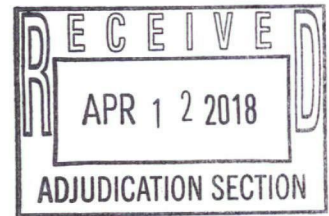


April 11, 2018



Ms. Colette Worcester  
Bureau of Ocean Energy Management  
Adjudication Unit  
1201 Elmwood Park Boulevard, MS 5421  
New Orleans, Louisiana 70123-2390

Re: Act of Partial Release (First Lien Louisiana Mortgages) Louisiana  
Our File No. 3112.3759

Ladies and Gentlemen:

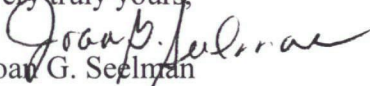
Enclosed please find one (1) original and (1) copy of an Act of Partial Release (First Lien Louisiana Mortgage) dated March 12, 2018, (hereinafter referred to as "Partial Release") by Toronto Dominion (Texas) LLC, partially releasing mortgages in the names of W&T Offshore, Inc. and W&T Energy VI, LLC. We submit to the BOEM for **"filing purposes only"** the Partial Release. Please record this letter and the Partial Release in the files maintained for the following leases:

OCS-G 00345  
OCS-G 08035  
OCS-G 10942  
OCS-G 12010  
OCS-G 16549  
OCS-G 18292  
OCS-G 19931  
OCS-G 24990  
OCS-G 27632  
OCS-G 31418  
OCS-G 34390  
OCS-G 35303  
OCS-G 35803

This letter and document should be placed on your document imaging system under "Document Type No. 2" described as "Release of Mortgage and Liens." I have enclosed a paygov receipt for filing fees in the amount of \$377.00.

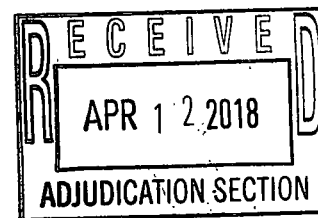
If you have any questions concerning this matter, please do not hesitate to contact the undersigned at 504-585-7800.

Very truly yours,

  
Joan G. Seelman  
Legal Assistant

017.8460.nonreq.partialrelease.W&T.LA.FirstLien

**ACT OF PARTIAL RELEASE**  
**(First Lien Louisiana Mortgages)**



BE IT KNOWN, that on the date hereinafter mentioned, before the undersigned Notary Public, duly commissioned and qualified in and for its County and State and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED: **TORONTO DOMINION (TEXAS) LLC**, as Administrative Agent, which has a mailing address of 31 West 52nd Street, 20th Floor, New York, New York 10019 ("Mortgagee"), appearing herein through its duly authorized representative, who declared unto me, Notary that:

1. Reference is made to (a) those certain mortgage instruments executed by **W&T Offshore, Inc.** ("WTO") in favor of Mortgagee ("W&T Mortgages"), and (b) those certain mortgage instruments executed by **W&T Energy VI, LLC** ("WTVI"), in favor of Mortgagee ("W&T VI Mortgages", and collectively with the W&T Mortgages, the "Mortgages", and separately, each a "Mortgage", and WTO and WTVI being each referred to as a "Mortgagor"), which Mortgages are more particularly described in, and were recorded (among other places) as shown on, **Exhibit "A"** attached hereto.

2. In connection with the Mortgages, filings were also made in the Uniform Commercial Code records of various jurisdictions (collectively, the "UCC Filings," and together with the Mortgages, sometimes hereinafter referred to as the "Existing Lien Documents").

3. Each Mortgagor has requested that Mortgagee release from the liens, security interests, assignments, pledges, hypothecations and other rights of whatsoever kind or character created or evidenced by each of the Existing Lien Documents, the property interests (real, personal, mixed, contractual, or otherwise) and other rights of such Mortgagor in and to the properties described in the assignment, bill of sale, and conveyance instrument attached hereto as **Exhibit "B"** (herein called the "Transferred Property") and any production, production proceeds and payments in lieu of production related to the Transferred Property.

NOW THEREFORE, for valuable consideration received, the sufficiency of which is hereby acknowledged, Mortgagee, as the administrative agent for the holders of the indebtedness and obligations secured by the Mortgages, and the administrative agent for the holders of the liens, security interests, assignments, pledges, hypothecations and other rights of whatsoever kind or character created or evidenced by the Existing Lien Documents (collectively, the "Liens"), does hereby (a) **RELEASE AND DISCHARGE** from the Liens, **WITHOUT REPRESENTATION, WARRANTY OR RECOURSE OF ANY KIND**, (i) the Transferred Property and (ii) any production, production proceeds and payments in lieu of production related to the Transferred Property ((i) and (ii) collectively herein the "Released Property") **INSOFAR AND ONLY INSOFAR** as the Liens encumber, cover, include or affect any or all of the Released Property, and (b) assign to each Mortgagor and its successors and assigns, **WITHOUT REPRESENTATION, WARRANTY OR RECOURSE OF ANY KIND**, all production that accrues to such Mortgagor's interest in the Released Property, all proceeds of such production and all payments in lieu of production that relate to such Mortgagor's interest in the Released Property **INSOFAR**

**AND ONLY INsofar** as the Liens encumber, cover, include or affect any or all of the Released Property.

This instrument is a partial release only and shall in no way affect the lien and security interest of either Mortgage or the assignment of production contained therein insofar as such lien and security interest or assignment relates to any property or interest other than the Released Property. Without limiting the generality of the foregoing, it is intended that this instrument relate only to the above-described Released Property, that each of the Mortgages and other Existing Lien Documents remain in full force and effect except as to the aforementioned Released Property, and that this instrument not affect the obligations of each Mortgagor under a Mortgage or other Existing Lien Document to pay the indebtedness secured by such Mortgage or other Existing Lien Document according to its tenor and effect.

Mortgagee authorizes and instructs the Clerk of Court for each parish identified on **Exhibit "A"** attached hereto to CANCEL the Released Property from each of the Mortgages by making a notation of this partial release in the margin of the inscriptions of such Mortgage recorded in the records of such parish as set forth on **Exhibit "A"** hereto, in each case **INSOFAR AND ONLY INsofar** as such Mortgage, encumbers, covers, includes or otherwise affects the Released Property. Each Mortgagor and its designees are authorized to file all necessary UCC Financing Statement Amendments in a form mutually agreed by Mortgagor and Mortgagee in all relevant jurisdictions, where permitted by law, to evidence the RELEASE AND DISCHARGE of all rights, titles, liens, security interests, assignments, pledges, and other interests created or evidenced by, or granted in or under, any of the Existing Lien Documents in and to the Released Property.

The undersigned acknowledges that the Recorder of Mortgages and/or the Registrar of Conveyances of each parish identified on **Exhibit "A"** and any of its employees or agents relying on this Act of Partial Release shall not be liable to any person or entity for any damages they may suffer as a consequence of such reliance in accordance with provisions of R.S. 9:5174.

This instrument may be executed in any number of counterparts, each of which shall be deemed an original and all of which are identical.


*[remainder of page intentionally blank]*

STATE OF Texas )

COUNTY OF Harris )

THUS DONE AND PASSED at Harris County, Texas, on this 12<sup>th</sup> day of March, 2018, in the presence of the undersigned competent witnesses, who hereunto sign their names with said appearer and me, Notary Public, after due reading of the whole.

**WITNESSES:**




Printed Name: EVANS SWANN

  
Printed Name: Jonathan Schwartz

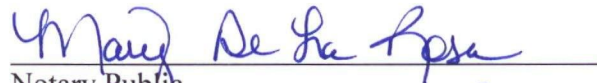
**MORTGAGEE:**

**TORONTO DOMINION (TEXAS) LLC,**  
as Administrative Agent

By: 

Printed Name: Liana Chernysheva

Title: Director



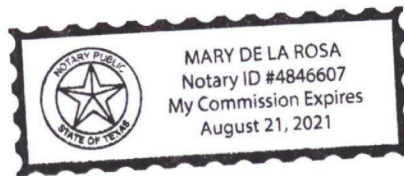
Notary Public

Name printed: MARY DE LA ROSA

My Commission Expires: 8-21-2021

Notarial Number: 4846607

[ S E A L ]



**EXHIBIT "A"**  
to  
**Act of Partial Release**

Recording Information

**W&T Mortgages**

**1998 Mortgage:**

Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated February 2, 1998, from W&T Offshore, Inc., a Nevada Corporation, to Dorothy H. Bjorck Trustee and General Electric Capital Corporation, Lender, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	Mtg. Book No. 275, Folio 497
Terrebonne Parish, Louisiana	Mtg. Book 1143, Entry No. 1014574
U.S. Department of the Interior, Minerals Management Service, Gulf of Mexico Region, Leasing Adjudication	OCS-00385

First Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated July 1, 1999 referring to that certain Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement (the "Original Mortgage") dated February 2, 1998 from W & T Offshore, Inc. (herein and in the Original Mortgage called "Mortgagor") to General Electric Capital Corporation, individually and as Agent (herein and in the Original Mortgage called "Mortgagee"), filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Terrebonne Parish, Louisiana	Entry No. 1051842; MOB 1244, Folio 458
U.S. Department of the Interior, Minerals Management Service, Gulf of Mexico Region, Leasing Adjudication	OCS Filing # 00385

Second Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, between W & T Offshore, Inc. and Toronto

Dominion (Texas) Inc., dated November 30, 1999 amending the Original Mortgage dated February 2, 1998, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	M.O.B. 299, Folio 1
Terrebonne Parish, Louisiana	Mortgage Book 1266; Entry No. 1060455
U.S. Department of the Interior, Minerals Management Service, Gulf of Mexico Region, Leasing Adjudication	OSC-00385, G02353, G02354, G02384, G02388, G02759, G02950, G06165, G14528

Assignment of Notes and Liens, for W & T Offshore, Inc., as Borrower, W. & T. Offshore L.L.C., as Guarantor, and General Electric Capital Corporation, as Agent, as assigned to Toronto Dominion (Texas) Inc., individually and as Agent, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	M.O.B. 298, Folio 1117
Terrebonne Parish, Louisiana	Mortgage Book 1266; Entry No. 1060454
U.S. Department of the Interior, Minerals Management Service, Gulf of Mexico Region, Leasing Adjudication	OSC-00385

Third Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated February 24, 2000, amending the Original Mortgage dated February 2, 1998, between W & T Offshore, Inc. and Toronto Dominion (Texas) Inc., filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	M.O.B. 301, Folio 868, recorded 2/28/00
Terrebonne Parish, Louisiana	Mortgage Book 1281, entry number 1066165, recorded 3/1/00
U.S. Department of the Interior, Minerals Management Service, Gulf of Mexico Region, Leasing Adjudication	Filed 3/1/00, leases 00385, G02353, G02354, G02384, G02388, G02759, G02950, G06165, G14528

