

Julie Thobae
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D: 713-651-2970

August 4, 2025

Our File No: 13193.0012

Via FedEx

Bureau of Ocean Energy Management
Adjudication Unit
1201 Elmwood Park Boulevard, MS 5421
New Orleans, Louisiana 70123-2390

Re: Non-Required Filing – Mortgage and UCC Financing Statement for OCS-G Nos. 35417, 36060, 36061, 36309, 36624, 36657, 36658, 36844, and 37558

To Whom It May Concern:

Enclosed please find one original and one copy of each of the enclosed instruments to be filed in the Bureau of Ocean Energy Management's Non-Required document imaging system in the categories noted below for each for the following leases:

Leases	
OCS-G 35417	OCS-G 36060
OCS-G 36061	OCS-G 36309
OCS-G 36624	OCS-G 36657
OCS-G 36658	OCS-G 36844
OCS-G 37558	-

1. **ACT OF MULTIPLE INDEBTNESS MORTGAGE, ASSIGNMENT OF PRODUCTION AND AS-EXTRACTED COLATERAL AND SECURITY AGREEMENT** effective date August 4, 2025 from **CSL Exploration, LP** ("Mortgagor and Debtor") to **Alter Domus (US) LLC** ("Mortgagee and Mortgagee Secured party") to be filed in the above OCS-G lease numbers under Document Category No. 1-"Mortgage Deed of Trust, Security Agreement"; and
2. **LOUISIANA UCC1 FINANCING STATEMENT** - **CSL Exploration, LP** ("Debtor") and **Alter Domus (US) LLC, as Administrative Agent** ("Secured Party") to be filed in the above OCS-G lease numbers under Document Category No. 3-"Liens UCC Filings and Financial Statements".

I have provided a copy of each of the documents for you to file stamp it as received by the Adjudication Section and to return to me in the enclosed FedEx Pak with airbill. I have enclosed Pay.gov receipts for the filing fees in the total amount of \$684.00.

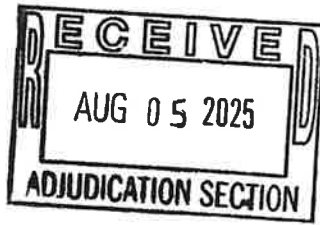
If you have any questions concerning this matter, please do not hesitate to contact me at my direct number 713-651-2970 or by email at jthobae@liskow.com.

Sincerely,

A handwritten signature in black ink that reads "Julie Thobae". The signature is fluid and cursive, with the first name "Julie" and last name "Thobae" clearly distinguishable.

Julie Thobae
Paralegal

Enclosures



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

From

CSL Exploration, LP
(Federal Income Tax Identification No. XX-XXX1035),
(Organizational No. 802127182)
(Mortgagor and Debtor)

To

Alter Domus (US) LLC, as Administrative Agent,
for the ratable benefit of the Secured Parties
(Mortgagee and Mortgagee Secured Party)

A CARBON, PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT. FOR PURPOSES OF FILING THIS INSTRUMENT AS A FINANCING STATEMENT, THE ADDRESS OF THE MORTGAGOR AND DEBTOR IS 1000 LOUISIANA STREET, SUITE 7000, HOUSTON, TEXAS 77002, AND THE ADDRESS OF THE MORTGAGEE AND MORTGAGEE SECURED PARTY IS 225 W. WASHINGTON STREET, 9TH FLOOR, CHICAGO, ILLINOIS 60606.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THIS INSTRUMENT COVERS PROCEEDS OF COLLATERAL.

THIS INSTRUMENT COVERS PRODUCTS OF COLLATERAL.

THIS INSTRUMENT COVERS FIXTURES.

THIS INSTRUMENT COVERS MINERALS, AS-EXTRACTED COLLATERAL AND OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH (INCLUDING, WITHOUT LIMITATION, OIL AND GAS). THIS FINANCING STATEMENT MAY BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE OR UNIFORM COMMERCIAL CODE (OR COMPARABLE) RECORDS OF THE PARISH CLERKS OF THE PARISHES LISTED ON EXHIBIT A HERETO. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH INTEREST IS DESCRIBED IN EXHIBIT A ATTACHED HERETO.

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

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BY

CSL EXPLORATION, LP

IN FAVOR OF

**ALTER DOMUS (US) LLC,
As Administrative Agent**

**STATE OF TEXAS
COUNTY OF HARRIS**

BE IT KNOWN, that on this 31st day of July, 2025, but effective as of August 4, 2025 (the “Effective Date”), before me, the undersigned Notary Public duly commissioned and qualified in and for the State and County aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

CSL Exploration, LP, a Texas limited partnership (Federal Tax I.D. No. XX-XXX1035 and Organizational No. 802127182), with its principal office in the city of Houston, State of Texas, and the mailing address for which is 1000 Louisiana Street, Suite 7000, Houston, Texas 77002, represented by its duly authorized representative as appointed by the resolutions of its general partner, a copy of which resolutions are attached hereto as Exhibit B (hereinafter referred to as “Mortgagor”);

who, being duly sworn, declared and said:

RECITALS

A. Cathexis Holdings, LP, a Texas limited partnership (“Borrower”), is entering into that certain Loan Agreement, dated as of even date herewith (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among the Borrower, the Lenders (as defined in the Loan Agreement) from time to time party thereto, Alter Domus (US) LLC, a Delaware limited liability company, as administrative agent and collateral agent for the benefit of the Secured Parties (together with its permitted successors in such capacity, the “Mortgagee”), and Deutsche Bank AG, as calculation agent,

pursuant to which the Lenders have agreed to extend term loans to the Borrower, upon the terms and conditions specified therein.

B. Mortgagee and the other Secured Parties have requested that the Mortgagor enter into this Act of Multiple Indebtedness Mortgage, Assignment of Production and As-Extracted Collateral, and Security Agreement (this “Mortgage”) and to grant a mortgage lien and continuing security interest in and to the Mortgaged Properties (as defined below), excluding the Excluded Property (as defined below), and the Collateral (as defined below) in connection with the Loan Agreement.

C. Mortgagor will derive substantial benefit from the loans and other financial accommodations made to the Borrower pursuant to the Loan Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by the parties hereto, the parties hereby agree as follows.

ARTICLE I

Mortgage Liens and Security Interests

1.1 (a) In order to secure the full and punctual payment and performance of all present and future Secured Obligations (as hereinafter defined), the Mortgagor does by these presents specially MORTGAGE, AFFECT, HYPOTHECATE, PLEDGE AND ASSIGN unto and in favor of Mortgagee, for the ratable benefit of Mortgagee and the other Secured Parties, to inure to the benefit of Mortgagee, for the ratable benefit of Mortgagee and the other Secured Parties, and does hereby grant unto and in favor of Mortgagee, for the ratable benefit of the Secured Parties, a continuing security interest in and to, the following described property, to-wit:

(a) All of Mortgagor’s rights, titles, interests and estates whether now owned or hereafter acquired in and to the Hydrocarbons (as hereinafter defined) and/or Leases (as hereinafter defined) which are described on Exhibit A attached hereto (all references herein to such Exhibit A shall include the introductory and explanatory comments thereto contained in the preamble to Exhibit A), irrespective of whether such rights, titles, interests and estates are accurately described on Exhibit A and including, without limitation, overriding royalty interests, production payments, net profits interests or other interests irrespective of whether such interests are cost bearing and of whatsoever nature or kind and however characterized, together with any and all mineral interests, mineral rights, royalty interests, fee interests or other interests derived from a landowner or landowners of the lands described on the attached Exhibit A (including to the extent any wells are described on Exhibit A, the leasehold and/or unit underlying such wells) or in the documents described on Exhibit A, all of such rights, titles, interests and estates of Mortgagor and howsoever characterized being hereinafter collectively called the “Leases”;

(b) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to (i) the properties now or hereafter pooled or unitized with any of the Leases; (ii) all presently existing or future unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of

any Federal, State or other governmental body or agency having jurisdiction and so called “working interest units” created under operating agreements or otherwise) which may affect all or any portion of the Leases including, without limitation, those units which may be described on Exhibit A; (iii) all operating agreements, contracts, farm out agreements, farm in agreements, area of mutual interest agreements, equipment leases, production handling agreements, and other agreements which relate to any of the Leases or interests in the Leases described or referred to herein on Exhibit A or to the production, sale, purchase, exchange, processing, transporting or marketing of the Hydrocarbons (hereinafter defined) from or attributable to such Leases or interests; (iv) the Leases described on Exhibit A even though Mortgagor’s interest therein be incorrectly described or a description of a part or all of such Leases or Mortgagor’s interest therein be omitted; and (v) any and all improvements and other constructions now or hereafter located on the Leases or lands described in Exhibit A or in the documents described on Exhibit A to the extent that such property should constitute or be deemed to constitute immovable property for purposes of the law of the State of Louisiana, including without limitation any buildings, platforms, structures, towers, rigs or other immovable property or component part thereof or any such property is otherwise susceptible of mortgage pursuant to Louisiana Civil Code Article 3286 or Louisiana Mineral Code Article 203; it being intended by Mortgagor herein to cover and affect hereby all interests which Mortgagor may now own or may hereafter acquire in and to the Leases and lands described on Exhibit A or in the documents described on Exhibit A notwithstanding that the interests as specified on Exhibit A be limited to particular lands, specified depths or particular types of property interests;

