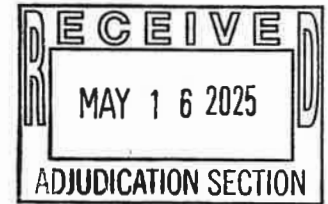


SIMPSON THACHER & BARTLETT LLP
600 TRAVIS ST., STE 5400
HOUSTON, TX 77002



DIRECT DIAL NUMBER
(713) 821-5637

May 14, 2025

Re: BOEM Category 3, Non-Required Filing

Document: UCC-3 Financing Statement

Lease: OCS-G 17358, 10350

Bureau of Ocean Energy Management
1201 Elmwood Park Blvd.
New Orleans, LA 70123-2394

Attention: Adjudication

Dear Bureau:

Enclosed are duplicate copies of a UCC Financing Statement with HEQ II Royalties, LLC, HEQ II Campo, LLC, HEDV Gala, LLC and HEDV Lafemme, LLC, as Debtors and Capital One, National Association, as Secured Party, covering the referenced leases. Please have this document filed as a **Category 3 UCC Filings non-required filing** and return the duplicate copy to me with the stamped filing information.

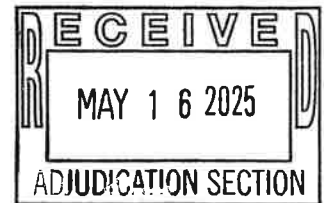
Also enclosed is the receipt of the online payment with pay.gov. Thank you and if you have any questions, please call me at 713-821-5637.

Best Regards,

A handwritten signature in black ink, appearing to read "Cameron Bettis".

Cameron Bettis
Landman

Enclosures



UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
B. E-MAIL CONTACT AT SUBMITTER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, NY 10017 Attn: James Murphy, Senior UCC Paralegal
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2024-00004482, BK 3824, Page 2534 11/12/2024	1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer, attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.
--	--

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Part(y)(ies) authorizing this Termination Statement

3. ☐ ASSIGNMENT: Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9; check ASSIGN Collateral box in item 8 and describe the affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: ☐ Debtor or ☐ Secured Party of record
AND Check one of these three boxes to:
☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
☐ ADD name: Complete item 7a or 7b, and item 7c
☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR 6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR 7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			
SUFFIX			

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8. COLLATERAL CHANGE: Check only one box: ☒ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN* collateral
Indicate collateral: *Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO THE PROPERTY OF ANY KIND OR CHARACTER DESCRIBED IN AND COVERED BY THAT CERTAIN FIRST AMENDMENT AND SUPPLEMENT TO MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, AND FIXTURE FILING AND FINANCING STATEMENT FROM DEBTORS TO SECURED PARTY, A COPY OF WHICH IS ATTACHED HERETO AS SCHEDULE I, INCLUDING, WITHOUT LIMITATION, GOODS THAT ARE TO BECOME FIXTURES AND AS-EXTRACTED COLLATERAL.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☒ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME HEQ II Royalties, LLC			
OR 9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
To be filed with Plaquemines Parish, Louisiana. 001839.0309

UCC FINANCING STATEMENT AMENDMENT ADDENDUM
FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form

2024-00004482, BK 3824, Page 2534 11/12/2024

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

HEQ II Royalties, LLC

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13); Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR (CHECK ONE BOX): ☐ ITEM 8 (Collateral) OR ☐ OTHER INFORMATION (Please Describe)

*** Additional Debtors: HEDV Gala, LLC**

HEQ II Campo, LLC

HEDV LaFemme, LLC

This Amendment is also authorized by the Additional Debtors, HEDV Gala, LLC, HEQ II Campo, LLC, HEDV LaFemme, LLC and the Secured Party, Capital One, National Association, as Administrative Agent

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☒ covers as-extracted collateral ☒ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

See Exhibit A to the First Amendment And Supplement To Mortgage, Assignment of As- Extracted Collateral, Security Agreement, And Fixture Filing And Financing Statement by Debtors to Secured Party, a copy of which is attached hereto as Schedule I.

