

LATHAM & WATKINS LLP

VIA FEDEX

February 6, 2025

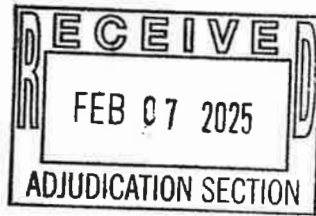
BOEM

Attn: Adjudication

Gulf of Mexico OCS Region

1201 Elmwood Park Boulevard

New Orleans, LA 70123-2394



811 Main Street, Suite 3700
Houston, TX 77002
Tel: +1.713.546.5400 Fax: +1.713.546.5401
www.lw.com

FIRM / AFFILIATE OFFICES

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Beijing	Munich
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Brussels	Orange County
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Hong Kong	Singapore
Houston	Tel Aviv
London	Tokyo
Los Angeles	Washington, D.C.
Madrid	

File No. 076933-0005

Re: Required Filing – Mortgage

Leases: OCS: 00343, 00345, 00346, 00347, 00386, 00828, 00830, 00831, 00832

Leases: OCS-G: 00989, 01022, 01083, 01084, 01090, 01091, 01092, 01134, 01187, 01189, 01192, 01194, 01201, 01204, 01205, 01358, 01359, 01865, 02061, 02063, 02176, 02177, 02274, 02278, 02592, 02642, 02665, 02939, 03169, 03316, 04421, 04832, 04940, 05006, 05056, 05057, 05060, 05067, 05252, 05749, 05753, 05754, 05761, 05809, 06843, 06848, 06850, 06886, 07760, 08035, 08036, 08038, 08469, 08876, 10311, 10794, 10942, 11043, 11573, 11574, 12008, 12010, 12114, 13079, 13081, 13662, 13672, 13807, 13808, 13809, 13938, 14385, 15212, 15277, 16493, 16549, 16614, 16623, 16647, 17935, 18088, 18292, 19931, 21642, 21702, 22762, 23946, 24134, 26168, 24194, 24197, 24990, 25017, 26176, 27070, 27169, 27632, 27965, 27966, 28021, 28022, 31418, 31442, 32231, 32343, 32744, 33161, 33757, 36893, 36941, 36952, 37177, 37443, 37444

Dear Sir or Madam:

Enclosed please find two copies of a Deed of Trust, Mortgage, Pledge and Security Agreement, dated January 28, 2025 by and between W&T Offshore, Inc., as Mortgagor, and Texas Capital Bank, as Administrative Agent, as Mortgagee (the “Mortgage”).

Please file the Mortgage as a **required Category 1** document in the Federal Lease Records. Once it has been filed, please return the duplicate filed stamped Mortgage and this receipt letter to my attention in the enclosed self-addressed Federal Express return envelope.

Also enclosed are three receipts evidencing payment of the required online filing fees via Pay.Gov.

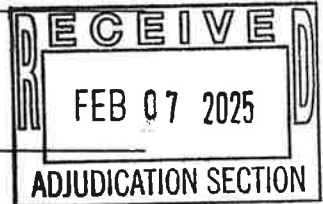
Regards,

Bradley Parkman
LATHAM & WATKINS LLP

Enclosures

Plaquemines Parish Recording Page

Kim Turlich-Vaughan
Clerk of Court
PO Box 40
Belle Chasse, LA 70037
(504) 934-6610



Received From :
CAPITOL SERVICES, INC. (AUSTIN)
PO BOX 1831
AUSTIN, TX 78767

First MORTGAGOR

W&T OFFSHORE INC

First MORTGAGEE

TEXAS CAPITAL BANK

Index Type : MORTGAGE
Type of Document : MORTGAGE
Recording Pages : 87

File # : 2025-00000289
Book : 862 **Page :** 1012

Recorded Information

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

This instrument was eRecorded.
On (Recorded Date) : 01/31/2025
At (Recorded Time) : 1:12:35PM



Kim Turlich-Vaughan

Clerk of Court



Doc ID - 006078430087

Return To : CAPITOL SERVICES, INC. (AUSTIN)
PO BOX 1831
AUSTIN, TX 78767

Do not Detach this Recording Page from Original Document

MULTIPLE INDEBTEDNESS MORTGAGE

DEED OF TRUST, MORTGAGE,
PLEDGE AND SECURITY AGREEMENT

FROM

W&T OFFSHORE, INC.
State of Formation: Texas
Type of Entity: Corporation
(Last Four Digits of Taxpayer I.D. No. 1985)

TO

DAVID OMAN, TRUSTEE

AND

TEXAS CAPITAL BANK, AS ADMINISTRATIVE AGENT, AS MORTGAGEE
(Last Four Digits of Taxpayer I.D. No. 5994)

Dated January 28, 2025 (the "Effective Date")

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS, SECURES PAYMENT OF FUTURE ADVANCES, AND COVERS PROCEEDS OF COLLATERAL.

THIS INSTRUMENT COVERS AS-EXTRACTED COLLATERAL FROM THE PROPERTIES DESCRIBED IN SECTION 1.01 OF THIS INSTRUMENT. THIS INSTRUMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE OR COMPARABLE RECORDS OF THE COUNTIES AND/OR PARISHES REFERENCED IN EXHIBIT A.

THE MORTGAGOR (AS HEREINAFTER DEFINED) HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN SECTION 1.01 OF THIS INSTRUMENT.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW MORTGAGEE (AS HEREINAFTER DEFINED) OR THE TRUSTEE (AS HEREINAFTER DEFINED) TO TAKE THE MORTGAGED PROPERTIES (AS HEREINAFTER DEFINED) AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.

The Mortgaged Properties and Collateral described herein are located on the outer continental shelf and not on a part of any land lying north of the mean high water of the Gulf of Mexico.

THIS DOCUMENT PREPARED BY,
AND WHEN RECORDED OR FILED RETURN TO:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, TX 77002
Attention: Bradley Parkman

Reference is made to (i) the Intercreditor Agreement, dated as of January 28, 2025 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among the Mortgagor, Texas Capital Bank, a Texas state bank, as Original Priority Lien Agent (as defined therein), and Wilmington Trust, National Association, as Second Lien Collateral Trustee (as defined therein), and the other parties thereto and (ii) the Credit Agreement dated as of January 28, 2025 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Mortgagor, as Borrower, the Lenders from time to time party thereto and Texas Capital Bank, as Administrative Agent, Lender and L/C Issuer. Unless otherwise defined herein, each term defined in the Intercreditor Agreement or the Credit Agreement, as applicable, and used herein has the meaning given to it in the Intercreditor Agreement or the Credit Agreement, as applicable. Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement or the Credit Agreement, (ii) authorizes (or is deemed to authorize) the Original Priority Lien Agent on behalf of each such Person to enter into, and perform under, the Intercreditor Agreement and (iii) acknowledges (or is deemed to acknowledge) that copies of the Intercreditor Agreement and the Credit Agreement were delivered, or made available, to such Person.

In the event of any conflict or inconsistency between the provisions of this Mortgage and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

DEED OF TRUST, MORTGAGE,
PLEDGE AND SECURITY AGREEMENT

BE IT KNOWN that, on this 27th day of January, 2025, before us, the undersigned Notary Public duly commissioned and qualified in and for the State and County as indicated on the respective signature page below, and in the presence of the undersigned competent witnesses, personally came and appeared:

W&T OFFSHORE, INC., a Texas corporation (herein called the "Mortgagor"), having its principal office and mailing address at 5718 Westheimer Road, Suite 700, Houston, TX 77057, and a federal tax identification number whose last four digits are 1985, appearing herein through Sameer Parasnis, its Executive Vice President and Chief Financial Officer, duly authorized by resolutions of the governing body of the Mortgagor, a certified copy of which is attached hereto as Annex I;

who, upon being duly sworn by me, did make this **DEED OF TRUST, MORTGAGE, PLEDGE AND SECURITY AGREEMENT** (this "Mortgage"), as follows:

ARTICLE I

GRANTING CLAUSES; SECURED INDEBTEDNESS

Section 1.01 Grant and Mortgage. Mortgagor, for and in consideration of the sum of Ten Dollars (\$10.00) to Mortgagor in hand paid, and in order to secure the payment and performance of the secured indebtedness hereinafter referred to, does hereby (a) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to DAVID OMAN, TRUSTEE (together with any successor(s) thereto in such capacity, the "Trustee"), whose address is 2000 McKinney Avenue, Suite 700, Dallas, TX 75201, and grant to Trustee a POWER OF SALE (pursuant to this Mortgage and applicable law) with respect to, those of the following described properties, rights and interests that are located in (or cover properties located in) the states of Texas or Mississippi or that are located within (or cover properties located within) the offshore area over which the United States of America asserts jurisdiction and to which the laws of either of such states are applicable with respect to this Mortgage and/or the liens or security interests created hereby (the "Deed of Trust Mortgaged Properties"), and (b) GRANT, MORTGAGE, ASSIGN, BARGAIN, CONVEY, WARRANT, PLEDGE AND HYPOTHECATE to TEXAS CAPITAL BANK, having an office and mailing address at 2000 McKinney Avenue, Suite 700, Dallas, TX 75201, as Administrative Agent for the benefit of the Secured Parties (herein, in such capacity, together with any successor(s) thereto in such capacity, the "Mortgagee"), and grant to Mortgagee a POWER OF SALE (pursuant to this Mortgage and applicable law) with respect to, those of the following described properties, rights and interests that are located in (or cover properties located in) the states of Alabama or Louisiana or that are located within (or cover properties located within) the offshore area over which the United States of America asserts jurisdiction and to which the laws of either of such states are applicable with respect to this Mortgage and/or the liens or security interests created hereby (the "Other Mortgaged Properties");

(a) All right, title, interest and estate of Mortgagor of whatever kind or character (whether now owned or hereafter acquired by operation of law or otherwise) in

and to the oil, gas and/or other mineral properties, mineral servitudes, and/or mineral rights, and the Oil and Gas Properties, including those that are described in Exhibit A attached hereto and made a part hereof;

(b) Without limitation of the foregoing, all other right, title, interest and estate of Mortgagor of whatever kind or character (whether now owned or hereafter acquired by operation of law or otherwise) in and to (i) the oil, gas and/or mineral leases or other agreements described in Exhibit A hereto, or (ii) the lands described or referred to in Exhibit A (or described in any of the instruments described or referred to in Exhibit A), in each case without giving any effect or limitation whatsoever to the recited undivided percentage interest (whether operating rights, record title, working interest, net revenue interest or otherwise) that may be set forth in Exhibit A hereto with respect to any of the leases or other agreements described in Exhibit A and without regard to any limitations as to specific lands or depths that may be set forth in Exhibit A hereto or in any of the leases or other agreements described in Exhibit A hereto;

(c) All of Mortgagor's rights, titles and interests (whether now owned or hereafter acquired by operation of law or otherwise) in and to all presently existing and hereafter created oil, gas and/or mineral unitization, pooling and/or communitization agreements, declarations and/or orders, and in and to the properties, rights and interests covered and the units created thereby (including, without limitation, units formed under orders, rules, regulations or other official acts of any federal, state or other authority having jurisdiction), that cover, affect or otherwise relate to the properties, rights and interests described in Clause (a) or (b) above;

(d) All of Mortgagor's interest in and rights under (whether now owned or hereafter acquired by operation of law or otherwise) all presently existing and hereafter created operating agreements, equipment leases, production sales contracts, processing agreements, transportation agreements, gas balancing agreements, farm-out and/or farm-in agreements, salt water disposal agreements, area of mutual interest agreements, and other contracts and/or agreements that cover, affect, or otherwise relate to the properties, rights and interests described in Clause (a), (b) or (c) above or to the operation of such properties, rights and interests or to the treating, handling, storing, processing, transporting or marketing of oil, gas, other hydrocarbons, (including any Hydrocarbons), or other minerals produced from (or allocated to) such properties, rights and interests (including, but not limited to, those contracts listed in Exhibit A hereto), as same may be amended or supplemented from time to time;

(e) All of Mortgagor's interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to all improvements, movable or immovable property and other real and/or personal property (including, without limitation, all wells, pumping units, wellhead equipment, tanks, pipelines, flow lines, gathering lines, compressors, dehydration units, separators, meters, buildings, injection facilities, salt water disposal facilities, and power, telephone and telegraph lines), and all easements, servitudes, rights-of-way, surface leases, licenses, permits and other surface rights, that are now or hereafter used, or held for use, in connection with the properties, rights, titles, interests and estates described in Clause (a), (b) or (c) above, or in connection with the operation of such

properties, rights and interests, or in connection with the treating, handling, storing, processing, transporting or marketing of oil, gas, other hydrocarbons (including the Hydrocarbons), or other minerals produced from (or allocated to) such properties, rights and interests; and

(f) All rights, estates, powers and privileges appurtenant to the foregoing rights, interests and properties.

TO HAVE AND TO HOLD (a) the Deed of Trust Mortgaged Properties unto the Trustee, and its successors or substitutes in this trust, and to its or their successors and assigns, in trust, however, upon the terms, provisions and conditions herein set forth, and (b) the Other Mortgaged Properties unto Mortgagee, and Mortgagee's successors and assigns, upon the terms, provisions and conditions herein set forth (the Deed of Trust Mortgaged Properties and the Other Mortgaged Properties are herein sometimes collectively called the "Mortgaged Properties").

"Farmout" means an arrangement pursuant to any agreement whereby the owner(s) of one or more oil, gas and/or mineral leases or other oil and natural gas working interests with respect to any Property from which production of Hydrocarbons is sought agrees to transfer or assign an interest in such Property to one or more Persons in exchange for (a) drilling, or participating in, the cost of the drilling of (or agreeing to do so) one or more wells, or undertaking other exploration or development activities or participating in the cost of such activities, in an attempt to obtain production of Hydrocarbons from such Property, or (b) obtaining production of Hydrocarbons from such Property or participating in the costs of obtaining such production.

"Hydrocarbon Interests" means all rights, titles, interests and estates now or hereafter acquired in and to oil and gas leases, oil, gas and mineral leases, or other liquid or gaseous hydrocarbon leases, mineral fee interests, overriding royalty and royalty interests, net profit interests and production payment interests, including any reserved or residual interests of whatever nature.

"Hydrocarbons" means oil, gas, coal seam gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate and all other liquid or gaseous hydrocarbons produced or to be produced in conjunction therewith from a well bore and all products, by-products and other substances derived therefrom or the processing thereof, including natural gas liquids, and all other minerals and substances produced in conjunction with such substances, including, sulfur, geothermal steam, water, carbon dioxide, helium and any and all minerals, ores or substances of value and the products and proceeds therefrom.

"Oil and Gas Properties" means (a) all Hydrocarbon Interests, (b) all rights, titles and interests created by or arising under the terms of all present and future unitization, communitization or pooling arrangements (and all Properties covered and units created thereby) whether arising by contract or operation of law which now or hereafter include all or any part of the Hydrocarbon Interests, (c) all rights, titles and interest created by or arising under the terms of all present and future Farmouts including, without limitation, any back-in interests related thereto, (d) all unsevered and unextracted Hydrocarbons in, under or attributable with respect to the Hydrocarbon Interests, (e) all tenements, hereditaments, appurtenances and Properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests, (f) all Properties, rights, titles, interests and estates described or referred to above, including any and all Property,

real or personal, now owned or hereinafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or Property (excluding drilling rigs, automotive equipment, rental equipment or other personal Property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including, any and all oil wells, gas wells, injection wells or other wells, buildings, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing, (g) all present and future interests in saltwater disposal wells and all surface leases and fee interests related thereto, (h) all rights, titles and interests in administrative overhead reimbursements payable by non-operators under joint operating agreements and (i) all rights, remedies, powers and privileges with respect to any of the foregoing, in each case, including, without limitation, all of the foregoing which are classified as proved developed producing, proved developed non-producing, proved developed behind pipe, proved developed shut-in, proved undeveloped, probable and possible reserves and any other reserve category recognized by the SPE or any successor thereto.

“Property” of a Person means any and all property, whether real, personal, tangible, intangible or mixed, of such Person, or any other assets owned, operated or leased by such Person, including Equity Interests and contract rights.

Section 1.02 Grant of Security Interest. In order to further secure the payment and performance of the secured indebtedness hereinafter referred to Mortgagor hereby grants to Mortgagee a security interest in the entire interest of Mortgagor (whether now owned or hereafter acquired by operation of law or otherwise) in and to:

(a) all oil, gas, coal seam gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, all other liquid or gaseous hydrocarbons (including any Hydrocarbons), and other minerals produced from or allocated to the Mortgaged Properties, and all products, by-products and other substances derived therefrom or the processing thereof, including natural gas liquids, and all other minerals and substances produced in conjunction with such substances, including, sulfur, geothermal steam, water, carbon dioxide, helium and any and all minerals, ores or substances of value and the products and proceeds therefrom (herein collectively called the “Production”), together with all proceeds of Production (regardless of whether Production to which such proceeds relate occurred on or before or after the date hereof), and together with all liens and security interests securing payment of the proceeds of the Production, including, but not limited to, those liens and security interests provided for under (i) statutes enacted in the jurisdictions in which the Mortgaged Properties are located, or (ii) statutes made applicable to the Mortgaged Properties under federal law (or some combination of federal and state law);

(b) without limitation of any other provisions of this Section 1.02, all payments received in lieu of production from the Mortgaged Properties (regardless of whether such payments accrued, and/or the events that gave rise to such payments occurred, on or before or after the date hereof), including, without limitation, “take or pay” payments and similar

payments, payments received in settlement of or pursuant to a judgment rendered with respect to take or pay or similar obligations or other obligations under a production sales contract, payments received in buyout or buydown or other settlement of a production sales contract, and payments received under a gas balancing or similar agreement as a result of (or received otherwise in settlement of or pursuant to judgment rendered with respect to) rights held by Mortgagor as a result of Mortgagor (and/or its predecessors in title) taking or having taken less gas from lands covered by a Mortgaged Property (or lands pooled or unitized therewith) than their ownership of such Mortgaged Property would entitle them to receive (the payments described in this subsection (b) being herein called "Payments in Lieu of Production");

(c) all equipment, inventory, improvements, accessions, goods and other personal property or movable property of whatever nature (including without limitation all "Equipment," "Goods" and "Inventory" as such terms are defined in the applicable Uniform Commercial Code) now or hereafter located on or used or held for use in connection with the Mortgaged Properties (or in connection with the operation thereof or the treating, handling, storing, processing, transporting or marketing of Production), and all licenses and permits of whatever nature now or hereafter used or held for use in connection with the Mortgaged Properties (or in connection with the operation thereof or the treating, handling, storing, processing, transporting or marketing of Production), and all renewals or replacements of the foregoing or substitutions for the foregoing;

(d) all contract rights, choses in action (i.e., rights to enforce contracts or to bring claims thereunder) and other general intangibles (regardless of whether the same arose, and/or the events that gave rise to the same occurred, on or before or after the date hereof) related to the Mortgaged Properties, the operation thereof (whether Mortgagor is operator or non-operator), or the treating, handling, storing, processing, transporting, or marketing of Production (including, without limitation, any of the same relating to payment of proceeds of Production or to payment of amounts that could constitute Payments in Lieu of Production);

(e) without limitation of the generality of the foregoing, any rights and interests of Mortgagor under any present or future hedge or swap agreements (including any Secured Hedge Agreements), cap, floor, collar, exchange, forward or other hedge or protection agreements or transactions relating to crude oil, natural gas or other hydrocarbons (including any Hydrocarbons), or any option with respect to any such agreement or transaction now existing or hereafter entered into by or on behalf of Mortgagor, to the extent the same are entered into with respect to or affecting, or with the intent of relating to or affecting, production from the Mortgaged Properties;

(f) all geological, geophysical, engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Properties, the Production or any other item of Property (as hereinafter defined) that are now or hereafter in the possession of Mortgagor or in which Mortgagor can otherwise grant a security interest, and all books, files, records, magnetic media, and other forms of recording or obtaining access to such data;

(g) all money, documents, instruments, chattel paper, securities, accounts or general intangibles, together with all of the Mortgagor's other property and rights of every kind and description and interests therein, including all other "As-Extracted Collateral," "Accounts," "Certificated Securities," "Chattel Paper," "Commercial Tort Claims," "Commodity Accounts," "Commodity Contracts," "Deposit Accounts," "Documents," "General Intangibles," "Instruments," "Investment Property," "Letters of Credit," "Letter-of-Credit Rights," "Securities," "Securities Account," "Security Entitlements", "Supporting Obligations" and "Uncertificated Securities" as such terms are defined in the applicable Uniform Commercial Code, arising from or by virtue of any transaction (regardless of whether such transaction occurred on or before or after the date hereof) are related to, the Mortgaged Properties, the Production or any other item of Property (all of the properties, rights and interests described in subsections (a), (b), (c), (d), (e) and (f) above and this subsection (g) being herein sometimes collectively called the "Collateral"); and

(h) all proceeds (inclusive of all "Proceeds" as defined in the applicable Uniform Commercial Code) of the Collateral, whether such proceeds or payments are goods, money, documents, instruments, chattel paper, securities accounts, general intangibles, real/immovable property, personal/movable property or other assets (the Mortgaged Properties, the Collateral and the proceeds of the Collateral being herein sometimes collectively called the "Property");

provided that the term "Collateral" and the proceeds of "Collateral" shall not include any Excluded Assets; provided further that if and when any such item, category or type of property shall cease to be an Excluded Asset, such property shall be deemed at all times from and after such date to constitute Collateral.

As additional security for the Obligations, Mortgagor hereby pledges to Mortgagee, Mortgagor's right, title and interest in and to all the security deposits, rents, issues, profits and revenues of the Property from time to time accruing (the "Rents and Profits") which assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Notwithstanding the foregoing, so long as no default shall exist and be continuing, Mortgagor shall have the right to collect, but not more than one month prior to accrual, all Rents and Profits. The pledge granted by this paragraph shall constitute a pledge of leases and rents under Louisiana Civil Code Article 3168, et. seq. Upon the occurrence and during the continuance of a default, Mortgagee shall, at its option, without waiving such default and without regard to the adequacy of the security for the secured Obligations, either in person or by agent, without bringing any action or proceeding, or by a receiver/keeper appointed by a court, without taking possession of the Property in its own name, have the right to collect and receive Rents and Profits in accordance with Title XX-A "Pledge," of Book III of the Louisiana Civil Code of 1870 containing Articles 3141 through 3175.

As additional collateral and further security for the Obligations, Mortgagor does hereby assign to Mortgagee and grants to Mortgagee a security interest in all of the right, title and the interest of Mortgagor in and to any and all insurance policies and proceeds thereof and any and all leases (including equipment leases), rental agreements, management contracts, construction contracts, architects' contracts, technical services agreements, or other contracts, licenses and

permits to the extent now or hereafter relating solely to the Property or any part thereof, and Mortgagor agrees to execute and deliver to Mortgagee such additional customary instruments, in form and substance reasonably satisfactory to Mortgagee, as may hereafter be reasonably requested by Mortgagee to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by Mortgagee to any lease, rental agreement, management contract, construction contract, technical services agreement or other contract, license or permit, or to impose upon Mortgagee any obligation with respect thereto.

All the above which comprises a part of the Property shall, as far as permitted by applicable provisions of the Uniform Commercial Code related to fixtures, be deemed to be affixed to the aforesaid Property and conveyed therewith. Mortgagor hereby grants a security interest as to the balance of the additional collateral described above, and this Mortgage shall be considered to be a security agreement which creates a security interest in such items for the benefit of Mortgagee. In that regard, Mortgagor grants to Mortgagee all of the rights and remedies of a secured party under the laws of the state in which the Property are located.

Section 1.03 Loan Documents and Other Obligations. This Mortgage is made to secure and enforce the payment and performance of the following obligations, indebtedness and liabilities:

- (a) All "Obligations" as defined in the Credit Agreement;
- (b) All indebtedness, liabilities and other obligations (including without limitation the performance of all covenants, agreements warranties and undertakings related thereto) of the Mortgagor or any Restricted Subsidiary, now or hereafter incurred or arising pursuant to or permitted by the provisions of the Credit Agreement, the Security Agreement, any Secured Hedge Agreements, any Secured Cash Management Agreements, or any other Obligations; and
- (c) Without limiting the generality of the foregoing, all post-petition interest, expenses, and other duties and liabilities with respect to indebtedness or other obligations described above in this Section 1.03, that would be owed but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization, or similar proceeding.

