

GIEGER, LABORDE & LAPEROUSE, L.L.C.

New Orleans

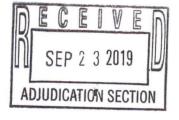
701 Poydras Street, Suite 4800 New Orleans, Louisiana 70139 Phone: 504-561-0400 | Fax: 504-561-1011 HOUSTON

5151 San Felipe, Suite 750 Houston, Texas 77056 Phone: 832-255-6000 | Fax: 832-255-6001

September 23, 2019

By Hand Delivery

United States Department of the Interior Bureau of Ocean Energy Management Gulf of Mexico OCS Region 1201 Elmwood Park Boulevard New Orleans, Louisiana 70123-2394



Attention:

Adjudication Unit

Re:

Non-Required Filing

Dear Madame or Sir:

Enclosed herewith please find one (1) original of the following document: Assignment and Bill of Sale, executed April 17, 2018, effective July 1, 2019, by and between Fieldwood Energy LLC, as Assignor, and Energy XXI GOM, LLC, as Assignee.

Please file this document in the non-required filing records maintained by your office under Category #7 – Contracts, Agreements, and Conveyances, for the following leases:

- 1. OCS-G 1083, WD 73;
- 2. OCS-G 1084, WD 74;
- 3. OCS-G 1085, WD 75;
- 4. OCS-G 1089, WD 90;
- 5. OCS-G 1090, WD 91; and

6. OCS-G 1091, WD 92.

Also enclosed is a pay.gov receipt indicating payment of the required filing fee Should you have any questions, please contact the undersigned.

Yours very truly,

Patti L. Spinney

Legal Assistant

Enclosures

Plaquemines Parish Recording Page

Kim Turlich-Vaughan Clerk of Court PO Box 40 Belle Chasse, LA 70037

(504) 934-6610

Received From:

SCHOEFFLER ENERGY GROUP, INC. 224 RUE DEJEAN LAFAYETTE, LA 70508

ADJUDICATION SECTION

SEP 2 3 2019

First VENDOR

FIELDWOOD ENERGY LLC

First VENDEE

ENERGY XXI GOM LLC

Index Type: CONVEYANCE

Type of Document: ASSIGNMENT

Recording Pages:

8

File Number: 2019-00002918

Book: 1415

Page: 506

Recorded Information

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

On (Recorded Date): 09/10/2019

At (Recorded Time): 10:44:12AM

Doc ID - 005244560008

CLERK OF COURT
KIM TURLICH-VAUGHAN
Parish of Plaquemines
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 09/10/2019 at 10:44:12
Recorded in Book 1415 Page 506
File Number 2019-00002918

Michael Brundon

Deputy Clerk



SEP 2 3 2019 ADJUDICATION SECTION

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") is made and entered into effective as of July 1, 2019 (the "Effective Date"), by and between Fieldwood Energy LLC, a Delaware limited liability company with an address of 2000 W. Sam Houston Pkwy South, Suite 1200 Houston, Texas 77042("Assignor") and Energy XXI GOM, LLC a Delaware limited liability company with an address of 1021 Main, Suite 2626 Houston, Texas 77002 ("Assignee"). Assignor and Assignee may be referred to herein, individually, as a "Party" and, collectively, as the "Parties".

WHEREAS, Assignor is the owner of certain interests in and to the unit, leases, and wells set forth on Exhibit "A" and Exhibit "B" (the "Lands") and other right, title and interest in or affecting the Lands, appurtenant to the Lands, and any and all agreements related thereto (collectively the "Assets"); and

WHEREAS, Assignee desires to acquire Assignor's right, title and interest in and to the Assets.

NOW THEREFORE, for and in consideration of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee, all of Assignor's right, title and interest in and to Assets, together with each and every kind and character of right, title, claim and interest that Assignor has in and to the Assets or the Assets currently pooled, unitized, communitized or consolidated therewith, pursuant to the terms and conditions of this Assignment.

