

RECEIVED
ADJUDICATION SECTION
MAY 06 2026

SIMPSON THACHER & BARTLETT LLP
1000 MAIN STREET, SUITE 2900
HOUSTON, TX 77002

DIRECT DIAL NUMBER
(713) 821-5627

May 6, 2026

Re: BOEM Category 3, Non-Required Filing

Document: UCC-3 Financing Statement

Leases: OCS-G 35833

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

Attention: Adjudication

Dear Bureau:

Enclosed are duplicate copies of a UCC-3 Financing Statement Amendment with Red Willow Offshore, LLC, as Debtor and Capital One, National Association, as Secured Party, covering the referenced leases. Please have this document filed as a Category 3 UCC Filings non-required filing and return the duplicate copy to me with the stamped filing information.

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

Best Regards,

Cameron Bettis
Landman

ENCLOSURES

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

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

B. E-MAIL CONTACT AT SUBMITTER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attn: James Murphy, Senior UCC Paralegal

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2022-00001479 Book 3822 Page 324 04/20/2022

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party(y)(ies) authorizing this Termination Statement

3. ASSIGNMENT: Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9; check ASSIGN Collateral box in Item 8 and describe the affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes: Debtor or Secured Party of record

AND Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8. COLLATERAL CHANGE: Check only one box: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN* collateral

Indicate collateral: *Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8

All Collateral and other assets of the Debtor as set forth in the attached Fifth Amendment to Second Amended and Restated Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement. The real property is described on Exhibit A thereto.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Red Willow Offshore, LLC

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

10. OPTIONAL FILER REFERENCE DATA:
To be filed with Plaquemines Parish, Louisiana. 001839.0235

UCC FINANCING STATEMENT AMENDMENT ADDENDUM
 FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
2022-00001479 Book 3822 Page 324 04/20/2022

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME Red Willow Offshore, LLC	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME Red Willow Offshore, LLC			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR (CHECK ONE BOX): ITEM 8 (Collateral) OR OTHER INFORMATION (Please Describe)

This Amendment is also authorized by the Secured Party, Capital One, National Association, as Administrative Agent.

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):

17. Description of real estate:

See Exhibit A

18. MISCELLANEOUS:

WHEN RECORDED OR FILED,
PLEASE RETURN TO: _____

Simpson Thatcher & Bartlett, LLP
1000 Main Street, Suite 2900
Houston, Texas 77002
Attention: Cameron Bettis

Space above for County Recorder's Use

**FIFTH AMENDMENT TO
SECOND AMENDED AND RESTATED MORTGAGE, LINE OF CREDIT
MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED
COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING
AND FINANCING STATEMENT**

This FIFTH AMENDMENT TO SECOND AMENDED AND RESTATED MORTGAGE, LINE OF CREDIT MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT is entered into as of the 29th day of April, 2026 (the “Effective Date”) by the Southern Ute Indian Tribe, a federally recognized Indian tribe (the “Tribe”), acting through a division of the Tribe that does business as Red Willow Production Company (the “Borrower”), Red Willow Great Plains, LLC, a Colorado limited liability company, Red Willow Mid-Continent, LLC, a Colorado limited liability company, Red Willow Offshore, LLC, a Colorado limited liability company, and Red Willow Production, LLC, a Colorado limited liability company (collectively, “Other Mortgagors”, and together with the Borrower in both their individual and collective capacities, the “Mortgagors”) and Capital One, National Association, as Administrative Agent (in such capacity, together with its successors and assigns, the “Mortgagee”).

RECITALS

A. Mortgagors, the banks and financial institutions party thereto as lenders (the “Original Lenders”), and Compass Bank, as administrative agent for the Original Lenders, entered into that certain Credit Agreement dated as of March 11, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date of the Prior Credit Agreement, as defined below, the “Original Credit Agreement”) pursuant to which, upon the terms and conditions stated therein, the Original Lenders provided certain loans and extensions of credit to Borrower thereunder.

B. The Borrower, Red Mountain Energy, LLC, a Colorado limited liability company, the banks and financial institutions party thereto as lenders (the “Prior Lenders”), and PNC Bank, National Association (successor by merger to BBVA USA, formerly Compass Bank), as administrative agent (the “Prior Administrative Agent”) for the Prior Lenders, agreed to amend and restate the Original Credit Agreement and entered into that certain Amended and Restated Credit Agreement dated as of September 27, 2017 (as amended, restated, amended and restated,

supplemented or otherwise modified prior to the date hereof, the “Prior Credit Agreement”) pursuant to which, upon the terms and conditions stated therein, the Prior Lenders provided certain loans and extensions of credit to Borrower thereunder.

C. As a condition to entering into the Original Credit Agreement or the Prior Credit Agreement, as applicable, and from time to time thereafter, the administrative agent and the Original Lenders and Prior Lenders, as applicable, required that the Mortgagors enter into certain mortgages, lines of credit mortgages, deeds of trust, assignments of as-extracted collateral, security agreements, fixture filings and financing statements (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Prior Mortgages”) granting a lien in favor of or for the benefit of the Prior Administrative Agent, the Original Lenders and the Prior Lenders under the Original Credit Agreement and the Prior Credit Agreement on the “Mortgaged Property” described and defined in the Prior Mortgages as collateral for the payment and the performance of the “Secured Obligations” (as defined in the Prior Mortgages, the “Prior Indebtedness”).

