEASES

#### GETTYSBURG – DE SOTO CANYON BLOCKS 398 / 399

##### RECORD TITLE INTEREST

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

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

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

<u>WI</u>	<u>NRI</u>
<u>25.00000000%</u>	<u>19.3125000%</u>

OCS-G 37782 dated effective as of April 1, 2024, by and between the United States of America, as Lessor, and Shell Offshore Inc. as Lessee, covering all of Block 399, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

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

<u>WI</u>	<u>NRI</u>
<u>25.00000000%</u>	<u>20.1458300%</u>

##### Agreements and Instruments:

1. Operating Agreement effective January 28, 2025, between Shell Offshore Inc. and Kosmos Energy Gulf of Mexico Operations, LLC.

## Schedule I

### LEASES

#### **TIBERIUS – KEATHLEY CANYON 964**

##### **RECORD TITLE INTEREST**

**Parish/County:** St. Mary Parish, Louisiana  
Iberia Parish, Louisiana  
Vermilion Parish, Louisiana

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

Working and Net Revenue Interests	
<u>WI</u>	<u>NRJ</u>
<u>50.00000000%</u>	<u>40.1251500%</u>

Proposed Right-of-Way OCS-G 29566

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

Proposed Right-of-Way OCS-G 29763

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

#### **Agreements and Instruments:**

1. Joint Operating Agreement effective August 1, 2022, between Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC, as amended.

**Schedule II**

**WELLS**

Prospect	Block	Lease Number	Well Name/Number	API #	Working Interest	Net Revenue Interest	Net Revenue Interest w/ Royalty Relief	Net Revenue Interest w/o Royalty Relief
Barataria	Mississippi Canyon 521	OCS-G 34441	SS001	608174131300	22.500000%	15.738750%	NA	NA
Gladden	Mississippi Canyon 800	OCS-G 18292	SS001; SS002	608174112701 608174140600	20.000000%	NA	19.600000%	17.100000%
Kodiak	Mississippi Canyon 771	OCS-G 24107	SS002; SS003	608174141900 608174129200	34.962410%	27.687479%	NA	NA
Marmalard	Mississippi Canyon 255	OCS-G 24064	SS001; SS002; SS003; SS003-ST	608174125800 608174130500 608174148900 608174148901	11.398583%	8.852942%	NA	NA
Marmalard	Mississippi Canyon 300	OCS-G 22868	SS001; SS002	608174120600 608174129500	11.398583%	9.422871%	NA	NA
Noonan - Danny I	Garden Banks 506	OCS-G 26664	002	608074028601	30.000000%	26.250000%	NA	NA
Odd Job	Mississippi Canyon 214	OCS-G 24059	002	608174138001	61.057020%	47.013905%	NA	NA
Odd Job	Mississippi Canyon 215	OCS-G 24060	SS001; SS002	608174129101 608174137600	54.875000%	42.253750%	NA	NA
SOB2	Mississippi Canyon 431	OCS-G 22877	SS002	608174120301	11.823110%	NA	10.277764%	9.184922%
South Santa Cruz	Mississippi Canyon 563	OCS-G 21176	SS001	608174130000	40.500000%	NA	33.210000%	28.147500%
Tiberius	Keathley Canyon 964	OCS-G 36694	004; ST00BP01	608084007400 608084007401	50.000000%	40.125150%	NA	NA
Tornado	Green Canyon 281	OCS-G 33242	SS001, SS002, SS003	608114065701 608114069101 60811407801	35.000000%	24.937500%	NA	NA
Winterfell	Green Canyon 943	OCS-G 36060	WA002	608114075301	25.04375%	19.323483%	NA	NA
Winterfell	Green Canyon 944	OCS-G 36061	WA001, WA003, WB001	608114074301 608114077701 608114079001	25.04375%	19.323483%	NA	NA

## **MORTGAGE RECORDATION TAX ORDER**

STATE OF ALABAMA	*	A proceeding authorized by
	*	§40-22-2(8),
COUNTY OF MONTGOMERY	*	<u>Code of Alabama 1975</u>

### **BEFORE THE ALABAMA DEPARTMENT OF REVENUE:**

The Petitioners, **KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC**, a Delaware limited liability company ("Mortgagor"), and **ANKURA TRUST COMPANY, LLC**, a New Hampshire limited liability company (the "Mortgagee", together with the Mortgagor, collectively, the "Petitioners") have asked the Department of Revenue to fix and determine the amount of mortgage recording privilege tax due, pursuant to §40-22-2(8), Code of Alabama 1975, upon recordation of a certain Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement (the "Mortgage") from Mortgagor to Mortgagee, which said Mortgage encompasses properties located both in Federal waters adjacent to Baldwin and Mobile Counties in the State of Alabama (the "Alabama Counties") and without the State of Alabama (collectively the "Property").

Upon consideration of the Petition and evidence offered in support thereof, the Alabama Department of Revenue finds as follows:

1. That the Mortgage secures a term loan in a principal amount not exceeding \$250,000,000.00 and certain other indebtedness and obligations of Mortgagor to the Mortgagee described in the Mortgage (collectively, the "Indebtedness").

2. That the total value of all Property given as security for the Indebtedness, both within Federal waters adjacent to the State of Alabama and without the State of Alabama, is \$721,542,620.00.



3. That the total value of all Property given as security for the Indebtedness located in Federal waters adjacent to the State of Alabama and covered by the Mortgage is \$355,092,723.00, or 49.21% of the total value of the entire Property given as security for the Indebtedness located both within Federal waters adjacent to the State of Alabama and without the State of Alabama.

4. That the amount of Indebtedness which is allocable to Alabama and upon which mortgage recording privilege tax is due upon recordation of the Mortgage in each of the Alabama Counties is \$123,025,000.00.

5. That the amount of mortgage recording privilege tax to be paid on the Indebtedness at the rate of \$.15 for each \$100.00, or fraction thereof, of Indebtedness, which is attributable to the Property located in Federal waters adjacent to the State of Alabama and covered by the Mortgage is \$184,537.50.

6. That no bond is required to be posted and that no additional mortgage recording privilege tax will be due unless the Mortgage is amended of record to increase the amount secured or extend the maturity date thereof.

7. That the Mortgage is to be recorded in Baldwin and Mobile Counties.

8. That the relative property values lying within the State of Alabama are as follows:

<u>County</u>	<u>Value</u>	<u>Percentage</u>
Baldwin County	\$1,775,464.00	0.5%
Mobile County	\$353,317,259.00	99.5%
Total:	\$355,092,723.00	100%

**IT IS ORDERED, THEREFORE,** that the Probate Judge in the County wherein the first original counterpart of the Mortgage is recorded, shall collect mortgage recording tax in the amount of \$184,537.50, and pursuant to §40-22-2(7), Code of Alabama (1975), as amended, after

deducting such Probate Judge's five percent (5%) commission, shall make distribution of such mortgage recording tax to the State of Alabama and to the Counties named herein, in the percentages set out in Paragraph 8. The Probate Judge of the County wherein a counterpart of the Mortgage is first recorded is also entitled to collect any applicable recording fees. Upon payment of the mortgage recording tax and upon the initial filing of the Mortgage, the other original counterparts of the Mortgage shall be accepted for recordation in the other counties pursuant to §40-22-2(5), Code of Alabama (1975), as amended, without the payment of any further mortgage recording tax. The Probate Judge of the other county is entitled, however, to collect applicable recording fees.

ALABAMA DEPARTMENT OF REVENUE

DONE this 25<sup>th</sup> day of September, 2025.

Derrick Coleman  
Deputy Commissioner of Revenue

Camelia  
AS: Secretary

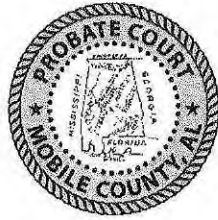
Maya  
Legal Division

**C. Mark Erwin**  
Judge of Probate

**Melissa King**  
Chief Clerk

**Russell Davidson**  
Chief of Staff

**Renee Jerkins**  
Financial Administrator



Judicial Division – (251) 574-6018  
Recording Division – (251) 574-6040  
Records Division – (251) 574-6070  
Elections Division – (251) 574-6080  
Accounts Division – (251) 574-6001

## PROBATE COURT OF MOBILE COUNTY, ALABAMA

October 2, 2025

STATE OF ALABAMA

MOBILE COUNTY

I, C Mark Erwin, Judge of Probate in and for the county and state aforesaid, hereby certify that Mobile County collected mortgage tax in the amount of **\$184,537.50** on a **MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT** between, **KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC** as the grantor/borrower and **ANKURA TRUST COMPANY, LLC** as grantee/lender. The mortgage was recorded on 10/2/2025 under instrument number **2025059373**. The mortgage includes properties located in Federal waters adjacent to Baldwin and Mobile Counties. . I further certify that Mobile County collected all taxes due for this **MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT** Per the values stated in the attached ALABAMA DEPARTMENT OF REVENUE MORTGAGE TAX ORDER, the proportionate share of the recording privilege taxes will be remitted directly to the Judge of Probate's office in Baldwin county.

---

C. Mark Erwin  
Judge of Probate

**LOUISIANA MORTGAGE – EIGHT (8) RECORDED COPIES**

# Terrebonne Parish Recording Page

Theresa A. Robichaux  
Clerk Of Court  
P.O. Box 1569  
Houma, LA 70361-1569  
(985) 868-5660

Received From :  
CSC ERECORDING ACCOUNT

**First MORTGAGOR**

KOSMOS ENERGY GULF OF MEXICO OPERATIONS L L C

**First MORTGAGEE**

ANKURA TRUST CO L L C

Index Type : MORTGAGES

File # : 1715879

Type of Document : HOME EQUITY/MULTIPLE  
INDEBTEDNESS

Book : 3601

Page : 697

Recording Pages : 53

## Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana.

*Theresa A. Robichaux*

Clerk of Court

eRecorded

On (Recorded Date) : 10/01/2025

At (Recorded Time) : 3:45:33PM

CLERK OF COURT  
THERESA A. ROBICHAUX  
Parish of Terrebonne  
I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 10/01/2025 at 3:45:33  
Recorded in Book 3601 Page 697  
File Number 1715879

*Angela B. Soupe*

Deputy Clerk



Return To : CSC ERECORDING ACCOUNT



**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND  
SECURITY AGREEMENT**

THIS INSTRUMENT IS A MULTIPLE INDEBTEDNESS MORTGAGE.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN MINERALS OR THE LIKE (INCLUDING OIL AND GAS) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD. THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN FIXTURES. PRODUCTS OF THE COLLATERAL ALSO ARE COVERED.

FROM

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

TO

ANKURA TRUST COMPANY, LLC  
140 Sherman Street  
Fairfield, CT 06824  
(Mortgagee and Secured Party)  
September 24, 2025

\*\*\*\*\*

This instrument, prepared by Morgan, Lewis & Bockius LLP, 1000 Louisiana Street, Suite 4000, Houston, Texas 77002 (Phone: 713-890-5000) and reviewed for compliance with recording requirements by Adams & Reese LLP, Hancock Whitney Center, 701 Paydras Street, Suite 4500, New Orleans, LA 70139 (Phone: 504-585-0175), contains after-acquired property provisions and covers future advances and proceeds to the fullest extent allowed by applicable law.

ATTENTION RECORDING OFFICER: This instrument is a mortgage of both real/immovable and personal/movable property and is, among other things, a Security Agreement under the Uniform Commercial Code in effect in the State of Louisiana. This instrument creates a lien on rights in or relating to lands of Mortgagor that are described on Exhibit A attached hereto and made a part hereof and in instruments and documents described on such Exhibit A.

**RECORDED DOCUMENT SHOULD BE RETURNED TO:**

Morgan, Lewis & Bockius LLP  
1000 Louisiana Street, Suite 4000  
Houston, Texas 77002

4922-5982-7299.6



Certified True and  
Correct Copy  
CertID: 2025100100031

*Annette M. Fontana*

Lafourche Parish  
Clerk of Court

Generated Date:  
10/1/2025 4:07 PM

Attention: Matthew D. Lea

Page 2

4922-5982-7299.6



Certified True and  
Correct Copy  
CertID: 2025100100031

*Handwritten signature*

Lafourche Parish  
Clerk of Court

Generated Date:  
10/1/2025 4:07 PM

**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND  
SECURITY AGREEMENT**

MULTIPLE INDEBTEDNESS MORTGAGE,	§	UNITED STATES OF AMERICA
ASSIGNMENT OF PRODUCTION AND	§	
SECURITY AGREEMENT	§	THE STATE OF TEXAS
	§	
	§	COUNTY OF DALLAS
BY: KOSMOS ENERGY GULF OF	§	
MEXICO OPERATIONS, LLC	§	
	§	
TO: ANKURA TRUST COMPANY, LLC	§	
	§	
	§	
	§	

BE IT KNOWN, that on September 24, 2025, before the undersigned Notary Public, duly commissioned and qualified in and for the State and County aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

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

who, being duly sworn, declared that

This MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT (this "Mortgage") is executed to be effective as of September 24, 2025 ("Effective Date"), by Mortgagor in favor of Ankura Trust Company, LLC, a New Hampshire limited liability company with offices at 140 Sherman Street, Fairfield, CT 06824 as Collateral Agent ("Mortgagee"), for the benefit of the Secured Parties.

**RECITALS**

A. Mortgagor is party to that certain Senior Secured Term Loan Credit Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Mortgagor, as the borrower, the other Loan Parties party thereto, Mortgagee, as term loan collateral agent and administrative agent, and the lenders from time to time party thereto (the "Lenders"), pursuant to which the Lenders have agreed to make loans and other extensions of credit to Mortgagor for the purposes set forth therein.



*[Signature]*

B. The Mortgagor and/or certain other Loan Parties have entered, or may enter, into certain agreements regarding Secured Hedge Agreements and the GOM Offtake Agreement (collectively, the “Secured Ancillary Documents”).

C. Mortgagee, the Hedge Providers (as defined in the Credit Agreement) party thereto, Mortgagor and/or certain other Loan Parties and the other Persons party thereto from time to time, have entered, or may enter, into a Hedge Intercreditor Agreement.

D. Mortgagor and the other Loan Parties are party to that certain Term Loan Collateral and Guarantee Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Security Agreement”). The Credit Agreement, the Secured Ancillary Documents, the Term Loan Security Agreement and the other Loan Documents are collectively referred to herein as the “Secured Transaction Documents”.

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

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

## ARTICLE I

### Definitions

1.1 “Collateral” means the Realty Collateral, Personalty Collateral and Fixture Collateral.

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

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

1.4 “Excluded Property” means the following:

(a) any motor vehicle and other vehicles subject to certificates of title (except to the extent the security interest in such assets can be perfected by the filing of a UCC-1 financing statement);



*Latourrette Parish*

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

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

(d) margin stock (within the meaning of Regulation T, Regulation U or Regulation X);

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





Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition is no longer effective;

(f) any Excluded Account;

(g) Intellectual Property and licenses, including any "intent-to-use" Trademarks until such time as Mortgagor files an amendment to allege use or statement of use and such filing is examined and accepted by the United States Patent and Trademark Office for any such Trademarks;

(h) any Letter of Credit Rights (as defined in the UCC) (other than to the extent a Lien thereon can be perfected by filing an "all assets" UCC-1 or automatically as a supporting obligation for other collateral required to be perfected under the Loan Documents);

(i) any equipment or other asset owned by Mortgagor that is subject to a purchase money lien or a Capitalized Lease, in each case, as permitted under the Loan Documents, if the contract or other agreement in which such Lien is granted (or the documentation providing for such Capitalized Lease) prohibits or requires the consent of any Person other than Mortgagor's as a condition to the creation of any other security interest on such equipment or asset, such consent has not been obtained, and, in each case, such prohibition or requirement is permitted by the Loan Documents;

(j) those assets as to which Mortgagee shall determine (acting at the direction of the Required Lenders) that the cost or other consequence of obtaining a Lien thereon or perfection thereof are excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby;

(k) any Oil and Gas Properties that are neither related to or attributable to the Hydrocarbon Interests described on Exhibit A nor are classified as Proved Reserves, together with any Property used exclusively in connection with such excluded Oil and Gas Properties; and

(l) any Building (as defined in the applicable Flood Insurance Regulations) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulations) owned by any Loan Party,

*provided*, that in case of clauses (b) and (c) of this definition, the security interest hereunder shall attach immediately and automatically (without need for any further grant or act) at such time as the conditions described in clause (b) or (c), as applicable, preventing such attachment cease to exist and to the extent severable shall in any event, attach to all rights in respect of such Property that are not subject to the applicable conditions described in clause (b) or (c); provided, further that "Excluded Property" shall (1) not include any right to receive proceeds from the sale or other disposition of Excluded Property or any proceeds, substitutions or replacements of Excluded Property (unless such proceeds, substitutions or replacements would constitute Excluded Property).

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

1.6 "Fixture Collateral" means all of Mortgagor's interest now owned or hereafter acquired in and to all Fixture Operating Equipment and all proceeds, products, renewals, increases,



*Acting Clerk*

profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

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

1.8 “Hydrocarbon Interests” means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, fee interests, surface interests, mineral fee interests, overriding royalty interests and other royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature, in each case, which are expressly described on Exhibit A and all other interests of Mortgagor consisting of Proved Reserves whether now owned or hereafter acquired. Unless otherwise indicated herein, each reference to the term “Hydrocarbon Interests” shall mean Hydrocarbon Interests of Mortgagor.

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

1.10 “Obligations” means all obligations (whether now existing or hereafter arising, absolute or contingent, joint, several, or independent) of every nature of each Loan Party from time to time owed to any Agent (including former Agents) or any Lender from time to time outstanding under the Credit Agreement and under the other Loan Documents or otherwise under any Loan, Secured Ancillary Document, including, without limitation, all principal and all interest, fees, premium, expenses, Erroneous Payment Subrogation Rights, and other charges accrued or accruing (or which would, absent commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto, accrue) on or after the commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto at the rate provided for herein or the relevant Loan Document, whether or not such interest, fees, premium, expenses or other charges are allowed or allowable in any such bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto.

1.11 “Oil and Gas Property” or “Oil and Gas Properties” means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, including all oil in tanks, and all rents, issues, profits,



*Laurette Parisis*

proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests; and (g) all Properties, rights, titles, interests and estates described or referred to above, including any and all tangible Property, real or personal, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells, all permanently abandoned and inactive wells, dry holes or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, pipelines, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise indicated herein, each reference to the term "Oil and Gas Properties" shall mean Oil and Gas Properties of Mortgagor.

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

1.13 "Personalty Collateral" means all of Mortgagor's interest now owned or hereafter acquired in and to all Operating Equipment, all Hydrocarbons severed and extracted from or attributable to the Oil and Gas Properties, including oil in tanks and all other "as-extracted" collateral from or attributable to the Oil and Gas Properties, general intangibles attributable to or specifically held in inventory for use on the Oil and Gas Properties and all accounts (including accounts resulting from the sale of Hydrocarbons at the wellhead), contract rights, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with the sale or other disposition of any Hydrocarbons or otherwise, including all Liens securing the same, all accounts, contract rights and general intangibles attributable to or related to the Oil and Gas Properties and now existing or hereafter arising regardless of whether any of the foregoing is in connection with or resulting from any of the Contracts, including all Liens securing the same, all Contracts, all personal property located



*Latrice H. Hume*

on the real property described in Exhibit A, all proceeds and products of the Realty Collateral and any other contracts or agreements, all information concerning the Oil and Gas Properties and all wells located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, well files, and other books and records (including computerized records and data), any options or rights of first refusal to acquire any Realty Collateral, all As-Extracted Collateral (as defined in the UCC) located in or related to the Oil and Gas Properties, including, without limitation, all As-Extracted Collateral relating to the Hydrocarbon Interests and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

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

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

1.16 “Security Termination” means such time at which a Repayment Event shall have occurred.

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





## ARTICLE II

### Creation of Security

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

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

Subject, however, to the condition that Mortgagee shall not be liable in any respect for the performance of any covenant or obligation of Mortgagor with respect to the Collateral. Any reference in Exhibit A to the name of a well shall not be construed to limit the Collateral to the well bore of such well or in the pro rata units. It is Mortgagor's intent that this Mortgage cover Mortgagor's entire interest in the lands, leases, units and other interests set forth in Exhibit A.

Notwithstanding anything contained herein to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation (hereinafter defined)) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Realty Collateral," "Fixture Collateral" or "Personalty Collateral", and no Buildings or Manufactured (Mobile) Homes are encumbered by this Mortgage. As used herein, "Flood Insurance Regulations" shall mean the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, and the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.



*Leah M. Johnson*  
Leflore Parish  
Clerk of Court



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

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

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

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

3.3 Mortgagee may (at the direction of the Required Lenders), elect to return any part of said funds to Mortgagor or to deposit the same to Mortgagor's account without applying it to the Obligations. Upon the occurrence and during the continuance of an Event of Default, the monthly proceeds of Mortgagor's runs actually received by Mortgagee may be held by Mortgagee and applied in the manner set forth in Section 6.02 of the Credit Agreement.

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

3.5 Mortgagee is hereby absolved from all liability, including liability for Mortgagee's negligence, for failure to enforce collection of the proceeds of runs and from all other responsibility in connection therewith except the responsibility to account to Mortgagor for funds actually received. Mortgagor agrees to indemnify and hold Mortgagee harmless against any and all



*Latourrette Parish*

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

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

3.7 The foregoing assignment shall not cause Mortgagee to be: (a) a Mortgagee in possession; (b) responsible or liable for the control, care, management, operation or repair of the Collateral or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of any Contract or lease in the Oil and Gas Properties; (c) responsible or liable for any waste committed on the Collateral by Mortgagor under any of the Contracts or leases in the Oil and Gas Properties or by any other party; for any dangerous or defective condition of the Collateral; or for any negligence in the management, upkeep, repair or control of the Collateral resulting in loss or injury or death to any person; or (d) responsible for or impose upon Mortgagee any duty to produce Hydrocarbons, rents, profits, runs, or proceeds of runs. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (a) the exercise or failure to exercise any of the rights, remedies or powers granted to Mortgagee hereunder; or (b) the failure or refusal of Mortgagee to perform or discharge any obligation, duty or liability of Mortgagor arising under the Contracts or leases in the Oil and Gas Properties. The exclusions from liability contained herein are intended to apply to liability for Mortgagee's negligence except for gross negligence or willful misconduct, as found by a final and non-appealable judgment of a court of competent jurisdiction.

3.8 Mortgagor hereby appoints Mortgagee as its attorney-in-fact to pursue any and all rights of Mortgagor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons during the continuation of an Event of Default. In addition to the Liens granted to Mortgagee in Section 2.1, Mortgagor hereby further pledges and collaterally transfers and assigns to the Mortgagee, for the benefit of the Secured Parties, any and all such Liens, security interests, financing statements or similar interests of the Mortgagor attributable to



*Latrice P. Harris*

its interest in the As-Extracted Collateral, any other Hydrocarbons and proceeds of runs therefrom arising under or created by any statutory provision, judicial decision or otherwise. The power of attorney granted to Mortgagee in this Section 3.8, being coupled with an interest, shall be irrevocable until the Security Termination has occurred.

3.9 Notwithstanding the foregoing, (i) until such time as an Event of Default has occurred and is continuing, but subject to the provisions of the Credit Agreement, Mortgagee hereby grants to Mortgagor a license to sell its respective Hydrocarbons and receive proceeds from the sale of such Hydrocarbons, which license shall automatically terminate upon such Event of Default and for so long as the same continues, and (ii) Mortgagee has agreed not to exercise its right to receive direct delivery of Hydrocarbons and payment of proceeds immediately but rather, each party producing, purchasing or receiving Hydrocarbons may continue to make such deliveries or payments to such Mortgagor until such time as such party has received notice from Mortgagee that an Event of Default has occurred and is continuing and that such party is directed to make delivery or payment directly to Mortgagee.

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

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

(a) *Title to Collateral.* Mortgagor has good and defensible title to the Collateral free from all Liens except for Permitted Liens.

(b) *Production Burdens, Expenses and Revenues.* Mortgagor's ownership of the Hydrocarbons and the undivided interests therein as specified in Exhibit A will, after giving full effect to the Permitted Liens and after giving full effect to any instruments or agreements affecting Mortgagor's ownership of the Hydrocarbons, afford Mortgagor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Hydrocarbons specified as net revenue interest set forth in the most recently delivered Reserve Report, and will cause Mortgagor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest as set forth in the most recently delivered Reserve Report, of the costs of drilling, developing and operating the wells identified in Exhibit A. Any fractional percentage or decimal interests specified in Exhibit A in referring to Mortgagor's interest in the Collateral are solely for the purposes of the warranties set forth above and shall in no manner limit the quantum of the interests of Mortgagor in the Collateral pledged by Mortgagor hereunder.

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



*Letitia P. Smith*

(d) *Rentals; Leases.* All material rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Collateral have been duly paid or provided for (except for those amounts being contested by Mortgagor in good faith and for which adequate reserves have been maintained in accordance with GAAP), and all leases or subleases comprising a part of the Oil and Gas Properties are valid and subsisting, in full force and effect, and there exists no default or event or circumstance which with the giving of notice or the passage of time or both would give rise to a material default under any such lease or leases, except with respect to any such Collateral that is no longer capable of producing Hydrocarbons in economically reasonable amounts or to the extent such leases have expired in accordance with their terms.

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

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

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

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

4.3 **Operation by Third Parties.** As to any part of the Collateral which is operated by a party other than Mortgagor, until the Security Termination has occurred, Mortgagor shall at Mortgagor's own expense, use reasonable commercial efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Collateral by the working interest owners or the operator or operators of such Collateral, regardless of whether Mortgagor is the operator of the Oil and Gas Properties, except as expressly permitted by the Credit Agreement.

4.4 **Recording.** Mortgagor shall, at Mortgagor's own expense, record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including





applicable financing statements, in such offices and places as are necessary or appropriate, including in the state where Mortgagor is registered as a limited liability company and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a valid lien and security interest (subject in all respects to Permitted Liens) on real or immoveable personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the lien and security interest created hereby in and on the Collateral. Mortgagor hereby irrevocably appoints Mortgagee as its lawful attorney-in-fact for the specific purpose of reinscribing this Mortgage from time to time in the in the public records of for each Parish where the Collateral is located or is offshore and adjacent to; nothing, however, shall require Mortgagee to reinscribe this Mortgage and the failure of Mortgagee to reinscribe shall not be grounds for any cause of action either by Mortgagor or by any subsequent holder(s) of the Obligations.

## ARTICLE V

### Default

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

## ARTICLE VI

### Mortgagee's Rights

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

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

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

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

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

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



*Latourrette Parish*

(b) *Judicial Proceedings.* Upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed by a suit or suits, in equity or at law for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, for the enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Louisiana or on the outer continental shelf adjacent to the State of Louisiana, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral; or without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all or any part of the Collateral to be immediately seized and sold by ordinary or executory process issued by any competent court, either with or without appraisal, and without the necessity of making demand upon Mortgagor in default, all of which are expressly waived by Mortgagor.

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

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

(e) *Certain Aspects of Sale.* Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the





Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of an Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, the appointment of any successor Mortgagee hereunder and the truth and accuracy of all other matters stated therein. Mortgagor does hereby ratify and confirm all legal acts that Mortgagee may do in carrying out Mortgagee's duties and obligations under this Mortgage, and Mortgagor hereby irrevocably appoints Mortgagee to be the attorney in fact of Mortgagor and in the name and on behalf of Mortgagor, to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Mortgagee or any public officer acting under execution or by order of court, to have physically present or constructively in his possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

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

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



*Leah M. Fournier*

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

(i) *Mortgagor's Waiver of Appraisalment and Marshalling.* Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisalment, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any applicable law of the State of Louisiana, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(j) *Other Waivers.*

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as Mortgagee may elect (acting at the direction of the Required Lenders), and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or liens created by this Mortgage.

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

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



*Laurence Parish*

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

(l) *Specific Performance.* Mortgagee may, in addition to the foregoing remedies, or in lieu thereof, in Mortgagee's sole discretion, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained herein, or in aid of the execution or enforcement of any power herein granted.

(m) *Confession of Judgment.* Solely for purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee, for the full amount of the Obligations, whether now existing or arising hereafter, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee in the amount of all additional advances or other expenditures that Mortgagee may make on Mortgagor's behalf or otherwise pursuant to this Mortgage, together with interest thereon.

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



*Laurette Parish*  
Laurette Parish  
Clerk of Court

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

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

6.5 **Keeper.** Should any or all of the Collateral be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, ordinary process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee, or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as keeper of the Property. The designation is pursuant to LSA. RS. 9:5136 through 5140.2, inclusive, as the same may be amended, and Mortgagee shall be entitled to all the rights and benefits afforded thereunder. It is hereby agreed that the keeper shall be entitled to receive as compensation, in excess of its reasonable costs and expenses incurred in the administration or preservation of the Collateral, an amount equal to \$500.00 per hour, which shall be included as Obligations secured by this Mortgage. The designation of keeper made herein shall not be deemed to require Mortgagee to provoke the appointment of such a keeper.

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

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



A handwritten signature in black ink.



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

6.9 **Resignation of Operator.** In addition to all rights and remedies under this Mortgage, at law and in equity, upon the occurrence and during the continuance of any Event of Default, if Mortgagee shall exercise any remedies under this Mortgage with respect to any particular Oil and Gas Property (or Mortgagor shall transfer such Oil and Gas Property "in lieu of" foreclosure) whereupon Mortgagor is divested of its title to such Oil and Gas Property, Mortgagee shall have the right to request that any operator of such Oil and Gas Property which is either Mortgagor or any Affiliate of Mortgagor resign as operator under the joint operating agreement applicable to such Oil and Gas Property, and no later than 60 days (or such earlier time as may be permitted by the applicable joint operating agreement) after receipt by Mortgagor of any such request, Mortgagor shall resign (or, to the extent it is able to do so, cause such other Person to resign) as operator of such Oil and Gas Property.

6.10 **Inapplicability of Certain Provisions.** Anything herein contained to the contrary notwithstanding, the provisions of this Mortgage relative to powers of sale, the rule against perpetuities and other provisions which pertain to rights or remedies not recognized under Louisiana law, shall have no effect. Furthermore, notwithstanding anything contained in this Mortgage to the contrary, all rights and remedies of Mortgagee hereunder shall be subject to and limited by all applicable law in the State of Louisiana governing self-help and extra-judicial repossession of collateral.

## **ARTICLE VII**

### **Miscellaneous**

7.1 **Advances by Mortgagee.** Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. If Mortgagor fails to perform or keep any of the covenants of whatsoever kind or nature contained in this Mortgage, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagors behalf, and Mortgagor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand plus interest thereon from the date of the advance until reimbursement of Mortgagee. In addition, Mortgagor hereby agrees to repay on demand any reasonable out-of-pocket costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such reasonable out-of-pocket costs, expenses and attorney's fees incurred pursuant hereto, plus interest thereon from the date of the advance by Mortgagee until reimbursement of Mortgagee. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

7.2 **Defense of Claims.** Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor's



*Latourne Parish*  
Clerk of Court

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

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

7.4 **Termination.** If Security Termination has occurred, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the written request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage.

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



*Latrice Parish*  
Latrice Parish  
Clerk of Court



7.6 **Security Agreement.** This Mortgage shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, pledge, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. **SUBJECT TO SUBSECTION (4) OF SECTION 9-301 OF THE LOUISIANA UNIFORM COMMERCIAL CODE-SECURED TRANSACTIONS (LSA. R.S. 10:9-301(4)), AS AMENDED, MODIFIED OR SUCCEEDED, THIS MORTGAGE IS INTENDED TO COVER ALL PERSONALTY COLLATERAL INCLUDING MORTGAGOR'S INTEREST IN ALL HYDROCARBONS AS AND AFTER THEY ARE EXTRACTED AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF AT THE WELLHEAD.** This Mortgage shall be filed in the real estate (mortgage and conveyance) records or other appropriate records of the parish or parishes in the state in which any part of the Realty Collateral and Fixture Collateral is located as well as the Uniform Commercial Code records or other appropriate office of the state in which any Collateral is located. Mortgagee hereby is authorized to file financing statements covering the Personalty Collateral, including all Hydrocarbons sold at the wellhead, and Fixture Collateral, which financing statements may be filed in the Uniform Commercial Code records or other appropriate office of the parish or state in which any of the Collateral is located or is adjacent to such parish or state or in any other location permitted or required to perfect Mortgagee's security interest under the Uniform Commercial Code. In addition, Mortgagor hereby irrevocably authorizes Mortgagee and any affiliate, employee or agent thereof, at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statement or document and amendments thereto, without the signature of Mortgagor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Mortgage.

7.7 **Declaration of Fact.** Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-508, where applicable. Mortgagor specifically agrees that such an affidavit by a representative of Mortgagee as to the existence, amount, terms and maturity of the Obligations and of a default thereunder shall constitute authentic evidence of such facts for the purpose of executory process.

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

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



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

7.11 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee (acting at the direction of the Required Lenders), be waived, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

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

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

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

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

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

With a copy to: O'Melveny & Myers LLP  
2801 N. Harwood Street, Suite 1600  
Dallas, Texas 75201  
Attention: Jason A. Schumacher  
Telephone: (972) 360-1942



*Laurette Parish*

Email address: jschumacher@omm.com

Mortgagee: Ankura Trust Company, LLC  
140 Sherman Street  
Fairfield, CT 06824  
Attn: Krista Gulalo  
Email: krista.gulalo@ankura.com

With a copy to: Cahill Gordon & Reindel LLP  
32 Old Slip  
New York, NY 10005  
Attention: Jordan Wishnew  
Telephone: (212) 701-3450  
Email address: JWishnew@cahill.com

7.16 **Condemnation.** All awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee hereby is authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may at the option of Mortgagee (acting at the direction of the Required Lenders), be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

7.17 **Successors and Assigns.**

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

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



*John M. Johnson*

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

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

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

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

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

7.23 **Alienation; Pact de Non Alienando.** The Collateral is to remain specially mortgaged, affected and hypothecated unto and in favor of Mortgagee and in favor of any and all future holder or holders of the Obligations until the full and final payment of all Obligations secured hereby, and Mortgagor is herein and hereby bound and obligated not to sell, alienate, mortgage or encumber the Collateral, or any part thereof, to the prejudice of this act, and not to permit or suffer the same to be so sold, alienated, deteriorated or encumbered.

7.24 **Certain Louisiana References.** Each reference to a "lien" will include a reference to a "privilege," "mortgage," "collateral assignment pledge," and/or "security interest," as appropriate. Each reference to an "easement" or "easements" will include a reference to a "servitude" and "servitudes." Each reference to a parish will include a reference to a Louisiana parish. The terms "land," "real property," and "real estate" will mean "immovable property" as that term is used in the Louisiana Civil Code. The term "personal property" will mean "movable property" as that term is used in the Louisiana Civil Code. The term "intangible" will mean "incorporeal" as that term is used in the Louisiana Civil Code. Reference to "receiver" shall be



*Scott M. Fournier*



deemed to be a keeper appointed by Mortgagee as provided herein. The term “fee estate” or “fee simple title” will mean “full ownership interest” as that term is used in the Louisiana Civil Code. The term “condemnation” will include “expropriation” as that term is used in Louisiana law. The term “conveyance in lieu of foreclosure” or “action in lieu thereof” will mean “giving in payment” as that term is used in the Louisiana Civil Code. The term “joint and several” will mean “solidary” as that term is used in the Louisiana Civil Code.

7.25 **Novation**. The Obligations secured by this Mortgage will continue with respect to any new obligation arising from any novation (subjective or objective) of the extinguished obligation as permitted by Louisiana Civil Code Article 1884, as well as to any other renewals, refinancings, modifications, amendments, revisions or extensions of the Obligations.

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

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

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

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

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



*Antoine J. Paturel*

7.31 **Insurance Proceeds.** Mortgagor collaterally assigns and pledges to Mortgagee the right to receive all proceeds of any insurance policies insuring against loss or damage to the Collateral in accordance with the provisions of Louisiana Revised Statutes 9:5386.

7.32 **Future Advances.** This Mortgage has been executed by Mortgagor pursuant to Louisiana Civil Code articles 3298, et seq., Louisiana Civil Code Articles 3141-3175, Louisiana Revised Statutes 9:5386-5389, the UCC, and other applicable laws, for the purpose of securing the Obligations that may now be existing and/or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law.

7.33 **Power of Attorney.** To the extent applicable, any powers of attorney and similar grants of authority given by Mortgagor to Mortgagee in this Mortgage shall be deemed given pursuant to the provisions of La. R.S. § 9:5388.

7.34 **Business Purpose and Waiver of Homestead.** Mortgagor represents that the Credit Agreement evidences an indebtedness incurred for a business or commercial purpose, and Mortgagor waives any homestead and other exemptions from seizure with regard to the Collateral to which Mortgagor may be entitled under the laws of the State of Louisiana.

7.35 **Waivers of Certificates.** The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, assignment of accounts receivable and other certificates and relieve and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

7.36 **No Paraph.** For purposes of Louisiana Revised Statutes 9:5169 and other applicable law, Mortgagor declares that none of the Obligations secured by this Mortgage have been “paraphed” for identification with this Mortgage.

7.37 **Taxpayer Identification Number.** Mortgagor does hereby represent, warrant and covenant to and with Mortgagee, its successors and assigns, that Mortgagor’s federal taxpayer identification number is correctly listed on the first page of this Mortgage. Mortgagor shall give Mortgagee thirty (30) days (or such shorter period as may be agreed by Mortgagee) notice prior to any change in Mortgagor’s taxpayer identification number by Mortgagor and shall give Mortgagee notice of any change in Mortgagor’s taxpayer identification number that is not made by Mortgagor within thirty (30) days after such change. In the event of any change whatsoever in Mortgagor’s taxpayer identification number, Mortgagor will execute, authorize and file any new UCC financing statements or any other documents that are necessary or desirable to preserve and continue Mortgagee’s security interest under this Mortgage within thirty (30) days after request by Mortgagee.

7.38 **Mineral Mortgage.** This Mortgage is granted in accordance with Article 3168 *et seq.* of the Louisiana Civil Code and LAS. RS. 31:203 *et seq.*

7.39 **Exculpation Provisions.** Each of the parties hereto specifically agrees that it has a duty to read this Mortgage; and agrees that it is charged with notice and knowledge of the terms of this Mortgage; that it has in fact read this Mortgage and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Mortgage; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of

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Antoine Poirier  
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this Mortgage; and has received the advice of its attorney in entering into this Mortgage; and that it recognizes that certain of the terms of this Mortgage result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Mortgage on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."

7.40 **Collateral Agent.** Ankura Trust Company, LLC has or will be appointed as Mortgagee and Collateral Agent for the Secured Parties hereunder. It is expressly understood and agreed by Mortgagor that any authority conferred upon Mortgagee and the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Collateral Agent pursuant to the Credit Agreement and the Hedge Intercreditor Agreement, and that Mortgagee and the Collateral Agent have agreed to act (and any successor Mortgagee and Collateral Agent shall act) as such hereunder only on the express conditions contained in the Credit Agreement and the Hedge Intercreditor Agreement. Any successor Collateral Agent appointed pursuant to the Credit Agreement or the Hedge Intercreditor Agreement shall be entitled to all the rights, interests and benefits of Mortgagee and the Collateral Agent hereunder. In the performance of any obligations set forth herein, Mortgagee shall be entitled to all of the rights, benefits, protections, indemnities and immunities afforded to it under the Secured Transaction Documents.

7.41 **Hedge Intercreditor Agreement.** Notwithstanding anything herein to the contrary, this Mortgage and the exercise of any right or remedy hereunder are subject to the provisions of the Hedge Intercreditor Agreement (if applicable) and, further, to the extent any provision herein contained shall be inconsistent with any provision contained in the Hedge Intercreditor Agreement, the provisions of the Collateral Agency Agreement shall prevail.

**THIS WRITTEN AGREEMENT AND THE SECURED TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

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



*Latourrette Parish*

THUS DONE AND PASSED, on the date initially set forth above to be effective as of the Effective Date, before me the undersigned Notary Public, qualified in said State and County above written, and in the presence of the undersigned competent witnesses, with Mortgagor and me, the said Notary Public, after due reading the of the whole.

**MORTGAGOR:**

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

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

Name: Nealesh D. Shah  
Title: Vice President

**WITNESSES:**

\_\_\_\_\_  
Printed Name: Abby Stisher

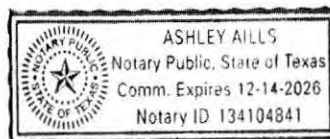
\_\_\_\_\_  
Printed Name: Meg Gorman

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

Printed name of Notary Public: Ashley Aills

Notary Identification No. or Bar Roll No.: 134104841

My Commission expires: 12-14-26



Signature Page to Multiple Indebtedness Mortgage, Assignment of Production and Security  
Agreement



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**EXHIBIT A**  
**TO**  
**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND**  
**SECURITY AGREEMENT**

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

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

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

Schedule I – Leasehold Interests

Schedule II – Wells

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**Schedule I**

**LEASES**

**BARATARIA - MISSISSIPPI CANYON 521**

**RECORD TITLE INTEREST**

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

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

Working and Net Revenue  
Interests

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

Right-of-Way OCS-G 29341

Working Interest

100.00000%

**Agreements and Instruments:**

1. Deepwater Operating Agreement dated effective January 1, 2015, between Deep Gulf Energy III, LLC, Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC and Ridgewood Barataria, LLC, as amended.



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Schedule I

LEASES

**GLADDEN - MISSISSIPPI CANYON BLOCK 800**

**RECORD TITLE INTEREST**

Parish/County:                      Plaquemines Parish, Louisiana

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

Working and Net Revenue Interests

<u>WI</u>	<u>NRI with Royalty Relief</u>	<u>NRI - No Royalty Relief</u>
<u>20.00%</u>	<u>19.60%</u>	<u>17.10%</u>

**Agreements and Instruments:**

1. Offshore Operating Agreement effective January 23, 2007, between Newfield, Exploration Company as Operator and Deep Gulf Energy, LP and ATP Oil & Gas Corporation as Non-Operators, as amended.



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**Schedule I**

**LEASES**

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

**OPERATING RIGHTS INTEREST**

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

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

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

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

<u>WI</u>	<u>NRI</u>
<u>34.9624100%</u>	<u>27.6874790%</u>

Right-of-Way OCS-G 29236

Working Interest

100.00000%

**Agreements and Instruments:**

1. Operating Agreement dated effective September 1, 2007, between BP Exploration & Production Inc., Marubeni Oil & Gas (USA) Inc. and Dominion Exploration & Production Inc., as amended.
2. Unit Operating Agreement for MC 727 Unit dated effective February 1, 2013, between Deep Gulf Energy II, LLC, Eni Petroleum US LLC and Marubeni Oil & Gas (USA) Inc., as amended.



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Schedule I

LEASES

**MARMALARD - MISSISSIPPI CANYON BLOCK 255 / 300**

**RECORD TITLE INTEREST**

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

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

Working and Net Revenue Interests

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

After 20% IRR is Reached

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

OCS-G 22868, effective (not stated on lease treated as June 1, 2001), by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 300, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

Working and Net Revenue Interests

<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>9.4228710%</u>

After 20% IRR is Reached

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>9.0696640%</u>



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## Schedule I

### LEASES

#### **Agreements and Instruments:**

1. Operating Agreement effective June 18, 2008, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC and Deep Gulf Energy II, LLC.
2. Unit Operating Agreement dated February 1, 2012, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore LLC, Stephens Production Company, LLC, Ridgewood Energy Corporations, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC, ILX Prospective Leases, LLC and Crux1, LLC, as amended.



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Schedule I

LEASES

**NOONAN – DANNY I GARDEN BANKS BLOCK 506**

**RECORD TITLE INTEREST**

Parish/County: Cameron Parish, Louisiana  
Vermilion Parish, Louisiana

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

Danny I - Working and Net  
Revenue Interests

<u>WI</u>	<u>NRI</u>
<u>30.0000000%</u>	<u>26.2500000%</u>

**Agreements and Instruments:**

1. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering GB 463, 506, 507 506.
2. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering EC 371 (S/2) and EC 381.
3. Offshore Operating Agreement dated effective November 1, 2010, between Deep Gulf Energy, LP, Deep Gulf Energy II, LLC and Energy Resource Technology GOM, Inc.



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Schedule I

LEASES

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

**RECORD TITLE INTEREST**

Parish/County:           Plaquemines Parish, Louisiana  
                                  Lafourche Parish, Louisiana  
                                  Baldwin County, Alabama  
                                  Mobile County, Alabama  
                                  Jackson County, Mississippi

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

Working and Net Revenue Interest

<u>WI</u>	<u>NRI</u>
<u>61.057020%</u>	<u>47.013905%</u>

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

Working and Net Revenue Interests

<u>WI</u>	<u>NRI</u>
<u>54.8750000%</u>	<u>42.2537500%</u>

Right-of-Way OCS-G 29336

Working Interest

100.0000000%



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## Schedule I

### LEASES

#### Agreements and Instruments:

1. Joint Operating Agreement Odd Job Prospect effective July 1, 2002, between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC covering MC 213, 214 & 215, as amended.
2. Odd Job Unit Operating Agreement effective March 1, 2013, between Eni US Operating Co. Inc., Eni Petroleum US LLC and Deep Gulf Energy II, LLC, as amended.
3. Odd Job Prospect Unit Operating Agreement effective March 2, 2013 between Eni Petroleum US LLC, Ecopetrol America Inc., Calypso Exploration, LLC and Deep Gulf Energy II, LLC, as amended



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Schedule I

LEASES

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

**RECORD TITLE INTEREST**

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

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

Working and Net Revenue Interests

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

**Agreements and Instruments:**

1. Unit Operating Agreement dated effective January 1, 2009, between Noble Energy, Inc., BP Exploration & Production Inc., Red Willow Offshore, LLC and HE&D Offshore, L.P., as amended.
2. Offshore Operating Agreement dated October 10, 2014, between Deep Gulf Energy III, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures I, LLC, Ridgewood South Santa Cruz, LLC and ILX Prospect South Santa Cruz, LLC, as amended



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**Schedule I**

**LEASES**

**SOB II - MISSISSIPPI CANYON BLOCK 431**

**RECORD TITLE INTEREST**

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

OCS-G 22877, effective June 1, 2001, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 431, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

**Working and Net Revenue Interests**

**Before 10% IRR is Reached**

<u>WI</u>	<u>NRI</u>
<u>11.8231100%</u>	<u>9.1849220%</u>

**After 10% IRR is Reached**

<u>WI</u>	<u>NRI</u>
<u>11.3985825%</u>	<u>8.8529415%</u>

**After 20% IRR is Reached**

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

**Agreements and Instruments:**

1. Unit Operating Agreement effective April 1, 2011, between LLOG Exploration Offshore, L.L.C., HE&D Offshore, L.P., Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC and Deep Gulf Energy II, LLC, as amended.
2. Operating Agreement effective August 12, 2018, between LLOG Exploration Offshore, LLC, Calypso Exploration, LLC, Crux1, LLC, Kosmos Energy Gulf of Mexico Operations, LLC, Ridgewood Energy Corporation, ILX Prospect Driller, LLC and Houston Energy Deepwater Ventures II, LLC.



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**Schedule I**

**LEASES**

**TORNADO - GREEN CANYON BLOCK 281**

**OPERATING RIGHTS INTEREST**

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

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

Working and Net Revenue Interests

<u>WI</u>	<u>NRI</u>
<u>35.00000%</u>	<u>24.93750%</u>

**Agreements and Instruments:**

1. Offshore Operating Agreement dated effective September 30, 2007, between Energy Resource Technology GOM, Inc., and Sojitz GOM Deepwater, Inc., as amended.



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Latourche Parish  
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**Schedule I**

**LEASES**

**WINTERFELL – GREEN CANYON BLOCKS 943 / 944 / 987 / 988**

**RECORD TITLE INTEREST**

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

OCS-G 36060, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

**Working and Net Revenue Interests**

<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36061, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

**Working and Net Revenue Interests**

<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36309, dated effective as of June 1, 2018, by and between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC and LLOG Bluewater Holdings, L.L.C. Lessees, covering all of Block 987, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

**Working and Net Revenue Interests**

<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.242026%</u>

OCS-G 35417, dated effective as of June 1, 2014, by and between the United States of America, as Lessor, and Houston Energy, L.P. and Red Willow Offshore, LLC as Lessees, covering all of Block 988, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

**Working and Net Revenue Interests**

<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.502647%</u>



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*Leah M. Hume*

Lafourche Parish  
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## Schedule I

### LEASES

#### Agreements and Instruments:

1. Operating Agreement effective November 1, 2019, between BOE Exploration & Production LLC, Beacon Offshore Energy Exploration LLC, Red Willow Offshore, LLC and Houston Energy, L.P., as amended.



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**Schedule I**

**LEASES**

**GETTYSBURG – DE SOTO CANYON BLOCKS 398 / 399**

**RECORD TITLE INTEREST**

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

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

Working and Net Revenue Interests

<u>WI</u>	<u>NRI</u>
<u>25.0000000%</u>	<u>19.3125000%</u>

OCS-G 37782 dated effective as of April 1, 2024, by and between the United States of America, as Lessor, and Shell Offshore Inc. as Lessee, covering all of Block 399, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

Working and Net Revenue Interests

<u>WI</u>	<u>NRI</u>
<u>25.0000000%</u>	<u>20.1458300%</u>

**Agreements and Instruments:**

1. Operating Agreement effective January 28, 2025, between Shell Offshore Inc. and Kosmos Energy Gulf of Mexico Operations, LLC.



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Schedule I

LEASES

**TIBERIUS – KEATHLEY CANYON 964**

**RECORD TITLE INTEREST**

**Parish/County:** St. Mary Parish, Louisiana  
Iberia Parish, Louisiana  
Vermilion Parish, Louisiana

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

Working and Net Revenue Interests

<u>WI</u>	<u>NRI</u>
<u>50.0000000%</u>	<u>40.1251500%</u>

Proposed Right-of-Way OCS-G 29566

Working Interest

\*100%

\* Kosmos Interest upon BOEM approval

Proposed Right-of-Way OCS-G 29763

Working Interest

\*100%

\* Kosmos Interest upon BOEM approval

**Agreements and Instruments:**

1. Joint Operating Agreement effective August 1, 2022, between Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC, as amended.



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# Schedule II

## WELLS

Prospect	Block	Lease Number	Well Name/Number	API #	Working Interest	Net Revenue Interest	Net Revenue Interest w/ Royalty Relief	Net Revenue Interest w/o Royalty Relief
Barataria	Mississippi Canyon 521	OCS-G 34441	SS001	608174131300	22.500000%	15.738750%	NA	NA
Gladden	Mississippi Canyon 800	OCS-G 18292	SS001; SS002	608174112701 608174140600	20.000000%	NA	19.600000%	17.100000%
Kodiak	Mississippi Canyon 771	OCS-G 24107	SS002; SS003	608174141900 608174129200	34.962410%	27.687479%	NA	NA
Marmalard	Mississippi Canyon 255	OCS-G 24064	SS001; SS002; SS003; SS003-ST	608174125800 608174130500 608174148900 608174148901	11.398583%	8.852942%	NA	NA
Marmalard	Mississippi Canyon 300	OCS-G 22868	SS001; SS002	608174120600 608174129500	11.398583%	9.422871%	NA	NA
Noonan - Danny I	Garden Banks 506	OCS-G 26664	002	608074028601	30.000000%	26.250000%	NA	NA
Odd Job	Mississippi Canyon 214	OCS-G 24059	002	608174138001	61.057020%	47.013905%	NA	NA
Odd Job	Mississippi Canyon 215	OCS-G 24060	SS001; SS002	608174129101 608174137600	54.875000%	42.253750%	NA	NA
SOB2	Mississippi Canyon 431	OCS-G 22877	SS002	608174120301	11.823110%	NA	10.277764%	9.184922%
South Santa Cruz	Mississippi Canyon 563	OCS-G 21176	SS001	608174130000	40.500000%	NA	33.210000%	28.147500%
Tiberius	Keathley Canyon 964	OCS-G 36694	004; ST00BP01	608084007400 608084007401	50.000000%	40.125150%	NA	NA
Tornado	Green Canyon 281	OCS-G 33242	SS001, SS002, SS003	608114065701 608114069101 60811407801	35.000000%	24.937500%	NA	NA
Winterfell	Green Canyon 943	OCS-G 36060	WA002	608114075301	25.04375%	19.323483%	NA	NA
Winterfell	Green Canyon 944	OCS-G 36061	WA001, WA003, WB001	608114074301 608114077701 608114079001	25.04375%	19.323483%	NA	NA

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*John H. Hume*

Laurens Powell  
Owner

Alterations and Supplementation of any of this certified copy may violate La. R.S. 40:103, Article 1022 (State's Seal).



**EXHIBIT B**  
**TO**  
**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND**  
**SECURITY AGREEMENT**

#104289596v2  
4922-5982-7299.6



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WRITTEN CONSENT OF THE SOLE MEMBER  
OF  
KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC

September 24, 2025

The undersigned, being the sole member (the "Sole Member") of KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC, a Delaware limited liability company (the "Company"), hereby adopt the following resolutions by written consent in lieu of a meeting, pursuant to Sections 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 *et seq.* the following resolutions.

CREDIT AGREEMENT RESOLUTIONS

Reference is made to that certain Senior Secured Term Loan Credit Agreement (the "Credit Agreement"; all capitalized terms used but not defined under the heading "Credit Agreement Resolutions" shall have the meanings ascribed to such terms in the Credit Agreement), among the Company, as borrower (in such capacity, the "Borrower"), KOSMOS ENERGY GOM HOLDINGS, LLC, a Delaware limited liability company ("GOM Holdings"), KOSMOS ENERGY GULF OF MEXICO, LLC, a Delaware limited liability company ("Holdings"), KOSMOS ENERGY GULF OF MEXICO MANAGEMENT, LLC, a Delaware limited liability company ("GOM Management" and together with GOM Holdings and Holdings, each a "Guarantor" and collectively, the "Guarantors"), each Lender from time to time party thereto (collectively, the "Lenders" and each individually, a "Lender"), and Ankura Trust Company, LLC, a New Hampshire limited liability company as term loan collateral agent and administrative agent (in such capacities, collectively, the "Agent").

NOW, THEREFORE, BE IT

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

RESOLVED: That (i) the Fee Letter (the "Fee Letter"), by and among the Borrower and the Agent, (ii) the Term Loan Security Agreement (the "Security Agreement"), by and among the Company, the Guarantors and the Agent, (iii) the Effective Date Term Loan Notes and the Delayed Draw Term Loan Notes (collectively, the "Notes"), from the Borrower in favor of each of the Lenders requesting a Note, (iv) those certain Mortgages, Assignments of Production, Security Agreements, Fixture Filings and Financing Statements dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower located in the State of Alabama (the "AL Mortgages"), (v) those certain Multiple Indebtedness Mortgages, Assignments of Production and Security Agreements, dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower located in the State of Louisiana (the "LA Mortgages"), (vi) those certain Deeds of Trust, Assignments of Production, Security Agreements, Fixture Filings and Financing Statements dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower in the State of Mississippi (the "MS Mortgages"), (v) the Shell Hedge Agreement and (vi) the GOM Offtake Agreement between the Borrower and Shell Trading (US) Company, in each case in substantially the forms presented to the Sole Member and reviewed by the Sole Member, are hereby authorized, adopted and approved; and that the Authorized Officers be, and each of them hereby is, authorized to execute and deliver, in the name of and on behalf of the Company,

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the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement with such changes, modifications and amendments thereto as may be deemed necessary or appropriate and approved by any of the Authorized Officers, the execution by any such Authorized Officer of the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement being conclusive evidence of his or her approval thereof and his or her authority hereunder.

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

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

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

RESOLVED: That in connection with the Loan Documents, the Company is authorized and directed to (i) borrow the Loans, (ii) incur the Obligations, (iii) grant security interests in, liens upon and pledges of, certain of the Company's property and assets (including equity interests owned in its subsidiaries) pursuant to the terms of the Security Agreement, the AL Mortgages, the LA Mortgages, and the MS Mortgages and any other applicable Loan Document, (iv) perform its duties and obligations under the Loan Documents, and (v) authorize the Agent, on behalf of any Lenders, as applicable, to take all such further action to maintain and perfect such liens, and to take such action as is otherwise necessary to effect the purposes of the Loan Documents and to execute and/or authorize (as applicable) any and all security agreements, collateral assignments, certificates, financing statements, including, without limitation, UCC-1 financing statements and any other documents in connection therewith.

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

RESOLVED: That the Authorized Officers of the Company be, and each of them hereby is, authorized to enter into, execute and deliver, from time to time, such amendments (including, without

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limitation, amendments increasing or decreasing the amount of credit available or extending the maturity of the same), modifications, extensions, renewals, supplements, consolidations and replacements of any of the Loan Documents, in such form and with such terms as the Authorized Officer executing the same, in his or her sole discretion, shall approve, the execution by any Authorized Officer of any such amendment, modification, extension, renewal, supplement, consolidation or replacement being conclusive evidence of his or her approval thereof and his or her authority hereunder.

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

#### GENERAL RESOLUTIONS

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

RESOLVED: That the authority conferred upon the aforesaid Authorized Officers by the above resolutions shall remain in full force and effect until revocation by further resolution of the Sole Member, and any other party to whom the Transaction Documents may be delivered for processing in connection with the transactions contemplated thereby shall be conclusively entitled to rely upon the authority of such Authorized Officer and by his or her execution of any document, certificate or agreement.

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

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

[Signature page follows]

4925-2854-7948.1



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*Antoine J. Poirier*

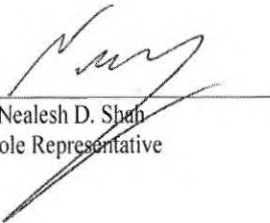
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IN WITNESS WHEREOF, the undersigned have executed this written consent as of the date first written above.

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

BY: KOSMOS ENERGY GULF OF MEXICO  
MANAGEMENT, LLC, AS SOLE MEMBER

By:   
Name: Nealesh D. Shah  
Title: Sole Representative



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# St. Mary Parish Recording Page

Greg Aucoin  
Clerk of Court  
500 Main Street  
P.O. Drawer 1231  
Franklin, LA 70538  
(337) 828-4100

Received From :  
CSC

**First MORTGAGOR**

KOSMOS ENERGY GULF OF MEXICO OPERATIONS LLC

**First MORTGAGEE**

ANKURA TRUST COMPANY LLC

Index Type : MORTGAGES

File Number : 369561

Type of Document : MORTGAGE

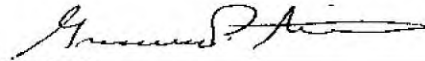
Book : 1743

Page : 539

Recording Pages : 53

## Recorded Information

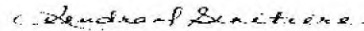
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Mary Parish, Louisiana.

  
Clerk of Court

This instrument was eRecorded.  
On (Recorded Date) : 10/01/2025  
At (Recorded Time) : 4:00:28PM

CLERK OF COURT  
GREG AUCOIN  
Parish of St. Mary  
I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 10/01/2025 at 4:00:28  
Recorded in Book 1743 Page 539  
File Number 369561





Deputy Clerk

Return To : CSC

## St. Mary Parish Recording Page

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**Greg Aucoin**  
**Clerk of Court**  
500 Main Street  
P.O. Drawer 1231  
Franklin, LA 70538  
(337) 828-4100

---

**Received From :**  
CSC

**First MORTGAGOR**

KOSMOS ENERGY GULF OF MEXICO OPERATIONS LLC

---

**First MORTGAGEE**

ANKURA TRUST COMPANY LLC

---

**Index Type :** MORTGAGES

**File Number :** 369561

**Type of Document :** MORTGAGE

**Book :** 1743

**Page :** 539

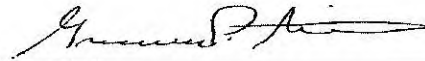
**Recording Pages :** 53

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### Recorded Information

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I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Mary Parish, Louisiana.

  
Clerk of Court



This instrument was eRecorded.

On (Recorded Date) : 10/01/2025

At (Recorded Time) : 4:00:28PM

**Return To :** CSC

*Execution Version*

**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND  
SECURITY AGREEMENT**

THIS INSTRUMENT IS A MULTIPLE INDEBTEDNESS MORTGAGE.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN MINERALS OR THE LIKE (INCLUDING OIL AND GAS) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD. THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN FIXTURES. PRODUCTS OF THE COLLATERAL ALSO ARE COVERED.

FROM

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

TO

ANKURA TRUST COMPANY, LLC  
140 Sherman Street  
Fairfield, CT 06824  
(Mortgagee and Secured Party)  
September 24, 2025

\*\*\*\*\*

This instrument, prepared by Morgan, Lewis & Bockius LLP, 1000 Louisiana Street, Suite 4000, Houston, Texas 77002 (Phone: 713-890-5000) and reviewed for compliance with recording requirements by Adams & Reese LLP, Hancock Whitney Center, 701 Paydras Street, Suite 4500, New Orleans, LA 70139 (Phone: 504-585-0175), contains after-acquired property provisions and covers future advances and proceeds to the fullest extent allowed by applicable law.

ATTENTION RECORDING OFFICER: This instrument is a mortgage of both real/immovable and personal/movable property and is, among other things, a Security Agreement under the Uniform Commercial Code in effect in the State of Louisiana. This instrument creates a lien on rights in or relating to lands of Mortgagor that are described on Exhibit A attached hereto and made a part hereof and in instruments and documents described on such Exhibit A.

**RECORDED DOCUMENT SHOULD BE RETURNED TO:**

Morgan, Lewis & Bockius LLP  
1000 Louisiana Street, Suite 4000  
Houston, Texas 77002



Attention: Matthew D. Lea

**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND  
SECURITY AGREEMENT**

MULTIPLE INDEBTEDNESS MORTGAGE,	§	UNITED STATES OF AMERICA
ASSIGNMENT OF PRODUCTION AND	§	
SECURITY AGREEMENT	§	THE STATE OF TEXAS
	§	
	§	COUNTY OF DALLAS
BY: KOSMOS ENERGY GULF OF	§	
MEXICO OPERATIONS, LLC	§	
	§	
TO: ANKURA TRUST COMPANY, LLC	§	
	§	
	§	
	§	

BE IT KNOWN, that on September 24, 2025, before the undersigned Notary Public, duly commissioned and qualified in and for the State and County aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

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

who, being duly sworn, declared that

This MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT (this "Mortgage") is executed to be effective as of September 24, 2025 ("Effective Date"), by Mortgagor in favor of Ankura Trust Company, LLC, a New Hampshire limited liability company with offices at 140 Sherman Street, Fairfield, CT 06824 as Collateral Agent ("Mortgagee"), for the benefit of the Secured Parties.

**RECITALS**

A. Mortgagor is party to that certain Senior Secured Term Loan Credit Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Mortgagor, as the borrower, the other Loan Parties party thereto, Mortgagee, as term loan collateral agent and administrative agent, and the lenders from time to time party thereto (the "Lenders"), pursuant to which the Lenders have agreed to make loans and other extensions of credit to Mortgagor for the purposes set forth therein.

B. The Mortgagor and/or certain other Loan Parties have entered, or may enter, into certain agreements regarding Secured Hedge Agreements and the GOM Offtake Agreement (collectively, the “Secured Ancillary Documents”).

C. Mortgagee, the Hedge Providers (as defined in the Credit Agreement) party thereto, Mortgagor and/or certain other Loan Parties and the other Persons party thereto from time to time, have entered, or may enter, into a Hedge Intercreditor Agreement.

D. Mortgagor and the other Loan Parties are party to that certain Term Loan Collateral and Guarantee Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Security Agreement”). The Credit Agreement, the Secured Ancillary Documents, the Term Loan Security Agreement and the other Loan Documents are collectively referred to herein as the “Secured Transaction Documents”.

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

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

## **ARTICLE I**

### **Definitions**

1.1 “Collateral” means the Realty Collateral, Personalty Collateral and Fixture Collateral.

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

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

1.4 “Excluded Property” means the following:

(a) any motor vehicle and other vehicles subject to certificates of title (except to the extent the security interest in such assets can be perfected by the filing of a UCC-1 financing statement);

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

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

(d) margin stock (within the meaning of Regulation T, Regulation U or Regulation X);

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



Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition is no longer effective;

(f) any Excluded Account;

(g) Intellectual Property and licenses, including any "intent-to-use" Trademarks until such time as Mortgagor files an amendment to allege use or statement of use and such filing is examined and accepted by the United States Patent and Trademark Office for any such Trademarks;

(h) any Letter of Credit Rights (as defined in the UCC) (other than to the extent a Lien thereon can be perfected by filing an "all assets" UCC-1 or automatically as a supporting obligation for other collateral required to be perfected under the Loan Documents);

(i) any equipment or other asset owned by Mortgagor that is subject to a purchase money lien or a Capitalized Lease, in each case, as permitted under the Loan Documents, if the contract or other agreement in which such Lien is granted (or the documentation providing for such Capitalized Lease) prohibits or requires the consent of any Person other than Mortgagor's as a condition to the creation of any other security interest on such equipment or asset, such consent has not been obtained, and, in each case, such prohibition or requirement is permitted by the Loan Documents;

(j) those assets as to which Mortgagee shall determine (acting at the direction of the Required Lenders) that the cost or other consequence of obtaining a Lien thereon or perfection thereof are excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby;

(k) any Oil and Gas Properties that are neither related to or attributable to the Hydrocarbon Interests described on Exhibit A nor are classified as Proved Reserves, together with any Property used exclusively in connection with such excluded Oil and Gas Properties; and

(l) any Building (as defined in the applicable Flood Insurance Regulations) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulations) owned by any Loan Party,

*provided*, that in case of clauses (b) and (c) of this definition, the security interest hereunder shall attach immediately and automatically (without need for any further grant or act) at such time as the conditions described in clause (b) or (c), as applicable, preventing such attachment cease to exist and to the extent severable shall in any event, attach to all rights in respect of such Property that are not subject to the applicable conditions described in clause (b) or (c); provided, further that "Excluded Property" shall (1) not include any right to receive proceeds from the sale or other disposition of Excluded Property or any proceeds, substitutions or replacements of Excluded Property (unless such proceeds, substitutions or replacements would constitute Excluded Property).

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

1.6 "Fixture Collateral" means all of Mortgagor's interest now owned or hereafter acquired in and to all Fixture Operating Equipment and all proceeds, products, renewals, increases,

profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

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

1.8 “Hydrocarbon Interests” means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, fee interests, surface interests, mineral fee interests, overriding royalty interests and other royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature, in each case, which are expressly described on Exhibit A and all other interests of Mortgagor consisting of Proved Reserves whether now owned or hereafter acquired. Unless otherwise indicated herein, each reference to the term “Hydrocarbon Interests” shall mean Hydrocarbon Interests of Mortgagor.

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

1.10 “Obligations” means all obligations (whether now existing or hereafter arising, absolute or contingent, joint, several, or independent) of every nature of each Loan Party from time to time owed to any Agent (including former Agents) or any Lender from time to time outstanding under the Credit Agreement and under the other Loan Documents or otherwise under any Loan, Secured Ancillary Document, including, without limitation, all principal and all interest, fees, premium, expenses, Erroneous Payment Subrogation Rights, and other charges accrued or accruing (or which would, absent commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto, accrue) on or after the commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto at the rate provided for herein or the relevant Loan Document, whether or not such interest, fees, premium, expenses or other charges are allowed or allowable in any such bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto.

1.11 “Oil and Gas Property” or “Oil and Gas Properties” means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, including all oil in tanks, and all rents, issues, profits,



proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests; and (g) all Properties, rights, titles, interests and estates described or referred to above, including any and all tangible Property, real or personal, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells, all permanently abandoned and inactive wells, dry holes or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, pipelines, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise indicated herein, each reference to the term "Oil and Gas Properties" shall mean Oil and Gas Properties of Mortgagor.

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

1.13 "Personalty Collateral" means all of Mortgagor's interest now owned or hereafter acquired in and to all Operating Equipment, all Hydrocarbons severed and extracted from or attributable to the Oil and Gas Properties, including oil in tanks and all other "as-extracted" collateral from or attributable to the Oil and Gas Properties, general intangibles attributable to or specifically held in inventory for use on the Oil and Gas Properties and all accounts (including accounts resulting from the sale of Hydrocarbons at the wellhead), contract rights, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with the sale or other disposition of any Hydrocarbons or otherwise, including all Liens securing the same, all accounts, contract rights and general intangibles attributable to or related to the Oil and Gas Properties and now existing or hereafter arising regardless of whether any of the foregoing is in connection with or resulting from any of the Contracts, including all Liens securing the same, all Contracts, all personal property located

on the real property described in Exhibit A, all proceeds and products of the Realty Collateral and any other contracts or agreements, all information concerning the Oil and Gas Properties and all wells located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, well files, and other books and records (including computerized records and data), any options or rights of first refusal to acquire any Realty Collateral, all As-Extracted Collateral (as defined in the UCC) located in or related to the Oil and Gas Properties, including, without limitation, all As-Extracted Collateral relating to the Hydrocarbon Interests and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

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

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

1.16 “Security Termination” means such time at which a Repayment Event shall have occurred.

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

## **ARTICLE II**

### **Creation of Security**

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

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

Subject, however, to the condition that Mortgagee shall not be liable in any respect for the performance of any covenant or obligation of Mortgagor with respect to the Collateral. Any reference in Exhibit A to the name of a well shall not be construed to limit the Collateral to the well bore of such well or in the pro rata units. It is Mortgagor's intent that this Mortgage cover Mortgagor's entire interest in the lands, leases, units and other interests set forth in Exhibit A.

Notwithstanding anything contained herein to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation (hereinafter defined)) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Realty Collateral," "Fixture Collateral" or "Personalty Collateral", and no Buildings or Manufactured (Mobile) Homes are encumbered by this Mortgage. As used herein, "Flood Insurance Regulations" shall mean the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, and the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.



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

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

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

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

3.3 Mortgagee may (at the direction of the Required Lenders), elect to return any part of said funds to Mortgagor or to deposit the same to Mortgagor's account without applying it to the Obligations. Upon the occurrence and during the continuance of an Event of Default, the monthly proceeds of Mortgagor's runs actually received by Mortgagee may be held by Mortgagee and applied in the manner set forth in Section 6.02 of the Credit Agreement.

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

3.5 Mortgagee is hereby absolved from all liability, including liability for Mortgagee's negligence, for failure to enforce collection of the proceeds of runs and from all other responsibility in connection therewith except the responsibility to account to Mortgagor for funds actually received. Mortgagor agrees to indemnify and hold Mortgagee harmless against any and all

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

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

3.7 The foregoing assignment shall not cause Mortgagee to be: (a) a Mortgagee in possession; (b) responsible or liable for the control, care, management, operation or repair of the Collateral or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of any Contract or lease in the Oil and Gas Properties; (c) responsible or liable for any waste committed on the Collateral by Mortgagor under any of the Contracts or leases in the Oil and Gas Properties or by any other party; for any dangerous or defective condition of the Collateral; or for any negligence in the management, upkeep, repair or control of the Collateral resulting in loss or injury or death to any person; or (d) responsible for or impose upon Mortgagee any duty to produce Hydrocarbons, rents, profits, runs, or proceeds of runs. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (a) the exercise or failure to exercise any of the rights, remedies or powers granted to Mortgagee hereunder; or (b) the failure or refusal of Mortgagee to perform or discharge any obligation, duty or liability of Mortgagor arising under the Contracts or leases in the Oil and Gas Properties. The exclusions from liability contained herein are intended to apply to liability for Mortgagee's negligence except for gross negligence or willful misconduct, as found by a final and non-appealable judgment of a court of competent jurisdiction.

3.8 Mortgagor hereby appoints Mortgagee as its attorney-in-fact to pursue any and all rights of Mortgagor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons during the continuation of an Event of Default. In addition to the Liens granted to Mortgagee in Section 2.1, Mortgagor hereby further pledges and collaterally transfers and assigns to the Mortgagee, for the benefit of the Secured Parties, any and all such Liens, security interests, financing statements or similar interests of the Mortgagor attributable to



its interest in the As-Extracted Collateral, any other Hydrocarbons and proceeds of runs therefrom arising under or created by any statutory provision, judicial decision or otherwise. The power of attorney granted to Mortgagee in this Section 3.8, being coupled with an interest, shall be irrevocable until the Security Termination has occurred.

3.9 Notwithstanding the foregoing, (i) until such time as an Event of Default has occurred and is continuing, but subject to the provisions of the Credit Agreement, Mortgagee hereby grants to Mortgagor a license to sell its respective Hydrocarbons and receive proceeds from the sale of such Hydrocarbons, which license shall automatically terminate upon such Event of Default and for so long as the same continues, and (ii) Mortgagee has agreed not to exercise its right to receive direct delivery of Hydrocarbons and payment of proceeds immediately but rather, each party producing, purchasing or receiving Hydrocarbons may continue to make such deliveries or payments to such Mortgagor until such time as such party has received notice from Mortgagee that an Event of Default has occurred and is continuing and that such party is directed to make delivery or payment directly to Mortgagee.

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

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

(a) *Title to Collateral.* Mortgagor has good and defensible title to the Collateral free from all Liens except for Permitted Liens.

(b) *Production Burdens, Expenses and Revenues.* Mortgagor's ownership of the Hydrocarbons and the undivided interests therein as specified in Exhibit A will, after giving full effect to the Permitted Liens and after giving full effect to any instruments or agreements affecting Mortgagor's ownership of the Hydrocarbons, afford Mortgagor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Hydrocarbons specified as net revenue interest set forth in the most recently delivered Reserve Report, and will cause Mortgagor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest as set forth in the most recently delivered Reserve Report, of the costs of drilling, developing and operating the wells identified in Exhibit A. Any fractional percentage or decimal interests specified in Exhibit A in referring to Mortgagor's interest in the Collateral are solely for the purposes of the warranties set forth above and shall in no manner limit the quantum of the interests of Mortgagor in the Collateral pledged by Mortgagor hereunder.

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

(d) *Rentals; Leases.* All material rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Collateral have been duly paid or provided for (except for those amounts being contested by Mortgagor in good faith and for which adequate reserves have been maintained in accordance with GAAP), and all leases or subleases comprising a part of the Oil and Gas Properties are valid and subsisting, in full force and effect, and there exists no default or event or circumstance which with the giving of notice or the passage of time or both would give rise to a material default under any such lease or leases, except with respect to any such Collateral that is no longer capable of producing Hydrocarbons in economically reasonable amounts or to the extent such leases have expired in accordance with their terms.

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

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

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

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

4.3 **Operation by Third Parties.** As to any part of the Collateral which is operated by a party other than Mortgagor, until the Security Termination has occurred, Mortgagor shall at Mortgagor's own expense, use reasonable commercial efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Collateral by the working interest owners or the operator or operators of such Collateral, regardless of whether Mortgagor is the operator of the Oil and Gas Properties, except as expressly permitted by the Credit Agreement.

4.4 **Recording.** Mortgagor shall, at Mortgagor's own expense, record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including

applicable financing statements, in such offices and places as are necessary or appropriate, including in the state where Mortgagor is registered as a limited liability company and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a valid lien and security interest (subject in all respects to Permitted Liens) on real or immovable personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the lien and security interest created hereby in and on the Collateral. Mortgagor hereby irrevocably appoints Mortgagee as its lawful attorney-in-fact for the specific purpose of reinscribing this Mortgage from time to time in the in the public records of for each Parish where the Collateral is located or is offshore and adjacent to; nothing, however, shall require Mortgagee to reinscribe this Mortgage and the failure of Mortgagee to reinscribe shall not be grounds for any cause of action either by Mortgagor or by any subsequent holder(s) of the Obligations.

## **ARTICLE V**

### **Default**

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

## **ARTICLE VI**

### **Mortgagee’s Rights**

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

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

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

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

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

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



(b) *Judicial Proceedings.* Upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed by a suit or suits, in equity or at law for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, for the enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Louisiana or on the outer continental shelf adjacent to the State of Louisiana, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral; or without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all or any part of the Collateral to be immediately seized and sold by ordinary or executory process issued by any competent court, either with or without appraisal, and without the necessity of making demand upon Mortgagor in default, all of which are expressly waived by Mortgagor.

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

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

(e) *Certain Aspects of Sale.* Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the

Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of an Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, the appointment of any successor Mortgagee hereunder and the truth and accuracy of all other matters stated therein. Mortgagor does hereby ratify and confirm all legal acts that Mortgagee may do in carrying out Mortgagee's duties and obligations under this Mortgage, and Mortgagor hereby irrevocably appoints Mortgagee to be the attorney in fact of Mortgagor and in the name and on behalf of Mortgagor, to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Mortgagee or any public officer acting under execution or by order of court, to have physically present or constructively in his possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

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

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



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

(i) *Mortgagor's Waiver of Appraisalment and Marshalling.* Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisalment, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any applicable law of the State of Louisiana, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(j) *Other Waivers.*

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as Mortgagee may elect (acting at the direction of the Required Lenders), and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or liens created by this Mortgage.

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

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

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

(l) *Specific Performance.* Mortgagee may, in addition to the foregoing remedies, or in lieu thereof, in Mortgagee's sole discretion, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained herein, or in aid of the execution or enforcement of any power herein granted.

(m) *Confession of Judgment.* Solely for purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee, for the full amount of the Obligations, whether now existing or arising hereafter, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee in the amount of all additional advances or other expenditures that Mortgagee may make on Mortgagor's behalf or otherwise pursuant to this Mortgage, together with interest thereon.

