



Sender's Name
jseelman@liskow.com
D: 504.299.6121

October 2, 2025

VIA EMAIL (boemadjudication@boem.gov)

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

RECEIVED
ADJUDICATION SECTION
OCT 02 2025

Re: Non-Required Filing – UCC

Dear Sir or Madam:

Enclosed please find one (1) original of a UCC-1 Financing Statement (“UCC”) by Main Pass Oil Gathering Company, LLC, as Debtor and Bank of America, N.A., as Secured Party, with a copy of the Multiple Indebtedness Mortgage, Including Pledge of Leases and Rents, Financing Statement and Security Agreement, dated as of September 23, 2025, attached as Exhibit A.

Please record this letter and the UCC in the non-required files maintained for the following rights-of-way:

Rights-of-Way
OCS-G 16048
OCS-G 20541
OCS-G 21277
OCS-G 29570

This letter and document should be placed on your document imaging system under “Document Type No. 3” “UCC Filings and Financing Statements.” I have enclosed a paygov receipt for filing fees in the amount of \$152.00. Please forward an email confirming receipt of this filing and also an email attaching a file stamped copy of this filing.

If you should have any questions or need additional information, please do not hesitate to contact me at (504)-299-6121 or via email at jseelman@liskow.com.

Kindest regards,


Joan Seelman
Regulatory Paralegal

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

Important - Read Instructions before filing out form.

Follow instructions carefully.

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

1a Organization's Name Main Pass Oil Gathering Company, LLC				
OR 1b Individual's Last Name (and Title of Lineage (e.g. Jr. Sr., III, if applicable))		First Name		Middle Name
1c Mailing Address 1501 McKinney Street, Suite 800		City Houston	State TX	Postal Code 77010
				Country USA
1d Tax ID #: SSN or EIN XX-XXX9029	Add'l info re Organization Debtor:	1e Type of Organization LLC	1f Jurisdiction of Organization Delaware	1g Organizational ID # if any DE-5916729 ☐ None

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

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

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

3a Organization's Name Bank of America, N.A., as Collateral Agent				
OR 3b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III), if applicable)		First Name		Middle Name
3c Mailing Address 900 W. Trade St., NC 1-026-06-09		City Charlotte	State NC	Postal Code 28255
				Country USA

4. This FINANCING STATEMENT covers the following collateral:
This financing statement covers the collateral described in that certain Multiple Indebtedness Mortgage, Including Pledge of Leases and Rents, Financing Statement and Security Agreement by and between Main Pass Oil Gathering Company, LLC, as Mortgagor and Bank of America, N.A., as Collateral Agent, as Mortgagee, attached hereto as Exhibit A.

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

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

6a Check only if applicable and check only one box
☐ Debtor is a Transmitting Utility. Filing is Effective Until Terminated
☐ Filled in connection with a public finance transaction. Filing is effective for 30 years

6b Check only if applicable and check only one box
Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

7. ALTERNATIVE DESIGNATION (if applicable):
☐ CONSIGNEE/CONSIGNOR ☐ LESSEE/LESSOR
☐ SELLER/BUYER ☐ AG. LIEN ☐ BAILEE/BAILOR
☐ NON-UCC-FILING

8. Name and Phone Number to contact filer
Kathleen Doody (504-299-6115)

9. Send Acknowledgment To: (Name and Address)
Kathleen Doody
Liskow & Lewis
701 Poydras St., Suite 5000
New Orleans, Louisiana 70139

10. The space below is for Filing Office Use Only

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

EXHIBIT A
To Uniform Commercial Code Financing Statement
UCC-1

Main Pass Oil Gathering Company, LLC, Debtor

See Attached

Execution Version

**MULTIPLE INDEBTEDNESS MORTGAGE, INCLUDING PLEDGE
OF LEASES AND RENTS, FINANCING STATEMENT AND SECURITY AGREEMENT**
(this "Mortgage")

DATED AS OF September 23, 2025

FROM

MAIN PASS OIL GATHERING COMPANY, LLC
(Tax Identification Number: XX-XXX9029)
(Organizational Number: 5916729)
("Mortgagor" and/or "Debtor")

TO

BANK OF AMERICA, N.A., as Collateral Agent
("Mortgagee" and/or "Secured Party")

The mailing address of Mortgagee is 540 W. Madison Street, Chicago, Illinois 60661, Attention: Linda Lov, and the mailing address of Mortgagor and Debtor is 1501 McKinney Street, Suite #800, Houston, Texas 77010-4010.

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORDING IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

This instrument contains and/or affects after-acquired property and covers future advances and proceeds to the fullest extent permitted by applicable law.

Attention of Recording Officers: This instrument covers pipelines, gathering, delivery, treating and processing facilities, plants and systems and rights-of-way, easements, permits, licenses and leases pertaining thereto and is among other things, a mortgage on immovable property, a pledge of leases and rents, and a security agreement and financing statement under the Uniform Commercial Code on movable (personal) property. This instrument is to be filed and recorded as a mortgage and, to the extent permitted by applicable law, may be filed as a financing statement (covering gathering and pipeline systems, fixtures, Hydrocarbons) in the Uniform Commercial Code records of any parish of the State of Louisiana.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BE IT KNOWN that on this 23rd day of September, 2025, in the State and County set forth above, and in the presence of the undersigned competent witnesses and the undersigned Notary Public, personally came and appeared

MAIN PASS OIL GATHERING COMPANY, LLC,

a Delaware limited liability company ("Mortgagor"), appearing herein through Elena Robciuc, its duly authorized Senior Vice President & Chief Financial Officer, pursuant to resolutions, a certified copy of which is attached hereto, whose Tax I.D. Number is set forth on the cover page and having a mailing address of 1501 McKinney Street, Suite #800, Houston, Texas 77010-4010,

who hereby grants and executes this Multiple Indebtedness Mortgage, including Pledge of Leases and Rents, Financing Statement and Security Agreement (this "Mortgage") in favor of **BANK OF AMERICA, N.A., as COLLATERAL AGENT** (as such terms are hereinafter defined) having a mailing address of Bank of America, N.A., 540 W. Madison Street Chicago, Illinois 60661 Attn: Linda Lov ("Mortgagee").

WITNESSETH:

WHEREAS, Third Coast Infrastructure, LLC, a Delaware limited liability company, ("Third Coast") and Third Coast Infrastructure Holdings, LLC, a Delaware limited liability company ("Holdings"), Bank of American, N.A., as agent, and each Lender and L/C Issuer are parties to that certain Credit Agreement dated as of September 25, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, Mortgagor is a direct or indirectly owned subsidiary of Borrower for whose benefit Borrower may and will borrow under the Credit Agreement; and

WHEREAS, Mortgagor and Mortgagee desire to secure the payment and performance of the Credit Agreement Obligations (as hereinafter defined), and all other Indebtedness described in Article 1 hereof, by this Mortgage; and

WHEREAS, all acts necessary to constitute this Mortgage as the valid, binding and legal obligation of Mortgagor, including all proper limited liability company action on the part of Mortgagor, have been accomplished.

NOW, THEREFORE, in consideration of these premises and sums heretofore loaned and to be loaned to Mortgagor, Mortgagor and Mortgagee hereby agree as follows:

For all purposes of this instrument, unless the context otherwise requires:

A. "Collateral" shall have the meaning set forth in Section 7.9(a) hereof.

B. "Contracts" means whether now in effect, or hereafter entered into by Mortgagor, Mortgagor's predecessors-in-interest, or by any other parties to the extent that Mortgagor has any right or interest thereto or thereunder, (a) all contracts and agreements for the purchase of all or any portion of the

Mortgaged Property, whether such contracts are now or at any time hereafter existing, including, but without limitation, any and all earnest money or other deposits escrowed or to be escrowed or letters of credit provided or to be provided by the purchasers under the contracts, including all amendments and supplements to and renewals and extensions of the contracts at any time made, and together with all payments, earnings, income, and profits arising from the sale of all or any portion of the Mortgaged Property or from the contracts and all other sums due or to become due under and pursuant thereto and together with any and all earnest money, security, letters of credit or other deposits under any of the contracts; (b) contracts, licenses, or permits which are directly or indirectly related to, or connected with, the development, ownership, maintenance or operation of the Mortgaged Property, whether such contracts, licenses, and permits are now or at any time thereafter existing, and all contacts relating to improvements constructed or to be constructed on or in relation to the Mortgaged Property; (c) any and all right, title, and interest Mortgagor may have in any financing arrangements relating to the financing of or the purchase of all or any portion of the Mortgaged Property by future purchasers; and (d) all other contracts which in any way relate to the use, enjoyment, occupancy, operation, maintenance, repair, management or ownership of the Mortgaged Property, including, but not limited to, maintenance and service contracts, and management agreements; provided that "Contracts" shall not include amounts owing to mechanics, materialmen, supplier and other third-parties for goods or services received by Mortgagor in the ordinary course of business.

- C. "Credit Agreement" shall have the meaning set forth in the Recitals hereof.
- D. "Credit Agreement Obligations" means the "Obligations," under and as defined in the Credit Agreement.
- E. "Default" shall have the meaning set forth in Section 6.1 hereof.
- F. "Excluded Assets" has the meaning given to such term in the Credit Agreement.
- G. "Exhibit A" includes all portions of Exhibit A attached to this Mortgage delivered to Mortgagee.
- H. "Flood Insurance Laws" means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto, (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (v) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.
- I. "Hydrocarbons" means all as-extracted collateral produced from or attributable to the Mortgaged Property, and all oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, and all products refined or separated therefrom and all other minerals which may be produced, saved from, attributable to or transported through any Mortgaged Property, including all oil in tanks, line fill and or line pack in any pipelines and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Mortgaged Property.
- J. "Indebtedness" shall have the meaning stated in Section 1.1 hereof.
- K. "Lands described in Exhibit A" means all that certain real property described on Exhibit A attached hereto and made a part hereof, including that subject to the terms of the Servitudes (including any Real Property located offshore of the State of Louisiana and Plaquemines Parish, Louisiana), including any lands, easements, surface and mineral leases, rights-of-way, or rights of use and easement, the description of which is contained in Exhibit A attached hereto or is contained in any instrument or document described in Exhibit A

which descriptions of land contained in such instruments or documents are hereby incorporated herein by reference together with all right, title, interest, and privileges of Mortgagor in and to (a) all streets, roadways, alleys, easements, surface and mineral leases, rights-of-way, rights of use and easement, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to such real property or the improvements thereon; (b) any strips or gores of real property between such real property and abutting or adjacent properties; (c) all water and water rights, timber and crops pertaining to such real property; and (d) all appurtenances and all accessories in or to such real property.

L. "Loans" means the extensions of credit (including, without limitation, Letters of Credit) under the Credit Agreement as the amounts thereof may be increased or decreased from time to time.

M. "Maximum Amount" shall have the meaning set forth in the paragraph immediately preceding Article I hereof.

N. "Mortgaged Property" shall have the meaning assigned to such term in the Granting Clauses hereof.

O. "Mortgagee" shall have the meaning set forth in the Preamble hereof.

P. "Mortgagor" shall have the meaning set forth in the Preamble hereof.

Q. "Real Property" means, collectively, all of the Mortgagor's present and future interests in the Lands described in Exhibit A.

R. "Release Date" means the date upon which any right-of-way, permit, easement, or right of use and easement affecting or constituting any part of the Mortgaged Property (or any portion thereof) shall terminate according to the terms of such right-of-way, permit, easement, or right of use and easement.

S. "Rents" means all amounts, proceeds or accounts (including accounts in the form of joint interest billings) and general intangibles of Mortgagor now or hereafter existing, or hereafter acquired by, or on behalf of, Mortgagor or Mortgagor's successors-in-interest, relating to the sale, purchase, marketing, exchange, processing, treating, compressing, handling, storage, transporting, transmitting or gathering of Hydrocarbons, payable to or to become payable to Mortgagor or to which Mortgagor is or becomes entitled under all leases, assignments, agreements, instruments or other Contracts or transactions now or hereafter to become a part of the Mortgaged Property. For purposes hereof, "Rents" shall also mean any rents arising from the lease of any of the Real Property which is subject to pledge under Louisiana Civil Code article 3142.