Section 1.04 Secured Indebtedness. The indebtedness referred to in Section 1.03, and all renewals, extensions and modifications thereof, and all substitutions therefor, in whole or in part, are herein sometimes referred to as the "secured indebtedness" or the "indebtedness secured hereby". It is contemplated and acknowledged that the secured indebtedness may include revolving credit loans and advances from time to time, and that this Mortgage shall have effect, as of the date hereof, to secure all secured indebtedness, regardless of whether any amounts are advanced on the date hereof or on a later date or, whether having been advanced, are later repaid in part or in whole and further advances made at a later date. Additionally, the secured indebtedness shall include future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

Section 1.05 Maximum Secured Amount. Notwithstanding any provision hereof to the contrary, (a) the maximum principal amount of the secured indebtedness that may be outstanding at any time and from time to time that this Mortgage secures, including without limitation as a mortgage and as a collateral assignment, is fixed at \$100,000,000.00 and (b) with respect to this Mortgage the maximum principal amount that Mortgagee and the Secured Parties may suffer from a breach of any obligation, covenant, agreement, term or condition secured by this Mortgage (other than for the payment of money) is fixed at \$100,000,000.00. This Mortgage has been executed by Mortgagor pursuant to Article 3298 of the Louisiana Civil Code and other applicable law for the purpose of securing the Obligations that may now be existing and/or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law. However, nothing under this Mortgage shall be construed as limiting the duration of this Mortgage or the purpose or purposes for which the Obligations may be requested or extended.

Section 1.06 Maturity of Indebtedness. The maturity of the indebtedness secured hereby, subject to rights of acceleration, is July 28, 2028 or such later maturity date as provided for in the Loan Documents.

Section 1.07 No Building or Mobile Home Encumbered. Notwithstanding any provision in this Mortgage or any other Loan Document to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Deed of Trust Mortgaged Properties", "Other Mortgaged Properties" or "Mortgaged Properties" or in the definition of "Collateral" and no Building or Manufactured (Mobile) Home is hereby encumbered by this Agreement or any other Loan Document.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.01 Mortgagor represents and warrants to the Mortgagee and the other Secured Parties, and covenants as follows:

(a) Title and Permitted Encumbrances. Mortgagor has, and Mortgagor covenants to maintain, good and defensible title to the Property, free and clear of all liens, security interests, and encumbrances except for (i) the contracts, agreements, burdens, encumbrances and other matters set forth in the descriptions of certain of the Mortgaged Properties on Exhibit A hereto, (ii) the liens and security interests evidenced by this Mortgage, and (iii) Permitted Liens (the matters described in the foregoing clauses (i), (ii) and (iii) being herein called the "Permitted Encumbrances") and has a good and legal right to grant and convey the same to the Mortgagee (subject to Permitted Encumbrances); Mortgagor will warrant and defend title to the Property, subject as aforesaid, against the claims and demands of all persons claiming or to claim the same or any part thereof. Except for financing statements which have been filed to perfect or protect any Permitted Encumbrance, there is not and will not be any unexpired financing statement covering any part of the Property on file in any public office naming any party other than Mortgagee as secured party.

(b) Defense of Mortgage. If the validity or priority of this Mortgage or of any rights, titles, liens or security interests created or evidenced hereby with respect to the Property or any part thereof or the title of Mortgagor to the Property shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Mortgagor with respect thereto, Mortgagor will give prompt written notice thereof to Mortgagee and at Mortgagor's own cost and expense will use commercially reasonable efforts to cure any defect that may be developed or claimed, and will use commercially reasonable efforts to defend against such legal proceedings, including, but not limited to, the employment of counsel, the prosecution or defense of litigation and the release or discharge of all adverse claims. Upon the occurrence and continuance of an Event of Default, Trustee and Mortgagee, or either of them (whether or not named as parties to legal proceedings with respect thereto), are hereby authorized and empowered to take such additional steps as in their judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Mortgage and the rights, titles, liens and security interests created or evidenced hereby, including but not limited to the employment of independent counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Property, the purchase of any tax title and the removal of prior liens or security interests, and all expenditures so made of every kind and character shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee or Trustee (as the case may be) and shall bear interest from the date expended until paid at the Default Interest Rate, and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment.

(c) Fees and Expenses; Indemnity. Without duplication of any amounts payable under any Loan Document (and subject to the limitations set forth therein, including any caps), Mortgagor will promptly (but in any event within three Business Days) after receipt of written demand reimburse Trustee and Mortgagee (for purposes of this paragraph, the terms "Trustee" and "Mortgagee" shall include the partners, directors, officers, employees, agents, sub-agents, trustees, administrators, managers, advisors and representatives of Trustee or Mortgagee, respectively, and any persons or entities owned or controlled by or affiliated with Trustee or Mortgagee, respectively) for all expenditures, including reasonable attorneys' fees and expenses, incurred or expended in connection with (i) the breach by Mortgagor of any covenant, agreement or condition contained herein, (ii) the exercise of any rights and remedies hereunder, and (iii) the protection of the Property and/or liens and security interests therein. Without duplication of any amounts payable under any Loan Document, Mortgagor will indemnify and hold harmless Trustee and Mortgagee from and against (and will reimburse Trustee and Mortgagee for) all losses, liabilities, claims, damages, penalties, judgments, disbursements, reasonable and documented out-of-pocket costs and expenses (including without limitation reasonable attorneys' fees and expenses) that may be imposed upon, asserted against or incurred or paid by either of them on account of, in connection with, or arising out this Mortgage. Mortgagee shall have the right to compromise and adjust any such claims, actions and judgments, and in addition to the rights to be indemnified as herein provided, all reasonable amounts paid in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character expended by Mortgagee pursuant to the provisions of this section shall be a demand

obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee. The "Release Date" as used herein shall mean the date on which Payment in Full occurs. **WITHOUT LIMITATION, IT IS THE INTENTION OF MORTGAGOR AND MORTGAGOR AGREES THAT THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PARTY WITH RESPECT TO ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, PENALTIES, JUDGMENTS, DISBURSEMENTS, REASONABLE AND DOCUMENTED OUT-OF-POCKET COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNIFIED PARTY. HOWEVER, SUCH INDEMNITIES SHALL NOT APPLY TO ANY PARTICULAR INDEMNIFIED PARTY (BUT SHALL APPLY TO THE OTHER INDEMNIFIED PARTIES) TO THE EXTENT THE SUBJECT OF THE INDEMNIFICATION IS CAUSED BY OR ARISES OUT OF THE BAD FAITH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PARTICULAR INDEMNIFIED PARTY.** The foregoing indemnities shall not terminate upon the Release Date or upon the release, foreclosure or other termination of this Mortgage but will survive the Release Date, foreclosure of this Mortgage or conveyance in lieu of foreclosure, and the repayment of the secured indebtedness and the discharge and release of this Mortgage and the other documents evidencing and/or securing the secured indebtedness. Any amount to be paid hereunder by Mortgagor to Mortgagee and/or Trustee shall be a demand obligation owing by Mortgagor to Mortgagee and/or Trustee and shall be subject to and covered by the provisions of Section 2.03 hereof.

(d) Insurance. Mortgagor will carry insurance as provided in Section 7.5 of the Credit Agreement. In the event of any loss under any insurance policies so carried by Mortgagor, upon the occurrence and during the continuance of an Event of Default, Mortgagee shall have the right (but not the obligation) to make proof of loss and collect the same, and all amounts so received shall be applied toward costs, charges and expenses (including reasonable and documented attorneys' fees), if any, incurred in the collection thereof, then to the payment, in the order determined by Mortgagee in its own discretion, of the secured indebtedness, and any balance remaining shall be subject to the order of Mortgagor. In such event, Mortgagee is hereby authorized but not obligated to enforce in its name or in the name of Mortgagor payment of any or all of said policies or settle or compromise any claim in respect thereof, and to collect and make receipts for the proceeds thereof and Mortgagee is hereby appointed Mortgagor's agent and attorney-in-fact to endorse any check or draft payable to Mortgagor in order to collect the proceeds of insurance. In the event of foreclosure of this Mortgage, or other transfer of title to the Property in extinguishment in whole or in part of the Obligations, to the extent allowed under applicable law, all right, title and interest of Mortgagor in and to such policies then in force concerning the Property and all proceeds payable thereunder shall thereupon vest in the purchaser at such foreclosure or other transferee in the event of such other transfer of title.

(e) Further Assurances. The Mortgagor shall execute and deliver such further agreements and instruments and take such further action as may be reasonably requested

by Mortgagee or Trustee to carry out the provisions and purposes of this Mortgage and to create, preserve, and perfect the Lines of Mortgage on the Property. The Mortgagor will permit the Mortgagee or any Lender, or the agents or representatives of any of them, at the cost and expense of the Mortgagor, to enter upon the Mortgaged Property, and all parts thereof, in accordance with Section 7.6 of the Credit Agreement.

(f) Name and Place of Business. The cover page of this Mortgage sets forth (i) the true legal name of the Mortgagor as registered in the jurisdiction in which the Mortgagor is organized, and (ii) the Mortgagor's state of organization. Mortgagor shall not change its state of organization or its name, identity or corporate structure unless Mortgagor has (A) given the notices required in Section 7.1(o) of the Credit Agreement with respect to such changes and (B) taken all actions necessary or as reasonably requested by the Mortgagee to ensure that the liens on the Property granted in favor of the Mortgagee and the Trustee remain perfected, first-priority liens subject only to Permitted Encumbrances.

(g) Not a Foreign Person. Mortgagor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, (hereinafter called the "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 Code and any regulations promulgated thereunder).

Section 2.02 Reserved.

Section 2.03 Performance on Mortgagor's Behalf. Mortgagor agrees that, if Mortgagor fails to perform any act or to take any action that hereunder Mortgagor is required to perform or take, or to pay any money that hereunder Mortgagor is required to pay, in each case to the extent resulting in the occurrence and continuance of an Event of Default, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by Mortgagee and any money so paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee (which obligation Mortgagor hereby expressly promises to pay) and Mortgagee, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment. Each amount due and owing by Mortgagor to Trustee and/or Mortgagee pursuant to this Mortgage shall bear interest each day, from the date of such expenditure or payment until paid, at a rate equal to the Default Interest Rate; provided that, should applicable law provide for a maximum permissible rate of interest on such amounts, such rate shall not be greater than such maximum permissible rate. All such amounts, together with such interest thereon, shall be a part of the Obligations and shall be secured by this Mortgage..

ARTICLE III

ASSIGNMENT OF PRODUCTION, ACCOUNTS, AND PROCEEDS

Section 3.01 Assignment of Production. Mortgagor does hereby absolutely and unconditionally assign, transfer and set over to Mortgagee all Production that accrues to Mortgagor's interest in the Mortgaged Properties, all proceeds of such Production and all

Payments in Lieu of Production (herein collectively referred to as the “Production Proceeds”), together with the immediate and continuing right to collect and receive such Production Proceeds. Mortgagor directs and instructs any and all purchasers of any Production to pay to Mortgagee all of the Production Proceeds accruing to Mortgagor’s interest until such time as such purchasers have been furnished with evidence that all secured indebtedness has been paid and that this Mortgage has been released. Mortgagor agrees that no purchasers of the Production shall have any responsibility for the application of any funds paid to Mortgagee.

Section 3.02 Effectuating Payment of Production Proceeds to Mortgagee. Independent of the foregoing provisions and authorities herein granted, Mortgagor agrees to execute and deliver any and all transfer orders, division orders and other instruments that may be requested by Mortgagee or that may be required by any purchaser of any Production for the purpose of effectuating payment of the Production Proceeds to Mortgagee. If under any existing sales agreements, other than division orders or transfer orders, any Production Proceeds are required to be paid by the purchaser to Mortgagor so that under such existing agreements payment cannot be made of such Production Proceeds to Mortgagee, Mortgagor’s interest in all Production Proceeds under such sales agreements and in all other Production Proceeds that for any reason may be paid to Mortgagor shall, when received by Mortgagor, constitute trust funds in Mortgagor’s hands and shall be immediately paid over to Mortgagee. **WITHOUT LIMITATION UPON ANY OF THE FOREGOING, MORTGAGOR HEREBY CONSTITUTES AND APPOINTS MORTGAGEE AS MORTGAGOR’S SPECIAL ATTORNEY-IN-FACT (WITH FULL POWER OF SUBSTITUTION, EITHER GENERALLY OR FOR SUCH PERIODS OR PURPOSES AS MORTGAGEE MAY FROM TIME TO TIME PRESCRIBE) IN THE NAME, PLACE AND STEAD OF MORTGAGOR TO DO (BUT WITHOUT THE OBLIGATION) ANY AND EVERY ACT AND EXERCISE ANY AND EVERY POWER THAT MORTGAGOR MIGHT OR COULD DO OR EXERCISE PERSONALLY WITH RESPECT TO ALL PRODUCTION AND PRODUCTION PROCEEDS (THE SAME HAVING BEEN ASSIGNED BY MORTGAGOR TO MORTGAGEE PURSUANT TO SECTION 3.01 HEREOF)**, expressly inclusive, but not limited to, the right, power and authority to:

(a) Execute and deliver in the name of Mortgagor any and all transfer orders, division orders, letters in lieu of transfer orders, indemnifications, certificates and other instruments of every nature that may be requested or required by any purchaser of Production from any of the Mortgaged Properties for the purposes of effectuating payment of the Production Proceeds to Mortgagee or that Mortgagee may otherwise deem necessary or appropriate to effect the intent and purposes of the assignment contained in Section 3.01;

(b) If under any product sales agreements other than division orders or transfer orders, any Production Proceeds are required to be paid by the purchaser to Mortgagor so that under such existing agreements payment cannot be made of such Production Proceeds to Mortgagee, to make, execute and enter into such sales agreements or other agreements as are necessary to direct Production Proceeds to be payable to Mortgagee; and

(c) Pursue any and all lien rights of the Mortgagor to liens and security interests in the Mortgaged Property securing payment of Production and Proceeds attributable to the Mortgaged Property, including, but not limited to, those liens and security interests

provided by the statutes of Louisiana, Alabama, Texas and Mississippi. In furtherance and not by way of limitation of the foregoing assignment contained in Section 3.01, the Mortgagor further hereby assigns to the Mortgagee, as security for payment of the secured indebtedness, any and all such liens, security interests, financing statements, or similar interests of the Mortgagor attributable to its interests in the Mortgaged Property and Production and Proceeds therefrom arising under or created by said statutory provisions, judicial decisions, or otherwise;

GIVING AND GRANTING UNTO SAID ATTORNEY-IN-FACT FULL POWER AND AUTHORITY TO DO AND PERFORM ANY AND EVERY ACT AND THING WHATSOEVER NECESSARY AND REQUISITE TO BE DONE AS FULLY AND TO ALL INTENTS AND PURPOSES, AS MORTGAGOR MIGHT OR COULD DO IF PERSONALLY PRESENT; and Mortgagor shall be bound thereby as fully and effectively as if Mortgagor had personally executed, acknowledged and delivered any of the foregoing certificates or documents. The powers and authorities herein conferred upon Mortgagee may be exercised by Mortgagee through any person who, at the time of the execution of the particular instrument, is an officer of Mortgagee. **THE POWER OF ATTORNEY HEREIN CONFERRED IS GRANTED FOR VALUABLE CONSIDERATION AND HENCE IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE UNTIL THIS MORTGAGE HAS BEEN RELEASED IN ACCORDANCE WITH THE CREDIT AGREEMENT.** All persons dealing with Mortgagee or any substitute shall be fully protected in treating the powers and authorities conferred by this paragraph as continuing in full force and effect until advised by Mortgagee that such release has occurred. Mortgagee may, but shall not be obligated to, take such action as it deems appropriate in an effort to collect the Production Proceeds and any reasonable and documented out-of-pocket expenses (including reasonable and documented out-of-pocket attorney's fees) so incurred by Mortgagee shall be payable by Mortgagor under Section 2.01(c). Notwithstanding any term or provision in Section 3.01 to the contrary, the Mortgagee has agreed not to exercise its right to directly receive delivery of Production and payment of Production Proceeds until an Event of Default has occurred and is continuing and written notice has been provided to the Mortgagor by the Mortgagee, and each party producing, purchasing or receiving Production may continue to make such deliveries or payments to the Mortgagor until such time as such party has received notice from the Mortgagee, Mortgagor or any of their agents or designees, that an Event of Default has occurred and is continuing and that such party is directed to make delivery or payment directly to the Mortgagee.

Section 3.03 Change of Purchaser. To the extent an Event of Default has occurred hereunder and is continuing, should any person now or hereafter purchasing or taking Production fail to make payment promptly to Mortgagee of the Production Proceeds, Mortgagee shall, subject to then existing contractual prohibitions in the Credit Agreement, have the right to make, or to require Mortgagor to make, a change of purchaser, and the right to designate or approve the new purchaser, and Mortgagee shall have no liability or responsibility in connection therewith so long as ordinary care is used in making such designation.

Section 3.04 Application of Production Proceeds. If an Event of Default hereunder has occurred and is continuing, all Production Proceeds from time to time in the hands of Mortgagee shall be applied (subject to the Credit Agreement) by it toward the payment of all secured indebtedness (including principal, interest, reasonable and documented out-of-pocket attorneys'

fees and other reasonable and documented out-of-pocket fees and expenses) at such times and in such manner and order and to such extent as Mortgagee deems advisable consistent with Section 10.3 of the Credit Agreement.

Section 3.05 Release From Liability. Mortgagee and its successors and assigns are hereby released and absolved from all liability for failure to enforce collection of the Production Proceeds and from all other responsibility in connection therewith, except the responsibility of each to account to Mortgagor for funds actually received by each.

Section 3.06 Absolute Obligation to Pay. Nothing herein contained shall detract from or limit the obligation to make prompt payment of any and all secured indebtedness, at the time and in the manner provided herein and in the Loan Documents, regardless of whether the Production and Production Proceeds herein assigned are sufficient to pay same, and the rights under this Article III shall be cumulative of all other rights under the Loan Documents.

ARTICLE IV

REMEDIES UPON DEFAULT

Section 4.01 Default. The term "Event of Default" as used in this Mortgage shall mean the occurrence of any "Event of Default" as defined in the Credit Agreement.

Section 4.02 Acceleration of Secured Indebtedness. Upon the occurrence and continuance of an Event of Default, Mortgagee at any time and from time to time may, but shall not be obligated (except at the direction of the Majority Lenders in accordance with the Credit Agreement) to, without notice to Mortgagor or any other person declare any or all of the secured indebtedness immediately due and payable as provided in the Loan Documents.

Section 4.03 Pre-Foreclosure Remedies. Upon the occurrence and continuance of an Event of Default, Mortgagee is authorized, but shall not be obligated (except at the direction of the Majority Lenders in accordance with the Credit Agreement), prior or subsequent to the institution of any foreclosure proceedings, to enter upon the Property, or any part thereof, and to take possession of the Property and all books and records relating thereto, and to exercise without interference from Mortgagor any and all rights that Mortgagor has with respect to the management, possession, operation, protection or preservation of the Property. If necessary to obtain the possession provided for above, Mortgagee may, but shall not be obligated (except at the direction of the Majority Lenders in accordance with the Credit Agreement) to, invoke any and all remedies to dispossess Mortgagor. All costs, expenses and liabilities of every character incurred by Mortgagee in managing, operating, maintaining, protecting or preserving the Property shall be payable by Mortgagor under Section 2.01(c). In connection with any action taken by Mortgagee pursuant to this Section 4.03, **MORTGAGEE SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY MORTGAGOR RESULTING FROM ANY ACT OR OMISSION OF MORTGAGEE (INCLUDING MORTGAGEE'S OWN NEGLIGENCE) IN MANAGING THE PROPERTY UNLESS SUCH LOSS IS CAUSED BY THE BAD FAITH, WILLFUL MISCONDUCT AND GROSS NEGLIGENCE OF MORTGAGEE**, nor shall Mortgagee be obligated to perform or discharge any obligation, duty or liability of Mortgagor arising under any agreement forming a part of the Property or arising under any Permitted Encumbrance or otherwise

arising. Mortgagor hereby assents to, ratifies and confirms any and all actions of Mortgagee with respect to the Property taken under this Section 4.03.

Section 4.04 Foreclosure

(a) Upon the occurrence and continuance of an Event of Default, Mortgagee or Trustee (as applicable) is authorized and empowered, but the Mortgagee shall not be obligated (except at the direction of the Majority Lenders in accordance with the Credit Agreement), (and it shall be Trustee's special duty at the request of Mortgagee, if applicable) to sell the Deed of Trust Mortgaged Properties, or any part thereof, as an entirety or in parcels as Mortgagee may elect, at such place or places and otherwise in the manner and upon such notice as may be required by law or, in the absence of any such requirement, as Mortgagee or Trustee may deem appropriate. If Mortgagee or Trustee shall have given notice of sale hereunder, any successor or substitute Mortgagee or Trustee 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 or Trustee conducting the sale. Cumulative of the foregoing and the other provisions of this Section 4.04, as to any portion of the Deed of Trust Mortgaged Properties located in the State of Texas or the State of Mississippi (or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such states are applicable with respect to this Mortgage and/or the liens or security interests created hereby), such sales of all or any part of such Deed of Trust Mortgaged Properties shall be conducted at the courthouse of any county (whether or not the counties in which such Deed of Trust Mortgaged Properties are located are contiguous) in the State of Texas or the State of Mississippi, as the case may be, in which any part of such Deed of Trust Mortgaged Properties is situated or that lies shoreward of any Deed of Trust Mortgaged Property (i.e., to the extent a particular Deed of Trust Mortgaged Property lies offshore within the reasonable projected seaward extension of the relevant county boundary), at public venue to the highest bidder for cash between the hours of ten o'clock a.m. and four o'clock p.m. on the first Tuesday in any month or at such other place, time and date as provided by the statutes of the State of Texas or the State of Mississippi, as the case may be, then in force governing sales of real estate under powers conferred by deed of trust, after having given notice of such sale in accordance with such statutes.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW TRUSTEE TO TAKE THE DEED OF TRUST, MORTGAGED PROPERTIES AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

(b) Upon the occurrence and continuance of an Event of Default, this Mortgage may be foreclosed as to the Other Mortgaged Properties, or any part thereof, in any manner permitted by applicable law. Cumulative of the foregoing and the other provisions of this Section 4.04, as to Other Mortgaged Properties located in the State of Louisiana (or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the liens or security interests created hereby), Mortgagee may foreclose this Mortgage by executory process subject to, and on the terms and conditions required or permitted by, applicable

law, and shall have the right to appoint a keeper of such Other Mortgaged Properties. Cumulative of the foregoing and the other provisions of this Section 4.04, as to Other Mortgaged Properties located in the State of Alabama (or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the liens or security interests created hereby), Mortgagee may, after giving at least twenty-one (21) days' notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Other Mortgaged Property is situated or which lies shoreward of such Other Mortgaged Property (i.e. to the extent a particular Other Mortgaged Property lies offshore within the reasonable projected seaward extension of the relevant county boundary), sell the Other Mortgaged Property in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of such sale as specified herein. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this Mortgage and may purchase the Other Mortgaged Properties if the highest bidder therefor. At the foreclosure sale the Other Mortgaged Properties may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect. The power of sale granted herein is a continuing power and shall not be fully exercised until all of the Other Mortgaged Properties not previously sold shall have been sold or all of the secured indebtedness and other obligations secured hereby have been satisfied in full.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW MORTGAGEE TO TAKE THE OTHER MORTGAGED PROPERTIES AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

(c) Upon the occurrence and continuance of an Event of Default, Mortgagee may, but shall not be obligated (except at the direction of the Majority Lenders in accordance with the Credit Agreement) to, exercise its rights of enforcement with respect to the Collateral under the Texas Commercial Laws, as amended, under the Alabama Commercial Laws, as amended, under the Louisiana Commercial Laws, as amended, or under the Uniform Commercial Code or any other statute in force in any state to the extent the same is applicable law. Cumulative of the foregoing and the other provisions of this Section 4.04:

(i) Mortgagee may, but shall not be obligated (except at the direction of the Majority Lenders in accordance with the Credit Agreement) to, enter upon the Mortgaged Properties or otherwise upon Mortgagor's premises to take possession of, assemble and collect the Collateral or to render it unusable; and

(ii) Mortgagee may, but shall not be obligated (except at the direction of the Majority Lenders in accordance with the Credit Agreement) to, require Mortgagor to assemble the Collateral and make it available at a place Mortgagee designates that is mutually convenient to allow Mortgagee to take possession or dispose of the Collateral; and

(iii) written notice mailed to Mortgagor as provided herein at least ten (10) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; and

(iv) in the event of a foreclosure of the liens and/or security interests evidenced hereby, the Collateral, or any part thereof, and the Mortgaged Properties, or any part thereof, may, at the option of Mortgagee, be sold, as a whole or in parts, together or separately (including, without limitation, where a portion of the Mortgaged Properties is sold, the Collateral related thereto may be sold in connection therewith); and

(v) any expenses of sale provided for herein shall include the reasonable expenses of retaking the Collateral, or any part thereof, holding the same and preparing the same for sale or other disposition; and

(vi) should, under this subsection, the Collateral be disposed of other than by sale, any proceeds of such disposition shall be treated under Section 4.07 as if the same were sales proceeds; and

(vii) as to the Collateral located in or otherwise subject to the laws of the State of Alabama or the State of Louisiana, Mortgagee may, but shall not be obligated (except at the direction of the Majority Lenders in accordance with the Credit Agreement) to, foreclose this Mortgage as a security agreement affecting the Collateral by executory process subject to, and on the terms and conditions required or permitted by applicable law, and shall have the right to appoint a keeper of such Collateral.