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

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

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

6.5 **Keeper.** Should any or all of the Collateral be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, ordinary process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee, or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as keeper of the Property. The designation is pursuant to LSA. RS. 9:5136 through 5140.2, inclusive, as the same may be amended, and Mortgagee shall be entitled to all the rights and benefits afforded thereunder. It is hereby agreed that the keeper shall be entitled to receive as compensation, in excess of its reasonable costs and expenses incurred in the administration or preservation of the Collateral, an amount equal to \$500.00 per hour, which shall be included as Obligations secured by this Mortgage. The designation of keeper made herein shall not be deemed to require Mortgagee to provoke the appointment of such a keeper.

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

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



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

6.9 **Resignation of Operator.** In addition to all rights and remedies under this Mortgage, at law and in equity, upon the occurrence and during the continuance of any Event of Default, if Mortgagee shall exercise any remedies under this Mortgage with respect to any particular Oil and Gas Property (or Mortgagor shall transfer such Oil and Gas Property “in lieu of” foreclosure) whereupon Mortgagor is divested of its title to such Oil and Gas Property, Mortgagee shall have the right to request that any operator of such Oil and Gas Property which is either Mortgagor or any Affiliate of Mortgagor resign as operator under the joint operating agreement applicable to such Oil and Gas Property, and no later than 60 days (or such earlier time as may be permitted by the applicable joint operating agreement) after receipt by Mortgagor of any such request, Mortgagor shall resign (or, to the extent it is able to do so, cause such other Person to resign) as operator of such Oil and Gas Property.

6.10 **Inapplicability of Certain Provisions.** Anything herein contained to the contrary notwithstanding, the provisions of this Mortgage relative to powers of sale, the rule against perpetuities and other provisions which pertain to rights or remedies not recognized under Louisiana law, shall have no effect. Furthermore, notwithstanding anything contained in this Mortgage to the contrary, all rights and remedies of Mortgagee hereunder shall be subject to and limited by all applicable law in the State of Louisiana governing self-help and extra-judicial repossession of collateral.

## **ARTICLE VII**

### **Miscellaneous**

7.1 **Advances by Mortgagee.** Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor’s expense. If Mortgagor fails to perform or keep any of the covenants of whatsoever kind or nature contained in this Mortgage, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagors behalf, and Mortgagor hereby agrees to repay such sums and any attorneys’ fees incurred in connection therewith on demand plus interest thereon from the date of the advance until reimbursement of Mortgagee. In addition, Mortgagor hereby agrees to repay on demand any reasonable out-of-pocket costs, expenses and attorney’s fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such reasonable out-of-pocket costs, expenses and attorney’s fees incurred pursuant hereto, plus interest thereon from the date of the advance by Mortgagee until reimbursement of Mortgagee. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

7.2 **Defense of Claims.** Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor’s title to the Collateral or Mortgagee’s Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor’s

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

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

7.4 **Termination.** If Security Termination has occurred, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the written request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage.

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



7.6 **Security Agreement.** This Mortgage shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, pledge, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. **SUBJECT TO SUBSECTION (4) OF SECTION 9-301 OF THE LOUISIANA UNIFORM COMMERCIAL CODE-SECURED TRANSACTIONS (LSA. R.S. 10:9-301(4)), AS AMENDED, MODIFIED OR SUCCEEDED, THIS MORTGAGE IS INTENDED TO COVER ALL PERSONALTY COLLATERAL INCLUDING MORTGAGOR'S INTEREST IN ALL HYDROCARBONS AS AND AFTER THEY ARE EXTRACTED AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF AT THE WELLHEAD.** This Mortgage shall be filed in the real estate (mortgage and conveyance) records or other appropriate records of the parish or parishes in the state in which any part of the Realty Collateral and Fixture Collateral is located as well as the Uniform Commercial Code records or other appropriate office of the state in which any Collateral is located. Mortgagee hereby is authorized to file financing statements covering the Personalty Collateral, including all Hydrocarbons sold at the wellhead, and Fixture Collateral, which financing statements may be filed in the Uniform Commercial Code records or other appropriate office of the parish or state in which any of the Collateral is located or is adjacent to such parish or state or in any other location permitted or required to perfect Mortgagee's security interest under the Uniform Commercial Code. In addition, Mortgagor hereby irrevocably authorizes Mortgagee and any affiliate, employee or agent thereof, at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statement or document and amendments thereto, without the signature of Mortgagor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Mortgage.

7.7 **Declaration of Fact.** Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-508, where applicable. Mortgagor specifically agrees that such an affidavit by a representative of Mortgagee as to the existence, amount, terms and maturity of the Obligations and of a default thereunder shall constitute authentic evidence of such facts for the purpose of executory process.

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

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

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

7.11 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee (acting at the direction of the Required Lenders), be waived, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

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

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

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

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

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

With a copy to: O'Melveny & Myers LLP  
2801 N. Harwood Street, Suite 1600  
Dallas, Texas 75201  
Attention: Jason A. Schumacher  
Telephone: (972) 360-1942

Email address: jschumacher@omm.com

Mortgagee: Ankura Trust Company, LLC  
140 Sherman Street  
Fairfield, CT 06824  
Attn: Krista Gulalo  
Email: krista.gulalo@ankura.com

With a copy to: Cahill Gordon & Reindel LLP  
32 Old Slip  
New York, NY 10005  
Attention: Jordan Wishnew  
Telephone: (212) 701-3450  
Email address: JWishnew@cahill.com

7.16 **Condemnation.** All awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee hereby is authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may at the option of Mortgagee (acting at the direction of the Required Lenders), be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

7.17 **Successors and Assigns.**

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

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



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

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

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

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

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

7.23 **Alienation; Pact de Non Alienando.** The Collateral is to remain specially mortgaged, affected and hypothecated unto and in favor of Mortgagee and in favor of any and all future holder or holders of the Obligations until the full and final payment of all Obligations secured hereby, and Mortgagor is herein and hereby bound and obligated not to sell, alienate, mortgage or encumber the Collateral, or any part thereof, to the prejudice of this act, and not to permit or suffer the same to be so sold, alienated, deteriorated or encumbered.

7.24 **Certain Louisiana References.** Each reference to a "lien" will include a reference to a "privilege," "mortgage," "collateral assignment pledge," and/or "security interest," as appropriate. Each reference to an "easement" or "easements" will include a reference to a "servitude" and "servitudes." Each reference to a parish will include a reference to a Louisiana parish. The terms "land," "real property," and "real estate" will mean "immovable property" as that term is used in the Louisiana Civil Code. The term "personal property" will mean "movable property" as that term is used in the Louisiana Civil Code. The term "intangible" will mean "incorporeal" as that term is used in the Louisiana Civil Code. Reference to "receiver" shall be

deemed to be a keeper appointed by Mortgagee as provided herein. The term “fee estate” or “fee simple title” will mean “full ownership interest” as that term is used in the Louisiana Civil Code. The term “condemnation” will include “expropriation” as that term is used in Louisiana law. The term “conveyance in lieu of foreclosure” or “action in lieu thereof” will mean “giving in payment” as that term is used in the Louisiana Civil Code. The term “joint and several” will mean “solidary” as that term is used in the Louisiana Civil Code.

7.25 **Novation.** The Obligations secured by this Mortgage will continue with respect to any new obligation arising from any novation (subjective or objective) of the extinguished obligation as permitted by Louisiana Civil Code Article 1884, as well as to any other renewals, refinancings, modifications, amendments, revisions or extensions of the Obligations.

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

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

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

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

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



7.31 **Insurance Proceeds.** Mortgagor collaterally assigns and pledges to Mortgagee the right to receive all proceeds of any insurance policies insuring against loss or damage to the Collateral in accordance with the provisions of Louisiana Revised Statutes 9:5386.

7.32 **Future Advances.** This Mortgage has been executed by Mortgagor pursuant to Louisiana Civil Code articles 3298, et seq., Louisiana Civil Code Articles 3141-3175, Louisiana Revised Statutes 9:5386-5389, the UCC, and other applicable laws, for the purpose of securing the Obligations that may now be existing and/or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law.

7.33 **Power of Attorney.** To the extent applicable, any powers of attorney and similar grants of authority given by Mortgagor to Mortgagee in this Mortgage shall be deemed given pursuant to the provisions of La. R.S. § 9:5388.

7.34 **Business Purpose and Waiver of Homestead.** Mortgagor represents that the Credit Agreement evidences an indebtedness incurred for a business or commercial purpose, and Mortgagor waives any homestead and other exemptions from seizure with regard to the Collateral to which Mortgagor may be entitled under the laws of the State of Louisiana.

7.35 **Waivers of Certificates.** The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, assignment of accounts receivable and other certificates and relieve and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

7.36 **No Paraph.** For purposes of Louisiana Revised Statutes 9:5169 and other applicable law, Mortgagor declares that none of the Obligations secured by this Mortgage have been “paraphed” for identification with this Mortgage.

7.37 **Taxpayer Identification Number.** Mortgagor does hereby represent, warrant and covenant to and with Mortgagee, its successors and assigns, that Mortgagor’s federal taxpayer identification number is correctly listed on the first page of this Mortgage. Mortgagor shall give Mortgagee thirty (30) days (or such shorter period as may be agreed by Mortgagee) notice prior to any change in Mortgagor’s taxpayer identification number by Mortgagor and shall give Mortgagee notice of any change in Mortgagor’s taxpayer identification number that is not made by Mortgagor within thirty (30) days after such change. In the event of any change whatsoever in Mortgagor’s taxpayer identification number, Mortgagor will execute, authorize and file any new UCC financing statements or any other documents that are necessary or desirable to preserve and continue Mortgagee’s security interest under this Mortgage within thirty (30) days after request by Mortgagee.

7.38 **Mineral Mortgage.** This Mortgage is granted in accordance with Article 3168 *et seq.* of the Louisiana Civil Code and LAS. RS. 31:203 *et seq.*

7.39 **Exculpation Provisions.** Each of the parties hereto specifically agrees that it has a duty to read this Mortgage; and agrees that it is charged with notice and knowledge of the terms of this Mortgage; that it has in fact read this Mortgage and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Mortgage; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of

this Mortgage; and has received the advice of its attorney in entering into this Mortgage; and that it recognizes that certain of the terms of this Mortgage result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Mortgage on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."

7.40 **Collateral Agent.** Ankura Trust Company, LLC has or will be appointed as Mortgagee and Collateral Agent for the Secured Parties hereunder. It is expressly understood and agreed by Mortgagor that any authority conferred upon Mortgagee and the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Collateral Agent pursuant to the Credit Agreement and the Hedge Intercreditor Agreement, and that Mortgagee and the Collateral Agent have agreed to act (and any successor Mortgagee and Collateral Agent shall act) as such hereunder only on the express conditions contained in the Credit Agreement and the Hedge Intercreditor Agreement. Any successor Collateral Agent appointed pursuant to the Credit Agreement or the Hedge Intercreditor Agreement shall be entitled to all the rights, interests and benefits of Mortgagee and the Collateral Agent hereunder. In the performance of any obligations set forth herein, Mortgagee shall be entitled to all of the rights, benefits, protections, indemnities and immunities afforded to it under the Secured Transaction Documents.

7.41 **Hedge Intercreditor Agreement.** Notwithstanding anything herein to the contrary, this Mortgage and the exercise of any right or remedy hereunder are subject to the provisions of the Hedge Intercreditor Agreement (if applicable) and, further, to the extent any provision herein contained shall be inconsistent with any provision contained in the Hedge Intercreditor Agreement, the provisions of the Collateral Agency Agreement shall prevail.

**THIS WRITTEN AGREEMENT AND THE SECURED TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

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

THUS DONE AND PASSED, on the date initially set forth above to be effective as of the Effective Date, before me the undersigned Notary Public, qualified in said State and County above written, and in the presence of the undersigned competent witnesses, with Mortgagor and me, the said Notary Public, after due reading the of the whole.

**MORTGAGOR:**

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

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

Name: Nealesh D. Shah  
Title: Vice President

WITNESSES:

\_\_\_\_\_  
Printed Name: Abby Stisher

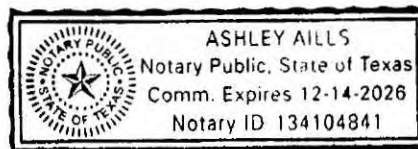
\_\_\_\_\_  
Printed Name: Meg Gorman

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

Printed name of Notary Public: Ashley Aills

Notary Identification No. or Bar Roll No.: 134104841

My Commission expires: 12-14-26



**EXHIBIT A**  
**TO**  
**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND**  
**SECURITY AGREEMENT**

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

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

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

Schedule I – Leasehold Interests

Schedule II – Wells

## Schedule I

### LEASES

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

#### **RECORD TITLE INTEREST**

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

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

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

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

Right-of-Way OCS-G 29341

Working Interest
------------------

100.00000%

#### **Agreements and Instruments:**

1. Deepwater Operating Agreement dated effective January 1, 2015, between Deep Gulf Energy III, LLC, Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC and Ridgewood Barataria, LLC, as amended.



## Schedule I

### LEASES

#### GLADDEN - MISSISSIPPI CANYON BLOCK 800

#### RECORD TITLE INTEREST

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

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

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

<u>WI</u>	<u>NRI with Royalty Relief</u>	<u>NRI - No Royalty Relief</u>
<u>20.00%</u>	<u>19.60%</u>	<u>17.10%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement effective January 23, 2007, between Newfield, Exploration Company as Operator and Deep Gulf Energy, LP and ATP Oil & Gas Corporation as Non-Operators, as amended.

## Schedule I

### LEASES

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

##### OPERATING RIGHTS INTEREST

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

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

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

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

<u>WI</u>	<u>NRI</u>
<u>34.9624100%</u>	<u>27.6874790%</u>

Right-of-Way OCS-G 29236

Working Interest
<u>100.00000%</u>

##### Agreements and Instruments:

1. Operating Agreement dated effective September 1, 2007, between BP Exploration & Production Inc., Marubeni Oil & Gas (USA) Inc. and Dominion Exploration & Production Inc., as amended.
2. Unit Operating Agreement for MC 727 Unit dated effective February 1, 2013, between Deep Gulf Energy II, LLC, Eni Petroleum US LLC and Marubeni Oil & Gas (USA) Inc., as amended.

## Schedule I

### LEASES

#### MARMALARD - MISSISSIPPI CANYON BLOCK 255 / 300

##### RECORD TITLE INTEREST

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

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

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

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

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

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

OCS-G 22868, effective (not stated on lease treated as June 1, 2001), by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 300, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

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

<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>9.4228710%</u>

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

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>9.0696640%</u>

## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Operating Agreement effective June 18, 2008, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC and Deep Gulf Energy II, LLC.
2. Unit Operating Agreement dated February 1, 2012, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore LLC, Stephens Production Company, LLC, Ridgewood Energy Corporations, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC, ILX Prospective Leases, LLC and Crux1, LLC, as amended.

## **Schedule I**

### **LEASES**

#### **NOONAN – DANNY I GARDEN BANKS BLOCK 506**

#### **RECORD TITLE INTEREST**

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

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

Danny I - Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>30.0000000%</u>	<u>26.2500000%</u>

#### **Agreements and Instruments:**

1. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering GB 463, 506, 507 506.
2. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering EC 371 (S/2) and EC 381.
3. Offshore Operating Agreement dated effective November 1, 2010, between Deep Gulf Energy, LP, Deep Gulf Energy II, LLC and Energy Resource Technology GOM, Inc.



## Schedule I

### LEASES

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

##### RECORD TITLE INTEREST

**Parish/County:**           Plaquemines Parish, Louisiana  
                                  Lafourche Parish, Louisiana  
                                  Baldwin County, Alabama  
                                  Mobile County, Alabama  
                                  Jackson County, Mississippi

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

Working and Net Revenue Interest
----------------------------------

<u>WI</u>	<u>NRI</u>
<u>61.057020%</u>	<u>47.013905%</u>

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

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

<u>WI</u>	<u>NRI</u>
<u>54.8750000%</u>	<u>42.2537500%</u>

Right-of-Way OCS-G 29336

Working Interest
------------------

100.0000000%

## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Joint Operating Agreement Odd Job Prospect effective July 1, 2002, between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC covering MC 213, 214 & 215, as amended.
2. Odd Job Unit Operating Agreement effective March 1, 2013, between Eni US Operating Co. Inc., Eni Petroleum US LLC and Deep Gulf Energy II, LLC, as amended.
3. Odd Job Prospect Unit Operating Agreement effective March 2, 2013 between Eni Petroleum US LLC, Ecopetrol America Inc., Calypso Exploration, LLC and Deep Gulf Energy II, LLC, as amended

## Schedule I

### LEASES

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

##### RECORD TITLE INTEREST

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

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

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

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

##### Agreements and Instruments:

1. Unit Operating Agreement dated effective January 1, 2009, between Noble Energy, Inc., BP Exploration & Production Inc., Red Willow Offshore, LLC and HE&D Offshore, L.P., as amended.
2. Offshore Operating Agreement dated October 10, 2014, between Deep Gulf Energy III, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures I, LLC, Ridgewood South Santa Cruz, LLC and ILX Prospect South Santa Cruz, LLC, as amended

## Schedule I

### LEASES

#### SOB II - MISSISSIPPI CANYON BLOCK 431

#### RECORD TITLE INTEREST

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

OCS-G 22877, effective June 1, 2001, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 431, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

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

After 10% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985825%</u>	<u>8.8529415%</u>

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

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

#### Agreements and Instruments:

1. Unit Operating Agreement effective April 1, 2011, between LLOG Exploration Offshore, L.L.C., HE&D Offshore, L.P., Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC and Deep Gulf Energy II, LLC, as amended.
2. Operating Agreement effective August 12, 2018, between LLOG Exploration Offshore, LLC, Calypso Exploration, LLC, Crux1, LLC, Kosmos Energy Gulf of Mexico Operations, LLC, Ridgewood Energy Corporation, ILX Prospect Driller, LLC and Houston Energy Deepwater Ventures II, LLC.

## Schedule I

### LEASES

#### **TORNADO - GREEN CANYON BLOCK 281**

#### **OPERATING RIGHTS INTEREST**

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

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

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>35.00000%</u>	<u>24.93750%</u>

#### **Agreements and Instruments:**

1. Offshore Operating Agreement dated effective September 30, 2007, between Energy Resource Technology GOM, Inc., and Sojitz GOM Deepwater, Inc., as amended.



## Schedule I

### LEASES

#### WINTERFELL – GREEN CANYON BLOCKS 943 / 944 / 987 / 988

##### RECORD TITLE INTEREST

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

OCS-G 36060, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36061, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36309, dated effective as of June 1, 2018, by and between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC and LLOG Bluewater Holdings, L.L.C. Lessees, covering all of Block 987, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.242026%</u>

OCS-G 35417, dated effective as of June 1, 2014, by and between the United States of America, as Lessor, and Houston Energy, L.P. and Red Willow Offshore, LLC as Lessees, covering all of Block 988, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.502647%</u>

## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Operating Agreement effective November 1, 2019, between BOE Exploration & Production LLC, Beacon Offshore Energy Exploration LLC, Red Willow Offshore, LLC and Houston Energy, L.P., as amended.

## Schedule I

### LEASES

#### **GETTYSBURG – DE SOTO CANYON BLOCKS 398 / 399**

##### **RECORD TITLE INTEREST**

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

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

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

<u>WI</u>	<u>NRI</u>
<u>25.00000000%</u>	<u>19.3125000%</u>

OCS-G 37782 dated effective as of April 1, 2024, by and between the United States of America, as Lessor, and Shell Offshore Inc. as Lessee, covering all of Block 399, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

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

<u>WI</u>	<u>NRI</u>
<u>25.00000000%</u>	<u>20.1458300%</u>

##### **Agreements and Instruments:**

1. Operating Agreement effective January 28, 2025, between Shell Offshore Inc. and Kosmos Energy Gulf of Mexico Operations, LLC.

## Schedule I

### LEASES

#### TIBERIUS – KEATHLEY CANYON 964

##### RECORD TITLE INTEREST

**Parish/County:** St. Mary Parish, Louisiana  
Iberia Parish, Louisiana  
Vermilion Parish, Louisiana

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

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>50.0000000%</u>	<u>40.1251500%</u>

Proposed Right-of-Way OCS-G 29566

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

Proposed Right-of-Way OCS-G 29763

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

#### Agreements and Instruments:

1. Joint Operating Agreement effective August 1, 2022, between Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC, as amended.

**Schedule II**

**WELLS**

<b>Prospect</b>	<b>Block</b>	<b>Lease Number</b>	<b>Well Name/Number</b>	<b>API #</b>	<b>Working Interest</b>	<b>Net Revenue Interest</b>	<b>Net Revenue Interest w/ Royalty Relief</b>	<b>Net Revenue Interest w/o Royalty Relief</b>
Barataria	Mississippi Canyon 521	OCS-G 34441	SS001	608174131300	22.500000%	15.738750%	NA	NA
Gladden	Mississippi Canyon 800	OCS-G 18292	SS001; SS002	608174112701 608174140600	20.000000%	NA	19.600000%	17.100000%
Kodiak	Mississippi Canyon 771	OCS-G 24107	SS002; SS003	608174141900 608174129200	34.962410%	27.687479%	NA	NA
Marmalard	Mississippi Canyon 255	OCS-G 24064	SS001; SS002; SS003; SS003-ST	608174125800 608174130500 608174148900 608174148901	11.398583%	8.852942%	NA	NA
Marmalard	Mississippi Canyon 300	OCS-G 22868	SS001; SS002	608174120600 608174129500	11.398583%	9.422871%	NA	NA
Noonan - Danny I	Garden Banks 506	OCS-G 26664	002	608074028601	30.000000%	26.250000%	NA	NA
Odd Job	Mississippi Canyon 214	OCS-G 24059	002	608174138001	61.057020%	47.013905%	NA	NA
Odd Job	Mississippi Canyon 215	OCS-G 24060	SS001; SS002	608174129101 608174137600	54.875000%	42.253750%	NA	NA
SOB2	Mississippi Canyon 431	OCS-G 22877	SS002	608174120301	11.823110%	NA	10.277764%	9.184922%
South Santa Cruz	Mississippi Canyon 563	OCS-G 21176	SS001	608174130000	40.500000%	NA	33.210000%	28.147500%
Tiberius	Keathley Canyon 964	OCS-G 36694	004; ST00BP01	608084007400 608084007401	50.000000%	40.125150%	NA	NA
Tornado	Green Canyon 281	OCS-G 33242	SS001, SS002, SS003	608114065701 608114069101 60811407801	35.000000%	24.937500%	NA	NA
Winterfell	Green Canyon 943	OCS-G 36060	WA002	608114075301	25.04375%	19.323483%	NA	NA
Winterfell	Green Canyon 944	OCS-G 36061	WA001, WA003, WB001	608114074301 608114077701 608114079001	25.04375%	19.323483%	NA	NA



**EXHIBIT B**  
**TO**  
**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND**  
**SECURITY AGREEMENT**

WRITTEN CONSENT OF THE SOLE MEMBER  
OF  
KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC

September 24, 2025

The undersigned, being the sole member (the "Sole Member") of KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC, a Delaware limited liability company (the "Company"), hereby adopt the following resolutions by written consent in lieu of a meeting, pursuant to Sections 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 *et seq.* the following resolutions.

CREDIT AGREEMENT RESOLUTIONS

Reference is made to that certain Senior Secured Term Loan Credit Agreement (the "Credit Agreement"; all capitalized terms used but not defined under the heading "Credit Agreement Resolutions" shall have the meanings ascribed to such terms in the Credit Agreement), among the Company, as borrower (in such capacity, the "Borrower"), KOSMOS ENERGY GOM HOLDINGS, LLC, a Delaware limited liability company ("GOM Holdings"), KOSMOS ENERGY GULF OF MEXICO, LLC, a Delaware limited liability company ("Holdings"), KOSMOS ENERGY GULF OF MEXICO MANAGEMENT, LLC, a Delaware limited liability company ("GOM Management" and together with GOM Holdings and Holdings, each a "Guarantor" and collectively, the "Guarantors"), each Lender from time to time party thereto (collectively, the "Lenders" and each individually, a "Lender"), and Ankura Trust Company, LLC, a New Hampshire limited liability company as term loan collateral agent and administrative agent (in such capacities, collectively, the "Agent").

NOW, THEREFORE, BE IT

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

RESOLVED: That (i) the Fee Letter (the "Fee Letter"), by and among the Borrower and the Agent, (ii) the Term Loan Security Agreement (the "Security Agreement"), by and among the Company, the Guarantors and the Agent, (iii) the Effective Date Term Loan Notes and the Delayed Draw Term Loan Notes (collectively, the "Notes"), from the Borrower in favor of each of the Lenders requesting a Note, (iv) those certain Mortgages, Assignments of Production, Security Agreements, Fixture Filings and Financing Statements dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower located in the State of Alabama (the "AL Mortgages"), (v) those certain Multiple Indebtedness Mortgages, Assignments of Production and Security Agreements, dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower located in the State of Louisiana (the "LA Mortgages"), (vi) those certain Deeds of Trust, Assignments of Production, Security Agreements, Fixture Filings and Financing Statements dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower in the State of Mississippi (the "MS Mortgages"), (v) the Shell Hedge Agreement and (vi) the GOM Offtake Agreement between the Borrower and Shell Trading (US) Company, in each case in substantially the forms presented to the Sole Member and reviewed by the Sole Member, are hereby authorized, adopted and approved; and that the Authorized Officers be, and each of them hereby is, authorized to execute and deliver, in the name of and on behalf of the Company,

the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement with such changes, modifications and amendments thereto as may be deemed necessary or appropriate and approved by any of the Authorized Officers, the execution by any such Authorized Officer of the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement being conclusive evidence of his or her approval thereof and his or her authority hereunder.

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

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

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

RESOLVED: That in connection with the Loan Documents, the Company is authorized and directed to (i) borrow the Loans, (ii) incur the Obligations, (iii) grant security interests in, liens upon and pledges of, certain of the Company's property and assets (including equity interests owned in its subsidiaries) pursuant to the terms of the Security Agreement, the AL Mortgages, the LA Mortgages, and the MS Mortgages and any other applicable Loan Document, (iv) perform its duties and obligations under the Loan Documents, and (v) authorize the Agent, on behalf of any Lenders, as applicable, to take all such further action to maintain and perfect such liens, and to take such action as is otherwise necessary to effect the purposes of the Loan Documents and to execute and/or authorize (as applicable) any and all security agreements, collateral assignments, certificates, financing statements, including, without limitation, UCC-1 financing statements and any other documents in connection therewith.

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

RESOLVED: That the Authorized Officers of the Company be, and each of them hereby is, authorized to enter into, execute and deliver, from time to time, such amendments (including, without

limitation, amendments increasing or decreasing the amount of credit available or extending the maturity of the same), modifications, extensions, renewals, supplements, consolidations and replacements of any of the Loan Documents, in such form and with such terms as the Authorized Officer executing the same, in his or her sole discretion, shall approve, the execution by any Authorized Officer of any such amendment, modification, extension, renewal, supplement, consolidation or replacement being conclusive evidence of his or her approval thereof and his or her authority hereunder.

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

#### GENERAL RESOLUTIONS

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

RESOLVED: That the authority conferred upon the aforesaid Authorized Officers by the above resolutions shall remain in full force and effect until revocation by further resolution of the Sole Member, and any other party to whom the Transaction Documents may be delivered for processing in connection with the transactions contemplated thereby shall be conclusively entitled to rely upon the authority of such Authorized Officer and by his or her execution of any document, certificate or agreement.

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

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

[Signature page follows]

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

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

BY: KOSMOS ENERGY GULF OF MEXICO  
MANAGEMENT, LLC, AS SOLE MEMBER

By: 

Name: Nealesh D. Shah

Title: Sole Representative





Cameron Parish Clerk of Court  
P.O. Box 549  
Cameron, LA 70631

Phone (337) 775-5316



Clerk use only

**Susan Racca**  
Clerk of Court  
Parish of Cameron

**Instrument Number: 361507**

**Book/Index:** MOB

**Document Type:** MORTGAGE

**Recording Date:** 10/1/2025 3:03:42 PM

**Page Count:** 52 not including this page

**Intake Via:** eRecording

MOB: 361507

**Grantor 1:** KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC

**Grantee 1:** ANKURA TRUST COMPANY, LLC

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND  
SHOULD BE RETAINED WITH ANY COPIES.



*Susan Racca*

**Susan Racca**

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**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND  
SECURITY AGREEMENT**

THIS INSTRUMENT IS A MULTIPLE INDEBTEDNESS MORTGAGE.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN MINERALS OR THE LIKE (INCLUDING OIL AND GAS) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD. THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN FIXTURES. PRODUCTS OF THE COLLATERAL ALSO ARE COVERED.

FROM

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

TO

ANKURA TRUST COMPANY, LLC  
140 Sherman Street  
Fairfield, CT 06824  
(Mortgagee and Secured Party)  
September 24, 2025

\*\*\*\*\*

This instrument, prepared by Morgan, Lewis & Bockius LLP, 1000 Louisiana Street, Suite 4000, Houston, Texas 77002 (Phone: 713-890-5000) and reviewed for compliance with recording requirements by Adams & Reese LLP, Hancock Whitney Center, 701 Paydras Street, Suite 4500, New Orleans, LA 70139 (Phone: 504-585-0175), contains after-acquired property provisions and covers future advances and proceeds to the fullest extent allowed by applicable law.

ATTENTION RECORDING OFFICER: This instrument is a mortgage of both real/immovable and personal/movable property and is, among other things, a Security Agreement under the Uniform Commercial Code in effect in the State of Louisiana. This instrument creates a lien on rights in or relating to lands of Mortgagor that are described on Exhibit A attached hereto and made a part hereof and in instruments and documents described on such Exhibit A.

**RECORDED DOCUMENT SHOULD BE RETURNED TO:**

Morgan, Lewis & Bockius LLP  
1000 Louisiana Street, Suite 4000  
Houston, Texas 77002



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And Correct  
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Attention: Matthew D. Lea

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MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT	§ UNITED STATES OF AMERICA § § THE STATE OF TEXAS § § COUNTY OF DALLAS § § § § § § §
BY: KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC	
TO: ANKURA TRUST COMPANY, LLC	

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

This MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT (this “Mortgage”) is executed to be effective as of September 24, 2025 (“Effective Date”), by Mortgagor in favor of Ankura Trust Company, LLC, a New Hampshire limited liability company with offices at 140 Sherman Street, Fairfield, CT 06824 as Collateral Agent (“Mortgagee”), for the benefit of the Secured Parties.

A. Mortgagor is party to that certain Senior Secured Term Loan Credit Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Mortgagor, as the borrower, the other Loan Parties party thereto, Mortgagee, as term loan collateral agent and administrative agent, and the lenders from time to time party thereto (the “Lenders”), pursuant to which the Lenders have agreed to make loans and other extensions of credit to Mortgagor for the purposes set forth therein.



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B. The Mortgagor and/or certain other Loan Parties have entered, or may enter, into certain agreements regarding Secured Hedge Agreements and the GOM Offtake Agreement (collectively, the "Secured Ancillary Documents").

C. Mortgagee, the Hedge Providers (as defined in the Credit Agreement) party thereto, Mortgagor and/or certain other Loan Parties and the other Persons party thereto from time to time, have entered, or may enter, into a Hedge Intercreditor Agreement.

D. Mortgagor and the other Loan Parties are party to that certain Term Loan Collateral and Guarantee Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Security Agreement"). The Credit Agreement, the Secured Ancillary Documents, the Term Loan Security Agreement and the other Loan Documents are collectively referred to herein as the "Secured Transaction Documents".

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

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

## **ARTICLE I**

### **Definitions**

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

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

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

1.4 "Excluded Property" means the following:

(a) any motor vehicle and other vehicles subject to certificates of title (except to the security interest in such assets can be perfected by the filing of a UCC-1 financing

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

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

(d) margin stock (within the meaning of Regulation T, Regulation U or Regulation X);

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



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Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition is no longer effective;

(f) any Excluded Account;

(g) Intellectual Property and licenses, including any "intent-to-use" Trademarks until such time as Mortgagor files an amendment to allege use or statement of use and such filing is examined and accepted by the United States Patent and Trademark Office for any such Trademarks;

(h) any Letter of Credit Rights (as defined in the UCC) (other than to the extent a Lien thereon can be perfected by filing an "all assets" UCC-1 or automatically as a supporting obligation for other collateral required to be perfected under the Loan Documents);

(i) any equipment or other asset owned by Mortgagor that is subject to a purchase money lien or a Capitalized Lease, in each case, as permitted under the Loan Documents, if the contract or other agreement in which such Lien is granted (or the documentation providing for such Capitalized Lease) prohibits or requires the consent of any Person other than Mortgagor's as a condition to the creation of any other security interest on such equipment or asset, such consent has not been obtained, and, in each case, such prohibition or requirement is permitted by the Loan Documents;

(j) those assets as to which Mortgagee shall determine (acting at the direction of the Required Lenders) that the cost or other consequence of obtaining a Lien thereon or perfection thereof are excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby;

(k) any Oil and Gas Properties that are neither related to or attributable to the Hydrocarbon Interests described on Exhibit A nor are classified as Proved Reserves, together with any Property used exclusively in connection with such excluded Oil and Gas Properties; and

(l) any Building (as defined in the applicable Flood Insurance Regulations) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulations) owned by any Loan Party,

*provided*, that in case of clauses (b) and (c) of this definition, the security interest hereunder shall attach immediately and automatically (without need for any further grant or act) at such time as the conditions described in clause (b) or (c), as applicable, preventing such attachment cease to exist and to the extent severable shall in any event, attach to all rights in respect of such Property that are not subject to the applicable conditions described in clause (b) or (c); provided, further that "Excluded Property" shall (1) not include any right to receive proceeds from the sale or other disposition of Excluded Property or any proceeds, substitutions or replacements of Excluded Property (unless such proceeds, substitutions or replacements would constitute Excluded Property).

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

1.6 "Fixture Collateral" means all of Mortgagor's interest now owned or hereafter owned in and to all Fixture Operating Equipment and all proceeds, products, renewals, increases,

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profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

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

1.8 “Hydrocarbon Interests” means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, fee interests, surface interests, mineral fee interests, overriding royalty interests and other royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature, in each case, which are expressly described on Exhibit A and all other interests of Mortgagor consisting of Proved Reserves whether now owned or hereafter acquired. Unless otherwise indicated herein, each reference to the term “Hydrocarbon Interests” shall mean Hydrocarbon Interests of Mortgagor.

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

1.10 “Obligations” means all obligations (whether now existing or hereafter arising, absolute or contingent, joint, several, or independent) of every nature of each Loan Party from time to time owed to any Agent (including former Agents) or any Lender from time to time outstanding under the Credit Agreement and under the other Loan Documents or otherwise under any Loan, Secured Ancillary Document, including, without limitation, all principal and all interest, fees, premium, expenses, Erroneous Payment Subrogation Rights, and other charges accrued or accruing (or which would, absent commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto, accrue) on or after the commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto at the rate provided for herein or the relevant Loan Document, whether or not such interest, fees, premium, expenses or other charges are allowed or allowable in any such bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto.

1.11 “Oil and Gas Property” or “Oil and Gas Properties” means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved in and from Hydrocarbon Interests, including all oil in tanks, and all rents, issues, profits,



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proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests; and (g) all Properties, rights, titles, interests and estates described or referred to above, including any and all tangible Property, real or personal, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells, all permanently abandoned and inactive wells, dry holes or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, pipelines, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise indicated herein, each reference to the term "Oil and Gas Properties" shall mean Oil and Gas Properties of Mortgagor.

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

1.13 "Personalty Collateral" means all of Mortgagor's interest now owned or hereafter acquired in and to all Operating Equipment, all Hydrocarbons severed and extracted from or attributable to the Oil and Gas Properties, including oil in tanks and all other "as-extracted" collateral from or attributable to the Oil and Gas Properties, general intangibles attributable to or specifically held in inventory for use on the Oil and Gas Properties and all accounts (including accounts resulting from the sale of Hydrocarbons at the wellhead), contract rights, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with the sale or other disposition of any Hydrocarbons or otherwise, including all Liens securing the same, all accounts, contract rights and general intangibles attributable to or related to the Oil and Gas Properties and now existing or hereafter acquired, regardless of whether any of the foregoing is in connection with or resulting from any of the foregoing, including all Liens securing the same, all Contracts, all personal property located



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on the real property described in Exhibit A, all proceeds and products of the Realty Collateral and any other contracts or agreements, all information concerning the Oil and Gas Properties and all wells located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, well files, and other books and records (including computerized records and data), any options or rights of first refusal to acquire any Realty Collateral, all As-Extracted Collateral (as defined in the UCC) located in or related to the Oil and Gas Properties, including, without limitation, all As-Extracted Collateral relating to the Hydrocarbon Interests and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

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

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

1.16 “Security Termination” means such time at which a Repayment Event shall have occurred.

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



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**ARTICLE II**  
**Creation of Security**

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

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

Subject, however, to the condition that Mortgagee shall not be liable in any respect for the performance of any covenant or obligation of Mortgagor with respect to the Collateral. Any reference in Exhibit A to the name of a well shall not be construed to limit the Collateral to the well bore of such well or in the pro rata units. It is Mortgagor's intent that this Mortgage cover Mortgagor's entire interest in the lands, leases, units and other interests set forth in Exhibit A.

Notwithstanding anything contained herein to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation (hereinafter defined)) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Realty Collateral," "Fixture Collateral" or "Personalty Collateral", and no Buildings or Manufactured (Mobile) Homes are encumbered by this Mortgage. As used herein, "Flood Insurance Regulations" shall mean the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, the National Flood Insurance Reform Act of

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Notwithstanding anything contained herein to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation (hereinafter defined)) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Realty Collateral," "Fixture Collateral" or "Personalty Collateral", and no Buildings or Manufactured (Mobile) Homes are encumbered by this Mortgage. As used herein, "Flood Insurance Regulations" shall mean the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, the National Flood Insurance Reform Act of 1968 (42 USC 4001, et seq.), as the same may be amended or recodified from time to time or any successor statute thereto, the National Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

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

### ARTICLE III Assignment of Production

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

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

3.3 Mortgagee may (at the direction of the Required Lenders), elect to return any part of said funds to Mortgagor or to deposit the same to Mortgagor's account without applying it to the Obligations. Upon the occurrence and during the continuance of an Event of Default, the monthly proceeds of Mortgagor's runs actually received by Mortgagee may be held by Mortgagee and applied in the manner set forth in Section 6.02 of the Credit Agreement.

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

3.5 Mortgagee is hereby absolved from all liability, including liability for Mortgagee's negligence, for failure to enforce collection of the proceeds of runs and from all other responsibility in connection therewith except the responsibility to account to Mortgagor for funds actually received by Mortgagee. Mortgagor agrees to indemnify and hold Mortgagee harmless against any and all

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

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

3.7 The foregoing assignment shall not cause Mortgagee to be: (a) a Mortgagee in possession; (b) responsible or liable for the control, care, management, operation or repair of the Collateral or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of any Contract or lease in the Oil and Gas Properties; (c) responsible or liable for any waste committed on the Collateral by Mortgagor under any of the Contracts or leases in the Oil and Gas Properties or by any other party; for any dangerous or defective condition of the Collateral; or for any negligence in the management, upkeep, repair or control of the Collateral resulting in loss or injury or death to any person; or (d) responsible for or impose upon Mortgagee any duty to produce Hydrocarbons, rents, profits, runs, or proceeds of runs. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (a) the exercise or failure to exercise any of the rights, remedies or powers granted to Mortgagee hereunder; or (b) the failure or refusal of Mortgagee to perform or discharge any obligation, duty or liability of Mortgagor arising under the Contracts or leases in the Oil and Gas Properties. The exclusions from liability contained herein are intended to apply to liability for Mortgagee's negligence except for gross negligence or willful misconduct, as found by a final and non-appealable judgment of a court of competent jurisdiction.

3.8 Mortgagor hereby appoints Mortgagee as its attorney-in-fact to pursue any and all rights of Mortgagor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons during the continuation of an Event of Default. In addition to the Liens granted to Mortgagee in Section 2.1, Mortgagor hereby further pledges and collaterally assigns to the Mortgagee, for the benefit of the Secured Parties, any and all such security interests, financing statements or similar interests of the Mortgagor attributable to



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its interest in the As-Extracted Collateral, any other Hydrocarbons and proceeds of runs therefrom arising under or created by any statutory provision, judicial decision or otherwise. The power of attorney granted to Mortgagee in this Section 3.8, being coupled with an interest, shall be irrevocable until the Security Termination has occurred.

3.9 Notwithstanding the foregoing, (i) until such time as an Event of Default has occurred and is continuing, but subject to the provisions of the Credit Agreement, Mortgagee hereby grants to Mortgagor a license to sell its respective Hydrocarbons and receive proceeds from the sale of such Hydrocarbons, which license shall automatically terminate upon such Event of Default and for so long as the same continues, and (ii) Mortgagee has agreed not to exercise its right to receive direct delivery of Hydrocarbons and payment of proceeds immediately but rather, each party producing, purchasing or receiving Hydrocarbons may continue to make such deliveries or payments to such Mortgagor until such time as such party has received notice from Mortgagee that an Event of Default has occurred and is continuing and that such party is directed to make delivery or payment directly to Mortgagee.

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

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

(a) *Title to Collateral.* Mortgagor has good and defensible title to the Collateral free from all Liens except for Permitted Liens.

(b) *Production Burdens, Expenses and Revenues.* Mortgagor's ownership of the Hydrocarbons and the undivided interests therein as specified in Exhibit A will, after giving full effect to the Permitted Liens and after giving full effect to any instruments or agreements affecting Mortgagor's ownership of the Hydrocarbons, afford Mortgagor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Hydrocarbons specified as net revenue interest set forth in the most recently delivered Reserve Report, and will cause Mortgagor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest as set forth in the most recently delivered Reserve Report, of the costs of drilling, developing and operating the wells identified in Exhibit A. Any fractional percentage or decimal interests specified in Exhibit A in referring to Mortgagor's interest in the Collateral are solely for the purposes of the warranties set forth above and shall in no manner limit the quantum of the interests of Mortgagor in the Collateral pledged by Mortgagor hereunder.

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



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(d) *Rentals; Leases.* All material rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Collateral have been duly paid or provided for (except for those amounts being contested by Mortgagor in good faith and for which adequate reserves have been maintained in accordance with GAAP), and all leases or subleases comprising a part of the Oil and Gas Properties are valid and subsisting, in full force and effect, and there exists no default or event or circumstance which with the giving of notice or the passage of time or both would give rise to a material default under any such lease or leases, except with respect to any such Collateral that is no longer capable of producing Hydrocarbons in economically reasonable amounts or to the extent such leases have expired in accordance with their terms.

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

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

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

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

4.3 **Operation by Third Parties.** As to any part of the Collateral which is operated by a party other than Mortgagor, until the Security Termination has occurred, Mortgagor shall at Mortgagor's own expense, use reasonable commercial efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Collateral by the working interest owners or the operator or operators of such Collateral, regardless of whether Mortgagor is the operator of the Oil and Gas Properties, except as expressly permitted by the Credit Agreement.

4.4 **Recording.** Mortgagor shall, at Mortgagor's own expense, record, register, deposit in this Mortgage and every other instrument in addition or supplement hereto, including

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applicable financing statements, in such offices and places as are necessary or appropriate, including in the state where Mortgagor is registered as a limited liability company and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a valid lien and security interest (subject in all respects to Permitted Liens) on real or immovable personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the lien and security interest created hereby in and on the Collateral. Mortgagor hereby irrevocably appoints Mortgagee as its lawful attorney-in-fact for the specific purpose of reinscribing this Mortgage from time to time in the in the public records of for each Parish where the Collateral is located or is offshore and adjacent to; nothing, however, shall require Mortgagee to reinscribe this Mortgage and the failure of Mortgagee to reinscribe shall not be grounds for any cause of action either by Mortgagor or by any subsequent holder(s) of the Obligations.

## **ARTICLE V**

### **Default**

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

## **ARTICLE VI**

### **Mortgagee's Rights**

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

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

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

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

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

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



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(b) *Judicial Proceedings.* Upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed by a suit or suits, in equity or at law for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, for the enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Louisiana or on the outer continental shelf adjacent to the State of Louisiana, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral; or without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all or any part of the Collateral to be immediately seized and sold by ordinary or executory process issued by any competent court, either with or without appraisal, and without the necessity of making demand upon Mortgagor in default, all of which are expressly waived by Mortgagor.

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

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

**Certified True and Correct Copy** *Certain Aspects of Sale.* Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the

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Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of an Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, the appointment of any successor Mortgagee hereunder and the truth and accuracy of all other matters stated therein. Mortgagor does hereby ratify and confirm all legal acts that Mortgagee may do in carrying out Mortgagee's duties and obligations under this Mortgage, and Mortgagor hereby irrevocably appoints Mortgagee to be the attorney in fact of Mortgagor and in the name and on behalf of Mortgagor, to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Mortgagee or any public officer acting under execution or by order of court, to have physically present or constructively in his possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

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

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

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

(i) *Mortgagor's Waiver of Appraisalment and Marshalling.* Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisalment, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any applicable law of the State of Louisiana, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(j) *Other Waivers.*

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as Mortgagee may elect (acting at the direction of the Required Lenders), and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or liens created by this Mortgage.

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

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



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

(l) *Specific Performance.* Mortgagee may, in addition to the foregoing remedies, or in lieu thereof, in Mortgagee's sole discretion, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained herein, or in aid of the execution or enforcement of any power herein granted.

(m) *Confession of Judgment.* Solely for purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee, for the full amount of the Obligations, whether now existing or arising hereafter, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee in the amount of all additional advances or other expenditures that Mortgagee may make on Mortgagor's behalf or otherwise pursuant to this Mortgage, together with interest thereon.

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



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

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

6.5 **Keeper.** Should any or all of the Collateral be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, ordinary process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee, or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as keeper of the Property. The designation is pursuant to LSA. RS. 9:5136 through 5140.2, inclusive, as the same may be amended, and Mortgagee shall be entitled to all the rights and benefits afforded thereunder. It is hereby agreed that the keeper shall be entitled to receive as compensation, in excess of its reasonable costs and expenses incurred in the administration or preservation of the Collateral, an amount equal to \$500.00 per hour, which shall be included as Obligations secured by this Mortgage. The designation of keeper made herein shall not be deemed to require Mortgagee to provoke the appointment of such a keeper.

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

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

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

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

**7.4 Termination.** If Security Termination has occurred, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the written request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage.

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

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7.6 **Security Agreement.** This Mortgage shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, pledge, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. **SUBJECT TO SUBSECTION (4) OF SECTION 9-301 OF THE LOUISIANA UNIFORM COMMERCIAL CODE-SECURED TRANSACTIONS (LSA. R.S. 10:9-301(4)), AS AMENDED, MODIFIED OR SUCCEEDED, THIS MORTGAGE IS INTENDED TO COVER ALL PERSONALTY COLLATERAL INCLUDING MORTGAGOR'S INTEREST IN ALL HYDROCARBONS AS AND AFTER THEY ARE EXTRACTED AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF AT THE WELLHEAD.** This Mortgage shall be filed in the real estate (mortgage and conveyance) records or other appropriate records of the parish or parishes in the state in which any part of the Realty Collateral and Fixture Collateral is located as well as the Uniform Commercial Code records or other appropriate office of the state in which any Collateral is located. Mortgagee hereby is authorized to file financing statements covering the Personalty Collateral, including all Hydrocarbons sold at the wellhead, and Fixture Collateral, which financing statements may be filed in the Uniform Commercial Code records or other appropriate office of the parish or state in which any of the Collateral is located or is adjacent to such parish or state or in any other location permitted or required to perfect Mortgagee's security interest under the Uniform Commercial Code. In addition, Mortgagor hereby irrevocably authorizes Mortgagee and any affiliate, employee or agent thereof, at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statement or document and amendments thereto, without the signature of Mortgagor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Mortgage.

7.7 **Declaration of Fact.** Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-508, where applicable. Mortgagor specifically agrees that such an affidavit by a representative of Mortgagee as to the existence, amount, terms and maturity of the Obligations and of a default thereunder shall constitute authentic evidence of such facts for the purpose of executory process.

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

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

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

7.11 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee (acting at the direction of the Required Lenders), be waived, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

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

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

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

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

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

With a copy to: O'Melveny & Myers LLP  
2801 N. Harwood Street, Suite 1600  
Dallas, Texas 75201  
Attention: Jason A. Schumacher  
Telephone: (972) 360-1942



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Email address: jschumacher@omm.com

Mortgagee: Ankura Trust Company, LLC  
140 Sherman Street  
Fairfield, CT 06824  
Attn: Krista Gulalo  
Email: krista.gulalo@ankura.com

With a copy to: Cahill Gordon & Reindel LLP  
32 Old Slip  
New York, NY 10005  
Attention: Jordan Wishnew  
Telephone: (212) 701-3450  
Email address: JWishnew@cahill.com

7.16 **Condemnation.** All awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee hereby is authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may at the option of Mortgagee (acting at the direction of the Required Lenders), be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

7.17 **Successors and Assigns.**

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

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

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

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

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

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

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

7.23 **Alienation; Pact de Non Alienando.** The Collateral is to remain specially mortgaged, affected and hypothecated unto and in favor of Mortgagee and in favor of any and all future holder or holders of the Obligations until the full and final payment of all Obligations secured hereby, and Mortgagor is herein and hereby bound and obligated not to sell, alienate, mortgage or encumber the Collateral, or any part thereof, to the prejudice of this act, and not to permit or suffer the same to be so sold, alienated, deteriorated or encumbered.

7.24 **Certain Louisiana References.** Each reference to a "lien" will include a reference to a "privilege," "mortgage," "collateral assignment pledge," and/or "security interest," as appropriate. Each reference to an "easement" or "easements" will include a reference to a "servitude" and "servitudes." Each reference to a parish will include a reference to a Louisiana parish. The terms "land," "real property," and "real estate" will mean "immovable property" as that term is used in the Louisiana Civil Code. The term "personal property" will mean "movable property" as that term is used in the Louisiana Civil Code. The term "intangible" will mean "intangible" as that term is used in the Louisiana Civil Code. Reference to "receiver" shall be



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deemed to be a keeper appointed by Mortgagee as provided herein. The term "fee estate" or "fee simple title" will mean "full ownership interest" as that term is used in the Louisiana Civil Code. The term "condemnation" will include "expropriation" as that term is used in Louisiana law. The term "conveyance in lieu of foreclosure" or "action in lieu thereof" will mean "giving in payment" as that term is used in the Louisiana Civil Code. The term "joint and several" will mean "solidary" as that term is used in the Louisiana Civil Code.

7.25 **Novation**. The Obligations secured by this Mortgage will continue with respect to any new obligation arising from any novation (subjective or objective) of the extinguished obligation as permitted by Louisiana Civil Code Article 1884, as well as to any other renewals, refinancings, modifications, amendments, revisions or extensions of the Obligations.

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

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

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

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

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

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7.31 **Insurance Proceeds.** Mortgagor collaterally assigns and pledges to Mortgagee the right to receive all proceeds of any insurance policies insuring against loss or damage to the Collateral in accordance with the provisions of Louisiana Revised Statutes 9:5386.

7.32 **Future Advances.** This Mortgage has been executed by Mortgagor pursuant to Louisiana Civil Code articles 3298, et seq., Louisiana Civil Code Articles 3141-3175, Louisiana Revised Statutes 9:5386-5389, the UCC, and other applicable laws, for the purpose of securing the Obligations that may now be existing and/or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law.

7.33 **Power of Attorney.** To the extent applicable, any powers of attorney and similar grants of authority given by Mortgagor to Mortgagee in this Mortgage shall be deemed given pursuant to the provisions of La. R.S. § 9:5388.

7.34 **Business Purpose and Waiver of Homestead.** Mortgagor represents that the Credit Agreement evidences an indebtedness incurred for a business or commercial purpose, and Mortgagor waives any homestead and other exemptions from seizure with regard to the Collateral to which Mortgagor may be entitled under the laws of the State of Louisiana.

7.35 **Waivers of Certificates.** The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, assignment of accounts receivable and other certificates and relieve and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

7.36 **No Paraph.** For purposes of Louisiana Revised Statutes 9:5169 and other applicable law, Mortgagor declares that none of the Obligations secured by this Mortgage have been "paraphed" for identification with this Mortgage.

7.37 **Taxpayer Identification Number.** Mortgagor does hereby represent, warrant and covenant to and with Mortgagee, its successors and assigns, that Mortgagor's federal taxpayer identification number is correctly listed on the first page of this Mortgage. Mortgagor shall give Mortgagee thirty (30) days (or such shorter period as may be agreed by Mortgagee) notice prior to any change in Mortgagor's taxpayer identification number by Mortgagor and shall give Mortgagee notice of any change in Mortgagor's taxpayer identification number that is not made by Mortgagor within thirty (30) days after such change. In the event of any change whatsoever in Mortgagor's taxpayer identification number, Mortgagor will execute, authorize and file any new UCC financing statements or any other documents that are necessary or desirable to preserve and continue Mortgagee's security interest under this Mortgage within thirty (30) days after request by Mortgagee.

7.38 **Mineral Mortgage.** This Mortgage is granted in accordance with Article 3168 *et seq.* of the Louisiana Civil Code and LAS. RS. 31:203 *et seq.*

7.39 **Exculpation Provisions.** Each of the parties hereto specifically agrees that it has a duty to read this Mortgage; and agrees that it is charged with notice and knowledge of the terms of this Mortgage; that it has in fact read this Mortgage and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Mortgage; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of this Mortgage.

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this Mortgage; and has received the advice of its attorney in entering into this Mortgage; and that it recognizes that certain of the terms of this Mortgage result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Mortgage on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."

7.40 **Collateral Agent.** Ankura Trust Company, LLC has or will be appointed as Mortgagee and Collateral Agent for the Secured Parties hereunder. It is expressly understood and agreed by Mortgagor that any authority conferred upon Mortgagee and the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Collateral Agent pursuant to the Credit Agreement and the Hedge Intercreditor Agreement, and that Mortgagee and the Collateral Agent have agreed to act (and any successor Mortgagee and Collateral Agent shall act) as such hereunder only on the express conditions contained in the Credit Agreement and the Hedge Intercreditor Agreement. Any successor Collateral Agent appointed pursuant to the Credit Agreement or the Hedge Intercreditor Agreement shall be entitled to all the rights, interests and benefits of Mortgagee and the Collateral Agent hereunder. In the performance of any obligations set forth herein, Mortgagee shall be entitled to all of the rights, benefits, protections, indemnities and immunities afforded to it under the Secured Transaction Documents.

7.41 **Hedge Intercreditor Agreement.** Notwithstanding anything herein to the contrary, this Mortgage and the exercise of any right or remedy hereunder are subject to the provisions of the Hedge Intercreditor Agreement (if applicable) and, further, to the extent any provision herein contained shall be inconsistent with any provision contained in the Hedge Intercreditor Agreement, the provisions of the Collateral Agency Agreement shall prevail.

**THIS WRITTEN AGREEMENT AND THE SECURED TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

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THUS DONE AND PASSED, on the date initially set forth above to be effective as of the Effective Date, before me the undersigned Notary Public, qualified in said State and County above written, and in the presence of the undersigned competent witnesses, with Mortgagor and me, the said Notary Public, after due reading the of the whole.

**MORTGAGOR:**

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

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

Name: Nealesh D. Shah  
Title: Vice President

WITNESSES:

\_\_\_\_\_  
Printed Name: Abby Stisher

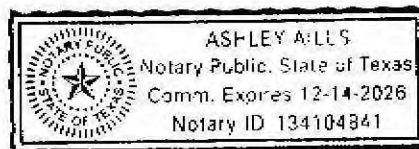
\_\_\_\_\_  
Printed Name: Meg Gorman

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

Printed name of Notary Public: Ashley Aills

Notary Identification No. or Bar Roll No.: 134104841

My Commission expires: 12-14-26



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**EXHIBIT A**  
**TO**  
**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND**  
**SECURITY AGREEMENT**

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

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

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

Schedule I – Leasehold Interests  
Schedule II – Wells



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## Schedule I

### LEASES

#### BARATARIA - MISSISSIPPI CANYON 521

#### RECORD TITLE INTEREST

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

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

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

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

Right-of-Way OCS-G 29341

Working Interest <u>100.00000%</u>
---------------------------------------

#### Agreements and Instruments:

1. Deepwater Operating Agreement dated effective January 1, 2015, between Deep Gulf Energy III, LLC, Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC and Ridgewood Barataria, LLC, as amended.

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## Schedule I

### LEASES

#### GLADDEN - MISSISSIPPI CANYON BLOCK 800

#### RECORD TITLE INTEREST

Parish/County:                      Plaquemines Parish, Louisiana

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

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

<u>WI</u>	<u>NRI with Royalty</u> <u>Relief</u>	<u>NRI - No Royalty</u> <u>Relief</u>
<u>20.00%</u>	<u>19.60%</u>	<u>17.10%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement effective January 23, 2007, between Newfield, Exploration Company as Operator and Deep Gulf Energy, LP and ATP Oil & Gas Corporation as Non-Operators, as amended.

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## Schedule I

### LEASES

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

#### OPERATING RIGHTS INTEREST

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

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

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

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

<u>WI</u>	<u>NRI</u>
<u>34.9624100%</u>	<u>27.6874790%</u>

Right-of-Way OCS-G 29236

Working Interest  
100.000000%

#### Agreements and Instruments:

1. Operating Agreement dated effective September 1, 2007, between BP Exploration & Production Inc., Marubeni Oil & Gas (USA) Inc. and Dominion Exploration & Production Inc., as amended.
2. Unit Operating Agreement for MC 727 Unit dated effective February 1, 2013, between Deep Gulf Energy II, LLC, Eni Petroleum US LLC and Marubeni Oil & Gas (USA) Inc., as amended.

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## Schedule I

### LEASES

#### MARMALARD - MISSISSIPPI CANYON BLOCK 255 / 300

##### RECORD TITLE INTEREST

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

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

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

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

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

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

OCS-G 22868, effective (not stated on lease treated as June 1, 2001), by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 300, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

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

<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>9.4228710%</u>

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

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>9.0696640%</u>

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## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Operating Agreement effective June 18, 2008, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC and Deep Gulf Energy II, LLC.
2. Unit Operating Agreement dated February 1, 2012, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore LLC, Stephens Production Company, LLC, Ridgewood Energy Corporations, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC, ILX Prospective Leases, LLC and Crux1, LLC, as amended.

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## Schedule I

### LEASES

#### NOONAN – DANNY I GARDEN BANKS BLOCK 506

#### RECORD TITLE INTEREST

Parish/County: Cameron Parish, Louisiana  
Vermilion Parish, Louisiana

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

Danny I - Working and Net  
Revenue Interests

<u>WI</u>	<u>NRI</u>
<u>30.0000000%</u>	<u>26.2500000%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering GB 463, 506, 507 506.
2. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering EC 371 (S/2) and EC 381.
3. Offshore Operating Agreement dated effective November 1, 2010, between Deep Gulf Energy, LP, Deep Gulf Energy II, LLC and Energy Resource Technology GOM, Inc.

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## Schedule I

### LEASES

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

#### RECORD TITLE INTEREST

**Parish/County:**           Plaquemines Parish, Louisiana  
                                  Lafourche Parish, Louisiana  
                                  Baldwin County, Alabama  
                                  Mobile County, Alabama  
                                  Jackson County, Mississippi

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

Working and Net Revenue Interest
----------------------------------

<u>WI</u>	<u>NRI</u>
<u>61.057020%</u>	<u>47.013905%</u>

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

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

<u>WI</u>	<u>NRI</u>
<u>54.87500000%</u>	<u>42.25375000%</u>

Right-of-Way OCS-G 29336

Working Interest
------------------

100.00000000%



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## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Joint Operating Agreement Odd Job Prospect effective July 1, 2002, between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC covering MC 213, 214 & 215, as amended.
2. Odd Job Unit Operating Agreement effective March 1, 2013, between Eni US Operating Co. Inc., Eni Petroleum US LLC and Deep Gulf Energy II, LLC, as amended.
3. Odd Job Prospect Unit Operating Agreement effective March 2, 2013 between Eni Petroleum US LLC, Ecopetrol America Inc., Calypso Exploration, LLC and Deep Gulf Energy II, LLC, as amended

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## Schedule I

### LEASES

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

#### RECORD TITLE INTEREST

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

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

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

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

#### Agreements and Instruments:

1. Unit Operating Agreement dated effective January 1, 2009, between Noble Energy, Inc., BP Exploration & Production Inc., Red Willow Offshore, LLC and HE&D Offshore, L.P., as amended.
2. Offshore Operating Agreement dated October 10, 2014, between Deep Gulf Energy III, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures I, LLC, Ridgewood South Santa Cruz, LLC and ILX Prospect South Santa Cruz, LLC, as amended

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## Schedule I

### LEASES

#### SOB II - MISSISSIPPI CANYON BLOCK 431

#### RECORD TITLE INTEREST

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

OCS-G 22877, effective June 1, 2001, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 431, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

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

Before 10% IRR is Reached
---------------------------

<u>WI</u>	<u>NRI</u>
<u>11.8231100%</u>	<u>9.1849220%</u>

After 10% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985825%</u>	<u>8.8529415%</u>

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

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

#### Agreements and Instruments:

1. Unit Operating Agreement effective April 1, 2011, between LLOG Exploration Offshore, L.L.C., HE&D Offshore, L.P., Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Driller, LLC and Deep Gulf Energy II, LLC, as amended.
2. Operating Agreement effective August 12, 2018, between LLOG Exploration Offshore, LLC, Calypso Exploration, LLC, Crux1, LLC, Kosmos Energy Gulf of Mexico Operations, LLC, Ridgewood Energy Corporation, ILX Prospect Driller, LLC and Houston Energy Deepwater Ventures II, LLC.



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## Schedule I

### LEASES

#### TORNADO - GREEN CANYON BLOCK 281

#### OPERATING RIGHTS INTEREST

Parish/County: Terrebonne Parish, Louisiana

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

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>35.00000%</u>	<u>24.93750%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement dated effective September 30, 2007, between Energy Resource Technology GOM, Inc., and Sojitz GOM Deepwater, Inc., as amended.

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## Schedule I

### LEASES

#### WINTERFELL – GREEN CANYON BLOCKS 943 / 944 / 987 / 988

#### RECORD TITLE INTEREST

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

OCS-G 36060, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36061, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36309, dated effective as of June 1, 2018, by and between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC and LLOG Bluewater Holdings, L.L.C. Lessees, covering all of Block 987, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.242026%</u>

OCS-G 35417, dated effective as of June 1, 2014, by and between the United States of America, as Lessor, and Houston Energy, L.P. and Red Willow Offshore, LLC as Lessees, covering all of Block 988, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.502647%</u>

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## Schedule I

### LEASES

#### Agreements and Instruments:

1. Operating Agreement effective November 1, 2019, between BOE Exploration & Production LLC, Beacon Offshore Energy Exploration LLC, Red Willow Offshore, LLC and Houston Energy, L.P., as amended.

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## Schedule I

### LEASES

#### GETTYSBURG – DE SOTO CANYON BLOCKS 398 / 399

#### RECORD TITLE INTEREST

Parish/County:      Plaquemines Parish, Louisiana

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

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

<u>WI</u>	<u>NRI</u>
<u>25.0000000%</u>	<u>19.3125000%</u>

OCS-G 37782 dated effective as of April 1, 2024, by and between the United States of America, as Lessor, and Shell Offshore Inc. as Lessee, covering all of Block 399, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

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

<u>WI</u>	<u>NRI</u>
<u>25.0000000%</u>	<u>20.1458300%</u>

#### Agreements and Instruments:

1. Operating Agreement effective January 28, 2025, between Shell Offshore Inc. and Kosmos Energy Gulf of Mexico Operations, LLC.



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## Schedule I

### LEASES

#### TIBERIUS – KEATHLEY CANYON 964

##### RECORD TITLE INTEREST

Parish/County: St. Mary Parish, Louisiana  
Iberia Parish, Louisiana  
Vermilion Parish, Louisiana

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

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>50.00000000%</u>	<u>40.1251500%</u>

Proposed Right-of-Way OCS-G 29566

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

Proposed Right-of-Way OCS-G 29763

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

#### Agreements and Instruments:

1. Joint Operating Agreement effective August 1, 2022, between Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC, as amended.



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**Schedule II**

**WELLS**

Prospect	Block	Lease Number	Well Name/Number	API #	Working Interest	Net Revenue Interest	Net Revenue Interest w/ Royalty Relief	Net Revenue Interest w/o Royalty Relief
Barataria	Mississippi Canyon 521	OCS-G 34441	SS001	608174131300	22.500000%	15.738750%	NA	NA
Gladden	Mississippi Canyon 800	OCS-G 18292	SS001; SS002	608174112701 608174140600	20.000000%	NA	19.600000%	17.100000%
Kodiak	Mississippi Canyon 771	OCS-G 24107	SS002; SS003	608174141900 608174129200	34.962410%	27.687479%	NA	NA
Marmalard	Mississippi Canyon 255	OCS-G 24064	SS001; SS002; SS003; SS003-ST	608174125800 608174130500 608174148900 608174148901	11.398583%	8.852942%	NA	NA
Marmalard	Mississippi Canyon 300	OCS-G 22868	SS001; SS002	608174120600 608174129500	11.398583%	9.422871%	NA	NA
Noonan - Danny I	Garden Banks 506	OCS-G 26664	002	608074028601	30.000000%	26.250000%	NA	NA
Odd Job	Mississippi Canyon 214	OCS-G 24059	002	608174138001	61.057020%	47.013905%	NA	NA
Odd Job	Mississippi Canyon 215	OCS-G 24060	SS001; SS002	608174129101 608174137600	54.875000%	42.253750%	NA	NA
SOB2	Mississippi Canyon 431	OCS-G 22877	SS002	608174120301	11.823110%	NA	10.277764%	9.184922%
South Santa Cruz	Mississippi Canyon 563	OCS-G 21176	SS001	608174130000	40.500000%	NA	33.210000%	28.147500%
Tiberius	Keathley Canyon 964	OCS-G 36694	004; ST00BP01	608084007400 608084007401	50.000000%	40.125150%	NA	NA
Tornado	Green Canyon 281	OCS-G 33242	SS001, SS002, SS003	608114065701 608114069101 60811407801	35.000000%	24.937500%	NA	NA
Winterfell	Green Canyon 943	OCS-G 36060	WA002	608114075301	25.04375%	19.323483%	NA	NA
Winterfell	Green Canyon 944	OCS-G 36061	WA001, WA003, WB001	608114074301 608114077701 608114079001	25.04375%	19.323483%	NA	NA

**EXHIBIT B**  
**TO**  
**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND**  
**SECURITY AGREEMENT**

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WRITTEN CONSENT OF THE SOLE MEMBER  
OF  
KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC

September 24, 2025

The undersigned, being the sole member (the "Sole Member") of KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC, a Delaware limited liability company (the "Company"), hereby adopt the following resolutions by written consent in lieu of a meeting, pursuant to Sections 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 *et seq.* the following resolutions.

**CREDIT AGREEMENT RESOLUTIONS**

Reference is made to that certain Senior Secured Term Loan Credit Agreement (the "Credit Agreement"; all capitalized terms used but not defined under the heading "Credit Agreement Resolutions" shall have the meanings ascribed to such terms in the Credit Agreement), among the Company, as borrower (in such capacity, the "Borrower"), KOSMOS ENERGY GOM HOLDINGS, LLC, a Delaware limited liability company ("GOM Holdings"), KOSMOS ENERGY GULF OF MEXICO, LLC, a Delaware limited liability company ("Holdings"), KOSMOS ENERGY GULF OF MEXICO MANAGEMENT, LLC, a Delaware limited liability company ("GOM Management" and together with GOM Holdings and Holdings, each a "Guarantor" and collectively, the "Guarantors"), each Lender from time to time party thereto (collectively, the "Lenders" and each individually, a "Lender"), and Ankura Trust Company, LLC, a New Hampshire limited liability company as term loan collateral agent and administrative agent (in such capacities, collectively, the "Agent").

NOW, THEREFORE, BE IT

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

**RESOLVED:** That (i) the Fee Letter (the "Fee Letter"), by and among the Borrower and the Agent, (ii) the Term Loan Security Agreement (the "Security Agreement"), by and among the Company, the Guarantors and the Agent, (iii) the Effective Date Term Loan Notes and the Delayed Draw Term Loan Notes (collectively, the "Notes"), from the Borrower in favor of each of the Lenders requesting a Note, (iv) those certain Mortgages, Assignments of Production, Security Agreements, Fixture Filings and Financing Statements dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower located in the State of Alabama (the "AL Mortgages"), (v) those certain Multiple Indebtedness Mortgages, Assignments of Production and Security Agreements, dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower located in the State of Louisiana (the "LA Mortgages"), (vi) those certain Deeds of Trust, Assignments of Production, Security Agreements, Fixture Filings and Financing Statements dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower in the State of Mississippi (the "MS Mortgages"), (v) the Shell Hedge Agreement and (vi) the GOM Offtake Agreement between the Borrower and Shell Trading (US) Company, in each case in substantially the forms presented to the Sole Member and reviewed by the Sole Member, are hereby authorized, adopted and approved; and that the Authorized Officers be, and each of them hereby is, authorized to execute and deliver, in the name of and on behalf of the Company



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the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement with such changes, modifications and amendments thereto as may be deemed necessary or appropriate and approved by any of the Authorized Officers, the execution by any such Authorized Officer of the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement being conclusive evidence of his or her approval thereof and his or her authority hereunder.

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

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

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

**RESOLVED:** That in connection with the Loan Documents, the Company is authorized and directed to (i) borrow the Loans, (ii) incur the Obligations, (iii) grant security interests in, liens upon and pledges of, certain of the Company's property and assets (including equity interests owned in its subsidiaries) pursuant to the terms of the Security Agreement, the AL Mortgages, the LA Mortgages, and the MS Mortgages and any other applicable Loan Document, (iv) perform its duties and obligations under the Loan Documents, and (v) authorize the Agent, on behalf of any Lenders, as applicable, to take all such further action to maintain and perfect such liens, and to take such action as is otherwise necessary to effect the purposes of the Loan Documents and to execute and/or authorize (as applicable) any and all security agreements, collateral assignments, certificates, financing statements, including, without limitation, UCC-1 financing statements and any other documents in connection therewith.

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

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That the Authorized Officers of the Company be, and each of them hereby is, authorized to enter into, execute and deliver, from time to time, such amendments (including, without limitation, the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement) in connection with the Credit Agreement, the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement, including, any additional security agreements, pledge agreements, subordination agreements, deposit account control agreements, intellectual property security agreements, intellectual property security agreements, officer's certificates and/or the other documents to which the Company is a party (collectively, the "Loan Documents").

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limitation, amendments increasing or decreasing the amount of credit available or extending the maturity of the same), modifications, extensions, renewals, supplements, consolidations and replacements of any of the Loan Documents, in such form and with such terms as the Authorized Officer executing the same, in his or her sole discretion, shall approve, the execution by any Authorized Officer of any such amendment, modification, extension, renewal, supplement, consolidation or replacement being conclusive evidence of his or her approval thereof and his or her authority hereunder.

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

#### GENERAL RESOLUTIONS

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

**RESOLVED:** That the authority conferred upon the aforesaid Authorized Officers by the above resolutions shall remain in full force and effect until revocation by further resolution of the Sole Member, and any other party to whom the Transaction Documents may be delivered for processing in connection with the transactions contemplated thereby shall be conclusively entitled to rely upon the authority of such Authorized Officer and by his or her execution of any document, certificate or agreement.

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

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

[Signature page follows]

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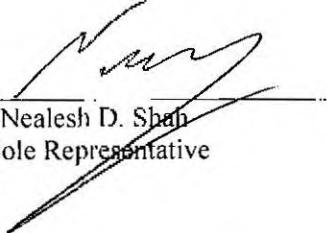
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IN WITNESS WHEREOF, the undersigned have executed this written consent as of the date first written above.

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

BY: KOSMOS ENERGY GULF OF MEXICO  
MANAGEMENT, LLC, AS SOLE MEMBER

By:   
Name: Nealesh D. Shah  
Title: Sole Representative

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Iberia Parish Clerk of Court  
P.O. Box 12010  
New Iberia, LA 70562

Phone (337) 365-7282



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**David Ditch**  
Clerk of Court  
Parish of Iberia

**Instrument Number: 36673**

**Book/Index:** MOB

**Document Type:** MORTGAGE

**Recording Date:** 10/1/2025 3:25:44 PM

**Page Count:** 52 not including this page

**Intake Via:** eRecording

**Grantor 1:** KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC

**Grantee 1:** ANKURA TRUST COMPANY, LLC

MOB: 36673

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SHOULD BE RETAINED WITH ANY COPIES.



*June Saunier*  
June Saunier



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Iberia Parish Clerk of Court

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# Plaquemines Parish Recording Page

Kim Turlich-Vaughan  
Clerk of Court  
PO Box 40  
Belle Chasse, LA 70037  
(504) 934-6610

**Received From :**

ADAMS & REESE  
ATTN: CATHERINE FILIPPI  
4500 ONE SHELL SQUARE  
NEW ORLEANS, LA 70139

**First MORTGAGOR**

KOSMOS ENERGY GULF OF MEXICO OPERATIONS LLC

**First MORTGAGEE**

ANKURA TRUST COMPANY LLC

**Index Type :** MORTGAGE

**File # :** 2025-00003229

**Type of Document :** MORTGAGE

**Book :** 871

**Page :** 31

**Recording Pages :** 53

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Plaquemines Parish, Louisiana.

This instrument was eRecorded.

On (Recorded Date) : 10/01/2025

At (Recorded Time) : 3:30:20PM



Clerk of Court



**Return To :** ADAMS & REESE  
ATTN: CATHERINE FILIPPI  
4500 ONE SHELL SQUARE  
NEW ORLEANS, LA 70139



**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND  
SECURITY AGREEMENT**

THIS INSTRUMENT IS A MULTIPLE INDEBTEDNESS MORTGAGE.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN MINERALS OR THE LIKE (INCLUDING OIL AND GAS) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD. THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN FIXTURES. PRODUCTS OF THE COLLATERAL ALSO ARE COVERED.

FROM

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

TO

ANKURA TRUST COMPANY, LLC  
140 Sherman Street  
Fairfield, CT 06824  
(Mortgagee and Secured Party)  
September 24, 2025

\*\*\*\*\*

This instrument, prepared by Morgan, Lewis & Bockius LLP, 1000 Louisiana Street, Suite 4000, Houston, Texas 77002 (Phone: 713-890-5000) and reviewed for compliance with recording requirements by Adams & Reese LLP, Hancock Whitney Center, 701 Paydras Street, Suite 4500, New Orleans, LA 70139 (Phone: 504-585-0175), contains after-acquired property provisions and covers future advances and proceeds to the fullest extent allowed by applicable law.

ATTENTION RECORDING OFFICER: This instrument is a mortgage of both real/immovable and personal/movable property and is, among other things, a Security Agreement under the Uniform Commercial Code in effect in the State of Louisiana. This instrument creates a lien on rights in or relating to lands of Mortgagor that are described on Exhibit A attached hereto and made a part hereof and in instruments and documents described on such Exhibit A.

**RECORDED DOCUMENT SHOULD BE RETURNED TO:**

Morgan, Lewis & Bockius LLP  
1000 Louisiana Street, Suite 4000  
Houston, Texas 77002

Attention: Matthew D. Lea

**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND  
SECURITY AGREEMENT**

MULTIPLE INDEBTEDNESS MORTGAGE,	§	UNITED STATES OF AMERICA
ASSIGNMENT OF PRODUCTION AND	§	
SECURITY AGREEMENT	§	THE STATE OF TEXAS
	§	
	§	COUNTY OF DALLAS
BY: KOSMOS ENERGY GULF OF	§	
MEXICO OPERATIONS, LLC	§	
	§	
TO: ANKURA TRUST COMPANY, LLC	§	
	§	
	§	
	§	

BE IT KNOWN, that on September 24, 2025, before the undersigned Notary Public, duly commissioned and qualified in and for the State and County aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

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

who, being duly sworn, declared that

This MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT (this "Mortgage") is executed to be effective as of September 24, 2025 ("Effective Date"), by Mortgagor in favor of Ankura Trust Company, LLC, a New Hampshire limited liability company with offices at 140 Sherman Street, Fairfield, CT 06824 as Collateral Agent ("Mortgagee"), for the benefit of the Secured Parties.

**RECITALS**

A. Mortgagor is party to that certain Senior Secured Term Loan Credit Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Mortgagor, as the borrower, the other Loan Parties party thereto, Mortgagee, as term loan collateral agent and administrative agent, and the lenders from time to time party thereto (the "Lenders"), pursuant to which the Lenders have agreed to make loans and other extensions of credit to Mortgagor for the purposes set forth therein.

B. The Mortgagor and/or certain other Loan Parties have entered, or may enter, into certain agreements regarding Secured Hedge Agreements and the GOM Offtake Agreement (collectively, the “Secured Ancillary Documents”).

C. Mortgagee, the Hedge Providers (as defined in the Credit Agreement) party thereto, Mortgagor and/or certain other Loan Parties and the other Persons party thereto from time to time, have entered, or may enter, into a Hedge Intercreditor Agreement.

D. Mortgagor and the other Loan Parties are party to that certain Term Loan Collateral and Guarantee Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Security Agreement”). The Credit Agreement, the Secured Ancillary Documents, the Term Loan Security Agreement and the other Loan Documents are collectively referred to herein as the “Secured Transaction Documents”.

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

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

## **ARTICLE I**

### **Definitions**

1.1 “Collateral” means the Realty Collateral, Personalty Collateral and Fixture Collateral.

