

RECEIVED
ADJUDICATION SECTION
JUL 08 2026

July 7, 2026

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

Re: **OCS-G 16942, Walker Ridge Block 29
Non-Required Filing Category 3 –
UCC Filings and Financial Statements**

Dear Sir/Madam:

Please find the following enclosed document for filing in BOEM's Non-Required Filings, specifically Category 3 – UCC-1 Filings and Financial Statements:

UCC-1 Financing Statement (fixture filing) naming ME Bigfoot, LLC, as Debtor, and ISREAL DISCOUNT BANK LTD., as Secured Party

Please file the enclosed document, together with a copy of this letter, under Category 3 in the non-required files relating to the Lease No. OCS-G 16942. The filing is accompanied by a receipt evidencing payment of the required service/filing fee via Pay.Gov.

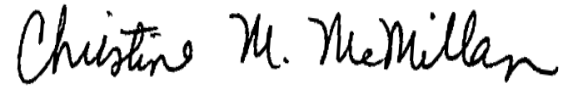
This is the fifth of a series of filings being submitted today related to Lease No. OCS-G 16942.
These filings should be filed in order in which they have been submitted, which is as follows:

1. Assignment and Bill of Sale dated effective July 1, 2025, by and between Marubeni Oil & Gas (USA) LLC (GOA No.02806), as assignor, and ME Bigfoot, LLC (GOA No. 03842), as assignee;
2. Conveyance of Overriding Royalty Interest (Seller First ORRI) dated effective July 1, 2025, by and between ME Bigfoot, LLC (GOA No. 03842), as assignor, and Marubeni Oil & Gas (USA) LLC (GOA No.02806), as assignee;
3. Conveyance of Overriding Royalty Interest (Seller Second ORRI) dated effective July 1, 2025, by and between ME Bigfoot, LLC (GOA No. 03842), as assignor, and Marubeni Oil & Gas (USA) LLC (GOA No.02806), as assignee; and
4. Mortgage, Security Agreement, Assignment of As-Extracted Collateral, Fixture Filing and Financing Statement dated as of July 7, 2026, from ME Bigfoot, LLC, as Mortgagor, to Israel Discount Bank Ltd., as Mortgagee.
5. UCC-1 Financing Statement (fixture filing) naming ME Bigfoot, LLC, as Debtor, and ISREAL DISCOUNT BANK LTD., as Secured Party

July 7, 2026
Bureau of Ocean Energy Management
Attn: Adjudication
Page 2 of 2

If you have any questions, please contact the undersigned at cmcmillan@porterhedges.com or 713-226-6698.

Sincerely,

A handwritten signature in black ink that reads "Christine M. McMillan". The signature is written in a cursive, flowing style.

Christine McMillan

Enclosure

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Amy G. Scafidel 504.582.8462	
B. E-MAIL CONTACT AT SUBMITTER (optional) ascafidel@joneswalker.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Amy G. Scafidel Jones Walker LLP, 201 St. Charles Ave., 51st Floor, New Orleans, LA 70170	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME ME Bigfoot, LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1430 Truxtun Avenue, Suite 900		CITY Bakersfield	STATE CA	POSTAL CODE 93301	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME ISRAEL DISCOUNT BANK LTD.					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1 Discount St., Northern Building, 8th Floor		CITY Rishon LeZion	STATE	POSTAL CODE 7571366	COUNTRY Israel

4. COLLATERAL: This financing statement covers the following collateral:

All of Debtor's right, title and interest in and to the Mortgaged Property described in that certain Mortgage, Security Agreement, Assignment of As-Extracted Collateral, Fixture Filing and Financing Statement from Debtor to Secured Party, a copy of which is attached hereto as Exhibit A and incorporated here in full by reference.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative					
6a. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility			6b. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Agricultural Lien ☐ Non-UCC Filing		
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor					
8. OPTIONAL FILER REFERENCE DATA:					

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

ME Bigfoot, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

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

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:



covers timber to be cut



covers as-extracted collateral



is filed as a fixture filing

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

16. Description of real estate:

See Exhibit A attached hereto and by this reference incorporated herein for a description of the real property.

17. MISCELLANEOUS:

To be recorded in Terrebonne Parish, Louisiana

EXHIBIT A

[See Attached].

Terrebonne Parish Recording Page

Jodie P. Burton
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

Received From :
CSC ERECORDING ACCOUNT

First MORTGAGOR

ME BIGFOOT L L C

First MORTGAGEE

ISRAEL DISCOUNT BANK LTD

Index Type : MORTGAGES

File # : 1730345

Type of Document : MORTGAGE, ETC.

Book : 3655

Page : 185

Recording Pages : 40

Recorded Information

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

Jodie P. Burton

Clerk of Court

eRecorded

On (Recorded Date) : 07/07/2026

At (Recorded Time) : 12:21:30PM

CLERK OF COURT
JODIE P. BURTON
Parish of Terrebonne

I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 07/07/2026 at 12:21:30
Recorded in Book 3655 Page 185
File Number 1730345

Shellie M. Dupuy

Deputy Clerk



Return To : CSC ERECORDING ACCOUNT

Terrebonne Parish Recording Page

Jodie P. Burton
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
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First MORTGAGOR

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Clerk of Court

eRecorded

On (Recorded Date) : 07/07/2026

At (Recorded Time) : 12:21:30PM



Return To : CSC ERECORDING ACCOUNT

Execution Version

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF AS-EXTRACTED
COLLATERAL, FIXTURE FILING
AND FINANCING STATEMENT**

FROM

ME BIGFOOT, LLC as Mortgagor

TO

ISRAEL DISCOUNT BANK LTD. as Mortgagee

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THIS INSTRUMENT COVERS PROCEEDS OF MORTGAGED PROPERTY.

THIS INSTRUMENT IS TO BE FILED OR FILED FOR RECORD, AMONG OTHER PLACES, IN THE MORTGAGE RECORDS OF THE CLERK OF COURT FOR EACH PARISH LISTED ON THE EXHIBITS ATTACHED HERETO. MORTGAGOR IS THE OWNER OF RECORD INTEREST IN THE IMMOVABLE PROPERTY CONCERNED. THIS INSTRUMENT IS ALSO TO BE FILED IN THE APPROPRIATE RECORDS OF THE BUREAU OF OCEAN ENERGY MANAGEMENT OF THE UNITED STATES DEPARTMENT OF THE INTERIOR AND IN THE APPROPRIATE UCC RECORDS FOR THE STATE OF LOUISIANA.

MORTGAGOR HAS AN INTEREST OF RECORD IN THE IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN THE EXHIBITS ATTACHED HERETO. THE INTERESTS INCLUDE PROPERTIES AND COLLATERAL THAT ARE LOCATED IN THE OUTER CONTINENTAL SHELF. THIS INSTRUMENT, ATTACHED AS EXHIBIT A TO A UCC-1 FINANCING STATEMENT, IS TO BE FILED FOR RECORD OR RECORDED, AMONG OTHER PLACES, IN THE APPROPRIATE UCC RECORDS OF THE CLERK OF COURT FOR ANY LOUISIANA PARISH FOR INDEXING IN THE CENTRAL UCC REGISTRY WITH THE LOUISIANA SECRETARY OF STATE. THIS INSTRUMENT, ATTACHED TO A UCC-1 FINANCING STATEMENT IS ALSO TO BE FILED IN THE APPROPRIATE RECORDS OF THE BUREAU OF OCEAN ENERGY MANAGEMENT OF THE UNITED STATES DEPARTMENT OF THE INTERIOR.

THIS INSTRUMENT COVERS MINERALS AND OTHER SUBSTANCES OF VALUE THAT MAY BE EXTRACTED FROM THE EARTH (INCLUDING WITHOUT LIMITATION OIL AND GAS) AND THE ACCOUNTS RELATED THERETO, WHICH MAY BE FINANCED AT THE WELLHEADS OF THE WELL OR WELLS LOCATED ON THE PROPERTIES DESCRIBED IN THE ATTACHMENTS HERETO. PORTIONS OF THE MORTGAGED PROPERTY AND COLLATERAL ARE GOODS THAT ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED ON THE EXHIBITS ATTACHED HERETO.