(d) To the extent permitted by applicable law, the sale hereunder of less than the whole of the Property shall not exhaust the powers of sale herein granted or the right to judicial foreclosure, and successive sale or sales may be made until the whole of the Property shall be sold, and, if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the indebtedness secured hereby and the expense of conducting such sale, this Mortgage and the liens and security interests hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Mortgagor shall never have any right to require the sale of less than the whole of the Property. In the event any sale hereunder is not completed or is defective in the opinion of Mortgagee, such sale shall not exhaust the powers of sale hereunder or the right to judicial foreclosure, and Mortgagee shall have the right to cause a subsequent sale or sales to be made. Any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. The Trustee or his successor or substitute, and the Mortgagee acting under power of sale, 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 it (including, without limitation, the posting of notices and the conduct of sale), and such appointment need not be in writing or recorded. Any and all statements of fact or other recitals made in any deed or deeds, or other instruments of transfer, given in connection with a sale as to nonpayment

of the secured indebtedness or as to the occurrence of any Event of Default, or as to all of the secured indebtedness having been declared to be due and payable, or as to the request to sell, or as to notice of time, place and terms of sale and the properties to be sold having been duly given, or, with respect to any sale by the Trustee or the Mortgagee, or any successor or substitute trustee, as to the refusal, failure or inability to act of Trustee or the Mortgagee or any substitute or successor trustee or the appointment of any substitute or successor trustee, or as to any other act or thing having been duly done, shall be taken as prima facie evidence of the truth of the facts so stated and recited. Any sale or sales of the Mortgaged Property, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever either at law or in equity, of the Mortgagor of, in and to the premises and the property sold, and shall be a perpetual bar, both at law and in equity, against the Mortgagor, and the Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the property sold from, through or under the Mortgagor or the Mortgagor's successors or assigns. Nevertheless, the Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold. Notwithstanding any reference herein to any other Loan Documents, all persons dealing with the Mortgaged Properties shall be entitled to rely on any document, or certificate, of the Mortgagee as to the occurrence of an event, such as an "Event of Default", and shall not be charged with or forced to review any provision of any other document to determine the accuracy thereof. With respect to any sale held in foreclosure of the liens and/or security interests covered hereby, it shall not be necessary for the Trustee, Mortgagee, any public officer acting under execution or order of the court or any other party to have physically present or constructively in his/her or its possession, either at the time of or prior to such sale, the Property or any part thereof. With respect to the application of proceeds of disposition of the Property under Section 4.07 hereof, the costs and expenses incident to disposition shall include the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by Mortgagee or the Trustee, as applicable. Any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the secured indebtedness or as to the occurrence of any Event of Default, or as to Mortgagee having declared all of such secured indebtedness to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by Mortgagee or the Trustee, as applicable, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and Mortgagee or the Trustee, as applicable, 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 or the Trustee, as applicable, including the sending of notices and the conduct of the sale, but in the name and on behalf of Mortgagee or the Trustee, as applicable.

(e) As to Property now or hereafter located in (or cover properties located in) the state of Louisiana or that are located within (or cover properties located within) the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the liens or security interests created hereby, Mortgagor acknowledges the secured indebtedness, whether now existing or to arise hereafter, and for Mortgagor, Mortgagor's heirs, devisees, personal

representatives, successors and assigns, hereby confesses judgment for the full amount of the secured indebtedness in favor of the Mortgagee. Mortgagor further agrees that the Mortgagee may cause all or any part of the Property to be seized and sold after due process of law, the Mortgagor waiving the benefit of all laws or parts of laws relative to the appraisal of property seized and sold under executory process or other legal process, and consenting that all or any part of the Property may be sold without appraisal, either in its entirety or in lots and parcels, as the Mortgagee may determine, to the highest bidder for cash or on such terms as the plaintiff in such proceedings may direct. Mortgagor hereby waives (i) the benefit of appraisal provided for in articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure and all other laws conferring the same; (ii) the demand and three (3) days' notice of demand as provided in articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (iii) the notice of seizure provided for in articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (iv) the three (3) days delay provided for in articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (v) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above. Mortgagor expressly authorizes and agrees that Mortgagee shall have the right to appoint a keeper of such Property pursuant to the terms and provisions of La. R.S. 9:5131 et seq. and La. R.S. 9:5136 et seq., which keeper may be the Mortgagee, any agent or employee thereof, or any other person, firm, or corporation. Compensation for the services of the keeper shall be secured by the liens and security interests of this Mortgage.

(f) For the avoidance of doubt, and notwithstanding anything in this Mortgage to the contrary: (i) as to that portion of the Deed of Trust Mortgaged Properties located in the State of Texas, or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of the State of Texas are applicable with respect to this Mortgage and/or the liens or security interests created hereby, and consisting of real property (such portion of the Deed of Trust Mortgaged Properties being referred to as the "Texas Real Property"), any non-judicial foreclosure sale and notice thereof pursuant to this Mortgage shall be made in accordance with the then applicable provisions of Chapter 51 of the Texas Property Code, as the same may be amended, or any successor statute, and (ii) as to any portion of the Collateral located in the State of Texas, or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of the State of Texas are applicable with respect to this Mortgage and/or the liens or security interests created hereby, and consisting of "fixtures" and/or "as-extracted collateral," as such terms are defined in the Uniform Commercial Code in effect in the State of Texas (the "Texas UCC" and such portion of the Collateral being referred to as the "Texas UCC Collateral"), any non-judicial foreclosure sale and notice thereof pursuant to this Mortgage shall be made as permitted or required by Chapter 9 of the Texas UCC relating to the sale of collateral after an Event of Default by a debtor (as such laws now exist or may be hereafter amended or succeeded), or by any other present or subsequent amendments or enactments relating to same (with it being understood that, pursuant to Section 9.604 of the Texas UCC, Mortgagee has the right, at its option, to proceed (x) under Chapter 9 of the Texas UCC as to personal property without prejudicing any rights with respect to real property, or (y) as to both personal property and real property in accordance with the Mortgagee's rights with respect to such real property).

Section 4.05 Effective as Mortgage. As to the Deed of Trust Mortgaged Properties, this instrument shall be effective as a mortgage as well as a deed of trust and upon the occurrence of an Event of Default may be foreclosed as to the Deed of Trust Mortgaged Properties, or any portion thereof, in any manner permitted by applicable law, and any foreclosure suit may be brought by Trustee or by Mortgagee. To the extent, if any, required to cause this instrument to be so effective as a mortgage as well as a deed of trust, Mortgagor hereby mortgages the Deed of Trust Mortgaged Properties to Mortgagee. In the event a foreclosure hereunder as to the Deed of Trust Mortgaged Properties, or any part thereof, shall be commenced by Trustee, or his substitute or successor, Mortgagee may at any time before the sale of such properties direct Trustee to abandon the sale, and may then institute suit for the foreclosure of this Mortgage as to such properties. It is agreed that if Mortgagee should institute a suit for the foreclosure of this Mortgage, Mortgagee may at any time before the entry of a final judgment in said suit dismiss the same, and require Trustee, its substitute or successor, to sell the Deed of Trust Mortgaged Properties, or any part thereof, in accordance with the provisions of this Mortgage and the Credit Agreement.

Section 4.06 Receiver. In addition to all other remedies herein provided for, Mortgagor agrees that, upon the occurrence of an Event of Default or any event or circumstance that, with the lapse of time or the giving of notice, or both, would constitute an Event of Default hereunder, Mortgagee shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Property, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Property or the solvency of any person or persons liable for the payment of the indebtedness secured hereby, and Mortgagor does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment, and agrees not to oppose any application therefor by Mortgagee, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Mortgagee under Article III hereof Mortgagor expressly waives notice of a hearing for appointment of a receiver and the necessity for bond or an accounting by the receiver. Nothing herein is to be construed to deprive Mortgagee of any other right, remedy or privilege it may now or hereafter have under the law to have a receiver appointed. Any money advanced by Mortgagee in connection with any such receivership shall be payable by Mortgagor under Section 2.01(c).

Section 4.07 Proceeds of Foreclosure. The proceeds received pursuant to any exercise of remedies under this Mortgage shall be applied pursuant to Section 10.3 of the Credit Agreement.

Section 4.08 Mortgagee as Purchaser. Any party constituting Mortgagee shall have the right to become the purchaser at any sale held in foreclosure of the liens and/or security interests evidenced hereby, and any party constituting Mortgagee that is purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the secured indebtedness owing to such party, or if such party holds less than all of such indebtedness, the pro rata part thereof owing to such party, accounting to all other parties constituting Mortgagee who are not joining in such bid in cash for the portion of such bid or bids apportionable to such non-bidding parties.

Section 4.09 Foreclosure as to Matured Debt. Upon the occurrence and continuance of an Event of Default, Mortgagee shall have the right to proceed with foreclosure of the liens and/or security interests evidenced hereby without declaring the entire secured indebtedness due, and in such event, any such foreclosure sale may be made subject to the unmatured part of the secured

indebtedness and shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part, this Mortgage shall remain in full force and effect just as though no sale had been made. The proceeds of such sale shall be applied as provided in Section 4.07. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the secured indebtedness.

Section 4.10 Remedies Cumulative. All remedies herein provided for are cumulative of each other and of all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other Loan Document, and, in addition to the remedies herein provided, there shall continue to be available all such other remedies as may now or hereafter exist at law or in equity for the collection of the secured indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and/or security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other Loan Document or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

Section 4.11 Discretion as to Security. Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the secured indebtedness, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage. In furtherance and not in limitation of the foregoing, Mortgagee may elect to treat the fixtures constituting a part of the Mortgaged Property as either immovable property collateral or movable property collateral and then proceed to exercise such rights as apply to such type of collateral.

Section 4.12 Mortgagor's Waiver of Certain Rights. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Mortgagor, for Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by applicable law, hereby waives and releases all rights of appraisal, valuation, stay of execution, redemption, notice of intention to mature or declare due the whole of the secured indebtedness, notice of election to mature or declare due the whole of the secured indebtedness and all rights to a marshaling of assets of Mortgagor, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and/or security interests hereby created. Mortgagor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatever to defeat, reduce or affect the right under the terms of this Mortgage to a sale of the Property for the collection of the secured indebtedness without any prior or different resort for collection, or the right under the terms of this Mortgage to the payment of the secured indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatever. If any law referred to in this section and now in force, of which Mortgagor or Mortgagor's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Mortgaged Properties or the Collateral might take advantage despite this section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this section.

Section 4.13 Mortgagor as Tenant Post-Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagor's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Property by, through or under Mortgagor are occupying or using the Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser. To the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible entry and detainer) in any court having jurisdiction.

ARTICLE V

MISCELLANEOUS

Section 5.01 Scope of Mortgage. This Mortgage is a deed of trust and mortgage of both real/immovable and personal/movable property, a security agreement, a financing statement and an assignment, and also covers proceeds, and as-extracted collateral.

Section 5.02 Financing Statement. This Mortgage covers goods that are or are to become fixtures on the real property described herein, and Mortgagee shall have the right to file a financing statement in accordance with the Louisiana Uniform Commercial Code, covering fixtures and minerals and other substances of value that may be extracted from the earth (including without limitation oil and gas and other "as-extracted collateral", as that term is defined in the Uniform Commercial Code), and accounts related thereto, that will be financed at the wellhead or minehead of the wells or mines located on the Mortgaged Properties. This Mortgage is to be filed for record in the real/immovable property records of each county or parish where any part of the Mortgaged Properties is situated or that lies shoreward of any Mortgaged Property (i.e., to the extent a Mortgaged Property lies offshore within the projected seaward extension of the relevant county or parish boundaries), and may also be filed in the offices of the Bureau of Land Management or the Bureau of Ocean Energy Management or any other relevant federal or state agency (or any successor agencies). The mailing address of Mortgagor (debtor) is the address of Mortgagor set forth in the initial paragraph this Mortgage and the address of Mortgagee (secured party) from which information concerning the security interests hereunder may be obtained is the address of Mortgagee set forth in the initial paragraph of this Mortgage. Further, Mortgagor has an interest of record in the real property described in this Mortgage and in the exhibits attached hereto (or if the Mortgagor does not have an interest of record in such real property described in this Mortgage and in the exhibits attached hereto, then the name of the record owner is provided in the body of this Mortgage or in such exhibits).

Section 5.03 [Reserved].

Section 5.04 Waivers. Mortgagee may at any time and from time to time in writing waive compliance by Mortgagor with any covenant herein made by Mortgagor to the extent and in the

manner specified in such writing, or consent to Mortgagor's doing any act that hereunder Mortgagor is prohibited from doing, or to Mortgagor's failing to do any act that hereunder Mortgagor is required to do, to the extent and in the manner specified in such writing, or release any part of the Property or any interest therein or any Production Proceeds from the lien and security interest of this Mortgage, without the joinder of Trustee. Any party liable, either directly or indirectly, for the secured indebtedness or for any covenant herein or in any other Loan Document may be released from all or any part of such obligations without impairing or releasing the liability of any other party. No such act shall in any way impair any rights or powers hereunder except to the extent specifically agreed to in such writing.

Section 5.05 No Impairment of Security. The lien, security interest and other security rights hereunder shall not be impaired by any indulgence, moratorium or waiver that may be granted including, but not limited to, any renewal, extension or modification that may be granted with respect to any secured indebtedness, or any surrender, compromise, release, renewal, extension, exchange or substitution that may be granted in respect of the Property (including without limitation Production Proceeds), or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any secured indebtedness.

Section 5.06 Acts Not Constituting Waiver. Any Default or Event of Default may be waived without waiving any other prior or subsequent Default or Event of Default. Any Default or Event of Default may be remedied without waiving the Default or Event of Default remedied. Neither failure to exercise, nor delay in exercising, any right, power or remedy upon any Default shall be construed as a waiver of such Default or Event of Default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Mortgagor therefrom shall in any event be effective unless the same shall be in writing and signed by Mortgagee and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to nor demand on Mortgagor in any case shall of itself entitle Mortgagor to any other or further notice or demand in similar or other circumstances. Acceptance of any payment in an amount less than the amount then due on any secured indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of a Default or Event of Default hereunder.

Section 5.07 Mortgagor's Successors. In the event the ownership of the Property or any part thereof becomes vested in a person other than Mortgagor, then, without notice to Mortgagee, such successor or successors in interest may be dealt with, with reference to this Mortgage and to the indebtedness secured hereby, in the same manner as with Mortgagor, without in any way vitiating or discharging Mortgagor's liability hereunder or for the payment of the indebtedness or performance of the obligations secured hereby. No transfer of the Property, no forbearance, and no extension of the time for the payment of the indebtedness secured hereby, shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Mortgagor hereunder or for the payment of the indebtedness or performance of the obligations secured hereby, or the liability of any other person hereunder or for the payment of the indebtedness secured hereby.

Section 5.08 Place of Payment. All secured indebtedness that may be owing hereunder at any time by Mortgagor shall be payable at the place designated in the Credit Agreement, or in any other Loan Document (or if no such designation is made, at the address of Mortgagee indicated at the end of this Mortgage), or at such other place as Mortgagee may designate in writing.

Section 5.09 Subrogation to Existing Liens. To the extent that proceeds of the Obligations are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced at Mortgagor's request, and the party or parties advancing the same shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether said liens, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such indebtedness, Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness.

Section 5.10 Application of Payments to Certain Indebtedness. If any part of the secured indebtedness cannot be lawfully secured by this Mortgage or if any part of the Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof that is not secured by this Mortgage.

Section 5.11 Compliance With Usury Laws. It is the intent of Mortgagor, Mortgagee and all other parties to the Loan Documents to contract in strict compliance with applicable usury law from time to time in effect. In furtherance thereof, it is stipulated and agreed that none of the terms and provisions contained herein shall ever be construed to create a contract to pay, for the use, forbearance or detention of money, interest in excess of the maximum amount of interest permitted to be charged by applicable law from time to time in effect.

Section 5.12 Substitute Trustee. The Trustee may resign by an instrument in writing addressed to Mortgagee, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Mortgagee. In case of the death, resignation, removal, or disqualification of Trustee, or if for any reason Mortgagee shall deem it desirable to appoint a substitute or successor trustee to act instead of the herein named trustee or any substitute or successor trustee, then Mortgagee shall have the right and is hereby authorized and empowered to appoint a successor trustee, or a substitute trustee, without other formality than appointment and designation in writing executed by Mortgagee and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness secured hereby has been paid in full, or until the Property is sold hereunder. In the event the secured indebtedness is owned by more than one person or entity, the holder or holders of not less than a majority in the amount of such indebtedness shall have the right and authority to make the appointment of a successor or substitute trustee as provided for in the preceding sentence or to remove Trustee as provided in the first sentence of this section. Such appointment and designation by Mortgagee, or by the holder or holders of not less than a majority of the indebtedness secured hereby, shall be full evidence of the right and authority to make the same and of all facts therein recited. If Mortgagee is a corporation or association and such appointment is executed on its behalf by an officer of such corporation or association, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the

board of directors or any superior officer of the corporation or association. Mortgagee may act through an agent or attorney-in-fact in substituting trustees. Upon the making of any such appointment and designation, all of the estate and title of Trustee in the Deed of Trust Mortgaged Properties shall vest in the named successor or substitute Trustee and such successor or substitute shall thereupon succeed to, and shall hold, possess and execute, all the rights, powers, privileges, immunities and duties herein conferred upon Trustee; but nevertheless, upon the written request of Mortgagee or of the successor or substitute Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor or substitute Trustee all of the estate and title in the Deed of Trust Mortgaged Properties of the Trustee so ceasing to act, together with all the rights, powers, privileges, immunities and duties herein conferred upon the Trustee, and shall duly assign, transfer and deliver any of the properties and moneys held by said Trustee hereunder to said successor or substitute Trustee. All references herein to Trustee shall be deemed to refer to Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder.

Section 5.13 No Liability for Trustee. **THE TRUSTEE SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY TRUSTEE IN GOOD FAITH, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THE TRUSTEE'S NEGLIGENCE), EXCEPT FOR TRUSTEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by the Trustee hereunder, believed by the Trustee in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder. Mortgagor hereby ratifies and confirms any and all acts that the herein named Trustee or its successor or successors, substitute or substitutes, shall do lawfully by virtue hereof. Mortgagor will reimburse Trustee for, and indemnify and save Trustee harmless against, any and all liability and expenses (including attorneys' fees) that may be incurred by Trustee in the performance of his duties. The foregoing indemnities shall not terminate upon the Release Date or upon the release, foreclosure or other termination of this Mortgage but will survive the Release Date, foreclosure of this Mortgage or conveyance in lieu of foreclosure, and the repayment of the secured indebtedness and the discharge and release of this Mortgage and the other documents evidencing and/or securing the secured indebtedness. Any amount to be paid hereunder by Mortgagor to Trustee shall be a demand obligation owing by Mortgagor to Trustee and shall be subject to and covered by the provisions of Section 2.03 hereof.

Section 5.14 Release of Mortgage. The Mortgagor may request that this Mortgage be terminated upon Payment in Full or as otherwise set forth in the Loan Documents (including Section 11.19 of the Credit Agreement). Upon such termination the Mortgagor may further request that a written act of release of this Mortgage be provided (except this Mortgage shall be reinstated to the extent expressly provided herein, and will continue with respect to indemnification and other rights that are to continue following the release hereof). Mortgagee agrees to deliver such an act of release (subject to the foregoing limitation), all at the cost and expense of the Mortgagor, promptly following such request unless Mortgagee in good faith, has cause to believe that Mortgagor is not entitled to a termination of this Mortgage. Any partial release of Property from

the lien created by this Mortgage shall be effective upon execution thereof by the Mortgagee without the joinder of the Trustee or any other Secured Party; provided that any such partial release of Property is made in accordance with the Loan Documents (including Section 11.9 of the Credit Agreement). Notwithstanding the foregoing, it is understood and agreed that certain indemnifications, and other rights, that are provided herein to continue following the release hereof, shall continue in effect notwithstanding such release of such payment or payments; and provided that if any payment to Mortgagee is held to constitute a preference or a voidable transfer under applicable state or federal laws or if for any other reason Mortgagee is required to refund such payment to the payor thereof or to pay the amount thereof to any third party, this Mortgage shall be reinstated to the extent of such payment or payments.

Section 5.15 Notices. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in Section 12.11(b) of the Credit Agreement), notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in Section 12.11(b) of the Credit Agreement shall be effective as provided in Section 12.11(b) of the Credit Agreement. Notwithstanding the foregoing, or anything else in the Loan Documents that may appear to the contrary, any notice given in connection with a foreclosure of the liens and/or security interests created hereunder, or otherwise in connection with the exercise by Mortgagee or Trustee of their respective rights hereunder or under any other Loan Document, that is given in a manner permitted by applicable law shall constitute proper notice; without limitation of the foregoing, notice given in a form required or permitted by statute shall (as to the portion of the Property to which such statute is applicable) constitute proper notice.

Section 5.16 Invalidity of Certain Provisions. A determination that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

Section 5.17 Gender; Titles. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural (and vice versa), unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions.

Section 5.18 Recording. Mortgagor will cause this Mortgage and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating thereto to be recorded, filed, re-recorded and refiled in such manner and in such places as required to perfect Mortgagee's interest herein properly or as Trustee or Mortgagee shall

reasonably request and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

Section 5.19 Reporting Compliance. Mortgagor agrees to comply with any and all reporting requirements applicable to the transaction secured by this Mortgage that are set forth in any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, and further agrees upon request of Mortgagee to furnish Mortgagee with evidence of such compliance.

Section 5.20 Acceptance Presumed. The acceptance of this Mortgage by Mortgagee and the consent by Mortgagee to the terms and conditions of this Mortgage are presumed and, under the provisions of La. Civ. Code Ann. Art 3289, Mortgagee has not been required to sign this Mortgage.

Section 5.21 Certain Obligations of Mortgagor. Without limiting Mortgagor's obligations hereunder, Mortgagor's liability hereunder shall extend to and include all post-petition interest, expenses, and other duties and liabilities with respect to Mortgagor's obligations hereunder that would be owed but for the fact that the same may be unenforceable due to the existence of a bankruptcy, reorganization or similar proceeding.