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

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

1.4 “Excluded Property” means the following:

(a) any motor vehicle and other vehicles subject to certificates of title (except to the extent the security interest in such assets can be perfected by the filing of a UCC-1 financing statement);



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

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

(d) margin stock (within the meaning of Regulation T, Regulation U or Regulation X);

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



Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition is no longer effective;

(f) any Excluded Account;

(g) Intellectual Property and licenses, including any "intent-to-use" Trademarks until such time as Mortgagor files an amendment to allege use or statement of use and such filing is examined and accepted by the United States Patent and Trademark Office for any such Trademarks;

(h) any Letter of Credit Rights (as defined in the UCC) (other than to the extent a Lien thereon can be perfected by filing an "all assets" UCC-1 or automatically as a supporting obligation for other collateral required to be perfected under the Loan Documents);

(i) any equipment or other asset owned by Mortgagor that is subject to a purchase money lien or a Capitalized Lease, in each case, as permitted under the Loan Documents, if the contract or other agreement in which such Lien is granted (or the documentation providing for such Capitalized Lease) prohibits or requires the consent of any Person other than Mortgagor's as a condition to the creation of any other security interest on such equipment or asset, such consent has not been obtained, and, in each case, such prohibition or requirement is permitted by the Loan Documents;

(j) those assets as to which Mortgagee shall determine (acting at the direction of the Required Lenders) that the cost or other consequence of obtaining a Lien thereon or perfection thereof are excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby;

(k) any Oil and Gas Properties that are neither related to or attributable to the Hydrocarbon Interests described on Exhibit A nor are classified as Proved Reserves, together with any Property used exclusively in connection with such excluded Oil and Gas Properties; and

(l) any Building (as defined in the applicable Flood Insurance Regulations) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulations) owned by any Loan Party,

*provided*, that in case of clauses (b) and (c) of this definition, the security interest hereunder shall attach immediately and automatically (without need for any further grant or act) at such time as the conditions described in clause (b) or (c), as applicable, preventing such attachment cease to exist and to the extent severable shall in any event, attach to all rights in respect of such Property that are not subject to the applicable conditions described in clause (b) or (c); provided, further that "Excluded Property" shall (1) not include any right to receive proceeds from the sale or other disposition of Excluded Property or any proceeds, substitutions or replacements of Excluded Property (unless such proceeds, substitutions or replacements would constitute Excluded Property).

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

1.6 "Fixture Collateral" means all of Mortgagor's interest now owned or hereafter acquired in and to all Fixture Operating Equipment and all proceeds, products, renewals, increases,

profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

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

1.8 “Hydrocarbon Interests” means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, fee interests, surface interests, mineral fee interests, overriding royalty interests and other royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature, in each case, which are expressly described on Exhibit A and all other interests of Mortgagor consisting of Proved Reserves whether now owned or hereafter acquired. Unless otherwise indicated herein, each reference to the term “Hydrocarbon Interests” shall mean Hydrocarbon Interests of Mortgagor.

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

1.10 “Obligations” means all obligations (whether now existing or hereafter arising, absolute or contingent, joint, several, or independent) of every nature of each Loan Party from time to time owed to any Agent (including former Agents) or any Lender from time to time outstanding under the Credit Agreement and under the other Loan Documents or otherwise under any Loan, Secured Ancillary Document, including, without limitation, all principal and all interest, fees, premium, expenses, Erroneous Payment Subrogation Rights, and other charges accrued or accruing (or which would, absent commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto, accrue) on or after the commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto at the rate provided for herein or the relevant Loan Document, whether or not such interest, fees, premium, expenses or other charges are allowed or allowable in any such bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto.

1.11 “Oil and Gas Property” or “Oil and Gas Properties” means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, including all oil in tanks, and all rents, issues, profits,

proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests; and (g) all Properties, rights, titles, interests and estates described or referred to above, including any and all tangible Property, real or personal, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells, all permanently abandoned and inactive wells, dry holes or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, pipelines, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise indicated herein, each reference to the term "Oil and Gas Properties" shall mean Oil and Gas Properties of Mortgagor.

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

1.13 "Personalty Collateral" means all of Mortgagor's interest now owned or hereafter acquired in and to all Operating Equipment, all Hydrocarbons severed and extracted from or attributable to the Oil and Gas Properties, including oil in tanks and all other "as-extracted" collateral from or attributable to the Oil and Gas Properties, general intangibles attributable to or specifically held in inventory for use on the Oil and Gas Properties and all accounts (including accounts resulting from the sale of Hydrocarbons at the wellhead), contract rights, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with the sale or other disposition of any Hydrocarbons or otherwise, including all Liens securing the same, all accounts, contract rights and general intangibles attributable to or related to the Oil and Gas Properties and now existing or hereafter arising regardless of whether any of the foregoing is in connection with or resulting from any of the Contracts, including all Liens securing the same, all Contracts, all personal property located



on the real property described in Exhibit A, all proceeds and products of the Realty Collateral and any other contracts or agreements, all information concerning the Oil and Gas Properties and all wells located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, well files, and other books and records (including computerized records and data), any options or rights of first refusal to acquire any Realty Collateral, all As-Extracted Collateral (as defined in the UCC) located in or related to the Oil and Gas Properties, including, without limitation, all As-Extracted Collateral relating to the Hydrocarbon Interests and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

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

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

1.16 “Security Termination” means such time at which a Repayment Event shall have occurred.

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

## **ARTICLE II**

### **Creation of Security**

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

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

Subject, however, to the condition that Mortgagee shall not be liable in any respect for the performance of any covenant or obligation of Mortgagor with respect to the Collateral. Any reference in Exhibit A to the name of a well shall not be construed to limit the Collateral to the well bore of such well or in the pro rata units. It is Mortgagor's intent that this Mortgage cover Mortgagor's entire interest in the lands, leases, units and other interests set forth in Exhibit A.

Notwithstanding anything contained herein to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation (hereinafter defined)) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Realty Collateral," "Fixture Collateral" or "Personalty Collateral", and no Buildings or Manufactured (Mobile) Homes are encumbered by this Mortgage. As used herein, "Flood Insurance Regulations" shall mean the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, and the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.



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

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

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

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

3.3 Mortgagee may (at the direction of the Required Lenders), elect to return any part of said funds to Mortgagor or to deposit the same to Mortgagor's account without applying it to the Obligations. Upon the occurrence and during the continuance of an Event of Default, the monthly proceeds of Mortgagor's runs actually received by Mortgagee may be held by Mortgagee and applied in the manner set forth in Section 6.02 of the Credit Agreement.

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

3.5 Mortgagee is hereby absolved from all liability, including liability for Mortgagee's negligence, for failure to enforce collection of the proceeds of runs and from all other responsibility in connection therewith except the responsibility to account to Mortgagor for funds actually received. Mortgagor agrees to indemnify and hold Mortgagee harmless against any and all

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

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

3.7 The foregoing assignment shall not cause Mortgagee to be: (a) a Mortgagee in possession; (b) responsible or liable for the control, care, management, operation or repair of the Collateral or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of any Contract or lease in the Oil and Gas Properties; (c) responsible or liable for any waste committed on the Collateral by Mortgagor under any of the Contracts or leases in the Oil and Gas Properties or by any other party; for any dangerous or defective condition of the Collateral; or for any negligence in the management, upkeep, repair or control of the Collateral resulting in loss or injury or death to any person; or (d) responsible for or impose upon Mortgagee any duty to produce Hydrocarbons, rents, profits, runs, or proceeds of runs. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (a) the exercise or failure to exercise any of the rights, remedies or powers granted to Mortgagee hereunder; or (b) the failure or refusal of Mortgagee to perform or discharge any obligation, duty or liability of Mortgagor arising under the Contracts or leases in the Oil and Gas Properties. The exclusions from liability contained herein are intended to apply to liability for Mortgagee's negligence except for gross negligence or willful misconduct, as found by a final and non-appealable judgment of a court of competent jurisdiction.

3.8 Mortgagor hereby appoints Mortgagee as its attorney-in-fact to pursue any and all rights of Mortgagor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons during the continuation of an Event of Default. In addition to the Liens granted to Mortgagee in Section 2.1, Mortgagor hereby further pledges and collaterally transfers and assigns to the Mortgagee, for the benefit of the Secured Parties, any and all such Liens, security interests, financing statements or similar interests of the Mortgagor attributable to

its interest in the As-Extracted Collateral, any other Hydrocarbons and proceeds of runs therefrom arising under or created by any statutory provision, judicial decision or otherwise. The power of attorney granted to Mortgagee in this Section 3.8, being coupled with an interest, shall be irrevocable until the Security Termination has occurred.

3.9 Notwithstanding the foregoing, (i) until such time as an Event of Default has occurred and is continuing, but subject to the provisions of the Credit Agreement, Mortgagee hereby grants to Mortgagor a license to sell its respective Hydrocarbons and receive proceeds from the sale of such Hydrocarbons, which license shall automatically terminate upon such Event of Default and for so long as the same continues, and (ii) Mortgagee has agreed not to exercise its right to receive direct delivery of Hydrocarbons and payment of proceeds immediately but rather, each party producing, purchasing or receiving Hydrocarbons may continue to make such deliveries or payments to such Mortgagor until such time as such party has received notice from Mortgagee that an Event of Default has occurred and is continuing and that such party is directed to make delivery or payment directly to Mortgagee.

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

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

(a) *Title to Collateral.* Mortgagor has good and defensible title to the Collateral free from all Liens except for Permitted Liens.

(b) *Production Burdens, Expenses and Revenues.* Mortgagor's ownership of the Hydrocarbons and the undivided interests therein as specified in Exhibit A will, after giving full effect to the Permitted Liens and after giving full effect to any instruments or agreements affecting Mortgagor's ownership of the Hydrocarbons, afford Mortgagor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Hydrocarbons specified as net revenue interest set forth in the most recently delivered Reserve Report, and will cause Mortgagor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest as set forth in the most recently delivered Reserve Report, of the costs of drilling, developing and operating the wells identified in Exhibit A. Any fractional percentage or decimal interests specified in Exhibit A in referring to Mortgagor's interest in the Collateral are solely for the purposes of the warranties set forth above and shall in no manner limit the quantum of the interests of Mortgagor in the Collateral pledged by Mortgagor hereunder.

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



(d) *Rentals; Leases.* All material rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Collateral have been duly paid or provided for (except for those amounts being contested by Mortgagor in good faith and for which adequate reserves have been maintained in accordance with GAAP), and all leases or subleases comprising a part of the Oil and Gas Properties are valid and subsisting, in full force and effect, and there exists no default or event or circumstance which with the giving of notice or the passage of time or both would give rise to a material default under any such lease or leases, except with respect to any such Collateral that is no longer capable of producing Hydrocarbons in economically reasonable amounts or to the extent such leases have expired in accordance with their terms.

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

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

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

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

4.3 **Operation by Third Parties.** As to any part of the Collateral which is operated by a party other than Mortgagor, until the Security Termination has occurred, Mortgagor shall at Mortgagor's own expense, use reasonable commercial efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Collateral by the working interest owners or the operator or operators of such Collateral, regardless of whether Mortgagor is the operator of the Oil and Gas Properties, except as expressly permitted by the Credit Agreement.

4.4 **Recording.** Mortgagor shall, at Mortgagor's own expense, record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including

applicable financing statements, in such offices and places as are necessary or appropriate, including in the state where Mortgagor is registered as a limited liability company and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a valid lien and security interest (subject in all respects to Permitted Liens) on real or immovable personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the lien and security interest created hereby in and on the Collateral. Mortgagor hereby irrevocably appoints Mortgagee as its lawful attorney-in-fact for the specific purpose of reinscribing this Mortgage from time to time in the in the public records of for each Parish where the Collateral is located or is offshore and adjacent to; nothing, however, shall require Mortgagee to reinscribe this Mortgage and the failure of Mortgagee to reinscribe shall not be grounds for any cause of action either by Mortgagor or by any subsequent holder(s) of the Obligations.

## **ARTICLE V**

### **Default**

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

## **ARTICLE VI**

### **Mortgagee’s Rights**

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

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

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

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

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

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



(b) *Judicial Proceedings.* Upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed by a suit or suits, in equity or at law for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, for the enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Louisiana or on the outer continental shelf adjacent to the State of Louisiana, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral; or without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all or any part of the Collateral to be immediately seized and sold by ordinary or executory process issued by any competent court, either with or without appraisal, and without the necessity of making demand upon Mortgagor in default, all of which are expressly waived by Mortgagor.

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

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

(e) *Certain Aspects of Sale.* Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the

Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of an Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, the appointment of any successor Mortgagee hereunder and the truth and accuracy of all other matters stated therein. Mortgagor does hereby ratify and confirm all legal acts that Mortgagee may do in carrying out Mortgagee's duties and obligations under this Mortgage, and Mortgagor hereby irrevocably appoints Mortgagee to be the attorney in fact of Mortgagor and in the name and on behalf of Mortgagor, to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Mortgagee or any public officer acting under execution or by order of court, to have physically present or constructively in his possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

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

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

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

(i) *Mortgagor's Waiver of Appraisal and Marshalling.* Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisal, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any applicable law of the State of Louisiana, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(j) *Other Waivers.*

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as Mortgagee may elect (acting at the direction of the Required Lenders), and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or liens created by this Mortgage.

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

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



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

(l) *Specific Performance.* Mortgagee may, in addition to the foregoing remedies, or in lieu thereof, in Mortgagee's sole discretion, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained herein, or in aid of the execution or enforcement of any power herein granted.

(m) *Confession of Judgment.* Solely for purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee, for the full amount of the Obligations, whether now existing or arising hereafter, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee in the amount of all additional advances or other expenditures that Mortgagee may make on Mortgagor's behalf or otherwise pursuant to this Mortgage, together with interest thereon.

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

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

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

6.5 **Keeper.** Should any or all of the Collateral be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, ordinary process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee, or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as keeper of the Property. The designation is pursuant to LSA. RS. 9:5136 through 5140.2, inclusive, as the same may be amended, and Mortgagee shall be entitled to all the rights and benefits afforded thereunder. It is hereby agreed that the keeper shall be entitled to receive as compensation, in excess of its reasonable costs and expenses incurred in the administration or preservation of the Collateral, an amount equal to \$500.00 per hour, which shall be included as Obligations secured by this Mortgage. The designation of keeper made herein shall not be deemed to require Mortgagee to provoke the appointment of such a keeper.

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

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



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

6.9 **Resignation of Operator**. In addition to all rights and remedies under this Mortgage, at law and in equity, upon the occurrence and during the continuance of any Event of Default, if Mortgagee shall exercise any remedies under this Mortgage with respect to any particular Oil and Gas Property (or Mortgagor shall transfer such Oil and Gas Property “in lieu of” foreclosure) whereupon Mortgagor is divested of its title to such Oil and Gas Property, Mortgagee shall have the right to request that any operator of such Oil and Gas Property which is either Mortgagor or any Affiliate of Mortgagor resign as operator under the joint operating agreement applicable to such Oil and Gas Property, and no later than 60 days (or such earlier time as may be permitted by the applicable joint operating agreement) after receipt by Mortgagor of any such request, Mortgagor shall resign (or, to the extent it is able to do so, cause such other Person to resign) as operator of such Oil and Gas Property.

6.10 **Inapplicability of Certain Provisions**. Anything herein contained to the contrary notwithstanding, the provisions of this Mortgage relative to powers of sale, the rule against perpetuities and other provisions which pertain to rights or remedies not recognized under Louisiana law, shall have no effect. Furthermore, notwithstanding anything contained in this Mortgage to the contrary, all rights and remedies of Mortgagee hereunder shall be subject to and limited by all applicable law in the State of Louisiana governing self-help and extra-judicial repossession of collateral.

## **ARTICLE VII** **Miscellaneous**

7.1 **Advances by Mortgagee**. Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor’s expense. If Mortgagor fails to perform or keep any of the covenants of whatsoever kind or nature contained in this Mortgage, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagors behalf, and Mortgagor hereby agrees to repay such sums and any attorneys’ fees incurred in connection therewith on demand plus interest thereon from the date of the advance until reimbursement of Mortgagee. In addition, Mortgagor hereby agrees to repay on demand any reasonable out-of-pocket costs, expenses and attorney’s fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such reasonable out-of-pocket costs, expenses and attorney’s fees incurred pursuant hereto, plus interest thereon from the date of the advance by Mortgagee until reimbursement of Mortgagee. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

7.2 **Defense of Claims**. Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor’s title to the Collateral or Mortgagee’s Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor’s

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

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

7.4 **Termination.** If Security Termination has occurred, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the written request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage.

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

7.6 **Security Agreement.** This Mortgage shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, pledge, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. **SUBJECT TO SUBSECTION (4) OF SECTION 9-301 OF THE LOUISIANA UNIFORM COMMERCIAL CODE-SECURED TRANSACTIONS (LSA. R.S. 10:9-301(4)), AS AMENDED, MODIFIED OR SUCCEDED, THIS MORTGAGE IS INTENDED TO COVER ALL PERSONALTY COLLATERAL INCLUDING MORTGAGOR'S INTEREST IN ALL HYDROCARBONS AS AND AFTER THEY ARE EXTRACTED AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF AT THE WELLHEAD.** This Mortgage shall be filed in the real estate (mortgage and conveyance) records or other appropriate records of the parish or parishes in the state in which any part of the Realty Collateral and Fixture Collateral is located as well as the Uniform Commercial Code records or other appropriate office of the state in which any Collateral is located. Mortgagee hereby is authorized to file financing statements covering the Personalty Collateral, including all Hydrocarbons sold at the wellhead, and Fixture Collateral, which financing statements may be filed in the Uniform Commercial Code records or other appropriate office of the parish or state in which any of the Collateral is located or is adjacent to such parish or state or in any other location permitted or required to perfect Mortgagee's security interest under the Uniform Commercial Code. In addition, Mortgagor hereby irrevocably authorizes Mortgagee and any affiliate, employee or agent thereof, at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statement or document and amendments thereto, without the signature of Mortgagor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Mortgage.

7.7 **Declaration of Fact.** Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-508, where applicable. Mortgagor specifically agrees that such an affidavit by a representative of Mortgagee as to the existence, amount, terms and maturity of the Obligations and of a default thereunder shall constitute authentic evidence of such facts for the purpose of executory process.

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

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



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

7.11 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee (acting at the direction of the Required Lenders), be waived, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

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

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

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

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

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

With a copy to: O'Melveny & Myers LLP  
2801 N. Harwood Street, Suite 1600  
Dallas, Texas 75201  
Attention: Jason A. Schumacher  
Telephone: (972) 360-1942

Email address: jschumacher@omm.com

Mortgagee: Ankura Trust Company, LLC  
140 Sherman Street  
Fairfield, CT 06824  
Attn: Krista Gulalo  
Email: krista.gulalo@ankura.com

With a copy to: Cahill Gordon & Reindel LLP  
32 Old Slip  
New York, NY 10005  
Attention: Jordan Wishnew  
Telephone: (212) 701-3450  
Email address: JWishnew@cahill.com

7.16 **Condemnation.** All awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee hereby is authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may at the option of Mortgagee (acting at the direction of the Required Lenders), be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

7.17 **Successors and Assigns.**

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

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



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

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

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

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

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

7.23 **Alienation; Pact de Non Alienando.** The Collateral is to remain specially mortgaged, affected and hypothecated unto and in favor of Mortgagee and in favor of any and all future holder or holders of the Obligations until the full and final payment of all Obligations secured hereby, and Mortgagor is herein and hereby bound and obligated not to sell, alienate, mortgage or encumber the Collateral, or any part thereof, to the prejudice of this act, and not to permit or suffer the same to be so sold, alienated, deteriorated or encumbered.

7.24 **Certain Louisiana References.** Each reference to a "lien" will include a reference to a "privilege," "mortgage," "collateral assignment pledge," and/or "security interest," as appropriate. Each reference to an "easement" or "easements" will include a reference to a "servitude" and "servitudes." Each reference to a parish will include a reference to a Louisiana parish. The terms "land," "real property," and "real estate" will mean "immovable property" as that term is used in the Louisiana Civil Code. The term "personal property" will mean "movable property" as that term is used in the Louisiana Civil Code. The term "intangible" will mean "incorporeal" as that term is used in the Louisiana Civil Code. Reference to "receiver" shall be

deemed to be a keeper appointed by Mortgagee as provided herein. The term “fee estate” or “fee simple title” will mean “full ownership interest” as that term is used in the Louisiana Civil Code. The term “condemnation” will include “expropriation” as that term is used in Louisiana law. The term “conveyance in lieu of foreclosure” or “action in lieu thereof” will mean “giving in payment” as that term is used in the Louisiana Civil Code. The term “joint and several” will mean “solidary” as that term is used in the Louisiana Civil Code.

7.25 **Novation**. The Obligations secured by this Mortgage will continue with respect to any new obligation arising from any novation (subjective or objective) of the extinguished obligation as permitted by Louisiana Civil Code Article 1884, as well as to any other renewals, refinancings, modifications, amendments, revisions or extensions of the Obligations.

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

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

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

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

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

7.31 **Insurance Proceeds.** Mortgagor collaterally assigns and pledges to Mortgagee the right to receive all proceeds of any insurance policies insuring against loss or damage to the Collateral in accordance with the provisions of Louisiana Revised Statutes 9:5386.

7.32 **Future Advances.** This Mortgage has been executed by Mortgagor pursuant to Louisiana Civil Code articles 3298, et seq., Louisiana Civil Code Articles 3141-3175, Louisiana Revised Statutes 9:5386-5389, the UCC, and other applicable laws, for the purpose of securing the Obligations that may now be existing and/or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law.

7.33 **Power of Attorney.** To the extent applicable, any powers of attorney and similar grants of authority given by Mortgagor to Mortgagee in this Mortgage shall be deemed given pursuant to the provisions of La. R.S. § 9:5388.

7.34 **Business Purpose and Waiver of Homestead.** Mortgagor represents that the Credit Agreement evidences an indebtedness incurred for a business or commercial purpose, and Mortgagor waives any homestead and other exemptions from seizure with regard to the Collateral to which Mortgagor may be entitled under the laws of the State of Louisiana.

7.35 **Waivers of Certificates.** The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, assignment of accounts receivable and other certificates and relieve and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

7.36 **No Paraph.** For purposes of Louisiana Revised Statutes 9:5169 and other applicable law, Mortgagor declares that none of the Obligations secured by this Mortgage have been “paraphed” for identification with this Mortgage.

7.37 **Taxpayer Identification Number.** Mortgagor does hereby represent, warrant and covenant to and with Mortgagee, its successors and assigns, that Mortgagor’s federal taxpayer identification number is correctly listed on the first page of this Mortgage. Mortgagor shall give Mortgagee thirty (30) days (or such shorter period as may be agreed by Mortgagee) notice prior to any change in Mortgagor’s taxpayer identification number by Mortgagor and shall give Mortgagee notice of any change in Mortgagor’s taxpayer identification number that is not made by Mortgagor within thirty (30) days after such change. In the event of any change whatsoever in Mortgagor’s taxpayer identification number, Mortgagor will execute, authorize and file any new UCC financing statements or any other documents that are necessary or desirable to preserve and continue Mortgagee’s security interest under this Mortgage within thirty (30) days after request by Mortgagee.

7.38 **Mineral Mortgage.** This Mortgage is granted in accordance with Article 3168 *et seq.* of the Louisiana Civil Code and LAS. RS. 31:203 *et seq.*

7.39 **Exculpation Provisions.** Each of the parties hereto specifically agrees that it has a duty to read this Mortgage; and agrees that it is charged with notice and knowledge of the terms of this Mortgage; that it has in fact read this Mortgage and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Mortgage; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of



this Mortgage; and has received the advice of its attorney in entering into this Mortgage; and that it recognizes that certain of the terms of this Mortgage result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Mortgage on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."

7.40 **Collateral Agent.** Ankura Trust Company, LLC has or will be appointed as Mortgagee and Collateral Agent for the Secured Parties hereunder. It is expressly understood and agreed by Mortgagor that any authority conferred upon Mortgagee and the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Collateral Agent pursuant to the Credit Agreement and the Hedge Intercreditor Agreement, and that Mortgagee and the Collateral Agent have agreed to act (and any successor Mortgagee and Collateral Agent shall act) as such hereunder only on the express conditions contained in the Credit Agreement and the Hedge Intercreditor Agreement. Any successor Collateral Agent appointed pursuant to the Credit Agreement or the Hedge Intercreditor Agreement shall be entitled to all the rights, interests and benefits of Mortgagee and the Collateral Agent hereunder. In the performance of any obligations set forth herein, Mortgagee shall be entitled to all of the rights, benefits, protections, indemnities and immunities afforded to it under the Secured Transaction Documents.

7.41 **Hedge Intercreditor Agreement.** Notwithstanding anything herein to the contrary, this Mortgage and the exercise of any right or remedy hereunder are subject to the provisions of the Hedge Intercreditor Agreement (if applicable) and, further, to the extent any provision herein contained shall be inconsistent with any provision contained in the Hedge Intercreditor Agreement, the provisions of the Collateral Agency Agreement shall prevail.

**THIS WRITTEN AGREEMENT AND THE SECURED TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

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



THUS DONE AND PASSED, on the date initially set forth above to be effective as of the Effective Date, before me the undersigned Notary Public, qualified in said State and County above written, and in the presence of the undersigned competent witnesses, with Mortgagor and me, the said Notary Public, after due reading the of the whole.

**MORTGAGOR:**

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

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

Name: Nealesh D. Shah  
Title: Vice President

**WITNESSES:**

\_\_\_\_\_  
Printed Name: Abby Stisher

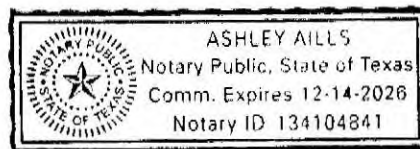
\_\_\_\_\_  
Printed Name: Meg Gorman

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

Printed name of Notary Public: Ashley Aills

Notary Identification No. or Bar Roll No.: 134104841

My Commission expires: 12-14-26



**EXHIBIT A**  
**TO**  
**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND**  
**SECURITY AGREEMENT**

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

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

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

Schedule I – Leasehold Interests  
Schedule II – Wells

## Schedule I

### LEASES

#### BARATARIA - MISSISSIPPI CANYON 521

#### RECORD TITLE INTEREST

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

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

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

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

Right-of-Way OCS-G 29341

Working Interest
------------------

100.00000%

#### Agreements and Instruments:

1. Deepwater Operating Agreement dated effective January 1, 2015, between Deep Gulf Energy III, LLC, Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC and Ridgewood Barataria, LLC, as amended.

## Schedule I

### LEASES

#### GLADDEN - MISSISSIPPI CANYON BLOCK 800

#### RECORD TITLE INTEREST

Parish/County:                      Plaquemines Parish, Louisiana

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

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

<u>WI</u>	<u>NRI with Royalty</u> <u>Relief</u>	<u>NRI - No Royalty</u> <u>Relief</u>
<u>20.00%</u>	<u>19.60%</u>	<u>17.10%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement effective January 23, 2007, between Newfield, Exploration Company as Operator and Deep Gulf Energy, LP and ATP Oil & Gas Corporation as Non-Operators, as amended.



## Schedule I

### LEASES

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

##### OPERATING RIGHTS INTEREST

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

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

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

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

<u>WI</u>	<u>NRI</u>
<u>34.9624100%</u>	<u>27.6874790%</u>

Right-of-Way OCS-G 29236

Working Interest
<u>100.00000%</u>

##### Agreements and Instruments:

1. Operating Agreement dated effective September 1, 2007, between BP Exploration & Production Inc., Marubeni Oil & Gas (USA) Inc. and Dominion Exploration & Production Inc., as amended.
2. Unit Operating Agreement for MC 727 Unit dated effective February 1, 2013, between Deep Gulf Energy II, LLC, Eni Petroleum US LLC and Marubeni Oil & Gas (USA) Inc., as amended.

## Schedule I

### LEASES

#### MARMALARD - MISSISSIPPI CANYON BLOCK 255 / 300

##### RECORD TITLE INTEREST

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

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

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

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

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

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

OCS-G 22868, effective (not stated on lease treated as June 1, 2001), by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 300, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

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

<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>9.4228710%</u>

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

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>9.0696640%</u>

## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Operating Agreement effective June 18, 2008, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC and Deep Gulf Energy II, LLC.
2. Unit Operating Agreement dated February 1, 2012, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore LLC, Stephens Production Company, LLC, Ridgewood Energy Corporations, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC, ILX Prospective Leases, LLC and Crux1, LLC, as amended.

## **Schedule I**

### **LEASES**

#### **NOONAN – DANNY I GARDEN BANKS BLOCK 506**

#### **RECORD TITLE INTEREST**

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

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

Danny I - Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>30.0000000%</u>	<u>26.2500000%</u>

#### **Agreements and Instruments:**

1. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering GB 463, 506, 507 506.
2. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering EC 371 (S/2) and EC 381.
3. Offshore Operating Agreement dated effective November 1, 2010, between Deep Gulf Energy, LP, Deep Gulf Energy II, LLC and Energy Resource Technology GOM, Inc.



## Schedule I

### LEASES

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

##### RECORD TITLE INTEREST

Parish/County:           Plaquemines Parish, Louisiana  
                                  Lafourche Parish, Louisiana  
                                  Baldwin County, Alabama  
                                  Mobile County, Alabama  
                                  Jackson County, Mississippi

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

Working and Net Revenue Interest
----------------------------------

<u>WI</u>	<u>NRI</u>
<u>61.057020%</u>	<u>47.013905%</u>

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

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

<u>WI</u>	<u>NRI</u>
<u>54.8750000%</u>	<u>42.2537500%</u>

Right-of-Way OCS-G 29336

Working Interest
------------------

100.0000000%

## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Joint Operating Agreement Odd Job Prospect effective July 1, 2002, between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC covering MC 213, 214 & 215, as amended.
2. Odd Job Unit Operating Agreement effective March 1, 2013, between Eni US Operating Co. Inc., Eni Petroleum US LLC and Deep Gulf Energy II, LLC, as amended.
3. Odd Job Prospect Unit Operating Agreement effective March 2, 2013 between Eni Petroleum US LLC, Ecopetrol America Inc., Calypso Exploration, LLC and Deep Gulf Energy II, LLC, as amended

## Schedule I

### LEASES

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

##### RECORD TITLE INTEREST

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

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

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

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

##### Agreements and Instruments:

1. Unit Operating Agreement dated effective January 1, 2009, between Noble Energy, Inc., BP Exploration & Production Inc., Red Willow Offshore, LLC and HE&D Offshore, L.P., as amended.
2. Offshore Operating Agreement dated October 10, 2014, between Deep Gulf Energy III, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures I, LLC, Ridgewood South Santa Cruz, LLC and ILX Prospect South Santa Cruz, LLC, as amended

## Schedule I

### LEASES

#### SOB II - MISSISSIPPI CANYON BLOCK 431

#### RECORD TITLE INTEREST

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

OCS-G 22877, effective June 1, 2001, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 431, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interests
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Before 10% IRR is Reached
---------------------------

<u>WI</u>	<u>NRI</u>
<u>11.8231100%</u>	<u>9.1849220%</u>

After 10% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985825%</u>	<u>8.8529415%</u>

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

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

#### Agreements and Instruments:

1. Unit Operating Agreement effective April 1, 2011, between LLOG Exploration Offshore, L.L.C., HE&D Offshore, L.P., Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC and Deep Gulf Energy II, LLC, as amended.
2. Operating Agreement effective August 12, 2018, between LLOG Exploration Offshore, LLC, Calypso Exploration, LLC, Crux1, LLC, Kosmos Energy Gulf of Mexico Operations, LLC, Ridgewood Energy Corporation, ILX Prospect Driller, LLC and Houston Energy Deepwater Ventures II, LLC.



## Schedule I

### LEASES

#### TORNADO - GREEN CANYON BLOCK 281

#### OPERATING RIGHTS INTEREST

Parish/County: Terrebonne Parish, Louisiana

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

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>35.00000%</u>	<u>24.93750%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement dated effective September 30, 2007, between Energy Resource Technology GOM, Inc., and Sojitz GOM Deepwater, Inc., as amended.

## Schedule I

### LEASES

#### WINTERFELL – GREEN CANYON BLOCKS 943 / 944 / 987 / 988

##### RECORD TITLE INTEREST

Parish/County: Terrebonne, Louisiana  
Lafourche Parish, Louisiana

OCS-G 36060, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36061, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36309, dated effective as of June 1, 2018, by and between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC and LLOG Bluewater Holdings, L.L.C. Lessees, covering all of Block 987, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.242026%</u>

OCS-G 35417, dated effective as of June 1, 2014, by and between the United States of America, as Lessor, and Houston Energy, L.P. and Red Willow Offshore, LLC as Lessees, covering all of Block 988, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.502647%</u>

## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Operating Agreement effective November 1, 2019, between BOE Exploration & Production LLC, Beacon Offshore Energy Exploration LLC, Red Willow Offshore, LLC and Houston Energy, L.P., as amended.

## Schedule I

### LEASES

#### GETTYSBURG – DE SOTO CANYON BLOCKS 398 / 399

##### RECORD TITLE INTEREST

Parish/County:       Plaquemines Parish, Louisiana

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

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

<u>WI</u>	<u>NRI</u>
<u>25.00000000%</u>	<u>19.31250000%</u>

OCS-G 37782 dated effective as of April 1, 2024, by and between the United States of America, as Lessor, and Shell Offshore Inc. as Lessee, covering all of Block 399, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

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

<u>WI</u>	<u>NRI</u>
<u>25.00000000%</u>	<u>20.14583000%</u>

##### Agreements and Instruments:

1. Operating Agreement effective January 28, 2025, between Shell Offshore Inc. and Kosmos Energy Gulf of Mexico Operations, LLC.

## Schedule I

### LEASES

#### TIBERIUS – KEATHLEY CANYON 964

##### RECORD TITLE INTEREST

Parish/County: St. Mary Parish, Louisiana  
Iberia Parish, Louisiana  
Vermilion Parish, Louisiana

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

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>50.00000000%</u>	<u>40.1251500%</u>

Proposed Right-of-Way OCS-G 29566

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

Proposed Right-of-Way OCS-G 29763

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

##### Agreements and Instruments:

1. Joint Operating Agreement effective August 1, 2022, between Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC, as amended.



**Schedule II**

**WELLS**

<b>Prospect</b>	<b>Block</b>	<b>Lease Number</b>	<b>Well Name/Number</b>	<b>API #</b>	<b>Working Interest</b>	<b>Net Revenue Interest</b>	<b>Net Revenue Interest w/ Royalty Relief</b>	<b>Net Revenue Interest w/o Royalty Relief</b>
Barataria	Mississippi Canyon 521	OCS-G 34441	SS001	608174131300	22.500000%	15.738750%	NA	NA
Gladden	Mississippi Canyon 800	OCS-G 18292	SS001; SS002	608174112701 608174140600	20.000000%	NA	19.600000%	17.100000%
Kodiak	Mississippi Canyon 771	OCS-G 24107	SS002; SS003	608174141900 608174129200	34.962410%	27.687479%	NA	NA
Marmalard	Mississippi Canyon 255	OCS-G 24064	SS001; SS002; SS003; SS003-ST	608174125800 608174130500 608174148900 608174148901	11.398583%	8.852942%	NA	NA
Marmalard	Mississippi Canyon 300	OCS-G 22868	SS001; SS002	608174120600 608174129500	11.398583%	9.422871%	NA	NA
Noonan - Danny I	Garden Banks 506	OCS-G 26664	002	608074028601	30.000000%	26.250000%	NA	NA
Odd Job	Mississippi Canyon 214	OCS-G 24059	002	608174138001	61.057020%	47.013905%	NA	NA
Odd Job	Mississippi Canyon 215	OCS-G 24060	SS001; SS002	608174129101 608174137600	54.875000%	42.253750%	NA	NA
SOB2	Mississippi Canyon 431	OCS-G 22877	SS002	608174120301	11.823110%	NA	10.277764%	9.184922%
South Santa Cruz	Mississippi Canyon 563	OCS-G 21176	SS001	608174130000	40.500000%	NA	33.210000%	28.147500%
Tiberius	Keathley Canyon 964	OCS-G 36694	004; ST00BP01	608084007400 608084007401	50.000000%	40.125150%	NA	NA
Tornado	Green Canyon 281	OCS-G 33242	SS001, SS002, SS003	608114065701 608114069101 60811407801	35.000000%	24.937500%	NA	NA
Winterfell	Green Canyon 943	OCS-G 36060	WA002	608114075301	25.04375%	19.323483%	NA	NA
Winterfell	Green Canyon 944	OCS-G 36061	WA001, WA003, WB001	608114074301 608114077701 608114079001	25.04375%	19.323483%	NA	NA

**EXHIBIT B**  
**TO**  
**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND**  
**SECURITY AGREEMENT**

WRITTEN CONSENT OF THE SOLE MEMBER  
OF  
KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC

September 24, 2025

The undersigned, being the sole member (the "Sole Member") of KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC, a Delaware limited liability company (the "Company"), hereby adopt the following resolutions by written consent in lieu of a meeting, pursuant to Sections 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 *et seq.* the following resolutions.

CREDIT AGREEMENT RESOLUTIONS

Reference is made to that certain Senior Secured Term Loan Credit Agreement (the "Credit Agreement"; all capitalized terms used but not defined under the heading "Credit Agreement Resolutions" shall have the meanings ascribed to such terms in the Credit Agreement), among the Company, as borrower (in such capacity, the "Borrower"), KOSMOS ENERGY GOM HOLDINGS, LLC, a Delaware limited liability company ("GOM Holdings"), KOSMOS ENERGY GULF OF MEXICO, LLC, a Delaware limited liability company ("Holdings"), KOSMOS ENERGY GULF OF MEXICO MANAGEMENT, LLC, a Delaware limited liability company ("GOM Management" and together with GOM Holdings and Holdings, each a "Guarantor" and collectively, the "Guarantors"), each Lender from time to time party thereto (collectively, the "Lenders" and each individually, a "Lender"), and Ankura Trust Company, LLC, a New Hampshire limited liability company as term loan collateral agent and administrative agent (in such capacities, collectively, the "Agent").

NOW, THEREFORE, BE IT

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

RESOLVED: That (i) the Fee Letter (the "Fee Letter"), by and among the Borrower and the Agent, (ii) the Term Loan Security Agreement (the "Security Agreement"), by and among the Company, the Guarantors and the Agent, (iii) the Effective Date Term Loan Notes and the Delayed Draw Term Loan Notes (collectively, the "Notes"), from the Borrower in favor of each of the Lenders requesting a Note, (iv) those certain Mortgages, Assignments of Production, Security Agreements, Fixture Filings and Financing Statements dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower located in the State of Alabama (the "AL Mortgages"), (v) those certain Multiple Indebtedness Mortgages, Assignments of Production and Security Agreements, dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower located in the State of Louisiana (the "LA Mortgages"), (vi) those certain Deeds of Trust, Assignments of Production, Security Agreements, Fixture Filings and Financing Statements dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower in the State of Mississippi (the "MS Mortgages"), (v) the Shell Hedge Agreement and (vi) the GOM Offtake Agreement between the Borrower and Shell Trading (US) Company, in each case in substantially the forms presented to the Sole Member and reviewed by the Sole Member, are hereby authorized, adopted and approved; and that the Authorized Officers be, and each of them hereby is, authorized to execute and deliver, in the name of and on behalf of the Company,

the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement with such changes, modifications and amendments thereto as may be deemed necessary or appropriate and approved by any of the Authorized Officers, the execution by any such Authorized Officer of the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement being conclusive evidence of his or her approval thereof and his or her authority hereunder.

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

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

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

RESOLVED: That in connection with the Loan Documents, the Company is authorized and directed to (i) borrow the Loans, (ii) incur the Obligations, (iii) grant security interests in, liens upon and pledges of, certain of the Company's property and assets (including equity interests owned in its subsidiaries) pursuant to the terms of the Security Agreement, the AL Mortgages, the LA Mortgages, and the MS Mortgages and any other applicable Loan Document, (iv) perform its duties and obligations under the Loan Documents, and (v) authorize the Agent, on behalf of any Lenders, as applicable, to take all such further action to maintain and perfect such liens, and to take such action as is otherwise necessary to effect the purposes of the Loan Documents and to execute and/or authorize (as applicable) any and all security agreements, collateral assignments, certificates, financing statements, including, without limitation, UCC-1 financing statements and any other documents in connection therewith.

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

RESOLVED: That the Authorized Officers of the Company be, and each of them hereby is, authorized to enter into, execute and deliver, from time to time, such amendments (including, without

limitation, amendments increasing or decreasing the amount of credit available or extending the maturity of the same), modifications, extensions, renewals, supplements, consolidations and replacements of any of the Loan Documents, in such form and with such terms as the Authorized Officer executing the same, in his or her sole discretion, shall approve, the execution by any Authorized Officer of any such amendment, modification, extension, renewal, supplement, consolidation or replacement being conclusive evidence of his or her approval thereof and his or her authority hereunder.

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

#### GENERAL RESOLUTIONS

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

RESOLVED: That the authority conferred upon the aforesaid Authorized Officers by the above resolutions shall remain in full force and effect until revocation by further resolution of the Sole Member, and any other party to whom the Transaction Documents may be delivered for processing in connection with the transactions contemplated thereby shall be conclusively entitled to rely upon the authority of such Authorized Officer and by his or her execution of any document, certificate or agreement.

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

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

[Signature page follows]



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

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

BY: KOSMOS ENERGY GULF OF MEXICO  
MANAGEMENT, LLC, AS SOLE MEMBER

By: 

Name: Nealesh D. Shah

Title: Sole Representative



Vermilion Parish Clerk of Court  
100 North State Street  
Suite 101  
Abbeville, LA 70510  
Phone (337) 898-1992



Clerk use only

**Diane Meaux Broussard**  
Clerk of Court  
Parish of Vermilion

**Instrument Number: 6669**

**Book/Index:** MOB

**Document Type:** MORTGAGE

**Recording Date:** 10/1/2025 3:34:46 PM

**Page Count:** 52 not including this page

**Intake Via:** eRecording

MOB: 6669

**Grantor 1:** KOSMOS ENERGY GULF OF MEXICO OPERATIONS LLC

**Grantee 1:** ANKURA TRUST CO LLC

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND  
SHOULD BE RETAINED WITH ANY COPIES.



*Lani DeHart*

Lani DeHart



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And Correct  
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Vermilion Parish Clerk of Court

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**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND  
SECURITY AGREEMENT**

THIS INSTRUMENT IS A MULTIPLE INDEBTEDNESS MORTGAGE.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN MINERALS OR THE LIKE (INCLUDING OIL AND GAS) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD. THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN FIXTURES. PRODUCTS OF THE COLLATERAL ALSO ARE COVERED.

FROM

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

TO

ANKURA TRUST COMPANY, LLC  
140 Sherman Street  
Fairfield, CT 06824  
(Mortgagee and Secured Party)  
September 24, 2025

\*\*\*\*\*

This instrument, prepared by Morgan, Lewis & Bockius LLP, 1000 Louisiana Street, Suite 4000, Houston, Texas 77002 (Phone: 713-890-5000) and reviewed for compliance with recording requirements by Adams & Reese LLP, Hancock Whitney Center, 701 Paydras Street, Suite 4500, New Orleans, LA 70139 (Phone: 504-585-0175), contains after-acquired property provisions and covers future advances and proceeds to the fullest extent allowed by applicable law.

ATTENTION RECORDING OFFICER: This instrument is a mortgage of both real/immovable and personal/movable property and is, among other things, a Security Agreement under the Uniform Commercial Code in effect in the State of Louisiana. This instrument creates a lien on rights in or relating to lands of Mortgagor that are described on Exhibit A attached hereto and made a part hereof and in instruments and documents described on such Exhibit A.

**RECORDED DOCUMENT SHOULD BE RETURNED TO:**

Morgan, Lewis & Bockius LLP  
1000 Louisiana Street, Suite 4000  
Houston, Texas 77002

Certified True  
And Correct  
Copy

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Vermilion Parish Clerk of Court

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Attention: Matthew D. Lea

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MULTIPLE INDEBTEDNESS MORTGAGE,  
ASSIGNMENT OF PRODUCTION AND  
SECURITY AGREEMENT

BY: KOSMOS ENERGY GULF OF  
MEXICO OPERATIONS, LLC

TO: ANKURA TRUST COMPANY, LLC

§ UNITED STATES OF AMERICA  
§  
§ THE STATE OF TEXAS  
§  
§ COUNTY OF DALLAS  
§  
§  
§  
§  
§  
§  
§

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

This MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT (this “Mortgage”) is executed to be effective as of September 24, 2025 (“Effective Date”), by Mortgagor in favor of Ankura Trust Company, LLC, a New Hampshire limited liability company with offices at 140 Sherman Street, Fairfield, CT 06824 as Collateral Agent (“Mortgagee”), for the benefit of the Secured Parties.

A. Mortgagor is party to that certain Senior Secured Term Loan Credit Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Mortgagor, as the borrower, the other Loan Parties party thereto, Mortgagee, as term loan collateral agent and administrative agent, and the lenders from time to time party thereto (the “Lenders”), pursuant to which the Lenders have agreed to make loans and other extensions of credit to Mortgagor for the purposes set forth therein.



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B. The Mortgagor and/or certain other Loan Parties have entered, or may enter, into certain agreements regarding Secured Hedge Agreements and the GOM Offtake Agreement (collectively, the "Secured Ancillary Documents").

C. Mortgagee, the Hedge Providers (as defined in the Credit Agreement) party thereto, Mortgagor and/or certain other Loan Parties and the other Persons party thereto from time to time, have entered, or may enter, into a Hedge Intercreditor Agreement.

D. Mortgagor and the other Loan Parties are party to that certain Term Loan Collateral and Guarantee Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Security Agreement"). The Credit Agreement, the Secured Ancillary Documents, the Term Loan Security Agreement and the other Loan Documents are collectively referred to herein as the "Secured Transaction Documents".

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

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

## **ARTICLE I**

### **Definitions**

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

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

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

1.4 "Excluded Property" means the following:

(a) any motor vehicle and other vehicles subject to certificates of title (except to the extent that the security interest in such assets can be perfected by the filing of a UCC-1 financing statement).



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

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

(d) margin stock (within the meaning of Regulation T, Regulation U or Regulation X);

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



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Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition is no longer effective;

(f) any Excluded Account;

(g) Intellectual Property and licenses, including any "intent-to-use" Trademarks until such time as Mortgagor files an amendment to allege use or statement of use and such filing is examined and accepted by the United States Patent and Trademark Office for any such Trademarks;

(h) any Letter of Credit Rights (as defined in the UCC) (other than to the extent a Lien thereon can be perfected by filing an "all assets" UCC-1 or automatically as a supporting obligation for other collateral required to be perfected under the Loan Documents);

(i) any equipment or other asset owned by Mortgagor that is subject to a purchase money lien or a Capitalized Lease, in each case, as permitted under the Loan Documents, if the contract or other agreement in which such Lien is granted (or the documentation providing for such Capitalized Lease) prohibits or requires the consent of any Person other than Mortgagor's as a condition to the creation of any other security interest on such equipment or asset, such consent has not been obtained, and, in each case, such prohibition or requirement is permitted by the Loan Documents;

(j) those assets as to which Mortgagee shall determine (acting at the direction of the Required Lenders) that the cost or other consequence of obtaining a Lien thereon or perfection thereof are excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby;

(k) any Oil and Gas Properties that are neither related to or attributable to the Hydrocarbon Interests described on Exhibit A nor are classified as Proved Reserves, together with any Property used exclusively in connection with such excluded Oil and Gas Properties; and

(l) any Building (as defined in the applicable Flood Insurance Regulations) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulations) owned by any Loan Party,

*provided*, that in case of clauses (b) and (c) of this definition, the security interest hereunder shall attach immediately and automatically (without need for any further grant or act) at such time as the conditions described in clause (b) or (c), as applicable, preventing such attachment cease to exist and to the extent severable shall in any event, attach to all rights in respect of such Property that are not subject to the applicable conditions described in clause (b) or (c); provided, further that "Excluded Property" shall (1) not include any right to receive proceeds from the sale or other disposition of Excluded Property or any proceeds, substitutions or replacements of Excluded Property (unless such proceeds, substitutions or replacements would constitute Excluded Property).

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

1.6 "Fixture Collateral" means all of Mortgagor's interest now owned or hereafter owned in and to all Fixture Operating Equipment and all proceeds, products, renewals, increases,

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profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

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

1.8 “Hydrocarbon Interests” means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, fee interests, surface interests, mineral fee interests, overriding royalty interests and other royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature, in each case, which are expressly described on Exhibit A and all other interests of Mortgagor consisting of Proved Reserves whether now owned or hereafter acquired. Unless otherwise indicated herein, each reference to the term “Hydrocarbon Interests” shall mean Hydrocarbon Interests of Mortgagor.

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

1.10 “Obligations” means all obligations (whether now existing or hereafter arising, absolute or contingent, joint, several, or independent) of every nature of each Loan Party from time to time owed to any Agent (including former Agents) or any Lender from time to time outstanding under the Credit Agreement and under the other Loan Documents or otherwise under any Loan, Secured Ancillary Document, including, without limitation, all principal and all interest, fees, premium, expenses, Erroneous Payment Subrogation Rights, and other charges accrued or accruing (or which would, absent commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto, accrue) on or after the commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto at the rate provided for herein or the relevant Loan Document, whether or not such interest, fees, premium, expenses or other charges are allowed or allowable in any such bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto.

1.11 “Oil and Gas Property” or “Oil and Gas Properties” means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved in and to the Hydrocarbon Interests, including all oil in tanks, and all rents, issues, profits,



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proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests; and (g) all Properties, rights, titles, interests and estates described or referred to above, including any and all tangible Property, real or personal, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells, all permanently abandoned and inactive wells, dry holes or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, pipelines, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise indicated herein, each reference to the term "Oil and Gas Properties" shall mean Oil and Gas Properties of Mortgagor.

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

1.13 "Personalty Collateral" means all of Mortgagor's interest now owned or hereafter acquired in and to all Operating Equipment, all Hydrocarbons severed and extracted from or attributable to the Oil and Gas Properties, including oil in tanks and all other "as-extracted" collateral from or attributable to the Oil and Gas Properties, general intangibles attributable to or specifically held in inventory for use on the Oil and Gas Properties and all accounts (including accounts resulting from the sale of Hydrocarbons at the wellhead), contract rights, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with the sale or other disposition of any Hydrocarbons or otherwise, including all Liens securing the same, all accounts, contract rights and general intangibles attributable to or related to the Oil and Gas Properties and now existing or hereafter acquired, regardless of whether any of the foregoing is in connection with or resulting from any of the foregoing, including all Liens securing the same, all Contracts, all personal property located



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on the real property described in Exhibit A, all proceeds and products of the Realty Collateral and any other contracts or agreements, all information concerning the Oil and Gas Properties and all wells located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, well files, and other books and records (including computerized records and data), any options or rights of first refusal to acquire any Realty Collateral, all As-Extracted Collateral (as defined in the UCC) located in or related to the Oil and Gas Properties, including, without limitation, all As-Extracted Collateral relating to the Hydrocarbon Interests and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

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

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

1.16 “Security Termination” means such time at which a Repayment Event shall have occurred.

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



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**ARTICLE II**  
**Creation of Security**

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

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

Subject, however, to the condition that Mortgagee shall not be liable in any respect for the performance of any covenant or obligation of Mortgagor with respect to the Collateral. Any reference in Exhibit A to the name of a well shall not be construed to limit the Collateral to the well bore of such well or in the pro rata units. It is Mortgagor's intent that this Mortgage cover Mortgagor's entire interest in the lands, leases, units and other interests set forth in Exhibit A.

Notwithstanding anything contained herein to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation (hereinafter defined)) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Realty Collateral," "Fixture Collateral" or "Personalty Collateral", and no Buildings or Manufactured (Mobile) Homes are encumbered by this Mortgage. As used herein, "Flood Insurance Regulations" shall mean the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, the National Flood Insurance Reform Act of

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32 USC 4001, et seq.), as the same may be amended or recodified from time to time and the National Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

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

### ARTICLE III Assignment of Production

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

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

3.3 Mortgagee may (at the direction of the Required Lenders), elect to return any part of said funds to Mortgagor or to deposit the same to Mortgagor's account without applying it to the Obligations. Upon the occurrence and during the continuance of an Event of Default, the monthly proceeds of Mortgagor's runs actually received by Mortgagee may be held by Mortgagee and applied in the manner set forth in Section 6.02 of the Credit Agreement.

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

3.5 Mortgagee is hereby absolved from all liability, including liability for Mortgagee's negligence, for failure to enforce collection of the proceeds of runs and from all other responsibility in connection therewith except the responsibility to account to Mortgagor for funds actually received. Mortgagor agrees to indemnify and hold Mortgagee harmless against any and all



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

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

3.7 The foregoing assignment shall not cause Mortgagee to be: (a) a Mortgagee in possession; (b) responsible or liable for the control, care, management, operation or repair of the Collateral or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of any Contract or lease in the Oil and Gas Properties; (c) responsible or liable for any waste committed on the Collateral by Mortgagor under any of the Contracts or leases in the Oil and Gas Properties or by any other party; for any dangerous or defective condition of the Collateral; or for any negligence in the management, upkeep, repair or control of the Collateral resulting in loss or injury or death to any person; or (d) responsible for or impose upon Mortgagee any duty to produce Hydrocarbons, rents, profits, runs, or proceeds of runs. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (a) the exercise or failure to exercise any of the rights, remedies or powers granted to Mortgagee hereunder; or (b) the failure or refusal of Mortgagee to perform or discharge any obligation, duty or liability of Mortgagor arising under the Contracts or leases in the Oil and Gas Properties. The exclusions from liability contained herein are intended to apply to liability for Mortgagee's negligence except for gross negligence or willful misconduct, as found by a final and non-appealable judgment of a court of competent jurisdiction.

3.8 Mortgagor hereby appoints Mortgagee as its attorney-in-fact to pursue any and all rights of Mortgagor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons during the continuation of an Event of Default. In addition to the Liens granted to Mortgagee in Section 2.1, Mortgagor hereby further pledges and collaterally assigns to the Mortgagee, for the benefit of the Secured Parties, any and all such security interests, financing statements or similar interests of the Mortgagor attributable to



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its interest in the As-Extracted Collateral, any other Hydrocarbons and proceeds of runs therefrom arising under or created by any statutory provision, judicial decision or otherwise. The power of attorney granted to Mortgagee in this Section 3.8, being coupled with an interest, shall be irrevocable until the Security Termination has occurred.

3.9 Notwithstanding the foregoing, (i) until such time as an Event of Default has occurred and is continuing, but subject to the provisions of the Credit Agreement, Mortgagee hereby grants to Mortgagor a license to sell its respective Hydrocarbons and receive proceeds from the sale of such Hydrocarbons, which license shall automatically terminate upon such Event of Default and for so long as the same continues, and (ii) Mortgagee has agreed not to exercise its right to receive direct delivery of Hydrocarbons and payment of proceeds immediately but rather, each party producing, purchasing or receiving Hydrocarbons may continue to make such deliveries or payments to such Mortgagor until such time as such party has received notice from Mortgagee that an Event of Default has occurred and is continuing and that such party is directed to make delivery or payment directly to Mortgagee.

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

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

(a) *Title to Collateral.* Mortgagor has good and defensible title to the Collateral free from all Liens except for Permitted Liens.

(b) *Production Burdens, Expenses and Revenues.* Mortgagor's ownership of the Hydrocarbons and the undivided interests therein as specified in Exhibit A will, after giving full effect to the Permitted Liens and after giving full effect to any instruments or agreements affecting Mortgagor's ownership of the Hydrocarbons, afford Mortgagor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Hydrocarbons specified as net revenue interest set forth in the most recently delivered Reserve Report, and will cause Mortgagor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest as set forth in the most recently delivered Reserve Report, of the costs of drilling, developing and operating the wells identified in Exhibit A. Any fractional percentage or decimal interests specified in Exhibit A in referring to Mortgagor's interest in the Collateral are solely for the purposes of the warranties set forth above and shall in no manner limit the quantum of the interests of Mortgagor in the Collateral pledged by Mortgagor hereunder.

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



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(d) *Rentals; Leases.* All material rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Collateral have been duly paid or provided for (except for those amounts being contested by Mortgagor in good faith and for which adequate reserves have been maintained in accordance with GAAP), and all leases or subleases comprising a part of the Oil and Gas Properties are valid and subsisting, in full force and effect, and there exists no default or event or circumstance which with the giving of notice or the passage of time or both would give rise to a material default under any such lease or leases, except with respect to any such Collateral that is no longer capable of producing Hydrocarbons in economically reasonable amounts or to the extent such leases have expired in accordance with their terms.

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

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

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

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

4.3 **Operation by Third Parties.** As to any part of the Collateral which is operated by a party other than Mortgagor, until the Security Termination has occurred, Mortgagor shall at Mortgagor's own expense, use reasonable commercial efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Collateral by the working interest owners or the operator or operators of such Collateral, regardless of whether Mortgagor is the operator of the Oil and Gas Properties, except as expressly permitted by the Credit Agreement.

4.4 **Recording.** Mortgagor shall, at Mortgagor's own expense, record, register, deposit in this Mortgage and every other instrument in addition or supplement hereto, including

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applicable financing statements, in such offices and places as are necessary or appropriate, including in the state where Mortgagor is registered as a limited liability company and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a valid lien and security interest (subject in all respects to Permitted Liens) on real or immovable personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the lien and security interest created hereby in and on the Collateral. Mortgagor hereby irrevocably appoints Mortgagee as its lawful attorney-in-fact for the specific purpose of reinscribing this Mortgage from time to time in the in the public records of for each Parish where the Collateral is located or is offshore and adjacent to; nothing, however, shall require Mortgagee to reinscribe this Mortgage and the failure of Mortgagee to reinscribe shall not be grounds for any cause of action either by Mortgagor or by any subsequent holder(s) of the Obligations.

## **ARTICLE V**

### **Default**

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

## **ARTICLE VI**

### **Mortgagee's Rights**

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

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

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

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

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

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



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(b) *Judicial Proceedings.* Upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed by a suit or suits, in equity or at law for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, for the enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Louisiana or on the outer continental shelf adjacent to the State of Louisiana, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral; or without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all or any part of the Collateral to be immediately seized and sold by ordinary or executory process issued by any competent court, either with or without appraisal, and without the necessity of making demand upon Mortgagor in default, all of which are expressly waived by Mortgagor.

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

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

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**Certain Aspects of Sale.** Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the

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Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of an Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, the appointment of any successor Mortgagee hereunder and the truth and accuracy of all other matters stated therein. Mortgagor does hereby ratify and confirm all legal acts that Mortgagee may do in carrying out Mortgagee's duties and obligations under this Mortgage, and Mortgagor hereby irrevocably appoints Mortgagee to be the attorney in fact of Mortgagor and in the name and on behalf of Mortgagor, to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Mortgagee or any public officer acting under execution or by order of court, to have physically present or constructively in his possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

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

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

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

(i) *Mortgagor's Waiver of Appraisalment and Marshalling.* Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisalment, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any applicable law of the State of Louisiana, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(j) *Other Waivers.*

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as Mortgagee may elect (acting at the direction of the Required Lenders), and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or liens created by this Mortgage.

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

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



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

(l) *Specific Performance.* Mortgagee may, in addition to the foregoing remedies, or in lieu thereof, in Mortgagee's sole discretion, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained herein, or in aid of the execution or enforcement of any power herein granted.

(m) *Confession of Judgment.* Solely for purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee, for the full amount of the Obligations, whether now existing or arising hereafter, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee in the amount of all additional advances or other expenditures that Mortgagee may make on Mortgagor's behalf or otherwise pursuant to this Mortgage, together with interest thereon.

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



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

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

6.5 **Keeper.** Should any or all of the Collateral be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, ordinary process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee, or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as keeper of the Property. The designation is pursuant to LSA. RS. 9:5136 through 5140.2, inclusive, as the same may be amended, and Mortgagee shall be entitled to all the rights and benefits afforded thereunder. It is hereby agreed that the keeper shall be entitled to receive as compensation, in excess of its reasonable costs and expenses incurred in the administration or preservation of the Collateral, an amount equal to \$500.00 per hour, which shall be included as Obligations secured by this Mortgage. The designation of keeper made herein shall not be deemed to require Mortgagee to provoke the appointment of such a keeper.

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

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

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

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

**7.4 Termination.** If Security Termination has occurred, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the written request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage.

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

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7.6 **Security Agreement.** This Mortgage shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, pledge, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. **SUBJECT TO SUBSECTION (4) OF SECTION 9-301 OF THE LOUISIANA UNIFORM COMMERCIAL CODE-SECURED TRANSACTIONS (LSA. R.S. 10:9-301(4)), AS AMENDED, MODIFIED OR SUCCEDED, THIS MORTGAGE IS INTENDED TO COVER ALL PERSONALTY COLLATERAL INCLUDING MORTGAGOR'S INTEREST IN ALL HYDROCARBONS AS AND AFTER THEY ARE EXTRACTED AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF AT THE WELLHEAD.** This Mortgage shall be filed in the real estate (mortgage and conveyance) records or other appropriate records of the parish or parishes in the state in which any part of the Realty Collateral and Fixture Collateral is located as well as the Uniform Commercial Code records or other appropriate office of the state in which any Collateral is located. Mortgagee hereby is authorized to file financing statements covering the Personalty Collateral, including all Hydrocarbons sold at the wellhead, and Fixture Collateral, which financing statements may be filed in the Uniform Commercial Code records or other appropriate office of the parish or state in which any of the Collateral is located or is adjacent to such parish or state or in any other location permitted or required to perfect Mortgagee's security interest under the Uniform Commercial Code. In addition, Mortgagor hereby irrevocably authorizes Mortgagee and any affiliate, employee or agent thereof, at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statement or document and amendments thereto, without the signature of Mortgagor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Mortgage.

7.7 **Declaration of Fact.** Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-508, where applicable. Mortgagor specifically agrees that such an affidavit by a representative of Mortgagee as to the existence, amount, terms and maturity of the Obligations and of a default thereunder shall constitute authentic evidence of such facts for the purpose of executory process.

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

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



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

7.11 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee (acting at the direction of the Required Lenders), be waived, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

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

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

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

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

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

With a copy to: O'Melveny & Myers LLP  
2801 N. Harwood Street, Suite 1600  
Dallas, Texas 75201  
Attention: Jason A. Schumacher  
Telephone: (972) 360-1942



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Email address: jschumacher@omm.com

Mortgagee: Ankura Trust Company, LLC  
140 Sherman Street  
Fairfield, CT 06824  
Attn: Krista Gulalo  
Email: krista.gulalo@ankura.com

With a copy to: Cahill Gordon & Reindel LLP  
32 Old Slip  
New York, NY 10005  
Attention: Jordan Wishnew  
Telephone: (212) 701-3450  
Email address: JWishnew@cahill.com

7.16 **Condemnation.** All awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee hereby is authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may at the option of Mortgagee (acting at the direction of the Required Lenders), be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

7.17 **Successors and Assigns.**

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

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

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

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

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

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

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

7.23 **Alienation; Pact de Non Alienando.** The Collateral is to remain specially mortgaged, affected and hypothecated unto and in favor of Mortgagee and in favor of any and all future holder or holders of the Obligations until the full and final payment of all Obligations secured hereby, and Mortgagor is herein and hereby bound and obligated not to sell, alienate, mortgage or encumber the Collateral, or any part thereof, to the prejudice of this act, and not to permit or suffer the same to be so sold, alienated, deteriorated or encumbered.

7.24 **Certain Louisiana References.** Each reference to a "lien" will include a reference to a "privilege," "mortgage," "collateral assignment pledge," and/or "security interest," as appropriate. Each reference to an "easement" or "easements" will include a reference to a "servitude" and "servitudes." Each reference to a parish will include a reference to a Louisiana parish. The terms "land," "real property," and "real estate" will mean "immovable property" as that term is used in the Louisiana Civil Code. The term "personal property" will mean "movable property" as that term is used in the Louisiana Civil Code. The term "intangible" will mean "intangible" as that term is used in the Louisiana Civil Code. Reference to "receiver" shall be



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deemed to be a keeper appointed by Mortgagee as provided herein. The term "fee estate" or "fee simple title" will mean "full ownership interest" as that term is used in the Louisiana Civil Code. The term "condemnation" will include "expropriation" as that term is used in Louisiana law. The term "conveyance in lieu of foreclosure" or "action in lieu thereof" will mean "giving in payment" as that term is used in the Louisiana Civil Code. The term "joint and several" will mean "solidary" as that term is used in the Louisiana Civil Code.

7.25 **Novation**. The Obligations secured by this Mortgage will continue with respect to any new obligation arising from any novation (subjective or objective) of the extinguished obligation as permitted by Louisiana Civil Code Article 1884, as well as to any other renewals, refinancings, modifications, amendments, revisions or extensions of the Obligations.

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

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

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

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

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

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7.31 **Insurance Proceeds.** Mortgagor collaterally assigns and pledges to Mortgagee the right to receive all proceeds of any insurance policies insuring against loss or damage to the Collateral in accordance with the provisions of Louisiana Revised Statutes 9:5386.

7.32 **Future Advances.** This Mortgage has been executed by Mortgagor pursuant to Louisiana Civil Code articles 3298, et seq., Louisiana Civil Code Articles 3141-3175, Louisiana Revised Statutes 9:5386-5389, the UCC, and other applicable laws, for the purpose of securing the Obligations that may now be existing and/or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law.

7.33 **Power of Attorney.** To the extent applicable, any powers of attorney and similar grants of authority given by Mortgagor to Mortgagee in this Mortgage shall be deemed given pursuant to the provisions of La. R.S. § 9:5388.

7.34 **Business Purpose and Waiver of Homestead.** Mortgagor represents that the Credit Agreement evidences an indebtedness incurred for a business or commercial purpose, and Mortgagor waives any homestead and other exemptions from seizure with regard to the Collateral to which Mortgagor may be entitled under the laws of the State of Louisiana.

7.35 **Waivers of Certificates.** The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, assignment of accounts receivable and other certificates and relieve and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

7.36 **No Paraph.** For purposes of Louisiana Revised Statutes 9:5169 and other applicable law, Mortgagor declares that none of the Obligations secured by this Mortgage have been "paraphed" for identification with this Mortgage.

7.37 **Taxpayer Identification Number.** Mortgagor does hereby represent, warrant and covenant to and with Mortgagee, its successors and assigns, that Mortgagor's federal taxpayer identification number is correctly listed on the first page of this Mortgage. Mortgagor shall give Mortgagee thirty (30) days (or such shorter period as may be agreed by Mortgagee) notice prior to any change in Mortgagor's taxpayer identification number by Mortgagor and shall give Mortgagee notice of any change in Mortgagor's taxpayer identification number that is not made by Mortgagor within thirty (30) days after such change. In the event of any change whatsoever in Mortgagor's taxpayer identification number, Mortgagor will execute, authorize and file any new UCC financing statements or any other documents that are necessary or desirable to preserve and continue Mortgagee's security interest under this Mortgage within thirty (30) days after request by Mortgagee.

7.38 **Mineral Mortgage.** This Mortgage is granted in accordance with Article 3168 *et seq.* of the Louisiana Civil Code and LAS. RS. 31:203 *et seq.*

7.39 **Exculpation Provisions.** Each of the parties hereto specifically agrees that it has a duty to read this Mortgage; and agrees that it is charged with notice and knowledge of the terms of this Mortgage; that it has in fact read this Mortgage and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Mortgage; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of this Mortgage.

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this Mortgage; and has received the advice of its attorney in entering into this Mortgage; and that it recognizes that certain of the terms of this Mortgage result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Mortgage on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."

7.40 **Collateral Agent.** Ankura Trust Company, LLC has or will be appointed as Mortgagee and Collateral Agent for the Secured Parties hereunder. It is expressly understood and agreed by Mortgagor that any authority conferred upon Mortgagee and the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Collateral Agent pursuant to the Credit Agreement and the Hedge Intercreditor Agreement, and that Mortgagee and the Collateral Agent have agreed to act (and any successor Mortgagee and Collateral Agent shall act) as such hereunder only on the express conditions contained in the Credit Agreement and the Hedge Intercreditor Agreement. Any successor Collateral Agent appointed pursuant to the Credit Agreement or the Hedge Intercreditor Agreement shall be entitled to all the rights, interests and benefits of Mortgagee and the Collateral Agent hereunder. In the performance of any obligations set forth herein, Mortgagee shall be entitled to all of the rights, benefits, protections, indemnities and immunities afforded to it under the Secured Transaction Documents.

7.41 **Hedge Intercreditor Agreement.** Notwithstanding anything herein to the contrary, this Mortgage and the exercise of any right or remedy hereunder are subject to the provisions of the Hedge Intercreditor Agreement (if applicable) and, further, to the extent any provision herein contained shall be inconsistent with any provision contained in the Hedge Intercreditor Agreement, the provisions of the Collateral Agency Agreement shall prevail.

**THIS WRITTEN AGREEMENT AND THE SECURED TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

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THUS DONE AND PASSED, on the date initially set forth above to be effective as of the Effective Date, before me the undersigned Notary Public, qualified in said State and County above written, and in the presence of the undersigned competent witnesses, with Mortgagor and me, the said Notary Public, after due reading the of the whole.

**MORTGAGOR:**

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

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

Name: Nealesh D. Shah  
Title: Vice President

WITNESSES:

\_\_\_\_\_  
Printed Name: Abby Stisher

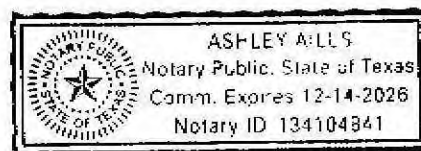
\_\_\_\_\_  
Printed Name: Meg Gorman

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

Printed name of Notary Public: Ashley Aills

Notary Identification No. or Bar Roll No.: 134104841

My Commission expires: 12-14-26



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**EXHIBIT A**  
**TO**  
**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND**  
**SECURITY AGREEMENT**

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

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

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

Schedule I – Leasehold Interests  
Schedule II – Wells



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## Schedule I

### LEASES

#### BARATARIA - MISSISSIPPI CANYON 521

#### RECORD TITLE INTEREST

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

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

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

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

Right-of-Way OCS-G 29341

Working Interest <u>100.00000%</u>
---------------------------------------

#### Agreements and Instruments:

1. Deepwater Operating Agreement dated effective January 1, 2015, between Deep Gulf Energy III, LLC, Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC and Ridgewood Barataria, LLC, as amended.

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## Schedule I

### LEASES

#### GLADDEN - MISSISSIPPI CANYON BLOCK 800

#### RECORD TITLE INTEREST

Parish/County:                      Plaquemines Parish, Louisiana

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

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

<u>WI</u>	<u>NRI with Royalty</u> <u>Relief</u>	<u>NRI - No Royalty</u> <u>Relief</u>
<u>20.00%</u>	<u>19.60%</u>	<u>17.10%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement effective January 23, 2007, between Newfield, Exploration Company as Operator and Deep Gulf Energy, LP and ATP Oil & Gas Corporation as Non-Operators, as amended.

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## Schedule I

### LEASES

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

#### OPERATING RIGHTS INTEREST

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

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

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

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

<u>WI</u>	<u>NRI</u>
<u>34.9624100%</u>	<u>27.6874790%</u>

Right-of-Way OCS-G 29236

Working Interest

100.000000%

#### Agreements and Instruments:

1. Operating Agreement dated effective September 1, 2007, between BP Exploration & Production Inc., Marubeni Oil & Gas (USA) Inc. and Dominion Exploration & Production Inc., as amended.
2. Unit Operating Agreement for MC 727 Unit dated effective February 1, 2013, between Deep Gulf Energy II, LLC, Eni Petroleum US LLC and Marubeni Oil & Gas (USA) Inc., as amended.

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## Schedule I

### LEASES

#### MARMALARD - MISSISSIPPI CANYON BLOCK 255 / 300

##### RECORD TITLE INTEREST

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

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

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

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

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

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

OCS-G 22868, effective (not stated on lease treated as June 1, 2001), by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 300, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

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

<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>9.4228710%</u>

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

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>9.0696640%</u>

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## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Operating Agreement effective June 18, 2008, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC and Deep Gulf Energy II, LLC.
2. Unit Operating Agreement dated February 1, 2012, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore LLC, Stephens Production Company, LLC, Ridgewood Energy Corporations, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC, ILX Prospective Leases, LLC and Crux1, LLC, as amended.

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## Schedule I

### LEASES

#### NOONAN – DANNY I GARDEN BANKS BLOCK 506

#### RECORD TITLE INTEREST

Parish/County: Cameron Parish, Louisiana  
Vermilion Parish, Louisiana

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

Danny I - Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>30.0000000%</u>	<u>26.2500000%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering GB 463, 506, 507 506.
2. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering EC 371 (S/2) and EC 381.
3. Offshore Operating Agreement dated effective November 1, 2010, between Deep Gulf Energy, LP, Deep Gulf Energy II, LLC and Energy Resource Technology GOM, Inc.

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## Schedule I

### LEASES

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

#### RECORD TITLE INTEREST

Parish/County:           Plaquemines Parish, Louisiana  
                                  Lafourche Parish, Louisiana  
                                  Baldwin County, Alabama  
                                  Mobile County, Alabama  
                                  Jackson County, Mississippi

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

Working and Net Revenue Interest
----------------------------------

<u>WI</u>	<u>NRI</u>
<u>61.057020%</u>	<u>47.013905%</u>

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

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

<u>WI</u>	<u>NRI</u>
<u>54.8750000%</u>	<u>42.2537500%</u>

Right-of-Way OCS-G 29336

Working Interest
------------------

100.0000000%



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## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Joint Operating Agreement Odd Job Prospect effective July 1, 2002, between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC covering MC 213, 214 & 215, as amended.
2. Odd Job Unit Operating Agreement effective March 1, 2013, between Eni US Operating Co. Inc., Eni Petroleum US LLC and Deep Gulf Energy II, LLC, as amended.
3. Odd Job Prospect Unit Operating Agreement effective March 2, 2013 between Eni Petroleum US LLC, Ecopetrol America Inc., Calypso Exploration, LLC and Deep Gulf Energy II, LLC, as amended

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## Schedule I

### LEASES

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

#### RECORD TITLE INTEREST

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

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

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

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

#### Agreements and Instruments:

1. Unit Operating Agreement dated effective January 1, 2009, between Noble Energy, Inc., BP Exploration & Production Inc., Red Willow Offshore, LLC and HE&D Offshore, L.P., as amended.
2. Offshore Operating Agreement dated October 10, 2014, between Deep Gulf Energy III, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures I, LLC, Ridgewood South Santa Cruz, LLC and ILX Prospect South Santa Cruz, LLC, as amended

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## Schedule I

### LEASES

#### SOB II - MISSISSIPPI CANYON BLOCK 431

#### RECORD TITLE INTEREST

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

OCS-G 22877, effective June 1, 2001, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 431, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

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

Before 10% IRR is Reached
---------------------------

<u>WI</u>	<u>NRI</u>
<u>11.8231100%</u>	<u>9.1849220%</u>

After 10% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985825%</u>	<u>8.8529415%</u>

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

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

#### Agreements and Instruments:

1. Unit Operating Agreement effective April 1, 2011, between LLOG Exploration Offshore, L.L.C., HE&D Offshore, L.P., Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Driller, LLC and Deep Gulf Energy II, LLC, as amended.
2. Operating Agreement effective August 12, 2018, between LLOG Exploration Offshore, LLC, Calypso Exploration, LLC, Crux1, LLC, Kosmos Energy Gulf of Mexico Operations, LLC, Ridgewood Energy Corporation, ILX Prospect Driller, LLC and Houston Energy Deepwater Ventures II, LLC.



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## Schedule I

### LEASES

#### TORNADO - GREEN CANYON BLOCK 281

#### OPERATING RIGHTS INTEREST

Parish/County: Terrebonne Parish, Louisiana

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

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>35.00000%</u>	<u>24.93750%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement dated effective September 30, 2007, between Energy Resource Technology GOM, Inc., and Sojitz GOM Deepwater, Inc., as amended.

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## Schedule I

### LEASES

#### WINTERFELL – GREEN CANYON BLOCKS 943 / 944 / 987 / 988

##### RECORD TITLE INTEREST

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

OCS-G 36060, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36061, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36309, dated effective as of June 1, 2018, by and between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC and LLOG Bluewater Holdings, L.L.C. Lessees, covering all of Block 987, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.242026%</u>

OCS-G 35417, dated effective as of June 1, 2014, by and between the United States of America, as Lessor, and Houston Energy, L.P. and Red Willow Offshore, LLC as Lessees, covering all of Block 988, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.502647%</u>

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## Schedule I

### LEASES

#### Agreements and Instruments:

1. Operating Agreement effective November 1, 2019, between BOE Exploration & Production LLC, Beacon Offshore Energy Exploration LLC, Red Willow Offshore, LLC and Houston Energy, L.P., as amended.

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## Schedule I

### LEASES

#### GETTYSBURG – DE SOTO CANYON BLOCKS 398 / 399

#### RECORD TITLE INTEREST

Parish/County:      Plaquemines Parish, Louisiana

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

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

<u>WI</u>	<u>NRI</u>
<u>25.0000000%</u>	<u>19.3125000%</u>

OCS-G 37782 dated effective as of April 1, 2024, by and between the United States of America, as Lessor, and Shell Offshore Inc. as Lessee, covering all of Block 399, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

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

<u>WI</u>	<u>NRI</u>
<u>25.0000000%</u>	<u>20.1458300%</u>

#### Agreements and Instruments:

1. Operating Agreement effective January 28, 2025, between Shell Offshore Inc. and Kosmos Energy Gulf of Mexico Operations, LLC.

