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ADJUDICATION SECTION
JUL 09 2026

LOOPER GOODWINE

JENNA L. WRIGHT
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OFFICES:
Houston, TX
New Orleans, LA

July 9, 2026

VIA EMAIL: **boemadjudication@boem.gov**
Bureau of Ocean Energy Management
Attn: Adjudication
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

Re: **Category 1 – Mortgages, Deed of Trust, Security Agreement**

Dear Sir/Madam:

On behalf of OGOG (CASTILE) LLC, please find enclosed one (1) copy of the following described document, which is submitted for filing purposes only:

- Act of Multiple Indebtedness Mortgage, Security Agreement, Assignment of Production and As-Extracted Collateral, and Financing Statement from OGOG (Castile) LLC (Mortgagor) to Deutsche Bank Trust Company Americas, as Collateral Agent (Mortgagee)

In order that third persons will be put on notice as to the execution and efficacy of the enclosed document, please file the enclosed document, together with a copy of this letter, under Category 1 in the non-required files relating to Federal Lease Number OCS-G36077.

The filing is accompanied by a receipt evidencing payment of the required service/filing fee via Pay.Gov. If you have any questions, please contact the undersigned at the email and phone number provided above.

Sincerely,

Jenna L. Wright

ACT OF MULTIPLE INDEBTEDNESS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND AS-EXTRACTED COLLATERAL, AND FINANCING STATEMENT

From

OGOG (CASTILE) LLC, a Delaware limited liability company

(Federal Income Tax Identification No. XX-XXX-666),
(Organizational No. 6530610)
(Mortgagor)

To

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent
(Mortgagee)

A CARBON, PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT. FOR PURPOSES OF FILING THIS INSTRUMENT AS A FINANCING STATEMENT, THE ADDRESS OF THE MORTGAGOR, AS DEBTOR, IS 201 SAINT CHARLES AVENUE, STE. 5100, NEW ORLEANS, LA 70170, AND THE ADDRESS OF THE MORTGAGEE, AS SECURED PARTY, IS TRUST AND SECURITIES SERVICES, 1 COLUMBUS CIRCLE, 4TH FLOOR, MAIL STOP: NYC01-0417, NEW YORK, NY 10019.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THIS INSTRUMENT COVERS (I) PROCEEDS AND PRODUCTS OF MORTGAGED PROPERTY AND (II) FIXTURES.

THIS INSTRUMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE MORTGAGE RECORDS OF THE CLERK OF COURT FOR EACH PARISH LISTED ON EXHIBIT A ATTACHED HERETO.- THIS INSTRUMENT IS ALSO TO BE FILED IN THE APPROPRIATE RECORDS OF THE BUREAU OF OCEAN ENERGY MANAGEMENT OF THE UNITED STATES DEPARTMENT OF THE INTERIOR AND IN THE APPROPRIATE UCC RECORDS FOR THE STATE OF LOUISIANA AND SUCH OTHER JURISDICTION(S) AS REASONABLY DETERMINED BY MORTGAGEE.

THIS INSTRUMENT COVERS MINERALS, AS-EXTRACTED COLLATERAL AND OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH (INCLUDING WITHOUT LIMITATION OIL, GAS AND OTHER HYDROCARBONS) AND

WHICH WILL BE FINANCED AT THE WELLHEADS OF THE WELL OR WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO. PORTIONS OF THE MORTGAGED PROPERTY ARE GOODS WHICH ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LANDS OR OTHER PREMISES DESCRIBED OR REFERRED TO IN EXHIBIT A HERETO. MORTGAGOR HAS AN INTEREST OF RECORD IN THE IMMOVABLE PROPERTY (AND/OR REAL ESTATE) CONCERNED. THIS INSTRUMENT, ATTACHED AS EXHIBIT A TO A UCC-1 FINANCING STATEMENT, IS TO BE FILED FOR RECORD OR RECORDED, AMONG OTHER PLACES, IN THE APPROPRIATE UCC RECORDS OF THE CLERK OF COURT FOR ANY LOUISIANA PARISH FOR INDEXING IN THE CENTRAL UCC REGISTRY WITH THE LOUISIANA SECRETARY OF STATE. THIS INSTRUMENT, ATTACHED TO A UCC-1 FINANCING STATEMENT, IS ALSO TO BE FILED IN THE APPROPRIATE RECORDS OF THE BUREAU OF OCEAN ENERGY MANAGEMENT OF THE UNITED STATES DEPARTMENT OF THE INTERIOR.

ACT OF MULTIPLE INDEBTEDNESS	*
MORTGAGE, SECURITY AGREEMENT,	*
ASSIGNMENT OF PRODUCTION	*
AND AS-EXTRACTED COLLATERAL,	*
AND FINANCING STATEMENT	*
	*
BY	*
	*
OGOG (Castile) LLC,	*
a Delaware limited liability company	*
	*
IN FAVOR OF	*
	*
DEUTSCHE BANK TRUST COMPANY	*
AMERICAS, as Collateral Agent	*
	*
	*

* *

STATE OF NEW YORK
COUNTY OF NEW YORK

BE IT KNOWN, that in the State and County indicated above and on the date set forth below, but effective as of the Effective Date, before me, 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:

> **OGOG (Castile) LLC**, a Delaware limited liability company, (Federal Tax I.D. No. XX-XXX-666 and Organizational No. 6530610), with its principal office in the city of New Orleans, State of Louisiana, and the mailing address for which is 201 Saint Charles Avenue, Ste. 5100, New Orleans, LA 70170, represented by its duly authorized representative as appointed by the resolutions of its sole member, a copy of which resolutions are attached hereto as Exhibit C (hereinafter referred to as "Mortgagor");

who, being duly sworn, declared as follows:

THIS ACT OF MULTIPLE INDEBTEDNESS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND AS-EXTRACTED COLLATERAL, AND FINANCING STATEMENT (this "Mortgage") is made and entered into effective as of the Effective Date, by Mortgagor in favor of Deutsche Bank Trust Company Americas not in its individual capacity but solely in its capacity as Collateral Agent (as hereinafter defined) (in such capacity, hereinafter referred to as "Mortgagee") for the benefit of the Credit Parties (as hereinafter defined) with respect to all Mortgaged Property (as hereinafter defined) on the terms and conditions set forth below.

ARTICLE I
Definitions

1.1. For all purposes of this Mortgage, unless the context otherwise requires:

"Accounts, Contract Rights and General Intangibles" means all accounts (including accounts in the form of joint interest billings), contract rights and other general intangibles, now or hereafter existing, arising out of or in connection with or relating to the Mortgaged Property, including, without limitation, (i) all accounts, contract rights and other general intangibles relating to Hydrocarbons produced or to be produced from or otherwise attributable to the Mortgaged Property, (ii) all accounts, contract rights and other general intangibles relating to surface leases, rights-of-way, rights of use and easements, easements, servitudes, licenses, permits, orders and other surface and subsurface rights; (iii) all accounts, contract rights and general intangibles relating to Contracts; (iv) the Project Accounts and all reserves, escrows or impounds required under the Facility Agreement or any other Secured Document insofar as the same relate to the Mortgaged Property, and all other deposit accounts maintained by Mortgagor with respect to the Mortgaged Property; and (v) all accounts, chattel paper (including tangible chattel paper and electronic chattel paper), accounts receivable, documents, instruments (including promissory notes), letters of credit rights, general intangibles (including payment intangibles) and all other rights or obligations of any kind, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services and whether or not earned by performance (including all authorizations of any governmental agency, body or authority, including without limitation permits, licenses, and other authorizations, and all subsequent renewals thereof), and all rights now or hereafter existing in and to all supporting obligations and in and to all security agreements, mortgages, liens, leases, letters of credit and other contracts securing or otherwise relating to the Mortgaged Property.

"Affiliate" has the meaning given such term in the Security Trust Deed.

"As-Extracted Collateral" means Hydrocarbons and all other as-extracted collateral (as defined in the UCC) which are in, under, upon, attributable to, produced from or to be produced from any of the Mortgaged Property, including without limitation the Oil and Gas Leases, the Subject Interests or the Lands, which may be extracted from the Mortgaged Property, and all inventory thereof upon extraction from the wellheads of wells located on or attributable to any of the Mortgaged Property, and all accounts relating thereto, including without limitation all accounts arising out of the sale thereof at the wellheads of the wells located on any of the Mortgaged Property, and all proceeds and products thereof.

"Business Day" has the meaning given such term in the Security Trust Deed.

"Claims" has the meaning given such term in Section 5.7 of this Mortgage.

"Collateral" means, collectively, all of Mortgagor's rights, titles and interests, whether now or hereafter existing, and whether now owned or held or hereafter acquired, in and to Accounts and Contract Rights, As-Extracted Collateral, Contracts, Other Personalty Collateral and Well Data, together with any and all additions, substitutions, replacements, accessions and attachments to any of the foregoing, and all proceeds and products of any of the foregoing, and further together with, and including without limitation, the following insofar only as the following are with respect to, in connection with or relating to any of the Mortgaged Property:

(a) with respect to Accounts, Contract Rights and General Intangibles, As-Extracted Collateral, Contracts, Other Personalty Collateral and Well Data, whether now or hereafter existing, (i) all rights of Mortgagor to receive moneys due and to become due under or pursuant to any of the same, including all rents, revenues, income, proceeds, profits and other benefits paid or payable to Mortgagor pursuant to or in connection with any of the same; (ii) all rights of Mortgagor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to any of the same or any other instrument, agreement or other document delivered pursuant thereto, (iii) all claims of Mortgagor for damages arising out of or for breach of or default under any of the same, and (iv) all rights of Mortgagor to terminate any of the same, to perform thereunder and to compel performance and otherwise exercise all remedies with respect to the same;

(b) all other items and types of Property of any kind or character in which a security interest under the UCC may be created, whether now owned or hereafter acquired by Mortgagor and whether now or hereafter affixed to, placed upon, situated or located on, used or held for use or useful in connection with, arising from or otherwise related to or necessary for the exploration, development, production, operation or maintenance of any of the Mortgaged Property;

(c) all payments under insurance (assigned herein as provided in Louisiana Revised Statutes 9:5386) (whether or not Mortgagee is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the same;

(d) all books and records (including, without limitation, customer lists, credit files, printouts and other computer materials and records, and all computer programs and supporting information) of Mortgagor or in which Mortgagor now or hereafter has any right, title or interest, pertaining to any items of Collateral and/or any other Mortgaged Property; and

(e) whether now or hereafter existing, or whether now owned or hereafter acquired, all accessions to, substitutions for and replacements of, and all products and/or proceeds of, collateral for, income, royalties and/or other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or any other items or types of Property included as Collateral and/or any other Mortgaged Property.

"Collateral Agent" means US Security Agent.

"Commitments" has the meaning given such term in the Facility Agreement.

