



April 20, 2020

RECEIVED
Adjudication Section
APR 21 2020

United States Department of the Interior
BOEM GOMR Office of Leasing and Plans
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394
Attn: Adjudication Unit

RE: Non-Required Filing
Assignment, Bill of Sale and Conveyance
Lease OCS-G 15395: Block 275, Main Pass Area, South and East Addition

Ladies and Gentlemen:

Please find attached that certain Assignment and Bill of Sale effective January 27, 2020, as Amended March 1, 2020 by and between Castex Offshore, Inc. (GOM No. 2970), GOME 1271 LLC (GOM No. 3197) and Dorado Deep GP, LLC (GOM No. 3176) as Assignors and Fieldwood Energy LLC (GOM No. 3295) as Assignee (the "Assignment").

We submit the Assignment to the Bureau of Ocean Energy Management for "filing purposes only" and kindly ask that it be recorded in the files maintained for the above referenced lease under the document type described as Category 7 – Contracts, Agreements, and Conveyances. We ask that one stamped copy of the recorded Assignment be returned to the undersigned via email.

Also attached is a pay.gov receipt in the amount of \$29.00 for applicable filing fees.

Please do not hesitate to contact me at 713-969-1237 or at lacy.clark@fwelc.com should you have any questions regarding this transmittal.

Kind regards,
Fieldwood Energy LLC

A handwritten signature in blue ink that reads "Lacy Clark".

Lacy Clark

Account Information

Cardholder Name: Fieldwood Energy LLC

Card Type: Master Card

Card Number: *****6662

FIRST AMENDMENT TO ASSIGNMENT AND BILL OF SALE

THIS FIRST AMENDMENT TO ASSIGNMENT AND BILL OF SALE (this "Amendment"), dated March 1, 2020, is entered into by **Castex Offshore, Inc.**, and **Talos Third Coast LLC** (successor to GOME 1271 LLC and Dorado Deep GP, LLC) (collectively, "Assignor") and **Fieldwood Energy LLC.**, a Delaware limited liability company ("Assignee"). For convenience, Assignor and Assignee are sometimes collectively referred to as the "Parties".

RECITALS

A. Pursuant to that certain Assignment and Bill of Sale dated January 27, 2020, between Assignor and Assignee (as the same is hereinafter amended, the "ABOS"), Assignee agreed to and did purchase certain Assigned Interests from Assignor, and Assignor agreed to and did sell such Assigned Interests to Assignee.

B. Assignor and Assignee desire to amend certain provisions of the ABOS and to agree to various matters related thereto.

C. Capitalized terms used in this Amendment but not specifically defined herein shall have the respective meanings given to them in the ABOS.

D. Pursuant to that certain Purchase and Sale Agreement dated as of December 10, 2019, between Talos Production Inc., and Castex Energy 2014, LLC, Talos Production Inc. acquired GOME 1271 LLC and Dorado Deep GP, LLC. Subsequently, the acquired entities were merged into Talos Third Coast LLC, a subsidiary of Talos Production Inc.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Modification of the ABOS. Assignor and Assignee hereby agree to amend the ABOS as follows:

(a) Effective Time. The Effective Time shall be 7:00 a.m. local time on March 1, 2020.

(b) Adjustment of Accounts; Tax Matters. Section 7b of the ABOS shall be deleted in its entirety and replaced with the following:

Assignor shall be responsible for all oil and gas production taxes, windfall profits taxes, and any other similar taxes applicable to oil and gas production occurring prior to the Effective Time, and Assignee shall be responsible for all such taxes applicable to oil and gas production occurring on and after the Effective Time. Additionally, Assignor will pay royalty, severance taxes and other payments due on or measured by production from the Oil and Gas Properties through the month of February 2020.

Assignee shall be solely responsible for all such payments relating to production from the Oil and Gas Properties from and after the Effective Time. Assignor agrees to file all state, federal and regulatory reports through the production month of February 2020 and will provide copies thereof to Assignee but assumes and shall have no responsibility to Assignee for any error or omission of Assignor in that respect.

(c) Post-Closing Settlement. The Assignee's conditions to Post-Closing Settlement as set forth in Section 8a of the ABOS is hereby amended, changing the required date to submit the post-closing date for submittal of the Settlement Statement to June 30, 2020;

(d) Exhibit "C". Exhibit "C" to the ABOS shall be amended by deleting that certain Products Purchase Agreement, TOCA Gas Processing Plant, by and between Enterprise Gas Processing, LLC and McMoRan Oil & Gas LLC from Exhibit "C."

2. The Parties do hereby recognize that the ABOS, as amended herein is valid and is in full force and effect in accordance with all of the terms and provisions thereof and said ABOS as amended herein is in all things ratified, adopted and confirmed by the Parties.

IN WITNESS WHEREOF, the duly authorized representatives of Assignor and Assignee have executed this Amendment as of the date first above written.

Assignor:

Castex Offshore, Inc., a Texas corporation

By: Ashley S. Green
Name: Ashley S. Green
Title: Corporate Secretary
Date: 4-20-2020

Talos Third Coast LLC, a Delaware limited liability company

By: John Ashland Shepherd
Name: John Ashland Shepherd
Title: Director Land
Date: 04/17/2020

Assignee:

FIELDWOOD ENERGY LLC, a Delaware
Limited Liability Corporation

By: 

Name: John H. Smith

Title: Senior Vice President - Business
Development

Date: APRIL 14, 2020

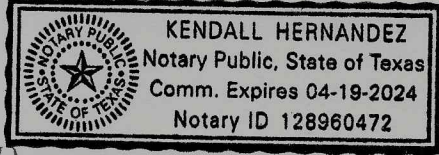
SE

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 20th day of April, 2020, by Ashley S. Green as Corporate Secretary of Castex Offshore, Inc., a Texas corporation, on behalf of that corporation.