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STATE OF TEXAS
COUNTY OF HARRIS

**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF AS-EXTRACTED
COLLATERAL, FIXTURE FILING AND FINANCING STATEMENT**

BE IT KNOWN, that on the date set forth on the signature page hereof, but effective as of July 7, 2026 (the “*Effective Date*”) before the undersigned Notary Public, duly commissioned and qualified in and for the State and County or Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

ME BIGFOOT, LLC, a Delaware limited liability company (“*Mortgagor*”), whose last four digits of its federal tax identification number are *1636, and whose address is set forth in Section 5.08, herein represented by its undersigned duly authorized officer, pursuant to resolutions of Mortgagor, a certified copy or an original of which is attached hereto as Exhibit B and made a part hereof;

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

This **MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, FIXTURE FILING AND FINANCING STATEMENT** (as amended or otherwise modified from time to time, this “*Mortgage*”) is entered into as of the Effective Date, by Mortgagor, to Israel Discount Bank Ltd. (together with any successor or assign, “*Mortgagee*”) with respect to all Mortgaged Properties (as hereinafter defined).

RECITALS:

A. Mortgagor, as borrower and Mortgagee as Lender, entered into that certain Facilities Agreement dated as of June 30, 2026 establishing terms and conditions for the making and repayment of certain loan(s) and other extensions of credit to Mortgagor (such agreement, as may from time to time be amended, amended and restated, supplemented or otherwise modified, the “*Facilities Agreement*”).

B. From time to time the Mortgagor may enter into financing transactions and hedging arrangements with the Mortgagee all of which shall be entitled to the benefits of this Mortgage, which transactions and arrangements will be documented by the Finance Documents (as such term is defined in the Facilities Agreement) or such ISDAs or related hedging documentation as may be entered into with Mortgagee, in addition to the Finance Documents (collectively such agreements, including the Facilities Agreement, being described as the “*Secured Documents*”).

C. The proceeds derived by Mortgagor from the transaction provided for in the Facilities Agreement and the other Secured Documents will be used to pay the Funded Closing Payment (as such term is defined in the Facilities Agreement), fund working capital needs, pay the

direct transaction costs of the acquisitions contemplated by the Acquisition Documents (as such term is defined in the Facilities Agreement) and to finance Mortgagor's invoices, revenues, credits, and Hydrocarbon production attributable to the Project Assets (as such term is defined in the Facilities Agreement), or as otherwise may be agreed.

D. Mortgagee has conditioned its obligations under the Facilities Agreement and the Secured Documents upon the execution and delivery by Mortgagor of this Mortgage and Mortgagor has agreed to enter into this Mortgage to secure all obligations owing to Mortgagee from time to time under the Facilities Agreement and the other Secured Documents.

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

ARTICLE 1 **DEFINITIONS**

Section 1.01 Defined Terms. Any capitalized term used in this Mortgage (including the Exhibits attached hereto and incorporated herein for all purposes) and not otherwise defined herein shall have the meaning assigned to such term in the Facilities Agreement and any capitalized or uncapitalized terms which are defined in the UCC on the date hereof shall have the meaning assigned thereto.

Section 1.02 Definitions.

"Event of Default" as defined in Section 4.01.

"Facilities Agreement" as defined in Recital A.

"Hydrocarbons" means oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, as-extracted collateral (as such term is used in the Uniform Commercial Code) and all products refined or separated therefrom and all other minerals of whatever kind or character and in whatever form or phase.

"Indebtedness" as defined in Section 2.03.

"Leases" any and all gas and mineral leases, operating rights, forced pooling orders and farmout agreements and other contractual or other rights relating to oil, gas and mineral rights, fee interests, surface interests, mineral fee interests, overriding royalty and royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature, in each case, which are described on Exhibit A which is attached hereto and made a part hereof for all purposes, including any amendments thereto.

"Mortgage State" as defined in Section 2.01.

“Mortgaged Property” as defined in Section 2.01.

“Oil and Gas Properties” means (a) all of Mortgagor’s interest in the Leases, mineral fee interests, mineral rights, overriding royalty interests, net profits interests, production payment interests, wells, and lands described on Exhibit A hereto (the **“Hydrocarbon Interests”**), (b) all Hydrocarbons in and under and that may be produced and saved or attributable to the Hydrocarbon Interests, and other income from or attributable to the Hydrocarbon Interests, and (c) all rights of use agreements relating to or constituting part of the Hydrocarbon Interests. For the avoidance of doubt, the term “Oil and Gas Properties” includes all of the foregoing assets described in this definition, whether now owned or hereinafter acquired so long as such assets are on or relate or are derived from the Leases, wells and lands described on Exhibit A and includes all supplemental or amendatory documentation relating to any agreement or contract described in the foregoing or any replacements or amendments and restatements thereof.

“Permitted Liens” as defined in Section 3.03.

“Secured Documents” as defined in Recital B.

“Secured Obligations” means all Financial Indebtedness of the Mortgagor now or hereafter existing under the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by Mortgagor to Mortgagee under the Finance Documents but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under any Debtor Relief Law.

“Security Termination” means such time as when each of the following shall have occurred: (a) the Indebtedness have been paid in full in cash (other than contingent obligations and obligations in respect of hedging arrangements as to which other arrangement reasonably satisfactory to the Mortgagee have been made), (b) all commitments under the Facilities Agreement have been terminated and (c) all obligations under the Security Documents have been timely satisfied. For purposes of clarification, “Security Termination” shall have occurred for purposes of this Agreement if the three events provided in clauses (a)-(c) above have occurred.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of Louisiana.

“Working Interest” means (a) when applied to individual leases, the undivided interest owned by Mortgagor in the leasehold estate, out of which are paid Mortgagor's share of (i) all costs of drilling, completing, equipping and operating a well or wells, and (ii) all royalties, overriding royalties, production payments and other interests in or measured by production, and (b) when applied to leases or force pooled interests described as unitized or pooled, the undivided interest owned by Mortgagor and out of which is paid all costs of drilling, completing, equipping and operating a well or wells producing oil and gas, or

either of them, from the portions of the leases or force pooled interests so unitized or pooled. The term "net revenue interest" as used herein means that portion of oil and gas (or oil only, or gas only, where so limited) produced from the respective properties herein described to which Mortgagor is entitled after deduction of all royalties, overriding royalties, production payments and other interests in or measured by production which are borne by Mortgagor.

ARTICLE 2

GRANT OF LIEN AND INDEBTEDNESS SECURED

Section 2.01 Grant of Liens. To secure payment of the Indebtedness (as hereinafter defined), Mortgagor does, by these presents, hereby MORTGAGE, COLLATERALLY TRANSFER and CONVEY, COLLATERALLY ASSIGN, and GRANT a continuing security interest, unto Mortgagee, and Mortgagee's successors and substitutes hereunder, with power of sale (to the extent permitted by Applicable Law), for the use and benefit of Mortgagee, all of its interest in the real and personal property, rights, titles, interests and estates in and to, located on or derived from, or otherwise associated with, the Oil and Gas Properties, including, without limitation, the Leases and Working Interests (collectively, with the property described in Section 2.02, called the "***Mortgaged Property***") that is located (a) in (or covers or relates to such Mortgaged Property located within) the State of Louisiana (the "***Mortgage State***") or (b) within (or covers or relates to such Mortgaged Property located within) the Outer Continental Shelf or other offshore area adjacent to the Mortgage State over which the United States of America asserts jurisdiction and to which the Applicable Law of the Mortgage State are applicable with respect to this Mortgage and/or the Liens created hereby.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee and to its successors and assigns forever to secure the payment of the Indebtedness (hereinafter defined) and to secure the performance of the covenants, agreements, and obligations of Mortgagor herein contained.

Section 2.02 Grant of Security Interest and Assignment of As-Extracted Collateral. Mortgagor hereby grants to Mortgagee, for its benefit, a continuing security interest in and to all of the Mortgagor's rights, titles and interests in and to the as-extracted collateral from or attributable to the Oil and Gas Properties, fixtures and Hydrocarbons to the extent that the same constitutes personal/ movable property susceptible of a security interest under the UCC as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Indebtedness (as defined herein). No asset constituting an Excluded Asset (as defined in the Security Agreement) shall constitute Mortgaged Property hereunder.