Fourth Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated February 20, 2001, between W & T Offshore, Inc. and Toronto Dominion (Texas) Inc., filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	MOB 314, Folio 166
Terrebonne Parish, Louisiana	Mortgage Book 1345 Entry No. 1090875
U.S. Department of the Interior, Minerals Management Service, Gulf of Mexico Region, Leasing Adjudication	Non-Required Filings for G0385, G02353, G02354, G0372, G97003, G9703, G14385, G15157, G4857, G4858, G3148, G0479, G15241, G16348, G15242, G2751, G2434, G9814, G5080, G13937, G2846, G19756, G1820, G8658, G2750, G4082, G11983, G12886, G14456, G15212, G15072, G15109, G7629, G10876, and G5465

Fifth Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated May 29, 2002, between W & T Offshore, Inc. and Toronto Dominion (Texas) Inc., filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	MOB 340, Page 46 Entry No. 02003273
Terrebonne Parish, Louisiana	MOB 1455 Entry No. 1121917
U.S. Department of the Interior, Minerals Management Service, Gulf of Mexico Region, Leasing Adjudication	Non-Required Filings for G15156, G15158, G17804, G5051, G14528

Sixth Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated December 2, 2002, between W & T Offshore, Inc. and Toronto Dominion (Texas) Inc., filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Terrebonne Parish, Louisiana	Mortgage Book No. 1500 Entry No. 1134431

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
U.S. Department of the Interior, Minerals Management Service, Gulf of Mexico Region, Leasing Adjudication	Non-Required Filings for G16216, G15271, G16673, G16680, OCS 0590

Seventh Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated July 14, 2003, between W & T Offshore, Inc. and Toronto Dominion (Texas) Inc., filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	MOB 380, Folio 529 Entry No. 03007217
U.S. Department of the Interior, Minerals Management Service, Gulf of Mexico Region, Leasing Adjudication	Non-Required Filings for OCS-G 2061, OCS-G 5687, OCS-G 2759, OCS-G 2391

Eighth Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated December 12, 2003, by W & T Offshore, Inc., as Mortgagor, and Toronto Dominion (Texas) Inc., individually and as agent, as Mortgagee, filed as follows:

<b>Filing Location</b>	<b>Recordation Information</b>
Minerals Management Service	Non-required filing (OCS-G 16273)

Ninth Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated March 11, 2005, and effective as of March 15, 2005, by and between W&T Offshore, Inc., as Mortgagor, and Toronto Dominion (Texas) LLC, successor-by-conversion to Toronto Dominion (Texas) Inc., individually and as Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	MOB 421, Page 454; File No. 2005-00001757
Terrebonne Parish, Louisiana	MOB 1757, Page 606, File No. 1206518

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Minerals Management Service	Leases OCS 0802, 0804, 0805, 0806, 0807, 0808, 0978; and OCS-G 1082, 1960, 2027, 2061, 2716, 2750, 2754, 4268, 4421, 4565, 4940, 5557, 5558, 5606, 5687, 5809, 7952, 9536, 13560, 13687, 13821, 15124, 15363, 15540, 16224 and 17295

Tenth Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of May 26, 2006, from W&T Offshore, Inc., as Mortgagor, to Martin T. Snyder, as Trustee, and Toronto Dominion (Texas) LLC, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Terrebonne Parish, Louisiana	#1240078; Mortgage Book 1881, Page 151; Conveyance Book 1974, Page 751
Minerals Management Service	OCS-G 2061; OCS-G 2322; OCS-G 21739; OCS-G 26229; OCS-G 25123; OCS-G 20083; OCS-G 13938; OCS-G 17896; OCS-G 22542; OCS-G 14878; OCS-G 2391

Eleventh Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated effective as of August 24, 2006, by and between W&T Offshore, Inc., as Mortgagor and Toronto Dominion (Texas) LLC, individually and as Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	File No. 2006-00005084; COB 1123, Page 390; MOB 457, Page 156
Terrebonne Parish, Louisiana	File No. 1246435; COB 1989, Page 100; MOB 1904, Page 168

Recording Jurisdiction	Recording Data
Minerals Management Service	OCS-G 00372, OCS-G 00385, OCS-G 00479, OCS-G 00590, OCS-G 00802, OCS-G 00804, OCS-G 00805, OCS-G 00806, OCS-G 00807, OCS-G 00808, OCS-G 00978, OCS-G 01082, OCS-G 01960, OCS-G 02027, OCS-G 05606, OCS-G 05687, OCS-G 05809, OCS-G 06165, OCS-G 07629, OCS-G 07952, OCS-G 08120, OCS-G 08658, OCS-G 09536, OCS-G 09703, OCS-G 09814, OCS-G 10876, OCS-G 11983, OCS-G 12886, OCS-G 02061, OCS-G 02353, OCS-G 02354, OCS-G 02384, OCS-G 02388, OCS-G 02391, OCS-G 02434, OCS-G 02716, OCS-G 02750, OCS-G 02751, OCS-G 02754, OCS-G 02846, OCS-G 02950, OCS-G 03148, OCS-G 04082, OCS-G 04268, OCS-G 04421, OCS-G 04565, OCS-G 04857, OCS-G 04858, OCS-G 04940, OCS-G 05051, OCS-G 05080, OCS-G 05465, OCS-G 05557, OCS-G 05558, OCS-G 13560, OCS-G 13687, OCS-G 13821, OCS-G 13937, OCS-G 14385, OCS-G 14456, OCS-G 14528, OCS-G 15072, OCS-G 15109, OCS-G 15124, OCS-G 15156, OCS-G 15157, OCS-G 15158, OCS-G 15212, OCS-G 15241, OCS-G 15242, OCS-G 15271, OCS-G 15363, OCS-G 15540, OCS-G 16216, OCS-G 16224, OCS-G 16273, OCS-G 16348, OCS-G 16673, OCS-G 16680, OCS-G 17295, OCS-G 17804, OCS-G 19756

Twelfth Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of March 29, 2007, by and between W&T Offshore, Inc., as Mortgagor and Toronto Dominion (Texas) LLC, individually and as Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Minerals Management Service – Gulf of Mexico Region (Lease #G26292)	OCS File No. G26292

Thirteenth Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of May 5, 2011, by and between W&T Offshore, Inc., as Mortgagor and Toronto Dominion (Texas) LLC, individually and as Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	File No. 2011-00001923; COB 1246, Page 255; MOB 564, Page 393
Terrebonne Parish, Louisiana	File No. 1373312; COB 2240, Page 63; MOB 2367, Page 497

Recording Jurisdiction	Recording Data
BOEMRE Lease Files; Date-stamped Adjudication Files	OCS 00372, OCS 00385, OCS 00479, OCS 00590, OCS 00802, OCS 00804, OCS 00805, OCS 00806, OCS 00807, OCS 00808, OCS-G 00978, OCS-G 01960, OCS-G 02027, OCS-G 02061, OCS-G 02322, OCS-G 02353, OCS-G 02354, OCS-G 02384, OCS-G 02388, OCS-G 02391, OCS-G 02434, OCS-G 02665, OCS-G 02716, OCS-G 02750, OCS-G 02751, OCS-G 02754, OCS-G 02759, OCS-G 02846, OCS-G 02950, OCS-G 03148, OCS-G 04082, OCS-G 04268, OCS-G 04421, OCS-G 04565, OCS-G 04857, OCS-G 04858, OCS-G 04940, OCS-G 05051, OCS-G 05080, OCS-G 05465, OCS-G 05558, OCS-G 05606, OCS-G 05687, OCS-G 05809, OCS-G 06165, OCS-G 07629, OCS-G 07952, OCS-G 08120, OCS-G 08658, OCS-G 09536, OCS-G 09703, OCS-G 09814, OCS-G 10876, OCS-G 11983, OCS-G 12886, OCS-G 13560, OCS-G 13687, OCS-G 13821, OCS-G 13937, OCS-G 13983, OCS-G 14385, OCS-G 14456, OCS-G 14528, OCS-G 14878, OCS-G 15072, OCS-G 15109, OCS-G 15124, OCS-G 15156, OCS-G 15157, OCS-G 15158, OCS-G 15212, OCS-G 15241, OCS-G 15242, OCS-G 15271, OCS-G 15363, OCS-G 15540, OCS-G 16216, OCS-G 16224, OCS-G 16273, OCS-G 16348, OCS-G 16673, OCS-G 16680, OCS-G 17295, OCS-G 17804, OCS-G 17896, OCS-G 19756, OCS-G 20083, OCS-G 21793, OCS-G 22542, OCS-G 25123, OCS-G 26229, OCS-G 26292

Fourteenth Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of November 15, 2012 and effective as of November 14, 2012, by and between W&T Offshore, Inc., as Mortgagor and Toronto Dominion (Texas) LLC, individually and as Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	2012-00005562; Book 608, Page 511
Terrebonne Parish, Louisiana	1414518; Book 2517, Page 55
BOEMRE Lease Files; Date-stamped Adjudication Files	OCS-G27632, OCS-G32409, OCS-G25673, OCS-G26261, OCS-G18292, OCS-G32197, OCS-G27862, OCS-G21160, OCS-G00253, OCS-G01082

Fifteenth Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of November 8, 2013, by and between W&T Offshore, Inc., as Mortgagor and Toronto Dominion (Texas) LLC, individually and as Administrative Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	File No. 2013-00005246; COB 1306, Page 751; MOB 633, Page 731
Terrebonne Parish, Louisiana	File No. 1441857; COB 2357, Page 776; MOB 2616, Page 370
BOEMRE	OCS-00253, OCS-00372, OCS-00385, OCS-00590, OCS-00804, OCS-00805, OCS-00806, OCS-00807, OCS-00808, OCS-G 00978, OCS-G 01082, OCS-G 01960, OCS-G 02061, OCS-G 02353, OCS-G 02354, OCS-G 02665, OCS-G 04940, OCS-G 05051, OCS-G 05809, OCS-G 07952, OCS-08658, OCS-G 12008, OCS-G 12010, OCS-G 13821, OCS-G 13938, OCS-G 14385, OCS-G 15212, OCS-G 15363, OCS-G 16216, OCS-G 16224, OCS-G 18292, OCS-G 20083, OCS-G 21160, OCS-G 25673, OCS-G 26229, OCS-G 26292, OCS-G 26261, OCS-G 27632, OCS-G 32197, OCS-G 32409, OCS-G 97003

Sixteenth Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of April 16, 2014, by and between W&T Offshore, Inc., as Mortgagor and Toronto Dominion (Texas) LLC, individually and as Administrative Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Not Filed in Relevant Jurisdictions	Not Filed in Relevant Jurisdictions

Seventeenth Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of March 15, 2016 by and between W&T Offshore, Inc., as Mortgagor and Toronto Dominion (Texas) LLC, individually and as Administrative Agent, as Mortgagee, filed as follows (multi-state):

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	2016-00001025; COB 1355, Page 702; MOB 681, Page 399
Terrebonne Parish, Louisiana	1502681; COB 2454, Page 581; MOB 2815, Page 551
BOEM	OCS-G 24990, OCS-G 13081, OCS-G 386, OCS-G 8658, OCS-G 2063, OCS-G 24898, OCS-G 17358, OCS-G 10350, OCS-G 27965, OCS-G 27966, OCS-G 590, OCS-G 26168, OCS-G 26074, OCS-G 23946, OCS-G 32231, OCS-G 27169

Eighteenth Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of August 23, 2016 by and between W&T Offshore, Inc., as Mortgagor and Toronto Dominion (Texas) LLC, individually and as Administrative Agent, as Mortgagee, filed as follows (multi-state):