Witness my hand and official seal.



(SEAL)

My commission expires:

Kendall Hernandez
Notary Public

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this ___ day April, 2020, by John Ashland Shepherd as Director Land of Talos Third Coast LLC, a Delaware limited liability company, on behalf of that company.

Witness my hand and official seal.

(SEAL)

My commission expires:

Notary Public

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this ___ day of April, 2020, by Ashley S. Green as Corporate Secretary of Castex Offshore, Inc., a Texas corporation, on behalf of that corporation.

Witness my hand and official seal.

(SEAL)

My commission expires:

Notary Public

ACKNOWLEDGEMENT

STATE OF TEXAS §
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COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 17th day April, 2020, by John Ashland Shepherd as Director Land of Talos Third Coast LLC, a Delaware limited liability company, on behalf of that company.

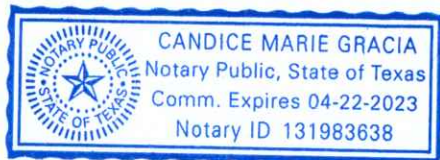
Witness my hand and official seal.

(SEAL)

My commission expires:



Notary Public

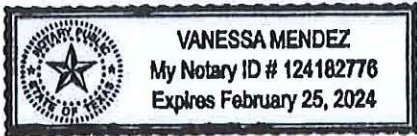


ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

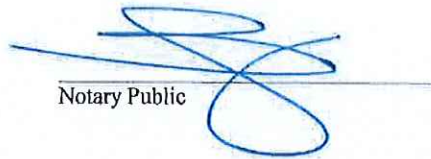
The foregoing instrument was acknowledged before me this 14th day of April, 2020, by **John H. Smith** as **Senior Vice President - Business Development** of **Fieldwood Energy LLC**, a Delaware limited liability company, on behalf of that company.

Witness my hand and official seal.



(SEAL)

My commission expires:


Notary Public

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale ("**Assignment**") dated January 27, 2020, is between **Castex Offshore, Inc.**, a Texas corporation, **GOME 1271 LLC**, a Delaware limited liability company and **Dorado Deep GP, LLC**, a Delaware limited liability company (collectively "**Assignor**") and **Fieldwood Energy LLC**, a Delaware limited liability company ("**Assignee**"). Assignor and Assignee may sometimes be referred to individually as a "Party" or collectively as the "Parties". This Assignment shall be effective as of 7:00 a.m. local time on January 1, 2020 (the "**Effective Time**").

A. In consideration of the mutual promises herein between Assignor and Assignee together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, conveys, transfers and assigns unto Assignee, its successors and assigns, all of Assignor's rights, titles and interests in and to:

- (i) The oil, gas and/or mineral leases which are listed on Exhibit "A" attached hereto and made a part hereof, and all production derived thereunder which is produced and sold after the Effective Time, together with any other mineral interest or mineral estate of Assignor in and to the lands described on Exhibit "A", whether or not such interest or estate is described thereon, subject, however, to any and all limitations, restrictions and reservations expressly described on Exhibit "A" hereto (the aforesaid rights, title and interests of Assignor assigned hereby being collectively referred to as the "**Oil and Gas Properties**");
- (ii) all wells, disposal wells, injection wells and other wells and associated equipment, fixtures (including platforms) set out on Exhibit "B" attached hereto and made a part hereof and facilities used in connection with the production, gathering, treating, storing or transportation of oil, gas or other hydrocarbons or minerals from the Oil and Gas Properties (collectively, the "**Personal Property**");
- (iii) all pooling or unitization agreements and the units created thereby, and all units formed by virtue of orders issued by governmental agencies, to the extent applicable to the Oil and Gas Properties set out on Exhibit "A";
- (iv) all operating agreements, participation agreements, farmout and similar agreements, gas/liquid sales contracts and other agreements bearing upon or affecting Assignor's ownership and/or the operation of the Oil and Gas Properties and/or the Personal Property, including, but not limited to those set out on Exhibit "C"; and
- (v) all easements, permits, surface leases, servitudes and rights-of-way associated with the Oil and Gas Properties (the aforesaid rights, title and interests of Assignor in the agreements, orders and contracts referred to in subparts (iii), (iv) and (v) being assigned hereunder only to the extent Assignor may lawfully do so and are collectively referred to as the "**Contracts**").

TO HAVE AND TO HOLD the Oil and Gas Properties, the Personal Property and the Contracts (collectively the "**Assigned Interests**") unto Assignee and its successors and assigns upon and subject to all terms, provisions, obligations and covenants herein contained, forever.

1. ADDITIONAL EXCLUSIONS OF WARRANTIES BY ASSIGNOR

The Assigned Interests conveyed hereunder are conveyed “as is,” “where is,” “with all faults,” and in its present condition and state of repair, and without any express or implied warranty, including warranty of merchantability, or fitness for a particular purpose, or as to any claim by Assignee for damages because of defects, whether known or unknown, or any other sort of warranty. Assignee acknowledges that it has inspected, or has had the opportunity to inspect, the Assigned Interests for all purposes, and has satisfied itself as to its physical condition, both surface and subsurface. Assignor makes no warranty or representations as to reservoir performance or quantity or quality of hydrocarbons or any information in its files pertaining to title to the Assigned Interests.

