



RECEIVED  
ADJUDICATION SECTION  
MAR 15 2024

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OFFICES:  
Houston, TX  
New Orleans, LA

March 14, 2024

**VIA EMAIL:** [boemadjudication@boem.gov](mailto:boemadjudication@boem.gov)

Bureau of Ocean Energy Management  
Attn: Adjudication  
1201 Elmwood Park Boulevard  
New Orleans, LA 70123-2394

Dear Sir/Madam:

On behalf of QuarterNorth Energy LLC, please find enclosed herein the following documents, which are to be submitted in the Non-Required Filings:

**Category 1:** First Lien Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement by QuarterNorth Energy LLC in favor of JPMorgan Chase Bank, N.A., as Collateral Agent for the benefit of itself and the Other Secured Parties (the "First Lien LA Mortgage").

**Category 3:** UCC-1 Financing Statement re the First Lien LA Mortgage naming Debtor: QuarterNorth Energy LLC in favor of Secured Party: JPMorgan Chase Bank, N.A., as Collateral Agent (the "First Lien LA UCC-1").

The filings represent a mortgage and a financing statement filed in select Louisiana parishes. Please take notice that companion mortgages affecting the properties identified on Annex A hereto have also been filed in Baldwin County, Alabama; Mobile County, Alabama; Jackson County, Mississippi; Hancock County, Mississippi; Harrison County (Biloxi), Mississippi; and Harrison County (Gulfport), Mississippi.

In order that third persons will be put on notice as to the execution and efficacy of the First Lien LA Mortgage and the First Lien LA UCC-1 (and companion mortgages), please file the documents, together with a copy of this letter, in the non-required filings of the Federal Lease Numbers listed on **Annex A** attached hereto.

The filing is accompanied by a receipt evidencing payment of the required service/filing fee via Pay.Gov.

Sincerely,



Jenna L. Wright

Enclosures

**Annex A**

**Federal Lease Numbers**

OCS-G

37467, 34878, 34879, 34966, 34536, 12209, 12210, 11043, 27278, 28021, 28022, 32343, 28030,

32363, 24133, 24134, 24987, 21685

# Plaquemines Parish Recording Page

Kim Turlich-Vaughan  
Clerk of Court  
PO Box 40  
Belle Chasse, LA 70037  
(504) 934-6610

**Received From :**

LOOPER GOODWINE P.C.  
650 POYDRAS STREET  
SUITE 2400  
NEW ORLEANS, LA 70130

**First DEBTOR**

QUARTERNORTH ENERGY LLC

**First SECURED PARTY**

JPMORGAN CHASE BANK NA

**Index Type :** UCC

**FileNumber :** 2024-00000660

**Type of Document :** FINANCING STATEMENT

**Book :** 3824

**Page :** 570

**Recording Pages :** 47

**Recorded Information**

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

On (Recorded Date) : 03/08/2024

At (Recorded Time) : 11:59:19AM



Doc ID - 005990320047

CLERK OF COURT  
KIM TURLICH-VAUGHAN  
Parish of Plaquemines  
I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 03/08/2024 at 11:59:19  
Recorded in Book 3824 Page 570  
File Number 2024-00000660

*Mark J. Poirier, Jr.*  
Deputy Clerk





**STATE OF LOUISIANA  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
UCC-1**

**Important - Read Instructions before filing out form.**

**Follow instructions carefully.**

1. Debtor's exact full legal name - insert only one debtor name (1a or 1b) - do not abbreviate or combine names.

<b>OR</b>	1a Organization's Name <b>QuarterNorth Energy LLC</b>					
	1b Individual's Last Name (and Title of Lineage (e.g. Jr. Sr., III, if applicable))		First Name	Middle Name		
1c Mailing Address <b>333 Clay Street, Suite 3300</b>			City <b>Houston</b>	State <b>TX</b>	Postal Code <b>77002</b>	Country <b>USA</b>
1d Tax ID #: SSN or EIN		Add'l info re Organization Debtor:	1e Type of Organization Limited liability company	1f Jurisdiction of Organization <b>Delaware</b>		1g Organizational ID # if any 5963987 <input type="checkbox"/> None

2. Additional debtor's exact full legal name - insert only one debtor name (2a or 2b) - do not abbreviate or combine names.

<b>OR</b>	2a Organization's Name					
	2b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr. III), if applicable)		First Name	Middle Name		
2c Mailing Address			City	State	Postal Code	Country
2d Tax ID #: SSN or EIN		Add'l info re Organization Debtor:	2e Type of Organization	2f Jurisdiction of Organization		2g Organizational ID #, if any <input type="checkbox"/> None

3. Secured Party's Name (or Name of Total Assignee of Assignor S/P) - insert only one secured party name (3a or 3b)

<b>OR</b>	3a Organization's Name <b>JPMorgan Chase Bank, N.A., as Collateral Agent</b>					
	3b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III), if applicable)		First Name	Middle Name		
3c Mailing Address <b>712 Main Street</b>			City <b>Houston</b>	State <b>TX</b>	Postal Code <b>77002</b>	Country <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

All right, title and interest in and to all of the Debtor's real and personal property defined as the "Collateral" in, and more specifically described in, that certain Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement attached hereto as Annex I (consisting of 45 pages), and by this reference made a part hereof. This Financing Statement, together with Annex I, is a total of 46 pages. This Financing Statement is to be filed in Plaquemines Parish, Louisiana [17557156-102].

5a Check if applicable and attach legal description of real property: ☒ Fixture filing ☒ As-extracted collateral ☐ Standing timber constituting goods  
☐ The debtor(s) do not have an interest of record in the real property (Enter name of an owner of record in 5b)

5b Owner of real property (if other than named debtor)

6a Check only if applicable and check only one box

- ☐ Debtor is a Transmitting Utility. Filing is Effective Until Terminated  
☐ Filed in connection with a public finance transaction. Filing is effective for 30 years

6b Check only if applicable and check only one box

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

7. ALTERNATIVE DESIGNATION (If applicable):

- ☐ CONSIGNEE/CONSIGNOR ☐ LESSEE/LESSOR  
☐ SELLER/BUYER ☐ AG. LIEN ☐ BAILEE/BAILOR  
☐ NON-UCC-FILING

8. Name and Phone Number to contact filer

9. Send Acknowledgment To: (Name and Address)

**Mayer Brown LLP  
700 Louisiana St., Suite 3400  
Houston, TX 77002**

10. The space below is for Filing Office Use Only

11. ☐ CHECK TO REQUEST SEARCH REPORT(S) ON DEBTORS  
(ADDITIONAL FEE REQUIRED) ☐ ALL DEBTORS ☐ DEBTOR1 ☐ DEBTOR2

# ANNEX I

WHEN RECORDED OR FILED,  
PLEASE RETURN TO:  
Mayer Brown LLP  
700 Louisiana Street, Ste 3400  
Houston, TX 77002  
Attn: Karl Brandt  
Phone: 713-238-2735

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Space above for Parish Recorder's Use

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

**FROM  
QUARTERNORTH ENERGY LLC,  
(Organizational ID: 5963987)**

**TO**

**JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent for the benefit of itself and the Other Secured Persons**

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

**THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.**

**THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.**

**THIS INSTRUMENT COVERS PROCEEDS OF MORTGAGED PROPERTY.**

**THIS INSTRUMENT COVERS MINERALS, AS EXTRACTED COLLATERAL AND OTHER SUBSTANCES OF VALUE THAT MAY BE EXTRACTED FROM THE EARTH (INCLUDING, WITHOUT LIMITATION, OIL AND GAS) AND THE ACCOUNTS RELATED THERETO, WHICH WILL BE FINANCED AT THE WELLHEADS OF THE WELL OR WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO. THIS FINANCING STATEMENT MAY BE FILED OR FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS, UNIFORM COMMERCIAL CODE RECORDS OR SIMILAR RECORDS OF THE CLERKS OF COURT OF THE PARISHES LISTED ON THE EXHIBITS HERETO. MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN THE EXHIBITS ATTACHED HERETO.**

**PORTIONS OF THE MORTGAGED PROPERTY ARE GOODS THAT ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN OR REFERRED TO IN THE EXHIBIT HERETO. THIS FINANCING STATEMENT MAY BE FILED FOR RECORD OR RECORDED, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS, UNIFORM COMMERCIAL CODE RECORDS OR SIMILAR RECORDS OF EACH PARISH IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED OR WHICH LIES SHOREWARD OF ANY MORTGAGED PROPERTY (I.E., TO THE EXTENT A MORTGAGED PROPERTY LIES OFFSHORE WITHIN THE PROJECTED SEAWARD EXTENSION OF THE RELEVANT PARISH BOUNDARIES). MORTGAGOR IS THE OWNER OF RECORD INTEREST IN THE REAL ESTATE CONCERNED. THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS OR THE UNIFORM COMMERCIAL CODE RECORDS.**

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Exhibit A Hydrocarbon Interests



**STATE OF TEXAS**

**COUNTY OF HARRIS**

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

BE IT KNOWN, that on the date set forth on the signature page below, but effective for all purposes as of the 4<sup>th</sup> day of March, 2024 (the “Effective Date”), before me, the undersigned Notary Public, duly commissioned and qualified in and for the State of Texas, and in the presence of the undersigned competent witnesses, personally came and appeared:

QUARTERNORTH ENERGY LLC, a Delaware limited liability company (“Mortgagor”), whose employer identification number ends in \*8994, and whose address is c/o Talos Production Inc., 333 Clay St., Suite 3300, Houston, TX 77002, herein represented by its undersigned duly authorized officer, pursuant to resolutions of the Mortgagor, a certified copy of which is attached hereto and made a part hereof;

who, being duly sworn, declared and acknowledged to the undersigned Notary Public, that:

It executes this **MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT** (this “Mortgage”) in favor of **JPMORGAN CHASE BANK, N.A.**, in its capacity as Collateral Agent (as defined in the Credit Agreement (as hereinafter defined), together with its successors and assigns in such capacity, the “Mortgagee”), for its benefit and the benefit of the Other Secured Persons (as hereinafter defined) with respect to all Mortgaged Properties (as hereinafter defined) and with respect to all UCC Collateral (as hereinafter defined).