T. "Servitudes" means those certain rights of way granted by the United States of America more fully described on Exhibit A.

U. "Systems" means all Pipeline Systems and Pipeline Property situated on the Lands described on Exhibit A and all systems, plants, facilities, and Hydrocarbons, insofar as the same constitute line fill and/or line pack, used in connection with the gas gathering and gas treating plants and facilities and pipeline systems, and/or oil, refrigeration, processing, treating, gathering, storage or transportation systems, and all other plants and facilities now owned by Mortgagor, or hereafter acquired, including all equipment used or useful in connection with such systems, plants and facilities whether now owned or hereafter acquired, and further including without limitation, all loops, laterals, pipe, fittings, connections, valves, side valves, blowdown valves, mainline valves, test leads, mains, meters, dehydrators, scrubbers, controls, casing, casing insulators, casing vents, tubing and piping used in connection with the systems, plants and facilities located on the Real

Property (including all offshore areas), and all of their accessories or component parts, whether or not particularly described herein, constructed for the sale, purchase, marketing, exchange, processing, treating, compressing, handling, storing, transporting, transmitting or gathering of Hydrocarbons consisting of equipment, facilities, compressors, lengths of pipe and any and all other types of pipe actually employed in its construction, including all casings surrounding any piping, all casing seals, casing insulators and casing vents, and all joints, connections or flanges, rods, gauges and all compressor, tank and pump sites, pipe, piping, pipe racks, pumps, engines, compressors, block valves, heaters, coolers, filters, refrigerators, dehydrators, extractors, measurement and pigging facilities, tanks, storage tanks, loading racks, scales, markers of any and all markers, including caution signs, aerial markers, navigable waterway marks, mile posts, and ground markers, and all types of cathodic protection test stations, regulators, starters, motors, engines, housing, leaders, orifices, skid-mounted equipment, exchangers, regenerators, reboilers, refrigeration equipment, separators, meters, valves, block valves and generators and all other natural gas and all surface or underground facilities, and all fences, and all pressure gauges and other gauges, and all interconnections with other pipelines, and all side valves, blowdown valves, mainline valves, and all test leads, and all materials or gas products or by-products processing, treating, fractionating, refuting, refrigeration, gas gathering, transporting, storing, delivering and/or marketing equipment and all other items or types of equipment and associated or component parts or supplies, including any and all machinery, tools, blueprints, plans, furniture, furnishings, fixtures and other goods of Mortgagor, whether now owned or hereafter acquired and all spare parts, replacements or substitutions thereof and replacements therefor; appurtenances or any portion of the systems, plants, facilities or their above-described associated or component parts as presently existing or as hereafter existing whether as a result of repair, replacement or addition and whether attached to, incorporated with the systems, plants, and facilities or used in connection with the systems, plants and facilities insofar as such additions are used in connection with the systems, plants and facilities, located on the Real Property subject to the Servitudes (including all offshore areas), and owned by Mortgagor.

V. "Uniform Commercial Code" means the Louisiana Uniform Commercial Code or the Uniform Commercial Code of such other jurisdictions applicable to security interests therein, including, without limitation, revised Article 9 thereof now or hereafter in force and effect therein.

W. Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Credit Agreement.

NOW, THEREFORE, to secure payment of the Indebtedness and the performance of the covenants and obligations herein contained, Mortgagor, for good and valuable consideration, receipt of which is acknowledged by said Mortgagor, does hereby specially grant a security interest in, mortgage, hypothecate, and pledge to Mortgagee and its successors assigns, all of Mortgagor's right, title and interest, whether now owned or hereafter acquired in the following described property:

Granting Clause One

all of the rights of Mortgagor as lessee or grantee of the Servitudes, including all rights to the Real Property affected thereby, (excluding all present and future buildings), constructions, component parts, improvements and attachments located on the Real Property, and including all of the surface and mineral leases, servitudes, easements, rights-of-way, and rights of use and easement together with all and singular the rights, surface and mineral leases, easements, servitudes, rights-of-way, privileges, appendages and appurtenances now or hereafter belonging or in any way pertaining to the Real Property (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); located in or offshore the State of Louisiana and in or offshore Plaquemines Parish, Louisiana;

Granting Clause Two

the Contracts;

Granting Clause Three

all rights, titles, interests and estates now owned or hereafter acquired by the Mortgagor in and to all geological, geophysical, engineering, accounting, title, legal and other technical or business data concerning the Mortgaged Property or any other item of property which are in the possession of the Mortgagor, and all books, files, records, magnetic media, computer records and other forms of recording or obtaining access to such data;

Granting Clause Four

the Hydrocarbons;

Granting Clause Five

all other interests of every kind and character in each and all of the Systems and the real and personal properties included therein which Mortgagor may now own or hereafter acquire at any time prior to the payment in full and performance of all Indebtedness, together with any and all corrections or amendments to, or renewals, extensions or ratifications of, any of the same, or of any instrument relating thereto, and all rights-of-way, rights of use and easement, franchises, permits, licenses, improvements, easements, hereditaments and appurtenances now existing or in the future obtained in connection with any of the aforesaid, and all other things of value and incident thereto which Mortgagor might at any time have been or may hereafter become entitled to, all the aforesaid properties, rights and interests, together with any additions thereto which may be subjected to the lien of this instrument by means of supplements hereto or amendments hercof;

Subject, however, to the condition that Mortgagee shall not be liable in any respect for the performance of any covenant or obligation of Mortgagor in respect of the Mortgaged Property (as defined below);

Granting Clause Six

with respect to all of the foregoing and hereinafter described property, this Mortgage shall also constitute a security agreement under Chapter 9 of Title 10 of the Louisiana Revised Statutes of 1950, being part of the Uniform Commercial Code in effect in the State of Louisiana, as amended, and pursuant thereto a security interest is granted in said property. Said security interests shall also apply to, and there is hereby granted a security interest in, any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any taking of the said property or any part thereof under power of expropriation or eminent domain, either temporarily or permanently; (b) any change or alteration of the grade of any street; and (c) any other injury or damage to, or decrease in value of, the said property or any part thereof; (d) stored or extracted Hydrocarbons of every kind and character, and/or products of Hydrocarbons, wherever located, stored or maintained; and (e) all of the proceeds (cash and non-cash) and accessions of the property described in this paragraph and in the foregoing and following paragraphs of this Mortgage;

In order to secure the payment and performance of any and all Indebtedness described or contemplated or otherwise undertaken herein, all of which are intended to be secured under this Mortgage and under the security interests herein granted under the said Uniform Commercial Code, the said security interests shall apply to all of the proceeds (cash and non-cash) thereof, including the proceeds of any and all insurance policies in connection therewith, and Mortgagee to have all of the rights and remedies of a secured party under the said Uniform Commercial Code; and

Granting Clause Seven

as further security for the full and final payment and performance of the Indebtedness, including principal, interests, costs and attorneys' fees, Mortgagor now grants a security interest in and pledges to Mortgagee:

a. All right to payment (in cash or in kind) owed or to be owed to Mortgagor (such as a bonus, rent, or royalty) which is payable out of or measured by production of Hydrocarbons or the like (including oil and gas) or is otherwise attributable to mineral rights, together with and including all of the Hydrocarbons produced from the Lands described in Exhibit A and all products obtained or processed therefrom and the revenues and proceeds now or hereafter attributable to said Hydrocarbons and said products, including all current and future Rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas, geothermal or mineral leases concerning the above-described property or any part of it. There shall be no duty or obligation of any party paying such revenues and proceeds to inquire into the right of Mortgagee to receive the same, what application is made thereof, or as to any other matter. Mortgagor further agrees to perform all such acts, and to execute all such further assignments, transfer and division orders, and other instruments as may be required or desired by Mortgagee or any party in order to facilitate having said proceeds and revenues so paid to Mortgagee.

b. All current and future leases or subleases granted by Mortgagor as lessor or sublessor affecting the Lands described in Exhibit A and all Rents, issues and profits of the property or any part of it whether under leases now existing or created in the future affecting the Lands described in Exhibit A, all pursuant to the provisions of and to the full extent authorized by Louisiana Civil Code article 3141 *et seq.*, as supplemented by La. R.S. 9:4401 *et seq.* At its option, upon default of any Indebtedness secured by this Mortgage, Mortgagee is authorized to collect rentals and apply them to the Indebtedness after deduction of collection charges, and any lessee or future lessee is directed to pay to Mortgagee, upon demand by Mortgagee, all rentals becoming due under any lease or rental contract on all or any portion of the property. By accepting this transfer, assignment, and pledge, however, Mortgagee does not assume any obligations of Mortgagor under any such lease or rental contract.

c. All incorporeal rights incidental or accessory to the Lands described in Exhibit A and the Mortgaged Property or its use, including, without limitation the right to receive proceeds and awards from the sale, transfer or other conveyance, lease insurance loss including any insurance policies insuring against loss or damage to the Mortgaged Property pursuant to Louisiana Revised Statutes section 9:5386, claims for damages, or condemnation, expropriation or other taking of all or any part of the Lands described in Exhibit A or the Mortgaged Property pursuant to Louisiana Revised Statutes section 19:11.

Without limiting any of the other provisions of this Mortgage, Mortgagor expressly grants to Mortgagee, as secured party, a security interest in all of those portions of the Mortgaged Property which are or may be subject to the Uniform Commercial Code provisions applicable to secured transactions, including particularly (a) all accounts and accounts receivable, (b) all inventory, (c) all equipment, (d) all fixtures located on the Land described in Exhibit A, (e) all as-extracted collateral and other Hydrocarbons arising from or produced from the Lands described in Exhibit A, and (f) all general intangibles and contract rights.

The term "Mortgaged Property" shall include all of the property affected by the mortgage, pledge of rents and leases and security agreement granted herein, including all rights-of-way, rights of use and easement, easements, Servitudes, Hydrocarbons, and all leases, including surface and mineral leases, and Rents, including all of the property described in Granting Clause One through Granting Clause Seven above, and all property

subject to the security interests granted herein. Notwithstanding any provision in this Mortgage to the contrary, in no event (i) is any Excluded Asset included in the definition of "Mortgaged Property" and no Excluded Asset is hereby encumbered by this Mortgage and (ii) is any "Building" (as defined in the applicable Flood Insurance Laws) or "Manufactured (Mobile) Home" (as defined in the applicable Flood Insurance Laws) included in the definition of "Mortgaged Property" and no Building or Manufactured (Mobile) Home is hereby encumbered by this Mortgage.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee and its successors and assigns, forever, subject to and upon the terms and conditions hereinafter set forth:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, the maximum amount of the Indebtedness secured by the Mortgage, which is granted in accordance with (i) Louisiana Civil Code Article 3298; and (ii) the pledge of rents and leases pursuant to Louisiana Civil Code article 3141 *et seq.*, as supplemented by La. R.S. 9:4401 *et seq.*, is Two Billion and No/100 Dollars (\$2,000,000,000) (the "Maximum Amount"), including interest thereon and all amounts expended by Mortgagee after a declaration of default hereunder to maintain the lien of this Mortgage or to protect the Mortgaged Property secured hereby, including, without limitation, amounts in respect of insurance premiums, real estate taxes, litigation expenses to prosecute or defend the rights, remedies and lien of this Mortgage or title to the Mortgaged Property secured hereby, and any costs, charges, or amounts to which Mortgagee becomes subrogated upon payment, whether under recognized principles of law or equity or under express statutory authority, including interest on all the foregoing amounts at the rate provided for in the Credit Agreement.

ARTICLE I INDEBTEDNESS SECURED AND DEFEASANCE

Section 1.1 This instrument is executed and delivered by Mortgagor to secure and enforce all Credit Agreement Obligations, including all of the indebtedness below described, all of which are included within the term "Indebtedness," as used in this Mortgage:

- (a) All Credit Agreement Obligations; and
- (b) all renewals, extensions, replacements, rearrangements, modifications, substitutions of any indebtedness, obligations and liabilities described in this Article, which may from time to time and for any term or terms be effect; and
- (c) any and all interest, costs of collection, and attorneys' fees and court costs incurred in connection with this Mortgage or the other Loan Documents.