"Contracts" has the meaning given such term in Section 2.1.3 of this Mortgage.

"Credit Party" means each "Beneficiary" (as such term is defined in the Security Trust Deed) and the respective successor(s) in interest of each, and "Credit Parties" means all of them collectively.

"Default Rate" shall refer to "Default interest" as used and described in Section 13.4 of the Facility Agreement, as the same may be amended, restated or supplemented, renewed or extended from time to time.

"Effective Date" means the time in which the clauses referred to in clause 9(e) of the Refinancing Coordination Deed take effect contemporaneously on the Effective Date (as that term is defined under the Refinancing Coordination Deed).

"Event of Default" has the meaning stated in Article VI of this Mortgage.

"Exhibit A" means, unless specifically indicated otherwise, Exhibit A attached hereto.

"Facility Agreement" means that certain Syndicated Facility Agreement dated June 29, 2026, for OGOG (Otway) Holdings Pty Ltd and GOM 1 Holdings Inc., arranged by ING Bank (Australia) Limited, DNB Bank ASA, Deutsche Bank Ag, Sydney Branch, with ING Bank (Australia) Limited and DNB Bank ASA, acting as Technical Banks, ING Bank (Australia) Limited, acting as Documentation Bank, Deutsche Bank Trust Company Americas, acting as Agent, Deutsche Bank Ag, Singapore Branch, acting as Loan Agent, Deutsche Bank AG, Singapore Branch, acting as AU Security Trustee, Deutsche Bank Trust Company Americas, acting as US Security Agent, and DNB Bank ASA, acting as Modelling Bank, as such agreement may, from time to time, be amended, restated, amended and restated, supplemented or otherwise modified, renewed, extended or replaced.

"Facility Lien" has the meaning given such term in the Facility Agreement.

"Financial Indebtedness" has the meaning given such term in the Facility Agreement.

"Hydrocarbon Proceeds" has the meaning given such term in Section 5.1.1 of this Mortgage.

"Hydrocarbons" means all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all other minerals and all products, by-products and other substances derived or refined therefrom or from the processing thereof or produced or to be produced in conjunction therewith, including natural, manufactured or mixed gas, natural gas liquids, and all other minerals and substances produced in conjunction with such substances, including, sulfur, geothermal steam, water, carbon dioxide, helium and any and all minerals, ores or substances of value and the products and proceeds therefrom.

"Lands" means the lands and/or premises (including without limitation the subsoil and seabed, and the designated areas and blocks, of the Outer Continental Shelf adjacent to the State of Louisiana over which the United States of America asserts jurisdiction and to which the laws of the State of Louisiana are applicable by virtue of other applicable laws), and/or other property, mineral rights, mineral interests, lands or other premises described on Exhibit A or in any other instrument or document described or referenced on Exhibit A, including without limitation the premises covered by any of the Oil and Gas Leases, and also including any of the foregoing, or interests therein, now or hereafter unitized, pooled, spaced, or otherwise combined therewith, whether by statute, order, agreement, declaration or otherwise.

"Lender" or "Lenders" has the meaning given such term in the Facility Agreement.

"Liens" has the same meaning as the term "Security" as used and defined in the Facility Agreement.

"Loans" has the meaning given such term in the Facility Agreement.

"Letters of Credit" has the same meaning given such term in the Facility Agreement.

"Mortgaged Property" has the meaning given such term in Article II of this Mortgage.

"Mortgagee" has the meaning set forth in the introductory paragraph of this Mortgage.

"Mortgagor" has the meaning set forth in the introductory paragraph of this Mortgage.

"Net Revenue Interest" means with respect to a Well or an Oil and Gas Lease for which a Net Revenue Interest is stated, that interest in the applicable Hydrocarbons produced, saved and sold from or attributable to such Well or Oil and Gas Lease which is afforded to Mortgagor by virtue of its ownership of such Oil and Gas Lease or of the Oil and Gas Lease on which such Well is located or under which it is bottomholed after deducting all burdens against the production therefrom.

"Obligor" has the meaning given such term in the Facility Agreement.

"Oil and Gas Leases" means, individually and collectively, the oil, gas and mineral leases, oil and gas leases, oil leases, gas leases, other mineral leases, other liquid or gaseous hydrocarbon leases, licenses, concessions, occupancy agreements, subleases or other agreements (written or oral, now or at any time in effect) covering, concerning or otherwise relating to operating rights or operating right interests, record title interests, working interests, other cost-bearing interests, net revenue interests, mineral fee interests, overriding royalty interests, royalty interests, net profit interests, production payment interests, and/or other mineral rights or mineral interests, including any and all reserved or residual interests of whatever nature, or contingent reversionary or carried interests, relating to any of the foregoing, and all other rights therein, which are described and/or to which reference is made on Exhibit A or in any document or instrument described on Exhibit A and/or which cover or relate to any of the Lands, as any of the same may, from time to time, be amended, restated, amended and restated, supplemented or otherwise modified, renewed, extended or replaced.

"Other Personalty Collateral" means, whether now or hereafter existing, all other personal or movable Property pertaining, affixed or incidental to, situated upon, or used or held for use or useful in connection with, all or any part of the Oil and Gas Leases, the other Subject Interests, the As-Extracted Collateral or the other Mortgaged Property, including, without limitation, all items and types of Mortgaged Property (both those now and those hereafter existing) to the full extent that such items and types of Mortgaged Property may be subject to the UCC, together with all rights, privileges, titles, interests and estates appurtenant thereto, or relating thereto, and any replacements, attachments or accessories now or hereafter attached, added or affixed thereto. The term "Other Personalty Collateral" includes, without limitation, (i) all inventory in all its forms constituting a part of, relating to or arising out of the Mortgaged Property, and all accessions thereto and products thereof and documents therefor, including computer programs and supporting information; (ii) all equipment in all forms now or hereafter situated upon, or now or hereafter used or held for use or useful in connection with the exploration, development, production or maintenance of, or the conduct of operations on or in connection with, any of the Mortgaged Property, and all parts thereof and all accessions thereto, including computer programs and supporting information, (iii) all oil wells, gas wells, injection wells or other wells now or hereafter located on or now or hereafter used or held for use or useful in connection with exploration, development, production or maintenance of, or the conduct of operations on or in connection with, any of the Mortgaged Property; (iv) all machinery, all facilities and structures and all materials now or hereafter situated upon, or now or hereafter used or held for use or useful in connection with the exploration, development, production or maintenance of, or the conduct of operations on or in connection with, any of the Mortgaged Property, including, without limitation, platforms, facilities such as for processing, treatment, storage, transportation, extraction, compression, fractionation or stabilization, surface or subsurface machinery, separators, compressors, pumps, pumping units, pipelines, sales lines, lease lines, flow lines, gathering lines, gathering or field gathering systems, salt water disposal facilities, other water systems (for treating, disposal or injection), tanks and tank batteries, fixtures, valves, tools, fittings, furnishings, supplies, appliances, apparatus, machinery and parts, engines, boilers, meters, implements, cables, wires, towers, casing, tubing, rods, telegraph, telephone and other communication systems, loading racks and shipping facilities, and other personal or movable Property of whatsoever kind or nature (but excluding drilling rigs (of any kind), vessels, trucks, automotive equipment or other personal or movable Property taken to or in the vicinity of the Subject Interests to drill, or for use in connection with drilling, a well or performing other operations in connection with a well or for other temporary uses); and (v) all rights, privileges, titles, interests and estates appurtenant to, or relating to, any of the foregoing, and any replacements, attachments or accessories now or hereafter attached, added or affixed thereto.

"Permitted Liens" has the same meaning as the term "Permitted Security" as used and defined in the Facility Agreement.

"Person" means a natural person, a corporation, a partnership, a limited partnership, a limited liability company, an association, a joint venture, a trust or any other entity or organization, including any governmental agency, body or authority.

"Project Accounts" has the meaning given such term in the Facility Agreement.

"Project Documents" has the meaning given such term in the Facility Agreement.

"Property" means any interest of any kind in any type of property or asset, including whether real, immovable, personal, movable, or mixed, and whether tangible or intangible, corporeal or incorporeal.

"Refinancing Coordination Deed" has the meaning given such term in the Facility Agreement.

"Reserves Report" has the meaning given such term in the Facility Agreement.

"Section" and "Article" mean and refer to a section or article of this Mortgage, unless specifically indicated otherwise.

"Secured Document" has the meaning given to that term in the Security Trust Deed.

"Secured Indebtedness" means all the indebtedness, obligations, and liabilities described or referred to in Section 3.1 of this Mortgage.

"Security Agreement" means that certain Security Agreement dated as of the Effective Date by and between OGOG (Buckskin) LLC, OGOG (Castile) LLC, OGOG (K2) LLC, OGOG (Leon) LLC, OGOG (Warrior) LLC, each as a Grantor, and Deutsche Bank Trust Company Americas as US Security Agent, as Secured Party.

"Security Termination" means such time as when each of the following shall have occurred: (a) the Secured Indebtedness has been paid in full and (b) all Commitments under the Facility Agreement have been cancelled or otherwise cease to be available. For purposes of clarification, "Security Termination" shall have occurred for purposes of this Mortgage if the two events provided in clauses (a) and (b) above have occurred.

"Security Trust Deed" has the meaning given such term in the Facility Agreement.

"Subject Interests" has the meaning given such term in Article II of this Mortgage.

"UCC" means the Uniform Commercial Code as presently in effect in Louisiana, including without limitation Article 9 of the Uniform Commercial Code-Secured Transactions from time to time in effect in the State of Louisiana, La. R.S. 10:9-101, et seq., (as the same may be amended from time to time, and any successor statute thereto), except to the extent that the Uniform Commercial Code of some other jurisdiction applies mandatorily, and then, in such instance, to such mandatorily applied Uniform Commercial Code.

"US Security Agent" has the meaning given such term in the Facility Agreement.

"Well Data" means all logs, drilling reports, division orders, transfer orders, operating agreements, abstracts, title opinions, files, records, memoranda and other written or electronic information in the possession or control of or otherwise available to Mortgagor relating to any wells now or hereafter located on or bottomholed under, or considered or under consideration for drilling on or under, any of the Oil and Gas Leases or other Subject Interests (including, without limitation, to the extent assignable, all seismic data, geological data, geophysical data and interpretations of any of the foregoing).

"Working Interest" means the property interest which entitles the owner thereof to explore and develop certain seabed and subsoil, land or other premises for purposes of producing Hydrocarbons, whether under an oil and gas lease or unit, a compulsory pooling order or otherwise, and, with respect to a Well or an Oil and Gas Lease for which a Working Interest is stated, Mortgagor's share of costs of the operation thereof.

