

April 16, 2020

VIA ELECTRONIC MAIL: [boemadjudication@boem.gov](mailto: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 16 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. **SECOND SUPPLEMENT AND AMENDMENT TO MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (SECOND 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 Joe Steinberg, Trustee, and to Cortland Capital Market Services, as 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](mailto:vbravo@fwellc.com). Thank you for your assistance in this matter.

Very truly yours,

Viviana Bravo  
Paralegal

enclosures

Execution Copy

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(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

SECOND SUPPLEMENT AND AMENDMENT TO MORTGAGE, DEED OF TRUST,  
ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT,  
FIXTURE FILING, AND FINANCING STATEMENT  
(Second 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) 630-8914

AND

GOM SHELF LLC  
(Organizational ID: 3250958)

Address: 2000 W. Sam Houston Pkwy. S.  
Suite 1200  
Houston, TX 77042  
Telephone No.: (713) 630-8914

AND

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

JOE STEINBERG, TRUSTEE

Address: Holland & Knight LLP  
200 Crescent Court  
Suite 1600  
Dallas, TX 75201  
Telephone No.: (214) 964-9500

AND TO

CORTLAND CAPITAL MARKET SERVICES LLC,

as Collateral Agent

Address: 225 W. Washington Street  
9<sup>th</sup> Floor  
Chicago, IL 60606  
Telephone No.: (312) 564-5100

**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 SECOND SUPPLEMENT AND AMENDMENT TO MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING, AND FINANCING STATEMENT (SECOND 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"), 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, GOM, Fieldwood Offshore, and Bandon, the "Mortgagor", (i) in favor of Joe Steinberg, as Trustee for the benefit of CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as Collateral Agent (as defined in the Loan Agreement), 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 all Additional Mortgaged Properties (as hereinafter defined) and with respect to all Additional UCC Collateral (as hereinafter defined).

### RECITALS

A. Mortgagor executed that certain Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (FLLO) dated as of August 16, 2016 in favor of Trustee and Mortgagee for the benefit of the Lenders (the "Mortgage").

B. Mortgagor executed that certain First Supplement and Amendment to Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of July 9, 2018 in favor of Trustee and Mortgagee for the benefit of the Lenders (the "First Supplement"; the Mortgage as amended and supplemented by the First Supplement, the "Original Mortgage").

C. The Original Mortgage was duly recorded, inter alia, as set forth in Exhibit A.

D. 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 Second Lien Term Loan Agreement. Any capitalized term not defined in any of this Supplement, the Original Mortgage, or the Second 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 and 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 Fixture” 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 Amendment Property as defined in the Original Mortgage.

## 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 hereby; 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 hereby:

(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 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 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 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 hereby, to the Mortgagee, for its benefit and the benefit of the 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 date of this Supplement, any reference in the Original Mortgage as amended by this Supplement to the following terms shall have the meaning 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 Second 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 amended and supplemented hereby and as the same may from time to time be further amended or supplemented.

(j) “Mortgaged Property” shall mean and include Mortgaged Property as defined in the Original Mortgage, 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 Original 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 Additional 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.

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: Cortland Capital Market Services LLC  
as Collateral Agent

Address of Secured Party: 225 W. Washington St., 9<sup>th</sup> Floor  
Chicago, IL 60606

With copy to:

Holland & Knight LLP  
131 S. Dearborn St., 30<sup>th</sup> Floor  
Chicago, IL 60603

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. 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.

4.12. 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.

4.13. 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 Board of Directors 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<sup>th</sup> 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

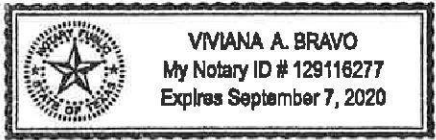
FIELDWOOD ENERGY LLC

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

[Signature]  
\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name: Viviana A. Bravo  
Notary Number: 129116277



STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

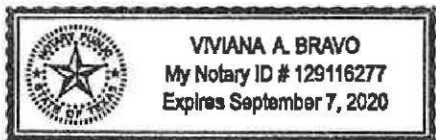
**TEXAS**           This instrument was acknowledged before me on this 13<sup>th</sup> day of April, 2020, by John H. Smith, Senior Vice President – Land & Business Development of FIELDWOOD ENERGY LLC, a Delaware limited liability company, Vice President of GOM SHELF LLC, a Delaware limited liability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

**MISSISSIPPI**   Personally appeared before me, the undersigned authority in and for said county and state, on this 13<sup>th</sup> 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, Vice President of GOM SHELF, LLC, a Delaware limited liability company, Vice President of FIELDWOOD ENERGY OFFSHORE LLC, a Delaware limited liability company, Vice President of BANDON OIL AND GAS, LP, a Delaware limited partnership, Vice President of 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.

