

Received

OCT 13 2026

1(713) 860-7341
pattywrench@paulhastings.com

Adjudication Section

VIA FEDEX

October 8, 2026

52972.00006

Bureau of Ocean Energy Management
Regulation and Enforcement
MS 5421
1201 Elmwood Park Blvd.
New Orleans, LA 70123-2394

Re: Arena Energy, LLC – First Amendment to and Ratification of Multiple Indebtedness Mortgages

Dear Sir or Madam:

In connection with the above-referenced matter, enclosed for filing is one (1) First Amendment to and Ratification of Multiple Indebtedness Mortgages, Assignments of As-Extracted Collateral, Security Agreements, Fixture Filings and Financing Statements that were also filed in various Louisiana parishes, and is more particularly described below:

Category:

1 – Mortgages, Deed of Trust, Security Agreement

Name of Document:

First Amendment to and Ratification of Multiple Indebtedness Mortgages, Assignments of As-Extracted Collateral, Security Agreements, Fixture Filings and Financing Statements

Mortgagors:

Arena Energy, LLC, Arena Exploration LLC and Breton Sound Holdings, LLC

Mortgagee:

Texas Capital Bank, as Administrative Agent

Lease Nos.:

See attached chart listing 36 leases.

Please file this document as a Non-Required Category 1 document and return an acknowledgment stamped copy to me in the provided envelope.

Also enclosed is confirmation of the online payments at Pay.gov in the total amount of \$1,368.00. If you have any questions, please do not hesitate to call me at (713) 860-7341.

Sincerely,



Patty Wrench
Paralegal

Enclosures

BOEM LEASES
LOUISIANA MORTGAGE

00461

00463

00464

00981

00982

00983

00989

01241

01260

01572

01899

02111

02115

02118

02318

02613

02625

02914

03197

03331

04452

05040

09637

10638

10741

12088

18292

24910

33607

33608

33636

36118

36119

36207

36208

36209

This Instrument was prepared by,
and when recorded should be returned to:
Paul Hastings LLP
609 Main Street
Suite 2500
Houston, Texas 77002
Attn: Patricia Wrench

Received

OCT 13 2026

Adjudication Section

**FIRST AMENDMENT TO AND RATIFICATION OF MULTIPLE INDEBTEDNESS
MORTGAGES, ASSIGNMENTS OF AS-EXTRACTED COLLATERAL, SECURITY
AGREEMENTS, FIXTURE FILINGS AND FINANCING STATEMENTS**

This First Amendment to and Ratification of Multiple Indebtedness Mortgages, Assignments of As-Extracted Collateral, Security Agreements, Fixture Filings and Financing Statements (this "**Amendment**") is executed to be effective as of September 2, 2026, between TEXAS CAPITAL BANK, acting in its capacity as Administrative Agent and "Mortgagee" under the Existing Mortgages (as hereinafter defined) (in such capacity, "**Mortgagee**"), for itself and for the other Secured Parties, and ARENA ENERGY, LLC, a Delaware limited liability company (the "**Borrower**"), ARENA EXPLORATION LLC, a Delaware limited liability company ("**Arena Exploration**"), and BRETON SOUND HOLDINGS, LLC, a Delaware limited liability company ("**Breton Holdings**"; together with the Borrower and Arena Exploration, the "**Mortgagors**" and each, individually, a "**Mortgagor**"). Unless otherwise specified herein, capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Credit Agreement (as hereinafter defined) or the Existing Mortgages (as amended hereby), as applicable.

RECITALS:

WHEREAS, the Borrower, the Lenders and the Mortgagee, as administrative agent for the Lenders, are parties to that certain Revolving Credit Agreement dated as of July 30, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, as security for the Secured Obligations of the Loan Parties, the Mortgagors, executed and delivered to Mortgagee those certain Multiple Indebtedness Mortgages, Assignments of As-Extracted Collateral, Security Agreements, Fixture Filings and Financing Statements, described on Schedule 1 hereto (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, collectively, the "**Existing Mortgages**");

WHEREAS, as a condition precedent to entering into that certain First Amendment to Revolving Credit Agreement dated as September 2, 2026 (the "**First Amendment**") among Borrower, the Guarantors party thereto, the Lenders party thereto and Administrative Agent, the Lenders have required that the Existing Mortgages be amended in certain respects; and

WHEREAS, in furtherance of the foregoing, the Mortgagors and Mortgagee desire to execute this Amendment to modify the terms of the Existing Mortgages to evidence and reflect the amendment of the Credit Agreement pursuant to the First Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

I.
RENEWAL OF EXISTING MORTGAGES

Each Mortgagor hereby acknowledges and agrees that the Liens, security interests and assignments under the Existing Mortgages securing the payment and performance of the Secured Obligations are not released, but are instead carried forward, renewed and extended to secure the Secured Obligations. It is understood and agreed that this Amendment shall effect a renewal, extension and amendment of the rights, obligations and liabilities of the parties under the Existing Mortgages as provided therein and herein, but shall not constitute a repayment or release, or effect a novation, thereof.