Section 5.22 Administrative Agent and Secured Parties. It is hereby contemplated that additional persons shall or may hereafter become Secured Parties under the Credit Agreement, and in such event: (a) in its capacity as Administrative Agent under the Credit Agreement, Texas Capital Bank, together with its successors in such capacity, shall have all authority, without the need to secure the consent or joinder of any other parties constituting Secured Parties under the Credit Agreement, to perform any acts and/or enforce any remedies afforded Mortgagee hereunder, including without limitation any remedies afforded Mortgagee under Article IV hereof, and to receive any notices or payments (including without limitation payment of Production Proceeds pursuant to Article III hereof), on behalf of Mortgagee and/or on behalf of the parties constituting Secured Parties under the Credit Agreement, and (b) any rights, titles, liens and security interests in or relating to the Property shall be automatically held, upon and subject to the terms of the Credit Agreement, by Trustee or by Texas Capital Bank, as Administrative Agent, as the case may be, for the benefit of all parties constituting Secured Parties under the Credit Agreement, and any rights and remedies afforded Mortgagee hereunder (including without limitation any of same relating to indemnities) shall be automatically held and exercised, upon and subject to the terms of the Credit Agreement, by Texas Capital Bank, as Administrative Agent for all parties constituting Secured Parties under the Credit Agreement.

Section 5.23 Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which are identical, except that, to facilitate recordation or filing, in any particular counterpart portions of Exhibit A hereto that describe properties situated in, or on the outer continental shelf adjacent to, counties or parishes other than the county or parish in which such counterpart is to be recorded or filed may be omitted and further except that, to facilitate filing with the Bureau of Ocean Energy Management of the United States Department of the Interior in its lease file for any particular lease, portions of Exhibit A hereto that describe properties other than such lease may be omitted from any particular counterpart or photocopy thereof filed in such lease file. The exhibits

referenced in and attached to this Mortgage shall constitute and be a part of this Mortgage for all purposes.

Section 5.24 Successors and Assigns. The terms, provisions, covenants, representations, indemnifications and conditions hereof shall be binding upon Mortgagor, and the successors and assigns of Mortgagor, and shall inure to the benefit of Trustee, Mortgagee and the Secured Parties and their respective successors and assigns, and shall constitute covenants running with the Mortgaged Properties. All references in this Mortgage to Mortgagor, Mortgagee, Trustee or the Secured Parties shall be deemed to include all such successors and assigns.

Section 5.25 FINAL AGREEMENT OF THE PARTIES. **THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

Section 5.26 CHOICE OF LAW. **THIS MORTGAGE, EXCEPT AS EXPRESSLY PROVIDED BELOW WITH RESPECT TO THE LOUISIANA LAW COLLATERAL (HEREINAFTER DEFINED) SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE AND THE LAWS OF THE UNITED STATES OF AMERICA, EXCEPT THAT TO THE EXTENT THAT THE LAW OF A STATE IN WHICH A PORTION OF THE PROPERTY IS LOCATED (OR THAT IS OTHERWISE APPLICABLE TO A PORTION OF THE PROPERTY) GOVERNS WITH RESPECT TO PROCEDURAL AND SUBSTANTIVE MATTERS RELATING TO THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS, SECURITY INTERESTS AND OTHER RIGHTS AND REMEDIES OF THE TRUSTEE OR THE MORTGAGEE GRANTED HEREIN, THE LAW OF SUCH STATE SHALL APPLY AS TO THAT PORTION OF THE PROPERTY LOCATED IN (OR THAT IS OTHERWISE SUBJECT TO THE LAWS OF) SUCH STATE. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION, THE LOUISIANA LAW PROVISIONS (HEREINAFTER DEFINED) SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF LOUISIANA. THE "LOUISIANA LAW PROVISIONS" ARE THOSE PROVISIONS OF THIS MORTGAGE WITH RESPECT TO THE PROCEDURAL AND SUBSTANTIVE MATTERS RELATING TO THE CREATION, PERFECTION, PRIORITY, ENFORCEMENT AND FORECLOSURE OF THE LIENS, SECURITY INTERESTS AND OTHER RIGHTS AND REMEDIES OF THE TRUSTEE OR THE MORTGAGEE GRANTED HEREIN IN THE LOUISIANA REAL PROPERTY AND THE LOUISIANA COLLATERAL (COLLECTIVELY, THE "LOUISIANA LAW COLLATERAL") AND THE NATURE OF AN INTEREST IN THE LOUISIANA LAW COLLATERAL RESULTING FROM ANY SUCH ENFORCEMENT OR FORECLOSURE.**

Section 5.27 Appearance. Resolutions. For purposes of Louisiana law, including but not limited to the availability of executory process, Mortgagor has appeared on this date before the

undersigned Notary Public and witnesses in order to execute this Mortgage. There may be attached to counterparts hereof being recorded in Louisiana certain resolutions and/or other authorizations authorizing the execution and delivery of this Mortgage.

Section 5.28 Paraph. Mortgagor acknowledges that no written evidences of the secured indebtedness has been presented to the undersigned Notary Public(s) to be paraphed for identification herewith.

Section 5.29 Priority. The parties hereby acknowledge and agree that this Mortgage shall be entitled to the continuing preference and priority provided by Louisiana Civil Code Article 3298, as it may be amended from time to time.

Section 5.30 Authentic Evidence. Any and all declarations of facts made by authentic act before a notary public in the presence of two witnesses by a person declaring that such facts lie within his knowledge shall constitute authentic evidence of such facts for the purpose of executory process. Mortgagor specifically agrees that such an affidavit by a representative of Mortgagee as to the existence, amount, terms and maturity of the Debt and of an Event of Default thereunder shall constitute authentic evidence of such facts for the purpose of executory process.

Section 5.31 Nature of Instrument. Mortgagee and Mortgagor agree that this Mortgage, insofar as it covers and affects the Mortgaged Properties, is intended to be and shall be construed as being a deed of trust instrument that covers and affects the Deed of Trust Mortgaged Properties and as a mortgage instrument that covers and affects the Other Mortgaged Properties. The powers, rights, and remedies herein granted and hereby afforded to the Trustee are granted and shall be afforded solely with respect to the Deed of Trust Mortgaged Properties and shall in no way limit, restrict, impair, hinder, or otherwise affect the powers, rights and/or remedies herein granted and/or hereby afforded to the Mortgagee with respect to the Other Mortgaged Properties. This Mortgage shall be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, financing statement, mortgage, or security agreement, and from time to time as any one or more thereof.

Section 5.32 Concerning the Administrative Agent. Texas Capital Bank, as Mortgagee, is a party to this Mortgage solely in its capacity as Administrative Agent pursuant to the Credit Agreement and not in its individual capacity. The Mortgagee shall have all of the rights, privileges and immunities afforded to it as Administrative Agent under the Credit Agreement, as though fully set forth herein.

Section 5.33 State Specific Provisions. In the event of any inconsistencies between this Section 5.33 and any of the other terms and provisions of this Mortgage, the terms and provisions of this Section 5.33 shall control and be binding. The terms of this Section 5.33 apply with respect to the Property which is located in the State of Louisiana, notwithstanding anything contained herein to the contrary but subject at all times to the provisions of the Intercreditor Agreement.

(a) Louisiana Remedies. If any default shall occur and be continuing, Mortgagee may, in addition to and not in lieu of any other rights and remedies hereunder or provided by law, exercise any and all remedies provided in any of the other Loan Documents, or exercise one or more of the following rights and remedies:

(i) Acceleration: Foreclosure. Mortgagee shall have the right, at its sole option, to accelerate the maturity and demand payment in full of the Obligations. Mortgagee shall then have the right to commence appropriate foreclosure proceedings against the Property as provided in this Mortgage.

(ii) Seizure and Sale of Property. In the event that Mortgagee elects to commence appropriate Louisiana foreclosure proceedings under this Mortgage, Mortgagee may cause the Property, or any part or parts thereof, to be immediately seized and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisal, and without the necessity of making additional demand upon or notifying Mortgagor or placing Mortgagor in default, all of which are expressly waived.

(iii) Keeper. Should any or all of the Property be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any Mortgagee designated by Mortgagee, or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as Keeper of the Property as provided under La. R.S. 9:5136 et seq. Such a Keeper shall be entitled to reasonable compensation. Mortgagor agrees to pay the reasonable fees of such Keeper, which are hereby fixed at the greater of market rate or \$50.00 per hour, which compensation to the Keeper shall also be secured by this Mortgage.

(iv) Declaration of Fact. Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-629, where applicable.

(v) Specific Performance. Mortgagee may, in addition to the foregoing remedies, or in lieu thereof, in Mortgagee's sole discretion, pursuant to Louisiana Civil Code Article 1986, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained herein, or in aid of the execution or enforcement of any power herein granted.

(b) Pledge of Leases and Rents and Profits. Notwithstanding anything to the contrary contained herein, the pledge of the leases and Rents and Profits granted herein to Mortgagee of the leases and Rents and Profits shall also secure the Debt that may be outstanding at any time and from time to time up to the Maximum Secured Amount. Upon the occurrence of an Event of Default hereunder, then the pledge of the leases and Rents and Profits granted in this Mortgage may be enforced as provided in Title XX-A "Pledge," of Book III of the Louisiana Civil Code of 1870 containing Articles 3141 through 3175, as supplemented by La. R.S. 9:4401, and Mortgagee, without in any way waiving such Event

of Default, at its option and subject to applicable laws, upon notice and without regard to the adequacy of the security for the Debt or to whether it has exercised any of its other rights or remedies hereunder, shall have the right to directly collect and receive all Rents and Profits and any other proceeds and/or payments arising under or in any way accruing under the leases pledged herein, as such amounts become due and payable and to apply the same to the Debt as provided herein. Nothing herein shall be construed to limit the exercise of any remedies otherwise granted to Mortgagee in this instrument.

(c) Louisiana Defined Terms. The term "lien" will also mean a privilege, mortgage, security interest, assignment, or other encumbrance. The term "county" shall mean "parish." The term "real property" or "real estate" will mean "immovable property" as that term is used in the Louisiana Civil Code. The term "personal property" will mean "movable property" as that term is used in the Louisiana Civil Code. The term "easement" will mean "servitude" as that term is used in the Louisiana Civil Code. The term "building" will also include "other constructions" as that term is used in the Louisiana Civil Code. The term "tangible" will mean "corporeal" as that term is used in Louisiana law. The term "intangible" will mean "incorporeal" as that term is used in Louisiana law. The term "condemnation" will include "expropriation" as that term is used in Louisiana law. The term "receiver" will include "keeper" as that term is used in Louisiana law. The terms "fee simple" and "fee simple title" will mean "full ownership interest" as that term is used in Louisiana law. The term "fixtures" will also mean "component parts" and other "immovable property" as those terms are used in the Louisiana Civil Code.

(d) Waiver and Release. The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving and other certificates and relieve and release the Notary Public before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

(e) Special Appointment of Mortgagee. In addition to all of the rights and remedies of Mortgagee hereunder, so long as this Mortgage remains in effect, Mortgagee is, pursuant to La. R.S. 9:5388, hereby appointed by Mortgagor as Mortgagee and attorney-in-fact of Mortgagor, coupled with an interest, to carry out and enforce all or any specified portion of the incorporeal rights comprising part of the Property.

(f) Assignment of Insurance Proceeds. This Mortgage is intended to be and shall serve as a collateral assignment and pledge of all insurance proceeds attributable to any insured loss of any of the Property, pursuant to La.R.S. 9:5386, whether such insurance proceeds or any of them now exist or arise in the future, and Mortgagor does hereby irrevocably make, constitute, and appoint the insurer and the Mortgagees of the insurer as the true and lawful mandataries and attorneys-in-fact of Mortgagor to carry out and enforce all of Mortgagee's rights, title, and interest in and to any or all of the insurance proceeds hereby collaterally assigned, the power of attorney herein granted being one coupled with an interest. The collateral assignment and pledge of the insurance proceeds shall not be construed as imposing upon Mortgagor any obligations with respect thereto unless and until it may become the absolute owner thereof and Mortgagor shall have been wholly dispossessed thereof.

REMAINDER INTENTIONALLY LEFT BLANK

THUS DONE AND PASSED, in the County of Harris, State of Texas, this 2th day of January, 2025, and made 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.

WITNESSES

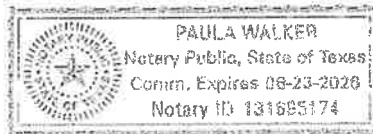
W&T OFFSHORE, INC.

Josy Theal
Printed Name: Josy Theal

Andrew Blasio
Printed Name: Andrew Blasio

By: [Signature]
Name: Sameer Parasnis
Title: Executive Vice President and Chief
Financial Officer

[Signature]
Notary Public, State of Texas,
Printed Name: Paula Walker
My Commission Expires on: 08/23/2026
Notarial Identification Number: 131695174



The address of Mortgagor is:

5718 Westheimer Rd, Suite 700
Houston, TX 77057

Last Four Digits of Taxpayer I.D. No.: 1985

EXHIBIT A

to

DEED OF TRUST, MORTGAGE, PLEDGE AND SECURITY
AGREEMENT

from

W&T OFFSHORE, INC.

to

DAVID OMAN, TRUSTEE

and

TEXAS CAPITAL BANK, AS ADMINISTRATIVE
AGENT, AS MORTGAGEE

1. Depth limitations, unit designations, unit tract descriptions and descriptions of undivided leasehold interests, well names, "Operating Interests", "Working Interests" and "Net Revenue Interests" contained in this Exhibit A and the listing of any percentage, decimal or fractional interest in this Exhibit A shall not be deemed to limit or otherwise diminish the interests being subjected to the lien, security interest and encumbrance of this instrument.
2. Some of the land descriptions in this Exhibit A may refer only to a portion of the land covered by a particular lease. This instrument is not limited to the land described in Exhibit A but is intended to cover the entire interest of the Mortgagor in any lease described in Exhibit A even if such interest relates to land not described in Exhibit A. Reference is made to the land descriptions contained in the documents of title recorded as described in this Exhibit A. To the extent that the land descriptions in this Exhibit A are incomplete, incorrect or not legally sufficient, the land descriptions contained in the documents so recorded are incorporated herein by this reference.
3. References in Exhibit A to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the county or counties (or parish or parishes) in which the mortgaged property is located and in which records such documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.
4. A statement herein that a certain interest described herein is subject to the terms of certain described or referred to agreements, instruments or other matters shall not operate to subject such interest to any such agreement, instrument or other matter except to the extent that such agreement, instrument or matter is otherwise valid and presently subsisting nor shall such statement be deemed to constitute a recognition by the parties hereto that any such agreement, instrument or other matter is valid and presently subsisting.

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0005-000	J C BUSH III	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	BALDWIN		OT 54 OF GULF BEACH RESUBDIVISION "A" AS RECORDED IN MAP BOOK 1, PAGE 142 IN THE OFFICE OF THE PROBATE JUDGE OF BALDWIN COUNTY, ALABAMA.	1.4
AL1238-0006-000	CARLOS LAGRAVE ET UX	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	BALDWIN		LOTS 76 & 63 OF RE-SUBDIVISION "A" OF GULF BEACH, LOCATED IN PARTS OF SECTIONS 1 & 2, T9S R1E AND RECORDED IN MAP 1, BOOK 1, PAGE 142 IN THE OFFICE OF THE PROBATE JUDGE OF BALDWIN CO, AL	4.73
AL1238-0007-000	HOWARD M POLK ET UX	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	BALDWIN		LOT NO. 75 IN RE-SUBDIVISION A OF GULF BEACH, AS PER PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 142, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, AL.	3.5
AL1238-0008-000	LUTHER E FREDRICKSON ET UX	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	BALDWIN		LOT 57 OF GULF BEACH RESUBDIVISION "A" AS RECORDED IN MAP BOOK 1, PAGE 142 IN THE OFFICE OF THE PROBATE JUDGE OF BALDWIN COUNTY, AL	1.35
AL1238-0009-001	DONALD OLTARSH ET UX	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	BALDWIN		PARCELS A, B, C, D BEING MORE FULLY DESCRIBED IN LEASE, RECORDED IN RP 92 PAGE 405	87.71
AL1238-0009-002	NORMAN R SHRILEY ET UX	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	BALDWIN		PARCELS A, B, C, D BEING MORE FULLY DESCRIBED IN LEASE, RECORDED IN RP 92 PAGE 409	87.71
AL1238-0009-003	O CALDWELL HUYRDLE ET UX	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	BALDWIN		PARCELS A, B, C, D BEING MORE FULLY DESCRIBED IN LEASE, RECORDED IN RP 92 PAGE 413	87.71

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0010-001	F ROGER PAGE ET UX	SHELL OIL COMPANY	AL	ALABAMA	BALDWIN		48.96 ACRES , SECTION 2, T9S, R1E, BEING MORE FULLY DESC IN LEASE RECORDED IN RP 80, PAGE 1477	48.96
AL1238-0010-002	R R BEDWELL JR ET UX	SHELL OIL COMPANY	AL	ALABAMA	BALDWIN		48.96 ACRES , SECTION 2, T9S, R1E, BEING MORE FULLY DESC IN LEASE RECORDED IN RP 80, PAGE 1487	48.96
AL1238-0010-003	OCLLO G BOYKIN ET AL	FIRST ENERGY CORPORATION	AL	ALABAMA	BALDWIN		ALL OF THE MINERALS CONVEYED TO THE ESTATE OF FRANK W. BOYKIN; JOHN G BOYKIN; AND ROBERT BOYKIN, JR., BY GULF BEACH LAND & DEVELOPMENT COMPANY, INC, BY DEEDS RECORDED IN DEED BOOK 466, PAGES 658, 660 AND 662 OF THE RECORDS IN THE OFFICE OF THE PROBATE JUDGE OF BALDWIN COUNTY, ALABAMA AND WHICH PROPERTY IS LOCATED IN SECTIONS 1, 2,13,14,22,23,24,25 AND 26, TOWNSHIP 9 SOUTH, RANGE 1 EAST	75.17

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0011-000	STEVEN W SPELLMAN JR	WILLIAMS-JONES INC	AL	ALABAMA	BALDWIN		<p>TOWNSHIP 9 SOUTH, RANGE 1 EAST: SECTION 2: BEGINNING AT A POINT WHERE A PROJECTION OF THE EAST CONCRETE SEAWALL OF THE FORT MORGAN MILITARY RESERVATION MEETS THE MEAN LOW WATER OF MOBILE BAY; RUN THENCE SOUTH 00 DEGREES 01' 46" WEST A DISTANCE OF 60 FEET MORE OR LESS TO A BRASS MARKER IMBEDDED IN THE SEAWALL AND DESIGNATED "1912 USE 11"; CONTINUE THENCE SOUTH 00 DEGREES 01' 46" WEST A DISTANCE OF 437.00 FEET; RUN THENCE SOUTH 89 DEGREES 56' 43" EAST A DISTANCE OF 1102.58 FEET TO AN OLD CONCRETE MONUMENT; RUN THENCE NORTH 84 DEGREES 16' 33" EAST A DISTANCE OF 1943.93 FEET TO A CONCRETE MONUMENT DESIGNATED "PROPERTY CORNER K 1962", SAID MONUMENT BEING ON THE WEST LINE OF GULF BEACH FORT MORGAN SUBDIVISION, ACCORDING TO THE MAP OR PLAT RECORDED IN MAP BOOK 3, PAGE 26 OF THE PROBATE RECORDS OF BALDWIN COUNTY, ALABAMA, AND ALSO SHOWN ON MAP BOOK 1, PAGE 142 OF SAID PROBATE RECORDS; RUN THENCE NORTH 00 DEGREES 06' 05" EAST ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 174 FEET MORE OR LESS TO THE MEAN LOW WATER LINE OF MOBILE BAY; RUN THENCE IN A WESTERLY DIRECTION ALONG THE MEANDERS OF MOBILE BAY A DISTANCE OF 3300 FEET MORE OR LESS TO THE POINT OF BEGINNING.</p>	2

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0012-001	HUGH H WILLIAMSON ET UX	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	BALDWIN		T9S - R1W: SEC 2 ALL DEPTHS, METES & BOUNDS: PART OF LOT 53, GULF BEACH RE-SUBDIVISION "A" AS PER PLAT IN MAP BOOK 1, PAGE 140, RECORDED IN THE OFFICE OF JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA	0.16
AL1238-0012-002	RUSSEL H VANDEVELDE ET UX	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	BALDWIN		T9S - R1W: SEC 2 ALL DEPTHS, METES & BOUNDS: PART OF LOT 53, GULF BEACH RE-SUBDIVISION "A" AS PER PLAT IN MAP BOOK 1, PAGE 140, RECORDED IN THE OFFICE OF JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA	0.16
AL1238-0013-001	PALMETTO LAND & MINERAL TRUST 1974	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	BALDWIN		PARCELS 3, 4 AND 5 BEING MORE FULLY DESCRIBED IN LEASE RECORDED IN RP 342, PAGE 1953 BALDWIN CO, AL	25.42
AL1238-0013-002	MARVIN C ALTMAYER TESTMNTY TRUST	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	BALDWIN		PARCELS 3, 4 AND 5 BEING MORE FULLY DESCRIBED IN LEASE RECORDED IN RP 342, PAGE 1953 BALDWIN CO, AL	25.42
AL1238-0014-000	DAVID R COLEY JR ESTATE; D R COLEY III EXECUTOR	DOMINEX INC	AL	ALABAMA	BALDWIN		T9S, R1E; LOTS 59 AND 80 OF RE-SUBDIVISION A OF GULF BEACH, LOCATED IN PART OF SECTION 1 AND 2 OF THE AFORESAID TOWNSHIP AND RANGE AS PER MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 1, PAGE 142 OF THE RECORDS OF THE JUDGE OF THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA	4.71
AL1238-0015-001	JACQUELYN BOYKIN PARKS	PETRUS OIL COMPANY	AL	ALABAMA	BALDWIN		T9S, R3E, SEC: 2, LOTS 4-11, 14, & 19, GULF BEACH SUBD, FT MORGAN	24.84
AL1238-0015-002	FRANCES BOYKIN SMITH	PETRUS OIL COMPANY	AL	ALABAMA	BALDWIN		T9S, R3E, SEC: 2, LOTS 4-11, 14, & 19, GULF BEACH SUBD, FT MORGAN	24.84
AL1238-0015-003	SMITH BOYKIN TRUST ET AL	PETRUS OIL COMPANY	AL	ALABAMA	BALDWIN		T9S, R3E, SEC: 2, LOTS 4-11, 14, & 19, GULF BEACH SUBD, FT MORGAN	24.84

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0015-004	JAMES ROBERT BOYKIN SR	PETRUS OIL COMPANY	AL	ALABAMA	BALDWIN		T9S, R3E, SEC: 2, LOTS 4-11, 14, & 19, GULF BEACH SUBD, FT MORGAN	24.84
AL1238-0016-001	TRAVIS J RESTER ESTATE	DAN DUMONT	AL	ALABAMA	BALDWIN		ONE-HALF (1/2) OF THE OIL, GAS AND MINERALS AND RIGHTS TO MINERALS ACQUIRED BY T. J. RESTER, ALSO KNOWN AS TRAVIS J RESTER, BY THAT CERTAIN DEED FROM BOYKIN INVESTMENTS, INC TO T. J. RESTER, DATED OCTOBER 9, 1974 AND RECORDED IN BOOK 518, PAGE 847 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA, THE SAID INTEREST IN SAID OIL, GAS AND MINERALS AND RIGHTS TO MINERALS (TOGETHER WITH ANY ROYALTIES WHICH ARE NOT LEASED HEREBY) BEING DESCRIBED IN THE AFORESAID DEED FROM BOYKIN INVESTMENTS, INC TO T. J. RESTER AS: BEING MORE FULLY DESCRIBED IN LEASE RECORDED IN RP 98, PG 809	2961.02
AL1238-0016-002	HARRY H RIDDICK ET UX	DAN DUMONT	AL	ALABAMA	BALDWIN		SEE EXHIBIT A TO OIL & GAS LEASE RECORDED IN RP 90, PAGE 121	69.29
AL1238-0016-003	ALBERT W KEY AND ALICE CRAIG MURRAY KEY	DAN DUMONT	AL	ALABAMA	BALDWIN		69.29 ACS BEING MORE FULLY DESCRIBED IN LEASE RECORDED IN RP 90 PG 127 BALDWIN COUNTY, AL	69.29
AL1238-0016-004	DAVID A LANGNER	DAN DUMONT	AL	ALABAMA	BALDWIN		69.29 ACS IN T9S, R3E SEC 2 RECORDED IN RP 93 PG 602 BALDWIN COUNTY, AL	69.29
AL1238-0016-005	VIRGINIA E LANGNER	DAN DUMONT	AL	ALABAMA	BALDWIN		69.29 ACS BEING MORE FULLY DESCRIBED IN LEASE RECORDED IN RP 93 PG 596 BALDWIN COUNTY, AL	69.29