1.2. Other Defined Terms. The capitalized terms used herein and not defined in this Mortgage shall have the meanings assigned to them in the Facility Agreement or the Security Trust Deed, unless the context otherwise requires, and, if not defined in this Mortgage, the Facility Agreement or the Security Trust Deed, such capitalized terms shall have the meanings assigned to such terms in the UCC. If a term is defined in both the Facility Agreement and the Security Trust

Deed, the definition in the Security Trust Deed will prevail to the extent of any inconsistency. Uncapitalized terms used herein that are defined in the UCC shall have the same meaning as found in the UCC when used in this Mortgage.

1.3 Miscellaneous. (i) Article, Section, Schedule, and Exhibit references are to this Mortgage, unless otherwise specified. (ii) All references herein to instruments, documents, contracts, and agreements (including this Mortgage) are references to such instruments, documents, contracts, and agreements as the same may be amended, restated, amended and restated, supplemented, and otherwise modified from time to time, unless otherwise specified and shall include all schedules and exhibits thereto unless otherwise specified. (iii) Any reference herein to any law shall be construed as referring to such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time. (iv) Any reference herein to Mortgagor, Mortgagee, Collateral Agent, US Security Agent, Credit Parties or any other Person shall be construed to include such Person's successors in interest, including without limitation its executors, administrators, successors, substitutes (including by novation), permitted assignees and permitted transferees to, or of, its rights or obligations (or both) under this Mortgage, the Facility Agreement, the Security Trust Deed or any other Secured Document. (v) Use of the singular in this Mortgage includes the plural and use of the plural includes the singular. (vi) 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, unless the context otherwise requires. (vii) As used in this Mortgage, the term "including" means "including, without limitation,". (viii) Paragraph headings have been inserted in this Mortgage as a matter of convenience for reference only and it is agreed that such paragraph headings are not a part of this Mortgage and shall not be used in the interpretation of any provision of this Mortgage. (ix) All references to "applicable law" or "applicable laws" shall be understood to mean and refer to, with respect to any Person or any of its properties or assets, all applicable laws, statutes, treaties, rules, orders, decrees, directives, regulations and binding governmental requirements having the force and effect of law applicable to such Person or any of its properties or assets, including all applicable common law. (x) Each exhibit to this Mortgage is made a part of this Mortgage for all purposes and is incorporated herein by reference as fully as if copied at length in the body of this Mortgage; and all references in this Mortgage to an exhibit to this Mortgage shall include any introductory or explanatory comments thereto contained in such exhibit or any preamble thereto.

ARTICLE II
Mortgage Lien and Security Interest

2.1 Grant. In order to secure the full payment and performance of the Secured Indebtedness, Mortgagor hereby MORTGAGES, PLEDGES, AFFECTS and HYPOTHECATES, and COLLATERALLY ASSIGNS, TRANSFERS and CONVEYS, and GRANTS a continuing security interest, in favor of Mortgagee, for the benefit of the Credit Parties, subject to the terms and provisions of this Mortgage, all of Mortgagor's current and future right, title and interest in and to the immovable, movable, real and personal property, rights, titles and interests described in the following Section 2.1.1 through Section 2.1.6 (collectively, the "Mortgaged Property"):

2.1.1 All of Mortgagor's rights, titles, interests and estates, whether now owned or hereafter acquired, in and to the following paragraphs (a) through (c) of this Section 2.1.1 (collectively the "Subject Interests"):

(a) the Oil and Gas Leases, the Lands and any rights-of-way, rights of use and easement, easements, servitudes, mineral servitudes and other mineral rights, interests and estates, and the seabed, subsoil, lands and other premises covered or affected thereby, which are described on Exhibit A hereto (irrespective of whether such rights, titles, interests and estates, or Mortgagor's interests therein, be incorrectly described or a description of a part or all of such Property or Mortgagor's interest therein be omitted), and including, without limitation, working interests, net revenue interests, overriding royalty interests, production payments, net profits interests and other interests of whatsoever nature or kind and however characterized, along with all of Mortgagor's right title and interest of any type in wellbore interests, and other interests and estates and the lands and premises covered or affected by any of the foregoing, it being intended by Mortgagor herein to cover and affect hereby all interests which Mortgagor may now own or may hereafter acquire in and to the Oil and Gas Leases or the Lands or any other lands or premises described on Exhibit A (or in the documents described on Exhibit A) notwithstanding that the interests as specified on Exhibit A be limited to particular lands, specified depths or particular types of Property interests, and as any of the Subject Interests may be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances to which any of the Subject Interests may be subject, together with any and all renewals and extensions thereof;

(b) the properties now or hereafter pooled or unitized with any of the Oil and Gas Leases, or other of the Subject Interests, and all presently existing or future unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of any Federal, State or other governmental body or agency having jurisdiction and so called "working interest units" created under operating agreements or otherwise) which may affect all or any portion of the Oil and Gas Leases or the Lands or other of the Subject Interests; and

(c) any and all improvements, buildings, platforms and other constructions now or hereafter located on the Oil and Gas Leases or the Lands or other lands or premises referenced in any document described on Exhibit A to the extent that such property should constitute or be deemed to constitute immovable property for purposes of the applicable laws of the State of Louisiana, including without limitation any buildings, platforms, structures, towers, rigs or other immovable property or component part thereof or any such property which is susceptible of mortgage pursuant to Louisiana Civil Code Article 3286 or Louisiana Mineral Code Article 203 (La. R.S. 31:203);

2.1.2 All of Mortgagor's rights, titles, interests and estates, whether now owned or hereafter acquired, in and to all Hydrocarbons which may be produced and saved from or attributable to all or any portion of the Subject Interests, including all saleable oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to the Subject Interests or other Mortgaged Property, and all other As-Extracted Collateral;

2.1.3 All of Mortgagor's rights, titles, interests and estates, whether now owned or hereafter acquired, in and to all Project Documents, operating agreements, contracts, farm out agreements, farm in agreements, area of mutual interest agreements, equipment leases, maintenance agreements, permits, licenses, orders, production handling agreements, and any other agreements of any nature or kind that relate to any Subject Interests or other Mortgaged Property, including without limitation all agreements that relate to, or are in connection with or are (or will be) used or useful in connection with the exploration, development, production or maintenance of, or the conduct of operations on or in connection with, any Subject Interests, or with the production, sale, purchase, exchange, delivery, handling, processing, separating, commingling, gathering, transporting, marketing or other disposition of Hydrocarbons produced from or to be produced from or attributable or to be attributable to any Subject Interests, or with any other As-Extracted Collateral (as any of the foregoing may, from time to time, be amended, restated, amended and restated, supplemented or otherwise modified, renewed, extended or replaced, collectively the "Contracts");

2.1.4 All of Mortgagor's rights, titles, interests and estates, whether now owned or hereafter acquired, in and to all tenements, hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to any of the Properties described in Section 2.1.1 through Section 2.1.3, whether now or hereafter existing or whether now owned or hereafter acquired by, on behalf of or for the benefit of Mortgagor, including, without limitation, any and all surface leases, subsurface leases, rights of way, pipeline rights-of-way, rights of use and easements, other easements, servitudes, licenses and other surface and subsurface rights, and any and all other Property, now or hereafter situated upon, or used or held for use or useful in connection with the exploration, development, production or maintenance of, or the conduct of operations on or in connection with, any of the Subject Interests, including, without limitation, any and all oil wells, gas wells, injection wells or other wells, buildings, structures, field separators, liquid extraction facilities, plant compressors, compressors, separators, heater/treaters, pumps, pumping units, pipelines, sales lines, flow lines, gathering lines, gathering systems, salt water disposal facilities, tanks and tank batteries, fixtures, valves, wellhead valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing tubing and rods, together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing Property.

2.1.5 All of Mortgagor's rights, titles, interests and estates, whether now owned or hereafter acquired, in and to the Collateral; and

2.1.6 All of Mortgagor's rights, titles, interests and estates, whether now owned or hereafter acquired, in and to (a) the Subject Interests, and every part and parcel thereof, including, without limitation, the Subject Interest as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Permitted Liens to which any of the Subject Interests are subject, or otherwise, and together with any and all renewals and extensions of any of the Subject Interests, (b) all rights of Mortgagor to liens and security interests securing payment of proceeds from the sale of Hydrocarbons comprising As-Extracted Collateral, (c) all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements comprising part of the Mortgaged Property, (d) any and all additional rights and interests of any kind hereafter acquired by Mortgagor in and to the Subject Interests or other of the Mortgaged Property, and (e) all products and proceeds of any of the Mortgaged Property and all substitutions and replacements of any of the Mortgage Property.

The Mortgaged Property is to remain so specially mortgaged, assigned, affected and hypothecated to and in favor of Mortgagee for the benefit of the Credit Parties, and the continuing security interest created hereby and granted in and to the Mortgaged Property to and in favor of Mortgagee for the benefit of the Credit Parties shall remain in force and effect, in each case, subject to the terms of this Mortgage, the Security Trust Deed and the other Secured Documents, until Security Termination, and Mortgagor is herein and hereby bound and obligated not to sell, alienate, mortgage, encumber or grant any Lien in any of the Mortgaged Property, or any part thereof, to the prejudice of this Mortgage, unless permitted under this Mortgage, the Facility Agreement or the other Secured Documents.

2.2 Additional Mortgaged Property. In the event that Mortgagor acquires additional undivided interests in some or all of the Mortgaged Property, this Mortgage shall automatically encumber such additions or increases to the Mortgagor's interest in the Mortgaged Property without need of further act or document. Further, in the event the Mortgagor becomes the owner of an interest in any part of the Lands or the Oil and Gas Leases or other Subject Interests or that is otherwise subject to or covered by the Mortgaged Property, (a) the lien of this Mortgage shall extend to and cover such interest, (b) such interest shall be deemed included in the Mortgaged Property, and (c) this Mortgage shall automatically encumber such ownership interest of the Mortgagor (and Mortgagor does hereby specially mortgage, affect, hypothecate, pledge, assign, and grant a continuing security interest unto and in favor of Mortgagee, for the benefit of the Credit Parties, in and to such ownership interest of Mortgagor) without need of further act or document.

2.3 Excluded Collateral. Notwithstanding any provision in this Mortgage to the contrary, in no event shall the Mortgaged Property include any "Excluded Assets" as such term is defined in the Security Agreement.