**RECITALS**

A. Talos Energy, Inc., a Delaware corporation (“Holdings”), Talos Production Inc., a Delaware corporation (as successor-by-conversion to Talos Production LLC, a Delaware limited liability company) and a direct or indirect subsidiary of Holdings (the “Borrower”), the lenders from time to time party thereto (the “Lenders”), JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent, an Issuing Bank and Swingline Lender (as each such term is defined in the Credit Agreement) and the other persons from time to time party thereto executed a Credit Agreement dated as of May 10, 2018 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) pursuant to which, upon the terms and conditions stated therein, the Lenders agreed to make loans and other extensions of credit to the Borrower.

B. The Borrower and its Restricted Subsidiaries and certain Hedge Banks have or may enter into Secured Hedge Transactions (as defined in the Credit Agreement).



C. The Borrower and its Restricted Subsidiaries and certain Cash Management Banks have or may enter into Secured Cash Management Agreements (as defined in the Credit Agreement).

D. The Credit Agreement, the Secured Hedge Transactions and the Secured Cash Management Agreements are collectively referred to herein as the "Secured Transaction Documents".

E. Mortgagor, each of the other signatories thereto, and Mortgagee are party to that certain Guarantee dated as of May 10, 2018 (such agreement, as may from time to time be amended, restated, supplemented or otherwise modified, the "Guarantee") pursuant to which, upon terms and conditions stated therein, Mortgagor has agreed to guarantee the Obligations under the Secured Transaction Documents.

F. The Mortgagee and the Other Secured Persons have conditioned their obligations under the Secured Transaction Documents upon the execution and delivery by Mortgagor of this Mortgage, and Mortgagor has agreed to enter into this Mortgage to secure all obligations owing to the Mortgagee and the Other Secured Persons under the Secured Transaction Documents and the other Credit Documents.

G. Mortgagor is a Subsidiary of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the other Credit Documents and is willing to execute and deliver this Mortgage in order to induce the Lenders to make the Loans and to extend other credit and to induce the Other Secured Persons Lenders to make their respective extensions of credit thereunder.

H. Therefore, in order to comply with the terms and conditions of the Secured Transaction Documents and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby agrees as follows:

## SECTION 1 DEFINITIONS

1.1 Terms Defined Above. As used in this Mortgage, each term defined above has the meaning indicated above.

1.2 UCC and Other Defined Terms. Each capitalized term used in this Mortgage and not defined in this Mortgage shall have the meaning ascribed to such term in the Credit Agreement. Any capitalized term not defined in either this Mortgage or the Credit Agreement shall have the meaning ascribed to such term in the Applicable UCC. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Mortgage, including terms defined in the preamble and recitals to this Mortgage.

### 1.3 Definitions.

“Applicable UCC” means the provisions of the Uniform Commercial Code presently in effect in the jurisdiction in which the relevant UCC Collateral is situated (or is offshore of) or that otherwise is applicable to the creation or perfection of the Liens described herein or the rights and remedies of Mortgagee under this Mortgage.

“Collateral” means collectively all the Mortgaged Property and all the UCC Collateral.

“Event of Default” has the meaning ascribed to such term in Section 5.1.

“Future Advances” means future obligations and future advances that the Mortgagee or any Other Secured Person may make pursuant to any Secured Transaction Document.

“Hydrocarbon Interests” means all rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to the oil and gas leases, oil, gas and mineral leases, wellbore interests, and/or other liquid or gaseous hydrocarbon leases, mineral fee interests, mineral servitude interests, overriding royalty and royalty interests, net profit interests and production payment interests, and other interests and estates and the lands and premises covered or affected thereby, including any reserved or residual interests of whatever nature, in each case, that are described on Exhibit A.

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

“Indemnified Parties” means the Mortgagee, each Other Secured Person and their Related Parties.

“Mortgaged Property” means the Oil and Gas Properties and other properties and assets described in Section 2.1(a) through Section 2.1(f).

“Obligations” has the meaning assigned to such term in Section 2.3.

“Oil and Gas Properties” means (a) the Hydrocarbon Interests; (b) the properties now or hereafter pooled or unitized with the Hydrocarbon Interests; (c) 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 and rules or other official acts of any Governmental Authority and units created solely among working interest owners pursuant to operating agreements or otherwise) that may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including, without limitation, production sharing contracts and agreements, production sales contracts, farmout agreements, farm-in agreements, area of mutual interest agreements, and equipment leases, described or referred to in this Mortgage or that relate to any of the Hydrocarbon Interests or interests in the Hydrocarbon Interests or the production, sale, purchase, exchange,

processing, handling, storage, transporting or marketing of the Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and that may be produced and saved or attributable to the Hydrocarbon Interests, the lands pooled or unitized therewith and Mortgagor's interests therein, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests, the lands pooled or unitized therewith and Mortgagor's interests therein; and (f) all tenements, hereditaments, appurtenances and properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests, the rights, titles, interests and estates described or referred to above, that are now owned or that are hereafter acquired by Mortgagor, including, without limitation, any and all property, real or personal, immovable or moveable, now owned or hereinafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or property or the lands pooled or unitized therewith, including any and all oil wells, gas wells, injection wells or other wells, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, gas processing plants, pipeline systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights, together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing.

"Other Secured Persons" means each Lender, each Agent under the Credit Agreement, each Issuing Bank under the Credit Agreement, each Hedge Bank, each Cash Management Bank and each sub-agent pursuant to Section 12 of the Credit Agreement.

"Permitted Encumbrances" means all Liens permitted under Section 10.2 of the Credit Agreement.

"Termination Date" shall mean the date on which all Obligations are paid in full (other than Hedging Obligations under any Secured Hedge Transactions, Cash Management Obligations under any Secured Cash Management Agreements or contingent indemnification obligations not then due) and the Total Commitment and all Letters of Credit are terminated (other than Letters of Credit that have been cash collateralized on terms reasonably satisfactory to each Issuing Bank in respect thereof or back-stopped following the termination of the Commitments).

"UCC Collateral" means the property and other assets described in Section 2.2.

## SECTION 2 GRANT OF LIEN AND OBLIGATIONS

2.1 Grant of Liens. To secure payment of the Obligations when due, Mortgagor does by these presents hereby:

MORTGAGE, ASSIGN, PLEDGE, and HYPOTHECATE to the Mortgagee, for the use and benefit of itself and the Other Secured Persons, all of the following properties, rights and interests that are located in the State of Louisiana or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of the State of Louisiana are made applicable as a matter of federal law with respect to this Mortgage and/or lien or security interests



created hereby, TO HAVE AND TO HOLD unto the Mortgagee, for the benefit of itself and the Other Secured Persons, to secure the Obligations:

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

(b) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to all geological, geophysical, engineering, accounting, title and other technical or business data concerning the Oil and Gas Properties, or the Hydrocarbons, and all books, files, records, magnetic media, computer records and other forms of recording or obtaining access to such data.

(c) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to all Hydrocarbons.

(d) Any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the Liens hereof by Mortgagor or by anyone on Mortgagor's behalf; and the Mortgagee is hereby authorized to receive the same at any time as additional security hereunder.

(e) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by Mortgagor in and to the Oil and Gas Properties and all other rights, titles, interests and estates and every part and parcel thereof, including, without limitation, any rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Permitted Encumbrances or other Liens to which any of such Oil and Gas Properties or other rights, titles, interests or estates are subject or otherwise; all rights of Mortgagor to Liens securing payment of proceeds from the sale of production from any of such Oil and Gas Properties, together with any and all renewals and extensions of any of such related rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by Mortgagor in and to such related rights, titles, interests or estates.

(f) All of Mortgagor's rights, titles and interests in and to all surface fees and fee estates described in Exhibit A, if any, compressor sites, settling ponds, equipment or pipe yards, office sites and all property and fixtures located thereon, whether such surface fees, fee estates, compressor sites, settling ponds, equipment or pipe yards, office sites, property and fixtures are fee simple estates, leasehold estates or otherwise, together with all present and future rights, titles, easements and estates now owned or hereafter acquired by Mortgagor under or in connection with such interest.

It is the intention of Mortgagor and the Mortgagee herein to cover and affect hereby all interests that Mortgagor may now own or may hereafter acquire in and to the interests and property described on Exhibit A, even though Mortgagor's interests or the property be incorrectly described on Exhibit A or a description of a part or all of the interests or property described on Exhibit A or Mortgagor's interests therein be omitted, and notwithstanding that the interests as specified on

Exhibit A may be limited to particular lands, specified depths or particular types of property interests.

Notwithstanding any provision in this 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) 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" shall mean (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (v) the Biggert Waters Flood Reform Act of 2012 as now or hereafter in effect or any successor statute thereto, and any regulations promulgated thereunder.

Any fractions or percentages specified in Exhibit A in referring to a Mortgagor's interests are solely for purposes of the warranties made by Mortgagor pursuant to Section 4.1 and Section 4.4 and shall in no manner limit the quantum of interest affected by this Section 2.1 with respect to any Oil and Gas Property or with respect to any unit or well identified on Exhibit A.

2.2 Grant of Security Interest. To further secure payment of the Obligations when due, Mortgagor hereby grants to the Mortgagee, for its benefit and the benefit of the Other Secured Persons, a security interest in and to all of the following (whether now or hereafter acquired by operation of law or otherwise):

- (a) all As-Extracted Collateral from or attributable to the Mortgaged Property (including, without limitation, the Oil and Gas Properties described on Exhibit A);
- (b) all Fixtures on the Mortgaged Property (including the Mortgaged Property described or to which reference is made herein or on Exhibit A); and
- (c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security, guarantees and other Supporting Obligations given with respect to any of the foregoing.