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## Schedule I

### LEASES

#### TIBERIUS – KEATHLEY CANYON 964

##### RECORD TITLE INTEREST

Parish/County: St. Mary Parish, Louisiana  
Iberia Parish, Louisiana  
Vermilion Parish, Louisiana

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

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>50.0000000%</u>	<u>40.1251500%</u>

Proposed Right-of-Way OCS-G 29566

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

Proposed Right-of-Way OCS-G 29763

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

#### Agreements and Instruments:

1. Joint Operating Agreement effective August 1, 2022, between Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC, as amended.



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WELLS

Prospect	Block	Lease Number	Well Name/Number	API #	Working Interest	Net Revenue Interest	Net Revenue Interest w/ Royalty Relief
Barataria	Mississippi Canyon 521	OCS-G 34441	SS001	608174131300	22.500000%	15.738750%	NA
Gladden	Mississippi Canyon 800	OCS-G 18292	SS001; SS002	608174112701 608174140600	20.000000%	NA	17.100000%
Kodiak	Mississippi Canyon 771	OCS-G 24107	SS002; SS003	608174141900 608174129200	34.962410%	27.687479%	NA
Marmalard	Mississippi Canyon 255	OCS-G 24064	SS001; SS002; SS003; SS003-ST	608174125800 608174130500 608174148900 608174148901	11.398583%	8.852942%	NA
Marmalard - Noonan - Danny I	Mississippi Canyon 300	OCS-G 22868	SS001; SS002	608174120600 608174129500	11.398583%	9.422871%	NA
Odd Job	Mississippi Canyon 214	OCS-G 24059	002	608174138001	61.057020%	47.013905%	NA
Odd Job	Mississippi Canyon 215	OCS-G 24060	SS001; SS002	608174129101 608174137600	54.875000%	42.253750%	NA
SOB2 South Santa Cruz	Mississippi Canyon 431	OCS-G 22877	SS002	608174120301	11.823110%	NA	9.184922%
Mississippi Canyon 563	Mississippi Canyon 563	OCS-G 21176	SS001	608174130000	40.500000%	NA	33.210000%
Tiberius	Keathley Canyon 964	OCS-G 36694	ST00BP01 004;	608084007400 608084007401	50.000000%	40.125150%	NA
Tornado	Green Canyon 281	OCS-G 33242	SS001, SS002, SS003	608114065701 608114069101 60811407801	35.000000%	24.937500%	NA
Winterfell	Green Canyon 943	OCS-G 36060	WA002	608114075301	25.04375%	19.323483%	NA
Winterfell	Green Canyon 944	OCS-G 36061	WA001, WA003, WB001	608114074301 608114077701 608114079001	25.04375%	19.323483%	NA

**EXHIBIT B**  
**TO**  
**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND**  
**SECURITY AGREEMENT**

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WRITTEN CONSENT OF THE SOLE MEMBER  
OF  
KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC

September 24, 2025

The undersigned, being the sole member (the "Sole Member") of KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC, a Delaware limited liability company (the "Company"), hereby adopt the following resolutions by written consent in lieu of a meeting, pursuant to Sections 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 *et seq.* the following resolutions.

**CREDIT AGREEMENT RESOLUTIONS**

Reference is made to that certain Senior Secured Term Loan Credit Agreement (the "Credit Agreement"; all capitalized terms used but not defined under the heading "Credit Agreement Resolutions" shall have the meanings ascribed to such terms in the Credit Agreement), among the Company, as borrower (in such capacity, the "Borrower"), KOSMOS ENERGY GOM HOLDINGS, LLC, a Delaware limited liability company ("GOM Holdings"), KOSMOS ENERGY GULF OF MEXICO, LLC, a Delaware limited liability company ("Holdings"), KOSMOS ENERGY GULF OF MEXICO MANAGEMENT, LLC, a Delaware limited liability company ("GOM Management" and together with GOM Holdings and Holdings, each a "Guarantor" and collectively, the "Guarantors"), each Lender from time to time party thereto (collectively, the "Lenders" and each individually, a "Lender"), and Ankura Trust Company, LLC, a New Hampshire limited liability company as term loan collateral agent and administrative agent (in such capacities, collectively, the "Agent").

NOW, THEREFORE, BE IT

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

**RESOLVED:** That (i) the Fee Letter (the "Fee Letter"), by and among the Borrower and the Agent, (ii) the Term Loan Security Agreement (the "Security Agreement"), by and among the Company, the Guarantors and the Agent, (iii) the Effective Date Term Loan Notes and the Delayed Draw Term Loan Notes (collectively, the "Notes"), from the Borrower in favor of each of the Lenders requesting a Note, (iv) those certain Mortgages, Assignments of Production, Security Agreements, Fixture Filings and Financing Statements dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower located in the State of Alabama (the "AL Mortgages"), (v) those certain Multiple Indebtedness Mortgages, Assignments of Production and Security Agreements, dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower located in the State of Louisiana (the "LA Mortgages"), (vi) those certain Deeds of Trust, Assignments of Production, Security Agreements, Fixture Filings and Financing Statements dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower in the State of Mississippi (the "MS Mortgages"), (v) the Shell Hedge Agreement and (vi) the GOM Offtake Agreement between the Borrower and Shell Trading (US) Company, in each case in substantially the forms presented to the Sole Member and reviewed by the Sole Member, are hereby authorized, adopted and approved; and that the Authorized Officers be, and each of them hereby is, authorized to execute and deliver, in the name of and on behalf of the Company



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the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement with such changes, modifications and amendments thereto as may be deemed necessary or appropriate and approved by any of the Authorized Officers, the execution by any such Authorized Officer of the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement being conclusive evidence of his or her approval thereof and his or her authority hereunder.

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

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

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

**RESOLVED:** That in connection with the Loan Documents, the Company is authorized and directed to (i) borrow the Loans, (ii) incur the Obligations, (iii) grant security interests in, liens upon and pledges of, certain of the Company's property and assets (including equity interests owned in its subsidiaries) pursuant to the terms of the Security Agreement, the AL Mortgages, the LA Mortgages, and the MS Mortgages and any other applicable Loan Document, (iv) perform its duties and obligations under the Loan Documents, and (v) authorize the Agent, on behalf of any Lenders, as applicable, to take all such further action to maintain and perfect such liens, and to take such action as is otherwise necessary to effect the purposes of the Loan Documents and to execute and/or authorize (as applicable) any and all security agreements, collateral assignments, certificates, financing statements, including, without limitation, UCC-1 financing statements and any other documents in connection therewith.

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

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That the Authorized Officers of the Company be, and each of them hereby is, authorized to enter into, execute and deliver, from time to time, such amendments (including, without limitation, the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement) in connection with the Credit Agreement, the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement, including, any additional security agreements, pledge agreements, subordination agreements, deposit account control agreements, intellectual property security agreements, intellectual property security agreements, officer's certificates and/or the other documents to which the Company is a party (collectively, the "Loan Documents").

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limitation, amendments increasing or decreasing the amount of credit available or extending the maturity of the same), modifications, extensions, renewals, supplements, consolidations and replacements of any of the Loan Documents, in such form and with such terms as the Authorized Officer executing the same, in his or her sole discretion, shall approve, the execution by any Authorized Officer of any such amendment, modification, extension, renewal, supplement, consolidation or replacement being conclusive evidence of his or her approval thereof and his or her authority hereunder.

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

#### GENERAL RESOLUTIONS

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

**RESOLVED:** That the authority conferred upon the aforesaid Authorized Officers by the above resolutions shall remain in full force and effect until revocation by further resolution of the Sole Member, and any other party to whom the Transaction Documents may be delivered for processing in connection with the transactions contemplated thereby shall be conclusively entitled to rely upon the authority of such Authorized Officer and by his or her execution of any document, certificate or agreement.

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

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

[Signature page follows]



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And Correct  
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Vermilion Parish Clerk of Court

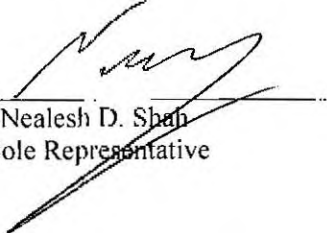
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IN WITNESS WHEREOF, the undersigned have executed this written consent as of the date first written above.

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

BY: KOSMOS ENERGY GULF OF MEXICO  
MANAGEMENT, LLC, AS SOLE MEMBER

By:   
Name: Nealesh D. Shah  
Title: Sole Representative

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# Plaquemines Parish Recording Page

Kim Turlich-Vaughan  
Clerk of Court  
PO Box 40  
Belle Chasse, LA 70037  
(504) 934-6610

**Received From :**

ADAMS & REESE  
ATTN: CATHERINE FILIPPI  
4500 ONE SHELL SQUARE  
NEW ORLEANS, LA 70139

**First DEBTOR**

KOSMOS ENERGY GULF OF MEXICO OPERATIONS LLC

**First SECURED PARTY**

ANKURA TRUST COMPANY LLC

**Index Type :** UCC

**FileNumber :** 2025-00003230

**Type of Document :** FINANCING STATEMENT

**Book :** 3825

**Page :** 2358

**Recording Pages :** 55

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Plaquemines Parish, Louisiana.

This instrument was eRecorded.

On (Recorded Date) : 10/01/2025

At (Recorded Time) : 3:31:52PM



Clerk of Court



**Return To :** ADAMS & REESE  
ATTN: CATHERINE FILIPPI  
4500 ONE SHELL SQUARE  
NEW ORLEANS, LA 70139

**STATE OF LOUISIANA  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
UCC-1**

**Important - Read Instructions before filing out form.**

**Follow instructions carefully.**

1. Debtor's exact full legal name - insert only one debtor name (1a or 1b) - do not abbreviate or combine names.

1a Organization's Name <b>KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC</b>					
<b>OR</b>		1b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III), if applicable)		First Name	Middle Name
1c Mailing Address <b>8176 Park Lane, Suite 500</b>		City <b>Dallas</b>		State <b>TX</b>	Postal Code <b>75231</b>
				Country <b>USA</b>	
1d Tax ID #: SSN or EIN		Add'l info re Organization Debtor: <b>LLC</b>		1e Type of Organization <b>LLC</b>	
				1f Jurisdiction of Organization <b>Delaware</b>	
				1g Organizational ID # if any <b>41637493Q</b> <input type="checkbox"/> None	

2. Additional debtor's exact full legal name - insert only one debtor name (2a or 2b) - do not abbreviate or combine names.

2a Organization's Name					
<b>OR</b>		2b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III), if applicable)		First Name	Middle Name
2c Mailing Address		City		State	Postal Code
					Country
2d Tax ID #: SSN or EIN		Add'l info re Organization Debtor:		2e Type of Organization	
				2f Jurisdiction of Organization	
				2g Organizational ID #, if any <input type="checkbox"/> None	

3. Secured Party's Name (or Name of Total Assignee of Assignor S/P) - insert only one secured party name (3a or 3b)

3a Organization's Name <b>Aukura Trust Company, LLC, as Administrative Agent and Collateral Agent</b>					
<b>OR</b>		3b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III), if applicable)		First Name	Middle Name
3c Mailing Address <b>140 Sherman Street</b>		City <b>Fairfield</b>		State <b>CT</b>	Postal Code <b>06824</b>
					Country <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's rights, title and interest in, under and to the Collateral defined in and more fully described by that certain Multiple Indebtedness Mortgage, Assignment of Production and Security Agreement by and between Debtor and Secured Party ("Mortgage") attached hereto as Exhibit A, including but not limited to the personalty, fixtures and as-extracted collateral.

5a Check if applicable and attach legal description of real property: ☒ Fixture filing ☒ As-extracted collateral ☐ Standing timber constituting goods  
☐ The debtor(s) do not have an interest of record in the real property (Enter name of an owner of record in 5b)

5b Owner of real property (if other than named debtor)

6a Check only if applicable and check only one box:  
☐ Debtor is a Transmitting Utility. Filing is Effective Until Terminated  
☐ Filed in connection with a public finance transaction. Filing is effective for 30 years

6b Check only if applicable and check only one box:  
Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

7. ALTERNATIVE DESIGNATION (if applicable):  
☐ CONSIGNEE/CONSIGNOR ☐ LESSEE/LESSOR  
☐ SELLER/BUYER ☐ AG. LIEN ☐ BAILEE/BAILOR  
☐ NON-UCC-FILING

8. Name and Phone Number to contact filer:  
**Derek Wayne, 860-240-2755**

9. Send Acknowledgment To: (Name and Address)  
**Derek Wayne, Senior Paralegal  
Morgan, Lewis & Bockius LLP  
One State Street, Hartford, CT 06103**

10. The space below is for Filing Office Use Only

11. ☐ CHECK TO REQUEST SEARCH REPORT(S) ON DEBTORS (ADDITIONAL FEE REQUIRED) ☐ ALL DEBTORS ☐ DEBTOR1 ☐ DEBTOR2

**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND  
SECURITY AGREEMENT**

THIS INSTRUMENT IS A MULTIPLE INDEBTEDNESS MORTGAGE.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN MINERALS OR THE LIKE (INCLUDING OIL AND GAS) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD. THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN FIXTURES. PRODUCTS OF THE COLLATERAL ALSO ARE COVERED.

FROM

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

TO

ANKURA TRUST COMPANY, LLC  
140 Sherman Street  
Fairfield, CT 06824  
(Mortgagee and Secured Party)  
September 24, 2025

\*\*\*\*\*

This instrument, prepared by Morgan, Lewis & Bockius LLP, 1000 Louisiana Street, Suite 4000, Houston, Texas 77002 (Phone: 713-890-5000) and reviewed for compliance with recording requirements by Adams & Reese LLP, Hancock Whitney Center, 701 Paydras Street, Suite 4500, New Orleans, LA 70139 (Phone: 504-585-0175), contains after-acquired property provisions and covers future advances and proceeds to the fullest extent allowed by applicable law.

ATTENTION RECORDING OFFICER: This instrument is a mortgage of both real/immovable and personal/movable property and is, among other things, a Security Agreement under the Uniform Commercial Code in effect in the State of Louisiana. This instrument creates a lien on rights in or relating to lands of Mortgagor that are described on Exhibit A attached hereto and made a part hereof and in instruments and documents described on such Exhibit A.

**RECORDED DOCUMENT SHOULD BE RETURNED TO:**

Morgan, Lewis & Bockius LLP  
1000 Louisiana Street, Suite 4000  
Houston, Texas 77002

Attention: Matthew D. Lea



**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND  
SECURITY AGREEMENT**

MULTIPLE INDEBTEDNESS MORTGAGE,	§	UNITED STATES OF AMERICA
ASSIGNMENT OF PRODUCTION AND	§	
SECURITY AGREEMENT	§	THE STATE OF TEXAS
	§	
	§	COUNTY OF DALLAS
BY: KOSMOS ENERGY GULF OF	§	
MEXICO OPERATIONS, LLC	§	
	§	
TO: ANKURA TRUST COMPANY, LLC	§	
	§	
	§	
	§	

BE IT KNOWN, that on September 24, 2025, before the undersigned Notary Public, duly commissioned and qualified in and for the State and County aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

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

who, being duly sworn, declared that

This MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND SECURITY AGREEMENT (this "Mortgage") is executed to be effective as of September 24, 2025 ("Effective Date"), by Mortgagor in favor of Ankura Trust Company, LLC, a New Hampshire limited liability company with offices at 140 Sherman Street, Fairfield, CT 06824 as Collateral Agent ("Mortgagee"), for the benefit of the Secured Parties.

**RECITALS**

A. Mortgagor is party to that certain Senior Secured Term Loan Credit Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Mortgagor, as the borrower, the other Loan Parties party thereto, Mortgagee, as term loan collateral agent and administrative agent, and the lenders from time to time party thereto (the "Lenders"), pursuant to which the Lenders have agreed to make loans and other extensions of credit to Mortgagor for the purposes set forth therein.

B. The Mortgagor and/or certain other Loan Parties have entered, or may enter, into certain agreements regarding Secured Hedge Agreements and the GOM Offtake Agreement (collectively, the “Secured Ancillary Documents”).

C. Mortgagee, the Hedge Providers (as defined in the Credit Agreement) party thereto, Mortgagor and/or certain other Loan Parties and the other Persons party thereto from time to time, have entered, or may enter, into a Hedge Intercreditor Agreement.

D. Mortgagor and the other Loan Parties are party to that certain Term Loan Collateral and Guarantee Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Security Agreement”). The Credit Agreement, the Secured Ancillary Documents, the Term Loan Security Agreement and the other Loan Documents are collectively referred to herein as the “Secured Transaction Documents”.

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

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

## **ARTICLE I**

### **Definitions**

1.1 “Collateral” means the Realty Collateral, Personalty Collateral and Fixture Collateral.

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

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

1.4 “Excluded Property” means the following:

(a) any motor vehicle and other vehicles subject to certificates of title (except to the extent the security interest in such assets can be perfected by the filing of a UCC-1 financing statement);

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

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

(d) margin stock (within the meaning of Regulation T, Regulation U or Regulation X);

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



Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition is no longer effective;

(f) any Excluded Account;

(g) Intellectual Property and licenses, including any "intent-to-use" Trademarks until such time as Mortgagor files an amendment to allege use or statement of use and such filing is examined and accepted by the United States Patent and Trademark Office for any such Trademarks;

(h) any Letter of Credit Rights (as defined in the UCC) (other than to the extent a Lien thereon can be perfected by filing an "all assets" UCC-1 or automatically as a supporting obligation for other collateral required to be perfected under the Loan Documents);

(i) any equipment or other asset owned by Mortgagor that is subject to a purchase money lien or a Capitalized Lease, in each case, as permitted under the Loan Documents, if the contract or other agreement in which such Lien is granted (or the documentation providing for such Capitalized Lease) prohibits or requires the consent of any Person other than Mortgagor's as a condition to the creation of any other security interest on such equipment or asset, such consent has not been obtained, and, in each case, such prohibition or requirement is permitted by the Loan Documents;

(j) those assets as to which Mortgagee shall determine (acting at the direction of the Required Lenders) that the cost or other consequence of obtaining a Lien thereon or perfection thereof are excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby;

(k) any Oil and Gas Properties that are neither related to or attributable to the Hydrocarbon Interests described on Exhibit A nor are classified as Proved Reserves, together with any Property used exclusively in connection with such excluded Oil and Gas Properties; and

(l) any Building (as defined in the applicable Flood Insurance Regulations) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulations) owned by any Loan Party,

*provided*, that in case of clauses (b) and (c) of this definition, the security interest hereunder shall attach immediately and automatically (without need for any further grant or act) at such time as the conditions described in clause (b) or (c), as applicable, preventing such attachment cease to exist and to the extent severable shall in any event, attach to all rights in respect of such Property that are not subject to the applicable conditions described in clause (b) or (c); provided, further that "Excluded Property" shall (1) not include any right to receive proceeds from the sale or other disposition of Excluded Property or any proceeds, substitutions or replacements of Excluded Property (unless such proceeds, substitutions or replacements would constitute Excluded Property).

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

1.6 "Fixture Collateral" means all of Mortgagor's interest now owned or hereafter acquired in and to all Fixture Operating Equipment and all proceeds, products, renewals, increases,



profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

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

1.8 “Hydrocarbon Interests” means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, fee interests, surface interests, mineral fee interests, overriding royalty interests and other royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature, in each case, which are expressly described on Exhibit A and all other interests of Mortgagor consisting of Proved Reserves whether now owned or hereafter acquired. Unless otherwise indicated herein, each reference to the term “Hydrocarbon Interests” shall mean Hydrocarbon Interests of Mortgagor.

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

1.10 “Obligations” means all obligations (whether now existing or hereafter arising, absolute or contingent, joint, several, or independent) of every nature of each Loan Party from time to time owed to any Agent (including former Agents) or any Lender from time to time outstanding under the Credit Agreement and under the other Loan Documents or otherwise under any Loan, Secured Ancillary Document, including, without limitation, all principal and all interest, fees, premium, expenses, Erroneous Payment Subrogation Rights, and other charges accrued or accruing (or which would, absent commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto, accrue) on or after the commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto at the rate provided for herein or the relevant Loan Document, whether or not such interest, fees, premium, expenses or other charges are allowed or allowable in any such bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto.

1.11 “Oil and Gas Property” or “Oil and Gas Properties” means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, including all oil in tanks, and all rents, issues, profits,

proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests; and (g) all Properties, rights, titles, interests and estates described or referred to above, including any and all tangible Property, real or personal, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells, all permanently abandoned and inactive wells, dry holes or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, pipelines, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise indicated herein, each reference to the term "Oil and Gas Properties" shall mean Oil and Gas Properties of Mortgagor.

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

1.13 "Personalty Collateral" means all of Mortgagor's interest now owned or hereafter acquired in and to all Operating Equipment, all Hydrocarbons severed and extracted from or attributable to the Oil and Gas Properties, including oil in tanks and all other "as-extracted" collateral from or attributable to the Oil and Gas Properties, general intangibles attributable to or specifically held in inventory for use on the Oil and Gas Properties and all accounts (including accounts resulting from the sale of Hydrocarbons at the wellhead), contract rights, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with the sale or other disposition of any Hydrocarbons or otherwise, including all Liens securing the same, all accounts, contract rights and general intangibles attributable to or related to the Oil and Gas Properties and now existing or hereafter arising regardless of whether any of the foregoing is in connection with or resulting from any of the Contracts, including all Liens securing the same, all Contracts, all personal property located

on the real property described in Exhibit A, all proceeds and products of the Realty Collateral and any other contracts or agreements, all information concerning the Oil and Gas Properties and all wells located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, well files, and other books and records (including computerized records and data), any options or rights of first refusal to acquire any Realty Collateral, all As-Extracted Collateral (as defined in the UCC) located in or related to the Oil and Gas Properties, including, without limitation, all As-Extracted Collateral relating to the Hydrocarbon Interests and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

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

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

1.16 “Security Termination” means such time at which a Repayment Event shall have occurred.

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



## **ARTICLE II**

### **Creation of Security**

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

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

Subject, however, to the condition that Mortgagee shall not be liable in any respect for the performance of any covenant or obligation of Mortgagor with respect to the Collateral. Any reference in Exhibit A to the name of a well shall not be construed to limit the Collateral to the well bore of such well or in the pro rata units. It is Mortgagor's intent that this Mortgage cover Mortgagor's entire interest in the lands, leases, units and other interests set forth in Exhibit A.

Notwithstanding anything contained herein to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation (hereinafter defined)) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Realty Collateral," "Fixture Collateral" or "Personalty Collateral", and no Buildings or Manufactured (Mobile) Homes are encumbered by this Mortgage. As used herein, "Flood Insurance Regulations" shall mean the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, and the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.



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

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

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

3.2 Independent of the foregoing provisions and authorities herein granted, Mortgagor agrees to execute and deliver any and all transfer orders, division orders and other instruments that may be requested by Mortgagee or that may be required by the purchaser of the Hydrocarbons for the purpose of effectuating payment of Mortgagor's proceeds of runs to Mortgagee upon the occurrence and during the continuance of an Event of Default.

3.3 Mortgagee may (at the direction of the Required Lenders), elect to return any part of said funds to Mortgagor or to deposit the same to Mortgagor's account without applying it to the Obligations. Upon the occurrence and during the continuance of an Event of Default, the monthly proceeds of Mortgagor's runs actually received by Mortgagee may be held by Mortgagee and applied in the manner set forth in Section 6.02 of the Credit Agreement.

3.4 The receipt by Mortgagee of any monies for the account of Mortgagor, including but not limited to money received as proceeds of runs, shall not in any manner change or alter in any respect the obligations of Mortgagor upon the Obligations, and nothing herein contained shall be construed as limiting Mortgagee to the collection of any of the Obligations out of the proceeds of runs. The Obligations shall continue as the absolute and unconditional obligation of Mortgagor to pay, as provided in the instruments evidencing the Obligations, the amounts therein specified at their respective maturity dates, whether by acceleration or otherwise.

3.5 Mortgagee is hereby absolved from all liability, including liability for Mortgagee's negligence, for failure to enforce collection of the proceeds of runs and from all other responsibility in connection therewith except the responsibility to account to Mortgagor for funds actually received. Mortgagor agrees to indemnify and hold Mortgagee harmless against any and all

liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that Mortgagee has received, either before or after the payment in full of the Obligations, funds from the sale of Hydrocarbons claimed by third persons, except for third parties who have valid claims. Mortgagee shall have the right to defend against any such claims or actions, employing attorneys of its own selection. If not furnished with indemnity satisfactory to Mortgagee, Mortgagee shall have the right to compromise and adjust any such claims, actions and judgments, and, in addition to the rights to be indemnified as herein provided, all amounts paid by Mortgagee or any Secured Party in compromise, satisfaction or discharge of any such claim, action or judgment and all court costs, attorneys' fees and other expenses of every character incurred by Mortgagee or any Secured Party shall be a demand obligation owing by Mortgagor, shall be secured by the lien and security interest evidenced by this instrument and shall bear interest on each such amount from the date that the same is expended, advanced or incurred by Mortgagee until the date of written demand or request by Mortgagee for the reimbursement of same, at a rate of interest equal to the lesser of (i) the maximum lawful rate of interest permitted by applicable usury laws, now or hereafter enacted, which interest rate shall change when and as said laws shall change to the extent permitted by said laws, effective on the day such change in said laws becomes effective (herein called the "Maximum Lawful Rate") or (ii) the Default Rate. Any provision to the contrary herein contained notwithstanding, the rate of interest contracted for, charged or received by Mortgagee hereunder shall never exceed the Maximum Lawful Rate.

3.6 Each of the provisions of this Article III shall be deemed a covenant running with the land and shall be binding upon Mortgagor, its successors and assigns, and inure to the benefit of Mortgagee, its successors and assigns.

3.7 The foregoing assignment shall not cause Mortgagee to be: (a) a Mortgagee in possession; (b) responsible or liable for the control, care, management, operation or repair of the Collateral or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of any Contract or lease in the Oil and Gas Properties; (c) responsible or liable for any waste committed on the Collateral by Mortgagor under any of the Contracts or leases in the Oil and Gas Properties or by any other party; for any dangerous or defective condition of the Collateral; or for any negligence in the management, upkeep, repair or control of the Collateral resulting in loss or injury or death to any person; or (d) responsible for or impose upon Mortgagee any duty to produce Hydrocarbons, rents, profits, runs, or proceeds of runs. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (a) the exercise or failure to exercise any of the rights, remedies or powers granted to Mortgagee hereunder; or (b) the failure or refusal of Mortgagee to perform or discharge any obligation, duty or liability of Mortgagor arising under the Contracts or leases in the Oil and Gas Properties. The exclusions from liability contained herein are intended to apply to liability for Mortgagee's negligence except for gross negligence or willful misconduct, as found by a final and non-appealable judgment of a court of competent jurisdiction.

3.8 Mortgagor hereby appoints Mortgagee as its attorney-in-fact to pursue any and all rights of Mortgagor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons during the continuation of an Event of Default. In addition to the Liens granted to Mortgagee in Section 2.1, Mortgagor hereby further pledges and collaterally transfers and assigns to the Mortgagee, for the benefit of the Secured Parties, any and all such Liens, security interests, financing statements or similar interests of the Mortgagor attributable to

its interest in the As-Extracted Collateral, any other Hydrocarbons and proceeds of runs therefrom arising under or created by any statutory provision, judicial decision or otherwise. The power of attorney granted to Mortgagee in this Section 3.8, being coupled with an interest, shall be irrevocable until the Security Termination has occurred.

3.9 Notwithstanding the foregoing, (i) until such time as an Event of Default has occurred and is continuing, but subject to the provisions of the Credit Agreement, Mortgagee hereby grants to Mortgagor a license to sell its respective Hydrocarbons and receive proceeds from the sale of such Hydrocarbons, which license shall automatically terminate upon such Event of Default and for so long as the same continues, and (ii) Mortgagee has agreed not to exercise its right to receive direct delivery of Hydrocarbons and payment of proceeds immediately but rather, each party producing, purchasing or receiving Hydrocarbons may continue to make such deliveries or payments to such Mortgagor until such time as such party has received notice from Mortgagee that an Event of Default has occurred and is continuing and that such party is directed to make delivery or payment directly to Mortgagee.

#### **ARTICLE IV** **Mortgagor's Warranties and Covenants**

4.1 **Representations and Warranties.** Mortgagor represents and warrants as follows (provided, however, that such representations and warranties with respect the representations in the following clause (d) shall be limited to the Mortgagor's knowledge to the extent relating to Collateral for which the Mortgagor is not the operator of the related Oil & Gas Properties):

(a) *Title to Collateral.* Mortgagor has good and defensible title to the Collateral free from all Liens except for Permitted Liens.

(b) *Production Burdens, Expenses and Revenues.* Mortgagor's ownership of the Hydrocarbons and the undivided interests therein as specified in Exhibit A will, after giving full effect to the Permitted Liens and after giving full effect to any instruments or agreements affecting Mortgagor's ownership of the Hydrocarbons, afford Mortgagor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Hydrocarbons specified as net revenue interest set forth in the most recently delivered Reserve Report, and will cause Mortgagor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest as set forth in the most recently delivered Reserve Report, of the costs of drilling, developing and operating the wells identified in Exhibit A. Any fractional percentage or decimal interests specified in Exhibit A in referring to Mortgagor's interest in the Collateral are solely for the purposes of the warranties set forth above and shall in no manner limit the quantum of the interests of Mortgagor in the Collateral pledged by Mortgagor hereunder.

(c) *Not a Foreign Person.* Mortgagor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), Sections 1445 and 7701 (*i.e.* Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).



(d) *Rentals; Leases.* All material rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Collateral have been duly paid or provided for (except for those amounts being contested by Mortgagor in good faith and for which adequate reserves have been maintained in accordance with GAAP), and all leases or subleases comprising a part of the Oil and Gas Properties are valid and subsisting, in full force and effect, and there exists no default or event or circumstance which with the giving of notice or the passage of time or both would give rise to a material default under any such lease or leases, except with respect to any such Collateral that is no longer capable of producing Hydrocarbons in economically reasonable amounts or to the extent such leases have expired in accordance with their terms.

(e) *Power to Create Lien and Security.* Mortgagor has full power and lawful authority to grant, bargain, sell, assign, transfer, mortgage and convey a security interest in all of the Collateral in the manner and form herein provided. No authorization, approval, consent or waiver of any lessor, sublessor, Governmental Authority or other party or parties whomsoever that has not been obtained is required in connection with the execution and delivery by Mortgagor of this Mortgage with respect to any Collateral.

#### 4.2 **Further Assurances.**

(a) Mortgagor covenants that Mortgagor shall execute and deliver such other and further instruments and documents, and shall do such other and further acts as are reasonably necessary (or as Mortgagee may reasonable request) to carry out more effectively the purposes of this Mortgage, including without limiting the generality of the foregoing, prompt correction of any defect in the execution or acknowledgment of this Mortgage, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; prompt correction of any defect which may hereafter be discovered in the title to the Collateral which could reasonably be expected to have a Material Adverse Effect and prompt execution and delivery of all division or transfer orders or other instruments which are required to transfer to Mortgagee the assigned proceeds from the sale of Hydrocarbons from the Oil and Gas Properties.

(b) Mortgagor covenants that Mortgagor shall maintain and preserve the first priority Lien and security interest herein created as a valid Lien so long as Security Termination has not occurred, subject in all respects to Permitted Liens.

4.3 **Operation by Third Parties.** As to any part of the Collateral which is operated by a party other than Mortgagor, until the Security Termination has occurred, Mortgagor shall at Mortgagor's own expense, use reasonable commercial efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Collateral by the working interest owners or the operator or operators of such Collateral, regardless of whether Mortgagor is the operator of the Oil and Gas Properties, except as expressly permitted by the Credit Agreement.

4.4 **Recording.** Mortgagor shall, at Mortgagor's own expense, record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including



applicable financing statements, in such offices and places as are necessary or appropriate, including in the state where Mortgagor is registered as a limited liability company and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a valid lien and security interest (subject in all respects to Permitted Liens) on real or immovable personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the lien and security interest created hereby in and on the Collateral. Mortgagor hereby irrevocably appoints Mortgagee as its lawful attorney-in-fact for the specific purpose of reinscribing this Mortgage from time to time in the in the public records of for each Parish where the Collateral is located or is offshore and adjacent to; nothing, however, shall require Mortgagee to reinscribe this Mortgage and the failure of Mortgagee to reinscribe shall not be grounds for any cause of action either by Mortgagor or by any subsequent holder(s) of the Obligations.

## **ARTICLE V**

### **Default**

5.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an “Event of Default” under this Mortgage.

## **ARTICLE VI**

### **Mortgagee’s Rights**

6.1 **Rights to Realty Collateral Upon Default.**

(a) *Operation of Property by Mortgagee.* Upon the occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall, to the extent permitted by applicable law, have the following rights and powers (but no obligation):

(i) To enter upon and take possession of any of the Realty Collateral and exclude Mortgagor therefrom;

(ii) To hold, use, administer, manage and operate the Realty Collateral to the extent that Mortgagor could do so, and without any liability to Mortgagor in connection with such operations; and

(iii) To the extent that Mortgagor could do so, to collect, receive and receipt for all Hydrocarbons produced and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, to drill additional wells, and to exercise every power, right and privilege of Mortgagor with respect to the Realty Collateral.

Mortgagee may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development (including costs of unsuccessful workover operations or additional wells) have been paid, and Security Termination has occurred, the Liens created by this Mortgage shall be released.

(b) *Judicial Proceedings.* Upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed by a suit or suits, in equity or at law for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, for the enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Louisiana or on the outer continental shelf adjacent to the State of Louisiana, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral; or without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all or any part of the Collateral to be immediately seized and sold by ordinary or executory process issued by any competent court, either with or without appraisal, and without the necessity of making demand upon Mortgagor in default, all of which are expressly waived by Mortgagor.

(c) *Foreclosure by Private Power of Sale of Collateral.* Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right and power to sell, as Mortgagee may elect, all or a portion of the Collateral at one or more sales as an entirety or in parcels, in accordance with and as permitted by any applicable state law. Mortgagor hereby designates as Mortgagor's address for the purpose of notice the address set out in Section 7.15; provided that Mortgagor may by written notice to Mortgagee designate a different address for notice purposes. Any purchaser or purchasers will be provided with a general warranty conveyance (but subject to Permitted Liens) binding Mortgagor and Mortgagor's successors and assigns. Sale of a part of the Realty Collateral will not exhaust the power of sale, and sales may be made from time to time until all of the Realty Collateral is sold or Security Termination has occurred. Mortgagee will have the authority to appoint an attorney-in-fact to act as trustee in conducting the foreclosure sale and executing a deed to the purchaser or purchasers.

(d) *Foreclosure for Installments.* Upon the occurrence and during the continuance of any Event of Default, then to the extent provided by applicable law, Mortgagee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Obligations which have not been paid when due either through the courts or by proceeding with foreclosure in satisfaction of the matured but unpaid portion of the Obligations as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest and other Obligations then due; such sale may be made subject to the unmatured portion of the Obligations, and any such sale shall not in any manner affect the unmatured portion of the Obligations, but as to such unmatured portion of the Obligations this Mortgage shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Obligations, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Obligations without exhausting the power to foreclose and sell the Collateral for any subsequently maturing portion of the Obligations.

(e) *Certain Aspects of Sale.* Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the

Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of an Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, the appointment of any successor Mortgagee hereunder and the truth and accuracy of all other matters stated therein. Mortgagor does hereby ratify and confirm all legal acts that Mortgagee may do in carrying out Mortgagee's duties and obligations under this Mortgage, and Mortgagor hereby irrevocably appoints Mortgagee to be the attorney in fact of Mortgagor and in the name and on behalf of Mortgagor, to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Mortgagee or any public officer acting under execution or by order of court, to have physically present or constructively in his possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(f) *Receipt to Purchaser.* Upon any sale made under the power of sale herein granted, the receipt of Mortgagee will be sufficient discharge to the purchaser or purchasers at any sale for its purchase money, and such purchaser or purchasers, will not, after paying such purchase money and receiving such receipt of Mortgagee, be obligated to see to the application of such purchase money or be responsible for any loss, misapplication or non-application thereof

(g) *Effect of Sale.* Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all Persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by Mortgagee so to do, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Mortgagor agrees that if Mortgagor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Mortgagor.



(h) *Application of Proceeds.* The proceeds of any sale of the Realty Collateral or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall be applied in the manner set forth in Section 6.02 of the Credit Agreement.

(i) *Mortgagor's Waiver of Appraisalment and Marshalling.* Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisalment, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any applicable law of the State of Louisiana, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(j) *Other Waivers.*

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as Mortgagee may elect (acting at the direction of the Required Lenders), and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or liens created by this Mortgage.

(ii) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor hereby authorizes Mortgagee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisalment (appraisalment being hereby expressly waived) either in its entirety or in lots, or parcels as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(iii) Mortgagor hereby expressly waives: the benefit of appraisalment as provided in Louisiana Code of Civil Procedure Articles 2332, 2336, 2723 and 2724, and all other laws conferring the same; the notice of seizure required by Louisiana Code of Civil Procedure Articles 2293 and 2721; the three days delay provided by Louisiana Code of Civil Procedure Articles 2331 and 2722; and the benefit of the other provisions of Louisiana Code of Civil Procedure Articles 2331, 2722 and 2723, not specifically mentioned above.



(k) *Applicable Law.* If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

(l) *Specific Performance.* Mortgagee may, in addition to the foregoing remedies, or in lieu thereof, in Mortgagee's sole discretion, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained herein, or in aid of the execution or enforcement of any power herein granted.

(m) *Confession of Judgment.* Solely for purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee, for the full amount of the Obligations, whether now existing or arising hereafter, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee in the amount of all additional advances or other expenditures that Mortgagee may make on Mortgagor's behalf or otherwise pursuant to this Mortgage, together with interest thereon.

6.2 **Rights to Personalty Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the Louisiana Uniform Commercial Code-Secured Transaction (LSA R.S. 10:9-101 et seq.) as amended, modified or succeeded, and under all other applicable laws of Louisiana and this Mortgage. To the extent permitted by applicable laws, Mortgagee shall have the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed, postage prepaid, to Mortgagor at the address designated in Section 7.15 hereof (or such other address as has been designated as provided herein) at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be entitled to recover attorneys' fees and legal expenses as provided for in this Mortgage and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor shall remain liable for any deficiency remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

6.3 **Rights to Fixture Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

6.4 **Other Rights.** In addition to the rights as described in Sections 6.1, 6.2 and 6.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise (at the direction of the Required Lenders), without impairing or otherwise affecting the other rights and remedies of Mortgagee: institute proceedings for the complete foreclosure of this Mortgage, in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing Lien of this Mortgage for the balance of the Obligations not then due; or institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage; or apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or pursue such other remedies as Mortgagee may have under applicable law.

6.5 **Keeper.** Should any or all of the Collateral be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, ordinary process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee, or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as keeper of the Property. The designation is pursuant to LSA. RS. 9:5136 through 5140.2, inclusive, as the same may be amended, and Mortgagee shall be entitled to all the rights and benefits afforded thereunder. It is hereby agreed that the keeper shall be entitled to receive as compensation, in excess of its reasonable costs and expenses incurred in the administration or preservation of the Collateral, an amount equal to \$500.00 per hour, which shall be included as Obligations secured by this Mortgage. The designation of keeper made herein shall not be deemed to require Mortgagee to provoke the appointment of such a keeper.

6.6 **Account Debtors.** Mortgagee may after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

6.7 **Costs and Expenses.** All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Obligations. Mortgagor hereby agrees to repay such sums on demand plus interest thereon from the date of the advance or incurrence until reimbursement of Mortgagee at the Reimbursement Rate.

6.8 **Set-Off**. Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to set-off any funds of Mortgagor in the possession of Mortgagee against any amounts then due by Mortgagor to Mortgagee pursuant to the Mortgage.

6.9 **Resignation of Operator**. In addition to all rights and remedies under this Mortgage, at law and in equity, upon the occurrence and during the continuance of any Event of Default, if Mortgagee shall exercise any remedies under this Mortgage with respect to any particular Oil and Gas Property (or Mortgagor shall transfer such Oil and Gas Property “in lieu of” foreclosure) whereupon Mortgagor is divested of its title to such Oil and Gas Property, Mortgagee shall have the right to request that any operator of such Oil and Gas Property which is either Mortgagor or any Affiliate of Mortgagor resign as operator under the joint operating agreement applicable to such Oil and Gas Property, and no later than 60 days (or such earlier time as may be permitted by the applicable joint operating agreement) after receipt by Mortgagor of any such request, Mortgagor shall resign (or, to the extent it is able to do so, cause such other Person to resign) as operator of such Oil and Gas Property.

6.10 **Inapplicability of Certain Provisions**. Anything herein contained to the contrary notwithstanding, the provisions of this Mortgage relative to powers of sale, the rule against perpetuities and other provisions which pertain to rights or remedies not recognized under Louisiana law, shall have no effect. Furthermore, notwithstanding anything contained in this Mortgage to the contrary, all rights and remedies of Mortgagee hereunder shall be subject to and limited by all applicable law in the State of Louisiana governing self-help and extra-judicial repossession of collateral.

## **ARTICLE VII** **Miscellaneous**

7.1 **Advances by Mortgagee**. Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor’s expense. If Mortgagor fails to perform or keep any of the covenants of whatsoever kind or nature contained in this Mortgage, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagors behalf, and Mortgagor hereby agrees to repay such sums and any attorneys’ fees incurred in connection therewith on demand plus interest thereon from the date of the advance until reimbursement of Mortgagee. In addition, Mortgagor hereby agrees to repay on demand any reasonable out-of-pocket costs, expenses and attorney’s fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such reasonable out-of-pocket costs, expenses and attorney’s fees incurred pursuant hereto, plus interest thereon from the date of the advance by Mortgagee until reimbursement of Mortgagee. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

7.2 **Defense of Claims**. Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor’s title to the Collateral or Mortgagee’s Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor’s



and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the sole judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Collateral, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, Mortgagee may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All reasonable out-of-pocket costs, expenses and attorneys' fees incurred by Mortgagee pursuant to this Section 7.2 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Collateral or the transactions contemplated in this Mortgage shall be paid by Mortgagor as provided in Section 7.1.

7.3 **Defense of Mortgage.** If the validity or priority of this Mortgage or of any rights, titles, liens, privileges or security interests created or evidenced hereby with respect to the Collateral or any part thereof or the title of Mortgagor to the Collateral shall be attacked directly or indirectly or if any legal proceedings are instituted against Mortgagor with respect thereto, Mortgagor will give prompt written notice thereof to Mortgagee and at Mortgagors' own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all commercially reasonable steps for the defense of such legal proceedings. Mortgagee (whether or not named as party to legal proceedings with respect thereto), is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Mortgage and the rights, titles, privileges, liens and security interests created or evidenced hereby, including but not limited to the employment of independent counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Collateral and the removal of prior liens or security interests (other than Permitted Liens), and all expenditures so made of every kind and character shall be an Obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee.

7.4 **Termination.** If Security Termination has occurred, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the written request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage.

7.5 **Renewals, Amendments and Other Security.** Without notice or consent of Mortgagor, renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to agreements relating to any part of such written instruments or the Collateral. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this Mortgage by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Mortgage. This Mortgage may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.



7.6 **Security Agreement.** This Mortgage shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, pledge, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. **SUBJECT TO SUBSECTION (4) OF SECTION 9-301 OF THE LOUISIANA UNIFORM COMMERCIAL CODE-SECURED TRANSACTIONS (LSA. R.S. 10:9-301(4)), AS AMENDED, MODIFIED OR SUCCEEDED, THIS MORTGAGE IS INTENDED TO COVER ALL PERSONALTY COLLATERAL INCLUDING MORTGAGOR'S INTEREST IN ALL HYDROCARBONS AS AND AFTER THEY ARE EXTRACTED AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF AT THE WELLHEAD.** This Mortgage shall be filed in the real estate (mortgage and conveyance) records or other appropriate records of the parish or parishes in the state in which any part of the Realty Collateral and Fixture Collateral is located as well as the Uniform Commercial Code records or other appropriate office of the state in which any Collateral is located. Mortgagee hereby is authorized to file financing statements covering the Personalty Collateral, including all Hydrocarbons sold at the wellhead, and Fixture Collateral, which financing statements may be filed in the Uniform Commercial Code records or other appropriate office of the parish or state in which any of the Collateral is located or is adjacent to such parish or state or in any other location permitted or required to perfect Mortgagee's security interest under the Uniform Commercial Code. In addition, Mortgagor hereby irrevocably authorizes Mortgagee and any affiliate, employee or agent thereof, at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statement or document and amendments thereto, without the signature of Mortgagor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Mortgage.

7.7 **Declaration of Fact.** Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-508, where applicable. Mortgagor specifically agrees that such an affidavit by a representative of Mortgagee as to the existence, amount, terms and maturity of the Obligations and of a default thereunder shall constitute authentic evidence of such facts for the purpose of executory process.

7.8 **Unenforceable or Inapplicable Provisions.** If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of Mortgagee in order to carry out the provisions hereof.

7.9 **Rights Cumulative.** Each and every right, power and remedy herein given to Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Mortgagee, and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

7.10 **Discontinuance of Proceedings.** If Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under any Secured Transaction Document or available at law and shall thereafter elect to discontinue or abandon same for any reason, then it shall have the unqualified right so to do and, in such an event, the parties shall be restored to their former positions with respect to the Obligations, this Mortgage, the Credit Agreement, the Collateral and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if same had never been invoked.

7.11 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee (acting at the direction of the Required Lenders), be waived, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

7.12 **Terms.** The term "Mortgagor" as used in this Mortgage will be construed as singular or plural to correspond with the number of Persons executing this Mortgage as Mortgagor. If more than one Person executes this Mortgage as Mortgagor, his, her, its, or their duties and liabilities under this Mortgage will be joint and several. The terms "Mortgagee" and "Mortgagor" as used in this Mortgage include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Mortgage which are defined in the Uniform Commercial Code of Louisiana are used with the meanings therein defined.

7.13 **Counterparts.** This Mortgage may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular parishes, counterpart portions of Exhibit A that describe Properties situated in parishes other than the parishes in which such counterpart is to be recorded may have been omitted.

7.14 **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Louisiana.

7.15 **Notice.** All notices required or permitted to be given by Mortgagor or Mortgagee shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Mortgagor: Kosmos Energy Gulf of Mexico Operations, LLC  
c/o Kosmos Energy Ltd.  
8176 Park Lane, Suite 500  
Dallas, Texas 75231  
Attention: General Counsel  
Telephone: (214) 445-9600  
Email address: kosmosgeneralcounsel@kosmosenergy.com

With a copy to: O'Melveny & Myers LLP  
2801 N. Harwood Street, Suite 1600  
Dallas, Texas 75201  
Attention: Jason A. Schumacher  
Telephone: (972) 360-1942

Email address: jschumacher@omm.com

Mortgagee: Ankura Trust Company, LLC  
140 Sherman Street  
Fairfield, CT 06824  
Attn: Krista Gulalo  
Email: krista.gulalo@ankura.com

With a copy to: Cahill Gordon & Reindel LLP  
32 Old Slip  
New York, NY 10005  
Attention: Jordan Wishnew  
Telephone: (212) 701-3450  
Email address: JWishnew@cahill.com

7.16 **Condemnation.** All awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee hereby is authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may at the option of Mortgagee (acting at the direction of the Required Lenders), be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

7.17 **Successors and Assigns.**

(a) This Mortgage is binding upon Mortgagor, Mortgagor's successors and assigns, and shall inure to the benefit of Mortgagee and its permitted successors and assigns, and the provisions hereof shall likewise be covenants conning with the land.

(b) To the extent permitted by the Credit Agreement, this Mortgage shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the legal transfer or assignment by Mortgagee of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to Mortgagee under this Mortgage. Mortgagor specifically agrees that, upon any transfer of all or any portion of the Obligations permitted by the Credit Agreement, this Mortgage shall secure with retroactive rank the existing Obligations of Mortgagor to the transferee and any and all Obligations to such transferee thereafter arising.



7.18 **Section Headings.** The article and section headings in this Mortgage are inserted for convenience of reference and shall not be considered a part of this Mortgage or used in its interpretation.

7.19 **Instrument Construed as Mortgage, etc.** This Mortgage may be construed as a mortgage of both real/immovable and personal/movable property, a conveyance, an assignment, a pledge, a security agreement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

7.20 **Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage so that the terms and provisions of this Mortgage do not conflict with the terms and provisions of the Credit Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Mortgage conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of Mortgagee not addressed in the Credit Agreement shall not be deemed to be a conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

7.21 **Due Authorization.** Mortgagor hereby represents, warrants and covenants to Mortgagee that the obligations of Mortgagor under this Mortgage are the valid, binding and legally enforceable obligations of Mortgagor, that the execution, sealing and delivery of this Mortgage by Mortgagor has been duly and validly authorized in all respects by Mortgagor, and that the persons who are executing and delivering this Mortgage on behalf of Mortgagor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Mortgage on Mortgagor's part to be observed or performed.

7.22 **No Offsets, Etc.** Mortgagor hereby represents, warrants and covenants to Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Mortgage or the indebtedness secured thereby.

7.23 **Alienation; Pact de Non Alienando.** The Collateral is to remain specially mortgaged, affected and hypothecated unto and in favor of Mortgagee and in favor of any and all future holder or holders of the Obligations until the full and final payment of all Obligations secured hereby, and Mortgagor is herein and hereby bound and obligated not to sell, alienate, mortgage or encumber the Collateral, or any part thereof, to the prejudice of this act, and not to permit or suffer the same to be so sold, alienated, deteriorated or encumbered.

7.24 **Certain Louisiana References.** Each reference to a "lien" will include a reference to a "privilege," "mortgage," "collateral assignment pledge," and/or "security interest," as appropriate. Each reference to an "easement" or "easements" will include a reference to a "servitude" and "servitudes." Each reference to a parish will include a reference to a Louisiana parish. The terms "land," "real property," and "real estate" will mean "immovable property" as that term is used in the Louisiana Civil Code. The term "personal property" will mean "movable property" as that term is used in the Louisiana Civil Code. The term "intangible" will mean "incorporeal" as that term is used in the Louisiana Civil Code. Reference to "receiver" shall be



deemed to be a keeper appointed by Mortgagee as provided herein. The term “fee estate” or “fee simple title” will mean “full ownership interest” as that term is used in the Louisiana Civil Code. The term “condemnation” will include “expropriation” as that term is used in Louisiana law. The term “conveyance in lieu of foreclosure” or “action in lieu thereof” will mean “giving in payment” as that term is used in the Louisiana Civil Code. The term “joint and several” will mean “solidary” as that term is used in the Louisiana Civil Code.

7.25 **Novation**. The Obligations secured by this Mortgage will continue with respect to any new obligation arising from any novation (subjective or objective) of the extinguished obligation as permitted by Louisiana Civil Code Article 1884, as well as to any other renewals, refinancings, modifications, amendments, revisions or extensions of the Obligations.

7.26 **Acceptance by Mortgagee**. In accordance with the provisions of Louisiana Civil Code Article 3289, Mortgagee is presumed to have accepted the benefits of the Mortgage without the necessity of execution by Mortgagee.

7.27 **Indemnity**. Mortgagor will indemnify and hold harmless Mortgagee from and against all claims, demands, liabilities, losses, damages (excluding consequential damages), causes of action, judgments, penalties, costs and expenses (including without limitation reasonable attorneys’ fees and expenses) which may be imposed upon, asserted against or incurred or paid by Mortgagee, on account of, in connection with, or arising out of any bodily injury or death or natural resource, human health or property damage occurring in, at, into, under or upon or in the vicinity of the Collateral through any cause whatsoever, the exercise of any rights and remedies hereunder, any transaction, act, omission, event or circumstance arising out of or in any way connected with the Collateral and any act, omission, event or circumstance existing or occurring (including without limitation the presence on or under the Collateral or release at, into, upon, under or from the Collateral of hazardous substances or solid wastes disposed of or otherwise released) resulting from or in connection with the ownership, construction, occupancy, operation, use and/or maintenance of the Collateral, regardless of whether the act, omission, event or circumstance constituted a violation of any applicable Environmental Law at the time of its existence or occurrence.

7.28 **Mortgagee as Purchaser**. Mortgagee shall have the right to become the purchaser at any sale held in foreclosure of the liens and/or security interests evidenced hereby, and shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Obligations owing to such party.

7.29 **DEFICIENCY JUDGMENT**. MORTGAGEE HAS THE RIGHT TO PROCEED TO OBTAIN AND COLLECT DEFICIENCY JUDGMENT, TOGETHER WITH FORECLOSURE OF THE COLLATERAL UNDER APPLICABLE LOUISIANA LAW.

7.30 **WAIVER OF CONSEQUENTIAL DAMAGES**. NOTWITHSTANDING ANYTHING CONTAINED IN THIS MORTGAGE TO THE CONTRARY, MORTGAGEE SHALL NOT BE ENTITLED TO CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS OF ANY KIND, IN CONNECTION WITH THIS MORTGAGE.

7.31 **Insurance Proceeds.** Mortgagor collaterally assigns and pledges to Mortgagee the right to receive all proceeds of any insurance policies insuring against loss or damage to the Collateral in accordance with the provisions of Louisiana Revised Statutes 9:5386.

7.32 **Future Advances.** This Mortgage has been executed by Mortgagor pursuant to Louisiana Civil Code articles 3298, et seq., Louisiana Civil Code Articles 3141-3175, Louisiana Revised Statutes 9:5386-5389, the UCC, and other applicable laws, for the purpose of securing the Obligations that may now be existing and/or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law.

7.33 **Power of Attorney.** To the extent applicable, any powers of attorney and similar grants of authority given by Mortgagor to Mortgagee in this Mortgage shall be deemed given pursuant to the provisions of La. R.S. § 9:5388.

7.34 **Business Purpose and Waiver of Homestead.** Mortgagor represents that the Credit Agreement evidences an indebtedness incurred for a business or commercial purpose, and Mortgagor waives any homestead and other exemptions from seizure with regard to the Collateral to which Mortgagor may be entitled under the laws of the State of Louisiana.

7.35 **Waivers of Certificates.** The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, assignment of accounts receivable and other certificates and relieve and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

7.36 **No Paraph.** For purposes of Louisiana Revised Statutes 9:5169 and other applicable law, Mortgagor declares that none of the Obligations secured by this Mortgage have been “paraphed” for identification with this Mortgage.

7.37 **Taxpayer Identification Number.** Mortgagor does hereby represent, warrant and covenant to and with Mortgagee, its successors and assigns, that Mortgagor’s federal taxpayer identification number is correctly listed on the first page of this Mortgage. Mortgagor shall give Mortgagee thirty (30) days (or such shorter period as may be agreed by Mortgagee) notice prior to any change in Mortgagor’s taxpayer identification number by Mortgagor and shall give Mortgagee notice of any change in Mortgagor’s taxpayer identification number that is not made by Mortgagor within thirty (30) days after such change. In the event of any change whatsoever in Mortgagor’s taxpayer identification number, Mortgagor will execute, authorize and file any new UCC financing statements or any other documents that are necessary or desirable to preserve and continue Mortgagee’s security interest under this Mortgage within thirty (30) days after request by Mortgagee.

7.38 **Mineral Mortgage.** This Mortgage is granted in accordance with Article 3168 *et seq.* of the Louisiana Civil Code and LAS. RS. 31:203 *et seq.*

7.39 **Exculpation Provisions.** Each of the parties hereto specifically agrees that it has a duty to read this Mortgage; and agrees that it is charged with notice and knowledge of the terms of this Mortgage; that it has in fact read this Mortgage and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Mortgage; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of

this Mortgage; and has received the advice of its attorney in entering into this Mortgage; and that it recognizes that certain of the terms of this Mortgage result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Mortgage on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."

7.40 **Collateral Agent.** Ankura Trust Company, LLC has or will be appointed as Mortgagee and Collateral Agent for the Secured Parties hereunder. It is expressly understood and agreed by Mortgagor that any authority conferred upon Mortgagee and the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Collateral Agent pursuant to the Credit Agreement and the Hedge Intercreditor Agreement, and that Mortgagee and the Collateral Agent have agreed to act (and any successor Mortgagee and Collateral Agent shall act) as such hereunder only on the express conditions contained in the Credit Agreement and the Hedge Intercreditor Agreement. Any successor Collateral Agent appointed pursuant to the Credit Agreement or the Hedge Intercreditor Agreement shall be entitled to all the rights, interests and benefits of Mortgagee and the Collateral Agent hereunder. In the performance of any obligations set forth herein, Mortgagee shall be entitled to all of the rights, benefits, protections, indemnities and immunities afforded to it under the Secured Transaction Documents.

7.41 **Hedge Intercreditor Agreement.** Notwithstanding anything herein to the contrary, this Mortgage and the exercise of any right or remedy hereunder are subject to the provisions of the Hedge Intercreditor Agreement (if applicable) and, further, to the extent any provision herein contained shall be inconsistent with any provision contained in the Hedge Intercreditor Agreement, the provisions of the Collateral Agency Agreement shall prevail.

**THIS WRITTEN AGREEMENT AND THE SECURED TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

**[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK]**

THUS DONE AND PASSED, on the date initially set forth above to be effective as of the Effective Date, before me the undersigned Notary Public, qualified in said State and County above written, and in the presence of the undersigned competent witnesses, with Mortgagor and me, the said Notary Public, after due reading the of the whole.

**MORTGAGOR:**

**KOSMOS ENERGY GULF OF MEXICO  
OPERATIONS, LLC**, a Delaware limited liability  
company

By: \_\_\_\_\_

Name: Nealesh D. Shah  
Title: Vice President

**WITNESSES:**

\_\_\_\_\_  
Printed Name: Abby Stisher

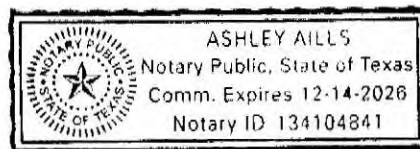
\_\_\_\_\_  
Printed Name: Meg Gorman

\_\_\_\_\_  
NOTARY PUBLIC

Printed name of Notary Public: Ashley Aills

Notary Identification No. or Bar Roll No.: 134104841

My Commission expires: 12-14-26





**EXHIBIT A**  
**TO**  
**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND**  
**SECURITY AGREEMENT**

The designation “Working Interest” or “WI” when used in this Exhibit A, means an interest owned. Any reference in this Exhibit A to wells or units is for warranty of interest, administrative convenience and identification and shall not limit or restrict the right, title, interest or properties covered by this Mortgage. All right, title and interest of Mortgagor in the properties described herein are and shall be subject to this Mortgage, regardless of the presence of any units or wells not described herein.

Unless otherwise expressly provided, all recording references in this Exhibit A are references to the official public records of real property in the county or counties (or parish or parishes) in which the Mortgaged Property is located and in which record documents relating to the Mortgaged Property are recorded, whether Conveyance Records, Deed Records, Mortgage Records, Oil and Gas Records (“OGR”), Oil and Gas Lease Records or other records. All references to “Volume” shall mean “Book” and all references herein to “Book” shall mean “Volume” for the purposes of identifying the proper place of recording in the office in which record documents are recorded. Any references to “Lease No.” or to any particular “County” or “Parish” are merely for internal reference purposes and shall not limit the effectiveness of this Mortgage and this Exhibit A, whether for recording purposes or otherwise. The abbreviation “GWI” denotes Mortgagor’s working interest or operating interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation “RT (GWI)” denotes Mortgagor’s record title working interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation “OR (GWI)” denotes Mortgagor’s operating rights interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation “NRI” denotes Mortgagor’s net revenue interest, which term is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation “APO” means “after payout,” and is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation “BPO” means “before payout,” and is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation “ORRI” means “overriding royalty interest” and is intended to have the meaning commonly attributed to such term in the oil and gas industry.

THE BELOW DESCRIBED SCHEDULES ARE ATTACHED TO THIS EXHIBIT A AND  
ARE MADE A PART HEREOF:

Schedule I – Leasehold Interests  
Schedule II – Wells

## Schedule I

### LEASES

#### BARATARIA - MISSISSIPPI CANYON 521

#### RECORD TITLE INTEREST

Parish/County:                      Plaquemines Parish, Louisiana  
   Mobile County, Alabama

OCS-G 34441 dated effective as of November 1, 2012, by and between the United States of America, as Lessor, and Red Willow Offshore, LLC and Houston Energy, L.P. as Lessees, covering all of Block 521, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.

Working and Net Revenue Interests
--------------------------------------

<u>WI</u>	<u>NRI</u>
<u>22.50000%</u>	<u>15.73875%</u>

Right-of-Way OCS-G 29341

Working Interest
------------------

100.00000%

#### Agreements and Instruments:

1. Deepwater Operating Agreement dated effective January 1, 2015, between Deep Gulf Energy III, LLC, Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC and Ridgewood Barataria, LLC, as amended.

## Schedule I

### LEASES

#### GLADDEN - MISSISSIPPI CANYON BLOCK 800

#### RECORD TITLE INTEREST

Parish/County:                      Plaquemines Parish, Louisiana

OCS-G 18292, dated effective as of July 1, 1997, between the United States of America, as Lessor, and Union Pacific Resources Company, as Lessee, covering all of Block 800, Mississippi Canyon, OCS Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI with Royalty</u> <u>Relief</u>	<u>NRI - No Royalty</u> <u>Relief</u>
<u>20.00%</u>	<u>19.60%</u>	<u>17.10%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement effective January 23, 2007, between Newfield, Exploration Company as Operator and Deep Gulf Energy, LP and ATP Oil & Gas Corporation as Non-Operators, as amended.

## Schedule I

### LEASES

#### KODIAK - MISSISSIPPI CANYON BLOCKS 727/771

#### OPERATING RIGHTS INTEREST

Parish/County:      Plaquemines Parish, Louisiana  
                             Hancock County, Mississippi  
                             Harrison County, Mississippi  
                             Jackson County, Mississippi

Oil and Gas Lease bearing Serial No. OCS-G 24102, effective June 1, 2002, by and between the United States of America, as Lessor, and BP Exploration & Production Inc., as Lessee, covering all of Block 727, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 4,320 acres.

Oil and Gas Lease bearing Serial No. OCS-G 24107, effective June 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production Inc., as Lessee, covering all of Block 771, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INsofar AND ONLY INsofar as the Lease covers those depths lying between 17,500 feet down to the depth of 99,999 feet TVD.

MC 727 and MC 771 Operating Rights (from 17,500' TVDSS down to 99,999' TVDSS) Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>34.9624100%</u>	<u>27.6874790%</u>

Right-of-Way OCS-G 29236

Working Interest
<u>100.00000%</u>

#### Agreements and Instruments:

1. Operating Agreement dated effective September 1, 2007, between BP Exploration & Production Inc., Marubeni Oil & Gas (USA) Inc. and Dominion Exploration & Production Inc., as amended.
2. Unit Operating Agreement for MC 727 Unit dated effective February 1, 2013, between Deep Gulf Energy II, LLC, Eni Petroleum US LLC and Marubeni Oil & Gas (USA) Inc., as amended.



## Schedule I

### LEASES

#### MARMALARD - MISSISSIPPI CANYON BLOCK 255 / 300

##### RECORD TITLE INTEREST

Parish/County:                      Plaquemines Parish, Louisiana  
    Mobile County, Alabama

OCS-G 24064, effective July 1, 2002, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 255, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>8.8529420%</u>

After 20% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>8.5209610%</u>

OCS-G 22868, effective (not stated on lease treated as June 1, 2001), by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 300, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>9.4228710%</u>

After 20% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>9.0696640%</u>

## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Operating Agreement effective June 18, 2008, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC and Deep Gulf Energy II, LLC.
2. Unit Operating Agreement dated February 1, 2012, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore LLC, Stephens Production Company, LLC, Ridgewood Energy Corporations, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC, ILX Prospective Leases, LLC and Crux1, LLC, as amended.

## **Schedule I**

### **LEASES**

#### **NOONAN – DANNY I GARDEN BANKS BLOCK 506**

#### **RECORD TITLE INTEREST**

**Parish/County:** Cameron Parish, Louisiana  
Vermilion Parish, Louisiana

OCS-G 26664, dated effective as of December 1, 2004, between the United States of America, as Lessor, and Remington Oil and Gas, as Lessee, covering all of Block 506, Garden Banks, OCS Official Protraction Diagram, NG 15-02.

Danny I - Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>30.0000000%</u>	<u>26.2500000%</u>

#### **Agreements and Instruments:**

1. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering GB 463, 506, 507 506.
2. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering EC 371 (S/2) and EC 381.
3. Offshore Operating Agreement dated effective November 1, 2010, between Deep Gulf Energy, LP, Deep Gulf Energy II, LLC and Energy Resource Technology GOM, Inc.

## Schedule I

### LEASES

#### ODD JOB - MISSISSIPPI CANYON BLOCKS 214 / 215

##### RECORD TITLE INTEREST

Parish/County:           Plaquemines Parish, Louisiana  
                                  Lafourche Parish, Louisiana  
                                  Baldwin County, Alabama  
                                  Mobile County, Alabama  
                                  Jackson County, Mississippi

OCS-G 24059, effective July 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production, Inc. and Spinnaker Exploration, L.L.C., as Lessees, covering all of Block 214, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interest
----------------------------------

<u>WI</u>	<u>NRI</u>
<u>61.057020%</u>	<u>47.013905%</u>

OCS-G 24060, effective June 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production, Inc. and Spinnaker Exploration, L.L.C., as Lessees, covering all of Block 215, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>54.8750000%</u>	<u>42.2537500%</u>

Right-of-Way OCS-G 29336

Working Interest
------------------

100.0000000%



## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Joint Operating Agreement Odd Job Prospect effective July 1, 2002, between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC covering MC 213, 214 & 215, as amended.
2. Odd Job Unit Operating Agreement effective March 1, 2013, between Eni US Operating Co. Inc., Eni Petroleum US LLC and Deep Gulf Energy II, LLC, as amended.
3. Odd Job Prospect Unit Operating Agreement effective March 2, 2013 between Eni Petroleum US LLC, Ecopetrol America Inc., Calypso Exploration, LLC and Deep Gulf Energy II, LLC, as amended

## Schedule I

### LEASES

#### SOUTH SANTA CRUZ - MISSISSIPPI CANYON BLOCK 563

##### RECORD TITLE INTEREST

Parish/County:      Plaquemines Parish, Louisiana  
                             Lafourche Parish, Louisiana  
                             Mobile County, Alabama

OCS-G 21176, dated effective as of July 1, 1999, between the United States of America, as Lessor, and Elf Exploration, Inc., as Lessee, covering all of Block 563, Mississippi Canyon, OCS Official Protraction Diagram, NG 16-10.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u> <u>w/Royalty</u> <u>Relief</u>	<u>NRI w/o</u> <u>Royalty</u> <u>Relief</u>
<u>40.5000000%</u>	<u>33.2100000%</u>	<u>28.1475000%</u>

##### Agreements and Instruments:

1. Unit Operating Agreement dated effective January 1, 2009, between Noble Energy, Inc., BP Exploration & Production Inc., Red Willow Offshore, LLC and HE&D Offshore, L.P., as amended.
2. Offshore Operating Agreement dated October 10, 2014, between Deep Gulf Energy III, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures I, LLC, Ridgewood South Santa Cruz, LLC and ILX Prospect South Santa Cruz, LLC, as amended

## Schedule I

### LEASES

#### SOB II - MISSISSIPPI CANYON BLOCK 431

#### RECORD TITLE INTEREST

Parish/County:      Plaquemines Parish, Louisiana  
                             Mobile County, Alabama

OCS-G 22877, effective June 1, 2001, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 431, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interests
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Before 10% IRR is Reached
---------------------------

<u>WI</u>	<u>NRI</u>
<u>11.8231100%</u>	<u>9.1849220%</u>

After 10% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985825%</u>	<u>8.8529415%</u>

After 20% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>8.5209610%</u>

#### Agreements and Instruments:

1. Unit Operating Agreement effective April 1, 2011, between LLOG Exploration Offshore, L.L.C., HE&D Offshore, L.P., Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC and Deep Gulf Energy II, LLC, as amended.
2. Operating Agreement effective August 12, 2018, between LLOG Exploration Offshore, LLC, Calypso Exploration, LLC, Crux1, LLC, Kosmos Energy Gulf of Mexico Operations, LLC, Ridgewood Energy Corporation, ILX Prospect Driller, LLC and Houston Energy Deepwater Ventures II, LLC.

## Schedule I

### LEASES

#### TORNADO - GREEN CANYON BLOCK 281

#### OPERATING RIGHTS INTEREST

Parish/County: Terrebonne Parish, Louisiana

OCS-G 33242, dated effective as of June 1, 2009, between the United States of America, as Lessor, and Energy Resource Technology GOM, Inc., as Lessee, covering all of Block 281, Green Canyon, OCS Official Protraction Diagram, NG 15-03 INsofar AND ONLY INsofar as the lease covers NE/4 NW/4 NW/4; S/2 NW/4 NW/4; W/2 NE/4 NW/4; SW/4 NW/4; W/2 SE/4 NW/4; the N/2 NW/4 SW/4 and NW/4 NE/4 SW/4 as it covers the stratigraphic equivalent of the depths between 19,022' SSTVD (19,200' MD) and the deeper of 22,000' SSTVD (20,755' MD) or the top of the salt as recorded on the Baker Hughes Memory Log LWC GR/Resis/Dens Nev 5 in./ 100 ft. Measured Depth on the composite Log of the ERT OCS-G 33242 Well No. 1 ST 1 in Block 281, Green Canyon.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>35.00000%</u>	<u>24.93750%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement dated effective September 30, 2007, between Energy Resource Technology GOM, Inc., and Sojitz GOM Deepwater, Inc., as amended.



## Schedule I

### LEASES

#### WINTERFELL – GREEN CANYON BLOCKS 943 / 944 / 987 / 988

##### RECORD TITLE INTEREST

Parish/County: Terrebonne, Louisiana  
Lafourche Parish, Louisiana

OCS-G 36060, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36061, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36309, dated effective as of June 1, 2018, by and between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC and LLOG Bluewater Holdings, L.L.C. Lessees, covering all of Block 987, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.242026%</u>

OCS-G 35417, dated effective as of June 1, 2014, by and between the United States of America, as Lessor, and Houston Energy, L.P. and Red Willow Offshore, LLC as Lessees, covering all of Block 988, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.502647%</u>

## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Operating Agreement effective November 1, 2019, between BOE Exploration & Production LLC, Beacon Offshore Energy Exploration LLC, Red Willow Offshore, LLC and Houston Energy, L.P., as amended.

## Schedule I

### LEASES

#### GETTYSBURG – DE SOTO CANYON BLOCKS 398 / 399

##### RECORD TITLE INTEREST

Parish/County:       Plaquemines Parish, Louisiana

OCS-G 36283 dated effective as of July 1, 2018, by and between the United States of America, as Lessor, and Deep Gulf Energy III, LLC as Lessee, covering all of Block 398, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>25.00000000%</u>	<u>19.31250000%</u>

OCS-G 37782 dated effective as of April 1, 2024, by and between the United States of America, as Lessor, and Shell Offshore Inc. as Lessee, covering all of Block 399, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>25.00000000%</u>	<u>20.14583000%</u>

##### Agreements and Instruments:

1. Operating Agreement effective January 28, 2025, between Shell Offshore Inc. and Kosmos Energy Gulf of Mexico Operations, LLC.

## Schedule I

### LEASES

#### TIBERIUS – KEATHLEY CANYON 964

##### RECORD TITLE INTEREST

Parish/County: St. Mary Parish, Louisiana  
Iberia Parish, Louisiana  
Vermilion Parish, Louisiana

OCS-G 36694, dated effective as of July 1, 2019, by and between the United States of America, as Lessor, and Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC as Lessees, covering all of Block 964, Keathley Canyon, as shown on OCS Official Protraction Diagram, NG 15-05.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>50.00000000%</u>	<u>40.1251500%</u>

Proposed Right-of-Way OCS-G 29566

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

Proposed Right-of-Way OCS-G 29763

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

##### Agreements and Instruments:

1. Joint Operating Agreement effective August 1, 2022, between Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC, as amended.



**Schedule II**

**WELLS**

<b>Prospect</b>	<b>Block</b>	<b>Lease Number</b>	<b>Well Name/Number</b>	<b>API #</b>	<b>Working Interest</b>	<b>Net Revenue Interest</b>	<b>Net Revenue Interest w/ Royalty Relief</b>	<b>Net Revenue Interest w/o Royalty Relief</b>
Barataria	Mississippi Canyon 521	OCS-G 34441	SS001	608174131300	22.500000%	15.738750%	NA	NA
Gladden	Mississippi Canyon 800	OCS-G 18292	SS001; SS002	608174112701 608174140600	20.000000%	NA	19.600000%	17.100000%
Kodiak	Mississippi Canyon 771	OCS-G 24107	SS002; SS003	608174141900 608174129200	34.962410%	27.687479%	NA	NA
Marmalard	Mississippi Canyon 255	OCS-G 24064	SS001; SS002; SS003; SS003-ST	608174125800 608174130500 608174148900 608174148901	11.398583%	8.852942%	NA	NA
Marmalard	Mississippi Canyon 300	OCS-G 22868	SS001; SS002	608174120600 608174129500	11.398583%	9.422871%	NA	NA
Noonan - Danny I	Garden Banks 506	OCS-G 26664	002	608074028601	30.000000%	26.250000%	NA	NA
Odd Job	Mississippi Canyon 214	OCS-G 24059	002	608174138001	61.057020%	47.013905%	NA	NA
Odd Job	Mississippi Canyon 215	OCS-G 24060	SS001; SS002	608174129101 608174137600	54.875000%	42.253750%	NA	NA
SOB2	Mississippi Canyon 431	OCS-G 22877	SS002	608174120301	11.823110%	NA	10.277764%	9.184922%
South Santa Cruz	Mississippi Canyon 563	OCS-G 21176	SS001	608174130000	40.500000%	NA	33.210000%	28.147500%
Tiberius	Keathley Canyon 964	OCS-G 36694	004; ST00BP01	608084007400 608084007401	50.000000%	40.125150%	NA	NA
Tornado	Green Canyon 281	OCS-G 33242	SS001, SS002, SS003	608114065701 608114069101 60811407801	35.000000%	24.937500%	NA	NA
Winterfell	Green Canyon 943	OCS-G 36060	WA002	608114075301	25.04375%	19.323483%	NA	NA
Winterfell	Green Canyon 944	OCS-G 36061	WA001, WA003, WB001	608114074301 608114077701 608114079001	25.04375%	19.323483%	NA	NA

**EXHIBIT B**  
**TO**  
**MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND**  
**SECURITY AGREEMENT**

WRITTEN CONSENT OF THE SOLE MEMBER  
OF  
KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC

September 24, 2025

The undersigned, being the sole member (the "Sole Member") of KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC, a Delaware limited liability company (the "Company"), hereby adopt the following resolutions by written consent in lieu of a meeting, pursuant to Sections 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 *et seq.* the following resolutions.

CREDIT AGREEMENT RESOLUTIONS

Reference is made to that certain Senior Secured Term Loan Credit Agreement (the "Credit Agreement"; all capitalized terms used but not defined under the heading "Credit Agreement Resolutions" shall have the meanings ascribed to such terms in the Credit Agreement), among the Company, as borrower (in such capacity, the "Borrower"), KOSMOS ENERGY GOM HOLDINGS, LLC, a Delaware limited liability company ("GOM Holdings"), KOSMOS ENERGY GULF OF MEXICO, LLC, a Delaware limited liability company ("Holdings"), KOSMOS ENERGY GULF OF MEXICO MANAGEMENT, LLC, a Delaware limited liability company ("GOM Management" and together with GOM Holdings and Holdings, each a "Guarantor" and collectively, the "Guarantors"), each Lender from time to time party thereto (collectively, the "Lenders" and each individually, a "Lender"), and Ankura Trust Company, LLC, a New Hampshire limited liability company as term loan collateral agent and administrative agent (in such capacities, collectively, the "Agent").

NOW, THEREFORE, BE IT

RESOLVED: That the Credit Agreement, in substantially the form presented to the Sole Member, is hereby authorized, adopted and approved, with such changes, modifications and amendments thereto as may be deemed necessary or appropriate and approved by any of the officers of the Company (the "Authorized Officers").

RESOLVED: That (i) the Fee Letter (the "Fee Letter"), by and among the Borrower and the Agent, (ii) the Term Loan Security Agreement (the "Security Agreement"), by and among the Company, the Guarantors and the Agent, (iii) the Effective Date Term Loan Notes and the Delayed Draw Term Loan Notes (collectively, the "Notes"), from the Borrower in favor of each of the Lenders requesting a Note, (iv) those certain Mortgages, Assignments of Production, Security Agreements, Fixture Filings and Financing Statements dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower located in the State of Alabama (the "AL Mortgages"), (v) those certain Multiple Indebtedness Mortgages, Assignments of Production and Security Agreements, dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower located in the State of Louisiana (the "LA Mortgages"), (vi) those certain Deeds of Trust, Assignments of Production, Security Agreements, Fixture Filings and Financing Statements dated on or about the date hereof from Borrower to the Agent, with respect to certain real properties of Borrower in the State of Mississippi (the "MS Mortgages"), (v) the Shell Hedge Agreement and (vi) the GOM Offtake Agreement between the Borrower and Shell Trading (US) Company, in each case in substantially the forms presented to the Sole Member and reviewed by the Sole Member, are hereby authorized, adopted and approved; and that the Authorized Officers be, and each of them hereby is, authorized to execute and deliver, in the name of and on behalf of the Company,

the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement with such changes, modifications and amendments thereto as may be deemed necessary or appropriate and approved by any of the Authorized Officers, the execution by any such Authorized Officer of the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement being conclusive evidence of his or her approval thereof and his or her authority hereunder.