Section 1.2 This Mortgage is granted for the purpose of being used as security for the Indebtedness. This Mortgage will remain in effect until cancelled under a written mortgage cancellation instrument signed by Mortgagee. Mortgagor may request such a written mortgage cancellation instrument from Mortgagee only after all of the Indebtedness have been fully paid, performed and satisfied and there is no obligation or commitment on Mortgagee's part to fund or permit any additional Indebtedness to be incurred or to exist. Mortgagor may request such a mortgage cancellation instrument by writing to Mortgagee at its address set forth hereinabove, or at such other address as Mortgagee may furnish to Mortgagor in the future. Mortgagee may delay providing such a mortgage cancellation instrument for up to sixty (60) days following its receipt of such written notice of request.

ARTICLE II PARTICULAR WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor hereby represents and warrants, and, so long as any part of the Indebtedness remains unpaid and/or unperformed, covenants and agrees as follows:

Section 2.1 The Mortgagor has good and merchantable title to and is possessed of the Servitudes and the System constructed thereon and has good title to the Collateral. The Collateral is free of all Liens except those permitted by Section 7.01 of the Credit Agreement.

Section 2.2 This Mortgage is, and always will be kept, a direct first priority Lien upon the Mortgaged Property; provided that Liens permitted by Section 7.01 of the Credit Agreement may exist, but no intent to subordinate the priority of the Liens created hereby is intended or inferred by such existence. The Mortgagor will not create or suffer to be created or permit to exist any Lien, security interest or charge prior or junior to or on a parity with the Lien of this Mortgage upon the Mortgaged Property or any part thereof other than such Liens permitted by Section 7.01 of the Credit Agreement. The Mortgagor will warrant and defend the title to the Mortgaged Property, subject to the Liens permitted by Section 7.01 of the Credit Agreement, against the claims and demands of all other Persons whomsoever and will maintain and preserve the Lien created hereby (and its priority) until the Maturity Date. If (i) an adverse claim be made against or a cloud develop upon the title to any part of the Mortgaged Property other than a Lien permitted by Section 7.01 of the Credit Agreement or (ii) any Person, including the holder of a Lien permitted by Section 7.01 of the Credit Agreement, shall challenge the priority or validity of the Liens created by this Mortgage, then the Mortgagor agrees to immediately defend against such adverse claim, take appropriate action to remove such cloud or subordinate such Lien, in each case, at the Mortgagor's sole cost and expense. The Mortgagor further agrees that the Mortgagee may take such other action as it reasonably deems advisable to protect and preserve its interests in the Mortgaged Property, and in such event the Mortgagor will indemnify the Mortgagee against any and all cost, attorneys' fees and other expenses which they may incur in defending against any such adverse claim or taking action to remove any such cloud.

Section 2.3 Prior to obtaining possession of the Mortgaged Property by Mortgagee, receiver or otherwise in accordance with the terms herein, Mortgagor will protect, indemnify, defend and hold harmless Mortgagee from and against any and all claims, causes of action, suits, liabilities, damages, losses, reasonable costs and expenses (including reasonable attorneys' fees), of whatever nature, which may arise or result, directly or indirectly by reason of the use or occupation of the Mortgaged Property or any part thereof or any failure by Mortgagor to comply with the covenants contained herein, except to the extent based on Mortgagee's gross negligence or willful misconduct.

Section 2.4 Mortgagor will promptly and (insofar as not contrary to applicable law) at its own expense record and re-record, reinscribe, file and refile and register and re-register this instrument and every other instrument in addition or supplemental hereto that shall be required by law in order to perfect and maintain the Lien and security interest intended to be created hereby, in such manner and places and within such times as may be necessary to perfect and maintain such lien and security interest and preserve and protect the rights and remedies of Mortgagee, and will furnish satisfactory evidence of every such recording, filing and registration to Mortgagee.

Section 2.5 Mortgagor agrees that, upon the occurrence and during the continuance of a Default, if it fails to perform any act which it is required to perform hereunder, or to pay any money which it is required to pay hereunder, Mortgagee may, upon notice to Mortgagor, but shall not be obligated to, perform or cause to be performed such act or pay such money, and any expense thereby incurred by Mortgagee and any money so paid shall be a demand obligation owing by Mortgagor and shall bear interest at the Default Rate from the date

of making such payment until paid and shall be part of the Indebtedness hereby secured and Mortgagee shall be subrogated to all of the rights of the Person, corporation or body politic receiving such payment.

Section 2.6 Mortgagee will promptly, on request of Mortgagee, correct any defect, error or omission which may be discovered in the contents of this Mortgage or in the execution or acknowledgment thereof, and will promptly execute and deliver any and all additional instruments as may be requested from time to time by Mortgagee to correct such defect, error or omission or to describe more fully or particularly any of the Mortgaged Property or to identify any additional properties which are or become subject to this Mortgage and which are intended to be included herein.

Section 2.7 Any time upon request and from time to time upon request, but subject to any limitations contained in the Credit Agreement, Mortgagee will execute and deliver written Notices of Assignment to any Persons owing or which may in the future (while this Mortgage remains unreleased) owe to Mortgagee moneys or accounts arising in connection with any of the following matters:

- (a) any Contracts described (either in the general or specific descriptions) in this instrument or any exhibit hereto;
- (b) the operation of any part of the Systems on the Mortgaged Property; or
- (c) all amounts and accounts which may accrue otherwise in connection with the Mortgaged Property or the operation of the Systems;

advising such third parties that all such moneys and accounts have been assigned to Mortgagee and requiring and directing that future payments thereof (including amounts then owing and unpaid) be paid to Mortgagee in accordance with the pledge and security agreement set out in Article III below.

Section 2.8 Mortgagee will execute and deliver upon request by Mortgagee and from time to time upon request, such additional security agreements, financing statements and other assurances as may be desired by Mortgagee with reference to properties (of any classification) described or intended to be described in this instrument or any exhibit hereto either in the general or specific descriptions and including, without limitation, items of after-acquired property.

ARTICLE III

PLEDGE AND SECURITY AGREEMENT AFFECTING LEASES AND RENTS AND ACCOUNTS AND OTHER PROCEEDS OF HYDROCARBONS

Section 3.1 For the purpose of additionally securing the payment and performance of all items of the Indebtedness and to provide an additional means of paying and performing the Indebtedness and as cumulative of any and all rights and remedies herein provided for, Mortgagee hereby pledges to Mortgagee and its successors-in-interest, and grants to Mortgagee a first and prior continuing security interest in, all Rents and leases affecting any and all of the Mortgaged Property in accordance with and pursuant to Louisiana Civil Code article 3141 *et seq.*, as supplemented by La. R.S. 9:4401, *et seq.*, and in all other proceeds of the sale or production of any Hydrocarbons, including any accounts arising out of the sale of Hydrocarbons from the Mortgaged Property at the wellhead or minehead, and shall have all rights and remedies of a pledgee and secured party under such laws.

Section 3.2 Mortgagee agrees that at all times prior to the occurrence of a Default, Mortgagee shall continue to have the right to exercise and enjoy the right to collect, demand, sue for, attach, levy, recover, and receive the Rents, and to give proper receipts, releases, and acquittances therefor. Upon the occurrence of a Default, Mortgagee shall thereafter have the right to receive all Rents and apply the Rents so collected in a

manner not in violation of the Loan Documents. Furthermore, and notwithstanding the provisions of this Section 3.2, no credit shall be given by Mortgagee for any Rents until the money constituting the Rents collected is actually received by Mortgagee at its address set forth in the first paragraph of this Mortgage, or at such other place as Mortgagee shall designate in writing, and no such credit shall be given for any Rents collected or released after termination of such license, after foreclosure or other transfer of the Mortgaged Property (or part thereof from which Rents are derived pursuant to this Mortgage) to Mortgagee or any other third party.

Section 3.3 (a) Upon the occurrence and during the continuance of a Default, Mortgagee shall be entitled to immediate possession of all Rents upon such termination, and further, upon such termination, Mortgagor shall authorize and direct each and every account debtor or other party owing Rents to Mortgagor to pay directly to Mortgagee all Rents thereafter accruing, and the receipt of Rents by Mortgagee shall be a release of such account debtor or such other party to the extent of all amounts so paid. Mortgagee may, at any time following the occurrence and during the continuance of a Default, upon notice to Mortgagor, notify any such party owing Rents that Mortgagor's right to receive Rents has been terminated and that all payments concerning Rents shall be paid directly to Mortgagee. The receipt by any such party owing Rents of a such notice shall be sufficient authorization for such party owing Rents to make all future payments of Rents directly to Mortgagee, and each such party owing Rents shall be entitled to rely on such notice and shall have no liability to Mortgagor for any Rents paid to Mortgagee after receipt of such notice. Rents so received by Mortgagee for any period prior to foreclosure under this Mortgage or acceptance of a deed in lieu of such foreclosure shall be applied by Mortgagee in accordance with the terms of the Credit Agreement. In no event will this Article III reduce the Indebtedness except to the extent, if any, that Rents are actually received by Mortgagee and applied upon or after said receipt to such Indebtedness in accordance with the preceding sentence. Without impairing its rights hereunder, Mortgagee may, at its option, at any time and from time to time, release to Mortgagor, Rents so received by Mortgagee or any part thereof. At any time after a Default, Mortgagee may contact any persons responsible for payment of the Rents and shall have the right to direct them to make payment of Rents to Mortgagee; it shall never be necessary for Mortgagee to institute legal proceedings of any kind whatsoever to enforce the provisions of this Mortgage with respect to Rents. **MORTGAGOR SHALL HAVE NO RIGHT OR CLAIM AGAINST ANY SUCH PARTY OWING RENTS FOR THE PAYMENT OF ANY RENTS TO MORTGAGEE HEREUNDER, AND MORTGAGOR HEREBY INDEMNIFIES AND AGREES TO HOLD FREE AND HARMLESS EACH SUCH PARTY OWING RENTS FROM AND AGAINST ALL LIABILITY, LOSS, COST, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY SUCH PARTY OWING RENTS BY REASON OF SUCH PARTY'S COMPLIANCE WITH ANY DEMAND FOR PAYMENT OF RENTS MADE BY MORTGAGEE CONTEMPLATED BY THIS MORTGAGE.**

(b) Mortgagee is further authorized, but not obligated, to demand, sue for and/or receive all revenues and proceeds; to endorse and cash any and all checks and drafts payable to the order of Mortgagor or Mortgagee, for the account of Mortgagor or receive from or in connection with said revenues or proceeds and apply the proceeds thereof to the payment of the Indebtedness, when received, regardless of the maturity of any of the Indebtedness or any installment thereof; and to execute transfer and division orders in the name of Mortgagor, or otherwise, with warranties binding on Mortgagor. Mortgagee shall not be liable for any delay, neglect, or failure to effect collection of any proceeds or to take other action in connection therewith or hereunder; but shall have the right at its election in the name of Mortgagor or otherwise to prosecute and defend any and all actions or legal proceedings deemed advisable by Mortgagee in order to collect such funds and to protect the interests of Mortgagee and/or Mortgagor, with all costs, expenses, and attorneys' fees incurred in connection therewith being paid by Mortgagor.

(c) Mortgagor hereby agrees to indemnify Mortgagee against all claims, actions, liabilities, judgments, costs, charges and attorneys' fees made against or incurred by Mortgagee based upon the assertion that Mortgagee has had and received funds from the production of Hydrocarbons claimed by

third persons either before or after the payment in full and performance of the Indebtedness. Mortgagee shall have the right to defend against any such claims, actions and judgments employing its attorneys therefore, and if not furnished with reasonable indemnity, Mortgagee shall have the right to compromise and adjust any such claims, actions and judgments. Mortgagor agrees to indemnify and pay to Mortgagee any and all such claims, judgments, costs, charges, attorneys' fees as may be paid, and any judgment, release or discharge thereof or as may be adjudged against Mortgagee, all of which shall constitute Indebtedness secured by this Mortgage, and the provisions of this subparagraph c shall survive the cancellation of this Mortgage.