(c) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom and all other minerals (collectively called the “Hydrocarbons”) in and under which may be produced and saved from or attributable to the Leases, the lands covered thereby and Mortgagor’s interests therein, including all oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to the Leases or the lands covered thereby;

(d) All tenements, hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the Leases, properties, rights, titles, interests and estates described or referred to in subparagraphs (a) and (b) above, which are now owned or which may hereafter be acquired by Mortgagor, including, without limitation, the surface leases, subsurface leases, pipeline rights-of-way, servitudes and easements described on Exhibit A hereto, if any, and any and all property, real or personal, now owned or hereafter acquired by Mortgagor and situated upon, used, held for use, or useful in connection with the operating, working or development of any of such Leases or properties (excluding drilling rigs, trucks, automotive equipment or other personal property which may be taken to the premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells or other wells, buildings, structures, field separators, liquid extraction plants, plant compressors, pumps, pumping units, wellhead valves, field gathering systems, pipelines, salt water disposal facilities, 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, power, telephone and telegraph lines, surface leases, rights-of-way, easements, servitudes, licenses and other surface rights together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing properties;

(e) Any property that may from time to time hereafter, by writing of any kind, be subjected to the Lien and security interest hereof by Mortgagor or by anyone on Mortgagor's behalf; and the Mortgagee for the benefit of itself and the Secured Parties is hereby authorized to receive the same at any time as additional security hereunder;

(f) All of the rights, titles, and interests of every nature whatsoever now owned or hereafter acquired by Mortgagor in and to the Leases, as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances to which any Leases, properties, rights, titles, interests or estates are subject, or otherwise; together with any and all renewals and extensions of any of the Leases, properties, rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by Mortgagor in and to the Leases, properties, rights, titles, interests or estates;

(g) All rights, titles, and interests now owned or hereafter acquired by Mortgagor in and to all accounts, goods that are or are to become fixtures, equipment, as-extracted collateral, inventory and contract rights and other general intangibles as such terms are defined in Article 9 of the Uniform Commercial Code-Secured Transactions from time to time in effect in the State of Louisiana, La. R.S. 10:9-101, et seq. (including, without limitation, to the extent assignable, all seismic data, geological data, geophysical data and interpretations of any of the foregoing to the extent a security interest therein may be assigned) constituting a part of, relating to, or arising out of the property and collateral described or mentioned in paragraphs (a) through (f) above, and all proceeds and products of the property and collateral described or mentioned in this and said preceding paragraphs; and

(h) All of Mortgagor's rights, now owned or hereafter acquired, in and to all lease records, well records and production records in Mortgagor's possession or control which relate to any of the foregoing property;

provided, however, the foregoing is made subject to (i) the overriding royalties, unit declarations, operating agreements, contracts, encumbrances, agreements, exceptions, limitations and other matters, if any, described or referred to in Exhibit A and which are taken into consideration in computing any percentage, decimal or fractional interests set forth in Exhibit A and any other Permitted Liens, and the condition that Mortgagee shall not be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Mortgaged Properties (all of the properties, interests and rights described in paragraphs (a) through (h) above, being hereinafter sometimes referred to as the "Mortgaged Properties").

Any fractions or percentages specified on Exhibit A referring to Mortgagor's interest (whether working interest, net revenue interest or otherwise) are contained thereon solely for the

purpose of the warranties made by Mortgagor under Article III hereof and shall not limit the quantum of interest granted hereunder with respect to any unit or well. If any of the Leases or unit described on Exhibit A respecting any well mentioned herein is incorrectly described, nevertheless this Mortgage shall cover all Mortgagor's interest in the Leases allocable to and the unit for such well. If any of the lands covered by any of the Leases or other instrument mentioned on Exhibit A are incorrectly described, then nevertheless this Mortgage shall cover all Mortgagor's interest in such Leases or other instrument as to all of the lands covered thereby, unless limited by express words to the contrary on Exhibit A.

The Mortgaged Properties are to remain so specially mortgaged, assigned, affected and hypothecated unto and in favor of Mortgagee until the full and final payment or discharge of the Secured Obligations, and the Mortgagor is herein and hereby bound and obligated not to sell or alienate the Mortgaged Properties to the prejudice of this Mortgage.

In the event that the Mortgagor acquires additional undivided interests in some or all of the Mortgaged Properties, this Mortgage shall automatically encumber such additions or increases to the Mortgagor's interest in the Mortgaged Properties without need of further act or document. Further, in the event the Mortgagor becomes the owner of an interest in any part of the lands described either in Exhibit A or the documents described on Exhibit A or otherwise subject to or covered by the Mortgaged Properties, (a) the lien of this Mortgage shall be spread to cover such interest, (b) such interest shall be deemed included in the Mortgaged Properties, excluding the Excluded Property, and (c) this Mortgage shall automatically encumber such ownership interest of the Mortgagor (and Mortgagor does hereby specially mortgage, affect, hypothecate, pledge, assign, and grant a continuing security interest unto and in favor of Mortgagee, for the ratable benefit of the Secured Parties, in and to such ownership interest of Mortgagor) without need of further act or document.

1.2 (a) The maximum amount of the Secured Obligations that may be outstanding at any time and from time to time that this Mortgage secures, including without limitation as a mortgage and as an assignment of production, is One Billion One Hundred Fifty Million and No/100 Dollars (\$1,150,000,000.00).

(b) The Mortgagor acknowledges that this Mortgage secures, without limitation, all Secured Obligations consisting of loans or advances under or pursuant to the Loan Agreement, this Mortgage and the other Loan Documents, whether such loans or advances made or incurred by Mortgagee are optional or obligatory by Mortgagee. This Mortgage is and shall remain effective, even though the amount of the Secured Obligations may now be zero or may later be reduced to zero, until all of the amounts, liabilities and obligations, present and future, comprising the Secured Obligations have been incurred and are extinguished. When no Secured Obligations secured by this Mortgage exist and Mortgagee is not bound to permit any Secured Obligations to be incurred, this Mortgage may be terminated by the Mortgagor upon ten (10) days' prior written notice sent by the Mortgagor to Mortgagee in accordance with the provisions of this Mortgage.

Notwithstanding the foregoing, in no event shall the Mortgaged Properties include any right, title or interest in and to (a) any Excluded RE Assets, (b) the surface of any of the lands (i) described in Exhibit A or any of the documents described on Exhibit A or (ii) otherwise covered by the Leases and/or included in the Mortgaged Properties, or (c) any other interest (including any

partial interest) that Mortgagor may now or hereafter own or acquire in and to the surface of any such lands or any other immovable property, including any lignite mine located thereon (other than any rights to use or access any such surface estate pursuant to the terms of any lease, easement, surface use agreement or similar instrument in favor of Mortgagor and its successors and assigns that are included in the Mortgaged Properties) (collectively, the “Excluded Property”).

ARTICLE II

Secured Obligations

2.1 This Mortgage is made to secure and enforce the payment and performance of the Obligations (the “Secured Obligations”).

2.2 Fixture Filing, As-Extracted Collateral, Etc. Without in any manner limiting the generality of any of the other provisions of this Mortgage: (a) some portions of the goods described or to which reference is made herein are to become Fixtures on the land described or to which reference is made herein or on Exhibit A; (b) the security interests created hereby under applicable provisions of the Uniform Commercial Code will attach to all As-Extracted Collateral attributable to the Mortgaged Properties; (c) this Mortgage is to be attached to a UCC-1 financing statement and filed for indexing in the Uniform Commercial Code records as a financing statement; and (d) the Mortgagor is the record owner of the real estate or interests in the real estate or immovable property comprising the Mortgaged Properties.

2.3 Notwithstanding anything to the contrary contained herein, none of the Secured Obligations shall be secured or enforced by any Excluded Property.

2.4 This Mortgage is executed and granted for the benefit and security of the Secured Parties and any other Person secured hereby and any and all future holders of an interest in the Secured Obligations for so long as the same remain unpaid and thereafter for so long as the Lenders, or any other Person secured hereby (or any Affiliate thereof) holds any obligations under the Loan Agreement or until the Liens hereby created are released by the Mortgagee or such other Person.

