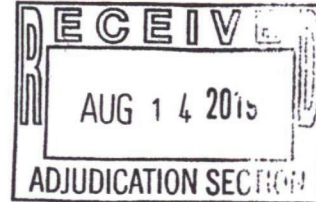


Paul Hudson  
800 Sunset Drive, B9  
McAllen, Texas 78503  
956-358-6134

August 12, 2019

Bureau of Ocean Energy Management (BOEM)  
Attn: Adjudication Section  
1201 Elmwood Park Blvd.  
New Orleans, LA 70123



RE: Amended and Restated Promissory Note, Pledge and Security Agreement  
Filed by: Paul Hudson  
Against: TOPCO OFFSHORE, LLC

To Whom It May Concern:

Enclosed please find the following:

1. The name of the document being filed is Amended and Restated Promissory Note, Pledge and Security Agreement. Enclosed is a one (1) copy for filing and one (1) to be returned date-stamped to the undersigned.
2. The lease affected is:  
Lease(s): OCS-G 33596  
Block(s): Vermilion Area, Block 170  
Location: Offshore Louisiana (Vermilion Parish)
3. The parties involved are TOPCO OFFSHORE, LLC (Debtor) and Paul Hudson (Claimant).
4. Category Name: Liens and Lien Affidavit. Category Number 6
5. This cover letter pertains to the document being submitted for filing.
6. Enclosed is a copy of receipt in the amount of \$29.00 from pay.gov or the filing of the documents. Pay.gov Tracking ID: 26JEGH83, Agency Tracking ID: 75814718344.

7. Submitter's contact information:

Paul Hudson  
800 Sunset Drive, B9  
McAllen, Texas 78503  
956-358-6134

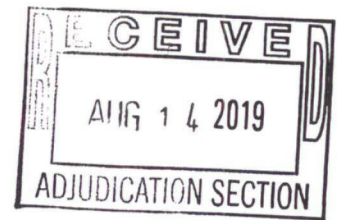
Please file the copy and return a date-stamped copy showing the recordation/filing data. A self-addressed, stamped envelope is included for this purpose.

Please contact me at 956-358-6134 if you have any questions.

Sincerely,



Paul Hudson



**AMENDED AND RESTATED  
PROMISSORY NOTE, PLEDGE AND SECURITY AGREEMENT**

\$178,912.21

March 20, 2019  
Houston, Texas

FOR VALUE RECEIVED, **TOPCO OFFSHORE, LLC** ("Borrower"), a Texas limited liability company whose principal address is 5858 Westheimer Road, Suite 115, Houston, Texas 77057, promises to pay to the order of **PAUL HUDSON** ("Lender") at his principal address of 24 Greenway Plaza, Suite 6000, Houston, TX 77027, or such other location as Lender may designate in writing, the original principal sum of One Hundred Seventy Eight Thousand Nine Hundred Twelve and 21/100 (\$178,912.21) Dollars, together with interest thereon accruing in accordance herewith. This Amended and Restated Promissory Note, Pledge and Security Agreement (this "Note") amends and restates any and all prior notes executed by Borrower in favor of Lender, including without limitation such Promissory Note, Pledge and Security Agreement dated March 12, 2019 made by Borrower in favor of Lender in the principal amount of \$385,000.00 and such Promissory Note, Pledge and Security Agreement dated February 19, 2019 made by Borrower in favor of Lender in the principal amount of \$235,000.00, both of which were not funded by Lender and are hereby revoked and null and void.

The aggregate outstanding principal shall bear simple interest at six (6.00%) percent per annum from the date hereof until paid.

Borrower shall pay the aggregate outstanding principal and accrued interest on or before August 1, 2019, without necessity of demand.

All payments and prepayments made by or on behalf of Borrower hereunder shall be made in lawful money of the United States to Lender in immediately available funds before 5:00 P.M. (Central time) on the date that such payment is required to be made. Any payment received and accepted by Lender after such time shall be considered for all purposes (including the calculation of interest, to the extent permitted by law) as having been made on Lender's next following business day. If the day for any payment or prepayment hereunder falls on a day which is not a business day, then for all purposes of this Note, the same shall be deemed to have fallen on the next following business day, and such extension of time shall in such case be included in the computation of payments of interest. Borrower may prepay all or any portion of this Note without penalty. Partial prepayments shall be applied first to accrued but unpaid interest and then to principal.

To secure payment and performance of the obligations created herein, Borrower hereby pledges and assigns to Lender, and grants to Lender a lien on and a security interest in and to all of Borrower's right, title and interest in and to the as-extracted collateral and all oil, gas and other hydrocarbons and minerals produced from or allocated to the lease described on Exhibit A, and together with all proceeds of any of the foregoing, in whatever form (collectively, the "Collateral"). Borrower authorizes Lender to file a financing statement in one or more jurisdictions and to do any and all other things reasonably necessary to perfect the security interest granted herein; *provided* that such financing statement or other actions to perfect the security interest may not be filed or taken by Lender before BOEM has accepted a \$3.0 million Dual-Obligee Bond from Borrower and other parties.



This Note constitutes a security agreement for purposes of the Uniform Commercial Code in all relevant jurisdictions. If Borrower defaults in the payment of the principal or interest under this Note as due (whether upon demand, maturity or otherwise), Lender may exercise any and all rights, powers and remedies of any owner of the Collateral (including for any foreclosure hereunder or for the sale of the Collateral under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Collateral under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy) and shall have and may exercise without demand any and all of the rights and remedies granted to a secured party upon default under the Uniform Commercial Code or otherwise available to Lender under applicable law.

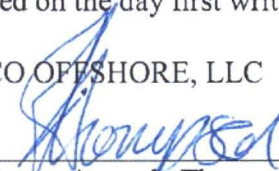
Borrower expressly waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, bringing of suit, diligence in taking any action to collect amounts called for hereunder and in the handling of property at any time existing as security in connection herewith, and shall be directly and primarily liable for the payment of all sums owing and to be owing hereon, regardless of and without any notice, diligence, act or omission as or with respect to the collection of any amount called for hereunder or in connection with any right, lien, interest or property at any and all times had or existing as security for any amount called for hereunder.


If this Note is placed in the hands of an attorney for collection, or suit is filed hereon, or proceedings are had in bankruptcy, probate, receivership or other judicial proceedings for the establishment or collection of any amount called for hereunder, or any amount payable or to be payable hereunder is collected through any such proceedings, Borrower agrees it is also to pay to the owner and holder of this Note a reasonable amount as attorneys' fees.


This Note may not be assigned by Borrower without the express written consent of Lender. The provisions of this Note may not be waived or modified except in writing, signed by Borrower and Lender. Failure by Lender to exercise any options or rights granted hereunder shall not constitute a waiver of future rights. This Note shall be governed by and construed under the laws of the State of Texas.

IN WITNESS WHEREOF, Borrower has caused this Amended and Restated Note, Pledge and Security Agreement to be executed and delivered on the day first written above.

TOPCO OFFSHORE, LLC

By:   
Name: Amanda Thompson  
Title: Manager

By:   
Name: David Monico  
Title: Manager

By:   
Name: Brian Strbac  
Title: Manager

**Exhibit A**  
**Lease**

OCS-G 33596 effective July 1, 2010, granted by United States of America, as Lessor, in favor of Contango Operators, Inc. as Lessee, covering all of Block 170, Vermilion Area, OCS Leasing Map, Louisiana Map No. 3, containing 5,000 acres.