18. MISCELLANEOUS:

WHEN RECORDED OR FILED,
PLEASE RETURN TO: _____

Simpson Thatcher & Bartlett, LLP
600 Travis Street, Suite 5400
Houston, Texas 77002
Attention: Cameron Bettis

Space above for Parish/County Recorder's Use

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

This FIRST AMENDMENT AND SUPPLEMENT TO MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT is entered into as of the 22nd day of April, 2025 (the "Effective Date") by HEQ II ROYALTIES, LLC, HEQ II CAMPO, LLC, HEDV GALA, LLC and HEDV LAFEMME, LLC (collectively, the "Mortgagors" and each individually a "Mortgagor") and Capital One, National Association, as Administrative Agent (in such capacity, together with its successors and assigns, the "Mortgagee").

R E C I T A L S

A. HEQ Deepwater II Operating, LLC, as borrower (the "Borrower"), the Mortgagee, as administrative agent and the financial institutions from time to time party thereto (the "Lenders") executed that certain Credit Agreement dated as of November 8, 2024 (as the same may be amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. The Credit Agreement is secured by, among other things, that certain Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement effective as of November 8, 2024, from Mortgagors, which are direct subsidiaries of the Borrower, to Mortgagee for the benefit of the Secured Parties, which was duly recorded in the office designated for the filing of a record of a mortgage in the jurisdictions set forth on Annex I hereto (collectively, the "Mortgage").

C. The Mortgagor and Mortgagee now desire to amend and supplement the Mortgage and Exhibit A thereto to subject to the lien and security interest of the Mortgage the additional properties described on Exhibit A attached hereto (the "Additional Properties").

NOW, THEREFORE, in view of the foregoing, Grantor and Mortgagee do hereby agree as follows:

1. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Mortgage, and the following terms as well as all uncapitalized terms which are defined in the Applicable UCC are used herein as so defined: Accounts, As-Extracted Collateral, Fixtures, General Intangibles, Proceeds and Supporting Obligations.

2. All references in the Mortgage to "this Mortgage", as defined in the opening paragraph of the Mortgage, shall mean the Mortgage as amended and supplemented by this Amendment, as the same may from time to time be further amended or supplemented.

3. Exhibit A to the Mortgage is hereby supplemented by adding thereto, to subject to the lien and security interest of the Mortgage, the Additional Properties described on Exhibit A attached hereto. All references in the Mortgage to Exhibit A shall mean Exhibit A as supplemented by the Additional Properties in this Amendment, as the same may from time to time be further amended, supplemented or otherwise modified.

4. Mortgagor hereby confirms that it has heretofore granted, bargained, sold, warranted, mortgaged, assigned, transferred, pledged, hypothecated, conveyed, and granted a power of sale, and does hereby grant, bargain, sell, warrant, mortgage, assign, transfer, pledge, hypothecate, convey, and grant a power of sale to Mortgagee, for its benefit and the benefit of the other Secured Parties, the Mortgaged Property (including the Additional Properties), and granted a security interest to Mortgagee, for its benefit and the benefit of the other Secured Parties, in the Collateral, to secure the payment and performance of the Secured Obligations.

5. Mortgagor hereby confirms that it has heretofore absolutely and unconditionally granted a security interest and does hereby absolutely and unconditionally grant a security interest to Mortgagee, for its benefit and the benefit of the other Secured Parties, their successors and assigns, in and to:

(a) all Accounts;

(b) all General Intangibles related to the Oil and Gas Properties (including, without limitation, rights in and under any Payment Intangible, Swap Agreement or any Commodity Contract) and all rights under insurance contracts and rights to insurance proceeds;

(c) all As-Extracted Collateral from or attributable to the Oil and Gas Properties;

(d) all books and records pertaining to the Oil and Gas Properties and other Collateral;

(e) all Fixtures;

(f) all Hydrocarbons;

(g) to the extent not otherwise included, any other property from, attributable or pertaining to the Oil and Gas Properties insofar as it consists of personal property of any kind or character defined in and subject to the Applicable UCC; and

(h) to the extent not otherwise included, all products of any and all of the foregoing and all collateral security, guarantees and other Supporting Obligations given with respect to any of the foregoing and all Proceeds of any and all of the foregoing.