**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, Vice President of GOM SHELF, LLC, a Delaware limited liability company, Vice President of FIELDWOOD ENERGY OFFSHORE LLC, a Delaware limited liability company, Vice President of BANDON OIL AND GAS, LP, a Delaware limited partnership, Vice President of 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.

Given under my hand this 13<sup>th</sup> 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.



*Viviana A. Bravo*

NOTARY PUBLIC, State of Texas

My commission expires: Sept. 7, 2020

Printed Name: Viviana A. Bravo

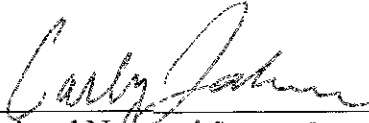
[SEAL]

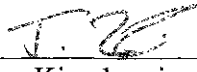
STATE OF ILLINOIS       §  
  §  
COUNTY OF COOK       §

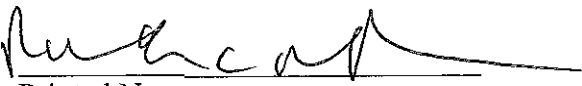
THUS DONE AND PASSED this 15th day of April, 2020 to be effective for all purposes as of the Effective Date, in my presence and in the presence of the undersigned competent witnesses who hereunto sign their names with Mortgagee and me, Notary, after reading of the whole.

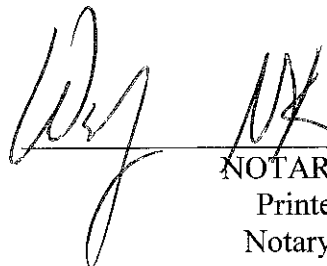
WITNESSES

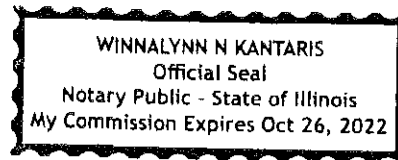
CORTLAND CAPITAL MARKET SERVICES LLC

  
Printed Name: Carly Johnson

By:   
Name: Jon Kirschmeier  
Title: Associate Counsel

  
Printed Name: ROBERT NACU

  
NOTARY PUBLIC  
Printed Name: Winnalynn N. Kantaris  
Notary Number: 884501



STATE OF ILLINOIS       §  
  §  
COUNTY OF COOK       §

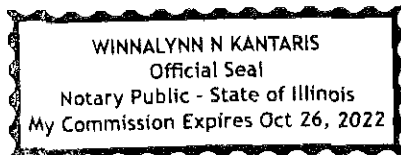
**TEXAS**       This instrument was acknowledged before me on this 15th day of April, 2020, by Jon Kirschmeier, Associate Counsel of CORTLAND CAPITAL MARKET SERVICES LLC, a Delaware limited liability company, in its capacity as Mortgagee under said instrument, on behalf of said entity.

**ALABAMA**    I, a Notary Public, in and for said County in said State, hereby certify that Jon Kirschmeier, whose name as Associate Counsel of CORTLAND CAPITAL MARKET SERVICES LLC, a Delaware 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 company.

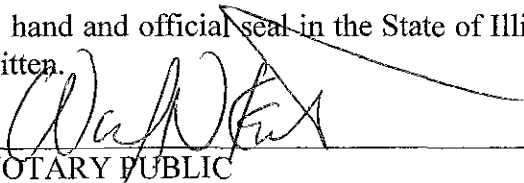
**MISSISSIPPI** Personally appeared before me, the undersigned authority in and for said county and state, on this 15th day of April, 2020, within my jurisdiction, the within named Jon Kirschmeier, who acknowledged that he is Associate Counsel of CORTLAND CAPITAL MARKET SERVICES LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as their act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand this 15th day of April, 2020.

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



[SEAL]

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 10/26/2022

Printed Name: Winnalynn N Kantaris

**ANNEX I**

to

**SECOND SUPPLEMENT AND AMENDMENT TO MORTGAGE, DEED OF TRUST, ASSIGNMENT  
OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT, FIXTURE FILING AND  
FINANCING STATEMENT (SLTL)**

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

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

1.

Mortgage and Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (FLLO) from Fieldwood Energy LLC, GOM Shelf LLC, Fieldwood Energy Offshore LLC, Bandon Oil and Gas, LP, and Dynamic Offshore Resources NS, LLC, as Mortgagor, in favor of Joe Steinberg, Trustee, and Cortland Capital Market Services LLC, as Collateral Agent, dated effective August 16, 2016.