ARTICLE III
Secured Indebtedness

3.1 Secured Indebtedness. This Mortgage is executed and delivered by the Mortgagor to secure and enforce the following indebtedness, obligations and liabilities:

3.1.1 The performance and payment of any and all (i) Loans and/or Letters of Credit drawn under or pursuant to the Facility Agreement, (ii) other Financial Indebtedness of Mortgagor and/or any other Obligor under or pursuant to the Facility Agreement or any other Secured Document, and (iii) all other obligations, commitments, indebtedness, fees, costs, expenses (including without limitation fees and expenses of counsel), interest (including interest accruing at any post default rate and interest accruing after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or like proceeding, whether or not a claim for post filing or post petition interest is allowed in such proceeding), indemnities, reimbursements, and liabilities of the Mortgagor and/or of each other Obligor (including interest accruing during the pendency of an insolvency or liquidation proceeding) pursuant to this Mortgage, the Facility Agreement, or any other Secured Document, whether now existing or hereafter arising;

3.1.2 All additional loans, advances or other extensions of credit (including hedging arrangements) made by any Credit Party to or for the benefit any Obligor pursuant to this Mortgage, the Facility Agreement or any other Secured Document (Mortgagor agrees that any such additional loans, advances or other extensions of credit shall be secured by this Mortgage);

3.1.3 Any sums which may be advanced or paid by Mortgagee or any other Credit Party under the terms hereof or of the Facility Agreement or any other Secured Document on account of the failure of any Obligor to comply with any obligation contained herein, in the Facility Agreement or any other Secured Document, together with interest thereon at the Default Rate; and

3.1.4 All other and additional debts, obligations and liabilities of every kind and character of the Mortgagor or any other Obligor now or hereafter owed to any one or more of the Credit Parties, regardless of whether such debts, obligations and liabilities are specifically listed and described above or are direct or indirect, primary or secondary, joint, several, or joint and several, or joint, several or solidary, fixed or contingent, and whether incurred by the Mortgagor or such other Obligor as a maker, endorser, guarantor, surety or otherwise, and regardless of whether such present or future debts, obligations and liabilities may, prior to their acquisition by any one or more of the Credit Parties, be or have been payable to, or be or have been in favor of, some other Person or have been acquired by any one or more of the Credit Parties in a transaction with one other than the Mortgagor or another Obligor, together with any and all renewals and extensions of such debts, obligations and liabilities, or any part thereof (it being contemplated that any one or more of the Credit Parties may in the future lend additional sums of money to the Mortgagor or another Obligor, from time to time, but shall not be obligated to do so, and that all such additional sums and loans shall be part of the Secured Indebtedness).

3.2 Maximum Secured Amount/ Multiple Indebtedness Mortgage. Insofar as any portion of the Mortgaged Property encumbered by the grant of a mortgage lien hereunder and situated in or offshore the State of Louisiana is concerned, or as to which the laws of the State of Louisiana would be applicable, THIS MORTGAGE IS MADE AND GRANTED PURSUANT TO THE PROVISIONS OF, AND SHALL BE ENTITLED TO THE CONTINUING PREFERENCE AND PRIORITY PROVIDED BY, ARTICLE 3298 OF THE LOUISIANA CIVIL CODE (AS THE SAME MAY HEREAFTER BE AMENDED), AND SHALL APPLY TO AND SECURE THE PAYMENT AND PERFORMANCE OF PAST, PRESENT AND FUTURE INDEBTEDNESS AND, NOTWITHSTANDING ANY PROVISION HEREOF TO THE CONTRARY, THE MAXIMUM AMOUNT OF THE INDEBTEDNESS THAT MAY BE OUTSTANDING AT ANY TIME AND FROM TIME TO TIME THAT THIS MORTGAGE SECURES IS FIXED AT THREE BILLION FOUR HUNDRED MILLION AND 00/100 DOLLARS (US $3,400,000,000.00). The Mortgagor further acknowledges that this Mortgage secures all Secured Indebtedness, whether made or incurred by Mortgagee or any other Credit Party, at any time and from time to time, are optional or obligatory by Mortgagee or any such other Credit Party. This Mortgage is and shall remain effective, even though the amount of the Secured Indebtedness may now be zero or may later be reduced to zero, until Security Termination.

ARTICLE IV
Representations, Warranties and Covenants of Mortgagor

In addition to the representations, warranties and covenants in the Facility Agreement and the other Secured Documents, Mortgagor hereby represents, warrants and covenants as follows:

4.1 Revenue and Cost Bearing Interest. To the extent of the interest specified in the most recently delivered Reserves Report to Mortgagee, Mortgagor has good, valid and marketable title to each property right or interest constituting the Mortgaged Property (other than such property right or interest that has been subsequently disposed of in accordance with this Mortgage, the Facility Agreement, or any other Secured Document), subject only to Permitted Liens. After giving effect to the Permitted Liens, Mortgagor's Working Interest is not more than, and its Net Revenue

Interest is not less than, the percentages set forth in the most recently delivered Reserves Report to Mortgagee for each of the Mortgaged Property.

4.2 Power to Create Lien and Security Interests. Mortgagor has full power and lawful authority to mortgage, pledge, assign, collaterally assign, grant and convey a Lien on all of the Mortgaged Property in the manner and form herein provided. No authorization, approval, consent or waiver of any lessor, sublessor, governmental authority or other Person whomsoever that has not been obtained is required in connection with the execution and delivery by Mortgagor of this Mortgage except to the extent the approval or consent of the Department of the Interior, United States of America or similar governmental authority, as the case may be, is required by applicable laws to the transfer or assignment of an interest in any of the Mortgaged Property.

4.3 Abandon, Sales. Except as permitted under this Mortgage, the Facility Agreement or the other Secured Documents, Mortgagor will not sell, lease, assign, transfer or otherwise dispose of or abandon any of the Mortgaged Property.

4.4 Failure to Perform. Mortgagor agrees that if Mortgagor fails to perform any act or to take any action which Mortgagor is required to perform or take hereunder or pay any money which Mortgagor is required to pay hereunder, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to perform such act or take such action or pay such money, and any expenses so incurred by it and any money so paid by it shall be a demand obligation owing by Mortgagor to Mortgagee, and Mortgagee, upon making such payment, shall be subrogated to all of the rights of the Person receiving such payment. Each amount due and owing by Mortgagor to Mortgagee pursuant to this Mortgage shall bear interest from the date of such expenditure or payment to such Person until paid at the Default Rate, and all such amounts together with such interest thereon shall be a part of the Secured Indebtedness.

4.5 Further Assurances. At any time and from time to time, including upon the reasonable request of Mortgagee, and at the sole expense of Mortgagor, Mortgagor will promptly and duly give, execute, deliver, indorse, file or record any and all financing statements, continuation statements, amendments, notices (including, without limitation, notifications to financial institutions and any other Person), contracts, agreements, assignments, certificates or other instruments, obtain any and all governmental approvals and consents and take or cause to be taken any and all steps or acts that may be necessary or advisable or as Mortgagee may reasonably request to create, perfect, establish the priority of, or to preserve the validity, perfection or priority of, the Liens granted by this Mortgage or to enable Mortgagee to enforce its rights, remedies, powers and privileges under this Mortgage and any other Secured Document with respect to such Liens or to otherwise obtain or preserve the full benefits of this Mortgage and the rights, powers and privileges herein granted. This Section 4.5 and the obligations imposed on Mortgagor by this Section 4.5 shall be interpreted as broadly as possible in favor of Mortgagee in order to effectuate the purpose and intent of this Mortgage.

4.6 Not a Utility. Mortgagor is not a utility and is not otherwise subject to regulation by any public utility commission or any similar federal, state or local agency or governmental body.

4.7 Not a Foreign Person. Mortgagor is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or foreign person within the meaning of Sections 1445 or 7701 of the Internal Revenue Code of 1986, as amended, or the regulations thereto.

4.8 Flood Insurance Regulation. Notwithstanding any provision in this Mortgage to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) located on the Mortgaged Property within an area having special flood hazards and in which flood insurance is available under the National Flood Insurance Act of 1968 included in the definition of "Mortgaged Property" and no Building or Manufactured (Mobile) Home is hereby encumbered by this Mortgage. As used herein, "Flood Insurance Regulations" means (a) the National Flood Insurance Act of 1968, (b) the Flood Disaster Protection Act of 1973, (c) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001 et seq.), (d) the Flood Insurance Reform Act of 2004 and (e) the Biggert-Waters Flood Insurance Reform Act of 2012, in each case as now or hereafter in effect or any successor statute thereto and including any regulations promulgated thereunder.

ARTICLE V
Assignment of As-Extracted Collateral

5.1 Assignment of Production.

5.1.1 In order to further secure the full payment and performance of the Secured Indebtedness, Mortgagor has assigned, transferred, conveyed and delivered and does hereby assign, transfer, convey and deliver unto Mortgagee, effective as of the Effective Date, all Hydrocarbons produced from, and which are attributable to, Mortgagor's interests, now owned or hereafter acquired, in and to the Mortgaged Property, or are allocated thereto pursuant to pooling or utilization orders, agreements or designations, and all proceeds therefrom (such proceeds, "Hydrocarbon Proceeds").

5.1.2 All parties producing, purchasing, taking, possessing, processing or receiving any Hydrocarbons produced from or attributable to the Mortgaged Property, or having in their possession any such production, or any Hydrocarbon Proceeds, for which they or others are accountable to Mortgagee by virtue of the provisions of this Section 5.1, are authorized and directed by the Mortgagor to treat and regard Mortgagee as the assignee and transferee of Mortgagor and entitled in its place and stead to receive such Hydrocarbons and/or such Hydrocarbon Proceeds. Subject to the provisions of this Article V, inclusive of Section 5.1.5, Mortgagor covenants to cause all operators, pipeline companies, production purchasers and other remitters of said Hydrocarbon Proceeds to pay promptly to Mortgagee the Hydrocarbon Proceeds in accordance with the terms of this Mortgage, and shall execute, acknowledge and deliver to said remitters such division orders, transfer orders, certificates and other documents as may be necessary, reasonably requested or proper to effectuate the intent of this assignment and the payment to Mortgagee of Hydrocarbon Proceeds. Subject to the provisions of this Article V, inclusive of Section 5.1.5, and subject to the terms of the Facility Agreement and the other Secured Documents, Mortgagee may endorse and cash any and all checks and drafts payable to the order of Mortgagor or Mortgagee for the account of Mortgagor, received from or in connection with any Hydrocarbon Proceeds, and the same may be applied as provided in the Facility Agreement or the other Secured Documents, and Mortgagee may execute any transfer or division orders in the name of Mortgagor or otherwise, with warranties and indemnities binding on Mortgagor, provided that Mortgagee shall not be held liable to Mortgagor for, nor be required to verify the accuracy of, Mortgagor's interests as represented therein and Mortgagee shall not be required at any time, as a condition to its right to obtain the Hydrocarbon Proceeds, to warrant its title thereto or to make any guaranty whatsoever.

5.1.3 Mortgagor directs and instructs each of such parties to pay to Mortgagee, for the benefit of the Credit Parties, all of the Hydrocarbon Proceeds until such party has been notified by Mortgagee that Security Termination has occurred; provided, however, that until the Mortgagee shall have exercised its rights under this Article V, inclusive of Section 5.1.5, to instruct such parties to deliver Hydrocarbons and/or Hydrocarbon Proceeds directly to the Mortgagee following the occurrence and during the continuance of an Event of Default, such parties shall be entitled to deliver such Hydrocarbons and all Hydrocarbon Proceeds to the Mortgagor for the Mortgagor's use and enjoyment (subject to the terms of the Facility Agreement and other Secured Documents), and the Mortgagor shall be entitled to execute division orders, transfer orders and other instruments as may be required to direct all proceeds to the Mortgagor without the necessity of joinder by the Mortgagee in such division orders, transfer orders or other instruments. None of such parties shall have any responsibility for the application of any such Hydrocarbon Proceeds received by Mortgagee. Mortgagor authorizes Mortgagee to receive and collect all Hydrocarbon Proceeds pursuant to the terms of this Mortgage.