2.5 Each capitalized term used in this Mortgage and not defined in this Mortgage shall have the meaning assigned to such term in the Loan Agreement, and if not therein defined, such capitalized term shall have the meaning assigned to such term in the Uniform Commercial Code. Uncapitalized terms used herein that are defined in the Uniform Commercial Code shall have the same meaning in this Mortgage. As used herein, “Uniform Commercial Code” means the Uniform Commercial Code presently in effect in the State of Louisiana, as the same may be amended from time to time, and any successor statute thereto, except to the extent that the Uniform Commercial Code of some other jurisdiction applies mandatorily.

ARTICLE III

Representations, Warranties and Covenants

Mortgagor represents, warrants and covenants to and with Mortgagee as follows:

3.1 To the extent of the undivided interests specified on Exhibit A, the Mortgagor has good and defensible title to the Mortgaged Properties (excluding those outer continental shelf

rights-of-ways listed on Exhibit A which are held by the operator (the “**OCS Rights-of-Way**”), subject only to Permitted Liens and any other Liens approved by Mortgagee in writing.

3.2 After giving effect to the Permitted Liens, Mortgagor’s Working Interest (as defined in Exhibit A) is not more than, and its Net Revenue Interest (as defined in Exhibit A) is not less than, the percentages set forth on Exhibit A for each of the Mortgaged Properties.

3.3 Mortgagor has full power and lawful authority to mortgage, pledge, assign, and convey a Lien on all of the Mortgaged Properties (excluding the OCS Rights-of-Way) in the manner and form herein provided. No authorization, approval, consent or waiver of any lessor, sublessor, Governmental Authority or other party or parties whomsoever that has not been obtained is required in connection with the execution and delivery by Mortgagor of this Mortgage.

3.4 Mortgagor will not sell, lease, assign, transfer or otherwise dispose of or abandon any of the Mortgaged Properties except as not expressly prohibited by the Loan Agreement.

3.5 Mortgagor agrees that, if Mortgagor fails to perform any act or to take any action which hereunder Mortgagor is required to perform or take or to pay any money which hereunder Mortgagor is required to pay in each case, within thirty (30) days following written notice from Mortgagee, Mortgagee, in Mortgagor’s name or its own name, may (but shall not be obligated to) perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by Mortgagee and any money so paid by Mortgagee shall be a demand obligation owing by Borrower and shall bear interest at the rate set forth in Section 2.5 of the Loan Agreement (but in no event to exceed the maximum nonusurious rate permitted under or consistent with any applicable law) from the date of making such demand until paid, and Mortgagee, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment.

ARTICLE IV **Assignment of Production, Accounts,** **Contract Rights and Proceeds**

4.1 In order to secure the full and punctual payment and performance of all present and future Secured Obligations and as cumulative of any and all rights and remedies herein provided for, Mortgagor hereby BARGAINS, SELLS, TRANSFERS, ASSIGNS, SETS OVER and DELIVERS, to the Mortgagee, its successors and assigns, all of the following which shall be applied by Mortgagee for the ratable benefit of the Secured Parties, as provided in the Loan Agreement:

(a) All of its as-extracted collateral located in or relating to the Mortgaged Properties located either on the Mortgaged Properties or in federal waters adjacent to the parish or parishes in the State of Louisiana where this Mortgage is filed, including, without limitation, all as-extracted collateral related to the Mortgaged Properties, the Hydrocarbons and all products obtained or produced therefrom.

(b) All Hydrocarbons, and the proceeds therefrom, produced and to be produced from the interests of Mortgagor in the Leases, properties, processing plants and interests now or hereafter constituting a part of the Mortgaged Properties from and after

the Effective Date, and Mortgagor hereby authorizes and empowers said Mortgagee, during the existence of an Event of Default, to demand, collect and receive said Hydrocarbons, and the proceeds therefrom, produced and to be produced from the interests of Mortgagor in said Mortgaged Properties, and to execute any release, receipt, division order, transfer order and relinquishment or other instrument that may be required or necessary to collect and receive such production or the proceeds therefrom and Mortgagor hereby authorizes and directs all pipeline companies, gathering companies and others purchasing Hydrocarbon production from said properties or having in their possession any production from said properties or the proceeds therefrom, to pay and deliver to the Mortgagee during the existence of an Event of Default all such production or proceeds therefrom accruing. Mortgagor agrees that all division orders, transfer orders, receipts and other instruments which the Mortgagee may from time to time execute and deliver during the existence of an Event of Default for the purpose of collecting or receipting for such production or the proceeds therefrom may be relied upon in all respects, and that the same shall be binding upon Mortgagor, and Mortgagor's successors and assigns. Mortgagor agrees to execute and deliver all necessary and appropriate instruments, including transfer and division orders, which may be required by the Mortgagee in connection with the receipt by the Mortgagee of such production or the proceeds therefrom.

(c) All amounts or proceeds hereafter payable to or to become payable to Mortgagor or to which Mortgagor is entitled under all Hydrocarbon sales contracts, all Hydrocarbon contracts, all transportation contracts, and all Hydrocarbon treating and processing contracts relating to or now or hereafter to become a part of the Mortgaged Properties.

(d) During any period while an Event of Default exists, all amounts, sums, revenues and income which become payable to Mortgagor from any of the Mortgaged Properties (including after-acquired properties) or under any contract, present or future, relating to any Hydrocarbon pipeline system and processing plant or unit now or hereafter constituting a part of the Mortgaged Properties.

Mortgagor hereby irrevocably authorizes and directs that, during the continuance of an Event of Default, all such pipeline companies, purchasers, transporters and other parties owing monies to Mortgagor under contracts herein assigned, pay such amounts direct to the Mortgagee as follows:

Mortgagee Bank: Key Bank, N.A.
ABA # 041-001-039
Mortgagee Account Name: ALTER DOMUS (US) LLC
Mortgagee A/C No.: 359681589354
Reference: Cathexis Holdings LP

and such authorization shall continue until this Mortgage is released or such Event of Default no longer exists. The Mortgagee is authorized to collect, receive and receipt for all such amounts and no party making payment shall have any responsibility to see to the application of any funds paid to the Mortgagee, but shall be fully protected in making such payment to the Mortgagee under the assignments herein contained. Should the Mortgagee bring suit against any third party for collection of any amounts or sums included within this assignment (and the Mortgagee shall have

the right to bring any such suit during the continuance of an Event of Default) it may sue either in its own name or in the name of Mortgagor.

4.2 Independent of the foregoing provisions and authorities herein granted, Mortgagor agrees to execute and deliver any and all transfer orders, payment orders, division orders and other instruments that may be reasonably requested by the Mortgagee or that may be required by any purchaser of the production from any of the Mortgaged Properties for the purpose of effectuating payment to the Mortgagee of the proceeds of Hydrocarbon sales to the Mortgagee in accordance with the terms hereof. During the existence of an Event of Default, if under any existing sales agreements, other than division orders or transfer orders, any proceeds of Hydrocarbon sales are required to be paid by the purchaser to Mortgagor so that under such existing agreement payment of such proceeds of Hydrocarbon sales cannot be made to the Mortgagee, Mortgagor's interest in all proceeds of Hydrocarbon sales under such sales agreements and in all other proceeds of Hydrocarbon sales which for any reason may be paid to Mortgagor shall, when received by Mortgagor, constitute trust funds in Mortgagor's hands and shall be promptly paid over to the Mortgagee.

4.3 Mortgagor authorizes and empowers the Mortgagee to receive, hold and collect all sums of money paid to the Mortgagee in accordance with this assignment and to apply the same as is hereinafter provided, all without any liability or responsibility on the part of the Mortgagee other than as a result of the gross negligence or willful misconduct of Mortgagee or its agents or representatives. All payments provided for in this assignment shall be paid promptly to the Mortgagee, and applied pursuant to the terms of the Loan Agreement. It is understood and agreed that should said payments provided for by this assignment be less than the sum or sums then due on said indebtedness, such sum or sums then due shall nevertheless be payable by Borrower in accordance with the provisions of the note or notes or other instrument or instruments evidencing said indebtedness and neither this assignment nor any provision herein contained shall in any manner be construed to affect the terms and provisions of said note or notes or other instrument or instruments. Likewise, neither this assignment nor any provision herein contained shall in any manner be construed to affect the Lien, rights and remedies herein granted securing said indebtedness, nor Mortgagor's liability therefor. The rights under this assignment are cumulative of the other rights, remedies and powers granted under this Mortgage and are cumulative of any other security which the Mortgagee now holds or may hereafter hold to secure the payment of said indebtedness.

4.4 Nothing herein contained shall detract from or limit the absolute obligation of the Borrower or Mortgagor, as applicable, to make prompt payment of all amounts owing under the Loan Agreement, and of all amounts owing hereunder at the time and in the manner provided in the Loan Agreement or provided herein, regardless of whether the proceeds herein assigned are sufficient to pay the same, and the rights under this assignment shall be cumulative of all other security of any and every character now or hereafter existing to secure the payment of the Secured Obligations.