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	2016-00003630; MOB 693, Page 687
Terrebonne Parish, Louisiana	File No. 1516120; Book 2472, Page 659

**Offshore I Mortgage:**

Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, by Offshore Energy I LLC, as Mortgagor, to Martin T. Snyder, Trustee, and Toronto Dominion (Texas), Inc. (predecessor-by-conversion to Toronto Dominion (Texas) LLC), individually and as Agent, as Mortgagee, dated December 13, 2002, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	MOB 353, Folio 214
Terrebonne Parish, Louisiana	Entry No. 1135421 Mortgage Book No. 1504
Minerals Management Service	Non-Required Filings OCS-0802, OCS-G 13821, OCS 0804, OCS-G 0805, OCS 0806, OCS-G 0978, OCS 0807, OCS 0808, OCS-G 5809, OCS-G 4940, OCS-G 2391, OCS-G 13687, OCS-G 8499, OCS-G 7952, OCS-G 15124, OCS-G 2027, OCS-G 4268, OCS-G 2750, OCS-G 2754, OCS-G 3124, OCS-G 13560, OCS-G 5286, OCS-G 4565, OCS-G 5606, OCS-G 4421, OCS 0487, OCS 0495, OCS-G 15363 and OCS-G 1082

First Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of March 11, 2005, and effective as of March 15, 2005, by and between Offshore Energy I LLC, as Mortgagor, and Toronto Dominion (Texas), LLC, successor-by-conversion to Toronto Dominion (Texas), Inc., individually and as Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	MOB 421, Page 487, File No. 2005-00001758
Terrebonne Parish, Louisiana	MOB 1757, Page 639, File No. 1206519
Minerals Management Service	Lease Files OCS-G 802, 804, 805, 806, 807, 808, 978, 1082, 2027, 2391, 2750, 2754, 4268, 4421, 4565, 4940, 5606, 5809, 7952, 13560, 13687, 13821, 15124, 15363

Second Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of August 24, 2006, by and between Offshore Energy I LLC, as Mortgagor and Toronto Dominion (Texas), LLC, individually and as Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	File No. 2006-00005085; COB 1123, Page 449; MOB 457, Page 215
Terrebonne Parish, Louisiana	File No. 1246436; COB 1989, Page 159; MOB 1904, Page 227
Minerals Management Service	Received

Third Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of May 5, 2011, by and between W&T Offshore, Inc. (successor-by-merger to Offshore Energy I LLC), as Mortgagor, to Marin T. Snyder, Trustee, and Toronto Dominion (Texas), Inc., as Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	2011-00001922; MOB 564, Page 371; COB 1246, Page 233
Terrebonne Parish, Louisiana	1373311; MOB 2367, Page 475; COB 2240, Page 41
BOEMRE Lease Files, Date-stamped Adjudication Files:	OCS-G 00487, OCS-G 00495, OCS-G 00802, OCS-G 00804, OCS-G 00805, OCS-G 00806, OCS-G 00807, OCS-G 00808, OCS-G 00978, OCS-G 01082, OCS-G 02027, OCS-G 02391, OCS-G 02750, OCS-G 02754, OCS-G 03124, OCS-G 04268, OCS-G 04421, OCS-G 04565, OCS-G 04940, OCS-G 05286, OCS-G 05606, OCS-G 05809, OCS-G 07952, OCS-G 08499, OCS-G 13560, OCS-G 13687, OCS-G 13821, OCS-G 15124, OCS-G 15363

Fourth Amendment to Deed of Trust, Mortgage Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of November 8, 2013, by and between W&T Offshore, Inc. (successor-by-merger to Offshore Energy I LLC), as Mortgagor, and Toronto Dominion (Texas) LLC, as Administrative Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	File No. 2013-00005245; COB 1306, Page 721; MOB 633, Page 701
Terrebonne Parish, Louisiana	File No. 1441856; COB 2357, Page 746; MOB 2616, Page 340
BOEMRE Lease Files, Date-stamped Adjudication Files:	OCS-G 00805, OCS-G 00806, OCS-G 00807, OCS-G 00808, OCS-G 00978, OCS-G 01082, OCS-G 04940, OCS-G 05809, OCS-G 13821, OCS-G 15363

**Offshore II Mortgage:**

Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, by Offshore Energy II LLC, as Mortgagor, to Martin T. Snyder, Trustee, and Toronto Dominion (Texas) Inc. (predecessor by conversion to Toronto Dominion (Texas) LLC), individually and as Agent, as Mortgagee, dated December 13, 2002, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	MOB 353, Folio 248
Terrebonne Parish, Louisiana	Entry No. 1135422 Mortgage Book No. 1504
Minerals Management Service	Non-Required Filings OCS-G 2061, OCS-G 0978, OCS-G 0807, OCS-G 7454, OCS-G 14878, OCS-G 5687, OCS-G 1960, OCS-G 1568, OCS-G 1569, OCS-G 1261, OCS-G 1269, OCS-G 15540, OCS-G 2716, OCS-G 9536, OCS-G 8678, OCS-G 6685, OCS-G 2232, OCS-G 2234 and OCS-G 16224

First Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of March 11, 2005, and effective as of March 15, 2005, by and between Offshore Energy II LLC, as Mortgagor, and Toronto Dominion (Texas) LLC, successor-by-conversion to Toronto Dominion (Texas) Inc., individually and as Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	MOB 421, Page 501; File No. 2005-00001759
Terrebonne Parish, Louisiana	MOB 1757, Page 653, File No. 1206520
Minerals Management Service	Lease Files OCS-G 807, 978, 1261, 1269, 1568, 1569, 1960, 2061, 2716, 5687, 9536, 14878, 15540, 16224

Second Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of August 24, 2006, by and between Offshore Energy II LLC, as Mortgagor and Toronto Dominion (Texas) LLC, individually and as Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	File No. 2006-00005086; COB 1123, Page 496; MOB 457, Page 262
Terrebonne Parish, Louisiana	File No. 1246437; COB 1989, Page 206; MOB 1904, Page 274
Minerals Management Service	Received

Third Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of May 5, 2011, by and between W&T Offshore, Inc. (successor-by-merger to Offshore Energy II LLC), as Mortgagor, and Toronto Dominion (Texas) LLC, as Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	File No. 2011-00001921; COB 1246, Page 212; MOB 564, Page 350
Terrebonne Parish, Louisiana	File No. 1373310; COB 2240, Page 20; MOB 2367, Page 454
BOEMRE Lease Files	OCS-G 00807, OCS-G 00978, OCS- G 01261, OCS-G 01269, OCS-G 01568, OCS-G 01569, OCS-G 01960, OCS-G 02061, OCS-G 02232, OCS-G 02234, OCS-G 02716, OCS-G 05687, OCS-G 06685, OCS-G 07454, OCS-G 08678, OCS-G 09536, OCS-G 14878. OCS-G 15540 OCS-G 16224

Fourth Amendment to Deed of Trust, Mortgage Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of November 8, 2013, by and between W&T Offshore, Inc. (successor-by-merger to Offshore Energy II LLC), as Mortgagor, and Toronto Dominion (Texas) LLC, as Administrative Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	File No. 2013-00005243; COB 1306, Page 662; MOB 633, Page 642
Terrebonne Parish, Louisiana	File No. 1441854; COB 2357, Page 687; MOB 2616, Page 28
BOEM	OCS-G 00807, OCS-G 00978, OCS-G 01960, OCS-G 02061, OCS-G 16224

**Gulf Mortgage:**

Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, by Gulf of Mexico Oil and Gas Properties LLC, as Mortgagor, to Martin T. Snyder, Trustee, and Toronto Dominion (Texas), Inc. (predecessor by conversion to Toronto Dominion (Texas) LLC), individually and as Agent, as Mortgagee, dated December 12, 2003, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	Entry No. 03008832 MOB 386, Folio 378
Terrebonne Parish, Louisiana	Entry No. 1167471 MOB 1625
Minerals Management Service	Non-Required Filings OCS-G 2061, OCS-G 7286, OCS-G 13672, OCS-G 13662, OCS-G 16514, OCS-G 16516, OCS-G 2642, OCS-G 6013, OCS-G 6014, OCS-G 11983, OCS-G 00453, OCS-G 00434, OCS-G 1526, OCS-G 1023, OCS-G 12008, OCS-G 12010, OCS-G 5612, and OCS-G 5613

First Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of March 11, 2005, and effective as of March 15, 2005, by and between Gulf of Mexico Oil and Gas Properties LLC, as Mortgagor, and Toronto Dominion (Texas), LLC, successor-by-conversion to Toronto Dominion (Texas), Inc., individually and as Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	MOB 421, Page 515; File No. 2005-00001760
Terrebonne Parish, Louisiana	MOB 1757, Page 667; File No. 1206521
Minerals Management Service	Lease Files OCS-G 434, 453, 1023, 1526, 2061, 2642, 5612, 5613, 7286, 11983, 12008, 12010, 13662, 13672, 16516

Second Supplement and Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of August 24, 2006, by and between Gulf of Mexico Oil and Gas Properties LLC, as Mortgagor and Toronto Dominion (Texas), LLC, individually and as Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	File No. 2006-00005087; COB 1123, Page 543; MOB 457, Page 309
Terrebonne Parish, Louisiana	File No. 1246438; COB 1989, Page 253; MOB 1904, Page 321
Minerals Management Service	No File Number

Third Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of May 5, 2011, by and between W&T Offshore, Inc. (successor-by-merger to Gulf of Mexico Oil and Gas Properties LLC), as Mortgagor, and Toronto Dominion (Texas) LLC, Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	File No. 2011-00002766; MOB 568, Page 297; COB 1249, Page 761
Terrebonne Parish, Louisiana	File No. 1376792; COB 2247, Page 192; MOB 2378, Page 338
BOEMRE	Lease Files: OCS 00434 OCS 00453 OCS-G 01023 OCS-G 01526 OCS-G 02061 OCS-G 02642 OCS-G 05612 OCS-G 05613 OCS-G 06013 OCS-G 06014 OCS-G 07286 OCS-G 04565 OCS-G 11983 OCS-G 12008 OCS-G 13662 OCS-G 13672 OCS-G 16514 OCS-G 16516

Fourth Amendment to Deed of Trust, Mortgage Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of November 8, 2013, by and between W&T Offshore, Inc. (successor-by-merger to Gulf of Mexico Oil and Gas Properties LLC), as Mortgagor, and Toronto Dominion (Texas) LLC, as Administrative Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	File No. 2013-00005244; COB 1306, Page 691; MOB 633, Page 671
Terrebonne Parish, Louisiana	File No. 1441855; COB 2357, Page 716; MOB 2616, Page 310
BOEMRE	OCS-G 00434, OCS-G 00453, OCS-G 01023, OCS-G 01526, OCS-G 02061, OCS-G 02642, OCS-G 05612, OCS-G 05613, OCS-G 12008, OCS-G 12010, OCS-G 13662, OCS-G 13672

**Offshore Shelf Mortgage:**

Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated effective as of August 24, 2006, by and between Offshore Shelf LLC as Mortgagor and Toronto Dominion (Texas), LLC, individually and as Agent, as Mortgagee, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, Louisiana	File No. 2006-00005083; COB 1123, Page 303; MOB 457, Page 69
Terrebonne Parish, Louisiana	File No. 1246434; COB 1989, Page 13; MOB 1904, Page 81
Minerals Management Service	Received