D. Pursuant to that certain Master Assignment of Liens (the “Master Assignment”), dated as of April 13, 2022, by and among the Borrower, the Guarantors party thereto, the Prior Administrative Agent, Mortgagee and the other parties thereto, (i) the Prior Administrative Agent assigned to the Mortgagee, and the Mortgagee assumed, all of the liens, security interests, and other rights, titles and interests securing the Prior Indebtedness and all of the Prior Administrative Agent’s rights to hold, maintain and administer the Collateral and to enforce the Assigned Documents (as defined therein, including the Prior Mortgages), (ii) the Prior Administrative Agent assigned to the Mortgagee all powers of attorney, liens and security interests and all other rights and interests previously granted to the Prior Administrative Agent under the Prior Credit Agreement and the Assigned Documents, and (iii) the Mortgagee accepted the benefit of all such powers of attorney, liens and security interests and other rights and interests, for its benefit and for the ratable benefit of the Secured Parties.

E. On April 13, 2022, the Prior Credit Agreement was amended and restated in its entirety as a Second Amended and Restated Credit Agreement (as amended by that certain First Amendment to Second Amended and Restated Credit Agreement, dated as of March 7, 2025, and as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), among Borrower, the banks and financial institutions party thereto as lenders (the “Lenders”), Mortgagee, as administrative agent for the Lenders, and the parties thereto pursuant to which, among other things, upon the terms and conditions stated therein, the Lenders agreed to make loans and other extensions of credit to Borrower.

F. The Borrower, certain Subsidiaries of the Borrower, and certain Lenders or Affiliates of Lenders have entered into, or may enter into, certain ISDA Master Agreements, confirmations and other contractual arrangements, whether or not evidenced pursuant to standard ISDA documentation (any such agreements or instruments with Lenders or their Affiliates collectively, “Swap Documents”) to evidence one or more swap, forward, future, put, call or other exchange or derivative transactions or options or similar agreements, whether exchange traded, “over-the-counter” or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities (including electricity), equity or debt instruments or securities, or

economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, including Swap Agreements (as defined in the Credit Agreement) (collectively, “Swap Agreements”).

G. The Borrower, certain Subsidiaries of the Borrower and certain Lenders or Affiliates of Lenders have or may enter into certain agreements (including Treasury Management Agreements (as defined in the Credit Agreement)) regarding bank services provided to the Borrower and/or one or more of its Subsidiaries for commercial credit cards, stored value cards and treasury management services, including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services (collectively, the “Treasury Management Agreements”).

H. On April 13, 2022, the Mortgagee and each of the other signatories thereto executed a Second Amended and Restated Guaranty and Pledge and Security Agreement (such agreement, as may from time to time be amended, restated, supplemented, or otherwise modified, the “Guaranty”) pursuant to which, upon the terms and conditions stated therein, the Borrower, the Mortgagors and the other Guarantors (as defined herein) party thereto have agreed to grant a security interest to the Mortgagee in certain assets specified therein and the Guarantors have agreed to guarantee the obligations of the Borrower under the Credit Agreement, the Treasury Management Agreements, the Swap Agreements and the other Loan Documents on the terms set forth therein (the Credit Agreement, the Treasury Management Agreements, the Swap Agreements, the Loan Documents and the Guaranty collectively being the “Secured Transaction Documents”).

I. On April 13, 2022, the Mortgagors and Mortgagee entered into a Second Amended and Restated Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Mortgage”) to (i) amend, renew, extend and restate the Prior Mortgages in their entirety, (ii) amend, renew, extend and restate the liens and assignments created and granted by the Prior Mortgages, (iii) grant and assign the “Mortgaged Property” (as defined in the Prior Mortgages and as defined herein) by Mortgagors to the Mortgagee for the benefit of the Secured Parties on and subject to the terms and conditions hereof, and (iv) secure all obligations owing to the Mortgagee and the Secured Parties under the Secured Transaction Documents (including the Secured Obligations (as defined in the Mortgage)), which Mortgage is further described in Annex I, attached hereto and incorporated herein by this reference.

J. The Mortgagors desire to amend the Mortgage as more particularly described herein; and

NOW THEREFORE, in consideration of the foregoing, the benefits to be derived by the Mortgagors, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the Mortgagors, the Mortgagors and the Mortgagee hereby amend and ratify the Mortgage as set forth herein (this instrument referred to herein as this “Amendment”) for the purposes of reflecting the current agreements of the Mortgagors and the Mortgagee, as more particularly provided below:

Section 1.01 Amendment to Exhibit A. Exhibit A to the Mortgage is hereby amended to add the Oil and Gas Properties described on Exhibit A attached hereto.

Section 1.02 Representations and Warranties; Confirmations and Ratifications.

(a) Each Mortgagor hereby represents, warrants and confirms that, pursuant to the terms of the Mortgage:

(i) it previously granted, bargained, sold, assigned, mortgaged, transferred and conveyed (x) with respect to Mortgaged Properties located in the Deed of Trust States, to the Trustee for the benefit of the Mortgagee and the Other Secured Persons and (y) with respect to Mortgaged Properties located in the Mortgage States, to the Mortgagee for its benefit and the benefit of the Other Secured Persons (in each case, the “Applicable Receiver”), a security interest to the Applicable Receiver in the Mortgaged Properties to secure the payment and performance of the Secured Obligations;

(ii) it previously granted to the Applicable Receiver, absolutely and unconditionally, a security interest in and to all of such Mortgagor’s right, title and interest in and to the Collateral as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of the Secured Obligations; and

(iii) it previously assigned, transferred, set over and delivered to the Applicable Receiver, absolutely and unconditionally, all of its rights, titles, and interests in and to the Hydrocarbons and all proceeds derived therefrom.