It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, subject to the terms conditions herein contained, all of Assignor's right, title and interest in and to the Assets on the Effective Date, regardless of the inadvertent and unintentional omission of any errors in description, any incorrect or misspelled names or any transcribed or incorrect recording references contained in this Assignment and/or the exhibits hereto.

Assignor shall be entitled to all amounts realized from and accruing to the Assets prior to the Effective Date and Assignee shall be entitled to any amounts realized from and accruing to the Assets from and after the Effective Date.

This Assignment is made without warranty, express or implied. This Assignment is expressly made subject to the terms and conditions of the leases listed on Exhibit "A" ("Leases") and all existing assignments and agreements relating thereto and subject further to all overriding royalties, production payments and other burdens against the Assets as of the Effective Date.

The terms, covenants, and conditions hereof shall be binding upon, and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the lands covered by said Leases.

Each Party will execute and deliver an assignment form as required by the Bureau of Ocean Energy Management ("BOEM") and all such other and additional instruments, notices, releases and other documents, and will do all such other acts and things, as may be necessary to effectuate and perform all of the terms and conditions covered by this Assignment.

IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE HAS INSPECTED THE LEASES AND THE LANDS COVERED THEREBY AND HAS SATISFIED ITSELF AS TO ITS PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE ACCEPTS THE ASSETS, IN THEIR "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION WITHOUT ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED AS TO QUALITY, MERCHANTIBILITY, OR FITNESS FOR ANY USE WHATSOEVER.

ASSIGNEE ASSUMES ALL LIABILITY WITH REGARD TO THE ASSETS, WHETHER ARISING BEFORE, ON OR AFTER THE EFFECTIVE DATE, INCLUDING, BUT NOT LIMITED TO, ANY LIABILITY ASSOCIATED WITH THE ASSETS NOT BEING IN COMPLIANCE WITH APPLICABLE LAWS, RULES OR REGULATIONS, INCLUDING

THOSE OF THE BOEM AND THE BUREAU OF SAFETY AND ENVIRONMENTAL ENFORCEMENT ("APPLICABLE LAWS") AND THE EXISTENCE OR PRESENCE OF ADVERSE PHYSICAL CONDITIONS, INCLUDING BUT NOT LIMITED TO UNKNOWN OR ABANDONED OIL AND GAS WELLS, WATER WELLS, SUMPS AND PIPELINES THAT MAY NOT HAVE BEEN REVEALED BY ASSIGNEE'S INVESTIGATION.

ASSIGNEE HEREBY EXPRESSLY AGREES TO (I) COMPLY WITH ALL APPLICABLABLE LAWS WITH RESPECT TO ALL OPERATIONS ON THE ASSETS INCLUDING PLUGGING AND ABANDONMENT OF WELLS, THE COMPLIANCE WITH APPLICABLE LAWS, INCLUDING THOSE REGARDING THE ENVIRONMENT AND REGARDING INACTIVE OR UNPLUGGED WELLS, INCLUDING BONDING REQUIREMENTS, AND SURFACE WORK AS SPECIFIED IN THE LEASES OR APPLICABLE LAW OR REGULATION; AND (II) PROTECT, DEFEND, INDEMNIFY AND HOLD ASSIGNOR, ITS AFFILIATES, CO-VENTURERS, CO-LESSEES, PARTNERS AND THEIR RESPECTIVE EMPLOYEES, AGENTS, CONTRACTORS AND INSURERS FREE AND HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, FINES, PENALTIES, CLAIMS, DEMANDS, LITIGATION COSTS, ATTORNEYS FEES, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING OUT OF, INCIDENT TO, OR IN CONNECTION WITH THE ASSETS AFTER THE EFFECTIVE DATE.