To secure the full and complete payment and performance of the Secured Obligations and to secure the performance of the covenants, obligations, agreements and undertakings of the Mortgagors contained in the Existing Mortgages (as amended hereby), each Mortgagor, by the Existing Mortgages has (a) GRANTED, WARRANTED, MORTGAGED, ASSIGNED, PLEDGED and HYPOTHECATED to the Mortgagee, for its benefit and the benefit of the other Secured Parties, and their respective assigns for the uses, purposes and conditions set forth in the Existing Mortgages all of its right, title and interest, whether now owned or hereafter acquired, in and to the Mortgaged Property, and (b) granted to the Mortgagee a security interest in and to all rights, titles and interests of such Mortgagor in and to the UCC Collateral, in each case, to secure the payment and performance of the Secured Obligations for the benefit of Mortgagee and the benefit of the other Secured Parties.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee and its successors, legal representatives and assigns, forever, to secure in each instance, the payment of the Secured Obligations and to secure the performance of the Secured Obligations of the Borrower, any Mortgagor or any other Guarantor under the Existing Mortgages (as amended hereby) and the other Loan Documents.

Each Existing Mortgage (as amended hereby) is intended to secure the Secured Obligations, whether now existing or arising at any time hereafter. As to all Secured Obligations whether now existing or arising at any time hereafter, each Existing Mortgage (as amended hereby) has effect between the parties from the time such Existing Mortgage (as amended hereby) is established and as to third-parties from the time such Existing Mortgage (as amended hereby) is filed for registry, all as provided by Louisiana Civil Code Article 3298.

II.
AMENDMENTS TO EXISTING MORTGAGES

Section 2.1 Amendments to Section 2.03(a) of the Existing Mortgages.

(a) The reference to “original maximum principal amount of Fifty Million and No/100 Dollars (\$50,000,000)” appearing in Section 2.03(a) of each Existing Mortgage is

hereby replaced with “maximum principal amount of Seventy-Five Million and No/100 Dollars (\$75,000,000.00)”.

(b) The reference to “July 30, 2027” appearing in Section 2.03(a) of each Existing Mortgage is hereby replaced with “September 1, 2027”.

Section 2.2 Amendment to Section 7.02(a) of the Existing Mortgages. The reference to “Fifty Million and No/100 Dollars (\$50,000,000.00)” appearing in Section 7.02(a) of each Existing Mortgage is hereby replaced with “One Hundred Fifty Million and No/100 Dollars (\$150,000,000.00)”.

Section 2.3 Mortgage Reference. Each Reference in the Existing Mortgage to the “Mortgage” shall be deemed to refer to such Existing Mortgage, as amended by this Amendment.

Section 2.4 Limitation of Amendments. Except as expressly set forth in this Article II, the Existing Mortgages shall not be modified or amended in any respect and nothing contained herein shall be deemed to release, modify or impair the liens, security interests, assignments and pledges intended to be created by the Existing Mortgages in any respect, all of which shall secure the Secured Obligations and all of which liens, security interests, assignments and obligations are hereby ratified and confirmed.

III.

REPRESENTATIONS AND WARRANTIES

Section 3.1 Due Authorization; No Conflict. Each Mortgagor hereby represents and warrants to Mortgagee that the execution, delivery and performance by such Mortgagor of this Amendment are within such Mortgagor’s limited liability company powers, have been duly authorized by all necessary limited liability company action, require no action by or in respect of, or filing with, any governmental body, agency or official other than the recording and filing of this Amendment and do not violate or constitute a default under any provision of applicable laws, rules, regulations or orders of any governmental body applicable to such Mortgagor or its property, or material agreement binding upon such Mortgagor or result in the creation or imposition of any Lien upon any of the assets of such Mortgagor other than the Liens securing the Secured Obligations.