This Assignment is made by Assignor and accepted by Assignees without any warranty, express, implied or statutory or other warranty or representation whatsoever except that, Assignor will warrant and defend the Assigned Interests from and against any and all persons whomsoever claiming title to same or any part thereof, by through and under Assignor, but not otherwise. This Assignment is made with full substitution and subrogation of Assignee, its successors and assigns, in and to and by virtue of the prior covenant and warranties that Assignor has or may have against predecessors in title and with full subrogation of all rights and actions of warranty.

WITHOUT LIMITING THE FOREGOING, ASSIGNOR DOES NOT WARRANT THE ASSIGNED INTERESTS TO BE FREE FROM REHIBITORY DEFECTS, LATENT OR APPARENT, AND ASSIGNEE EXPRESSLY SPECIFICALLY WAIVES ANY CLAIM UNDER ARTICLES 2520 THROUGH 2548 OF THE LOUISIANA CIVIL CODE, AS AMENDED, OR ANY OTHER PROVISIONS OR THEORIES OF LAW, FOR A REDUCTION OR ADJUSTMENT IN THE PURCHASE PRICE BASED UPON REHIBITION OR QUANTI MINORIS OR ACTION OF EVICTION ON ACCOUNT OF CONDITION OR MERCHANTABILITY OF THE ASSIGNED INTERESTS. THIS WAIVER OF WARRANTY EXTENDS TO ALL DEFECTS, EVEN IF THE DEFECT OR DEFECTS RENDER THE ASSIGNED INTERESTS ABSOLUTELY USELESS OR SO INCONVENIENT OR IMPERFECT THAT ASSIGNEE WOULD NOT HAVE PURCHASED THE ASSIGNED INTERESTS HAD ASSIGNEE KNOWN OF THE DEFECT. ASSIGNOR AND ASSIGNEE ACKNOWLEDGE AND STIPULATE THAT THE PURCHASE PRICE WAS NEGOTIATED AND AGREED UPON AFTER CONSIDERATION OF THIS WAIVER OF WARRANTY. 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 AND/OR WARRANTY AGAINST REHIBITORY VICES AND DEFECTS.

2. ASSIGNEE’S ASSUMPTION OF OBLIGATIONS AND INDEMNITIES OF ASSIGNOR AND ASSIGNEE

- a. Assignee, at its sole cost, risk and expense, assumes and is responsible for (i) all obligations

arising in connection with its ownership and operation of the Oil and Gas Properties from and after the Effective Time, and all liabilities associated therewith, (ii) plugging and abandoning all wells now and hereafter located on lands and waters covered by the Oil and Gas Properties conveyed hereby (whether such wells were drilled on the Oil and Gas Properties prior to, on, or after the Effective Time) in accordance with all applicable federal, state or local laws, rules, orders and regulations (collectively "Laws") and to remove therefrom all Personal Property and to restore the surface and subsurface related thereto, and any disposal of related waste materials, including, but not limited to, naturally occurring radioactive material and asbestos, all in full compliance with all such applicable Laws and the terms and conditions of applicable leases and Contracts ; and (iii) any claim arising after the Effective Time for personal injury, death, or illness of any person related to the Assigned Interests, based upon any theory of negligence, strict liability or liability without fault, excluding any claims arising from Assignor's gross negligence or willful misconduct (hereinafter collectively referred to as the "Assumed Obligations").

- b. Except as provided for in Section 2.a. above, Assignee hereby agrees as of the Effective Time to assume, be bound by and subject to, and perform each and every of Assignor's express and implied covenants and obligations with respect to the Assigned Interests under the Contracts. Assignee's interest in the Oil and Gas Properties shall bear its proportionate share of all royalty interests, overriding royalty interests and other payments out of or measured by production existing and affecting the Oil and Gas Properties as of the Effective Time.
- c. Assignee shall protect and defend Assignor, Assignor's subsidiaries and affiliates, and the officers, directors, agents, contractors, employees, successors and assigns of each ("Assignor Indemnified Parties") from and indemnify and hold harmless Assignor Indemnified Parties against any and all loss, cost, expense, liability or damage (including fees and expenses of attorneys, technical experts and expert witnesses) directly caused by or resulting from the Assumed Obligations, Assignee's ownership and operation of the Assigned Interests from and after the Effective Time, any and all of the obligations assumed by Assignee to Assignor under this instrument, all of the liabilities for which Assignee has agreed to be responsible to Assignor hereunder and/or Assignee's failure to discharge any of the same.
- d. Assignor shall protect and defend Assignee, Assignee's subsidiaries and affiliates, and the officers, directors, agents, contractors, employees, successors and assigns of each ("Assignee Indemnified Parties") from and indemnify and hold harmless Assignee Indemnified Parties against any and all loss, cost, expense, liability or damage (including fees and expenses of attorneys, technical experts and expert witnesses) directly caused by or resulting from Assignor 's ownership and operation of the Assigned Interests prior to the Effective Time (except as to the Assumed Obligations and any and all of the obligations assumed by Assignee to Assignor under this instrument), any and all of the liabilities for which Assignor has agreed to be responsible to Assignee hereunder , and/or Assignor's failure to discharge any of the same.