5.1.4 Neither the foregoing assignment nor the exercise by the Mortgagee of any of its rights herein shall be deemed to make the Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment or operation of all or any portion thereof, unless and until the Mortgagee, in person or by agent, assumes actual possession thereof, nor shall appointment of a receiver or keeper for the Mortgaged Property by any court at the request of the Mortgagee or by agreement with the Mortgagor or the entering into possession of the Mortgaged Property or any part thereof by such receiver or keeper be deemed to make the Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment or operation of all or any portion thereof.

5.1.5 Notwithstanding anything to the contrary contained in this Article V, so long as no Event of Default shall have occurred and is continuing, Mortgagor shall have the right to collect all revenues and proceeds attributable to the Hydrocarbons that accrue to the Mortgaged Property or the products obtained or processed therefrom, including all Hydrocarbon Proceeds, as well as any Liens and security interests securing any sales of said Hydrocarbons and to retain, use and enjoy same subject to the terms of the Facility Agreement and the other Secured Documents.

5.1.6 Mortgagor agrees to perform all such acts, and to execute and deliver all such further assignments, transfers and division orders, and all such other instruments, as may reasonably be required or desired by the Mortgagee in order to effectuate this assignment and the delivery of Hydrocarbons to Mortgagee and the payment to Mortgagee of Hydrocarbon Proceeds.

5.1.7 Mortgagee shall have the right at Mortgagee's election and in the name of Mortgagor, or otherwise, to prosecute and defend any and all actions or legal proceedings reasonably deemed advisable by Mortgagee in order to receive such Hydrocarbons, to collect such Hydrocarbon Proceeds and to protect the interests of Mortgagee or Mortgagor, with all costs, expenses and attorneys fees incurred in connection therewith being paid by Mortgagor. In addition, should any purchaser taking production from the Mortgaged Property fail to pay promptly to Mortgagee in accordance with this Article V, Mortgagee shall have the right to demand a change of connection and to designate another purchaser with whom a new connection may be made without any liability on the part of Mortgagee in making such election, so long as ordinary care is used in the making thereof, and upon failure of Mortgagor to consent to such change of connection, the entire amount of all the Secured Indebtedness may, at the option of Mortgagee (exercised in accordance with the terms of the Facility Agreement), be immediately declared to be due and payable and subject to foreclosure hereunder.

5.1.8 Without in any way limiting the effectiveness of the foregoing provisions, if Mortgagor receives any Hydrocarbon Proceeds which under this Article V are payable to Mortgagee, the Mortgagor shall hold the same in trust and remit such proceeds, or cause them to be remitted, immediately, to Mortgagee.

5.2 Application of Proceeds. All payments received by Mortgagee pursuant to this Article V attributable to the interest of Mortgagor in and to the Hydrocarbons shall be applied as provided under the Facility Agreement.

5.3 Mortgagor's Payment Duties. Nothing contained herein will limit Mortgagor's absolute duty to make payment of the Secured Indebtedness regardless of whether the proceeds assigned by this Article V are sufficient to pay the same, and the receipt by Mortgagee of Hydrocarbon Proceeds under this Mortgage will be in addition to all other security now or hereafter existing to secure payment of the Secured Indebtedness.

5.4 Liability of Mortgagee. Mortgagee is hereby absolved from all liability for failure to enforce collection of any of such Hydrocarbon Proceeds, and from all other responsibility in connection therewith except the responsibility to account to Mortgagor for proceeds actually received by Mortgagee.

5.5 Actions to Effect Assignment. Mortgagee shall not be required at any time, as a condition to its right to obtain the Hydrocarbon Proceeds, to warrant its title thereto or to make any guaranty whatsoever. In addition, the Mortgagor covenants to provide to Mortgagee the name and address of every such remitter of Hydrocarbon Proceeds, together with a copy of the applicable division orders, transfer orders, sales contracts and governing instruments. All expenses incurred by the Mortgagee in the collection of said proceeds shall be repaid promptly by Mortgagor; and prior to such repayment, such expenses shall be a part of the Secured Indebtedness secured hereby.

5.6 Power of Attorney. Without limitation upon any of the foregoing, Mortgagor hereby designates and appoints the Mortgagee as true and lawful agent and attorney-in-fact (with full power of substitution, either generally or for such periods or purposes as Mortgagee may from time to time prescribe), with full power and authority, for and on behalf of and in the name of Mortgagor, to execute, acknowledge and deliver all such division orders, transfer orders, certificates and other documents of every nature, with such provisions as may from time to time, in the opinion of Mortgagee, be necessary or proper to effect the intent and purpose of the assignment contained in this Article V; and Mortgagor shall be bound thereby as fully and effectively as if the Mortgagor had personally executed, acknowledged and delivered any of the foregoing orders, certificates or documents. The power of attorney conferred by this Section 5.6 is granted for valuable consideration and coupled with an interest and is irrevocable until Security Termination. All persons dealing with Mortgagee, or any substitute, shall be fully protected in treating the powers and authorities conferred by this Section 5.6 as continuing in full force and effect until advised by Mortgagee that Security Termination has occurred.

5.7 INDEMNIFICATION. MORTGAGOR AGREES TO INDEMNIFY MORTGAGEE AND THE OTHER CREDIT PARTIES AGAINST ALL CLAIMS , ACTIONS , LIABILITIES, JUDGMENTS, COSTS, ATTORNEYS FEES OR OTHER CHARGES OF WHATSOEVER KIND OR NATURE (HEREAFTER REFERRED TO AS "CLAIMS") MADE AGAINST OR INCURRED BY MORTGAGEE OR ANY OF THE OTHER CREDIT PARTIES AS A CONSEQUENCE OF THE ASSERTION THAT MORTGAGEE OR SUCH OTHER CREDIT PARTY RECEIVED HYDROCARBONS OR HYDROCARBON PROCEEDS PURSUANT TO THIS MORTGAGE OR PURSUANT TO ANY RIGHT TO COLLECT PROCEEDS DIRECTLY FROM ACCOUNT DEBTORS WHICH ARE CLAIMED BY THIRD PERSONS; PROVIDED THAT SUCH INDEMNITY SHALL NOT BE AVAILABLE TO THE EXTENT THAT SUCH CLAIMS ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MORTGAGEE. THE LIABILITIES OF MORTGAGOR AS SET FORTH IN THIS SECTION 5.7 WILL SURVIVE THE TERMINATION OF THIS MORTGAGE.

ARTICLE VI
Event of Default; Enforcement of Mortgage

6.1 Events of Default. An "Event of Default" under, and as defined in, the Facility Agreement or under any other Secured Document shall be an Event of Default under this Mortgage.

6.2 Remedies. If an Event of Default shall occur and be continuing, and has not been waived by Mortgagee, Mortgagee may, at its sole option and discretion, subject to any mandatory requirements or limitations of applicable law then in force, and to the provisions of this Mortgage, the Facility Agreement and the other Secured Documents, take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgage Property, including but not limited to the following:

6.2.1 Foreclosure and Sale. If an Event of Default shall occur and be continuing, Mortgagee shall have the right and option to proceed with foreclosure and to sell, to the extent permitted by applicable law, all or any portion of the Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places in otherwise such manner and upon such notice as may be required by applicable law, and to make conveyance to the purchaser or purchasers. Where the Mortgaged Property is situated in more than one jurisdiction, notice as above provided shall be posted and filed in all such jurisdictions (if such notices are required by applicable law), and all such Mortgaged Property may be sold in any such jurisdiction and any such notice shall designate the jurisdiction where such Mortgaged Property is to be sold. Nothing contained in this

Article VI shall be construed so as to limit in any way Mortgagee's rights to sell the Mortgaged Property, or any portion thereof, by private sale if, and to the extent that, such private sale is permitted under the applicable law or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. 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. At any such sale: (i) whether made under the power herein contained or any other legal enactment, or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for Mortgagee to have physically present, or to have constructive possession of, the Mortgaged Property (Mortgagor hereby covenanting and agreeing to deliver to Mortgagee any portion of the Mortgaged Property not actually or constructively possessed by Mortgagee immediately upon demand by Mortgagee) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, and (ii) to the extent and under such circumstances as are permitted by applicable law, Mortgagee may be a purchaser at any such sale, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the Secured Indebtedness (in the order of priority set forth in the Facility Agreement) in lieu of cash payment. In connection with any sale, Mortgagor hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any applicable law now existing or hereafter adopted and agrees that 10 days prior written notice of the time and place of any such sale or other intended disposition of any of the Mortgaged Property constitutes "reasonable notification" within the meaning of the UCC, except that shorter or no notice shall be reasonable as to any Mortgaged Property which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market; or (vii) pursue such other remedies as Mortgagee may have under applicable law, including, without limitation, as a secured party under the UCC.

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

6.2.3 Judicial Foreclosure; Receivership. If any Event of Default shall occur and be continuing, Mortgagee shall have the right and power to proceed, where permitted by applicable law, by a suit or suits in equity or at applicable law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property under the order of a court or courts of competent jurisdiction or under ordinary or executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy.

6.2.4 Foreclosure for Installments. If an Event of Default shall have occurred and be continuing, Mortgagee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Secured Indebtedness which have not been paid when due through the courts in satisfaction of the matured but unpaid portion of the Secured Indebtedness as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest due; such sale may be made subject to the unmatured portion of the Secured Indebtedness, and any such sale shall not in any manner affect the unmatured portion of the Secured Indebtedness, but as to such unmatured portion of the Secured Indebtedness this Mortgage shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that upon the occurrence of and during the continuance of an Event of Default, several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Secured Indebtedness, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Secured Indebtedness without exhausting the power to foreclose and sell the Mortgaged Property for any subsequently maturing portion of the Secured Indebtedness.

6.2.5 Separate Sales. Upon the occurrence of and during the continuance of an Event of Default, the Mortgaged Property may be sold in one or more parcels and, to the extent permitted by applicable law, in such manner and order, and for cash, upon credit or for future delivery, at such price or prices as Mortgagee may deem satisfactory, all as Mortgagee may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales. Mortgagee shall incur no liability as a result of the sale of the Mortgaged Property, or any part thereof, at any private or public sale pursuant to this Mortgage conducted in accordance with the requirements of applicable law. Mortgagor hereby agrees that in respect of any sale of any of the Mortgaged Property pursuant to the terms hereof, Mortgagee is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable law, or in order to obtain any required approval of the sale or of the purchaser by any governmental authority or official, and Mortgagor further agrees that such compliance shall not, in and of itself, result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall Mortgagee be liable or accountable to Mortgagor for any discount allowed by reason of the fact that such Mortgaged Property is sold in compliance with any such limitation or restriction.