First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of May 5, 2011, by and between W&T Offshore, Inc. (successor-by-merger to Offshore Shelf LLC), as Mortgagor, and Toronto Dominion (Texas) LLC, as Agent, as Mortgagee, filed as follows (multi-state):

Recording Jurisdiction	Recording Data
Plaquemines Parish, Louisiana	File No. 2011-00001920; COB 1246, Page 193; MOB 564, Page 331
Terrebonne Parish, Louisiana	File No. 1373309; COB 2240, Page 1, MOB 2367, Page 435
BOEMRE Lease File Numbers, Date-stamped Adjudication Files:	OCS-G 00759, OCS-G 00763, OCS-G 00828, OCS-G 01023, OCS-G 01025, OCS-G 01526, OCS-G 01528, OCS-G 02434, OCS-G 02665, OCS-G 03195, OCS-G 03264, OCS-G 03265, OCS-G 03316, OCS-G 04832, OCS-G 04940, OCS-G 05006, OCS-G 07760, OCS-G 07769, OCS-G 07802, OCS-G 09631, OCS-G 10311, OCS-G 10794, OCS-G 13807, OCS-G 13808, OCS-G 13809, OCS-G 14391, OCS-G 15212, OCS-G 15293, OCS-G 16107, OCS-G 16320, OCS-G 18088, OCS-G 18948, OCS-G 19084, OCS-G 19829, OCS-G 21349, OCS-G 22238, OCS-G 22246, OCS-G 22762, OCS-G 22793, OCS-G 22794, OCS-G 23180, OCS-G 23736, OCS-G 23966, OCS-G 24462, OCS-G 24954, OCS-G 25881, OCS-G 26084, OCS-G 27789

First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of November 8, 2013, by and between W&T Offshore, Inc. (successor-by-merger to Offshore Shelf LLC), as Mortgagor, and Toronto Dominion (Texas) LLC, as Agent, as Mortgagee, filed as follows (multi-state):

Recording Jurisdiction	Recording Data
Plaquemines Parish, Louisiana	File No. 2013-00005242; COB 1306, Page 637; MOB 633, Page 617
Terrebonne Parish, Louisiana	File No. 1441853; COB 2357, Page 662; MOB 2616, Page 256
BOEM:	OCS-G 00763, OCS-G 00828, OCS-G 01023, OCS-G 01526, OCS-G 01528, OCS-G 02665, OCS-03195, OCS-G 03264, OCS-G 03265, OCS-G 03316, OCS-G 04832, OCS-G 04940, OCS-G 05006, OCS-G 07760, OCS-G 07769, OCS-G 07802, OCS-G 09631, OCS-G 10311, OCS-G 10794, OCS-G 13807, OCS-G 13808, OCS-G 13809, OCS-15212, OCS-G 18088, OCS-G 22246, OCS-G 22762, OCS-G 22794, OCS-G 23736

**W&T VI Mortgages**

**Energy VI Mortgage:**

Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement from W&T Energy VI, LLC to Martin T. Snyder, Trustee, and Toronto Dominion (Texas) LLC, individually and as Agent, dated as of April 30, 2010, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, LA	# 2010-00001658; COB 1224, Page 15; MOB 542, Page 235
MMS	OCS-G 10942, 16549, 19931, 24248, 24282

First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of May 5, 2011, from W&T Energy VI, LLC to Martin T. Snyder, Trustee, and Toronto Dominion (Texas) LLC, individually and as Agent, filed as follows (LA):

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, LA	2011-00001919; COB 1246, Page 175; MOB 564, Page 313
BOEMRE	OCS-G 10942 OCS-G 16549 OCS-G 19931 OCS-G 24248 OCS-G 24282

Second Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of November 8, 2013, from W & T Energy VI, LLC to Martin T. Snyder, Trustee, and Toronto Dominion (Texas) LLC, individually and as Agent, filed as follows (LA):

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, LA	File No. 2013-00005240; COB 1306, Page 589; MOB 633, Page 569
BOEMRE	OCS-G 10942, OCS-G 16549, OCS-G 19931, OCS-G 24248, OCS-G 24282

Third Amendment and Supplement to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated effective as of May 8, 2015, from W & T Energy VI, LLC to Martin T. Snyder, Trustee, and Toronto Dominion (Texas) LLC, individually and as Agent, filed as follows (LA):

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, LA	2015-00002127; COB 1342, Page 1; MOB 665, Page 83
BOEMRE	OCS-G 10942, OCS-G 16549, OCS-G 19931, OCS-G 24248, OCS-G 24282

**Energy VI Multistate Mortgage:**

Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement from W&T Energy VI, LLC to Martin T. Snyder, Trustee, and Toronto Dominion (Texas) LLC, individually and as Agent, dated as of July 1, 2014, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Jefferson Parish, LA	11427641; COB 3334, Folio 850; MOB 4620, Folio 651
Lafourche Parish, LA	1181148; COB 1972, Page 493; MOB 1676, Page 1
Plaquemines Parish, LA	2014-00002866; COB 1322, Page 299; MOB 646, Page 100
Terrebonne Parish, LA	1458111; COB 2384, Page 130; MOB 2669, Page 196
Vermilion Parish, LA	COB and MOB 2014006616
BOEM	OCS-G 1023, OCS-G 1526, OCS-G 1528, OCS-G 1960, OCS-G 2353, OCS-G 2354, OCS-G 2642, OCS-G 2665, OCS-G 4832, OCS-G 5057, OCS-G 5612, OCS-G 7760, OCS-G 7809, OCS-G 08035, OCS-G 08036, OCS-G 08038, OCS-G 08195, OCS- G 11412, OCS-G 16224, OCS-G 16614, OCS-G 16623, OCS-G 21160, OCS-G 21580, OCS-G 22246, OCS-G 22794, OCS-G 23655, OCS-G 23736, OCS-G 24134, OCS-G 25111, OCS-G 25220, OCS-G 25673, OCS-G 26261, OCS-G 26279, OCS-G 26319, OCS-G 26363, OCS-G 27632, OCS-G 28079, OCS-G 28081, OCS- G 28082, OCS-G 28084, OCS-G 28364, OCS-G 28365, OCS-G 31535, OCS-G 31714, OCS-G 31798, OCS-G 32402, OCS-G 32509, OCS-G 32509, OCS-G 32513, OCS-G 32555, OCS-G 32567, OCS-G 32588, OCS-G 32600, OCS-G 32615, OCS-G 33196, OCS-G 33799

First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement from W&T Energy VI, LLC to Martin T. Snyder, Trustee, and Toronto Dominion (Texas) LLC, individually and as Agent, dated as of March 15, 2016, filed as follows:

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Lafourche Parish, LA	1215991, COB 2032, Page 463; MOB 1772, Page 618
Terrebonne Parish, LA	1502680; COB 2454, Page 560; MOB 2815, Page 530
BOEM	OCS-G 24990, OCS-G 13079, OCS-G 13081, OCS-G 10968, OCS-G 33169

**Louisiana Mortgage:**

Deed of Trust, Mortgage Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of May 5, 2011, from W&T Energy VI, LLC, to Martin T. Snyder, Trustee, and Toronto Dominion (Texas) LLC, individually and as Agent, filed as follows (LA):

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, LA	2011-00001918; COB 1246, Page 125; MOB 564, Page 263
Terrebonne Parish, LA	137338; COB 2239, Page 830; MOB 2367, Page 385
BOEMRE	OCS-G 6886, VK 783 OCS-G 8469, N/2 VK 871 OCS-G 11043, GC 244 OCS-G 13060, VK 784 Rights of way: OCS-G 13408, Segment No. 9551 OCS-G14026, Segment No. 9910 OCS-G 14027, Segment No. 9911 OCS-G 16017, Segment No. 10950 OCS-G 16018, Segment No. 10951 OCS-G 28377, Segment No. 17029 OCS-G 28387, Segment No. 17267 OCS-G 28388, Segment No. 17268 OCS-G 28389, Segment No. 17269 OCS-G 28390, Segment No. 17270 OCS-G 28401, Segment No. 17287

First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated as of November 8, 2013, from W & T Energy VI, LLC to Martin T. Snyder, Trustee, and Toronto Dominion (Texas) LLC, individually and as Agent, filed as follows (LA):

<b>Recording Jurisdiction</b>	<b>Recording Data</b>
Plaquemines Parish, LA	File No. 2013-00005241; COB 1306, Page 613; MOB 633, Page 593
Terrebonne Parish, LA	File No. 1441852; COB 2357, Page 638; MOB 2616, Page 232

Recording Jurisdiction	Recording Data
BOEMRE	OCS-G 6886, VK 783, OCS-G 8469, N/2 VK 871, OCS-11043, GC 244, OCS-G 13060, VK 784, OCS-G 13408, Segment No. 9551, OCS- G14026, Segment No. 9910, OCS-G 14027, Segment No. 9911, OCS-G 16017, Segment No. 10950, OCS-G 16018, Segment No. 10951, OCS-G 28377, Segment No. 17029, OCS-G 28387, Segment No. 17267, OCS-G 28388, Segment No. 17268, OCS-G 28389, Segment No. 17269, OCS-G 28390, Segment No. 17270, OCS-G 28401, Segment No. 17287

**[End of Exhibit "A"]**

**EXHIBIT "B"**  
**to**  
**Act of Partial Release**

**Exhibit "B" Immediately Follows This Cover Page**

## MASTER ASSIGNMENT, BILL OF SALE, AND CONVEYANCE

This Master Assignment, Bill of Sale and Conveyance (this "**Assignment**") is effective for all purposes as of 12:01 a.m. Central Standard Time on March 12, 2018 (the "**Effective Time**"), and is made by W&T Offshore, Inc., a Texas corporation, and W & T Energy VI, LLC, a Delaware limited liability company (collectively "**Assignor**"), to Monza Energy LLC, a Delaware limited liability company ("**Assignee**" and, together with Assignor, each a "**Party**" and, collectively, the "**Parties**"). Capitalized terms used herein but not defined herein or in Attachment I attached hereto shall have the meanings assigned to such terms in the Contribution Agreement.

Assignor, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee, subject to the terms of the Contribution Agreement (as defined below) and the exceptions and reservations and the terms and provisions herein contained, an undivided 88.94% interest of all of Assignor's right, title and interest in and to the interests and properties described in clauses (a) through (e) below (without duplication), less and except the Excluded Assets (the entirety of such right, title and interest, less and except the Excluded Assets, being the "**Assets**" and such undivided interest of the Assets so conveyed to Assignee, the "**Conveyed Interests**"):

(a) to the extent (and only to the extent) located in one or more of the blocks described on *Exhibit A* (each such block, an "**Identified Project Area**" and, collectively, the "**Development Area**"), the oil and gas leases (or portion(s) thereof) described in more detail on *Exhibit B* together with any and all other right, title and interest of Assignor in and to the leasehold estates created thereby (including all subleases, royalties, overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests, and similar interests) but subject to the terms, conditions, covenants, and obligations set forth in those leases and/or matters described on *Exhibit B* (each such lease (or portion(s) thereof), as so limited, a "**Lease**", and, collectively, the "**Leases**");

(b) to the extent assignable, all Applicable Contracts and all rights thereunder, including those described on *Exhibit C*;

(c) the Hydrocarbons that may be produced under and pursuant to the Leases;

(d) the Records; and

(e) without duplication of any such rights or benefits included in the Applicable Contracts, to the extent assignable, all rights to indemnities to the extent relating to the Conveyed Interests (except related to the Retained Obligations) and, to the extent not assignable, the benefit of such indemnities.