Section 3.4 At any time during which Mortgagor is receiving Rents directly, Mortgagor shall, upon receipt of written direction from Mortgagee, make demand and/or sue for all Rents due and payable, as directed by Mortgagee, as it becomes due and payable, including Rents which are past due and unpaid. If Mortgagor fails to timely take such action, or at any time during which Mortgagor is not receiving Rents directly, Mortgagee shall have the right (but shall be under no duty or obligation) to demand, collect and sue for, in its own name or in the name of Mortgagor, all Rents due and payable, as same becomes due and payable, including Rents which are past due and unpaid.

Section 3.5 Upon the satisfaction in full of the Obligation, all rights of Mortgagee under this Mortgage shall terminate, become null and void and shall be of no further force and effect and the Mortgaged Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, which shall upon the written request of Mortgagor, be released of record by Mortgagee in due form (including particularly all requisite documentation complying with the requirements of Subpart B of Part II of Chapter 1 of Code Title XXII of Title 9 of the Louisiana Revised Statutes) from the public records, and Mortgagee shall execute, deliver and acknowledge any necessary or proper instruments of termination, satisfaction or release to evidence the release of the Mortgaged Property and all Collateral, all at Mortgagor's sole cost and expense.

Section 3.6 Mortgagee is hereby absolved from all liability for failure to enforce collection of any Rents and from all other responsibility in connection therewith, except the responsibility to account to Mortgagor for Rents actually received.

Section 3.7 Nothing contained herein shall detract from or limit the absolute obligation of Mortgagor to make payment and performance of the Indebtedness regardless of whether the Rents assigned by and applied pursuant to this Article III are sufficient to pay the same, and the rights under this Article III shall be in addition to all security now or hereafter existing to secure the payment and performance of the Indebtedness.

Section 3.8 Mortgagor shall indemnify Mortgagee against, and hold Mortgagee harmless from, any and all losses, claims, damages, liabilities, and related expenses (including the fees, charges and disbursements of any outside counsel for Mortgagee), incurred by Mortgagee or asserted against Mortgagee by any third party or by Mortgagor or any Subsidiary of Mortgagor arising out of, in connection with, or as a result of (i) this Article III or the performance by the parties hereto of their respective obligations hereunder or the consummation of the transactions contemplated hereby, or (ii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Mortgagor or any other Subsidiary of Mortgagor and regardless of whether Mortgagee is a party thereto, **IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE NEGLIGENCE OF MORTGAGEE;** provided that such indemnity shall not, as to Mortgagee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of Mortgagee or

(y) result from a claim brought by Mortgagor or any Subsidiary of Mortgagor against Mortgagee for breach in bad faith of Mortgagee's obligations hereunder, if Mortgagor or any Subsidiary of Mortgagor has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. Mortgagor shall pay all reasonable out-of-pocket expenses incurred by Mortgagee (including the fees, charges and disbursements of any outside counsel for Mortgagee), in connection with the enforcement or protection of its rights under this Section 3.8.

Section 3.9 All rights and remedies of Louisiana Civil Code article 3141 *et seq.*, as supplemented by La. R.S. 9:4401 *et seq.*, shall inure to the benefit of Mortgagee.

Section 3.10 With respect to Mortgagor's rights under policies of insurance covering the Mortgaged Property and insurance proceeds, this Mortgage is a collateral pledge and assignment thereof pursuant to La. R.S. 9:5386 *et seq.*, whether such insurance policies or any of them now exist or arise in the future, and Mortgagor does hereby irrevocably make, constitute and appoint Mortgagee and the agent of Mortgagor as the true and lawful mandataries and attorneys-in-fact of Mortgagor to carry out and enforce all of Mortgagor's rights, title and interest in and to any or all of the insurance policies and insurance hereby collaterally assigned. Such insurance policies and insurance proceeds shall be included in the term "Mortgaged Property" for all purposes of this Mortgage. The collateral pledge and assignment herein made of the insurance policies and insurance proceeds shall not be construed as imposing upon Mortgagee any obligations with respect thereto unless and until Mortgagee shall become the absolute owner thereof and Mortgagor shall have been wholly dispossessed thereof.

ARTICLE IV PARTIAL RELEASE

Section 4.1 If any Mortgaged Property is sold, transferred or otherwise disposed of by the Mortgagor in a transaction permitted by the Credit Agreement, then the Mortgagee, at the request and sole expense of the Mortgagor, shall release such Mortgaged Property or any interest therein, or any assigned proceeds from the lien and security interest of this Mortgage. No such act by Mortgagee shall in any way impair its rights hereunder except to the extent specifically agreed to by Mortgagee in such writing.

Section 4.2 The lien and other security rights of Mortgagee hereunder shall not be impaired by any indulgence (except as provided therein), including, but not limited to:

- (a) any forbearance, renewal, extension or modification which Mortgagee may grant with respect to any Indebtedness; or
- (b) any surrender, compromise, release, renewal, extension, exchange or substitution which Mortgagee may grant in respect to any item of the Mortgaged Property or any part thereof or any interest therein; or
- (c) any release or indulgence granted to Mortgagor, any other Debtor Party or to the endorser, guarantor or surety of any Indebtedness secured hereby.

ARTICLE V POSSESSION UNTIL DEFAULT

Unless a Default specified in Section 6.1 hereof shall occur, and Mortgagee, or a receiver or keeper designated by Mortgagee shall take possession of the Mortgaged Property, Mortgagor shall retain possession of the Mortgaged Property and shall manage, operate, develop and use the same and every part thereof, subject, however, to all of the terms and provisions of the Credit Agreement, this Mortgage and applicable law.

ARTICLE VI REMEDIES IN EVENT OF DEFAULT

Section 6.1 The term "Default" in this Mortgage shall mean an "Event of Default" as defined in the Credit Agreement.

Section 6.2 After the occurrence of a Default, Mortgagee shall have the option at its election, of declaring, any or all Indebtedness to be immediately due and payable, and Mortgagee shall be empowered and entitled, at its option, to foreclose this Mortgage or to sell the Mortgaged Property in accordance with the applicable provisions of Louisiana law in accordance with the provisions of this Mortgage, including this Article VI and Article VIII herein below, and shall be entitled to the possession of the Mortgaged Property and the profits and proceeds thereof, and shall be entitled to have a receiver or keeper appointed to take possession of the Mortgaged Property.

Section 6.3 If, and to the extent authorized by Louisiana law, Mortgagee shall have the following rights:

(a) After the occurrence and during the continuance of a Default, Mortgagee is authorized prior or subsequent to the institution of any foreclosure proceedings to enter upon the Mortgaged Property, or any part thereof, and to exercise (to the fullest extent permitted by law) without interference from Mortgagor any and all rights, which Mortgagor has with respect to the management, possession and operation of the Mortgaged Property. All costs, expenses and liabilities of every character incurred by Mortgagee, other than as a result of willful misconduct or gross negligence, in managing, operating and maintaining such properties, shall constitute demand obligations owing by Mortgagor and shall draw interest at the Default Rate until paid, all of which shall be added to and constitute a portion of the Indebtedness secured hereby.

(b) After the occurrence and during the continuance of a Default, Mortgagee shall have the right and power to sell, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as Mortgagee may elect, such Mortgaged Property, at such place or places and otherwise in such manner and upon such notice(s) as may be required by law, or, in the absence of any such requirement, as Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers. Mortgagee may postpone the sale of all or any portion of such Mortgaged Property by public announcement at the time and place of such sale and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. The right of sale hereunder shall not be exhausted by one or any sale, and Mortgagee may make other and successive sales until all of such Mortgaged Property be legally sold. It shall not be necessary for Mortgagee to have been physically present at any such sale, or to have constructively in his possession, any or all of the personal property covered by this instrument, and Mortgagor shall deliver all of such personal property to the purchaser at such sale on the date of sale, and if it should be impossible or impracticable to take actual delivery of such property, then the title and right of possession to such property shall pass to the purchaser at such sale as completely as if the same had been actually present and delivered.

(c) After occurrence and during the continuance of a Default, Mortgagee, in lieu of or in addition to exercising the power of sale hereinabove given, may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Mortgaged Property, or for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property, or for the enforcement of any other appropriate legal or equitable remedy. In addition to all other remedies herein provided for, Mortgagor agrees that after a Default has occurred and while the same shall be continuing, Mortgagee shall, as a matter of right, be entitled to the appointment of a receiver or receivers to be designated by Mortgagee for all or any part of the Mortgaged Property whether such receivership be incident to a proposed sale of such properties (or any of them) or otherwise, without the necessity of establishing that the Mortgaged Property is

probably insufficient to discharge the Indebtedness, the express purpose and intent of this clause being hereby acknowledged to provide for the appointment of a receiver to the fullest extent permitted in accordance with the provisions of applicable law, upon the occurrence of any Default under this Mortgage by Mortgagor, and Mortgagor does hereby consent to the appointment of such receiver or receivers.

(d) Mortgagee shall have the right to become the purchaser at any sale held by Mortgagee or by any court, receiver or public officer, and shall have the right to credit upon the amount of the bid made therefor the amount payable out of the net proceeds of such sale to it. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall conclusively establish the truth and accuracy of the matters therein stated, including, without limiting the generality of the foregoing, statements as to any of the following, namely, the amount of principal advanced and outstanding under the Credit Agreement; the nonpayment of the unpaid principal sum of the Indebtedness; the amount of interest accrued; that the advertisement and conduct of such sale was in the manner provided herein.

(e) If necessary to obtain the possession provided for above, Mortgagee may invoke any and all legal remedies to dispossess Mortgagor, including specifically one or more actions for forcible entry and detainer, trespass to try title and restitution. In connection with any action taken by Mortgagee pursuant to this Section 6.3(e), Mortgagee shall not be liable for any loss sustained by Mortgagor resulting from any failure to let the Mortgaged Property, or any part thereof, or from any other act or omission of Mortgagee in managing the Mortgaged Property unless such loss is caused by the willful misconduct or gross negligence of Mortgagee, nor shall Mortgagee be obligated to perform or discharge any obligation, duty or liability under any Contracts, rights-of-way, permits or easements, or under or by reason of this instrument or the exercise of rights or remedies hereunder. **THE RELEASES CONTAINED IN THE PRECEDING SENTENCE INCLUDE ANY MATTER COVERED THEREBY WHICH IS CAUSED BY OR ARISES OUT OF THE NEGLIGENCE OF MORTGAGEE.** Mortgagor shall and does hereby agree to indemnify Mortgagee for, and to hold Mortgagee harmless from, any and all liability, loss, damage, cost or expense, arising from an act or omission occurring on or prior to the Release Date, which may or might be incurred by Mortgagee under any such Contracts, rights-of-way, permits or easements, or under or by reason of this Mortgage or the exercise of rights or remedies hereunder, and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge, on or prior to the Release Date, any of the terms, covenants or agreements contained in any such Contracts, rights-of-way, permits or easements. **WITHOUT LIMITATION, THE FOREGOING INDEMNITIES SHALL APPLY TO MORTGAGEE WITH RESPECT TO LIABILITIES, LOSSES, DAMAGES (INCLUDING CONSEQUENTIAL DAMAGES), CLAIMS, DEMANDS, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) WHICH IN WHOLE OR IN PART CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF MORTGAGEE OR ANY STRICT LIABILITY.** However, such indemnities shall not apply to Mortgagee to the extent the subject of the indemnification is caused by or arises out of the gross negligence or willful misconduct of Mortgagee. Should Mortgagee incur any liability indemnified against hereunder, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and Mortgagor shall reimburse Mortgagee therefor immediately upon demand. Nothing in this Section 6.3(e) shall impose any duty, obligation or responsibility upon Mortgagee for the control, care, management or repair of the Mortgaged Property, nor for the carrying out of any of the terms and conditions of any such Contract, right-of-way, permit or easement; nor shall it operate to make Mortgagee responsible or liable for any waste committed on the Mortgaged Property by any party or for any dangerous or defective condition of the Mortgaged Property, **OR FOR ANY NEGLIGENCE IN THE MANAGEMENT, UPKEEP, REPAIR OR CONTROL OF THE MORTGAGED PROPERTY. RESULTING IN LOSS OR INJURY OR DEATH TO ANY, LICENSEE, EMPLOYEE OR STRANGER.** Mortgagor hereby assents to, ratifies and confirms any and all actions of Mortgagee with respect to the Mortgaged Property taken under this Section 6.3. For purposes of this paragraph, the term "Mortgagee" shall include its agents, directors, officers, partners, employees, attorneys, and any Persons owned or controlled by, owning or controlling, or under common control or affiliated with Mortgagee.