2.3 Obligations. This Mortgage is executed and delivered by Mortgagor to secure the payment and performance when due of the following (the "Obligations"): all advances to, and debts, liabilities, obligations, covenants and duties of, any Credit Party (and any Restricted Subsidiary of the Borrower in the case of any Secured Transaction Document) arising under any Credit Document or arising otherwise with respect to any Loan or Letter of Credit or under any Secured Cash Management Agreement or under any Hedge Agreement with respect to any Secured Hedge Transaction, in each case, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Credit Party, Restricted Subsidiary of the Borrower or any Affiliate thereof of any proceeding under any bankruptcy or insolvency law naming such Person as the debtor in such proceeding, regardless of

whether such interest and fees are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Obligations of the Credit Parties under the Credit Documents and the other Secured Transaction Documents (and any of their Restricted Subsidiaries to the extent they have obligations under the Credit Documents or the other Secured Transaction Documents) include the obligation (including Guarantee Obligations) to pay principal, interest, charges, expenses, fees, attorney costs, indemnities and other amounts (including reimbursement obligations for amounts drawn under Letters of Credit) payable by any Credit Party (or any Restricted Subsidiary, as the case may be) under any Credit Document or any other Secured Transaction Document (including amounts payable in respect of an early termination under Secured Hedge Transactions and any unpaid amounts owing in respect thereof). Notwithstanding the foregoing, (a) the obligations of the Borrower or any Restricted Subsidiary under any Secured Hedge Transaction and under any Secured Cash Management Agreement shall be secured and guaranteed pursuant to the Security Documents and the Guarantee only to the extent that, and for so long as, the other Obligations are so secured and guaranteed, (b) any release of Collateral or Guarantors effected in the manner permitted by this Mortgage and the other Credit Documents shall not require the consent of the holders of Hedge Obligations under Secured Hedge Transactions or of the holders of Cash Management Obligations under Secured Cash Management Agreements, and (c) in no event shall Excluded Hedge Obligations (as defined in the Guarantee) be included as Obligations hereunder.

2.4 Fixture Filing, Etc. Without in any manner limiting the generality of any of the other provisions of this Mortgage: (i) some portions of the goods described or to which reference is made herein are or are to become Fixtures on the land described or to which reference is made herein or on Exhibit A; (ii) the security interests created hereby under applicable provisions of the Applicable UCC will attach to all As-Extracted Collateral and all other Hydrocarbons; (iii) this Mortgage may be filed of record in the real estate records, Uniform Commercial Code records or other appropriate records as a financing statement; and (iv) Mortgagor is the record owner of the real estate or interests in the real estate or immoveable property comprised of the Mortgaged Property.

2.5 Pro Rata Benefit. This Mortgage is executed and granted for the pro rata benefit and security of the Mortgagee and the Other Secured Persons to secure the Obligations for so long as same remains unpaid and thereafter until the Termination Date.

2.6 Excluded Properties. Notwithstanding anything herein to the contrary, in no event shall the Mortgaged Property include, and Mortgagor shall not be deemed to have granted a Lien under this Mortgage in, any of Mortgagor's right, title or interest in any of the following property:

(a) (i) any property to the extent that such grant of a Lien on such property is prohibited by any Requirement of Law or requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law, (ii) any property to the extent that such grant of a Lien on such property is (x) prohibited by, or constitutes a breach or default under, or results in (or would result in) the termination of (or would give any other party a right of termination of), or requires any consent not obtained under, any Contractual Requirement or equity holder or similar agreement or (y) otherwise constitutes or results (or would result) in the abandonment, invalidation or unenforceability of (or would give any other party a right of abandonment, invalidation or unenforceability of)



any right, title or interest of Mortgagor under any Contractual Requirement or equity holder or similar agreement, except, in each case, to the extent that such Requirement of Law or the term in such Contractual Requirement or equity holder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable Requirements of Law or purports to prohibit the granting of a Lien over all assets of Mortgagor or (iii) any property to the extent that such grant of a Lien on such property would result in the forfeiture of Mortgagor's rights in the property; provided, however, that the foregoing exclusions shall not apply to the extent that any such prohibition, default or other term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the Applicable UCC of any relevant jurisdiction or any other applicable Requirement of Law; and provided, further, that Mortgagor shall be deemed to have granted a Lien in all its rights, title and interests in any portion of such property that does not result in any of the consequences specified above including any Proceeds of such property; and provided, further, that, immediately upon the ineffectiveness, lapse or termination of any such Requirement of Law, prohibition or other limitation giving rise to the consequences specified above, the Mortgaged Property shall include, and Mortgagor shall be deemed to have granted a security interest in, all such rights and interests as if such Requirement of Law, prohibition or other limitation had never been in effect; or

(b) Any property constituting "Excluded Assets" as such term is defined in the Collateral Agreement.

For the avoidance of doubt, nothing in this Section 2.6 shall be deemed to negate the requirement in the Credit Agreement that the Collateral Coverage Minimum be satisfied.

### SECTION 3 ASSIGNMENT OF PRODUCTION

3.1 Assignment of Production. As further security for the payment of the Obligations and performance of Mortgagor's obligations under the Credit Agreement, the other Credit Documents and the Secured Transaction Documents, Mortgagor hereby transfers, assigns, warrants and conveys to the Mortgagee for the pro rata and pari passu use and benefit of the Other Secured Persons, effective as of the Effective Date, at 7:00 A.M., local time, all Hydrocarbons that are thereafter produced from and that accrue to the Mortgaged Property, and all proceeds therefrom until the Termination Date and the release or cancellation of the Mortgage. All parties producing, purchasing or receiving any such Hydrocarbons, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Mortgagee by virtue of the provisions of this Section, are authorized and directed to treat and regard the Mortgagee as the assignee and transferee of Mortgagor and entitled in Mortgagor's place and stead to receive such Hydrocarbons and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Mortgagee and shall be under no obligation to see to the application by the Mortgagee of any such proceeds or payments received by it.

3.2 Event of Default. If an Event of Default shall occur and only for so long as such event shall be continuing, after written notice is provided to a Mortgagor by the Mortgagee, and to the extent permitted by applicable Requirement of Law:

(a) All of Mortgagor's Hydrocarbons and products thereof shall be delivered into pipelines connected with the Mortgaged Property, or to the purchaser thereof, to the credit of the Mortgagee, for its benefit and the benefit of the Other Secured Persons and all such revenues and proceeds thereof shall be paid directly to the Mortgagee, at its offices in New York, New York, with no duty or obligation of any party paying the same to inquire into the rights of the Mortgagee to receive the same, what application is made thereof, or as to any other matter;

(b) Mortgagor agrees to perform all such acts, and to execute all such further assignments, transfers and division orders and other instruments as may be reasonably required or desired by the Mortgagee, after receipt of a written request from the Mortgagee, in order to have said proceeds and revenues so paid to the Mortgagee and, in addition to any and all rights of a secured party under Sections 9-607 and 9-609 of the Applicable UCC, the Mortgagee is fully authorized to receive and receipt for said revenues and proceeds, to endorse and cash any and all checks and drafts payable to the order of Mortgagor or the Mortgagee for the account of Mortgagor received from or in connection with said revenues or proceeds and to hold the proceeds thereof in a deposit account that is subject to a Control Agreement with the Mortgagee, a Lender or other acceptable commercial bank as additional collateral securing the Obligations, and to execute transfer and division orders in the name of Mortgagor, or otherwise, with warranties binding Mortgagor; provided that all proceeds received by the Mortgagee pursuant to this grant and assignment shall be applied as provided in Section 5.14;

(c) The Mortgagee shall not be liable for any delay, neglect or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder, but the Mortgagee shall have the right, at its election after written notice is provided to Mortgagor, in the name of Mortgagor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by the Mortgagee in order to collect such funds and to protect the interests of the Mortgagee and/or Mortgagor, with all costs, expenses and attorneys' fees incurred in connection therewith being paid by Mortgagor; and

(d) Mortgagor hereby appoints the Mortgagee as its attorney-in-fact to pursue any and all rights of Mortgagor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons, which power of attorney shall be coupled with an interest and shall be irrevocable until the Termination Date.

(e) Mortgagor does hereby specifically agree that third-parties shall be entitled to rely, and shall be fully protected in relying, upon any written notice by the Mortgagee that an Event of Default has occurred and is continuing for the purposes of Section 3.2 above.

**3.3 No Liability of the Mortgagee in Collecting.** The Mortgagee is hereby absolved from all liability for failure to enforce collection of any proceeds so assigned (and no such failure shall be deemed to be a waiver of any right of the Mortgagee or the Other Secured Persons under this Section 3) and from all other responsibility in connection therewith, except the responsibility to account to any applicable Mortgagor for funds actually received.



3.4 No Modification of Payment Obligations. Nothing herein contained shall modify, detract from, limit or otherwise alter the absolute obligation of Mortgagor to make prompt payment of all amounts constituting Obligations when and as the same become due regardless of whether the proceeds of the As-Extracted Collateral and Hydrocarbons are sufficient to pay the same and the rights provided in accordance with the foregoing assignment provision shall be cumulative of all other security of any and every character now or hereafter existing to secure payment of the Obligations. Nothing in this Section 3 is intended to be an acceptance of collateral in satisfaction of the Obligations.

3.5 Status of Assignment. Notwithstanding the other provisions of this Section 3, the Mortgagee has agreed not to exercise its right to receive direct delivery of Hydrocarbons and payment of proceeds immediately. Rather, each party producing, purchasing or receiving Hydrocarbons may continue to make such deliveries or payments to the applicable Mortgagor until such time as such party has received notice from the Mortgagee that an Event of Default has occurred and is continuing and that such party is directed to make delivery or payment directly to the Mortgagee. The Mortgagee or any receiver appointed in judicial proceedings for the enforcement of this Mortgage shall have the right to receive all of the Hydrocarbons herein assigned and the proceeds therefrom after any Obligations has been declared due and payable in accordance with the provisions of the Credit Agreement and the other Credit Documents and to apply all of said proceeds as provided in Section 5.14 hereof. Upon any sale of the Mortgaged Property or any part thereof, whether pursuant to Section 5 or as permitted by the Credit Agreement, the Hydrocarbons thereafter produced from the property so sold, and the proceeds therefrom, shall be included in such sale and shall pass to the purchaser free and clear of the assignment contained in this Section.

#### SECTION 4 REPRESENTATIONS, WARRANTIES AND COVENANTS

Mortgagor hereby represents, warrants and covenants as follows:

4.1 Title. Mortgagor has good and defensible title to and is possessed of the Hydrocarbon Interests and has good title to the UCC Collateral. The Collateral is free of all Liens except Permitted Encumbrances.