Section 3.2 Validity and Enforceability. Each Mortgagor hereby represents and warrants to Mortgagee that this Amendment constitutes the valid and binding obligation of such Mortgagor enforceable in accordance with its terms, except as the enforceability thereof may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally, and (b) equitable principles of general application, regardless of whether considered in a proceeding in equity or at law.

Section 3.3 Reaffirmation of Existing Representations and Warranties. Each Mortgagor hereby represents and warrants to Mortgagee that each representation and warranty of such Mortgagor contained in the Existing Mortgages and the other Loan Documents to which such Mortgagor is a party is true and correct in all material respects on the date hereof, after giving effect to the amendments contained in Article II hereof and after taking into account any partial releases heretofore given by Mortgagee (other than representations and warranties that were made

as of a specific date, in which case such representations and warranties were true and correct in all material respects when made).

IV. MISCELLANEOUS

Section 4.1 Parties in Interest. All of the terms and provisions of this Amendment shall, where applicable, run with the land and shall apply to, bind, and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 4.2 Counterparts. This Amendment may be executed in as many counterparts as may be deemed necessary or convenient, and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

Section 4.3 Headings. The headings, captions and arrangements used in this Amendment are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify or modify the terms of this Amendment, nor affect the meaning thereof.

Section 4.4 Governing Law. Insofar as permitted by otherwise applicable law, this Amendment shall be construed under and governed by the laws of the State of New York; provided, however, that, with respect to any portion of the Mortgaged Property, Fixtures and As-Extracted Collateral located in, or with an offshore area adjacent to the State of Louisiana, the laws of the State of Louisiana (and State law made applicable as a matter of Federal law), shall apply to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of Liens and enforcement of rights and remedies against such Mortgaged Property, Fixtures and As-Extracted Collateral.

Section 4.5 Louisiana Specific Provisions.

(a) **Definitions.** To the extent that the laws of the State of Louisiana govern any provision of this Amendment, the following definitions shall apply unless the context requires otherwise: The terms “real property” and “real estate” shall be deemed to include immovable property; the term “personal property” shall be deemed to include movable property; the term “easements” shall be deemed to include servitudes; the term “buildings” shall be deemed to include other construction; the term “county” shall be deemed to mean parish; and the term “joint and several” shall be deemed to include in solido liability.

(b) **Priority.** The parties hereby acknowledge and agree that each Existing Mortgage (as amended hereby) shall be entitled to the continuing preference and priority provided by Louisiana Civil Code Articles 3298 and 3307, as each may be amended from time to time.

(c) **Execution.** For purposes of Louisiana law, including but not limited to the availability of executory process, each Mortgagor and the Mortgagee have appeared on this date before the undersigned Notaries Public and witnesses in order to execute this Amendment. The Mortgagors attach to counterparts hereof being recorded in Louisiana

certified resolutions of its managing member authorizing the execution and delivery of this Amendment.

(d) No Paraphed Notes. Mortgagor acknowledges that no promissory note or other instrument has been presented to the undersigned notary public(s) to be paraphed for identification herewith. Mortgagor declares that none of the Secured Obligations secured by the Existing Mortgage (as amended and supplemented hereby) has been “paraphed” for identification with this Amendment or the Existing Mortgage.

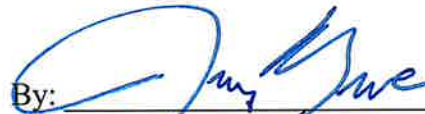
(e) Waivers. The parties hereto expressly waive the production of mortgage certificates and hereby release and hold the Notaries Public whose names are hereunder signed harmless for and by reason of the nonproduction and nonannexation thereof to this instrument.

[Signature Pages to Follow]

Thus Done and Passed in Dallas County, Texas, on this 28th day of August, 2026 to be effective as of the 2nd day of September, 2026, in my presence and in the presence of the undersigned competent witnesses who hereunto sign their names with the Mortgagee, represented by Jeremy Burge, a Managing Director of Texas Capital Bank, and me, Notary, after reading the whole. Such duly authorized signatory has executed this Mortgage on the date set forth above to be effective as the date first mentioned on the cover page.