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0016-006	WILLIAM A ROBERTS, JR AND HELEN N ROBERTS	EARL HOLLINGSHEAD	AL	ALABAMA	BALDWIN		ANY INTEREST IN OIL, GAS OR OTHER MINERALS, AND RIGHTS TO MINERALS IN, ON OR UNDER LANDS CONSTITUTING AND BEING THAT PORTION OF THE FT. MORGAN PENINSULA IN BALDWIN COUNTY, ALABAMA, LYING WITHIN TOWNSHIP 9 SOUTH, RANGE 1 EAST AND TOWNSHIP 9 SOUTH, RANGE 2 EAST, TITLE TO WHICH BEING MORE FULLY DESCRIBED IN LEASE RECORDED IN RP 98 PG 1753 BALDWIN COUNTY, AL.	2961
AL1238-0017-000	STATE OF ALABAMA 347	MOBILE OIL CORPORATION	AL	ALABAMA	MOBILE/BALDWIN	AL SL 347	TRACT NO. 76, LOWER MOBILE BAY AREA, CONTAINING 5053 AC, MORE OR LESS, AS SHOWN ON PLAT STYLED "STATE OF ALABAMA CHART OF SUBMERGED STATE LAND, OIL LEASE TRACTS, LOWER MOBILE BAY AREA" PREPARED BY THE STATE OF ALABAMA, DEPARTMENT OF CONSERVATION, ENGINEERING SECTION, AND DATED MARCH, 1956	5053
AL1238-0018-000	STATE OF ALABAMA 348	MOBIL OIL CORPORATION	AL	ALABAMA	BALDWIN	STATE OF ALABAMA 0348	TRACT NO. 77, LOWER MOBILE BAY AREA, CONTAINING 5165 ACRES, MORE OR LESS, AS SHOWN ON PLAT STYLED "STATE OF ALABAMA CHART OF SUBMERGED STATE LAND, OIL LEASE TRACTS, LOWER MOBILE BAY AREA" PREPARED BY THE STATE OF ALABAMA, DEPARTMENT OF CONSERVATION, ENGINEERING SECTION, AND DATED MARCH, 1956.	3859

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0019-000	STATE OF ALABAMA 349	MOBILE OIL CORPORATION	AL	ALABAMA	BALDWIN, MOBILE	STATE OF ALABAMA SL 349	TRACT NO. 94, NORTHWEST GULF AREA, CONTAINING 5155 ACRES, MORE OR LESS, AS SHOWN ON PLAT STYLED "STATE OF ALABAMA CHART OF SUBMERGED STATE LAND, OIL LEASE TRACTS, NORTHWEST GULF AREA" PREPARED BY THE STATE OF ALABAMA, DEPARTMENT OF CONSERVATION, ENGINEERING SECTION, AND DATED MARCH, 1956.	5155
AL1238-0020-000	STATE OF ALABAMA 350	MOBILE OIL CORPORATION	AL	ALABAMA	BALDWIN	AL SL 350	TRACT NO. 95, NORTH CENTRAL GULF AREA, CONTAINING 4322 ACRES, MORE OR LESS, AS SHOWN ON PLAT STYLED "STATE OF ALABAMA CHART OF SUBMERGED STATE LAND, OIL LEASE TRACTS, NORTH CENTRAL GULF AREA: PREPARED BY THE STATE OF ALABAMA, DEPARTMENT OF CONSERVATION, ENGINEERING SECTION, AND DATED MARCH, 1956.	4322

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0021-000	TOWN OF DAUPHIN ISLAND, BY RESOLUTION. TRANSFER FROM DAUPHIN ISLAND PARK AND BEACH BOARD OF MOBILE COUNTY	MOBIL OIL CORPORATION	AL	ALABAMA	Mobile		PARCEL A: COMMENCING AT MONUMENT 20, WHICH IS LOCATED AT THE NORTH END OF THE BOUNDARY LINE BETWEEN WEST SURF BEACH AND BIENVILLE BEACH PARK, AS SHOWN ON THE PLAT ENTITLED "1953 SUBDIVISION OF DAUPHIN ISLAND, ALA" NOW ON FILE IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA, AND RUN THENCE NORTHWARDLY ALONG THE EAST BOUNDARY LINE OF BLOCK W-A-S TO THE SOUTH BOUNDARY LINE OF BLOCK W-C-S, THENCE RUN EASTWARDLY ALONG THE SOUTH BOUNDARY LINE OF W-C-S AND ACROSS PENSACOLA STREET, AND ALONG THE SOUTH BOUNDARY LINE OF BLOCK W-T TO MONUMENT 19, THENCE RUN NORTHWARDLY ALONG THE EAST BOUNDARY LINE OF BLOCK W-T TO THE SOUTH BOUNDARY LINE OF BIENVILLE BOULEVARD, THENCE RUN EASTWARDLY ALONG THE SOUTH BOUNDARY LINE OF BIENVILLE BOULEVARD TO THE WEST BOUNDARY LINE OF BLOCK W-L, THENCE RUN SOUTHWARDLY ALONG THE WEST BOUNDARY LINE OF BLOCK W-L TO MONUMENT 18, THENCE RUN EASTWARDLY TO MONUMENT 15, THENCE RUN SOUTHWARDLY TO MONUMENT 26, THENCE CONTINUE SOUTHWARDLY ON THE SAME COURSE TO THE GU	326
AL1238-0021-000	DAUPHIN ISLAND PARK & BEACH BOARD OF MOBILE COUNTY	MOBIL OIL CORPORATION	AL	ALABAMA	MOBILE		326 ACS IN MOBILE CO, AL. BEING FULLY DESCRIBED IN LEASE RECORDED IN RP 1928 PG 0035 MOBILE, AL	326

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0022-000	PATRICIA MCDONOUGH TURK, A WIDOW AND SOLE HEIR OF WALTER F TURK	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST, INC	AL	ALABAMA	Mobile		LOT 21 OF THE REVISION AND EXTENSION OF BLOCK E-U OF THE 1953 SUBDIVISION OF DAUPHIN ISLAND AS RECORDED IN MAP BOOK 6, PAGES 359 AND 360, IN THE OFFICIAL RECORDS OF THE JUDGE OF PROBATE, MOBILE CO, AL.	1
AL1238-0023-000	TED REBER, JR AND WIFE MARIE C REBER	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		LOT 22 OF THE REVISION AND EXTENSION OF BLOCK E-U OF THE 1953 SUBDIVISION OF DAUPHIN ISLAND AS RECORDED IN MAP BOOK 6, PAGES 359 AND 360, IN THE OFFICIAL RECORDS OF THE JUDGE OF PROBATE, MOBILE CO, AL.	1
AL1238-0024-000	CLYDE O COLLINS AND HIS WIFE, ANN P COLLINS	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC.	AL	ALABAMA	Mobile		LOT 2 OF BLOCK F OF THE COLONY COVE ADDITION NUMBER 2 TO THE 1953 SUBDIVISION OF DAUPHIN ISLAND AS RECORDED IN MAP BOOK 10, PAGE 282, IN THE OFFICIAL RECORDS OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.	1
AL1238-0025-000	ROY W PENNINGTON AND HIS WIFE, GRACE ELIZABETH PETERS PENNINGTON	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		PARCEL A: LOT TWENTY-NINE, BLOCK E-U, AS PER PLAT ENTITLED "REVISION AND EXENSION OF BLOCK E-U OF 1953 SUBDIVISION OF DAUPHIN ISLAND, ALA, "AS RECORDED IN THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, IN MAP BOOK 7, PAGES 1-21; SAID REVISED PLAT OF BLOCK E-U BEING RECORDED IN THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA, IN MAP BOOK 6, PAGE 359.	1.5
AL1238-0026-000	THOMAS E DICKINSON AND HIS WIFE, CLARA B E DICKINSON	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		LOT 26 OF BLOCK EU OF THE 1953 SUBDIVISION OF DAUPHIN ISLAND AS DEPICTED IN DRAWING RECORD IN MAP BOOK 7, PAGE 1-21 OF THE JUDGE OF PROBATE'S OFFICIAL RECORDS, MOBILE COUNTY, ALABAMA.	1

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0027-000	HORACE E TAYLOR AND HIS WIFE, NANCY R TAYLOR	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		LOT 28 OF BLOCK E-U OF THE REVISION AND EXTENSION OF BLOCK E-U OF THE 1953 SUBDIVISION OF DAUPHIN ISLAND AS DEPICTED IN DRAWING RECORDED IN MAP BOOK 6, PAGE 359 OF THE JUDGE OF PROBATE'S OFFICIAL RECORDS, MOBILE COUNTY, ALABAMA.	1
AL1238-0028-000	BELLE HAYS MOORE, A SINGLE WOMAN	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		LOT 23 OF BLOCK E-U OF THE 1953 SUBDIVISION OF DAUPHIN ISLAND AS DEPICTED IN DRAWING RECORDED IN MAP BOOK 7, PAGE 1-21 OF THE JUDGE OF PROBATE'S OFFICIAL RECORDS, MOBILE COUNTY, ALABAMA.	1
AL1238-0029-001	JOHN R COOK AND WIFE, LINDA B COOK	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		LOT 18 OF BLOCK EU OF THE 1953 SUBDIVISION OF DAUPHIN ISLAND AS DEPICTED IN DRAWING RECORDED IN MAP BOOK 7 PAGE 1-21 OF THE JUDGE OF PROBATE'S OFFICIAL RECORDS, MOBILE COUNTY, ALABAMA	0.36
AL1238-0029-002	ROBERT H HIGGONS	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		LOT 18 OF BLOCK EU OF THE 1953 SUBDIVISION OF DAUPHIN ISLAND AS DEPICTED IN DRAWING RECORDED IN MAP BOOK 7 PAGE 1-21 OF THE JUDGE OF PROBATE'S OFFICIAL RECORDS, MOBILE COUNTY, ALABAMA	0.36
AL1238-0029-003	WILLIAM D KIEHLE AND WIFE LINDA H KIEHLE	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		LOT 18 OF BLOCK EU OF THE 1953 SUBDIVISION OF DAUPHIN ISLAND AS DEPICTED IN DRAWING RECORDED IN MAP BOOK 7 PAGE 1-21 OF THE JUDGE OF PROBATE'S OFFICIAL RECORDS, MOBILE COUNTY, ALABAMA	0.36

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0030-000	GEORGE CAMMACK AND HIS WIFE MAUDE Z CAMMACK AND RUTH ZEWEW WIDOW OF ROGER ZEWEW	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		LOT 5 OF BLOCK F OF THE COLONY COVE ADDITION UNIT #2 OF DAUPHIN ISLAND AS DEPICTED IN DRAWING RECORDED IN MAP BOOK 10, PAGE 282 OF THE JUDGE OF PROBATE'S OFFICIAL RECORDS, MOBILE COUNTY, ALABAMA	1
AL1238-0031-000	MOBILE AREA CHAMBER OF COMMERCE, A CORPORATION	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		25 AC OUT OF THE 180 AC LEASE WITHIN TRACT 76, AS SHOWN ON PLAT STYLED "STATE OF ALABAMA CHART OF SUBMERGED STATE LAND, OIL LEASE TRACTS, LOWER MOBILE BAY AREA" PREPARED BY THE STATE OF ALABAMA, DEPARTMENT OF CONSERVATION, ENGINEERING SECTION, AND DATED MARCH, 1956.	25
AL1238-0032-000	JANICE L JOHNSON, A WIDOW	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		LOT 5 OF BLOCK G OF THE COLONY COVE ADDITION OF DAUPHIN ISLAND AS DEPICTED IN DRAWING RECORDED IN MAP BOOK 15, PAGE 85 OF THE JUDGE OF PROBATE'S OFFICIAL RECORDS, MOBILE COUNTY, ALABAMA	3
AL1238-0033-000	MARGARITE HALL NELSON	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		LOT 20 OF BLOCK E-U OF THE 1953 SUBDIVISION OF DAUPHIN ISLAND AS DEPICTED IN DRAWING RECORDED IN MAP BOOK 7, PAGE 1-21 OF THE JUDGE OF PROBATE'S OFFICIAL RECORDS, MOBILE COUNTY, ALABAMA	1

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0034-000	PILOTS SERVICE CORPORATION, A CORPORATION REPRESENTED HEREIN BY ITS PRESIDENT, DOUGLAS J MCCALL AND ITS SECRETARY JOHN H BARRETT	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		FOR A POINT OF REFERENCE COMMENCE AT THE CENTER OF A GRANITE MONUMENT, SAID MONUMENT BEING LOCATED 44.0 FEET DUE EAST OF THE SOUTHEAST CORNER OF LOT 29 ON THE NORTH LINE OF THE OLD MILITARY RESERVATION AS SHOWN ON MAP OF RECORD IN MAP BOOK 6, PAGES 359-360 OFFICE OF THE PROBATE JUDGE OF MOBILE COUNTY ALABAMA TITLED "REVISION AND EXTENSION OF BLOCK E-U TO 1953 SUBDIVISION OF DAUPHIN ISLAND, ALA.", RUN THENCE DUE EAST ALONG SAID NORTH LINE OF THE OLD MILITARY RESERVATION A DISTANCE OF 474.47 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF BIENVILLE BOULEVARD FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED, THENCE TURNING AN ANGLE OF 139 DEGREES, 57 MINUTES, 31 SECONDS TO THE LEFT TO A STRAIGHT LINE HAVING AN AZIMUTH OF 130 DEGREES, 02 MINUTES 29 SECONDS A DISTANCE OF 233.99 FEET ALONG THE EAST RIGHT OF WAY LINE OF BIENVILLE BOULEVARD TO A POINT, SAID POINT BEING THE POINT OF CURVE OF A 10 DEGREE, 00 MINUTE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 20 DEGREES, 25 MINUTES, 12 S	1
AL1238-0035-000	W C ROACH JR AND HIS WIFE BETTIE L ROACH	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		LOT 1 OF BLOCK F OF COLONY COVE ADDITION #2 OF DAUPHIN ISLAND AS DEPICTED IN DRAWING RECORDED IN MAP BOOK 10, PAGE 282 OF THE JUDGE OF PROBATE'S OFFICIAL RECORDS, MOBILE COUNTY, ALABAMA.	1

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0036-000	CHRIS C DELANEY AND WIFE, CLEO J DELANEY	SHELL OIL COMPANY	AL	ALABAMA	Mobile		SEE LEASE EXHIBIT A AND TRACT LEGAL DESCRIPTION FOR LANDS SUBJECT TO LEASE, DESCRIBED IN METES AND BOUNDS.	1989.28
AL1238-0037-001	THOMAS E WARNER AND HIS WIFE MARY GWENDOLYN WARNER	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		LOT 3 OF BLOCK F OF COLONY COVE ADDITION UNIT 2 OF THE 1953 SUBDIVISION OF DAUPHIN ISLAND AS DEPICTED IN DRAWING RECORDED IN MAP BOOK 10 PAGE 282 OF THE JUDGE OF PROBATE'S OFFICIAL RECORDS, MOBILE COUNTY, ALABAMA	0.22
AL1238-0037-002	HENRY C EDWARDS AND BETTY J EDWARDS, HUSBAND AND WIFE	MOBILE OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		LOT 3 OF BLOCK F OF COLONY COVE ADDITION UNIT 2 OF THE 1953 SUBDIVISION OF DAUPHIN ISLAND AS DEPICTED IN DRAWING RECORDED IN MAP BOOK 10 PAGE 282 OF THE JUDGE OF PROBATE'S OFFICIAL RECORDS, MOBILE COUNTY, ALABAMA	0.22
AL1238-0039-000	TOWN OF DAUPHIN ISLAND, BY RESOLUTION. TRANSFER FROM DAUPHIN ISLAND PARK AND BEACH BOARD OF MOBILE COUNTY, AN ENTITY CREATED BY VIRTUE OF CODE OF ALABAMA 1940, TITLE 12, 224-226.	SECURE ENERGY ASSOCIATES	AL	ALABAMA	Mobile		SEE LEASE EXHIBIT A AND BOLO TRACT DESCRIPTION FOR A DESCRIPTION OF LANDS COVERED BY LEASE	2.56
AL1238-0040-000	BRUISTER'S WELDING AND REPAIR SHOP INC	SECURE ENERGY ASSOCIATES	AL	ALABAMA	Mobile		LOT 6, BLOCK G, COLONY COVE ADDITION, UNIT NO. 2, TO 1953 SUBDIVISION OF DAUPHIN ISLAND, ALA, AS RECORDED IN MAP BOOK 10, PAGE 282, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.	0.68

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0041-000	LAZARUS J JOHNSON AND ROSE JOHNSON, HUSBAND AND WIFE	WATSON K WILLIAMS	AL	ALABAMA	Mobile		LOT 27, BLOCK E-U, AS PER PLAT ENTITLED "REVISION AND EXTENSION OF BLOCK E-U OF THE 1953 SUBDIVISION OF DAUPHIN ISLAND, ALA." AS RECORDED IN THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, IN MAP BOOK 7, PAGES 1-21; SAID REVISED PLAT OF BLOCK E-U, BEING RECORDED IN MAP BOOK 6, PAGE 359 OF SAID PROBATE COURT RECORDS.	0.31
AL1238-0042-000	ROBERT L HOUSTON AND ELEANOR HOUSTON, HUSBAND AND WIFE	WATSON K WILLIAMS	AL	ALABAMA	Mobile		LOT 19, BLOCK E-U, AS PER PLAT ENTITLED "REVISION AND EXTENSION OF BLOCK E-U OF THE 1953 SUBDIVISION OF DAUPHIN ISLAND, ALA" AS RECORDED IN THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, IN MAP BOOK 7 PAGES 1-21; SAID REVISED PLAT OF BLOCK E-U, BEING RECORDED IN MAP BOOK 6, PAGE 359 OF SAID PROBATE COURT RECORDS.	0.31
AL1238-0043-001	TOWN OF DAUPHIN ISLAND, BY RESOLUTION. TRANSFER FROM DAUPHIN ISLAND PARK AND BEACH BOARD, REPRESENTED HEREIN BY ELIZABETH GEBSEN, ITS CHAIRMAN AND MICHAEL H HENDERSON, ITS EXECUTIVE SECRETARY	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		LANDS DESCRIBED ON LEASE EXHIBIT A; RECORDED BOOK 3611, PAGE 695	2.11

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0043-002	THE MOBILE AREA CHAMBER OF COMMERCE FOUNDATION INC	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC	AL	ALABAMA	Mobile		ALL LAND WHICH IS SITUATED WITHIN THE EXTERIOR BOUNDARIES OF TRACT NO. 76 AS SHOWN ON MAP ENTITLED "STATE OF ALABAMA CHART OF SUBMERGED STATE LANDS OIL AND GAS LEASE TRACTS", DATED MAY 1984, PROJECT NO 2, 5-L-27, IN WHICH THE MOBILE AREA CHAMBER OF COMMERCE FOUNDATION INC HOLDS ANY RIGHT, TITLE OR INTEREST, LESS AND EXCEPT PROPERTY DESCRIBED IN MINERAL LEASE DATED OCTOBER 24, 1980 BETWEEN MOBILE AREA CHAMBER OF COMMERCE, A CORPORATION, AS LESSOR AND MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC. AS LESSEE FILED IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE CO, ALABAMA, IN REAL PROPERTY BOOK 2218 AT PAGE 119.	2.11
AL1238-0043-003	DAUPHIN ISLAND PROPERTY OWNERS ASSOCIATION	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC.	AL	ALABAMA	Mobile		IT BEING THE INTENT OF THE LESSOR AND LESSEE HEREIN THAT THIS LEASE COVER ALL LANDS BELONGING TO LESSOR WHICH LIE WITHIN THE BOUNDARIES OF ALABAMA STATE LEASE TRACT 76, AND THE UNIT BOUNDARIES OF MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC'S MARY ANN FIELD, WHICH ARE NOT COVERED AND INCLUDED BY, ANY OTHER EXISTING AND VALID OIL, GAS AND MINERAL LEASE.	2.11
AL1238-0044-000	BLM AL ES 35076	EXXON CORPORATION	AL	ALABAMA	Mobile	ES 35076	PARCEL NO. 10 - LOWER MOBILE BAY FIELD, MOBILE COUNTY, BLM/GSA ALABAMA, AS DESCRIBED BY METES AND BOUNDS DESCRIPTION ON LEASE ATTACHMENT A, AND CONTAINING 30.30 ACRES.	30.3

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0045-000	USA ALES-35077	EXXON CORPORATION	AL	ALABAMA	BALDWIN	ALES-35077	PARCEL NO. 11 - LOWER MOBILE BAY FIELD, BALDWIN COUNTY, ALABAMA, COAST GUARD, CONTAINING 60.70 AC AS DESCRIBED BY METES AND BOUNDS ON LEASE ATTACHMENT A.	60.7
AL1238-0046-000	COAST GUARD BLM ALES 38999	ANDERMAN/SMITH & CO. A COLORADO GENERAL PARTNERSHIP	AL	ALABAMA	Mobile	ES 38999	T9S, R1W ES-154, TR 1A AND TR 1B, AS SHOWN BY METES AND BOUNDS ON LEASE ATTACHMENT, AND CONTAINING 42.06 ACRES	42.06
AL1238-0100-000	STATE OF ALABAMA LEASE 534	EXXON CORPORATION	AL	ALABAMA	Mobile	STATE OF ALABAMA 534	TRACT 62, LOWER MOBILE BAY AREA, AS SHOWN ON PLAT ENTITLED "STATE OF ALABAMA CHART OF SUBMERGED STATE LAND, OIL LEASE TRACTS, WITHIN 3 MARINE MILES OF SHORELINE, DATED MARCH, 1956, REVISED SEPTMEBER, 1977, DEPARTMENT OF CONSERVATION, ENGINEERING SECTION, PROJECT NO. 2, 5-L-2"	5164
AL1238-0101-000	STATE OF ALABAMA LEASE 535	EXXON CORPORATION	AL	ALABAMA	Mobile	STATE OF ALABAMA 535	TRACT 63, LOWER MOBILE BAY AREA, AS SHOWN ON PLAT ENTITLED "STATE OF ALABAMA CHART OF SUBMERGED STATE LAND, OIL LEASE TRACTS, WITHIN 3 MARINE MILES OF SHORELINE, DATED MARCH, 1956, REVISED SEPTMEBER, 1977, DEPARTMENT OF CONSERVATION, ENGINEERING SECTION, PROJECT NO. 2, 5-L-2"	5164
AL1238-0102-000	STATE OF ALABAMA LEASE 613	EXXON CORPORATION	AL	ALABAMA	Mobile	STATE OF ALABAMA 613	TRACT 64 AS SHOWN ON PLAT ENTITLED "STATE OF ALABAMA CHART OF SUBMERGED STATE LANDS OIL LEASE TRACTS," DATED MAY, 1984, PROJECT NO. 2, 5-L-27	5165
AL1238-0104-000	STATE OF ALABAMA LEASE 615	EXXON CORPORATION	AL	ALABAMA	Mobile	STATE OF ALABAMA 615	TRACT 78: AS SHOWN ON PLAT ENTITLED "STATE OF ALABAMA CHART OF SUBMERGED STATE LANDS OIL LEASE TRACTS," DATED MAY, 1984, PROJECT NO. 2, 5-L-27	4980