4.5 Notwithstanding the foregoing provisions of this Article IV, the Mortgagee agrees that unless an Event of Default exists, (i) it will not exercise its right to directly receive delivery of production and payment of proceeds and (ii) it will neither notify the purchaser or purchasers of such production nor take any other action to cause such proceeds to be remitted to the

Mortgagee. The Mortgagee hereby grants to Mortgagor a revocable license to receive such proceeds (which revocable license shall automatically terminate and be revoked during the existence of an Event of Default, but which license will be reinstated in the event Mortgagee accepts a cure of any such Event of Default) and directs each party producing, purchasing or receiving production to continue to make such deliveries or payments to Mortgagor until such time as such party has received notice from the Mortgagee that an Event of Default exists and that such party is directed to make delivery or payment directly to the Mortgagee.

ARTICLE V

Waiver and Partial Release

5.1 The Mortgagee may at any time and from time to time in writing:

(a) Consent to Mortgagor's doing any act which hereunder Mortgagor is prohibited from doing, or to Mortgagor's failing to do any act which hereunder Mortgagor is required to do, to the extent and in the manner specified in writing; or

(b) Release any part of the Mortgaged Properties, or any interest therein, or any proceeds of Hydrocarbon sales from the Lien of this Mortgage.

No such act by Mortgagee shall in any way impair the rights of the Mortgagee hereunder except to the extent specifically agreed to by the Mortgagee in such writing.

5.2 The lien and other security rights and interests of the Mortgagee hereunder shall not be impaired by any indulgence, including, but not limited to:

(a) Any forbearance, renewal, extension or modification (whether one or more) which the Mortgagee may grant with respect to any Secured Obligations; or

(b) Any surrender, compromise, release, renewal, extension, exchange or substitution which the Mortgagee may grant in respect of any item of the Mortgaged Properties or any part thereof or any interest therein, or any of the proceeds of Hydrocarbon sales; or

(c) Any release or indulgence granted to any endorser, guarantor or surety of any Secured Obligations.

ARTICLE VI

Rights Until Default

6.1 Unless an Event of Default as specified in Section 7.1 exists, Mortgagor shall retain full right to possess and control the Mortgaged Properties (except as otherwise provided in Section 4.1 hereof), subject, however, to all of the terms and provisions of this Mortgage.

ARTICLE VII
Remedies in Event of Default

7.1 The term “Event of Default” as used in this Mortgage shall mean an Event of Default under and as defined in the Loan Agreement.

7.2 If an Event of Default by Mortgagor under this Mortgage exists, the provisions of this Section 7.2 shall specify the effects of any such Event of Default, the remedies available to Mortgagee following any such Event of Default and any limitations on the exercise of such remedies.

(a) During the existence of an Event of Default, Mortgagee may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against the Mortgagor and in and to the Mortgaged Properties and the Collateral, 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 Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (i) institute proceedings for the complete foreclosure of this Mortgage in which case the Mortgaged Properties and the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; 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 Secured Obligations then due and payable, subject to the continuing lien and security interest of this Mortgage for the balance of the Secured 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; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Mortgaged Properties and the Collateral, without regard for the adequacy of the security for the Secured Obligations and without regard to the solvency of the Mortgagor or of any Person liable for the payment of the Secured Obligations; or (v) pursue such other remedies as Mortgagee may have under applicable law.

(b) The proceeds or avails of any sale made under or by virtue of this Section, together with any other sums which then may be held by Mortgagee under this Mortgage, whether under the provisions of this Section or otherwise, shall be applied:

FIRST, to the payment of all costs and expenses actually incurred in connection with such foreclosure proceedings (including reasonable attorneys’ fees), including, but not limited, to expenses of advertising, sale, and conveyance and all court costs and charges of every character; and

SECOND, as set forth in Section 2.20 of the Loan Agreement.

(c) For purposes of foreclosure under Louisiana executory process procedures, the Mortgagor hereby acknowledges the Secured Obligations and confesses judgment in favor of Mortgagee for the full amount of the Secured Obligations.

(d) In the event the Mortgaged Properties and the Collateral, 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, the Mortgagor and Mortgagee agree that the court issuing any such order shall, if petitioned for by Mortgagee, direct the applicable sheriff to appoint as a keeper of the Mortgaged Properties and the Collateral, Mortgagee or any agent designated by Mortgagee or any person named by Mortgagee at the time such seizure is effected. This designation is pursuant to Louisiana Revised Statutes 9:5131 et seq. and 9:5136 et seq., as each of the same may be amended, and Mortgagee shall be entitled to all the rights and benefits afforded thereunder. It is hereby agreed that the keeper shall be entitled to receive as compensation, in excess of its reasonable costs and expenses incurred in the administration or preservation of the Mortgaged Properties and the Collateral, a reasonable fee as approved by the court, which shall be included as Secured Obligations secured by this Mortgage. The designation of keeper made herein shall not be deemed to require Mortgagee to provoke the appointment of such a keeper.

(e) The Mortgagor waives in favor of Mortgagee any and all homestead exemptions and other exemptions of seizure or otherwise to which the Mortgagor is or may be entitled under the constitution and statutes of the State of Louisiana insofar as the Mortgaged Properties and the Collateral are concerned. The 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 (3) days' delay provided by Louisiana Code of Civil Procedure Articles 2331 and 2722; and (d) the benefit of all other articles and laws providing rights of notice, demand, appraisal, or delay, not specifically mentioned above.

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

(g) The Mortgagee shall have the right to become the purchaser at any sale held by any receiver or public officer, and the Mortgagee shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Secured Obligations owing to Mortgagee and/or the Secured Parties.

(h) All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity, and the Mortgagee shall, on behalf of itself and as administrative agent for the Secured Parties, in addition to the remedies herein provided, be entitled to avail itself of all such other remedies as may now or hereafter exist at law or in equity for the collection of said indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and the resort to any remedy provided for hereunder or provided for by applicable law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

(i) The Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the Secured Obligations, in whole or in part, and in such portions and in such order as may seem best to the Mortgagee in its sole and uncontrolled discretion, and any action shall not in anywise be considered as a waiver of any of the rights, benefits or Liens evidenced by this instrument.

(j) To the fullest extent permitted by applicable law, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Mortgagor, for Mortgagor, Mortgagor's successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Properties, to the extent permitted by applicable law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the Secured Obligations and marshaling in the event of foreclosure of the liens hereby created. Mortgagor for itself, its successors and assigns, does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee, without making a demand or putting in default, putting in default being expressly waived, except for the notice required by Section 7.1 of this Mortgage, to cause all and singular the Mortgaged Properties and the Collateral to be seized and sold by executory or other legal process without appraisal (appraisal being hereby expressly waived), either in its entirety or in lots or parcels, as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct. Mortgagor for itself and all who may claim through or under Mortgagor waives, to the extent that Mortgagor may lawfully do so under applicable law, any and all rights to have the Mortgaged Properties and the Collateral marshaled upon any foreclosure of the lien and security interest hereof or sold in inverse order of alienation, and Mortgagor agrees that Mortgagee may cause the Mortgaged Properties and the Collateral to be sold as an entirety or in parcels as Mortgagee may direct. If any law referred to in this Section and now in force, of which Mortgagor or Mortgagor's successors might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

(k) Mortgagor hereby grants unto Mortgagee the powers of attorney to act for and on behalf of Mortgagor in all transactions of Mortgagor with any federal or state agency relating to any of the Mortgaged Properties; provided, however, that the foregoing power of attorney shall only be exercised during the existence of an Event of Default.

(l) If an Event of Default exists, and Mortgagor should fail to comply with any of the obligations of Mortgagor hereunder, then the Mortgagee may perform the same for the account and at the expense of Mortgagor but shall not be obligated so to do, and any and all expenses incurred or paid in so doing shall be payable by the Borrower to the Mortgagee and shall bear interest at the rate set forth in Section 2.5 of the Loan Agreement (but in no event to exceed the maximum nonusurious rate permitted under or consistent with any applicable law), and the amount thereof shall be payable on demand, and shall be secured by and under this Mortgage, and the amount and nature of such expense and the time when paid shall be fully established by the affidavit of the Mortgagee or any officer

or agent thereof; provided, however, that the exercise of the privileges granted in this paragraph shall in no way be considered or constitute a waiver of the right of the Mortgagee during the existence of an Event of Default hereunder to declare the Secured Obligations to be at once due and payable but is cumulative of such right and all other rights herein given.

ARTICLE VIII.