(f) Upon any sale, whether made under the power of sale herein granted and conferred or by virtue of judicial proceedings, the receipt of the proceeds by Mortgagee or the officer making sale under judicial proceedings, shall be sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the proceeds by Mortgagee or of such officer therefor, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or non-application thereof.

(g) Any sale or sales of the Mortgaged Property, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever either at law or in equity, of Mortgagor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all Persons claiming or who shall thereafter claim all or any of the property sold from, through or under Mortgagor, or Mortgagor's successors or assigns; nevertheless, Mortgagor, if requested by Mortgagee so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold.

(h) The proceeds of any sale of the Mortgaged Property or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall be applied, to the extent permitted by law, in accordance with the Credit Agreement.

(i) Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any homestead, appraisal, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this instrument or the absolute sale of the Mortgaged Property or the possession thereof by any purchaser at any sale made pursuant to any provisions hereof, or pursuant to the decree of any court of competent jurisdiction; but Mortgagor, so far as Mortgagor or those claiming through or under Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws. Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, waive, to the extent that Mortgagor may lawfully do so, any and all right to have the Mortgaged Property marshaled upon any foreclosure of the lien hereof, or sold in inverse order of alienation, and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety. If any law in this paragraph referred to and now in force of which Mortgagor or Mortgagor's successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the agreement herein contained or to preclude the operation or application of the provisions of this paragraph.

(j) Upon the occurrence and during the continuance of a Default and in addition to all other rights herein conferred on Mortgagee, Mortgagee (or any Person designated by Mortgagee) shall have the right and power, but shall not be obligated, to enter upon and take possession of any of the Mortgaged Property, and to exclude Mortgagor, and Mortgagor's agents or servants, wholly therefrom, and to hold, use, administer and manage the same to the extent that Mortgagor shall be at the time entitled and in their place and stead. Upon the occurrence and during the continuance of a Default, Mortgagee, or any Person designated by Mortgagee, shall have the right to collect, receive and receipt for all proceeds and products thereof produced from or in connection with the Mortgaged Property, and to exercise every power, right and privilege of Mortgagor with respect to the Mortgaged Property, the costs and expenses of which shall be added to and constitute a portion of the Indebtedness and shall bear interest at the Default Rate. When and if the expenses of such operation have been paid and the Indebtedness paid and performed, said properties shall, if there has been no sale or foreclosure, be returned to Mortgagor.

(k) Upon the occurrence of a Default and the continuance thereof, and in addition to all other rights herein conferred to Mortgagee, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and Mortgagee shall be authorized, at its option, whether or not possession of the Mortgaged Property is taken, after giving notice by publication once a week for three (3) consecutive weeks of the time, place and terms of each such sale by publication in a newspaper published in the parish or parishes wherein the Mortgaged Property or any part thereof is located, to sell the Mortgaged Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) in front of such parish's courthouse door, at public outcry, to the highest bidder for cash. Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Mortgaged Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case Mortgagee, in the exercise of the power of sale herein given, elects to sell the Mortgaged Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all the Indebtedness shall have been paid in full. Any one or more such sales may be conducted in the same month, or in successive or different months as Mortgagee may deem expedient.

(1) Mortgagor hereby authorizes and empowers Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto, with covenants of general warranty, or otherwise, as to the said Mortgagee may seem expedient, and any such sale shall be a perpetual bar against Mortgagor and Mortgagor's successors-in-interest, as to the property so sold.

Section 6.4 All costs and expenses (including attorneys' fees) incurred by Mortgagee in protecting and enforcing the rights of Mortgagee hereunder, shall constitute a demand obligation owing by Mortgagor to Mortgagee and shall draw interest at the Default Rate, all of which shall be added to and constitute a portion of the Indebtedness.

ARTICLE VII MISCELLANEOUS

Section 7.1 In those instances where provision is made in this instrument to the effect that costs and expenses incurred or advances made by Mortgagee shall constitute demand obligations owing by Mortgagor and shall draw interest and shall constitute a portion of the Indebtedness secured by this Mortgage, it is agreed that in the event no demand is made prior to the final maturity of the Indebtedness, then the maturity of such items shall be contemporaneous with the final maturity of the Indebtedness, howsoever such maturity may occur.

Section 7.2 This instrument shall be deemed to be and may be enforced from time to time as a pledge, mortgage, financing statement, or security agreement, and from time to time as any one or more thereof. As to all items of personal property and intangibles constituting a part of the Mortgaged Property, this instrument shall constitute a security agreement in addition to its being a mortgage on those parts of the Mortgaged Property which are classified as real property, and any copy of this instrument may be filed of record either as a mortgage on real property or as a security agreement and a financing statement or as both.

Section 7.3 To the extent funds are advanced under the Loan Documents hereby secured for the purpose of paying any indebtedness secured by any outstanding mortgage lien, Mortgagee shall be

subrogated to any and all rights, superior titles, liens and equities owned or claimed by the holder of such prior mortgage. It is expressly understood that, in consideration of the payment of such other indebtedness, the Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness. Except with respect to the priority of any mortgage to which Mortgagee is subrogated pursuant to the provisions hereof, the terms and provisions of this Mortgage shall govern the rights and remedies of Mortgagee and shall supersede the rights and remedies provided under any mortgage to which Mortgagee is subrogated.

Section 7.4 Should Mortgagee take possession of the Mortgaged Property upon the happening of a Default, or should a receiver be appointed at the instance of Mortgagee to take possession of the Mortgaged Property, Mortgagee or the receiver, as the case may be, shall also have the right to take possession of all records and files pertaining to Mortgagor's management of the Mortgaged Property or used or useful in connection with the management of the Mortgaged Property. During any period of time in which management of the Mortgaged Property is conducted by Mortgagee or a receiver or designated representative of Mortgagee, such management may, in the discretion of Mortgagee, be conducted in the name of Mortgagor and all reports required by law to be made to governmental agencies or authorities may be made in the name of Mortgagor acting by such party in possession, as operating agent, provided that Mortgagor shall not be liable for any damages arising from such possession if such damages are the result of Mortgagee's willful misconduct or gross negligence.

Section 7.5 All Indebtedness secured hereby which may be owing at any time by Mortgagor shall be payable to Mortgagee at the banking office of Mortgagee at Bank of America, N.A., 540 W. Madison Street, Chicago, Illinois 60661.

Section 7.6 The terms, provisions, covenants and conditions hereof shall be binding upon Mortgagor and the successors and assigns of Mortgagor, and shall inure to the benefit of Mortgagee, and its respective successors and assigns. It is expressly agreed and understood that the term "Mortgagor" wherever used in this instrument refers, jointly and severally, to the party named at the beginning of this instrument as Mortgagor and legal representatives and successors-in-interest of such party to any part of the Mortgaged Property. It is also expressly recognized and agreed that, whenever the term "Mortgagee" is used, it is intended to include any successor holder of the Indebtedness secured by this Mortgage to whom the Indebtedness may be assigned or transferred, although, until written notice is delivered by Mortgagee to Mortgagor that Mortgagee has executed an assignment of said Indebtedness, Mortgagor shall be entitled to regard and shall treat Mortgagee as the holder of the Indebtedness secured. Terms of the masculine gender used herein shall include the feminine and neuter genders, and terms of the neuter gender shall include all genders.

Section 7.7 If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction, and the remaining provisions hereof shall be liberally construed in favor of Mortgagee in order to effectuate the provisions hereof, and the invalidity of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. Any reference herein contained to a statute or law of a state in which no part of the Mortgaged Property is situated shall be deemed inapplicable to, and not used in, the interpretation hereof.

Section 7.8 The article and section headings in this Mortgage are inserted for convenience and shall not be considered a part of this instrument or used in its interpretation.

Section 7.9 Without limiting any of the provisions of this instrument, Mortgagor, as "Debtor," expressly GRANTS unto Mortgagee, as "Secured Party," a first and prior security interest in all of the Mortgaged Property (now or hereafter existing including all proceeds and products hereof) which may be

subject to the Uniform Commercial Code, and Mortgagor grants unto Mortgagee a first and prior security interest in all Accounts (including without limitation contracts and contract rights), As-Extracted Collateral, Inventory, General Intangibles, Payment Intangibles, Instruments, Documents, Chattel Paper, Electronic Chattel Paper, Deposit Accounts, Equipment, Fixtures, Commercial Tort Claims, Letter of Credit Rights, Supporting Obligations and Proceeds (all as defined in the Uniform Commercial Code) relating to or arising out of Mortgaged Property or out of the sale, purchase, marketing, exchange, processing, treating, compressing, handling, transporting, transmitting, gathering or other disposition of oil, gas and other Hydrocarbons from time to time in connection with the Mortgaged Property, and covenants and agrees with Mortgagee, as such Secured Party, that, after the occurrence and during the continuance of a Default and to the extent permitted by the Uniform Commercial Code:

(a) in addition to any other remedies granted in this instrument to Mortgagee, or Mortgagee, as Secured Party, may proceed under the Uniform Commercial Code as to all or any part of the personal property (tangible or intangible) and fixtures included in the Mortgaged Property (such portion of the Mortgaged Property being herein referred to as "Collateral"), 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 of parts thereof in any manner authorized or permitted under the Uniform Commercial Code after default by Debtor, and to apply the proceeds thereof toward payment of any costs and expenses and reasonable attorneys' fees and legal expenses thereby incurred by Secured Party, and toward payment of Debtor's obligations secured hereby including the Credit Agreement Obligations and all other Indebtedness described in Article I above in such order or manner as Secured Party may elect;

(b) the rights of Secured Party shall include, without limitation, the right to take possession of the Collateral and to enter upon any premises where same may be situated for such purpose without being deemed guilty of trespass and without liability for damages thereby occasioned, and to take any action deemed necessary or appropriate or desirable by 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) Debtor will, from time to time, within ten (10) days after request by Mortgagee, execute, acknowledge and deliver any financing statement, continuation statement, inventory list or other similar documents that Mortgagee may reasonably request in order to protect, preserve, continue, perfect, extend or maintain the security interest under and the priority of this Mortgage and will, upon demand, pay any expenses and fees incurred by Mortgagee in the preparation, execution and filing of any such documents;

(d) to the extent permitted by law, Debtor agrees that if any notice of sale is mailed, postage prepaid, to Debtor at the address first shown herein at least ten (10) business 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;

(e) Secured Party is expressly granted the right upon the occurrence and during the continuance of a Default, at its option, to transfer at any time to itself or to its nominee the Collateral, or any part thereof, and to receive the moneys, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for Debtor's obligations or to apply it on the principal and interest or other amounts owing on any of Debtor's obligations, whether or not then due, in such order or manner as Secured Party may elect. All rights to marshaling of assets of Debtor, including any such right with respect to the Collateral, are hereby waived;

(f) all recitals in any instrument of assignment or any other instrument executed by Secured Party incident to sale, transfer, assignment, lease or other disposition or utilization of the Collateral or any part thereof hereunder shall be full proof of the matters stated therein and no other proof shall be requisite to establish full legal propriety of the sale or other action taken by Secured Party or of any fact, condition

or thing incident thereto and all prerequisites of such sale or other action or of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred;

(g) Secured Party may require Debtor to assemble any movable Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to all parties. All 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 incurred or paid by Secured Party as authorized or permitted hereunder, including also all attorneys' fees, legal expenses and costs, shall be a demand obligation owing by Debtor, shall be a part of the Indebtedness secured hereby, and shall bear interest at the Default Rate from the date incurred;

(h) defined terms used in this Section 7.9 shall have the meaning ascribed thereto the Uniform Commercial Code. In any event the meaning ascribed to such defined term or terms with respect to any particular item of property in each case shall be the meaning under the more encompassing of the various definitions. Further, Debtor expressly acknowledges, agrees and stipulates that this instrument, as a security agreement and financing statement, covers and in all respects is intended to cover, all assets of Debtor.