ASSIGNEE HEREBY EXPRESSLY NEGATES AND DISCLAIMS, AND ASSIGNEE HEREBY WAIVES AND ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO: (I) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR; OR (II) GEOLOGICAL OR GEOPHYSICAL DATA OR INTERPRETATIONS, THE QUALITY, QUANTITY, RECOVERABILITY OR COST OF RECOVERY OF ANY HYDROCARBON RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, OR THE ABILITY TO SELL OR MARKET ANY HYDROCARBONS FROM THE ASSETS.

ASSIGNEE HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, ARTICLE 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTION, AND ALL OTHER CONSUMER PROTECTION LAWS OF THE STATE OF TEXAS, OR OF ANY OTHER STATE THAT MAY BE APPLICABLE TO THIS ASSIGNMENT, THAT MAY BE WAIVED BY ASSIGNEE. ASSIGNEE REPRESENTS THAT IT HAS HAD AN ADEQUATE OPPORTUNITY TO REVIEW THE PRECEDING WAIVER PROVISION, INCLUDING THE OPPORTUNITY TO SUBMIT THE SAME TO LEGAL COUNSEL FOR REVIEW AND ADVICE AND AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION VOLUNTARILY CONSENTS TO THIS WAIVER, AND UNDERSTANDS THE RIGHTS BEING WAIVED HEREIN.

ASSIGNEE HEREBY WAIVES THE PROVISIONS OF THE LOUISIANA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW (LA. R.S. 51;1402, ET SEQ.). FARMEE WARRANTS AND REPRESENTS THAT IT: (I) IS EXPERIENCED AND KNOWLEDGEABLE WITH RESPECT TO THE OIL AND GAS INDUSTRY GENERALLY AND WITH TRANSACTIONS OF THIS TYPE SPECIFICALLY; (II) POSSESSES AMPLE KNOWLEDGE, EXPERIENCE AND EXPERTISE TO EVALUATE INDEPENDENTLY THE MERITS AND RISKS OF THE TRANSACTIONS HEREIN CONTEMPLATED; AND (III) IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.

ASSIGNEE (1) WAIVES ALL RIGHTS IN REHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520, ET SEQ.; (II) ACKNOWLEDGES THAT THIS EXPRESS WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS ASSIGNMENT AND THE CONSIDERATION THEREOF; AND (III) ACKNOWLEDGES THAT THIS WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE, HAS BEEN EXPLAINED IN DETAIL AND THAT ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS WAIVER OF WARRANTY

OF FITNESS AND WARRANTY AGAINST REHIDIBITORY VICES AND DEFECTS FOR THE ASSETS.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RESULTING FROM OR ARISING OUT OF THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS INTERRUPTIONS, HOWEVER THE SAME MAY BE CAUSED; PROVIDED, HOWEVER, THE FOREGOING LIMITATION SHALL NOT BE CONSTRUED AS LIMITING THE OBLIGATIONS OF EITHER PARTY HEREUNDER TO INDEMNIFY THE OTHER PARTY AGAINST CLAIMS ASSERTED BY UNAFFILIATED THIRD PARTIES FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RESULTING FROM OR ARISING OUT OF THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS INTERRUPTIONS, HOWEVER THE SAME MAY BE CAUSED.

THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN DISREGARDING ANY CONFLICT OF LAWS RULE WHICH WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION; PROVIDED, HOWEVER, THAT NO LAW, THEORY, OR PUBLIC POLICY SHALL BE GIVEN EFFECT WHICH WOULD UNDERMINE, DIMINISH OR REDUCE THE EFFECTIVENESS OF THE WAIVER OF DAMAGES PROVIDED IN THE PRECEDING PARAGRAPH, IT BEING THE EXPRESS INTENT, UNDERSTANDING AND AGREEMENT OF THE PARTIES THAT SUCH WAIVER IS TO BE GIVEN THE FULLEST EFFECT, NOTWITHSTANDING THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, WILLFUL MISCONDUCT, STRICT LIABILITY OR OTHER LEGAL FAULT OF A PARTY HERETO. THE PARTIES HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN HARRIS COUNTY, TEXAS WITH RESPECT TO ANY MATTER RELATING TO OR ARISING OUT OF THIS ASSIGNMENT.