(b) After giving effect to this Amendment, each Mortgagor hereby:

(i) ratifies and confirms all of its obligations, liabilities and duties under the Mortgage and each other Loan Document to which it is a party;

(ii) confirms that each of the Mortgage and the other Loan Documents to which it is a party remains in full force and effect and its obligations and covenants thereunder remain enforceable against the Mortgagors;

(iii) ratifies and confirms that pursuant to Section 2.03(e) of the Mortgage, any and all indebtedness, liabilities or obligations arising under or in connection with the Notes and the Credit Agreement continue to constitute Secured Obligations under, and be secured by, the Mortgage and each and every other Security Instrument to which it is a party;

(iv) ratifies and confirms the pledge, grant and assignment of a security interest in and lien on the Mortgaged Property upon the terms and conditions set forth in the Mortgage; and

(v) ratifies and confirms the liens and security interest previously granted for the benefit of the Mortgagee of the real and personal property constituting the Mortgaged Property.

Section 1.03 Miscellaneous. This Amendment shall be considered as an amendment and modification to, and ratification of, the Mortgage, and the Mortgage, as herein expressly amended and modified, is hereby ratified, approved and confirmed in every respect. This instrument shall not constitute or be deemed to be (a) a novation or discharge of the Mortgage or any indebtedness secured thereby or (b) a release or waiver of all or any portion of the grant or conveyance to the Mortgagee of the Mortgaged Property, except as specifically set forth below with regard to any Building (as defined below) or Manufactured (Mobile) Home (as defined below). All liens and security interests created, extended or renewed by the Mortgage are hereby confirmed, ratified, and extended by this instrument. All references to the Mortgage in any documents heretofore or hereafter executed shall be deemed to refer to the Mortgage as amended and modified hereby. This Amendment is a "Loan Document" as defined and described in the Credit Agreement. This Amendment may be executed in multiple counterpart originals, all of which such multiple counterpart originals together shall constitute one and the same document. All terms used but not defined herein have the meaning ascribed to such term in the Mortgage.

Section 1.04 Flood Regulations. Notwithstanding any provision in the Mortgage (as amended by this Amendment) to the contrary, in no event shall any of the Mortgaged Property which is encumbered hereby include any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation). To the extent the Mortgage may have ever covered or affected any such Buildings or Manufactured (Mobile) Homes, such property is hereby released and discharged from the lien of the Mortgage.

Section 1.05 Governing Law. IN SO FAR AS PERMITTED BY OTHERWISE APPLICABLE LAW, THIS AMENDMENT SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF COLORADO; PROVIDED, HOWEVER, THAT, WITH RESPECT TO ANY PORTION OF THE MORTGAGED PROPERTY LOCATED OUTSIDE OF THE STATE OF COLORADO, OR ANY PORTION OF THE COLLATERAL MANDATORILY SUBJECT TO THE LAWS OF ANOTHER JURISDICTION, THE LAWS OF THE PLACE IN WHICH SUCH PROPERTY IS LOCATED, OR OFFSHORE AREA ADJACENT TO (AND STATE LAW MADE APPLICABLE AS A MATTER OF FEDERAL LAW), OR THE LAW OTHERWISE MANDATORILY APPLICABLE TO THE COLLATERAL, SHALL APPLY TO THE EXTENT OF PROCEDURAL AND SUBSTANTIVE MATTERS RELATING ONLY TO THE CREATION, PERFECTION, FORECLOSURE OF LIENS AND ENFORCEMENT OF RIGHTS AND REMEDIES AGAINST THE MORTGAGED PROPERTY.

[SIGNATURE BEGIN NEXT PAGE]

THUS DONE AND PASSED on this 5th day of May, 2026, to be effective as of the Effective Date, before the undersigned Notary Public and competent witnesses.

BORROWER:

SOUTHERN UTE INDIAN TRIBE acting through a division of the Tribe that does business as **RED WILLOW PRODUCTION COMPANY**

By: [Signature]
Name: Jason Hooten
Title: President and COO

WITNESSES:

[Signature]
Name: Linda A. Winters

[Signature]
Name: Latij Gamble

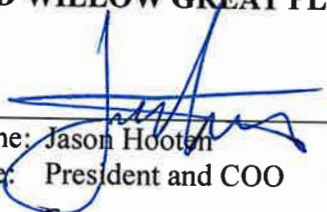
[Signature]
Notary Public
La Plata County, State of Colorado
Notary #: 20184034544

[SEAL:]

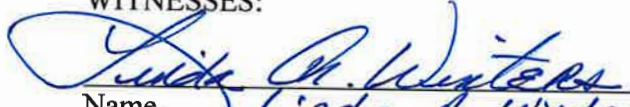
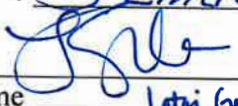
KATE POTEMKIN
NOTARY PUBLIC - STATE OF COLORADO
Notary ID 20184034544
My Commission Expires 8/29/2026

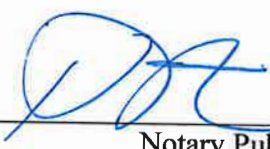
THUS DONE AND PASSED on this 5th day of May, 2026, to be effective as of the Effective Date, before the undersigned Notary Public and competent witnesses.