6.2.6 Possession of Mortgaged Property. To the extent permitted by applicable law, Mortgagor agrees to the full extent that, in case one or more Events of Default shall have occurred and be continuing, then, and in every such case, Mortgagee shall have the right and power to enter into and upon and take possession of all or any part of the Mortgaged Property subject to and as permitted by applicable law in the possession of Mortgagor, its successors or assigns, or its or its agents or servants, and may exclude Mortgagor, its successors or assigns, and all persons claiming under Mortgagor, and its agents or servants (subject to any of Mortgagor's rights or its agents' under any applicable non-disturbance/quiet enjoyment or other similar agreements entered into by Mortgagee in favor of such person) wholly or partly therefrom; and, holding the same, Mortgagee may use, administer, manage, operate and control the Mortgaged Property and conduct the business thereof to the same extent as Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of Mortgagor, in the name, place and stead of Mortgagor, or otherwise as Mortgagee shall deem best. Mortgagee reserves the right to appoint or petition for the appointment of a receiver or keeper to exercise all rights and powers of Mortgagee as provided in this <u>Article VI</u> or under applicable law.

6.2.7 <u>Remedies Cumulative, Concurrent and Nonexclusive</u>. Every right, power and remedy herein given to Mortgagee shall be cumulative and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, at applicable law or by statute (including specifically those granted by the UCC in effect and applicable to the Mortgaged Property or any portion thereof) each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order (and/or concurrently) as may be deemed expedient by Mortgagee, and the exercise, or the beginning of the exercise, of any such right, power or remedy shall 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 shall 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.

6.2.8 <u>No Release of Secured Indebtedness</u>. Neither Mortgagor nor any other Person hereafter obligated for payment of all or any part of the Secured Indebtedness shall be relieved of such obligation by reason of (a) the failure of Mortgagee to foreclose the lien of this Mortgage or to enforce any provision hereunder or under the Facility Agreement; (b) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or interest therein or the addition of any other property to the Mortgaged Property; (c) any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending, renewing, rearranging or in any other way modifying the terms of this Mortgage without first having obtained the consent of, given notice to or paid any consideration to Mortgagor or such other Person, and in such event Mortgagor and all such other Persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee; or (d) by any other act or occurrence, in each case, save and except the Security Termination.

6.2.9 <u>Release of and Resort to Collateral</u>. Mortgagee may release, regardless of consideration, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by this Mortgage or its stature as a first and prior lien and security interest in and to the Mortgaged Property, and without in any way releasing or diminishing the liability of any person or entity liable for the repayment of the Secured Indebtedness. For payment of the Secured Indebtedness, Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect, subject to the terms of and in accordance with the Secured Documents.

6.2.10 <u>Waiver of Redemption, Notice and Marshalling of Assets, Etc</u>. To the fullest extent permitted by applicable law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to Mortgagor by virtue of any present or future moratorium law or other applicable law exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisement which, at Mortgagee's option, may be exercised at the time of the entry of the foreclosure judgment or any time prior thereto, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment; (b) all notices of any Event of Default or of Mortgagee's intention to accelerate maturity of the Secured Indebtedness or of Mortgagee's election to exercise or its actual exercise of any right, remedy or recourse, in each case, unless otherwise required by the terms of this Mortgage, the Facility Agreement or the other Secured Documents; and (c) any right to a marshalling of assets or a sale in inverse order of alienation. If any applicable law referred to in this Mortgage 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 applicable law shall thereafter be deemed not to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof; provided, however, that if the applicable law of any state do not permit the redemption period to be waived, the redemption period is specifically reduced to the minimum amount of time allowable by statute.

6.2.11 Discontinuance of Proceedings. In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder, under the Facility Agreement or under any Project Document or Secured Document and shall thereafter elect to discontinue or abandon same for any reason, Mortgagee shall have the unqualified right so to do and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Secured Indebtedness, this Mortgage, the Facility Agreement, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if same had never been invoked.

6.2.12 Application of Proceeds. The proceeds of any sale of the Mortgaged Property or any part thereof received by Mortgagee in any proceedings for the enforcement of this Mortgage, in whole or in part, shall be applied in accordance with the order of priority set forth in the Security Trust Deed.

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

6.2.14 Powers of Attorney. Mortgagor hereby grants unto Mortgagee the powers of attorney to act for and on behalf of Mortgagor in all transactions of Mortgagor with any federal or state governmental agency, body or other authority relating to any of the Mortgaged Property; provided, however, that the foregoing powers of attorney shall only be exercised during the existence and continuance of an Event of Default. The powers of attorney conferred by this Section 6.2.14 are granted for valuable consideration and coupled with an interest and are irrevocable until Security Termination.

6.3 Additional and Supplemental Louisiana Remedies.

6.3.1 Keeper. In the event the Mortgaged Property, or any part thereof, is seized as an incident to an action for the recognition or enforcement of this Mortgage by executory process, ordinary process, sequestration, writ of *fieri facias* or otherwise, Mortgagor and Mortgagee agree that the court issuing any such order shall, if petitioned for by Mortgagee, direct the applicable sheriff to appoint as a keeper of the Mortgaged Property, Mortgagee or any agent designated by Mortgagee or any person named by Mortgagee at the time such seizure is effected. This designation is pursuant to Louisiana Revised Statutes 9:5131, *et seq.*, and 9:5136, *et seq.*, 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 Mortgaged Property, a reasonable fee as approved by the court, which shall be included as Secured Indebtedness 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.

6.3.2 Other Waivers.

(a) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Mortgaged Property to be seized and sold by ordinary or 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.

(b) The Mortgagor hereby expressly waives: (i) the benefit of appraisement provided in Louisiana Code of Civil Procedure Articles 2332, 2336, 2723 and 2724 and all other applicable law conferring the same; (ii) to the extent permitted by applicable law, the notice of seizure provided by Louisiana Code of Civil Procedure Articles 2293 and 2721; (iii) the three (3) days delay provided by Louisiana Code of Civil Procedure Article 2331; and (iv) the benefit of the other provisions of Louisiana Code of Civil Procedure Articles 2331, 2722 and 2723.

(c) Confession of Judgment. For purposes of foreclosure under Louisiana's executory process procedures, Mortgagor hereby acknowledges and confesses judgment in favor of Mortgagee and the Credit Parties for the full amount of the Secured Indebtedness.

(d) Authentic Evidence. Any and all declarations of fact made by authentic act before a notary public in the presence of two witnesses by a person declaring that such facts lie within his or her knowledge, shall constitute authentic evidence of such facts for the purpose of executory process. The Mortgagor specifically agrees that such an affidavit by a representative of Mortgagee as to the existence, amount, terms and maturity of the Secured Indebtedness and/or of an Event of Default shall constitute authentic evidence of such facts for the purpose of the State of Louisiana's executory process procedures.

ARTICLE VII
Miscellaneous

7.1 Instrument Construed as Mortgage, Etc. This Mortgage may be construed as a mortgage, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the liens and security interests created herein and granted hereby and the purposes and agreements herein set forth.

7.2 Release of Mortgage. Upon Security Termination, at the request of Mortgagor, Mortgagee shall forthwith cause a release of this Mortgage to be entered upon the record at the expense of Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and release as may be appropriate. Otherwise, this Mortgage shall remain and continue in full force and effect. No release of any part of the Mortgaged Property shall in any way alter, vary or diminish the force or effect of, or the liens or security interests created under, this instrument on the balance of the Mortgaged Property. Notwithstanding any provision in this Mortgage to the contrary, if any of the Collateral or Mortgaged Property shall be sold, transferred or otherwise disposed of by Mortgagor in a transaction permitted under this Mortgage, the Facility Agreement or the other Secured Documents, then Mortgagee, at the request and sole cost and expense of Mortgagor, shall execute and deliver to Mortgagor all releases, re-conveyances or other documents necessary or reasonably desirable for the release of the Liens and security interest created hereby on such Collateral or Mortgaged Property permitted to be so sold or disposed.

7.3 No Waiver. All options and rights of election herein provided for the use and benefit of the Mortgagee are continuing, and the failure to exercise any such option or right of election upon a particular default or breach or upon any subsequent default or breach shall not be construed as waiving the right to exercise such option or election at any later date. By the acceptance of payment of any Secured Indebtedness after its due date, Mortgagee does not waive the right either to require prompt payment when due of all other sums so secured or to regard as a default failure to pay any other sums due which are secured hereby. No exercise of the rights and powers herein granted and no delay or omission in the exercise of such rights and powers shall be held to exhaust the same or be construed as a waiver thereof, and every such right and power may be exercised at any time and from time to time.

7.4 Notices, Etc. (a) All notices, demands, requests, consents and other communications provided for in this Mortgage shall be given in writing, or by any telecommunication device capable of creating a written record (including electronic mail), and addressed to the party to be notified as follows.

(i) if to Mortgagor:

OGOG (Castile) LLC
201 Saint Charles Avenue, Ste. 5100
New Orleans, LA 70170

(ii) if to Mortgagee:

Deutsche Bank Trust Company Americas, acting as US Security Agent,

Address: Trust and Securities Services
1 Columbus Circle, 4th Floor
Mail Stop: NYC01-0417
New York, NY 10019
Attention: Project Finance Agency Services – OGOG (OTWAY) HOLDINGS PTY LTD AND GOM 1 HOLDINGS INC AA8913

Email: james-a.briggs@db.com; elissa.sin@db.com; Raymond.williams@db.com; thalia.delehayes@db.com; gds.loanadministration@db.com

or at such other address as shall be notified in writing by a party to the other party.

(b) All notices, demands, requests, consents and other communications described in this Section 7.4 shall be effective (i) if delivered by hand, including any overnight courier service, upon personal delivery, (ii) if delivered by mail, when deposited in the mails, and (iii) if delivered by electronic mail or any other telecommunications device, when transmitted to an electronic mail address (or by another means of electronic delivery) as provided in Section 7.4(a); *provided*, *however*, that notices and communications to Mortgagee shall not be effective until received by Mortgagee.

7.5 Severability. If any provision of this Mortgage is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of Mortgagee in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

7.6 Waiver by Mortgagee. Any and all covenants in this Mortgage may from time to time by instrument in writing by the Mortgagee (as may be permitted by and in accordance with the Security Trust Deed), be waived to such extent and in such manner as the Mortgagee may desire, but no such waiver will ever affect or impair the Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

7.7 Successors and Assigns. The term "Mortgagee" as used herein shall mean and include any legal owner, holder, assignee or pledgee of any of the Secured Indebtedness secured hereby. The terms used to designate Mortgagee and Mortgagor shall be deemed to include the respective heirs, legal representatives, successors and assigns of such parties.