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
AL1238-0105-000	STATE OF ALABAMA 625	EXXON CORPORATION ET AL	AL	ALABAMA	BALDWIN, MOBILE	STATE OF ALABAMA SL 625	TRACT NOS. 131 AS SHOWN ON PLAT ENTITLED "STATE OF ALABAMA CHART OF SUBMERGED LANDS OIL AND GAS LEASE	592.8
AL1238-0106-000	STATE OF ALABAMA LEASE 536	EXXON CORPORATION	AL	ALABAMA	Mobile	STATE OF ALABAMA 536	TRACT NO. 111, NORTHWEST GULF AREA, AS SHOWN ON PLAT ENTITLED "STATE OF ALABAMA CHART OF SUBMERGED STATE LAND, OIL LEASE TRACTS, WITHIN 3 MARINE MILES OF SHORELINE, DATED MARCH, 1956, REVISED SEPTEMBER, 1977, DEPARTMENT OF CONSERVATION, ENGINEERING SECTION, PROJECT NO. 2, 5-L-2"	1741
AL1238-0107-000	STATE OF ALABAMA LEASE 537	EXXON CORPORATION	AL	ALABAMA	Mobile	STATE OF ALABAMA 537	TRACT NO. 112, NORTHWEST GULF AREA, AS SHOWN ON PLAT ENTITLED "STATE OF ALABAMA" CHART OF SUBMERGED STATE LAND, OIL LEASE TRACTS WITHIN 3 MARINE MILES OF SHORELINE, DATED MARCH, 1956, REVISED SEPTEMBER, 1977, DEPARTMENT OF CONSERVATION, ENGINEERING SECTION, PROJECT NO 2, 5-L-2."	5004.42
AL1238-0108-000	STATE OF ALABAMA 624	EXXON CORPORATION AND LOUISIANA-HUNT PETROLEUM CORPORATION	AL	ALABAMA	MOBILE/BALDWIN	AL SL 624	TRACT 114, AS SHOWN ON PLAT ENTITLED "STATE OF ALABAMA CHART OF SUBMERGED STATE LANDS OIL AND GAS LEASE TRACTS," DATED MAY, 1984, PROJECT NO. 2, 5-L-27.	48707
L1035-001-000	STATE OF ALABAMA LEASE 531	SHELL OIL COMPANY (50%) AND AMOCO PRODUCTION COMPANY (50%)	AL	ALABAMA	Offshore	STATE OF ALABAMA LEASE 531	TRACT NO. 113, NORTHWEST GULF AREA, AS SHOWN ON PLAT ENTITLED "STATE OF ALABAMA CHART OF SUBMERGED STATE LAND, OIL LEASE TRACTS, WITHIN 3 MARINE MILES OF SHORELINE, DATED MARCH, 1956, REVISED SEPTEMBER, 1977, DEPARTMENT OF CONSERVATION, ENGINEERING SECTION, PROJECT NO. 2, 5-L-2", COVERING 5123 ACRES, MORE OR LESS, LESS	5123

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L1035-002-000	STATE OF ALABAMA LEASE 532	SHELL OIL COMPANY	AL	ALABAMA	Offshore	STATE OF ALABAMA LEASE 532	TRACT NO. 132, NORTHWEST GULF AREA, AS SHOWN ON PLAT ENTITLED 'STATE OF ALABAMA CHART OF SUBMERGED STATE LAND, OIL LEASE TRACTS, WITHIN 3 MARINE MILES OF SHORELINE, DATED MARCH, 1956, REVISED SEPTEMBER 1977, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, ENGINEERING SECTION, PROJECT NO. 2, 5-L-2,' AND THE SECOND OF WHICH IS DATED MAY, 1984, PROJECT NO. 2, 5-L-27, REVISED OCTOBER 31, 1990." "SAID LAND IS ESTIMATED TO COMPRISE 2,985 ACRES, WHETHER IT COMPRISES MORE OR LESS. HOWEVER, SHOULD IT SUBSEQUENTLY BE DETERMINED THAT LESSOR OWNS A GREATER INTEREST IN THE ABOVE DESCRIBED TRACT NO. 132 THAN 2,985 ACRES, THIS LEASE SHALL COVER AND INCLUDE SUCH GREATER INTEREST, IT BEING THE INTENT OF THE PARTIES HERETO THAT LESSOR CRANTS, LEASES AND LETS UNTO LESSEE ALL OF ITS INTEREST IN ABOVE DESCRIBED TRACT NO. 132.	2985

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L1035-003-000	USA COMPENSATORY ROYALTY AGREEMENT ES020A01-87R165, ONRR #889870165R	SHELL OFFSHORE INC AND AMOCO PRODUCTION CO	AL	ALABAMA	MOBILE	ES 020A01-87R165	A LIGHTHOUSE (SAND ISLAND) CONTAINING 0.6 ACRES, MORE OR LESS, WHICH IS UNLEASED LAND OF THE U.S, AND INCLUDED WITHIN THE BOUNDARIES OF FAIRWAY FIELD, ESTABLISHED BY STATE OIL AND GAS BOARD OF ALABAMA ORDER 86-280 DATED NOV 21, 1986, UNDERLAIN BY THE NORPHLET GAS POOL, AND COMPRISING TRACTS 113 AND 132, NW GULF AREA, AS SHOWN ON PLATS ENTITLED "STATE OF ALABAMA CHART OF SUBMERGED STATE LAND, OIL LEASE TRACTS, WITHIN 3 MARINE MILES OF SHORELINE" DATED MAR, 1956, REVISED SEPT, 1977, DEPT OF CONSERVATION, ENGINEERING SECTION, PROJECT NO. 2, 5-L-2, AND DATED MAY, 1984, PROJECT NO. 2, 5-L-27. SAID .6 ACRE TRACT IS ALSO INCLUDED WITHIN DRILLING AND DEVELOPMENT UNIT BY ORDERS 86-281 AND 86-282.	0.6
L1239-002-000	STATE OF ALABAMA LEASE 538	EXXON CORPORATION	AL	ALABAMA	MOBILE	STATE OF ALABAMA 0538	TRACT NO. 115, NORTH CENTRAL GULF AREA, AS SHOWN ON PLAT ENTITLED "STATE OF ALABAMA CHART OF SUBMERGED STATE LAND, OIL LEASE TRACTS, WITHING 3 MARINE MILES OF SHORELINE, DATED MARCH, 1956, REVISED SEPTEMBER, 1977, DEPARTMENT OF CONSERVATION, ENGINEERING SECTION, PROJECT NO.2, 5-L-2."	3372.69

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L1239-003-000	STATE OF ALABAMA LEASE 539	EXXON CORPORATION	AL	ALABAMA	MOBILE	STATE OF ALABAMA 0539	TRACT NO. 116, NORTH CENTRAL GULF AREA, AS SHOWN ON PLAT ENTITLED "STATE OF ALABAMA CHART OF SUBMERGED STATE LAND, OIL LEASE TRACTS, WITHING 3 MARINE MILES OF SHORELINE, DATED MARCH, 1956, REVISED SEPTEMBER, 1977, DEPARTMENT OF CONSERVATION, ENGINEERING SECTION, PROJECT NO.2, 5-L-2."	3295.48
L1159-001-000	UNITED STATE OF AMERICA	CONOCO, INC, PENNZOIL PRODUCING CO, AMERADA HESS CORP & SUN E&P CO	LA	AT	574	G08035	ALL OF BLOCK 574, ATWATER VALLEY, OCS OFFICIAL PROTRACTION DIAGRAM, NG 16-1.	5760
L1160-001-000	UNITED STATE OF AMERICA	CONOCO INC, PENNZOIL PRODUCING CO, AMERADA HESS CORP, SUN E&P CO	LA	AT	575	G08036	ALL OF BLOCK 575, ATWATER VALLEY, OCS OFFICIAL PROTRACTION DIAGRAM, NG 16-1.	5760
L1161-001-000	UNITED STATE OF AMERICA	SOHIO PETROLEUM CO & PETROFINA DELAWARE, INC	LA	AT	618	G08038	ALL OF BLOCK 618, ATWATER VALLEY, OCS OFFICIAL PROTRACTION DIAGRAM, NG 16-1.	5760
L0771-001-000	UNITED STATES OF AMERICA	CITIES SERVICE OIL COMPANY, SUN OIL COMPANY, SKELLY OIL COMPANY, GETTY OIL COMPANY	TX	BA	A133	G02665	ALL OF BLOCK A 133, BRAZOS AREA, SOUTH ADDITION, AS SHOWN ON OCS TEXAS LEASING MAP, TX5B.	5760
L0701-001-000	STATE OF LOUISIANA LEASE 1997	KERR MCGEE OIL INDUSTRIES, INC	LA	BS	20	STATE OF LOUISIANA 1997	W&T RETAINED DEEP RIGHTS 100' BELOW UVIG SAND 11,306 TO 11,170'	626.435
L0702-002-000	STATE OF LOUISIANA LEASE 1998	KERR MCGEE OIL INDUSTRIES, INC	LA	BS	21	STATE OF LOUISIANA 1998	W&T RETAINED DEEP RIGHTS 100' BELOW UVIG SAND 11,306 TO 11,170'	3214.378

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W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L0703-001-000	STATE OF LOUISIANA LEASE 2326	KERR MCGEE OIL INDUSTRIES, INC	LA	BS	22	STATE OF LOUISIANA 2326	W&T RETAINED DEEP RIGHTS 100' BELOW UVIG SAND 11,306 TO 11,170'	3329.7
L0705-001-000	STATE OF LOUISIANA LEASE 1999	KERR MCGEE OIL INDUSTRIES, INC	LA	BS	28	STATE OF LOUISIANA 1999	W&T RETAINED DEEP RIGHTS 100' BELOW UVIG SAND 11,306 TO 11,170'	4223.338
L0706-001-000	STATE OF LOUISIANA LEASE 2000	KERR MCGEE OIL INDUSTRIES, INC	LA	BS	29	STATE OF LOUISIANA 2000	W&T RETAINED DEEP RIGHTS 100' BELOW UVIG SAND 11,306 TO 11,170'	3538.618
L1271-002-000	UNITED STATES OF AMERICA	LLOG EXPLORATION OFFSHORE, INC.	LA	BS	25	G31442	THAT PORTION OF BLOCK 25, BRETON SOUND AREA, OCS LEASING MAP. LOUISIANA MAP NO. 10B, SEAWARD OF THE 1975 SUPREME COURT DECREE LINE SPECIFICALLLY DESCRIBED IN THE FOLLOWING OCS BLOCK DIAGRAM.	2078.79
L0199-001-000	UNITED STATE OF AMERICA	SUN OIL COMPANY	LA	EC	338	G02063	5,000 ACRES BEING ALL OF BLOCK 338, EAST CAMERON AREA, SOUTH ADDITION, OFFICIAL LEASING MAP, LOUISIANA MAP NO. 2A	5000
L0249-001-000	UNITED STATE OF AMERICA	EP OPERATING LTD PARTNERSHIP	LA	EC	349	G14385	ALL OF BLOCK 349, EAST CAMERON AREA, SOUTH ADDITION, INsofar AS LEASE COVERS OPERATING RIGHTS FROM SURFACE DOWN TO STRATIGRAPHIC EQUIVALENT OF THE DEEPEST PRODUCTIVE RESERVOIR DISCOVERED IN THE FIELD, WHICH IS DEFINED AS THE BASE OF THE LENTIC SAND AS SEEN IN THE OCS-G 15157 NO. A-5 ON THE CDR TVD LOG AT 9,296'TVD.	5000
L0305-001-000	UNITED STATE OF AMERICA	MARATHON OIL CO	LA	EC	321	G02061	5,000 ACRES, ALL OF BLOCK 321, EAST CAMERON AREA, SOUTH ADDITION, OFFICIAL LEASING MAP, LOUISIANA MAP NO. 2A	5000

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W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L0407-002-000	UNITED STATES OF AMERICA	W&T OFFSHORE, INC.	LA	EI	371	G37443	ALL OF BLOCK 371, EUGENE ISLAND AREA, SOUTH ADDITION, OCS LEASING MAP, LOUISIANA MAP NO. 4A.	5000
L0880-001-000	UNITED STATE OF AMERICA	REMINGTON OIL & GAS CORP.	LA	EI	302	G21642	ALL OF BLOCK 302, EUGENE ISLAND AREA, SOUTH ADDITION, LIMITED AS TO THOSE DEPTHS FROM 11,500'TVD THROUGH 50,000'TVD BELOW THE SURFACE OF THE EARTH.	5000
L0902-001-000	UNITED STATE OF AMERICA	UNION OIL CO OF CALIFORNIA	LA	EI	276	G00989	ALL OF BLOCK 276, EUGENE ISLAND AREA, SOUTH ADDITION OCS LEASING MAP LOUISIANA MAP NO. 4-A LIMITED TO THOSE DEPTHS BELOW 13,000' TVD BELOW THE SURFACE OF THE EARTH.	5000
L1247-001-000	UNITED STATES OF AMERICA	W & T OFFSHORE, INC.	LA	EI	389	G36941	ALL OF BLOCK 389, EUGENE ISLAND AREA, SOUTH ADDITION, OCS LEASING MAP, LOUISIANA MAP NO. 4A.	5000
L1269-001-000	UNITED STATES OF AMERICA	W & T OFFSHORE, INC.	LA	EI	385	G37177	ALL OF BLOCK 385, EUGENE ISLAND AREA, SOUTH ADDITION, OCS LEASING MAP, LOUISIANA MAP NO. 4A.	5000
L1270-001-000	UNITED STATES OF AMERICA	W&T OFFSHORE, INC.	LA	EI	387	G37444	ALL OF BLOCK 387, EUGENE ISLAND AREA, SOUTH ADDITION, OCS LEASING MAP, LOUISIANA MAP NO. 4A.	5000
L1281-001-000	UNITED STATES OF AMERICA	CHEVRON OIL COMPANY	LA	EI	64	G01865	BLK 64, N/2, EUGENE ISLAND AREA, OFFICIAL LEASING MAP, LOUISIANA MAP NO 4	2500
L0327-001-000	UNITED STATE OF AMERICA	MOBIL OIL EXPLORATION & PRODUCTION SOUTHEAST INC	LA	EW	944/988	G05809	ALL OF BLOCKS 944 AND 988, EWING BANK AREA, OCS OFFICIAL PROTRACTION DIAGRAM, NH 15-12, CONTAINING 4974.36 ACRES.	4974.36
L0716-001-000	UNITED STATES OF AMERICA	PETROBRAS AMERICA INC	LA	EW	910	G13079	ALL OF BLOCK 910, EWING BANK, OCS OFFICIAL PROTRACTION DIAGRAM, NH 15-12	1391.68
L0717-001-000	UNITED STATES OF AMERICA	LL&E C/O BURLINGTON RESOURCES	LA	EW	954	G13081	ALL OF BLOCK 954, EWING BANK, AS SHOWN ON OCS OFFICIAL PROTRACTION DIAGRAM, NH15-12.	5760

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W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L1248-001-000	UNITED STATES OF AMERICA	W & T OFFSHORE, INC.	LA	EW	979	G36952	ALL OF BLOCK 979, EWING BANK, OCS OFFICIAL PROTRACTION DIAGRAM, NH 15-12	3813.37
L1061-001-000	UNITED STATES OF AMERICA	NEWFIELD EXPLORATION COMPANY	LA	GB	258	G27632	ALL OF BLOCK 258, GARDEN BANKS, OCS OFFICIAL PROTRACTION DIAGRAM, NG 15-02.	5760
L1243-001-000	UNITED STATE OF AMERICA	CONOCO, INC.	LA	GB	783	G11573	ALL OF BLOCK 783, GARDEN BANKS, OCS OFFICIAL PROTRACTION DIAGRAM, NG 15-2.	5760
L1244-001-000	UNITED STATE OF AMERICA	CONOCO, INC.	LA	GB	784	G11574	ALL OF BLOCK 784, GARDEN BANKS, OFFICIAL PROTRACTION DIAGRAM, NG15-2.	5760
L1245-001-000	UNITED STATES OF AMERICA	W & T OFFSHORE, INC.	LA	GB	782	G36893	ALL OF BLOCK 782, GARDEN BANKS, OCS OFFICIAL PROTRACTION DIAGRAM, NG 15-02.	5760
L1146-001-000	UNITED STATE OF AMERICA	HUNT PETROLEUM CORPORATION, HI PRODUCTION COMPANY, INC., OPUBCO RESOURCES, INC., AND EP OPERATING COMPANY	LA	GC	297	G08876	BLOCK 297, GREEN CANYON, OCS OFFICIAL PROTRACTION DIAGRAM, NG 15-3, INsofar AND ONLY INsofar AS THE ZONES BELOW 14,000' SS DOWN TO 100,000' SS IN THE SW1/4.	1440
L1198-001-000	UNITED STATE OF AMERICA	EXXON MOBIL CORPORATION	LA	GC	859	G24194	ALL OF BLOCK 859, GREEN CANYON, AS SHOWN ON OCS OFFICIAL PROTRACTION DIAGRAM, NG 15-03.	5760
L1199-001-000	UNITED STATE OF AMERICA	EXXON MOBIL CORPORATION	LA	GC	903	G24197	ALL OF BLOCK 903, GREEN CANYON, AS SHOWN ON OCS OFFICIAL PROTRACTION DIAGRAM, NG 15-03.	5760
L0330-001-000	UNITED STATE OF AMERICA	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC. 50%; DIAMOND SHAMROCK CORPORATION 25%; MONSANTO COMPANY 25%	LA	GC	18	G04940	5760 ACRES BEING ALL OF BLOCK 18, GREEN CANYON, AS SHOWN ON OCS OFFICIAL PROTRACTION DIAGRAM, NG 15-3	5760

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W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L1025-001-000	UNITED STATES OF AMERICA	SHELL OFFSHORE INC	LA	GC	244	G11043	ALL OF BLOCK 244, GREEN CANYON, OCS PROTRACTION DIAGRAM, NG 15-3, CONTAINING 5,760.00 ACRES, INsofar AND ONLY INsofar AS SUCH LEASE COVERS THOSE DEPTHS FROM 16,000 FEET TVD SUBSEA DOWN TO 24,000 FEET TVD SUBSEA. ORRI INTEREST ONLY	0
L0999-001-000	UNITED STATES OF AMERICA	W & T OFFSHORE, INC.	LA	GI	108	G32231	ALL OF BLOCK 108, GRAND ISLE AREA, SOUTH ADDITION, OCS LEASING MAP, LOUISIANA MAP NO. 7A.	4539.89
L0654-001-000	STATE OF TEXAS LEASE M-106410	WALTER OIL & GAS CORPORATION	TX	HI	24L	STATE OF TEXAS M-106410	S2 SW4 OF TRACT 24-L, GULF OF MEXICO, JEFFERSON COUNTY, TEXAS, CONTAINING APPROXIMATELY 720 ACRES AS SHOWN ON THE OFFICIAL MAP OF THE GULF OF MEXICO NOW ON FILE IN THE TEXAS GENERAL LAND OFFICE, AUSTIN, TEXAS.	720
L0654-002-000	STATE OF TEXAS LEASE M-107044	WALTER OIL & GAS CORPORATION	TX	HI	24L	STATE OF TEXAS M-107044	NORTH ONE-HALF OF THE SOUTHWEST QUARTER (N/2 SW/4) OF TRACT 24-L, GULF OF MEXICO, JEFFERSON COUNTY, TEXAS, CONTAINING APPROXIMATELY 720 ACRES AS SHOWN ON THE OFFICIAL MAP OF THE GULF OF MEXICO NOW ON FILE IN THE TEXAS GENERAL LAND OFFICE, AUSTIN, TEXAS	720
L0724-001-000	UNITED STATES OF AMERICA	KERR MCGEE CORPORATION, SAMEDAN OIL CORPORATION	TX	HI	22	G05006	THAT PORTION OF BLOCK 22, HIGH ISLAND AREA, TEXAS MAP NO. 7, SEAWARD OF THE THREE MARINE LEAGUE LINE.	1735
L0725-001-000	UNITED STATES OF AMERICA	SUN OPERATING LIMITED PARTNERSHIP	TX	HI	A379	G13808	ALL OF BLOCK A-379, HIGH ISLAND AREA, EAST ADDITION, SOUTH EXTENSION, OCS LEASING MAP, TEXAS NO. 7C.	5760

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W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L0726-001-000	UNITED STATES OF AMERICA	SUN OIL COMPANY	TX	HI	A384	G03316	ALL OF BLOCK A384 HIGH ISLAND AREA, EAST ADDITION, SOUTH EXTENSION, OCS LEASING MAP, TEXAS MAP NO 7C.	5760
L0727-001-000	UNITED STATES OF AMERICA	SUN OPERATING LIMITED PARTNERSHIP, UNION EXPLORATION PARTNERS, LTD.	TX	HI	A385	G10311	ALL OF BLOCK A 385, HIGH ISLAND AREA, EAST ADDITION, SOUTH EXTENSION, OCS LEASING MAP, TEXAS MAP NO. 7C.	5760
L0728-001-000	UNITED STATES OF AMERICA	SUN OPERATING LIMITED PARTNERSHIP	TX	HI	A397	G13809	N/2 OF BLOCK A-397, HIGH ISLAND AREA, EAST ADDITION, SOUTH EXTENSION, OCS LEASING MAP, TEXAS MAP NO. 7C.	5760
L0905-001-000	UNITED STATE OF AMERICA	SUN OPERATING LIMITED PARTNERSHIP	LA	HI	A378	G13807	ALL OF BLOCK A 378, HIGH ISLAND AREA, EAST ADDITION, SOUTH EXTENSION, OCS TEXAS LEASING MAP, TX7C.	5760
L1021-001-000	UNITED STATES OF AMERICA	KERR-MCGEE OIL & GAS CORPORATION	TX	HI	21	G32744	HAT PORTION OF BLOCK 21, HIGH ISLAND AREA, OCS LEASING MAP, TEXAS MAP NO. 7, SEAWARD OF THE 3 MARINE LEAGUE LINE AS SPECIFICALLY DESCRIBED.	3451.35
L0183-001-000	STATE OF LOUISIANA LEASE 1277	THE CALIFORNIA COMPANY	LA	LOUISIANA	PLAQUEMINES	STATE OF LOUISIANA 1277	E/2 OF MP 68 LIMITED TO DEPTHS BELOW 11,500' AS TO ACREAGE SOUTH OF THE DEPTH LIMIT LINE DEPTH LIMITE LINE AND E/2 OF MP 68 LIMITED TO DEPTHS BELOW 9000' AS TO ACREAGE NORTH OF THE DEPTH LIMIT LINE DEPTH LIMITE LINE : CERTAIN LINE WHICH BEGINS AT A POINT ON THE WEST LINE OF SL-1354, COORDINATES X=2,719,640 AND Y= 223,372, AND THENCE EXTENDS EAST AND TERMINATES AT A POINT ON THE EAST LINE OF SL-1278, COORDINATES X=2,740,710 AND Y= 223,372. ALL COORDINATES REFER TO THE LOUISIANA LAMBERT SYSTEM = SOUTH ZONE (NAD 27).	2187.42