Security Agreement

8.1 Without limiting any of the provisions of this instrument, in order to secure the full and punctual payment and performance of all present and future Secured Obligations, Mortgagor (referred to in this Article as “Debtor”, whether one or more), expressly GRANTS unto the Mortgagee (referred to in this Article as “Mortgagee Secured Party”), for the benefit of the Secured Parties a continuing security interest in all the Mortgaged Properties hereinabove described (including both those now and those hereafter existing) to the full extent that such properties may be subject to the Uniform Commercial Code-Secured Transactions of the State of Louisiana or the Uniform Commercial Code of the state or states where such properties are situated. The security interest granted hereby also covers and includes all contract rights, equipment, as-extracted collateral, goods that are or are to become fixtures, inventory, general intangibles and accounts with respect to said Mortgaged Properties (but not the Excluded Property) and all products and proceeds of said properties (said properties, Mortgaged Properties, contract rights, equipment, as-extracted collateral, goods that are or are to become fixtures, inventory, general intangibles, accounts, products and proceeds thereof being hereinafter collectively referred to as the “Collateral”). Debtor covenants and agrees with Mortgagee Secured Party that:

(a) In addition to and cumulative of any other rights and remedies granted in this instrument to Mortgagee Secured Party, Mortgagee Secured Party may, if an Event of Default exists, proceed under said Uniform Commercial Code as to all or any part of the Collateral and shall have and may exercise with respect to the Collateral all the rights, remedies and powers of a secured party after default under said Uniform Commercial Code, including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under said Uniform Commercial Code during the existence of an Event of Default, and to apply the proceeds thereof toward payment of any out-of-pocket costs and expenses and reasonable attorneys’ fees and legal expenses thereby incurred by Mortgagee Secured Party, and toward payment of the Secured Obligations in such order or manner as provided for herein or in the Loan Agreement.

(b) During the existence of an Event of Default, Mortgagee Secured Party shall have the right (without limitation) to take possession of the Collateral and to enter upon any premises where the same may be situated for such purpose without being deemed guilty of trespass or otherwise incurring any liability for its entry upon those premises and to take any action deemed necessary by Mortgagee Secured Party, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized.

(c) To the extent permitted by applicable law, Debtor expressly waives any notice of sale or other disposition of the Collateral (other than as may otherwise be expressly required herein or in the Loan Agreement) and any other right or remedies of a debtor or formalities prescribed by applicable law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Mortgagee Secured Party existing during the existence of an Event of Default; and to the extent any such notice is required and cannot be waived, Debtor agrees that if such notice is mailed, postage prepaid, to Debtor at the address shown in the preamble of this Mortgage at least ten (10) days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.

(d) Mortgagee Secured Party is expressly granted the right, at its option, during the existence of an Event of Default, to transfer at any time to itself or to its nominee the Collateral, or any part thereof, and to receive the monies, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for the Secured Obligations or to apply it on the principal and interest or other amounts owing on any of the Secured Obligations, whether or not then due, in such order or manner as provided herein or in the Loan Agreement. All rights to marshaling of assets of Debtor, including any such right with respect to the Collateral, are hereby waived.

(e) During the existence of an Event of Default, Mortgagee Secured Party may require Debtor to assemble the Collateral and make it available to Mortgagee Secured Party at a place to be designated by Mortgagee Secured Party that is reasonably convenient to both parties. All out-of-pocket expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral and the like which are actually incurred or paid by Mortgagee Secured Party as authorized or permitted hereunder, including also all reasonable attorneys' fees, legal expenses and costs, shall be added to the indebtedness secured by this instrument, and Debtor shall be liable therefor.

(f) Should Mortgagee Secured Party elect to exercise its right under said Uniform Commercial Code as to part of the personal property and fixtures described herein, this election shall not preclude Mortgagee Secured Party from exercising the rights and remedies granted by the preceding paragraphs of this instrument as to the remaining personal property and fixtures.

(g) Mortgagee Secured Party is authorized to file, in any jurisdiction where Mortgagee Secured Party deems it necessary to perfect or maintain the security interest created hereby, one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Mortgagee Secured Party, and Debtor will pay the cost of filing or recording those financing statements or this instrument as a financing statement in all public offices at any time and from time to time whenever filing or recording of any financing statement or of this instrument is deemed by Mortgagee Secured Party to be necessary.

8.2 Mortgagor will, at the cost of Mortgagor, and without expense to the Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds

of trust, mortgages, assignments, notices of assignments, transfers and assurances as the Mortgagee shall deem necessary, from time to time, for the purposes of assuring, conveying, assigning, transferring, and confirming unto the Mortgagee the property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage, or for complying with all applicable laws.

ARTICLE IX

Miscellaneous

9.1 This instrument is a mortgage of both movable and immovable property, a security agreement, and an assignment, and also covers Proceeds and Fixtures and As-Extracted Collateral.

9.2

(a) Upon payment in full of the Secured Obligations, at the request of Mortgagor, Mortgagee shall forthwith cause a release of this Mortgage to be entered upon the record at the expense of Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and release as may be appropriate. Otherwise, this Mortgage shall remain and continue in full force and effect.

(b) If any of the Mortgaged Properties shall be sold, transferred or otherwise disposed of in a transaction not expressly prohibited by the Loan Agreement, then Mortgagee, at the request and sole expense of Mortgagor, shall promptly execute and deliver to the Mortgagor all releases, partial releases or other documents reasonably necessary or desirable for the release of the Liens created hereby.

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

9.4 No release of any part of the Mortgaged Properties or the Collateral shall in any way alter, vary or diminish the force, effect or lien and security interest of this instrument on the balance of Mortgaged Properties and Collateral.

9.5 Any provision contained herein or in the Loan Agreement or in any other instrument evidencing or relating to any Secured Obligations to the contrary notwithstanding, none of Mortgagee or any Secured Party shall be entitled to receive or collect, nor shall Mortgagor be obligated to pay, interest on any of the Secured Obligations in excess of the maximum rate of

interest permitted by applicable law, and if any provision of the Loan Agreement or of any other such instrument shall ever be construed or held to permit the collection or to require the payment of any amount of interest in excess of that permitted by applicable law, the provisions of this Section shall control and shall override any contrary or inconsistent provision of the Loan Agreement or other instrument.

9.6 Any notice, request, demand or other instrument which may be required or permitted to be given or furnished to or served upon Mortgagor shall be addressed to it at its address set forth in the preamble to this Mortgage, or such other address as Mortgagor may furnish to the Mortgagee in writing. Notices to the Mortgagee shall be deemed to have been properly given if delivered in like fashion to it at 225 W. Washington Street, 9th Floor, Chicago Illinois 60606, or at such other address as the Mortgagee may furnish to Mortgagor in writing.

9.7 Renewals and extensions of the Secured Obligations may be given at any time and amendments may be made to this Mortgage and other agreements relating to any of the Secured Obligations or the Mortgaged Properties or the Collateral and/or such properties may at any time be released or partially released and/or the Mortgagee may take or hold other security for the Secured Obligations without notice to or joinder or consent of any persons hereafter acquiring any interest in the Mortgaged Properties or the Collateral. The Mortgagee may resort first to such other security or any part thereof or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action shall not be a waiver of any rights conferred by this instrument, which shall continue as a first lien and security interest upon all of the Mortgaged Properties and the Collateral not expressly released until the Secured Obligations are fully paid or otherwise discharged.

9.8 If any provision hereof or of the Loan Agreement is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

9.9 (a) All of the terms, provisions, covenants and conditions hereof shall be binding upon Mortgagor and the respective successors and permitted assigns of Mortgagor and the Mortgagee, and shall inure to the benefit of the Mortgagee and its successors and assigns.

(b) Subject to the terms and provisions of the Loan Agreement, this Mortgage is for the benefit of Mortgagee, for itself and as administrative agent for the Secured Parties, and such other person or persons as may from time to time become or be the holders of any of the Secured Obligations, and this Mortgage shall be transferable and negotiable, with the same force and effect and to the same extent as the Secured Obligations, it being understood that, upon the transfer or assignment by Mortgagee of any of the Secured Obligations, the legal holder of such Secured Obligations shall have all of the rights granted to Mortgagee under this Mortgage. The Mortgagor specifically agrees that upon any transfer of all or any portion of the Secured Obligations in accordance with the terms of the Loan Agreement, this Mortgage shall secure with retroactive rank the existing Secured Obligations of the Borrower to the transferee and any and all Secured Obligations to such transferee thereafter arising.