MORTGAGEE:

TEXAS CAPITAL BANK

By: 
Name: Jeremy Burge
Title: Managing Director

WITNESSES:

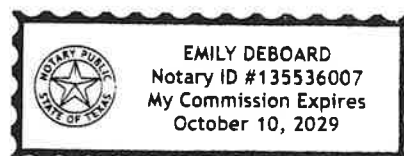
By: 
Name: Marilyn Weigelt

By: 
Name: Sam Morrison


Notary Public

Printed Name: Emily DeBoard
My Commission expires: 10/10/2029
Notarial No. _____ [for Louisiana notaries]

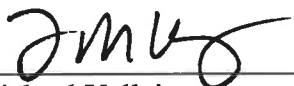
[SEAL:]



Thus Done and Passed in ~~Montgomery~~ County, Texas, on this 1st day of Sept - 2026 to be effective as of the 1st day of Sept - 2026, in my presence and in the presence of the undersigned competent witnesses who hereunto sign their names with the Mortgagors and me, Notary, after reading the whole. The Mortgagors acting by and through their duly authorized signatory, as appears in the certified copy of resolutions of the directors of the board of directors of San Juan Offshore, LLC, a Delaware limited liability company, the sole member of Arena Energy, LLC, a Delaware limited liability company, which is (i) the sole manager of the board of managers of Breton Sound Holdings, LLC, a Delaware limited liability company and (ii) the sole member of Arena Exploration LLC, a Delaware limited liability company, attached hereto as Exhibit A. Such duly authorized signatory has executed this Mortgage on the date set forth above to be effective as the date first mentioned on the cover page.

MORTGAGORS:

ARENA ENERGY, LLC

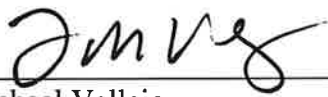
By: 
Name: J. Michael Vallejo
Title: Chief Financial Officer

ARENA EXPLORATION LLC

By: 
Name: Chirstopher A. Capsimalis
Title: Chief Operating Officer

BRETON SOUND HOLDINGS, LLC

By: Arena Energy, LLC,
its sole manager

By: 
Name: J. Michael Vallejo
Title: Chief Financial Officer

WITNESSES:

By: Peter Nguyen
Name: Peter Nguyen

By: Viviana A. Bravo
Name: Viviana A. Bravo

Rachael L. Andersen
Notary Public

Printed Name: Rachael L. Andersen
My Commission expires: 4/8/2030
Notarial No. 132762973 [for Louisiana notaries]

[SEAL:]



SCHEDULE 1

Existing Mortgages

1. Multiple Indebtedness Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement from Arena Energy, LLC, Arena Exploration LLC and Breton Sound Holdings, LLC, as Mortgagors, and Texas Capital Bank, as Administrative Agent and Mortgagee, dated as of July 30, 2024, filed as follows:

Jurisdiction	Recording Date	Date Recorded
Cameron Parish, Louisiana	Document No. 358334	August 26, 2024
Lafourche Parish, Louisiana	Document No. 1395733	October 21, 2025
Plaquemines Parish, Louisiana	Document No. 2024-00003336, Book 856, Page 706	August 1, 2024
St. Mary Parish, Louisiana	Document No. 366017, Book 1716, Page 295	August 1, 2024
Terrebonne Parish, Louisiana	Document No. 1695257 Conveyance Book 2746, Page 7 Mortgage Book 3523, Page 444	August 16, 2024
Vermilion Parish, Louisiana	Document No. MO-2024005187	August 14, 2024
BOEM	N/A	August 5, 2024

EXHIBIT A

Certified Resolutions

See attached.

**WRITTEN CONSENT OF THE SOLE MEMBER
OF
ARENA ENERGY, LLC**

September 2, 2026

The undersigned, being the directors of the Board of Directors (the “**Board**”) of San Juan Offshore, LLC, a Delaware limited liability company (the “**Member**”), the sole member of Arena Energy, LLC, a Delaware limited liability company (“**Arena Energy**,” also referred to herein as the “**Borrower**”), hereby approve, consent to and adopt the following recitals and resolutions, and the actions authorized therein, in accordance with Delaware law, as the act of the Member by written consent.