RED WILLOW GREAT PLAINS, LLC

By: 
Name: Jason Hooten
Title: President and COO

WITNESSES:


Name Linda A. Winters

Name Letij Gamble


Notary Public
La Plata County, State of Colorado
Notary #: 20184034544

[SEAL:]

KATE POTEMKIN
NOTARY PUBLIC - STATE OF COLORADO
Notary ID 20184034544
My Commission Expires 8/29/2026

THUS DONE AND PASSED on this 5th day of May, 2026, to be effective as of the Effective Date, before the undersigned Notary Public and competent witnesses.

RED WILLOW MID-CONTINENT, LLC

By: [Signature]
Name: Jason Hooten
Title: President and COO

WITNESSES:

[Signature]
Name: Linda A. Winters
[Signature]
Name: Latij Gamble

[Signature]
Notary Public
La Plata County, State of Colorado
Notary #: 20184034544

[SEAL:]

KATE POTEMKIN
NOTARY PUBLIC - STATE OF COLORADO
Notary ID 20184034544
My Commission Expires 8/29/2026

THUS DONE AND PASSED on this 5th day of May, 2026, to be effective as of the Effective Date, before the undersigned Notary Public and competent witnesses.

RED WILLOW OFFSHORE, LLC

By: [Signature]
Name: Jason Hooten
Title: President and COO

WITNESSES:

[Signature]
Name Linda A. Winters
[Signature]
Name Lataj Gamble

[Signature]
Notary Public
La Plata County, State of Colorado
Notary #: 20184034544

[SEAL:]

KATE POTEMKIN
NOTARY PUBLIC - STATE OF COLORADO
Notary ID 20184034544
My Commission Expires 8/29/2026

THUS DONE AND PASSED on this 5th day of May, 2026, to be effective as of the Effective Date, before the undersigned Notary Public and competent witnesses.

RED WILLOW PRODUCTION, LLC

By: [Signature]
Name: Jason Hooter
Title: President and COO

WITNESSES:

[Signature]
Name Linda A. Winters
[Signature]
Name Lataj Gumble

[Signature]
Notary Public
La Plata County, State of Colorado
Notary #: 20184034544

[SEAL:]

KATE POTEMKIN
NOTARY PUBLIC - STATE OF COLORADO
Notary ID 20184034544
My Commission Expires 8/29/2026

THUS DONE AND PASSED on this 30th day of April, 2026, to be effective as of the Effective Date, before the undersigned Notary Public and competent witnesses.

MORTGAGEE:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: David Lee Garza
Name: David Garza
Title: Director

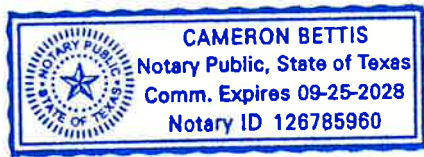
WITNESSES:

Marina Puerto
Name: Marina Puerto

K. Vacek
Name: Kristen Vacek

Cameron Bettis
Notary Public
Harris County, State of Texas

[SEAL:]



ANNEX I

1. Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of **March 11, 2010** from the Southern Ute Indian Tribe acting through a division of the tribe that does business as Red Willow Production Company, Animas Energy, LLC, Red Mountain Energy, LLC, Red Willow Mid-Continent, LLC, Red Willow Offshore, LLC and Red Willow Production, LLC for the benefit of Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Archuleta County, Colorado	#21002014	3/23/2010
La Plata County, Colorado	#1011899	3/25/2010
Jefferson Parish, Louisiana	MOB 4441, Page 713, #11012624 Notice of Reinscription 11851420 MB Book 4799, Page 827	4/5/2010 10/08/2018
Lafourche Parish, Louisiana	MOB 1427, Page 665, #1088807 Notice of Reinscription 1266423 Book 1927, Page 596	3/25/2010 10/03/2018
Plaquemines Parish, Louisiana	MOB 539, Page 655, #2010- 00001038 Notice of Reinscription File #2018-00003608 Book 737, Page 667	3/22/2010 10/03/2018
Loving County, Texas	Volume 91, Page 444	3/25/2010
Reeves County, Texas	Volume 839, Page 775	3/30/2010
Bureau of Ocean Energy Management, Regulation and Enforcement	OCS-G 01848, 02099, 03414, 05502, 18376, 19784, 22633, 23883, 23197, 24404, 24881, 24889, 24980, 25142, 25533, 25579, 25928, 26017, 27100	3/30/2010

JURISDICTION	FILING INFORMATION	FILE DATE
	Notice of Reinscription for the above-referenced leases	10/04/2018

2. First Amendment to **March 11, 2010** Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of August 3, 2011 from the Southern Ute Indian Tribe acting through a division of the tribe that does business as Red Willow Production Company, Animas Energy, LLC, Red Mountain Energy, LLC, Red Willow Mid-Continent, LLC, Red Willow Offshore, LLC and Red Willow Production, LLC for the benefit of Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Archuleta County, Colorado	#21106254	9/20/11
La Plata County, Colorado	#1036097	9/22/11
Jefferson Parish, Louisiana	Book 4501, Page 520 Notice of Reinscription 11851420 MB Book 4799, Page 827	10/3/11 10/08/2018
Lafourche Parish, Louisiana	Book 1512, Page 548 Notice of Reinscription Instrument #1266423 Book 1927, Page 596	9/26/11 10/03/2018
Plaquemines Parish, Louisiana	Book 574, Page 518 Notice of Reinscription File #2018-00003608 Book 737, Page 667	9/21/11 10/03/2018
Loving County, Texas	#2011-1499	9/20/11
Reeves County, Texas	Vol. 901, Page 712	10/13/11
Bureau of Ocean Energy Management, Regulation and Enforcement	OCS-G 01848, 02099, 03414, 05502, 18376, 19784, 22633, 23883, 23197, 24404, 24881, 24889, 24980, 25142, 25533, 25579, 25928, 26017, 27100 Notice of Reinscription for	9/21/11