4.2 Defend Title. This Mortgage is, and always will be kept as, a first priority Lien upon the Collateral, subject to any Permitted Encumbrances (provided that Liens permitted by Section 10.2 of the Credit Agreement may exist and attach to the Mortgaged Properties and may have whatever priority such Liens have under applicable law, provided that for the avoidance of doubt, no intent to subordinate priority of the Liens created hereby is intended or to be inferred by the existence thereof). Mortgagor further agrees that the Collateral shall remain affected and hypothecated unto and in favor of the Mortgagee until the full and final payment of the Obligations and Mortgagor consents and agrees not to sell, alienate, encumber or deteriorate the Collateral to the prejudice of this act, in each case, except as may be permitted by the Credit Agreement or any other Credit Document. Mortgagor will not create or suffer to be created or permit to exist any Lien, security interest or charge prior or junior to or on parity with the Lien of this Mortgage upon the Collateral or any part thereof other than such Permitted Encumbrances. Mortgagor will warrant and defend the title to the Collateral against the claims and demands of all other Persons

whomsoever and will maintain and preserve the Lien created hereby (and its priority) until the Termination Date. If (i) an adverse claim be made against or a cloud develop upon the title to any part of the Collateral other than a Permitted Encumbrance or (ii) any Person shall challenge the priority or validity of the Liens created by this Mortgage, then Mortgagor agrees to defend immediately against such adverse claim or take appropriate action to remove such cloud, in each case, at Mortgagor's sole cost and expense. Mortgagor further agrees that the Mortgagee may take such other action as it deems advisable to protect and preserve its interests in the Collateral, and in such event Mortgagor will indemnify the Mortgagee against any and all cost, attorneys' fees and other expenses that it may incur in defending against any such adverse claim or taking action to remove any such cloud. For the avoidance of doubt, Section 4.1 and Section 4.2 shall not restrict, and are subject to, any disposition permitted by Section 10.4 of the Credit Agreement.

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

4.4 Revenue and Cost Bearing Interest. Mortgagor's ownership of the Hydrocarbon Interests and the undivided interests therein as specified on Exhibit A (if specified) will, after giving full effect to all Permitted Encumbrances, afford Mortgagor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or that is allocated to such Hydrocarbon Interest specified as net revenue interest (as specified on Exhibit A (if specified)) on attached Exhibit A and will cause Mortgagor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest on attached Exhibit A (if specified), of the costs of drilling, developing and operating the wells identified on attached Exhibit A except to the extent of any proportionate corresponding increase in the net revenue interest.

## SECTION 5 RIGHTS AND REMEDIES

5.1 Event of Default. An Event of Default under the Credit Agreement shall be an "Event of Default" under this Mortgage.

### 5.2 Foreclosure and Sale.

(a) If an Event of Default shall occur and be continuing, to the extent provided by applicable Requirements of Law, the Mortgagee shall have the right and option to proceed with foreclosure and to sell all or any portion of such 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 law, or, in the absence of any such requirement, as the Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers. Where the Mortgaged Property is situated in (or offshore of) more than one jurisdiction, notice as above provided shall be posted and filed in all such jurisdictions (if such notices are required by 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 Section 5.2 shall be construed so as to limit in any way any 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 Requirements of Law of the applicable jurisdiction or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. Mortgagor hereby irrevocably appoints, effective upon the occurrence and during the continuance of an Event of Default, the Mortgagee, with full power of substitution, 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 that Mortgagor ought to execute and deliver and do and perform any and all such acts and things that 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 the 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 the Mortgagee to be physically present at, or to have constructive possession of, the Mortgaged Property (Mortgagor hereby covenanting and agreeing to deliver any portion of the Mortgaged Property not actually or constructively possessed by the Mortgagee immediately upon the Mortgagee's demand) 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, (ii) each instrument of conveyance executed by the Mortgagee shall contain a general warranty of title, binding upon the applicable Mortgagor and its successors and assigns, (iii) each and every recital contained in any instrument of conveyance made by the Mortgagee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Obligations, advertisement and conduct of such sale in the manner provided herein and otherwise by law and appointment of any successor agent hereunder, (iv) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (v) the receipt of the Mortgagee or of such other party or officer making the sale shall be a sufficient discharge to the purchaser or purchasers for its purchase money and no such purchaser or purchasers, or its assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or nonapplication thereof, (vi) to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against any and all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor, and (vii) to the extent and under such circumstances as are permitted by law, the 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 Obligations (in the order of priority set forth in Section 5.14) in lieu of cash payment.

(b) If an Event of Default shall occur and be continuing, then (i) the Mortgagee shall be entitled to all of the rights, powers and remedies afforded a secured party by the Applicable UCC with reference to the UCC Collateral and/or (ii) the Mortgagee may proceed as to any Collateral in accordance with the rights and remedies granted under this Mortgage or applicable law in respect of the Collateral. Such rights, powers and remedies shall be cumulative and in addition to those granted to the Mortgagee under any other provision of this Mortgage or under any other Credit Document. Written notice mailed to



a Mortgagor as provided herein at least ten (10) days prior to the date of public sale of any part of the Collateral owned by Mortgagor that is personal property subject to the provisions of the Applicable UCC, or prior to the date after which private sale of any such part of the Collateral will be made, shall constitute reasonable notice.

5.3 Substitute Agents. The Mortgagee 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 the Mortgagee, including the posting of notices and the conduct of sale, but in the name and on behalf of the Mortgagee. If the Mortgagee shall have given notice of sale hereunder, any successor, substitute mortgagee, or agent thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor, substitute mortgagee, or agent conducting the sale.

5.4 Judicial Foreclosure; Receivership. Upon the occurrence of and during the continuance of an Event of Default, the Mortgagee shall have the right and power, but not the obligation, to proceed by a suit or suits in equity or at 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 Collateral 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 Collateral under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy.

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

5.6 Separate Sales. Upon the occurrence of and during the continuance of an Event of Default, the Collateral may be sold in one or more parcels and to the extent permitted by applicable Requirement of Law in such manner and order as the Mortgagee, in its sole discretion, 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.

5.7 Possession of Mortgaged Property. If an Event of Default shall have occurred and be continuing, then, to the extent permitted by applicable law, the Mortgagee shall have the right

and power, but not the obligation, to enter into and upon and take possession of all or any part of the Collateral in the possession of Mortgagor, its successors or assigns, or its or their agents or servants, and may exclude Mortgagor, its successors or assigns, and all persons claiming under Mortgagor, and its or their agents or servants wholly or partly therefrom; and, holding the same, the Mortgagee may use, administer, manage, operate and control the Collateral and conduct the business thereof to the same extent as the applicable 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 the Mortgagee shall deem best, in its sole discretion.

5.8 Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagor's heirs, devisees, representatives, successors or assigns or any other person claiming any interest in the Collateral by, through or under Mortgagor, are occupying or using the Mortgaged Property or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either the landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Mortgaged Property (such as an action for forcible entry and detainer) in any court having jurisdiction.

5.9 Remedies Cumulative, Concurrent and Nonexclusive. Every right, power, privilege and remedy herein given to the 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 law or by statute (including specifically those granted by the Applicable UCC in effect and applicable to the Collateral or any portion thereof). Each and every right, power, privilege and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Mortgagee, and the exercise, or the beginning of the exercise, or the abandonment, of any such right, power, privilege or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power, privilege or remedy. No delay or omission by the Mortgagee or any Other Secured Person in the exercise of any right, power or remedy shall impair any such right, power, privilege or remedy or operate as a waiver thereof or of any other right, power, privilege or remedy then or thereafter existing.

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

5.11 No Release of Obligations. No Mortgagor, Guarantor or other person hereafter obligated for payment of all or any part of the Obligations shall be relieved of such obligation, to

the extent the Obligations remain due and owing, by reason of: (a) 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; (b) any agreement or stipulation between any subsequent owner of the Mortgaged Property and the 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, any Guarantor or such other Person, and in such event Mortgagor, each Guarantor 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 the Mortgagee; or (c) by any other act or occurrence save and except upon the Termination Date.

5.12 Release of and Resort to Collateral. The Mortgagee may release, regardless of consideration, any part of the Collateral without, as to the remainder, in any way impairing, affecting, subordinating or releasing the Lien created in or evidenced by this Mortgage or its stature as a first and prior Lien, in and to the Collateral, provided that Permitted Encumbrances may exist, and without in any way releasing or diminishing the liability of any Person liable for the repayment of the Obligations. For payment of the Obligations, the Mortgagee may resort to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

5.13 Waiver of Redemption, Notice and Marshalling of Assets, Etc. To the fullest extent permitted by 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 law exempting the Collateral from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment and (b) any right to a marshalling of assets or a sale in inverse order of alienation. If any 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 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. If the laws of any state that provides for a redemption period do not permit the redemption period to be waived, the redemption period shall be specifically reduced to the minimum amount of time allowable by statute.

5.14 Application of Proceeds. The proceeds of any sale of the Mortgaged Property or any part thereof and all other monies received in any proceedings for the enforcement hereof or otherwise, whose application has not elsewhere herein been specifically provided for, shall be applied:

(a) First, to the payment of all reasonable expenses incurred by the Mortgagee incident to the enforcement of this Mortgage, the Credit Agreement or any other Credit Document to collect any portion of the Obligations, including expenses of any entry or taking of possession, of any sale, of advertisement thereof, and of conveyances, and court costs, compensation of agents and employees, a reasonable commission to the keeper, if any, and reasonable legal fees, and to the payment of all other reasonable charges, expenses, liabilities and advances incurred or made by the Mortgagee under this Mortgage or in executing any trust or power hereunder; and



(b) Second, as set forth in Section 11.11 of the Credit Agreement.

5.15 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 the 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 any of the Collateral, the Mortgagee shall have the right to request that any operator of any Mortgaged Property that is either a Mortgagor or any Affiliate of a Mortgagor to resign as operator under the joint operating agreement applicable thereto, and no later than 60 days after receipt by Mortgagor of any such request, Mortgagor shall resign (or, to the extent it is able to do so, cause such other Person to resign) as operator of such Collateral.