ASSIGNEE HEREBY AGREES TO SUBMIT AND FILE ALL NECESSARY PERMITS, APPLICATIONS AND OTHER DOCUMENTATION AND/OR MATERIALS WITH THE BOEM AND/OR ANY OTHER STATE, COUNTY, OR FEDERAL AGENCY OR ANY COURT AS NECESSARY TO TRANSFER OWNERSHIP AND OPERATION OF THE ASSETS FROM ASSIGNOR TO ASSIGNEE, AT THE SOLE COST AND EXPENSE OF ASSIGNEE.

THIS ASSIGNMENT MAY BE EXECUTED IN MULTIPLE COUNTERPARTS. EACH COUNTERPART SHALL BE DEEMED AN ORIGINAL INSTRUMENT AND SHALL BE BINDING ON THE PARTIES.

THE RECITALS ARE AN INTEGRAL PART OF THIS ASSIGNMENT. THE RECITALS SET FORTH HEREIN ARE AND FOR ALL PURPOSES SHALL BE INTERPRETED AS BEING AN INTEGRAL PART OF THIS ASSIGNMENT, CONSTITUTING ACKNOWLEDGMENTS AND AGREEMENTS BY AND BETWEEN THE PARTIES HERETO, AND ARE INCORPORATED IN THIS ASSIGNMENT BY THIS REFERENCE.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS ASSIGNMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL THE TERMS AND PROVISIONS OF THIS ASSIGNMENT. THIS ASSIGNMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, THIS ASSIGNMENT IS EXECUTED AS OF JULY 1, 2019 AND MADE EFFECTIVE AS OF THE EFFECTIVE DATE.

WITNESSES:

ASSIGNOR:

FIELDWOOD ENERGY LLC

Name: Title:

John H. Smith SVP-Business Development

ASSIGNEE:

ENERGY XXI GOM, LLC

Name: Ben Marchive II Title: Vice President, Land

STATE OF TX	8
COUNTY/PARISH OF HUYYIS	8
	Section 1: 3 1 c Contember
by Junn H. Smith, as SVP BUS	d before me on this 3 day of September, Mess Development of Fieldwood Energy LLC,
a Delaware limited liability company, on b	behalf of said company.
	Magen Smcleri Notary Public in and for the State of TX
NIII/	Notary Public in and for the State of

MAEGEN SINCLAIR

Notary Public, State of Texas

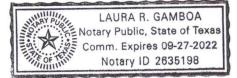
Comm. Expires 02-28-2022

Notary ID 131468883

STATE OF TOURS

COUNTY/PARISH OF Havris

This instrument was acknowledged before me this 29th day of August, by Narchive Tknown to me to be the person whose name is subscribed to the foregoing instrument as VP Land of Energy XXI GOM, LLC, a Delaware limited liability company, and on behalf of said entity.



Notary Public in and for the State of Texas

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF A CERTAIN ASSIGNMENT AND BILL OF SALE MADE EFFECTIVE JULY 1, 2019, BY AND BETWEEN FIELDWOOD ENERGY LLC, DYNAMIC OFFSHORE RESOURCES NS, LLC AND ENERGY XXI GOM, LLC

THE UNIT

West Delta Block 73 F-40 Sand Reservoir A Unit (terminated effective April 1, 1983 – governed by JOA)

UNIT JOA

Joint Operating Agreement dated November 1, 1969 between Humble Oil & Refining Company and Pan American Petroleum Company, et al covering the West Delta Block 73 F-40 Reservoir A Unit.