TO HAVE AND TO HOLD all of the Assets unto Assignee and its successors, legal representatives and assigns forever, subject to the terms of this Assignment; provided, that Assignor hereby excludes from the Assets and reserves unto Assignor all right, title and interests in and to the Excluded Assets.

This Assignment is made specifically subject to the terms and conditions of the Contribution Agreement, which contains certain representations, obligations and covenants between Assignor and Assignee which survive the delivery of this Assignment and which shall not be merged into this Assignment, or otherwise negated by the execution and delivery of this Assignment. In the event of any conflict between the terms of this Assignment and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall control.

Assignor warrants to Assignee, as of the date of the Contribution Agreement was executed and as of the Effective Time, Defensible Title to the Leases set forth in *Exhibit B* unto Assignee against every Person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor and its Affiliates (other than Assignee and its direct or indirect subsidiaries), but not otherwise (the "*Special Warranty*"); provided, however, that, except with respect to any liability of Assignor for any claim asserted in writing by Assignee to Assignor in accordance with this paragraph and Section 5.2 of the Contribution Agreement, before the expiration of the Survival Period for breach of the Special Warranty, the Special Warranty shall cease and terminate at the end of the tenth (10th) anniversary of the date hereof (the "*Survival Period*"). The Special Warranty shall be subject to the further limitations and provisions of Section 5.2 of the Contribution Agreement.

Assignor hereby assigns to Assignee all rights, claims and causes of action under title warranties given or made by Assignor's respective predecessors-in-interest (other than Affiliates of Assignor) with respect to the Assets, and Assignee is specifically subrogated to all rights which Assignor may have against such predecessors-in-interest with respect to the Assets, to the extent Assignor may legally transfer such rights and grant such subrogation.

Upon the occurrence of the Reassignment Event, the Reassigned Assets shall be automatically reassigned to Assignor. If Assignee fails to execute and deliver any document described in Section 2.2(b) of the Contribution Agreement in order to give effect to the preceding within ten (10) days of the occurrence of the Reassignment Event, Assignor is authorized pursuant to the Contribution Agreement to execute, acknowledge, notarize, and file of record all such documents or instruments to document such event and the reassignment of the Reassigned Assets as provided in Section 2.2(b) of the Contribution Agreement.

In accordance with and subject to the terms and conditions of the Contribution Agreement, Assignee hereby assumes and agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid and discharged) all of the Assumed Obligations.

To the extent required by applicable Legal Requirements to be operative, the disclaimers of certain warranties contained herein are "conspicuous disclaimers" for purposes of any applicable Legal Requirements.

EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN ARTICLE VI OF THE CONTRIBUTION AGREEMENT OR THE SPECIAL WARRANTY, (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY ASSIGNOR INDEMNIFIED PARTY).

EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE VI OF THE CONTRIBUTION AGREEMENT OR THE SPECIAL WARRANTY, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE CONVEYED INTERESTS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE CONVEYED INTERESTS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE CONVEYED INTERESTS, (IV) ANY ESTIMATES OF THE VALUE OF THE CONVEYED INTERESTS OR FUTURE REVENUES TO BE GENERATED BY THE CONVEYED INTERESTS, (V) THE PRODUCTION OF OR ABILITY TO PRODUCE HYDROCARBONS FROM THE CONVEYED INTERESTS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE CONVEYED INTERESTS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS INCLUDED IN THE DATA EXCHANGE OR OTHERWISE PREPARED BY ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE CONVEYED INTERESTS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE CONTRIBUTION AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE VI OF THE CONTRIBUTION AGREEMENT OR THE SPECIAL WARRANTY, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO THE MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY OF THE CONVEYED INTERESTS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR

RETURN OF ANY CONSIDERATION GRANTED HEREUNDER, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE CONVEYED INTERESTS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

EXCEPT TO THE EXTENT EXPRESSLY REPRESENTED OTHERWISE IN SECTION 6.7 OF THE CONTRIBUTION AGREEMENT, (I) ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE CONVEYED INTERESTS, (II) NOTHING IN THIS ASSIGNMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND (III) ASSIGNEE SHALL BE DEEMED TO BE TAKING THE CONVEYED INTERESTS "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

FOR THE AVOIDANCE OF DOUBT, ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNEE CANNOT RELY ON OR FORM ANY CONCLUSIONS FROM ASSIGNOR'S METHODOLOGIES FOR THE DETERMINATION AND REPORTING OF ANY TAXES ATTRIBUTABLE TO THE CONVEYED INTERESTS THAT WERE UTILIZED FOR ANY TAX PERIOD (OR PORTION THEREOF) BEGINNING PRIOR TO THE EFFECTIVE TIME FOR PURPOSES OF CALCULATING AND REPORTING TAXES ATTRIBUTABLE TO THE CONVEYED INTERESTS RELATING TO ANY TAX PERIOD (OR PORTION THEREOF) BEGINNING AFTER THE CLOSING DATE, IT BEING UNDERSTOOD THAT ASSIGNEE MUST MAKE ITS OWN DETERMINATION AS TO THE PROPER METHODOLOGIES THAT CAN OR SHOULD BE USED FOR ANY SUCH LATER TAX RETURN.

ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ASSIGNMENT ARE "*CONSPICUOUS*" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

THE PROVISIONS OF ANY ANTI-INDEMNITY STATUTE RELATING TO OILFIELD SERVICES AND ASSOCIATED ACTIVITIES ARE NOT APPLICABLE TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR IN THE CONTRIBUTION AGREEMENT.

Assignee hereby waives its rights under the Texas Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq. of the Texas Business & Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of Assignee's own selection, Assignee voluntarily consents to this waiver. In order to evidence its ability to grant the above waiver, Assignee represents and warrants to Assignor all of the following: (a) Assignee is in the business of seeking or acquiring, by purchase or lease, goods or services for commercial or business use; (b) Assignee has knowledge and experience in financial and business matters that enables it to evaluate the merits and risks of the transaction evidenced hereby; and (c) Assignee is not in a significantly disparate bargaining position.

Assignee expressly waives each of the following: (a) Warranty of Fitness for Intended Purposes or Guarantee against Hidden or Latent Redhibitory Vices under Louisiana Law, including Louisiana Civil Code Articles 2520 through 2548; (b) the warranty imposed by Louisiana Civil Code Article 2475; (c) all rights in redhibition pursuant to Louisiana Civil Code Article 2520, et seq.; and (d) all rights for restitution or other diminution of the consideration paid by Assignee to Assignor hereunder.

Assignee acknowledges that this express waiver is considered a material and integral part of the transactions contemplated by the Contribution Agreement and the consideration for transactions contemplated by the Contribution Agreement. **ASSIGNEE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE AND EXPLAINED IN DETAIL AND THAT ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS WAIVER OF WARRANTY OF FITNESS OR WARRANTY AGAINST REDHIBITORY VICIS AND DEFECTS FOR THE CONVEYED INTERESTS.**

Separate governmental forms of assignments of the Assets may be executed on officially approved forms by Assignor and Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers, and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to the interests conveyed by this Assignment and are not intended to modify, and shall not modify, any of the terms, covenants and conditions, or limitations on warranties set forth in this Assignment and are not intended to create, and shall not create, any representations, warranties, or additional covenants of or by any Assignor to Assignee.

The terms and provisions of this Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and permitted assigns.

All of the Attachments and Exhibits referred to in this Assignment are hereby incorporated into this Assignment by reference and constitute a part of this Assignment. Each Party to this Assignment and its counsel have received a complete set of Attachments and Exhibits prior to and as of the execution of this Assignment.

This Assignment is not intended to be recorded and filed of public record. Separate forms of assignments of the Assets have been executed by each applicable Party in substantially the same form as this Assignment, which assignments will be filed of public record in each applicable parish located in the State of Louisiana and each applicable county located in the State of Alabama (the "Local Assignments"). Rather, this Assignment is, and is expressly agreed by the Parties to be, a "master" instrument that consolidates and memorializes the conveyance of the Assets set forth in the Local Assignments in a single document for the convenience of the Parties. The interests conveyed in this Assignment are the same, and not in addition to the interests conveyed by the Local Assignments.

This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement.

**THIS ASSIGNMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RIGHTS, DUTIES AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO AND THERETO SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCEPT THAT, WITH RESPECT TO ISSUES RELATING TO REAL PROPERTY FOR PROPERTIES LOCATED IN A SPECIFIC STATE, THE LAWS OF SUCH STATE SHALL GOVERN), EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION. BOTH PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE FEDERAL COURTS OF THE UNITED STATES LOCATED IN HOUSTON, TEXAS OR THE STATE COURTS LOCATED IN HOUSTON, TEXAS FOR ANY ACTION ARISING OUT OF THIS ASSIGNMENT, THE CONTRIBUTION AGREEMENT, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS ASSIGNMENT, THE CONTRIBUTION AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY SHALL BE EXCLUSIVELY LITIGATED IN SUCH COURTS DESCRIBED ABOVE HAVING SITES IN HOUSTON, TEXAS AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT A FINAL AND NONAPPEALABLE JUDGMENT AGAINST A PARTY IN ANY ACTION OR PROCEEDING CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT. TO THE EXTENT THAT EITHER PARTY OR ANY OF ITS AFFILIATES HAS ACQUIRED, OR HEREAFTER MAY ACQUIRE, ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL**

**PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH PARTY (ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES) HEREBY IRREVOCABLY (I) WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS WITH RESPECT TO THIS ASSIGNMENT AND (II) SUBMITS TO THE PERSONAL JURISDICTION OF ANY COURT DESCRIBED IN THIS PARAGRAPH. EACH PARTY TO THIS ASSIGNMENT HEREBY KNOWINGLY AND VOLUNTARILY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS ASSIGNMENT OR ANY ANCILLARY AGREEMENT OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF.**

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, each of the parties hereto have caused this Assignment to be duly executed on the date set forth in their respective Acknowledgement but effective for all purposes as of the Effective Time.

**ASSIGNOR:**

W&T Offshore, Inc.

