

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 Deeds of Trust

Dear Sir or Madam:

In connection with the above-referenced matter, enclosed for filing is one (1) First Amendment to and Ratification of Deeds of Trust, Assignments of As-Extracted Collateral, Security Agreements, Fixture Filings and Financing Statements that was also filed in Galveston County, Texas, and is more particularly described below:

Category:

1 – Mortgages, Deed of Trust, Security Agreement

Name of Document:

First Amendment to and Ratification of Deeds of Trust, 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.:

OCS-G02705, OCS-G03229, OCS-G03237, OCS-G06093.

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 \$152.00. If you have any questions, please do not hesitate to call me at (713) 860-7341.

Sincerely,

Patty Wrench
Paralegal

Enclosures

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

Received

OCT 13 2026

Adjudication Section

**FIRST AMENDMENT TO AND RATIFICATION OF DEEDS OF TRUST,
ASSIGNMENTS OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENTS,
FIXTURE FILINGS AND FINANCING STATEMENTS**

This First Amendment to and Ratification of Deeds of Trust, 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 Deeds of Trust (as hereinafter defined) (in such capacity, “**Mortgagee**”), to TIM STORMS, as trustee (the “**Trustee**”), for the benefit of the Mortgagee, as Administrative Agent, 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 Deeds of Trust (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 Deeds of Trust, 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 Deeds of Trust**”);

WHEREAS, as a condition precedent to entering into that certain First Amendment to Revolving Credit Agreement dated as of 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 Deeds of Trust 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 Deeds of Trust 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 DEEDS OF TRUST

Each Mortgagor hereby acknowledges and agrees that the Liens, security interests and assignments under the Existing Deeds of Trust 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 Deeds of Trust 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 Deeds of Trust (as amended hereby), each Mortgagor, by the Existing Deeds of Trust has (a) GRANTED, BARGAINED, SOLD, CONVEYED, MORTGAGED, TRANSFERRED, ASSIGNED and CONVEYED and, to the extent permitted by applicable Law, GRANTED A POWER OF SALE unto Trustee and Trustee's substitutes or successors, and his and their assigns for the uses, purposes and conditions set forth in the Existing Deeds of Trust 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 Trustee and its successors, legal representatives and assigns, forever, IN TRUST 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 Deeds of Trust (as amended hereby) and the other Loan Documents.

II.

AMENDMENTS TO EXISTING DEEDS OF TRUST

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

(a) The reference to "original maximum principal amount of Fifty Million Dollars and No/100 (\$50,000,000)" appearing in Section 2.03(a) of each Existing Deed of Trust is hereby replaced with "maximum principal amount of Seventy-Five Million Dollars and No/100 (\$75,000,000)".

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

Section 2.2 Deed of Trust Reference. Each Reference in the Existing Deeds of Trust to the “Deed of Trust” shall be deemed to refer to such Existing Deed of Trust, as amended by this Amendment.

Section 2.3 Limitation of Amendments. Except as expressly set forth in this Article II, the Existing Deeds of Trust 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 Deeds of Trust 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 Deeds of Trust 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 Texas, the laws of the State of Texas (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.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Mortgagee, acting by and through its duly authorized officer, has executed this Amendment on the date of its acknowledgment, to be effective as of the date first set forth above.

MORTGAGEE:

TEXAS CAPITAL BANK

By: 
Name: Jeremy Burge
Title: Managing Director

STATE OF TEXAS

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COUNTY OF DALLAS

This instrument was acknowledged before me on August 18, 2026, by Jeremy Burge, a Managing Director of Texas Capital Bank, a Texas state bank, on behalf of said state bank.

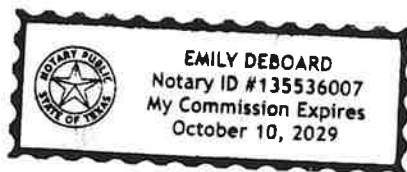

Notary Public, State of Texas

Printed Name: Emily DeBoard

My Commission Number: 135536007

My Commission Expires: 10/10/2029

[NOTARY SEAL]



IN WITNESS WHEREOF, each Mortgagor, acting by and through its duly authorized officer, has executed this Amendment on the date of its acknowledgment, to be effective as of the date first set forth above.

MORTGAGORS:

ARENA ENERGY, LLC

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

ARENA EXPLORATION LLC

By: 
Name: Christopher 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

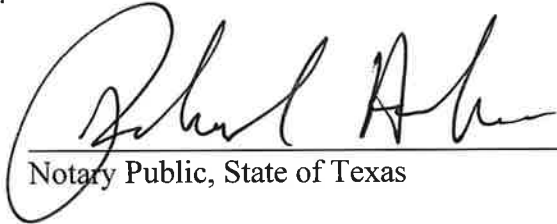
STATE OF TEXAS

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COUNTY OF Montgomery

This instrument was acknowledged before me on September 1, 2026, by J. Michael Vallejo, the Chief Financial Officer of Arena Energy, LLC, a Delaware limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

Printed Name: Rachael L. Andersen

My Commission Number: 132762973

My Commission Expires: 4/8/2030

[NOTARY SEAL]

STATE OF TEXAS

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COUNTY OF Montgomery

This instrument was acknowledged before me on September 1, 2026, by Christopher A. Capsimalis, the Chief Operating Officer of Arena Exploration, LLC, a Delaware limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

Printed Name: Rachael L. Andersen

My Commission Number: 132762973

My Commission Expires: 4/8/2030

[NOTARY SEAL]

STATE OF TEXAS

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COUNTY OF Montgomery

This instrument was acknowledged before me on September 1, 2026, by J. Michael Vallejo, in his capacity as the Chief Financial Officer of Arena Energy, LLC, a Delaware limited liability company, the sole manager of Breton Sound Holdings, LLC, a Delaware limited liability company, on behalf of said limited liability company.





Notary Public, State of Texas

Printed Name: Rachael L. Andersen

My Commission Number: 132762973

My Commission Expires: 4/8/2030

[NOTARY SEAL]

SCHEDULE 1

Existing Deeds of Trust

1. Deed of Trust, 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, Mortgagee, dated as of July 30, 2024, filed as follows:

Jurisdiction	Recording Date	Date Recorded
Galveston County, Texas	Document No. 2024034560	August 1, 2024
BOEM	N/A	August 5, 2024