Section 7.10 Mortgagor will, from time to time, promptly after request by Mortgagee, execute, acknowledge and deliver any financing statement, continuation statement, inventory list or other similar documents that Mortgagee may reasonably request in order to protect, preserve, continue, perfect, extend or maintain the security interest under and the priority of this Mortgage and will, upon demand, pay any out-of-pocket expenses and fees incurred by Mortgagee in the preparation, execution and filing of any such documents..

Section 7.11 The recording of this Mortgage in the applicable mortgage records of the Clerks of Court of the various parishes of the State of Louisiana in which any Mortgaged Property is located or is located offshore of the State of Louisiana shall constitute the recording of this Mortgage as a financing statement in each such parish to the extent authorized by the Uniform Commercial Code.

Section 7.12 Mortgagee may at any time and from time to time release any part of the Mortgaged Property from the lien and security interest created hereby and any such release may be made without notice to Mortgagor and without affecting the personal liability of Mortgagor or of any other Person for the payment or performance of the Indebtedness hereby secured. No release of any part of the Mortgaged Property shall in anywise alter, vary or diminish the force or effect of this instrument on the balance of the Mortgaged Property.

Section 7.13 It is the intent of Mortgagee and Mortgagor in the execution of this Mortgage and all other instruments now or hereafter securing the Indebtedness or executed in connection therewith or under any other written or oral agreement by Mortgagor in favor of Mortgagee to contract in strict compliance with applicable usury law. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Mortgage or any other instrument securing the Indebtedness or executed in connection herewith, or in any other written or oral agreement by Mortgagor in favor of Mortgagee, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. Neither Mortgagor nor any guarantors, endorsers or other parties now or hereafter becoming liable for payment or performance of the Indebtedness secured hereby shall ever be obligated to pay interest on the Indebtedness, or in any written or oral agreement by Mortgagor in favor of Mortgagee, at a rate in excess of the maximum interest that may be lawfully charged under applicable law, and the provisions of this paragraph shall control over all other provisions of this Mortgage and any other instruments now or hereafter securing the Indebtedness or executed in connection herewith or any other oral or written agreements which may be in apparent conflict herewith. Mortgagee expressly disavows any intention to charge or collect excessive unearned interest or finance charges in the event the maturity of the Indebtedness is accelerated. If the maturity of the

Indebtedness shall be accelerated for any reason or if the principal of the Indebtedness is paid prior to the end of the term of the Indebtedness, and as a result thereof the interest received for the actual period of existence of the Indebtedness exceeds the amount of interest that would have accrued at the applicable maximum lawful rate, Mortgagee shall, at its option, either refund to Mortgagor the amount of such excess or credit the amount of such excess against the principal balance of the Indebtedness then outstanding and thereby shall render inapplicable any and all penalties of any kind provided by applicable law as a result of the excess interest. In the event that Mortgagee shall collect monies and/or any other thing of value which are deemed to constitute interest which would increase the effective interest rate on the Indebtedness secured hereby to a rate in excess of that permitted to be charged by applicable law, an amount equal to interest in excess of the lawful rate shall, upon such determination, at the option of Mortgagee, be either immediately returned to Mortgagor or credited against the principal balance of the Indebtedness secured hereby, in which event any and all penalties of any kind under applicable law as a result of such excess interest shall be inapplicable. By execution of this Mortgage, Mortgagor acknowledges that it believes the Indebtedness to be non-usurious and agrees that if, at any time, Mortgagor should have reason to believe that such Indebtedness is in fact usurious, it will give Mortgagee notice of such condition and Mortgagor agrees that Mortgagee shall have ninety (90) days after receipt of such notice in which to make appropriate refund or other adjustment in order to correct such condition if in fact such exists. The term "applicable law" as used in this paragraph shall mean the laws of the State of New York or the laws of the United States, whichever laws allow the greater rate of interest, as such laws now exist or may be changed or amended or come into effect in the future.

Section 7.14 If any part of the Indebtedness cannot be lawfully secured by this Mortgage or if any part of the Collateral cannot be lawfully subject to the lien hereof to the full extent of the Indebtedness, then all payments made shall be applied on said Indebtedness first in discharge of that portion thereof which is not secured by this Mortgage.

Section 7.15 Any notice, request, demand, report or other instrument which may be required or permitted to be given to or furnished to or served upon any party hereto or other Person succeeding to any interest of a party hereto shall be deemed sufficiently given or furnished or served if in writing and delivered to such party or, Person or to an officer of such party or Person or deposited in the United States mail in a sealed envelope with postage prepaid, addressed, if to Mortgagor, to Mortgagor's address set forth in the first paragraph of this instrument, and if to Mortgagee, to its address set forth in the first paragraph of this instrument, or at such other address as the party or Person to be addressed shall have previously designated by written notice to the party or Person giving such notice or furnishing such report or making such request or demand. Unless otherwise expressly provided in this Mortgage, every provision for notice, demand, consent or request shall be deemed fulfilled only upon compliance with the notice provisions contained in this Section 7.15.

Section 7.16 Any party hereto may designate a new or different address for notice purposes to the other party by complying with the terms and provisions hereof.

Section 7.17 **THIS MORTGAGE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA (THE "SITUS STATE"), EXCEPT AS TO ANY ITEMS OF MOVABLE PROPERTY THAT ARE OR MAY BE LOCATED OUTSIDE OF THE STATE OF LOUISIANA AT THE TIME MORTGAGEE EXERCISES ANY OF ITS DEFAULT REMEDIES AS TO SUCH PROPERTY THEN THE LAWS OF THE STATE WHERE SUCH PROPERTY IS LOCATED SHALL CONTROL AS TO THE EXERCISE OF RIGHTS AS AGAINST SUCH PROPERTY, AND EXCEPT TO THE EXTENT THAT THE LAWS OF THE UNITED STATES OF AMERICA AND ANY RULES, REGULATIONS OR ORDERS ISSUED OR PROMULGATED THEREUNDER, APPLICABLE TO THE AFFAIRS AND TRANSACTIONS ENTERED INTO BY MORTGAGEE, OTHERWISE PREEMPT THE SITUS STATE LAW, IN WHICH EVENT FEDERAL LAW SHALL CONTROL. MORTGAGOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY SITUS STATE**

COURT OR FEDERAL COURT SITTING IN NEW YORK, NEW YORK, OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE, AND MORTGAGOR HEREBY AGREES AND CONSENTS THAT IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SITUS STATE COURT OR FEDERAL COURT SITTING IN NEW YORK, NEW YORK, MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO MORTGAGOR AT THE ADDRESS OF MORTGAGOR FOR THE GIVING OF NOTICES PURSUANT TO SECTION 7.15 HEREOF, AND SERVICE SO MADE SHALL BE COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO MAILED.

Section 7.18 MORTGAGOR AND MORTGAGEE HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) BETWEEN OR AMONG MORTGAGOR AND MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN MORTGAGOR AND MORTGAGEE. THIS PROVISION IS A MATERIAL INDUCEMENT TO MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER LOAN DOCUMENTS. NOTHING HEREIN CONTAINED SHALL PREVENT OR PROHIBIT MORTGAGOR FROM INSTITUTING OR MAINTAINING A SEPARATE ACTION AGAINST MORTGAGEE WITH RESPECT TO ANY ASSERTED CLAIM.

Section 7.19 This instrument may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and one instrument, and all of which are identical; except to facilitate recordation, in any particular parish, counterpart portions of Exhibit A hereto which described properties situated in parishes other than the parish in which such counterpart is to be recorded may be omitted; provided, however, counterparts with a complete Exhibit A are being delivered to Mortgagee.

Section 7.20 THIS WRITTEN MORTGAGE REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

ARTICLE VIII ADDITIONAL PROVISIONS

Section 8.1 If a Default shall have occurred in addition to the rights granted herein, Mortgagee may exercise from time to time and at any time any rights and remedies available to it under applicable law upon default in the payment of indebtedness, including, without limitation, any right or remedy available to it as a secured party under the Uniform Commercial Code of Louisiana and/or of the state in which any Mortgaged Property is then located.

Section 8.2 Mortgagor hereby waives, to the fullest extent it may lawfully do so, the benefit of all appraisalment, valuation, stay, extension and redemption laws now or hereafter in force and all rights of marshaling in the event of any sale of the Mortgaged Property or any part thereof or any interest therein.

Section 8.3 The proceeds of any sale of the Mortgaged Property or any part thereof or any interest therein under or by virtue of this Mortgage, whether pursuant to power of sale, foreclosure or

otherwise, and all other moneys at any time held by Mortgagee as part of the Mortgaged Property, shall be applied as provided in the Credit Agreement.

Section 8.4 In the event the Real Property and/or other Mortgaged Property, or any part thereof, is seized as an incident to an action for the recognition or enforcement of this Mortgage by executory process, ordinary process, sequestration, writ of *feri facias* or otherwise, Mortgagor and Mortgagee agree that the court issuing any such order shall, if requested by Mortgagee, direct the applicable Sheriff to appoint as a keeper of the Mortgaged Property, Mortgagee or any agent designated by Mortgagee or any other Person named by Mortgagee at the time such seizure is effected. This designation is pursuant to La. R.S. 9:5136 through 5140.2, inclusive, as the same may be amended from time to time, 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 its reasonable compensation in addition to its costs and expenses incurred in the administration or preservation of the Mortgaged Property. The designation of the keeper made herein shall not be deemed to require Mortgagee to provoke the appointment of such keeper. Nothing herein is to be construed to deprive Mortgagee of any other right, remedy or privilege it may have under law to have a keeper or receiver appointed. Any money advanced by Mortgagee or the Keeper shall be a demand obligation owing by Mortgagor to Mortgagee pursuant to this Mortgage. Mortgagor agrees to pay the reasonable fees of such keeper, which are hereby fixed at \$500.00 per hour, which compensation to the keeper shall also be secured by this Mortgage.

Section 8.5 Each right, power and remedy of Mortgagee provided for in this Mortgage, the Credit Agreement and any other Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage, the Credit Agreement or any other Loan Documents, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Mortgagee of any one or more of the rights, powers or remedies provided for in this Mortgage, the Credit Agreement or any other Loan Documents, or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Mortgagee of the same and/or any or all such other rights, powers or remedies. No delay or omission by Mortgagee in the exercise of any right, option, power or remedy shall impair any such right, option, power or remedy then or thereafter existing.

Section 8.6 No failure by Mortgagee to insist upon the strict performance of any term hereof or of the Credit Agreement or of any other Loan Documents, or to exercise any right, power or remedy consequent upon a breach hereof or thereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent breach. By accepting payment or performance of any amount or other Indebtedness secured hereby before or after its due date, Mortgagee shall not be deemed to have waived its right either to require prompt payment or performance when due of all other amounts and Indebtedness payable or performable hereunder or to declare a default for failure to effect such prompt payment or performance.

Section 8.7 For purposes of foreclosure under Louisiana executory process procedures, Mortgagor hereby acknowledges its Indebtedness and confesses judgment in favor of Mortgagee for the full and true sum of the Indebtedness.