(c) The Mortgagor hereby recognizes and agrees that Mortgagee or any Secured Party may, from time to time, one or more times, transfer all or any portion of the Secured Obligations to one or more third parties in accordance with the terms and provisions of the Loan Agreement. Such transfers may include, but are not limited to, sales of participation interests in such Secured Obligations in favor of one or more third parties. Upon any transfer of all or any portion of the Secured Obligations, the transferring party may transfer and deliver any and all of its interest in the Mortgaged Properties and the Collateral to the transferee of such Secured Obligations and such Mortgaged Properties and Collateral shall secure any and all of the Secured Obligations in favor of such a transferee then existing and thereafter arising, and after any such transfer has taken place, the transferring party shall be fully discharged from any and all future liability and responsibility to the Mortgagor with respect to such Collateral, and the transferee thereafter shall be vested with all the powers, rights and duties with respect to such Mortgaged Properties and Collateral.

9.10 The Mortgage may be executed in multiple counterparts, each of which is deemed to be an original for all purposes although all such executed copies shall evidence and constitute one and the same instrument; provided that it shall never be necessary for Mortgagee to produce more than one fully executed counterpart with all divisions to prove the existence of all such counterparts. The counterpart recorded in a particular jurisdiction may have attached to it only the division or subdivisions of the exhibit that contain descriptions of Mortgaged Properties located in such jurisdiction; provided that a counterpart with the descriptions of all Mortgaged Properties in all jurisdictions will be filed of record in Terrebonne and Lafourche Parishes, Louisiana. Whenever a recorded counterpart of the Mortgage contains less than all of the divisions, the descriptions contained in the omitted divisions are hereby incorporated into said recorded counterpart by reference.

9.11 The term "Mortgagor" herein used shall mean and include the entity executing this instrument, and its successor in interest in the Mortgaged Properties and the Collateral.

9.13 This Mortgage shall be governed by and construed and interpreted under the laws of the State of Louisiana (without giving effect to conflicts of laws principles).

9.14 To the extent a term in this Mortgage is inconsistent with a term in the Loan Agreement, the terms of the Loan Agreement shall govern while it is in effect; provided that nothing contained in this Section 9.14 shall diminish or preclude the granting of the liens and assignments contained in Articles I, IV, and VIII of this Mortgage, limit the ability of Mortgagee to enforce this Mortgage by ordinary or executory process, or otherwise, or retract from the provisions of Section 9.24 hereof.

9.15 TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR, AND MORTGAGEE, BY ITS ACCEPTANCE OF THIS MORTGAGE, EACH HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. MORTGAGOR, AND MORTGAGEE, BY ITS ACCEPTANCE OF THIS MORTGAGE, EACH ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT

EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS MORTGAGE, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. MORTGAGOR, AND MORTGAGEE, BY ITS ACCEPTANCE OF THIS MORTGAGE, EACH WARRANTS AND REPRESENTS THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

9.16 THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND THERETO REGARDING THE SUBJECT MATTERS HEREOF AND THEREOF AND SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, ORAL OR WRITTEN, REGARDING SUCH SUBJECT MATTERS.

9.17 MORTGAGOR, AND MORTGAGEE, BY ITS ACCEPTANCE OF THIS MORTGAGE, EACH SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS MORTGAGE; AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS MORTGAGE; THAT IT HAS IN FACT READ THIS MORTGAGE AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS MORTGAGE; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING THE EXECUTION OF THIS MORTGAGE; AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS MORTGAGE; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS MORTGAGE RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS MORTGAGE ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

9.18 The production of mortgage, conveyance, tax research or other certificates is waived by consent, and the Mortgagor and Mortgagee, by its acceptance of this Mortgage, agree to hold me, Notary, harmless for failure to procure and attach same.

9.19 Upon request of Mortgagee, Mortgagor will promptly correct any defects, errors or omissions in the execution or acknowledgment of this Mortgage or any other document executed in connection herewith or relating to or evidencing all or any portion of the Secured Obligations, and will execute, acknowledge, and deliver such division orders, transfer orders and other assurances and instruments as shall, in the reasonable opinion of Mortgagee, be necessary or proper to mortgage, assign and grant a security interest to Mortgagee in and to all of the Mortgaged Properties and the Collateral herein mortgaged or assigned, or intended to be mortgaged or assigned, or in which a security interest is granted or intended to be granted. Furthermore, the Mortgagor hereby irrevocably authorizes the Mortgagee at any time and from time to time to file in any Uniform Commercial Code jurisdiction any financing statement or document and amendments thereto, and without the signature of the Mortgagor, where permitted by law, in order to perfect or maintain the perfection of any security interests granted under this Mortgage. The

Mortgagor also hereby authorizes the filing of any financing statement and any amendments thereto, without the signature of Debtor, where permitted by law, that (a) indicate the Mortgaged Properties, excluding the Excluded Property, and/or the Collateral, as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by the applicable Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Mortgagor is an organization, the type of organization, and any organization identification number issued to the Mortgagor, and (ii) in case of a financing statement filed as a fixture filing or indicating collateral as "as-extracted collateral," a sufficient description of the real property to which such collateral relates. The Mortgagor agrees to furnish any such information to the Mortgagee promptly upon request.

9.20 Mortgagee has been appointed Administrative Agent for the Secured Parties pursuant to Section 8 of the Loan Agreement. It is expressly understood and agreed by the parties to this Mortgage that any authority conferred upon the Mortgagee hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Administrative Agent pursuant to the Loan Agreement, and that the Mortgagee has agreed to act (and any successor Mortgagee acting in its capacity as Administrative Agent for the Secured Parties shall act) as such hereunder only on the express conditions contained in such Section 8. Any successor Administrative Agent appointed pursuant to Section 8 of the Loan Agreement shall be entitled to all the rights, interests and benefits of the Mortgagee and the Administrative Agent hereunder.

9.21 It is the intention of Mortgagor and the Secured Parties 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 Secured Parties hereby acknowledge and agree that, notwithstanding any other provision of this Mortgage: (a) the indebtedness 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, and (b) the collateral granted hereunder shall be limited to the maximum amount of property that can be granted without rendering this Mortgage voidable under applicable law relating to fraudulent conveyances or fraudulent transfers

9.22 Mortgagor acknowledges that no note or other evidence of Secured Obligations has been paraphrased for identification with this Mortgage.

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

9.24 Notwithstanding any reference herein to the Loan Agreement, 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.

9.25 Financing Statement; Fixture Filing. A copy of this Mortgage attached to a properly completed UCC-1 financing statement shall be effective as a financing statement filed as a fixture filing with respect to all Goods that after the filing of such financing statement become

Fixtures included within the Mortgaged Properties and is to be filed or filed for record with a clerk of court in any parish in Louisiana for indexing in the Louisiana Uniform Commercial Code records. In addition, the Mortgagor shall deliver to the Mortgagee, upon the Mortgagee's request, any financing statements or amendments thereof or continuation statements thereto that the Mortgagee may require to perfect a security interest in said items or types of property.

9.26 Execution of Financing Statements. Pursuant to the Uniform Commercial Code, the 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 Collateral without the signature of the Mortgagor in such form and in such offices as the Mortgagee reasonably determines appropriate to perfect the security interests of the Mortgagee under this Mortgage. In that regard, the following information is provided:

Name of debtor: CSL Exploration, LP

Address of debtor: 1000 Louisiana Street, Suite 7000, Houston, Texas 77002

State of Formation/Location: Texas

Name of secured party: Alter Domus (US) LLC, as Administrative Agent

Address of secured party: 225 W. Washington Street, 9th Floor, Chicago, Illinois 60606

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

THUS DONE AND PASSED in San Juan, Puerto Rico, on the date set forth above but effective as of the Effective Date, in the presence of the undersigned witnesses who hereunto sign their names with the Mortgagor, and me, Notary, after due reading of the whole.

WITNESSES:



Sign above and print name below:

Amory Santiago



Sign above and print name below:

Rafael Vique

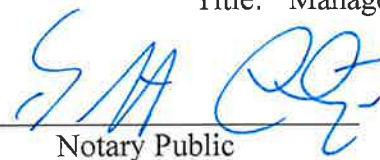
MORTGAGOR:

CSL EXPLORATION, LP
a Texas limited partnership

By: Cathexis Subsidiaries GP, LLC,
its general partner

By: 

Name: William B. Harrison
Title: Manager



Notary Public

Notary # 15986

My Commission Expires
N/A



[Acknowledgment on Next Page]

[SIGNATURE PAGE TO ACT OF MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF PRODUCTION
AND AS-EXTRACTED COLLATERAL, AND SECURITY AGREEMENT
CSL EXPLORATION]

ACKNOWLEDGMENT

Affidavit No. 1597

The foregoing instrument was acknowledged and subscribed before me, Notary, in San Juan, Puerto Rico, on July 31, 2025, by the following person who is personally known to me or has been identified by the means authorized by Law: William B. Harrison, of legal age, single, executive, and resident of San Juan, Puerto Rico, in his capacity as Manager of Cathexis Subsidiaries GP, LLC, the general partner of CSL Exploration, LP, a Texas limited partnership, on behalf of said limited partnership, and me, Notary, after due reading of the whole.



