

April 14, 2020

VIA ELECTRONIC MAIL: boemadjudication@boem.gov

U.S. Department of the Interior
Bureau of Ocean Energy Management
Gulf of Mexico OCS Region
Adjudication Section
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394
Attention: Yolanda Winslow, Chief

RECEIVED
ADJUDICATION SECTION
APR 15 2020

Re: Non-Required Files for the following OCS Numbers: OCS-G 1192, OCS-G 5889, OCS-G 5900, OCS-G 6280, OCS-G 12209, OCS-G 14668, and OCS-G 34539

Dear Ms. Winslow:

Enclosed please find the following documents that we ask you to file, submitted to you for filing purposes only, *in the order set forth below*, in the Non-Required Files pertaining to *the following lease numbers*:

OCS-G 1192	OCS-G 12209
OCS-G 5889	OCS-G 14668
OCS-G 5900	OCS-G 34539
OCS-G 6280	

1. **FIFTH SUPPLEMENT AND AMENDMENT TO MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (FIRST LIEN TERM LOAN)** dated effective April 13, 2020 by Fieldwood Energy LLC, GOM Shelf LLC, Fieldwood Energy Offshore LLC, Bandon Oil and Gas, LP, and Dynamic Offshore Resources NS, LLC to Peter Graf, Trustee, to Cantor Fitzgerald Securities, as Substitute Collateral Agent. *Please file in Category 1 – Mortgage, Deed of Trust, Security Agreement.*

In order that third persons will be put on notice as to the execution and efficacy of the enclosed documents, please file the documents, together with a copy of this letter in the Non-Required files maintained for the Leases, for the OCS numbers listed above, under the category designated above.



Enclosed are the Pay.gov receipt, in the total amount of \$203.00, for payment of the filing fees. I have included a copy of the document and cover letter to be file-stamped and provided to the bearer of this letter.

If you should have any questions regarding this request, please contact me at 713-969-1159 or at vbravo@fwellc.com. Thank you for your assistance in this matter.

Very truly yours,

Viviana Bravo
Paralegal

enclosures

Execution Copy

RECEIVED
ADJUDICATION SECTION
APR 15 2020

(AL, LA, MS, TX)

PREPARED BY, AND WHEN RECORDED OR
FILED, PLEASE RETURN TO:

Liskow & Lewis
1001 Fannin, Suite 1800
Houston, Texas 77002
Attn: Marilyn C. Maloney
Phone: (713) 651-2938

FIFTH SUPPLEMENT AND AMENDMENT TO MORTGAGE, DEED OF TRUST,
ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT,
FIXTURE FILING AND FINANCING STATEMENT (FIRST LIEN TERM LOAN)

FROM

FIELDWOOD ENERGY LLC
(Organizational ID: 5236834)

Address: 2000 W. Sam Houston
Pkwy. S.
Suite 1200
Houston, TX 77042
Telephone No.: (713) 969-1000

GOM SHELF LLC
(Organizational ID: 3250958)

Address: 2000 W. Sam Houston
Pkwy. S.
Suite 1200
Houston, TX 77042
Telephone No.: (713) 969-1000

FIELDWOOD ENERGY OFFSHORE LLC

(Organizational ID: 4423572)

Address: 2000 W. Sam Houston
Pkwy. S.
Suite 1200
Houston, TX 77042
Telephone No.: (713) 969-1000

BANDON OIL AND GAS, LP

(Organizational ID: 4154577)

Address: 2000 W. Sam Houston
Pkwy. S.
Suite 1200
Houston, TX 77042
Telephone No.: (713) 969-1000

AND

DYNAMIC OFFSHORE RESOURCES NS, LLC

(Organizational ID: 800138936)

Address: 2000 W. Sam Houston
Pkwy. S.
Suite 1200
Houston, TX 77042
Telephone No.: (713) 969-1000

TO

PETER GRAF, TRUSTEE

Address: c/o Republic Title of Texas, Inc.
2626 Howell Street
10th Floor
Dallas, TX 75204
Telephone No.: (214) 855-8836

AND TO

CANTOR FITZGERALD SECURITIES

as Substitute Collateral Agent

Address: 110 East 59th Street
New York, New York 10022
Attention: N. Horning (Fieldwood Energy)
Telephone No.: (212) 829-4889

A CARBON, PHOTOGRAPHIC, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. IN CERTAIN STATES, A POWER OF SALE MAY ALLOW THE TRUSTEE OR THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS INSTRUMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THIS INSTRUMENT COVERS PROCEEDS OF MORTGAGED PROPERTY.

THIS INSTRUMENT COVERS MINERALS, AS EXTRACTED COLLATERAL AND OTHER SUBSTANCES OF VALUE THAT MAY BE EXTRACTED FROM THE EARTH (INCLUDING WITHOUT LIMITATION OIL AND GAS) AND THE ACCOUNTS RELATED THERETO, WHICH WILL BE FINANCED AT THE WELLHEADS OF THE WELL OR WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT B HERETO. THIS FINANCING STATEMENT IS TO BE FILED OR FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OR SIMILAR RECORDS OF THE RECORDERS OF THE COUNTIES LISTED ON THE EXHIBITS HERETO. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN THE EXHIBITS ATTACHED HERETO.

PORTIONS OF THE MORTGAGED PROPERTY ARE GOODS THAT ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN OR REFERRED TO IN EXHIBIT B HERETO. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD OR RECORDED, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OR SIMILAR RECORDS OF EACH COUNTY IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED OR WHICH IS ADJACENT TO THE OUTER CONTINENTAL SHELF. THE MORTGAGOR IS THE OWNER OF RECORD INTEREST IN THE REAL ESTATE CONCERNED. THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS OR THE UCC RECORDS.

To the Chancery Clerk of the Judicial Districts of Mississippi Counties, if any, referred to on Exhibit A attached hereto: The real property described herein lies offshore within the reasonable projected seaward extension of the relevant county boundary.

Line of Credit Mortgage. THIS MORTGAGE ALSO SECURES A LINE OF CREDIT AS DEFINED IN MISS. CODE ANN. § 89-1-49 SUCH THAT SATISFACTION OF RECORD SHALL ONLY BE ACCOMPLISHED AND EXTINGUISHMENT SHALL ONLY OCCUR AS PROVIDED IN SUBSECTION (5) OF MISS. CODE ANN. § 89-5-21.

THIS FIFTH SUPPLEMENT AND AMENDMENT TO MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (FIRST LIEN TERM LOAN) (this "Supplement") is entered into effective as of April 13, 2020 (the "Effective Date") by Fieldwood Energy LLC, a Delaware limited liability company ("Fieldwood"), GOM Shelf LLC, a Delaware limited liability company ("GOM" and collectively with Fieldwood, the "Original Mortgagor"), Fieldwood Energy Offshore LLC, a Delaware limited liability company ("Fieldwood Offshore"), Bandon Oil and Gas, LP, a Delaware limited partnership ("Bandon"), and Dynamic Offshore Resources NS, LLC, a Texas limited liability company ("DORNS" and collectively with Fieldwood Offshore and Bandon, the "Additional Mortgagor"; Additional Mortgagor collectively with Original Mortgagor, the "Mortgagor"), (i) in favor of Peter Graf, as Trustee for the benefit of Cantor Fitzgerald Securities in its capacity as Substitute Collateral Agent (as hereinafter defined) (together with its successors and assigns in such capacity, the "Mortgagee"), for its benefit and the benefit of the Secured Parties, and (ii) in favor of Mortgagee, for its benefit and the benefit of the Secured Parties, in each case with respect to with respect to all provisions of the Original Mortgage (as hereinafter defined) as supplemented and amended by this Supplement, including, but not limited, to, with respect to all Additional Mortgaged Properties (as hereinafter defined) and all Additional UCC Collateral (as hereinafter defined).

RECITALS

A. Original Mortgagor executed that certain Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (First Lien) dated as of September 30, 2013 in favor of P. R. Ballard (the "Original Trustee") and Citibank, N.A. (the "Resigning Collateral Agent"), for the benefit of the Lenders (the "Mortgage").

B. Original Mortgagor executed that certain First Supplement to Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing, Financing Statement and Partial Release (First Lien) dated as of November 15, 2013 in favor of the Original Trustee and the Resigning Collateral Agent, for the benefit of the Lenders (the "First Supplement").

C. Original Mortgagor executed that certain Second Supplement to Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing, and Financing Statement (First Lien) dated as of March 12, 2014 in favor of the Original Trustee and the Resigning Collateral Agent, for the benefit of the Lenders (the "Second Supplement").

D. Mortgagor executed that Third Supplement to Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing, and Financing Statement (First Lien) dated as of August 16, 2016 in favor of the Original Trustee and the Resigning Collateral Agent, for the benefit of the Lenders (the "Third Supplement").

E. Mortgagor executed that Fourth Supplement to Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing, and Financing Statement (First Lien) dated as of July 9, 2018 in favor Peter Graf, as the Trustee and Cantor Fitzgerald Securities as Substitute Collateral Agent and Mortgagee for the benefit of the Lenders (the "Fourth Supplement"; the Mortgage, as amended and supplemented by the First Supplement,

the Second Supplement, the Third Supplement, and the Fourth Supplement, the “Original Mortgage”).

F. The Mortgage, the First Supplement, the Second Supplement, the Third Supplement, and the Fourth Supplement were duly recorded, inter alia, as set forth in Exhibit A.

G. Since the date of the Original Mortgage Mortgagor has agreed to subject additional properties to the Lien of the Original Mortgage, as supplemented and amended by this Supplement.

THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor and Mortgagee hereby agree as follows:

SECTION 1 DEFINITIONS

1.1 Defined Terms. Each capitalized term used in this Supplement and not defined in this Supplement shall have the meaning ascribed to such term in the Original Mortgage. Each capitalized term used in this Supplement and not defined in this Supplement or the Original Mortgage shall have the meaning ascribed to such term in the First Lien Term Loan Agreement. Any capitalized term not defined in any of this Supplement, the Original Mortgage, or the First Lien Term Loan Agreement shall have the meaning ascribed to such term in the Applicable UCC.

1.2 Other Defined Terms. As used in this Supplement, each term defined above has the meaning indicated above. In addition, the following terms shall have the following meanings.

“Additional As-Extracted Collateral” means As-Extracted Collateral from or attributable to the Additional Oil and Gas Properties.

“Additional Collateral” means collectively all the Additional Mortgaged Property and all the Additional UCC Collateral.

“Additional Deed of Trust Properties” means that portion of the Additional Mortgaged Property located in the States of Texas or Mississippi or which are located within (or cover or relate to properties located within) the Outer Continental Shelf or other offshore area adjacent to the States of Texas or Mississippi over which the United States of America asserts jurisdiction and to which the laws of the States of Texas or Mississippi are applicable with respect to this Supplement and/or the Liens or security interests created hereby.

“Additional Fixtures” means any Additional Oil and Gas Property, fixtures or immovable properties which as a result of being incorporated into realty or structures or improvements located therein or thereon, with the intent that they remain there permanently, constitute fixtures or immovable properties under the laws applicable where such Additional Oil and Gas Property is located.

“Additional Hydrocarbon Interests” means all rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to the oil and gas leases, oil, gas and mineral leases, wellbore interests, and/or other liquid or gaseous hydrocarbon leases, mineral fee interests, overriding royalty and royalty interests, net profit interests and production payment interests, and

other interests and estates and the lands and premises covered or affected thereby, including any reserved or residual interests of whatever nature, in each case, that are described on Exhibit B (or in any instrument or document described or referred to in Exhibit B).

“Additional Hydrocarbons” means all oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined or separated therefrom and all other minerals that may be produced and saved from or attributable to the Additional Oil and Gas Properties, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Additional Hydrocarbon Interests or other properties constituting Additional Oil and Gas Properties.

“Additional Mortgaged Property” means the Additional Oil and Gas Properties and other properties and assets described in Section 2.1(a) through Section 2.1(f).

“Additional Oil and Gas Properties” means (a) the Additional Hydrocarbon Interests; (b) the properties now or hereafter pooled or unitized with the Additional Hydrocarbon Interests; (c) all presently existing or future unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including without limitation all units created under orders, regulations and rules or other official acts of any Governmental Authority and units created solely among working interest owners pursuant to operating agreements or otherwise) that may affect all or any portion of the Additional Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including, without limitation, production sharing contracts and agreements, production sales contracts, farmout agreements, farm-in agreements, area of mutual interest agreements, and equipment leases, described or referred to in this Supplement or that relate to any of the Additional Hydrocarbon Interests or interests in the Additional Hydrocarbon Interests or the production, sale, purchase, exchange, processing, handling, storage, transporting or marketing of the Additional Hydrocarbons from or attributable to such Additional Hydrocarbon Interests; (e) all Additional Hydrocarbons in and under and which may be produced and saved or attributable to the Additional Hydrocarbon Interests, the lands pooled or unitized therewith and Mortgagor’s interests therein, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Additional Hydrocarbon Interests, the lands pooled or unitized therewith and Mortgagor’s interests therein; and (f) all tenements, hereditaments, appurtenances and properties in any manner appertaining, belonging, affixed or incidental to the Additional Hydrocarbon Interests, the rights, titles, interests and estates described or referred to above, that are now owned or that are hereafter acquired by Mortgagor, including, without limitation, any and all property, real or personal, immovable or moveable, now owned or hereinafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Additional Hydrocarbon Interests or property or the lands pooled or unitized therewith, including any and all oil wells, gas wells, injection wells or other wells, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, gas processing plants, pipeline systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights, together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing.

“Additional Other Mortgaged Properties” means that portion of the Additional Mortgaged Property located in the States of Louisiana or Alabama, or which are located within (or cover or relate to properties located within) the Outer Continental Shelf or other offshore area adjacent to the States of Louisiana or Alabama over which the United States of America asserts jurisdiction and to which the laws of the States of Louisiana or Alabama are applicable with respect to this Supplement and/or the Liens or security interests created hereby.

“Additional UCC Collateral” means the property and other assets described in Section 2.2.

“Original Mortgaged Property” means the Mortgaged Property as defined in the Original Mortgage.

“Resigning Collateral Agent” means Citibank, N.A., a national banking association, as resigning agent and as the original beneficiary under the Mortgage.

“Substitute Collateral Agent” means Cantor Fitzgerald Securities, in its capacity as collateral agent pursuant to the First Lien Term Loan Agreement, as substitute collateral agent for the Secured Parties.

SECTION 2 GRANT OF LIEN AND OBLIGATIONS

2.1. Grant of Liens. To secure payment of the Obligations when due, Mortgagor does by these presents hereby:

GRANT, BARGAIN, SELL, WARRANT, MORTGAGE, ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE and CONVEY to the Trustee WITH A POWER OF SALE, for the use and benefit of the Mortgagee and the Secured Parties, all of the following properties, rights and interests relating to the Additional Deed of Trust Properties pursuant to the terms, conditions and provisions of the Original Mortgage as supplemented and amended by this Supplement; and

GRANT, BARGAIN, SELL, CONVEY, MORTGAGE, ASSIGN, WARRANT, PLEDGE AND HYPOTHECATE to Mortgagee, with mortgage covenants, and upon the statutory mortgage condition for the breach of which the Original Mortgage as amended by this Supplement may be subject to foreclosure as provided by law, and grant to Mortgagee a POWER OF SALE (pursuant to the Original Mortgage as amended by this Supplement and applicable law) with respect to, all of the following properties, rights and interests relating to the Additional Other Mortgaged Properties pursuant to the terms, conditions and provisions of the Original Mortgage, as supplemented and amended by this Supplement:

(a) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to the Additional Oil and Gas Properties.

(b) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to all geological, geophysical, engineering, accounting, title and other technical or business data concerning the Additional Oil and Gas Properties or the Additional Hydrocarbons,

and all books, files, records, magnetic media, computer records and other forms of recording or obtaining access to such data.

(c) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to all Additional Hydrocarbons.

(d) Any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the Liens hereof by Mortgagor or by anyone on Mortgagor's behalf; and the Trustee and/or the Mortgagee are hereby authorized to receive the same at any time as additional security hereunder.

(e) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by Mortgagor in and to the Additional Oil and Gas Properties and all other rights, titles, interests and estates and every part and parcel thereof, including, without limitation, any rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Permitted Encumbrances to which any of such Additional Oil and Gas Properties or other rights, titles, interests or estates are subject or otherwise; all rights of Mortgagor to Liens securing payment of proceeds from the sale of production from any of such Additional Oil and Gas Properties, together with any and all renewals and extensions of any of such related rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by Mortgagor in and to such related rights, titles, interests or estates.

(f) All of Mortgagor's rights, titles and interests in and to all surface fees and fee estates described in Exhibit B (or in any instrument or document described or referred to in Exhibit B), if any, compressor sites, settling ponds, equipment or pipe yards, office sites and all property and fixtures located thereon, whether such surface fees, fee estates, compressor sites, settling ponds, equipment or pipe yards, office sites, office buildings, fee simple estates, leasehold estates or otherwise, together with all present and future rights, titles, easements and estates now owned or hereafter acquired by Mortgagor under or in connection with such interest.

TO HAVE AND TO HOLD (i) the Additional Deed of Trust Properties unto Trustee, and its successors or substitutes in this trust, and to its or their successors and assigns, in trust, for the benefit of the Mortgagee, as agent for the Mortgagee and the other Secured Parties, however, upon the terms, provisions and conditions herein set forth, and (ii) the Additional Other Mortgaged Properties unto Mortgagee, and Mortgagee's successors and assigns, for the ratable benefit of the Mortgagee and the other Secured Parties, upon the terms, provisions and conditions herein set forth.

It is the intention of Mortgagor and the Mortgagee herein to cover and affect hereby all interests that Mortgagor may now own or may hereafter acquire in and to the interests and Additional Oil and Gas Properties described on Exhibit B (or in any instrument or document described or referred to in Exhibit B), even though Mortgagor's interests or the property be incorrectly described on Exhibit B (or in any instrument or document described or referred to in Exhibit B) or a description of a part or all of the interests or property described on Exhibit B (or in any instrument or document described or referred to in Exhibit B) or Mortgagor's interests therein

be omitted, and notwithstanding that the interests as specified on Exhibit B (or in any instrument or document described or referred to in Exhibit B) may be limited to particular lands, specified depths or particular types of property interests.

Notwithstanding any provision in this Supplement to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Additional Mortgaged Property" and no Building or Manufactured (Mobile) Home is hereby encumbered by this Supplement. As used herein, "Flood Insurance Regulations" shall mean (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, and (iv) the Flood Insurance Reform Act of 2004 and any regulations promulgated thereunder.

2.2. Grant of Security Interest. To further secure payment of the Obligations when due, Mortgagor hereby grants to the Mortgagee, for its benefit and the benefit of the Secured Parties, a security interest in and to all of the following (whether now or hereafter acquired by operation of law or otherwise):

- (a) all Additional As-Extracted Collateral;
- (b) all Additional Fixtures; and
- (c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security, guarantees and other Supporting Obligations given with respect to any of the foregoing.

2.3. Fixture Filing, Etc. Without in any manner limiting the generality of any of the other provisions of this Supplement: (i) some portions of the goods described or to which reference is made herein are or are to become Fixtures on the land described or to which reference is made herein or on Exhibit B; (ii) the security interests created hereby under applicable provisions of the Applicable UCC will attach to all Additional As-Extracted Collateral and all other Additional Hydrocarbons; (iii) this Supplement is to be filed of record in the real estate records or other appropriate records as a financing statement; and (iv) Mortgagor is the record owner of the real estate or interests in the real estate or immoveable property comprised of the Additional Mortgaged Property.

2.4. Pro Rata Benefit. This Supplement is executed and granted for the pro rata benefit and security of the Mortgagee and the other Secured Parties to secure the Obligations for so long as same remains unsatisfied or unpaid, as applicable, and thereafter until the Termination Date.

2.5. Excluded Properties. Notwithstanding anything herein to the contrary, in no event shall the Additional Mortgaged Property include, and Mortgagor shall not be deemed to have granted a Lien under this Supplement in, any of Mortgagor's right, title or interest in any of the following property but only to the extent such property constitutes personal property (and for the avoidance of doubt, not (i) real or immovable property, including the Additional Hydrocarbon

Interests, (ii) Additional Hydrocarbons or (iii) Additional As-Extracted Collateral or Additional Fixtures):

(a) (i) any personal property to the extent that such grant of a Lien is prohibited by any Requirement of Law or requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law, (ii) any personal property to the extent that such grant of a Lien is (x) prohibited by, or constitutes a breach or default under, or results in (or would result in) the termination of (or would give any other party a right of termination of), or requires any consent not obtained under, any Contractual Requirement or (y) otherwise constitutes or results (or would result) in the abandonment, invalidation or unenforceability of (or would give any other party a right of abandonment, invalidation or unenforceability of) any right, title or interest of Mortgagor under any Contractual Requirement, except, in each case, to the extent that such Requirement of Law or the term in such Contractual Requirement or equity holder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable Requirements of Law or purports to prohibit the granting of a Lien over all assets of Mortgagor or (iii) any personal property to the extent that such grant of a Lien would result in the forfeiture of Mortgagor's rights in the personal property; provided, however, that the foregoing exclusions shall not apply to the extent that any such prohibition, default or other term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the Applicable UCC of any relevant jurisdiction or any other applicable Requirement of Law; and provided, further, that Mortgagor shall be deemed to have granted a Lien in all its rights, title and interests in any portion of such personal property that does not result in any of the consequences specified above including any Proceeds of such personal property; or

(b) any personal property constituting "Excluded Assets" as such term is defined in the Collateral Agreement.

SECTION 3 ASSIGNMENT OF ADDITIONAL AS-EXTRACTED COLLATERAL

3.1. Assignment. Mortgagor has absolutely and unconditionally assigned, transferred, conveyed and granted a security interest, and does hereby absolutely and unconditionally assign, transfer, convey and grant a security interest, pursuant to the terms, conditions and provisions of the Original Mortgage, as supplemented and amended by this Supplement, to the Mortgagee, for its benefit and the benefit of the other Secured Parties in and to the property described in Sections 2.1 and 2.2 of this Supplement, including, without limitation, all of its Additional As-Extracted Collateral from or attributable to the Additional Oil and Gas Properties and all of the revenue and proceeds now and hereafter attributable to such Additional Oil and Gas Properties.

SECTION 4 MISCELLANEOUS

4.1. Amendments. From and after the Effective Date, any reference in the Original Mortgage as supplemented and amended by this Supplement, to the following terms shall have the meanings as set forth below:

(a) “Collateral” shall mean and include Collateral as defined in the Original Mortgage, together with the Additional Collateral as defined in this Supplement.

(b) “Credit Party” shall mean the Credit Parties as defined in the Loan Agreement, as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

(c) “Deed of Trust Properties” shall mean and include Deed of Trust Properties as defined in the Original Mortgage, together with the Additional Deed of Trust Properties as defined in this Supplement.

(d) “Event of Default” shall mean an Event of Default as defined in the Loan Agreement, as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

(e) “Guarantee Obligations” shall mean the Guarantee Obligations as defined in the Loan Agreement, as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

(f) “Hydrocarbon Interests” shall mean and include Hydrocarbon Interests as defined in the Original Mortgage, together with the Additional Hydrocarbon Interests as defined in this Supplement.

(g) “Hydrocarbons” shall mean and include Hydrocarbons as defined in the Original Mortgage, together with the Additional Hydrocarbons as defined in this Supplement.

(h) “Loan Agreement” shall mean the First Lien Term Loan Agreement, as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

(i) “Mortgage” and “this Mortgage”, as defined in the Original Mortgage shall mean the Original Mortgage as supplemented and amended by this Supplement and as the same may from time to time be further amended or supplemented.

(j) “Mortgaged Property” shall mean and include the Original Mortgaged Property, together with the Additional Mortgaged Property as defined in this Supplement.

(k) “Obligations” shall mean the Loan Obligations as defined in the Loan Agreement, as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

(l) “Oil and Gas Properties” shall mean and include Oil and Gas Properties as defined in the Original Mortgage, together with the Additional Oil and Gas Properties as defined in this Supplement.

(m) “Other Mortgaged Properties” shall mean and include Other Mortgaged Property as defined in the Original Mortgage, together with the Additional Other Mortgaged Property as defined in this Supplement.

(n) “Permitted Encumbrances” shall mean Permitted Liens as defined in the Loan Agreement as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

(o) “Secured Parties” shall mean the Secured Parties as defined in the Loan Agreement, as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

(p) “UCC Collateral” shall mean and include UCC Collateral as defined in the Original Mortgage, together with the Additional UCC Collateral as defined in this Supplement.

4.2. Marginal Notations. Mortgagor and Mortgagee authorize and direct the Clerk of Court of each Parish of the State of Louisiana to note the execution and delivery of this Supplement in the margin of the inscription of the Mortgage, recorded as set forth in Exhibit A.

4.3. Reaffirmation. The Mortgagor hereby acknowledges, ratifies, and confirms the Original Mortgage as supplemented and amended by this Supplement and all of the Liens created and existing thereunder as security for the Obligations, all on the terms and conditions of the Original Mortgage, as supplemented and amended by this Supplement; *provided, however*, that to the extent any of the Hydrocarbon Interests subject to the Original Mortgage may have expired by their terms or may have been released by the grantee thereof, Mortgagor’s representations and warranties with respect to such Hydrocarbon Interests shall be deemed to have terminated. Mortgagor hereby acknowledges, ratifies, and confirms the Original Mortgage and all of the Liens created and existing thereunder as supplemented and amended by this Supplement to the extent of the Additional Mortgaged Property.

4.4. Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of the Mortgagee and the Secured Parties in order to effectuate the provisions hereof. The invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

4.5. Successors and Assigns. The terms used to designate any party or group of persons shall be deemed to include the respective heirs, legal representatives, successors and assigns of such Persons.

4.6. Counterparts. This Supplement is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Additional Mortgaged Property is situated in (or adjacent to, in the case of offshore properties) more than one county or parish, descriptions of only those portions of the Additional Mortgaged Property located in the county or parish in which a particular counterpart is recorded may be attached as Exhibit B to such counterpart. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument. Complete copies of this Supplement containing the entire Exhibit B have been retained by the Mortgagee.

4.7. Governing Law. This Supplement shall be governed and construed in accordance with the laws of the State of Texas, without regard to the laws that might be applicable under

conflicts of laws principles; provided, however, that, with respect to any portion of the Additional Mortgaged Property located outside of the State of Texas, the laws of the place in which such property is located in, or offshore area adjacent to (and State law made applicable as a matter of Federal law), shall apply to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of Liens and enforcement of rights and remedies against the Additional Mortgaged Property.

4.8. Financing Statement; Fixture Filing. This Supplement shall be effective as a financing statement filed as a fixture filing with respect to all Additional Fixtures included within the Additional Mortgaged Property and is to be filed or filed for record in the real estate records, mortgage records or other appropriate records of each jurisdiction where any part of the Additional Mortgaged Property (including said fixtures) are situated (or adjacent to, in the case of offshore properties), and may also be filed in the offices of the Bureau of Land Management and/or the Bureau of Ocean Energy Management. This Supplement shall also be effective as a financing statement covering Additional As-Extracted Collateral (including oil and gas and all other substances of value that may be extracted from the ground) and accounts financed at the wellhead or minehead of wells or mines located on the properties subject to the Applicable UCC and is to be filed for record in the real estate records, UCC records or other appropriate records of each jurisdiction where any part of the Additional Mortgaged Property is situated (or adjacent to, in the case of offshore properties). This Supplement also constitutes a security agreement under the Applicable UCC and creates a security interest in all that property (and the proceeds thereof) included in the Additional Mortgaged Property which might otherwise be deemed “personal property”. Notwithstanding any release of any or all of that property included in the Additional Mortgaged Property which is deemed “real property”, any proceedings to foreclose this Supplement or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interests created hereby and referred to above until the repayment or satisfaction in full of the obligations of Mortgagor as are now or hereafter evidenced by the Secured Transaction Documents.

4.9. Filing of Financing Statements. Pursuant to the Applicable UCC, the Mortgagor authorizes the Mortgagee, its counsel or its representative, at any time and from time to time, to file or record financing statements, continuation statements, amendments thereto and other filing or recording documents or instruments with respect to the Mortgaged Property without the signature of the Mortgagor in such form and in such offices as the Mortgagee reasonably determines appropriate to perfect the security interests of the Mortgagee under this Mortgage. The Mortgagor also authorizes the Mortgagee, its counsel or its representative, at any time and from time to time, to file or record such financing statements that describe the collateral covered thereby as “all assets of the Mortgagor”, “all personal property of the Mortgagor” or words of similar effect. The Mortgagor shall pay all costs associated with the filing of such instruments. Notwithstanding the foregoing authorizations, Mortgagor agrees to file or cause a designee to file and deliver to the Collateral Agent upon recording such financing statements as are or may be necessary to establish and maintain a valid, enforceable, perfected security interest in the Collateral or with respect to the Mortgaged Property as provided herein and the other rights and security contemplated hereby or as the Mortgagee may from time to time reasonably request, and authorization to the Mortgagee hereunder shall not relieve the Mortgagor of its obligation to make such filings.

In that regard, the following information is provided:

Name of Debtor: Fieldwood Energy LLC

Address of Debtor: 2000 W. Sam Houston Pkwy. S.
Suite 1200
Houston, TX 77042

State of Formation/Location: Delaware

Name of Debtor: GOM Shelf LLC

Address of Debtor: 2000 W. Sam Houston Pkwy. S.
Suite 1200
Houston, TX 77042

State of Formation/Location: Delaware

Name of Debtor: Fieldwood Energy Offshore LLC

Address of Debtor: 2000 W. Sam Houston Pkwy. S.
Suite 1200
Houston, TX 77042

State of Formation/Location: Delaware

Name of Debtor: Bandon Oil and Gas, LP

Address of Debtor: 2000 W. Sam Houston Pkwy. S.
Suite 1200
Houston, TX 77042

State of Formation/Location: Delaware

Name of Debtor: Dynamic Offshore Resources NS, LLC

Address of Debtor: 2000 W. Sam Houston Pkwy. S.
Suite 1200
Houston, TX 77042

State of Formation/Location: Texas

Name of Secured Party: Cantor Fitzgerald Securities
as Collateral Agent

Address of Secured Party: 110 East 59th Street
New York, New York 10022
Attention: N. Horning (Fieldwood Energy)

Owner Record of Real Property: Fieldwood Energy LLC, GOM Shelf LLC,
Fieldwood Energy Offshore LLC, Bandon Oil
and Gas, LP, and Dynamic Offshore
Resources NS, LLC

4.10. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Mortgagee for the benefit of itself and the Secured Parties pursuant to the Original Mortgage as supplemented and amended by this Supplement and (ii) the exercise of any right or remedy by the Mortgagee hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Common Collateral (as defined in the Intercreditor Agreements), are subject to the provisions of (a) the Pari Passu Intercreditor Agreement dated as of April 11, 2018 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Pari Passu Intercreditor Agreement"), among Cantor Fitzgerald Securities, as First-Lien Term Loan Collateral Agent, Cantor Fitzgerald Securities, as Authorized Representative for the First-Lien Term Loan Secured Parties, Cantor Fitzgerald Securities, as the Additional First-Lien Collateral Agent, and Cantor Fitzgerald Securities, as LC Facility Authorized Representative, Fieldwood Energy Inc., Fieldwood Energy LLC, the other Grantors party thereto, and each additional Authorized Representative from time to time party thereto, and (b) the Intercreditor Agreement dated as of April 11, 2018 (as amended, restated, supplemented, replaced, or otherwise modified from time to time, the "Senior Lien Intercreditor Agreement" and, together with the Pari Passu Intercreditor Agreement, the "Intercreditor Agreements"), among Cantor Fitzgerald Securities, as First Lien Term Facility Agent and Applicable First Lien Agent, Cortland Capital Market Services LLC, as Second Lien Term Facility Agent and Applicable Second Lien Agent, Fieldwood Energy Inc., Fieldwood Energy LLC, and the subsidiaries of Fieldwood Energy LLC named therein. All capitalized terms in this Section 4.10 not defined herein shall have the meanings set forth in the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and the terms of the Original Mortgage as supplemented and amended by this Supplement, the terms of the Intercreditor Agreements shall govern; provided, however, that nothing contained in this Section 4.10 shall diminish or preclude the granting of the liens, assignments, and security interests in the Original Mortgage as supplemented and amended by this Supplement or limit the ability of the Mortgagee to enforce the Original Mortgage as supplemented and amended by this Supplement by ordinary or executory process or otherwise.

4.11. Concerning the Mortgagee. Cantor Fitzgerald Securities is entering into this Supplement solely in its capacity as collateral agent pursuant to the First Lien Term Loan

Agreement and shall be entitled to all of the rights, privileges, and immunities of the collateral agent as set forth therein.

4.12. Concerning the Trustee. The Trustee shall be entitled to all of the rights, privileges, and immunities as provided in the Original Mortgage.

4.13. References. The words “herein,” “hereof,” “hereunder” and other words of similar import when used in this Supplement refer to this Supplement as a whole, and not to any particular article, section or subsection. Any reference herein to a Section shall be deemed to refer to the applicable Section of this Supplement unless otherwise stated herein. Any reference herein to an exhibit or schedule shall be deemed to refer to the applicable exhibit or schedule attached hereto unless otherwise stated herein.

4.14. Future Advances. The Original Mortgage as supplemented and amended by this Supplement secures future advances, and in accordance with Article 3298 of the Louisiana Civil Code, and as to all Obligations, present and future, secured by the Original Mortgage as supplemented and amended by this Supplement, notwithstanding the nature of such Obligations or the date they arise, the Original Mortgage as supplemented and amended by this Supplement has effect between the parties from the time the Original Mortgage was executed, and as to third persons from the time the Original Mortgage was filed for registry.

4.15. Appearance, Resolutions; Executory Process. For purposes of Louisiana law, including but not limited to the availability of executory process, Mortgagor has appeared on this date before the undersigned Notary Public and witnesses in order to execute this Supplement. Mortgagor attaches, as Annex I, to counterparts hereof being recorded in Louisiana certified resolutions of its authorizing bodies, authorizing the execution and delivery of this Supplement. Mortgagor further acknowledges the mortgage, security interest, and assignment of the Mortgaged Property and the Collateral as security for the Obligations is given and affected with a *pact de non alienando*, confession of judgment and waivers of delay, seizure, notice, and appraisalment and with consent to executory process, all upon the terms of the Original Mortgage as supplemented and amended by this Supplement.

[SIGNATURES BEGIN NEXT PAGE]

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THUS DONE AND PASSED this 13 day of April, 2020 to be effective for all purposes as of the Effective Date, in my presence and in the presence of the undersigned competent witnesses who hereunto sign their names with Mortgagor and me, Notary, after reading of the whole.

WITNESSES

Colleen Armstrong
Printed Name: Colleen Armstrong

Thomas R. Lamme
Printed Name: Thomas R. Lamme

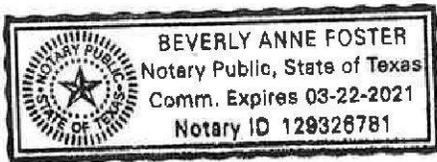
FIELDWOOD ENERGY LLC

By: [Signature]
Name: John H. Smith
Title: Senior Vice President – Land & Business Development

GOM SHELF LLC
FIELDWOOD ENERGY OFFSHORE LLC
BANDON OIL AND GAS, LP
DYNAMIC OFFSHORE RESOURCES NS, LLC

By: [Signature]
Name: John H. Smith
Title: Vice President

Beverly Anne Foster
NOTARY PUBLIC
Printed Name: Beverly Anne Foster
Notary Number: 129326781



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

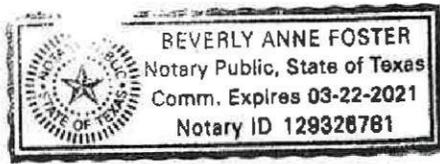
TEXAS This instrument was acknowledged before me on this 13 day of April, 2020, by John H. Smith, Senior Vice President – Land & Business Development of FIELDWOOD ENERGY LLC, a Delaware limited liability company, the Vice President of GOM SHELF LLC, a Delaware limited liability company, the Vice President of FIELDWOOD ENERGY OFFSHORE LLC, a Delaware limited liability company, BANDON OIL AND GAS, LP, a Delaware limited partnership, and DYNAMIC OFFSHORE RESOURCES NS, LLC, a Texas limited liability company, on behalf of said limited liability companies and said limited partnership.

ALABAMA I, a Notary Public, in and for said County in said State, hereby certify that John H. Smith, whose name as Senior Vice President – Land & Business Development of FIELDWOOD ENERGY LLC, a Delaware limited liability company, the Vice President of GOM SHELF LLC, a Delaware limited liability company, the Vice President of FIELDWOOD ENERGY OFFSHORE LLC, a Delaware limited liability company, BANDON OIL AND GAS, LP, a Delaware limited partnership, and DYNAMIC OFFSHORE RESOURCES NS, LLC, a Texas limited liability company, is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument/conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability companies and limited partnership.

MISSISSIPPI Personally appeared before me, the undersigned authority in and for said county and state, on this 13th day of April, 2020, within my jurisdiction, the within named John H. Smith, who acknowledged that he is Senior Vice President – Land & Business Development of FIELDWOOD ENERGY LLC, a Delaware limited liability company, the Vice President of GOM SHELF LLC, a Delaware limited liability company, the Vice President of FIELDWOOD ENERGY OFFSHORE LLC, a Delaware limited liability company, BANDON OIL AND GAS, LP, a Delaware limited partnership, and DYNAMIC OFFSHORE RESOURCES NS, LLC, a Texas limited liability company, and that for and on behalf of the said limited liability companies and limited partnership, and as their act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability companies and limited partnership so to do.

Given under my hand this 13 day of April, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, Harris County, Texas on the day and year first above written.



Beverly Anne Foster
NOTARY PUBLIC, State of Texas

My commission expires: 3/22/2021

Printed Name: Beverly Anne Foster

[SEAL]

STATE OF FLORIDA §
 §
COUNTY OF PALM BEACH §

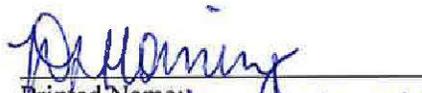
THUS DONE AND PASSED this 13 day of April, 2020 to be effective for all purposes as of the Effective Date, in my presence and in the presence of the undersigned competent witnesses who hereunto sign their names with Mortgagee and me, Notary, after reading of the whole.

WITNESSES


Printed Name: KRISTA SHERMAN

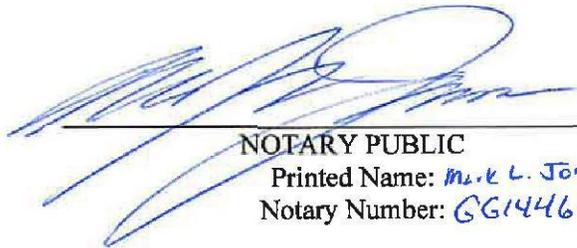
CANTOR FITZGERALD SECURITIES,
as Substitute Collateral Agent

By: 
Name: Nils Horning
Title: Vice President and Assistant General Counsel


Printed Name: Danielle Horning



MARK L. JONES
Commission # GG-144662
Expires January 14, 2022
Rendered thru Budget Notary Services


NOTARY PUBLIC
Printed Name: Mark L. Jones
Notary Number: GG144662

STATE OF FLORIDA §
 §
COUNTY OF PALM BEACH §

TEXAS This instrument was acknowledged before me on this 13 day of April, 2020, by Nils Horning, Vice President and Assistant General Counsel of CANTOR FITZGERALD SECURITIES, a New York general partnership, in its capacity as Substitute Collateral Agent under said instrument, on behalf of said entity.

ALABAMA I, a Notary Public, in and for said County in said State, hereby certify that Nils Horning, whose name as Vice President and Assistant General Counsel of CANTOR FITZGERALD SECURITIES, a New York general partnership, is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument/conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said New York general partnership.

MISSISSIPPI Personally appeared before me, the undersigned authority in and for said county and state, on this 13 day of April, 2020, within my jurisdiction, the within named Nils Horning, who acknowledged that he is Vice President and Assistant General Counsel of CANTOR FITZGERALD SECURITIES, a New York general partnership, and that for and on behalf of the said New York general partnership and as their act and deed he executed the above and foregoing instrument, after first having been duly authorized by said New York general partnership so to do.

Given under my hand this 13 day of April, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State of Florida, County of Palm Beach, on the day and year first above written.

 **MARK L. JONES**
Commission # GG 144662
Expires January 14, 2022
Bonded Through Equal Notary Services

[SEAL]



NOTARY PUBLIC
My commission expires: 01-14-2022
Printed Name: Mark L. Jones

ANNEX I
to
FIFTH SUPPLEMENT AND AMENDMENT TO MORTGAGE, DEED OF TRUST,
ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT,
FIXTURE FILING AND FINANCING STATEMENT (FIRST LIEN TERM LOAN)

Certificate

The undersigned secretary of Fieldwood Energy LLC, GOM Shelf LLC, and Fieldwood Energy Offshore LLC, each a Delaware limited liability company, of Bandon Oil and Gas, LP, a Delaware limited partnership, and of Dynamic Offshore Resources NS, LLC, a Texas limited liability company, hereby certifies that attached hereto as Schedule I are extracts of Resolutions adopted by the Board of Directors or other authorizing body of each of Fieldwood Energy LLC, GOM Shelf LLC, Fieldwood Energy Offshore LLC, Bandon Oil and Gas, LP, and Dynamic Offshore Resources NS, LLC, adopted by unanimous written consent on April 11, 2018.

The undersigned further certifies that the Resolutions are in full force and effect as of the date hereof, that John H. Smith is a Responsible Officer of each of Fieldwood Energy LLC, GOM Shelf LLC, Fieldwood Energy Offshore LLC, Bandon Oil and Gas, LP, and Dynamic Offshore Resources NS, LLC, and that each of Fieldwood Energy LLC, GOM Shelf LLC, Fieldwood Energy Offshore LLC, Bandon Oil and Gas, LP, and Dynamic Offshore Resources NS, LLC is a "Company" as defined in the attached Resolutions.



Thomas R. Lamme

Secretary

April 13, 2020

Schedule I
See Attached

Schedule I

Schedule I

**ACTION BY
UNANIMOUS WRITTEN CONSENT OF
GOVERNING BODIES OF
THE COMPANIES**

April 11, 2018

The undersigned, being (a) all of the members of the boards of directors, (b) the general partner or (c) the sole member, as the case may be (in each case, the "Governing Body" and collectively, the "Governing Bodies"), of each of the entities specified on the signature pages hereto, (each a "Company" and together, the "Companies"), do hereby consent to, adopt and approve, by unanimous written consent the following resolutions and each and every action effected thereby with the same force and effect as if they had been adopted at duly convened meetings of each Governing Body, and direct that this written consent be filed with the minutes of the proceedings of the relevant Governing Body:

WHEREAS, on February 15, 2018, Fieldwood Energy Inc., a Delaware corporation ("Holdings"), including Fieldwood Energy LLC, a Delaware limited liability company (the "Borrower") (collectively, as debtors and debtors-in-possession, the "Debtors") commenced voluntary cases under chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas Houston Division (the "Bankruptcy Court") which cases are being jointly administered under the caption In re Fieldwood Energy LLC, et al., Ch. 11 Case No. 18-30648 DRJ (the "Cases");

WHEREAS, the order confirming the Debtors' prepackaged plan (the "Confirmation Order") has been entered by the Bankruptcy Court on April 2, 2018 and, pursuant to the Confirmation Order, the Bankruptcy Court has ordered each Company to, among other things, consummate the transactions described herein;

WHEREAS, the Borrower is party to (i) that certain Credit Agreement, dated as of September 30, 2013 (as amended by that certain Amendment No. 1 to the Credit Agreement dated as of February 25, 2014, that certain Amendment No. 2 to Credit Agreement dated as of April, 2015, that certain Amendment No. 3 to Credit Agreement dated as of May 27, 2016 and as further amended, restated, amended and restated, supplemented and otherwise modified prior to the date hereof, the "Original LC Credit Agreement"), by and among the Borrower, Holdings, the lenders party thereto from time to time and Citibank, N.A. as administrative agent, (ii) that certain First Lien Term Loan Agreement, dated as of September 30, 2013 (as amended by that certain Amendment No. 1 to First Lien Term Loan Agreement dated as of February 25, 2014, that certain Amendment No. 2 to First Lien Term Loan Agreement dated as of May 27, 2016 and as further amended, restated, amended and restated, supplemented and otherwise modified prior to the date hereof, the "Original FLTL Credit Agreement"), by and among the Borrower, the lenders party thereto from time to time and Citibank, N.A. as administrative agent and (iii) that certain First Lien Last Out Term Loan Agreement, dated as of May 27, 2016 (as amended, restated, amended and restated, supplemented and otherwise modified prior to the date hereof, the "Original SLTL Credit Agreement" and together with the Original LC Credit Agreement and the Original FLTL Credit Agreement, the "Original Credit Agreements"), by and among the Borrower, the lenders party thereto from time to time and Cortland Capital Market Services LLC, as administrative agent;

WHEREAS, pursuant to the transactions contemplated by the Confirmation Order, the Borrower intends to (i) amend and restate the Original LC Credit Agreement by entering into that certain Amended and Restated Credit Agreement, dated on or about the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "LC Credit Agreement"), among the Borrower, Holdings, as a guarantor thereunder, the lenders party thereto from time to time (the "LC Lenders"), the issuing banks party thereto from time to time (the "Issuing Banks") and Cantor Fitzgerald Securities, as administrative agent and collateral agent thereunder (the "LC Administrative Agent"), (ii) amend and restate the Original FLTL Credit Agreement by entering into that certain Amended and Restated First Lien Term Loan Agreement, dated on or about the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "FLTL Credit Agreement"), among the Borrower, Holdings, as a guarantor thereunder, the lenders party thereto from time

to time (the "FLTL Lenders"), and Cantor Fitzgerald Securities, as administrative agent and collateral agent thereunder (the "FLTL Administrative Agent") and (iii) amend and restate the Original SLTL Credit Agreement by entering into that certain Amended and Restated Second Lien Term Loan Agreement, dated on or about the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "SLTL Credit Agreement" and, together with the LC Credit Agreement and the FLTL Credit Agreement, each a "Credit Agreement" and collectively, the "Credit Agreements"), among the Borrower, Holdings, as a guarantor thereunder, the lenders party thereto from time to time (the "SLTL Lenders"), and Cortland Capital Market Services LLC, as administrative agent and collateral agent thereunder (the "SLTL Administrative Agent");

WHEREAS, it is a requirement under the Credit Agreements that each Company execute and deliver the Loan Documents (as defined in the FLTL Credit Agreement or the SLTL Credit Agreement, as applicable) or the Credit Documents (as defined in the LC Credit Agreement) to which it is a party and perform its respective obligations thereunder;

WHEREAS, each Company will receive direct and indirect benefits as a result of the transactions contemplated by the Credit Agreements and it is, thus, in the best interest of (i) the Borrowers and Holdings to execute and deliver the Credit Agreements and (ii) each Company (other than the Borrower) to guarantee the obligations of the Borrower under the Credit Agreements and (iii) each Company to grant a security interest in and lien upon substantially all of its existing and after-acquired property, including by mortgaging certain oil and gas properties, by executing and delivering the Credit Agreement, the Additional LC Credit Documents (as defined below), the Additional FLTL Loan Documents (as defined below) and the Additional SLTL Loan Documents (as defined below) to which it is a party and perform its respective obligations thereunder;

WHEREAS, it is desirable that each Company enter into transactions from time to time to hedge or otherwise manage interest rate, currency exchange rate and/or commodity price exposure in relation to assets or liabilities of such Company, including, without limitation, rate swap transactions, basis swaps, forward rate transactions, commodity swaps, commodity options, bond options, interest rate options, interest rate cap transactions, interest rate floor transactions, interest rate collar transactions, foreign exchange transactions, currency swap transactions, cross-currency rate swap transactions, currency options or any other similar transactions (including any option with respect to any of these transactions), and any combination of these transactions (each, a "Derivatives Transaction");

WHEREAS, it is desirable that each Company enter into one or more agreements evidencing such Company's obligations in relation to Derivatives Transactions, including, without limitation, ISDA Master Agreements and schedules thereto and confirmations evidencing the terms of each Derivatives Transaction (each of the foregoing, a "Derivatives Agreement"), by and between such Company and one or more financial institutions or swap dealers; and

WHEREAS, the Governing Body of each Company deems the Credit Agreements, the Additional LC Credit Documents, the Additional FLTL Loan Documents and the Additional SLTL Loan Documents, the execution and delivery thereof (in the case of the Credit Agreements, with respect to the Borrower and Holdings only), the performance by such Company of its respective obligations thereunder and the transactions contemplated thereby to be desirable, advisable and in the best interests of each such Company.

1. LC Credit Agreement.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of each Company deems the LC Credit Agreement and the Additional LC Credit Documents, the execution and delivery thereof (in the case of the LC Credit Agreement, with respect to the Borrower and Holdings only), the performance by such Company of its obligations thereunder, the incurrence of indebtedness by the Borrower thereunder and the transactions contemplated thereby to be desirable, advisable and in the best interests of such Company (capitalized terms used in this Section 1 are used herein as defined in the LC Credit Agreement unless otherwise defined in these resolutions);

RESOLVED FURTHER, that the execution and delivery of the LC Credit Agreement and the Additional LC Credit Documents by each Company that is party thereto and the consummation by such Company of the transactions contemplated thereunder, including (i) in the case of the Borrower, the incurrence of indebtedness under the LC Credit Agreement, (ii) the guaranty by each Company (other than the Borrower) of the Indebtedness,

(including without limitation, the obligations of the Borrower arising under the LC Credit Agreement), (iii) the grant of a security interest in, and lien upon, all of its existing and after acquired property, including certain oil and gas properties, in favor of the Secured Parties (including the authorization of financing statements in connection with such liens) and (iv) the execution, delivery and performance of all other agreements, instruments, documents, notices or certificates constituting exhibits to the LC Credit Agreement or that may be required, necessary, appropriate, desirable or advisable to be executed or delivered pursuant to the LC Credit Agreement or otherwise related thereto, including interest rate or currency hedging arrangements (each an "Additional LC Credit Document" and collectively, the "Additional LC Credit Documents"), the making of the representations and warranties and compliance with the covenants thereunder and the assumption of any obligations under and in respect of any of the foregoing, are hereby authorized and approved in all respects, and that any officer of such Company (each a "Responsible Officer"), who may act without the joinder of any other Responsible Officer, is hereby severally authorized, empowered and directed, in the name and on behalf of such Company, to (i) execute and deliver (a) in the case of the Borrowers and Holdings, the LC Credit Agreement and (b) otherwise, each Additional LC Credit Document to which such Company is a party, in each case, with such changes therein and additions thereto as any such Responsible Officer, in his or her sole discretion, may deem necessary, convenient, appropriate, advisable or desirable, the execution and delivery of the LC Credit Agreement and such Additional LC Credit Documents with any changes thereto by the relevant Responsible Officer, to be conclusive evidence that such Responsible Officer deemed such changes to meet such standard and (ii) perform its obligations under the LC Credit Agreement and/or each Additional LC Credit Document to which such Company is a party, as so executed and delivered;

RESOLVED FURTHER, that the signature of any Responsible Officer of any Company to the LC Credit Agreement and any Additional LC Credit Document to which such Company is a party or signatory shall be conclusive evidence of the authority of such Responsible Officer to execute and deliver the LC Credit Agreement and/or such Additional LC Credit Document;

RESOLVED FURTHER, that, in connection with the foregoing, as used herein, the term "Additional LC Credit Documents" shall include, but not be limited to:

- (i) the Collateral Agreement;
- (ii) any Guarantee;
- (iii) any Mortgage;
- (iv) any other Security Document;
- (v) any Letter of Credit; and
- (vi) any other Credit Document to which any Company is a party and all other certificates, notices, letters, notes, agreements or other documents required by the Credit Documents or otherwise related thereto necessary, convenient, appropriate or advisable to consummate the transactions contemplated by the LC Credit Agreement; and

RESOLVED FURTHER, that the Responsible Officers of each Company, any one of whom may act without the joinder of any of the others, are each hereby severally authorized, in the name of and on behalf of such Company, to take all actions (including, without limitation, (i) the negotiation, execution, delivery and filing of, or consent to the LC Administrative Agent's filing of, any additional agreements, certificates, instruments or documents (including mortgages, swap agreements, or other Derivatives Agreement, hedging agreement or arrangement, financing statements and similar documents), (ii) the modification or amendment (whether prior to or subsequent to the Closing Date) of any of the terms and conditions of the LC Credit Agreement and any Additional LC Credit Document or the seeking of any waiver or consent in connection therewith, (iii) the payment of any consideration, fees or other amounts and (iv) the incurrence and/or payment of indemnities, fees, costs, expenses and taxes) as any such Responsible Officer, in his or her sole discretion, may deem necessary, convenient, appropriate or advisable (such acts to be conclusive evidence that such Responsible Officer deemed the same to meet such standard) in order to effect the transactions contemplated under the LC Credit Agreement and/or any Additional LC Credit Document;

RESOLVED FURTHER, that the Governing Body of each Company hereby authorizes any current and/or future subsidiary of such Company, to the extent applicable, to execute any agreement and/or document as may be contemplated by the LC Credit Agreement and/or any Additional LC Credit Document.

2. FLTL Credit Agreement.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of each Company deems the FLTL Credit Agreement and the Additional FLTL Loan Documents, the execution and delivery thereof (in the case of the FLTL Credit Agreement, with respect to the Borrower and Holdings only), the performance by such Company of its obligations thereunder, the incurrence of indebtedness by the Borrower thereunder and the transactions contemplated thereby to be desirable, advisable and in the best interests of such Company (capitalized terms used in this Section 2 are used herein as defined in the FLTL Credit Agreement unless otherwise defined in these resolutions);

RESOLVED FURTHER, that the execution and delivery of the FLTL Credit Agreement and the Additional FLTL Loan Documents by each Company that is party thereto and the consummation by such Company of the transactions contemplated thereunder, including (i) in the case of the Borrower, the incurrence of indebtedness under the FLTL Credit Agreement, (ii) the guaranty by each Company (other than the Borrower) of the Indebtedness, (including without limitation, the obligations of the Borrower arising under the FLTL Credit Agreement, (iii) the grant of a security interest in and liens upon substantially all of such Company's assets in favor of the Secured Parties with respect to such Indebtedness (including the authorization of financing statements in connection with such liens) and (iv) the execution, delivery and performance of all other agreements, instruments, documents, notices or certificates constituting exhibits to the FLTL Credit Agreement or that may be required, necessary, appropriate, desirable or advisable to be executed or delivered pursuant to the FLTL Credit Agreement or otherwise related thereto (each an "Additional FLTL Loan Document" and collectively, the "Additional FLTL Loan Documents"), the making of the representations and warranties and compliance with the covenants thereunder and the assumption of any obligations under and in respect of any of the foregoing, are hereby authorized and approved in all respects, and that any Responsible Officer, who may act without the joinder of any other Responsible Officer, is hereby severally authorized, empowered and directed, in the name and on behalf of such Company, to (i) execute and deliver (a) in the case of the Borrowers and Holdings, the FLTL Credit Agreement and (b) each Additional FLTL Loan Document to which such Company is a party, in each case, with such changes therein and additions thereto as any such Responsible Officer, in his or her sole discretion, may deem necessary, convenient, appropriate, advisable or desirable, the execution and delivery of the FLTL Credit Agreement and such Additional FLTL Loan Documents with any changes thereto by the relevant Responsible Officer, to be conclusive evidence that such Responsible Officer deemed such changes to meet such standard and (ii) perform its obligations under the FLTL Credit Agreement and/or the Additional FLTL Loan Documents to which such Company is a party, as so executed and delivered;

RESOLVED FURTHER, that the signature of any Responsible Officer of any Company to the FLTL Credit Agreement and any Additional FLTL Loan Document to which such Company is a party or signatory shall be conclusive evidence of the authority of such Responsible Officer to execute and deliver the FLTL Credit Agreement and/or such Additional FLTL Loan Document;

RESOLVED FURTHER, that, in connection with the foregoing, as used herein, the term "Additional FLTL Loan Documents" shall include, but not be limited to:

- (i) the Collateral Agreement;
- (ii) any Guarantee;
- (iii) any Mortgage;
- (iv) any other Security Document; and

(v) any other Loan Document to which any Company is a party and all other certificates, notices, letters, notes, agreements or other documents required by the Loan Documents or otherwise related thereto necessary, convenient, appropriate or advisable to consummate the transactions contemplated by the FLTL Credit Agreement;

RESOLVED FURTHER, that the Responsible Officers of each Company, any one of whom may act without the joinder of any of the others, are each hereby severally authorized, in the name of and on behalf of such Company, to take all actions (including, without limitation, (i) the negotiation, execution, delivery and filing of, or consent to the FLTL Administrative Agent's filing of, any additional agreements, certificates, instruments or documents (including mortgages, swap agreements, or other Derivatives Agreement, hedging agreement or arrangement, financing statements and similar documents), (ii) the modification or amendment (whether prior to or subsequent to the Closing Date) of any of the terms and conditions of the FLTL Credit Agreement and any Additional FLTL Loan Document or the seeking of any waiver or consent in connection therewith, (iii) the payment of any consideration, fees or other amounts and (iv) the incurrence and/or payment of indemnities, fees, costs, expenses and taxes) as any such Responsible Officer, in his or her sole discretion, may deem necessary, convenient, appropriate or advisable (such acts to be conclusive evidence that such Responsible Officer deemed the same to meet such standard) in order to effect the transactions contemplated under the FLTL Credit Agreement and/or any Additional FLTL Loan Document; and

RESOLVED FURTHER, that the Governing Body of each Company hereby authorizes any current and/or future subsidiary of such Company, to the extent applicable, to execute any agreement and/or document as may be contemplated by the FLTL Credit Agreement and/or any Additional FLTL Loan Document.

3. SLTL Credit Agreement.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of each Company deems the SLTL Credit Agreement and the Additional SLTL Loan Documents, the execution and delivery thereof (in the case of the SLTL Credit Agreement, with respect to the Borrower and Holdings only), the performance by such Company of its obligations thereunder, the incurrence of indebtedness by the Borrower thereunder and the transactions contemplated thereby to be desirable, advisable and in the best interests of such Company (capitalized terms used in this Section 3 are used herein as defined in the SLTL Credit Agreement unless otherwise defined in these resolutions);

RESOLVED FURTHER, that the execution and delivery of the SLTL Credit Agreement and the Additional SLTL Loan Documents by each Company that is party thereto and the consummation by such Company of the transactions contemplated thereunder, including (i) in the case of the Borrower, the incurrence of indebtedness under the SLTL Credit Agreement, (ii) the guaranty by each Company (other than the Borrower) of the Indebtedness, (including without limitation, the obligations of the Borrower arising under the SLTL Credit Agreement), (iii) the grant of a security interest in and liens upon substantially all of such Company's assets in favor of the Secured Parties with respect to such Indebtedness (including the authorization of financing statements in connection with such liens) and (iv) the execution, delivery and performance of all other agreements, instruments, documents, notices or certificates constituting exhibits to the SLTL Credit Agreement or that may be required, necessary, appropriate, desirable or advisable to be executed or delivered pursuant to the SLTL Credit Agreement or otherwise related thereto (each an "Additional SLTL Loan Document" and collectively, the "Additional SLTL Loan Documents"), the making of the representations and warranties and compliance with the covenants thereunder and the assumption of any obligations under and in respect of any of the foregoing, are hereby authorized and approved in all respects, and that any Responsible Officer, who may act without the joinder of any other Responsible Officer, is hereby severally authorized, empowered and directed, in the name and on behalf of such Company, to (i) execute and deliver (a) in the case of the Borrowers and Holdings, the SLTL Credit Agreement and (b) each Additional SLTL Loan Document to which such Company is a party, in each case, with such changes therein and additions thereto as any such Responsible Officer, in his or her sole discretion, may deem necessary, convenient, appropriate, advisable or desirable, the execution and delivery of the SLTL Credit Agreement and such Additional SLTL Loan Documents with any changes thereto by the relevant Responsible Officer, to be conclusive evidence that such Responsible Officer deemed such changes to meet such standard and (ii) perform its obligations under the SLTL Credit Agreement and/or the Additional SLTL Loan Documents to which such Company is party, as so executed and delivered;

RESOLVED FURTHER, that the signature of any Responsible Officer of any Company to the SLTL Credit Agreement and any Additional SLTL Loan Document to which such Company is a party or signatory shall be conclusive evidence of the authority of such Responsible Officer to execute and deliver the SLTL Credit Agreement and/or such Additional SLTL Loan Document;

RESOLVED FURTHER, that, in connection with the foregoing, as used herein, the term "Additional SLTL Loan Documents" shall include, but not be limited to:

- (i) the Collateral Agreement;
- (ii) any Guarantee;
- (iii) any Mortgage;
- (iv) any other Security Document; and

(v) any other Loan Document to which any Company is a party and all other certificates, notices, letters, notes, agreements or other documents required by the Loan Documents or otherwise related thereto necessary, convenient, appropriate or advisable to consummate the transactions contemplated by the SLTL Credit Agreement;

RESOLVED FURTHER, that the Responsible Officers of each Company, any one of whom may act without the joinder of any of the others, are each hereby severally authorized, in the name of and on behalf of such Company, to take all actions (including, without limitation, (i) the negotiation, execution, delivery and filing of, or consent to the SLTL Administrative Agent's filing of, any additional agreements, certificates, instruments or documents (including mortgages, swap agreements, or other Derivatives Agreement, hedging agreement or arrangement, financing statements and similar documents), (ii) the modification or amendment (whether prior to or subsequent to the Closing Date) of any of the terms and conditions of the SLTL Credit Agreement and any Additional SLTL Loan Document or the seeking of any waiver or consent in connection therewith, (iii) the payment of any consideration, fees or other amounts and (iv) the incurrence and/or payment of indemnities, fees, costs, expenses and taxes) as any such Responsible Officer, in his or her sole discretion, may deem necessary, convenient, appropriate or advisable (such acts to be conclusive evidence that such Responsible Officer deemed the same to meet such standard) in order to effect the transactions contemplated under the SLTL Credit Agreement and/or any Additional SLTL Loan Document; and

RESOLVED FURTHER, that the Governing Body of each Company hereby authorizes any current and/or future subsidiary of such Company, to the extent applicable, to execute any agreement and/or document as may be contemplated by the SLTL Credit Agreement and/or any Additional SLTL Loan Document.

4. Ratification of Past Actions.

RESOLVED, that all acts and deeds of the Responsible Officers of each Company, on behalf of such Company taken prior to the date hereof to carry out the intent and accomplish the purposes of the foregoing resolutions are hereby approved, adopted, ratified and confirmed in all respects as the acts and deeds of such entity.

5. General Resolutions.

RESOLVED, that the Responsible Officers of each Company, any one of whom may act without the joinder of any of the others, are hereby severally authorized, in the name and on behalf of such Company, to take all such further actions, including, but not limited to, (i) the negotiation of such additional agreements, amendments, supplements, consents, waivers, reports, documents, instruments, applications, notes or certificates not now known but which may be required, (ii) the negotiation of such changes and additions to any agreements, amendments, supplements, consents, waivers, reports, documents, instruments, applications, notes or certificates currently existing or not now known but which may be required, (iii) the execution, delivery, performance and filing (if applicable), including, if applicable, making filings under applicable securities laws with the Securities and Exchange Commission, of any of the foregoing, (iv) the incurrence and/or payment of all fees, consent payments, taxes, indemnities and other expenses and (v) the execution and delivery of proxies, powers of attorney and other instruments on behalf of such Company, in connection with the rights and powers incident to the ownership of stock by such Company, in each case, as any Responsible Officer, in his or her sole discretion, may approve or deem necessary, convenient, appropriate or advisable in order to carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby, all of such actions, executions, deliveries, filings and payments to be conclusive evidence of such approval or that such Responsible Officer deemed the same to be so

necessary, convenient, appropriate or advisable; and that all such actions, executions, deliveries, filings and payments taken or made at any time in connection with the transactions contemplated by the foregoing resolutions hereby are approved, adopted, ratified and confirmed in all respects as the acts and deeds of such Company, as if specifically set out in these resolutions;

RESOLVED FURTHER, that any person dealing with any Responsible Officer of any Company in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such Responsible Officer and by his or her execution of any document, agreement or instrument, the same to be a valid and binding obligation of such Company enforceable in accordance with its terms;

RESOLVED FURTHER, that, to the extent any Company serves as the sole member, general partner or other governing body (collectively, a "Controlling Company"), in each case, of any other company (a "Controlled Company"), each Responsible Officer, any one of whom may act without the joinder of any of the others, be, and each of them hereby is, severally authorized, empowered and directed in the name and on behalf of such Controlling Company (acting for such Controlled Company in the capacity set forth above, as applicable), to take all of the actions on behalf of such Controlled Company that a Responsible Officer is herein duly authorized to take on behalf of such Controlling Company; and

RESOLVED FURTHER, that the Governing Body hereby adopts and incorporates by reference any form of specific resolution to carry into effect the intent and purpose of the foregoing resolutions, or to cover authority included in matters duly authorized in the foregoing resolutions, including forms of resolutions in connection therewith that may be required by any state, other jurisdiction or other institution, person or agency, and a copy thereof shall be inserted in the minute book of each Company following this written consent and certified as duly adopted thereby.

EXHIBIT A

to

FIFTH SUPPLEMENT AND AMENDMENT TO MORTGAGE, DEED OF TRUST,
ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT,
FIXTURE FILING AND FINANCING STATEMENT (FIRST LIEN TERM LOAN)

1.

Mortgage and Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (First Lien) from Fieldwood Energy LLC and GOM Shelf LLC, as Mortgagor, in favor of P.R. Ballard, Trustee, and Citibank, N.A., as Collateral Agent, dated effective September 30, 2013:

<u>Recording Jurisdictions</u>	<u>Dates Recorded</u>	<u>Recording Information</u>
Baldwin County, AL	October 16, 2013	Inst.# 1425124
Mobile County, AL	October 24, 2013	BK:LR7088, Pg. 1201, Inst. # 2013 063204
Cameron Parish, LA	October 4, 2013	MOB File No. 330680
Iberia Parish, LA	October 4, 2013	Mortgages, Book 1575, Pg. 380, File No. 2013-00011319
Jefferson Parish, LA	October 4, 2013	MB Book 4592, Pg. 226, File No. 11349556
Lafourche Parish, LA	October 7, 2013	Mortgage, Book 1636, Pg. 1, Inst.# 1165375
Plaquemines Parish, LA	October 4, 2013	Mortgage, Book 630, Pg. 1, File No. 2013-00004580
St. Bernard Parish, LA	October 4, 2013	Mortgages, Book 1712, Pg. 361, File No. 576502
St. Mary Parish, LA	October 4, 2013	Mortgages, Book 1379, Pg. 484, File No. 321129
Terrebonne Parish, LA	October 4, 2013	Mortgages, Book 2604, Pg. 593, File No. 1438537
Vermilion Parish, LA	October 7, 2013	2013010439-MO
Hancock County, MS	October 8, 2013	Deed of Trust Book 2013, Pgs. 24711-24911
Harrison County, MS (1)	October 4, 2013	Instr.# 2013 10678 T-J1
Harrison County, MS (2)	October 4, 2013	Instr.# 2013 3611 T-J2
Jackson County, MS	October 4, 2013	#201318029, B:22, PG. 2013-403
Aransas County, TX	October 7, 2013	File No. 331848
Brazoria County, TX	October 4, 2013	2013 049 465 DT
Calhoun County, TX	October 4, 2013	Instr.# 136285
Chambers County, TX	October 7, 2013	2013 88657 BK: OR, VOL. 1450, PG. 204
Galveston County, TX	October 8, 2013	2013 063 656
Kenedy County, TX	October 4, 2013	Vol. 59, Pgs. 691-891,

		DOC.# 10631
Kleberg County, TX	October 7, 2013	File# 296600
Matagorda County, TX	October 7, 2013	Instr.# 2013-5568
Nueces County, TX	October 7, 2013	DOC. # 2013 042 874
San Patricio County, TX	October 7, 2013	DT 631845
BOEM	October 30, 2013	See Exhibit A-1

2.

First Supplement to Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (First Lien) from Fieldwood Energy LLC and GOM Shelf LLC, as Mortgagor, in favor of P.R. Ballard, Trustee, and Citibank, N.A., as Collateral Agent, executed and dated effective November 15, 2013:

<u>Recording Jurisdictions</u>	<u>Dates Recorded</u>	<u>Recording Information</u>
Calhoun County, TX	December 4, 2013	Instrument No. 137045
Cameron Parish, LA	December 4, 2013	COB File No. 331293
Iberia Parish, LA	December 4, 2013	Mortgage Book 1586, Page 95, File No. 2013-00013433
Lafourche Parish, LA	December 5, 2013	Mortgage Book 1645, Page 446, Instrument No. 1168659
Plaquemines Parish, LA	December 4, 2013	Mortgage Book 634, Page 503, File No. 2013-00005396
St. Mary Parish, LA	December 4, 2013	Mortgage Book 1386, Page 707, File No. 322048
Terrebonne Parish, LA	December 4, 2013	Mortgage Book 2618, Page 568, File No. 1442742
Vermilion Parish, LA	December 4, 2013	File No. 2013012337-MO
BOEM	December 11, 2013	OCS 00081, OCS-G 02110, OCS-G 03088, OCS-G 04800, OCS-G 05000, OCS-G 05504, OCS-G 06043, OCS-G 10942, OCS-G 23851, OCS-G 28351, OCS-G 31418

3.

Second Supplement to Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (First Lien) from Fieldwood

Energy LLC and GOM Shelf LLC, as Mortgagor, in favor of P.R. Ballard, Trustee, and Citibank, N.A., as Collateral Agent, executed and dated effective March 12, 2014:

<u>Recording Jurisdictions</u>	<u>Dates Recorded</u>	<u>Recording Information</u>
Cameron Parish, LA	March 19, 2014	File #332230
BOEM	March 19, 2014	OCS-G 02063

4.

Third Supplement to Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (First Lien) dated effective as of August 16, 2016 from Fieldwood Energy LLC, GOM Shelf LLC (together the “**Original Mortgagor**”), Fieldwood Energy Offshore LLC, Bandon Oil and Gas, LP, and Dynamic Offshore Resources NS, LLC (collectively, the “**Additional Mortgagor**”; the Additional Mortgagor collectively with Original Mortgagor, the “**Mortgagor**”) to P. R. Ballard, Trustee for the benefit of Citibank, N.A., as Collateral Agent and to the Collateral Agent (the “**Mortgagee**”).

<u>Recording Jurisdiction</u>	<u>Date Recorded</u>	<u>Recording Information</u>
Cameron Parish, LA	September 1, 2016	File No. 339364
Iberia Parish, LA	August 31, 2016	File No. 2016-00008461, Book 1720, Page 601
Jefferson Parish, LA	August 31, 2016	File No. 11640023, MB 4704, Page 585
Lafourche Parish, LA	August 31, 2016	Instrument #1225594, Book 1800, Page 209
Plaquemines Parish, LA	August 31, 2016	File #2016-00003580, Book 693, Page 84
St. Mary Parish, LA	August 31, 2016	File No. 336264, Book 1483, Page 1
Terrebonne Parish, LA	August 31, 2016	File No. 1515284, Book 2856, Page 244
Vermilion Parish, LA	September 1, 2016	MO #2016008221
Aransas County, TX	September 6, 2016	File No. 0000350184
Brazoria County, TX	September 8, 2016	Instrument No. 2016043787
Matagorda County, TX	September 1, 2016	Instrument #2016-4774
BOEM	September 6, 2016*	OCS 00020, OCS 00127, OCS 00128, OCS 00129, OCS 00130, OCS 00132, OCS 00133, OCS 00134, OCS 00174, OCS 00180, OCS 00181, OCS 00182,

		OCS 00820, OCS 00838, OCS 00839, OCS-G 01497, OCS-G 01498, OCS-G 01757, OCS-G 02311, OCS-G 02600, OCS-G 09524, OCS-G 10687, OCS-G 13645, OCS-G 13943, OCS-G 13944, OCS-G 14456 and OCS-G 19843
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Date of requested placement in referenced file(s).

5.

Fourth Supplement to Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (First Lien) dated effective as of July 9, 2018 from Fieldwood Energy LLC, GOM Shelf LLC, Fieldwood Energy Offshore LLC, Bandon Oil and Gas, LP, and Dynamic Offshore Resources NS, LLC to Peter Graf, Trustee for the benefit of Cantor Fitzgerald Securities, as Substitute Collateral Agent and to the Substitute Collateral Agent (the “Mortgage”).

<u>Recording Jurisdiction</u>	<u>Date Recorded</u>	<u>Recording Information</u>
Baldwin County, AL	July 12, 2018	File No. 1707455
Mobile County, AL	July 12, 2018	File No. 2018040026, Book: LR 7658, Page 144
Cameron Parish, LA	July 13, 2018	File No. 343621
Iberia Parish, LA	July 13, 2018	File No. 2018-00006441, Book 1817, Page 586
Jefferson Parish, LA	July 12, 2018	File No., 11834920 MB 4787, Page 429
Lafourche Parish, LA	July 13, 2018	Instrument # 1261941, Book 1910, Page 203;
Plaquemines Parish, LA	July 13, 2018	File # 2018-00002566, Book 732, Page 180
St. Bernard Parish, LA	July 13, 2018	File No. 618095, Book 1874, Page 798
St. Mary Parish, LA	July 13, 2018	File No. 344665 Book 1542, Page 224
Terrebonne Parish, LA	July 16, 2018	File # 1562552, Book 3012, Page 583
Vermilion Parish, LA	July 17, 2018	MO # 2018005529

Hancock County, MS	July 19, 2018	Deed of Trust, Book 2018, Page 15125
Harrison County, MS (1)	July 16, 2018	Instrument #2018-6036-T-J1
Harrison County, MS (2)	July 24, 2018	Instrument #2018-2163-T-J2
Jackson, County, MS	July 13, 2018	#201813274, Book: 26, Pages: 145-188
Aransas County, TX	July 18, 2018	File No. 0000362681
Brazoria County, TX	July 16, 2018	Instrument No. 2018035765
Calhoun County, TX	July 16, 2018	File No. 2018-02369
Chambers County, TX	July 13, 2018	File No. 2018-133860
Galveston County, TX	July 16, 2018	Document No. 2018042270
Jefferson County, TX	July 23, 2018, correction instrument filed on September 25, 2018	File No. 2018025942 and File No. 2018033972 (Correction Instrument for it)
Kenedy County, TX	July 18, 2018	Volume 71, Pages 154-197
Kleberg County, TX	July 18, 2018	No. 315284
Matagorda County, TX	July 17, 2018	Instrument No. 2018-4276
Nueces County, TX	July 16, 2018	File No. 2018030534
San Patricio County, TX	July 18, 2018	679508 DT
BOEM	July 16, 2018*	See Exhibit A-1

* Date of requested placement in referenced file(s).

EXHIBIT A-1

to

**FIFTH SUPPLEMENT AND AMENDMENT TO MORTGAGE, DEED OF TRUST,
ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT,
FIXTURE FILING AND FINANCING STATEMENT (FIRST LIEN TERM LOAN)**

1.	OCS 00020
2.	OCS 00049
3.	OCS 00050
4.	OCS 00051
5.	OCS 00052
6.	OCS 00071
7.	OCS 00082
8.	OCS 00126
9.	OCS 00127
10.	OCS 00128
11.	OCS 00129
12.	OCS 00130
13.	OCS 00131
14.	OCS 00132
15.	OCS 00133
16.	OCS 00134
17.	OCS 00174
18.	OCS 00175
19.	OCS 00176
20.	OCS 00177
21.	OCS 00179
22.	OCS 00180
23.	OCS 00181
24.	OCS 00182
25.	OCS 00244
26.	OCS 00247
27.	OCS 00310
28.	OCS 00333
29.	OCS 00334
30.	OCS 00335
31.	OCS 00419
32.	OCS 00420
33.	OCS 00423
34.	OCS 00438
35.	OCS 00453
36.	OCS 00479
37.	OCS 00577
38.	OCS 00593
39.	OCS 00594
40.	OCS 00680
41.	OCS 00775
42.	OCS 00786
43.	OCS 00792

44.	OCS 00802
45.	OCS 00809
46.	OCS 00810
47.	OCS 00811
48.	OCS 00812
49.	OCS 00813
50.	OCS 00820
51.	OCS 00838
52.	OCS 00839
53.	OCS 00840
54.	OCS 00841
55.	OCS 00842
56.	OCS-G 00972
57.	OCS-G 00978
58.	OCS-G 01030
59.	OCS-G 01038
60.	OCS-G 01039
61.	OCS-G 01083
62.	OCS-G 01085
63.	OCS-G 01089
64.	OCS-G 01106
65.	OCS-G 01181
66.	OCS-G 01182
67.	OCS-G 01192
68.	OCS-G 01194
69.	OCS-G 01198
70.	OCS-G 01208
71.	OCS-G 01220
72.	OCS-G 01248
73.	OCS-G 01294
74.	OCS-G 01317
75.	OCS-G 01440
76.	OCS-G 01497
77.	OCS-G 01498
78.	OCS-G 01520
79.	OCS-G 01522
80.	OCS-G 01523
81.	OCS-G 01524
82.	OCS-G 01609
83.	OCS-G 01610
84.	OCS-G 01611
85.	OCS-G 01614
86.	OCS-G 01618

87.	OCS-G 01666
88.	OCS-G 01673
89.	OCS-G 01757
90.	OCS-G 01848
91.	OCS-G 01860
92.	OCS-G 01880
93.	OCS-G 01901
94.	OCS-G 01955
95.	OCS-G 01958
96.	OCS-G 01960
97.	OCS-G 01966
98.	OCS-G 01967
99.	OCS-G 02062
100.	OCS-G 02112
101.	OCS-G 02115
102.	OCS-G 02161
103.	OCS-G 02193
104.	OCS-G 02213
105.	OCS-G 02274
106.	OCS-G 02278
107.	OCS-G 02311
108.	OCS-G 02317
109.	OCS-G 02319
110.	OCS-G 02324
111.	OCS-G 02353
112.	OCS-G 02354
113.	OCS-G 02393
114.	OCS-G 02580
115.	OCS-G 02587
116.	OCS-G 02588
117.	OCS-G 02589
118.	OCS-G 02592
119.	OCS-G 02600
120.	OCS-G 02601
121.	OCS-G 02665
122.	OCS-G 02719
123.	OCS-G 02721
124.	OCS-G 02722
125.	OCS-G 02750
126.	OCS-G 02754
127.	OCS-G 02757
128.	OCS-G 02825
129.	OCS-G 02826

130.	OCS-G 02883
131.	OCS-G 02895
132.	OCS-G 02912
133.	OCS-G 02917
134.	OCS-G 02919
135.	OCS-G 02923
136.	OCS-G 02924
137.	OCS-G 02925
138.	OCS-G 02968
139.	OCS-G 03152
140.	OCS-G 03171
141.	OCS-G 03194
142.	OCS-G 03197
143.	OCS-G 03228
144.	OCS-G 03236
145.	OCS-G 03237
146.	OCS-G 03328
147.	OCS-G 03332
148.	OCS-G 03339
149.	OCS-G 03587
150.	OCS-G 03776
151.	OCS-G 03782
152.	OCS-G 03783
153.	OCS-G 03959
154.	OCS-G 03998
155.	OCS-G 04000
156.	OCS-G 04126
157.	OCS-G 04232
158.	OCS-G 04234
159.	OCS-G 04253
160.	OCS-G 04421
161.	OCS-G 04437
162.	OCS-G 04481
163.	OCS-G 04486
164.	OCS-G 04809
165.	OCS-G 04818
166.	OCS-G 04909
167.	OCS-G 04921
168.	OCS-G 05000
169.	OCS-G 05040
170.	OCS-G 05052
171.	OCS-G 05169
172.	OCS-G 05431
173.	OCS-G 05502
174.	OCS-G 05503
175.	OCS-G 05504
176.	OCS-G 05550
177.	OCS-G 05551
178.	OCS-G 05612
179.	OCS-G 05646
180.	OCS-G 05800

181.	OCS-G 06043
182.	OCS-G 06069
183.	OCS-G 07746
184.	OCS-G 07780
185.	OCS-G 07799
186.	OCS-G 07827
187.	OCS-G 07828
188.	OCS-G 07890
189.	OCS-G 07898
190.	OCS-G 08461
191.	OCS-G 08467
192.	OCS-G 08680
193.	OCS-G 08760
194.	OCS-G 09514
195.	OCS-G 09522
196.	OCS-G 09524
197.	OCS-G 09614
198.	OCS-G 09627
199.	OCS-G 09777
200.	OCS-G 10638
201.	OCS-G 10687
202.	OCS-G 10736
203.	OCS-G 10752
204.	OCS-G 10775
205.	OCS-G 10780
206.	OCS-G 10794
207.	OCS-G 10883
208.	OCS-G 10910
209.	OCS-G 10930
210.	OCS-G 10933
211.	OCS-G 11984
212.	OCS-G 12027
213.	OCS-G 12349
214.	OCS-G 12355
215.	OCS-G 12358
216.	OCS-G 12360
217.	OCS-G 12940
218.	OCS-G 12941
219.	OCS-G 12981
220.	OCS-G 13055
221.	OCS-G 13563
222.	OCS-G 13576
223.	OCS-G 13622
224.	OCS-G 13645
225.	OCS-G 13821
226.	OCS-G 13917
227.	OCS-G 13938
228.	OCS-G 13943
229.	OCS-G 13944
230.	OCS-G 14456
231.	OCS-G 14482

232.	OCS-G 14535
233.	OCS-G 15050
234.	OCS-G 15212
235.	OCS-G 15263
236.	OCS-G 15282
237.	OCS-G 15288
238.	OCS-G 15312
239.	OCS-G 15395
240.	OCS-G 15441
241.	OCS-G 15445
242.	OCS-G 16455
243.	OCS-G 16520
244.	OCS-G 17199
245.	OCS-G 17912
246.	OCS-G 17921
247.	OCS-G 17938
248.	OCS-G 18192
249.	OCS-G 19843
250.	OCS-G 20660
251.	OCS-G 21096
252.	OCS-G 21618
253.	OCS-G 21647
254.	OCS-G 21685
255.	OCS-G 21742
256.	OCS-G 21817
257.	OCS-G 22679
258.	OCS-G 22762
259.	OCS-G 23735
260.	OCS-G 23736
261.	OCS-G 23851
262.	OCS-G 24730
263.	OCS-G 24912
264.	OCS-G 24956
265.	OCS-G 24987
266.	OCS-G 25524
267.	OCS-G 25605
268.	OCS-G 26074
269.	OCS-G 26176
270.	OCS-G 27278
271.	OCS-G 28022
272.	OCS-G 28030
273.	OCS-G 31470
274.	OCS-G 32264
275.	OCS-G 32265
276.	OCS-G 32267
277.	OCS-G 32268
278.	OCS-G 33646
279.	OCS-G 33690
280.	OCS-G 33757
281.	OCS-G 34536

EXHIBIT B

to

FIFTH SUPPLEMENT AND AMENDMENT TO MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (FIRST LIEN TERM LOAN)

That certain Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective May 1, 1990, executed by the United States of America, as Lessor, to Marathon Oil Company, as Lessee, bearing Lease No. OCS-G 12209, covering all of Block 200, Green Canyon, OCS Official Protraction Diagram, NG 15-3, containing approximately 5,760 acres.

Unit Name: Green Canyon 244 Unit

Unit Number: 754393016

Wells:

#TA002 ST2 API No. 60-811-40217-02

#TA003 ST1 API No. 60-811-40218-01

#TA009 ST1 BP1 API No. 60-811-40716-03

That certain Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective August 1, 2012, executed by the United States of America, as Lessor, to Wild Well Control, Inc. and Dynamic Offshore Resources, LLC, as Lessee, bearing Lease No. OCS-G 34539, covering all of Block 64, Green Canyon, OCS Official Protraction Diagram, NG 15-3, containing approximately 5,760 acres.

Wells: #A026 BP1 API No. 60-811-40631-01

That certain Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective July 1, 1983, executed by the United States of America, as Lessor, to Shell Offshore Inc., as Lessee, bearing Lease No. OCS-G 5889, covering all of Block 65, Green Canyon, OCS Official Protraction Diagram, NG 15-3, containing approximately 5,760 acres.

Unit Name: Green Canyon 65 Unit

Unit Number: 754399006

Wells:

#A024 API No. 60-811-40619-00

#A038 ST1 API No. 60-811-40155-01

#A044 ST1 API No. 60-811-40177-01

#A059 API No. 60-811-40159-00

#A060 API No. 60-811-40153-00

That certain Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective July 1, 1994, executed by the United States of America, as Lessor, to Shell

Offshore Inc., as Lessee, bearing Lease No. OCS-G 14668, covering all of Block 108, Green Canyon, OCS Official Protraction Diagram, NG 15-3, containing approximately 5,760 acres.

Unit Name: Green Canyon 65 Unit
Unit Number: 754399006
Wells: #A017 BP2 API No. 60-811-40452-02

That certain Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective July 1, 1983, executed by the United States of America, as Lessor, to Shell Offshore Inc., as Lessee, bearing Lease No. OCS-G 5900, covering all of Block 109, Green Canyon, OCS Official Protraction Diagram, NG 15-3, containing approximately 5,760 acres.

Unit Name: Green Canyon 65 Unit
Unit Number: 754399006
Wells:
#A010 API No. 60-811-40173-00
#A032 ST2 BP1 API No. 60-811-40123-03
#A037 API No. 60-811-40152-00

That certain Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective October 1, 1983, executed by the United States of America, as Lessor, to Sohio Petroleum Company, as Lessee, bearing Lease No. OCS-G 6280, covering all of Block 165, East Breaks, OCS Official Protraction Diagram, NG 15-1, containing approximately 5,760 acres.

Unit Name: East Breaks 165 Unit
Unit Number: 754388012
Wells:
#A001 API No. 60-804-40108-00
#A002 API No. 60-804-40109-00
#A004 API No. 60-804-40112-00
#A005 API No. 60-804-40113-00
#A011 API No. 60-804-40123-00
#A012 API No. 60-804-40122-00
#A025 API No. 60-804-40139-00
#A029 ST1 API No. 60-804-40144-01

That certain Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective June 1, 1962, executed by the United States of America, as Lessor, to California Oil Company, as Lessee, bearing Lease No. OCS-G 1192, covering all of Block 41, South Marsh Island Area, OCS Official Leasing Map La. No. 3A, Outer Continental Shelf Leasing Map, Louisiana Offshore Operations, containing approximately 5,000 acres.

Wells:
#B003 API No. 17-707-40853-00

#B004 API No. 17-707-40854-00
#B005 API No. 17-707-40857-00