RESOLVED: That the LA Mortgages shall contain a confession of judgment, a consent to executory process and certain waivers and other provisions customarily required by lenders making loans secured by immovable property in the State of Louisiana.

RESOLVED: That the Authorized Officers be, and each of them hereby is, authorized to execute and deliver, in the name and on behalf of the Company, all such other documents, agreements, borrowing notices, instruments, certificates and the other Loan Documents (as defined in the Credit Agreement) in connection with the Credit Agreement, the Fee Letter, the Security Agreement, the Notes, the AL Mortgages, the LA Mortgages, the MS Mortgages, the Shell Hedge Agreement and the GOM Offtake Agreement, including, any additional security agreements, pledge agreements, subordination agreements, deposit account control agreements, intellectual property security agreements, intellectual property security agreements, officer's certificates and/or the other documents to which the Company is a party (collectively, the "Loan Documents").

RESOLVED: That the Sole Member deems it to be advisable and in the best interests of the Company to enter into the Loan Documents, and the Company will derive substantial direct or indirect benefit from the transactions contemplated therein.

RESOLVED: That in connection with the Loan Documents, the Company is authorized and directed to (i) borrow the Loans, (ii) incur the Obligations, (iii) grant security interests in, liens upon and pledges of, certain of the Company's property and assets (including equity interests owned in its subsidiaries) pursuant to the terms of the Security Agreement, the AL Mortgages, the LA Mortgages, and the MS Mortgages and any other applicable Loan Document, (iv) perform its duties and obligations under the Loan Documents, and (v) authorize the Agent, on behalf of any Lenders, as applicable, to take all such further action to maintain and perfect such liens, and to take such action as is otherwise necessary to effect the purposes of the Loan Documents and to execute and/or authorize (as applicable) any and all security agreements, collateral assignments, certificates, financing statements, including, without limitation, UCC-1 financing statements and any other documents in connection therewith.

RESOLVED: That the Authorized Officers be, and each of them signing singly for and on behalf of the Company hereby is, authorized, empowered and directed to execute (which may be by manual, facsimile or other electronic signature), acknowledge and deliver the Loan Documents, all with such changes in the text, form and terms thereof as in his or her judgment may be deemed necessary or desirable and proper (the necessity or desirability and propriety of such changes to be conclusively evidenced by the execution and delivery of such document).

RESOLVED: That the Authorized Officers of the Company be, and each of them hereby is, authorized to enter into, execute and deliver, from time to time, such amendments (including, without



limitation, amendments increasing or decreasing the amount of credit available or extending the maturity of the same), modifications, extensions, renewals, supplements, consolidations and replacements of any of the Loan Documents, in such form and with such terms as the Authorized Officer executing the same, in his or her sole discretion, shall approve, the execution by any Authorized Officer of any such amendment, modification, extension, renewal, supplement, consolidation or replacement being conclusive evidence of his or her approval thereof and his or her authority hereunder.

RESOLVED: That all actions previously taken by any shareholder, officer, director, manager, member, employee or agent of the Company in connection with, in preparation for, or in furtherance of the transactions authorized by the Sole Member herein, including, without limitation, those actions authorized above in connection with the Loan Documents, be and hereby are ratified, approved and confirmed in all respects.

#### GENERAL RESOLUTIONS

RESOLVED: That the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the officers of the Company to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions.

RESOLVED: That the authority conferred upon the aforesaid Authorized Officers by the above resolutions shall remain in full force and effect until revocation by further resolution of the Sole Member, and any other party to whom the Transaction Documents may be delivered for processing in connection with the transactions contemplated thereby shall be conclusively entitled to rely upon the authority of such Authorized Officer and by his or her execution of any document, certificate or agreement.

RESOLVED: That this Consent may be executed manually, by facsimile or by other electronic signature and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

RESOLVED: That this Consent be in addition to and supplementary of any and all other resolutions of any Company now or hereafter on file with the Agent, and nothing herein contained shall be deemed to amend, revoke or modify any such other resolutions or any of the authority therein contained.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this written consent as of the date first written above.

**KOSMOS ENERGY GULF OF MEXICO  
OPERATIONS, LLC**

BY: KOSMOS ENERGY GULF OF MEXICO  
MANAGEMENT, LLC, AS SOLE MEMBER

By: 

Name: Nealesh D. Shah

Title: Sole Representative

## **EXHIBIT A**

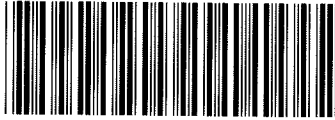
Multiple Indebtedness Mortgage, Assignment of Production and Security Agreement

**MISSISSIPPI MORTGAGE – FOUR (4) RECORDED COPIES**



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**Execution Version**



202519661 47 PGS

OFFICIAL RECORDS JACKSON COUNTY  
Josh Eldridge  
CHANCERY CLERK  
RECORDING FEE: \$78.00  
#202519661 BK: 34 PG: 856-902  
10/02/2025 01:20:24 PM 47 PGS  
JFREEMAN,DC Ropt#23563

**PREPARED BY, AND WHEN  
RECORDED, PLEASE RETURN TO:**

Matthew D. Lea  
Morgan, Lewis & Bockius LLP  
1000 Louisiana Street, Suite 4000  
Houston, Texas 77002  
Phone: 713-890-5107

**REVIEWED FOR COMPLIANCE WITH  
RECORDING REQUIREMENTS:**

Raymond G. Russell, Mississippi Bar # 10479  
Adams & Reese LLP  
300 Renaissance  
1018 Highland Colony Parkway, Suite 800  
Ridgeland, Mississippi 39157  
Phone: 601-353-3234

**DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE  
FILING AND FINANCING STATEMENT**

**KOSMOS ENERGY GULF OF MEXICO  
OPERATIONS, LLC  
(Grantor and Debtor)**

(Organizational ID: 5303207)  
8176 Park Lane, Suite 500  
Dallas, Texas 75231  
Phone Number: (214) 445-9600

**ANKURA TRUST COMPANY, LLC  
(Beneficiary and Secured Party)**

140 Sherman Street  
Fairfield, CT 06824  
Phone Number: (917) 731-5504

**ANN TAYLOR  
(Trustee)**

Address:  
Jones Walker, LLP  
3100 North State Street, Suite 300  
Jackson, MS 39216  
Phone Number: (601) 949-4744

**ATTENTION RECORDING OFFICER:** This instrument is a mortgage of both real/immovable and personal/movable property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code in effect in the State of Mississippi. This instrument creates a lien on rights in or relating to lands of Grantor that are described on Exhibit A attached hereto and made a part hereof and in instruments and documents described on such Exhibit A. File this Instrument as an offshore document. Because the affected Deed of Trust

properties and collateral are located on the outer continental shelf and not on a part of any land lying north of the mean high water of the Gulf of Mexico, no indexing instructions are required.

[See additional COVER PAGE info on Page 2]

**September 24, 2025**

THIS INSTRUMENT IS A MULTIPLE INDEBTEDNESS DEED OF TRUST.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT COVERS THE INTEREST OF GRANTOR IN MINERALS OR THE LIKE (INCLUDING OIL AND GAS) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD. THIS INSTRUMENT COVERS THE INTEREST OF GRANTOR IN FIXTURES. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORDING, AMONG OTHER PLACES, IN THE DEED OF TRUST AND UCC RECORDS. PRODUCTS OF THE COLLATERAL ALSO ARE COVERED.

For purposes of filing this Deed of Trust as a financing statement and a fixture filing, the mailing address of Grantor is c/o Kosmos Energy Ltd., 8176 Park Lane, Suite 500, Dallas, Texas 75231. Kosmos Energy Gulf of Mexico Operations, LLC is a limited liability company organized under the laws of the state of Delaware. Beneficiary's mailing address is 140 Sherman Street, Fairfield, CT 06824. Grantor is the record owner of the Collateral.

\*\*\*\*\*

**DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT,  
FIXTURE FILING AND FINANCING STATEMENT**

**THIS DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT** (this “Deed of Trust”) is entered into as of September 24, 2025 (the “Effective Date”) by KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC, a Delaware limited liability company with offices c/o Kosmos Energy Ltd., 8176 Park Lane, Suite 500, Dallas, Texas 75231 (“Grantor”), represented herein by its undersigned officer, duly authorized by the resolutions attached hereto as Exhibit B, in favor of ANN TAYLOR, as Trustee for the benefit of Ankura Trust Company, LLC, a New Hampshire limited liability company with offices at 140 Sherman Street, Fairfield, CT 06824 (“Beneficiary”), for the benefit of the Secured Parties.

RECITALS

A. This instrument (the “Deed of Trust”) is executed and delivered by Grantor to and in favor of Beneficiary for the benefit of the Secured Parties.

B. Grantor is party to that certain Senior Secured Term Loan Credit Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Grantor, as the borrower, the other Loan Parties party thereto, Beneficiary, as term loan collateral agent and administrative agent, and the lenders from time to time party thereto (the “Lenders”), pursuant to which the Lenders have agreed to make loans and other extensions of credit to the Borrowers for the purposes set forth therein.

C. Grantor and/or certain other Loan Parties have entered, or may enter, into certain agreements regarding Secured Hedge Agreements and the GOM Offtake Agreement (collectively, the “Secured Ancillary Documents”).

D. Beneficiary, the Hedge Providers (as defined in the Credit Agreement) party thereto, Grantor and/or certain other Loan Parties and the other Persons party thereto from time to time, have entered, or may enter, into a Hedge Intercreditor Agreement.

E. Grantor and the other Loan Parties are party to that certain Term Loan Collateral and Guarantee Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Security Agreement”). The Credit Agreement, the Secured Ancillary Documents, the Term Loan Security Agreement, and the other Loan Documents are collectively referred to herein as the “Secured Transaction Documents”.

F. Beneficiary and the other Secured Parties have conditioned their obligations under the Secured Transaction Documents upon the execution and delivery by Grantor of this Deed of Trust, and Grantor has agreed to enter into this Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Grantor hereby

makes this Deed of Trust to Trustee for the benefit of Beneficiary to secure the Obligations and agrees as follows:

## **ARTICLE I**

### **Definitions**

1.1 “Collateral” means the Realty Collateral, Personalty Collateral and Fixture Collateral.

1.2 “Contracts” means all contracts, agreements, operating agreements, farm-out or farm-in agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Hydrocarbons, rights-of-way, easements, surface leases, equipment leases, permits, franchises, licenses, pooling or unitization agreements, and unit or pooling designations and orders now or hereafter affecting any of the Oil and Gas Properties, Operating Equipment, Fixture Operating Equipment or Hydrocarbons now or hereafter covered hereby, or that are useful or appropriate in drilling for, producing, treating, handling, storing, transporting or marketing oil, gas or other minerals produced from any of the Oil and Gas Properties, and all such contracts and agreements as they may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Default Rate” means the default rate per annum set forth in Section 2.05(b) of the Credit Agreement applicable upon the occurrence and during the continuance of an Event of Default, but in no event to exceed the Maximum Lawful Rate.

1.4 “Excluded Property” means the following:

(a) any motor vehicle and other vehicles subject to certificates of title (except to the extent the security interest in such assets can be perfected by the filing of a UCC-1 financing statement);

(b) any assets over which the granting of Liens under the Term Loan Collateral Documents in such assets would be prohibited by contract or agreement (to the extent existing (x) on the Effective Date or (y) at the time such assets are acquired and not entered into in contemplation of such acquisition), applicable law or regulation (other than to the extent that such prohibition would be rendered ineffective pursuant to Miss. Code Ann. §§ 75-9-406, 75-9-407, 75-9-408 and 75-9-409 or any other applicable law) or would require the consent of any Person (other than Grantor or any of its Affiliates) (to the extent such consent right (x) existed on the Effective Date or (y) at the time such assets are acquired and not in contemplation thereof) or would require the consent of any Governmental Authority or regulatory body unless such consent has been obtained (in each case, other than to the extent that such consent requirement would be rendered ineffective pursuant to Miss. Code Ann. §§ 75-9-406, 75-9-407, 75-9-408 and 75-9-409 or any other applicable law); *provided that* any such asset or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as such prohibition or consent requirement is effective and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition or consent requirement is no longer effective;



(c) any lease, license, contract, property right, general intangible, agreement, asset or property to which Grantor is a party or has rights, or which is otherwise subject to a purchase money security interest, or any of its rights or interests thereunder (excluding any oil and gas lease or other Hydrocarbon Interests), if and only for so long as the grant of a Lien under the Term Loan Collateral Documents would constitute or result in a breach, termination or default under, or would invalidate, any such lease, license, contract, property right, general intangible, agreement, asset or property or purchase money arrangement or create a right of termination in favor of any party thereto (other than Grantor or any of its Affiliates) (other than to the extent that any term of such lease, license, contract, property right, general intangible, agreement, asset or property or purchase money arrangement would be rendered ineffective pursuant to Miss. Code Ann. §§ 75-9-406, 75-9-407, 75-9-408 and 75-9-409 or any other applicable law); *provided that* such lease, license, contract, property right or agreement or purchase money arrangement or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as the consequences specified above will result and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such consequences will no longer result;

(d) margin stock (within the meaning of Regulation T, Regulation U or Regulation X);

(e) any governmental permits, franchises, approvals, charters, authorizations or licenses or state or local permits, franchises, approvals, charters, authorizations or licenses, to the extent a grant of a Lien under the Term Loan Collateral Documents in any such permit, franchise, approval, charter, authorization or license is prohibited or restricted thereby (other than to the extent that any such prohibition or restriction would be rendered ineffective pursuant to Miss. Code Ann. §§ 75-9-406, 75-9-407, 75-9-408 and 75-9-409 or any other applicable law); *provided that* any such permit, franchise, approval, charter, authorization or license or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as such prohibition or restriction is effective and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition is no longer effective;

(f) any Excluded Account;

(g) Intellectual Property and licenses, including any “intent-to-use” Trademarks until such time as such Grantor files an amendment to allege use or statement of use and such filing is examined and accepted by the United States Patent and Trademark Office for any such Trademarks;

(h) any Letter of Credit Rights (as defined in the UCC) (other than to the extent a Lien thereon can be perfected by filing an “all assets” UCC-1 or automatically as a supporting obligation for other collateral required to be perfected under the Loan Documents);

(i) any equipment or other asset owned by any Grantor that is subject to a purchase money lien or a Capitalized Lease, in each case, as permitted under the Loan Documents, if the contract or other agreement in which such Lien is granted (or the documentation providing for such Capitalized Lease) prohibits or requires the consent of any Person other than Grantor as a condition to the creation of any other security interest on such equipment or asset, such consent

has not been obtained, and, in each case, such prohibition or requirement is permitted by the Loan Documents;

(j) those assets as to which Beneficiary shall determine (acting at the direction of the Required Lenders), that the cost or other consequence of obtaining a Lien thereon or perfection thereof are excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby; and

(k) any Oil and Gas Properties that are neither related to or attributable to the Hydrocarbon Interests described on Exhibit A nor are classified as Proved Reserves, together with any Property used exclusively in connection with such excluded Oil and Gas Properties; and

(l) any Building (as defined in the applicable Flood Insurance Regulations) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulations) owned by any Loan Party,

provided, that in case of clauses (b) and (c) of this definition, the security interest hereunder shall attach immediately and automatically (without need for any further grant or act) at such time as the conditions described in clause (b) or (c), as applicable, preventing such attachment cease to exist and to the extent severable shall in any event, attach to all rights in respect of such Property that are not subject to the applicable conditions described in clause (b) or (c); provided, further that "Excluded Property" shall (1) not include any right to receive proceeds from the sale or other disposition of Excluded Property or any proceeds, substitutions or replacements of Excluded Property (unless such proceeds, substitutions or replacements would constitute Excluded Property).

1.5 "Event of Default" shall have the meaning set forth in Article V hereof.

1.6 "Fixture Collateral" means all of Grantor's interest now owned or hereafter acquired in and to all Fixture Operating Equipment and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.7 "Fixture Operating Equipment" means any of the items described in the first sentence of Section 1.12 that, as a result of being incorporated into realty or structures or improvements located therein or thereon, constitute fixtures under the laws of Mississippi.

1.8 "Hydrocarbon Interests" means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, fee interests, surface interests, mineral fee interests, overriding royalty interests and other royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature, in each case, which are expressly described on Exhibit A and all other interests of Grantor consisting of Proved Reserves whether now owned or hereafter acquired. Unless otherwise indicated herein, each reference to the term "Hydrocarbon Interests" shall mean Hydrocarbon Interests of Grantor.

1.9 “Hydrocarbons” means oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined or separated therefrom and all other minerals which may be produced and saved from or attributable to the Oil and Gas Properties of Grantor, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests of Grantor or other properties constituting Oil and Gas Properties of Grantor.

1.10 “Obligations” means all obligations (whether now existing or hereafter arising, absolute or contingent, joint, several, or independent) of every nature of each Loan Party from time to time owed to any Agent (including former Agents) or any Lender from time to time outstanding under the Credit Agreement and under the other Loan Documents or otherwise under any Loan, Secured Ancillary Document, including, without limitation, all principal and all interest, fees, premium, expenses, Erroneous Payment Subrogation Rights, and other charges accrued or accruing (or which would, absent commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto, accrue) on or after the commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto at the rate provided for herein or the relevant Loan Document, whether or not such interest, fees, premium, expenses or other charges are allowed or allowable in any such bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto. The maturity date for the payment of the last installment of the Obligations to become due is September 24, 2029, unless extended pursuant to the terms of the Credit Agreement or the other Loan Documents.

1.11 “Oil and Gas Property” or “Oil and Gas Properties” means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests; and (g) all Properties, rights, titles, interests and estates described or referred to above, including any and all tangible Property, real or personal, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells, all permanently abandoned and inactive wells, dry holes or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, pipelines, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters,

apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise indicated herein, each reference to the term "Oil and Gas Properties" shall mean Oil and Gas Properties of Grantor.

1.12 "Operating Equipment" means all surface or subsurface machinery, equipment, facilities, supplies or other Property of whatsoever kind or nature now or hereafter located on any of the Property affected by the Oil and Gas Properties that are useful for the production, treatment, storage or transportation of Hydrocarbons, including all oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumping units and engines, christmas trees, platforms, risers, towers, rigs, derricks, separators, gun barrels, flow lines, pipelines, tanks, gas systems (for gathering, treating and compression), water systems (for treating, disposal and injection), supplies, derricks, wells, power plants, poles, cables, wires, meters, processing plants, compressors, dehydration units, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. "Operating Equipment" shall not include any items incorporated into real/immovable property or realty or structures or improvements located therein or thereon in such a manner that they no longer remain personal/movable property or personalty under the laws of the state in which such equipment is located.

1.13 "Personalty Collateral" means all of Grantor's interest now owned or hereafter acquired in and to all Operating Equipment, all Hydrocarbons severed and extracted from or attributable to the Oil and Gas Properties, including oil in tanks and all other "as-extracted" collateral from or attributable to the Oil and Gas Properties, general intangibles attributable to or specifically held in inventory for use on the Oil and Gas Properties and all accounts (including accounts resulting from the sale of Hydrocarbons at the wellhead), contract rights, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with the sale or other disposition of any Hydrocarbons or otherwise, including all Liens securing the same, all accounts, contract rights and general intangibles attributable to or related to the Oil and Gas Properties and now existing or hereafter arising regardless of whether any of the foregoing is in connection with or resulting from any of the Contracts, including all Liens securing the same, all Contracts, all personal property located on the real property described in Exhibit A, all proceeds and products of the Realty Collateral and any other contracts or agreements, all information concerning the Oil and Gas Properties and all wells located thereon; including abstracts of title, title opinions, geological and geophysical information and logs, lease files, well files, and other books and records (including computerized records and data), any options or rights of first refusal to acquire any Realty Collateral, all As-Extracted Collateral (as defined in the UCC) located in or related to the Oil and Gas Properties, including, without limitation, all As-Extracted Collateral relating to the Hydrocarbon Interests and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.



1.14 “Property” means any property of any kind, whether real/immovable, personal/movable, or mixed and whether tangible or intangible.

1.15 “Realty Collateral” means all of Grantor’s interest now owned or hereafter acquired in and to the Oil and Gas Properties described in Exhibit A, including any access rights, water and water rights, and all unsevered and unextracted Hydrocarbons (even though Grantor’s interest therein may be described incorrectly in, or a description of a part or all of such interest may be omitted from, Exhibit A), any real property rights described in or arising under a Contract to the extent relating to Property described in Exhibit A, whether or not such Contract is filed of record in the relevant Conveyance Records, Deed Records, Deed of Trust Records, Oil and Gas Records, Oil and Gas Lease Records, Real Property Records or other records of any County or the Bureau of Ocean Energy Management, any pipeline easements, rights of way or other real property rights, including those filed of record in the jurisdiction in which this Deed of Trust is filed relating to the Property described in Exhibit A, and all improvements and other constructions, including the Operating Equipment, now or hereafter located on any of the real/immovable property affected by the Oil and Gas Properties.

1.16 “Security Termination” means such time at which a Repayment Event shall have occurred.

1.17 “Trustee” means Ann Taylor of Jones Walker, LLP, whose address for notice hereunder is 3100 North State Street, Suite 300, Jackson, MS 39216, and any successors and substitutes in trust hereunder.

1.18 All capitalized terms used but not otherwise defined herein shall have the meaning set forth for them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles, Sections, Schedules and Exhibits to this Deed of Trust, unless otherwise specified. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Deed of Trust, shall refer to this Deed of Trust as a whole and not to any particular provision of this Deed of Trust. As used herein, the term “including” means “including without limitation.”

## **ARTICLE II**

### **Creation of Security**

2.1 **Conveyance and Grant of Lien.** In consideration of the Obligations, and in further consideration of the mutual covenants contained herein and in the Credit Agreement and the other Secured Transaction Documents, and to secure payment of the Obligations, and the performance of the covenants and obligations herein contained and in consideration of other valuable consideration in hand paid by Beneficiary to Grantor and in consideration of the debts and trusts hereinafter mentioned, the receipt and sufficiency of all of which hereby are acknowledged, Grantor, by these presents, hereby MORTGAGES, AFFECTS, PLEDGES, HYPOTHECATES,

BARGAINS, SELLS, ASSIGNS, TRANSFERS, CONVEYS, GRANTS AND WARRANTS a security interest and lien unto the Trustee, in trust for the benefit of Beneficiary, for the benefit of the Secured Parties, with power of sale and right of entry and possession, in and to all right, title and interest of Grantor in and to the Realty Collateral, the Fixture Collateral and the Personalty Collateral, including all the real/immovable property, personal/movable property, rights, titles, interests and estates constituting Realty Collateral, Fixture Collateral and/or Personalty Collateral; provided, however, that the terms "Realty Collateral", "Fixture Collateral", "Personalty Collateral" or "Collateral" shall in no event include any Excluded Property, and no lien or security interest is granted hereby in any such Excluded Property.

TO HAVE AND TO HOLD Grantor's right, title and interest in and to the Realty Collateral, Fixture Collateral and Personalty Collateral unto Trustee, for the benefit of Beneficiary and their successors, assigns or substitutes forever, together with all and singular the rights, hereditaments and appurtenances thereto in anywise appertaining or belonging, to secure payment of the Obligations and covenants of Grantor contained in this Deed of Trust and the other Secured Transaction Documents. Grantor hereby binds itself, its successors and permitted assigns, to warrant and forever defend its rights, title and interest in and to the Realty Collateral, Fixture Collateral and Personalty Collateral unto the Trustee, for the benefit of Beneficiary, subject in all respects to Permitted Liens, and their successors and permitted assigns, against every Person whomsoever lawfully claiming or to claim the same, or any part thereof.

Subject, however, to the condition that neither the Trustee nor Beneficiary shall be liable in any respect for the performance of any covenant or obligation of Grantor with respect to the Collateral. Any reference in Exhibit A to the name of a well shall not be construed to limit the Collateral to the well bore of such well or in the pro rata units. It is Grantor's intent that this instrument cover Grantor's entire interest in the lands, leases, units and other interests set forth in Exhibit A.

AND without limiting any of the other provisions of this Deed of Trust, to the extent permitted by applicable law, Grantor expressly grants to Trustee for the benefit of Beneficiary, as secured party, a security interest in the portion of the Property owned by Grantor which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions.

Notwithstanding anything contained herein to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation (hereinafter defined)) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Realty Collateral," "Fixture Collateral" or "Personalty Collateral", and no Buildings or Manufactured (Mobile) Homes are encumbered by this Deed of Trust. As used herein, "Flood Insurance Regulations" shall mean the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, the National Flood Insurance Reform Act of 1994 (amending 42 U.S.C. §§ 4001, et seq.), as the same may be amended or recodified from time to time, and the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

**ARTICLE III**  
**Assignment of Production**

3.1 For the purpose of additionally securing the payment of the Obligations and to facilitate the discharge of any of the Obligations and as cumulative of any and all rights and remedies herein provided for, effective as of 7:00 a.m. local time wherein the Collateral is located as of the date hereof, Grantor hereby absolutely, unconditionally and exclusively grants, bargains, sells, transfers, assigns, sets over and conveys unto Trustee, for the benefit of Beneficiary, for the benefit of the Secured Parties, its interest in the Hydrocarbons, together with its share of the proceeds derived from the sale thereof (such proceeds being hereinafter called "proceeds of runs"). Grantor directs and instructs each purchaser of the Hydrocarbons to pay to Beneficiary, all of the proceeds of runs until such time as such purchaser has been furnished evidence that all Obligations has been paid and that the lien evidenced hereby has been released. Grantor authorizes Trustee and/or Beneficiary, to receive and collect all sums of money derived from the proceeds of runs, and no purchaser of the Hydrocarbons shall have the responsibility for the application of any funds paid to Beneficiary.

3.2 Independent of the foregoing provisions and authorities herein granted, Grantor agrees to execute and deliver any and all transfer orders, division orders and other instruments that may be requested by Trustee and/or Beneficiary or that may be required by the purchaser of the Hydrocarbons for the purpose of effectuating payment of Grantor's proceeds of runs to Beneficiary, upon the occurrence and during the continuance of an Event of Default.

3.3 Beneficiary may (at the direction of the Required Lenders), elect to return any part of said funds to Grantor or to deposit the same to Grantor's account without applying it to the Obligations. Upon the occurrence and during the continuance of an Event of Default, the monthly proceeds of Grantor's runs actually received by Beneficiary may be held by Beneficiary and applied in the manner set forth in Section 6.02 of the Credit Agreement.

3.4 The receipt by Beneficiary of any monies for the account of Grantor, including but not limited to money received as proceeds of runs, shall not in any manner change or alter in any respect the obligations of Grantor upon the Obligations, and nothing herein contained shall be construed as limiting Beneficiary to the collection of any of the Obligations out of the proceeds of runs. The Obligations shall continue as the absolute and unconditional obligation of Grantor to pay, as provided in the instruments evidencing the Obligations, the amounts therein specified at their respective maturity dates, whether by acceleration or otherwise.

3.5 Trustee and Beneficiary are hereby absolved from all liability, including liability for Trustee's or Beneficiary's negligence, for failure to enforce collection of the proceeds of runs and from all other responsibility in connection therewith except the responsibility to account to Grantor for funds actually received. Grantor agrees to indemnify and hold Trustee and Beneficiary harmless against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that Trustee or Beneficiary has received, either before or after the payment in full of the Obligations, funds from the sale of Hydrocarbons claimed by third persons, except for third parties who have valid claims. Trustee and Beneficiary shall have the right to defend against any such claims or actions, employing attorneys of its own selection. If not

furnished with indemnity satisfactory to Beneficiary, Trustee and Beneficiary shall have the right to compromise and adjust any such claims, actions and judgments, and, in addition to the rights to be indemnified as herein provided, all amounts paid by Trustee, Beneficiary or any Secured Party in compromise, satisfaction or discharge of any such claim, action or judgment and all court costs, attorneys' fees and other expenses of every character incurred by Trustee, Beneficiary or any Secured Party shall be a demand obligation owing by Grantor, shall be secured by the lien and security interest evidenced by this instrument and shall bear interest on each such amount from the date that the same is expended, advanced or incurred by Trustee or Beneficiary until the date of written demand or request by Trustee or Beneficiary for the reimbursement of same, at a rate of interest equal to the lesser of (i) the maximum lawful rate of interest permitted by applicable usury laws, now or hereafter enacted, which interest rate shall change when and as said laws shall change to the extent permitted by said laws, effective on the day such change in said laws becomes effective (herein called the "Maximum Lawful Rate") or (ii) the Default Rate. Any provision to the contrary herein contained notwithstanding, the rate of interest contracted for, charged or received by Trustee or Beneficiary hereunder shall never exceed the Maximum Lawful Rate.

3.6 Each of the provisions of this Article III shall be deemed a covenant running with the land and shall be binding upon Grantor, its successors and assigns, and inure to the benefit of Trustee and/or Beneficiary, its successors and assigns.

3.7 The foregoing assignment shall not cause Trustee and/or Beneficiary to be: (a) a Trustee and/or Beneficiary in possession; (b) responsible or liable for the control, care, management, operation or repair of the Collateral or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of any Contract or lease in the Oil and Gas Properties; (c) responsible or liable for any waste committed on the Collateral by Grantor under any of the Contracts or leases in the Oil and Gas Properties or by any other party; for any dangerous or defective condition of the Collateral; or for any negligence in the management, upkeep, repair or control of the Collateral resulting in loss or injury or death to any person; or (d) responsible for or impose upon Trustee and/or Beneficiary any duty to produce Hydrocarbons, rents, profits, runs, or proceeds of runs. Trustee and/or Beneficiary shall not directly or indirectly be liable to Grantor or any other person as a consequence of: (a) the exercise or failure to exercise any of the rights, remedies or powers granted to Trustee and/or Beneficiary hereunder; or (b) the failure or refusal of Trustee and/or Beneficiary to perform or discharge any obligation, duty or liability of Grantor arising under the Contracts or leases in the Oil and Gas Properties. The exclusions from liability contained herein are intended to apply to liability for Trustee and/or Beneficiary's negligence except for gross negligence or willful misconduct, as found by a final and non-appealable judgment of a court of competent jurisdiction.

3.8 Grantor hereby appoints Trustee for the benefit of Beneficiary as its attorney-in-fact to pursue any and all rights of Grantor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons during the continuation of an Event of Default. In addition to the Liens granted to the Trustee and/or Beneficiary in Section 2.1, Grantor hereby further pledges and collaterally transfers and assigns to Trustee for the benefit of Beneficiary, for the benefit of the Secured Parties, any and all such Liens, security interests, financing statements or similar interests of Grantor attributable to its interest in the As-Extracted Collateral, any other



Hydrocarbons and proceeds of runs therefrom arising under or created by any statutory provision, judicial decision or otherwise. The power of attorney granted to Trustee for the benefit of Beneficiary in this Section 3.8, being coupled with an interest, shall be irrevocable until the Security Termination has occurred.

3.9 Notwithstanding the foregoing, (i) until such time as an Event of Default has occurred and is continuing, but subject to the provisions of the Credit Agreement, Beneficiary hereby grants to Grantor a license to sell its respective Hydrocarbons and receive proceeds from the sale of such Hydrocarbons, which license shall automatically terminate upon such Event of Default and for so long as the same continues, and (ii) Beneficiary has agreed not to exercise its right to receive direct delivery of Hydrocarbons and payment of proceeds immediately but rather, each party producing, purchasing or receiving Hydrocarbons may continue to make such deliveries or payments to such Grantor until such time as such party has received notice from Beneficiary that an Event of Default has occurred and is continuing and that such party is directed to make delivery or payment directly to Beneficiary.

#### **ARTICLE IV** **Grantor's Warranties and Covenants**

4.1 **Representations and Warranties.** Grantor represents and warrants as follows (provided, however, that such representations and warranties with respect the representations in the following clause (d) shall be limited to the Mortgagor's knowledge to the extent relating to Collateral for which the Mortgagor is not the operator of the related Oil & Gas Properties):

(a) *Title to Collateral.* Grantor has good and defensible title to the Collateral free from all Liens except for Permitted Liens.

(b) *Production Burdens, Expenses and Revenues.* Grantor's ownership of the Hydrocarbons and the undivided interests therein as specified in Exhibit A will, after giving full effect to the Permitted Liens and after giving full effect to any instruments or agreements affecting Grantor's ownership of the Hydrocarbons, afford Grantor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Hydrocarbons specified as net revenue interest in set forth in the most recently delivered Reserve Report, and will cause Grantor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest as set forth in the most recently delivered Reserve Report, of the costs of drilling, developing and operating the wells identified in Exhibit A. Any fractional percentage or decimal interests specified in Exhibit A in referring to Grantor's interest in the Collateral are solely for the purposes of the warranties set forth above and shall in no manner limit the quantum of the interests of Grantor in the Collateral pledged by Grantor hereunder.

(c) *Not a Foreign Person.* Grantor 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. Grantor is not a non-resident alien, foreign corporation,

foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

(d) *Rentals; Leases.* All material rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Collateral have been duly paid or provided for (except for those amounts being contested by Grantor in good faith and for which adequate reserves have been maintained in accordance with GAAP), and all leases or subleases comprising a part of the Oil and Gas Properties are valid and subsisting, in full force and effect, and there exists no default or event or circumstance which with the giving of notice or the passage of time or both would give rise to a material default under any such lease or leases, except with respect to any such Collateral that is no longer capable of producing Hydrocarbons in economically reasonable amounts or to the extent such leases have expired in accordance with their terms.

(e) *Power to Create Lien and Security.* Grantor has full power and lawful authority to grant, bargain, sell, assign, transfer, mortgage and convey a security interest in all of the Collateral in the manner and form herein provided. No authorization, approval, consent or waiver of any lessor, sublessor, Governmental Authority or other party or parties whomsoever that has not been obtained is required in connection with the execution and delivery by Grantor of this Deed of Trust with respect to any Collateral.

#### 4.2 **Further Assurances.**

(a) Grantor covenants that Grantor shall execute and deliver such other and further instruments and documents, and shall do such other and further acts as are reasonable necessary (or as Trustee and/or Beneficiary may reasonably request) to carry out more effectively the purposes of this Deed of Trust, including without limiting the generality of the foregoing, prompt correction of any defect in the execution or acknowledgment of this Deed of Trust, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; prompt correction of any defect which may hereafter be discovered in the title to the Collateral which could reasonably be expected to have a Material Adverse Effect and prompt execution and delivery of all division or transfer orders or other instruments which are required to transfer to Trustee, for the benefit of Beneficiary, and/or to Beneficiary the assigned proceeds from the sale of Hydrocarbons from the Oil and Gas Properties.

(b) Grantor covenants that Grantor shall maintain and preserve the first priority Lien and security interest herein created as a valid Lien so long as Security Termination has not occurred, subject in all respects to Permitted Liens.

4.3 **Operation by Third Parties.** As to any part of the Collateral which is operated by a party other than Grantor, until the Security Termination has occurred, Grantor shall at Grantor's own expense, use reasonable commercial efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Collateral, regardless of whether Grantor is the operator of the Oil and Gas Properties, except as expressly permitted by the Credit Agreement.

4.4 **Recording.** Grantor shall, at Grantor's own expense, record, register, deposit and file this Deed of Trust and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places as are necessary or appropriate, including in the state where Grantor is registered as a limited liability company and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a valid lien and security interest (subject in all respects to Permitted Liens) on real or immovable personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the lien and security interest created hereby in and on the Collateral.

## **ARTICLE V**

### **Default**

5.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an "Event of Default" under this Deed of Trust.

## **ARTICLE VI**

### **Beneficiary's and Trustee's Rights**

#### **6.1 Rights to Realty Collateral Upon Default.**

(a) *Operation of Property by Beneficiary and/or Trustee.* Upon the occurrence and during the continuance of any Event of Default, and in addition to all other rights of Trustee and/or Beneficiary, Trustee and/or Beneficiary shall, to the extent permitted by applicable law and, have the following rights and powers (but no obligation):

(i) To enter upon and take possession of any of the Realty Collateral and exclude Grantor therefrom;

(ii) To hold, use, administer, manage and operate the Realty Collateral to the extent that Grantor could do so, and without any liability to Grantor in connection with such operations; and

(iii) To the extent that Grantor could do so, to collect, receive and receipt for all Hydrocarbons produced and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, to drill additional wells, and to exercise every power, right and privilege of Grantor with respect to the Realty Collateral.

Trustee and/or Beneficiary may designate any person, firm, corporation or other entity to act on their behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development (including costs of unsuccessful workover operations or additional wells) have been paid, and Security Termination has occurred, the Liens created by this Deed of Trust shall be released.

(b) *Judicial Proceedings.* Upon the occurrence and during the continuance of any Event of Default, Beneficiary and/or Trustee may proceed by a suit or suits, in equity or at law for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, for the enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Mississippi or on the outer continental shelf adjacent to the State of Mississippi, Beneficiary and/or Trustee may proceed by suit for a judicial sale of the Realty Collateral; or without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all or any part of the Collateral to be immediately seized and sold by ordinary or executory process issued by any competent court, either with or without appraisal, and without the necessity of making demand upon Grantor in default, all of which are expressly waived by Grantor.

(c) *Foreclosure by Private Power of Sale of Collateral.* Upon the occurrence and during the continuance of any Event of Default, Beneficiary shall have the right and power to direct the Trustee to sell, as Beneficiary may elect, all or a portion of the Collateral at one or more sales as an entirety or in parcels, in accordance with and as permitted by any applicable state law. Trustee, at the request of Beneficiary, may sell the Realty Collateral and Fixture Collateral or any part thereof at one or more public sales at the courthouse of the county in which the is situated, at public outcry, to the highest bidder for cash, and, to the extent allowed by law in bar of the right and equity of redemption, statutory right of redemption, homestead, dower, appraisal, stay, elective share and all other rights and exemptions of every kind, all of which are hereby expressly waived by Grantor, in order to pay the secured indebtedness and all expenses of sale and of all proceedings in connection therewith, including reasonable attorney's fees, after advertising the time, place and terms of sale at least once a week for three (3) consecutive weeks preceding the date of such sale in some newspaper published in the county in which the Realty Collateral and Fixture Collateral or any part thereof is located, or if no newspaper is published in such county, then in a newspaper of general circulation therein, and by posting one notice of such sale at the courthouse where such sale is to be held. Such notice and advertisement will disclose the name of Grantor. Grantor hereby designates as Grantor's address for the purpose of notice the address set out in Section 7.15; provided that Grantor may by written notice to Beneficiary designate a different address for notice purposes. Any purchaser or purchasers will be provided with a general warranty conveyance (but subject to Permitted Liens) binding Grantor and Grantor's successors and assigns. Sale of a part of the Realty Collateral will not exhaust the power of sale, and sales may be made from time to time until all of the Realty Collateral is sold or Security Termination has occurred. Beneficiary and/or Trustee will have the authority to appoint an attorney-in-fact to act as trustee in conducting the foreclosure sale and executing a deed to the purchaser or purchasers.

(d) *Foreclosure for Installments.* Upon the occurrence and during the continuance of any Event of Default, then to the extent provided by applicable law,

Beneficiary and/or Trustee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Obligations which have not been paid when due either through the courts or by proceeding with foreclosure in satisfaction of the matured but unpaid portion of the Obligations as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest and other Obligations then due; such sale may be made subject to the unmatured portion of the Obligations, and any such sale shall not in any manner affect the unmatured portion of the Obligations, but as to such unmatured portion of the Obligations this Deed of Trust shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Obligations, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Obligations without exhausting the power to foreclose and sell the Collateral for any subsequently maturing portion of the Obligations.

(e) *Certain Aspects of Sale.* Beneficiary will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Beneficiary as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of an Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, the appointment of any successor Beneficiary or Trustee (as appropriate) hereunder and the truth and accuracy of all other matters stated therein. Grantor does hereby ratify and confirm all legal acts that Beneficiary and/or Trustee may do in carrying out Beneficiary's and/or Trustee's duties and obligations under this Deed of Trust, and Grantor hereby irrevocably appoints Beneficiary and/or Trustee (as appropriate), with full power of substitution, to be the attorney in fact of Grantor and in the name and on behalf of Grantor, to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Grantor ought to execute and deliver and do and perform any and all such acts and things which Grantor ought to do and perform under the covenants herein contained and generally to use the name of Grantor in the exercise of all or any of the powers hereby conferred on Beneficiary and/or Trustee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Beneficiary and/or Trustee, or any public officer acting under execution or by order of court, to have physically present or constructively in his possession any of the Collateral, and Grantor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(f) *Receipt to Purchaser.* Upon any sale made under the power of sale herein granted, the receipt of Beneficiary and/or Trustee will be sufficient discharge to the purchaser or purchasers at any sale for its purchase money, and such purchaser or



purchasers, will not, after paying such purchase money and receiving such receipt of Beneficiary and/or Trustee, be obligated to see to the application of such purchase money or be responsible for any loss, misapplication or non-application thereof.

(g) *Effect of Sale.* Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Grantor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Grantor, Grantor's successors or assigns, and against any and all Persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Grantor, or Grantor's successors or assigns. Nevertheless, if requested by Beneficiary and/or Trustee so to do, Grantor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Grantor agrees that if Grantor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Grantor will be considered a tenant at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Grantor.

(h) *Application of Proceeds.* The proceeds of any sale of the Realty Collateral or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall be applied in the manner set forth in Section 6.02 of the Credit Agreement.

(i) *Grantor' Waiver of Appraisement and Marshalling.* Grantor agrees, to the full extent that Grantor may lawfully so agree, that Grantor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Deed of Trust or pursuant to the decree of any court of competent jurisdiction; and Grantor, for Grantor and all who may claim through or under Grantor, hereby waives the benefit of all such laws and, to the extent that Grantor may lawfully do so under any applicable law of the State of Mississippi, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Grantor agrees that Beneficiary and/or Trustee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Beneficiary and/or Trustee may direct.

(j) *Other Waivers.*

(i) Beneficiary and/or Trustee may resort to any security given by this Deed of Trust or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as Beneficiary and/or Trustee (acting at the direction of

the Required Lenders), and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or liens created by this Deed of Trust.

(ii) Grantor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Grantor hereby authorizes Beneficiary and/or Trustee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisal (appraisal being hereby expressly waived) either in its entirety or in lots, or parcels as Beneficiary and/or Trustee may determine to the highest bidder for cash or on such terms as Beneficiary and Trustee may direct, Grantor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(iii) Grantor waives the provisions of Miss. Code Ann. §89-1-55 as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time.

(k) *Applicable Law.* If any law referred to herein and now in force, of which Grantor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof

6.2 **Rights to Personalty Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Beneficiary and/or Trustee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the Mississippi Uniform Commercial Code (Miss. Code Ann. §§ 75-9-101 et seq.) as amended, modified or succeeded, and under all other applicable laws of Mississippi and this Deed of Trust. To the extent permitted by applicable laws, Beneficiary and/or Trustee shall have the right to take possession of the Personalty Collateral, and for this purpose Beneficiary and/or Trustee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Grantor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Beneficiary and/or Trustee may require Grantor to assemble the Personalty Collateral and make it available to Beneficiary and/or Trustee at a place to be designated by Beneficiary and/or Trustee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary and/or Trustee will send Grantor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed, postage prepaid, to Grantor at the address designated in Section 7.15 hereof (or such other address as has been designated as provided herein) at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Beneficiary and/or Trustee will be entitled to recover attorneys' fees and legal expenses as provided for in this

Deed of Trust and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Grantor shall remain liable for any deficiency remaining after the sale or other disposition. Grantor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

6.3 **Rights to Fixture Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Beneficiary and/or Trustee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

6.4 **Other Rights.** In addition to the rights as described in Sections 6.1, 6.2 and 6.3, upon the occurrence and during the continuance of any Event of Default, Beneficiary and/or Trustee may take such other action, without notice or demand, to protect and enforce its rights against Grantor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise (at the direction of the Required Lenders), without impairing or otherwise affecting the other rights and remedies of Beneficiary and/or Trustee: institute proceedings for the complete foreclosure of this Deed of Trust, in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Deed of Trust for the portion of the Obligations then due and payable, subject to the continuing Lien of this Deed of Trust for the balance of the Obligations not then due; or institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Deed of Trust; or apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Grantor or of any Person liable for the payment of the Obligations; or pursue such other remedies as Beneficiary and/or Trustee may have under applicable law.

6.5 **Reserved.**

6.6 **Account Debtors.** Beneficiary and/or Trustee may after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Beneficiary and/or Trustee and contact account debtors directly to verify information furnished by Grantor. Beneficiary and/or Trustee shall not have any obligation to preserve any rights against prior parties.

6.7 **Costs and Expenses.** All sums advanced or costs or expenses incurred by Beneficiary and/or Trustee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Grantor to Beneficiary as part of the Obligations. Grantor hereby agrees to repay such sums on demand plus interest thereon from the date of the advance or incurrence until reimbursement of Beneficiary and/or Trustee at the Reimbursement Rate.

6.8 **Set-Off.** Upon the occurrence and during the continuance of any Event of Default, Beneficiary shall have the right to set-off any funds of Grantor in the possession of Beneficiary against any amounts then due by Grantor to Beneficiary pursuant to the Deed of Trust.

6.9 **Resignation of Operator.** In addition to all rights and remedies under this Deed of Trust, at law and in equity, upon the occurrence and during the continuance of any Event of Default, if Beneficiary and/or Trustee shall exercise any remedies under this Deed of Trust with respect to any particular Oil and Gas Property (or Grantor shall transfer such Oil and Gas Property "in lieu of" foreclosure) whereupon Grantor is divested of its title to such Oil and Gas Property, the Trustee and/or Beneficiary shall have the right to request that any operator of such Oil and Gas Property which is either Grantor or any Affiliate of Grantor resign as operator under the joint operating agreement applicable to such Oil and Gas Property, and no later than 60 days (or such earlier time as may be permitted by the applicable joint operating agreement) after receipt by Grantor of any such request, Grantor shall resign (or, to the extent it is able to do so, cause such other Person to resign) as operator of such Oil and Gas Property.

6.10 **Inapplicability of Certain Provisions.** Anything herein contained to the contrary notwithstanding, the provisions of this Deed of Trust relative to powers of sale, the rule against perpetuities and other provisions which pertain to rights or remedies not recognized under Mississippi law, shall have no effect.

## **ARTICLE VII**

### **Miscellaneous**

7.1 **Advances by Beneficiary.** Each and every covenant of Grantor herein contained shall be performed and kept by Grantor solely at Grantor's expense. If Grantor fails to perform or keep any of the covenants of whatsoever kind or nature contained in this Deed of Trust, Beneficiary (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Grantor's behalf, and Grantor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand plus interest thereon from the date of the advance until reimbursement of Beneficiary. In addition, Grantor hereby agrees to repay on demand any reasonable out-of-pocket costs, expenses and attorney's fees incurred by Beneficiary which are to be obligations of Grantor pursuant to, or allowed by, the terms of this Deed of Trust, including such reasonable out-of-pocket costs, expenses and attorney's fees incurred pursuant hereto, plus interest thereon from the date of the advance by Beneficiary until reimbursement of Beneficiary. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Grantor from any default hereunder.

7.2 **Defense of Claims.** Grantor shall promptly notify Beneficiary in writing of the commencement of any legal proceedings affecting Grantor's title to the Collateral or Beneficiary's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Beneficiary, as may be necessary to preserve Grantor's and Beneficiary's rights affected thereby. If Grantor fails or refuses to adequately or vigorously, in the sole judgment of Beneficiary, defend Grantor's or Beneficiary's rights to the Collateral, Beneficiary may take

such action on behalf of and in the name of Grantor and at Grantor's expense. Moreover, Beneficiary may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All reasonable out-of-pocket costs, expenses and attorneys' fees incurred by Beneficiary pursuant to this Section 7.2 or in connection with the defense by Beneficiary of any claims, demands or litigation relating to Grantor, the Collateral or the transactions contemplated in this Deed of Trust shall be paid by Grantor as provided in Section 7.1.

7.3 **Defense of Deed of Trust.** If the validity or priority of this Deed of Trust or of any rights, titles, liens, privileges or security interests created or evidenced hereby with respect to the Collateral or any part thereof or the title of Grantor to the Collateral shall be attacked directly or indirectly or if any legal proceedings are instituted against Grantor with respect thereto, Grantor will give prompt written notice thereof to Beneficiary and at Grantors' own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all commercially reasonable steps for the defense of such legal proceedings. Beneficiary (whether or not named as party to legal proceedings with respect thereto), is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Deed of Trust and the rights, titles, privileges, liens and security interests created or evidenced hereby, including but not limited to the employment of independent counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Collateral and the removal of prior liens or security interests (other than Permitted Liens), and all expenditures so made of every kind and character shall be an Obligation (which obligation Grantor hereby expressly promises to pay) owing by Grantor to Beneficiary.

7.4 **Termination.** If Security Termination has occurred, then all of the Collateral will revert to Grantor and the entire estate, right, title and interest of Beneficiary will thereupon cease; and Beneficiary in such case shall, upon the written request of Grantor and the payment by Grantor of all reasonable attorneys' fees and other expenses, deliver to Grantor proper instruments acknowledging satisfaction of this Deed of Trust.

7.5 **Renewals, Amendments and Other Security.** Without notice or consent of Grantor, renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to agreements relating to any part of such written instruments or the Collateral. Beneficiary may take or hold other security for the Obligations without notice to or consent of Grantor. The acceptance of this Deed of Trust by Beneficiary shall not waive or impair any other security Beneficiary may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. Beneficiary may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Deed of Trust. This Deed of Trust may not be amended, waived or modified except in a written instrument executed by both Grantor and Beneficiary.



7.6 **Security Agreement, Financing Statement and Fixture Filing.** This Deed of Trust shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. **AS A FINANCING STATEMENT AND AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL, AND SUBJECT TO SUBSECTION (4) OF SECTION 7-9A-301 OF THE MISSISSIPPI UNIFORM COMMERCIAL CODE (Miss. Code Ann. § 75-9-301(4)), AS AMENDED, MODIFIED OR SUCCEDED, THIS DEED OF TRUST IS INTENDED TO COVER ALL PERSONALTY COLLATERAL INCLUDING GRANTOR'S INTEREST IN ALL HYDROCARBONS AS AND AFTER THEY ARE EXTRACTED AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF AT THE WELLHEAD. THIS DEED OF TRUST SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL INCLUDED WITHIN THE COLLATERAL. THIS DEED OF TRUST 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 MISSISSIPPI UNIFORM COMMERCIAL CODE.** This Deed of Trust shall be filed in the real estate/chancery court (mortgage and conveyance) records or other appropriate records of the county or counties in the state in which any part of the Realty Collateral and Fixture Collateral is located as well as the Uniform Commercial Code records or other appropriate office of the state in which any Collateral is located. Beneficiary hereby is authorized to file financing statements covering the Personalty Collateral, including all Hydrocarbons sold at the wellhead, and Fixture Collateral, which financing statements may be filed in the Uniform Commercial Code records or other appropriate office of the county or state in which any of the Collateral is located or is adjacent to such county or state or in any other location permitted or required to perfect Beneficiary's security interest under the Uniform Commercial Code. In addition, Grantor hereby irrevocably authorizes Beneficiary and any affiliate, employee or agent thereof, at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statement or document and amendments thereto, without the signature of Grantor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Deed of Trust. A photographic or other reproduction of this Deed of Trust shall be sufficient as a financing statement.

7.7 **Authentic Evidence.** Any and all declarations of facts made by authentic act before a notary public in the presence of two (2) witnesses by a Person declaring that such facts lie within his or its knowledge, shall constitute authentic evidence of such facts for the purpose of executory process. Grantor specifically agrees that such an affidavit by a representative of Beneficiary as to the existence, amount, terms and maturity of the Obligations and of a default thereunder shall constitute authentic evidence of such facts for the purpose of executory process.

7.8 **Unenforceable or Inapplicable Provisions.** If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will

remain in full force and effect and will be liberally construed in favor of Beneficiary in order to carry out the provisions hereof.

7.9 **Rights Cumulative.** Each and every right, power and remedy herein given to Beneficiary will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Beneficiary, and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by Beneficiary in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

7.10 **Discontinuance of Proceedings.** If Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under any Secured Transaction Document or available at law and shall thereafter elect to discontinue or abandon same for any reason, then it shall have the unqualified right so to do and, in such an event, the parties shall be restored to their former positions with respect to the Obligations, this Deed of Trust, the Credit Agreement, the Collateral and otherwise, and the rights, remedies, recourses and powers of Beneficiary shall continue as if same had never been invoked.

7.11 **Waiver by Beneficiary.** Any and all covenants in this Deed of Trust may from time to time by instrument in writing by Beneficiary (acting at the direction of the Required Lenders), be waived, but no such waiver will ever affect or impair Beneficiary's rights hereunder, except to the extent specifically stated in such written instrument.

7.12 **Terms.** The term "Grantor" as used in this Deed of Trust will be construed as singular or plural to correspond with the number of Persons executing this Deed of Trust as Grantor. If more than one Person executes this Deed of Trust as Grantor, his, her, its, or their duties and liabilities under this Deed of Trust will be joint and several. The terms "Beneficiary" and "Grantor" as used in this Deed of Trust include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Deed of Trust which are defined in the Uniform Commercial Code of Mississippi are used with the meanings therein defined.

7.13 **Counterparts.** This Deed of Trust may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular counties, counterpart portions of Exhibit A that describe Properties situated in counties other than the counties in which such counterpart is to be recorded may have been omitted.

7.14 **Governing Law.** This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Mississippi.

7.15 **Notice.** All notices required or permitted to be given by Grantor or Beneficiary shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Grantor: Kosmos Energy Gulf of Mexico Operations, LLC  
c/o Kosmos Energy Ltd.  
8176 Park Lane, Suite 500  
Dallas, Texas 75231  
Attention: General Counsel  
Telephone: (214) 445-9600  
Email address: kosmosgeneralcounsel@kosmosenergy.com

With a copy to: O'Melveny & Myers LLP  
2801 N. Harwood Street, Suite 1600  
Dallas, Texas 75201  
Attention: Jason A. Schumacher  
Telephone: (972) 360-1942  
Email address: jschumacher@omm.com

Beneficiary: Ankura Trust Company, LLC  
140 Sherman Street  
Fairfield, CT 06824  
Attn: Krista Gulalo  
Email: krista.gulalo@ankura.com

With a copy to: Cahill Gordon & Reindel LLP  
32 Old Slip  
New York, NY 10005  
Attention: Jordan Wishnew  
Telephone: (212) 701-3450  
Email address: JWishnew@cahill.com

7.16 **Condemnation**. All awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Beneficiary. Beneficiary hereby is authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Grantor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Beneficiary free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may at the option of Beneficiary (acting at the direction of the Required Lenders), be retained and applied by Beneficiary after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Grantor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

7.17 **Successors and Assigns.**

(a) This Deed of Trust is binding upon Grantor, Grantor's successors and assigns, and shall inure to the benefit of Beneficiary and its permitted successors and assigns, and the provisions hereof shall likewise be covenants conning with the land.

(b) To the extent permitted by the Credit Agreement, this Deed of Trust shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the legal transfer or assignment by Beneficiary of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to Beneficiary under this Deed of Trust. Grantor specifically agrees that, upon any transfer of all or any portion of the Obligations permitted by the Credit Agreement, this Deed of Trust shall secure with retroactive rank the existing Obligations of Grantor to the transferee and any and all Obligations to such transferee thereafter arising.

7.18 **Section Headings.** The article and section headings in this Deed of Trust are inserted for convenience of reference and shall not be considered a part of this Deed of Trust or used in its interpretation.

7.19 **Instrument Construed as Mortgage, etc.** This Deed of Trust may be construed as a mortgage of both real/immovable and personal/movable property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

7.20 **Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Deed of Trust so that the terms and provisions of this Deed of Trust do not conflict with the terms and provisions of the Credit Agreement and the Commercial Contracts; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Deed of Trust conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Deed of Trust of terms and provisions, supplemental rights or remedies in favor of Beneficiary not addressed in the Credit Agreement shall not be deemed to be a conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

7.21 **Due Authorization.** Grantor hereby represents, warrants and covenants to Beneficiary that the obligations of Grantor under this Deed of Trust are the valid, binding and legally enforceable obligations of Grantor, that the execution, sealing and delivery of this Deed of Trust by Grantor has been duly and validly authorized in all respects by Grantor, and that the persons who are executing and delivering this Deed of Trust on behalf of Grantor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Deed of Trust on Grantor's part to be observed or performed.

7.22 **No Offsets, Etc.** Grantor hereby represents, warrants and covenants to Beneficiary that there are no offsets, counterclaims or defenses at law or in equity against this Deed of Trust or the indebtedness secured thereby.

7.23 **Trustee.**

(a) **Duties, Rights, and Powers of Trustee.** The Trustee shall have no duty to see to any recording, filing or registration of this Deed of Trust or any other instrument in addition or supplemental thereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge that may be levied or assessed on the Property secured hereunder, or any part thereof, or against any Grantor, or to see to the performance or observance by the applicable Grantor of any of the covenants and agreements contained herein. The Trustee shall not be responsible for the execution, acknowledgment or validity of this Deed of Trust or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of Beneficiary. The Trustee shall have the right to consult with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. The Trustee shall not incur any personal liability hereunder except for the Trustee's own willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by the Trustee in good faith to be genuine.

(b) **Successor Trustee.** The Trustee may resign by written notice addressed to Beneficiary or be removed at any time with or without cause by an instrument in writing duly executed on behalf of Beneficiary. In case of the death, resignation or removal of the Trustee, a successor may be appointed by Beneficiary by instrument of substitution complying with any applicable governmental requirements, or, in the absence of any such requirement, without formality other than appointment and designation in writing. Written notice of such appointment and designation shall be given by Beneficiary to Grantor, but the validity of any such appointment shall not be impaired or affected by failure to give such notice or by any defect therein. Such appointment and designation shall be full evidence of the right and authority to make the same and of all the facts therein recited. Upon the making of any such appointment and designation, this Deed of Trust shall vest in the successor all the estate and title in and to all of the Property secured hereunder, and the successor shall thereupon succeed to all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee named herein, and one such appointment and designation shall not exhaust the right to appoint and designate an additional successor but such right may be exercised repeatedly until termination has occurred. To facilitate the administration of the duties hereunder, Beneficiary may appoint multiple trustees to serve in such capacity or in such jurisdictions as Beneficiary may designate.

(c) **Retention of Moneys.** All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent



required by law) and the Trustee shall be under no liability for interest on any moneys received by said Trustee.

7.24 **Exculpation Provisions.** Each of the parties hereto specifically agrees that it has a duty to read this Deed of Trust; and agrees that it is charged with notice and knowledge of the terms of this Deed of Trust; that it has in fact read this Deed of Trust and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Deed of Trust; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of this Deed of Trust; and has received the advice of its attorney in entering into this Deed of Trust; and that it recognizes that certain of the terms of this Deed of Trust result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Deed of Trust on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."

7.25 **Collateral Agent.** Ankura Trust Company, LLC has or will be appointed as Beneficiary and Collateral Agent for the Secured Parties hereunder. It is expressly understood and agreed by Grantor that any authority conferred upon Beneficiary and the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Collateral Agent pursuant to the Credit Agreement and the Hedge Intercreditor Agreement, and that Beneficiary and the Collateral Agent have agreed to act (and any successor Beneficiary and Collateral Agent shall act) as such hereunder only on the express conditions contained in the Credit Agreement and the Hedge Intercreditor Agreement. Any successor Collateral Agent appointed pursuant to the Credit Agreement or the Hedge Intercreditor Agreement shall be entitled to all the rights, interests and benefits of Beneficiary and the Collateral Agent hereunder. In the performance of any obligations set forth herein, Beneficiary shall be entitled to all of the rights, benefits, protections, indemnities and immunities afforded to it under the Secured Transaction Documents.

7.26 **Acceptance by Beneficiary.** To the extent permitted under Mississippi law, Beneficiary is presumed to have accepted the benefits of the Deed of Trust without the necessity of execution by Beneficiary.

7.27 **Indemnity.** Grantor will indemnify and hold harmless Beneficiary from and against all claims, demands, liabilities, losses, damages (excluding consequential damages), causes of action, judgments, penalties, costs and expenses (including without limitation reasonable attorneys' fees and expenses) which may be imposed upon, asserted against or incurred or paid by Beneficiary, on account of, in connection with, or arising out of any bodily injury or death or natural resource, human health or property damage occurring in, at, into, under or upon or in the vicinity of the Collateral through any cause whatsoever, the exercise of any rights and remedies hereunder, any transaction, act, omission, event or circumstance arising out of or in any way connected with the Collateral and any act, omission, event or circumstance existing or occurring (including without limitation the presence on or under the Collateral or release at, into, upon, under or from the Collateral of hazardous substances or solid wastes disposed of or otherwise released) resulting from or in connection with the ownership, construction, occupancy, operation, use and/or

maintenance of the Collateral, regardless of whether the act, omission, event or circumstance constituted a violation of any applicable Environmental Law at the time of its existence or occurrence.

7.28 **Beneficiary as Purchaser.** Beneficiary shall have the right to become the purchaser at any sale held in foreclosure of the liens and/or security interests evidenced hereby, and shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Obligations owing to such party.

7.29 **DEFICIENCY JUDGMENT.** BENEFICIARY HAS THE RIGHT TO PROCEED TO OBTAIN AND COLLECT DEFICIENCY JUDGMENT, TOGETHER WITH FORECLOSURE OF THE COLLATERAL UNDER APPLICABLE MISSISSIPPI LAW.

7.30 **WAIVER OF CONSEQUENTIAL DAMAGES.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS DEED OF TRUST TO THE CONTRARY, BENEFICIARY SHALL NOT BE ENTITLED TO CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS OF ANY KIND, IN CONNECTION WITH THIS DEED OF TRUST.

7.31 **Amendment and Restatement.** This Deed of Trust shall be deemed to amend and restate the Existing Deed of Trust in its entirety, and all of the terms and provisions hereof shall supersede the terms and conditions thereof. The parties hereto further agree that this Deed of Trust shall serve to extend, renew and continue, but not to extinguish or novate, the liens and security interests granted under the Existing Deed of Trust in its entirety and to amend, restate and supersede, but not to extinguish or cause to be novated the Obligations under the Credit Agreement.

7.32 **Hedge Intercreditor Agreement.** Notwithstanding anything herein to the contrary, this Deed of Trust and the exercise of any right or remedy hereunder are subject to the provisions of the Hedge Intercreditor Agreement (if applicable) and, further, to the extent any provision herein contained shall be inconsistent with any provision contained in the Hedge Intercreditor Agreement, the provisions of the Collateral Agency Agreement shall prevail.

**THIS WRITTEN AGREEMENT AND THE SECURED TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

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**EXHIBIT A**  
**TO**  
**DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT,**  
**FIXTURE FILING AND FINANCING STATEMENT**

The designation “Working Interest” or “WI” when used in this Exhibit A, means an interest owned. Any reference in this Exhibit A to wells or units is for warranty of interest, administrative convenience and identification and shall not limit or restrict the right, title, interest or properties covered by this Deed of Trust. All right, title and interest of Grantor in the properties described herein are and shall be subject to this Deed of Trust, regardless of the presence of any units or wells not described herein.

Unless otherwise expressly provided, all recording references in this Exhibit A are references to the official public records of real property in the county or counties in which the Mortgaged Property is located and in which record documents relating to the Mortgaged Property are recorded, whether Conveyance Records, Deed Records, Mortgage Records, Deed of Trust Records, Oil and Gas Records (“OGR”), Oil and Gas Lease Records or other records. All references to “Volume” shall mean “Book” and all references herein to “Book” shall mean “Volume” for the purposes of identifying the proper place of recording in the office in which record documents are recorded. Any references to “Lease No.” or to any particular “County” are merely for internal reference purposes and shall not limit the effectiveness of this Deed of Trust and this Exhibit A, whether for recording purposes or otherwise. The abbreviation “GWI” denotes Grantor’s working interest or operating interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation “RT (GWI)” denotes Grantor’s record title working interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation “OR (GWI)” denotes Grantor’s operating rights interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation “NRI” denotes Grantor’s net revenue interest, which term is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation “APO” means “after payout,” and is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation “BPO” means “before payout,” and is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation “ORRI” means “overriding royalty interest” and is intended to have the meaning commonly attributed to such term in the oil and gas industry.

THE BELOW DESCRIBED SCHEDULES ARE ATTACHED TO THIS EXHIBIT A AND  
ARE MADE A PART HEREOF:

Schedule I — Leasehold Interests  
Schedule II — Wells

Exhibit A

## Schedule I

### LEASES

#### **BARATARIA - MISSISSIPPI CANYON 521**

#### **RECORD TITLE INTEREST**

**Parish/County:**                      Plaquemines Parish, Louisiana  
   Mobile County, Alabama

OCS-G 34441 dated effective as of November 1, 2012, by and between the United States of America, as Lessor, and Red Willow Offshore, LLC and Houston Energy, L.P. as Lessees, covering all of Block 521, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.

Working and Net Revenue Interests
--------------------------------------

<u>WI</u>	<u>NRI</u>
<u>22.50000%</u>	<u>15.73875%</u>

Right-of-Way OCS-G 29341

Working Interest
------------------

100.00000%

#### **Agreements and Instruments:**

1. Deepwater Operating Agreement dated effective January 1, 2015, between Deep Gulf Energy III, LLC, Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC and Ridgewood Barataria, LLC, as amended.



## Schedule I

### LEASES

#### GLADDEN - MISSISSIPPI CANYON BLOCK 800

#### RECORD TITLE INTEREST

**Parish/County:**                      Plaquemines Parish, Louisiana

OCS-G 18292, dated effective as of July 1, 1997, between the United States of America, as Lessor, and Union Pacific Resources Company, as Lessee, covering all of Block 800, Mississippi Canyon, OCS Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI with Royalty</u> <u>Relief</u>	<u>NRI - No Royalty</u> <u>Relief</u>
<u>20.00%</u>	<u>19.60%</u>	<u>17.10%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement effective January 23, 2007, between Newfield, Exploration Company as Operator and Deep Gulf Energy, LP and ATP Oil & Gas Corporation as Non-Operators, as amended.

## Schedule I

### LEASES

#### KODIAK - MISSISSIPPI CANYON BLOCKS 727/771

##### OPERATING RIGHTS INTEREST

**Parish/County:**      Plaquemines Parish, Louisiana  
                                Hancock County, Mississippi  
                                Harrison County, Mississippi  
                                Jackson County, Mississippi

Oil and Gas Lease bearing Serial No. OCS-G 24102, effective June 1, 2002, by and between the United States of America, as Lessor, and BP Exploration & Production Inc., as Lessee, covering all of Block 727, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 4,320 acres.

Oil and Gas Lease bearing Serial No. OCS-G 24107, effective June 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production Inc., as Lessee, covering all of Block 771, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INsofar AND ONLY INsofar as the Lease covers those depths lying between 17,500 feet down to the depth of 99,999 feet TVD.

MC 727 and MC 771 Operating Rights (from 17,500' TVDSS down to 99,999' TVDSS) Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>34.9624100%</u>	<u>27.6874790%</u>

Right-of-Way OCS-G 29236

Working Interest
------------------

100.00000%

##### Agreements and Instruments:

1. Operating Agreement dated effective September 1, 2007, between BP Exploration & Production Inc., Marubeni Oil & Gas (USA) Inc. and Dominion Exploration & Production Inc., as amended.
2. Unit Operating Agreement for MC 727 Unit dated effective February 1, 2013, between Deep Gulf Energy II, LLC, Eni Petroleum US LLC and Marubeni Oil & Gas (USA) Inc., as amended.

## Schedule I

### LEASES

#### MARMALARD - MISSISSIPPI CANYON BLOCK 255 / 300

##### RECORD TITLE INTEREST

**Parish/County:**                      Plaquemines Parish, Louisiana  
   Mobile County, Alabama

OCS-G 24064, effective July 1, 2002, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 255, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>8.8529420%</u>

After 20% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>8.5209610%</u>

OCS-G 22868, effective (not stated on lease treated as June 1, 2001), by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 300, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>9.4228710%</u>

After 20% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>9.0696640%</u>

## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Operating Agreement effective June 18, 2008, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC and Deep Gulf Energy II, LLC.
2. Unit Operating Agreement dated February 1, 2012, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore LLC, Stephens Production Company, LLC, Ridgewood Energy Corporations, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC, ILX Prospective Leases, LLC and Crux1, LLC, as amended.

## Schedule I

### LEASES

#### **NOONAN – DANNY I GARDEN BANKS BLOCK 506**

#### **RECORD TITLE INTEREST**

**Parish/County:** Cameron Parish, Louisiana  
Vermilion Parish, Louisiana

OCS-G 26664, dated effective as of December 1, 2004, between the United States of America, as Lessor, and Remington Oil and Gas, as Lessee, covering all of Block 506, Garden Banks, OCS Official Protraction Diagram, NG 15-02.

Danny I - Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>30.0000000%</u>	<u>26.2500000%</u>

#### **Agreements and Instruments:**

1. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering GB 463, 506, 507 506.
2. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering EC 371 (S/2) and EC 381.
3. Offshore Operating Agreement dated effective November 1, 2010, between Deep Gulf Energy, LP, Deep Gulf Energy II, LLC and Energy Resource Technology GOM, Inc.



## Schedule I

### LEASES

#### ODD JOB - MISSISSIPPI CANYON BLOCKS 214 / 215

##### RECORD TITLE INTEREST

**Parish/County:**           Plaquemines Parish, Louisiana  
                                  Lafourche Parish, Louisiana  
                                  Baldwin County, Alabama  
                                  Mobile County, Alabama  
                                  Jackson County, Mississippi

OCS-G 24059, effective July 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production, Inc. and Spinnaker Exploration, L.L.C., as Lessees, covering all of Block 214, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interest
----------------------------------

<u>WI</u>	<u>NRI</u>
<u>61.057020%</u>	<u>47.013905%</u>

OCS-G 24060, effective June 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production, Inc. and Spinnaker Exploration, L.L.C., as Lessees, covering all of Block 215, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>54.8750000%</u>	<u>42.2537500%</u>

Right-of-Way OCS-G 29336

Working Interest
------------------

100.0000000%

## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Joint Operating Agreement Odd Job Prospect effective July 1, 2002, between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC covering MC 213, 214 & 215, as amended.
2. Odd Job Unit Operating Agreement effective March 1, 2013, between Eni US Operating Co. Inc., Eni Petroleum US LLC and Deep Gulf Energy II, LLC, as amended.
3. Odd Job Prospect Unit Operating Agreement effective March 2, 2013 between Eni Petroleum US LLC, Ecopetrol America Inc., Calypso Exploration, LLC and Deep Gulf Energy II, LLC, as amended

## Schedule I

### LEASES

#### SOUTH SANTA CRUZ - MISSISSIPPI CANYON BLOCK 563

#### RECORD TITLE INTEREST

**Parish/County:**      Plaquemines Parish, Louisiana  
                                 Lafourche Parish, Louisiana  
                                 Mobile County, Alabama

OCS-G 21176, dated effective as of July 1, 1999, between the United States of America, as Lessor, and Elf Exploration, Inc., as Lessee, covering all of Block 563, Mississippi Canyon, OCS Official Protraction Diagram, NG 16-10.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u> <u>w/Royalty</u> <u>Relief</u>	<u>NRI w/o</u> <u>Royalty</u> <u>Relief</u>
<u>40.5000000%</u>	<u>33.2100000%</u>	<u>28.1475000%</u>

#### Agreements and Instruments:

1. Unit Operating Agreement dated effective January 1, 2009, between Noble Energy, Inc., BP Exploration & Production Inc., Red Willow Offshore, LLC and HE&D Offshore, L.P., as amended.
2. Offshore Operating Agreement dated October 10, 2014, between Deep Gulf Energy III, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures I, LLC, Ridgewood South Santa Cruz, LLC and ILX Prospect South Santa Cruz, LLC, as amended

## Schedule I

### LEASES

#### **SOB II - MISSISSIPPI CANYON BLOCK 431**

#### **RECORD TITLE INTEREST**

**Parish/County:**       Plaquemines Parish, Louisiana  
                              Mobile County, Alabama

OCS-G 22877, effective June 1, 2001, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 431, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interests
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Before 10% IRR is Reached
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<u>WI</u>	<u>NRI</u>
<u>11.8231100%</u>	<u>9.1849220%</u>

After 10% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985825%</u>	<u>8.8529415%</u>

After 20% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>8.5209610%</u>

#### **Agreements and Instruments:**

1. Unit Operating Agreement effective April 1, 2011, between LLOG Exploration Offshore, L.L.C., HE&D Offshore, L.P., Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC and Deep Gulf Energy II, LLC, as amended.
2. Operating Agreement effective August 12, 2018, between LLOG Exploration Offshore, LLC, Calypso Exploration, LLC, Crux1, LLC, Kosmos Energy Gulf of Mexico Operations, LLC, Ridgewood Energy Corporation, ILX Prospect Driller, LLC and Houston Energy Deepwater Ventures II, LLC.

## Schedule I

### LEASES

#### **TORNADO - GREEN CANYON BLOCK 281**

#### **OPERATING RIGHTS INTEREST**

**Parish/County:** Terrebonne Parish, Louisiana

OCS-G 33242, dated effective as of June 1, 2009, between the United States of America, as Lessor, and Energy Resource Technology GOM, Inc., as Lessee, covering all of Block 281, Green Canyon, OCS Official Protraction Diagram, NG 15-03 INsofar AND ONLY INsofar as the lease covers NE/4 NW/4 NW/4; S/2 NW/4 NW/4; W/2 NE/4 NW/4; SW/4 NW/4; W/2 SE/4 NW/4; the N/2 NW/4 SW/4 and NW/4 NE/4 SW/4 as it covers the stratigraphic equivalent of the depths between 19,022' SSTVD (19,200' MD) and the deeper of 22,000' SSTVD (20,755' MD) or the top of the salt as recorded on the Baker Hughes Memory Log LWC GR/Resis/Dens Nev 5 in./ 100 ft. Measured Depth on the composite Log of the ERT OCS-G 33242 Well No. 1 ST 1 in Block 281, Green Canyon.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>35.00000%</u>	<u>24.93750%</u>

#### **Agreements and Instruments:**

1. Offshore Operating Agreement dated effective September 30, 2007, between Energy Resource Technology GOM, Inc., and Sojitz GOM Deepwater, Inc., as amended.



## Schedule I

### LEASES

#### WINTERFELL – GREEN CANYON BLOCKS 943 / 944 / 987 / 988

##### RECORD TITLE INTEREST

**Parish/County:** Terrebonne, Louisiana  
Lafourche Parish, Louisiana

OCS-G 36060, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36061, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36309, dated effective as of June 1, 2018, by and between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC and LLOG Bluewater Holdings, L.L.C. Lessees, covering all of Block 987, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.242026%</u>

OCS-G 35417, dated effective as of June 1, 2014, by and between the United States of America, as Lessor, and Houston Energy, L.P. and Red Willow Offshore, LLC as Lessees, covering all of Block 988, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.502647%</u>

## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Operating Agreement effective November 1, 2019, between BOE Exploration & Production LLC, Beacon Offshore Energy Exploration LLC, Red Willow Offshore, LLC and Houston Energy, L.P., as amended.

## Schedule I

### LEASES

#### **GETTYSBURG – DE SOTO CANYON BLOCKS 398 / 399**

##### **RECORD TITLE INTEREST**

**Parish/County:**       Plaquemines Parish, Louisiana

OCS-G 36283 dated effective as of July 1, 2018, by and between the United States of America, as Lessor, and Deep Gulf Energy III, LLC as Lessee, covering all of Block 398, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>25.00000000%</u>	<u>19.3125000%</u>

OCS-G 37782 dated effective as of April 1, 2024, by and between the United States of America, as Lessor, and Shell Offshore Inc. as Lessee, covering all of Block 399, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>25.00000000%</u>	<u>20.1458300%</u>

##### **Agreements and Instruments:**

1. Operating Agreement effective January 28, 2025, between Shell Offshore Inc. and Kosmos Energy Gulf of Mexico Operations, LLC.

## Schedule I

### LEASES

#### **TIBERIUS – KEATHLEY CANYON 964**

##### **RECORD TITLE INTEREST**

**Parish/County:** St. Mary Parish, Louisiana  
Iberia Parish, Louisiana  
Vermilion Parish, Louisiana

OCS-G 36694, dated effective as of July 1, 2019, by and between the United States of America, as Lessor, and Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC as Lessees, covering all of Block 964, Keathley Canyon, as shown on OCS Official Protraction Diagram, NG 15-05.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>50.0000000%</u>	<u>40.1251500%</u>

Proposed Right-of-Way OCS-G 29566

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

Proposed Right-of-Way OCS-G 29763

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

#### **Agreements and Instruments:**

1. Joint Operating Agreement effective August 1, 2022, between Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC, as amended.