JURISDICTION	FILING INFORMATION	FILE DATE
	the above-referenced leases	10/04/2018

3. Second Amendment to **March 11, 2010** Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of January 31, 2014 from the Southern Ute Indian Tribe acting through a division of the tribe that does business as Red Willow Production Company, Animas Energy, LLC, Red Mountain Energy, LLC, Red Willow Mid-Continent, LLC, Red Willow Offshore, LLC and Red Willow Production, LLC for the benefit of Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Archuleta County, Colorado	21400970	2/27/14
La Plata County, Colorado	#1078248	3/3/14
Jefferson Parish, Louisiana	Book 4607, Page 603 Notice of Reinscription 11851420 MB Book 4799, Page 827	2/27/14 10/08/2018
Lafourche Parish, Louisiana	Book 1656, Page 525 #1173266 Notice of Reinscription 1266423 Book 1927, Page 596	2/27/14 10/03/2018
Plaquemines Parish, Louisiana	Book 638, Page 42 #1014-00000744 Notice of Reinscription File #2018-00003608 Book 737, Page 667	2/27/14 10/03/2018
Loving County, Texas	#2014-0341	2/28/14
Reeves County, Texas	Vol. 1058, Page 0377	2/27/14
Bureau of Ocean Energy Management, Regulation and	OCS-G 01848, 02099, 03414, 05502, 18376, 19784, 22633,	10/30/2014

JURISDICTION	FILING INFORMATION	FILE DATE
Enforcement	23883, 23197, 24404, 24881, 24889, 24980, 25142, 25533, 25579, 25928, 26017, 27100 Notice of Reinscription for the above-referenced leases	10/04/2018

4. Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of **November 29, 2010** from the Southern Ute Indian Tribe acting through a division of the tribe that does business as Red Willow Production Company, Red Willow Mid-Continent, LLC, Red Willow Offshore, LLC and Red Willow Production, LLC for the benefit of Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, Louisiana	Book 554, Page 588; #2010-00005050 Notice of Reinscription File #2018-00003609 Book 737, Page 673	12/8/10 10/03/2018
Reeves County, Texas	Volume 860, Page 281	12/16/10
Sublette County, WY	Book 144, Page 144; #352354	12/10/10
Bureau of Ocean Energy Management, Regulation and Enforcement	OCS-G 27278 Notice of Reinscription for the above-referenced lease	12/9/10 10/04/2018

5. First Amendment to **November 29, 2010** Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of August 3, 2011 from the Southern Ute Indian Tribe acting through a division of the tribe that does business as Red Willow Production Company, Red Willow Mid-Continent, LLC, Red Willow Offshore, LLC and Red Willow Production, LLC for the benefit of Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
--------------	--------------------	-----------

JURISDICTION		FILING INFORMATION	FILE DATE
Plaquemines Parish, Louisiana		Book 573, Page 870; #2011-00003911	9/9/11
		Notice of Reinscription File #2018-00003609 Book 737, Page 673	10/03/2018
Reeves County, Texas		Vol. 899, Page 633	9/22/11
Sublette County, WY		Book 187 Mtg, Page 103; #356727	9/12/11
Bureau of Ocean Energy Management, Regulation and Enforcement		OCS-G 27278	9/21/11
		Notice of Reinscription for the above referenced lease	10/04/2018

6. Second Amendment to **November 29, 2010** Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of January 31, 2014 from the Southern Ute Indian Tribe acting through a division of the tribe that does business as Red Willow Production Company, Red Willow Mid-Continent, LLC, Red Willow Offshore, LLC and Red Willow Production, LLC for the benefit of Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION		FILING INFORMATION	FILE DATE
Plaquemines Parish, Louisiana		Book 637, Page 895; #2014-00000739	2/27/14
		Notice of Reinscription File #2018-00003609 Book 737, Page 673	10/03/2018
Reeves County, Texas		Volume 1058, Page 0354	2/27/14
Sublette County, WY		Book 152 O & G, Page 789	3/17/14
Bureau of Ocean Energy Management, Regulation and Enforcement		OCS-G 27278	10/30/14
		Notice of Reinscription for the above-reference lease	10/04/2018

JURISDICTION	FILING INFORMATION	FILE DATE

7. Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated **May 27, 2011** from the Southern Ute Indian Tribe acting through a division of the tribe that does business as Red Willow Production Company, and Red Willow Production, LLC for the benefit of Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Reeves County, Texas	Volume 885, Page 113	6/16/11

8. First Amendment to **May 27, 2011** Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated August 3, 2011 from the Southern Ute Indian Tribe acting through a division of the tribe that does business as Red Willow Production Company, and Red Willow Production, LLC for the benefit of Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Reeves County, Texas	Vol. 899, Page 623	9/22/11