3. BONDING OBLIGATION

- a. Immediately upon execution of this Assignment, Assignee shall provide Assignor

with a copy of a performance bond specific to the Oil and Gas Properties in the penal sum of \$225,000 in favor of McMoRan Oil & Gas LLC (“McMoRan”) from a surety acceptable to McMoRan (the “Bond”). The form of the Bond is attached as Exhibit “D” to this Assignment. Following the execution of this Assignment, Assignee shall be responsible for any increases in the bonding requirements required by the Bureau of Ocean Energy Management (“BOEM”), including increases required in connection with BOEM’s approval of transfers of the Oil and Gas Properties from Assignor to Assignee and any other supplemental or financial assurance requirements imposed during Assignee’s ownership of the Oil and Gas Properties.

4. PRODUCTION INVENTORY

- a. All liquids, including liquids in tanks, as of the Effective Time, and gas production attributable to times prior to the Effective Time, shall be owned by Assignor and the lifting expenses related thereto shall be borne by Assignor or its predecessors in interest.

5. REPRESENTATIONS OF ASSIGNOR

- a. Each Assignor is validly existing and, as applicable, in good standing under the laws of the state of each Assignor’s incorporation. Each Assignor has the power and authority to own its property and to carry on its business as now conducted and to enter into and to carry out the terms of this Assignment.
- b. Each Assignor is duly qualified or licensed to conduct business as a foreign company in the State of Louisiana.
- c. Each Assignor represents that to the best of its knowledge, all operations conducted in respect to the Oil and Gas Properties during the period of its ownership have been in compliance with all applicable laws, rules and regulations applicable to the same, and it is not aware of any condition or circumstance in respect to the same that constitutes a violation of any such law, rule or regulation.
- d. Each Assignor represents that to the best of its knowledge, there are no claims asserted that allege a breach during the period of such Assignor’s ownership of the Oil and Gas Properties for failure to perform or to discharge any obligation under any of the mineral leases constituting the Oil and Gas Properties or the Contracts.
- e. Each Assignor's representations herein made shall expire two years after the Effective Time.

6. REPRESENTATIONS OF ASSIGNEE

- a. Assignee is validly existing and in good standing under the laws of the State of Delaware. Assignee has the power and authority to own its property and to carry on its business as now conducted and to enter into and carry out the terms of this Agreement.
- b. Assignee is duly qualified or licensed to conduct business as a foreign company in the State of Louisiana.

- c. Assignee represents that it is an experienced and knowledgeable investor in the oil and gas business, that an exemption is available for the conveyance hereunder from the registration provisions of the Securities Act of 1933 and applicable state securities laws. Assignee represents that it is not acquiring the Oil and Gas Properties in connection with the resale or distribution thereof in violation of the Securities Act of 1933 or any applicable state securities laws or the rules and regulations thereunder.
- d. Assignee acknowledges that in making its decision to purchase the Assigned Interests, it (i) has relied solely upon its independent investigation of, and judgment with respect to, the value of the Oil and Gas Properties, (ii) has retained and is relying on the advice of its own legal, tax, economic, engineering, geological and geophysical advisors, (iii) acknowledges it has been given access to all information in Assignor's possession requested by Assignee for purposes related to the conveyance hereunder, and (iv) acknowledges that Assignor has not made any representations or warranties as to the accuracy of such information.
- e. Assignee's representations herein made shall expire two years after the Effective Time.

7. ADJUSGMENT OF ACCOUNTS; TAX MATTERS

- a. All credits and payment obligations associated with the Assigned Interests, including, but not limited to, royalties, lease and other forms of contractual payments (including prepayments), ad valorem, property, and other forms of taxes, which have been paid by Assignor, or which have accrued prior to the Effective Time, shall be prorated between Assignor and Assignee as of the Effective Time. Joint interest bills and third party vendor invoices received by Assignor relating to operations conducted after the Effective Time will be forwarded to Assignee for payment.
- b. Assignor shall be responsible for all oil and gas production taxes, windfall profits taxes, and any other similar taxes applicable to oil and gas production occurring prior to the Effective Time, and Assignee shall be responsible for all such taxes applicable to oil and gas production occurring on and after the Effective Time. Additionally, Assignor will pay royalty, severance taxes and other payments due on or measured by production from the Oil and Gas Properties through the month of September 2019. Assignee shall be solely responsible for all such payments relating to production from the Oil and Gas Properties from and after the Effective Time. Assignor agrees to file all state, federal and regulatory reports through the production month of September 2019 and will provide copies thereof to Assignee but assumes and shall have no responsibility to Assignee for any error or omission of Assignor in that respect.
- c. Assignee shall be responsible for all sales, use and similar taxes arising out of the sale of the Assigned Interests from and after the Effective Time and shall remit such amount to the appropriate taxing authority in accordance with applicable law. Assignee shall hold harmless and shall indemnify Assignor for any sales or use taxes assessed against Assignor by any taxing authority in respect to the sale of the Assigned Interests from and after the Effective Time, including the amounts of any penalties, interest and attorneys' fees. Any legal expenses

incurred by Assignor to reduce or avoid any of the aforementioned taxes, shall be paid or reimbursed by Assignee.

- d. Assignor shall retain all rights and obligations regarding outstanding accounts receivable pertaining to the Oil and Gas Properties for periods prior to the Effective Time. In the event Assignor is unsuccessful in collecting all or any portion of said receivables, Assignor shall so advise Assignee and Assignee shall cooperate with Assignor in attempting to collect the receivables to whatever extent is legally possible.