Ratification of Joint Operating Agreement dated August 30, 1989

Amendment to Offshore Operating Agreement dated May 2, 2012

THE LEASES

OCS-G 1083 Block 73, West Delta Area

OCS-G 1084 Block 74, West Delta Area

OCS-G 1091 Block 92, West Delta Area

OCS-G 1090 Block 91, West Delta Area

OCS-G 1085 Block 75 West Delta Area limited to that area shown on Exhibit B and defined in the Unit JOA described herein

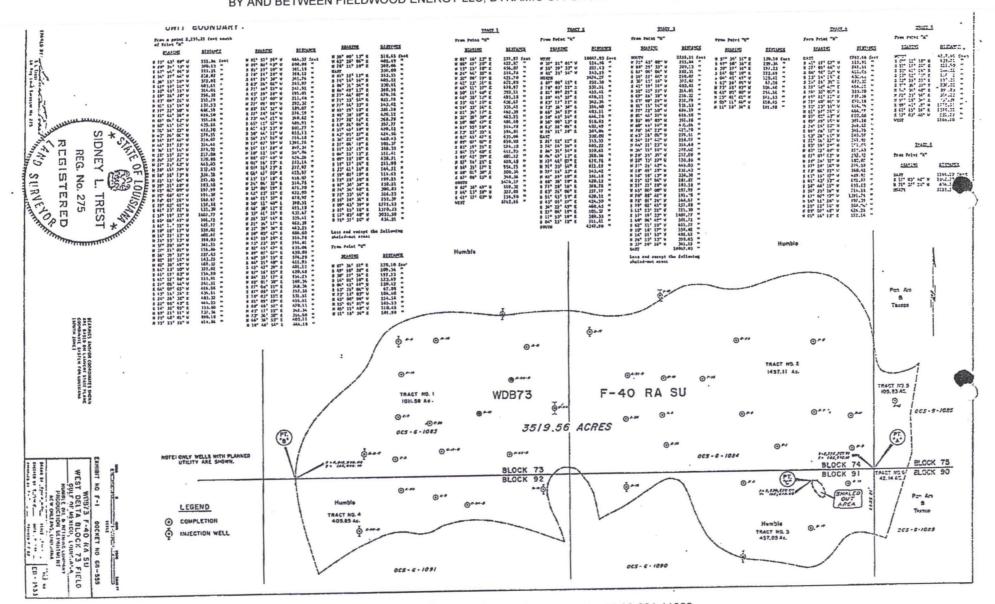
OCS-G 1089 Block 90 West Delta Area limited to that area shown on Exhibit B and defined in the Unit JOA described herein

THE WELLS

WELL ID	WELL NAME	EXXI GWI	FW GWI	API NO.
510*7434902	WD 73 G01083 C017D	0.9727760	0.0272240	177190097900
510*7435101	WD 73 G01083 C038	0.9727760	0.0272240	177190080802
510*7439401	WD 73 G01083 C039D	0.98683790	0.01316210	177194020001
510*7435201	WD 73 G01083 C040	0.9727760	0.0272240	177194019600
510*7551901	WD 73 G01083 D016	0.9727760	0.0272240	177190095903
510*7439702	WD 73 G01083 D018D	0.9727760	0.0272240	177190096501
510*7489001	WD 73 G01083 D036	0.9727760	0.0272240	177194037701
510*7601201	WD 74 G01084 B008	0.9727758	0.02722420	177190082300
510*7436902	WD 74 G01084 B035	0.9727758	0.02722420	177194038200
510*7437201	WD 74 G01084 B040	0.9727758	0.02722420	177194039701
510*7719002	WD 92 G01091 C015D	0.9727760	0.0272240	177190089903
510*7439201	WD 92 G01091 C024	0.9727760	0.0272240	177190097400
510*7439202	WD 92 G01091 C024D	0.9727760	0.0272240	177190097400

Exhibit "B"

ATTACHED TO AND MADE A PART OF A CERTAIN ASSIGNMENT AND BILL OF SALE MADE EFFECTIVE JULY 1, 2019, BY AND BETWEEN FIELDWOOD ENERGY LLC, DYNAMIC OFFSHORE RESOURCES NS, LLC AND ENERGY XXI GOM, LLC



Boundary for Unit Agreement No. 14-08-001-11689

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