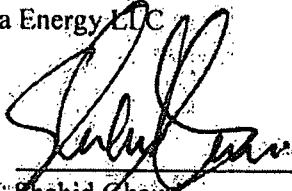
By: John D. Gibbons  
Name: John D. Gibbons  
Title: Chief Financial Officer

W & T Energy VI, LLC

By: John D. Gibbons  
Name: John D. Gibbons  
Title: Representative

**ASSIGNEE:**

Monza Energy LLC



By: \_\_\_\_\_

Name: Shahid Ghauri

Title: Corporate Secretary

*Signature Page to Assignment, Bill of Sale and Conveyance*

## ATTACHMENT I

TO

### ASSIGNMENT, BILL OF SALE AND CONVEYANCE

#### DEFINITIONS

***“Applicable Contracts”*** means all Contracts to which (a) Seller is a party to the extent relating to any of the Conveyed Interests or (b) the Conveyed Interests are bound, and (in each case) that will be binding on Assignee from and after the Effective Time, including: communitization agreements; net profits agreements; production payment agreements; area of mutual interest agreements; joint venture agreements; joint development agreements; participation agreements; confidentiality agreements; farmin and farmout agreements; bottom hole agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation, and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; balancing agreements; pooling or communitization declarations or agreements; unitization agreements; processing agreements; saltwater disposal agreements; facilities or equipment leases; and other similar contracts and agreements, but exclusive of any Contracts to the extent relating to the Excluded Assets or any master service agreements.

***“Contribution Agreement”*** means that certain Contribution Agreement, executed as of February 23, 2018, by and between Assignor and Assignee.

***“Excluded Assets”*** means (a) all of Assignor’s right, title and interest in and to (i) all equipment, machinery, fixtures and other tangible personal property and improvements, whether or not located on the Leases, in each case that exist as of the Effective Time, including any platforms, trees, PLETs, jumpers, SCADA, computers, communication equipment, flowlines, risers, umbilicals, control assemblies, production handling facilities and equipment, and personal property and related equipment, and (ii) the Assets other than the Conveyed Interests; (b) all of Assignor’s corporate minute books, financial, budget, Tax records and other business records that relate to any Assignor’s business generally (including the ownership and operation of the Conveyed Interests); (c) to the extent that they do not relate to the Assumed Obligations for which Assignee is providing indemnification under the Contribution Agreement, all trade credits, all accounts, all receivables of Assignor and all other proceeds, income or revenues of Assignor attributable to the Conveyed Interests and attributable to any period of time prior to the Effective Time, as defined in the Contribution Agreement; (d) to the extent that they do not relate to the Assumed Obligations for which Assignee is providing indemnification under the Contribution Agreement, any and all claims and causes of action of Assignor that are attributable to periods of time prior to the Effective Time, as defined in the Contribution Agreement (including claims for adjustments or refunds); (e) to the extent that they do not relate to the Assumed Obligations for which Assignee is providing indemnification under the Contribution Agreement, all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property; (f) all claims of Assignor or any of its Affiliates for refunds of, loss carryforwards with respect to or credits attributable to

(i) Taxes attributable to the Conveyed Interests relating to any Tax period (or portion thereof) ending prior to the Closing Date, (ii) income Taxes of Assignor, and (iii) any Taxes attributable to the Excluded Assets; (g) all servers and all intangible information technology assets, including (i) computer, server, proprietary and Assignor and its Affiliates' specific software and (ii) any other intangible information technology assets; (h) to the extent that they do not relate to the Assumed Obligations for which Assignee is providing indemnification under the Contribution Agreement, all rights, benefits and releases of Assignor or its Affiliates under or with respect to any Contract that are attributable to periods of time prior to Closing; (i) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (j) all documents and instruments of Assignor that may be protected by an attorney-client privilege or any attorney work product doctrine (other than title opinions); (k) all data that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with Third Parties; (l) all audit rights of Assignor arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time, as defined in the Contribution Agreement or with respect to any of the Excluded Assets; (m) all geophysical and other seismic and related technical data and information relating to the Conveyed Interests; (n) documents prepared or received by Assignor or its Affiliates with respect to (i) lists of prospective purchasers for such transactions compiled by Assignor, (ii) bids submitted by other prospective purchasers of the Conveyed Interests, (iii) analyses by Assignor or its Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among Assignor, its representatives, and any prospective purchaser other than Assignee, and (v) correspondence between Assignor or any of its representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Assignment; (o) any offices, office leases and any personal property located in or on such offices or office leases; (p) any fee simple surface estate; (q) any leases, Contracts, rights and other assets specifically listed on *Exhibit D*; (r) any Hedge Contracts of Assignor; (s) any debt instruments of Assignor; (t) any fee mineral interests, and any right to production revenues associated therewith; (u) all personnel files and records of Assignor; (v) all data contained on back-up tapes or disaster recovery tapes; (w) all vehicles and trailers; (x) any personal property of Assignor, and (y) any assets described in *Exhibit C* that are not assignable.

**"Hydrocarbons"** means the oil, gas, casinghead gas, coalbed methane, condensate and other gaseous or liquid hydrocarbons, or any combination thereof, and all other leased under the Leases substances, and the proceeds therefrom.

**EXHIBIT A**

**IDENTIFIED PROJECT AREAS**

**[See Attached]**

EXHIBIT A

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, dated March 12, 2018, by and among W&T OFFSHORE, INC. and W & T ENERGY VI, LLC, as Assignor, and MONZA ENERGY LLC, as Assignee.

	Field	Well	W&T Entity	Area/Block(s)	Aliquot(s)	WI	NRI	WT Entity WI	WT Entity NRI	Monza WI	Monza NRI	State	County / Parish	Comments
1	EW 0910	ST 311 A-3	W&T Energy VI, LLC	ST 311 ST 320	SE/4 SE/4; NE/4 NE/4; SE/4 NE/4;	36.000000%	30.000000%	3.98160%	3.3180%	32.01840%	26.6820%	Louisiana	Terrebonne, Lafourche	
2	EW 0910	ST 311 A-2	W&T Energy VI, LLC	ST 320	E/2 NE/4; E/2 W/2 NE/4; N/2 NE/4 SE/4	36.000000%	30.000000%	3.98160%	3.3180%	32.01840%	26.6820%	Louisiana	Terrebonne, Lafourche	
3	VK 0823	A10ST	W&T Energy VI, LLC	VK 822	NW/4 SW/4 NE/4; S/2 SW/4 NE/4; N/2 NW/4 SE/4; SE/4 NW/4 SE/4; NE/4 SW/4 SE/4; SW/4 NE/4 SE/4; NW/4 SE/4 SE/4	70.329670%	65.362637%	7.77846%	7.2291%	62.55121%	58.1335%	Alabama	Mobile, Baldwin	VK822 currently receives Royalty Relief
4	MP 0286	001	W&T Offshore, Inc.	MP 286	ALL	100.000000%	81.250000%	11.06000%	8.9863%	88.94000%	72.2638%	Louisiana	Plaquemines	
5	SS 0349	A005 ST	W&T Offshore, Inc.	SS 359	E/2 E/2 NW/4; W/2 W/2 NE/4	100.000000%	83.333333%	11.06000%	9.2167%	88.94000%	74.1167%	Louisiana	Terrebonne	
6	VK 0823	A012	W&T Energy VI, LLC	VK 779 VK 823	SW/4 SW/4; SW/4 SE/4 SW/4 NE/4 NW/4 NW/4	70.329670%	57.142857%	7.77846%	6.3200%	62.55121%	50.8229%	Alabama	Mobile, Baldwin	
7	GB 0258	SS002 ST3	W&T Energy VI, LLC	GB 258	SW/4 SW/4	43.750000%	38.656250%	4.83875%	4.2754%	38.91125%	34.3809%	Louisiana	Vermilion	
8	SS 0028	SS 29 #0012	W&T Offshore, Inc.	SS 29	NW/4 NW/4	67.500000%	56.755400%	7.46550%	6.2771%	60.03450%	50.4783%	Louisiana	Terrebonne	
9	MC 0800	G DEEP	W&T Offshore, Inc.	MC 800	SE/4 NE/4; N/2 NE/4 SE/4	57.500000%	58.350000%	6.35950%	6.4535%	51.14050%	51.8965%	Louisiana	Plaquemines	MC 800 currently receives Royalty Relief
10	EW 0910	EW 0953 SS1	W&T Energy VI, LLC	EW 953	E/2	50.000000%	40.625000%	5.53000%	4.4931%	44.47000%	36.1319%	Louisiana	Terrebonne, Lafourche	
11	VK 0823	A014	W&T Energy VI, LLC	VK 822 VK 823	SE/4 NE/4 NE/4; NE/4 SE/4 NE/4 SW/4 NW/4; SW/4 NW/4 NW/4	70.329670%	65.362637%	7.77846%	7.2291%	62.55121%	58.1335%	Alabama	Mobil, Baldwin	VK822 currently receives Royalty Relief
12	MC 0243	NW #1	W&T Energy VI, LLC	MC 243	N/2 NE/4 NW/4; N/2 NW/4 NE/4	100.000000%	100.000000%	11.06000%	11.0600%	88.94000%	88.9400%	Louisiana	Plaquemines	MC 243 currently receives Royalty Relief
13	MC 0800	GW #1	W&T Offshore, Inc.	MC 800	SE/4 SE/4 NW/4; SW/4 SW/4 NE/4; NE/4 NE/4 SW/4; NW/4 NW/4 SE/4	57.500000%	58.350000%	6.35950%	6.4535%	51.14050%	51.8965%	Louisiana	Plaquemines	MC 800 currently receives Royalty Relief
14	AT 0575	AT 574 NORTH FLANK	W&T Energy VI, LLC	AT 574	N/2, N/2 N/2 S/2	20.000000%	17.500000%	2.21200%	1.9355%	17.78800%	15.5645%	Louisiana	Jefferson, Plaquemines	

**EXHIBIT B**

**LEASES**

**[See Attached]**

*Exhibit B to Assignment, Bill of Sale and Conveyance*

EXHIBIT B

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, dated March 12, 2018, by and among W&T OFFSHORE, INC. and W & T Energy VI, LLC, as Assignor, and MONZA ENERGY LLC, as Assignee.