5.16 Indemnity. THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE, IN CONNECTION WITH ANY ACTION TAKEN, FOR ANY LOSS SUSTAINED BY MORTGAGOR RESULTING FROM AN ASSERTION THAT THE MORTGAGEE HAS RECEIVED FUNDS FROM THE PRODUCTION OF HYDROCARBONS CLAIMED BY THIRD PERSONS OR ANY ACT OR OMISSION OF ANY INDEMNIFIED PARTY IN ADMINISTERING, MANAGING, OPERATING OR CONTROLLING THE MORTGAGED PROPERTY INCLUDING SUCH LOSS THAT MAY RESULT FROM THE ORDINARY NEGLIGENCE OF AN INDEMNIFIED PARTY UNLESS SUCH LOSS IS CAUSED BY THE WILLFUL MISCONDUCT, BAD FAITH OR GROSS NEGLIGENCE OF THE INDEMNIFIED PARTY SEEKING INDEMNITY OR ANY OF ITS RELATED PARTIES. NO INDEMNIFIED PARTY SHALL BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY OF MORTGAGOR. MORTGAGOR AGREES TO PAY, AND TO SAVE THE INDEMNIFIED PARTIES HARMLESS FROM, ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, SUITS, COSTS, EXPENSES OR DISBURSEMENTS OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO THE EXECUTION, DELIVERY, ENFORCEMENT, PERFORMANCE AND ADMINISTRATION OF THIS MORTGAGE TO THE EXTENT THE BORROWER WOULD BE REQUIRED TO DO SO PURSUANT TO SECTION 13.5 OF THE CREDIT AGREEMENT. THE LIABILITIES OF MORTGAGOR AS SET FORTH IN THIS SECTION 5.16 SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

5.17 Failure to Perform. Mortgagor agrees that if it fails to perform any act or to take any action that it is required to perform or take hereunder or pay any money that Mortgagor is required to pay hereunder, the Mortgagee, in Mortgagor's name or its or their own name or names, may, but shall not be obligated to, perform or cause to perform such act or take such action or pay such money.

SECTION 6  
[RESERVED].

SECTION 7  
MISCELLANEOUS

7.1 Releases.

(a) Full Release. On the Termination Date, the Mortgagee shall forthwith cause a full release and termination of this Mortgage to be entered upon the record at the expense of the applicable Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be reasonably necessary or desirable for the release of the Liens created hereby on the Mortgaged Property. Other than as set forth in the foregoing sentence, this Mortgage shall remain and continue in full force and effect and be binding in accordance with and to the extent of its terms upon Mortgagor and the successors and assigns thereof and shall inure to the benefit of the Mortgagee and the Other Secured Persons and their respective successors, indorsees, transferees and assigns; notwithstanding that from time to time prior to the Termination Date, Mortgagor may be free from any Obligations.

(b) Partial Release. The Mortgagee, at the request and sole expense of a Mortgagor, shall promptly execute and deliver to Mortgagor all releases, re-conveyances or other documents reasonably necessary or desirable for the release of the Liens created hereby on the Mortgaged Property, which shall include, without limitation, the agreement of the Mortgagee (on behalf of itself and on behalf of the Other Secured Persons) to release the security interests in, and the Liens on, the Collateral granted herein and created hereby, (i) upon any Disposition by Mortgagor of any Mortgaged Property that is permitted under the Credit Agreement (other than to a Guarantor) and (ii) to the extent that the first sentence of Section 13.17(a) of the Credit Agreement provides for such release with respect to the Mortgaged Property.

(c) Possession of Notes. Mortgagor acknowledges and agrees that possession of any Note (or any replacements of any said Note or other instrument evidencing any part of the Obligations) at any time by Mortgagor or any other Credit Party shall not in any manner extinguish the Obligations or this Mortgage, and Mortgagor shall have the right to issue and reissue any of the Notes from time to time as its interest or as convenience may require, without in any manner extinguishing or affecting the Obligations or the Lien of this Mortgage.

7.2 Severability. If any provision hereof 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 the Mortgagee and the Other Secured Persons in order to effectuate the provisions hereof. 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.



7.3 Successors and Assigns. The terms used to designate any party or group of persons shall be deemed to include the respective heirs, legal representatives, successors and permitted assigns of such Persons.

7.4 Satisfaction of Prior Encumbrance. To the extent that proceeds of the Credit Agreement are used to pay indebtedness secured by any outstanding Lien against the Mortgaged Property then the parties agree that: (a) such proceeds have been advanced at Mortgagor's request, and (b) the Mortgagee and the Lenders shall be subrogated to any and all rights and Liens owned by any owner or holder of such outstanding Liens, irrespective of whether said Liens are or have been released. It is expressly understood that, in consideration of the payment of such other indebtedness, Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness. This Mortgage is made with full substitution and subrogation of the Mortgagee and its successors and assigns in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Property or any part thereof.

7.5 Application of Payments to Certain Obligations. If any part of the Obligations cannot be lawfully secured by this Mortgage or if any part of the Collateral cannot be lawfully subject to the Lien hereof to the full extent of the Obligations, then all payments made shall be applied on said Obligations first in discharge of that portion thereof that is not secured by this Mortgage.

7.6 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.

7.7 Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement (and notice to Mortgagor shall be made in the manner for providing notice to and in care of the Borrower).

7.8 Expenses. Mortgagor agrees to pay any and all reasonable and documented out of pocket expenses (including all reasonable fees and disbursements of counsel) that may be paid or incurred by the Mortgagee in administering, enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Obligations and/or enforcing any rights with respect to, or collecting against, Mortgagor under this Mortgage to the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement.

7.9 Counterparts. This Mortgage is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Mortgaged Property is situated in (or offshore of) more than one parish, descriptions of only those portions of the Mortgaged Property located in (or offshore of) the parish in which a particular counterpart is recorded may be attached as Exhibit A to such counterpart. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

7.10 Governing Law. Insofar as permitted by otherwise applicable law, this Mortgage shall be construed under and governed by the laws of the State of Louisiana.

7.11 Financing Statement; Fixture Filing. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all Fixtures included within the Mortgaged Property may be filed or filed for record in the real estate records, uniform commercial code records, mortgage records or other appropriate records of each jurisdiction where any part of the Mortgaged Property (including said fixtures) is situated (or is offshore of). This Mortgage shall also be effective as a financing statement covering As-Extracted Collateral (including oil and gas and all other substances of value that may be extracted from the ground) and accounts financed at the wellhead or minehead of wells or mines located on the properties subject to the Applicable UCC and is to be filed for record in the real estate records, uniform commercial code records or other appropriate records of each jurisdiction where any part of the Mortgaged Property is situated (or is offshore of).

7.12 Filing of Financing Statements. Pursuant to the Applicable UCC, Mortgagor 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 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. Mortgagor also authorizes the Mortgagee, its counsel or its representative, at any time and from time to time, to file or record such financing statements that describe the collateral covered thereby as "all assets of the Mortgagor", "all personal property of the Mortgagor" or words of similar effect. Mortgagor shall pay all costs associated with the filing of such instruments.

In that regard, the following information is provided:

Name of Mortgagor: QUARTERNORTH ENERGY LLC

Address of Mortgagor: c/o Talos Production Inc.  
333 Clay St., Suite 3300  
Houston, TX 77002  
Attention: Sergio Maiworm

State of Formation/Location  
of Mortgagor: Delaware

*With a copy of any notice to:* c/o Apollo Management, L.P.  
9 West 57th Street, 43rd Floor  
New York, NY 10019

Name of Secured Party: JPMorgan Chase Bank, N.A.,  
as Collateral Agent

Address of Secured  
Party: 712 Main Street  
Houston, Texas 77002  
Attention: Jason Williams

Facsimile: 713-216-6710

Owner of Record of  
Real Property: Mortgagor

7.13 Limit on Obligations and Collateral. It is the intention of Mortgagor, the Mortgagee and the Other Secured Persons that this Mortgage not constitute a fraudulent transfer or fraudulent conveyance under any state or federal law that may be applied hereto. Mortgagor and, by the Mortgagee's acceptance hereof, the Mortgagee and the Other Secured Persons hereby acknowledge and agree that, notwithstanding any other provision of this Mortgage, the indebtedness of Mortgagor secured hereby shall be limited to the maximum amount of indebtedness that can be incurred or secured by Mortgagor without rendering this Mortgage voidable under applicable law relating to fraudulent conveyances or fraudulent transfers.

7.14 References. The words "herein," "hereof," "hereunder" and other words of similar import when used in this Mortgage refer to this Mortgage as a whole, and not to any particular article, section or subsection. Any reference herein to a Section shall be deemed to refer to the applicable Section of this Mortgage unless otherwise stated herein. Any reference herein to an exhibit or schedule shall be deemed to refer to the applicable exhibit or schedule attached hereto unless otherwise stated herein.

## SECTION 8 LOUISIANA PROVISIONS

8.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 8 and the other terms and conditions of this Mortgage, the terms and conditions of this Section 8 shall control and be binding. In the event of any conflict between this Section 8 and the Credit Agreement, the provisions hereof shall be controlling as necessary to create, preserve, perfect and maintain a valid mortgage lien and security interest upon the Collateral, and to provide for the enforcement and foreclosure of the same; otherwise the provision of the Credit Agreement shall be controlling.

8.2 Future Advances. This Mortgage may secure future advances, and in accordance with Article 3298 of the Louisiana Civil Code, and as to all Obligations, present and future, secured by this Mortgage, notwithstanding the nature of such obligations or the date they arise, this Mortgage has effect between the parties from the time this Mortgage is executed, and as to third persons from the time this Mortgage is filed for registry.

8.3 Maximum Amount Secured. The maximum amount of Obligations that may be outstanding at any time and from time to time that this Mortgage secures shall be \$2,000,000,000 (the "Maximum Amount").

8.4 Alienation. The Mortgaged Property is to remain so specially mortgaged, affected and hypothecated unto and in favor of Mortgagee for the benefit of itself and the Other Secured Persons subject to the terms and conditions of Section 7.1, and Mortgagor is herein and hereby bound and obligated not to sell, alienate, mortgage or encumber the Mortgaged Property, or any part thereof, to the prejudice of this act, and not to permit or suffer the same to be so sold, alienated,



deteriorated or encumbered, subject in each case to Permitted Encumbrances and any disposition permitted by Section 10.4 of the Credit Agreement.

8.5 Confession of Judgment. For purposes of foreclosure under Louisiana executory process procedures, Mortgagor hereby acknowledges and confesses judgment in favor of the Mortgagee and the Other Secured Persons for the full amount of the Obligations.