9. Second Amendment to **May 27, 2011** Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of November 21, 2011 from the Southern Ute Indian Tribe acting through a division of the tribe that does business as Red Willow Production Company for the benefit of Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Reeves County, TX	Volume 0915, Page 0730; #11-09135	12/22/11

10. Third Amendment to **May 27, 2011** Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of January 31, 2014 from the Southern Ute Indian Tribe acting through a division of the tribe that does business as Red Willow Production Company for the benefit of Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Reeves County, TX	Volume 1058, Page 0365; #14-01734	2/27/14

11. Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated **July 21, 2011** from the Southern Ute Indian Tribe acting through a division of the tribe that does business as Red Willow Production Company for the benefit of Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
La Plata County, Colorado	#1034033	8/04/11

12. First Amendment to **July 21, 2011** Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated August 3, 2011 from the Southern Ute Indian Tribe acting through a division of the tribe that does business as Red Willow Production Company for the benefit of Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
La Plata County, Colorado	#135679	9/12/11

13. Second Amendment to **July 21, 2011** Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated January 31, 2014 from the Southern Ute Indian Tribe acting through a division of the tribe that does business as Red Willow Production Company for the benefit of Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
La Plata County, Colorado	#1078247	3/3/14

14. Third Amendment to **July 21, 2011** Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated December 8, 2016 from the Southern Ute Indian Tribe acting through a division

of the tribe that does business as Red Willow Production Company for the benefit of Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
La Plata County, Colorado	#1122207	12/16/2016

15. Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of **June 19, 2012**, by and between the Southern Ute Indian Tribe acting through a division of the Tribe that does business as Red Willow Production Company, Red Willow Offshore, LLC and Red Willow Production, LLC and Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, LA	#2012-00003186 Bk:591/Pg:333	7/16/12
	Notice of Reinscription File #2018-00003610 Book 737, Page 676	10/03/2018
Sublette County, WY	#361629 Bk:147/Pg:783	7/16/12
Bureau of Ocean Energy Management	OCS-G 22877	6/22/18
	Notice of Reinscription filed for the above-referenced lease	10/04/2018

16. First Amendment to **June 19, 2012** Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of January 31, 2014, by and between the Southern Ute Indian Tribe acting through a division of the Tribe that does business as Red Willow Production Company, Red Willow Offshore, LLC and Red Willow Production, LLC and Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, LA	Book 638, Page 1; #2014-00000740	2/27/14

JURISDICTION	FILING INFORMATION	FILE DATE
	Notice of Reinscription File #2018-00003610 Book 737, Page 676	10/03/2018
Sublette County, WY	Book 152 O & G, Page 779	3/17/14

17. Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement Mortgagor's Interests – **Indian Trust Lands** dated as of **June 19, 2012**, by and between Red Willow Production Company and Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Archuleta County, CO	#21204789	7/31/12

18. First Amendment to **June 19, 2012** Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of January 31, 2014, by and between Red Willow Offshore, LLC and Compass Bank, as Administrative Agent, filed as follows (**Indian Trust Lands**):

JURISDICTION	FILING INFORMATION	FILE DATE
Archuleta County, CO	#21401908	4/16/2014

19. Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of **November 21, 2012**, by and between Red Willow Offshore, LLC and Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, Louisiana	Book 1282, Page 540; #2012-00005383 (additional recording in MTG Book 608, page 69)	11/27/2012
	Notice of Reinscription File #2018-00003611 Book 1403, Page 312	10/03/2018

JURISDICTION	FILING INFORMATION	FILE DATE
Bureau of Ocean Energy Management	OCS-G 22865, 22868, 22873, 24062, 24064, 24069, 24074, 32303, 34435, 34438 Notice of Reinscription filed for the above-referenced leases	6/22/18 10/04/2018

20. First Amendment to **November 21, 2012** Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of January 31, 2014, by and between Red Willow Offshore, LLC and Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, Louisiana	Book 1311, Page 795; #2014-00000741 Notice of Reinscription File #2018-00003611 Book 1403, Page 312	2/27/14 10/03/2018
Bureau of Ocean Energy Management	OCS-G 22865, 22868, 22873, 24062, 24064, 24069, 24074, 32303, 34435, 34438 Notice of Reinscription filed for the above-referenced leases	6/22/18 10/04/2018

21. Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of **December 4, 2012** by and between Red Willow Offshore, LLC and Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Reeves County, TX	#13-07463 Bk: 1029/Pg: 0400	10/11/13

22. Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of **December 4, 2012** by and between Red Willow Offshore, LLC and Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, LA	#2012-00005588 Book 1283, Page 807	12/5/12
	Notice of Reinscription File #2018-00003612 Book 1403, Page 315	10/03/2018
Bureau of Ocean Energy Management	OCS-G 24074, 27272, 33735	6/22/18
	Notice of Reinscription filed for the above-referenced leases	10/04/2018

23. First Amendment to **December 4, 2012** Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of January 31, 2014 by and between Red Willow Offshore, LLC and Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, LA	2014-00000742 Book 1311, Page 805	2/27/14
	Notice of Reinscription File #2018-00003612 Book 1403, Page 315	10/03/2018
Bureau of Ocean Energy Management	OCS-G 24074, 27272, 33735	6/22/18

24. Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of **November 15, 2013** by and between Red Willow Offshore, LLC and Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, LA	Book 633, Page 777; #2013-00005248	11/21/13
	Notice of Reinscription #2018-00003613 Book 737, Page 685	10/03/2018
Bureau of Ocean Energy Management	OCS-G 24064	6/22/18
	Notice of Reinscription filed for the above-referenced lease	10/04/2018