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W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L0183-004-000	STATE OF LOUISIANA LEASE 1353 Q2 SU	SHELL OIL COMPANY INC	LA	LOUISIANA	PLAQUEMINES	STATE OF LOUISIANA 1353	1,0371.78 ACRE Q2 SAND UNIT COMPRISING PORTIONS OF STATE LEASE NOS. 1353, 1354, 1357, 1359 AND 3508. STATE LEASE 1353 ACTUALLY LOCATED IN MAIN PASS 67.	0
L0183-005-000	STATE OF LOUISIANA LEASE 1354	THE CALIFORNIA COMPANY	LA	LOUISIANA	PLAQUEMINES	STATE OF LOUISIANA 1354	RETAINED AREA OF STATE LEASE NO. 1354 BLOCK 68, MAIN PASS AREA, REVISED, PLAQUEMINES PARISH, LOUISIANA	1367.16
L0859-001-000	STATE OF LOUISIANA 4574	PHILLIPS PETROLEUM COMPANY	LA	LOUISIANA	PLAQUEMINES	STATE OF LOUISIANA 4574	INSOFAR AND ONLY INSOFAR AS SUCH LEASE COVERS AND AFFECTS ALL DEPTHS BELOW 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE UVIG SAND, BS BLOCK 36 FIELD DEFINED AS THAT SAND ENCOUNTERED BETWEEN THE DEPTHS OF 11,170' AND 11,306' IN THE W&T OFFSHORE SL 1230 NO. 8 WELL.	1861.63
L1185-001-000	STATE OF LOUISIANA	THE CALIFORNIA COMPANY	LA	LOUISIANA	PLAQUEMINES	STATE OF LOUISIANA 02125	PORTION OF TRACT 5043 CONTAINING APPROXIMATELY 974 ACRES DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 5043; THENCE GRID NORTH ALONG THE MOST WESTERLY BOUNDARY OF SAID TRACT A DISTANCE OF 5750 FEET; THENCE GRID EAST A DISTANCE OF 7375 FEET; THENCE GRID SOUTH A DISTANCE OF 5750 FEET; THENCE GRID WEST A DISTANCE OF 7375 FEET TO THE POINT OF BEGINNING. *PARTIAL RELEASE DATED 1/11/72 RELEASED 584.86 ACRES, RECORDED IN BK 377, FOLIO 166, PLAQUEMINES PARISH, LA, 389.14 ACRES RETAINED, BEING LOCATED IN BLOCK 31.	389.14

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W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L1186-001-000	STATE OF LOUISIANA	THE CALIFORNIA COMPANY	LA	LOUISIANA	PLAQUEMINES	STATE OF LOUISIANA 01958	TRACT 4776: PLAQUEMINES PARISH, LOUISIANA, ALL OF THE PREMISES BELONGING TO THE STATE OF LA WITHIN THE FOLLOWING DESCRIBED BOUNDARIES, TO-WIT: BEGINNING AT A POINT WHICH IS 59,985.09' SOUTH OF & 19,549.81' EAST OF US COAST & GEODETIC SURVEY TRIANGULATION STATION "MOZAM 1934"; THENCE NORTH 14,750'; THENCE EAST 14,750', THENCE SOUTH 14,750'; THENCE WEST 14,750' TO THE POINT OF BEGINNING, CONTAINING 4994.55 ACRES, M/L. *** PARTIAL RELEASES WERE DATED 03/29/79, 04/09/99 & 09/29/00 WHICH RELEASED 1,677.46 ACRES, 827 ACRES & 983.262 ACRES RESPECTIVELY, LEAVING 1,506.828 ACRES, ALL IN BLOCK 32, AS DEPICTED ON PLAT ATTACHED TO 09/29/00 RELEASE.	1506.828
L1271-001-000	STATE OF LOUISIANA 19718	ROBERT A SCHROEDER, INC	LA	LOUISIANA	PLAQUEMINES	STATE OF LOUISIANA 19718	PORTION OF TRACT 39932 - PORTION OF BLOCK 25, BRETON SOUND AREA, PLAQUEMINES PARISH, LOUISIANA, CONTAINING APPROXIMATELY 425.25 ACRES, LESS AND EXCEPT 271.70 ACRES RELEASED BY PARTIAL RELEASE, RETAINING 153.55 ACRES, RECORDED 09/14/16, BOOK 1364, PAGE 891, FILE NO. 2016-00003746,	153.55
L1272-001-000	STATE OF LOUISIANA 15683	STEPHEN M JENKINS AND ASSOCIATES, INC.	LA	LOUISIANA	PLAQUEMINES	STATE OF LOUISIANA 15683	ENTIRE TRACT 29848 BEING DESCRIBED AS FOLLOWS: PORTION OF BLOCK 45, BRETON SOUND AREA, PLAQUEMINES PARISH, LOUISIANA ORIGINALLY CONTAINING 391.70 ACRES (SEE LEASE)	46.82

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L1273-001-000	STATE OF LOUISIANA 17675	CENTURY EXPLORATION COMPANY	LA	LOUISIANA	PLAQUEMINES	STATE OF LOUISIANA 17675	PORTION OF TRACT 35098 - PORTION OF BLOCK 52, BRETON SOUND AREA, PLAQUEMINES PARISH, LOUISIANA,	207.26
L1273-002-000	STATE OF LOUISIANA 17860	FLEETWOOD RESOURCES INC	LA	LOUISIANA	PLAQUEMINES	STATE OF LOUISIANA 17860	PORTION OF TRACT 35576 - PORTION OF BLOCK 52 BRTON SOUND AREA, PLAQUEMINES PARISH, LOUISIANA.	387.59
L0482-001-000	UNITED STATES OF AMERICA	AMOCO PROD. CO., ET AL	LA	MC	150	G02642	ALL OF BLOCK 150, MISSISSIPPI CANYON, AS SHOWN ON OCS OFFICIAL PROTRACTION DIAGRAM, NH16-10.	5397.37
L1015-001-000	UNITED STATES OF AMERICA	ELF EXPLORATION INC	LA	MC	243	G19931	ALL OF BLOCK 243, MISSISSIPPI CANYON, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-10.	5760
L1042-001-000	UNITED STATES OF AMERICA	PETROBRAS AMERICA INC	LA	MC	698	G28022	ALL OF BLOCK 698, MISSISSIPPI CANYON, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-10.	5760
L1052-001-000	UNITED STATES OF AMERICA	UNION PACIFIC RESOURCES COMPANY	LA	MC	800	G18292	ALL OF BLOCK 800, MISSISSIPPI CANYON, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-10.	5760
L1117-001-000	UNITED STATES OF AMERICA	ECOPETROL AMERICA INC	LA	MC	524	G33161	ALL OF BLOCK 524, MISSISSIPPI CANYON, AS SHOWN ON OCS OFFICIAL PROTRACTION DIAGRAM, NH16-10 FROM THE SURFACE TO 18,000' SSTVD.	5760
L1135-001-000	UNITED STATES OF AMERICA	HOUSTON ENERGY LP AND RED WILLOW OFFSHORE LLC	LA	MC	697	G28021	EFFECTIVE 03/29/2011 12:00:00 AM. SE1/4SE1/4; E1/2NE1/4SE1/4 OF BLOCK 697, MISSISSIPPI CANYON, AS SHOWN ON OCS OFFICIAL PROTRACTION DIAGRAM, NH16-10. (SEE X-Y DATA)	540
L1137-001-000	UNITED STATES OF AMERICA	NOBLE ENERGY INC	LA	MC	742	G32343	ALL OF BLOCK 524, MISSISSIPPI CANYON, AS SHOWN ON OCS OFFICIAL PROTRACTION DIAGRAM, NH16-10 FROM THE SURFACE TO 18,000' SSTVD.	1440
L1144-001-000	UNITED STATES OF AMERICA	NOBLE ENERGY, INC.	LA	MC	782	G33757	ALL OF BLOCK 782, MISSISSIPPI CANYON, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-10.	5760

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W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L1149-001-000	UNITED STATES OF AMERICA	CALLON PETROLEUM OPERATING COMPANY AND MURPHY EXPLORATION & PRODUCTION COMPANY	LA	MC	538	G16614	N1/2N1/2 AND S1/2N1/2; S1/2 OF BLOCK 538, MISSISSIPPI CANYON, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-10.	5760
L1150-001-000	UNITED STATES OF AMERICA	CALLON PETROLEUM OPERATING COMPANY AND MURPHY EXPLORATION & PRODUCTION COMPANY	LA	MC	582	G16623	ALL OF BLOCK 582, MISSISSIPPI CANYON, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-10.	5760
L1151-001-000	UNITED STATE OF AMERICA	CHEVRON U.S.A. INC. AND TEXACO EXPLORATION AND PRODUCTION INC.	LA	MC	772	G16647	ALL OF BLOCK 772, MISSISSIPPI CANYON, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-10.	5760
L1173-001-000	UNITED STATE OF AMERICA	MARATHON OIL CO & WOODSIDE ENERGY (USA) INC	LA	MC	993	G24134	ALL OF BLOCK 993, MISSISSIPPI CANYON, AS SHOWN ON OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-10.	2880
L0490-001-000	UNITED STATES OF AMERICA	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC. ET AL	AL	MO	778_822	G05056	THAT PORTION OF BLOCK 778 AND 822, OCS OFFICIAL PROTRACTION DIAGRAM, MOBILE NH 16-4, WHICH IS MORE THAN THREE GEOGRAPHICAL MILES SEAWARD FROM THE LOW WATER LINE OFF THE COAST OF MISSISSIPPI AND/OR ALABAMA. (SEE XY DATA)	5323.58
L0492-001-000	UNITED STATES OF AMERICA	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC. ET AL	AL	MO	779_823_824	G05057	PORTION OF BLOCKS 779, 823 AND 824, MOBILE AREA, OCS OFFICIAL PROTRACTION DIAGRAM, MOBILE NH 16-4, WHICH IS MORE THAN THREE GEOGRAPHICAL MILES SEAWARD FROM THE LOW WATER LINE OFF THE COAST OF MISSISSIPPI AND/OR ALABAMA. (SEE XY DATA)	5585.08

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L1234-001-000	UNITED STATE OF AMERICA	EXXON CORPORATION	AL	MO	868	G05067	THAT PORTION OF BLOCK 868, OCS OFFICIAL PROTRACTION DIAGRAM, MOBILE NH 16-4, WHICH IS MORE THAN THREE GEOGRAPHICAL MILES SEAWARD FROM THE LOW WATER LINE OFF THE COAST OF MISSISSIPPI AND/OR ALABAMA. (SEE XY DATA)	5687.34
L1235-001-000	UNITED STATE OF AMERICA	GETTY OIL, PENNZOIL OIL & GAS, INC., CONOCO INC.	AL	MO	869	G06848	THAT PORTION OF BLOCK 869, MOBILE, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-4, INCLUDED WITHIN THE FOLLOWING DESCRIBED AREA: THE FOLLOWING COORDINATES REFER TO THE UNIVERSAL TRANSVERSE MERCATOR GRID SYSTEM, ZONE 16 WITH X ORIGIN = 1,640,416.67 FEET (500,000 INTERNATIONAL METERS) AT 87 DEGREES WEST LONGITUDE, AND Y ORIGIN = 0 FEET AT 0 DEGREES LATITUDE: [SEE XY DATA]	4503.26
L1236-001-000	UNITED STATE OF AMERICA	DEVON ENERGY PRODUCTION COMPANY, L.P.	AL	MO	826	G26176	THAT PORTION OF BLOCK 826, MOBILE, OCS OFFICIAL PROTRACTION DIAGRAM NH16-4, SEAWARD OF THE 1975 SUPREME COURT DECREE LINE SPECIFICALLY DESCRIBED IN THE FOLLOWING OCS BLOCK DIAGRAM. (SEE XY DATA)	1429.6356
L1239-001-000	UNITED STATE OF AMERICA	EXXON CORPORATION	AL	MO	827	G05060	THAT PORTION OF BLOCK 827, OCS OFFICIAL PROTRACTION DIAGRAM, MOBILE NH16-4, WHICH IS MORE THAN THREE GEOGRAPHICAL MILES SEAWARD FROM THE LOW WATER LINE OFF THE COAST OF MISSISSIPPI AND/OR ALABAMA. (SEE XY DATA)	3173.95

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L1240-001-000	UNITED STATE OF AMERICA	EXXON CORPORATION	AL	MO	828	G06843	THAT PORTION OF BLOCK 828, MOBILE, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-4, INCLUDED WITHIN THE FOLLOWING DESCRIBED AREA: THE FOLLOWING COORDINATES DESCRIBE THE BOUNDARY OF THE AREA INCLUDED IN THIS LEASE. THE COORDINATES REFER TO THE UNIVERSAL TRANSVERSE MERCATOR GRID SYSTEM, ZONE 16, WITH X ORIGIN = 1,640,416.67 (500,000 INTERNATIONAL METERS) AT 87 DEGREES WEST LONGITUDE, AND Y ORIGIN = 0 FEET AT 0 DEGREES LATITUDE: (SEE XY DATA)	3089.81
L1285-001-000	UNITED STATES OF AMERICA	UNION OIL COMPANY OF CALIFORNIA	MS	MO	904	G05749	ALL OF BLK 904, MOBILE, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-4	5760
L1286-001-000	UNITED STATES OF AMERICA	UNION OIL COMPANY OF CALIFORNIA	MS	MO	905	G05252	ALL OF BLK 905, MOBILE, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-4	5760
L1287-001-000	UNITED STATES OF AMERICA	GETTY OIL COMPANY ET AL	AL	MO	872	G06850	ALL OF BLK 872, MOBILE, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-4	5760
L1288-001-000	UNITED STATES OF AMERICA	CHEVRON USA INC ET AL	AL	MO	916	G05753	ALL OF BLK 916, MOBILE, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-4	5760
L1289-001-000	UNITED STATES OF AMERICA	CHEVRON USA INC ET AL	AL	MO	917	G05754	ALL OF BLK 917, MOBILE, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-4	5760
L1290-001-000	UNITED STATES OF AMERICA	CHEVRON USA INC ET AL	AL	MO	918	G12114	ALL OF BLK 918, MOBILE, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-4	5760
L1291-001-000	UNITED STATES OF AMERICA	CHEVRON USA INC ET AL	AL	MO	961	G05761	ALL OF BLK 961, MOBILE, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-4	5760

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L0181-002-000	STATE OF LOUISIANA LEASE 1278	THE CALIFORNIA COMPANY	LA	MP	69	STATE OF LOUISIANA 1278	INSOFAR AND ONLY INSOFAR AS TO THAT PORTION OF SL 1278 AS OUTLINE D IN RED ON PLAT ATTACHED AND ONLY AS TO ALL DEPTHS BELOW A TRUE VERTICAL DEPTH OF 9000' BELOW THE EARTH'S SURFACE FOR SUCH LEASE ACREAGE LOCATED ABOVE THE DEPTH LIMIT LINE AS SHOWN ON SAID PLAT AND ONLY AS TO ALL DEPTHS BELOW A TRUE VERTICAL DEPTH OF 11500' BELOW THE EARTH'S SURFACE FOR SUCH LEASE ACREAGE LOCATED BELOW THE DEPTH LIMIT LINE AS SHOWN ON SAID PLAT	2026.33
L0488-001-000	UNITED STATES OF AMERICA	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC.	LA	MP	283	G13662	ALL OF BLOCK 283, MAIL PASS AREA, SOUTH AND EAST ADDITION, OCS LEASING MAP, LOUISIANA MAP NO. 10A.	4560.81
L0498-001-000	UNITED STATES OF AMERICA	W & T OFFSHORE, INC.	LA	MP	279	G26168	ALL OF BLOCK 279, MAIN PASS AREA, SOUTH AND EAST ADDITION, OCS LEASING MAP, LOUISIANA MAP NO. 10A.	4994.55
L0736-001-000	UNITED STATES OF AMERICA	KERR MCGEE CORPORATION	LA	MP	108	G04832	ALL OF BLOCK 108, MAIN PASS AREA, AS SHOWN ON OCS LEASING MAP, LOUISIANA MAP NO. 10.	4994.55
L0901-001-000	UNITED STATE OF AMERICA	KERR MCGEE CORPORATION	LA	MP	107	G18088	RECORD TITLE: NW/4NE/4NE/4; NE/4NW/4NE/4; W/2W/2E/2; W/2 OF BLOCK 107, MAIN PASS AREA, AS SHOWN ON OCS LOUISIANA LEASING MAP, LA10 OPERATING RIGHTS: NW/4NE/4NE/4; NE/4NW/4NE/4; W/2W/2E/2; AND THE W/2 OF BLOCK 107, MAIN PASS AREA, INCLUDING DEPTHS FROM THE SURFACE TO 100' BELOW THE STRATIGRAPHIC EQUIVALENT OF THE BASE OF THE 11,600' SAND AS SEEN IN THE MP 107 OCS-G 18088 #1 WELL AT 11,630' MD.	3277.673

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L1011-001-000	UNITED STATES OF AMERICA	NCX COMPANY, L.L.C.	LA	MP	98	G27965	ALL OF BLOCK 98, MAIN PASS AREA, OCS LEASING MAP, LOUISIANA MAP NO. 10.	4994.55
L1012-001-000	UNITED STATES OF AMERICA	NCX COMPANY, L.L.C.	LA	MP	180	G27966	ALL OF BLOCK 180, MAIN PASS AREA, SOUTH AND EAST ADDITION, OCS LEASING MAP, LOUISIANA MAP NO. 10A.	4994.55
L1282-001-000	UNITED STATES OF AMERICA	POGO PRODUCING COMPANY	LA	MP	60	G25017	BLK 60, MAIN PASS AREA, OCS LEASING MAP, LOUISIANA MAP NO 10	4994.55
L1283-001-000	UNITED STATES OF AMERICA	SHELL OFFSHORE INC	LA	MP	61	G16493	BLK 61, MAIN PASS AREA, OCS LEASING MAP, LOUISIANA MAP NO 10	4994.55
L1284-001-000	UNITED STATES OF AMERICA	POGO PRODUCING COMPANY	LA	MP	62	G21702	BLK 62, MAIN PASS AREA, OCS LEASING MAP, LOUISIANA MAP NO 10	4994.55
L1258-001-000	UNITED STATES OF AMERICA	SHELL OIL COMPANY	LA	SM	27	G01187	BLOCK 27 SOUTH MARSH ISLAND AREA, AS SHOWN ON OFFICIAL LEASING MAP LA. NO. 3A, OUTER CONTINENTAL SHELF LEASING MAP, LOUISIANA OFFSHORE OPERATIONS.	5000
L1259-001-000	UNITED STATES OF AMERICA	BRITISH AMERICAN OIL PRODUCING COMPANY 33-1.7%, RICHFIELD OIL CORPORATION 33-1/3%, MISSISSIPPI RIVER FUEL CORPORATION 33-1/3%	LA	SM	29	G01189	ALL OF BLOCK 29, SOUTH MARSH ISLAND AREA, AS SHOWN ON OCS LOUISIANA LEASING MAP, LA3A. INSOFAR AND ONLY INSOFAR AS TO ALL OF BLOCK 29 SOUTH MARSH AREA, FROM THE SURFACE DOWN TO THE DEPTH OF 14,405'.	5287.95
L1260-001-000	UNITED STATES OF AMERICA	TAYLOR ENERGY COMPANY	LA	SM	68	G17935	ALL OF BLOCK 68, SOUTH MARSH ISLAND AREA, OCS LEASING MAP, LOUISIANA MAP NO. 3A.	5000

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L1261-001-000	UNITED STATES OF AMERICA	HUMBLE OIL & REFINING COMPANY	LA	SM	69	G01201	BLOCK 69 SOUTH MARSH ISLAND AREA, AS SHOWN ON OFFICIAL LEASING MAP LA. NO. 3A, OUTER CONTINENTAL SHELF LEASING MAP, LOUISIANA OFFSHORE OPERATIONS.	5000
L1262-001-000	UNITED STATES OF AMERICA	HUMBLE OIL & REFINING COMPANY	LA	SM	72	G01204	BLOCK 72 SOUTH MARSH ISLAND AREA, SOUTH ADDITION, AS SHOWN ON OFFICIAL LEASING MAP LA. NO. 3C, OUTER CONTINENTAL SHELF LEASING MAP, LOUISIANA OFFSHORE OPERATIONS.	2500
L1263-001-000	UNITED STATES OF AMERICA	HUMBLE OIL & REFINING COMPANY	LA	SM	73	G01205	BLOCK 73 SOUTH MARSH ISLAND AREA, SOUTH ADDITION, AS SHOWN ON OFFICIAL LEASING MAP LA. NO. 3C, OUTER CONTINENTAL SHELF LEASING MAP, LOUISIANA OFFSHORE OPERATIONS.	5000
L1265-001-000	UNITED STATES OF AMERICA	SHELL OIL COMPANY	LA	SM	58	G01194	CONTRACTUAL INTEREST ONLY: BLOCK 58 SOUTH MARSH ISLAND AREA, AS SHOWN ON OFFICIAL LEASING MAP LA. NO. 3A, OUTER CONTINENTAL SHELF LEASING MAP, LOUISIANA OFFSHORE OPERATIONS. LIMITED TO CONTRACTUAL INTEREST IN SM 58 #E-1 WELL	0
L1274-001-000	UNITED STATES OF AMERICA	SHELL OIL CO ET AL	LA	SM	149	G02592	ALL OF BLOCK 149, SOUTH MARSH ISLAND AREA, SOUTH ADDITION, AS SHOWN ON OCS LOUISIANA LEASING MAP, LA3C.	2500
L1275-001-000	UNITED STATES OF AMERICA	CALIFORNIA OIL COMPANY	LA	SM	41	G01192	ALL OF BLOCK 41, SOUTH MARSH ISLAND AREA, AS SHOWN ON OCS LOUISIANA LEASING MAP, LA3A.	5000

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L1296-001-000	UNITED STATES OF AMERICA	CHEVRON OIL COMPANY ET AL	LA	SP	33	G02939	BLK 33, SOUTH PASS AREA, OCS LOUISIANA LEASING MAP LA9	4999.96
L1297-001-000	UNITED STATES OF AMERICA	AMOCO PRODUCTION CO ET AL	LA	SP	48	G02176	BLK 48, SOUTH PASS AREA, OCS LOUISIANA LEASING MAP LA9	4999.96
L1298-001-000	UNITED STATES OF AMERICA	GULF OIL CORP ET AL	LA	SP	49	G02177	BLK 49, SOUTH PASS AREA, OCS LOUISIANA LEASING MAP LA9	4999.96
L0175-001-000	UNITED STATE OF AMERICA	PHILLIPS PETROLEUM COMPANY	LA	SS	349	G12008	5000 ACRES, BEING ALL OF BLOCK 349, SHIP SHOAL AREA, SOUTH ADDITION, OCS LEASING MAP, LOUISIANA MAP NO. 5A	5000
L0176-001-000	UNITED STATE OF AMERICA	PHILLIPS PETROLEUM COMPANY	LA	SS	359	G12010	5000 ACRES, BEING ALL OF BLOCK 359, SHIP SHOAL AREA, SOUTH ADDITION, OCS LEASING MAP, LOUISIANA MAP NO. 5A	5000
L0745-001-000	UNITED STATES OF AMERICA	KERR MCGEE OIL INDUSTRIES, INC	LA	SS	214	'00828	ALL OF BLOCK 214, SHIP SHOAL AREA, AS SHOWN ON OCS LEASING MAP, LOUISIANA MAP NO. 5	5000
L0748-001-000	UNITED STATES OF AMERICA	KERR MCGEE OIL INDUSTRIES, INC	LA	SS	27	'00347	ALL OF BLOCK 27, SHIP SHOAL AREA, OCS LEASING MAP, LOUISIANA MAP NO. 5, OFFSHORE LOUISIANA (FORMERLY STATE OF LOUISIANA LEASE NO. 749, COVERING ALL OF TRACT NO. 741)	5000