**AT 574 North Flank Well**

[AT 574 Lease]

Oil & Gas Lease bearing Serial Number OCS-G 8035, dated effective August 1, 1985, between the United States of America, as LESSOR, and Conoco Inc., Pennzoil Producing Company, Amerada Hess Corporation, and Sun Exploration and Production Company, as LESSEE, covering and affecting lands described as All of Block 574, Atwater Valley, OCS Official Protraction Diagram NG 16-1, **INSOFAR AND ONLY INSOFAR AS** the Lease covers the following:

**Aliquots:** N/2, N/2 N/2 S/2  
**Interest:** Lease WI: 20.00%;  
Lease NRI: 17.50%

**EW 953 SS1 Well**

[EW 953 Lease]

Oil & Gas Lease bearing Serial Number OCS-G 35303, dated effective July 1, 2014, between the United States of America, as LESSOR, and W&T Energy VI, LLC, as LESSEE, covering and affecting lands described as All of Block 953, Ewing Bank, OCS Official Protraction Diagram NH 15-12, **INSOFAR AND ONLY INSOFAR AS** the Lease covers the following:

**Aliquots:** E/2  
**Interest:** WI: 50.00%;  
NRI: 40.625%

**GB 258 SS2 ST3 Well**

[GB 258 Lease]

Oil & Gas Lease bearing Serial Number OCS-G 27632, dated effective January 1, 2006, between the United States of America, as LESSOR, and Newfield Exploration Company, as LESSEE, covering and affecting lands described as All of Block 258, Garden Banks, OCS Official Protraction Diagram NG 15-02, **INSOFAR AND ONLY INSOFAR AS** the Lease covers the following:

**Aliquots:** SW/4 SW/4  
**Interest:** WI: 43.75%;  
NRI: 38.656250%

**MC 243 NW #1 Well**

[MC 243 Lease]

Oil & Gas Lease bearing Serial Number OCS-G 19931, dated effective June 1, 1998, between the United States of America, as LESSOR, and Elf Exploration, Inc., as LESSEE, covering and affecting lands described as All of Block 243, Mississippi Canyon, OCS Official Protraction Diagram NH 16-10, **INSOFAR AND ONLY INSOFAR AS** the Lease covers the following:

**Aliquots:** N/2 NE/4 NW/4; N/2 NW/4 NE/4;  
**Interest:** **WI:** 100%  
**NRI:** 100%; (87.50% after Royalty Relief)

**MC 800 G Deep Well and MC 800 GW Well**

[MC 800 Lease]

Oil & Gas Lease bearing Serial Number OCS-G 18292, dated effective July 1, 1997, between the United States of America, as LESSOR, and Union Pacific Resources Company, as LESSEE, covering and affecting lands described as All of Block 800, Mississippi Canyon, OCS Official Protraction Diagram NH 16-10, **INSOFAR AND ONLY INSOFAR AS** the Lease covers the following:

**Aliquots:** SE/4 NE/4; N/2 NE/4 SE/4; SE/4 SE/4 NW/4; SW/4 SW/4 NE/4; NE/4 NE/4 SW/4; NW/4 NW/4 SE/4;  
**Interest:** **WI:** 57.50%  
**NRI:** 58.35%; (51.1625% after Royalty Relief)

**MP 286 001 Well**

[MP 286 Lease]

Oil & Gas Lease bearing Serial Number OCS-G 34390, dated effective November 1, 2012, between the United States of American, as LESSOR, and W&T Offshore, Inc., as LESSEE, covering and affecting lands described as All of Block 286, Main Pass Area, South and East Addition, as shown on OCS Leasing Map, Louisiana Map No. 10A:

**Aliquots:** All  
**Interest:** **WI:** 100%  
**NRI:** 81.25%

**SS 29 0012 Well**

[SS 29 Lease]

Oil & Gas Lease bearing Serial Number OCS 0345, dated effective September 12, 1946, (formerly Louisiana State Lease No. 751 covering All of Tract No. 743) between the United States of America, as LESSOR, and Kerr-McGee Oil Industries, Inc., as LESSEE, covering and affecting lands described as All of Block 29, Ship Shoal Area, as shown on the OCS Leasing Map, Louisiana Map No. 5, **INSOFAR AND ONLY INSOFAR AS** the Lease covers the following:

**Aliquots:** NW/4 NW/4  
**Interest:** WI: 67.5%  
NRI: 56.7554%

**SS349 A005 ST2 Well**

[SS 359 Lease]

Oil & Gas Lease bearing Serial Number OCS-G 12010, dated effective June 1, 1990, between the United States of America, as LESSOR, and Phillips Petroleum Company, as LESSEE, covering and affecting lands described as All of Block 359, Ship Shoal Area, South Addition, as shown on the OCS Leasing Map, Louisiana Map No. 5A, **INSOFAR AND ONLY INSOFAR AS** the Lease covers the following:

**Aliquots:** E/2 E/2 NW/4; W/2 W/2 NE/4;  
**Interest:** WI: 100%  
NRI: 83.333333%

**ST 311 A-2 Well and ST 311 A-3 Well**

[ST 311 Lease]

Oil & Gas Lease bearing Serial Number OCS-G 31418, dated effective March 1, 2008, between the United States of America, as LESSOR, and Walter Oil & Gas Corporation, as LESSEE, covering and affecting lands described as All of Block 311, South Timbalier Area, South Addition, as shown on the OCS Leasing Map, Louisiana Map No. 6A, **INSOFAR AND ONLY INSOFAR AS** the Lease covers the following: (Note: W&T Energy VI, LLC owns a contractual interest in this Lease as set out in that certain Participation Agreement, dated September 15, 2017, between Walter Oil & Gas Corporation, et al.):

**Aliquots:** SE/4 SE/4  
**Interest:** **WI:** 36.00%  
**NRI:** 30.00%

[ST 320 Lease]

Oil & Gas Lease bearing Serial Number OCS-G 24990, dated effective May 1, 2003, between the United States of America, as LESSOR, and Kerr-McGee Oil & Gas Corporation, as LESSEE, covering and affecting lands described as All of Block 320, South Timbalier Area, South Addition, as shown on the OCS Leasing Map, Louisiana Map No. 6A, **INSOFAR AND ONLY INSOFAR AS** the Lease covers the following (Note: Lease is subject to that certain Participation Agreement, dated September 15, 2017, between Walter Oil & Gas Corporation, et al.):

**Aliquots:** E/2 NE/4; E/2 W/2 NE/4; N/2 NE/4 SE/4  
**Interest:** **WI:** 50.00%  
**NRI:** 41.665%

**W&T Well WI:** 3.98160%  
**W&T Well NRI:** 3.31800%

**Monza Well WI:** 32.01840%  
**Monza Well NRI:** 26.68200%

Note: The leasehold interest and the well interest differ due to the lease being subject to that certain Participation Agreement between Walter Oil & Gas Corporation, W & T Energy VI, LLC, W&T Offshore, Inc., Apache Shelf Exploration LLC, Fieldwood Energy LLC, Castex Offshore, Inc. and GOME 1271 LLC dated effective 9/15/2017.

**VK 823 A012 Well**

[VK 779 Lease]

Oil & Gas Lease bearing Serial Number OCS-G 35803, dated effective June 1, 2016, between the United States of America, as LESSOR, and W&T Offshore, Inc., as LESSEE, covering and affecting lands described as All of Block 779, Viosca Knoll, as shown on the OCS Leasing Map, Louisiana Map No. NH 16-07, **INSOFAR AND ONLY INSOFAR AS** the Lease covers the following:

**Aliquots:** SW/4 SW/4; SW/4 SE/4 SW/4  
**Interest:** **WI:** 100.00%  
**NRI:** 81.25%

**W&T Well WI:** 7.77846%  
**W&T Well NRI:** 6.32000%

**Monza Well WI:** 62.55121%  
**Monza Well NRI:** 50.82290%

Note: The leasehold interest will be subject to that certain Participation Agreement to be entered between W&T Energy VI, LLC and EnVen Energy Ventures, LLC and Energy XXI GOM, LLC whereby W&T Energy VI, LLC's 100% leasehold interest may be reduced by the participation of EnVen Energy Ventures, LLC and Energy XXI GOM, LLC in the drilling of the VK 823 A012 Well.

**VK 823 A10ST Well and VK 823 A014 Well**

[VK 822 Lease]

Oil & Gas Lease bearing Serial Number OCS-G 16549, dated effective July 1, 1996, between the United States of America, as LESSOR, and Pogo Producing Company, Coastal Oil & Gas Corporation, and Nippon Oil Exploration U.S.A. Limited, as LESSEE, covering and affecting lands described as All of Block 822, Viosca Knoll, as shown on the OCS Leasing Map, Louisiana Map No. NH 16-7, **INSOFAR AND ONLY INSOFAR AS** the Lease covers the following:

**Aliquots:** NW/4 SW/4 NE/4; S/2 SW/4 NE/4; N/2 NW/4 SE/4; SE/4 NW/4 SE/4; NE/4 SW/4 SE/4; SW/4 NE/4 SE/4; NW/4 SE/4 SE/4; SE/4 NE/4 NE/4; NE/4 SE/4 NE/4;  
**Interest:** **WI:** 64.00%  
**NRI:** 56.00%; (subject to Royalty Relief and Unit Allocation)

[VK 823 Lease]

Oil & Gas Lease bearing Serial Number OCS-G 10942, dated effective July 1, 1989, between the United States of America, as LESSOR, and BP Exploration Inc., as LESSEE, covering and affecting lands described as All of Block 823, Viosca Knoll, as shown on the OCS Leasing Map, Louisiana Map No. NH 16-7, **INSOFAR AND ONLY INSOFAR AS** the Lease covers the following:

**Aliquots:** NE/4 NW/4 NW/4; SW/4 NW/4; SW/4 NW/4 NW/4;  
**Interest:** **WI:** 64.00%  
**NRI:** 56.00%; (subject to Unit Allocation)

**W&T Well WI:** 7.77846%  
**W&T Well NRI:** 7.22910%

**Monza Well WI:** 62.55121%  
**Monza Well NRI:** 58.13350%

Note: The leasehold interest and the well interest differ due to W&T Energy VI, LLC electing to pick up its proportionate share of Black Elk Energy Offshore Operations LLC default interest pursuant to that certain Offshore Operating Agreement, by and between Elf Exploration, Inc., Coastal Oil and Gas Corporation, Pogo Producing Company, Nippon Oil Exploration USA Limited and their respective successors dated effective November 1, 1996 covering VK 822 and VK 823, as amended.

(End of Exhibit B)

**EXHIBIT C**  
**APPLICABLE CONTRACTS**

**[See Attached]**

*Exhibit C to Assignment, Bill of Sale and Conveyance*

## **Exhibit C**

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, dated March 12, 2018, by and among W&T OFFSHORE, INC. and W & T Energy VI, LLC, as Assignor, and MONZA ENERGY LLC, as Assignee.

### **I. LAND AGREEMENTS**

#### **Atwater Valley 574, Atwater Valley 575, Atwater Valley 618**

1. Unit Operating Agreement dated April 25, 2002, by and between BHP Billiton Petroleum (Deepwater) Inc., Marathon Oil Company, Woodside Energy (USA) Inc. (Non-Operator), and BHP Petroleum (GOM) Inc. (Operator), covering AT 573, 574, 575, 617, 618 (Neptune Prospect), as amended.
2. Participation Agreement, dated April 23, 2002, by and between BHP Billiton Petroleum (Deepwater) Inc. and Marathon Oil Company covering Neptune Prospect.
3. Unit Agreement (Federal), dated February 1, 1995, by and between the USA and BP Exploration & Oil Inc., as amended.

#### **Ewing Banks 953**

1. Offshore Operating Agreement that will be substantially similar to the Offshore Operating Agreement dated effective March 1, 2014 between W&T Offshore Inc. (Operator) and Walter Oil & Gas Corporation and W & T Energy VI, LLC (Non-Operators) covering EW 910 and ST 320.
2. Participation Agreement, effective March 1, 2014, by and between Walter Oil & Gas Corporation, W&T Energy VI, LLC and W&T Offshore, Inc., as amended.

#### **Garden Banks 258**

1. Farmout Agreement dated effective February 1, 2006 between Shell Offshore Inc. and Kerr-McGee Oil & Gas Corporation.
2. Joint Venture Agreement dated effective February 1, 2006 between Newfield Exploration Company and Kerr-McGee Oil & Gas Corporation.
3. Joint Operating Agreement dated effective May 1, 2006 between Kerr-McGee Oil & Gas Corporation, Newfield Exploration Company, and Woodside Energy (USA) Inc.
4. Participation Agreement dated effective May 1, 2006 between Newfield Exploration Company, Kerr-McGee Oil & Gas Corporation, and Woodside Energy (USA) Inc.