8. POST-CLOSING SETTLEMENT

- a. As soon as practicable after the execution date hereof, but not later than February 29, 2020, (unless extended by Assignor by written notice to Assignee), Assignor shall prepare and deliver to Assignee, a statement (the "Settlement Statement") setting forth the following adjustments to the consideration paid by Assignee hereunder : (a) the value of oil in storage at the Effective Time, which shall be shown as an increase to the purchase price, (b) proceeds received by Assignor attributable to oil and gas produced after the Effective Time, which shall be shown as a decrease to the purchase price, (c) proceeds received by Assignee attributable to oil and gas produced before the Effective Time, which shall be shown as an increase to the purchase price, (d) expenses and capital expenditures attributable to the Oil and Gas Properties (including royalties, rentals, expenses billed under operating agreements, or in the absence of operating agreements, expenses of the type customarily billed under such agreements) relating to times after the Effective Time and paid by Assignor which shall be shown as an increase to the purchase price, (e) such other adjustments Assignor and Assignee have expressly agreed to make in this instrument, and (f) such other adjustments as the Assignor and Assignee may agree upon in writing.
- b. Within fifteen (15) days of Assignee's receipt of Assignor's Settlement Statement, the Assignor and Assignee shall agree to the amounts due pursuant to such Settlement Statement, and the party shown as owing funds to the other party shall deliver payment of such amount, in readily available funds.

9. MAINTENANCE OF RECORDS

Assignee shall preserve and maintain all lease, contract and title files, well logs, well files, division orders and related files, title documentation, correspondence and other data and records in the possession of Assignor and delivered to Assignee pertaining to the Assigned Interests (the "Records") during the period of Assignee's ownership of the Oil and Gas Properties. Assignor will retain originals of all accounting and tax records. During such period, Assignee shall afford Assignor and its duly authorized representatives access at all reasonable times during normal business hours to all Records as Assignor shall request, and provide to Assignor such copies thereof as Assignor may desire (at Assignor's expense).

10. MISCELLANEOUS

- A. This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules and regulations that are promulgated, issued or enacted by a governmental entity having jurisdiction, and Assignee agrees to comply with the same on and after the Effective Time.
- B. The construction and interpretation of this Assignment and the legal relation of the parties hereto, shall be governed by the laws of the state of Texas without reference to the conflict of laws provisions thereof. Subject to Section 10.F below, the Parties agree that for any claim, controversy or dispute arising out of, relating to or in connection with the interpretation of this Assignment or any activity or operation conducted or to be conducted hereunder which results in a formal legal action, venue shall be exclusively in the state or federal courts venued in Harris County, Texas. The Parties accordingly hereby consent to personal jurisdiction and venue in any action or proceeding brought in such jurisdiction and venue and with respect to any such claim each Party waives, to the fullest extent permitted by law, any claim or objection such Party may now or hereafter have that personal jurisdiction or venue is not proper with respect to any such action or proceeding. The prevailing Party in any such suit shall be entitled to recover all of its legal expenses, expert witness costs, court costs and other costs incurred in connection with such action.
- C. The terms, covenants and conditions contained in this Assignment are binding upon and inure to the benefit of the Parties and their respective successors and assigns, and such terms, covenants and conditions are covenants running with the Assigned Interests and with each subsequent transfer or assignment of the Assigned Interests or any part thereof.
- D. This Assignment and the agreements contemplated therein and executed by the Parties is the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations and agreements with respect to the subject matter hereof. This Assignment may not be amended except by written instrument executed by both parties hereto.
- E. Certain of the Assigned Interests conveyed by this Assignment may require approval to transfer by a government entity, and as such may require separate assignment instruments made on officially approved forms, or forms acceptable to such government entity, (including any assignments of rights of ways filed with the Bureau of Ocean Energy Management (“BOEM”) and/or Bureau of Safety and Environmental Enforcement (“BSEE”)) and in sufficient multiple originals to satisfy applicable statutory and regulatory requirements. Assignee and Assignor hereby agree to submit and file all necessary permits, applications and other documentation and/or materials with the BOEM, BSEE, and/or any other state, county, or federal agency or any court as necessary to transfer ownership and operation of the Assigned Interests from Assignor to Assignee. Assignor shall provide all commercially reasonable assistance for Assignee to obtain any such permits, applications and other documentation and/or materials. Assignor’s interest conveyed by such separate assignments are the same, and not in addition to, Assignor’s interest conveyed in this Assignment.
- F. EACH PARTY (I) AGREES THAT ONLY ACTUAL DAMAGES SHALL BE RECOVERABLE BY IT AGAINST ANY OTHER PARTY, OR ITS DIRECTORS,

OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS, UNDER THIS ASSIGNMENT AND (II) HEREBY WAIVES ANY RIGHT TO RECOVER SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, LOSS OF PRODUCTION OR LOST PROFITS (WHETHER BASED ON STATUTE, CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT ARISING FROM ANY PARTY'S SOLE, JOINT, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT) FROM OR AGAINST ANY OTHER PARTY, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS, EXCEPT TO THE EXTENT SUCH PARTY SUFFERS AND IS OBLIGATED TO PAY SUCH DAMAGES TO AN UNAFFILIATED THIRD-PARTY IN CONNECTION WITH A THIRD-PARTY CLAIM FOR WHICH INDEMNIFICATION IS PROVIDED IN THIS ASSIGNMENT, IN WHICH EVENT SUCH DAMAGES SHALL BE RECOVERABLE.