6. This Mortgage attached to a UCC-3 financing statement amendment shall be effective as a financing statement filed as a fixture filing with respect to all Fixtures included within the Mortgaged Property and is to be filed or filed for record in the Applicable UCC records of the State of Louisiana or other appropriate records of each jurisdiction where any part of the Mortgaged Property (including said Fixtures) is situated and, to the extent such Mortgaged Property is situated within the offshore area over which the United States of America asserts jurisdiction, each jurisdiction adjacent to where the Mortgaged Property is situated. This Mortgage attached to a UCC-3 financing statement amendment shall also be effective as a financing statement covering As-Extracted Collateral (including oil and gas and all other substances of value which may be extracted from the ground) and accounts financed at the wellhead or minehead of wells or mines located on the properties subject to the Applicable UCC and is to be filed for record in the Applicable UCC records of the State of Louisiana or other appropriate records of each jurisdiction where any part of the Mortgaged Property is situated and, to the extent such Mortgaged Property is situated within the offshore area over which the United States of America asserts jurisdiction, each jurisdiction adjacent to where the Mortgaged Property is situated.

7. This Amendment amends and supplements the Mortgage and renews, extends and continues the liens and security interests evidenced thereby in full force and effect, without extinguishing or releasing such liens and security interests as security for the full performance and payment of the Secured Obligations and Mortgagor hereby ratifies, confirms and adopts the Mortgage, as amended and supplemented by this Amendment.

8. The parties hereto hereby acknowledge and agree that except as specifically amended, changed or modified by this Amendment, the Mortgage shall remain in full force and effect in accordance with its terms. None of the rights, titles and interests existing and to exist under the Mortgage are hereby released, diminished or impaired, and Mortgagor hereby reaffirms all covenants, representations and warranties made in the Mortgage.

9. This Amendment may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof.

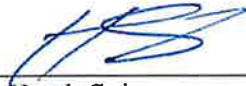
10. This Amendment shall be governed by, and constructed in accordance with, the laws of the State of Louisiana.

[SIGNATURES BEGIN NEXT PAGE]

COUNTY OF HARRIS

THUS DONE AND PASSED on this 30th day of April, 2025 to be effective as of the Effective Date, before the undersigned Notary Public and competent witnesses.

HEQ II CAMPO, LLC

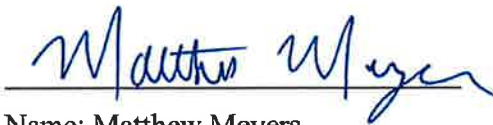


Name: Heath Suire
Title: Vice President

WITNESSES:



Name: Martha Ann Moore

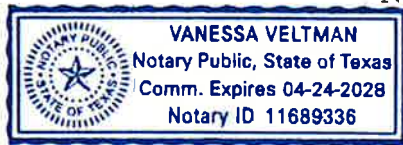


Name: Matthew Meyers



Notary Public

SEAL:



STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

THUS DONE AND PASSED on this 30th day of April, 2025 to be effective as of the Effective Date, before the undersigned Notary Public and competent witnesses.

HEDV LAFEMME, LLC

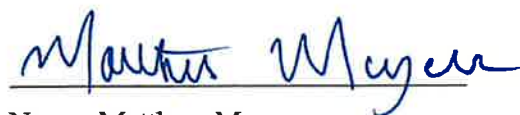


Name: Heath Suire
Title: Vice President

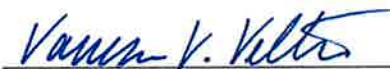
WITNESSES:



Name: Martha Ann Moore

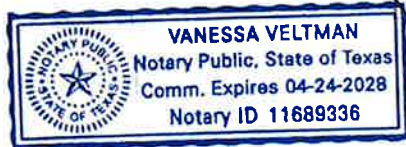


Name: Matthew Meyers



Notary Public

SEAL:



STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

THUS DONE AND PASSED on this 30th day of April, 2025 to be effective as of the Effective Date, before the undersigned Notary Public and competent witnesses.

HEDV GALA, LLC



Name: Heath Suire

Title: Sr. Vice President of Land & Business
Development

WITNESSES:

Martha Ann Moore

Name: Martha Ann Moore

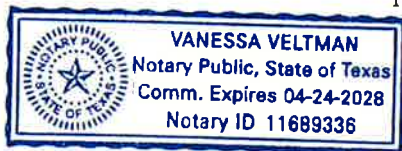
Matthew Meyer

Name: Matthew Meyers

Vanessa Velzman

Notary Public

SEAL:



STATE OF TEXAS

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§
§

COUNTY OF HARRIS

THUS DONE AND PASSED on this 23rd day of April, 2025 to be effective as of the Effective Date, before the undersigned Notary Public and competent witnesses.

**CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent**

Monica Schilling
Name: Monica Schilling
Title: Director

WITNESSES:

David Lee Garza
Name: David Garza

[Signature]
Name: Jason Groll

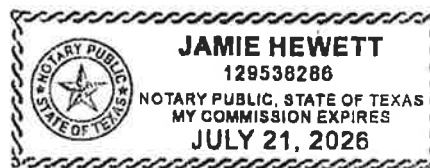
[Signature]
Notary Public
Notarial No. _____ [for Louisiana notaries only]

SEAL:

STATE OF TEXAS

COUNTY OF HARRIS

§
§
§



Annex I

Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement from HEQ II Royalties, LLC, HEDV Gala, LLC, HEQ II Campo, LLC and HEDV LaFemme, LLC to Capital One, National Association, as Administrative Agent effective November 4, 2024 filed as follows:

JURISDICTION	FILING INFORMATION	FILING DATE
Iberia Parish, Louisiana	#28530 MOB	11/14/2024
Lafourche Parish, Louisiana	#1380005 MO	11/15/2024
Plaquemines Parish, Louisiana	2024-00004255; MOB 859, Page 1043; UCC 38- 242534	11/08/2024
Terrebonne Parish, Louisiana	#1699245, MOB 3538, Page 708	11/14/2024
Vermilion Parish, Louisiana	MO 2024007225	11/12/2024
Jackson County, Mississippi	#202421392, MOB 34, Pages 315-357	11/12/2024

EXHIBIT A

to

FIRST AMENDMENT AND SUPPLEMENT TO MORTGAGE,
ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT,
FIXTURE FILING AND FINANCING STATEMENT

Introduction

The capitalized terms used but not defined in this Exhibit A are used as defined in the Mortgage. For purposes of this Exhibit A certain capitalized terms not defined in the Mortgage are as follows:

“Well” means (i) any existing well identified in Exhibit A, including any replacement well drilled in lieu thereof from which crude oil, natural gas or other Hydrocarbons are now or hereafter produced and (ii) any well at any time producing or capable of producing Hydrocarbons attributable to the Hydrocarbon Interests as defined above, including any well which has been shut-in, has temporarily ceased production or on which workover, reworking, plugging and abandonment or other operations are being conducted or planned.

All references contained in this Exhibit A to the Oil and Gas Properties are intended to include references to (i) the volume or book and page, file, entry or instrument number of the appropriate records of the particular county and/or parish in the State of Louisiana where each such lease or other instrument is recorded and (ii) all valid and existing amendments to such lease or other instrument of record in such county and/or parish records regardless of whether such amendments are expressly described herein. A special reference is here made to each such lease or other instrument and the record thereof for a more particular description of the property and interests sought to be affected by the Mortgage and for all other purposes.

For recording purposes, in regard to each parish portion to this Exhibit A, this Introduction may be attached to an original executed copy of the Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement to be separately filed of record in each parish.

EXHIBIT A

Prospect Name	Area	Block	HEQ Entity (and Current Mortgagor)	OCS Lease Description	Lease Date	Parish	State	Lease Recordation
Llano	Garden Banks	385	HEQ II Royalties, LLC	OCS-G 17358 Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, designated with Serial Number OCS-G 17358, effective as of November 1, 1996, from the United States of America, as Lessor, in favor of Enserch Exploration, Inc., as Lessee, covering all of Block 385, Garden Banks, OCS Official Protraction Diagram, NG 15-2, containing approximately 5,760.00 acres.	11/1/1996	Vermilion	LA	COB 29829 (Iberia) #12501562, COB 3507, Page 109, (Jefferson) #2025000273 (Vermilion)
Llano	Garden Banks	386	HEQ II Royalties, LLC	OCS-G 10350 Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, designated with Serial Number OCS-G 10350, effective as of October 1, 1988, from the United States of America, as Lessor, in favor of Exxon Corporation and EP Operating Company, as Lessees, covering all of Block 386, Garden Banks, OCS Official Protraction Diagram, NG 15-2, containing approximately 5,760.00 acres.	10/1/1988	Iberia and Vermilion	LA	COB 29829 (Iberia) #12501562, COB 3507, Page 109, (Jefferson) #2025000273 (Vermilion)