8.6 Additional Louisiana Remedies. Upon the occurrence of an Event of Default, the Mortgagee may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as the Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of the Mortgagee: (i) institute proceedings for the complete foreclosure of this Mortgage in which case the Mortgaged Property may be sold for cash or upon credit in one or more parcels under ordinary or executory process, at the Mortgagee's sole option, and with or without appraisal, appraisal being expressly waived; or (ii) to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing lien of this Mortgage for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage, the Credit Agreement or the other Credit Documents; or (iv) recover judgment on the Obligations either before, during or after any proceedings for the enforcement of this Mortgage; or (v) apply for the appointment of a trustee, receiver, liquidator or conservator of the Mortgaged Property, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any person, firm or other entity liable for the payment of the Obligations; or (vi) sell the UCC Collateral or any part thereof at public or private sale, for cash, upon credit or for future delivery, at such price or prices as the Mortgagee may deem satisfactory, and in connection with any such sale, Mortgagor hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any 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 UCC Collateral constitutes "reasonable notification" within the meaning of the Uniform Commercial Code, except that shorter or no notice shall be reasonable as to any UCC Collateral 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 the Mortgagee may have under applicable law, including, without limitation, as a secured party under the Uniform Commercial Code.

8.7 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 the 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 the 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 the reasonable costs and expenses incurred in the administration or preservation of the Mortgaged Property. The designation of keeper made herein shall not be deemed to require Mortgagee to provoke the appointment of such a keeper.

8.8 Waivers. Mortgagor waives in favor of the Mortgagee and the Other Secured Persons any and all homestead exemptions and other exemptions of seizure or otherwise to which Mortgagor is or may be entitled under the constitution and statutes of the State of Louisiana insofar as the Mortgaged Property is concerned. Mortgagor further waives: (a) the benefit of appraisal as provided in Louisiana Code of Civil Procedure Articles 2332, 2336, 2723 and 2724, and all other laws conferring the same; (b) the notice of seizure required by Louisiana Code of Civil Procedure Articles 2293 and 2721; (c) the three days delay provided by Louisiana Code of Civil Procedure Articles 2331 and 2722; and (d) the benefit of the other provisions of Louisiana Code of Civil Procedure Articles 2331, 2722 and 2723, not specifically mentioned above.

8.9 Authentic Evidence. Any and all declarations of fact made by authentic act before a notary public in the presence of two competent witnesses by a person declaring that such facts lie within his knowledge, shall constitute authentic evidence of such facts for the purpose of executory process. Mortgagor specifically agrees that such an affidavit by a representative of Mortgagee as to the existence, amount, terms, and maturity of the Obligations and of a default thereunder shall, to the extent not prohibited by applicable law, constitute authentic evidence of such facts for the purpose of executory process.

8.10 Louisiana Defined Terms.

All references to the Uniform Commercial Code (and words of similar import) shall also refer to and include the Uniform Commercial Code, Louisiana Revised Statutes 10:1-101, et seq., and any and all provisions thereof corresponding to the Uniform Commercial Code.

All references to a "receiver" or any person, entity or officer appointed for the purpose of administering and preserving the Mortgaged Property shall also mean, refer to and include a "keeper" under Louisiana Revised Statutes 9:5136, et seq.

All references to "real property" shall include "immovable property" as that term is used in the Louisiana Civil Code, and any and all references to "personal property" shall also include "movable property".

All references to "tangible property" shall include "corporeal property" and any and all references to "intangible property" shall include "incorporeal property".

The terms “fee estate”, “fee simple” or “fee title” with respect to property shall mean “ownership” as provided in Louisiana Civil Code Art. 477 unburdened by real rights in favor of others.

The term “condemnation” will include “expropriation” as that term is used in Louisiana law.

The term “easement” will include “servitude and advantages” as used in the Louisiana Civil Code.

The term “building” will include “other constructions” as that term is used in the Louisiana Civil Code.

References to “county” shall mean “parish”, if the reference is to a political subdivision of Louisiana.

The term “Lien” or “lien” shall include privilege, mortgage, security interest, assignment or other encumbrance.

All references to joint and several liability in relation to an obligation governed by Louisiana law shall include joint, several and solidary liability.

The phrase “covenant running with the land” and other words of similar import shall be deemed to include a real right in, or a recorded lease of, immovable property.

The term “environmental laws” shall include the Louisiana Environmental Quality Act, Louisiana Revised Statutes. 30:2001, et seq., as amended, and the rules and regulations promulgated thereunder, and the term “hazardous materials” shall include hazardous materials as defined in such laws.

The terms “deed in lieu of foreclosure,” “conveyance in lieu of foreclosure” and words of similar import shall include a giving in payment within the meaning of Louisiana Civil Code 2655-59, provided that such transaction shall be construed a transfer in partial payment of the Obligations unless otherwise expressly provided.

“Mortgaged Property” shall include the right to receive proceeds attributable to the insurance loss of the Mortgaged Property, as provided in Louisiana Revised Statutes 9:5386.

8.11 Waiver and Release. 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 before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

8.12 No Paraph. Mortgagor acknowledges that no note or other evidence of Obligations has been paraphed for identification with this Mortgage.

8.13 Acceptance. The acceptance of this Mortgage by Mortgagee and the consent by Mortgagee to the terms and conditions of this Mortgage are presumed and, under the provisions of Louisiana Civil Code article 3289, Mortgagee has not been required to sign this Mortgage.

8.14 Reliance. Notwithstanding any reference herein to the Credit Agreement or any Secured Transaction Documents or other Credit 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.

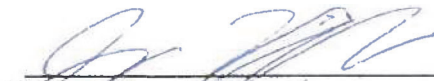
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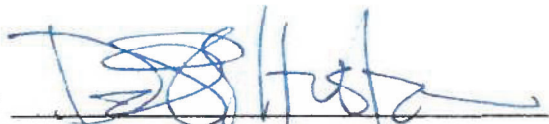



THUS DONE AND PASSED, on this 4<sup>th</sup> day of March, 2024, to be effective as of the Effective Date, in multiple originals before me, the undersigned Notary Public in and for the County of Harris, State of Texas, and in the presence of the undersigned competent witnesses, who hereunto signed their names with the undersigned Mortgagor and me, Notary Public, after due reading of the whole.


**QUARTERNORTH ENERGY LLC,**  
as Mortgagor

WITNESSES:

  
Printed Name: Joe Hydon

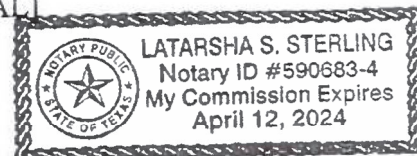
By:   
Name: Deborah S. Huston  
Title: Vice President, Deputy General Counsel and Assistant Secretary

  
Printed Name: Kevin St George

  
Printed Name: Latarsha S Sterling  
NOTARY PUBLIC,  
in and for State of Texas

My commission expires: 04/12/2024  
Notarial No.: 5906834

[SEAL]





## **EXHIBIT A**

to

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

#### **Introduction**

The capitalized terms used but not defined in this Exhibit A are used as defined in the Mortgage. For purposes of this Exhibit A the capitalized terms not defined in the Mortgage are as follows:

1. “Well” means (i) any existing well identified in Exhibit A (including any reference to a well identification number and/or well name), including any replacement well drilled in lieu thereof, from which crude oil, natural gas or other Hydrocarbons are now or hereafter produced and (ii) any well at any time producing or capable of producing crude oil, natural gas or other Hydrocarbons, including any well that has been shut-in, has temporarily ceased production or on which workover, reworking, plugging and abandonment or other operations are being conducted or planned.

2. “RTI” means record title interest and “ORI” means operating rights interest.

All references contained in this Exhibit A to the Oil and Gas Properties are intended to include: (i) the volume or book and page, file, entry or instrument number of the appropriate records of the particular county or parish in the state where each such lease or other instrument is recorded and, with respect to offshore properties, the OCS lease number assigned to such lease by the BOEM, and (ii) all valid and existing amendments to such lease or other instrument of record in such county records or parish records, as applicable, regardless of whether such amendments are expressly described herein. A special reference is herein made to each such lease or other instrument and the record thereof for a more particular description of the property and interests sought to be affected by this Mortgage and for all other purposes.

# EXHIBIT A

## QuarterNorth Energy LLC Offshore Leases

Area	Block	Field	OCS-G Lease No.	Lease Date	Land Description	Interest Type
Ewing Bank	965	Katmai	G37467	7/1/2023	All of Block 965, Ewing Bank	Record Title
Ewing Bank	1009	Katmai	G34878	8/1/2013	All of Block 1009, Ewing Bank	Unit - Record Title
Ewing Bank	1010	Katmai	G34879	8/1/2013	All of Block 1010, Ewing Bank	Unit - Record Title
Green Canyon	39	Katmai	G34966	9/1/2013	NE1/4NE1/4; N1/2SE1/4NE1/4 of Block 39, Green Canyon	Unit - Record Title
Green Canyon	40	Katmai	G34536	11/1/2012	All of Block 40, Green Canyon	Unit - Record Title
Green Canyon	200	Troika/Orlov	G12209	5/1/1990	All of Block 200, Green Canyon, as said Lease covers the NW1/4SE1/4; SW1/4NE1/4; E1/2SE1/4NW1/4; S1/2NE1/4NW1/4; W1/2E1/2SE1/4; NE1/4SW1/4SE1/4; SW1/4NW1/4NE1/4, as to all depths from the surface to 17,518' TVDSS	Unit Operating Rights
Green Canyon	201	Troika/Orlov	G12210	5/1/1990	S1/2; NW1/4 of Block 201, Green Canyon	Unit - Record Title
Green Canyon	244	Troika	G11043	5/1/1989	All of Block 244, Green Canyon	Unit - Record Title
Mississippi Canyon	519	Genovesa	G27278	7/1/2005	All of Block 519, Mississippi Canyon	Record Title
		CPN			SW1/4; of Block 519, Mississippi Canyon, from the surface down to and including 19,300' TVDSS	Operating Rights
		CPN			S1/2NW1/4 of Block 519, Mississippi Canyon, from the surface down to and including 14,000' TVDSS	Operating Rights
		Galapagos			S1/2; S1/2SE1/4NE1/4 of Block 519, Mississippi Canyon, from depths below 19,300' TVDSS down to and including 99,999' TVDSS	Operating Rights
		Galapagos			S1/2NW1/4 of Block 519, Mississippi Canyon, from depths below 14,000' TVDSS down to and including 99,999' TVDSS	Operating Rights
		Galapagos			N1/2NW1/4; N1/2NE1/4; SW1/4NE1/4 and N1/2SE1/4NE1/4 of Block 519, Mississippi Canyon, from the surface down to and including 99,999' TVDSS	Operating Rights
		Genovesa			SE1/4; S1/2SE1/4NE1/4 of Block 519, Mississippi Canyon, from the surface down to and including 19,300' TVDSS	Operating Rights
		CPN			SW1/4 of Block 519, Mississippi Canyon, from 14,000' TVDSS to 19,300' TVDSS	Contractual Operating Rights
Mississippi Canyon	697	Big Bend	G28021	4/1/2006	SE1/4SE1/4; E1/2NE1/4SE1/4 of Block 697, Mississippi Canyon	Unit - Record Title
Mississippi Canyon	698	Big Bend	G28022	7/1/2006	All of Block 698, Mississippi Canyon	Unit - Record Title
Mississippi Canyon	742	Big Bend	G32343	9/1/2008	NE1/4; S1/2 of Block 742, Mississippi Canyon	Unit - Record Title
		Big Bend			NW1/4 of Block 742, Mississippi Canyon	Unit - Record Title
Mississippi Canyon	948	Gunflint	G28030	7/1/2006	All of Block 948, Mississippi Canyon	Unit - Record Title
Mississippi Canyon	949	Gunflint	G32363	7/1/2008	All of Block 949, Mississippi Canyon	Unit - Record Title
Mississippi Canyon	992	Gunflint	G24133	7/1/2002	S1/2 of Block 992, Mississippi Canyon	Unit - Record Title
		Gunflint			N1/2 of Block 992, Mississippi Canyon	Unit - Record Title
Mississippi Canyon	993	Gunflint	G24134	7/1/2002	S1/2 of Block 993, Mississippi Canyon	Unit - Record Title
		Gunflint			N1/2 of Block 993, Mississippi Canyon	Unit - Record Title
South Timbalier	287	Tarantula	G24987	5/1/2003	All of Block 287, South Timbalier Area, South Addition	Record Title
		Tarantula			All of Block 287, South Timbalier Area, South Addition, from the Surface to 13,852'	Operating Rights
		Apache Deep			All of Block 287, South Timbalier Area, South Addition, from 13,852' SSTVD to 99,999' SSTVD	Operating Rights
South Timbalier	308	Tarantula	G21685	6/1/2000	All of Block 308, South Timbalier Area, South Addition	Record Title
		Tarantula			All of Block 308, south Timbalier Area, South Addition, from the surface to 18,571' SSTVD	Operating Rights
		Apache Deep			All of Block 308, South Timbalier Area, South Addition, from 18,571' SSTVD to 99,999' SSTVD	Operating Rights