7.8 Counterpart Signatures; Redacted Exhibit A.

(a) Execution in Counterparts; Entire Agreement. This Mortgage may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by telecopier or other form of electronic transmission of an executed counterpart of a signature page to this Mortgage shall be effective as delivery of an original executed counterpart of this Mortgage. This Mortgage and the other Secured

Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

(b) Redacted Exhibit A. When this Mortgage is recorded in a particular jurisdiction it may have attached to it only the division or subdivisions of Exhibit A that contain descriptions of Mortgaged Property located in such jurisdiction. Notwithstanding the foregoing, a Mortgage with a complete Exhibit A attached thereto, that includes the descriptions of all Mortgaged Property in all jurisdictions, shall be filed of record, in the relevant mortgage and other records, in at least one parish in the State of Louisiana in which some or all of the Oil and Gas Leases are located or to which parish one or more of such Oil and Gas Leases is considered to be adjacent. Whenever a recorded Mortgage contains less than all of the divisions of Exhibit A, the descriptions contained in the omitted divisions are hereby incorporated into said recorded Mortgage by reference.

7.9 Governing Law. NOTWITHSTANDING ANYTHING IN THE FACILITY AGREEMENT OR THE SECURITY TRUST DEED OR ANY OTHER SECURED DOCUMENTS TO THE CONTRARY, INSOFAR AS PERMITTED BY OTHERWISE APPLICABLE LAW, THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF LOUISIANA (WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES); provided, however, that, with respect to any portion of the Mortgaged Property located outside of the State of Louisiana, the laws of the place in which such Mortgaged Property is located in, or offshore adjacent to (and state law made applicable as a matter of Federal law), shall apply to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of Liens and enforcement of rights and remedies against such portion of the Mortgaged Property as is located in, or adjacent to, such other state.

7.10 Governing Agreement; Conflicting Terms. This Mortgage is made pursuant and subject to the terms and provisions of the Facility Agreement. In the event of a direct conflict between the terms and provisions of this Mortgage and those of the Facility Agreement, the terms and provisions of the provisions of this Mortgage shall be controlling as necessary to create, preserve and/or maintain a valid lien and/or security interest upon the Mortgaged Property, and/or to enforce such lien and/or security interest upon the Mortgaged Property and/or this Mortgage, otherwise the provisions of the Facility Agreement shall be controlling. The indemnification and releases contained in this Mortgage are in addition to any indemnification or releases contained in the Facility Agreement or in any other Secured Document.

7.11 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."

7.12 Waiver and Release of Notary. Mortgagor and Mortgagee hereby waive the production of mortgage, conveyance, tax, paving, assignment of accounts receivable and other certificates and relieve and release the Notary Public(s) before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

7.13 No Paraph. Mortgagor acknowledges that no promissory note or other instrument has been presented to the undersigned Notary Public(s) to be paraphed for identification with this Mortgage.

7.14 Consent of Mortgagee. In accordance with the provisions of Louisiana Civil Code Article 3289, Mortgagee's acceptance of this Mortgage is not required to be evidenced by a signature on this Mortgage, and Mortgagor acknowledges that Mortgagee's acceptance of this Mortgage is presumed to be a part of the overall transaction pertaining to the Secured Indebtedness.

7.15 Reliance on Mortgagee Certificates. Notwithstanding any reference herein to the Facility Agreement or other Secured Documents, no third party shall be obligated to inquire as to whether any term or condition set forth therein has occurred but shall be entitled to rely upon the certificate of the Mortgagee as to all events, including but not limited to the occurrence of an Event of Default and the right of the Mortgagee to enforce this Mortgage.

7.16 Recording. Mortgagor will promptly and at the Mortgagor's expense, record, register, deposit and file this Mortgage, and every other instrument in addition or supplemental hereto, in such offices and places and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest hereof as a first lien and security interest on real or personal property, immovable or movable property, whether tangible or intangible or corporeal or incorporeal, and to preserve and protect the rights and remedies of the Mortgagee hereunder or under applicable laws, and otherwise will do and perform all matters or things necessary or expedient to be done or observed by reason of any law or regulation of any state or of the United States or of any other competent authority, for the purpose of effectively creating, maintaining and preserving the first priority lien position and security interest hereof on the Mortgaged Property. In this connection, and at the sole option of the Mortgagee but at the Mortgagor's expense, the Mortgagee may record, register, deposit and file this Mortgage and every other instrument in addition or supplemental hereto in such offices and places and at such times and as often as may be necessary as determined in Mortgagee's sole determination.

7.17 Financing Statements; Fixture Filing and As-Extracted Collateral Filing. This Mortgage, attached as Exhibit A to a UCC-1 Financing Statement (a) covers all goods which are to become fixtures included within the Mortgaged Property, and (b) shall also be effective as a financing statement covering As-Extracted Collateral, including minerals or the like (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 UCC, and is to be filed or filed for record in the appropriate UCC records of the Clerk of Court any Louisiana parish for indexing in the central UCC registry with the Louisiana Secretary of State. Pursuant to the UCC, the Mortgagor irrevocably authorizes the Mortgagee, its counsel or its representative, at any time and from time to time, to file or record financing statements, continuation statements, amendments thereto and other filing or recording documents or instruments with respect to the Mortgaged Property without the signature of the Mortgagor in such form and in such offices as the Mortgagee reasonably determines appropriate to perfect the security interests of the Mortgagee under this Mortgage. In addition, Mortgagor shall execute, deliver to Mortgagee, and file, upon Mortgagee's request, any financing statements or amendments thereof or continuation statements thereto that Mortgagee may require to perfect a security interest in the Mortgaged Property. Mortgagor shall pay all costs of filing such instruments. In that regard, the following information is provided:

Name, Address of Mortgagee, as secured party:

Deutsche Bank Trust Company Americas, as US Security Agent
Trust and Securities Services
1 Columbus Circle, 4th Floor
Mail Stop: NYC01-0417
New York, NY 10019

Name, Address of Mortgagor, as debtor:

OGOG (Castile) LLC
201 Saint Charles
Avenue, Ste. 5100
New Orleans, LA 70170

For purposes of any such UCC filing, Mortgagor is the owner of record of the real estate or interests in the real estate or immovable property comprising the Mortgaged Property.

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

7.19 Additional Mortgagee Terms.

(a) It is expressly understood and agreed that (i) any reference to the Mortgagee in this Mortgage or in any other Secured Document shall be construed as a reference to the Collateral Agent acting in the capacity as US Security Agent for and on behalf of the Credit Parties and in accordance with the terms of and pursuant to the Facility Agreement and/or the Security Trust Deed and/or any other applicable Secured Document, and (ii) this Mortgage is accepted by Deutsche Bank Trust Company Americas, not individually or personally but solely as Collateral Agent in the exercise of the powers and authority conferred and vested in it hereunder and under the Facility Agreement and/or the Security Trust Deed and/or any other Secured Document. In connection with this Mortgage, to the extent not already provided for herein, the Mortgagee shall be entitled to the benefit of every provision of each of the Facility Agreement, the Security Trust Deed and the other Secured Documents limiting the liability of or affording rights, privileges, protections, exculpations, immunities, indemnities or benefits to the Collateral Agent as if they were each expressly set forth herein *mutatis mutandis*. In the case of any reference herein to the giving of any consent, approval or direction, or the taking or omission of taking any action, by the Mortgagee, it is understood that in all cases the Mortgagee shall only take such action under this Mortgage in accordance with the terms of the Security Trust Deed. In the case of a conflict between this Mortgage and the Security Trust Deed, the Security Trust Deed shall govern the liabilities, rights, privileges, protections, exculpations, immunities, indemnities, benefits, and obligations of the Mortgagee.

(b) The permissive authorizations, entitlements, powers and rights (including the right to request that Mortgagor take an action or deliver a document and the exercise of remedies following the occurrence and continuance of an Event of Default) granted to Mortgagee herein shall not be construed as duties. Notwithstanding anything to the contrary contained herein or under any applicable law, Mortgagee shall have no responsibility for (i) preparing, recording, filing, re-recording, or re-filing any financing statement, perfection statement, continuation statement or other instrument in any public office or for otherwise ensuring the perfection or maintenance of any security interest granted pursuant to, or contemplated by, this Mortgage; (ii) taking any necessary steps to preserve rights against any parties with respect to the Mortgaged Property; or (iii) taking any action to protect against any diminution in value of the Mortgaged Property. In the event that Mortgagee is required to acquire title to an asset for any reason, or take any managerial action of any kind in regard thereto, in order to carry out any remedy or obligation for the benefit of another, which in Mortgagee's sole discretion may cause Mortgagee to be considered an "owner or operator" under any environmental laws or otherwise cause Mortgagee to incur, or be exposed to, any environmental liability or any liability under any other federal, state or local law, Mortgagee reserves the right, instead of taking such action, either to resign as Mortgagee or to arrange for the transfer of the title or control of the asset to a court appointed receiver. Mortgagee will not be liable to any person for any environmental liability or any environmental claims or contribution actions under any federal, state or local law, rule or regulation by reason of Mortgagee's actions and conduct as authorized, empowered and directed hereunder or relating to any kind of discharge or release or threatened discharge or release of any hazardous materials into the environment.

(c) The Mortgagee enters into this Mortgage as trustee of the US Security Trust established under the Security Trust Deed.

7.20 Express Subordination. Reference is made to that certain Subordination, Non-Disturbance and Attornment Agreement with Producer Lender dated on or about the date hereof, by and among OGOG (Castile) LLC, Salamanca Infrastructure LLC, Salamanca Infrastructure Finance LLC, Salamanca FPS Infra, LLC, Salamanca OGL Infra, LLC and Deutsche Bank Trust Company Americas, as US Security Agent, (solely for purposes of this Section 7.20, the "Subordination Agreement"). Notwithstanding anything herein to the contrary, the lien and security interest granted to Mortgagee pursuant to this Mortgage and the exercise of any right or remedy under this Mortgage are subject to the provisions of the Subordination Agreement. The liens and security interests of this Mortgage shall additionally be subordinate to the Facilities Lien. In the event of a conflict or inconsistency between the provisions of the Subordination Agreement and this Mortgage, the provisions of the Subordination Agreement shall control. Further, to the extent applicable or required by public records filings, including without limitation those identified in Exhibit B (attached hereto and made a part hereof by reference), and any contracts identified in such public records filings, this Mortgage is expressly subject to and subordinate to the contracts identified in such public records filings (including without limitation those contracts identified in Exhibit B) and any transferee as a result of this Mortgage agrees to be bound by the terms and conditions of such contracts.

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Signature Page Follows]

THUS DONE AND PASSED this 25th day of June 2026, to be effective as of the Effective Date, in my presence and in the presence of the undersigned competent witnesses who hereunto sign their names with Mortgagor, and me, Notary, after due reading of the whole.