[Signature]
NOTARY PUBLIC

CERTIFICATE OF AUTHENTICITY

The Notary Stamp attached to this document has been translated from Spanish to English as follows:

“Roberto A. Corretjer Reyes, Attorney Notary”

As translated by: Yvonne Garza

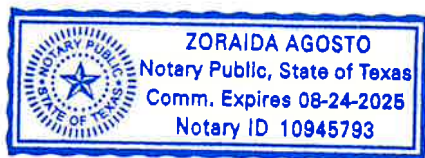

Yvonne Garza

Date: July 31, 2025

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me by means of physical presence, this 31st day of July, 2025, by Yvonne Garza, who is personally known to me or has produced a driver's license as identification.




NOTARY PUBLIC

Zoraida Agosto
Printed Name

EXHIBIT A

ATTACHED TO AND FORMING A PART OF THE
ACT OF MULTIPLE INDEBTEDNESS MORTGAGE, ASSIGNMENT OF
PRODUCTION AND AS-EXTRACTED COLLATERAL, AND SECURITY AGREEMENT

DATED AS OF AUGUST 4, 2025,

FROM

CSL EXPLORATION, LP, as Mortgagor

TO

Alter Domus (US) LLC, as Administrative Agent,
as Mortgagee

PREAMBLE

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

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

“Block” means several leases within an immediate vicinity.

“Net Revenue Interest” or “NRI” means (i) with respect to a Unit for which a Net Revenue Interest is stated, that interest in the applicable Hydrocarbons (as defined in the body of this Mortgage) produced, saved and sold from such unitized area which is afforded to Mortgagor by virtue of its ownership of the Leases included in whole or in part in such area after deducting all burdens against the production therefrom, and (ii) with respect to a Well for which a Net Revenue Interest is stated, that interest in the applicable Hydrocarbons produced, saved and sold from the Well which is afforded to Mortgagor by virtue of its ownership of the Lease (hereinafter defined) on which such Well is located after deducting all burdens against the production therefrom.

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

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

“Working Interest” or “WI” means the property interest which entitles the owner thereof to explore and develop certain land for oil and gas production purposes, whether under an oil and gas lease or unit, a compulsory pooling order or otherwise, and, (i) with respect to a Unit for which a Working Interest is stated, Mortgagor’s share of the costs of operations conducted thereon, and (ii) with respect to a Well for which a Working Interest is stated, Mortgagor’s share of costs of the operation thereof.

Scope and Format of Description. The subject interests are expressly limited to the Leases insofar and only insofar as they cover lands and depth intervals in which Mortgagor owns an undivided interest and do not include lands and depth intervals in which Mortgagor owns no undivided interest even though such lands or depth intervals are covered by the Leases. The format of the description is as follows:

With respect to each Lease, the description includes the Lease, the date, the Lessor, the Lessee, the recording information, the governmental or state serial number assigned to the Lease (if applicable), and a description of the lands covered by the Lease. If the recorded instrument is a short form of memorandum of a Lease, the term “Lease” shall be deemed to include all of the terms and provisions of the Lease referred to in such short form or memorandum. Certain property descriptions are abbreviated to Sections, Townships, and Ranges. In such descriptions, the following terms may be abbreviated as follows:

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

The applicable Blocks are followed by an N, S, E, or W to indicate whether the Block is North, South, East, or West. Certain descriptions merely refer to the Block in which the property is located in whole or in part. In such cases, the recorded Leases and any amendments thereof and any other recorded instruments affecting Mortgagor’s title more particularly describe the land within such Block in which Mortgagor owns an interest, and the descriptions contained in such instruments are incorporated herein by this reference. In the case of certain federal and state leases, the interests set forth may be in the nature of either record, title or operating rights. The land description does not necessarily signify that Mortgagor owns the entire interest in such Lease as to all of such land or as to all depth intervals. The statement of a Working Interest and a Net Revenue Interest for a Well or Unit does not necessarily signify that Mortgagor owns the same applicable Lease or Leases as to the areas or depth intervals not attributable to the Well or Unit.

The statement of a Working Interest and a Net Revenue Interest with respect to a Well or Wells signifies that Mortgagor owns that Working Interest and Net Revenue Interest in the Well or Wells

with respect to the intervals in which the Well or Wells are currently completed, and excludes a unitized area or formation, if any, included within a Unit which is also described in this Exhibit A.

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

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

[ATTACH REMAINDER OF PROPERTY DESCRIPTION]

PROPERTY DESCRIPTION

Leases:

1. Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing serial number OCS-G 36309 dated effective June 1, 2018, by and between United States of America, as Lessor, and Houston Energy, L.P., *et al.*, as Lessees, described as All of Block 987, Green Canyon, containing 5,760.00 acres, as shown on OCS Official Protraction Diagram, NG 15-03.

Working Interest:	Record Title	4.50000%
Net Revenue Interest:		3.47625%

2. Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing serial number OCS-G 35417 dated effective June 1, 2014, by and between United States of America, as Lessor, and Houston Energy, L.P., *et al.*, as Lessees, described as All of Block 988, Green Canyon, containing 5,760.00 acres, as shown on OCS Official Protraction Diagram, NG 15-03.

Working Interest:	Record Title	4.50000%
Net Revenue Interest:		3.47625%

3. Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing serial number OCS-G 36060 dated effective June 1, 2017, by and between United States of America, as Lessor, and Houston Energy, L.P., *et al.*, as Lessees, described as All of Block 943, Green Canyon, containing 5,760.00 acres, as shown on OCS Official Protraction Diagram, NG 15-03.

Working Interest:	Record Title	4.50000%
Net Revenue Interest:		3.47625%

4. Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing serial number OCS-G 36061 dated effective June 1, 2017, by and between United States of America, as Lessor, and Houston Energy, L.P., *et al.*, as Lessees, described as All of Block 944, Green Canyon, containing 5,760.00 acres, as shown on OCS Official Protraction Diagram, NG 15-03.

Working Interest:	Record Title	4.50000%
Net Revenue Interest:		3.47625%

5. Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing serial number OCS-G 36657 dated effective June 1, 2019, by and between United States of America, as Lessor, and Kosmos Energy Gulf of Mexico Operations, LLC, as Lessee, described as All of Block 899, Green Canyon, containing 5,760.00 acres, as shown on OCS Official Protraction Diagram, NG 15-03.

Working Interest:	Record Title	4.50000%
Net Revenue Interest:		3.47625%

6. Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing serial number OCS-G 36658 dated effective June 1, 2019, by and between United States of America, as Lessor, and Kosmos Energy Gulf of Mexico Operations, LLC, as Lessee, described as All of Block 900, Green Canyon, containing 5,760.00 acres, as shown on OCS Official Protraction Diagram, NG 15-03.

Working Interest:	Record Title	4.50000%
Net Revenue Interest:		3.47625%

7. Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing serial number OCS-G 37558 dated effective July 1, 2023, by and between the United States of America, as Lessor, and Kosmos Energy Gulf of Mexico Operations, LLC and Beacon Offshore Energy Exploration LLC, as Lessees, described as All of Block 989, Green Canyon, containing 5,760.00 acres, as shown on OCS Official Protraction Diagram, NG 15-03.

Working Interest:	Record Title	4.50000%
Net Revenue Interest:		3.47625%

8. Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing serial number OCS-G 36844 dated effective November 1, 2019, by and between the United States of America, as Lessor, and Kosmos Energy Gulf of Mexico Operations, LLC, as Lessee, described as All of Block 20, Walker Ridge, containing 5,760.00 acres, as shown on OCS Official Protraction Diagram, NG 15-06.

Working Interest:	Record Title	4.50000%
Net Revenue Interest:		3.47625%

9. Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing serial number OCS-G 36624 dated effective July 1, 2019, by and between United States of America, as Lessor, and Houston Energy, L.P., *et al.*, as Lessees, described as All of Block 35, Green Canyon, containing 5,760.00 acres, as shown on OCS Official Protraction Diagram, NG 15-03.

Working Interest:	Record Title	13.50000%
Net Revenue Interest:		10.42875%

Wells:

Lease	Well Number	Prospect	API Number	WI	NRI
OCS-G 36624 (GC 35)	1	TABASCO	6081140740	13.50000%	10.42875%
OCS-G 36624 (GC 35)	2	TABASCO	6081140749	13.50000%	10.42875%
OCS-G 36061 (GC 944)	WA001	WINTERFELL	6081140743	4.50000%	3.47625%
OCS-G 36060 (GC 943)	WA002	WINTERFELL	6081140753	4.50000%	3.47625%
OCS-G 36061 (GC 944)	WA003	WINTERFELL	6081140777	4.50000%	3.47625%
OCS-G 36061 (GC 944)	WB001	WINTERFELL	6081140790	4.50000%	3.47625%

Outer Continental Shelf Rights-of-Way (held by operator):

ROW	SEG. #	ORIG. AREA/BLK	ORIG. LEASE	ID	TERM. AREA/BLK	TERM. LEASE	ID
ROW OCS-G 29709	21143	GC943	G36060	PLEM A	GC859	G24194	PLET
ROW OCS-G 29713	21152	GC859	G24194	PLET	GC859	G24194	SSTA
ROW OCS-G 29710	21144	GC859	G24194	SSTA	GC859	G24194	PLEM (OXY Manifold)
ROW OCS-G 29716	21177	GC859	G24194	SUTA	GC944	G36061	IUTA-1

EXHIBIT B

RESOLUTIONS

Please see attached.