As additional security hereunder, Mortgagor has absolutely and unconditionally, collaterally assigned, and does hereby absolutely and unconditionally, collaterally assign unto Mortgagee, all of the as-extracted collateral relating to the Hydrocarbons and all products obtained or processed therefrom, and the revenues and proceeds now and hereafter attributable to the

Hydrocarbons and/or the Oil and Gas Properties and said products and all payments in lieu of the Hydrocarbons such as “take or pay” payments or settlements. The Hydrocarbons and products are to be delivered into pipelines connected with the Mortgaged Property, or to the purchaser thereof, to the credit of Mortgagee and all such revenues and proceeds relating to the Hydrocarbons and/or the Oil and Gas Properties shall be paid directly to Mortgagee in accordance with the terms of the Facilities Agreement, with no duty or obligation of any party paying the same to inquire into the rights of Mortgagee to receive the same, what application is made thereof, or as to any other matter.

Mortgagor agrees to perform all such acts, and to execute all such further assignments, transfers and division orders and other instruments as may be required or desired by Mortgagee or any party in order to have said proceeds and revenues so paid to Mortgagee in accordance with the Facilities Agreement. Subject at all times to the terms of the Facilities Agreement, Mortgagee is fully authorized to receive and receipt for said revenues and proceeds; and to endorse and cash any and all checks and drafts payable to the order of Mortgagor or Mortgagee for the account of Mortgagor received from or in connection with said revenues or proceeds and to hold the proceeds thereof in a bank account as additional collateral securing the Indebtedness.

Mortgagee shall not be liable for any delay, neglect or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder; but Mortgagee shall have the right 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. Mortgagor hereby appoints Mortgagee as its attorney-in-fact to pursue any and all rights of Mortgagor to liens on and security interests in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons and/or the Oil and Gas Properties. In addition, Mortgagor hereby further transfers and assigns to Mortgagee any and all such liens, security interests, financing statements or similar interests of Mortgagor attributable to its interest in the Hydrocarbons and/or Oil and Gas Properties and proceeds of runs therefrom arising under or created by any statutory provision, judicial decision or otherwise. The power of attorney granted to Mortgagee in this Section, being coupled with an interest, shall be irrevocable until Security Termination.

Until such time as an Event of Default has occurred and is continuing pursuant and subject to the provisions of the Facilities Agreement, Mortgagor may sell, receive and give receipt for proceeds from the sale of Hydrocarbons, which right shall automatically terminate upon such Event of Default in accordance with the Facilities Agreement and for so long as the same continues. The Mortgagor does hereby specifically agree that third-parties shall be entitled to rely, and shall be fully protected in relying, upon any written notice by the Mortgagee that an Event of Default has occurred and is continuing for the purposes of this Section. Nothing contained herein shall cause Mortgagee to have any obligation or liability under any supply contract or other contract pursuant to which revenues are to be paid to Mortgagee pursuant to this Section.

Section 2.03 Indebtedness Secured. This Mortgage is executed and delivered by Mortgagor to secure and enforce the Secured Obligations including, but not limited to, the following (collectively, the “*Indebtedness*”):

(a) all indebtedness, fees, costs, expenses (including, without limitation, the fees and expenses of counsel), interest, indemnities, reimbursements, premiums, obligations and liabilities, whether now in existence or hereafter arising, whether by acceleration or otherwise, arising out of or under the Facilities Agreement or any other Finance Documents of Mortgagor or any other Obligor;

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

(c) any sums which may be advanced or paid by Mortgagee under the terms hereof or of the Facilities Agreement or any Secured Document on account of the failure of Mortgagor, the other Loan Parties, or any of its or their Affiliates, thereof to comply with the covenants or any other obligation contained herein, in the Facilities Agreement or any other Secured Document; and all other indebtedness of Mortgagor and the other Loan Parties arising pursuant to the provisions of this Mortgage or any Secured Document including penalties, indemnities, legal and other fees, charges and expenses, and amounts advanced by and expenses incurred in order to preserve any collateral or security interest or in connection with collection, whether due after acceleration or otherwise and any and all renewals, modifications, substitutions, rearrangements or extensions of any of the foregoing, whether in whole or in part;

(d) all interest (including, without limitation, interest accruing at any post-default rate and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) in respect of all of the Indebtedness described in this Section 2.03 and all costs of collection and reasonable attorneys' fees, all as provided herein, in the Facilities Agreement and the other Secured Documents and any and all renewals, modifications, substitutions, rearrangements or extensions of any of the foregoing, whether in whole or in part; and

(e) to the extent not otherwise included above, all other Secured Obligations.

Section 2.04 Filing, Etc. Without in any manner limiting the generality of any of the other provisions of this Mortgage: (a) some portions of the goods described or to which reference is made herein are to become fixtures on the land described or to which reference is made herein or on attached Exhibit A; (b) the security interests created hereby under applicable provisions of the UCC will attach to as-extracted collateral, including the Hydrocarbons (minerals including oil and gas) or the accounts resulting from the sale thereof at the wellhead or minehead located on the land described or to which reference is made herein; (c) this Mortgage, attached as Exhibit A to a UCC-1 Financing Statement covers all goods which are to become fixtures included within the Mortgaged Property and is to be filed or filed of record in the appropriate UCC records of the Clerk of Court of any Louisiana parish for indexing in the central UCC registry with the Louisiana Secretary of State; and (d) Mortgagor

is the record owner of the immovable property or interests in the immovable property which comprises the Mortgaged Property.

Section 2.05 Pro Rata Benefit. This Mortgage is executed and granted for benefit and security of Mortgagee, and any and all future holders of an interest in the Indebtedness and the interest thereon (subject to any transfer limitation set out in the Facilities Agreement) for so long as same remains unpaid and thereafter for so long as any Lender or any Person secured hereby (or any Lender Affiliate) has any obligations under the Facilities Agreement to lend money to Mortgagor.

Section 2.06 Multiple Indebtedness Mortgage/Maximum Secured Amount. Insofar as any portion of the Mortgaged Property situated in or offshore the State of Louisiana is concerned, or as to which the laws of the State of Louisiana would be applicable, THIS MORTGAGE IS MADE AND GRANTED PURSUANT TO THE PROVISIONS OF, AND SHALL BE ENTITLED TO THE CONTINUING PREFERENCE AND PRIORITY PROVIDED BY, ARTICLE 3298 OF THE LOUISIANA CIVIL CODE, AND SHALL APPLY TO AND SECURE THE PAYMENT AND PERFORMANCE OF PAST, PRESENT AND FUTURE INDEBTEDNESS AND, NOTWITHSTANDING ANY PROVISION HEREOF TO THE CONTRARY, THE MAXIMUM AMOUNT OF THE INDEBTEDNESS THAT MAY BE OUTSTANDING AT ANY TIME AND FROM TIME TO TIME THAT THIS MORTGAGE SECURES IS FIXED AT THREE HUNDRED MILLION (US \$300,000,000) ("*Maximum Amount*").

ARTICLE 3

REPRESENTATIONS, WARRANTIES AND COVENANTS

Mortgagor hereby represents, warrants and covenants as follows:

Section 3.01 Organization; Authorization. Mortgagor is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware, has full limited liability company right, power and authority to enter into this Mortgage, and to carry out and consummate all transactions contemplated by this Mortgage, and by proper limited liability company action has duly authorized the execution and delivery of this Mortgage.

Section 3.02 No Conflict. The execution and delivery of this Mortgage does not, and the consummation of the transactions herein and therein contemplated will not (a) require any further material consents or approvals which have not been obtained, (b) breach Mortgagor's organizational documents in any material respect or (c) violate any provision of any law, regulation, order, judgment, injunction or similar matters or any agreement presently in effect with respect to or binding on Mortgagor except in the case of this sub-clause (c), when such violation could not reasonably be

expected to have a material adverse effect on its ability to perform its obligations under this Mortgage.

Section 3.03 Execution and Delivery. This Mortgage has been duly executed and delivered by Mortgagor.

Section 3.04 No Proceedings. There is no proceeding pending or, to Mortgagor's knowledge, threatened in writing against or affecting Mortgagor in any court or by or before any governmental authority, arbitration board or tribunal which could reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Mortgage.