- G. This Assignment may be executed in multiple counterparts. The transmission by fax or email by one party to the other party of an image of an original executed signature page shall have the same binding legal effect as if the original executed signature page were delivered by one party to the other party.

(Intentionally left blank, execution page follows)

WITNESS THE EXECUTION HEREOF as of this 27th day of January, 2020.

WITNESSES:

Robert Longoria

Vanessa V. Velton

Robert Longoria

Vanessa V. Velton

Robert Longoria

Vanessa V. Velton

ASSIGNOR:

CASTEX OFFSHORE, INC.

By: 

Title: Jonathan Wilson
Vice President

DORADO DEEP GP, LLC

By: 

Title: Jonathan Wilson
Vice President

GOME 1271 LLC

By: 

Title: Jonathan Wilson
Vice President


WITNESSES:


Christopher N. Claeys


Lauren Jones

ASSIGNEE:

FIELDWOOD ENERGY LLC.

By: 

Name: John H. Smith
Title: Senior Vice President – Business Development

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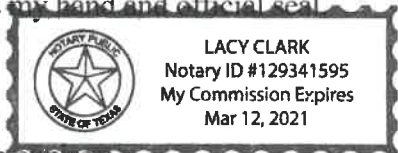
ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 27th day of January, 2020, by John H. Smith as Senior Vice President - Business Development of Fieldwood Energy LLC, a Delaware limited liability company, on behalf of that company.

Witness my hand and official seal.

(SEAL)



My commission expires:

[Signature]
Notary Public

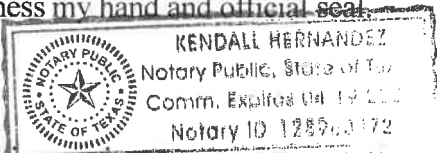
ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 3rd day of February, 2020, by Jonathan Wilson as Vice President of Castex Offshore, Inc., a Texas corporation, on behalf of that corporation.

Witness my hand and official seal.

(SEAL)



My commission expires:

[Signature]
Notary Public

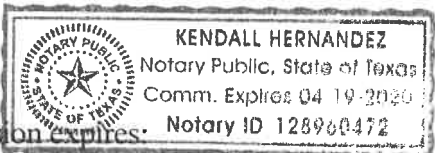
ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 3rd day of February, 2020, by Jonathan Wilson as Vice President of Dorado Deep GP, LLC a Delaware limited liability company, on behalf of that company.

Witness my hand and official seal.

(SEAL)



My commission expires:

[Signature]
Notary Public

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 3rd day of February, 2020, by Jonathan Wilson as Vice President of CASTEX ENERGY 2014, LLC, a Delaware limited liability company, as sole member of GOME 1271 LLC and on behalf of said company.

Witness my hand and official seal.

(SEAL)  My commission expires _____

Kendall Hernandez
Notary Public

EXHIBIT A

Attached to and made a part of that certain
Assignment and Bill of Sale, by and between

Castex Offshore, Inc., GOME 1271 LLC, Dorado Deep GP, LLC, and Fieldwood Energy Offshore, LLC
dated effective as of January 1, 2020

Leases and Units

Federal OCS Leases:

<u>Excalibur Lease No.</u>	<u>Area/Block</u>	<u>Lease Serial No.</u>	<u>Effective Date</u>	<u>DOI Class *</u>	<u>Operatorship</u>	<u>Working Interest</u>	<u>Net Revenue Interest</u>	<u>Description</u>
4366L0001	MAIN PASS 275	OCS-G 15395	9/1/1995	CR	Operatcd OCS Lease	0.50000000	0.37500000	A PORTION OF THE SW/4 OF BLOCK 275, MAIN PASS AREA, SOUTH AND EAST ADDITION, OCS LEASING MAP LA 10A, AND CONTAINING APPROXIMATELY 948.63 ACRES, INsofar AND ONLY INsofar AS TO THE DEPTHS BETWEEN THE STRATIGRAPHIC EQUIVALENT OF THE TOP OF THE 10,600 SAND AS IDENTIFIED ON THE LWD MEMORY LOG DATED FEBRUARY 10, 2007 FOR NEWFIELD'S MP 275 A-3 WELL AT THE DEPTHS OF 10, 653' MD 10, 583' TVD DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 11,200 TVD, THAT BEING THE TOTAL DEPTH DRILLED IN NEWFIELD'S MP 275 A-3 WELL PLUS ONE HUNDRED FEET (100').

EXHIBIT B

Attached to and made a part of that certain
Assignment and Bill of Sale, by and between
Castex Offshore, Inc., GOME 1271 LLC, Dorado Deep GP, LLC, and Fieldwood Energy Offshore, LLC
dated effective as of January 1, 2020

Wells and Facilities

Federal OCS Wells:

<u>Block</u>	<u>Well Name</u>	<u>MMR No.</u>	<u>Operator</u>	<u>API No.</u>	<u>BPO WI</u>	<u>BPO Lease NRI</u>	<u>BPO ORRI</u>	<u>MMR BPO NRI</u>	<u>APO WI</u>	<u>APO Lease NRI</u>	<u>APO ORRI</u>	<u>MMR APO NRI</u>
MP275	MP 0275 A003	43660001	MCMORAN OIL & GAS LLC	177244093300	0.5000000	0.3750000	0.0000000	0.3750000	0.5000000	0.3750000	0.0000000	0.3750000

EXHIBIT C

Attached to and made a part of that certain
Assignment and Bill of Sale, by and between
Castex Offshore, Inc., GOME 1271 LLC, Dorado Deep GP, LLC, and Fieldwood Energy Offshore, LLC
dated effective as of January 1, 2020

Contracts

Offshore Shelf Contracts:

PROSPECT	CONTRACT NO.	CONTRACT TYPE	PARTY 1	PARTY 2	DATE
MP 275	2007XXNE000021	PURCHASE AND SALE AGREEMENT	NEWFIELD EXPLORATION COMPANY	MCMORAN OIL & GAS LLC	6/20/2007
MP 275		PURCHASE AND SALE AGREEMENT	MCMORAN OIL & GAS, LLC	GOME 1271, LLC, ET AL	6/1/2018
MP 275	2006MP02750021	FARMOUT	APACHE CORPORATION	NEWFIELD EXPLORATION COMPANY	7/7/2006
MP 275	2006MP02750024	PARTICIPATING & OPERATING AGREEMENT	NEWFIELD EXPLORATION COMPANY	RIDGEWOOD ENERGY CORPORATION	12/13/2006
MP 275	2006MP02750025	OFFSHORE OPERATING AGREEMENT	NEWFIELD EXPLORATION COMPANY	RIDGEWOOD ENERGY CORPORATION	12/13/2006
MP 275	2007MP02751011	PRODUCTION HANDLING AGREEMENT	APACHE CORPORATION	NEWFIELD EXPLORATION COMPANY ET AL	7/1/2007

Marketing Contracts:

PROSPECT	CONTRACT NO.	CONTRACT TYPE	PARTY 1	PARTY 2	DATE
MP 138, MP 275	2012XXEN001058	PRODUCTS PURCHASE AGREEMENT TOCA GAS PROCESSING PLANT	ENTERPRISE GAS PROCESING, LLC	MCMORAN OIL & GAS LLC	6/1/2012

EXHIBIT D

**Attached to and made a part of that certain
Assignment and Bill of Sale, by and between
Castex Offshore, Inc., GOME 1271 LLC, Dorado Deep GP, LLC, and Fieldwood Energy
Offshore, LLC
dated effective as of January 1, 2020**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, Fieldwood Energy LLC, with its main office at 2000 West Sam Houston Parkway South, Suite 1200, Houston, Texas 77042, (“Principal”) and U.S. Specialty Insurance Company, an insurance corporation domiciled in the State of Texas with its main office at 13403 Northwest Freeway Houston, Texas 77040, (“Surety”) are held and firmly bound unto McMoRan Oil & Gas LLC, with its main office at 1615 Poydras Street, New Orleans, Louisiana 70112 (“Obligee”), in the penalty sum of Two Hundred Twenty Five Thousand and No/100 Dollars (\$225,000.00) in lawful money of the United States of America (“Penalty Sum”), for the payment of which sum Principal and Surety hereby bind themselves, their respective successors and assigns, jointly, severally, and in solido, firmly by these presents.

WHEREAS, Fieldwood Energy LLC, and Castex Offshore, Inc. (“Castex”) have entered into and executed that certain Purchase and Sale Agreement dated January 1, 2020, (the “Agreement”), wherein Castex conveyed interests in the oil and gas lease and associated property more fully described on Exhibit A attached hereto and made a part hereof for all purposes (the “Lease”) on which are situated wells (producing, abandoned, injection and/or other), pits, platforms, pipelines, flowlines, and/or other property and equipment (the “Facilities”) together with all rights and responsibilities in connection therewith; and

WHEREAS, Principal and Surety agree this written instrument (this “Bond”) shall remain in full force and affect until (a) the Obligations as defined below are performed; or (b) this Bond is replaced with another bond or other form of financial assurance acceptable to Obligee; and

WHEREAS, Surety represents it is duly authorized by the proper authorities to transact the business of indemnity and suretyship in the state where it executed this Bond and represents it is qualified to be surety and guarantor on bonds and undertakings, which certificate has not been revoked; and

WHEREAS, Surety represents it has duly executed a Power of Attorney appointing the hereinafter named representative as its duly authorized deputy and the true and lawful Attorney-in-Fact of such Surety as evidenced by the Power of Attorney attached hereto.

NOW THEREFORE, Principal and Surety agree as follows:

Surety hereby guarantees Principal’s full and faithful performance of all plugging, abandonment and associated retirement responsibilities for the Facilities including removal of property and equipment, consistent with the Agreement and in compliance with the rules and regulations promulgated by the appropriate regulatory authority (the “Obligations”).

PROVIDED, HOWEVER, that at such time as the Obligations have been fully and faithfully performed, then this Bond shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, whenever Principal fails to perform the Obligations and is in default thereof, Obligees shall present separate written notice (one to Principal at its address, one to Surety at its address and one to IndemCo, LP at 777 Post Oak Blvd., Suite 330, Houston, TX 77056, each delivered by overnight delivery service with recipients' signature required) stating Principal has defaulted in its performance of the Obligations. If said default condition persists for thirty (30) days after the recipients' receipt of the written notice, Obligees shall present Surety and IndemCo with a written bid(s) to perform the Obligations, such bid(s) to be delivered in the same manner as the written notice. Within fifteen (15) days following receipt of the bid(s), Surety shall elect whether to (i) pay Obligees an amount not to exceed the lesser of such written bid(s) or the remaining unpaid amount of the Penalty Sum; or (ii) commence performance of the Obligations. If Surety fails to inform Obligees of Surety's election in writing, it shall be deemed Surety has elected to pay Obligees as in item (i).

If Surety commences performance of the Obligations as set forth in (ii) above, the surety shall indemnify, defend, and hold harmless Obligees, its directors, and agents from all claims, demands, and causes of action for personal injury, death, property and/or environmental damage resulting in whole or in part from Surety's or Surety's contractors' negligence, whether joint (including with Obligees or Principal) active, passive, concurrent or sole, or willful misconduct with respect to performance of the Obligations.

Each and every payment of a claim under this Bond, whether one or more, shall permanently reduce the Penalty Sum by each amount so paid, and this Bond shall become null and void when the aggregate amount paid for claim(s) equals the Penalty Sum; notwithstanding the foregoing, in the event Surety commences any performance of the Obligations, Surety's performance shall continue until the operation is completed in full, and Surety shall be responsible for all costs therefor including any and all costs in excess of the then current Penalty Sum amount that existed immediately before commencement of the operation.

No delay, neglect or failure of Obligees to proceed promptly in the event of any default on the part of Principal and/or Surety shall in any degree relieve Principal and/or Surety of their responsibilities under this Bond.

FURTHERMORE, No right or action shall accrue on this Bond to or for the use of any person or corporation other than the Principal, the Obligees, their heirs, executors, administrators, or successors.

This Bond shall be subject to the laws of the State of Texas, and the Surety consents to be sued in any court of competent jurisdiction in Harris County, Texas, hereby irrevocably submitting itself to the jurisdiction of said courts.

In the event the Surety determines the Obligee's claim or demand is improper or unlawful under applicable law, Surety shall have the right to file and pursue such litigation as may be necessary in order to contest such improper or unlawful claim or demand at the sole cost and expense of Surety.

At any time, including but not limited to an assignment and/or sale or conveyance of the Agreement, the Leases and/or property associated therewith to third party(ies) including their successors and/or assigns in whole or in part, this Bond may be replaced by other security acceptable to Obligee in the form of bond(s) or other financial assurance(s) in an amount equal to the then current Penalty Sum that exists at the time of the replacement(s). Obligee shall not unreasonably withhold acceptance of such replacement security(ies) and shall unconditionally release this Bond in less than thirty (30) days after receiving such replacement security(ies).

This Bond may not and shall not be assignable or transferable by Principal without the advance, written consent of the Surety. In the event of such transfer without Surety's consent, this bond shall be null and void immediately.

In the event Principal posts Supplemental Bond(s) to the Bureau of Ocean Energy Management duplicating this Bond's performance guarantee for any or all of the Facilities, then this Bond's current Penalty Sum shall be automatically reduced by the Supplemental Bond(s) penalty sum amount.


Thirty (30) days prior to this Bond's annual anniversary date, Principal may present to Obligee copies of actual invoices evidencing the actual costs incurred and paid by Principal for performance of a portion of the Obligations during the preceding year and/or evidence from the proper regulatory authority that a portion of the Obligations has been performed. Upon Obligee's acceptance and approval of such evidence, the Penalty Sum shall be permanently reduced by the amount of the actual costs incurred to perform the Obligations.

NOW THEREFORE, if Principal shall faithfully perform the Obligations, this Bond shall become null and void and of no effect, and Obligee will issue a full and complete release of this Bond less than thirty (30) days after receipt of satisfactory evidence that performance of the Obligations has been completed, and such release shall not unreasonably be withheld.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals (if applicable) effective as of the 1st day of January, 2020, the name and corporate seal of each corporate party being hereto affixed (if applicable) and those presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES:



Mark R. Moore

Fieldwood Energy LLC
("Principal")

By: 


John H. Smith, Senior Vice President
Land & Business Development





Wendy Pierson

U.S. Specialty Insurance Company
("Surety")

By: 

Michele K. Tyson
Attorney-in-Fact



McMoRan Oil & Gas LLC
("Obligee")

By: _____

PERFORMANCE BOND
Exhibit A

Field	Platform	Asset Type	Asset Detail	Net \$M
MP 0275	MP 0275-A	Well	A-03	\$225,000



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Edwin H. Frank, III, Michele K. Tyson, W. Russell Brown, Jr., Meredith K. Anderson
or Stephen Michael Smith of Houston, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (***3,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 1st day of January, 2020

Corporate Seals
Bond No. B012528
Agency No. 8353



[Signature]
Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA05/2019

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

- 1 To obtain information or make a complaint:
- 2 You may contact your agent.
- 3 You may call the company's toll free telephone number for information or to make a complaint at:

1-800-486-6695

- 4 You may also write to the company:

601 S. Figueroa St., Suite 1600
Los Angeles, CA 90017

- 5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(800) 252-3439

- 6 You may write the Texas Department of Insurance:
P.O. Box 149091
Austin, TX 78714-9091
Fax No.: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

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PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

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This notice is for information only and does not become part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:
Puede comunicarse con su agente.

Usted puede llamar de numerero de telefono gratis de la compania para informacion o para someter una queja al:

1-800-486-6695

Usted tambien puede escribir a la compa ia:

601 S. Figueroa St., Suite 1600
Los Angeles, CA 90017

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149091
Austin, TX 78714-9091
Fax No.: (512) 490-1007
Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la companie primero. Si no se resuelve la disputa, prede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.