## EXHIBIT A

### QuarterNorth Energy LLC Offshore Wells

OCS-G Lease No.	Well Name	API Number
G34536	GC 40 #1	60-811-40623-00
G34536	GC 40 #2 ST1	60-811-40665-01
G12209	GC 200 # TA 1	60-811-40216-00
G12209	GC 200 # TA 2	60-811-40217-02
G12209	GC 200 # TA 4	60-811-40219-01
G12209	GC 200 # TA 5	60-811-40205-01
G12209	GC 200 # TA 3 ST 1	60-811-40218-01
G12210	GC 201 # TA 6	60-811-40275-01
G11043	GC 244 #T001	60-811-40197-00
G27278	MC 519 #1 BP1	60-817-41162-01
G27278	MC 519 #2 BP1	60-817-41184-00
G27278	MC 519 #3	60-817-41411-00
G28022	MC 698 #1	60-817-41233-00
G28030	MC 948 #2 ST2	60-817-41149-02
G28030	MC 948 #3	60-817-41188-01
G28030	MC 948 #4	60-817-41299-00
G24133	MC 992 #1	60-817-41252-00
G24987	ST 287 #A008 ST2	17-716-40348-02
G21685	ST 308 #A001	17-716-40280-00
G21685	ST 308 #A002 ST1	17-716-40287-01
G21685	ST 308 #A003	17-716-40306-00
G21685	ST 308 #A004	17-716-40309-00
G21685	ST 308 #A005 ST1	17-716-40329-01
G21685	ST 308 #A006 BP1	17-716-40333-01
G21685	ST 308 #A007 BP1	17-716-40338-04

**EXHIBIT A**

**QuarterNorth Energy LLC Offshore Platform**

Field	Area	Block	Platform	Platform ID #
Tarantula	ST	308	ST 308 A	1500

## EXHIBIT A

### QuarterNorth Energy LLC Offshore Subsea Infrastructure

Area	Block	Field	Asset Name	Lease
Green Canyon	20	Troika/Orlov	GC 200 SS Facilities	OCS-G12209
Green Canyon	40	Katmai	GC 39/40 SS Infrastructure	OCS-G34536
Mississippi Canyon	519	Galapagos (Genovesa/SA/SC)	Genovesa/Santa Cruz/Santiago Field Infrastructure	OCS-G27278
N/A	Multiple Blocks	Galapagos (Genovesa/SA/SC)	Galapagos Loop Infrastructure (Supporting Genovesa/Santa Cruz/ Santiago)	N/A
Mississippi Canyon	698	Big Bend	MC 698 SS Infrastructure	OCS-G28022
Mississippi Canyon	948	Gunflint	MC 948 SS Infrastructure	OCS-G28030

ANNEX I  
CERTIFIED COPY OF RESOLUTIONS OF MORTGAGOR  
[SEE ATTACHED]

CERTIFIED RESOLUTIONS

Resolutions of

QUARTERNORTH ENERGY LLC

Executed and dated effective as of March 4, 2024

The undersigned, the Vice President, Deputy General Counsel and Assistant Secretary of QUARTERNORTH ENERGY LLC, a Delaware limited liability company ("Mortgagor"), does hereby certify in his official capacity, stated above, of Mortgagor, and not in his individual capacity, as of the date hereof that the resolutions attached hereto as Annex I were adopted by Mortgagor, by written consent in lieu of a meeting.

QUARTERNORTH ENERGY LLC

By: 

Name: Deborah S. Huston

Title: Vice President, Deputy General  
Counsel and Assistant Secretary



**WRITTEN CONSENT  
OF THE SOLE MEMBER OF  
QUARTERNORTH ENERGY LLC**

The undersigned, being the sole member (the “*Sole Member*”) of QuarterNorth Energy LLC, a Delaware limited liability company (formerly known as Mako Buyer LLC, the “*Company*”), hereby adopts, consents to, confirms, and approves the following resolutions (the “*Written Consent*”), effective as of March 4, 2024:

**Amended and Restated Limited Liability Company Agreement**

**WHEREAS**, the Company is a limited liability company organized under the laws of the State of Delaware and governed pursuant to that certain Limited Liability Company Agreement of the Company, made effective as of June 4, 2021 (the “*Original Company Agreement*”);

**WHEREAS**, in connection with the closing of the transactions contemplated by that certain Agreement and Plan of Merger, dated as of January 13, 2024, by and among QuarterNorth Energy Inc., a Delaware corporation (“*QNE*”), Talos Energy Inc., a Delaware corporation (“*Talos Parent*”), Compass Star Merger Sub Inc., a Delaware corporation and an indirect wholly-owned subsidiary of Talos Parent, and Michael T. Dane and Thomas R. Lamme, in their collective capacity as the representatives of the QNE stockholders and equity award holders (the “*Transaction*”), the Sole Member deems it advisable that the Original Company Agreement be amended and restated as set forth in the Amended and Restated Limited Liability Company Agreement (the “*A&R Company Agreement*”), in the form set forth on Exhibit A hereto.

**NOW THEREFORE, BE IT RESOLVED**, that the A&R Company Agreement be, and hereby is, consented to, approved and adopted by the Sole Member, in all respects, as the limited liability company agreement of the Company.

**Removal and Appointment of Officers**

**RESOLVED**, that, the Sole Member hereby removes each of the existing officers of the Company from their respective offices and that any prior authorizations or approvals relating to the authority of such officers to act on behalf of the Company are hereby terminated and shall cease to be of further force and effect effective on the date hereof; and

**FURTHER RESOLVED**, that the following persons are hereby appointed to serve as officers of the Company (the “*Officers*”) with the titles opposite their respective names below until their respective successor or successors are duly appointed and qualified, unless such individual resigns, is removed or is otherwise disqualified from service as an officer of the Company in accordance with the terms of the A&R Company Agreement:

Timothy S. Duncan

President and Chief Executive  
Officer

Robert D. Abendschein

Executive Vice President and  
Chief Operating Officer

John A. Parker

Executive Vice President New  
Ventures



William S. Moss III	Executive Vice President, General Counsel and Secretary
Sergio L. Maiworm, Jr.	Chief Financial Officer and Senior Vice President
Robin Fielder	Executive Vice President-Low Carbon Strategy and Chief Sustainability Officer
John B. Spath	Senior Vice President, Production Operation
Gregory Babcock	Vice President & Chief Accounting Officer
Megan Dick	Vice President Human Resources
Deborah S. Huston	Vice President, Deputy General Counsel and Assistant Secretary
Charles G. Lindsey	Vice President Corporate Development
Joel Plauche	Vice President – HSE, Regulatory & Compliance
Joseph Sauvageau	Vice President of Asset Development
Carl E. Comstock	Director of Land

**RESOLVED FURTHER**, that the Officers shall assume and perform their respective duties and responsibilities, as set forth in the A&R Company Agreement and as supplemented by the Sole Member from time to time in a manner not inconsistent with the A&R Company Agreement, and shall otherwise carry on the business of the Company, effective immediately.

#### **Bank Accounts**

**RESOLVED**, that the Officers are, and each of them individually hereby is, authorized and empowered, in the name and on behalf of the Company, to open one or more bank accounts in the Company's name, and to designate other officers of the Company authorized to sign checks, notes, drafts, bills of exchange, acceptances, undertakings or orders for payment of money from funds of the Company on deposit in such accounts, as may be deemed by such Officers, or any of them, to be necessary, desirable, appropriate or otherwise in the best interests of the Company.

**RESOLVED FURTHER**, that the Officers of the Company are, and each of them individually hereby is, authorized and empowered, in the name and on behalf of the Company, to execute any form of required resolution necessary to open any such bank accounts, such resolutions being hereby incorporated into this resolution by reference and duly approved and affirmed hereby.