25. First Amendment to **November 15, 2013** Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of January 31, 2014 by and between Red Willow Offshore, LLC and Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, LA	Book 638, Page 32; #2014-00000743	2/27/14
	Notice of Reinscription #2018-00003613 Book 737, Page 685	10/03/2018
Bureau of Ocean Energy Management	OCS-G 24064	6/22/18

26. Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of **June 1, 2014** by and between Red Willow Offshore, LLC and Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, LA	#2014-00002841 Bk:646/Pg:1	7/11/2014
	Notice of Reinscription #2018-00003614	10/03/2018

JURISDICTION	FILING INFORMATION	FILE DATE
	Book 737, Page 688	
Bureau of Ocean Energy Management	OCS-G 24055, 28022	6/22/18
	Notice of Reinscription filed for the above-referenced leases	10/04/2018

27. Amended and Restated Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated **September 27, 2017** from The Southern Ute Indian Tribe acting through a division of the Tribe that does business as Red Willow Production Company, Animas Energy, LLC, Red Mountain Energy, LLC, Red Willow Mid-Continent, LLC, Red Willow Offshore, LLC and Red Willow Production, LLC for the benefit of Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Archuleta County, CO	#21706118	10/4/2017
La Plata County, CO	#1134359	10/4/2017
Sublette County, WY	Book 225 Mtg, Page 336 #389984	10/9/2017
Plaquemines Parish, LA	#2017-00003737 Book 716, Page 213	10/2/2017
Reeves County, TX	Vol. 1484, Page 0108 #17-16788	10/11/2017
Bureau of Ocean Energy Management	OCS-G 35325	6/27/18

28. First Amendment dated July 17, 2018, to the **September 27, 2017** Amended and Restated Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, LA	2018-00002182	6/22/18
Bureau of Ocean Energy Management	OCS-G 35325	6/27/18

29. Second Amendment dated October 26, 2020 to **September 27, 2017** Amended and Restated Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, LA	2020-00004606	11/4/2020
Bureau of Ocean Energy Management*	OCS-G 12209; 21176; 33701 and 34909	11/5/2020

30. Fourth Amendment, originally undated, to **September 27, 2017** Amended and Restated Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, LA	2021-00002213	5/28/21
Bureau of Ocean Energy Management		

31. Amendment to undated Fourth Amendment to **September 27, 2017** Amended and Restated Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, LA	2021-00004698	11/30/21
Bureau of Ocean Energy Management		

32. Fifth Amendment dated November 10, 2021 to **September 27, 2017** Amended and Restated Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Plaquemines Parish, LA	2021-00004699	5/28/21
Bureau of Ocean Energy Management		

33. Amended and Restated Mortgage, Line of Credit Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement – Indian Trust Lands dated September 27, 2017 from The Southern Ute Indian Tribe acting through a division of the Tribe that does business as Red Willow Production Company for the benefit of Compass Bank, as Administrative Agent, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Archuleta County, CO	#22201343	3/4/22
La Plata County, CO	Reception No. 1207055	3/4/22

34. Second Amended and Restated Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of April 13, 2022 by Southern Ute Indian Tribe, acting through a division of the Tribe that does business as Red Willow Production Company, Red Willow Great Plains, LLC, Red Willow Mid-Continent, LLC Red Willow Offshore, LLC, Red Willow Production, LLC in favor of (i) Robert James, as Trustee for the benefit of Capital One, National Association, as Administrative Agent, as secured party, filed as follows:

JURISDICTION/DEBTOR	FILING INFORMATION	FILE DATE
Archuleta County, Colorado	#22202567	4/29/2022
La Plata County Colorado	#1209623	5/2/2022
Jackson County, Mississippi	#202209825; Book 30, Page 469	5/6/2022
San Juan, New Mexico	#202205034; Book 1686, Page 374	5/2/2022
Loving County, Texas	#2022-0920	5/2/2022
Pecos County, Texas	#2022-178840	4/29/2022
Reeves County, Texas	#2022002890	4/29/2022
Lafourche Parish, Louisiana	#1337014; Book 2225, Page 164	5/4/2022
Plaquemines Parish, Louisiana	#2022-00001692; Book 814, Page 940	5/4/2022
Jefferson Parish, Louisiana	#12223612; Book 4984, Page 970	5/4/2022
Sublette County, Wyoming	#0422320: Book 329, Page 646	5/9/2022
Converse County, Wyoming	#1113621; Book 1764, Page	5/5/2022

	847	
BOEM	OCS-G 34441, 28021, 28022, 32343, 31498, 34452, 34447, 34909, 27278, 35862, 35864, 35865, 35868, 35662, 24064, 22868, 24069, 32303, 24055, 35491, 12209, 34421, 34886, 35325, 22877, 21176, 35295, 36704, 33701	Received 9/13/2022

35. Master of Assignment of Liens, dated as of April 13, 2022, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Archuleta County, Colorado	#22202684	5/5/2022
La Plata County Colorado	#1209855	5/5/2022
Jefferson Parish, Louisiana	#12223824; Book 4985, Page 128	5/5/2022
Lafourche Parish, Louisiana	#1337248, Book 2226, Page 135	5/9/2022
Plaquemines Parish, Louisiana	#2022-00001702; Book 814, Page 1044	5/5/2022
Loving County, Texas	#2022-0959	5/5/2022
Reeves County, Texas	#2022002975	5/5/2022
Sublette County, Wyoming	#0422319; Book 329, Page 593	5/9/2022
BOEM	OCS-G 22865, 22868, 24069, 32303, 28022, 35325, 34886, 34452, 34447, 35295, 36704, 35862, 35864, 35865, 35868, 35662	Received 12/13/2022