<b><u>Recording Jurisdiction</u></b>	<b><u>Date Recorded</u></b>	<b><u>Recording Information</u></b>
Baldwin County, AL	September 22, 2016	#1594414
Mobile County, AL	September 29, 2016	#2016054309, Book LR7430, Page 971 Document Type: M
Cameron Parish, LA	September 1, 2016	File No. 339366
Iberia Parish, LA	August 31, 2016	File No. 2016-00008463, Book 1720, Page 700
Jefferson Parish, LA	August 31, 2016	File No. 11640025, MB 4704, Page 587
Lafourche Parish, LA	August 31, 2016	Instrument #1225596, Book 1800, Page 308
Plaquemines Parish, LA	August 31, 2016	File #2016-0003582, Book 693, Page 183
St. Bernard Parish, LA	August 31, 2016	File No. 603679, Book 1812, Page 1
St. Mary Parish, LA	August 31, 2016	File No. 336266, Book 1483, Page 100
Terrebonne Parish, LA	August 31, 2016	File #1515286, Book 2856, Page 343
Vermilion Parish, LA	September 1, 2016	MO #2016008223
Hancock County, MS	September 21, 2016	Deed of Trust Book 2016, Pages 20415-20450
Harrison County, MS (1)	October 17, 2016	Instrument 2016 8902 T-J1
Harrison County, MS (2)	September 22, 2016	Instrument 2016 2856 T-J2
Jackson County, MS	September 21, 2016	#201614408, Book 25, Pages 221-256
Aransas County, TX	September 6, 2016	File No. 00003350186
Brazoria County, TX	September 8, 2016	Instrument No. 2016043789
Calhoun County, TX	September 1, 2016	Instrument #149035
Chambers County, TX	September 2, 2016	No. 2016-115486,



		Book OR, Volume 1678, Page 372
Galveston County, TX	September 1, 2016	Instrument #2016053602
Jefferson County, TX	September 1, 2016	Instrument #2016027708
Kenedy County, TX	September 2, 2016	Doc. #00011210, Volume 67, Pages 552-587
Kleberg County, TX	September 2, 2016	File # 307572, Volume 560, Page 476
Matagorda County, TX	September 1, 2016	Instrument #2016-4776
Nueces County, TX	September 6, 2016	Doc. #2016037387
San Patricio County, TX	September 2, 2016	File No. 659779 DT
BOEM	September 7, 2016*	See Exhibit A-1

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

2. First Supplement and Amendment and Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (FLLO) from Fieldwood Energy LLC, GOM Shelf LLC, Fieldwood Energy Offshore LLC, Bandon Oil and Gas, LP, and Dynamic Offshore Resources NS, LLC, as Mortgagor, in favor of Joe Steinberg, Trustee, and Cortland Capital Market Services LLC, as Collateral Agent, dated effective July 9, 2018

<b><u>Recording Jurisdiction</u></b>	<b><u>Date Recorded</u></b>	<b><u>Recording Information</u></b>
Baldwin County, AL	July 12, 2018	File No. 1707456
Mobile County, AL	July 12, 2018	File No. 2018040027, Book: LR 7658, Page 262
Cameron Parish, LA	July 13, 2018	File No. 343622
Iberia Parish, LA	July 13, 2018	File No. 2018-00006442, Book 1817, Page 631
Jefferson Parish, LA	July 12, 2018	File No. 11834921, MB 4787, Page 430
Lafourche Parish, LA	July 13, 2018	Instrument # 1261942, Book 1910, Page 246
Plaquemines Parish, LA	July 13, 2018	File #2018-00002567, Book 732, Page 225
St. Bernard Parish, LA	July 13, 2018	File No. 618096, Book 1874, Page 843
St. Mary Parish, LA	July 13, 2018	File No. 344666, Book 1542, Page 269
Terrebonne Parish, LA	July 16, 2018	File #1562553, Book 3012, Page 628
Vermilion Parish, LA	July 17, 2018	MO #2018005530
Hancock County, MS	July 19, 2018	Deed of Trust, Book 2018, Page 15169