Section 8.8 Mortgagor waives in favor of Mortgagee any and all homestead exemptions and other exemptions of seizure or otherwise to which Mortgagor is or may be entitled under the constitution and statutes of the State of Louisiana insofar as the Mortgaged Property is concerned. Mortgagor further waives (a) the benefit of appraisal as provided in Louisiana Code of Civil Procedure Articles 2332, 2336, 2723, and 2724, and all other laws conferring the same; (b) the notice of seizure required by Louisiana Code of Civil Procedure Articles 2293 and 2721; (c) the three days' delay provided by Louisiana Code of Civil Procedure Articles 2331; and (d) all other benefits provided under Louisiana Code of Civil Procedure Articles 2331, 2722 and 2723, and any other provisions of Louisiana Code of Civil Procedure which are

waivable, not specifically mentioned above, and Mortgagor further expressly consents to foreclosure by executory process, with or without appraisal.

Section 8.9 Any and all declarations of fact made by authentic act before a notary public in the presence of two witnesses by any Person or Persons declaring that such facts lie within his or her knowledge shall constitute authentic evidence of such facts for purposes of executory process.

Section 8.10 The production of mortgage, conveyance, tax research or other certificates is waived by consent, and Mortgagee and Mortgagor agree to hold each of the undersigned Notaries Public harmless for any failure to procure and attach same.

Section 8.11 For purposes of La. R.S. 9:5556 and Louisiana Civil Code Article 3298, and other applicable law, the parties declare that none of the Indebtedness secured by this Mortgage have been "paraphed" for identification with this Mortgage.

Section 8.12 Mortgagor authorizes Mortgagee to file multiple originals and/or certified copies of this Mortgage or such financing statements with the appropriate filing officers in the State of Louisiana and to file one or more financing statements (UCC-1s) in Louisiana or elsewhere pursuant to the provisions of the Code, including at Mortgagee's option a multiple original in any parish in Louisiana, with only that portion of Exhibit A which describes the Real Property (Real Property and Improvements) that is located in such parish.

Section 8.13 Mortgagor's employer identification number is accurately set out in the Mortgage. Mortgagor will not change its employer identification number or its name, identify or corporate structure so that any financing statement filed in connection herewith may become seriously misleading unless and until it notifies Mortgagee in writing and executes all new appropriate financing statements or other such documents as Mortgagee may require, with Mortgagor being required to pay the cost of such documentation and the filing thereof as provided above.

Section 8.14 Each reference to a "lien" will include a reference to a "privilege," "mortgage," "collateral assignment pledge," and/or "security interest," as appropriate. Each reference to an "easement" or "easements" will include a reference to a "Servitude" and "Servitudes." The terms "real property," and "real estate" will mean "immovable property" as that term is used in the Louisiana Civil Code, the term "personal property" will mean "movable property" as that term is used in the Louisiana Civil Code. The term "intangible" will mean "incorporeal" as that term is used in the Louisiana Civil Code. Reference to "receiver" shall be deemed to be a keeper appointed by Mortgagee as provided herein.

Section 8.15 If any Indebtedness secured by this Mortgage is not paid punctually at its maturity and according to its tenor, then at the option of Mortgagee the Real Property or any portion(s) thereof may be seized and sold under executory and/or any other process issued by any court of competent jurisdiction, with or without appraisal, to the highest bidder, for cash.

Section 8.16 The Mortgaged Property shall not be sold, alienated, or encumbered to the prejudice of this Mortgage or Mortgagee except as permitted by the Credit Agreement.

Section 8.17 In accordance with the provisions of Articles 3150 and 3289, Louisiana Civil Code, the acceptance of this Act by Mortgagee is established by presumption.

Section 8.18 This Mortgage has been executed by Mortgagor pursuant to Articles 3298, *et seq.* and Articles 3141-3175 of the Louisiana Civil Code and La. R.S. 9:5386-5389 for the purpose of securing

Mortgagor's Indebtedness that may now be existing or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law.

[Remainder of this page intentionally left blank. Signature page follows.]

THUS DONE, READ AND SIGNED by Mortgagor on the date first above written, in the presence of me, Notary, and the undersigned competent witnesses, after a due reading of the whole.

MORTGAGOR:

MAIN PASS OIL GATHERING COMPANY, LLC,
a Delaware limited liability company

By: [Signature]
Name: Elena Robciuc
Title: Senior Vice President & Chief Financial Officer

WITNESSES:

[Signature]
Printed Name: Natalie Karl

[Signature]
Printed Name: S. LYNNE LIESE

[Signature]
Notary Public

Printed Name: Lesley A. Vordokas
My Commission expires: 02-23-2026
Notarial No. (if applicable): 131467937

SEAL:

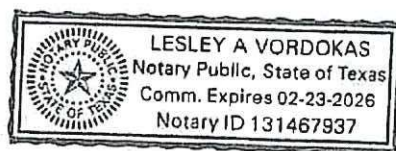


EXHIBIT A

Description of Lands

All of the real property subject to the following Servitudes:

1. The Servitude associated with that certain letter, dated July 12, 1996, from the Minerals Management Service to Amoco Pipeline Company, approving the right-of-way as described therein and assigned Right-of-Way No. OCS-G 16048, Segment No. 11015 (the "**OCS-G 16048 ROW**"). Based on the current database for the Bureau of Safety and Environmental Enforcement, the OCS-G 16048 ROW is described as follows:

Pipeline Right-of-way (ROW) OCS-G 16048 is a 200-foot wide and approximately 60.36 miles (318,716 feet) long corridor associated with the 18-inch Pipeline Segment No. 11015. The purpose of pipeline ROW OCS-G 16048 is to maintain and operate PSN 11015 and to transport oil from Platform A in Block 225, through Blocks 248, 247, 246, 245, 244, 264, 265, 266, 267, to a Hot Tap at (X = 2,922,951.93; Y = 251,402.85 and X = 2,923,034.67; Y = 251,426.29) in block 268, continuing through blocks 269, 274, to Subsea tie-in with PSN 19762 in block 273, continuing through blocks 272, 145, to an 18-inch Subsea Tie-in (at location X = 2,849,292.35 and Y = 238,642.94) in block 144 with PSN 19899, continuing through blocks 143, 142, 141, 140, 147, 73, 72, 71, 70, 63 and back into 70 to the Federal/State boundary in Block 69, all in Main Pass Area.

2. The Servitude associated with that certain letter, dated August 24, 1998, from the Minerals Management Service to Amoco Production Co., approving the right-of-way as described therein and assigned Right-of-Way No. OCS-G 20541, Segment No. 11928 (the "**OCS-G 20541 ROW**"). Based on the current database for the Bureau of Safety and Environmental Enforcement, the OCS-G 20541 ROW is described as follows:

Pipeline Right-of-way (ROW) OCS-G 20541 is a 200-foot wide and approximately 5.80 miles (30,638) long corridor associated with the 10 3/4-inch Pipeline Segment No. 11928. The purpose of pipeline ROW OCS-G 20541 is to maintain and operate PSN 11928 and to transport oil from Platform A in Block 281, through Blocks 280 and 263 to an 18-inch subsea tie-in in Block 245, all in Main Pass Area.

3. The Servitude associated with that certain letter, dated September 24, 1999, from the Minerals Management Service to Amoco Pipeline Company, approving the right-of-way as described therein and assigned Right-of-Way No. OCS-G 21277, Segment No. 12255 (the "**OCS-G 21277 ROW**"). Based on the current database for the Bureau of Safety and Environmental Enforcement, the OCS-G 21277 ROW is described as follows:

Pipeline Right-of-way (ROW) OCS-G 21277 is a 200-foot wide and approximately 8.31 miles (43,895) long corridor associated with the 8 5/8-inch Pipeline Segment No. 12255. The purpose of pipeline ROW OCS-G 21277 is to maintain and operate PSN 12255 and to transport oil from Platform A in Block 823, through Blocks 779 and 735, all in Vioska Knoll Area to a 10 3/4-inch tie-in in Block 281 in Main Pass Area.

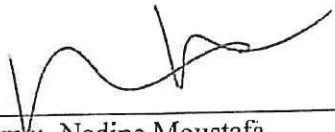
4. The Servitude associated with that certain letter, dated March 30, 2022, from the Bureau of Safety and Environmental Enforcement to Panther Operating Company, LLC, approving the right-of-way as described therein and assigned Right-of-Way No. OCS-G 29570, Pipeline Segment No. (PSN) 20793 (the "*OCS-G 29570 ROW*"). Based on the current database for the Bureau of Safety and Environmental Enforcement, the OCS-G 29570 ROW is described as follows:

Pipeline Right-of-way (ROW) OCS-G29570 is a 200-foot wide and approximately 5.73 miles (30, 236.03 feet) long corridor associated with the bidirectional 18-inch Pipeline Segment No. (PSN) 20793. The purpose of pipeline ROW OCS-G29570 is to install, maintain, and operate PSN 20793 and to transport oil from a 12-inch subsea tie-in with PSN 13360 at X= 2,923,955 and Y= 221,803 in Block 289 through Blocks 275 to an 18-inch subsea tie-in with PSN 11015 at X= 2,923,017 and Y= 251,386 in Block 268, all located in Main Pass.

CERTIFICATE

I, Nadine Moustafa, certify that I am the Senior Vice President, General Counsel & Corporate Secretary of THIRD COAST SUPER HOLDINGS, LLC, a Delaware limited liability company (the "Company"), that I am authorized to issue this certificate on behalf of the Company and its subsidiary, MAIN PASS OIL GATHERING COMPANY, LLC (the "Mortgagor"), that attached hereto is a true and correct excerpt of the resolutions duly adopted by the Board of Managers of the Company pursuant to unanimous consent dated as of September 24, 2024 (the "Resolutions"), which Resolutions have not been amended, modified or revoked, and are in full force and effect as of and on the date hereof. I further certify that the Credit Agreement referred to as being attached as Exhibit A in the Resolutions is the Credit Agreement executed on September 25, 2024. I further certify that the Mortgagor is a Subsidiary and a Financing Company as defined in the Resolutions, that Company is the ultimate parent of the Mortgagor, and that Elena Robciuc is the Senior Vice President & Chief Financial Officer of the Mortgagor.

IN WITNESS WHEREOF, I have hereunto set my name as of the 23rd day of September, 2025.



Name: Nadine Moustafa
Title: Senior Vice President, General Counsel & Corporate Secretary

**WRITTEN CONSENT OF
THE BOARD OF MANAGERS OF
THIRD COAST SUPER HOLDINGS, LLC**

September 24, 2024

Reference is made to the (i) Second Amended and Restated Limited Liability Company Agreement of Third Coast Super Holdings, LLC ("Super Holdings"), dated as of June 17, 2022 (as amended, the "Super Holdings Company Agreement") and (ii) that certain Credit Agreement, dated as of the date hereof (the "Credit Agreement"), by and among Third Coast Infrastructure, LLC, a Delaware limited liability company and indirect wholly-owned subsidiary of Super Holdings (the "Borrower"), Third Coast Infrastructure Holdings, LLC, a Delaware limited liability company and indirect wholly-owned subsidiary of Super Holdings ("Holdings"), Bank of America, N.A., as the administrative agent and the collateral agent (in such capacities, the "Agent"), the Lenders and L/C Issuers (each as defined therein) from time to time party thereto, and the other parties from time to time party thereto. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Super Holdings Company Agreement or the Credit Agreement, as applicable.

The undersigned, being all of the Members of the Board of Managers (the "Board") of Super Holdings, do hereby waive any and all requirements for calling, giving notice of, and holding a meeting of the Board and, in lieu of such meeting, hereby take the following actions and adopt the following resolutions by written consent (this "Written Consent") pursuant to the Super Holdings Company Agreement and the Delaware Limited Liability Company Act, as amended.