**Schedule II**  
**WELLS**

Prospect	Block	Lease Number	Well Name/Number	API #	Working Interest	Net Revenue Interest	Net Revenue Interest w/ Royalty Relief	Net Revenue Interest w/o Royalty Relief
Barataria	Mississippi Canyon 521	OCS-G 34441	SS001	608174131300	22.500000%	15.738750%	NA	NA
Gladden	Mississippi Canyon 800	OCS-G 18292	SS001; SS002	608174112701 608174140600	20.000000%	NA	19.600000%	17.100000%
Kodiak	Mississippi Canyon 771	OCS-G 24107	SS002; SS003	608174141900 608174129200	34.962410%	27.687479%	NA	NA
Marmalard	Mississippi Canyon 255	OCS-G 24064	SS001; SS002; SS003; SS003-ST	608174125800 608174130500 608174148900 608174148901	11.398583%	8.852942%	NA	NA
Marmalard	Mississippi Canyon 300	OCS-G 22868	SS001; SS002	608174120600 608174129500	11.398583%	9.422871%	NA	NA
Noonan - Danny I	Garden Banks 506	OCS-G 26664	002	608074028601	30.000000%	26.250000%	NA	NA
Odd Job	Mississippi Canyon 214	OCS-G 24059	002	608174138001	61.057020%	47.013905%	NA	NA
Odd Job	Mississippi Canyon 215	OCS-G 24060	SS001; SS002	608174129101 608174137600	54.875000%	42.253750%	NA	NA
SOB2	Mississippi Canyon 431	OCS-G 22877	SS002	608174120301	11.823110%	NA	10.277764%	9.184922%
South Santa Cruz	Mississippi Canyon 563	OCS-G 21176	SS001	608174130000	40.500000%	NA	33.210000%	28.147500%
Tiberius	Keathley Canyon 964	OCS-G 36694	004; ST00BP01	608084007400 608084007401	50.000000%	40.125150%	NA	NA
Tornado	Green Canyon 281	OCS-G 33242	SS001; SS002; SS003	608114065701 608114069101 60811407801	35.000000%	24.937500%	NA	NA
Winterfell	Green Canyon 943	OCS-G 36060	WA002	608114075301 608114074301	25.04375%	19.323483%	NA	NA
Winterfell	Green Canyon 944	OCS-G 36061	WA001; WA003, WB001	608114077701 608114079001	25.04375%	19.323483%	NA	NA





*Angela Hunt* 2nd JUDICIAL DISTRICT  
Instrument 2025-0007055-T-J2  
Filed/Recorded 10/02/2025 9:52:01 AM  
Total Fees 68.00  
47 Pages Recorded

*Execution Version*

SCANNED

**PREPARED BY, AND WHEN  
RECORDED, PLEASE RETURN TO:**

Matthew D. Lea  
Morgan, Lewis & Bockius LLP  
1000 Louisiana Street, Suite 4000  
Houston, Texas 77002  
Phone: 713-890-5107

**REVIEWED FOR COMPLIANCE WITH  
RECORDING REQUIREMENTS:**

Raymond G. Russell, Mississippi Bar # 10479  
Adams & Reese LLP  
300 Renaissance  
1018 Highland Colony Parkway, Suite 800  
Ridgeland, Mississippi 39157  
Phone: 601-353-3234

**DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE  
FILING AND FINANCING STATEMENT**

**KOSMOS ENERGY GULF OF MEXICO  
OPERATIONS, LLC  
(Grantor and Debtor)  
(Organizational ID: 5303207)  
8176 Park Lane, Suite 500  
Dallas, Texas 75231  
Phone Number: (214) 445-9600**

**ANKURA TRUST COMPANY, LLC  
(Beneficiary and Secured Party)  
  
140 Sherman Street  
Fairfield, CT 06824  
Phone Number: (917) 731-5504**

**ANN TAYLOR  
(Trustee)  
Address:  
Jones Walker, LLP  
3100 North State Street, Suite 300  
Jackson, MS 39216  
Phone Number: (601) 949-4744**

**ATTENTION RECORDING OFFICER:** This instrument is a mortgage of both real/immovable and personal/movable property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code in effect in the State of Mississippi. This instrument creates a lien on rights in or relating to lands of Grantor that are described on Exhibit A attached hereto and made a part hereof and in instruments and documents described on such Exhibit A. File this Instrument as an offshore document. Because the affected Deed of Trust

properties and collateral are located on the outer continental shelf and not on a part of any land lying north of the mean high water of the Gulf of Mexico, no indexing instructions are required.

[See additional COVER PAGE info on Page 2]

**September 24, 2025**

THIS INSTRUMENT IS A MULTIPLE INDEBTEDNESS DEED OF TRUST.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT COVERS THE INTEREST OF GRANTOR IN MINERALS OR THE LIKE (INCLUDING OIL AND GAS) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD. THIS INSTRUMENT COVERS THE INTEREST OF GRANTOR IN FIXTURES. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORDING, AMONG OTHER PLACES, IN THE DEED OF TRUST AND UCC RECORDS. PRODUCTS OF THE COLLATERAL ALSO ARE COVERED.

For purposes of filing this Deed of Trust as a financing statement and a fixture filing, the mailing address of Grantor is c/o Kosmos Energy Ltd., 8176 Park Lane, Suite 500, Dallas, Texas 75231. Kosmos Energy Gulf of Mexico Operations, LLC is a limited liability company organized under the laws of the state of Delaware. Beneficiary's mailing address is 140 Sherman Street, Fairfield, CT 06824. Grantor is the record owner of the Collateral.

\*\*\*\*\*

**DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT,  
FIXTURE FILING AND FINANCING STATEMENT**

**THIS DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT** (this “Deed of Trust”) is entered into as of September 24, 2025 (the “Effective Date”) by KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC, a Delaware limited liability company with offices c/o Kosmos Energy Ltd., 8176 Park Lane, Suite 500, Dallas, Texas 75231 (“Grantor”), represented herein by its undersigned officer, duly authorized by the resolutions attached hereto as Exhibit B, in favor of ANN TAYLOR, as Trustee for the benefit of Ankura Trust Company, LLC, a New Hampshire limited liability company with offices at 140 Sherman Street, Fairfield, CT 06824 (“Beneficiary”), for the benefit of the Secured Parties.

RECITALS

A. This instrument (the “Deed of Trust”) is executed and delivered by Grantor to and in favor of Beneficiary for the benefit of the Secured Parties.

B. Grantor is party to that certain Senior Secured Term Loan Credit Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Grantor, as the borrower, the other Loan Parties party thereto, Beneficiary, as term loan collateral agent and administrative agent, and the lenders from time to time party thereto (the “Lenders”), pursuant to which the Lenders have agreed to make loans and other extensions of credit to the Borrowers for the purposes set forth therein.

C. Grantor and/or certain other Loan Parties have entered, or may enter, into certain agreements regarding Secured Hedge Agreements and the GOM Offtake Agreement (collectively, the “Secured Ancillary Documents”).

D. Beneficiary, the Hedge Providers (as defined in the Credit Agreement) party thereto, Grantor and/or certain other Loan Parties and the other Persons party thereto from time to time, have entered, or may enter, into a Hedge Intercreditor Agreement.

E. Grantor and the other Loan Parties are party to that certain Term Loan Collateral and Guarantee Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Security Agreement”). The Credit Agreement, the Secured Ancillary Documents, the Term Loan Security Agreement, and the other Loan Documents are collectively referred to herein as the “Secured Transaction Documents”.

F. Beneficiary and the other Secured Parties have conditioned their obligations under the Secured Transaction Documents upon the execution and delivery by Grantor of this Deed of Trust, and Grantor has agreed to enter into this Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Grantor hereby

makes this Deed of Trust to Trustee for the benefit of Beneficiary to secure the Obligations and agrees as follows:

## **ARTICLE I**

### **Definitions**

1.1 “Collateral” means the Realty Collateral, Personalty Collateral and Fixture Collateral.

1.2 “Contracts” means all contracts, agreements, operating agreements, farm-out or farm-in agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Hydrocarbons, rights-of-way, easements, surface leases, equipment leases, permits, franchises, licenses, pooling or unitization agreements, and unit or pooling designations and orders now or hereafter affecting any of the Oil and Gas Properties, Operating Equipment, Fixture Operating Equipment or Hydrocarbons now or hereafter covered hereby, or that are useful or appropriate in drilling for, producing, treating, handling, storing, transporting or marketing oil, gas or other minerals produced from any of the Oil and Gas Properties, and all such contracts and agreements as they may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Default Rate” means the default rate per annum set forth in Section 2.05(b) of the Credit Agreement applicable upon the occurrence and during the continuance of an Event of Default, but in no event to exceed the Maximum Lawful Rate.

1.4 “Excluded Property” means the following:

(a) any motor vehicle and other vehicles subject to certificates of title (except to the extent the security interest in such assets can be perfected by the filing of a UCC-1 financing statement);

(b) any assets over which the granting of Liens under the Term Loan Collateral Documents in such assets would be prohibited by contract or agreement (to the extent existing (x) on the Effective Date or (y) at the time such assets are acquired and not entered into in contemplation of such acquisition), applicable law or regulation (other than to the extent that such prohibition would be rendered ineffective pursuant to Miss. Code Ann. §§ 75-9-406, 75-9-407, 75-9-408 and 75-9-409 or any other applicable law) or would require the consent of any Person (other than Grantor or any of its Affiliates) (to the extent such consent right (x) existed on the Effective Date or (y) at the time such assets are acquired and not in contemplation thereof) or would require the consent of any Governmental Authority or regulatory body unless such consent has been obtained (in each case, other than to the extent that such consent requirement would be rendered ineffective pursuant to Miss. Code Ann. §§ 75-9-406, 75-9-407, 75-9-408 and 75-9-409 or any other applicable law); *provided that* any such asset or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as such prohibition or consent requirement is effective and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition or consent requirement is no longer effective;



(c) any lease, license, contract, property right, general intangible, agreement, asset or property to which Grantor is a party or has rights, or which is otherwise subject to a purchase money security interest, or any of its rights or interests thereunder (excluding any oil and gas lease or other Hydrocarbon Interests), if and only for so long as the grant of a Lien under the Term Loan Collateral Documents would constitute or result in a breach, termination or default under, or would invalidate, any such lease, license, contract, property right, general intangible, agreement, asset or property or purchase money arrangement or create a right of termination in favor of any party thereto (other than Grantor or any of its Affiliates) (other than to the extent that any term of such lease, license, contract, property right, general intangible, agreement, asset or property or purchase money arrangement would be rendered ineffective pursuant to Miss. Code Ann. §§ 75-9-406, 75-9-407, 75-9-408 and 75-9-409 or any other applicable law); *provided that* such lease, license, contract, property right or agreement or purchase money arrangement or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as the consequences specified above will result and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such consequences will no longer result;

(d) margin stock (within the meaning of Regulation T, Regulation U or Regulation X);

(e) any governmental permits, franchises, approvals, charters, authorizations or licenses or state or local permits, franchises, approvals, charters, authorizations or licenses, to the extent a grant of a Lien under the Term Loan Collateral Documents in any such permit, franchise, approval, charter, authorization or license is prohibited or restricted thereby (other than to the extent that any such prohibition or restriction would be rendered ineffective pursuant to Miss. Code Ann. §§ 75-9-406, 75-9-407, 75-9-408 and 75-9-409 or any other applicable law); *provided that* any such permit, franchise, approval, charter, authorization or license or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as such prohibition or restriction is effective and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition is no longer effective;

(f) any Excluded Account;

(g) Intellectual Property and licenses, including any "intent-to-use" Trademarks until such time as such Grantor files an amendment to allege use or statement of use and such filing is examined and accepted by the United States Patent and Trademark Office for any such Trademarks;

(h) any Letter of Credit Rights (as defined in the UCC) (other than to the extent a Lien thereon can be perfected by filing an "all assets" UCC-1 or automatically as a supporting obligation for other collateral required to be perfected under the Loan Documents);

(i) any equipment or other asset owned by any Grantor that is subject to a purchase money lien or a Capitalized Lease, in each case, as permitted under the Loan Documents, if the contract or other agreement in which such Lien is granted (or the documentation providing for such Capitalized Lease) prohibits or requires the consent of any Person other than Grantor as a condition to the creation of any other security interest on such equipment or asset, such consent



has not been obtained, and, in each case, such prohibition or requirement is permitted by the Loan Documents;

(j) those assets as to which Beneficiary shall determine (acting at the direction of the Required Lenders), that the cost or other consequence of obtaining a Lien thereon or perfection thereof are excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby; and

(k) any Oil and Gas Properties that are neither related to or attributable to the Hydrocarbon Interests described on Exhibit A nor are classified as Proved Reserves, together with any Property used exclusively in connection with such excluded Oil and Gas Properties; and

(l) any Building (as defined in the applicable Flood Insurance Regulations) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulations) owned by any Loan Party,

provided, that in case of clauses (b) and (c) of this definition, the security interest hereunder shall attach immediately and automatically (without need for any further grant or act) at such time as the conditions described in clause (b) or (c), as applicable, preventing such attachment cease to exist and to the extent severable shall in any event, attach to all rights in respect of such Property that are not subject to the applicable conditions described in clause (b) or (c); provided, further that "Excluded Property" shall (1) not include any right to receive proceeds from the sale or other disposition of Excluded Property or any proceeds, substitutions or replacements of Excluded Property (unless such proceeds, substitutions or replacements would constitute Excluded Property).

1.5 "Event of Default" shall have the meaning set forth in Article V hereof.

1.6 "Fixture Collateral" means all of Grantor's interest now owned or hereafter acquired in and to all Fixture Operating Equipment and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.7 "Fixture Operating Equipment" means any of the items described in the first sentence of Section 1.12 that, as a result of being incorporated into realty or structures or improvements located therein or thereon, constitute fixtures under the laws of Mississippi.

1.8 "Hydrocarbon Interests" means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, fee interests, surface interests, mineral fee interests, overriding royalty interests and other royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature, in each case, which are expressly described on Exhibit A and all other interests of Grantor consisting of Proved Reserves whether now owned or hereafter acquired. Unless otherwise indicated herein, each reference to the term "Hydrocarbon Interests" shall mean Hydrocarbon Interests of Grantor.

1.9 “Hydrocarbons” means oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined or separated therefrom and all other minerals which may be produced and saved from or attributable to the Oil and Gas Properties of Grantor, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests of Grantor or other properties constituting Oil and Gas Properties of Grantor.

1.10 “Obligations” means all obligations (whether now existing or hereafter arising, absolute or contingent, joint, several, or independent) of every nature of each Loan Party from time to time owed to any Agent (including former Agents) or any Lender from time to time outstanding under the Credit Agreement and under the other Loan Documents or otherwise under any Loan, Secured Ancillary Document, including, without limitation, all principal and all interest, fees, premium, expenses, Erroneous Payment Subrogation Rights, and other charges accrued or accruing (or which would, absent commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto, accrue) on or after the commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto at the rate provided for herein or the relevant Loan Document, whether or not such interest, fees, premium, expenses or other charges are allowed or allowable in any such bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto. The maturity date for the payment of the last installment of the Obligations to become due is September 24, 2029, unless extended pursuant to the terms of the Credit Agreement or the other Loan Documents.

1.11 “Oil and Gas Property” or “Oil and Gas Properties” means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests; and (g) all Properties, rights, titles, interests and estates described or referred to above, including any and all tangible Property, real or personal, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells, all permanently abandoned and inactive wells, dry holes or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, pipelines, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters,

apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise indicated herein, each reference to the term "Oil and Gas Properties" shall mean Oil and Gas Properties of Grantor.

1.12 "Operating Equipment" means all surface or subsurface machinery, equipment, facilities, supplies or other Property of whatsoever kind or nature now or hereafter located on any of the Property affected by the Oil and Gas Properties that are useful for the production, treatment, storage or transportation of Hydrocarbons, including all oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumping units and engines, christmas trees, platforms, risers, towers, rigs, derricks, separators, gun barrels, flow lines, pipelines, tanks, gas systems (for gathering, treating and compression), water systems (for treating, disposal and injection), supplies, derricks, wells, power plants, poles, cables, wires, meters, processing plants, compressors, dehydration units, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. "Operating Equipment" shall not include any items incorporated into real/immovable property or realty or structures or improvements located therein or thereon in such a manner that they no longer remain personal/movable property or personalty under the laws of the state in which such equipment is located.

1.13 "Personalty Collateral" means all of Grantor's interest now owned or hereafter acquired in and to all Operating Equipment, all Hydrocarbons severed and extracted from or attributable to the Oil and Gas Properties, including oil in tanks and all other "as-extracted" collateral from or attributable to the Oil and Gas Properties, general intangibles attributable to or specifically held in inventory for use on the Oil and Gas Properties and all accounts (including accounts resulting from the sale of Hydrocarbons at the wellhead), contract rights, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with the sale or other disposition of any Hydrocarbons or otherwise, including all Liens securing the same, all accounts, contract rights and general intangibles attributable to or related to the Oil and Gas Properties and now existing or hereafter arising regardless of whether any of the foregoing is in connection with or resulting from any of the Contracts, including all Liens securing the same, all Contracts, all personal property located on the real property described in Exhibit A, all proceeds and products of the Realty Collateral and any other contracts or agreements, all information concerning the Oil and Gas Properties and all wells located thereon; including abstracts of title, title opinions, geological and geophysical information and logs, lease files, well files, and other books and records (including computerized records and data), any options or rights of first refusal to acquire any Realty Collateral, all As-Extracted Collateral (as defined in the UCC) located in or related to the Oil and Gas Properties, including, without limitation, all As-Extracted Collateral relating to the Hydrocarbon Interests and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.



1.14 “Property” means any property of any kind, whether real/immovable, personal/movable, or mixed and whether tangible or intangible.

1.15 “Realty Collateral” means all of Grantor’s interest now owned or hereafter acquired in and to the Oil and Gas Properties described in Exhibit A, including any access rights, water and water rights, and all unsevered and unextracted Hydrocarbons (even though Grantor’s interest therein may be described incorrectly in, or a description of a part or all of such interest may be omitted from, Exhibit A), any real property rights described in or arising under a Contract to the extent relating to Property described in Exhibit A, whether or not such Contract is filed of record in the relevant Conveyance Records, Deed Records, Deed of Trust Records, Oil and Gas Records, Oil and Gas Lease Records, Real Property Records or other records of any County or the Bureau of Ocean Energy Management, any pipeline easements, rights of way or other real property rights, including those filed of record in the jurisdiction in which this Deed of Trust is filed relating to the Property described in Exhibit A, and all improvements and other constructions, including the Operating Equipment, now or hereafter located on any of the real/immovable property affected by the Oil and Gas Properties.

1.16 “Security Termination” means such time at which a Repayment Event shall have occurred.

1.17 “Trustee” means Ann Taylor of Jones Walker, LLP, whose address for notice hereunder is 3100 North State Street, Suite 300, Jackson, MS 39216, and any successors and substitutes in trust hereunder.

1.18 All capitalized terms used but not otherwise defined herein shall have the meaning set forth for them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles, Sections, Schedules and Exhibits to this Deed of Trust, unless otherwise specified. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Deed of Trust, shall refer to this Deed of Trust as a whole and not to any particular provision of this Deed of Trust. As used herein, the term “including” means “including without limitation.”

## **ARTICLE II**

### **Creation of Security**

2.1 **Conveyance and Grant of Lien.** In consideration of the Obligations, and in further consideration of the mutual covenants contained herein and in the Credit Agreement and the other Secured Transaction Documents, and to secure payment of the Obligations, and the performance of the covenants and obligations herein contained and in consideration of other valuable consideration in hand paid by Beneficiary to Grantor and in consideration of the debts and trusts hereinafter mentioned, the receipt and sufficiency of all of which hereby are acknowledged, Grantor, by these presents, hereby MORTGAGES, AFFECTS, PLEDGES, HYPOTHECATES,

BARGAINS, SELLS, ASSIGNS, TRANSFERS, CONVEYS, GRANTS AND WARRANTS a security interest and lien unto the Trustee, in trust for the benefit of Beneficiary, for the benefit of the Secured Parties, with power of sale and right of entry and possession, in and to all right, title and interest of Grantor in and to the Realty Collateral, the Fixture Collateral and the Personalty Collateral, including all the real/immovable property, personal/movable property, rights, titles, interests and estates constituting Realty Collateral, Fixture Collateral and/or Personalty Collateral; provided, however, that the terms "Realty Collateral", "Fixture Collateral", "Personalty Collateral" or "Collateral" shall in no event include any Excluded Property, and no lien or security interest is granted hereby in any such Excluded Property.

TO HAVE AND TO HOLD Grantor's right, title and interest in and to the Realty Collateral, Fixture Collateral and Personalty Collateral unto Trustee, for the benefit of Beneficiary and their successors, assigns or substitutes forever, together with all and singular the rights, hereditaments and appurtenances thereto in anywise appertaining or belonging, to secure payment of the Obligations and covenants of Grantor contained in this Deed of Trust and the other Secured Transaction Documents. Grantor hereby binds itself, its successors and permitted assigns, to warrant and forever defend its rights, title and interest in and to the Realty Collateral, Fixture Collateral and Personalty Collateral unto the Trustee, for the benefit of Beneficiary, subject in all respects to Permitted Liens, and their successors and permitted assigns, against every Person whomsoever lawfully claiming or to claim the same, or any part thereof.

Subject, however, to the condition that neither the Trustee nor Beneficiary shall be liable in any respect for the performance of any covenant or obligation of Grantor with respect to the Collateral. Any reference in Exhibit A to the name of a well shall not be construed to limit the Collateral to the well bore of such well or in the pro rata units. It is Grantor's intent that this instrument cover Grantor's entire interest in the lands, leases, units and other interests set forth in Exhibit A.

AND without limiting any of the other provisions of this Deed of Trust, to the extent permitted by applicable law, Grantor expressly grants to Trustee for the benefit of Beneficiary, as secured party, a security interest in the portion of the Property owned by Grantor which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions.

Notwithstanding anything contained herein to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation (hereinafter defined)) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Realty Collateral," "Fixture Collateral" or "Personalty Collateral", and no Buildings or Manufactured (Mobile) Homes are encumbered by this Deed of Trust. As used herein, "Flood Insurance Regulations" shall mean the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, the National Flood Insurance Reform Act of 1994 (amending 42 U.S.C. §§ 4001, et seq.), as the same may be amended or recodified from time to time, and the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.



**ARTICLE III**  
**Assignment of Production**

3.1 For the purpose of additionally securing the payment of the Obligations and to facilitate the discharge of any of the Obligations and as cumulative of any and all rights and remedies herein provided for, effective as of 7:00 a.m. local time wherein the Collateral is located as of the date hereof, Grantor hereby absolutely, unconditionally and exclusively grants, bargains, sells, transfers, assigns, sets over and conveys unto Trustee, for the benefit of Beneficiary, for the benefit of the Secured Parties, its interest in the Hydrocarbons, together with its share of the proceeds derived from the sale thereof (such proceeds being hereinafter called "proceeds of runs"). Grantor directs and instructs each purchaser of the Hydrocarbons to pay to Beneficiary, all of the proceeds of runs until such time as such purchaser has been furnished evidence that all Obligations has been paid and that the lien evidenced hereby has been released. Grantor authorizes Trustee and/or Beneficiary, to receive and collect all sums of money derived from the proceeds of runs, and no purchaser of the Hydrocarbons shall have the responsibility for the application of any funds paid to Beneficiary.

3.2 Independent of the foregoing provisions and authorities herein granted, Grantor agrees to execute and deliver any and all transfer orders, division orders and other instruments that may be requested by Trustee and/or Beneficiary or that may be required by the purchaser of the Hydrocarbons for the purpose of effectuating payment of Grantor's proceeds of runs to Beneficiary, upon the occurrence and during the continuance of an Event of Default.

3.3 Beneficiary may (at the direction of the Required Lenders), elect to return any part of said funds to Grantor or to deposit the same to Grantor's account without applying it to the Obligations. Upon the occurrence and during the continuance of an Event of Default, the monthly proceeds of Grantor's runs actually received by Beneficiary may be held by Beneficiary and applied in the manner set forth in Section 6.02 of the Credit Agreement.

3.4 The receipt by Beneficiary of any monies for the account of Grantor, including but not limited to money received as proceeds of runs, shall not in any manner change or alter in any respect the obligations of Grantor upon the Obligations, and nothing herein contained shall be construed as limiting Beneficiary to the collection of any of the Obligations out of the proceeds of runs. The Obligations shall continue as the absolute and unconditional obligation of Grantor to pay, as provided in the instruments evidencing the Obligations, the amounts therein specified at their respective maturity dates, whether by acceleration or otherwise.

3.5 Trustee and Beneficiary are hereby absolved from all liability, including liability for Trustee's or Beneficiary's negligence, for failure to enforce collection of the proceeds of runs and from all other responsibility in connection therewith except the responsibility to account to Grantor for funds actually received. Grantor agrees to indemnify and hold Trustee and Beneficiary harmless against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that Trustee or Beneficiary has received, either before or after the payment in full of the Obligations, funds from the sale of Hydrocarbons claimed by third persons, except for third parties who have valid claims. Trustee and Beneficiary shall have the right to defend against any such claims or actions, employing attorneys of its own selection. If not

furnished with indemnity satisfactory to Beneficiary, Trustee and Beneficiary shall have the right to compromise and adjust any such claims, actions and judgments, and, in addition to the rights to be indemnified as herein provided, all amounts paid by Trustee, Beneficiary or any Secured Party in compromise, satisfaction or discharge of any such claim, action or judgment and all court costs, attorneys' fees and other expenses of every character incurred by Trustee, Beneficiary or any Secured Party shall be a demand obligation owing by Grantor, shall be secured by the lien and security interest evidenced by this instrument and shall bear interest on each such amount from the date that the same is expended, advanced or incurred by Trustee or Beneficiary until the date of written demand or request by Trustee or Beneficiary for the reimbursement of same, at a rate of interest equal to the lesser of (i) the maximum lawful rate of interest permitted by applicable usury laws, now or hereafter enacted, which interest rate shall change when and as said laws shall change to the extent permitted by said laws, effective on the day such change in said laws becomes effective (herein called the "Maximum Lawful Rate") or (ii) the Default Rate. Any provision to the contrary herein contained notwithstanding, the rate of interest contracted for, charged or received by Trustee or Beneficiary hereunder shall never exceed the Maximum Lawful Rate.

3.6 Each of the provisions of this Article III shall be deemed a covenant running with the land and shall be binding upon Grantor, its successors and assigns, and inure to the benefit of Trustee and/or Beneficiary, its successors and assigns.

3.7 The foregoing assignment shall not cause Trustee and/or Beneficiary to be: (a) a Trustee and/or Beneficiary in possession; (b) responsible or liable for the control, care, management, operation or repair of the Collateral or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of any Contract or lease in the Oil and Gas Properties; (c) responsible or liable for any waste committed on the Collateral by Grantor under any of the Contracts or leases in the Oil and Gas Properties or by any other party; for any dangerous or defective condition of the Collateral; or for any negligence in the management, upkeep, repair or control of the Collateral resulting in loss or injury or death to any person; or (d) responsible for or impose upon Trustee and/or Beneficiary any duty to produce Hydrocarbons, rents, profits, runs, or proceeds of runs. Trustee and/or Beneficiary shall not directly or indirectly be liable to Grantor or any other person as a consequence of: (a) the exercise or failure to exercise any of the rights, remedies or powers granted to Trustee and/or Beneficiary hereunder; or (b) the failure or refusal of Trustee and/or Beneficiary to perform or discharge any obligation, duty or liability of Grantor arising under the Contracts or leases in the Oil and Gas Properties. The exclusions from liability contained herein are intended to apply to liability for Trustee and/or Beneficiary's negligence except for gross negligence or willful misconduct, as found by a final and non-appealable judgment of a court of competent jurisdiction.

3.8 Grantor hereby appoints Trustee for the benefit of Beneficiary as its attorney-in-fact to pursue any and all rights of Grantor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons during the continuation of an Event of Default. In addition to the Liens granted to the Trustee and/or Beneficiary in Section 2.1, Grantor hereby further pledges and collaterally transfers and assigns to Trustee for the benefit of Beneficiary, for the benefit of the Secured Parties, any and all such Liens, security interests, financing statements or similar interests of Grantor attributable to its interest in the As-Extracted Collateral, any other

Hydrocarbons and proceeds of runs therefrom arising under or created by any statutory provision, judicial decision or otherwise. The power of attorney granted to Trustee for the benefit of Beneficiary in this Section 3.8, being coupled with an interest, shall be irrevocable until the Security Termination has occurred.

3.9 Notwithstanding the foregoing, (i) until such time as an Event of Default has occurred and is continuing, but subject to the provisions of the Credit Agreement, Beneficiary hereby grants to Grantor a license to sell its respective Hydrocarbons and receive proceeds from the sale of such Hydrocarbons, which license shall automatically terminate upon such Event of Default and for so long as the same continues, and (ii) Beneficiary has agreed not to exercise its right to receive direct delivery of Hydrocarbons and payment of proceeds immediately but rather, each party producing, purchasing or receiving Hydrocarbons may continue to make such deliveries or payments to such Grantor until such time as such party has received notice from Beneficiary that an Event of Default has occurred and is continuing and that such party is directed to make delivery or payment directly to Beneficiary.

#### **ARTICLE IV** **Grantor's Warranties and Covenants**

4.1 **Representations and Warranties.** Grantor represents and warrants as follows (provided, however, that such representations and warranties with respect the representations in the following clause (d) shall be limited to the Mortgagor's knowledge to the extent relating to Collateral for which the Mortgagor is not the operator of the related Oil & Gas Properties):

(a) *Title to Collateral.* Grantor has good and defensible title to the Collateral free from all Liens except for Permitted Liens.

(b) *Production Burdens, Expenses and Revenues.* Grantor's ownership of the Hydrocarbons and the undivided interests therein as specified in Exhibit A will, after giving full effect to the Permitted Liens and after giving full effect to any instruments or agreements affecting Grantor's ownership of the Hydrocarbons, afford Grantor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Hydrocarbons specified as net revenue interest in set forth in the most recently delivered Reserve Report, and will cause Grantor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest as set forth in the most recently delivered Reserve Report, of the costs of drilling, developing and operating the wells identified in Exhibit A. Any fractional percentage or decimal interests specified in Exhibit A in referring to Grantor's interest in the Collateral are solely for the purposes of the warranties set forth above and shall in no manner limit the quantum of the interests of Grantor in the Collateral pledged by Grantor hereunder.

(c) *Not a Foreign Person.* Grantor 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. Grantor is not a non-resident alien, foreign corporation,



foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

(d) *Rentals; Leases.* All material rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Collateral have been duly paid or provided for (except for those amounts being contested by Grantor in good faith and for which adequate reserves have been maintained in accordance with GAAP), and all leases or subleases comprising a part of the Oil and Gas Properties are valid and subsisting, in full force and effect, and there exists no default or event or circumstance which with the giving of notice or the passage of time or both would give rise to a material default under any such lease or leases, except with respect to any such Collateral that is no longer capable of producing Hydrocarbons in economically reasonable amounts or to the extent such leases have expired in accordance with their terms.

(e) *Power to Create Lien and Security.* Grantor has full power and lawful authority to grant, bargain, sell, assign, transfer, mortgage and convey a security interest in all of the Collateral in the manner and form herein provided. No authorization, approval, consent or waiver of any lessor, sublessor, Governmental Authority or other party or parties whomsoever that has not been obtained is required in connection with the execution and delivery by Grantor of this Deed of Trust with respect to any Collateral.

#### 4.2 **Further Assurances.**

(a) Grantor covenants that Grantor shall execute and deliver such other and further instruments and documents, and shall do such other and further acts as are reasonable necessary (or as Trustee and/or Beneficiary may reasonably request) to carry out more effectively the purposes of this Deed of Trust, including without limiting the generality of the foregoing, prompt correction of any defect in the execution or acknowledgment of this Deed of Trust, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; prompt correction of any defect which may hereafter be discovered in the title to the Collateral which could reasonably be expected to have a Material Adverse Effect and prompt execution and delivery of all division or transfer orders or other instruments which are required to transfer to Trustee, for the benefit of Beneficiary, and/or to Beneficiary the assigned proceeds from the sale of Hydrocarbons from the Oil and Gas Properties.

(b) Grantor covenants that Grantor shall maintain and preserve the first priority Lien and security interest herein created as a valid Lien so long as Security Termination has not occurred, subject in all respects to Permitted Liens.

4.3 **Operation by Third Parties.** As to any part of the Collateral which is operated by a party other than Grantor, until the Security Termination has occurred, Grantor shall at Grantor's own expense, use reasonable commercial efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Collateral, regardless of whether Grantor is the operator of the Oil and Gas Properties, except as expressly permitted by the Credit Agreement.

4.4 **Recording.** Grantor shall, at Grantor's own expense, record, register, deposit and file this Deed of Trust and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places as are necessary or appropriate, including in the state where Grantor is registered as a limited liability company and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a valid lien and security interest (subject in all respects to Permitted Liens) on real or immovable personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the lien and security interest created hereby in and on the Collateral.

## **ARTICLE V**

### **Default**

5.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an "Event of Default" under this Deed of Trust.

## **ARTICLE VI**

### **Beneficiary's and Trustee's Rights**

#### **6.1 Rights to Realty Collateral Upon Default.**

(a) *Operation of Property by Beneficiary and/or Trustee.* Upon the occurrence and during the continuance of any Event of Default, and in addition to all other rights of Trustee and/or Beneficiary, Trustee and/or Beneficiary shall, to the extent permitted by applicable law and, have the following rights and powers (but no obligation):

(i) To enter upon and take possession of any of the Realty Collateral and exclude Grantor therefrom;

(ii) To hold, use, administer, manage and operate the Realty Collateral to the extent that Grantor could do so, and without any liability to Grantor in connection with such operations; and

(iii) To the extent that Grantor could do so, to collect, receive and receipt for all Hydrocarbons produced and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, to drill additional wells, and to exercise every power, right and privilege of Grantor with respect to the Realty Collateral.

Trustee and/or Beneficiary may designate any person, firm, corporation or other entity to act on their behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development (including costs of unsuccessful workover operations or additional wells) have been paid, and Security Termination has occurred, the Liens created by this Deed of Trust shall be released.



(b) *Judicial Proceedings.* Upon the occurrence and during the continuance of any Event of Default, Beneficiary and/or Trustee may proceed by a suit or suits, in equity or at law for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, for the enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Mississippi or on the outer continental shelf adjacent to the State of Mississippi, Beneficiary and/or Trustee may proceed by suit for a judicial sale of the Realty Collateral; or without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all or any part of the Collateral to be immediately seized and sold by ordinary or executory process issued by any competent court, either with or without appraisal, and without the necessity of making demand upon Grantor in default, all of which are expressly waived by Grantor.

(c) *Foreclosure by Private Power of Sale of Collateral.* Upon the occurrence and during the continuance of any Event of Default, Beneficiary shall have the right and power to direct the Trustee to sell, as Beneficiary may elect, all or a portion of the Collateral at one or more sales as an entirety or in parcels, in accordance with and as permitted by any applicable state law. Trustee, at the request of Beneficiary, may sell the Realty Collateral and Fixture Collateral or any part thereof at one or more public sales at the courthouse of the county in which the is situated, at public outcry, to the highest bidder for cash, and, to the extent allowed by law in bar of the right and equity of redemption, statutory right of redemption, homestead, dower, appraisal, stay, elective share and all other rights and exemptions of every kind, all of which are hereby expressly waived by Grantor, in order to pay the secured indebtedness and all expenses of sale and of all proceedings in connection therewith, including reasonable attorney's fees, after advertising the time, place and terms of sale at least once a week for three (3) consecutive weeks preceding the date of such sale in some newspaper published in the county in which the Realty Collateral and Fixture Collateral or any part thereof is located, or if no newspaper is published in such county, then in a newspaper of general circulation therein, and by posting one notice of such sale at the courthouse where such sale is to be held. Such notice and advertisement will disclose the name of Grantor. Grantor hereby designates as Grantor's address for the purpose of notice the address set out in Section 7.15; provided that Grantor may by written notice to Beneficiary designate a different address for notice purposes. Any purchaser or purchasers will be provided with a general warranty conveyance (but subject to Permitted Liens) binding Grantor and Grantor's successors and assigns. Sale of a part of the Realty Collateral will not exhaust the power of sale, and sales may be made from time to time until all of the Realty Collateral is sold or Security Termination has occurred. Beneficiary and/or Trustee will have the authority to appoint an attorney-in-fact to act as trustee in conducting the foreclosure sale and executing a deed to the purchaser or purchasers.

(d) *Foreclosure for Installments.* Upon the occurrence and during the continuance of any Event of Default, then to the extent provided by applicable law,

Beneficiary and/or Trustee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Obligations which have not been paid when due either through the courts or by proceeding with foreclosure in satisfaction of the matured but unpaid portion of the Obligations as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest and other Obligations then due; such sale may be made subject to the unmatured portion of the Obligations, and any such sale shall not in any manner affect the unmatured portion of the Obligations, but as to such unmatured portion of the Obligations this Deed of Trust shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Obligations, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Obligations without exhausting the power to foreclose and sell the Collateral for any subsequently maturing portion of the Obligations.

(e) *Certain Aspects of Sale.* Beneficiary will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Beneficiary as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of an Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, the appointment of any successor Beneficiary or Trustee (as appropriate) hereunder and the truth and accuracy of all other matters stated therein. Grantor does hereby ratify and confirm all legal acts that Beneficiary and/or Trustee may do in carrying out Beneficiary's and/or Trustee's duties and obligations under this Deed of Trust, and Grantor hereby irrevocably appoints Beneficiary and/or Trustee (as appropriate), with full power of substitution, to be the attorney in fact of Grantor and in the name and on behalf of Grantor, to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Grantor ought to execute and deliver and do and perform any and all such acts and things which Grantor ought to do and perform under the covenants herein contained and generally to use the name of Grantor in the exercise of all or any of the powers hereby conferred on Beneficiary and/or Trustee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Beneficiary and/or Trustee, or any public officer acting under execution or by order of court, to have physically present or constructively in his possession any of the Collateral, and Grantor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(f) *Receipt to Purchaser.* Upon any sale made under the power of sale herein granted, the receipt of Beneficiary and/or Trustee will be sufficient discharge to the purchaser or purchasers at any sale for its purchase money, and such purchaser or

purchasers, will not, after paying such purchase money and receiving such receipt of Beneficiary and/or Trustee, be obligated to see to the application of such purchase money or be responsible for any loss, misapplication or non-application thereof.

(g) *Effect of Sale.* Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Grantor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Grantor, Grantor's successors or assigns, and against any and all Persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Grantor, or Grantor's successors or assigns. Nevertheless, if requested by Beneficiary and/or Trustee so to do, Grantor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Grantor agrees that if Grantor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Grantor will be considered a tenant at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Grantor.

(h) *Application of Proceeds.* The proceeds of any sale of the Realty Collateral or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall be applied in the manner set forth in Section 6.02 of the Credit Agreement.

(i) *Grantor' Waiver of Appraisement and Marshalling.* Grantor agrees, to the full extent that Grantor may lawfully so agree, that Grantor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Deed of Trust or pursuant to the decree of any court of competent jurisdiction; and Grantor, for Grantor and all who may claim through or under Grantor, hereby waives the benefit of all such laws and, to the extent that Grantor may lawfully do so under any applicable law of the State of Mississippi, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Grantor agrees that Beneficiary and/or Trustee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Beneficiary and/or Trustee may direct.

(j) *Other Waivers.*

(i) Beneficiary and/or Trustee may resort to any security given by this Deed of Trust or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as Beneficiary and/or Trustee (acting at the direction of



the Required Lenders), and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or liens created by this Deed of Trust.

(ii) Grantor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Grantor hereby authorizes Beneficiary and/or Trustee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisal (appraisal being hereby expressly waived) either in its entirety or in lots, or parcels as Beneficiary and/or Trustee may determine to the highest bidder for cash or on such terms as Beneficiary and Trustee may direct, Grantor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(iii) Grantor waives the provisions of Miss. Code Ann. §89-1-55 as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time.

(k) *Applicable Law.* If any law referred to herein and now in force, of which Grantor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof

6.2 **Rights to Personalty Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Beneficiary and/or Trustee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the Mississippi Uniform Commercial Code (Miss. Code Ann. §§ 75-9-101 et seq.) as amended, modified or succeeded, and under all other applicable laws of Mississippi and this Deed of Trust. To the extent permitted by applicable laws, Beneficiary and/or Trustee shall have the right to take possession of the Personalty Collateral, and for this purpose Beneficiary and/or Trustee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Grantor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Beneficiary and/or Trustee may require Grantor to assemble the Personalty Collateral and make it available to Beneficiary and/or Trustee at a place to be designated by Beneficiary and/or Trustee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary and/or Trustee will send Grantor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed, postage prepaid, to Grantor at the address designated in Section 7.15 hereof (or such other address as has been designated as provided herein) at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Beneficiary and/or Trustee will be entitled to recover attorneys' fees and legal expenses as provided for in this

Deed of Trust and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Grantor shall remain liable for any deficiency remaining after the sale or other disposition. Grantor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

6.3 **Rights to Fixture Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Beneficiary and/or Trustee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

6.4 **Other Rights.** In addition to the rights as described in Sections 6.1, 6.2 and 6.3, upon the occurrence and during the continuance of any Event of Default, Beneficiary and/or Trustee may take such other action, without notice or demand, to protect and enforce its rights against Grantor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise (at the direction of the Required Lenders), without impairing or otherwise affecting the other rights and remedies of Beneficiary and/or Trustee: institute proceedings for the complete foreclosure of this Deed of Trust, in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Deed of Trust for the portion of the Obligations then due and payable, subject to the continuing Lien of this Deed of Trust for the balance of the Obligations not then due; or institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Deed of Trust; or apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Grantor or of any Person liable for the payment of the Obligations; or pursue such other remedies as Beneficiary and/or Trustee may have under applicable law.

6.5 **Reserved.**

6.6 **Account Debtors.** Beneficiary and/or Trustee may after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Beneficiary and/or Trustee and contact account debtors directly to verify information furnished by Grantor. Beneficiary and/or Trustee shall not have any obligation to preserve any rights against prior parties.

6.7 **Costs and Expenses.** All sums advanced or costs or expenses incurred by Beneficiary and/or Trustee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Grantor to Beneficiary as part of the Obligations. Grantor hereby agrees to repay such sums on demand plus interest thereon from the date of the advance or incurrence until reimbursement of Beneficiary and/or Trustee at the Reimbursement Rate.



6.8 **Set-Off.** Upon the occurrence and during the continuance of any Event of Default, Beneficiary shall have the right to set-off any funds of Grantor in the possession of Beneficiary against any amounts then due by Grantor to Beneficiary pursuant to the Deed of Trust.

6.9 **Resignation of Operator.** In addition to all rights and remedies under this Deed of Trust, at law and in equity, upon the occurrence and during the continuance of any Event of Default, if Beneficiary and/or Trustee shall exercise any remedies under this Deed of Trust with respect to any particular Oil and Gas Property (or Grantor shall transfer such Oil and Gas Property "in lieu of" foreclosure) whereupon Grantor is divested of its title to such Oil and Gas Property, the Trustee and/or Beneficiary shall have the right to request that any operator of such Oil and Gas Property which is either Grantor or any Affiliate of Grantor resign as operator under the joint operating agreement applicable to such Oil and Gas Property, and no later than 60 days (or such earlier time as may be permitted by the applicable joint operating agreement) after receipt by Grantor of any such request, Grantor shall resign (or, to the extent it is able to do so, cause such other Person to resign) as operator of such Oil and Gas Property.

6.10 **Inapplicability of Certain Provisions.** Anything herein contained to the contrary notwithstanding, the provisions of this Deed of Trust relative to powers of sale, the rule against perpetuities and other provisions which pertain to rights or remedies not recognized under Mississippi law, shall have no effect.

## **ARTICLE VII**

### **Miscellaneous**

7.1 **Advances by Beneficiary.** Each and every covenant of Grantor herein contained shall be performed and kept by Grantor solely at Grantor's expense. If Grantor fails to perform or keep any of the covenants of whatsoever kind or nature contained in this Deed of Trust, Beneficiary (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Grantor's behalf, and Grantor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand plus interest thereon from the date of the advance until reimbursement of Beneficiary. In addition, Grantor hereby agrees to repay on demand any reasonable out-of-pocket costs, expenses and attorney's fees incurred by Beneficiary which are to be obligations of Grantor pursuant to, or allowed by, the terms of this Deed of Trust, including such reasonable out-of-pocket costs, expenses and attorney's fees incurred pursuant hereto, plus interest thereon from the date of the advance by Beneficiary until reimbursement of Beneficiary. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Grantor from any default hereunder.

7.2 **Defense of Claims.** Grantor shall promptly notify Beneficiary in writing of the commencement of any legal proceedings affecting Grantor's title to the Collateral or Beneficiary's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Beneficiary, as may be necessary to preserve Grantor's and Beneficiary's rights affected thereby. If Grantor fails or refuses to adequately or vigorously, in the sole judgment of Beneficiary, defend Grantor's or Beneficiary's rights to the Collateral, Beneficiary may take

such action on behalf of and in the name of Grantor and at Grantor's expense. Moreover, Beneficiary may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All reasonable out-of-pocket costs, expenses and attorneys' fees incurred by Beneficiary pursuant to this Section 7.2 or in connection with the defense by Beneficiary of any claims, demands or litigation relating to Grantor, the Collateral or the transactions contemplated in this Deed of Trust shall be paid by Grantor as provided in Section 7.1.

**7.3 Defense of Deed of Trust.** If the validity or priority of this Deed of Trust or of any rights, titles, liens, privileges or security interests created or evidenced hereby with respect to the Collateral or any part thereof or the title of Grantor to the Collateral shall be attacked directly or indirectly or if any legal proceedings are instituted against Grantor with respect thereto, Grantor will give prompt written notice thereof to Beneficiary and at Grantors' own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all commercially reasonable steps for the defense of such legal proceedings. Beneficiary (whether or not named as party to legal proceedings with respect thereto), is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Deed of Trust and the rights, titles, privileges, liens and security interests created or evidenced hereby, including but not limited to the employment of independent counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Collateral and the removal of prior liens or security interests (other than Permitted Liens), and all expenditures so made of every kind and character shall be an Obligation (which obligation Grantor hereby expressly promises to pay) owing by Grantor to Beneficiary.

**7.4 Termination.** If Security Termination has occurred, then all of the Collateral will revert to Grantor and the entire estate, right, title and interest of Beneficiary will thereupon cease; and Beneficiary in such case shall, upon the written request of Grantor and the payment by Grantor of all reasonable attorneys' fees and other expenses, deliver to Grantor proper instruments acknowledging satisfaction of this Deed of Trust.

**7.5 Renewals, Amendments and Other Security.** Without notice or consent of Grantor, renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to agreements relating to any part of such written instruments or the Collateral. Beneficiary may take or hold other security for the Obligations without notice to or consent of Grantor. The acceptance of this Deed of Trust by Beneficiary shall not waive or impair any other security Beneficiary may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. Beneficiary may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Deed of Trust. This Deed of Trust may not be amended, waived or modified except in a written instrument executed by both Grantor and Beneficiary.

7.6 **Security Agreement, Financing Statement and Fixture Filing.** This Deed of Trust shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. **AS A FINANCING STATEMENT AND AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL, AND SUBJECT TO SUBSECTION (4) OF SECTION 7-9A-301 OF THE MISSISSIPPI UNIFORM COMMERCIAL CODE (Miss. Code Ann. § 75-9-301(4)), AS AMENDED, MODIFIED OR SUCCEEDED, THIS DEED OF TRUST IS INTENDED TO COVER ALL PERSONALTY COLLATERAL INCLUDING GRANTOR'S INTEREST IN ALL HYDROCARBONS AS AND AFTER THEY ARE EXTRACTED AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF AT THE WELLHEAD. THIS DEED OF TRUST SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL INCLUDED WITHIN THE COLLATERAL. THIS DEED OF TRUST 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 MISSISSIPPI UNIFORM COMMERCIAL CODE.** This Deed of Trust shall be filed in the real estate/chancery court (mortgage and conveyance) records or other appropriate records of the county or counties in the state in which any part of the Realty Collateral and Fixture Collateral is located as well as the Uniform Commercial Code records or other appropriate office of the state in which any Collateral is located. Beneficiary hereby is authorized to file financing statements covering the Personalty Collateral, including all Hydrocarbons sold at the wellhead, and Fixture Collateral, which financing statements may be filed in the Uniform Commercial Code records or other appropriate office of the county or state in which any of the Collateral is located or is adjacent to such county or state or in any other location permitted or required to perfect Beneficiary's security interest under the Uniform Commercial Code. In addition, Grantor hereby irrevocably authorizes Beneficiary and any affiliate, employee or agent thereof, at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statement or document and amendments thereto, without the signature of Grantor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Deed of Trust. A photographic or other reproduction of this Deed of Trust shall be sufficient as a financing statement.

7.7 **Authentic Evidence.** Any and all declarations of facts made by authentic act before a notary public in the presence of two (2) witnesses by a Person declaring that such facts lie within his or its knowledge, shall constitute authentic evidence of such facts for the purpose of executory process. Grantor specifically agrees that such an affidavit by a representative of Beneficiary as to the existence, amount, terms and maturity of the Obligations and of a default thereunder shall constitute authentic evidence of such facts for the purpose of executory process.

7.8 **Unenforceable or Inapplicable Provisions.** If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will



remain in full force and effect and will be liberally construed in favor of Beneficiary in order to carry out the provisions hereof.

7.9 **Rights Cumulative.** Each and every right, power and remedy herein given to Beneficiary will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Beneficiary, and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by Beneficiary in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

7.10 **Discontinuance of Proceedings.** If Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under any Secured Transaction Document or available at law and shall thereafter elect to discontinue or abandon same for any reason, then it shall have the unqualified right so to do and, in such an event, the parties shall be restored to their former positions with respect to the Obligations, this Deed of Trust, the Credit Agreement, the Collateral and otherwise, and the rights, remedies, recourses and powers of Beneficiary shall continue as if same had never been invoked.

7.11 **Waiver by Beneficiary.** Any and all covenants in this Deed of Trust may from time to time by instrument in writing by Beneficiary (acting at the direction of the Required Lenders), be waived, but no such waiver will ever affect or impair Beneficiary's rights hereunder, except to the extent specifically stated in such written instrument.

7.12 **Terms.** The term "Grantor" as used in this Deed of Trust will be construed as singular or plural to correspond with the number of Persons executing this Deed of Trust as Grantor. If more than one Person executes this Deed of Trust as Grantor, his, her, its, or their duties and liabilities under this Deed of Trust will be joint and several. The terms "Beneficiary" and "Grantor" as used in this Deed of Trust include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Deed of Trust which are defined in the Uniform Commercial Code of Mississippi are used with the meanings therein defined.

7.13 **Counterparts.** This Deed of Trust may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular counties, counterpart portions of Exhibit A that describe Properties situated in counties other than the counties in which such counterpart is to be recorded may have been omitted.

7.14 **Governing Law.** This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Mississippi.

7.15 **Notice.** All notices required or permitted to be given by Grantor or Beneficiary shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Grantor: Kosmos Energy Gulf of Mexico Operations, LLC  
c/o Kosmos Energy Ltd.  
8176 Park Lane, Suite 500  
Dallas, Texas 75231  
Attention: General Counsel  
Telephone: (214) 445-9600  
Email address: kosmosgeneralcounsel@kosmosenergy.com

With a copy to: O'Melveny & Myers LLP  
2801 N. Harwood Street, Suite 1600  
Dallas, Texas 75201  
Attention: Jason A. Schumacher  
Telephone: (972) 360-1942  
Email address: jschumacher@omm.com

Beneficiary: Ankura Trust Company, LLC  
140 Sherman Street  
Fairfield, CT 06824  
Attn: Krista Gulalo  
Email: krista.gulalo@ankura.com

With a copy to: Cahill Gordon & Reindel LLP  
32 Old Slip  
New York, NY 10005  
Attention: Jordan Wishnew  
Telephone: (212) 701-3450  
Email address: JWishnew@cahill.com

7.16 **Condemnation.** All awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Beneficiary. Beneficiary hereby is authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Grantor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Beneficiary free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may at the option of Beneficiary (acting at the direction of the Required Lenders), be retained and applied by Beneficiary after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Grantor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.



7.17 **Successors and Assigns.**

(a) This Deed of Trust is binding upon Grantor, Grantor's successors and assigns, and shall inure to the benefit of Beneficiary and its permitted successors and assigns, and the provisions hereof shall likewise be covenants conning with the land.

(b) To the extent permitted by the Credit Agreement, this Deed of Trust shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the legal transfer or assignment by Beneficiary of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to Beneficiary under this Deed of Trust. Grantor specifically agrees that, upon any transfer of all or any portion of the Obligations permitted by the Credit Agreement, this Deed of Trust shall secure with retroactive rank the existing Obligations of Grantor to the transferee and any and all Obligations to such transferee thereafter arising.

7.18 **Section Headings.** The article and section headings in this Deed of Trust are inserted for convenience of reference and shall not be considered a part of this Deed of Trust or used in its interpretation.

7.19 **Instrument Construed as Mortgage, etc.** This Deed of Trust may be construed as a mortgage of both real/immovable and personal/movable property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

7.20 **Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Deed of Trust so that the terms and provisions of this Deed of Trust do not conflict with the terms and provisions of the Credit Agreement and the Commercial Contracts; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Deed of Trust conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Deed of Trust of terms and provisions, supplemental rights or remedies in favor of Beneficiary not addressed in the Credit Agreement shall not be deemed to be a conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

7.21 **Due Authorization.** Grantor hereby represents, warrants and covenants to Beneficiary that the obligations of Grantor under this Deed of Trust are the valid, binding and legally enforceable obligations of Grantor, that the execution, sealing and delivery of this Deed of Trust by Grantor has been duly and validly authorized in all respects by Grantor, and that the persons who are executing and delivering this Deed of Trust on behalf of Grantor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Deed of Trust on Grantor's part to be observed or performed.

7.22 **No Offsets, Etc.** Grantor hereby represents, warrants and covenants to Beneficiary that there are no offsets, counterclaims or defenses at law or in equity against this Deed of Trust or the indebtedness secured thereby.

7.23 **Trustee.**

(a) **Duties, Rights, and Powers of Trustee.** The Trustee shall have no duty to see to any recording, filing or registration of this Deed of Trust or any other instrument in addition or supplemental thereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge that may be levied or assessed on the Property secured hereunder, or any part thereof, or against any Grantor, or to see to the performance or observance by the applicable Grantor of any of the covenants and agreements contained herein. The Trustee shall not be responsible for the execution, acknowledgment or validity of this Deed of Trust or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of Beneficiary. The Trustee shall have the right to consult with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. The Trustee shall not incur any personal liability hereunder except for the Trustee's own willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by the Trustee in good faith to be genuine.

(b) **Successor Trustee.** The Trustee may resign by written notice addressed to Beneficiary or be removed at any time with or without cause by an instrument in writing duly executed on behalf of Beneficiary. In case of the death, resignation or removal of the Trustee, a successor may be appointed by Beneficiary by instrument of substitution complying with any applicable governmental requirements, or, in the absence of any such requirement, without formality other than appointment and designation in writing. Written notice of such appointment and designation shall be given by Beneficiary to Grantor, but the validity of any such appointment shall not be impaired or affected by failure to give such notice or by any defect therein. Such appointment and designation shall be full evidence of the right and authority to make the same and of all the facts therein recited. Upon the making of any such appointment and designation, this Deed of Trust shall vest in the successor all the estate and title in and to all of the Property secured hereunder, and the successor shall thereupon succeed to all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee named herein, and one such appointment and designation shall not exhaust the right to appoint and designate an additional successor but such right may be exercised repeatedly until termination has occurred. To facilitate the administration of the duties hereunder, Beneficiary may appoint multiple trustees to serve in such capacity or in such jurisdictions as Beneficiary may designate.

(c) **Retention of Moneys.** All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent

required by law) and the Trustee shall be under no liability for interest on any moneys received by said Trustee.

7.24 **Exculpation Provisions.** Each of the parties hereto specifically agrees that it has a duty to read this Deed of Trust; and agrees that it is charged with notice and knowledge of the terms of this Deed of Trust; that it has in fact read this Deed of Trust and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Deed of Trust; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of this Deed of Trust; and has received the advice of its attorney in entering into this Deed of Trust; and that it recognizes that certain of the terms of this Deed of Trust result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Deed of Trust on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."

7.25 **Collateral Agent.** Ankura Trust Company, LLC has or will be appointed as Beneficiary and Collateral Agent for the Secured Parties hereunder. It is expressly understood and agreed by Grantor that any authority conferred upon Beneficiary and the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Collateral Agent pursuant to the Credit Agreement and the Hedge Intercreditor Agreement, and that Beneficiary and the Collateral Agent have agreed to act (and any successor Beneficiary and Collateral Agent shall act) as such hereunder only on the express conditions contained in the Credit Agreement and the Hedge Intercreditor Agreement. Any successor Collateral Agent appointed pursuant to the Credit Agreement or the Hedge Intercreditor Agreement shall be entitled to all the rights, interests and benefits of Beneficiary and the Collateral Agent hereunder. In the performance of any obligations set forth herein, Beneficiary shall be entitled to all of the rights, benefits, protections, indemnities and immunities afforded to it under the Secured Transaction Documents.

7.26 **Acceptance by Beneficiary.** To the extent permitted under Mississippi law, Beneficiary is presumed to have accepted the benefits of the Deed of Trust without the necessity of execution by Beneficiary.

7.27 **Indemnity.** Grantor will indemnify and hold harmless Beneficiary from and against all claims, demands, liabilities, losses, damages (excluding consequential damages), causes of action, judgments, penalties, costs and expenses (including without limitation reasonable attorneys' fees and expenses) which may be imposed upon, asserted against or incurred or paid by Beneficiary, on account of, in connection with, or arising out of any bodily injury or death or natural resource, human health or property damage occurring in, at, into, under or upon or in the vicinity of the Collateral through any cause whatsoever, the exercise of any rights and remedies hereunder, any transaction, act, omission, event or circumstance arising out of or in any way connected with the Collateral and any act, omission, event or circumstance existing or occurring (including without limitation the presence on or under the Collateral or release at, into, upon, under or from the Collateral of hazardous substances or solid wastes disposed of or otherwise released) resulting from or in connection with the ownership, construction, occupancy, operation, use and/or



maintenance of the Collateral, regardless of whether the act, omission, event or circumstance constituted a violation of any applicable Environmental Law at the time of its existence or occurrence.

7.28 **Beneficiary as Purchaser.** Beneficiary shall have the right to become the purchaser at any sale held in foreclosure of the liens and/or security interests evidenced hereby, and shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Obligations owing to such party.

7.29 **DEFICIENCY JUDGMENT.** BENEFICIARY HAS THE RIGHT TO PROCEED TO OBTAIN AND COLLECT DEFICIENCY JUDGMENT, TOGETHER WITH FORECLOSURE OF THE COLLATERAL UNDER APPLICABLE MISSISSIPPI LAW.

7.30 **WAIVER OF CONSEQUENTIAL DAMAGES.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS DEED OF TRUST TO THE CONTRARY, BENEFICIARY SHALL NOT BE ENTITLED TO CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS OF ANY KIND, IN CONNECTION WITH THIS DEED OF TRUST.

7.31 **Amendment and Restatement.** This Deed of Trust shall be deemed to amend and restate the Existing Deed of Trust in its entirety, and all of the terms and provisions hereof shall supersede the terms and conditions thereof. The parties hereto further agree that this Deed of Trust shall serve to extend, renew and continue, but not to extinguish or novate, the liens and security interests granted under the Existing Deed of Trust in its entirety and to amend, restate and supersede, but not to extinguish or cause to be novated the Obligations under the Credit Agreement.

7.32 **Hedge Intercreditor Agreement.** Notwithstanding anything herein to the contrary, this Deed of Trust and the exercise of any right or remedy hereunder are subject to the provisions of the Hedge Intercreditor Agreement (if applicable) and, further, to the extent any provision herein contained shall be inconsistent with any provision contained in the Hedge Intercreditor Agreement, the provisions of the Collateral Agency Agreement shall prevail.

**THIS WRITTEN AGREEMENT AND THE SECURED TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

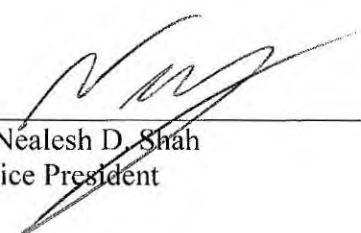
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EXECUTED effective as of the date first written above, though actually executed on the date set forth in the acknowledgment below.

**GRANTOR:**

**KOSMOS ENERGY GULF OF MEXICO  
OPERATIONS, LLC**, a Delaware limited  
liability company

By:

  
\_\_\_\_\_  
Name: Nealesh D. Shah  
Title: Vice President

STATE OF Texas

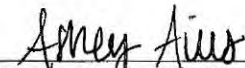
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COUNTY OF Dallas

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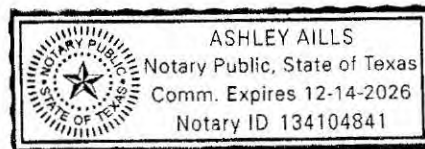
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Personally appeared before me, the undersigned authority in and for the said county and state, on this 24 day of September, 2025, within my jurisdiction, the within named Nealesh D. Shah, who acknowledged to me that he/she is the Vice President of Kosmos Energy Gulf of Mexico Operations, LLC, a Delaware limited liability company, and that in said representative capacity he/she executed the above and foregoing instrument, after first having been duly authorized to do so.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 12-14-26

Seal:





**EXHIBIT A**  
**TO**  
**DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT,**  
**FIXTURE FILING AND FINANCING STATEMENT**

The designation "Working Interest" or "WI" when used in this Exhibit A, means an interest owned. Any reference in this Exhibit A to wells or units is for warranty of interest, administrative convenience and identification and shall not limit or restrict the right, title, interest or properties covered by this Deed of Trust. All right, title and interest of Grantor in the properties described herein are and shall be subject to this Deed of Trust, regardless of the presence of any units or wells not described herein.

Unless otherwise expressly provided, all recording references in this Exhibit A are references to the official public records of real property in the county or counties in which the Mortgaged Property is located and in which record documents relating to the Mortgaged Property are recorded, whether Conveyance Records, Deed Records, Mortgage Records, Deed of Trust Records, Oil and Gas Records ("OGR"), Oil and Gas Lease Records or other records. All references to "Volume" shall mean "Book" and all references herein to "Book" shall mean "Volume" for the purposes of identifying the proper place of recording in the office in which record documents are recorded. Any references to "Lease No." or to any particular "County" are merely for internal reference purposes and shall not limit the effectiveness of this Deed of Trust and this Exhibit A, whether for recording purposes or otherwise. The abbreviation "GWI" denotes Grantor's working interest or operating interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation "RT (GWI)" denotes Grantor's record title working interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation "OR (GWI)" denotes Grantor's operating rights interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation "NRI" denotes Grantor's net revenue interest, which term is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation "APO" means "after payout," and is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation "BPO" means "before payout," and is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation "ORRI" means "overriding royalty interest" and is intended to have the meaning commonly attributed to such term in the oil and gas industry.

THE BELOW DESCRIBED SCHEDULES ARE ATTACHED TO THIS EXHIBIT A AND  
ARE MADE A PART HEREOF:

Schedule I — Leasehold Interests  
Schedule II — Wells

Exhibit A

## **Schedule I**

### **LEASES**

#### **BARATARIA - MISSISSIPPI CANYON 521**

#### **RECORD TITLE INTEREST**

**Parish/County:**                      Plaquemines Parish, Louisiana  
   Mobile County, Alabama

OCS-G 34441 dated effective as of November 1, 2012, by and between the United States of America, as Lessor, and Red Willow Offshore, LLC and Houston Energy, L.P. as Lessees, covering all of Block 521, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.

Working and Net Revenue Interests
--------------------------------------

<u>WI</u>	<u>NRI</u>
<u>22.50000%</u>	<u>15.73875%</u>

Right-of-Way OCS-G 29341

Working Interest
------------------

100.00000%

#### **Agreements and Instruments:**

1. Deepwater Operating Agreement dated effective January 1, 2015, between Deep Gulf Energy III, LLC, Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC and Ridgewood Barataria, LLC, as amended.

## Schedule I

### LEASES

#### GLADDEN - MISSISSIPPI CANYON BLOCK 800

#### RECORD TITLE INTEREST

Parish/County:                      Plaquemines Parish, Louisiana

OCS-G 18292, dated effective as of July 1, 1997, between the United States of America, as Lessor, and Union Pacific Resources Company, as Lessee, covering all of Block 800, Mississippi Canyon, OCS Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI with Royalty</u> <u>Relief</u>	<u>NRI - No Royalty</u> <u>Relief</u>
<u>20.00%</u>	<u>19.60%</u>	<u>17.10%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement effective January 23, 2007, between Newfield, Exploration Company as Operator and Deep Gulf Energy, LP and ATP Oil & Gas Corporation as Non-Operators, as amended.

## Schedule I

### LEASES

#### KODIAK - MISSISSIPPI CANYON BLOCKS 727/771

#### OPERATING RIGHTS INTEREST

**Parish/County:**      Plaquemines Parish, Louisiana  
                             Hancock County, Mississippi  
                             Harrison County, Mississippi  
                             Jackson County, Mississippi

Oil and Gas Lease bearing Serial No. OCS-G 24102, effective June 1, 2002, by and between the United States of America, as Lessor, and BP Exploration & Production Inc., as Lessee, covering all of Block 727, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 4,320 acres.

Oil and Gas Lease bearing Serial No. OCS-G 24107, effective June 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production Inc., as Lessee, covering all of Block 771, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INsofar AND ONLY INsofar as the Lease covers those depths lying between 17,500 feet down to the depth of 99,999 feet TVD.

MC 727 and MC 771 Operating Rights (from 17,500' TVDSS down to 99,999' TVDSS) Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>34.9624100%</u>	<u>27.6874790%</u>

Right-of-Way OCS-G 29236

Working Interest
------------------

100.000000%

#### Agreements and Instruments:

1. Operating Agreement dated effective September 1, 2007, between BP Exploration & Production Inc., Marubeni Oil & Gas (USA) Inc. and Dominion Exploration & Production Inc., as amended.
2. Unit Operating Agreement for MC 727 Unit dated effective February 1, 2013, between Deep Gulf Energy II, LLC, Eni Petroleum US LLC and Marubeni Oil & Gas (USA) Inc., as amended.

## Schedule I

### LEASES

#### MARMALARD - MISSISSIPPI CANYON BLOCK 255 / 300

##### RECORD TITLE INTEREST

**Parish/County:**                      Plaquemines Parish, Louisiana  
   Mobile County, Alabama

OCS-G 24064, effective July 1, 2002, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 255, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

Working and Net Revenue Interests
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<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>8.8529420%</u>

After 20% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>8.5209610%</u>

OCS-G 22868, effective (not stated on lease treated as June 1, 2001), by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 300, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>9.4228710%</u>

After 20% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>9.0696640%</u>



## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Operating Agreement effective June 18, 2008, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC and Deep Gulf Energy II, LLC.
2. Unit Operating Agreement dated February 1, 2012, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore LLC, Stephens Production Company, LLC, Ridgewood Energy Corporations, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC, ILX Prospective Leases, LLC and Crux1, LLC, as amended.

## Schedule I

### LEASES

#### **NOONAN – DANNY I GARDEN BANKS BLOCK 506**

#### **RECORD TITLE INTEREST**

**Parish/County:** Cameron Parish, Louisiana  
Vermilion Parish, Louisiana

OCS-G 26664, dated effective as of December 1, 2004, between the United States of America, as Lessor, and Remington Oil and Gas, as Lessee, covering all of Block 506, Garden Banks, OCS Official Protraction Diagram, NG 15-02.

Danny I - Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>30.0000000%</u>	<u>26.2500000%</u>

#### **Agreements and Instruments:**

1. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering GB 463, 506, 507 506.
2. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering EC 371 (S/2) and EC 381.
3. Offshore Operating Agreement dated effective November 1, 2010, between Deep Gulf Energy, LP, Deep Gulf Energy II, LLC and Energy Resource Technology GOM, Inc.

## Schedule I

### LEASES

#### ODD JOB - MISSISSIPPI CANYON BLOCKS 214 / 215

##### RECORD TITLE INTEREST

**Parish/County:**           Plaquemines Parish, Louisiana  
                                  Lafourche Parish, Louisiana  
                                  Baldwin County, Alabama  
                                  Mobile County, Alabama  
                                  Jackson County, Mississippi

OCS-G 24059, effective July 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production, Inc. and Spinnaker Exploration, L.L.C., as Lessees, covering all of Block 214, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interest
----------------------------------

<u>WI</u>	<u>NRI</u>
<u>61.057020%</u>	<u>47.013905%</u>

OCS-G 24060, effective June 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production, Inc. and Spinnaker Exploration, L.L.C., as Lessees, covering all of Block 215, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>54.8750000%</u>	<u>42.2537500%</u>

Right-of-Way OCS-G 29336

Working Interest
------------------

100.0000000%

## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Joint Operating Agreement Odd Job Prospect effective July 1, 2002, between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC covering MC 213, 214 & 215, as amended.
2. Odd Job Unit Operating Agreement effective March 1, 2013, between Eni US Operating Co. Inc., Eni Petroleum US LLC and Deep Gulf Energy II, LLC, as amended.
3. Odd Job Prospect Unit Operating Agreement effective March 2, 2013 between Eni Petroleum US LLC, Ecopetrol America Inc., Calypso Exploration, LLC and Deep Gulf Energy II, LLC, as amended

## Schedule I

### LEASES

#### SOUTH SANTA CRUZ - MISSISSIPPI CANYON BLOCK 563

#### RECORD TITLE INTEREST

**Parish/County:**      Plaquemines Parish, Louisiana  
                                 Lafourche Parish, Louisiana  
                                 Mobile County, Alabama

OCS-G 21176, dated effective as of July 1, 1999, between the United States of America, as Lessor, and Elf Exploration, Inc., as Lessee, covering all of Block 563, Mississippi Canyon, OCS Official Protraction Diagram, NG 16-10.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u> <u>w/Royalty</u> <u>Relief</u>	<u>NRI w/o</u> <u>Royalty</u> <u>Relief</u>
<u>40.5000000%</u>	<u>33.2100000%</u>	<u>28.1475000%</u>

#### Agreements and Instruments:

1. Unit Operating Agreement dated effective January 1, 2009, between Noble Energy, Inc., BP Exploration & Production Inc., Red Willow Offshore, LLC and HE&D Offshore, L.P., as amended.
2. Offshore Operating Agreement dated October 10, 2014, between Deep Gulf Energy III, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures I, LLC, Ridgewood South Santa Cruz, LLC and ILX Prospect South Santa Cruz, LLC, as amended



## Schedule I

### LEASES

#### **SOB II - MISSISSIPPI CANYON BLOCK 431**

#### **RECORD TITLE INTEREST**

**Parish/County:**       Plaquemines Parish, Louisiana  
                              Mobile County, Alabama

OCS-G 22877, effective June 1, 2001, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 431, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interests
-----------------------------------

Before 10% IRR is Reached
---------------------------

<u>WI</u>	<u>NRI</u>
<u>11.8231100%</u>	<u>9.1849220%</u>

After 10% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985825%</u>	<u>8.8529415%</u>

After 20% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>8.5209610%</u>

#### **Agreements and Instruments:**

1. Unit Operating Agreement effective April 1, 2011, between LLOG Exploration Offshore, L.L.C., HE&D Offshore, L.P., Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC and Deep Gulf Energy II, LLC, as amended.
2. Operating Agreement effective August 12, 2018, between LLOG Exploration Offshore, LLC, Calypso Exploration, LLC, Crux1, LLC, Kosmos Energy Gulf of Mexico Operations, LLC, Ridgewood Energy Corporation, ILX Prospect Driller, LLC and Houston Energy Deepwater Ventures II, LLC.

## Schedule I

### LEASES

#### **TORNADO - GREEN CANYON BLOCK 281**

#### **OPERATING RIGHTS INTEREST**

**Parish/County:** Terrebonne Parish, Louisiana

OCS-G 33242, dated effective as of June 1, 2009, between the United States of America, as Lessor, and Energy Resource Technology GOM, Inc., as Lessee, covering all of Block 281, Green Canyon, OCS Official Protraction Diagram, NG 15-03 INsofar AND ONLY INsofar as the lease covers NE/4 NW/4 NW/4; S/2 NW/4 NW/4; W/2 NE/4 NW/4; SW/4 NW/4; W/2 SE/4 NW/4; the N/2 NW/4 SW/4 and NW/4 NE/4 SW/4 as it covers the stratigraphic equivalent of the depths between 19,022' SSTVD (19,200' MD) and the deeper of 22,000' SSTVD (20,755'MD) or the top of the salt as recorded on the Baker Hughes Memory Log LWC GR/Resis/Dens Nev 5 in./ 100 ft. Measured Depth on the composite Log of the ERT OCS-G 33242 Well No. 1 ST 1 in Block 281, Green Canyon.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>35.00000%</u>	<u>24.93750%</u>

#### **Agreements and Instruments:**

1. Offshore Operating Agreement dated effective September 30, 2007, between Energy Resource Technology GOM, Inc., and Sojitz GOM Deepwater, Inc., as amended.

## Schedule I

### LEASES

#### WINTERFELL – GREEN CANYON BLOCKS 943 / 944 / 987 / 988

##### RECORD TITLE INTEREST

**Parish/County:** Terrebonne, Louisiana  
Lafourche Parish, Louisiana

OCS-G 36060, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36061, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36309, dated effective as of June 1, 2018, by and between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC and LLOG Bluewater Holdings, L.L.C. Lessees, covering all of Block 987, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.242026%</u>

OCS-G 35417, dated effective as of June 1, 2014, by and between the United States of America, as Lessor, and Houston Energy, L.P. and Red Willow Offshore, LLC as Lessees, covering all of Block 988, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.502647%</u>

## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Operating Agreement effective November 1, 2019, between BOE Exploration & Production LLC, Beacon Offshore Energy Exploration LLC, Red Willow Offshore, LLC and Houston Energy, L.P., as amended.

## Schedule I

### LEASES

#### GETTYSBURG – DE SOTO CANYON BLOCKS 398 / 399

##### RECORD TITLE INTEREST

Parish/County:      Plaquemines Parish, Louisiana

OCS-G 36283 dated effective as of July 1, 2018, by and between the United States of America, as Lessor, and Deep Gulf Energy III, LLC as Lessee, covering all of Block 398, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>25.00000000%</u>	<u>19.3125000%</u>

OCS-G 37782 dated effective as of April 1, 2024, by and between the United States of America, as Lessor, and Shell Offshore Inc. as Lessee, covering all of Block 399, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>25.00000000%</u>	<u>20.1458300%</u>

##### Agreements and Instruments:

1. Operating Agreement effective January 28, 2025, between Shell Offshore Inc. and Kosmos Energy Gulf of Mexico Operations, LLC.



## Schedule I

### LEASES

#### **TIBERIUS – KEATHLEY CANYON 964**

##### **RECORD TITLE INTEREST**

**Parish/County:** St. Mary Parish, Louisiana  
Iberia Parish, Louisiana  
Vermilion Parish, Louisiana

OCS-G 36694, dated effective as of July 1, 2019, by and between the United States of America, as Lessor, and Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC as Lessees, covering all of Block 964, Keathley Canyon, as shown on OCS Official Protraction Diagram, NG 15-05.

Working and Net Revenue Interests	
<u>WJ</u>	<u>NRI</u>
<u>50.0000000%</u>	<u>40.1251500%</u>

Proposed Right-of-Way OCS-G 29566

Working Interest
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\*100%

\* Kosmos Interest upon BOEM approval

Proposed Right-of-Way OCS-G 29763

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

#### **Agreements and Instruments:**

1. Joint Operating Agreement effective August 1, 2022, between Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC, as amended.

**Schedule II**

**WELLS**

Prospect	Block	Lease Number	Well Name/Number	API #	Working Interest	Net Revenue Interest	Net Revenue Interest w/ Royalty Relief	Net Revenue Interest w/o Royalty Relief
Barataria	Mississippi Canyon 521	OCS-G 34441	SS001	608174131300	22.500000%	15.738750%	NA	NA
Gladden	Mississippi Canyon 800	OCS-G 18292	SS001; SS002	608174112701 608174140600	20.000000%	NA	19.600000%	17.100000%
Kodiak	Mississippi Canyon 771	OCS-G 24107	SS002; SS003	608174141900 608174129200	34.962410%	27.687479%	NA	NA
Marmalard	Mississippi Canyon 255	OCS-G 24064	SS001; SS002; SS003; SS003-ST	608174125800 608174130500 608174148900 608174148901	11.398583%	8.852942%	NA	NA
Marmalard	Mississippi Canyon 300	OCS-G 22868	SS001; SS002	608174120600 608174129500	11.398583%	9.422871%	NA	NA
Noonan - Danny I	Garden Banks 506	OCS-G 26664	002	608074028601	30.000000%	26.250000%	NA	NA
Odd Job	Mississippi Canyon 214	OCS-G 24059	002	608174138001	61.057020%	47.013905%	NA	NA
Odd Job	Mississippi Canyon 215	OCS-G 24060	SS001; SS002	608174129101 608174137600	54.875000%	42.253750%	NA	NA
SOB2	Mississippi Canyon 431	OCS-G 22877	SS002	608174120301	11.823110%	NA	10.277764%	9.184922%
South Santa Cruz	Mississippi Canyon 563	OCS-G 21176	SS001	608174130000	40.500000%	NA	33.210000%	28.147500%
Tiberius	Keathley Canyon 964	OCS-G 36694	004; ST00BP01	608084007400 608084007401	50.000000%	40.125150%	NA	NA
Tornado	Green Canyon 281	OCS-G 33242	SS001, SS002, SS003	608114065701 608114069101 60811407801	35.000000%	24.937500%	NA	NA
Winterfell	Green Canyon 943	OCS-G 36060	WA002	608114075301	25.04375%	19.323483%	NA	NA
Winterfell	Green Canyon 944	OCS-G 36061	WA001, WA003, WB001	608114074301 608114077701 608114079001	25.04375%	19.323483%	NA	NA



SCANNED



*Angela Huns* 1st JUDICIAL DISTRICT  
Instrument 2025-0021969-T-J1  
Filed/Recorded 10/02/2025 9:45:01 AM  
Total Fees 68.00  
47 Pages Recorded

**PREPARED BY, AND WHEN  
RECORDED, PLEASE RETURN TO:**

Matthew D. Lea  
Morgan, Lewis & Bockius LLP  
1000 Louisiana Street, Suite 4000  
Houston, Texas 77002  
Phone: 713-890-5107

**REVIEWED FOR COMPLIANCE WITH  
RECORDING REQUIREMENTS:**

Raymond G. Russell, Mississippi Bar # 10479  
Adams & Reese LLP  
300 Renaissance  
1018 Highland Colony Parkway, Suite 800  
Ridgeland, Mississippi 39157  
Phone: 601-353-3234

**DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE  
FILING AND FINANCING STATEMENT**

**KOSMOS ENERGY GULF OF MEXICO  
OPERATIONS, LLC**  
(Grantor and Debtor)  
(Organizational ID: 5303207)  
8176 Park Lane, Suite 500  
Dallas, Texas 75231  
Phone Number: (214) 445-9600

**ANKURA TRUST COMPANY, LLC**  
(Beneficiary and Secured Party)

140 Sherman Street  
Fairfield, CT 06824  
Phone Number: (917) 731-5504

**ANN TAYLOR**  
(Trustee)  
Address:  
Jones Walker, LLP  
3100 North State Street, Suite 300  
Jackson, MS 39216  
Phone Number: (601) 949-4744

**ATTENTION RECORDING OFFICER:** This instrument is a mortgage of both real/immovable and personal/movable property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code in effect in the State of Mississippi. This instrument creates a lien on rights in or relating to lands of Grantor that are described on Exhibit A attached hereto and made a part hereof and in instruments and documents described on such Exhibit A. File this Instrument as an offshore document. Because the affected Deed of Trust

properties and collateral are located on the outer continental shelf and not on a part of any land lying north of the mean high water of the Gulf of Mexico, no indexing instructions are required.