CERTIFIED RESOLUTIONS

I, William B. Harrison, certify that I am the undersigned Manager of Cathexis Subsidiaries GP, LLC, a Texas limited liability company (the “*General Partner*”), the general partner of CSL Exploration, LP, a Texas limited partnership, (the “*Company*”), that I am authorized to issue this certificate on behalf of the Company, and that attached hereto as Annex A is a true and correct excerpt of the resolutions, with respect to the Company, duly adopted by the Manager of the General Partner pursuant to the written consent dated as of August 4, 2025, which resolutions have not been further amended, modified or revoked, and are in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my name as of the 4th day of August, 2025.

MANAGER:



William B. Harrison

Annex A

WRITTEN CONSENT OF THE MANAGER OF CATHEXIS SUBSIDIARIES GP, LLC

The undersigned, being the sole manager (the “**Manager**”) of Cathexis Subsidiaries GP, LLC, a Texas limited liability company (“**Cat Subs GP**”), for and on behalf of Cat Subs GP, in its capacity as the general partner of CSL Exploration, LP, a Texas limited partnership (“**CSL**”, and together with Cat Subs GP, each a “**Company**” and collectively, the “**Companies**”), does hereby ratify, approve, consent to and adopt, by written consent, in accordance with the Texas Business Organizations Code, the following resolutions as of the date first written above:

WHEREAS, each Company is an indirect subsidiary of Cathexis Holdings, LP, a Texas limited partnership (“**Cathexis Holdings**”); and

WHEREAS, the following resolutions are being adopted by the Manager in the name and on behalf of the Companies, acting (a) in its own capacity and (b) with respect to Cat Subs GP, in its capacity as the general partner of CSL (such capacities being referred to herein as the “**Applicable Capacities**”); and

WHEREAS, Cathexis Holdings, as borrower (the “**Borrower**”), desires to enter into that certain Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), with the lenders party thereto (the “**Lenders**”), Alter Domus (US) LLC, as administrative agent (together with its permitted successors in such capacity, the “**Administrative Agent**”), and Deutsche Bank AG, as calculation agent (together with its permitted successors in such capacity, the “**Calculation Agent**”), pursuant to which, the Lenders agree to make Loans from time to time for the account of the Borrower or its subsidiaries or affiliates. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement; and

WHEREAS, in order to induce the Administrative Agent, the Calculation Agent and the Lenders to enter into the Loan Agreement, CSL is required (i) to guaranty the Borrower’s payment and performance under the Loan Agreement, and (ii) deliver pledges, assignments and transfers to the Administrative Agent of a security interest in any and all Collateral and such other property or assets set forth in the Loan Documents owned by CSL as collateral security for the Obligations; and

WHEREAS, in connection with the foregoing, CSL, to the extent required under the Loan Agreement, intends to execute and deliver (a) that certain Guaranty dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, collectively, the “**Guaranty Agreement**”), (b) that certain Security and Pledge Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, collectively, the “**Pledge Agreement**”), (c) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, collectively, the “**Security Agreement**”) and (d) certain mortgages, deeds of trust and assignments of production on certain mineral and real property interests owned by CSL (as amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Mortgages**”), and/or (e) certain other amendments, supplements, instruments, certificates or documents contemplated by the Loan Agreement, or any additional agreements, instruments and documents as the Administrative Agent and the Calculation Agent may reasonably require in connection therewith (collectively, and together with the Guaranty Agreement, the Pledge Agreement, the Security Agreement and the Mortgages, collectively, the “**Credit Documents**”); and

WHEREAS, the Manager, in its Applicable Capacities, desires to authorize the filing of financing statements with respect to the applicable security interests granted by CSL to the Administrative Agent (the “**Financing Statements**”); and

WHEREAS, the Manager has reviewed the Credit Documents and is of the opinion that the execution, delivery, and performance of the Credit Documents are in the best interest of CSL, for itself and in its Applicable Capacities; are necessary and convenient to the conduct, promotion, or attainment of the business of CSL; and that CSL will benefit, directly, and indirectly, from executing and delivering the Credit Documents to which each is to be a party.

NOW THEREFORE, IT IS HEREBY RESOLVED, that the Manager, in its Applicable Capacities, finds that the execution, delivery, and performance of the Credit Documents are necessary and convenient to the conduct, promotion, and attainment of the business and purpose of CSL and that the execution, delivery, and performance of the Credit Documents, the incurrence of indebtedness and the borrowings under the Credit Documents, and the performance of the Guaranty by CSL of all Obligations and liabilities of the Borrower in favor of the Administrative Agent thereunder, are reasonably expected to directly and indirectly benefit CSL and are in the best interest of CSL; and it is further

RESOLVED, that the Manager, in its Applicable Capacities, hereby authorizes and approves in every respect the forms, terms and provisions of the Credit Documents, and the Manager, and any duly elected and appointed officer of CSL (collectively, the “**Authorized Persons**” and each an “**Authorized Person**”) be, and hereby is, authorized and empowered to execute and deliver the Credit Documents on behalf of CSL, as applicable, and without necessity for joinder or consent of any other person, with such changes therein as the Authorized Person executing the same shall approve, such approval to be evidenced conclusively by his or her execution and delivery of the Credit Documents; and it is further

RESOLVED, that the Manager, in its Applicable Capacities, hereby authorizes the pledge, assignment and transfer to the Administrative Agent, or restatement thereof, as applicable, for the benefit of the Lenders, of a security interest in any and all Collateral and such other property or assets set forth in the Credit Documents owned by CSL as collateral security for the Obligations; and it is further

RESOLVED, the Manager, in its Applicable Capacities, hereby authorizes the Administrative Agent to file the Financing Statements; and it is further

RESOLVED, that each of the Authorized Persons be, and hereby is, authorized, empowered, and directed, for and on behalf and in the name of CSL, for itself and in its Applicable Capacities, to do and perform such acts and deeds, and to execute, acknowledge, and deliver such other instruments, documents, and certificates as such Authorized Person executing the same shall deem necessary or appropriate in order to perform, carry out, and comply with the terms of the Credit Documents and these resolutions; and it is further

RESOLVED, that each of the Authorized Persons be, and hereby is, authorized, empowered and directed, for and on behalf of CSL, for itself and in its Applicable Capacities, to agree to any amendments, restatements, supplements, modifications, joinders, extensions or other changes to the Credit Documents as such Authorized Person shall deem necessary, and any execution and delivery of such amended or modified Credit Documents by such Authorized Person shall be conclusive evidence of approval thereof, and all such modifications or amendments shall be deemed authorized by the Manager, in its Applicable Capacities, pursuant to the terms hereof; and it is further

RESOLVED, that all Credit Documents or other instruments, documents, indebtedness, liabilities, or obligations, if any, heretofore executed, contracted, or made with the Administrative Agent or any other

person under the Loan Agreement on behalf of CSL, for itself and in its Applicable Capacities, by such Authorized Person and all actions of any Authorized Person prior to the adoption of these resolutions, including, but not limited to, negotiation of the terms and/or the execution of the Credit Documents be, and they hereby are, confirmed, ratified and approved as authorized and valid acts taken on behalf of CSL; and it is further

RESOLVED, that each of the Authorized Persons be, and hereby is, authorized, empowered and directed for and on behalf of CSL, for itself and in its Applicable Capacities, to execute and deliver on behalf of CSL such other instruments, certificates and documents, including agreements and amendments to agreements, to make such payments and to take, or cause to be taken, such further action for and on behalf of CSL, for itself and in its Applicable Capacities, as such Authorized Person shall deem necessary or appropriate to enable CSL to perform its respective obligations and exercise its respective rights pursuant to the Credit Documents and otherwise to carry out the intent and purpose of the foregoing resolutions and the transactions contemplated thereby; and it is further

RESOLVED, that any and all actions heretofore taken, and any and all things theretofore done, by the Authorized Persons or other representative of CSL, for itself and in its Applicable Capacities, in connection with, or with respect to, the matters referred to in the foregoing resolutions be, and they hereby are, confirmed, ratified and approved as authorized and valid acts taken on behalf of CSL.