Section 3.05 Title; Description of Mortgaged Property and Working Interest. Mortgagor is the record holder of the Mortgaged Property. Mortgagor owns an undivided working interest (hereinafter defined) and a net revenue interest (hereinafter defined) in the Leases of not less than the undivided working interest and net revenue interest specified in Exhibit A with respect to each such Lease no operating agreement, contract or other agreement affecting any part of the Mortgaged Properties to which Mortgagor is a party or to which Mortgagor is bound requires Mortgagor to bear in any material respects the costs relating to the Mortgaged Properties greater than the working interest of Mortgagor in any such portion of the Mortgaged Properties, except in the event that Mortgagor is obligated under an operating agreement to assume a portion of a non-consenting party's share of costs and expenses and, as a result thereof shall own and be entitled to receive an equivalent portion of such non-consenting party's interests in the well and share of Hydrocarbons produced therefrom; all proceeds from the sale of Mortgagor's share of the Hydrocarbons being produced from the Mortgaged Properties are currently being paid in full to Mortgagor by the purchasers thereof on a timely basis and none of such proceeds are currently being held in suspense by such purchaser or any other party; Mortgagor has full power and lawful authority in all material respects to bargain, grant, sell, mortgage, assign, transfer, convey and grant a security interest in all of the Mortgaged Properties all in the manner and form herein provided and without obtaining the waiver, consent or approval of any lessor, sublessor, governmental agency or entity or party whomsoever or whatsoever, unless otherwise indicated in the Facilities Agreement. To the extent required by the terms of the Facilities Agreement, Mortgagor will at all times protect and defend the title to all of the Mortgaged Properties, paying all expenses incurred or to be incurred in defending the title to the same against all claims or charges other than the Permitted Liens, and, to the extent obligated under the Facilities Agreement, will indemnify and hold Mortgagee and Holder and the Indemnified Parties harmless against any such claim or charge. The Mortgaged Property is free of any and all Liens except: (a) Permitted Security Interests (as defined in the Facilities Agreement); and (b) non consensual Liens securing obligations that are not yet due and delinquent or are subject to contest and the rights of Mortgagor in and to the Mortgaged Property ("***Permitted Liens***").

Section 3.06 Not a Foreign Person. Mortgagor is not a “foreign person” within the meaning of the Internal Revenue Code Sections 1445 and 7701 (*i.e.*, Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Internal Revenue Code and any regulations promulgated thereunder).

Section 3.07 Power to Create Lien and Security. Mortgagor has full limited liability company power and authority to grant the mortgage and security interest in all of the Mortgaged Property in the manner and form herein provided. No material authorization, approval, consent or waiver of any lessor, sublessor, Governmental Authority (or any Governmental Authorization of any Governmental Authority) or other party or parties whomsoever is required in connection with the execution and delivery by any Mortgagor of this Mortgage, except to the extent the approval or consent of the Department of the Interior, United States of America, state agencies, or similar Governmental Authority, as the case may be, is required by applicable law or regulation to the transfer or assignment of an interest in any of the Mortgaged Property.

Section 3.08 Power to Create Lien and Security. Mortgagor has full limited liability company power and authority to grant the mortgage and security interest in all of the Mortgaged Property in the manner and form herein provided. No material authorization, approval, consent or waiver of any lessor, sublessor, Governmental Authority (or any Governmental Authorization of any Governmental Authority) or other party or parties whomsoever is required in connection with the execution and delivery by any Mortgagor of this Mortgage except to the extent the approval or consent of the Department of the Interior, United States of America, state agencies, or similar Governmental Authority, as the case may be, is required by applicable law or regulation to the transfer or assignment of an interest in any of the Mortgaged Property.

Section 3.09 Failure to Perform. Mortgagor agrees that if it fails to perform any act or to take any action which Mortgagor is required to perform or take hereunder or pay any money which Mortgagor is required to pay hereunder, Mortgagee, in Mortgagor’s name or its own name, may, but shall not be obligated to, perform or cause to perform such act or take such action or pay such money, and any expenses so incurred by Mortgagee and any money so paid by it shall be a demand obligation owing by Mortgagor to Mortgagee, and Mortgagee, upon making such payment, shall be subrogated to all of the rights of the Person receiving such payment.

ARTICLE 4 **RIGHTS AND REMEDIES**

The rights and remedies provided in this Article 4 are established to the full extent permitted by Applicable Law. In addition, this Article 4 is subject to the terms and conditions of Article 6 herein.

Section 4.01 Event of Default. An “Event of Default” under the Facilities Agreement or any other Security Document shall be an Event of Default under this Mortgage.

Section 4.02 Foreclosure and Sale. (a) If an Event of Default shall occur and be continuing, Mortgagee shall have the right and option to proceed with foreclosure and to sell, to the extent permitted by Applicable Law, the Mortgaged Property at one or more sales, at such place or places in otherwise such manner and upon such notice as may be required by Applicable Law, or, in the absence of any such requirement, as Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers. Where the Mortgaged Property is situated in more than one jurisdiction, notice as above provided shall be posted and filed in all such jurisdictions (if such notices are required by Applicable Law), and all such Mortgaged Property may be sold in any such jurisdiction and any such notice shall designate the jurisdiction where such Mortgaged Property is to be sold. Nothing contained in this Section 4.02 shall be construed so as to limit in any way Mortgagee’s rights to sell the Mortgaged Property, or any portion thereof, by private sale if, and to the extent that, such private sale is permitted under Applicable Law or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. At any such sale: (i) whether made under the power herein contained or any other legal enactment, or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for Mortgagee to have physically present, or to have constructive possession of, the Mortgaged Property and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, subject to Applicable Law, and (ii) to the extent and under such circumstances as are permitted by Applicable Law, Mortgagee may be a purchaser at any such sale, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the Indebtedness (in the order of priority set forth in Section 4.11 hereof) in lieu of cash payment.

Section 4.03 Substitute Mortgagees and Agents. Subject to Applicable Law, Mortgagee or its successor or substitute may appoint or delegate any one or more Persons as agent to perform any act or acts necessary or incident to any sale held by Mortgagee, including the posting of notices and the conduct of sale, but in the name and on behalf of Mortgagee, its successor or substitute. If Mortgagee or its successor or substitute shall have given notice of sale hereunder, any successor or substitute mortgagee thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute mortgagee conducting the sale.

Section 4.04 Judicial Foreclosure; Receivership. Subject to and as permitted by Applicable Law, if any Event of Default shall occur and be continuing, Mortgagee shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein

contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy.

Section 4.05 Possession of Mortgaged Property. To the extent permitted by Applicable Law, Mortgagor agrees to the full extent that, in case one or more of the Events of Default shall have occurred and be continuing, then, and in every such case, Mortgagee shall have the right and power to enter into and upon and take possession of all or any part of the Mortgaged Property subject to and as permitted by Applicable Law in the possession of Mortgagor, its successors or assigns, or its or its agents or servants, and may exclude Mortgagor, its successors or assigns, and all persons claiming under Mortgagor, and its agents or servants (subject to any of Mortgagor's rights or its agents' or Members' rights under any applicable non-disturbance/quiet enjoyment or other similar agreements entered into by Mortgagee in favor of such person) wholly or partly therefrom; and, to the extent permitted by Applicable Law, holding the same, Mortgagee may use, administer, manage, operate and control the Mortgaged Property and conduct the business thereof to the same extent as Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of Mortgagor, in the name, place and stead of Mortgagor, or otherwise as Mortgagee shall deem best. Mortgagee reserves the right to appoint or petition for the appointment of a receiver to exercise all rights and powers of Mortgagee as provided in this Section 4.05.

Section 4.06 Remedies Cumulative, Concurrent and Nonexclusive. Every right, power and remedy herein given to Mortgagee shall be cumulative and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, at law or by statute (including specifically those granted by the UCC in effect and applicable to the Mortgaged Property or any portion thereof) each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by Mortgagee and the exercise, or the beginning of the exercise, of any such right, power or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power or remedy. No delay or omission by Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

Section 4.07 No Release of Obligations. Neither Mortgagor nor any other Person hereafter obligated for payment of all or any part of the Indebtedness shall be relieved of such obligation by reason of (a) the failure of Mortgagee to foreclose the lien of this Mortgage or to enforce any provision hereunder or under the Facilities Agreement; (b) the release, regardless of consideration, of the Mortgaged Property or

any portion thereof or interest therein or the addition of any other property to the Mortgaged Property; (c) any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending, renewing, rearranging or in any other way modifying the terms of this Mortgage without first having obtained the consent of, given notice to or paid any consideration to Mortgagor or such other Person, and in such event Mortgagor and all such other Persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee; or (d) by any other act or occurrence save and except the Security Termination.