[See additional COVER PAGE info on Page 2]

**September 24, 2025**

THIS INSTRUMENT IS A MULTIPLE INDEBTEDNESS DEED OF TRUST.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT COVERS THE INTEREST OF GRANTOR IN MINERALS OR THE LIKE (INCLUDING OIL AND GAS) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD. THIS INSTRUMENT COVERS THE INTEREST OF GRANTOR IN FIXTURES. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORDING, AMONG OTHER PLACES, IN THE DEED OF TRUST AND UCC RECORDS. PRODUCTS OF THE COLLATERAL ALSO ARE COVERED.

For purposes of filing this Deed of Trust as a financing statement and a fixture filing, the mailing address of Grantor is c/o Kosmos Energy Ltd., 8176 Park Lane, Suite 500, Dallas, Texas 75231. Kosmos Energy Gulf of Mexico Operations, LLC is a limited liability company organized under the laws of the state of Delaware. Beneficiary's mailing address is 140 Sherman Street, Fairfield, CT 06824. Grantor is the record owner of the Collateral.

\*\*\*\*\*

**DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT,  
FIXTURE FILING AND FINANCING STATEMENT**

**THIS DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT** (this “Deed of Trust”) is entered into as of September 24, 2025 (the “Effective Date”) by KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC, a Delaware limited liability company with offices c/o Kosmos Energy Ltd., 8176 Park Lane, Suite 500, Dallas, Texas 75231 (“Grantor”), represented herein by its undersigned officer, duly authorized by the resolutions attached hereto as Exhibit B, in favor of ANN TAYLOR, as Trustee for the benefit of Ankura Trust Company, LLC, a New Hampshire limited liability company with offices at 140 Sherman Street, Fairfield, CT 06824 (“Beneficiary”), for the benefit of the Secured Parties.

RECITALS

A. This instrument (the “Deed of Trust”) is executed and delivered by Grantor to and in favor of Beneficiary for the benefit of the Secured Parties.

B. Grantor is party to that certain Senior Secured Term Loan Credit Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Grantor, as the borrower, the other Loan Parties party thereto, Beneficiary, as term loan collateral agent and administrative agent, and the lenders from time to time party thereto (the “Lenders”), pursuant to which the Lenders have agreed to make loans and other extensions of credit to the Borrowers for the purposes set forth therein.

C. Grantor and/or certain other Loan Parties have entered, or may enter, into certain agreements regarding Secured Hedge Agreements and the GOM Offtake Agreement (collectively, the “Secured Ancillary Documents”).

D. Beneficiary, the Hedge Providers (as defined in the Credit Agreement) party thereto, Grantor and/or certain other Loan Parties and the other Persons party thereto from time to time, have entered, or may enter, into a Hedge Intercreditor Agreement.

E. Grantor and the other Loan Parties are party to that certain Term Loan Collateral and Guarantee Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Security Agreement”). The Credit Agreement, the Secured Ancillary Documents, the Term Loan Security Agreement, and the other Loan Documents are collectively referred to herein as the “Secured Transaction Documents”.

F. Beneficiary and the other Secured Parties have conditioned their obligations under the Secured Transaction Documents upon the execution and delivery by Grantor of this Deed of Trust, and Grantor has agreed to enter into this Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Grantor hereby



makes this Deed of Trust to Trustee for the benefit of Beneficiary to secure the Obligations and agrees as follows:

## **ARTICLE I**

### **Definitions**

1.1 “Collateral” means the Realty Collateral, Personalty Collateral and Fixture Collateral.

1.2 “Contracts” means all contracts, agreements, operating agreements, farm-out or farm-in agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Hydrocarbons, rights-of-way, easements, surface leases, equipment leases, permits, franchises, licenses, pooling or unitization agreements, and unit or pooling designations and orders now or hereafter affecting any of the Oil and Gas Properties, Operating Equipment, Fixture Operating Equipment or Hydrocarbons now or hereafter covered hereby, or that are useful or appropriate in drilling for, producing, treating, handling, storing, transporting or marketing oil, gas or other minerals produced from any of the Oil and Gas Properties, and all such contracts and agreements as they may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Default Rate” means the default rate per annum set forth in Section 2.05(b) of the Credit Agreement applicable upon the occurrence and during the continuance of an Event of Default, but in no event to exceed the Maximum Lawful Rate.

1.4 “Excluded Property” means the following:

(a) any motor vehicle and other vehicles subject to certificates of title (except to the extent the security interest in such assets can be perfected by the filing of a UCC-1 financing statement);

(b) any assets over which the granting of Liens under the Term Loan Collateral Documents in such assets would be prohibited by contract or agreement (to the extent existing (x) on the Effective Date or (y) at the time such assets are acquired and not entered into in contemplation of such acquisition), applicable law or regulation (other than to the extent that such prohibition would be rendered ineffective pursuant to Miss. Code Ann. §§ 75-9-406, 75-9-407, 75-9-408 and 75-9-409 or any other applicable law) or would require the consent of any Person (other than Grantor or any of its Affiliates) (to the extent such consent right (x) existed on the Effective Date or (y) at the time such assets are acquired and not in contemplation thereof) or would require the consent of any Governmental Authority or regulatory body unless such consent has been obtained (in each case, other than to the extent that such consent requirement would be rendered ineffective pursuant to Miss. Code Ann. §§ 75-9-406, 75-9-407, 75-9-408 and 75-9-409 or any other applicable law); *provided that* any such asset or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as such prohibition or consent requirement is effective and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition or consent requirement is no longer effective;

(c) any lease, license, contract, property right, general intangible, agreement, asset or property to which Grantor is a party or has rights, or which is otherwise subject to a purchase money security interest, or any of its rights or interests thereunder (excluding any oil and gas lease or other Hydrocarbon Interests), if and only for so long as the grant of a Lien under the Term Loan Collateral Documents would constitute or result in a breach, termination or default under, or would invalidate, any such lease, license, contract, property right, general intangible, agreement, asset or property or purchase money arrangement or create a right of termination in favor of any party thereto (other than Grantor or any of its Affiliates) (other than to the extent that any term of such lease, license, contract, property right, general intangible, agreement, asset or property or purchase money arrangement would be rendered ineffective pursuant to Miss. Code Ann. §§ 75-9-406, 75-9-407, 75-9-408 and 75-9-409 or any other applicable law); *provided that* such lease, license, contract, property right or agreement or purchase money arrangement or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as the consequences specified above will result and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such consequences will no longer result;

(d) margin stock (within the meaning of Regulation T, Regulation U or Regulation X);

(e) any governmental permits, franchises, approvals, charters, authorizations or licenses or state or local permits, franchises, approvals, charters, authorizations or licenses, to the extent a grant of a Lien under the Term Loan Collateral Documents in any such permit, franchise, approval, charter, authorization or license is prohibited or restricted thereby (other than to the extent that any such prohibition or restriction would be rendered ineffective pursuant to Miss. Code Ann. §§ 75-9-406, 75-9-407, 75-9-408 and 75-9-409 or any other applicable law); *provided that* any such permit, franchise, approval, charter, authorization or license or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as such prohibition or restriction is effective and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition is no longer effective;

(f) any Excluded Account;

(g) Intellectual Property and licenses, including any "intent-to-use" Trademarks until such time as such Grantor files an amendment to allege use or statement of use and such filing is examined and accepted by the United States Patent and Trademark Office for any such Trademarks;

(h) any Letter of Credit Rights (as defined in the UCC) (other than to the extent a Lien thereon can be perfected by filing an "all assets" UCC-1 or automatically as a supporting obligation for other collateral required to be perfected under the Loan Documents);

(i) any equipment or other asset owned by any Grantor that is subject to a purchase money lien or a Capitalized Lease, in each case, as permitted under the Loan Documents, if the contract or other agreement in which such Lien is granted (or the documentation providing for such Capitalized Lease) prohibits or requires the consent of any Person other than Grantor as a condition to the creation of any other security interest on such equipment or asset, such consent

has not been obtained, and, in each case, such prohibition or requirement is permitted by the Loan Documents;

(j) those assets as to which Beneficiary shall determine (acting at the direction of the Required Lenders), that the cost or other consequence of obtaining a Lien thereon or perfection thereof are excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby; and

(k) any Oil and Gas Properties that are neither related to or attributable to the Hydrocarbon Interests described on Exhibit A nor are classified as Proved Reserves, together with any Property used exclusively in connection with such excluded Oil and Gas Properties; and

(l) any Building (as defined in the applicable Flood Insurance Regulations) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulations) owned by any Loan Party,

provided, that in case of clauses (b) and (c) of this definition, the security interest hereunder shall attach immediately and automatically (without need for any further grant or act) at such time as the conditions described in clause (b) or (c), as applicable, preventing such attachment cease to exist and to the extent severable shall in any event, attach to all rights in respect of such Property that are not subject to the applicable conditions described in clause (b) or (c); provided, further that "Excluded Property" shall (1) not include any right to receive proceeds from the sale or other disposition of Excluded Property or any proceeds, substitutions or replacements of Excluded Property (unless such proceeds, substitutions or replacements would constitute Excluded Property).

1.5 "Event of Default" shall have the meaning set forth in Article V hereof.

1.6 "Fixture Collateral" means all of Grantor's interest now owned or hereafter acquired in and to all Fixture Operating Equipment and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.7 "Fixture Operating Equipment" means any of the items described in the first sentence of Section 1.12 that, as a result of being incorporated into realty or structures or improvements located therein or thereon, constitute fixtures under the laws of Mississippi.

1.8 "Hydrocarbon Interests" means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, fee interests, surface interests, mineral fee interests, overriding royalty interests and other royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature, in each case, which are expressly described on Exhibit A and all other interests of Grantor consisting of Proved Reserves whether now owned or hereafter acquired. Unless otherwise indicated herein, each reference to the term "Hydrocarbon Interests" shall mean Hydrocarbon Interests of Grantor.



1.9 “Hydrocarbons” means oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined or separated therefrom and all other minerals which may be produced and saved from or attributable to the Oil and Gas Properties of Grantor, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests of Grantor or other properties constituting Oil and Gas Properties of Grantor.

1.10 “Obligations” means all obligations (whether now existing or hereafter arising, absolute or contingent, joint, several, or independent) of every nature of each Loan Party from time to time owed to any Agent (including former Agents) or any Lender from time to time outstanding under the Credit Agreement and under the other Loan Documents or otherwise under any Loan, Secured Ancillary Document, including, without limitation, all principal and all interest, fees, premium, expenses, Erroneous Payment Subrogation Rights, and other charges accrued or accruing (or which would, absent commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto, accrue) on or after the commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto at the rate provided for herein or the relevant Loan Document, whether or not such interest, fees, premium, expenses or other charges are allowed or allowable in any such bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto. The maturity date for the payment of the last installment of the Obligations to become due is September 24, 2029, unless extended pursuant to the terms of the Credit Agreement or the other Loan Documents.

1.11 “Oil and Gas Property” or “Oil and Gas Properties” means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests; and (g) all Properties, rights, titles, interests and estates described or referred to above, including any and all tangible Property, real or personal, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells, all permanently abandoned and inactive wells, dry holes or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, pipelines, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters,

apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise indicated herein, each reference to the term "Oil and Gas Properties" shall mean Oil and Gas Properties of Grantor.

1.12 "Operating Equipment" means all surface or subsurface machinery, equipment, facilities, supplies or other Property of whatsoever kind or nature now or hereafter located on any of the Property affected by the Oil and Gas Properties that are useful for the production, treatment, storage or transportation of Hydrocarbons, including all oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumping units and engines, christmas trees, platforms, risers, towers, rigs, derricks, separators, gun barrels, flow lines, pipelines, tanks, gas systems (for gathering, treating and compression), water systems (for treating, disposal and injection), supplies, derricks, wells, power plants, poles, cables, wires, meters, processing plants, compressors, dehydration units, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. "Operating Equipment" shall not include any items incorporated into real/immovable property or realty or structures or improvements located therein or thereon in such a manner that they no longer remain personal/movable property or personalty under the laws of the state in which such equipment is located.

1.13 "Personalty Collateral" means all of Grantor's interest now owned or hereafter acquired in and to all Operating Equipment, all Hydrocarbons severed and extracted from or attributable to the Oil and Gas Properties, including oil in tanks and all other "as-extracted" collateral from or attributable to the Oil and Gas Properties, general intangibles attributable to or specifically held in inventory for use on the Oil and Gas Properties and all accounts (including accounts resulting from the sale of Hydrocarbons at the wellhead), contract rights, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with the sale or other disposition of any Hydrocarbons or otherwise, including all Liens securing the same, all accounts, contract rights and general intangibles attributable to or related to the Oil and Gas Properties and now existing or hereafter arising regardless of whether any of the foregoing is in connection with or resulting from any of the Contracts, including all Liens securing the same, all Contracts, all personal property located on the real property described in Exhibit A, all proceeds and products of the Realty Collateral and any other contracts or agreements, all information concerning the Oil and Gas Properties and all wells located thereon; including abstracts of title, title opinions, geological and geophysical information and logs, lease files, well files, and other books and records (including computerized records and data), any options or rights of first refusal to acquire any Realty Collateral, all As-Extracted Collateral (as defined in the UCC) located in or related to the Oil and Gas Properties, including, without limitation, all As-Extracted Collateral relating to the Hydrocarbon Interests and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.



1.14 “Property” means any property of any kind, whether real/immovable, personal/movable, or mixed and whether tangible or intangible.

1.15 “Realty Collateral” means all of Grantor’s interest now owned or hereafter acquired in and to the Oil and Gas Properties described in Exhibit A, including any access rights, water and water rights, and all unsevered and unextracted Hydrocarbons (even though Grantor’s interest therein may be described incorrectly in, or a description of a part or all of such interest may be omitted from, Exhibit A), any real property rights described in or arising under a Contract to the extent relating to Property described in Exhibit A, whether or not such Contract is filed of record in the relevant Conveyance Records, Deed Records, Deed of Trust Records, Oil and Gas Records, Oil and Gas Lease Records, Real Property Records or other records of any County or the Bureau of Ocean Energy Management, any pipeline easements, rights of way or other real property rights, including those filed of record in the jurisdiction in which this Deed of Trust is filed relating to the Property described in Exhibit A, and all improvements and other constructions, including the Operating Equipment, now or hereafter located on any of the real/immovable property affected by the Oil and Gas Properties.

1.16 “Security Termination” means such time at which a Repayment Event shall have occurred.

1.17 “Trustee” means Ann Taylor of Jones Walker, LLP, whose address for notice hereunder is 3100 North State Street, Suite 300, Jackson, MS 39216, and any successors and substitutes in trust hereunder.

1.18 All capitalized terms used but not otherwise defined herein shall have the meaning set forth for them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles, Sections, Schedules and Exhibits to this Deed of Trust, unless otherwise specified. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Deed of Trust, shall refer to this Deed of Trust as a whole and not to any particular provision of this Deed of Trust. As used herein, the term “including” means “including without limitation.”

## **ARTICLE II**

### **Creation of Security**

2.1 **Conveyance and Grant of Lien.** In consideration of the Obligations, and in further consideration of the mutual covenants contained herein and in the Credit Agreement and the other Secured Transaction Documents, and to secure payment of the Obligations, and the performance of the covenants and obligations herein contained and in consideration of other valuable consideration in hand paid by Beneficiary to Grantor and in consideration of the debts and trusts hereinafter mentioned, the receipt and sufficiency of all of which hereby are acknowledged, Grantor, by these presents, hereby MORTGAGES, AFFECTS, PLEDGES, HYPOTHECATES,

BARGAINS, SELLS, ASSIGNS, TRANSFERS, CONVEYS, GRANTS AND WARRANTS a security interest and lien unto the Trustee, in trust for the benefit of Beneficiary, for the benefit of the Secured Parties, with power of sale and right of entry and possession, in and to all right, title and interest of Grantor in and to the Realty Collateral, the Fixture Collateral and the Personalty Collateral, including all the real/immovable property, personal/movable property, rights, titles, interests and estates constituting Realty Collateral, Fixture Collateral and/or Personalty Collateral; provided, however, that the terms "Realty Collateral", "Fixture Collateral", "Personalty Collateral" or "Collateral" shall in no event include any Excluded Property, and no lien or security interest is granted hereby in any such Excluded Property.

TO HAVE AND TO HOLD Grantor's right, title and interest in and to the Realty Collateral, Fixture Collateral and Personalty Collateral unto Trustee, for the benefit of Beneficiary and their successors, assigns or substitutes forever, together with all and singular the rights, hereditaments and appurtenances thereto in anywise appertaining or belonging, to secure payment of the Obligations and covenants of Grantor contained in this Deed of Trust and the other Secured Transaction Documents. Grantor hereby binds itself, its successors and permitted assigns, to warrant and forever defend its rights, title and interest in and to the Realty Collateral, Fixture Collateral and Personalty Collateral unto the Trustee, for the benefit of Beneficiary, subject in all respects to Permitted Liens, and their successors and permitted assigns, against every Person whomsoever lawfully claiming or to claim the same, or any part thereof.

Subject, however, to the condition that neither the Trustee nor Beneficiary shall be liable in any respect for the performance of any covenant or obligation of Grantor with respect to the Collateral. Any reference in Exhibit A to the name of a well shall not be construed to limit the Collateral to the well bore of such well or in the pro rata units. It is Grantor's intent that this instrument cover Grantor's entire interest in the lands, leases, units and other interests set forth in Exhibit A.

AND without limiting any of the other provisions of this Deed of Trust, to the extent permitted by applicable law, Grantor expressly grants to Trustee for the benefit of Beneficiary, as secured party, a security interest in the portion of the Property owned by Grantor which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions.

Notwithstanding anything contained herein to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation (hereinafter defined)) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Realty Collateral," "Fixture Collateral" or "Personalty Collateral", and no Buildings or Manufactured (Mobile) Homes are encumbered by this Deed of Trust. As used herein, "Flood Insurance Regulations" shall mean the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, the National Flood Insurance Reform Act of 1994 (amending 42 U.S.C. §§ 4001, et seq.), as the same may be amended or recodified from time to time, and the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

**ARTICLE III**  
**Assignment of Production**

3.1 For the purpose of additionally securing the payment of the Obligations and to facilitate the discharge of any of the Obligations and as cumulative of any and all rights and remedies herein provided for, effective as of 7:00 a.m. local time wherein the Collateral is located as of the date hereof, Grantor hereby absolutely, unconditionally and exclusively grants, bargains, sells, transfers, assigns, sets over and conveys unto Trustee, for the benefit of Beneficiary, for the benefit of the Secured Parties, its interest in the Hydrocarbons, together with its share of the proceeds derived from the sale thereof (such proceeds being hereinafter called "proceeds of runs"). Grantor directs and instructs each purchaser of the Hydrocarbons to pay to Beneficiary, all of the proceeds of runs until such time as such purchaser has been furnished evidence that all Obligations has been paid and that the lien evidenced hereby has been released. Grantor authorizes Trustee and/or Beneficiary, to receive and collect all sums of money derived from the proceeds of runs, and no purchaser of the Hydrocarbons shall have the responsibility for the application of any funds paid to Beneficiary.

3.2 Independent of the foregoing provisions and authorities herein granted, Grantor agrees to execute and deliver any and all transfer orders, division orders and other instruments that may be requested by Trustee and/or Beneficiary or that may be required by the purchaser of the Hydrocarbons for the purpose of effectuating payment of Grantor's proceeds of runs to Beneficiary, upon the occurrence and during the continuance of an Event of Default.

3.3 Beneficiary may (at the direction of the Required Lenders), elect to return any part of said funds to Grantor or to deposit the same to Grantor's account without applying it to the Obligations. Upon the occurrence and during the continuance of an Event of Default, the monthly proceeds of Grantor's runs actually received by Beneficiary may be held by Beneficiary and applied in the manner set forth in Section 6.02 of the Credit Agreement.

3.4 The receipt by Beneficiary of any monies for the account of Grantor, including but not limited to money received as proceeds of runs, shall not in any manner change or alter in any respect the obligations of Grantor upon the Obligations, and nothing herein contained shall be construed as limiting Beneficiary to the collection of any of the Obligations out of the proceeds of runs. The Obligations shall continue as the absolute and unconditional obligation of Grantor to pay, as provided in the instruments evidencing the Obligations, the amounts therein specified at their respective maturity dates, whether by acceleration or otherwise.

3.5 Trustee and Beneficiary are hereby absolved from all liability, including liability for Trustee's or Beneficiary's negligence, for failure to enforce collection of the proceeds of runs and from all other responsibility in connection therewith except the responsibility to account to Grantor for funds actually received. Grantor agrees to indemnify and hold Trustee and Beneficiary harmless against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that Trustee or Beneficiary has received, either before or after the payment in full of the Obligations, funds from the sale of Hydrocarbons claimed by third persons, except for third parties who have valid claims. Trustee and Beneficiary shall have the right to defend against any such claims or actions, employing attorneys of its own selection. If not



furnished with indemnity satisfactory to Beneficiary, Trustee and Beneficiary shall have the right to compromise and adjust any such claims, actions and judgments, and, in addition to the rights to be indemnified as herein provided, all amounts paid by Trustee, Beneficiary or any Secured Party in compromise, satisfaction or discharge of any such claim, action or judgment and all court costs, attorneys' fees and other expenses of every character incurred by Trustee, Beneficiary or any Secured Party shall be a demand obligation owing by Grantor, shall be secured by the lien and security interest evidenced by this instrument and shall bear interest on each such amount from the date that the same is expended, advanced or incurred by Trustee or Beneficiary until the date of written demand or request by Trustee or Beneficiary for the reimbursement of same, at a rate of interest equal to the lesser of (i) the maximum lawful rate of interest permitted by applicable usury laws, now or hereafter enacted, which interest rate shall change when and as said laws shall change to the extent permitted by said laws, effective on the day such change in said laws becomes effective (herein called the "Maximum Lawful Rate") or (ii) the Default Rate. Any provision to the contrary herein contained notwithstanding, the rate of interest contracted for, charged or received by Trustee or Beneficiary hereunder shall never exceed the Maximum Lawful Rate.

3.6 Each of the provisions of this Article III shall be deemed a covenant running with the land and shall be binding upon Grantor, its successors and assigns, and inure to the benefit of Trustee and/or Beneficiary, its successors and assigns.

3.7 The foregoing assignment shall not cause Trustee and/or Beneficiary to be: (a) a Trustee and/or Beneficiary in possession; (b) responsible or liable for the control, care, management, operation or repair of the Collateral or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of any Contract or lease in the Oil and Gas Properties; (c) responsible or liable for any waste committed on the Collateral by Grantor under any of the Contracts or leases in the Oil and Gas Properties or by any other party; for any dangerous or defective condition of the Collateral; or for any negligence in the management, upkeep, repair or control of the Collateral resulting in loss or injury or death to any person; or (d) responsible for or impose upon Trustee and/or Beneficiary any duty to produce Hydrocarbons, rents, profits, runs, or proceeds of runs. Trustee and/or Beneficiary shall not directly or indirectly be liable to Grantor or any other person as a consequence of: (a) the exercise or failure to exercise any of the rights, remedies or powers granted to Trustee and/or Beneficiary hereunder; or (b) the failure or refusal of Trustee and/or Beneficiary to perform or discharge any obligation, duty or liability of Grantor arising under the Contracts or leases in the Oil and Gas Properties. The exclusions from liability contained herein are intended to apply to liability for Trustee and/or Beneficiary's negligence except for gross negligence or willful misconduct, as found by a final and non-appealable judgment of a court of competent jurisdiction.

3.8 Grantor hereby appoints Trustee for the benefit of Beneficiary as its attorney-in-fact to pursue any and all rights of Grantor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons during the continuation of an Event of Default. In addition to the Liens granted to the Trustee and/or Beneficiary in Section 2.1, Grantor hereby further pledges and collaterally transfers and assigns to Trustee for the benefit of Beneficiary, for the benefit of the Secured Parties, any and all such Liens, security interests, financing statements or similar interests of Grantor attributable to its interest in the As-Extracted Collateral, any other

Hydrocarbons and proceeds of runs therefrom arising under or created by any statutory provision, judicial decision or otherwise. The power of attorney granted to Trustee for the benefit of Beneficiary in this Section 3.8, being coupled with an interest, shall be irrevocable until the Security Termination has occurred.

3.9 Notwithstanding the foregoing, (i) until such time as an Event of Default has occurred and is continuing, but subject to the provisions of the Credit Agreement, Beneficiary hereby grants to Grantor a license to sell its respective Hydrocarbons and receive proceeds from the sale of such Hydrocarbons, which license shall automatically terminate upon such Event of Default and for so long as the same continues, and (ii) Beneficiary has agreed not to exercise its right to receive direct delivery of Hydrocarbons and payment of proceeds immediately but rather, each party producing, purchasing or receiving Hydrocarbons may continue to make such deliveries or payments to such Grantor until such time as such party has received notice from Beneficiary that an Event of Default has occurred and is continuing and that such party is directed to make delivery or payment directly to Beneficiary.

#### **ARTICLE IV** **Grantor's Warranties and Covenants**

4.1 **Representations and Warranties.** Grantor represents and warrants as follows (provided, however, that such representations and warranties with respect the representations in the following clause (d) shall be limited to the Mortgagor's knowledge to the extent relating to Collateral for which the Mortgagor is not the operator of the related Oil & Gas Properties):

(a) *Title to Collateral.* Grantor has good and defensible title to the Collateral free from all Liens except for Permitted Liens.

(b) *Production Burdens, Expenses and Revenues.* Grantor's ownership of the Hydrocarbons and the undivided interests therein as specified in Exhibit A will, after giving full effect to the Permitted Liens and after giving full effect to any instruments or agreements affecting Grantor's ownership of the Hydrocarbons, afford Grantor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Hydrocarbons specified as net revenue interest in set forth in the most recently delivered Reserve Report, and will cause Grantor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest as set forth in the most recently delivered Reserve Report, of the costs of drilling, developing and operating the wells identified in Exhibit A. Any fractional percentage or decimal interests specified in Exhibit A in referring to Grantor's interest in the Collateral are solely for the purposes of the warranties set forth above and shall in no manner limit the quantum of the interests of Grantor in the Collateral pledged by Grantor hereunder.

(c) *Not a Foreign Person.* Grantor 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. Grantor is not a non-resident alien, foreign corporation,



foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

(d) *Rentals; Leases.* All material rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Collateral have been duly paid or provided for (except for those amounts being contested by Grantor in good faith and for which adequate reserves have been maintained in accordance with GAAP), and all leases or subleases comprising a part of the Oil and Gas Properties are valid and subsisting, in full force and effect, and there exists no default or event or circumstance which with the giving of notice or the passage of time or both would give rise to a material default under any such lease or leases, except with respect to any such Collateral that is no longer capable of producing Hydrocarbons in economically reasonable amounts or to the extent such leases have expired in accordance with their terms.

(e) *Power to Create Lien and Security.* Grantor has full power and lawful authority to grant, bargain, sell, assign, transfer, mortgage and convey a security interest in all of the Collateral in the manner and form herein provided. No authorization, approval, consent or waiver of any lessor, sublessor, Governmental Authority or other party or parties whomsoever that has not been obtained is required in connection with the execution and delivery by Grantor of this Deed of Trust with respect to any Collateral.

#### 4.2 **Further Assurances.**

(a) Grantor covenants that Grantor shall execute and deliver such other and further instruments and documents, and shall do such other and further acts as are reasonable necessary (or as Trustee and/or Beneficiary may reasonably request) to carry out more effectively the purposes of this Deed of Trust, including without limiting the generality of the foregoing, prompt correction of any defect in the execution or acknowledgment of this Deed of Trust, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; prompt correction of any defect which may hereafter be discovered in the title to the Collateral which could reasonably be expected to have a Material Adverse Effect and prompt execution and delivery of all division or transfer orders or other instruments which are required to transfer to Trustee, for the benefit of Beneficiary, and/or to Beneficiary the assigned proceeds from the sale of Hydrocarbons from the Oil and Gas Properties.

(b) Grantor covenants that Grantor shall maintain and preserve the first priority Lien and security interest herein created as a valid Lien so long as Security Termination has not occurred, subject in all respects to Permitted Liens.

4.3 **Operation by Third Parties.** As to any part of the Collateral which is operated by a party other than Grantor, until the Security Termination has occurred, Grantor shall at Grantor's own expense, use reasonable commercial efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Collateral, regardless of whether Grantor is the operator of the Oil and Gas Properties, except as expressly permitted by the Credit Agreement.

4.4 **Recording.** Grantor shall, at Grantor's own expense, record, register, deposit and file this Deed of Trust and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places as are necessary or appropriate, including in the state where Grantor is registered as a limited liability company and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a valid lien and security interest (subject in all respects to Permitted Liens) on real or immoveable personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the lien and security interest created hereby in and on the Collateral.

## **ARTICLE V**

### **Default**

5.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an "Event of Default" under this Deed of Trust.

## **ARTICLE VI**

### **Beneficiary's and Trustee's Rights**

#### **6.1 Rights to Realty Collateral Upon Default.**

(a) *Operation of Property by Beneficiary and/or Trustee.* Upon the occurrence and during the continuance of any Event of Default, and in addition to all other rights of Trustee and/or Beneficiary, Trustee and/or Beneficiary shall, to the extent permitted by applicable law and, have the following rights and powers (but no obligation):

(i) To enter upon and take possession of any of the Realty Collateral and exclude Grantor therefrom;

(ii) To hold, use, administer, manage and operate the Realty Collateral to the extent that Grantor could do so, and without any liability to Grantor in connection with such operations; and

(iii) To the extent that Grantor could do so, to collect, receive and receipt for all Hydrocarbons produced and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, to drill additional wells, and to exercise every power, right and privilege of Grantor with respect to the Realty Collateral.

Trustee and/or Beneficiary may designate any person, firm, corporation or other entity to act on their behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development (including costs of unsuccessful workover operations or additional wells) have been paid, and Security Termination has occurred, the Liens created by this Deed of Trust shall be released.

(b) *Judicial Proceedings.* Upon the occurrence and during the continuance of any Event of Default, Beneficiary and/or Trustee may proceed by a suit or suits, in equity or at law for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, for the enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Mississippi or on the outer continental shelf adjacent to the State of Mississippi, Beneficiary and/or Trustee may proceed by suit for a judicial sale of the Realty Collateral; or without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all or any part of the Collateral to be immediately seized and sold by ordinary or executory process issued by any competent court, either with or without appraisalment, and without the necessity of making demand upon Grantor in default, all of which are expressly waived by Grantor.

(c) *Foreclosure by Private Power of Sale of Collateral.* Upon the occurrence and during the continuance of any Event of Default, Beneficiary shall have the right and power to direct the Trustee to sell, as Beneficiary may elect, all or a portion of the Collateral at one or more sales as an entirety or in parcels, in accordance with and as permitted by any applicable state law. Trustee, at the request of Beneficiary, may sell the Realty Collateral and Fixture Collateral or any part thereof at one or more public sales at the courthouse of the county in which the is situated, at public outcry, to the highest bidder for cash, and, to the extent allowed by law in bar of the right and equity of redemption, statutory right of redemption, homestead, dower, appraisalment, stay, elective share and all other rights and exemptions of every kind, all of which are hereby expressly waived by Grantor, in order to pay the secured indebtedness and all expenses of sale and of all proceedings in connection therewith, including reasonable attorney's fees, after advertising the time, place and terms of sale at least once a week for three (3) consecutive weeks preceding the date of such sale in some newspaper published in the county in which the Realty Collateral and Fixture Collateral or any part thereof is located, or if no newspaper is published in such county, then in a newspaper of general circulation therein, and by posting one notice of such sale at the courthouse where such sale is to be held. Such notice and advertisement will disclose the name of Grantor. Grantor hereby designates as Grantor's address for the purpose of notice the address set out in Section 7.15; provided that Grantor may by written notice to Beneficiary designate a different address for notice purposes. Any purchaser or purchasers will be provided with a general warranty conveyance (but subject to Permitted Liens) binding Grantor and Grantor's successors and assigns. Sale of a part of the Realty Collateral will not exhaust the power of sale, and sales may be made from time to time until all of the Realty Collateral is sold or Security Termination has occurred. Beneficiary and/or Trustee will have the authority to appoint an attorney-in-fact to act as trustee in conducting the foreclosure sale and executing a deed to the purchaser or purchasers.

(d) *Foreclosure for Installments.* Upon the occurrence and during the continuance of any Event of Default, then to the extent provided by applicable law,



Beneficiary and/or Trustee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Obligations which have not been paid when due either through the courts or by proceeding with foreclosure in satisfaction of the matured but unpaid portion of the Obligations as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest and other Obligations then due; such sale may be made subject to the unmatured portion of the Obligations, and any such sale shall not in any manner affect the unmatured portion of the Obligations, but as to such unmatured portion of the Obligations this Deed of Trust shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Obligations, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Obligations without exhausting the power to foreclose and sell the Collateral for any subsequently maturing portion of the Obligations.

(e) *Certain Aspects of Sale.* Beneficiary will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Beneficiary as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of an Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, the appointment of any successor Beneficiary or Trustee (as appropriate) hereunder and the truth and accuracy of all other matters stated therein. Grantor does hereby ratify and confirm all legal acts that Beneficiary and/or Trustee may do in carrying out Beneficiary's and/or Trustee's duties and obligations under this Deed of Trust, and Grantor hereby irrevocably appoints Beneficiary and/or Trustee (as appropriate), with full power of substitution, to be the attorney in fact of Grantor and in the name and on behalf of Grantor, to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Grantor ought to execute and deliver and do and perform any and all such acts and things which Grantor ought to do and perform under the covenants herein contained and generally to use the name of Grantor in the exercise of all or any of the powers hereby conferred on Beneficiary and/or Trustee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Beneficiary and/or Trustee, or any public officer acting under execution or by order of court, to have physically present or constructively in his possession any of the Collateral, and Grantor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(f) *Receipt to Purchaser.* Upon any sale made under the power of sale herein granted, the receipt of Beneficiary and/or Trustee will be sufficient discharge to the purchaser or purchasers at any sale for its purchase money, and such purchaser or

purchasers, will not, after paying such purchase money and receiving such receipt of Beneficiary and/or Trustee, be obligated to see to the application of such purchase money or be responsible for any loss, misapplication or non-application thereof.

(g) *Effect of Sale.* Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Grantor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Grantor, Grantor's successors or assigns, and against any and all Persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Grantor, or Grantor's successors or assigns. Nevertheless, if requested by Beneficiary and/or Trustee so to do, Grantor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Grantor agrees that if Grantor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Grantor will be considered a tenant at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Grantor.

(h) *Application of Proceeds.* The proceeds of any sale of the Realty Collateral or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall be applied in the manner set forth in Section 6.02 of the Credit Agreement.

(i) *Grantor's Waiver of Appraisal and Marshalling.* Grantor agrees, to the full extent that Grantor may lawfully so agree, that Grantor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisal, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Deed of Trust or pursuant to the decree of any court of competent jurisdiction; and Grantor, for Grantor and all who may claim through or under Grantor, hereby waives the benefit of all such laws and, to the extent that Grantor may lawfully do so under any applicable law of the State of Mississippi, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Grantor agrees that Beneficiary and/or Trustee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Beneficiary and/or Trustee may direct.

(j) *Other Waivers.*

(i) Beneficiary and/or Trustee may resort to any security given by this Deed of Trust or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as Beneficiary and/or Trustee (acting at the direction of



the Required Lenders), and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or liens created by this Deed of Trust.

(ii) Grantor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Grantor hereby authorizes Beneficiary and/or Trustee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisement (appraisement being hereby expressly waived) either in its entirety or in lots, or parcels as Beneficiary and/or Trustee may determine to the highest bidder for cash or on such terms as Beneficiary and Trustee may direct, Grantor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(iii) Grantor waives the provisions of Miss. Code Ann. §89-1-55 as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time.

(k) *Applicable Law.* If any law referred to herein and now in force, of which Grantor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof

6.2 **Rights to Personalty Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Beneficiary and/or Trustee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the Mississippi Uniform Commercial Code (Miss. Code Ann. §§ 75-9-101 et seq.) as amended, modified or succeeded, and under all other applicable laws of Mississippi and this Deed of Trust. To the extent permitted by applicable laws, Beneficiary and/or Trustee shall have the right to take possession of the Personalty Collateral, and for this purpose Beneficiary and/or Trustee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Grantor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Beneficiary and/or Trustee may require Grantor to assemble the Personalty Collateral and make it available to Beneficiary and/or Trustee at a place to be designated by Beneficiary and/or Trustee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary and/or Trustee will send Grantor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed, postage prepaid, to Grantor at the address designated in Section 7.15 hereof (or such other address as has been designated as provided herein) at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Beneficiary and/or Trustee will be entitled to recover attorneys' fees and legal expenses as provided for in this

Deed of Trust and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Grantor shall remain liable for any deficiency remaining after the sale or other disposition. Grantor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

6.3 **Rights to Fixture Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Beneficiary and/or Trustee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

6.4 **Other Rights.** In addition to the rights as described in Sections 6.1, 6.2 and 6.3, upon the occurrence and during the continuance of any Event of Default, Beneficiary and/or Trustee may take such other action, without notice or demand, to protect and enforce its rights against Grantor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise (at the direction of the Required Lenders), without impairing or otherwise affecting the other rights and remedies of Beneficiary and/or Trustee: institute proceedings for the complete foreclosure of this Deed of Trust, in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Deed of Trust for the portion of the Obligations then due and payable, subject to the continuing Lien of this Deed of Trust for the balance of the Obligations not then due; or institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Deed of Trust; or apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Grantor or of any Person liable for the payment of the Obligations; or pursue such other remedies as Beneficiary and/or Trustee may have under applicable law.

6.5 **Reserved.**

6.6 **Account Debtors.** Beneficiary and/or Trustee may after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Beneficiary and/or Trustee and contact account debtors directly to verify information furnished by Grantor. Beneficiary and/or Trustee shall not have any obligation to preserve any rights against prior parties.

6.7 **Costs and Expenses.** All sums advanced or costs or expenses incurred by Beneficiary and/or Trustee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Grantor to Beneficiary as part of the Obligations. Grantor hereby agrees to repay such sums on demand plus interest thereon from the date of the advance or incurrence until reimbursement of Beneficiary and/or Trustee at the Reimbursement Rate.

6.8 **Set-Off.** Upon the occurrence and during the continuance of any Event of Default, Beneficiary shall have the right to set-off any funds of Grantor in the possession of Beneficiary against any amounts then due by Grantor to Beneficiary pursuant to the Deed of Trust.

6.9 **Resignation of Operator.** In addition to all rights and remedies under this Deed of Trust, at law and in equity, upon the occurrence and during the continuance of any Event of Default, if Beneficiary and/or Trustee shall exercise any remedies under this Deed of Trust with respect to any particular Oil and Gas Property (or Grantor shall transfer such Oil and Gas Property "in lieu of" foreclosure) whereupon Grantor is divested of its title to such Oil and Gas Property, the Trustee and/or Beneficiary shall have the right to request that any operator of such Oil and Gas Property which is either Grantor or any Affiliate of Grantor resign as operator under the joint operating agreement applicable to such Oil and Gas Property, and no later than 60 days (or such earlier time as may be permitted by the applicable joint operating agreement) after receipt by Grantor of any such request, Grantor shall resign (or, to the extent it is able to do so, cause such other Person to resign) as operator of such Oil and Gas Property.

6.10 **Inapplicability of Certain Provisions.** Anything herein contained to the contrary notwithstanding, the provisions of this Deed of Trust relative to powers of sale, the rule against perpetuities and other provisions which pertain to rights or remedies not recognized under Mississippi law, shall have no effect.

## **ARTICLE VII**

### **Miscellaneous**

7.1 **Advances by Beneficiary.** Each and every covenant of Grantor herein contained shall be performed and kept by Grantor solely at Grantor's expense. If Grantor fails to perform or keep any of the covenants of whatsoever kind or nature contained in this Deed of Trust, Beneficiary (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Grantor's behalf, and Grantor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand plus interest thereon from the date of the advance until reimbursement of Beneficiary. In addition, Grantor hereby agrees to repay on demand any reasonable out-of-pocket costs, expenses and attorney's fees incurred by Beneficiary which are to be obligations of Grantor pursuant to, or allowed by, the terms of this Deed of Trust, including such reasonable out-of-pocket costs, expenses and attorney's fees incurred pursuant hereto, plus interest thereon from the date of the advance by Beneficiary until reimbursement of Beneficiary. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Grantor from any default hereunder.

7.2 **Defense of Claims.** Grantor shall promptly notify Beneficiary in writing of the commencement of any legal proceedings affecting Grantor's title to the Collateral or Beneficiary's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Beneficiary, as may be necessary to preserve Grantor's and Beneficiary's rights affected thereby. If Grantor fails or refuses to adequately or vigorously, in the sole judgment of Beneficiary, defend Grantor's or Beneficiary's rights to the Collateral, Beneficiary may take



such action on behalf of and in the name of Grantor and at Grantor's expense. Moreover, Beneficiary may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All reasonable out-of-pocket costs, expenses and attorneys' fees incurred by Beneficiary pursuant to this Section 7.2 or in connection with the defense by Beneficiary of any claims, demands or litigation relating to Grantor, the Collateral or the transactions contemplated in this Deed of Trust shall be paid by Grantor as provided in Section 7.1.

**7.3 Defense of Deed of Trust.** If the validity or priority of this Deed of Trust or of any rights, titles, liens, privileges or security interests created or evidenced hereby with respect to the Collateral or any part thereof or the title of Grantor to the Collateral shall be attacked directly or indirectly or if any legal proceedings are instituted against Grantor with respect thereto, Grantor will give prompt written notice thereof to Beneficiary and at Grantors' own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all commercially reasonable steps for the defense of such legal proceedings. Beneficiary (whether or not named as party to legal proceedings with respect thereto), is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Deed of Trust and the rights, titles, privileges, liens and security interests created or evidenced hereby, including but not limited to the employment of independent counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Collateral and the removal of prior liens or security interests (other than Permitted Liens), and all expenditures so made of every kind and character shall be an Obligation (which obligation Grantor hereby expressly promises to pay) owing by Grantor to Beneficiary.

**7.4 Termination.** If Security Termination has occurred, then all of the Collateral will revert to Grantor and the entire estate, right, title and interest of Beneficiary will thereupon cease; and Beneficiary in such case shall, upon the written request of Grantor and the payment by Grantor of all reasonable attorneys' fees and other expenses, deliver to Grantor proper instruments acknowledging satisfaction of this Deed of Trust.

**7.5 Renewals, Amendments and Other Security.** Without notice or consent of Grantor, renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to agreements relating to any part of such written instruments or the Collateral. Beneficiary may take or hold other security for the Obligations without notice to or consent of Grantor. The acceptance of this Deed of Trust by Beneficiary shall not waive or impair any other security Beneficiary may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. Beneficiary may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Deed of Trust. This Deed of Trust may not be amended, waived or modified except in a written instrument executed by both Grantor and Beneficiary.

7.6 **Security Agreement, Financing Statement and Fixture Filing.** This Deed of Trust shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. **AS A FINANCING STATEMENT AND AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL, AND SUBJECT TO SUBSECTION (4) OF SECTION 7-9A-301 OF THE MISSISSIPPI UNIFORM COMMERCIAL CODE (Miss. Code Ann. § 75-9-301(4)), AS AMENDED, MODIFIED OR SUCCEEDED, THIS DEED OF TRUST IS INTENDED TO COVER ALL PERSONALTY COLLATERAL INCLUDING GRANTOR'S INTEREST IN ALL HYDROCARBONS AS AND AFTER THEY ARE EXTRACTED AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF AT THE WELLHEAD. THIS DEED OF TRUST SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL INCLUDED WITHIN THE COLLATERAL. THIS DEED OF TRUST 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 MISSISSIPPI UNIFORM COMMERCIAL CODE.** This Deed of Trust shall be filed in the real estate/chancery court (mortgage and conveyance) records or other appropriate records of the county or counties in the state in which any part of the Realty Collateral and Fixture Collateral is located as well as the Uniform Commercial Code records or other appropriate office of the state in which any Collateral is located. Beneficiary hereby is authorized to file financing statements covering the Personalty Collateral, including all Hydrocarbons sold at the wellhead, and Fixture Collateral, which financing statements may be filed in the Uniform Commercial Code records or other appropriate office of the county or state in which any of the Collateral is located or is adjacent to such county or state or in any other location permitted or required to perfect Beneficiary's security interest under the Uniform Commercial Code. In addition, Grantor hereby irrevocably authorizes Beneficiary and any affiliate, employee or agent thereof, at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statement or document and amendments thereto, without the signature of Grantor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Deed of Trust. A photographic or other reproduction of this Deed of Trust shall be sufficient as a financing statement.

7.7 **Authentic Evidence.** Any and all declarations of facts made by authentic act before a notary public in the presence of two (2) witnesses by a Person declaring that such facts lie within his or its knowledge, shall constitute authentic evidence of such facts for the purpose of executory process. Grantor specifically agrees that such an affidavit by a representative of Beneficiary as to the existence, amount, terms and maturity of the Obligations and of a default thereunder shall constitute authentic evidence of such facts for the purpose of executory process.

7.8 **Unenforceable or Inapplicable Provisions.** If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will



remain in full force and effect and will be liberally construed in favor of Beneficiary in order to carry out the provisions hereof.

7.9 **Rights Cumulative.** Each and every right, power and remedy herein given to Beneficiary will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Beneficiary, and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by Beneficiary in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

7.10 **Discontinuance of Proceedings.** If Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under any Secured Transaction Document or available at law and shall thereafter elect to discontinue or abandon same for any reason, then it shall have the unqualified right so to do and, in such an event, the parties shall be restored to their former positions with respect to the Obligations, this Deed of Trust, the Credit Agreement, the Collateral and otherwise, and the rights, remedies, recourses and powers of Beneficiary shall continue as if same had never been invoked.

7.11 **Waiver by Beneficiary.** Any and all covenants in this Deed of Trust may from time to time by instrument in writing by Beneficiary (acting at the direction of the Required Lenders), be waived, but no such waiver will ever affect or impair Beneficiary's rights hereunder, except to the extent specifically stated in such written instrument.

7.12 **Terms.** The term "Grantor" as used in this Deed of Trust will be construed as singular or plural to correspond with the number of Persons executing this Deed of Trust as Grantor. If more than one Person executes this Deed of Trust as Grantor, his, her, its, or their duties and liabilities under this Deed of Trust will be joint and several. The terms "Beneficiary" and "Grantor" as used in this Deed of Trust include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Deed of Trust which are defined in the Uniform Commercial Code of Mississippi are used with the meanings therein defined.

7.13 **Counterparts.** This Deed of Trust may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular counties, counterpart portions of Exhibit A that describe Properties situated in counties other than the counties in which such counterpart is to be recorded may have been omitted.

7.14 **Governing Law.** This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Mississippi.

7.15 **Notice.** All notices required or permitted to be given by Grantor or Beneficiary shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Grantor: Kosmos Energy Gulf of Mexico Operations, LLC  
c/o Kosmos Energy Ltd.  
8176 Park Lane, Suite 500  
Dallas, Texas 75231  
Attention: General Counsel  
Telephone: (214) 445-9600  
Email address: kosmosgeneralcounsel@kosmosenergy.com

With a copy to: O'Melveny & Myers LLP  
2801 N. Harwood Street, Suite 1600  
Dallas, Texas 75201  
Attention: Jason A. Schumacher  
Telephone: (972) 360-1942  
Email address: jschumacher@omm.com

Beneficiary: Ankura Trust Company, LLC  
140 Sherman Street  
Fairfield, CT 06824  
Attn: Krista Gulalo  
Email: krista.gulalo@ankura.com

With a copy to: Cahill Gordon & Reindel LLP  
32 Old Slip  
New York, NY 10005  
Attention: Jordan Wishnew  
Telephone: (212) 701-3450  
Email address: JWishnew@cahill.com

7.16 **Condemnation.** All awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Beneficiary. Beneficiary hereby is authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Grantor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Beneficiary free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may at the option of Beneficiary (acting at the direction of the Required Lenders), be retained and applied by Beneficiary after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Grantor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

7.17 **Successors and Assigns.**

(a) This Deed of Trust is binding upon Grantor, Grantor's successors and assigns, and shall inure to the benefit of Beneficiary and its permitted successors and assigns, and the provisions hereof shall likewise be covenants conning with the land.

(b) To the extent permitted by the Credit Agreement, this Deed of Trust shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the legal transfer or assignment by Beneficiary of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to Beneficiary under this Deed of Trust. Grantor specifically agrees that, upon any transfer of all or any portion of the Obligations permitted by the Credit Agreement, this Deed of Trust shall secure with retroactive rank the existing Obligations of Grantor to the transferee and any and all Obligations to such transferee thereafter arising.

7.18 **Section Headings.** The article and section headings in this Deed of Trust are inserted for convenience of reference and shall not be considered a part of this Deed of Trust or used in its interpretation.

7.19 **Instrument Construed as Mortgage, etc.** This Deed of Trust may be construed as a mortgage of both real/immovable and personal/movable property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

7.20 **Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Deed of Trust so that the terms and provisions of this Deed of Trust do not conflict with the terms and provisions of the Credit Agreement and the Commercial Contracts; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Deed of Trust conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Deed of Trust of terms and provisions, supplemental rights or remedies in favor of Beneficiary not addressed in the Credit Agreement shall not be deemed to be a conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

7.21 **Due Authorization.** Grantor hereby represents, warrants and covenants to Beneficiary that the obligations of Grantor under this Deed of Trust are the valid, binding and legally enforceable obligations of Grantor, that the execution, sealing and delivery of this Deed of Trust by Grantor has been duly and validly authorized in all respects by Grantor, and that the persons who are executing and delivering this Deed of Trust on behalf of Grantor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Deed of Trust on Grantor's part to be observed or performed.

7.22 **No Offsets, Etc.** Grantor hereby represents, warrants and covenants to Beneficiary that there are no offsets, counterclaims or defenses at law or in equity against this Deed of Trust or the indebtedness secured thereby.

7.23 **Trustee.**

(a) **Duties, Rights, and Powers of Trustee.** The Trustee shall have no duty to see to any recording, filing or registration of this Deed of Trust or any other instrument in addition or supplemental thereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge that may be levied or assessed on the Property secured hereunder, or any part thereof, or against any Grantor, or to see to the performance or observance by the applicable Grantor of any of the covenants and agreements contained herein. The Trustee shall not be responsible for the execution, acknowledgment or validity of this Deed of Trust or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of Beneficiary. The Trustee shall have the right to consult with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. The Trustee shall not incur any personal liability hereunder except for the Trustee's own willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by the Trustee in good faith to be genuine.

(b) **Successor Trustee.** The Trustee may resign by written notice addressed to Beneficiary or be removed at any time with or without cause by an instrument in writing duly executed on behalf of Beneficiary. In case of the death, resignation or removal of the Trustee, a successor may be appointed by Beneficiary by instrument of substitution complying with any applicable governmental requirements, or, in the absence of any such requirement, without formality other than appointment and designation in writing. Written notice of such appointment and designation shall be given by Beneficiary to Grantor, but the validity of any such appointment shall not be impaired or affected by failure to give such notice or by any defect therein. Such appointment and designation shall be full evidence of the right and authority to make the same and of all the facts therein recited. Upon the making of any such appointment and designation, this Deed of Trust shall vest in the successor all the estate and title in and to all of the Property secured hereunder, and the successor shall thereupon succeed to all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee named herein, and one such appointment and designation shall not exhaust the right to appoint and designate an additional successor but such right may be exercised repeatedly until termination has occurred. To facilitate the administration of the duties hereunder, Beneficiary may appoint multiple trustees to serve in such capacity or in such jurisdictions as Beneficiary may designate.

(c) **Retention of Moneys.** All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent



required by law) and the Trustee shall be under no liability for interest on any moneys received by said Trustee.

7.24 **Exculpation Provisions.** Each of the parties hereto specifically agrees that it has a duty to read this Deed of Trust; and agrees that it is charged with notice and knowledge of the terms of this Deed of Trust; that it has in fact read this Deed of Trust and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Deed of Trust; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of this Deed of Trust; and has received the advice of its attorney in entering into this Deed of Trust; and that it recognizes that certain of the terms of this Deed of Trust result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Deed of Trust on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."

7.25 **Collateral Agent.** Ankura Trust Company, LLC has or will be appointed as Beneficiary and Collateral Agent for the Secured Parties hereunder. It is expressly understood and agreed by Grantor that any authority conferred upon Beneficiary and the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Collateral Agent pursuant to the Credit Agreement and the Hedge Intercreditor Agreement, and that Beneficiary and the Collateral Agent have agreed to act (and any successor Beneficiary and Collateral Agent shall act) as such hereunder only on the express conditions contained in the Credit Agreement and the Hedge Intercreditor Agreement. Any successor Collateral Agent appointed pursuant to the Credit Agreement or the Hedge Intercreditor Agreement shall be entitled to all the rights, interests and benefits of Beneficiary and the Collateral Agent hereunder. In the performance of any obligations set forth herein, Beneficiary shall be entitled to all of the rights, benefits, protections, indemnities and immunities afforded to it under the Secured Transaction Documents.

7.26 **Acceptance by Beneficiary.** To the extent permitted under Mississippi law, Beneficiary is presumed to have accepted the benefits of the Deed of Trust without the necessity of execution by Beneficiary.

7.27 **Indemnity.** Grantor will indemnify and hold harmless Beneficiary from and against all claims, demands, liabilities, losses, damages (excluding consequential damages), causes of action, judgments, penalties, costs and expenses (including without limitation reasonable attorneys' fees and expenses) which may be imposed upon, asserted against or incurred or paid by Beneficiary, on account of, in connection with, or arising out of any bodily injury or death or natural resource, human health or property damage occurring in, at, into, under or upon or in the vicinity of the Collateral through any cause whatsoever, the exercise of any rights and remedies hereunder, any transaction, act, omission, event or circumstance arising out of or in any way connected with the Collateral and any act, omission, event or circumstance existing or occurring (including without limitation the presence on or under the Collateral or release at, into, upon, under or from the Collateral of hazardous substances or solid wastes disposed of or otherwise released) resulting from or in connection with the ownership, construction, occupancy, operation, use and/or



maintenance of the Collateral, regardless of whether the act, omission, event or circumstance constituted a violation of any applicable Environmental Law at the time of its existence or occurrence.

7.28 **Beneficiary as Purchaser.** Beneficiary shall have the right to become the purchaser at any sale held in foreclosure of the liens and/or security interests evidenced hereby, and shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Obligations owing to such party.

7.29 **DEFICIENCY JUDGMENT.** BENEFICIARY HAS THE RIGHT TO PROCEED TO OBTAIN AND COLLECT DEFICIENCY JUDGMENT, TOGETHER WITH FORECLOSURE OF THE COLLATERAL UNDER APPLICABLE MISSISSIPPI LAW.

7.30 **WAIVER OF CONSEQUENTIAL DAMAGES.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS DEED OF TRUST TO THE CONTRARY, BENEFICIARY SHALL NOT BE ENTITLED TO CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS OF ANY KIND, IN CONNECTION WITH THIS DEED OF TRUST.

7.31 **Amendment and Restatement.** This Deed of Trust shall be deemed to amend and restate the Existing Deed of Trust in its entirety, and all of the terms and provisions hereof shall supersede the terms and conditions thereof. The parties hereto further agree that this Deed of Trust shall serve to extend, renew and continue, but not to extinguish or novate, the liens and security interests granted under the Existing Deed of Trust in its entirety and to amend, restate and supersede, but not to extinguish or cause to be novated the Obligations under the Credit Agreement.

7.32 **Hedge Intercreditor Agreement.** Notwithstanding anything herein to the contrary, this Deed of Trust and the exercise of any right or remedy hereunder are subject to the provisions of the Hedge Intercreditor Agreement (if applicable) and, further, to the extent any provision herein contained shall be inconsistent with any provision contained in the Hedge Intercreditor Agreement, the provisions of the Collateral Agency Agreement shall prevail.

**THIS WRITTEN AGREEMENT AND THE SECURED TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

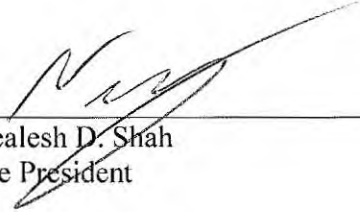
**[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK]**

EXECUTED effective as of the date first written above, though actually executed on the date set forth in the acknowledgment below.

**GRANTOR:**

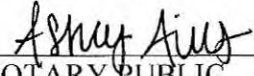
**KOSMOS ENERGY GULF OF MEXICO  
OPERATIONS, LLC**, a Delaware limited  
liability company

By:

  
\_\_\_\_\_  
Name: Nealesh D. Shah  
Title: Vice President

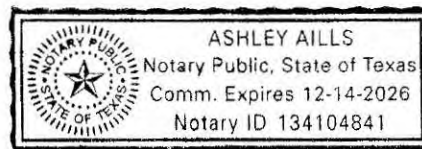
STATE OF Texas                   §  
   §  
COUNTY OF Dallas           §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24 day of September, 2025, within my jurisdiction, the within named Nealesh D. Shah, who acknowledged to me that he/she is the Vice President of Kosmos Energy Gulf of Mexico Operations, LLC, a Delaware limited liability company, and that in said representative capacity he/she executed the above and foregoing instrument, after first having been duly authorized to do so.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 12-14-26

Seal:



**EXHIBIT A**  
**TO**  
**DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT,**  
**FIXTURE FILING AND FINANCING STATEMENT**

The designation “Working Interest” or “WI” when used in this Exhibit A, means an interest owned. Any reference in this Exhibit A to wells or units is for warranty of interest, administrative convenience and identification and shall not limit or restrict the right, title, interest or properties covered by this Deed of Trust. All right, title and interest of Grantor in the properties described herein are and shall be subject to this Deed of Trust, regardless of the presence of any units or wells not described herein.

Unless otherwise expressly provided, all recording references in this Exhibit A are references to the official public records of real property in the county or counties in which the Mortgaged Property is located and in which record documents relating to the Mortgaged Property are recorded, whether Conveyance Records, Deed Records, Mortgage Records, Deed of Trust Records, Oil and Gas Records (“OGR”), Oil and Gas Lease Records or other records. All references to “Volume” shall mean “Book” and all references herein to “Book” shall mean “Volume” for the purposes of identifying the proper place of recording in the office in which record documents are recorded. Any references to “Lease No.” or to any particular “County” are merely for internal reference purposes and shall not limit the effectiveness of this Deed of Trust and this Exhibit A, whether for recording purposes or otherwise. The abbreviation “GW” denotes Grantor’s working interest or operating interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation “RT (GW)” denotes Grantor’s record title working interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation “OR (GW)” denotes Grantor’s operating rights interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation “NRI” denotes Grantor’s net revenue interest, which term is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation “APO” means “after payout,” and is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation “BPO” means “before payout,” and is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation “ORRI” means “overriding royalty interest” and is intended to have the meaning commonly attributed to such term in the oil and gas industry.

THE BELOW DESCRIBED SCHEDULES ARE ATTACHED TO THIS EXHIBIT A AND  
ARE MADE A PART HEREOF:

Schedule I — Leasehold Interests  
Schedule II — Wells

Exhibit A

## Schedule I

### LEASES

#### BARATARIA - MISSISSIPPI CANYON 521

#### RECORD TITLE INTEREST

**Parish/County:**                      Plaquemines Parish, Louisiana  
   Mobile County, Alabama

OCS-G 34441 dated effective as of November 1, 2012, by and between the United States of America, as Lessor, and Red Willow Offshore, LLC and Houston Energy, L.P. as Lessees, covering all of Block 521, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.

Working and Net Revenue Interests
--------------------------------------

<u>WI</u>	<u>NRI</u>
<u>22.50000%</u>	<u>15.73875%</u>

Right-of-Way OCS-G 29341

Working Interest
------------------

100.00000%

#### Agreements and Instruments:

1. Deepwater Operating Agreement dated effective January 1, 2015, between Deep Gulf Energy III, LLC, Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC and Ridgewood Barataria, LLC, as amended.

## Schedule I

### LEASES

#### GLADDEN - MISSISSIPPI CANYON BLOCK 800

#### RECORD TITLE INTEREST

**Parish/County:**                      Plaquemines Parish, Louisiana

OCS-G 18292, dated effective as of July 1, 1997, between the United States of America, as Lessor, and Union Pacific Resources Company, as Lessee, covering all of Block 800, Mississippi Canyon, OCS Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI with Royalty</u> <u>Relief</u>	<u>NRI - No Royalty</u> <u>Relief</u>
<u>20.00%</u>	<u>19.60%</u>	<u>17.10%</u>

#### Agreements and Instruments:

1. Offshore Operating Agreement effective January 23, 2007, between Newfield, Exploration Company as Operator and Deep Gulf Energy, LP and ATP Oil & Gas Corporation as Non-Operators, as amended.



## Schedule I

### LEASES

#### KODIAK - MISSISSIPPI CANYON BLOCKS 727/771

##### OPERATING RIGHTS INTEREST

**Parish/County:**      Plaquemines Parish, Louisiana  
                             Hancock County, Mississippi  
                             Harrison County, Mississippi  
                             Jackson County, Mississippi

Oil and Gas Lease bearing Serial No. OCS-G 24102, effective June 1, 2002, by and between the United States of America, as Lessor, and BP Exploration & Production Inc., as Lessee, covering all of Block 727, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 4,320 acres.

Oil and Gas Lease bearing Serial No. OCS-G 24107, effective June 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production Inc., as Lessee, covering all of Block 771, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INsofar AND ONLY INsofar as the Lease covers those depths lying between 17,500 feet down to the depth of 99,999 feet TVD.

MC 727 and MC 771 Operating Rights (from 17,500' TVDSS down to 99,999' TVDSS) Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>34.9624100%</u>	<u>27.6874790%</u>

Right-of-Way OCS-G 29236

Working Interest
------------------

100.00000%

##### Agreements and Instruments:

1. Operating Agreement dated effective September 1, 2007, between BP Exploration & Production Inc., Marubeni Oil & Gas (USA) Inc. and Dominion Exploration & Production Inc., as amended.
2. Unit Operating Agreement for MC 727 Unit dated effective February 1, 2013, between Deep Gulf Energy II, LLC, Eni Petroleum US LLC and Marubeni Oil & Gas (USA) Inc., as amended.

## Schedule I

### LEASES

#### MARMALARD - MISSISSIPPI CANYON BLOCK 255 / 300

##### RECORD TITLE INTEREST

**Parish/County:**                      Plaquemines Parish, Louisiana  
   Mobile County, Alabama

OCS-G 24064, effective July 1, 2002, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 255, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>8.8529420%</u>

After 20% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>8.5209610%</u>

OCS-G 22868, effective (not stated on lease treated as June 1, 2001), by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 300, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>9.4228710%</u>

After 20% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>9.0696640%</u>

## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Operating Agreement effective June 18, 2008, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC and Deep Gulf Energy II, LLC.
2. Unit Operating Agreement dated February 1, 2012, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore LLC, Stephens Production Company, LLC, Ridgewood Energy Corporations, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC, ILX Prospective Leases, LLC and Crux1, LLC, as amended.

## **Schedule I**

### **LEASES**

#### **NOONAN – DANNY I GARDEN BANKS BLOCK 506**

##### **RECORD TITLE INTEREST**

**Parish/County:** Cameron Parish, Louisiana  
Vermilion Parish, Louisiana

OCS-G 26664, dated effective as of December 1, 2004, between the United States of America, as Lessor, and Remington Oil and Gas, as Lessee, covering all of Block 506, Garden Banks, OCS Official Protraction Diagram, NG 15-02.

Danny I - Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>30.0000000%</u>	<u>26.2500000%</u>

##### **Agreements and Instruments:**

1. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering GB 463, 506, 507 506.
2. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering EC 371 (S/2) and EC 381.
3. Offshore Operating Agreement dated effective November 1, 2010, between Deep Gulf Energy, LP, Deep Gulf Energy II, LLC and Energy Resource Technology GOM, Inc.

## Schedule I

### LEASES

#### ODD JOB - MISSISSIPPI CANYON BLOCKS 214 / 215

##### RECORD TITLE INTEREST

Parish/County:           Plaquemines Parish, Louisiana  
                                  Lafourche Parish, Louisiana  
                                  Baldwin County, Alabama  
                                  Mobile County, Alabama  
                                  Jackson County, Mississippi

OCS-G 24059, effective July 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production, Inc. and Spinnaker Exploration, L.L.C., as Lessees, covering all of Block 214, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interest
----------------------------------

<u>WI</u>	<u>NRI</u>
<u>61.057020%</u>	<u>47.013905%</u>

OCS-G 24060, effective June 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production, Inc. and Spinnaker Exploration, L.L.C., as Lessees, covering all of Block 215, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>54.8750000%</u>	<u>42.2537500%</u>

Right-of-Way OCS-G 29336

Working Interest
------------------

100.0000000%



## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Joint Operating Agreement Odd Job Prospect effective July 1, 2002, between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC covering MC 213, 214 & 215, as amended.
2. Odd Job Unit Operating Agreement effective March 1, 2013, between Eni US Operating Co. Inc., Eni Petroleum US LLC and Deep Gulf Energy II, LLC, as amended.
3. Odd Job Prospect Unit Operating Agreement effective March 2, 2013 between Eni Petroleum US LLC, Ecopetrol America Inc., Calypso Exploration, LLC and Deep Gulf Energy II, LLC, as amended

## Schedule I

### LEASES

#### SOUTH SANTA CRUZ - MISSISSIPPI CANYON BLOCK 563

#### RECORD TITLE INTEREST

**Parish/County:**      Plaquemines Parish, Louisiana  
                                 Lafourche Parish, Louisiana  
                                 Mobile County, Alabama

OCS-G 21176, dated effective as of July 1, 1999, between the United States of America, as Lessor, and Elf Exploration, Inc., as Lessee, covering all of Block 563, Mississippi Canyon, OCS Official Protraction Diagram, NG 16-10.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u> <u>w/Royalty</u> <u>Relief</u>	<u>NRI w/o</u> <u>Royalty</u> <u>Relief</u>
<u>40.5000000%</u>	<u>33.2100000%</u>	<u>28.1475000%</u>

#### Agreements and Instruments:

1. Unit Operating Agreement dated effective January 1, 2009, between Noble Energy, Inc., BP Exploration & Production Inc., Red Willow Offshore, LLC and HE&D Offshore, L.P., as amended.
2. Offshore Operating Agreement dated October 10, 2014, between Deep Gulf Energy III, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures I, LLC, Ridgewood South Santa Cruz, LLC and ILX Prospect South Santa Cruz, LLC, as amended

## Schedule I

### LEASES

#### **SOB II - MISSISSIPPI CANYON BLOCK 431**

#### **RECORD TITLE INTEREST**

**Parish/County:**      Plaquemines Parish, Louisiana  
                                 Mobile County, Alabama

OCS-G 22877, effective June 1, 2001, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 431, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interests
-----------------------------------

Before 10% IRR is Reached
---------------------------

<u>WI</u>	<u>NRI</u>
<u>11.8231100%</u>	<u>9.1849220%</u>

After 10% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>11.3985825%</u>	<u>8.8529415%</u>

After 20% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>8.5209610%</u>

#### **Agreements and Instruments:**

1. Unit Operating Agreement effective April 1, 2011, between LLOG Exploration Offshore, L.L.C., HE&D Offshore, L.P., Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC and Deep Gulf Energy II, LLC, as amended.
2. Operating Agreement effective August 12, 2018, between LLOG Exploration Offshore, LLC, Calypso Exploration, LLC, Crux1, LLC, Kosmos Energy Gulf of Mexico Operations, LLC, Ridgewood Energy Corporation, ILX Prospect Driller, LLC and Houston Energy Deepwater Ventures II, LLC.

## Schedule I

### LEASES

#### TORNADO - GREEN CANYON BLOCK 281

#### OPERATING RIGHTS INTEREST

**Parish/County:** Terrebonne Parish, Louisiana

OCS-G 33242, dated effective as of June 1, 2009, between the United States of America, as Lessor, and Energy Resource Technology GOM, Inc., as Lessee, covering all of Block 281, Green Canyon, OCS Official Protraction Diagram, NG 15-03 INsofar AND ONLY INsofar as the lease covers NE/4 NW/4 NW/4; S/2 NW/4 NW/4; W/2 NE/4 NW/4; SW/4 NW/4; W/2 SE/4 NW/4; the N/2 NW/4 SW/4 and NW/4 NE/4 SW/4 as it covers the stratigraphic equivalent of the depths between 19,022' SSTVD (19,200' MD) and the deeper of 22,000' SSTVD (20,755' MD) or the top of the salt as recorded on the Baker Hughes Memory Log LWC GR/Resis/Dens Nev 5 in./ 100 ft. Measured Depth on the composite Log of the ERT OCS-G 33242 Well No. 1 ST 1 in Block 281, Green Canyon.

Working and Net Revenue Interests
-----------------------------------

WI  
35.000000%

NRI  
24.93750%

#### Agreements and Instruments:

1. Offshore Operating Agreement dated effective September 30, 2007, between Energy Resource Technology GOM, Inc., and Sojitz GOM Deepwater, Inc., as amended.

## Schedule I

### LEASES

#### WINTERFELL – GREEN CANYON BLOCKS 943 / 944 / 987 / 988

#### RECORD TITLE INTEREST

**Parish/County:** Terrebonne, Louisiana  
Lafourche Parish, Louisiana

OCS-G 36060, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36061, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36309, dated effective as of June 1, 2018, by and between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC and LLOG Bluewater Holdings, L.L.C. Lessees, covering all of Block 987, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.242026%</u>

OCS-G 35417, dated effective as of June 1, 2014, by and between the United States of America, as Lessor, and Houston Energy, L.P. and Red Willow Offshore, LLC as Lessees, covering all of Block 988, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.502647%</u>



## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Operating Agreement effective November 1, 2019, between BOE Exploration & Production LLC, Beacon Offshore Energy Exploration LLC, Red Willow Offshore, LLC and Houston Energy, L.P., as amended.

## Schedule I

### LEASES

#### GETTYSBURG – DE SOTO CANYON BLOCKS 398 / 399

##### RECORD TITLE INTEREST

**Parish/County:**       Plaquemines Parish, Louisiana

OCS-G 36283 dated effective as of July 1, 2018, by and between the United States of America, as Lessor, and Deep Gulf Energy III, LLC as Lessee, covering all of Block 398, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>25.0000000%</u>	<u>19.3125000%</u>

OCS-G 37782 dated effective as of April 1, 2024, by and between the United States of America, as Lessor, and Shell Offshore Inc. as Lessee, covering all of Block 399, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>25.0000000%</u>	<u>20.1458300%</u>

##### Agreements and Instruments:

1. Operating Agreement effective January 28, 2025, between Shell Offshore Inc. and Kosmos Energy Gulf of Mexico Operations, LLC.

## Schedule I

### LEASES

#### TIBERIUS – KEATHLEY CANYON 964

##### RECORD TITLE INTEREST

Parish/County: St. Mary Parish, Louisiana  
Iberia Parish, Louisiana  
Vermilion Parish, Louisiana

OCS-G 36694, dated effective as of July 1, 2019, by and between the United States of America, as Lessor, and Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC as Lessees, covering all of Block 964, Keathley Canyon, as shown on OCS Official Protraction Diagram, NG 15-05.

Working and Net Revenue Interests	
<u>WI</u>	<u>NRI</u>
<u>50.00000000%</u>	<u>40.1251500%</u>

Proposed Right-of-Way OCS-G 29566

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

Proposed Right-of-Way OCS-G 29763

Working Interest
------------------

\*100%

\* Kosmos Interest upon BOEM approval

#### Agreements and Instruments:

1. Joint Operating Agreement effective August 1, 2022, between Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC, as amended.

**Schedule II**

**WELLS**

Prospect	Block	Lease Number	Well Name/Number	API #	Working Interest	Net Revenue Interest	Net Revenue Interest w/ Royalty Relief	Net Revenue Interest w/o Royalty Relief
Barataria	Mississippi Canyon 521	OCS-G 34441	SS001	608174131300	22.500000%	15.738750%	NA	NA
Gladden	Mississippi Canyon 800	OCS-G 18292	SS001; SS002	608174112701 608174140600	20.000000%	NA	19.600000%	17.100000%
Kodiak	Mississippi Canyon 771	OCS-G 24107	SS002; SS003	608174141900 608174129200	34.962410%	27.687479%	NA	NA
Marmalard	Mississippi Canyon 255	OCS-G 24064	SS001; SS002; SS003; SS003-ST	608174125800 608174130500 608174148900 608174148901	11.398583%	8.852942%	NA	NA
Marmalard	Mississippi Canyon 300	OCS-G 22868	SS001; SS002	608174120600 608174129500	11.398583%	9.422871%	NA	NA
Noonan - Danny I	Garden Banks 506	OCS-G 26664	002	608074028601	30.000000%	26.250000%	NA	NA
Odd Job	Mississippi Canyon 214	OCS-G 24059	002	608174138001	61.057020%	47.013905%	NA	NA
Odd Job	Mississippi Canyon 215	OCS-G 24060	SS001; SS002	608174129101 608174137600	54.875000%	42.253750%	NA	NA
SOB2	Mississippi Canyon 431	OCS-G 22877	SS002	608174120301	11.823110%	NA	10.277764%	9.184922%
South Santa Cruz	Mississippi Canyon 563	OCS-G 21176	SS001	608174130000	40.500000%	NA	33.210000%	28.147500%
Tiberius	Keathley Canyon 964	OCS-G 36694	004; ST00BP01	608084007400 608084007401	50.000000%	40.125150%	NA	NA
Tornado	Green Canyon 281	OCS-G 33242	SS001, SS002, SS003	608114065701 608114069101 60811407801	35.000000%	24.937500%	NA	NA
Winterfell	Green Canyon 943	OCS-G 36060	WA002	608114075301	25.04375%	19.323483%	NA	NA
Winterfell	Green Canyon 944	OCS-G 36061	WA001, WA003, WB001	608114074301 608114077701 608114079001	25.04375%	19.323483%	NA	NA

2025 25330  
Recorded in the Above  
Deed of Trust Book & Page  
10-02-2025 11:50:07 AM  
Tiffany L Cowan  
Hancock County

**PREPARED BY, AND WHEN  
RECORDED, PLEASE RETURN TO:**

Matthew D. Lea  
Morgan, Lewis & Bockius LLP  
1000 Louisiana Street, Suite 4000  
Houston, Texas 77002  
Phone: 713-890-5107

**REVIEWED FOR COMPLIANCE WITH  
RECORDING REQUIREMENTS:**

Raymond G. Russell, Mississippi Bar # 10479  
Adams & Reese LLP  
300 Renaissance  
1018 Highland Colony Parkway, Suite 800  
Ridgeland, Mississippi 39157  
Phone: 601-353-3234

**DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE  
FILING AND FINANCING STATEMENT**

**KOSMOS ENERGY GULF OF MEXICO  
OPERATIONS, LLC  
(Grantor and Debtor)**

(Organizational ID: 5303207)  
8176 Park Lane, Suite 500  
Dallas, Texas 75231  
Phone Number: (214) 445-9600

**ANKURA TRUST COMPANY, LLC  
(Beneficiary and Secured Party)**

140 Sherman Street  
Fairfield, CT 06824  
Phone Number: (917) 731-5504

**ANN TAYLOR**

(Trustee)

Address:

Jones Walker, LLP  
3100 North State Street, Suite 300  
Jackson, MS 39216  
Phone Number: (601) 949-4744

**ATTENTION RECORDING OFFICER:** This instrument is a mortgage of both real/immovable and personal/movable property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code in effect in the State of Mississippi. This instrument creates a lien on rights in or relating to lands of Grantor that are described on Exhibit A attached hereto and made a part hereof and in instruments and documents described on such Exhibit A. File this Instrument as an offshore document. Because the affected Deed of Trust



properties and collateral are located on the outer continental shelf and not on a part of any land lying north of the mean high water of the Gulf of Mexico, no indexing instructions are required.