5. Overriding Royalty Exchange Agreement dated effective August 1, 2006 between Newfield Exploration Company, Newfield Exploration Gulf Coast Inc. and Shell Offshore Inc.
6. Production Handling Agreement dated effective February 12, 2008 between Hess Corporation and Kerr-McGee Oil & Gas Corporation (Baldpate Owners) and Kerr-McGee Oil & Gas Corporation, Newfield Exploration Company, and Woodside Energy (USA) Inc. (GB 258/302 Owners).

**Mississippi Canyon 800**

1. Purchase and Sale Agreement dated January 23, 2007 between Newfield Exploration Company, Nexen Petroleum Offshore U.S.A. Inc. and ATP Oil & Gas Corporation.
2. Offshore Operating Agreement dated effective January 23, 2007 between Newfield Exploration Company, as Operator, and Deep Gulf Energy LP and ATP Oil & Gas Corporation, as Non-Operators, as amended.
3. Amended and Restated Participation Agreement dated effective January 24, 2007 between Newfield Exploration Company and Deep Gulf Energy LP.
4. Participation Agreement dated effective March 1, 2007 between Newfield Exploration Company and Arena Exploration, LLC, as amended.
5. Participation Agreement dated effective February 27, 2008 between Newfield Exploration Company and CL&F Resources LP.
6. Acreage Exchange Agreement dated effective December 30, 2009 between Newfield Exploration Company and ATP Oil & Gas Corporation.
7. Production Handling and Operating Services Agreement dated effective January 2, 2010 between Murphy Exploration & Production Company – USA, Callon Petroleum Operating Company, ENI Petroleum US LLC, Medusa Spar LLC and Newfield Exploration Company, Deep Gulf Energy LP, Arena Exploration LLC, ATP Oil & Gas Corporation, CL&F Resources LP.

**Ship Shoal 28**

1. Offshore Operating Agreement between Kerr-McGee Oil Industries, Inc., Phillips Petroleum Company, Stanolind Oil and Gas Company and dated March 8, 1947.
2. Amendment of Operating Agreement between Kerr-McGee Corporation, Southern Natural gas Company, and Amoco Production Company dated September 1, 1971.

3. Block 28 Ship Shoal Unit Agreement, dated May 25, 1956, by and between Kerr-McGee Oil Industries, Inc. ("Kerr-McGee"), as Unit Operator, Kerr-McGee and Stanolind Oil and Gas Company ("Stanolind"), as Working Interest Owners, and Stanolind, as Overriding Royalty Interest Owners, as amended.

**Ship Shoal 349, Ship Shoal 359**

1. Unit Operating Agreement effective October 1, 1994, by and between Anadarko Petroleum Corporation, Amoco Production Company (Non-Operator), and Phillips Petroleum Company (Operator), covering Ship Shoal 349 and 359.

**South Timbalier 311, South Timbalier 320**

1. Participation Agreement between Walter Oil & Gas Corporation, W & T Energy VI, LLC, W&T Offshore, Inc., Apache Shelf Exploration LLC, Fieldwood Energy LLC, Castex Offshore, Inc. and GOME 1271 LLC dated effective 9/15/2017.
2. Production Handling Agreement between Walter Oil & Gas Corporation, Apache Shelf Exploration LLC, Fieldwood Energy LLC, Castex Offshore, Inc., and GOME 1271 LLC (collectively "Processors") and Walter Oil & Gas Corporation, Apache Shelf Exploration LLC, Fieldwood Energy LLC, Castex Offshore, Inc., GOME 1271 LLC, W&T Offshore, Inc., and W&T Energy VI LLC (collectively "Producers"). Exhibit E of the Participation Agreement dated effective 9/15/2017.
3. Offshore Operating Agreement Walter Oil & Gas Corporation, W & T Energy VI, LLC, W&T Offshore, Inc., Apache Shelf Exploration LLC, Fieldwood Energy LLC, Castex Offshore, Inc. and GOME 1271 LLC dated effective 9/15/2017.

**Viosca Knoll 822, Viosca Knoll 823 and Viosca Knoll 779**

1. Offshore Operating Agreement, by and between Elf Exploration, Inc., Coastal Oil and Gas Corporation, Pogo Producing Company, Nippon Oil Exploration USA Limited and their respective successors dated effective November 1, 1996 covering VK 822 and VK 823.
2. Ratification, Adoption and Amendment to Offshore Operating Agreement, by and between Elf exploration, Inc., Coastal Oil and Gas Corporation, Pogo Producing Company, Nippon Oil Exploration USA Limited and their respective successors dated effective March 1, 1997 covering VK 822 and VK 823.
3. Unit Agreement, Contract No. 754397010, by and between Elf Exploration, Elf Exploration, Inc., Coastal Oil and Gas Corporation, Pogo Producing Company, Nippon Oil Exploration USA Limited and their respective successors dated effective March 1, 1997.

4. Platform Use and Construction Agreement, as amended, between Elf Exploration Inc., Coastal Oil & Gas Corporation, Pogo Producing Company, and Nippon Oil Exploration U.S.A., Ltd., and Dauphin Island Gathering Partners ("DIGP") dated effective August 20, 1998.
5. Participation Agreement between W&T Energy VI, LLC, EnVen Energy Ventures, LLC and Energy XXI GOM, LLC.

## **II. MARKETING AGREEMENTS**

### **Vioska Knoll 823**

1. Gas Gathering Agreement by and between "Producers" (Includes Elf Exploration) and Dauphin Island Gathering Partners dated August 20, 1998
2. As Amended, FT-2 Transportation Service Agreement (North) by and between Elf Exploration, Inc and Dauphin Island Gathering Partners dated August 20, 1998
3. As Amended, FT-2 Transportation Service Agreement (West) by and between Elf Exploration, Inc and Dauphin Island Gathering Partners dated August 20, 1998
4. Capacity Allocation and Transportation and Gathering Rate on DIGS - MP by and between Elf Exploration, Inc and Dauphin Island Gathering Partners dated August 20, 1998
5. FT-2 MP Reserve Commitment Agreement by and between Elf Exploration, Inc and Dauphin Island Gathering Partners dated August 20, 1998
6. Storage and Terminal Loading Agreement - MBPP - for Slug Catcher Stabilized Condensate by and between Elf Exploration, Inc and Mobile Bay Processing Partners, by its managing partner, PanEnergy Mobile Bay Processing, L.L.C. effective December 8, 1999

**EXHIBIT D**  
**EXCLUDED ASSETS**

**[See Attached]**

**EXHIBIT D**

**EXCLUDED ASSETS**

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, dated March 12, 2018, by and among W&T OFFSHORE, INC. and W & T ENERGY, LLC, as Assignor, and MONZA ENERGY LLC, as Assignee.

Field	W&T Entity	Area/Block(s)	Well	Aliquot(s)	Excluded Assets
AT 0575	W&T Energy VI, LLC	AT 574	NORTH FLANK	N/2; N/2 N/2 S/2	Excluded Assets as defined in the Agreement including but not limited to the wells and Pipeline Segment #15923.
EW 0910	W&T Energy VI, LLC	ST 320	A-3	NE/4 NE/4; SE/4 NE/4	Excluded Assets as defined in the Agreement including but not limited to the wells.
EW 0910	W&T Energy VI, LLC	ST 320	A-2	E/2 NE/4; E/2 W/2 NE/4; N/2 NE/4 SE/4	Excluded Assets as defined in the Agreement including but not limited to the wells.
EW 0910	W&T Energy VI, LLC	EW 953	SS1	E/2	Excluded Assets as defined in the Agreement including but not limited to the wells and Pipeline Segments 11778 and 7812.
GB 0258	W&T Energy VI, LLC	GB 258	SS002 ST3	SW/4 SW/4	Excluded Assets as defined in the Agreement including but not limited to the SS02 well and Pipeline Segments 10227 and 10229.
MC 0243	W&T Energy VI, LLC	MC 243	NW #1	N/2 NE/4 NW/4; N/2 NW/4 NE/4	Excluded Assets as defined in the Agreement including but not limited to the wells and Pipeline Segments #13854 (ROW G24248), #13943 (ROW G24282), #18307 (ROW 29093), #18308, #18309 (ROW 29094,) and proposed #19376.
MC 0800	W&T Offshore, Inc.	MC 800	G DEEP	SE/4 NE/4; N/2 NE/4 SE/4	Excluded Assets as defined in the Agreement including but not limited to the wells and Pipeline Segments #16273, #16274, #16275 (ROW G28990) and #16313.
MC 0800	W&T Offshore, Inc.	MC 800	GW #1	SE/4 SE/4 NW/4; SW/4 SW/4 NE/4; NE/4 NE/4 SW/4; NW/4 NW/4 SE/4	Excluded Assets as defined in the Agreement including but not limited to the SS01 well.
MP 0286	W&T Offshore, Inc.	MP 286	I	All	Excluded Assets as defined in the Agreement including but not limited to the wells and Pipeline Segments #10232, #10680, #11465, #11677 and #11935.
SS028	W&T Offshore, Inc.	SS 29	12	NW/4 NW/4	Excluded Assets as defined in the Agreement including but not limited to the wells.

Field	W&T Entity	Area/Block(s)	Well	Aliquot(s)	Excluded Assets
SS 0349	W&T Offshore, Inc.	SS 359	A005 ST2	E/2 E/2 NW/4; W/2 W/2 NE/4	Excluded Assets as defined in the Agreement including but not limited to wells A002, A005, A008, A009, A010, A011, A012, A018, and Pipeline Segments #7867 (ROW G8515), #10597 (ROW G15024), #14077 (ROW G24664) and #15885 (ROW 28232).
VK 0823	W&T Energy VI, LLC	VK 822	A10ST	NW/4 SW/4 NE/4; S/2 SW/4 NE/4; N/2 NW/4 SE/4; SE/4 NW/4 SE/4; NE/4 SW/4 SE/4; SW/4 NE/4 SE/4; NW/4 SE/4 SE/4	Excluded Assets as defined in the Agreement including but not limited to wells A004, A008, and Pipeline Segments # 10680 (ROW G1666), #16072 (ROW G23715), #17811 & #17812 (ROW 28563), #13591 & #13359 (ROW G7828).
VK 0823	W&T Energy VI, LLC	VK 823	A012	NE/4 NW/4 NW/4	Excluded Assets as defined in the Agreement including but not limited to the wells and Pipeline Segment #12162 (ROW G21022).
VK 0823	W&T Energy VI, LLC	VK 779	A012	SW/4 SW/4; SW/4 SE/4 SW/4	Excluded Assets as defined in the Agreement including but not limited to the wells.
VK 0823	W&T Energy VI, LLC	VK 822 VK 823	A014	SE/4 NE/4 NE/4 (VK 822); NE/4 SE/4 NE/4 (VK 822); SW/4 NW/4 (VK 823) SW/4 NW/4 NW/4 (VK 823)	Excluded Assets as defined in the Agreement including but not limited to wells A001, A003, A005, and A009, and Pipeline Segments # 10680 (ROW G1666), # 12162 (ROW G21022), #12255 (ROW G21277), #16072 (ROW G23715), #17811 & #17812 (ROW 28563).