36. Master Assignment of Existing Indian Trust Lands Mortgages dated as of April 13, 2022 by the Southern Ute Indian Tribe, a federally recognized Indian tribe, acting through a division of the Tribe that does business as Red Willow Production Company, PNC Bank, National Association, as administrative agent for the Lenders under the Credit Agreement prior to the Seventh Amendment Effective Date, and Capital One, National Association, in its capacity as administrative agent under the Credit Agreement from and after the Seventh Amendment Effective Date, filed as follows:

JURISDICTION	FILING INFORMATION	FILING DATE
Archuleta County, Colorado	#22202956	5/16/2022
La Plata County, Colorado	#1210262	5/13/2022

37. First Amendment to Second Amended and Restated Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement effective as of July 18, 2023 by Southern Ute Indian Tribe, acting through a division of the Tribe that does business as Red Willow Production Company, Red Willow Great Plains, LLC, Red Willow Mid-Continent, LLC Red Willow Offshore, LLC, Red Willow Production, LLC and Capital One, National Association, as Administrative Agent, as secured party, filed as follows:

JURISDICTION/DEBTOR	FILING INFORMATION	FILE DATE
Loving County, Texas	#2023-1597	7/31/2023
Reeves County, Texas	#2023005452	7/27/2023

38. Second Amendment to Second Amended and Restated Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement effective as of May 21, 2024 by Southern Ute Indian Tribe, acting through a division of the Tribe that does business as Red Willow Production Company, Red Willow Great Plains, LLC, Red Willow Mid-Continent, LLC Red Willow Offshore, LLC, Red Willow Production, LLC and Capital One, National Association, as Administrative Agent, as secured party, filed as follows:

JURISDICTION/DEBTOR	FILING INFORMATION	FILE DATE
Loving County, Texas	#2024-1203	6/4/2024

39. Third Amendment to Second Amended and Restated Mortgage, Line of Credit Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement effective as of March 7, 2025 from Southern Ute Indian Tribe, acting through a division of the Tribe that does business as Red Willow Production Company, Red Willow Great Plains, LLC, Red Willow Mid-Continent, LLC Red Willow Offshore, LLC, Red Willow Production, LLC to Compass Bank, as Administrative Agent, as secured party, filed as follows:

JURISDICTION/DEBTOR	FILING INFORMATION	FILE DATE
Archuleta County, Colorado	#22500882	3/10/2025

La Plata County Colorado	#1240809	3/10/2025
Jackson County, Mississippi	#202503986; Book 34, Page 512-540	3/10/2025
San Juan, New Mexico	#202502204; Book 1719, Page 338	3/10/2025
Loving County, Texas	#2025-0569	3/10/2025
Pecos County, Texas	#2025-188971	3/13/2025
Reeves County, Texas	#2025001349	3/10/2025
Lafourche Parish, Louisiana	#1384641	3/10/2025 BOEM Confirmation Received 3/12/25
Plaquemines Parish, Louisiana	#2025-00000625; MOB 864, Page 27	3/10/2025 BOEM Confirmation Received 3/12/25
Jefferson Parish, Louisiana	#12508845; MOB 5103, Page 391	3/10/2025 BOEM Confirmation Received 3/12/25
Sublette County, Wyoming	#450704; Book 372, Page 213	3/10/2025
Converse County, Wyoming	#1136926; Book 1822, Page 617	3/10/2025

40. Fourth Amendment to Second Amended and Restated Mortgage, Line of Credit Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement effective as of June 4, 2025 from Southern Ute Indian Tribe, acting through a division of the Tribe that does business as Red Willow Production Company, Red Willow Great Plains, LLC, Red Willow Mid-Continent, LLC Red Willow Offshore, LLC, Red Willow Production, LLC to Compass Bank, as Administrative Agent, as secured party, filed as follows:

JURISDICTION/DEBTOR	FILING INFORMATION	FILE DATE
Reeves County, Texas	#2025003217	6/13/2025

EXHIBIT A
(ATTACHED)

**Exhibit A
Leases
Plaquemines Parish, Louisiana
La Fourche Parish, Louisiana**

<u>Lease #</u>	<u>Lessor</u>	<u>Lessee</u>	<u>Lease Date</u>	<u>State</u>	<u>Parish</u>	<u>Book</u>	<u>Page</u>	<u>Registry</u>	<u>Legal Description</u>
PV86800001	OCS-G 35833 (MC 759)	Red Willow Offshore, LLC, et al	07/01/2016	LA	Plaquemines	1361	792	2016-00002739	All of Block 759, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.

Exhibit A
Wells
Plaquemines Parish, Louisiana
LaFourche Parish, Louisiana

<u>Enertia #</u>	<u>Well Name</u>	<u>Operator</u>	<u>API</u>	<u>ST</u>	<u>PARISH</u>	<u>WI</u>	<u>NRI</u>
04090.01	Mississippi Canyon 759 #1 ZA001	Beacon Growthco Operating Company	60-817-41473	LA	Plaquemines	0.13495500	0.10425274
04150.01	Mississippi Canyon 759 #2 ZA002	Beacon Growthco Operating Company	60-817-41516	LA	Plaquemines	0.13495500	0.10425274