[See additional COVER PAGE info on Page 2]

**September 24, 2025**

THIS INSTRUMENT IS A MULTIPLE INDEBTEDNESS DEED OF TRUST.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT COVERS THE INTEREST OF GRANTOR IN MINERALS OR THE LIKE (INCLUDING OIL AND GAS) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD. THIS INSTRUMENT COVERS THE INTEREST OF GRANTOR IN FIXTURES. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORDING, AMONG OTHER PLACES, IN THE DEED OF TRUST AND UCC RECORDS. PRODUCTS OF THE COLLATERAL ALSO ARE COVERED.

For purposes of filing this Deed of Trust as a financing statement and a fixture filing, the mailing address of Grantor is c/o Kosmos Energy Ltd., 8176 Park Lane, Suite 500, Dallas, Texas 75231. Kosmos Energy Gulf of Mexico Operations, LLC is a limited liability company organized under the laws of the state of Delaware. Beneficiary's mailing address is 140 Sherman Street, Fairfield, CT 06824. Grantor is the record owner of the Collateral.

\*\*\*\*\*

**DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT,  
FIXTURE FILING AND FINANCING STATEMENT**

**THIS DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT** (this “Deed of Trust”) is entered into as of September 24, 2025 (the “Effective Date”) by KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC, a Delaware limited liability company with offices c/o Kosmos Energy Ltd., 8176 Park Lane, Suite 500, Dallas, Texas 75231 (“Grantor”), represented herein by its undersigned officer, duly authorized by the resolutions attached hereto as Exhibit B, in favor of ANN TAYLOR, as Trustee for the benefit of Ankura Trust Company, LLC, a New Hampshire limited liability company with offices at 140 Sherman Street, Fairfield, CT 06824 (“Beneficiary”), for the benefit of the Secured Parties.

RECITALS

A. This instrument (the “Deed of Trust”) is executed and delivered by Grantor to and in favor of Beneficiary for the benefit of the Secured Parties.

B. Grantor is party to that certain Senior Secured Term Loan Credit Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Grantor, as the borrower, the other Loan Parties party thereto, Beneficiary, as term loan collateral agent and administrative agent, and the lenders from time to time party thereto (the “Lenders”), pursuant to which the Lenders have agreed to make loans and other extensions of credit to the Borrowers for the purposes set forth therein.

C. Grantor and/or certain other Loan Parties have entered, or may enter, into certain agreements regarding Secured Hedge Agreements and the GOM Offtake Agreement (collectively, the “Secured Ancillary Documents”).

D. Beneficiary, the Hedge Providers (as defined in the Credit Agreement) party thereto, Grantor and/or certain other Loan Parties and the other Persons party thereto from time to time, have entered, or may enter, into a Hedge Intercreditor Agreement.

E. Grantor and the other Loan Parties are party to that certain Term Loan Collateral and Guarantee Agreement dated as of September 24, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Security Agreement”). The Credit Agreement, the Secured Ancillary Documents, the Term Loan Security Agreement, and the other Loan Documents are collectively referred to herein as the “Secured Transaction Documents”.

F. Beneficiary and the other Secured Parties have conditioned their obligations under the Secured Transaction Documents upon the execution and delivery by Grantor of this Deed of Trust, and Grantor and has agreed to enter into this Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Grantor hereby

makes this Deed of Trust to Trustee for the benefit of Beneficiary to secure the Obligations and agrees as follows:

**ARTICLE I**  
**Definitions**

1.1 “Collateral” means the Realty Collateral, Personalty Collateral and Fixture Collateral.

1.2 “Contracts” means all contracts, agreements, operating agreements, farm-out or farm-in agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Hydrocarbons, rights-of-way, easements, surface leases, equipment leases, permits, franchises, licenses, pooling or unitization agreements, and unit or pooling designations and orders now or hereafter affecting any of the Oil and Gas Properties, Operating Equipment, Fixture Operating Equipment or Hydrocarbons now or hereafter covered hereby, or that are useful or appropriate in drilling for, producing, treating, handling, storing, transporting or marketing oil, gas or other minerals produced from any of the Oil and Gas Properties, and all such contracts and agreements as they may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Default Rate” means the default rate per annum set forth in Section 2.05(b) of the Credit Agreement applicable upon the occurrence and during the continuance of an Event of Default, but in no event to exceed the Maximum Lawful Rate.

1.4 “Excluded Property” means the following:

(a) any motor vehicle and other vehicles subject to certificates of title (except to the extent the security interest in such assets can be perfected by the filing of a UCC-1 financing statement);

(b) any assets over which the granting of Liens under the Term Loan Collateral Documents in such assets would be prohibited by contract or agreement (to the extent existing (x) on the Effective Date or (y) at the time such assets are acquired and not entered into in contemplation of such acquisition), applicable law or regulation (other than to the extent that such prohibition would be rendered ineffective pursuant to Miss. Code Ann. §§ 75-9-406, 75-9-407, 75-9-408 and 75-9-409 or any other applicable law) or would require the consent of any Person (other than Grantor or any of its Affiliates) (to the extent such consent right (x) existed on the Effective Date or (y) at the time such assets are acquired and not in contemplation thereof) or would require the consent of any Governmental Authority or regulatory body unless such consent has been obtained (in each case, other than to the extent that such consent requirement would be rendered ineffective pursuant to Miss. Code Ann. §§ 75-9-406, 75-9-407, 75-9-408 and 75-9-409 or any other applicable law); *provided that* any such asset or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as such prohibition or consent requirement is effective and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition or consent requirement is no longer effective;

(c) any lease, license, contract, property right, general intangible, agreement, asset or property to which Grantor is a party or has rights, or which is otherwise subject to a purchase money security interest, or any of its rights or interests thereunder (excluding any oil and gas lease or other Hydrocarbon Interests), if and only for so long as the grant of a Lien under the Term Loan Collateral Documents would constitute or result in a breach, termination or default under, or would invalidate, any such lease, license, contract, property right, general intangible, agreement, asset or property or purchase money arrangement or create a right of termination in favor of any party thereto (other than Grantor or any of its Affiliates) (other than to the extent that any term of such lease, license, contract, property right, general intangible, agreement, asset or property or purchase money arrangement would be rendered ineffective pursuant to Miss. Code Ann. §§ 75-9-406, 75-9-407, 75-9-408 and 75-9-409 or any other applicable law); *provided that* such lease, license, contract, property right or agreement or purchase money arrangement or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as the consequences specified above will result and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such consequences will no longer result;

(d) margin stock (within the meaning of Regulation T, Regulation U or Regulation X);

(e) any governmental permits, franchises, approvals, charters, authorizations or licenses or state or local permits, franchises, approvals, charters, authorizations or licenses, to the extent a grant of a Lien under the Term Loan Collateral Documents in any such permit, franchise, approval, charter, authorization or license is prohibited or restricted thereby (other than to the extent that any such prohibition or restriction would be rendered ineffective pursuant to Miss. Code Ann. §§ 75-9-406, 75-9-407, 75-9-408 and 75-9-409 or any other applicable law); *provided that* any such permit, franchise, approval, charter, authorization or license or, to the extent severable, any portion thereof, will be an Excluded Property only to the extent and for so long as such prohibition or restriction is effective and will cease to be an Excluded Property and will become subject to the Lien granted under the Term Loan Collateral Documents, immediately and automatically, at such time as such prohibition is no longer effective;

(f) any Excluded Account;

(g) Intellectual Property and licenses, including any "intent-to-use" Trademarks until such time as such Grantor files an amendment to allege use or statement of use and such filing is examined and accepted by the United States Patent and Trademark Office for any such Trademarks;

(h) any Letter of Credit Rights (as defined in the UCC) (other than to the extent a Lien thereon can be perfected by filing an "all assets" UCC-1 or automatically as a supporting obligation for other collateral required to be perfected under the Loan Documents);

(i) any equipment or other asset owned by any Grantor that is subject to a purchase money lien or a Capitalized Lease, in each case, as permitted under the Loan Documents, if the contract or other agreement in which such Lien is granted (or the documentation providing for such Capitalized Lease) prohibits or requires the consent of any Person other than Grantor as a condition to the creation of any other security interest on such equipment or asset, such consent



has not been obtained, and, in each case, such prohibition or requirement is permitted by the Loan Documents;

(j) those assets as to which Beneficiary shall determine (acting at the direction of the Required Lenders), that the cost or other consequence of obtaining a Lien thereon or perfection thereof are excessive in relation to the benefit to the Secured Parties of the security to be afforded thereby; and

(k) any Oil and Gas Properties that are neither related to or attributable to the Hydrocarbon Interests described on Exhibit A nor are classified as Proved Reserves, together with any Property used exclusively in connection with such excluded Oil and Gas Properties; and

(l) any Building (as defined in the applicable Flood Insurance Regulations) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulations) owned by any Loan Party,

provided, that in case of clauses (b) and (c) of this definition, the security interest hereunder shall attach immediately and automatically (without need for any further grant or act) at such time as the conditions described in clause (b) or (c), as applicable, preventing such attachment cease to exist and to the extent severable shall in any event, attach to all rights in respect of such Property that are not subject to the applicable conditions described in clause (b) or (c); provided, further that "Excluded Property" shall (1) not include any right to receive proceeds from the sale or other disposition of Excluded Property or any proceeds, substitutions or replacements of Excluded Property (unless such proceeds, substitutions or replacements would constitute Excluded Property).

1.5 "Event of Default" shall have the meaning set forth in Article V hereof.

1.6 "Fixture Collateral" means all of Grantor's interest now owned or hereafter acquired in and to all Fixture Operating Equipment and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.7 "Fixture Operating Equipment" means any of the items described in the first sentence of Section 1.12 that, as a result of being incorporated into realty or structures or improvements located therein or thereon, constitute fixtures under the laws of Mississippi.

1.8 "Hydrocarbon Interests" means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, fee interests, surface interests, mineral fee interests, overriding royalty interests and other royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature, in each case, which are expressly described on Exhibit A and all other interests of Grantor consisting of Proved Reserves whether now owned or hereafter acquired. Unless otherwise indicated herein, each reference to the term "Hydrocarbon Interests" shall mean Hydrocarbon Interests of Grantor.



1.9 “Hydrocarbons” means oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined or separated therefrom and all other minerals which may be produced and saved from or attributable to the Oil and Gas Properties of Grantor, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests of Grantor or other properties constituting Oil and Gas Properties of Grantor.

1.10 “Obligations” means all obligations (whether now existing or hereafter arising, absolute or contingent, joint, several, or independent) of every nature of each Loan Party from time to time owed to any Agent (including former Agents) or any Lender from time to time outstanding under the Credit Agreement and under the other Loan Documents or otherwise under any Loan, Secured Ancillary Document, including, without limitation, all principal and all interest, fees, premium, expenses, Erroneous Payment Subrogation Rights, and other charges accrued or accruing (or which would, absent commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto, accrue) on or after the commencement of any bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto at the rate provided for herein or the relevant Loan Document, whether or not such interest, fees, premium, expenses or other charges are allowed or allowable in any such bankruptcy, insolvency or other similar proceeding involving creditors’ rights generally and any proceeding ancillary thereto. The maturity date for the payment of the last installment of the Obligations to become due is September 24, 2029, unless extended pursuant to the terms of the Credit Agreement or the other Loan Documents.

1.11 “Oil and Gas Property” or “Oil and Gas Properties” means (a) Hydrocarbon Interests; (b) the Properties now or hereafter pooled or unitized with Hydrocarbon Interests; (c) all presently existing or future unitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules of any Governmental Authority) which may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including production sharing contracts and agreements, which relate to any of the Hydrocarbon Interests or the production, sale, purchase, exchange or processing of Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and which may be produced and saved or attributable to the Hydrocarbon Interests, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests; (f) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests; and (g) all Properties, rights, titles, interests and estates described or referred to above, including any and all tangible Property, real or personal, now owned or hereafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells, all permanently abandoned and inactive wells, dry holes or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, pipelines, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters,

apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing. Unless otherwise indicated herein, each reference to the term "Oil and Gas Properties" shall mean Oil and Gas Properties of Grantor.

1.12 "Operating Equipment" means all surface or subsurface machinery, equipment, facilities, supplies or other Property of whatsoever kind or nature now or hereafter located on any of the Property affected by the Oil and Gas Properties that are useful for the production, treatment, storage or transportation of Hydrocarbons, including all oil wells, gas wells, water wells, injection wells, casing, tubing, rods, pumping units and engines, christmas trees, platforms, risers, towers, rigs, derricks, separators, gun barrels, flow lines, pipelines, tanks, gas systems (for gathering, treating and compression), water systems (for treating, disposal and injection), supplies, derricks, wells, power plants, poles, cables, wires, meters, processing plants, compressors, dehydration units, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. "Operating Equipment" shall not include any items incorporated into real/immovable property or realty or structures or improvements located therein or thereon in such a manner that they no longer remain personal/movable property or personalty under the laws of the state in which such equipment is located.

1.13 "Personalty Collateral" means all of Grantor's interest now owned or hereafter acquired in and to all Operating Equipment, all Hydrocarbons severed and extracted from or attributable to the Oil and Gas Properties, including oil in tanks and all other "as-extracted" collateral from or attributable to the Oil and Gas Properties, general intangibles attributable to or specifically held in inventory for use on the Oil and Gas Properties and all accounts (including accounts resulting from the sale of Hydrocarbons at the wellhead), contract rights, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with the sale or other disposition of any Hydrocarbons or otherwise, including all Liens securing the same, all accounts, contract rights and general intangibles attributable to or related to the Oil and Gas Properties and now existing or hereafter arising regardless of whether any of the foregoing is in connection with or resulting from any of the Contracts, including all Liens securing the same, all Contracts, all personal property located on the real property described in Exhibit A, all proceeds and products of the Realty Collateral and any other contracts or agreements, all information concerning the Oil and Gas Properties and all wells located thereon; including abstracts of title, title opinions, geological and geophysical information and logs, lease files, well files, and other books and records (including computerized records and data), any options or rights of first refusal to acquire any Realty Collateral, all As-Extracted Collateral (as defined in the UCC) located in or related to the Oil and Gas Properties, including, without limitation, all As-Extracted Collateral relating to the Hydrocarbon Interests and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.14 “Property” means any property of any kind, whether real/immovable, personal/movable, or mixed and whether tangible or intangible.

1.15 “Realty Collateral” means all of Grantor’s interest now owned or hereafter acquired in and to the Oil and Gas Properties described in Exhibit A, including any access rights, water and water rights, and all unsevered and unextracted Hydrocarbons (even though Grantor’s interest therein may be described incorrectly in, or a description of a part or all of such interest may be omitted from, Exhibit A), any real property rights described in or arising under a Contract to the extent relating to Property described in Exhibit A, whether or not such Contract is filed of record in the relevant Conveyance Records, Deed Records, Deed of Trust Records, Oil and Gas Records, Oil and Gas Lease Records, Real Property Records or other records of any County or the Bureau of Ocean Energy Management, any pipeline easements, rights of way or other real property rights, including those filed of record in the jurisdiction in which this Deed of Trust is filed relating to the Property described in Exhibit A, and all improvements and other constructions, including the Operating Equipment, now or hereafter located on any of the real/immovable property affected by the Oil and Gas Properties.

1.16 “Security Termination” means such time at which a Repayment Event shall have occurred.

1.17 “Trustee” means Ann Taylor of Jones Walker, LLP, whose address for notice hereunder is 3100 North State Street, Suite 300, Jackson, MS 39216, and any successors and substitutes in trust hereunder.

1.18 All capitalized terms used but not otherwise defined herein shall have the meaning set forth for them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles, Sections, Schedules and Exhibits to this Deed of Trust, unless otherwise specified. All references to instruments, documents, contracts and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Deed of Trust, shall refer to this Deed of Trust as a whole and not to any particular provision of this Deed of Trust. As used herein, the term “including” means “including without limitation.”

## **ARTICLE II**

### **Creation of Security**

2.1 **Conveyance and Grant of Lien.** In consideration of the Obligations, and in further consideration of the mutual covenants contained herein and in the Credit Agreement and the other Secured Transaction Documents, and to secure payment of the Obligations, and the performance of the covenants and obligations herein contained and in consideration of other valuable consideration in hand paid by Beneficiary to Grantor and in consideration of the debts and trusts hereinafter mentioned, the receipt and sufficiency of all of which hereby are acknowledged, Grantor, by these presents, hereby MORTGAGES, AFFECTS, PLEDGES, HYPOTHECATES,



BARGAINS, SELLS, ASSIGNS, TRANSFERS, CONVEYS, GRANTS AND WARRANTS a security interest and lien unto the Trustee, in trust for the benefit of Beneficiary, for the benefit of the Secured Parties, with power of sale and right of entry and possession, in and to all right, title and interest of Grantor in and to the Realty Collateral, the Fixture Collateral and the Personalty Collateral, including all the real/immovable property, personal/movable property, rights, titles, interests and estates constituting Realty Collateral, Fixture Collateral and/or Personalty Collateral; provided, however, that the terms "Realty Collateral", "Fixture Collateral", "Personalty Collateral" or "Collateral" shall in no event include any Excluded Property, and no lien or security interest is granted hereby in any such Excluded Property.

TO HAVE AND TO HOLD Grantor's right, title and interest in and to the Realty Collateral, Fixture Collateral and Personalty Collateral unto Trustee, for the benefit of Beneficiary and their successors, assigns or substitutes forever, together with all and singular the rights, hereditaments and appurtenances thereto in anywise appertaining or belonging, to secure payment of the Obligations and covenants of Grantor contained in this Deed of Trust and the other Secured Transaction Documents. Grantor hereby binds itself, its successors and permitted assigns, to warrant and forever defend its rights, title and interest in and to the Realty Collateral, Fixture Collateral and Personalty Collateral unto the Trustee, for the benefit of Beneficiary, subject in all respects to Permitted Liens, and their successors and permitted assigns, against every Person whomsoever lawfully claiming or to claim the same, or any part thereof.

Subject, however, to the condition that neither the Trustee nor Beneficiary shall be liable in any respect for the performance of any covenant or obligation of Grantor with respect to the Collateral. Any reference in Exhibit A to the name of a well shall not be construed to limit the Collateral to the well bore of such well or in the pro rata units. It is Grantor's intent that this instrument cover Grantor's entire interest in the lands, leases, units and other interests set forth in Exhibit A.

AND without limiting any of the other provisions of this Deed of Trust, to the extent permitted by applicable law, Grantor expressly grants to Trustee for the benefit of Beneficiary, as secured party, a security interest in the portion of the Property owned by Grantor which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions.

Notwithstanding anything contained herein to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation (hereinafter defined)) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Realty Collateral," "Fixture Collateral" or "Personalty Collateral", and no Buildings or Manufactured (Mobile) Homes are encumbered by this Deed of Trust. As used herein, "Flood Insurance Regulations" shall mean the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, the National Flood Insurance Reform Act of 1994 (amending 42 U.S.C. §§ 4001, et seq.), as the same may be amended or recodified from time to time, and the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

**ARTICLE III**  
**Assignment of Production**

3.1 For the purpose of additionally securing the payment of the Obligations and to facilitate the discharge of any of the Obligations and as cumulative of any and all rights and remedies herein provided for, effective as of 7:00 a.m. local time wherein the Collateral is located as of the date hereof, Grantor hereby absolutely, unconditionally and exclusively grants, bargains, sells, transfers, assigns, sets over and conveys unto Trustee, for the benefit of Beneficiary, for the benefit of the Secured Parties, its interest in the Hydrocarbons, together with its share of the proceeds derived from the sale thereof (such proceeds being hereinafter called "proceeds of runs"). Grantor directs and instructs each purchaser of the Hydrocarbons to pay to Beneficiary, all of the proceeds of runs until such time as such purchaser has been furnished evidence that all Obligations has been paid and that the lien evidenced hereby has been released. Grantor authorizes Trustee and/or Beneficiary, to receive and collect all sums of money derived from the proceeds of runs, and no purchaser of the Hydrocarbons shall have the responsibility for the application of any funds paid to Beneficiary.

3.2 Independent of the foregoing provisions and authorities herein granted, Grantor agrees to execute and deliver any and all transfer orders, division orders and other instruments that may be requested by Trustee and/or Beneficiary or that may be required by the purchaser of the Hydrocarbons for the purpose of effectuating payment of Grantor's proceeds of runs to Beneficiary, upon the occurrence and during the continuance of an Event of Default.

3.3 Beneficiary may (at the direction of the Required Lenders), elect to return any part of said funds to Grantor or to deposit the same to Grantor's account without applying it to the Obligations. Upon the occurrence and during the continuance of an Event of Default, the monthly proceeds of Grantor's runs actually received by Beneficiary may be held by Beneficiary and applied in the manner set forth in Section 6.02 of the Credit Agreement.

3.4 The receipt by Beneficiary of any monies for the account of Grantor, including but not limited to money received as proceeds of runs, shall not in any manner change or alter in any respect the obligations of Grantor upon the Obligations, and nothing herein contained shall be construed as limiting Beneficiary to the collection of any of the Obligations out of the proceeds of runs. The Obligations shall continue as the absolute and unconditional obligation of Grantor to pay, as provided in the instruments evidencing the Obligations, the amounts therein specified at their respective maturity dates, whether by acceleration or otherwise.

3.5 Trustee and Beneficiary are hereby absolved from all liability, including liability for Trustee's or Beneficiary's negligence, for failure to enforce collection of the proceeds of runs and from all other responsibility in connection therewith except the responsibility to account to Grantor for funds actually received. Grantor agrees to indemnify and hold Trustee and Beneficiary harmless against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees by reason of the assertion that Trustee or Beneficiary has received, either before or after the payment in full of the Obligations, funds from the sale of Hydrocarbons claimed by third persons, except for third parties who have valid claims. Trustee and Beneficiary shall have the right to defend against any such claims or actions, employing attorneys of its own selection. If not



furnished with indemnity satisfactory to Beneficiary, Trustee and Beneficiary shall have the right to compromise and adjust any such claims, actions and judgments, and, in addition to the rights to be indemnified as herein provided, all amounts paid by Trustee, Beneficiary or any Secured Party in compromise, satisfaction or discharge of any such claim, action or judgment and all court costs, attorneys' fees and other expenses of every character incurred by Trustee, Beneficiary or any Secured Party shall be a demand obligation owing by Grantor, shall be secured by the lien and security interest evidenced by this instrument and shall bear interest on each such amount from the date that the same is expended, advanced or incurred by Trustee or Beneficiary until the date of written demand or request by Trustee or Beneficiary for the reimbursement of same, at a rate of interest equal to the lesser of (i) the maximum lawful rate of interest permitted by applicable usury laws, now or hereafter enacted, which interest rate shall change when and as said laws shall change to the extent permitted by said laws, effective on the day such change in said laws becomes effective (herein called the "Maximum Lawful Rate") or (ii) the Default Rate. Any provision to the contrary herein contained notwithstanding, the rate of interest contracted for, charged or received by Trustee or Beneficiary hereunder shall never exceed the Maximum Lawful Rate.

3.6 Each of the provisions of this Article III shall be deemed a covenant running with the land and shall be binding upon Grantor, its successors and assigns, and inure to the benefit of Trustee and/or Beneficiary, its successors and assigns.

3.7 The foregoing assignment shall not cause Trustee and/or Beneficiary to be: (a) a Trustee and/or Beneficiary in possession; (b) responsible or liable for the control, care, management, operation or repair of the Collateral or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of any Contract or lease in the Oil and Gas Properties; (c) responsible or liable for any waste committed on the Collateral by Grantor under any of the Contracts or leases in the Oil and Gas Properties or by any other party; for any dangerous or defective condition of the Collateral; or for any negligence in the management, upkeep, repair or control of the Collateral resulting in loss or injury or death to any person; or (d) responsible for or impose upon Trustee and/or Beneficiary any duty to produce Hydrocarbons, rents, profits, runs, or proceeds of runs. Trustee and/or Beneficiary shall not directly or indirectly be liable to Grantor or any other person as a consequence of: (a) the exercise or failure to exercise any of the rights, remedies or powers granted to Trustee and/or Beneficiary hereunder; or (b) the failure or refusal of Trustee and/or Beneficiary to perform or discharge any obligation, duty or liability of Grantor arising under the Contracts or leases in the Oil and Gas Properties. The exclusions from liability contained herein are intended to apply to liability for Trustee and/or Beneficiary's negligence except for gross negligence or willful misconduct, as found by a final and non-appealable judgment of a court of competent jurisdiction.

3.8 Grantor hereby appoints Trustee for the benefit of Beneficiary as its attorney-in-fact to pursue any and all rights of Grantor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons during the continuation of an Event of Default. In addition to the Liens granted to the Trustee and/or Beneficiary in Section 2.1, Grantor hereby further pledges and collaterally transfers and assigns to Trustee for the benefit of Beneficiary, for the benefit of the Secured Parties, any and all such Liens, security interests, financing statements or similar interests of Grantor attributable to its interest in the As-Extracted Collateral, any other

Hydrocarbons and proceeds of runs therefrom arising under or created by any statutory provision, judicial decision or otherwise. The power of attorney granted to Trustee for the benefit of Beneficiary in this Section 3.8, being coupled with an interest, shall be irrevocable until the Security Termination has occurred.

3.9 Notwithstanding the foregoing, (i) until such time as an Event of Default has occurred and is continuing, but subject to the provisions of the Credit Agreement, Beneficiary hereby grants to Grantor a license to sell its respective Hydrocarbons and receive proceeds from the sale of such Hydrocarbons, which license shall automatically terminate upon such Event of Default and for so long as the same continues, and (ii) Beneficiary has agreed not to exercise its right to receive direct delivery of Hydrocarbons and payment of proceeds immediately but rather, each party producing, purchasing or receiving Hydrocarbons may continue to make such deliveries or payments to such Grantor until such time as such party has received notice from Beneficiary that an Event of Default has occurred and is continuing and that such party is directed to make delivery or payment directly to Beneficiary.

#### **ARTICLE IV** **Grantor's Warranties and Covenants**

4.1 **Representations and Warranties.** Grantor represents and warrants as follows (provided, however, that such representations and warranties with respect the representations in the following clause (d) shall be limited to the Mortgagor's knowledge to the extent relating to Collateral for which the Mortgagor is not the operator of the related Oil & Gas Properties):

(a) *Title to Collateral.* Grantor has good and defensible title to the Collateral free from all Liens except for Permitted Liens.

(b) *Production Burdens, Expenses and Revenues.* Grantor's ownership of the Hydrocarbons and the undivided interests therein as specified in Exhibit A will, after giving full effect to the Permitted Liens and after giving full effect to any instruments or agreements affecting Grantor's ownership of the Hydrocarbons, afford Grantor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Hydrocarbons specified as net revenue interest in set forth in the most recently delivered Reserve Report, and will cause Grantor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest as set forth in the most recently delivered Reserve Report, of the costs of drilling, developing and operating the wells identified in Exhibit A. Any fractional percentage or decimal interests specified in Exhibit A in referring to Grantor's interest in the Collateral are solely for the purposes of the warranties set forth above and shall in no manner limit the quantum of the interests of Grantor in the Collateral pledged by Grantor hereunder.

(c) *Not a Foreign Person.* Grantor 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. Grantor is not a non-resident alien, foreign corporation,

foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

(d) *Rentals; Leases.* All material rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the Collateral have been duly paid or provided for (except for those amounts being contested by Grantor in good faith and for which adequate reserves have been maintained in accordance with GAAP), and all leases or subleases comprising a part of the Oil and Gas Properties are valid and subsisting, in full force and effect, and there exists no default or event or circumstance which with the giving of notice or the passage of time or both would give rise to a material default under any such lease or leases, except with respect to any such Collateral that is no longer capable of producing Hydrocarbons in economically reasonable amounts or to the extent such leases have expired in accordance with their terms.

(e) *Power to Create Lien and Security.* Grantor has full power and lawful authority to grant, bargain, sell, assign, transfer, mortgage and convey a security interest in all of the Collateral in the manner and form herein provided. No authorization, approval, consent or waiver of any lessor, sublessor, Governmental Authority or other party or parties whomsoever that has not been obtained is required in connection with the execution and delivery by Grantor of this Deed of Trust with respect to any Collateral.

#### 4.2 **Further Assurances.**

(a) Grantor covenants that Grantor shall execute and deliver such other and further instruments and documents, and shall do such other and further acts as are reasonable necessary (or as Trustee and/or Beneficiary may reasonably request) to carry out more effectively the purposes of this Deed of Trust, including without limiting the generality of the foregoing, prompt correction of any defect in the execution or acknowledgment of this Deed of Trust, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; prompt correction of any defect which may hereafter be discovered in the title to the Collateral which could reasonably be expected to have a Material Adverse Effect and prompt execution and delivery of all division or transfer orders or other instruments which are required to transfer to Trustee, for the benefit of Beneficiary, and/or to Beneficiary the assigned proceeds from the sale of Hydrocarbons from the Oil and Gas Properties.

(b) Grantor covenants that Grantor shall maintain and preserve the first priority Lien and security interest herein created as a valid Lien so long as Security Termination has not occurred, subject in all respects to Permitted Liens.

4.3 **Operation by Third Parties.** As to any part of the Collateral which is operated by a party other than Grantor, until the Security Termination has occurred, Grantor shall at Grantor's own expense, use reasonable commercial efforts to obtain compliance with such covenants by the working interest owners or the operator or operators of such Collateral, regardless of whether Grantor is the operator of the Oil and Gas Properties, except as expressly permitted by the Credit Agreement.



4.4 **Recording.** Grantor shall, at Grantor's own expense, record, register, deposit and file this Deed of Trust and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places as are necessary or appropriate, including in the state where Grantor is registered as a limited liability company and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a valid lien and security interest (subject in all respects to Permitted Liens) on real or immovable personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the lien and security interest created hereby in and on the Collateral.

**ARTICLE V**  
**Default**

5.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an "Event of Default" under this Deed of Trust.

**ARTICLE VI**  
**Beneficiary's and Trustee's Rights**

6.1 **Rights to Realty Collateral Upon Default.**

(a) *Operation of Property by Beneficiary and/or Trustee.* Upon the occurrence and during the continuance of any Event of Default, and in addition to all other rights of Trustee and/or Beneficiary, Trustee and/or Beneficiary shall, to the extent permitted by applicable law and, have the following rights and powers (but no obligation):

(i) To enter upon and take possession of any of the Realty Collateral and exclude Grantor therefrom;

(ii) To hold, use, administer, manage and operate the Realty Collateral to the extent that Grantor could do so, and without any liability to Grantor in connection with such operations; and

(iii) To the extent that Grantor could do so, to collect, receive and receipt for all Hydrocarbons produced and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, to drill additional wells, and to exercise every power, right and privilege of Grantor with respect to the Realty Collateral.

Trustee and/or Beneficiary may designate any person, firm, corporation or other entity to act on their behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development (including costs of unsuccessful workover operations or additional wells) have been paid, and Security Termination has occurred, the Liens created by this Deed of Trust shall be released.

(b) *Judicial Proceedings.* Upon the occurrence and during the continuance of any Event of Default, Beneficiary and/or Trustee may proceed by a suit or suits, in equity or at law for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, for the enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Mississippi or on the outer continental shelf adjacent to the State of Mississippi, Beneficiary and/or Trustee may proceed by suit for a judicial sale of the Realty Collateral; or without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all or any part of the Collateral to be immediately seized and sold by ordinary or executory process issued by any competent court, either with or without appraisalment, and without the necessity of making demand upon Grantor in default, all of which are expressly waived by Grantor.

(c) *Foreclosure by Private Power of Sale of Collateral.* Upon the occurrence and during the continuance of any Event of Default, Beneficiary shall have the right and power to direct the Trustee to sell, as Beneficiary may elect, all or a portion of the Collateral at one or more sales as an entirety or in parcels, in accordance with and as permitted by any applicable state law. Trustee, at the request of Beneficiary, may sell the Realty Collateral and Fixture Collateral or any part thereof at one or more public sales at the courthouse of the county in which the is situated, at public outcry, to the highest bidder for cash, and, to the extent allowed by law in bar of the right and equity of redemption, statutory right of redemption, homestead, dower, appraisalment, stay, elective share and all other rights and exemptions of every kind, all of which are hereby expressly waived by Grantor, in order to pay the secured indebtedness and all expenses of sale and of all proceedings in connection therewith, including reasonable attorney's fees, after advertising the time, place and terms of sale at least once a week for three (3) consecutive weeks preceding the date of such sale in some newspaper published in the county in which the Realty Collateral and Fixture Collateral or any part thereof is located, or if no newspaper is published in such county, then in a newspaper of general circulation therein, and by posting one notice of such sale at the courthouse where such sale is to be held. Such notice and advertisement will disclose the name of Grantor. Grantor hereby designates as Grantor's address for the purpose of notice the address set out in Section 7.15; provided that Grantor may by written notice to Beneficiary designate a different address for notice purposes. Any purchaser or purchasers will be provided with a general warranty conveyance (but subject to Permitted Liens) binding Grantor and Grantor's successors and assigns. Sale of a part of the Realty Collateral will not exhaust the power of sale, and sales may be made from time to time until all of the Realty Collateral is sold or Security Termination has occurred. Beneficiary and/or Trustee will have the authority to appoint an attorney-in-fact to act as trustee in conducting the foreclosure sale and executing a deed to the purchaser or purchasers.

(d) *Foreclosure for Installments.* Upon the occurrence and during the continuance of any Event of Default, then to the extent provided by applicable law,



Beneficiary and/or Trustee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Obligations which have not been paid when due either through the courts or by proceeding with foreclosure in satisfaction of the matured but unpaid portion of the Obligations as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest and other Obligations then due; such sale may be made subject to the unmatured portion of the Obligations, and any such sale shall not in any manner affect the unmatured portion of the Obligations, but as to such unmatured portion of the Obligations this Deed of Trust shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Obligations, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Obligations without exhausting the power to foreclose and sell the Collateral for any subsequently maturing portion of the Obligations.

(e) *Certain Aspects of Sale.* Beneficiary will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Beneficiary as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of an Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, the appointment of any successor Beneficiary or Trustee (as appropriate) hereunder and the truth and accuracy of all other matters stated therein. Grantor does hereby ratify and confirm all legal acts that Beneficiary and/or Trustee may do in carrying out Beneficiary's and/or Trustee's duties and obligations under this Deed of Trust, and Grantor hereby irrevocably appoints Beneficiary and/or Trustee (as appropriate), with full power of substitution, to be the attorney in fact of Grantor and in the name and on behalf of Grantor, to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Grantor ought to execute and deliver and do and perform any and all such acts and things which Grantor ought to do and perform under the covenants herein contained and generally to use the name of Grantor in the exercise of all or any of the powers hereby conferred on Beneficiary and/or Trustee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Beneficiary and/or Trustee, or any public officer acting under execution or by order of court, to have physically present or constructively in his possession any of the Collateral, and Grantor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(f) *Receipt to Purchaser.* Upon any sale made under the power of sale herein granted, the receipt of Beneficiary and/or Trustee will be sufficient discharge to the purchaser or purchasers at any sale for its purchase money, and such purchaser or

purchasers, will not, after paying such purchase money and receiving such receipt of Beneficiary and/or Trustee, be obligated to see to the application of such purchase money or be responsible for any loss, misapplication or non-application thereof.

(g) *Effect of Sale.* Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Grantor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Grantor, Grantor's successors or assigns, and against any and all Persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Grantor, or Grantor's successors or assigns. Nevertheless, if requested by Beneficiary and/or Trustee so to do, Grantor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Grantor agrees that if Grantor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Grantor will be considered a tenant at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Grantor.

(h) *Application of Proceeds.* The proceeds of any sale of the Realty Collateral or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall be applied in the manner set forth in Section 6.02 of the Credit Agreement.

(i) *Grantor' Waiver of Appraisement and Marshalling.* Grantor agrees, to the full extent that Grantor may lawfully so agree, that Grantor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Deed of Trust or pursuant to the decree of any court of competent jurisdiction; and Grantor, for Grantor and all who may claim through or under Grantor, hereby waives the benefit of all such laws and, to the extent that Grantor may lawfully do so under any applicable law of the State of Mississippi, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Grantor agrees that Beneficiary and/or Trustee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Beneficiary and/or Trustee may direct.

(j) *Other Waivers.*

(i) Beneficiary and/or Trustee may resort to any security given by this Deed of Trust or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as Beneficiary and/or Trustee (acting at the direction of

the Required Lenders), and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or liens created by this Deed of Trust.

(ii) Grantor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Grantor hereby authorizes Beneficiary and/or Trustee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisal (appraisal being hereby expressly waived) either in its entirety or in lots, or parcels as Beneficiary and/or Trustee may determine to the highest bidder for cash or on such terms as Beneficiary and Trustee may direct, Grantor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(iii) Grantor waives the provisions of Miss. Code Ann. §89-1-55 as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time.

(k) *Applicable Law.* If any law referred to herein and now in force, of which Grantor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof

6.2 **Rights to Personalty Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Beneficiary and/or Trustee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the Mississippi Uniform Commercial Code (Miss. Code Ann. §§ 75-9-101 et seq.) as amended, modified or succeeded, and under all other applicable laws of Mississippi and this Deed of Trust. To the extent permitted by applicable laws, Beneficiary and/or Trustee shall have the right to take possession of the Personalty Collateral, and for this purpose Beneficiary and/or Trustee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Grantor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Beneficiary and/or Trustee may require Grantor to assemble the Personalty Collateral and make it available to Beneficiary and/or Trustee at a place to be designated by Beneficiary and/or Trustee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary and/or Trustee will send Grantor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed, postage prepaid, to Grantor at the address designated in Section 7.15 hereof (or such other address as has been designated as provided herein) at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Beneficiary and/or Trustee will be entitled to recover attorneys' fees and legal expenses as provided for in this



Deed of Trust and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Grantor shall remain liable for any deficiency remaining after the sale or other disposition. Grantor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

6.3 **Rights to Fixture Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Beneficiary and/or Trustee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

6.4 **Other Rights.** In addition to the rights as described in Sections 6.1, 6.2 and 6.3, upon the occurrence and during the continuance of any Event of Default, Beneficiary and/or Trustee may take such other action, without notice or demand, to protect and enforce its rights against Grantor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise (at the direction of the Required Lenders), without impairing or otherwise affecting the other rights and remedies of Beneficiary and/or Trustee: institute proceedings for the complete foreclosure of this Deed of Trust, in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Deed of Trust for the portion of the Obligations then due and payable, subject to the continuing Lien of this Deed of Trust for the balance of the Obligations not then due; or institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Deed of Trust; or apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Grantor or of any Person liable for the payment of the Obligations; or pursue such other remedies as Beneficiary and/or Trustee may have under applicable law.

6.5 **Reserved.**

6.6 **Account Debtors.** Beneficiary and/or Trustee may after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Beneficiary and/or Trustee and contact account debtors directly to verify information furnished by Grantor. Beneficiary and/or Trustee shall not have any obligation to preserve any rights against prior parties.

6.7 **Costs and Expenses.** All sums advanced or costs or expenses incurred by Beneficiary and/or Trustee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Grantor to Beneficiary as part of the Obligations. Grantor hereby agrees to repay such sums on demand plus interest thereon from the date of the advance or incurrence until reimbursement of Beneficiary and/or Trustee at the Reimbursement Rate.

6.8 **Set-Off.** Upon the occurrence and during the continuance of any Event of Default, Beneficiary shall have the right to set-off any funds of Grantor in the possession of Beneficiary against any amounts then due by Grantor to Beneficiary pursuant to the Deed of Trust.

6.9 **Resignation of Operator.** In addition to all rights and remedies under this Deed of Trust, at law and in equity, upon the occurrence and during the continuance of any Event of Default, if Beneficiary and/or Trustee shall exercise any remedies under this Deed of Trust with respect to any particular Oil and Gas Property (or Grantor shall transfer such Oil and Gas Property "in lieu of" foreclosure) whereupon Grantor is divested of its title to such Oil and Gas Property, the Trustee and/or Beneficiary shall have the right to request that any operator of such Oil and Gas Property which is either Grantor or any Affiliate of Grantor resign as operator under the joint operating agreement applicable to such Oil and Gas Property, and no later than 60 days (or such earlier time as may be permitted by the applicable joint operating agreement) after receipt by Grantor of any such request, Grantor shall resign (or, to the extent it is able to do so, cause such other Person to resign) as operator of such Oil and Gas Property.

6.10 **Inapplicability of Certain Provisions.** Anything herein contained to the contrary notwithstanding, the provisions of this Deed of Trust relative to powers of sale, the rule against perpetuities and other provisions which pertain to rights or remedies not recognized under Mississippi law, shall have no effect.

## **ARTICLE VII** **Miscellaneous**

7.1 **Advances by Beneficiary.** Each and every covenant of Grantor herein contained shall be performed and kept by Grantor solely at Grantor's expense. If Grantor fails to perform or keep any of the covenants of whatsoever kind or nature contained in this Deed of Trust, Beneficiary (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Grantor's behalf, and Grantor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand plus interest thereon from the date of the advance until reimbursement of Beneficiary. In addition, Grantor hereby agrees to repay on demand any reasonable out-of-pocket costs, expenses and attorney's fees incurred by Beneficiary which are to be obligations of Grantor pursuant to, or allowed by, the terms of this Deed of Trust, including such reasonable out-of-pocket costs, expenses and attorney's fees incurred pursuant hereto, plus interest thereon from the date of the advance by Beneficiary until reimbursement of Beneficiary. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Grantor from any default hereunder.

7.2 **Defense of Claims.** Grantor shall promptly notify Beneficiary in writing of the commencement of any legal proceedings affecting Grantor's title to the Collateral or Beneficiary's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Beneficiary, as may be necessary to preserve Grantor's and Beneficiary's rights affected thereby. If Grantor fails or refuses to adequately or vigorously, in the sole judgment of Beneficiary, defend Grantor's or Beneficiary's rights to the Collateral, Beneficiary may take



such action on behalf of and in the name of Grantor and at Grantor's expense. Moreover, Beneficiary may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All reasonable out-of-pocket costs, expenses and attorneys' fees incurred by Beneficiary pursuant to this Section 7.2 or in connection with the defense by Beneficiary of any claims, demands or litigation relating to Grantor, the Collateral or the transactions contemplated in this Deed of Trust shall be paid by Grantor as provided in Section 7.1.

**7.3 Defense of Deed of Trust.** If the validity or priority of this Deed of Trust or of any rights, titles, liens, privileges or security interests created or evidenced hereby with respect to the Collateral or any part thereof or the title of Grantor to the Collateral shall be attacked directly or indirectly or if any legal proceedings are instituted against Grantor with respect thereto, Grantor will give prompt written notice thereof to Beneficiary and at Grantors' own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all commercially reasonable steps for the defense of such legal proceedings. Beneficiary (whether or not named as party to legal proceedings with respect thereto), is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Deed of Trust and the rights, titles, privileges, liens and security interests created or evidenced hereby, including but not limited to the employment of independent counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Collateral and the removal of prior liens or security interests (other than Permitted Liens), and all expenditures so made of every kind and character shall be an Obligation (which obligation Grantor hereby expressly promises to pay) owing by Grantor to Beneficiary.

**7.4 Termination.** If Security Termination has occurred, then all of the Collateral will revert to Grantor and the entire estate, right, title and interest of Beneficiary will thereupon cease; and Beneficiary in such case shall, upon the written request of Grantor and the payment by Grantor of all reasonable attorneys' fees and other expenses, deliver to Grantor proper instruments acknowledging satisfaction of this Deed of Trust.

**7.5 Renewals, Amendments and Other Security.** Without notice or consent of Grantor, renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to agreements relating to any part of such written instruments or the Collateral. Beneficiary may take or hold other security for the Obligations without notice to or consent of Grantor. The acceptance of this Deed of Trust by Beneficiary shall not waive or impair any other security Beneficiary may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. Beneficiary may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Deed of Trust. This Deed of Trust may not be amended, waived or modified except in a written instrument executed by both Grantor and Beneficiary.

7.6 **Security Agreement, Financing Statement and Fixture Filing.** This Deed of Trust shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. **AS A FINANCING STATEMENT AND AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL, AND SUBJECT TO SUBSECTION (4) OF SECTION 7-9A-301 OF THE MISSISSIPPI UNIFORM COMMERCIAL CODE (Miss. Code Ann. § 75-9-301(4)), AS AMENDED, MODIFIED OR SUCCEEDED, THIS DEED OF TRUST IS INTENDED TO COVER ALL PERSONALTY COLLATERAL INCLUDING GRANTOR'S INTEREST IN ALL HYDROCARBONS AS AND AFTER THEY ARE EXTRACTED AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF AT THE WELLHEAD. THIS DEED OF TRUST SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL INCLUDED WITHIN THE COLLATERAL. THIS DEED OF TRUST 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 MISSISSIPPI UNIFORM COMMERCIAL CODE.** This Deed of Trust shall be filed in the real estate/chancery court (mortgage and conveyance) records or other appropriate records of the county or counties in the state in which any part of the Realty Collateral and Fixture Collateral is located as well as the Uniform Commercial Code records or other appropriate office of the state in which any Collateral is located. Beneficiary hereby is authorized to file financing statements covering the Personalty Collateral, including all Hydrocarbons sold at the wellhead, and Fixture Collateral, which financing statements may be filed in the Uniform Commercial Code records or other appropriate office of the county or state in which any of the Collateral is located or is adjacent to such county or state or in any other location permitted or required to perfect Beneficiary's security interest under the Uniform Commercial Code. In addition, Grantor hereby irrevocably authorizes Beneficiary and any affiliate, employee or agent thereof, at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statement or document and amendments thereto, without the signature of Grantor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Deed of Trust. A photographic or other reproduction of this Deed of Trust shall be sufficient as a financing statement.

7.7 **Authentic Evidence.** Any and all declarations of facts made by authentic act before a notary public in the presence of two (2) witnesses by a Person declaring that such facts lie within his or its knowledge, shall constitute authentic evidence of such facts for the purpose of executory process. Grantor specifically agrees that such an affidavit by a representative of Beneficiary as to the existence, amount, terms and maturity of the Obligations and of a default thereunder shall constitute authentic evidence of such facts for the purpose of executory process.

7.8 **Unenforceable or Inapplicable Provisions.** If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will

remain in full force and effect and will be liberally construed in favor of Beneficiary in order to carry out the provisions hereof.

7.9 **Rights Cumulative.** Each and every right, power and remedy herein given to Beneficiary will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Beneficiary, and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by Beneficiary in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

7.10 **Discontinuance of Proceedings.** If Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under any Secured Transaction Document or available at law and shall thereafter elect to discontinue or abandon same for any reason, then it shall have the unqualified right so to do and, in such an event, the parties shall be restored to their former positions with respect to the Obligations, this Deed of Trust, the Credit Agreement, the Collateral and otherwise, and the rights, remedies, recourses and powers of Beneficiary shall continue as if same had never been invoked.

7.11 **Waiver by Beneficiary.** Any and all covenants in this Deed of Trust may from time to time by instrument in writing by Beneficiary (acting at the direction of the Required Lenders), be waived, but no such waiver will ever affect or impair Beneficiary's rights hereunder, except to the extent specifically stated in such written instrument.

7.12 **Terms.** The term "Grantor" as used in this Deed of Trust will be construed as singular or plural to correspond with the number of Persons executing this Deed of Trust as Grantor. If more than one Person executes this Deed of Trust as Grantor, his, her, its, or their duties and liabilities under this Deed of Trust will be joint and several. The terms "Beneficiary" and "Grantor" as used in this Deed of Trust include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Deed of Trust which are defined in the Uniform Commercial Code of Mississippi are used with the meanings therein defined.

7.13 **Counterparts.** This Deed of Trust may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular counties, counterpart portions of Exhibit A that describe Properties situated in counties other than the counties in which such counterpart is to be recorded may have been omitted.

7.14 **Governing Law.** This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Mississippi.

7.15 **Notice.** All notices required or permitted to be given by Grantor or Beneficiary shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:



Grantor: Kosmos Energy Gulf of Mexico Operations, LLC  
c/o Kosmos Energy Ltd.  
8176 Park Lane, Suite 500  
Dallas, Texas 75231  
Attention: General Counsel  
Telephone: (214) 445-9600  
Email address: kosmosgeneralcounsel@kosmosenergy.com

With a copy to: O'Melveny & Myers LLP  
2801 N. Harwood Street, Suite 1600  
Dallas, Texas 75201  
Attention: Jason A. Schumacher  
Telephone: (972) 360-1942  
Email address: jschumacher@omm.com

Beneficiary: Ankura Trust Company, LLC  
140 Sherman Street  
Fairfield, CT 06824  
Attn: Krista Gulalo  
Email: krista.gulalo@ankura.com

With a copy to: Cahill Gordon & Reindel LLP  
32 Old Slip  
New York, NY 10005  
Attention: Jordan Wishnew  
Telephone: (212) 701-3450  
Email address: JWishnew@cahill.com

7.16 **Condemnation.** All awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Beneficiary. Beneficiary hereby is authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Grantor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Beneficiary free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may at the option of Beneficiary (acting at the direction of the Required Lenders), be retained and applied by Beneficiary after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Grantor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

**7.17 Successors and Assigns.**

(a) This Deed of Trust is binding upon Grantor, Grantor's successors and assigns, and shall inure to the benefit of Beneficiary and its permitted successors and assigns, and the provisions hereof shall likewise be covenants conning with the land.

(b) To the extent permitted by the Credit Agreement, this Deed of Trust shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the legal transfer or assignment by Beneficiary of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to Beneficiary under this Deed of Trust. Grantor specifically agrees that, upon any transfer of all or any portion of the Obligations permitted by the Credit Agreement, this Deed of Trust shall secure with retroactive rank the existing Obligations of Grantor to the transferee and any and all Obligations to such transferee thereafter arising.

**7.18 Section Headings.** The article and section headings in this Deed of Trust are inserted for convenience of reference and shall not be considered a part of this Deed of Trust or used in its interpretation.

**7.19 Instrument Construed as Mortgage, etc.** This Deed of Trust may be construed as a mortgage of both real/immovable and personal/movable property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

**7.20 Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Deed of Trust so that the terms and provisions of this Deed of Trust do not conflict with the terms and provisions of the Credit Agreement and the Commercial Contracts; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Deed of Trust conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Deed of Trust of terms and provisions, supplemental rights or remedies in favor of Beneficiary not addressed in the Credit Agreement shall not be deemed to be a conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

**7.21 Due Authorization.** Grantor hereby represents, warrants and covenants to Beneficiary that the obligations of Grantor under this Deed of Trust are the valid, binding and legally enforceable obligations of Grantor, that the execution, sealing and delivery of this Deed of Trust by Grantor has been duly and validly authorized in all respects by Grantor, and that the persons who are executing and delivering this Deed of Trust on behalf of Grantor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Deed of Trust on Grantor's part to be observed or performed.



7.22 **No Offsets, Etc.** Grantor hereby represents, warrants and covenants to Beneficiary that there are no offsets, counterclaims or defenses at law or in equity against this Deed of Trust or the indebtedness secured thereby.

7.23 **Trustee.**

(a) **Duties, Rights, and Powers of Trustee.** The Trustee shall have no duty to see to any recording, filing or registration of this Deed of Trust or any other instrument in addition or supplemental thereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge that may be levied or assessed on the Property secured hereunder, or any part thereof, or against any Grantor, or to see to the performance or observance by the applicable Grantor of any of the covenants and agreements contained herein. The Trustee shall not be responsible for the execution, acknowledgment or validity of this Deed of Trust or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of Beneficiary. The Trustee shall have the right to consult with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. The Trustee shall not incur any personal liability hereunder except for the Trustee's own willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by the Trustee in good faith to be genuine.

(b) **Successor Trustee.** The Trustee may resign by written notice addressed to Beneficiary or be removed at any time with or without cause by an instrument in writing duly executed on behalf of Beneficiary. In case of the death, resignation or removal of the Trustee, a successor may be appointed by Beneficiary by instrument of substitution complying with any applicable governmental requirements, or, in the absence of any such requirement, without formality other than appointment and designation in writing. Written notice of such appointment and designation shall be given by Beneficiary to Grantor, but the validity of any such appointment shall not be impaired or affected by failure to give such notice or by any defect therein. Such appointment and designation shall be full evidence of the right and authority to make the same and of all the facts therein recited. Upon the making of any such appointment and designation, this Deed of Trust shall vest in the successor all the estate and title in and to all of the Property secured hereunder, and the successor shall thereupon succeed to all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee named herein, and one such appointment and designation shall not exhaust the right to appoint and designate an additional successor but such right may be exercised repeatedly until termination has occurred. To facilitate the administration of the duties hereunder, Beneficiary may appoint multiple trustees to serve in such capacity or in such jurisdictions as Beneficiary may designate.

(c) **Retention of Moneys.** All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent

required by law) and the Trustee shall be under no liability for interest on any moneys received by said Trustee.

7.24 **Exculpation Provisions.** Each of the parties hereto specifically agrees that it has a duty to read this Deed of Trust; and agrees that it is charged with notice and knowledge of the terms of this Deed of Trust; that it has in fact read this Deed of Trust and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Deed of Trust; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of this Deed of Trust; and has received the advice of its attorney in entering into this Deed of Trust; and that it recognizes that certain of the terms of this Deed of Trust result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Deed of Trust on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."

7.25 **Collateral Agent.** Ankura Trust Company, LLC has or will be appointed as Beneficiary and Collateral Agent for the Secured Parties hereunder. It is expressly understood and agreed by Grantor that any authority conferred upon Beneficiary and the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Collateral Agent pursuant to the Credit Agreement and the Hedge Intercreditor Agreement, and that Beneficiary and the Collateral Agent have agreed to act (and any successor Beneficiary and Collateral Agent shall act) as such hereunder only on the express conditions contained in the Credit Agreement and the Hedge Intercreditor Agreement. Any successor Collateral Agent appointed pursuant to the Credit Agreement or the Hedge Intercreditor Agreement shall be entitled to all the rights, interests and benefits of Beneficiary and the Collateral Agent hereunder. In the performance of any obligations set forth herein, Beneficiary shall be entitled to all of the rights, benefits, protections, indemnities and immunities afforded to it under the Secured Transaction Documents.

7.26 **Acceptance by Beneficiary.** To the extent permitted under Mississippi law, Beneficiary is presumed to have accepted the benefits of the Deed of Trust without the necessity of execution by Beneficiary.

7.27 **Indemnity.** Grantor will indemnify and hold harmless Beneficiary from and against all claims, demands, liabilities, losses, damages (excluding consequential damages), causes of action, judgments, penalties, costs and expenses (including without limitation reasonable attorneys' fees and expenses) which may be imposed upon, asserted against or incurred or paid by Beneficiary, on account of, in connection with, or arising out of any bodily injury or death or natural resource, human health or property damage occurring in, at, into, under or upon or in the vicinity of the Collateral through any cause whatsoever, the exercise of any rights and remedies hereunder, any transaction, act, omission, event or circumstance arising out of or in any way connected with the Collateral and any act, omission, event or circumstance existing or occurring (including without limitation the presence on or under the Collateral or release at, into, upon, under or from the Collateral of hazardous substances or solid wastes disposed of or otherwise released) resulting from or in connection with the ownership, construction, occupancy, operation, use and/or

maintenance of the Collateral, regardless of whether the act, omission, event or circumstance constituted a violation of any applicable Environmental Law at the time of its existence or occurrence.

7.28 **Beneficiary as Purchaser.** Beneficiary shall have the right to become the purchaser at any sale held in foreclosure of the liens and/or security interests evidenced hereby, and shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Obligations owing to such party.

7.29 **DEFICIENCY JUDGMENT.** BENEFICIARY HAS THE RIGHT TO PROCEED TO OBTAIN AND COLLECT DEFICIENCY JUDGMENT, TOGETHER WITH FORECLOSURE OF THE COLLATERAL UNDER APPLICABLE MISSISSIPPI LAW.

7.30 **WAIVER OF CONSEQUENTIAL DAMAGES.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS DEED OF TRUST TO THE CONTRARY, BENEFICIARY SHALL NOT BE ENTITLED TO CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS OF ANY KIND, IN CONNECTION WITH THIS DEED OF TRUST.

7.31 **Amendment and Restatement.** This Deed of Trust shall be deemed to amend and restate the Existing Deed of Trust in its entirety, and all of the terms and provisions hereof shall supersede the terms and conditions thereof. The parties hereto further agree that this Deed of Trust shall serve to extend, renew and continue, but not to extinguish or novate, the liens and security interests granted under the Existing Deed of Trust in its entirety and to amend, restate and supersede, but not to extinguish or cause to be novated the Obligations under the Credit Agreement.

7.32 **Hedge Intercreditor Agreement.** Notwithstanding anything herein to the contrary, this Deed of Trust and the exercise of any right or remedy hereunder are subject to the provisions of the Hedge Intercreditor Agreement (if applicable) and, further, to the extent any provision herein contained shall be inconsistent with any provision contained in the Hedge Intercreditor Agreement, the provisions of the Collateral Agency Agreement shall prevail.

**THIS WRITTEN AGREEMENT AND THE SECURED TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

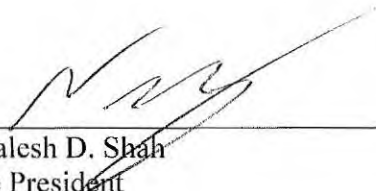
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EXECUTED effective as of the date first written above, though actually executed on the date set forth in the acknowledgment below.

**GRANTOR:**

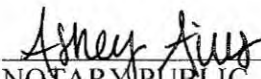
**KOSMOS ENERGY GULF OF MEXICO  
OPERATIONS, LLC**, a Delaware limited  
liability company

By:

  
Name: Nealesh D. Shah  
Title: Vice President

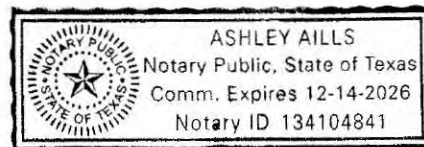
STATE OF Texas §  
COUNTY OF Dallas §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24 day of September, 2025, within my jurisdiction, the within named Nealesh D. Shah, who acknowledged to me that he/she is the Vice President of Kosmos Energy Gulf of Mexico Operations, LLC, a Delaware limited liability company, and that in said representative capacity he/she executed the above and foregoing instrument, after first having been duly authorized to do so.

  
NOTARY PUBLIC

My Commission Expires: 12-14-26

Seal:





**EXHIBIT A**  
**TO**  
**DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT,**  
**FIXTURE FILING AND FINANCING STATEMENT**

The designation "Working Interest" or "WI" when used in this Exhibit A, means an interest owned. Any reference in this Exhibit A to wells or units is for warranty of interest, administrative convenience and identification and shall not limit or restrict the right, title, interest or properties covered by this Deed of Trust. All right, title and interest of Grantor in the properties described herein are and shall be subject to this Deed of Trust, regardless of the presence of any units or wells not described herein.

Unless otherwise expressly provided, all recording references in this Exhibit A are references to the official public records of real property in the county or counties in which the Mortgaged Property is located and in which record documents relating to the Mortgaged Property are recorded, whether Conveyance Records, Deed Records, Mortgage Records, Deed of Trust Records, Oil and Gas Records ("OGR"), Oil and Gas Lease Records or other records. All references to "Volume" shall mean "Book" and all references herein to "Book" shall mean "Volume" for the purposes of identifying the proper place of recording in the office in which record documents are recorded. Any references to "Lease No." or to any particular "County" are merely for internal reference purposes and shall not limit the effectiveness of this Deed of Trust and this Exhibit A, whether for recording purposes or otherwise. The abbreviation "GW" denotes Grantor's working interest or operating interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation "RT (GW)" denotes Grantor's record title working interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation "OR (GW)" denotes Grantor's operating rights interest, which terms as used synonymously here, and which are intended to have the meaning commonly attributed to such terms in the oil and gas industry. The abbreviation "NRI" denotes Grantor's net revenue interest, which term is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation "APO" means "after payout," and is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation "BPO" means "before payout," and is intended to have the meaning commonly attributed to such term in the oil and gas industry. The abbreviation "ORRI" means "overriding royalty interest" and is intended to have the meaning commonly attributed to such term in the oil and gas industry.

THE BELOW DESCRIBED SCHEDULES ARE ATTACHED TO THIS EXHIBIT A AND  
ARE MADE A PART HEREOF:

Schedule I — Leasehold Interests  
Schedule II — Wells

Exhibit A



**Schedule I**

**LEASES**

**BARATARIA - MISSISSIPPI CANYON 521**

**RECORD TITLE INTEREST**

**Parish/County:**                      Plaquemines Parish, Louisiana  
   Mobile County, Alabama

OCS-G 34441 dated effective as of November 1, 2012, by and between the United States of America, as Lessor, and Red Willow Offshore, LLC and Houston Energy, L.P. as Lessees, covering all of Block 521, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.

Working and Net Revenue Interests
--------------------------------------

<u>WI</u>	<u>NRI</u>
<u>22.50000%</u>	<u>15.73875%</u>

Right-of-Way OCS-G 29341

Working Interest
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100.00000%

**Agreements and Instruments:**

1. Deepwater Operating Agreement dated effective January 1, 2015, between Deep Gulf Energy III, LLC, Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC and Ridgewood Barataria, LLC, as amended.

**Schedule I**

**LEASES**

**GLADDEN - MISSISSIPPI CANYON BLOCK 800**

**RECORD TITLE INTEREST**

**Parish/County:**                      Plaquemines Parish, Louisiana

OCS-G 18292, dated effective as of July 1, 1997, between the United States of America, as Lessor, and Union Pacific Resources Company, as Lessee, covering all of Block 800, Mississippi Canyon, OCS Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interests
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<u>WI</u>	<u>NRI with Royalty</u> <u>Relief</u>	<u>NRI - No Royalty</u> <u>Relief</u>
<u>20.00%</u>	<u>19.60%</u>	<u>17.10%</u>

**Agreements and Instruments:**

1. Offshore Operating Agreement effective January 23, 2007, between Newfield, Exploration Company as Operator and Deep Gulf Energy, LP and ATP Oil & Gas Corporation as Non-Operators, as amended.

**Schedule I**

**LEASES**

**KODIAK - MISSISSIPPI CANYON BLOCKS 727/771**

**OPERATING RIGHTS INTEREST**

**Parish/County:**      Plaquemines Parish, Louisiana  
                             Hancock County, Mississippi  
                             Harrison County, Mississippi  
                             Jackson County, Mississippi

Oil and Gas Lease bearing Serial No. OCS-G 24102, effective June 1, 2002, by and between the United States of America, as Lessor, and BP Exploration & Production Inc., as Lessee, covering all of Block 727, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 4,320 acres.

Oil and Gas Lease bearing Serial No. OCS-G 24107, effective June 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production Inc., as Lessee, covering all of Block 771, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INsofar AND ONLY INsofar as the Lease covers those depths lying between 17,500 feet down to the depth of 99,999 feet TVD.

MC 727 and MC 771 Operating Rights (from 17,500' TVDSS down to 99,999' TVDSS) Working and Net Revenue Interests
--

<u>WI</u>	<u>NRI</u>
<u>34.9624100%</u>	<u>27.6874790%</u>

Right-of-Way OCS-G 29236

Working Interest
<u>100.00000%</u>

**Agreements and Instruments:**

1. Operating Agreement dated effective September 1, 2007, between BP Exploration & Production Inc., Marubeni Oil & Gas (USA) Inc. and Dominion Exploration & Production Inc., as amended.
2. Unit Operating Agreement for MC 727 Unit dated effective February 1, 2013, between Deep Gulf Energy II, LLC, Eni Petroleum US LLC and Marubeni Oil & Gas (USA) Inc., as amended.

# **Schedule I**

## **LEASES**

### **MARMALARD - MISSISSIPPI CANYON BLOCK 255 / 300**

#### **RECORD TITLE INTEREST**

**Parish/County:**                      Plaquemines Parish, Louisiana  
   Mobile County, Alabama

OCS-G 24064, effective July 1, 2002, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 255, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

Working and Net Revenue Interests
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<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>8.8529420%</u>

After 20% IRR is Reached
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<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>8.5209610%</u>

OCS-G 22868, effective (not stated on lease treated as June 1, 2001), by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 300, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers those depths lying between the surface down to the depths of 22,000 feet TVD.

Working and Net Revenue Interests
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<u>WI</u>	<u>NRI</u>
<u>11.3985830%</u>	<u>9.4228710%</u>

After 20% IRR is Reached
--------------------------

<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>9.0696640%</u>

**Schedule I**

**LEASES**

**Agreements and Instruments:**

1. Operating Agreement effective June 18, 2008, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC and Deep Gulf Energy II, LLC.
2. Unit Operating Agreement dated February 1, 2012, between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore LLC, Stephens Production Company, LLC, Ridgewood Energy Corporations, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC, ILX Prospective Leases, LLC and Crux1, LLC, as amended.



**Schedule I**

**LEASES**

**NOONAN – DANNY I GARDEN BANKS BLOCK 506**

**RECORD TITLE INTEREST**

**Parish/County:** Cameron Parish, Louisiana  
Vermilion Parish, Louisiana

OCS-G 26664, dated effective as of December 1, 2004, between the United States of America, as Lessor, and Remington Oil and Gas, as Lessee, covering all of Block 506, Garden Banks, OCS Official Protraction Diagram, NG 15-02.

Danny I - Working and Net Revenue Interests
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<u>WI</u>	<u>NRI</u>
<u>30.0000000%</u>	<u>26.2500000%</u>

**Agreements and Instruments:**

1. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering GB 463, 506, 507 506.
2. Offshore Operating Agreement effective January 1, 2008, between Energy Resource Technology GOM, Inc. and Deep Gulf Energy II, LLC covering EC 371 (S/2) and EC 381.
3. Offshore Operating Agreement dated effective November 1, 2010, between Deep Gulf Energy, LP, Deep Gulf Energy II, LLC and Energy Resource Technology GOM, Inc.

# Schedule I

## LEASES

### ODD JOB - MISSISSIPPI CANYON BLOCKS 214 / 215

#### RECORD TITLE INTEREST

Parish/County:           Plaquemines Parish, Louisiana  
                                   Lafourche Parish, Louisiana  
                                   Baldwin County, Alabama  
                                   Mobile County, Alabama  
                                   Jackson County, Mississippi

OCS-G 24059, effective July 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production, Inc. and Spinnaker Exploration, L.L.C., as Lessees, covering all of Block 214, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interest
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<u>WI</u>	<u>NRI</u>
<u>61.057020%</u>	<u>47.013905%</u>

OCS-G 24060, effective June 1, 2002, by and between the United States of America, as Lessor, and Dominion Exploration & Production, Inc. and Spinnaker Exploration, L.L.C., as Lessees, covering all of Block 215, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interests
-----------------------------------

<u>WI</u>	<u>NRI</u>
<u>54.8750000%</u>	<u>42.2537500%</u>

Right-of-Way OCS-G 29336

Working Interest
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100.0000000%

## **Schedule I**

### **LEASES**

#### **Agreements and Instruments:**

1. Joint Operating Agreement Odd Job Prospect effective July 1, 2002, between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC covering MC 213, 214 & 215, as amended.
2. Odd Job Unit Operating Agreement effective March 1, 2013, between Eni US Operating Co. Inc., Eni Petroleum US LLC and Deep Gulf Energy II, LLC, as amended.
3. Odd Job Prospect Unit Operating Agreement effective March 2, 2013 between Eni Petroleum US LLC, Ecopetrol America Inc., Calypso Exploration, LLC and Deep Gulf Energy II, LLC, as amended

## Schedule I

### LEASES

#### SOUTH SANTA CRUZ - MISSISSIPPI CANYON BLOCK 563

#### RECORD TITLE INTEREST

Parish/County:      Plaquemines Parish, Louisiana  
                              Lafourche Parish, Louisiana  
                              Mobile County, Alabama

OCS-G 21176, dated effective as of July 1, 1999, between the United States of America, as Lessor, and Elf Exploration, Inc., as Lessee, covering all of Block 563, Mississippi Canyon, OCS Official Protraction Diagram, NG 16-10.

Working and Net Revenue Interests
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<u>WI</u>	<u>NRI</u> <u>w/Royalty</u> <u>Relief</u>	<u>NRI w/o</u> <u>Royalty</u> <u>Relief</u>
40.5000000%	33.2100000%	28.1475000%

#### Agreements and Instruments:

1. Unit Operating Agreement dated effective January 1, 2009, between Noble Energy, Inc., BP Exploration & Production Inc., Red Willow Offshore, LLC and HE&D Offshore, L.P., as amended.
2. Offshore Operating Agreement dated October 10, 2014, between Deep Gulf Energy III, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures I, LLC, Ridgewood South Santa Cruz, LLC and ILX Prospect South Santa Cruz, LLC, as amended

## Schedule I

### LEASES

#### **SOB II - MISSISSIPPI CANYON BLOCK 431**

#### **RECORD TITLE INTEREST**

**Parish/County:**      Plaquemines Parish, Louisiana  
                                 Mobile County, Alabama

OCS-G 22877, effective June 1, 2001, by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, covering all of Block 431, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Working and Net Revenue Interests	
Before 10% IRR is Reached	
<u>WI</u>	<u>NRI</u>
<u>11.8231100%</u>	<u>9.1849220%</u>
After 10% IRR is Reached	
<u>WI</u>	<u>NRI</u>
<u>11.3985825%</u>	<u>8.8529415%</u>
After 20% IRR is Reached	
<u>WI</u>	<u>NRI</u>
<u>10.9740550%</u>	<u>8.5209610%</u>

#### **Agreements and Instruments:**

1. Unit Operating Agreement effective April 1, 2011, between LLOG Exploration Offshore, L.L.C., HE&D Offshore, L.P., Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Driller, LLC and Deep Gulf Energy II, LLC, as amended.
2. Operating Agreement effective August 12, 2018, between LLOG Exploration Offshore, LLC, Calypso Exploration, LLC, Crux1, LLC, Kosmos Energy Gulf of Mexico Operations, LLC, Ridgewood Energy Corporation, ILX Prospect Driller, LLC and Houston Energy Deepwater Ventures II, LLC.



**Schedule I**

**LEASES**

**TORNADO - GREEN CANYON BLOCK 281**

**OPERATING RIGHTS INTEREST**

**Parish/County:** Terrebonne Parish, Louisiana

OCS-G 33242, dated effective as of June 1, 2009, between the United States of America, as Lessor, and Energy Resource Technology GOM, Inc., as Lessee, covering all of Block 281, Green Canyon, OCS Official Protraction Diagram, NG 15-03 INsofar AND ONLY INsofar as the lease covers NE/4 NW/4 NW/4; S/2 NW/4 NW/4; W/2 NE/4 NW/4; SW/4 NW/4; W/2 SE/4 NW/4; the N/2 NW/4 SW/4 and NW/4 NE/4 SW/4 as it covers the stratigraphic equivalent of the depths between 19,022' SSTVD (19,200' MD) and the deeper of 22,000' SSTVD (20,755'MD) or the top of the salt as recorded on the Baker Hughes Memory Log LWC GR/Resis/Dens Nev 5 in./ 100 ft. Measured Depth on the composite Log of the ERT OCS-G 33242 Well No. 1 ST 1 in Block 281, Green Canyon.

Working and Net Revenue Interests	
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<u>WI</u>	<u>NRI</u>
<u>35.00000%</u>	<u>24.93750%</u>

**Agreements and Instruments:**

1. Offshore Operating Agreement dated effective September 30, 2007, between Energy Resource Technology GOM, Inc., and Sojitz GOM Deepwater, Inc., as amended.

**Schedule I**

**LEASES**

**WINTERFELL – GREEN CANYON BLOCKS 943 / 944 / 987 / 988**

**RECORD TITLE INTEREST**

**Parish/County:** Terrebonne, Louisiana  
Lafourche Parish, Louisiana

OCS-G 36060, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

**Working and Net Revenue Interests**

<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36061, dated effective as of June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C. and CL&F Offshore LLC as Lessees, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

**Working and Net Revenue Interests**

<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.3234800%</u>

OCS-G 36309, dated effective as of June 1, 2018, by and between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC and LLOG Bluewater Holdings, L.L.C. Lessees, covering all of Block 987, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

**Working and Net Revenue Interests**

<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.242026%</u>

OCS-G 35417, dated effective as of June 1, 2014, by and between the United States of America, as Lessor, and Houston Energy, L.P. and Red Willow Offshore, LLC as Lessees, covering all of Block 988, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03.

**Working and Net Revenue Interests**

<u>WI</u>	<u>NRI</u>
<u>25.0437500%</u>	<u>19.502647%</u>

**Schedule I**

**LEASES**

**Agreements and Instruments:**

1. Operating Agreement effective November 1, 2019, between BOE Exploration & Production LLC, Beacon Offshore Energy Exploration LLC, Red Willow Offshore, LLC and Houston Energy, L.P., as amended.

**Schedule I**

**LEASES**

**GETTYSBURG – DE SOTO CANYON BLOCKS 398 / 399**

**RECORD TITLE INTEREST**

**Parish/County:**       Plaquemines Parish, Louisiana

OCS-G 36283 dated effective as of July 1, 2018, by and between the United States of America, as Lessor, and Deep Gulf Energy III, LLC as Lessee, covering all of Block 398, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

Working and Net Revenue Interests
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<u>WI</u>	<u>NRI</u>
<u>25.0000000%</u>	<u>19.3125000%</u>

OCS-G 37782 dated effective as of April 1, 2024, by and between the United States of America, as Lessor, and Shell Offshore Inc. as Lessee, covering all of Block 399, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH 16-11.

Working and Net Revenue Interests
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<u>WI</u>	<u>NRI</u>
<u>25.0000000%</u>	<u>20.1458300%</u>

**Agreements and Instruments:**

1. Operating Agreement effective January 28, 2025, between Shell Offshore Inc. and Kosmos Energy Gulf of Mexico Operations, LLC.

**Schedule I**

**LEASES**

**TIBERIUS – KEATHLEY CANYON 964**

**RECORD TITLE INTEREST**

**Parish/County:** St. Mary Parish, Louisiana  
Iberia Parish, Louisiana  
Vermilion Parish, Louisiana

OCS-G 36694, dated effective as of July 1, 2019, by and between the United States of America, as Lessor, and Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC as Lessees, covering all of Block 964, Keathley Canyon, as shown on OCS Official Protraction Diagram, NG 15-05.

Working and Net Revenue Interests
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<u>WI</u>	<u>NRI</u>
<u>50.0000000%</u>	<u>40.1251500%</u>

Proposed Right-of-Way OCS-G 29566

Working Interest
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\*100%

\* Kosmos Interest upon BOEM approval

Proposed Right-of-Way OCS-G 29763

Working Interest
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\*100%

\* Kosmos Interest upon BOEM approval

**Agreements and Instruments:**

1. Joint Operating Agreement effective August 1, 2022, between Kosmos Energy Gulf of Mexico Operations, LLC and Equinor Gulf of Mexico LLC, as amended.





Hancock County  
 I certify this instrument was filed on  
 10-02-2025 11:50:07 AM  
 and recorded in Deed of Trust Book  
 2025 at pages 25330 - 25376  
 Tiffany L Cowman

Schedule II

WELLS

*Hester M. Ford*

Prospect	Block	Lease Number	Well Name/Number	API #	Working Interest	Net Revenue Interest	Net Revenue Interest w/ Royalty Relief	Net Revenue Interest w/o Royalty Relief
Barataria	Mississippi Canyon 521	OCS-G 34441	SS001	608174131300	22.500000%	15.738750%	NA	NA
Gladden	Mississippi Canyon 800	OCS-G 18292	SS001; SS002	608174112701 608174140600	20.000000%	NA	19.600000%	17.100000%
Kodiak	Mississippi Canyon 771	OCS-G 24107	SS002; SS003	608174141900 608174129200	34.962410%	27.687479%	NA	NA
Marmalard	Mississippi Canyon 255	OCS-G 24064	SS001; SS002; SS003; SS003-ST	608174125800 608174130500 608174148900 608174148901	11.398583%	8.852942%	NA	NA
Marmalard	Mississippi Canyon 300	OCS-G 22868	SS001; SS002	608174120600 608174129500	11.398583%	9.422871%	NA	NA
Noonan - Danny I	Garden Banks 506	OCS-G 26664	002	608074028601	30.000000%	26.250000%	NA	NA
Odd Job	Mississippi Canyon 214	OCS-G 24059	002	608174138001	61.057020%	47.013905%	NA	NA
Odd Job	Mississippi Canyon 215	OCS-G 24060	SS001; SS002	608174129101 608174137600	54.875000%	42.253750%	NA	NA
SOB2	Mississippi Canyon 431	OCS-G 22877	SS002	608174120301	11.823110%	NA	10.277764%	9.184922%
South Santa Cruz	Mississippi Canyon 563	OCS-G 21176	SS001	608174130000	40.500000%	NA	33.210000%	28.147500%
Tiberius	Keathley Canyon 964	OCS-G 36694	004; ST00BP01	608084007400 608084007401	50.000000%	40.125150%	NA	NA
Tornado	Green Canyon 281	OCS-G 33242	SS001, SS002, SS003	608114065701 608114069101 60811407801	35.000000%	24.937500%	NA	NA
Winterfell	Green Canyon 943	OCS-G 36060	WA002	608114075301	25.04375%	19.323483%	NA	NA
Winterfell	Green Canyon 944	OCS-G 36061	WA001, WA003, WB001	608114074301 608114077701 608114079001	25.04375%	19.323483%	NA	NA

2025 25376  
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