### **First Lien Credit Facility Joinders**

**WHEREAS**, in connection with the Transaction, the Sole Member deems it advisable that the Company enter into, and perform its obligations under, the Credit Agreement (the “**First Lien Credit Facility**”) dated as of May 10, 2018 among Talos Production Inc., a Delaware corporation (“**Talos Production**”), as borrower, Talos Parent and JPMorgan Chase Bank, N.A. as administrative agent and collateral agent, and the lenders party thereto, as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, and any other agreements, documents, including any “Security Documents” (as defined in the First Lien Credit Facility), that may grant liens on all or substantially all of the Company’s assets (including, without limitation, the pledge of equity interests in the Company’s subsidiaries and other persons and entities) to secure any or all indebtedness, obligations or other liabilities of Talos Production or any other guarantor arising under or in connection with the First Lien Credit Facility (including, but not limited to secured hedge transactions and secured cash management agreements), certificates or other items related thereto or necessary, appropriate or desirable to maintain, create and/or perfect a security interest in the “Collateral” (as defined in the First Lien Credit Facility), including, without limitation, any guaranty or support agreement that guarantees all obligations, indebtedness and other liabilities arising under or in connection with the First Lien Credit Facility; any mortgage, deed of trust, deed to secure debt, trust deeds or leasehold mortgage (or any similar agreement to any of the foregoing); any collateral agreements, security agreements, pledge agreements, perfection certificates, promissory notes, control agreements, collateral assignment agreements and intellectual property security agreements; any financing statements (including any amendments thereto) and fixture filings (including any amendments thereto) (including, for the avoidance of doubt, the use of the collateral descriptions “all assets, whether now existing or hereafter arising”, “all or substantially all personal property assets”, “all personal property of the debtor now owned or hereafter acquired”, “all assets of the debtor” or any similar description); and any collateral trust or intercreditor agreements or designations with respect thereto; stock powers, indorsements, note powers and allonges, and any amendments, restatements, amendments and restatements, modifications, waivers, supplements, supplemental agreements, instruments, notes (including intercompany notes), coordination agreements, certificates, joinders or consents attached thereto, contemplated thereby or otherwise related to any of the foregoing or as otherwise necessary, appropriate or desirable (collectively, together with the First Lien Credit Facility, the “**First Lien Credit Documents**”) in compliance with the terms and conditions of the First Lien Credit Facility, to, among other things, provide for the addition of the Company as a Subsidiary Guarantor (as defined in the First Lien Credit Facility) under the First Lien Credit Facility and the provision and maintenance of new and existing security interests and intercreditor arrangements with respect to the same.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sole Member hereby determines that the entry by the Company into, and performance of its obligations under, the First Lien Credit Facility, and the maintenance, creation and/or perfection of any security interests in the “Collateral” (as defined in the First Lien Credit Facility), is advisable to the Company; and

**RESOLVED**, that the Sole Member hereby approves the entry by the Company into, and authorizes and directs, in the name and on behalf of the Company or its subsidiaries, to negotiate, enter into, execute and deliver, and cause the performance of its obligations under, the First Lien Credit Documents, as required by the First Lien Credit Facility, in such form as shall be approved from time to time by any Authorized Person (as defined below), and that the Authorized Persons be, and each of them acting alone hereby is, authorized and directed to execute and deliver the First Lien Credit Documents on behalf of the Company; and

**RESOLVED FURTHER**, that the Sole Member hereby approves of any pledge of the membership interests of the Company as collateral under the First Lien Credit Documents and agrees that any transfer

of such membership interests that occurs as a result of the pledge of such membership interests shall be permitted under the A&R Company Agreement; and

**RESOLVED FURTHER**, that all actions heretofore taken by any Authorized Person of the Company in connection with the entry into the First Lien Credit Documents contemplated by this Written Consent are hereby ratified and confirmed in all respects.

#### **Supplemental Indenture Documents**

**WHEREAS**, in connection with the Transaction, the Sole Member deems it advisable that the Company enter into, and perform its obligations under, supplemental indentures (the “**Supplemental Indentures**”) and any other agreements, documents, including any “Security Documents” (as defined in both Indentures (as defined below)), certificates or other items related thereto or necessary, appropriate or desirable to maintain, create and/or perfect a security interest in the “Collateral” (as defined in both Indentures), including, without limitation, any guaranty or support agreement; any mortgage, deed of trust, deed to secure debt, trust deeds or leasehold mortgage (or any similar agreement to any of the foregoing); any collateral agreements, security agreements, pledge agreements, perfection certificates, promissory notes, control agreements, collateral assignment agreements and intellectual property security agreements; any financing statements (including any amendments thereto) and fixture filings (including any amendments thereto) (including, for the avoidance of doubt, the use of the collateral descriptions “all assets, whether now existing or hereafter arising”, “all or substantially all personal property assets”, “all personal property of the debtor now owned or hereafter acquired”, “all assets of the debtor” or any similar description); and any lien subordination, collateral trust or intercreditor agreements or designations with respect thereto; stock powers, indorsements, note powers and allonges, and any amendments, restatements, amendments and restatements, modifications, waivers, supplements, supplemental agreements, instruments, notes (including intercompany notes), coordination agreements, certificates, joinders or consents attached thereto, contemplated thereby or otherwise related to any of the foregoing or as otherwise necessary, appropriate or desirable (collectively, together with the Supplemental Indentures, the “**Supplemental Indenture Documents**”) in compliance with the terms and conditions of (i) that certain indenture, dated as of February 7, 2024 (as amended, supplemented or otherwise modified through the date hereof, the “**2029 Notes Indenture**”), by and among Talos Production, Talos Parent, the subsidiary guarantors party thereto (together with Talos Production and Talos Parent, the “**Talos Parties**”) and Wilmington Trust, National Association, as trustee and collateral agent, providing for the issuance by Talos Production of 9.000% Second-Priority Senior Secured Notes due 2029 (the “**2029 Notes**”), and (ii) that certain indenture, dated as of February 7, 2024 (as amended, supplemented or otherwise modified through the date hereof, the “**2031 Notes Indenture**”, and together with the 2029 Notes Indenture, the “**Indentures**”) by and among the Talos Parties and Wilmington Trust, National Association, as trustee and collateral agent, providing for the issuance by Talos Production of 9.375% Second-Priority Senior Secured Notes due 2031 (the “**2031 Notes**” and, together with the 2029 Notes, the “**Notes**”), to, among other things, provide for the addition of the Company as a Subsidiary Guarantor (as defined in both Indentures) under the Indentures and the provision and maintenance of new and existing security interests and intercreditor arrangements with respect to the same.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sole Member hereby determines that the entry by the Company into, and performance of its obligations under, each of the Supplemental Indenture Documents, and the maintenance, creation and/or perfection of any security interests in the “Collateral” (as defined in both Indentures), is advisable to the Company; and

**RESOLVED**, that the Sole Member hereby approves the entry by the Company into, and the performance of its obligations under, any Supplemental Indenture Documents, as required by the Indentures, in such form as shall be approved from time to time by any Authorized Person (as defined



below), and that the Authorized Persons be, and each of them acting alone hereby is, authorized and directed to execute and deliver the Supplemental Indenture Documents on behalf of the Company.

#### **Joinder Agreement to Purchase Agreement**

**WHEREAS**, the Notes were issued and sold upon the terms and subject to the conditions set forth in that certain purchase agreement (the “*Purchase Agreement*”), dated as of January 25, 2024, by and among the Talos Parties and J.P. Morgan Securities LLC, as representative of the initial purchasers listed on Schedule 1 thereto;

**WHEREAS**, pursuant to the Purchase Agreement, the Talos Parties agreed that, at or prior to the consummation of the Transaction, each of the entities listed on Schedule 3 thereto, including the Company will become party to the Purchase Agreement by entering into a joinder agreement substantially in the form attached as Exhibit A to the Purchase Agreement (the “*Joinder Agreement*”); and

**WHEREAS**, in connection with the Transaction, the Sole Member deems it advisable that the Company enter into, and perform its obligations under the Joinder Agreement, to, among other things, provide for the observance, performance, and assumption of all the rights, obligations and liabilities contemplated under the Purchase Agreement by the Company as if the Company was an original signatory thereto.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sole Member hereby approves the entry by the Company into, and the performance of its obligations under, the Joinder Agreement, as required by the Purchase Agreement, and that the Authorized Persons be, and each of them acting alone hereby is, authorized and directed to execute and deliver the Joinder Agreement on behalf of the Company.

#### **General**

**RESOLVED**, that the Sole Member hereby approves, ratifies and confirms all actions heretofore taken by the Officers, agents and representatives of the Company, on or prior to the date hereof in connection with the transactions contemplated by the foregoing resolutions;

**FURTHER RESOLVED**, that the Officers, agents and representatives of the Company (the “*Authorized Persons*”), are hereby each authorized and directed (i) to take all such actions and execute and deliver all such agreements, documents, certificates and instruments, as such Sole Member, Officers, agents, and representatives may deem necessary, proper or desirable to carry out the purpose and intent of the foregoing resolutions, the necessity, propriety or desirability of which shall be evidenced conclusively by such Sole Member, Officers, agents or representatives taking such actions, (ii) to cause the Company to make all filings necessary to carry out the purpose and intent of the foregoing resolutions, (iii) to cause the Company to pay any fees and expenses related thereto, and (iv) to otherwise carry out the intent and purpose of the foregoing resolutions;

**FURTHER RESOLVED**, that this Written Consent may be transmitted by facsimile machine or other electronic means (such as PDF) and that a facsimile or PDF copy may be executed. The undersigned Sole Member intends that a faxed signature and/or a signature delivered by PDF format constitutes an original signature and that a faxed consent or a consent delivered via PDF containing its signature (original and/or faxed) is binding on the undersigned Sole Member of the Company and the Company; and

**FURTHER RESOLVED**, that the recitals set forth above are incorporated herein by reference as reflecting the general understanding and intent of the parties.



**IN WITNESS WHEREOF**, the undersigned, being the Sole Member of the Company, has caused this Written Consent to be executed as of the date first written above.

**QUARTERNORTH ENERGY HOLDING  
INC.**

By: William S. Moss III

Name: William S. Moss III

Title: Executive Vice President, General Counsel  
and Secretary

SIGNATURE PAGE TO WRITTEN CONSENT  
OF THE SOLE MEMBER OF  
QUARTERNORTH ENERGY LLC

**EXHIBIT A**

**A&R COMPANY AGREEMENT**

[Intentionally Omitted]