Relating to the Credit Agreement and Loan Documents

WHEREAS, Arena Energy is the (i) sole manager of the board of managers of Breton Sound Holdings, LLC, a Delaware limited liability company (“**Breton Sound**”) and (ii) sole member of Arena Exploration LLC, a Delaware limited liability company (“**Arena Exploration**”, and together with Arena Energy and Breton Sound, each a “**Company**” and collectively, the “**Companies**”); and

WHEREAS, the following resolutions are being adopted by the Board in the name of and on behalf of the Companies, in accordance with the Member’s and the Companies’ respective organizational documents, acting (a) in its own capacity, and (b) with respect to Arena Energy, (i) in its individual capacity, (ii) in its capacity as the sole manager of Breton Sound and (iii) in its capacity as the sole member of Arena Exploration (such capacities being referred to herein as the “**Applicable Capacities**”); and

WHEREAS, the Borrower, the Administrative Agent and the Lenders are parties to that certain Revolving Credit Agreement dated as of July 30, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, as amended by the First Amendment), pursuant to which the Lenders have made one or more revolving credit loans from time to time to the Borrower or its subsidiaries or affiliates; and

WHEREAS, the Borrower has requested that the Lenders and the Administrative Agent amend the Credit Agreement pursuant to that certain First Amendment to Revolving Credit Agreement dated as of the date hereof (the “**First Amendment**”), to, among other things, (i) evidence the increase in the Commitments from \$25,000,000 to \$75,000,000, (ii) extend the Maturity Date from July 30, 2027 to August 31, 2027 and (iii) amend certain terms of the Credit Agreement; and

WHEREAS, in order to induce the Lenders and the Administrative Agent to enter into the First Amendment, each Company that is a party thereto is required to execute and deliver the First Amendment and the other Loan Documents executed in connection therewith; and

WHEREAS, in connection with the foregoing, each Company, to the extent required under the First Amendment, as applicable, intends to execute and deliver (a) the First Amendment, (b) certain promissory notes (and/or amendments and restatements thereof) dated as of the date hereof (collectively, the “*Note*”), (c) certain amendments to and ratifications of deeds of trusts, mortgages, assignments of as-extracted collateral, security agreements, fixture filings and financing statements dated as of the date hereof (collectively, the “*Mortgage Amendments*”) and (d) certain other amendments, supplements, instruments, certificates or documents contemplated by the Credit Agreement, the First Amendment, or any additional agreements, instruments and documents as the Administrative Agent may reasonably require in connection therewith, including, without limitation, any cash management agreements (including any Secured Cash Management Agreements), Hedge Agreements (including, for the avoidance of doubt and without limitation, Secured Hedge Agreements and any other agreements with any swap providers (including Secured Bank Hedge Providers and Secured Third Party Hedge Providers), including any International Swap Dealers Association, Inc. Master Agreements, International Swaps and Derivatives Association, Inc. Master Agreements and any schedules thereto or confirmation or amendment thereof), and novation agreements (collectively, and together with the First Amendment, Note and Mortgage Amendments, the “*Transaction Documents*”).

NOW, THEREFORE, BE IT RESOLVED, that the Board has reviewed the terms of the Transaction Documents and deems it necessary and advisable and in the best interests of each Company, for itself and in its Applicable Capacities, that each Company execute and deliver, and perform its obligations under, and each Company is hereby authorized by the Board, in its Applicable Capacities, to so execute and deliver, and perform its obligations under, the Transaction Documents to which each Company is a party.

RESOLVED FURTHER, that all of the terms, provisions and conditions included or to be included in the Transaction Documents are hereby ratified and approved in all respects, and the Board deems it necessary and advisable and in the best interests of each Company, for itself and in its Applicable Capacities, in that valuable benefits will be derived by each of the Company’s performance of its obligations under the Transaction Documents, that Arena Energy, as sole manager of Breton Sound and sole member of Arena Exploration, and each Company, for itself, execute and deliver, and perform its obligations under the Transaction Documents to which it is a party, and any director, manager, member or officer of Arena Energy, as sole manager of Breton Sound and sole member of Arena Exploration, and each Company (each an “*Authorized Officer*”) is hereby authorized and directed by the Board, in its Applicable Capacities, to execute and deliver such Transaction Documents and other instruments to Administrative Agent and Lenders, in the name of and on behalf of and as the act of each Company, as applicable, substantially as described above with such changes therein, additions thereto and deletions therefrom as such Authorized Officer executing and delivering the same may in his sole and absolute discretion approve, such approval to be conclusively evidenced by his execution and delivery of any such agreement, instrument or document with such changes therein.