Section 4.08 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration, the Mortgaged Property without in any way releasing or diminishing the liability of any Person or entity liable for the repayment of the Indebtedness. For payment of the Indebtedness, Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect, subject to the terms of and in accordance with the Secured Documents.

Section 4.09 Waiver of Redemption, Notice and Marshalling of Assets, Etc. To the fullest extent permitted by Applicable Law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to Mortgagor by virtue of any present or future moratorium law or other Applicable Law exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisalment which, at Mortgagee's option, may be exercised at the time of the entry of the foreclosure judgment or any time prior thereto, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment; (b) all notices of any Event of Default or of Mortgagee's intention to accelerate maturity of the Indebtedness or of Mortgagee's election to exercise or its actual exercise of any right, remedy or recourse expressly permitted to be waived by Applicable Law, and only to the extent such waiver does not derogate from any notice, cure or enforcement requirement under the Facilities Agreement; and (c) any right to a marshalling of assets or a sale in inverse order of alienation. If any Applicable Law referred to in this Mortgage and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such Applicable Law shall thereafter be deemed not to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof; provided, however, that if the Applicable Laws of any state do not permit the redemption period to be waived, the redemption period is specifically reduced to the minimum amount of time allowable by statute.

Section 4.10 Discontinuance of Proceedings. In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder, under the Facilities Agreement or Secured Document and shall thereafter elect to discontinue or abandon same for any reason, Mortgagee shall have the unqualified right so to do and, in such an event, the Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, this Mortgage, the Facilities Agreement,

the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if same had never been invoked.

Section 4.11 Application of Proceeds. The proceeds of the Mortgaged Property or any part thereof received by Mortgagee in any proceedings for the enforcement hereof, shall be applied in accordance with the terms of the Facilities Agreement.

ARTICLE 5 **MISCELLANEOUS**

Section 5.01 Release of Mortgage. Upon Security Termination and the written direction of the Mortgagee, Mortgagee shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of the Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of release, cancellation, satisfaction and reassignment as may be reasonably appropriate or required pursuant to Applicable Law. Otherwise, this Mortgage shall remain and continue in full force and effect. Furthermore, Mortgagee shall execute and deliver partial releases in connection with any sale or other transfer of assets that is permitted under the Facilities Agreement.

Section 5.02 Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of Mortgagee in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

Section 5.03 Successors and Assigns of Parties. The term "Mortgagee" as used herein shall mean and include any legal owner, holder, assignee or pledgee of any of the Indebtedness secured hereby. The terms used to designate Mortgagee and Mortgagor shall be deemed to include the respective heirs, legal representatives, successors and assigns of such parties. Nothing herein shall be deemed to affect any transfer restriction under the Facilities Agreement.

Section 5.04 Nature of Covenants. The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

Section 5.05 Notices, Etc. (a) All notices, demands, requests, consents and other communications provided for in this Mortgage shall be given in accordance with Clause 31 of the Facilities Agreement.

Section 5.06 Execution in Counterparts; Integration. This Mortgage may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by telecopier or other form of electronic transmission of an executed counterpart of a signature page to this Mortgage shall be effective as delivery of an original executed counterpart of this Mortgage. This Mortgage and the other Finance Documents, and any separate letter agreements with respect to fees payable to Mortgagee, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

Section 5.07 Governing Law INSOFAR AS PERMITTED BY OTHERWISE APPLICABLE LAW, THIS MORTGAGE SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

Section 5.08 Financing Statement. In addition, Mortgagor authorizes Mortgagee to file any financing statements (including amendments thereof and continuation statements thereto) that Mortgagee may require to perfect a security interest in said items or types of Mortgaged Property in which a security interest may be perfected by the filing of a financing statement under the UCC, at the expense of the Mortgagor. In that regard, the following information is provided:

Name and Address of Mortgagee:

Israel Discount Bank Ltd.
1 Discount St., Northern Building, 8th Floor
Rishon LeZion 7571366, Israel
E-mail: sagy.vigdor@dbank.co.il, lital.daniel@dbank.co.il
Attention: Emanuel Miarov

Name and Address of Debtor:

ME Bigfoot, LLC
1430 Truxtun Avenue, Suite 900
Bakersfield, CA 93301

Section 5.09 Exculpation Provisions. Each of the parties hereto specifically agrees that it has a duty to read this Mortgage; and agrees that it is charged with notice and knowledge of the terms of this Mortgage; that it has in fact read this Mortgage and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Mortgage; that it has been represented by independent legal counsel of its choice throughout the negotiations preceding its execution of this Mortgage; and has received the advice of its attorney in entering into this Mortgage; and that it recognizes that certain of the terms of this Mortgage result in one party

assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any exculpatory provision of this Mortgage on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."

Section 5.10 References. The words "herein," "hereof," "hereunder" and other words of similar import when used in this Mortgage refer to this Mortgage as a whole, and not to any particular article, section or subsection. Any reference herein to a Section shall be deemed to refer to the applicable Section of this Mortgage unless otherwise stated herein. Any reference herein to an exhibit or schedule shall be deemed to refer to the applicable exhibit or schedule attached hereto unless otherwise stated herein.

ARTICLE 6

PARTICULAR MORTGAGE STATE PROVISIONS

Section 6.01 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 6 and the other terms and conditions of this Mortgage, the terms and conditions of this Article 6 shall control and be binding. In the event of any conflict between this Article 6 and the Facilities Agreement, the provisions hereof shall be controlling to the minimum extent necessary to create, preserve and/or maintain a valid security interest upon the Mortgaged Property under Louisiana law, otherwise the provisions of the Facilities Agreement shall be controlling.

Section 6.02 Future Advances. This Mortgage may secure future advances, and in accordance with Article 3298 of the Louisiana Civil Code, and as to all Indebtedness, present and future, secured by this Mortgage, notwithstanding the nature of such obligations or the date they arise, this Mortgage has effect between the parties from the time this Mortgage is executed, and as to third persons from the time this Mortgage is filed for registry.

Section 6.03 Alienation. The Mortgaged Property is to remain so specially mortgaged, affected and hypothecated unto and in favor of Mortgagee for its benefit subject to the terms and conditions of Section 5.01, and Mortgagor is herein and hereby bound and obligated not to sell, alienate, mortgage or encumber the Mortgaged Property, or any part thereof, to the prejudice of this act, and not to permit or suffer the same to be so sold, alienated, deteriorated or encumbered, subject in each case to Permitted Liens and any transaction permitted by the Facilities Agreement.

Section 6.04 Confession of Judgment. For purposes of foreclosure under the Mortgage State's executory process procedures, Mortgagor hereby acknowledges and confesses judgment in favor of Mortgagee for the full amount of the Indebtedness.

Section 6.05 Additional Mortgage State Remedies. Subject to and as permitted by Applicable Law, upon the occurrence of an Event of Default, Mortgagee may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (a) institute proceedings for the complete foreclosure of this Mortgage in which case the Mortgaged Property may be sold, subject to Applicable Law, for cash or upon credit in one or more parcels under ordinary or executory process, at the sole option of Mortgagee and with or without appraisal, appraisal being expressly waived; or (b) to the extent permitted and pursuant to the procedures provided by Applicable Law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the continuing lien of this Mortgage for the balance of the Indebtedness not then due; or (c) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage; or (d) recover judgment on the Indebtedness either before, during or after any proceedings for the enforcement of this Mortgage; or (e) apply for the appointment of a trustee, receiver, liquidator or conservator of the Mortgaged Property, without regard for the adequacy of the security for the Indebtedness and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Indebtedness; or (f) sell, subject to Applicable Law, the Mortgaged Property or any part thereof at public or private sale, for cash, upon credit or for future delivery, at such price or prices as Mortgagee may deem satisfactory, and in connection with any such sale, Mortgagor hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any Applicable Law now existing or hereafter adopted and agrees that 10 days prior written notice of the time and place of any such sale or other intended disposition of any of the Mortgaged Property constitutes "reasonable notification" within the meaning of the UCC; or (g) pursue such other remedies as Mortgagee may have under Applicable Law, including, without limitation, as a secured party under the UCC.

Section 6.06 Waivers. Mortgagor waives in favor of Mortgagee any 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 Applicable Laws conferring the same; (b) to the extent permitted by Applicable Law, 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 Article 2331; and (d) the benefit of the other provisions of Louisiana Code of Civil Procedure Articles 2331, 2722 and 2723, not specifically mentioned above.