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L0749-001-000	UNITED STATES OF AMERICA	KERR MCGEE OIL INDUSTRIES, INC ET AL	LA	SS	28	'00346	ALL OF BLOCK 28, SHIP SHOAL AREA, OCS LEASING MAP, LOUISIANA MAP NO. 5, (FORMERLY STATE OF LOUISIANA NO. 750, COVERING ALL OF TRACT NO. 742).	5000
L0753-001-000	UNITED STATES OF AMERICA	KERR MCGEE CORPORATION	LA	SS	300	G07760	ALL OF BLOCK 300, SHIP SHOAL AREA, SOUTH ADDITION, AS SHOWN ON OCS LOUISIANA LEASING MAP, LA5A.	5000
L0844-001-000	UNITED STATES OF AMERICA	KERR MCGEE CORPORATION	LA	SS	238	G03169	ALL OF BLOCK 238, SHIP SHOAL AREA, SOUTH ADDITION, AS SHOWN ON OCS OFFICIAL LEASING MAP, LOUISIANA MAP NO. 5A.	5000
L0846-001-000	UNITED STATES OF AMERICA	KERR MCGEE OIL INDUSTRIES, INC	LA	SS	14	G01359	S/2 SE/4 (625 ACS) BEING THAT PART OF LEASE LYING OUTSIDE OF ANY PARTICIPATING AREA; S/2 SW/4 (625 ACS) BEING THAT PART OF LEASE INCLUDED IN THE INITIAL PARTICIPATING AREA, AS EXPANDED.	1250
L0868-001-000	UNITED STATE OF AMERICA	KERR MCGEE OIL INDUSTRIES, INC., PHILLIPS PETROLEUM COMPANY, SOUTHERN NATURAL GAS COMPANY, PAN AMERICAN PETROLEUM CORPORATION	LA	SS	13	G01358	S/2SE/4 SHIP SHOAL , BLOCK 13	625
L0872-001-000	UNITED STATE OF AMERICA	KERR MCGEE OIL INDUSTRIES, INC	LA	SS	29	'00345	ALL OF BLOCK 29, SHIP SHOAL AREA, OCS LEASING MAP, LOUISIANA MAP NO. 5, OFFSHORE LOUISIANA (FORMERLY STATE OF LOUISIANA LEASE NO. 751, COVERING ALL OF TRACT NO. 743)	5000
L0877-001-000	UNITED STATE OF AMERICA	KERR MCGEE OIL INDUSTRIES, INC	LA	SS	34	'00343	ALL OF BLOCK 34, SHIP SHOAL AREA, AS SHOWN ON OCS LOUISIANA LEASING MAP, LA5.	5000

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L0927-001-000	UNITED STATE OF AMERICA	AMERADA HESS CORPORATION	LA	SS	301	G10794	ALL OF BLOCK 301, SHIP SHOAL AREA, AS SHOWN ON OCS LEASING MAP, LOUISIANA MAP NO. 5	5000
L1254-001-000	UNITED STATES OF AMERICA	KERR-MCGEE OIL INDUSTRIES INC, CABOT CORPORATION, FELMONT OIL CORPORATION, ESSEX ROYALTY CORPORATION	LA	SS	218	G01022	BLOCK 218 SHIP SHOAL AREA, AS SHOWN ON OFFICIAL LEASING MAP LA. NO. 5, OUTER CONTINENTAL SHELF LEASING MAP, LOUISIANA OFFSHORE OPERATIONS.	5000
L1255-001-000	UNITED STATES OF AMERICA	KERR-MCGEE OIL INDUSTRIES INC, CABOT CARBON COMPANY, FELMONT OIL CORPORATION	LA	SS	229	00830	ALL OF BLOCK 229, SHIP SHOAL AREA, AS SHOWN ON OFFICIAL LEASING MAP LA. MAP NO. 5, OUTER CONTINENTAL SHELF LEASING MAP (LOUISIANA OFFSHORE OPERATIONS)	5000
L1256-001-000	UNITED STATES OF AMERICA	KERR-MCGEE OIL INDUSTRIES INC, CABOT CARBON COMPANY, FELMONT OIL CORPORATION	LA	SS	230	'00831	ALL OF BLOCK 230, SHIP SHOAL AREA, AS SHOWN ON OFFICIAL LEASING MAP LA. MAP NO. 5, OUTER CONTINENTAL SHELF LEASING MAP (LOUISIANA OFFSHORE OPERATIONS)	5000
L1257-001-000	UNITED STATES OF AMERICA	KERR-MCGEE OIL INDUSTRIES INC, CABOT CARBON COMPANY, FELMONT OIL CORPORATION	LA	SS	242	'00832	ALL OF BLOCK 242, SHIP SHOAL AREA, SOUTH ADDITION, AS SHOWN ON OFFICIAL LEASING MAP LA. MAP NO. 5A, OUTER CONTINENTAL SHELF LEASING MAP (LOUISIANA OFFSHORE OPERATIONS)	5000
L1276-001-000	UNITED STATES OF AMERICA	EOG RESOURCES, INC.	LA	SS	79	G15277	ALL OF BLOCK 79, SHIP SHOAL AREA, AS SHOWN ON OCS LOUISIANA LEASING MAP, LA5.	5000

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L0149-001-000	UNITED STATE OF AMERICA	THE CALIFORNIA COMPANY	LA	ST	23	'00386	ALL OF THE N1/2 OF BLOCK 23, SOUTH TIMBALIER AREA, INsofar AND ONLY INsofar AS SAID OPERATING RIGHTS COVER AND AFFECT THE SE1/4NW1/4NW1/4 OF SAID SOUTH TIMBALIER BLOCK 23, AND THEN ONLY AS TO DEPTHS FROM THE STRATIGRAPHIC EQUIVALENT OF 7,492 FEET MD TO THE STRATIGRAPHIC EQUIVALENT OF 8,108 FEET MD, AS ENCOUNTERED IN THE WELL NAMES W & T OFFSHORE, INC. OCS 0386 NO. SD 17ST. OPERATING RIGHTS AS TO THE SD7 AND SD17 WELLBORES ONLY OPERATING RIGHTS AS TO THE SD15 WELLBORE ONLY	78.125
L0363-001-000	UNITED STATE OF AMERICA	THE LOUISIANA LAND AND EXPLORATION COMPANY ET AL	LA	ST	229	G13938	ALL OF BLOCK 229, SOUTH TIMBALIER AREA, SOUTH ADDITION, OCS LEASING MAP, LOUISIANA MAP NO. 6A.	2148.46
L0622-001-000	UNITED STATES OF AMERICA	W & T OFFSHORE, INC.	LA	ST	230	G27169	ALL OF BLOCK 230, SOUTH TIMBALIER AREA, SOUTH ADDITION, OCS LEASING MAP, LOUISIANA MAP NO. 6A.	2148.46
L0758-001-000	UNITED STATES OF AMERICA	MARINER ENERGY INC., SAMEDAN OIL CORPORATION, WESTPORT RESOURCES CORPORATION	LA	ST	315	G23946	ALL OF BLOCK 315, SOUTH TIMBALIER AREA, SOUTH ADDITION, AS SHOWN ON OCS LOUISIANA LEASING MAP, LA6A.	4457.74

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L0759-001-000	UNITED STATES OF AMERICA	SAMEDAN OIL CORPORATION, WESTPORT RESOURCES CORPORATION	LA	ST	316	G22762	ALL OF BLOCK 316, SOUTH TIMBALIER AREA, SOUTH ADDITION, AS SHOWN ON OCS LOUISIANA LEASING MAP, LA6A.	4434.96
L0935-001-000	UNITED STATE OF AMERICA	KERR-MCGEE OIL & GAS	LA	ST	320	G24990	ALL OF BLOCK 320, SOUTH TIMBALIER AREA, SOUTH ADDITION, AS SHOWN ON OCS LEASING MAP, LOUISIANA MAP NO. 6A	5000
L0935-002-000	UNITED STATE OF AMERICA	WALTER OIL & GAS CORPORATION	LA	ST	311	G31418	ALL OF BLOCK 311, SOUTH TIMBALIER AREA, SOUTH ADDITION, OCS LEASING MAP, LOUISIANA MAP NO. 6A. LIMITED TO WITHIN S/2SE/4 BLOCK 311 AS DESCRIBED IN THAT CERTAIN PARTICIPATION AGREEMENT DATED EFFECTIVE SEPTEMBER 15, 2017.	625
L0487-001-000	UNITED STATES OF AMERICA	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST, INC.	LA	VK	734	G13672	ALL OF BLOCK 734, VIOSCA KNOLL, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-7.	4195.78
L1013-001-000	UNITED STATES OF AMERICA	POGO PRODUCING COMPANY ET AL	LA	VK	822	G16549	ALL OF BLOCK 822, VIOSCA KNOLL, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-7.	5760
L1014-001-000	UNITED STATES OF AMERICA	BP EXPLORATION INC	LA	VK	823	G10942	ALL OF BLOCK 823, VIOSCA KNOLL, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-7.	5760
L1024-001-000	UNITED STATES OF AMERICA	SHELL OFFSHORE INC	LA	VK	783	G06886	ALL OF BLOCK 783, VIOSCA KNOLL, OCS OFFICIAL PROTRACTION DIAGRAM, NH 16-7.	5760
L1039-001-000	UNITED STATES OF AMERICA	SHELL OFFSHORE INC	LA	VK	871	G08469	N/2 OF BLOCK 871, VIOSCA KNOLL, AS SHOWN ON OCS OFFICIAL PROTRACTION DIAGRAM, NH16-07.	2880
L0206-001-000	UNITED STATE OF AMERICA	TEXACO EXPLORATION AND PRODUCTION INC	LA	VR	408	G15212	ALL OF BLOCK 408, VERMILION AREA, SOUTH ADDITION, LIMITED TO SUBSEA DEPTHS FROM THE SURFACE DOWN TO AND INCLUDING 9,000' TVD.	0

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L0814-001-000	UNITED STATES OF AMERICA	SIGNAL OIL AND GAS CO	LA	VR	386	G02278	ALL OF BLOCK 386, VERMILION AREA, SOUTH ADDITION, OFFICIAL LEASING MAP NO. 3B, INsofar AND ONLY INsofar AS SAID LEASE COVERS THE N1/2NW/4 AND THE SE/4NW/4 OF BLOCK 386 CONTAINING 937.50 ACRES, MORE OR LESS	937.5
L0953-001-000	UNITED STATE OF AMERICA	MARATHON OIL CO	LA	VR	369	G02274	ALL OF BLOCK 369, VERMILION AREA, SOUTH ADDITION, AS SHOWN ON OCS LOUISIANA LEASING MAP LA3B, INsofar AND ONLY INsofar AS SAID LEASE COVERS THE SW/4 OF BLOCK 369 (1250 ACRES)	1250
L1264-001-000	UNITED STATES OF AMERICA	TENNESSEE GAS TRANSMISSION COMPANY	LA	VR	191	G01134	BLOCK 191 VERMILION AREA, AS SHOWN ON OFFICIAL LEASING MAP LA. NO. 3, OUTER CONTINENTAL SHELF LEASING MAP, LOUISIANA OFFSHORE OPERATIONS	4706.28
L1277-001-000	UNITED STATES OF AMERICA	HUNT OIL COMPANY	LA	VR	229	G27070	ALL OF BLOCK 229, VERMILION AREA, ASSHOWN ON OCS LOUISIANA LEASING MAP, LA3.	5000
L1278-001-000	UNITED STATES OF AMERICA	CNG PRODUCING COMPANY, HUNT OIL, ANADARKO PROD	LA	VR	78	G04421	ALL OF BLOCK 78, VERMILION AREA, AS SHOWN ON OCS LOUISIANA LEASING MAP, LA3.	5000
L0397-001-000	UNITED STATE OF AMERICA	HUMBLE OIL & REFINING COMPANY	LA	WD	73	G01083	ALL OF BLOCK 73, WEST DELTA AREA, AS SHOWN ON OCS LOUISIANA LEASING MAP, LA8	5000
L1292-001-000	UNITED STATES OF AMERICA	HUMBLE OIL & REFINING CO	LA	WD	74	G01084	BLK 74, WEST DELTA AREA, AS SHOWN ON OFFICIAL LEASING MAP LA NO 8	5000

Exhibit A

W&T LEASE NO	LESSOR	LESSEE	ADJACENT STATE	AREA/STATE	BLOCK / COUNTY / PARISH	FEDERAL / STATE LEASE	LEGAL DESCRIPTION	GROSS ACRES
L1293-001-000	UNITED STATES OF AMERICA	HUMBLE OIL & REFINING CO	LA	WD	91	G01090	BLK 91, WEST DELTA AREA, AS SHOWN ON OFFICIAL LEASING MAP LA NO 8	5000
L1294-001-000	UNITED STATES OF AMERICA	HUMBLE OIL & REFINING CO	LA	WD	92	G01091	BLK 92, WEST DELTA AREA, AS SHOWN ON OFFICIAL LEASING MAP LA NO 8	5000
L1295-001-000	UNITED STATES OF AMERICA	HUMBLE OIL & REFINING CO	LA	WD	93	G01092	BLK 93, WEST DELTA AREA, AS SHOWN ON OFFICIAL LEASING MAP LA NO 8	5000

ANNEX I

(See attached)

Annex I

Annex I

Certified Resolutions

I, the undersigned hereby certify that I am the Executive Vice President and Chief Financial Officer of W&T Offshore, Inc., a Texas corporation (the “Company”) with offices at 5718 Westheimer Road, Suite 700, Houston, Texas 77057.

I further certify that the resolutions attached hereto as **Exhibit A** have been duly adopted by the Board of Directors of the Company, on behalf of the Company, and are now in full force and effect with respect to the Company.

IN WITNESS WHEREOF, I hereunto subscribe my name on this 28th day of January, 2025.


By: 
Name: Sameer Parasnis
Title: Executive Vice President & Chief
Financial Officer

Exhibit A

Resolutions

Attached.

W&T OFFSHORE, INC.

**UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS**

January 28, 2025

The board of directors (the "**Board**") of W&T Offshore, Inc., a corporation established and existing under the laws of the State of Texas (the "**Company**"), in lieu of holding a meeting of the Board, pursuant to the provisions of the Second Amended and Restated Articles of Incorporation and Fourth Amended and Restated Bylaws of the Company and applicable law, and for reasons already adequately considered by such directors, hereby consent to the adoption of the following recitals and resolutions as the act and deed of the Board. All capitalized terms used herein but not defined shall have the meanings given to them in the Credit Agreement (as hereinafter defined).

Relating to the Credit Agreement and Other Transaction Documents

WHEREAS, the Company desires to enter into that certain Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") to be dated as of January 28, 2025 (the "**Closing Date**"), among the Company, as borrower, the lenders from time to time party thereto (each individually, a "**Lender**," and collectively, the "**Lenders**") and Texas Capital Bank, as administrative agent (in such capacity, the "**Administrative Agent**"), pursuant to which the Lenders intend to extend credit to the Company in an amount not to exceed \$50,000,000; and

WHEREAS, in order to induce the Lenders and the Administrative Agent to enter into the Credit Agreement, the Company is required to (i) grant a first priority Lien against certain of its real and personal property including, without limitation, its Proved Oil and Gas Properties and equity interests in its subsidiaries and (ii) guarantee the Obligations of any Loan Party under the Secured Cash Management Agreements, Secured Hedge Agreements, and the other Transaction Documents (as hereinafter defined), as applicable, subject to the limitations of, and as more particularly described in, the Credit Agreement and the Security Documents (as hereinafter defined); and

WHEREAS, in connection with the foregoing, the Company, to the extent required under the Credit Agreement, including in order to secure the payment and performance of the Obligations or any portion thereof, intends to execute and deliver (a) that certain Pledge and Security Agreement to be dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), (b) certain mortgages and/or deeds of trust (each individually, a "**Mortgage**," and collectively, the "**Mortgages**"), (c) certain other pledge agreements, Account Control Agreements, Secured Cash Management Agreements or other collateral security agreements required by or delivered to the Administrative Agent from time to time that purport to create a Lien in favor of any of the Secured Parties (collectively, and together with the Security Agreement and the Mortgages, the "**Security Documents**"), (d) that certain Guaranty Agreement to be dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guaranty**"), (e) one or more promissory notes that may further evidence the Company's

Obligations under the Credit Agreement (each individually, a "*Note*," and collectively, the "*Notes*"), (f) that certain Hedge Intercreditor Agreement to be dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Hedge Intercreditor Agreement*"), (g) that certain Intercreditor Agreement to be dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Intercreditor Agreement*"), (h) certain Secured Hedge Agreements entered into by the Company, (i) certain Issuer Documents entered into by the Company, and (j) certain other agreements, amendments, supplements, instruments, certificates or documents as the Administrative Agent or Secured Parties may reasonably require in connection therewith including, without limitation, fee letters, guaranties, joinders, pledges, control agreements, subordination agreements, powers of attorney, consents, assignments, contracts, notices, and financing statements (collectively, and together with the Credit Agreement, the Security Documents, the Guaranty, the Notes, the Hedge Intercreditor Agreement, the Intercreditor Agreement, any Secured Cash Management Agreements, any Secured Hedge Agreements, and any Issuer Documents, the "*Transaction Documents*"); and

WHEREAS, it is desirable and required by the terms of the Credit Agreement that the Company enter into transactions from time to time to hedge or otherwise manage interest rate and/or commodity price exposure in relation to assets or liabilities of the Company, including any Hedging Transaction or any Secured Hedge Agreements; and

WHEREAS, it is desirable and required by the terms of the Credit Agreement that the Company establish certain corporate banking accounts with the Administrative Agent; and

WHEREAS, the Company desires to enter into one or more agreements evidencing the Company's obligations in connection with Hedging Transactions with Approved Swap Counterparties (as defined in the Credit Agreement), including, without limitation, any Secured Hedge Agreements, ISDA Master Agreements with schedules and confirmations related thereto, NAESB Base Contacts and other general terms and conditions agreements (collectively, the "*Hedging Agreements*"); and

WHEREAS, the Board has been provided with such information and materials as it deems necessary related to the Transaction Documents and Hedging Agreements by officers of the Company and counsel to the Company; and deems it advisable and in the best interests of the Company to execute, deliver and perform its obligations under each of the Transaction Documents and Hedging Agreements to which the Company is a party; and

WHEREAS, the Board has determined that it is in the best interest of the Company to enter into certain Hedge Transactions as permitted by the Credit Agreement and that the Company may reasonably be expected to benefit from such Hedging Transaction.

NOW, THEREFORE, BE IT RESOLVED, that the transactions contemplated in the Transaction Documents and the Hedging Agreements are hereby ratified and approved in all respects, including the incurrence of indebtedness by the Company under the Credit Agreement and the granting of liens and a security interest in substantially all of the assets of the Company in favor of the Secured Parties to secure such indebtedness (including any Obligations), the Transaction Documents and the Hedging Agreements are authorized, approved and adopted in all

respects and may be modified by any Authorized Officer (as hereinafter defined) and the Board deems it necessary and advisable and in the best interests of the Company, in that valuable benefits will be derived from the Company's performance of its obligations under the Transaction Documents related to the Credit Agreement, that the Company execute and deliver, and perform its obligations under the Transaction Documents to which the Company is a party; and

FURTHER RESOLVED, the Board hereby finds that the execution, delivery, and performance of Hedging Transactions are necessary and convenient to the conduct, promotion, and attainment of the business and purpose of the Company and that execution, delivery, and performance of the Hedging Agreements are reasonably expected to directly and indirectly benefit the Company and are in the best interest of the Company and the Board hereby authorizes, confirms and approves for and on behalf of the company in all respects the negotiation, execution, delivery and performance of Hedging Transactions and the Hedging Agreements; and

FURTHER RESOLVED, that each officer of the Company (each individually, an "*Authorized Officer*," and collectively, the "*Authorized Officers*"), be, and each of them individually hereby is, authorized and empowered, for and on behalf of the Company, to negotiate the form, terms and provisions of the Transaction Documents, the Hedging Agreements and any other documents, instruments or certificates deemed necessary or appropriate by such Authorized Officer or in furtherance of the transactions contemplated thereby (including any changes the Authorized Officers may reasonably determine are necessary to the form of the Credit Agreement, any other Transaction Document, or Hedging Agreement provided on or before the date hereof); and

FURTHER RESOLVED, that the Authorized Officers be, and each of them individually hereby is, authorized and empowered to execute and deliver on behalf of each of the Company, the Transaction Documents and the Hedging Agreements in such form and having such terms and provisions as may be approved by the Authorized Officer executing the same, and the authority of such person so to act to be conclusively evidenced by his or her execution thereof, and that any action heretofore taken in connection therewith is hereby approved, adopted, ratified and confirmed; and

FURTHER RESOLVED, that the Authorized Officers be, and each of them individually hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to take, or cause to be taken, any and all such actions (including, without limitation, the execution and delivery of notices, certificates, letters of credit (including with respect to any Issuer Documents), security agreements, mortgages, amendments, supplements or modifications to any of the Transaction Documents and other instruments) as such Authorized Officer may deem necessary, appropriate, advisable or convenient to carry out fully the intent and purpose of the foregoing resolutions, consummate the transactions contemplated thereby and to perform, cause to be performed or otherwise give effect to the Transaction Documents, the taking of any such action to be conclusive evidence of the authority therefor of such Authorized Officer and the approval and ratification by the Company of such action; and

FURTHER RESOLVED, that the Board hereby authorizes the Administrative Agent to file one or more UCC financing statements or other filing or recording documents or instruments against the Company in connection with the grant of security under the applicable Transaction

Documents in such jurisdiction or jurisdictions as the Administrative Agent deems appropriate and that such financing statement(s) may, without limitation, include an "all assets" collateral description (including, without limitation, "all assets", "all property", "all assets of debtor", "all property of the debtor", or words of similar effect); and

FURTHER RESOLVED, that the Authorized Officers be, and each of them individually hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to take, or cause to be taken, any and all such actions (including, without limitation, the execution and delivery of master agreements, schedules, confirmations, supplements, annexes, exhibits, confidentiality agreements, questionnaires or certificates, and any and all amendments, supplements or modifications thereto or restatements or terminations thereof or any other Hedging Agreements) as such Authorized Officer may deem necessary, appropriate, advisable or convenient to carry out fully the intent and purpose of the foregoing resolutions, consummate the transactions contemplated thereby and to perform, cause to be performed or otherwise give effect to the Hedging Transactions, the taking of any such action to be conclusive evidence of the authority therefor of such Authorized Officer and the approval and ratification by the Company of such action.

Establishment of Corporate Bank Accounts

FURTHER RESOLVED, that the Chief Executive Officer, Chief Financial Officer, General Counsel and Treasurer be, and each of them individually hereby is, authorized to open one or more commercial banking accounts for and in the name of the Company anywhere within the United States, at any time and from time to time, and to deposit to the credit of the Company in such banking accounts any monies, checks, drafts, orders or other commercial paper payable to the Company or its order, and at any time and from time to time to withdraw all or any part of the funds on deposit in the name of the Company in any such banking accounts and to designate or change the designation of the officer or officers or their designees who are authorized to make such deposits or withdrawals; and

FURTHER RESOLVED, that the forms of banking resolutions used by any banks in which accounts of the Corporation are established pursuant to the immediately preceding resolution, are hereby approved and adopted as if set forth herein in full; and

FURTHER RESOLVED, that the proper officers of the Corporation are, and each hereby is, authorized to execute on behalf of the Corporation and to file with such banks (and the Chief Executive Officer, Chief Financial Officer, General Counsel or Treasurer of the Company is hereby authorized to certify) such forms of banking resolutions, together with proper signature cards designating the officers and agents of the Company who are authorized to sign checks and drafts to be paid from the Company's accounts in order to be filed in the minute book of the Company; and

FURTHER RESOLVED, that with respect to any such banking accounts, any banking institution may act in reliance on such banking resolutions and signature cards until receipt of actual notice of the modification or revocation of the same; and

Relating to Ratification and Further Authorization

FURTHER RESOLVED, that all acts, transactions or agreements undertaken prior to the adoption of these resolutions by any Authorized Officer on behalf of the Company in connection with or in furtherance of any of the foregoing matters be, and they hereby are, ratified, confirmed, adopted and approved in all respects and for all purposes as the validly authorized acts and deeds of the Company; and

FURTHER RESOLVED, that each Authorized Officer is authorized and empowered on behalf of the Company to ratify, confirm, acknowledge, and reaffirm its obligations (including the Obligations) under each Transaction Document to which it is a party, including, without limitation, any grant, pledge or collateral assignment of a lien or security interest, as applicable, contained therein and any guarantee provided by the Company therein; and

FURTHER RESOLVED, that if any party requires that the authorizations of any of the foregoing transactions be adopted in another form of resolutions, such resolutions, in such form as may be approved by an Authorized Officer, shall be deemed to have been adopted hereby by the Company as of the date hereof.