APPROVAL OF THE CREDIT AGREEMENT

WHEREAS, the Board has determined that it is advisable and in the best interest of Super Holdings, Holdings, the Borrower and each Subsidiary of the Borrower party to the Transaction Documents (each such Subsidiary, together with Holdings and the Borrower, a "Financing Company" and, collectively, the "Financing Companies") for Borrower to incur indebtedness pursuant to the terms and conditions set forth in the Credit Agreement, in substantially the form attached hereto as Exhibit A;

WHEREAS, as a condition to the extension of credit by the Lenders to the Borrower, the Lenders have required the Borrower and the other Financing Companies to secure the Obligations by granting to the Agent, for the benefit of the Secured Parties, a first-priority security interest in and lien upon all or substantially all of each Financing Company's (other than Holdings) personal property and certain of each Financing Company's (other than Holdings) real property, and in that regard it is proposed that each Financing Company (other than Holdings) enter into the Security Agreement;

WHEREAS, the Financing Companies will receive direct and indirect benefits as a result of the transactions contemplated by the Credit Agreement and in that regard intend to enter into one or more of the Loan Documents and the other Transaction Documents (as defined below) and to perform the transactions contemplated thereby;

WHEREAS, the Board deems the execution and delivery of the Credit Agreement and the other Transaction Documents (as defined below) to which each Financing Company is a party, the performance by each Financing Company of its obligations thereunder, as applicable, and the consummation of the transactions contemplated thereby to be advisable, fair to and in the best interests of each Financing Company;

WHEREAS, the Board has reviewed the form, terms and provisions of the Credit Agreement, the Loan Documents and the other Transaction Documents (as defined below) and has considered and determined that each Financing Company will benefit from entering into each of those documents to which it is a party and any transaction contemplated thereby or in furtherance thereof;

WHEREAS, in connection with the foregoing, the Board has determined it is advisable and in the best interests of each Financing Company to authorize, adopt and approve the terms and provisions, and the execution, delivery and performance by each Financing Company, of each of the Transaction Documents to which each Financing Company is to be a party, including, without limitation, the following (collectively, the “Transaction Documents”, and each, a “Transaction Document”):

- the Credit Agreement;
- any Note;
- each Fee Letter;
- the Security Agreement;
- the Pledge Agreement;
- each Interest Rate Hedge Agreement, and other instruments or certificates related thereto requested by the Administrative Agent in connection with any hedging arrangement, and each swap agreement or other commodity, interest rate, foreign exchange or currency exchange agreement, or other hedging agreement or arrangement, and any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement or any other master agreement, and any other and other documents, certificates or other instruments or related thereto;
- any lien subordination or intercreditor agreement;
- any mortgage, deed of trust, deeds to secure debt, trust deeds, on each parcel of property owned by the Financing Companies required to be given pursuant to the Credit Agreement;
- any UCC financing statements (including any amendments thereto); and
- all affidavits, agreements, certificates, documents, filings, instruments, notices, recordings or waivers related thereto, including, without limitation, mortgages, deeds of trust, trust deeds, collateral access agreements, landlord waivers, bailee letters, common carrier letters, warehouse letters (or any similar agreement to any of the foregoing), security agreements, intellectual property security agreements, subordination and intercreditor agreements, pledge agreements, guaranties, stock powers, allonges, assignments, financing statements, promissory notes, indorsements, notices of borrowing, requests for advances, requests for issuance of any Letter of Credit, any fee letters, engagement letters, commitment letters, swap agreements (including, for the avoidance of doubt and without limitation, any agreements with any swap providers, including any Swap Contract and any schedules thereto or confirmation thereof), novation agreements, payoff letters, post-closing agreements and any other affidavits, agreements, certificates, documents, filings, instruments, notices, recordings or waivers necessary, convenient or proper to consummate

the transactions contemplated under any other Transaction Document, or required by any of the Loan Documents, and affidavits, agreements, certificates, documents, filings, instruments, notices, recordings or waivers relating to any of the foregoing, and all necessary or desirable amendments, amendments and restatements, compromises, consents, consolidations, extensions for any period, forbearances, increases, rearrangements, renewals, replacements, retirements, substitutions, supplements, supplemental agreements, terminations, waivers or any other modification to any of the foregoing from time to time; and

WHEREAS, in connection with the foregoing, the Board has determined it is advisable and in the best interests of each Financing Company to authorize and approve the grant of any liens and security interests, any guaranties of obligations under the Transaction Documents and any other transactions contemplated thereunder, whether consummated as of the closing date of the Credit Agreement or at any other time.

NOW THEREFORE BE IT RESOLVED, that the form, terms and provisions, and the execution, delivery and performance of the Credit Agreement and each of the other Transaction Documents to which a Financing Company is or will be a party, the consummation of the transaction contemplated thereunder, including the execution, delivery and performance of all other agreements, instruments and documents constituting exhibits to or required to be executed pursuant to the Transaction Documents or otherwise related thereto, and the grant of any liens and security interests in the applicable property of each Financing Company in favor of the secured parties thereunder, and any guarantees of obligations thereunder, the incurrence of indebtedness thereunder and the other transactions contemplated thereunder, be and hereby are deemed advisable, desirable and in the best interest of each Financing Company, authorized, adopted and approved, and the execution and delivery of such documents by each Financing Company and the performance by each Financing Company, as applicable, of its obligations thereunder are hereby authorized, adopted and approved, and to the extent applicable, ratified and confirmed;

FURTHER RESOLVED, that each Financing Company will obtain substantial benefits from the incurrence of the obligations and extensions of credit to the Borrower under the Credit Agreement and the other Transaction Documents, which are necessary, advisable, desirable and convenient to the conduct, promotion and attainment of the business of each Financing Company;

FURTHER RESOLVED, that each of the chief executive officer, president, chief financial officer, treasurer, any senior vice president, vice president, and secretary of each Financing Company and Reorganization Company (as defined below), as applicable (collectively, the "Authorized Officers", and each individually, an "Authorized Officer"), any one of whom may act without the joinder of the other, are hereby authorized, empowered and directed from time to time to execute, deliver and cause the performance of, in the name of and on behalf of each Financing Company for which such individual is an Authorized Officer, all Transaction Documents to which a Financing Company is or will be a party and such other agreements, instruments and documents contemplated therein or thereby, with such changes therein, deletions therefrom or additions thereto as such Authorized Officer executing the same shall approve or deem necessary, appropriate, or advisable, the execution and delivery thereof by such Authorized Officer to be deemed conclusive evidence of the approval and ratification thereof by such Authorized Officer or that such Authorized Officer deemed such changes to meet such standard;

FURTHER RESOLVED, that each of the Authorized Officers, acting alone and without the joinder of any other Authorized Officer, is authorized, empowered and directed to take, from time to time in the name of and on behalf of each Financing Company or Reorganization Company for which such individual is an Authorized Officer such actions and execute, deliver and cause the performance of such amendments, restatements, supplemental agreements, certificates, instruments, financing statements,

notices, documents, compromises, consents, consolidations, extensions for any period, increases, rearrangements, renewals, replacements, retirements, substitutions, supplements, waivers, or any other modification in respect of any term, condition or provision of the Transaction Documents to which a Financing Company is a party from time to time, or as such Authorized Officer may deem necessary, advisable, desirable, convenient or proper in order to carry out and perform the obligations of the Financing Companies under the Transaction Documents to which a Financing Company is or will be a party and the transactions contemplated therein or thereby, and to carry out fully the intent and effectuate the purposes of this Consent and these resolutions; all such amendments, restatements, supplemental agreements, certificates, instruments, financing statements, notices, documents, compromises, consents, consolidations, extensions for any period, increases, rearrangements, renewals, replacements, retirements, substitutions, supplements, waivers, or any other modification in respect of any term, condition or provision of the Transaction Documents to which such Financing Company is a party to be executed and delivered in such form as such Authorized Officer executing the same shall approve or deem necessary, appropriate, or advisable, the execution and delivery thereof by such Authorized Officer to be deemed conclusive evidence of the approval and ratification thereof by such Authorized Officer or that such Authorized Officer deemed such standard to be met;

FURTHER RESOLVED, that each of the Authorized Officers, acting alone and without the joinder of any other Authorized Officer, is authorized in the name of and on behalf of each Financing Company for which such person is an Authorized Officer to (a) prepare any amendments, waivers, consents, supplements or other modifications under the Credit Agreement, the Loan Documents and any other Transaction Document to which such Financing Company is a party as may be necessary, convenient, advisable, desirable or appropriate at any time from time to time, which amendments, waivers, consents or supplements may provide for modifications to or relief under such agreements or documents and may require consent payments, fees or other amounts payable in connection therewith, and (b) execute and deliver such amendments, waivers, consents, supplements or other modifications under such agreements or documents as such Authorized Officer shall deem to be necessary, convenient, advisable, desirable or appropriate, the execution and delivery thereof by such Authorized Officer to be deemed conclusive evidence of the approval and ratification thereof by such Authorized Officer or that such Authorized Officer deemed such standard to be met;

FURTHER RESOLVED, that each of the Authorized Officers of each Financing Company, acting alone and without the joinder of any other Authorized Officer, is authorized, empowered and directed to take, from time to time in the name of and on behalf of each Financing Company for which it is an Authorized Officer such actions necessary to negotiate the form, terms and provisions of, and to execute and deliver or cause to be delivered, and to cause the performance of, any swap agreement, and any other commodity, interest rate, foreign exchange or currency exchange agreement, or other hedging agreement or arrangement, and any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement or any other master agreement, in each case, as such Authorized Officer executing the same shall approve or deem necessary, appropriate, or advisable, the execution and delivery thereof by such Authorized Officer to be deemed conclusive evidence of the approval and ratification thereof by such Authorized Officer or that such Authorized Officer deemed such standard to be met;

FURTHER RESOLVED, that each of the Authorized Officers of each Financing Company be, and each, acting alone without the joinder of such other Authorized Officers, hereby is, authorized, empowered and directed to take all actions in the name and on behalf of each Financing Company for which it is an Authorized Officer as (in such person's judgment) shall be necessary, advisable, desirable, convenient or appropriate in order to effect the purposes of the foregoing resolutions (including, without limitation, (i) the negotiation, execution, delivery and filing of any agreements, certificates or other

instruments or documents, (ii) the modification or amendment of, or the entry into any consent or waiver related to, any of the terms and conditions of the Credit Agreement, the Loan Documents and/or any other Transaction Documents, (iii) the payment of any consideration, and (iv) the payment of indemnities, fees, expenses and taxes) as any such Authorized Officer, in his/her sole discretion, may deem necessary, appropriate or advisable (such acts to be conclusive evidence that such Authorized Officer deemed the same to meet such standard) in order to effect the transactions contemplated under the Credit Agreement, the Loan Documents and any other Transaction Documents, and all acts of any such Authorized Officer taken pursuant to the authority granted herein, or having occurred prior to the date hereof in order to effect such transactions, are hereby approved, adopted, ratified and confirmed in all respects;

FURTHER RESOLVED, that each of the Authorized Officers of each Financing Company is authorized, empowered and directed to make, execute, and deliver by and on behalf of each Financing Company for which it is an Authorized Officer, any and all ancillary documents and do and perform any and all acts including payment of fees and expenses that such Authorized Officer deems necessary or appropriate, to carry out and consummate the transactions contemplated in the Transaction Documents, as applicable to each Financing Company, and such ancillary documents and acts hereby are authorized, approved, adopted and ratified;

FURTHER RESOLVED, that any and all agreements heretofore executed or acts or things heretofore done in connection with the Transaction Documents, including any joinders or assumption agreements, are hereby in all respects ratified, confirmed and approved as an act of each Financing Company, as applicable;

FURTHER RESOLVED, that (a) the signature of any Authorized Officer to the Credit Agreement, the Loan Documents and any other Transaction Documents, and any amendments, waivers, consents, supplements, or other modifications thereto to which any Company is a party shall be conclusive evidence of the authority of such Authorized Officer to execute and deliver such documents and (b) that any person dealing with any Authorized Officer of each Financing Company in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such Authorized Officer and by his or her execution of any document or agreement, the same shall be valid and binding obligations of each respective Financing Company enforceable in accordance with its terms; and

FURTHER RESOLVED, that any and all agreements heretofore executed and acts or things heretofore done with respect to the Transaction Documents and to effectuate the purposes of this Consent and the foregoing resolutions are hereby in all respects ratified, confirmed and approved as the act of each Financing Company, as applicable;