Harrison County, MS (1)	July 16, 2018	Instrument #2018-6040-T-J1
Harrison County, MS (2)	July 24, 2018	Instrument #2018-2164-T-J2
Jackson, County, MS	July 13, 2018	#201813275, Book: 26, Pages: 189-226
Aransas County, TX	July 18, 2018	File No. 0000362682
Brazoria County, TX	July 16, 2018	Instrument No. 2018035766
Calhoun County, TX	July 16, 2018	File No. 2018-02370
Chambers County, TX	July 13, 2018	File No. 2018-133861
Galveston County, TX	July 16, 2018	Document No. 2018042271
Jefferson County, TX	July 23, 2018	File No. 2018025943
Kenedy County, TX	July 18, 2018	Volume 71, Pages 198-235
Kleberg County, TX	July 18, 2018	No. 315285
Matagorda County, TX	July 17, 2018	Instrument No. 2018-4277
Nueces County, TX	July 16, 2018	File No. 2018030535
San Patricio County, TX	July 18, 2018	679509 DT
BOEM	July 16, 2018*	See Attachment A-1

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

**EXHIBIT A-1**

to

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

1.	OCS 00020
2.	OCS 00049
3.	OCS 00050
4.	OCS 00051
5.	OCS 00052
6.	OCS 00071
7.	OCS 00081
8.	OCS 00082
9.	OCS 00126
10.	OCS 00127
11.	OCS 00128
12.	OCS 00129
13.	OCS 00130
14.	OCS 00131
15.	OCS 00132
16.	OCS 00133
17.	OCS 00134
18.	OCS 00174
19.	OCS 00175
20.	OCS 00176
21.	OCS 00177
22.	OCS 00179
23.	OCS 00180
24.	OCS 00181
25.	OCS 00182
26.	OCS 00244
27.	OCS 00247
28.	OCS 00310
29.	OCS 00333
30.	OCS 00334
31.	OCS 00335
32.	OCS 00419
33.	OCS 00420
34.	OCS 00423
35.	OCS 00438
36.	OCS 00453
37.	OCS 00479
38.	OCS 00577
39.	OCS 00593
40.	OCS 00594
41.	OCS 00680
42.	OCS 00775
43.	OCS 00786
44.	OCS 00792
45.	OCS 00802
46.	OCS 00809
47.	OCS 00810
48.	OCS 00811

49.	OCS 00812
50.	OCS 00813
51.	OCS 00820
52.	OCS 00838
53.	OCS 00839
54.	OCS 00840
55.	OCS 00841
56.	OCS 00842
57.	OCS-G 00972
58.	OCS-G 00978
59.	OCS-G 01030
60.	OCS-G 01038
61.	OCS-G 01039
62.	OCS-G 01083
63.	OCS-G 01085
64.	OCS-G 01089
65.	OCS-G 01106
66.	OCS-G 01181
67.	OCS-G 01182
68.	OCS-G 01192
69.	OCS-G 01194
70.	OCS-G 01198
71.	OCS-G 01208
72.	OCS-G 01220
73.	OCS-G 01248
74.	OCS-G 01294
75.	OCS-G 01317
76.	OCS-G 01440
77.	OCS-G 01497
78.	OCS-G 01498
79.	OCS-G 01520
80.	OCS-G 01522
81.	OCS-G 01523
82.	OCS-G 01524
83.	OCS-G 01609
84.	OCS-G 01610
85.	OCS-G 01611
86.	OCS-G 01614
87.	OCS-G 01618
88.	OCS-G 01666
89.	OCS-G 01673
90.	OCS-G 01757
91.	OCS-G 01848
92.	OCS-G 01860
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 02063
101.	OCS-G 02110
102.	OCS-G 02112
103.	OCS-G 02115
104.	OCS-G 02161
105.	OCS-G 02193
106.	OCS-G 02213
107.	OCS-G 02274
108.	OCS-G 02278
109.	OCS-G 02311
110.	OCS-G 02317
111.	OCS-G 02319
112.	OCS-G 02324
113.	OCS-G 02353
114.	OCS-G 02354
115.	OCS-G 02393
116.	OCS-G 02580
117.	OCS-G 02587
118.	OCS-G 02588
119.	OCS-G 02589
120.	OCS-G 02592
121.	OCS-G 02600
122.	OCS-G 02601
123.	OCS-G 02665
124.	OCS-G 02719
125.	OCS-G 02721
126.	OCS-G 02722
127.	OCS-G 02750
128.	OCS-G 02754
129.	OCS-G 02757
130.	OCS-G 02825
131.	OCS-G 02826
132.	OCS-G 02883
133.	OCS-G 02895
134.	OCS-G 02912
135.	OCS-G 02917
136.	OCS-G 02919
137.	OCS-G 02923
138.	OCS-G 02924
139.	OCS-G 02925
140.	OCS-G 02968
141.	OCS-G 03088
142.	OCS-G 03152
143.	OCS-G 03171
144.	OCS-G 03194