RESOLVED FURTHER, that any Authorized Officer is hereby authorized and directed by the Board, in its Applicable Capacities, to execute and deliver to Administrative Agent and Lenders, in the name of and on behalf of and as the act of each Company, such promissory notes, deeds of trust, mortgages, acts of mortgages, security agreements, fixture filings, financing statements, chattel mortgages, security instruments, notices, certificates, borrowing requests,

deposit account control agreements, stock powers, letters in lieu, powers of attorney and other instruments, documents, agreements and writings of every kind and character, to make such attestations to any signatures of directors or officers acting on behalf of and as the act of each Company, and to do and perform or cause to be done and performed all such other acts as any Authorized Officer shall from time to time deem necessary, advisable or appropriate in order (a) to consummate the transactions described in the Transaction Documents, (b) to give or undertake additional security, assurances or obligations to Administrative Agent and Lenders in connection therewith and (c) to perform and comply with all covenants and agreements and meet and satisfy all conditions and obligations of each Company set forth in the Credit Agreement and the Transaction Documents.

RESOLVED FURTHER, that any Authorized Officer (together with such other officers and employees of each Company acting on behalf of each Company under such Authorized Officer's supervision as any of them shall direct) is hereby authorized by the Board, in its Applicable Capacities, to enter from time to time into restatements, amendments, supplements, modifications, joinders, extensions, additional increases to the Commitments or other changes to the Transaction Documents, in the name of and on behalf of and as the act of each Company, as applicable, as such Authorized Officer executing and delivering the same may in his sole and absolute discretion deem appropriate, and any execution and delivery of such amended or modified Transaction Documents by such Authorized Officer shall be conclusive evidence of approval thereof, and all such modifications or amendments shall be deemed authorized by the Board, in its Applicable Capacities, pursuant to the terms hereof.

RESOLVED FURTHER, that any Authorized Officer is hereby authorized and directed by the Board, in its Applicable Capacities, to do or cause to be done any and all further acts and things which they may from time to time deem necessary, advisable or appropriate to carry out the purpose and intent of the foregoing resolutions or to facilitate each Company's continuing relationship with Administrative Agent and Lenders.

Relating to Ratification and Further Authorization

RESOLVED FURTHER, that the execution by any Authorized Officer, in the name of and on behalf of and as the act of each Company, of any document authorized by the foregoing resolutions or any document executed in the accomplishment of any action or actions so authorized, is (or shall become upon delivery) the enforceable and binding act and obligation of each Company, without the necessity of the signature or attestation of any other officer or director of each Company.

RESOLVED FURTHER, that all acts, transactions, or agreements undertaken prior to the adoption of these resolutions by any Authorized Officer, in the name of and on behalf of and as the act of each Company, for each Company's account with the Administrative Agent and the Lenders, in connection with the foregoing matters are hereby ratified, confirmed and adopted in all respects in the name of and on behalf of each Company.

RESOLVED FURTHER, that any Authorized Officer, in the name of and on behalf of and as the act of each Company, is hereby authorized and directed by the Board, in its Applicable Capacities, to certify these resolutions to the Administrative Agent and the Lenders.

RESOLVED FURTHER, that the Administrative Agent be promptly notified in writing by any Authorized Officer, in the name of and on behalf of and as the act of each Company, of any change in these resolutions, and until they have actually received such notice in writing, Administrative Agent and Lenders are authorized to act in pursuance of these resolutions.

RESOLVED FURTHER, that this Written Consent may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in any number of counterparts with the same effect as if all the members of the Board had signed the same document. Facsimile and other electronic copies of manually signed originals shall have the same effect as manually-signed originals and shall be binding on all the members of the Board. All counterparts must be construed together to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being the directors of the Board, have executed this Written Consent effective as of the date first above written.

DIRECTORS:



J McLane

Jonathan Farber

Dylan Blackford

Michael J. Minarovic

Don A. Metz

Christopher A. Capsimalis

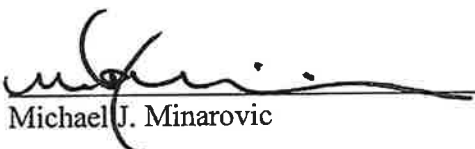
IN WITNESS WHEREOF, the undersigned, being the directors of the Board, have executed this Written Consent effective as of the date first above written.

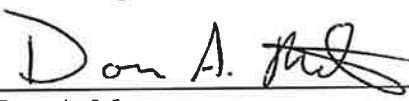
DIRECTORS:

J McLane

Jonathan Farber

Dylan Blackford

_____
Michael J. Minarovic Juv

_____
Don A. Metz

_____
Christopher A. Capsimalis