Section 6.07 Authentic Evidence. Any and all declarations of fact made by authentic act before a notary public in the presence of two witnesses by a person

declaring that such facts lie within his or her knowledge, shall constitute authentic evidence of such facts for the purpose of executory process.

Section 6.08 Signature of Mortgagee. In accordance with the provisions of Louisiana Civil Code Article 3289, Mortgagee's acceptance of this Mortgage is not required to be evidenced by a signature on this Mortgage, and Mortgagor acknowledges that Mortgagee's acceptance of this Mortgage is presumed to be a part of the overall transaction pertaining to the Indebtedness.

Section 6.09 Louisiana Defined Terms.

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

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

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

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

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

(f) The term "condemnation" will include "expropriation" as that term is used in Louisiana law.

(g) The term "easement" will include "servitude and advantages" as used in the Louisiana Civil Code.

(h) The term "building" will include "other constructions" as that term is used in the Louisiana Civil Code.

(i) The term "Lien" or "lien" shall include privilege, mortgage, pledge, security interest, assignment or other encumbrance.

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

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

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

Section 6.10 Waiver and Release. Mortgagor and Mortgagee hereby waive the production of mortgage, conveyance, tax, paving, assignment of accounts receivable and other certificates and relieve and release the Notary Public before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

Section 6.11 No Paraph. Mortgagor acknowledges that no promissory note or other instrument has been presented to the undersigned Notary Public(s) to be paraphed for identification herewith.

[SIGNATURES BEGIN NEXT PAGE]

THUS DONE AND PASSED this 7th day of July, 2026, to be effective as of the Effective Date, in my presence and in the presence of the undersigned competent witnesses who hereunto sign their names with Mortgagor, and me, Notary, after reading of the whole.

ME BIGFOOT, LLC,

as Mortgagor

By: [Signature]

Name: Tzahi Sultan Yehonatan Shohet

Title: Resident CEO

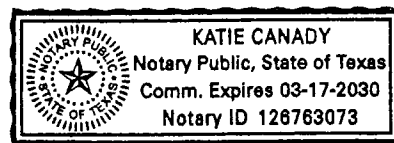
WITNESSES

[Signature]

Printed Name: KENNETH J. LOCH

[Signature]

Printed Name: Kirk Kuykendall



[Signature]
Notary Public No.# 126763073
My Commission Expires: 03/17/2030

(Signature Page)

EXHIBIT "A"

Legal Description, Leases and Wells

Terrebonne Parish, Louisiana

1. Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective as of September 1, 1996, from the United States of America, as lessor, to Chevron U.S.A. Inc. and Texaco Exploration and Production Inc., as lessees, designated with serial number OCS G-16942, covering all of Walker Ridge Block 29, OCS Official Protraction Diagram NG 15-06.

Gross Acres	Working Interest	Net Acres	Net Revenue Interest
5,760	12.5000%	720	10.9375%

2. Wells:

API Number	Surface Block	Bottom Hole Block	Well	Suffix	Current Well Status	Working Interest	Net Revenue Interest
608124001900	WR 29	WR 29	001	ST00BP00	PA	12.5000%	10.9375%
608124002000	WR 29	WR 29	002	ST00BP00	ST	12.5000%	10.9375%
608124002001	WR 29	WR 29	002	ST01BP00	ST	12.5000%	10.9375%
608124002002	WR 29	WR 29	002	ST01BP01	ST	12.5000%	10.9375%

API Number	Surface Block	Bottom Hole Block	Well	Suffix	Current Well Status	Working Interest	Net Revenue Interest
608124002003	WR 29	WR 29	002	ST02BP00	ST	12.5000%	10.9375%
608124002004	WR 29	WR 29	002	ST03BP00	ST	12.5000%	10.9375%
608124002005	WR 29	WR 29	002	ST04BP00	PA	12.5000%	10.9375%
608124002300	WR 29	WR 29	003	ST00BP00	ST	12.5000%	10.9375%
608124002301	WR 29	WR 29	003	ST01BP00	ST	12.5000%	10.9375%
608124002302	WR 29	WR 29	003	ST02BP00	PA	12.5000%	10.9375%
608124005900 *	WR 29	WR 29	A012	ST00BP00	DSI	BPO: 0.0000% APO: 12.5000%	BPO: 0.0000% APO: 10.9375%
608124006000	WR 29	WR 29	A004	ST00BP00	ST	12.5000%	10.9375%
608124006001	WR 29	WR 29	A004	ST01BP00	COM	12.5000%	10.9375%
608124006200	WR 29	WR 29	A001	ST00BP00	COM	12.5000%	10.9375%
608124006300	WR 29	WR 29	A002	ST00BP00	ST	12.5000%	10.9375%
608124006301	WR 29	WR 29	A002	ST01BP00	ST	12.5000%	10.9375%
608124006302	WR 29	WR 29	A002	ST01BP01	COM	12.5000%	10.9375%
608124006400	WR 29	WR 29	A003	ST00BP00	ST	12.5000%	10.9375%

API Number	Surface Block	Bottom Hole Block	Well	Suffix	Current Well Status	Working Interest	Net Revenue Interest
608124006401	WR 29	WR 29	A003	ST00BP01	ST	12.5000%	10.9375%
608124006402	WR 29	WR 29	A003	ST00BP02	ST	12.5000%	10.9375%
608124006403	WR 29	WR 29	A003	ST00BP03	ST	12.5000%	10.9375%
608124006404	WR 29	WR 29	A003	ST00BP04	COM	12.5000%	10.9375%
608124006500	WR 29	WR 29	A005	ST00BP00	COM	12.5000%	N/A
608124006600	WR 29	WR 29	A006	ST00BP00	ST	12.5000%	10.9375%
608124006601	WR 29	WR 29	A006	ST00BP01	ST	12.5000%	10.9375%
608124006602	WR 29	WR 29	A006	ST00BP02	ST	12.5000%	10.9375%
608124006603	WR 29	WR 29	A006	ST00BP03	COM	12.5000%	10.9375%
608124006800	WR 29	WR 29	A008	ST00BP00	COM	12.5000%	10.9375%
608124006900	WR 29	WR 29	A009	ST00BP00	DSI	12.5000%	10.9375%
608124007000	WR 29	WR 29	A010	ST00BP00	DSI	12.5000%	10.9375%
608124007100	WR 29	WR 29	A011	ST00BP00	ST	12.5000%	10.9375%
608124007101	WR 29	WR 29	A011	ST01BP00	ST	12.5000%	10.9375%

API Number	Surface Block	Bottom Hole Block	Well	Suffix	Current Well Status	Working Interest	Net Revenue Interest
608124007102	WR 29	WR 29	A011	ST01BP01	ST	12.5000%	10.9375%
608124007103	WR 29	WR 29	A011	ST02BP00	COM	12.5000%	10.9375%
608124007200	WR 29	WR 29	A013	ST00BP00	DSI	12.5000%	10.9375%
608124007300	WR 29	WR 29	A014	ST00BP00	DSI	12.5000%	10.9375%
608124007400	WR 29	WR 29	A015	ST00BP00	DSI	12.5000%	10.9375%
608124006700	WR 29	WR 73	A007	ST00BP00	COM	12.5000%	N/A
*Tennessee Well presently in non-consent status.							

3. Platform:

Authority Type Code	Authority #	Complex ID #	Structure #	Area/Block	Structure Name
LSE	G16942	2422	1	WR 29	A (Big Foot)
"Platform" includes all Facilities constituting a part of the Platform including, but not limited to, caissons, risers and all tension legs and moorings.					

4. Right of Use and Easement:

RUE OCS-G 30404; Walker Ridge Block 73 (contractual rights)

EXHIBIT “B”

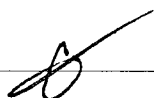
[See attached]

Exhibit “B”

EXHIBIT "B"

CERTIFIED COPY OF RESOLUTIONS OF ME BIGFOOT LLC

The undersigned, each a manager of ME Bigfoot, LLC, a Delaware limited liability company (the "***Mortgagor***"), do hereby certify that attached hereto is a true, correct and complete copy of the Action by Written Consent of the Board of Managers (the "***Governing Body***") and all of the Members of the Mortgagor adopted pursuant to the Delaware Limited Liability Company Act (the "***Act***") and that certain Amended and Restated Limited Liability Company Agreement of the Company (the "***A&R LLCA***") that authorizes Mortgagor's execution of the Mortgage to which this Certificate is attached.



Name: Tzahi Sultan

Title: Manager

July 7, 2026



Name: Yehonatan Shohat

Title: Manager

July 7, 2026

**ACTION BY WRITTEN CONSENT
OF THE BOARD OF MANAGERS AND MEMBERS
OF ME BIGFOOT, LLC
(a Delaware limited liability company)**

As of June 30, 2026

The undersigned, (i) being the entire board of managers (the "**Governing Body**") of ME Bigfoot, LLC, a Delaware limited liability company (the "**Company**"), acting pursuant to the Delaware Limited Liability Company Act (the "**Act**") and that certain Amended and Restated Limited Liability Company Agreement of the Company (the "**A&R LLCA**"), and (ii) being all of the Members (as defined in the A&R LLCA) of the Company, do hereby adopt the following resolutions as of the date first set forth above by written consent in lieu of a meeting:

I. Approval of Finance Documents

WHEREAS, the Company desires to enter into that certain Facilities Agreement, a substantially final version of which has been provided to the signatories hereto (as amended, restated, supplemented, renewed, extended, replaced, or otherwise modified from time to time, together with all annexes, addenda, and ancillary documents relating thereto, the "**Facilities Agreement**"; capitalized terms used but not defined herein shall have the meanings assigned to them in the Facilities Agreement), by and between the Company, as borrower, and Israel Discount Bank Ltd., a banking corporation incorporated in the State of Israel, as lender (the "**Lender**"), pursuant to which the Lender intends to extend credit to the Company in the form of a long-term loan facility in an aggregate amount of up to \$91,000,000 (such incurrence of debt, hereinafter referred to as the "**Borrowings**");

WHEREAS, the Governing Body has been presented with a copy of the Facilities Agreement and has reviewed the Facilities Agreement to its satisfaction;

WHEREAS, in connection with the extension of credit under and pursuant to the terms of the Facilities Agreement, the Company is required to secure its obligations thereunder by granting to the Lender (a) a security interest in substantially all of the assets of the Company, as more particularly defined as the "Collateral" in that certain Security Agreement, to be entered into in connection with the Facilities Agreement, by and between the Company and the Lender (the "**Security Agreement**"), (b) a mortgage lien on all right, title and interest of the Company pursuant to that Mortgage, Security Agreement, Assignment of As-Extracted Collateral, Fixture Filing and Financing Statement, to be entered into in connection with the Facilities Agreement, from the Company to the Lender (the "**Mortgage**") and such mortgage lien shall encumber the assets acquired by the Company pursuant to the Purchase and Sale Agreement (Big Foot), dated as of May 8, 2026, by and between Marubeni Oil & Gas (USA) LLC, as seller, and the Company, as buyer ("**Big Foot PSA**"), and (c) a collateral assignment of insurance pursuant to that Collateral Assignment of Insurance as Collateral Security, to be entered into in connection with the Facilities Agreement, from the Company to the Lender (the "**Collateral Assignment**" and collectively with the Mortgage and Security Agreement, the "**Collateral Documents**" and the creation of the security interests and liens under any Loan Document (as defined below), the "**Security Grant**");

WHEREAS, the Mortgage shall contain, inter alia, a confession of judgment, waivers of delay and appraisal, and shall consent to Louisiana executory process;

WHEREAS, the Governing Body has been presented with drafts of the Collateral Documents and that certain Deposit Account Control Agreement (the "DACA") to be entered into to perfect the security interest granted under the Security Agreement in the Company's Loan Account (as defined in the Facilities Agreement), and certain other ancillary documents contemplated by the Facilities Agreement, including, without limitation, process agent appointment letter, officer certificates, assignment documents, notices, financing statements, transfers, fee letters, payoff letters, guaranties, security agreements, pledge agreements, mortgages, deeds of trust, account control agreements, landlord agreements, intellectual property security agreements, indemnities, subordination agreements, licenses, letters of credit, purchase agreements, powers of attorney, affidavits, certifications, notes, consents, waivers, and amendments, supplements, modifications, renewals, extensions, increases, restatements, replacements and other instruments relating to any of the foregoing (collectively, together with the Facilities Agreement, the Collateral Documents and the DACA, and together with all exhibits, schedules, and annexes thereto, in each case as amended, restated, amended and restated, supplemented, renewed, extended, replaced, or otherwise modified from time to time, the "Loan Documents");

WHEREAS, the Company desires to enter into (i) that certain Recordable Agreement, a substantially final form of which has been provided to the Governing Body, by and between Enbridge Offshore Facilities, LLC ("Enbridge") and the Company, to be recorded in connection with that certain Walker Ridge Gas Gathering Agreement (the "Walker Ridge Recordable Agreement"), and (ii) that certain Recordable Agreement, a substantially final form of which has been provided to the Governing Body, by and between Enbridge and the Company, to be recorded in connection with that certain Big Foot Oil Transportation Agreement (the "Big Foot Recordable Agreement" and, together with the Walker Ridge Recordable Agreement, the "Recordable Agreements");

WHEREAS, in order to satisfy all conditions under the Big Foot PSA, the Company may deliver any and all agreements, documents, consents, memoranda, notices and other instruments that may be necessary or appropriate in order to obtain any third party consents or authorizations in connection with the Big Foot PSA (all such documents including the Recordable Agreements, the "PSA Ancillaries");

WHEREAS, it is a condition precedent to the effectiveness of and the extension of credit under, the Facilities Agreement that the Company execute the Loan Documents and the Governing Body has determined that the execution, delivery and performance of, and the consummation of the transactions contemplated by, the Loan Documents and all ancillary agreements thereto, including the Borrowings and the Security Grant, are in the best interests of the Company;

WHEREAS, it is a condition precedent to the effectiveness of and the extension of credit under, the Facilities Agreement that each person that holds equity in the Company grant a lien in such equity interests and the Governing Body has determined that the encumbrance on such equity interests and the subsequent disposition, if any, pursuant to such encumbrance are in the best interests of the Company;

WHEREAS, a set of resolutions adopted on behalf of the Company on March 9, 2026, specified that "any document executed on behalf of the Company shall be signed by at least two officers of the Company", and the Governing Body has determined that it is in the best interests of the Company that, notwithstanding such prior resolutions, any Loan Document may be executed, delivered and performed on behalf of the Company by any single Authorized Officer, and that the resolutions set forth herein shall supersede any inconsistent prior resolutions solely with respect to the matters contemplated hereby and by the Loan Documents;

NOW, THEREFORE, IT IS RESOLVED, that the Governing Body hereby approves the Loan Documents, the PSA Ancillaries and the execution, delivery and performance by the Company thereof, as

applicable, including, without limitation, the Borrowings and the Security Grant, and authorizes and directs any single officer of the Company (collectively, the "**Authorized Officers**" and, each, individually, an "**Authorized Officer**") to execute and deliver any Loan Document on behalf of the Company, in each case in such form and with such changes, additions, modifications, supplements, amendments, renewals, extensions, increases, waivers or replacements as any single Authorized Officer shall approve, such approval to be conclusively evidenced by such Authorized Officer's execution and delivery thereof, and the authority granted by these resolutions shall supersede any contrary requirement contained in any prior resolutions of the Company with respect to the Loan Documents and the transactions contemplated thereby;

FURTHER RESOLVED, that the Governing Body, on behalf of the Company, has determined that the Company may be reasonably expected to benefit, directly and indirectly, from the Borrowings, the Security Grant, the execution, delivery and performance of the Facilities Agreement and the other Loan Documents;

FURTHER RESOLVED, that any Authorized Officer, acting alone, is hereby authorized and directed, in the name and on behalf of the Company, to take such action as such Authorized Officer deems necessary or desirable to cause the Company to complete the transactions contemplated by the Facilities Agreement and the other Loan Documents, including, but not limited to, the Borrowings, the Security Grant, and the execution and delivery of each of the documents and instruments to be executed by the Company that are described in or contemplated by the Facilities Agreement or the other Loan Documents, and any and all other agreements, documents, instruments, certificates and amendments, supplements (including, without limitation, amendments increasing or decreasing the amount of credit available and/or extending the maturity of the same) required or desirable in connection with or incidental to the transactions contemplated by any of the foregoing, all in such form and containing such terms as the Authorized Officer executing the same shall determine, and such determination shall be conclusively evidenced by such Authorized Officer's execution and delivery of such agreements, documents, instruments, certificates and amendments; and

FURTHER RESOLVED, that the Company hereby is authorized to deliver Uniform Commercial Code financing statements, including, fixture filings (including in connection with the Mortgage), and intellectual property filings in all relevant jurisdictions so as to perfect the Lender's liens on the Company's assets, and to execute, deliver and cause to be recorded the Mortgage and any amendments, supplements, assignments or other instruments relating thereto in all appropriate jurisdictions, and, to the extent that the Lender requires possession of any instruments, certificates or other documents to perfect such liens, the Company be, and it hereby is, authorized to execute and deliver such instruments, certificates, memoranda of trademark security interests, memoranda of patent security interests, memoranda of copyright security interests, control agreements, lockbox agreements, landlord agreements and warehouse waivers, or other documents to the Lender and each of the applicable Authorized Officers, acting singly, is authorized to cause the Company to grant security interests, create and perfect the liens and encumber its assets and properties in the manner contemplated in the Collateral Documents and pay such fees, taxes, and expenses as are necessary in connection with the foregoing.

II. Approval of Pledge of Equity

RESOLVED, that the Governing Body hereby approves, and the undersigned Members hereby authorize and consents to, the granting of a lien on the Units (as defined in the A&R LLCA) by each Member (the "**Equity Pledge**") and the subsequent Disposition (as defined in the A&R LLCA), if any, of such Units arising as a result of a foreclosure of a lien or security interest by the Lender in respect of the Loan Documents (and, for the avoidance of doubt, such Disposition shall qualify as a Permitted Disposition under the A&R LLCA and is hereby approved for all purposes thereunder;

RESOLVED, that the Company is hereby authorized to take, and any Authorized Officer, acting alone, is hereby authorized and directed to take such actions and to execute and deliver such notices, acknowledgments, consents and other documents as may be required by the Lender to perfect any lien contemplated by the Equity Pledge and otherwise permit the Members to perform their obligations thereunder;

- III. Approval of Recordable Agreement – Walker Ridge.** In this section, the language of which has been prescribed in the terms of certain PSA Ancillaries, the term "Recordable Agreement" refers to the Walker Ridge Recordable Agreement and the term "Board" shall refer to the Governing Body.

RESOLVED that the Recordable Agreement to be entered into (the "Agreement"), by and between Enbridge Offshore Facilities, LLC ("Enbridge") and this Company, providing for, among other things, the dedication of this Company's interests in certain oil and gas leases described in the Agreement, and the gas production therefrom, for transporting by Enbridge on the Walker Ridge Gathering System that is owned and operated by Enbridge, and for the payment of certain associated fixed and variable fees by this Company to Enbridge, substantially in form provided to the Board, be and the same is hereby authorized and approved; and

RESOLVED that any changes in the terms and conditions of said Agreement, be and the same are hereby left to the discretion and judgment of any officer of this Company, who is hereby authorized to execute the Agreement on behalf of this Company, and the Agreement when so executed shall be conclusively presumed to be the duly authorized act of this Company; and

RESOLVED that any such officer of this Company, be and hereby is authorized and directed, for and on behalf of this Company, to prepare, execute and deliver such documents as (s)he may deem necessary to effect the foregoing transactions on behalf of this Company.

- IV. Approval of Recordable Agreement – Big Foot.** In this section, the language of which has been prescribed in the terms of certain PSA Ancillaries, the term "Recordable Agreement" refers to the Big Foot Recordable Agreement and the term "Board" shall refer to the Governing Body.

RESOLVED that the Recordable Agreement to be entered into (the "Agreement"), by and between Enbridge Offshore Facilities, LLC ("Enbridge") and this Company, providing for, among other things, the dedication of this Company's interests in certain oil and gas leases described in the Agreement, and the crude oil production therefrom, for transporting by Enbridge on the Big Foot Oil Pipeline that is owned and operated by Enbridge, and for the payment of certain associated fixed and variable fees by this Company to Enbridge, substantially in form provided to the Board, be and the same is hereby authorized and approved; and

RESOLVED that any changes in the terms and conditions of said Agreement, be and the same are hereby left to the discretion and judgment of any officer of this Company, who is hereby authorized to execute the Agreement on behalf of this Company, and the Agreement when so executed shall be conclusively presumed to be the duly authorized act of this Company; and

RESOLVED that any such officer of this Company, be and hereby is authorized and directed, for and on behalf of this Company, to prepare, execute and deliver such documents as (s)he may deem necessary to effect the foregoing transactions on behalf of this Company.

V. General Approvals of PSA Ancillaries.

FURTHER RESOLVED, that, notwithstanding any prior resolution of the Company, any single officer of the Company, acting alone, is hereby authorized to execute and deliver, in the name and on behalf of the Company the Recordable Agreements and all other PSA Ancillaries; and

FURTHER RESOLVED, that any such officer of the Company, be and hereby is authorized and directed, for and on behalf of the Company, to prepare, execute and deliver such documents as (s)he may deem necessary to effect the foregoing transactions on behalf of the Company.

VI. Miscellaneous

RESOLVED, that the officers of the Company, be, and hereby are, authorized, directed and empowered, in the name and on behalf of the Company, to carry out and fully perform the terms and provisions of each document delivered pursuant to the foregoing resolutions, with such changes and modifications thereto as such officers may deem necessary or appropriate, and to execute, deliver and, where called for by the particular document, affix the seal of the Company to all such consents, agreements, certificates, notes, instruments and other documents, to make all such payments, and to do and perform all such other acts and things as the officers of the Company may deem necessary, appropriate or convenient, as conclusively evidenced by such action by such person in order to carry into effect the foregoing resolutions and each document as delivered pursuant hereto;

RESOLVED, that all actions previously taken by the Company, its officers, employees and designees and the Governing Body in connection with the matters contemplated by the foregoing resolutions and all transactions related thereto are hereby adopted, ratified, confirmed and approved in all respects; and

RESOLVED, that each officer of the Company is authorized and directed to take such further actions, and to execute and deliver such further documents, as they may deem to be necessary, advisable or appropriate to carry into effect the purposes and intent of the foregoing resolutions.

(Signature Pages follow)

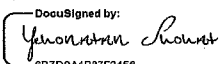
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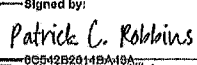
IN WITNESS WHEREOF, the undersigned, constituting the entire Governing Body and all of the Members of the Company, have executed this written consent as of the date first written above.

BOARD OF MANAGERS:

By: 
Name: Tzahi Sultan

By: 
Name: Yehonatan Shohat

By: 
Name: Emanuel Miarov

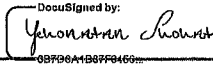
By: 
Name: Patrick C. Robbins

[SIGNATURE PAGE TO ACTION BY WRITTEN CONSENT OF THE BOARD OF MANAGERS
AND THE MEMBERS OF ME BIGFOOT, LLC]

MEMBERS:

MEMBERS:

Modiin Energy International, Inc.,
a California corporation

By:  _____
Name: Yehonatan Shohat
Title: Chief Executive Officer

By:  _____
Name: Emanuel Miarov
Title: Chief Financial Officer

[SIGNATURE PAGE TO ACTION BY WRITTEN CONSENT OF THE BOARD OF MANAGERS
AND THE MEMBERS OF ME BIGFOOT, LLC]

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DocuSign Envelope ID: 1BA203B6-A20B-81DF-804B-DE3E9EF5DAFC

MEMBERS:

Eventide Big Foot Investment, LP,
a Texas limited partnership

By: Eventide Big Foot Sponsor, LLC,
a Texas limited liability company
its General Partner

Signed by:

Patrick C. Robbins

By: _____
30642B2814BA43A
Name: Patrick C. Robbins
Title: President

[SIGNATURE PAGE TO ACTION BY WRITTEN CONSENT OF THE BOARD OF MANAGERS
AND THE MEMBERS OF ME BIGFOOT, LLC]

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DocuSign Envelope ID: 1BA203B6-A20B-81DF-804B-DE3E9EF5DAFC

MEMBERS:

Eventide Big Foot Sponsor, LLC,
a Texas limited liability company

Signed by:
By: Patrick C. Robbins
Name: Patrick C. Robbins
Title: President

[SIGNATURE PAGE TO ACTION BY WRITTEN CONSENT OF THE BOARD OF MANAGERS
AND THE MEMBERS OF ME BIGFOOT, LLC]