145.	OCS-G 03197
146.	OCS-G 03228
147.	OCS-G 03236
148.	OCS-G 03237
149.	OCS-G 03328
150.	OCS-G 03332
151.	OCS-G 03339
152.	OCS-G 03587
153.	OCS-G 03776
154.	OCS-G 03782
155.	OCS-G 03783
156.	OCS-G 03959
157.	OCS-G 03998
158.	OCS-G 04000
159.	OCS-G 04126
160.	OCS-G 04232
161.	OCS-G 04234
162.	OCS-G 04253
163.	OCS-G 04421
164.	OCS-G 04437
165.	OCS-G 04481
166.	OCS-G 04486
167.	OCS-G 04800
168.	OCS-G 04809
169.	OCS-G 04818
170.	OCS-G 04909
171.	OCS-G 04921
172.	OCS-G 05000
173.	OCS-G 05040
174.	OCS-G 05052
175.	OCS-G 05169
176.	OCS-G 05431
177.	OCS-G 05502
178.	OCS-G 05503
179.	OCS-G 05504
180.	OCS-G 05550
181.	OCS-G 05551
182.	OCS-G 05612
183.	OCS-G 05646
184.	OCS-G 05800
185.	OCS-G 06043
186.	OCS-G 06069
187.	OCS-G 07746
188.	OCS-G 07780
189.	OCS-G 07799
190.	OCS-G 07827
191.	OCS-G 07828
192.	OCS-G 07890
193.	OCS-G 07898
194.	OCS-G 08461
195.	OCS-G 08467
196.	OCS-G 08680
197.	OCS-G 08760
198.	OCS-G 09514
199.	OCS-G 09522
200.	OCS-G 09524

201.	OCS-G 09614
202.	OCS-G 09627
203.	OCS-G 09777
204.	OCS-G 10638
205.	OCS-G 10687
206.	OCS-G 10736
207.	OCS-G 10752
208.	OCS-G 10775
209.	OCS-G 10780
210.	OCS-G 10794
211.	OCS-G 10883
212.	OCS-G 10910
213.	OCS-G 10930
214.	OCS-G 10933
215.	OCS-G 10942
216.	OCS-G 11984
217.	OCS-G 12027
218.	OCS-G 12349
219.	OCS-G 12355
220.	OCS-G 12358
221.	OCS-G 12360
222.	OCS-G 12940
223.	OCS-G 12941
224.	OCS-G 12981
225.	OCS-G 13055
226.	OCS-G 13563
227.	OCS-G 13576
228.	OCS-G 13622
229.	OCS-G 13645
230.	OCS-G 13821
231.	OCS-G 13917
232.	OCS-G 13938
233.	OCS-G 13943
234.	OCS-G 13944
235.	OCS-G 14456
236.	OCS-G 14482
237.	OCS-G 14535
238.	OCS-G 15050
239.	OCS-G 15212
240.	OCS-G 15263
241.	OCS-G 15282
242.	OCS-G 15288
243.	OCS-G 15312
244.	OCS-G 15395
245.	OCS-G 15441
246.	OCS-G 15445
247.	OCS-G 16455
248.	OCS-G 16520
249.	OCS-G 17199
250.	OCS-G 17912
251.	OCS-G 17921
252.	OCS-G 17938
253.	OCS-G 18192
254.	OCS-G 19843
255.	OCS-G 20660
256.	OCS-G 21096

257.	OCS-G 21618
258.	OCS-G 21647
259.	OCS-G 21685
260.	OCS-G 21742
261.	OCS-G 21817
262.	OCS-G 22679
263.	OCS-G 22762
264.	OCS-G 23735
265.	OCS-G 23736
266.	OCS-G 23851
267.	OCS-G 24730
268.	OCS-G 24912
269.	OCS-G 24956
270.	OCS-G 24987
271.	OCS-G 25524
272.	OCS-G 25605
273.	OCS-G 26074
274.	OCS-G 26176
275.	OCS-G 27278
276.	OCS-G 28022
277.	OCS-G 28030
278.	OCS-G 28351
279.	OCS-G 31418
280.	OCS-G 31470
281.	OCS-G 32264
282.	OCS-G 32265
283.	OCS-G 32267
284.	OCS-G 32268
285.	OCS-G 33646
286.	OCS-G 33690
287.	OCS-G 33757
288.	OCS-G 34536

## **EXHIBIT B**

to

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

### **Description of Oil and Gas Properties**

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