WITNESSES:

____
Sign above and print name below
Cecilia Wang

____
Sign above and print name below
Chris Rogowski

MORTGAGOR:
OGOG (Castile) LLC,
a Delaware limited liability company

By:______________________________
Name: Marco Argentieri
Title: Vice President

____
Notary Public

NICOLE A. LO PICCOLO
Notary Public, State of New York
No. 01S06053513
Qualified in Nassau County
Certificate filed in New York County
Commission Expires January 8, 2027

EXHIBIT A

PREAMBLE

The capitalized terms used but not defined in this Exhibit A are used as defined in the Mortgage.

Exhibit A Definitions. For all purposes of this Exhibit A, the following terms shall have the indicated meanings:

"Unit" means a unit, pool, or communitized area described or referred to in this Exhibit A.

"Well" means any existing oil or gas well, salt water disposal well, injection well, water supply well or any other well located on, bottomholed under or related to the Mortgaged Property or any well which may hereafter be drilled and/or completed on any of the Mortgaged Property, or any facility or equipment in addition to or replacement of any well, including a well producing or capable of producing oil and/or gas that is described or referred to in this Exhibit A.

Scope and Format of Descriptions.

With respect to each of the Oil and Gas Leases, the description includes the Oil and Gas Lease, the date, the Lessor, the Lessee, the recording information, the governmental (state or federal) serial number assigned to the lease (if applicable), and a either a description of the lands covered by the Oil and Gas Lease or reference to an instrument of record where such a description may be found. If the recorded instrument is a short form of memorandum of an Oil and Gas Lease, the term "Oil and Gas Lease" or "Lease" shall be deemed to include all of the terms and provisions of the Oil and Gas Lease referred to in such short form or memorandum.

Certain property descriptions may be abbreviated to Areas and Blocks on the Outer Continental Shelf and to aliquot parts of such Blocks. In such descriptions, the following terms may be abbreviated as follows:

Northwest Quarter	NW or NW/4;
Southwest Quarter	SW or SW/4;
Southeast Quarter	SE or SE/4;
Northeast Quarter	NE or NE/4;
North Half	N/2;
South Half	S/2;
East Half	E/2;
West Half	W/2

In the case of certain federal and state Oil and Gas Leases, the interests set forth may be in the nature of either record title or operating rights.

A description of land or other premises or of an Area and Block does not necessarily signify that Mortgagor owns the entire interest in the relevant Oil and Gas Lease as to all of such land or other premises or Area and Block or as to all depth intervals. The statement of a Working Interest and a Net Revenue Interest for a Well or Unit does not necessarily signify that Mortgagor owns the same applicable Oil and Gas Lease as to the areas or depth intervals not attributable to the Well or Unit.

The statement of a Working Interest and a Net Revenue Interest with respect to a Well or Wells signifies that Mortgagor owns that Working Interest and Net Revenue Interest in the Well or Wells with respect to the intervals in which the Well or Wells are currently completed, and, unless otherwise stated, excludes a unitized area or formation, if any, included within a Unit which is also described in this Exhibit A.

Each Well or Unit with respect to which the Working Interest and Net Revenue Interest of Mortgagor is stated is described as follows: (i) each Well is described by reference to the Well name given to the Well in Mortgagor's records, which may or may not be the name stated in the records of the applicable state or federal regulatory authority, and (ii) each Unit is described by the name by which such Unit is referred to in Mortgagor's records, which may or may not be the name used (if a name is used) or number ascribed in the instrument creating such Unit.

The matters to which any Oil and Gas Lease, Well or Unit described in this Exhibit A are stated to be subject within a given prospect may burden any Oil and Gas Lease, Well, or Unit described in this Exhibit within the same prospect.

Any reference in this Exhibit A to Oil and Gas Leases, Wells or Units is for warranty of interest, administrative convenience, and identification and shall not limit or restrict the right, title, interest or Mortgaged Property covered by this Mortgage. All rights, titles, and interests of Mortgagor in the Property described herein are and shall be subject to this Mortgage, regardless of the presence of any Units or Wells not described herein.

DESCRIPTIONS

Owner	Lease	Area	Block	Lessor	Lessee	Effective Date	Description
OGOG (Castile) LLC	G36077	Keathley Canyon	736	United States of America	LLOG Exploration Offshore, L.L.C.	8/1/2017	All of Block 736, Keathley Canyon, OCS Official Protraction Diagram, NG 15-05, containing approximately 5,760.00 acres, more or less

EXHIBIT B

Memorandum of Agreement, effective April 29, 2022, by and among Beacon Offshore Energy Castile LLC and Beacon Offshore Energy Leon LLC, Southeast Keathley Canyon Pipeline Company, L.L.C., and LLOG Exploration Offshore, L.L.C. recorded on: (i) June 13, 2022, under Instrument No. 352293, in the Conveyance Records of Camron Parish, Louisiana, Louisiana, and (ii) June 14, 2022, under Instrument No. 2022005117, in the Conveyance records of Vermilion Parish, Louisiana.

Memorandum of Agreement, effective April 29, 2022, by and among Beacon Offshore Energy Castile LLC and Beacon Offshore Energy Leon LLC, Poseidon Pipeline Company, L.L.C., and LLOG Exploration Offshore, L.L.C., recorded on: (i) June 13, 2022, under Instrument No. 352296, in the Conveyance Records of Camron Parish, Louisiana, Louisiana, and (ii) June 14, 2022, under Instrument No. 2022005121, in the Conveyance records of Vermilion Parish, Louisiana.

Recordable Memorandum of Agreements, effective April 29, 2022, by and among Salamanca Infrastructure LLC, Salamanca Infrastructure Finance LLC, Salamanca FPA Infra, LLC, Salamanca OGL Infra, LLC, LLOG Exploration Offshore, L.L.C., LLOG Leon Development Company, L.L.C., Repsol Oil & Gas Gulf of Mexico, LLC, and Beacon Offshore Energy Leon LLC, recorded on: (i) September 8, 2022, under Instrument No. 352904, in the Conveyance Records of Camron Parish, Louisiana, Louisiana, and (ii) September 8, 2022, under Instrument No. 2022007571, in the Conveyance records of Vermilion Parish, Louisiana.

Recordable Memorandum of Agreements, effective April 29, 2022, by and among Salamanca Infrastructure LLC, Salamanca Infrastructure Finance LLC, Salamanca FPA Infra, LLC, Salamanca OGL Infra, LLC, LLOG Exploration Offshore, L.L.C., LLOG Castile Development Company, L.L.C., LLOG Deepwater Development IV, L.L.C., Repsol Oil & Gas Gulf of Mexico, LLC, and Beacon Offshore Energy Castile LLC, recorded on: (i) September 8, 2022, under Instrument No. 2022007572, in the Conveyance records of Vermilion Parish, Louisiana

<u>**EXHIBIT C**</u>

<u>RESOLUTIONS</u>

Please see attached.

WRITTEN CONSENT AND CERTIFICATE
OF THE SOLE MEMBER OF
OGOG (CASTILE) LLC

The undersigned, being the sole member ("Sole Member") of OGOG (Castile) LLC, a Delaware limited liability company (the "Company"), acting pursuant to the authority of the Delaware Limited Liability Company Act and the provisions of the Company's Amended and Restated Limited Liability Company Agreement dated as of March 29, 2024, does hereby adopt the following resolutions by signing and certifying its written consent hereto.

WHEREAS, the Sole Member of the Company has determined that it is advisable and in the best interest of the Company to guaranty borrowings under a Syndicated Facility Agreement to be entered into (the "Loan Facility") on the terms and conditions set forth therein and in other documents and instruments associated therewith (collectively, the "Loan Documents") and to grant a mortgage and security interests pursuant to one or more Loan Documents, including without limitation an act of mortgage, (collectively, the "Mortgage and Security Interests") on immovable and movable property owned by the Company in the Gulf of America adjacent to Cameron, Vermilion, and Lafourche Parishes, Louisiana (the "Properties") as security in connection with the Loan Facility.

APPROVAL OF MORTGAGE AND SECURITY AGREEMENT

NOW, THEREFORE, BE IT RESOLVED that the Sole Member hereby authorizes and approves the Company entering into and delivering for recordation the Mortgage and Security Interests and the execution, delivery, and performance of all other documents relating to the same, in all respects and which may include, without limitation, applicable Louisiana security clauses that are usual and customary for the Mortgage and Security Interests, including without limitation, a confession of judgment, waiver of appraisement, pact de non alienando, a waiver of notice and demand, and provisions that the Mortgaged Property and/or Collateral (as such terms are defined in the Mortgage and Security Interests) may be disposed of at public or private sale with or without judicial proceedings; and that each of the Authorized Persons is hereby severally authorized and directed to execute and deliver the Mortgage and Security Interests and any and all other associated Loan Documents, in the name and on behalf of the Company, with such terms and provisions, including without limitation the foregoing, as such Authorized Persons in their sole and absolute discretion may deem necessary or advisable and in the best interests of Company and any other obligors under or pursuant to the Loan Facility, such approval to be conclusively evidenced by such Authorized Person's execution and delivery of the Mortgage and Security Interests and other associated Loan Documents; and that all terms, provisions, and conditions, including without limitation the foregoing, that are included or to be included in the Mortgage and Security Interests and any associated Loan Documents are hereby ratified and approved in all respects.

OTHER ACTS

BE IT FURTHER RESOLVED that the officers of the Sole Member and the Company, each as authorized under their respective operating agreements, be, and hereby are, authorized, empowered and directed to do all other things and acts, to execute and deliver all other instruments, documents, and certificates, and to pay all costs, fees, and taxes as may be, in their sole judgment, necessary, proper, or advisable in order to carry out and comply with the purposes and intent of the foregoing resolutions, and that all of the acts and deeds of the officers of the Sole Member and of the Company that are consistent with the purposes and intent of such resolutions be, and hereby are, in all respects, approved, ratified, confirmed, and adopted as the acts and deeds of the Sole Member and Company.

AUTHORITY

BE IT FURTHER RESOLVED that any of Alastair McGregor, as President of the Company or Marco Argentieri, as Vice President (each an "Authorized Person" and collectively the "Authorized Persons"), has authority to execute and deliver any and all documents in connection with the foregoing and to take any acts as he or she deems proper in consummating the transaction contemplated by the Loan Documents and the Mortgage and Security Interests.

[SIGNATURE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being the Sole Member of the Company, acting pursuant to the authority of the Delaware Limited Liability Company Act and the provisions of the Company's Amended and Restated Limited Liability Company Agreement dated as of March 29, 2024, has duly executed and certified this instrument on 25 June , 2026.

SOLE MEMBER

GOM 1 HOLDINGS INC.

By: ______________________________
Name: Marco Argentieri
Date: