

Vinson&Elkins

RECEIVED  
10/08/2020  
ADJUDICATION SECTION

September 22, 2020

Bureau of Ocean Energy Management,  
Regulation and Enforcement  
MS 5421  
1201 Elmwood Park Blvd.  
New Orleans, LA 70123-2394  
Attn: Adjudication

Re: Castex Offshore, Inc./Non-Required Category 3 filing  
Lease numbers on Annex A attached.

Dear Sir or Madam:

Enclosed please find a UCC-3 Financing Statement Amendment (Delete Collateral) authorized by Capital One, National Association, as Administrative Agent, as Secured Party and showing Castex Offshore, Inc., as Debtor (the "UCC-3"). Also enclosed is a duplicate copy of the UCC-3.

Please file these documents as Non-Required Category 3 document – UCC Filings and Financial Statements and return the duplicate copy to me.

Also enclosed is confirmation of the online payment at Pay.gov in the amount of \$899.00. If you have any questions, please do not hesitate to call me toll free at (800) 833-1594 extension 2460.

Very truly yours,

*Bradley Parkman*

Bradley Parkman  
Paralegal

ANNEX A

OCS-G 01140	OCS-G 12733	OCS-G 23740	OCS-G 31418
OCS-G 04809	OCS-G 13081	OCS-G 24990	OCS-G 33109
OCS-G 09387	OCS-G 15276	OCS-G 26836	OCS-G 36360
OCS-G 05148	OCS-G 16500	OCS-G 28571	OCS-G 36762
OCS-G 05504	OCS-G 17942	OCS-G 29023	
OCS-G 05937	OCS-G 21882	OCS-G 29048	
OCS-G 06380	OCS-G 21883	OCS-G 29215	
OCS-G 07746	OCS-G 22141	OCS-G 29252	
OCS-G 12332	OCS-G 22142	OCS-G 30368	

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Susan O. Berry**  
**King & Spalding LLP**  
**1100 Louisiana Street, Suite 4000**  
**Houston, Texas 77002**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**55-1554037 filed March 16, 2018**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:  Debtor or  Secured Party of record

AND Check one of these three boxes to:  CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:

See attached Partial Release for description of deleted collateral.

**THIS IS A PARTIAL RELEASE ONLY. ALL OTHER RIGHTS, TITLE AND INTERESTS OF SECURED PARTY NOT SPECIFICALLY ADDRESSED HEREIN ARE UNAFFECTED BY THIS FILING.**

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
 If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
**Capital One, National Association, as Administrative Agent**

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:

**To be filed in Terrebonne Parish, LA (Debtor: Castex Offshore, Inc.)** **17392.615020** **3727839**

**PARTIAL RELEASE**

This Partial Release is made effective as of 12:00 a.m., Central Time, on April 1, 2020 (the "**Effective Date**") by **CAPITAL ONE, NATIONAL ASSOCIATION**, a national banking association with an address of 1000 Louisiana, Suite 2950, Houston, Texas 77002, and appearing herein in its capacity as Administrative Agent under the Mortgage (as defined below) (in such capacity, "**Mortgagee**").

**RECITALS**

A. **CASTEX OFFSHORE, INC.** ("**Mortgagor**"), a Texas corporation, is the mortgagor under those mortgage instruments described on **Schedule I** attached hereto and made a part hereof (collectively, the "**Mortgages**"; and each, a "**Mortgage**").

B. The Mortgages cover, among other property described therein, the interest of Mortgagor in the property described in the Assignment (as defined below) attached hereto as **Exhibit A** and made a part hereof. Mortgagee is the current owner and holder of the liens and security interests created by the Mortgages.

C. Mortgagor has entered into that certain Purchase and Sale Agreement by and among Mortgagor and **CASTEX ENERGY PARTNERS, LLC**, as sellers, and **TALOS PRODUCTION INC.**, as purchaser ("**Purchaser**") dated as of June 19, 2020 (as assigned pursuant to that certain Assignment Agreement dated July 28, 2020 by Purchaser in favor of **TALOS THIRD COAST LLC**, a Delaware limited liability company ("**Third Coast**"), and as may be amended, supplemented or otherwise modified, the "**PSA**"), pursuant to which Mortgagor has agreed to sell and convey portions of the property covered by one or more of the Mortgages pursuant to that certain Assignment, Bill of Sale, Deed, and Conveyance dated effective as of 12:00 a.m., Central Time, on April 1, 2020 from Mortgagor to Third Coast, a copy of which is attached hereto as **Exhibit A** (the "**Assignment**").

D. Mortgagor has requested that Mortgagee release the liens, security interests, assignments and other rights and interests created by the Mortgages insofar, and only insofar, as such liens, security interests, assignments and other rights and interests have attached and apply to the property, or interests therein, to be conveyed by Mortgagor to Third Coast pursuant to the Assignment (the "**Released Property**"); and for the avoidance of doubt, none of the Excluded Assets (as defined in the PSA) shall constitute Released Property.

E. Mortgagee has the authority, without the joinder of any other party, to execute this Partial Release pursuant to Mortgagor's request.

NOW THEREFORE, for good and valuable cause and consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagee declares as follows:

1. Mortgagee (i) does hereby release, terminate and forever discharge the liens, security interests, assignments and other rights and interests created by any or all of the Mortgages, including but not limited to the assignments in Article III of each Mortgage, with respect to the Released Property, INSO FAR AND ONLY INSO FAR as such liens, security interests, assignments and other rights and interests cover the Released Property and (ii) hereby quitclaims to Mortgagor any and all Hydrocarbons (as defined in the Mortgage) pledged or assigned to Mortgagee pursuant to the Mortgage INSO FAR AND ONLY INSO FAR as such Hydrocarbons are produced from or attributable to the Released Property.

2. The Mortgagee shall, at the request and sole expense of the Mortgagor, execute and deliver to the Mortgagor all such other releases or other documents reasonably necessary or desirable for the release of the Released Property. The Mortgagee hereby authorizes the Mortgagor, the Purchaser, Third Coast and any of their designees or agents to file this Partial Release and any associated UCC-3 amendments in connection therewith. In addition, this Partial Release will serve as a partial release of any UCC financing statements filed in any non-required lease files at the United States Department of the Interior Bureau of Ocean Energy Management without the need to attach this Partial Release to a UCC-3 amendment cover sheet.

3. THIS PARTIAL RELEASE IS A PARTIAL RELEASE RELATING ONLY TO THE RELEASED PROPERTY AND SHALL IN NO WAY RELEASE, AFFECT OR IMPAIR THE LIEN AND SECURITY INTERESTS OF THE MORTGAGES OR THE ASSIGNMENT OF PRODUCTION THEREIN CONTAINED INsofar AS SUCH LIENS, SECURITY INTERESTS AND ASSIGNMENTS RELATE TO ANY PROPERTY OR INTEREST OTHER THAN THE RELEASED PROPERTY, NOR SHALL THIS PARTIAL RELEASE AFFECT THE OBLIGATIONS OF MORTGAGOR TO PAY THE INDEBTEDNESS SECURED BY THE MORTGAGES ACCORDING TO ITS TENOR AND EFFECT.

4. Mortgagee hereby requests, authorizes, and directs the Clerk of Court and Recorder of Mortgages of each parish listed on Exhibit A hereto to (a) record this Partial Release in the mortgage records of such parish, (b) release and cancel in part from the mortgage records of such parish the inscription of each Mortgage indicated on Exhibit A hereto as being recorded in such parish and (c) notate the recordation of this Partial Release in the margin of each such Mortgage as recorded in such parish.

[SIGNATURE PAGE FOLLOWS.]

THUS DONE AND SIGNED on this 4<sup>th</sup> day of August 2020 in Harris County, Texas by Mortgagee before me, the undersigned duly commissioned notary public in and for such jurisdiction, and the undersigned, competent witnesses, who sign their names below together with Mortgagee and me, notary, after a due reading of the whole.

Witnesses to all signatures on this page:

MORTGAGEE:

**Capital One, National Association,**  
as Administrative Agent

Signature: Mary B. Bried  
Name printed: Mary B. Bried

By: [Signature]  
Name: Christopher Kuna  
Title: Senior Vice President

Signature: Frederick Bried  
Name printed: FREDERICK BRIED

[Signature]  
Notary Public, State of Texas  
Full name printed: Carmela Barrientos  
Notarial Commission No. 13154557-7  
My notarial commission expires 04/30/2022

[SEAL]

After recording, return to:

\_\_\_\_\_



**Schedule I**

**MORTGAGES**

1. Mortgage, Assignment, Security Agreement, Financing Statement and Fixture Filing, dated as of August 21, 2009, from Castex Offshore, Inc., as mortgagor, in favor of the Administrative Agent, as successor-in-interest to Bank of America, N.A., as administrative agent, as mortgagee, covering Oil and Gas Properties located in Louisiana, recorded as follows:

<b><u>JURISDICTION</u></b>	<b><u>RECORDING DATA</u></b>	<b><u>RECORDING DATE</u></b>
Cameron Parish, LA	# 323708 MOB/COB	9/09/2011
Iberia Parish, LA	#2009-00010386 MOB 1337, Page 569; COB 1438, Page 256	8/31/2009
Jefferson Parish, LA	#11140244 MOB 4499, Page 197; COB 3285, Page 473	9/09/2011
Lafourche Parish, LA	#1119532 MOB 1509, Page 827; COB 1865, Page 301	9/09/2011
Plaquemines Parish, LA	#2011-00003903 MOB 573, Page 818; COB 1254, Page 777	9/09/2011
St. Bernard Parish, LA	#556 157 MOB 1643, Page 283; COB 1027, Page 415	9/09/2011
St. Mary Parish, LA	#305110 MOB1216, Page 53; COB 193, Page 660	8/31/2009
Terrebonne Parish, LA	#1381808 MOB 2396, Page 794; COB 2256, Page 500	9/09/2011
Vermilion Parish, LA	#2011009431 MOB/COB	9/09/2011
Bureau of Ocean Energy Management	filed in the lease file for OCS-G 5504	8/31/2009
	filed in the lease files for OCS-G 3194, OCS-G 08461, OCS-G 10744, OCS-G 10794, OCS-G 10930, OCS-G 10933, OCS-G 13565, OCS-G 16541, OCS-G 21065, OCS-G 21142, OCS-G 23876, OCS-G 24745, OCS-G 25944, OCS-G 26074, OCS-G 27977, OCS-G 32267, OCS-G 32268, OCS-G 32278, OCS-G 32279, OCS-G 33112, OCS-G 33671, OCS-G 33683, OCS-G 33684, OCS-G 33690, OCS-G 33691, OCS-G 33697 and OCS-G 33704	9/06/2011
	filed in the lease file for OCS-G 34379	7/16/2013

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
	filed in the lease files for OCS-G 04232, OCS-G 05431, OCS-G 17888, OCS-G 17912, OCS-G 17942, OCS-G 20051, OCS-G 23740, OCS-G 24870, OCS-G 25118, OCS-G 28036, OCS-G 31418, OCS-G 33109 and OCS-G 34332	9/11/2015

*as amended by*

- (a) First Amendment and Supplement thereto dated effective as of August 31, 2011, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Cameron Parish, LA	#323917 MOB/COB	10/11/2011
Iberia Parish, LA	#2011-00010919 MOB 1457, Page 775; COB 1491, Page 363	10/11/2011
Jefferson Parish, LA	#11145882 MOB 4503, Page 222; COB 3287, Page 63	10/12/2011
Lafourche Parish, LA	#1121394 MOB 1515, Page 226; COB 1868, Page 305	10/10/2011
Plaquemines Parish, LA	#2011-00004341 MOB 575, Page 727; COB 1256, Page 743	10/10/2011
St. Bernard Parish, LA	#557 038 MOB 1646, Page 47; COB 1030, Page 732	10/10/2011
St. Mary Parish, LA	#311689 MOB 1299, Page 48; COB 242, Page 604	10/10/2011
Terrebonne Parish, LA	#1383820 MOB 2404, Page 659; COB 2260, Page 450	10/10/2011
Vermilion Parish, LA	#2011010457 MOB/COB	10/10/2011



<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Bureau of Ocean Energy Management	filed in the lease files for OCS-G 03194, OCS-G 05504, OCS-G 08461, OCS-G 10744, OCS-G 10794, OCS-G 10930, OCS-G 10933, OCS-G 13565, OCS-G 16541, OCS-G 21065, OCS-G 21142, OCS-G 23876, OCS-G 24745, OCS-G 25944, OCS-G 26074, OCS-G 27977, OCS-G 32267, OCS-G 32268, OCS-G 32278, OCS-G 32279, OCS-G 33112, OCS-G 33671, OCS-G 33683, OCS-G 33684, OCS-G 33690, OCS-G 33691, OCS-G 33697 and OCS-G 33704	10/25/2011
	filed in the lease file for OCS-G 34379	7/16/2013
	filed in the lease file for OCS-G 23740, OCS-G 31418, OCS-G 33109	9/25/2015

as further amended by

- (b) Second Amendment and Supplement thereto dated effective as of July 17, 2013, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Cameron Parish, LA	#330112 MOB/COB	8/08/2013
Iberia Parish, LA	#2013-00009125 MOB 1565, Page 453; COB 1539, Page 152	8/08/2013
Jefferson Parish, LA	#11339480 MOB 4585, Folio 166; COB 3319, Folio 167	08/08/2013
Lafourche Parish, LA	#1161724 MOB 1625, Page 659; COB 1935, Page 850	8/08/2013
Plaquemines Parish, LA	#2013-00003473 MOB 625, Page 611; COB 1299, Page 540	8/08/2013
St. Bernard Parish, LA	#574812 MOB 1705, Page 89; COB 1076, Page 857	8/08/2013
St. Mary Parish, LA	#317073 MOB 1373, Page 182; COB 280, Page 572	8/08/2013
Terrebonne Parish, LA	#1434027 MOB 2588, Page 839; COB 2345, Page 269	8/08/2013
Vermilion Parish, LA	#2013008210 MOB/COB	8/08/2013

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Bureau of Ocean Energy Management	filed in the lease files for OCS-G 03194, OCS-G 05504, OCS-G 08461, OCS-G 10744, OCS-G 10794, OCS-G 10930, OCS-G 10933, OCS-G 13565, OCS-G 16541, OCS-G 21065, OCS-G 21142, OCS-G 23876, OCS-G 24745, OCS-G 25944, OCS-G 26074, OCS-G 27977, OCS-G 32267, OCS-G 32268, OCS-G 32278, OCS-G 32279, OCS-G 33112, OCS-G 33671, OCS-G 33683, OCS-G 33684, OCS-G 33690, OCS-G 33691, OCS-G 33697, OCS-G 33704 and OCS-G 34379	8/12/2013
	filed in the lease files for OCS-G 4232, OCS-G 5431, OCS-G 17888, OCS-G 17912, OCS-G 17942, OCS-G 20051, OCS-G 23740, OCS-G 24870, OCS-G 25118, OCS-G 28036, OCS-G 31418, OCS-G 33109 and OCS-G 34332	9/11/2015

as further amended by

- (c) Third Amendment and Supplement thereto dated effective as of August 5, 2015, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Cameron Parish, LA	#336482 MOB/COB	8/13/2015
Iberia Parish, LA	#2015-00007767 MOB 1668, Page 106; COB 1587, Page 838	8/13/2015
Lafourche Parish, LA	#1203526 MOB 1738, Page 863; COB 2013, Page 437	8/13/2015
Plaquemines Parish, LA	#2015-00003146 MOB 669, Page 268; COB 1345, Page 688	8/13/2015
St. Bernard Parish, LA	#593815 MOB 1774, Page 721; COB 1118, Page 273	8/13/2015
St. Mary Parish, LA	#322879 MOB 1446, Page 376; COB 322, Page 314	8/13/2015

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Terrebonne Parish, LA	#1487417 MOB 2762, Page 182; COB 2434, Page 42	8/13/2015
Vermilion Parish, LA	#2015008240 MOB/COB	8/13/2015
Bureau of Ocean Energy Management	filed in the lease files for OCS-G 4232, OCS-G 5431, OCS-G 17888, OCS-G 17912, OCS-G 17942, OCS-G 20051, OCS-G 23740, OCS-G 24870, OCS-G 25118, OCS-G 28036, OCS-G 31418, OCS-G 33109 and OCS-G 34332	9/11/2015
	Filed in the lease filed for OCS-G 05504	9/25/2015

*as further amended by*

- (d) Fourth Amendment and Supplement thereto dated effective as of June 2, 2016, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Plaquemines Parish, LA	File No. #2016-00002426 MOB 687, Page 349; COB 1360, Page 720	6/17/2016
Bureau of Ocean Energy Management	filed in the lease file for OCS-G 22812	6/21/2016

*as further amended by*

- (e) Fifth Amendment and Supplement thereto dated effective as of September 15, 2016, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Cameron Parish, LA	#339519 MOB/COB	9/23/2016
Iberia Parish, LA	# 2016-00009260 MOB 1724, Page 517; COB 1611, Page 729	9/26/2016
Lafourche Parish, LA	#1226945 MOB 1804, Page 343; COB 2048, Page 749	9/23/2016
Plaquemines Parish, LA	#2016-00003927 MOB 695, Page 273; COB 1365, Page 743	9/23/2016
St. Mary Parish, LA	#326067 MOB 1486, Page 56; COB 342, Page 544	9/23/2016

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Terrebonne Parish, LA	#1516851 MOB 2862, Page 202; COB 2474, Page 212	9/23/2016
Bureau of Ocean Energy Management	filed in the lease files for OCS-G 13081, OCS-G 31418, OCS-G 34287, OCS-G 34673, OCS-G 34804, OCS-G 34814, OCS-G 34849, OCS-G 35166, OCS-G 35167, OCS-G 35168, OCS-G 35188, OCS-G 35493 and OCS-G 35585	10/04/2016

as further amended by

- (f) Sixth Amendment and Supplement thereto dated effective as of February 6, 2017, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Lafourche Parish, LA	#1234320 MOB 1830, Page 65; COB 2061, Page 688	2/07/2017
Bureau of Ocean Energy Management	filed in the lease files for OCS-G 35257 and OCS-G 35603	2/08/2017

2. Assignment of Mortgages dated effective as of August 30, 2011 from JPMorgan Chase Bank, N.A., as administrative agent, as assignor, to (i) ZPZ Acquisitions, Inc., and undivided seventy-five percent (75%) interest and (ii) the Administrative Agent, as successor-in-interest to Bank of America, N.A., as administrative agent, an undivided twenty-five percent (25%) interest, in each case, in all of assignor's rights, titles, interests, liens, security interests, privileges, claims, demands and equities existing pursuant to the Mortgages (as described therein), covering Oil and Gas Properties located in Louisiana (the "LA Assignment of Mortgages"), recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Acadia Parish, LA	#821076 MOB 861, Page 394	9/19/2011
Cameron Parish, LA	#323760 MOB	9/19/2011
Iberia Parish, LA	#2011-00010069 MOB 1454, Page 320	9/19/2011
Jefferson Davis Parish, LA	File No. 660669 MOB 627, Page 33	9/28/2011
Lafayette Parish, LA	#2011-00036699 MOB	9/19/2011
Lafourche Parish, LA	#1120037 MOB 1511, Page 135; MISC 240, Page 39	9/19/2011

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Plaquemines Parish, LA	#2011-00004167 MOB 575, Page 1	9/28/2011
St. Bernard Parish, LA	#556432 MOB 1644, Page 52	9/19/2011
St. Mary Parish, LA	#308059 MOB 1296, Page 369	9/19/2011
Terrebonne Parish, LA	#1383039 MOB 2401, Page 573	9/28/2011
Vermilion Parish, LA	# 2011009739 MOB	9/19/2011

as amended by

- (a) Omnibus Amendment and Partial Release thereto dated as of August 31, 2011, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Acadia Parish, LA	#821077 MOB 861, Page 403; COB D66, Page 453; MISC 199, Page 6	9/19/2011
Cameron Parish, LA	#323761 MOB/COB	9/19/2011
Iberia Parish, LA	#2011-00010070 MOB 1454, Page 330	9/19/2011
Jefferson Davis Parish, LA	#660670 MOB 627, Page 42	9/28/2011
Lafayette Parish, LA	#2011-00036700 MOB/COB	9/19/2011
Lafourche Parish, LA	#1120038 MOB 1511, Page 145; COB 1866, Page 137; MISC 240, Page 49	9/19/2011
Plaquemines Parish, LA	# 2011-00004168 MOB 575, Page 11	9/28/2011
St. Bernard Parish, LA	#556433 MOB 1644, Page 62	9/19/2011
St. Mary Parish, LA	#311525 MOB 1296, Page 379; COB 241, Page 373	9/19/2011
Terrebonne Parish, LA	#1383040 MOB 2401, Page 583	9/28/2011
Vermilion Parish, LA	# 2011009740 MOB	9/19/2011

3. Amended and Restated Mortgage, Line of Credit Mortgage, Deed of Trust, Fixture Filing Assignment of As-Extracted Collateral, Security Agreement and Financing Statement, dated as of August 31, 2011, from Castex Offshore, Inc., as mortgagor, to the Administrative Agent, as successor-in-interest to Bank of America, N.A., as administrative agent, as mortgagee, covering Oil and Gas properties located in Louisiana, which amends and restates the LA Assignment of Mortgages, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Cameron Parish, LA	#324965 MOB	1/23/2012
Iberia Parish, LA	#2012-00000731 MOB 1472, Page 744	1/23/2012
Jefferson Parish, LA	#11203900 MOB 4517, Folio 148	1/24/2012
Lafourche Parish, LA	#1127225 MOB 1530, Page 675	1/23/2012
Plaquemines Parish, LA	#2012-00000331 MOB 581, Page 359	1/23/2012
St. Bernard Parish, LA	#559 605 MOB 1654, Page 871	1/23/2012
St. Mary Parish, LA	#310378 MOB 1312, Page 60	1/23/2012
Terrebonne Parish, LA	#1390759 MOB 2430, Page 426	1/23/2012
Vermilion Parish, LA	#2012000627 MOB	1/23/2012
Bureau of Ocean Energy Management	filed in the lease files for OCS-G 3194, OCS-G 8461, OCS-G 10744, OCS-G 10794, OCS-G 10930, OCS-G 10933, OCS-G 13565, OCS-G 16541, OCS-G 21065, OCS-G 21142, OCS-G 23876, OCS-G 24745, OCS-G 25944, OCS-G 26074, OCS-G 27977, OCS-G 32267, OCS-G 32268, OCS-G 32278, OCS-G 32279, OCS-G 33112, OCS-G 33671, OCS-G 33683, OCS-G 33684, OCS-G 33690, OCS-G 33691, OCS-G 33697 and OCS-G 33704	1/23/2012

as amended by

- (a) First Amendment and Supplement thereto dated as of July 17, 2013, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Cameron Parish, LA	#330111 MOB/COB	8/08/2013
Iberia Parish, LA	#2013-00009121 MOB 1565, Page 420; COB 1539, Page 125	8/08/2013

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Jefferson Parish, LA	#11339478 MOB 4585, Folio 164; COB 3319, Folio 165	8/08/2013
Lafourche Parish, LA	#1161723 MOB 1625, Page 632; COB 1935, Page 823	8/08/2013
Plaquemines Parish, LA	#2013-00003472 MOB 625, Page 584; COB 1299, Page 513	8/08/2013
St. Bernard Parish, LA	#574811 MOB 1705, Page 62	8/08/2013
	#574810 COB 1076, Page 830	
St. Mary Parish, LA	#317072 MOB 1373, Page 155; COB 280, Page 545	8/08/2013
Terrebonne Parish, LA	#1434026 MOB 2588, Page 812; COB 2345, Page 242	8/08/2013
Vermilion Parish, LA	#2013008209 MOB/COB	8/08/2013
Bureau of Ocean Energy Management	filed in the lease files for OCS-G 03194, OCS-G 08461, OCS-G 10744, OCS-G 10794, OCS-G 10930, OCS-G 10933, OCS-G 13565, OCS-G 16541, OCS-G 21065, OCS-G 21142, OCS-G 23876, OCS-G 24745, OCS-G 25944, OCS-G 26074, OCS-G 27977, OCS-G 32267, OCS-G 32268, OCS-G 32278, OCS-G 32279, OCS-G 33112, OCS-G 33671, OCS-G 33683, OCS-G 33684, OCS-G 33690, OCS-G 33691, OCS-G 33697 and OCS-G 33704	8/12/2013

4. Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement dated as of August 29, 2011, from Castex Offshore, Inc., as mortgagor, to Chambers Energy Management, LP ("Chambers"), as agent, as mortgagee, covering Oil and Gas Properties located in Louisiana, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Iberia Parish, LA	#2011-00009977 MOB 1454, Page 60;	9/16/2011
Vermilion Parish, LA	#2011009690 MOB/COB	9/16/2011

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Bureau of Ocean Energy Management	filed in the lease files for OCS-G 05431, OCS-G 15189, OCS-G 17912, OCS-G 17942 and OCS-G 32150	10/12/2011

as affected by

- (a) Memorandum of Assignment of Liens dated as of June 14, 2013 with Chambers, as assignor, and Castex Energy 2005, L.P. ("Castex 2005"), as assignee, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Iberia Parish, LA	#2013-00007094 MOB 1558, Page 147	6/27/2013
Jefferson Parish, LA	#11332234 MOB: 4579, Page 961	06/28/2013
Lafourche Parish, LA	#1159566 MOB 1619, Page 813	7/3/2013
St. Mary Parish, LA	#319472 MOB 1368, Page 134	6/27/2013
Terrebonne Parish, LA	#1430438 MOB 2577, Page 27	6/28/2013
Vermilion Parish, LA	#2013006694 MOB	6/27/2013
Bureau of Ocean Energy Management	filed in the lease files for OCS-G 5431, OCS-G 15189, OCS-G 17912, OCS-G 17942, OCS-G 27509 and OCS-G 32150	7/17/2013

as further affected by

- (b) Master Assignment of Liens, Security Interests and Rights dated as of July 17, 2013 from Castex 2005, as assignor, to the Administrative Agent, as successor-in-interest to Bank of America, N.A., as administrative agent, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Iberia Parish, LA	#2013-00009113 MOB 1565, Page 288; COB 1539, Page 13	8/08/2013
Jefferson Parish, LA	#11339476 MOB 4585, Folio 162; COB 3319, Folio 163;	8/08/2013
Lafourche Parish, LA	#1161719 MOB 1625, Page 526; COB 1935, Page 717	8/08/2013



<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
St. Mary Parish, LA	#317068 MOB 1373, Page 49; COB 280, Page 439	8/08/2013
Terrebonne Parish, LA	#1434021 MOB 2588, Page 662; COB 2345, Page 93	8/08/2013
Vermilion Parish, LA	#2013008205 MOB/COB	8/08/2013
Bureau of Ocean Energy Management	filed in the lease files for OCS-G 5431, OCS-G 15189, OCS-G 17912, OCS-G 17942, OCS-G 27509 and OCS-G 32150	8/12/2013

*as further affected by*

(c) First Omnibus Amendment thereto dated July 17, 2013, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Iberia Parish, LA	#2013-00009118 MOB 1565, Page 374; COB 1539, Page 90	8/08/2013
Jefferson Parish, LA	#11339479 MOB 4585, Folio 165; COB 3319, Folio 166	8/08/2013
Lafourche Parish, LA	#1161722 MOB 1625, Page 600; COB 1935, Page 791	8/08/2013
St. Mary Parish, LA	#317071 MOB 1373, Page 123; COB 280, Page 513	8/08/2013
Terrebonne Parish, LA	#1434025 MOB 2588, Page 780; COB 2345, Page 211	8/08/2013
Vermilion Parish, LA	#2013008208 MOB/COB	8/08/2013
Bureau of Ocean Energy Management	filed in the lease files for OCS-G 5431, OCS-G 15189, OCS-G 17912, OCS-G 17942 and OCS-G 32150	8/12/2013

5. Mortgage, Assignment, Security Agreement, Financing Statement and Fixture Filing dated as of July 17, 2013 from Castex Offshore, Inc., as mortgagor, in favor of the Administrative Agent, as successor-in-interest to Bank of America, N.A., as administrative agent, as mortgagee, covering Oil and Gas Properties located in Louisiana, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Terrebonne Parish, LA	#1434024 MOB 2588, Page 736; COB 2345, Page 167	8/08/2013
Bureau of Ocean Energy Management	N/A	8/12/2013

as amended by

- (a) First Amendment thereto dated December 5, 2015, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Terrebonne Parish, LA	#1443221 MOB 2620, Page 109; COB 2359, Page 452	12/10/2013
Bureau of Ocean Energy Management	filed in the lease files for OCS-G 4232	5/08/2014

6. Notice of Assignment of Liens and Security Instruments dated as of September 20, 2017 by and between Bank of America, as predecessor agent and assignor, and Administrative Agent, as successor agent and assignee, covering Oil and Gas Properties located in Louisiana, pursuant to the Memorandum of Successor Agent Agreement and Fifteenth Amendment to Credit Agreement dated as of September 20, 2017 ("Notice of CapOne Successor Agent") by and between Bank of America, as predecessor agent and assignor, and Administrative Agent, as successor agent and assignee, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
Acadia Parish, LA	#889935 MOB 1003, Page 48; COB G70, Page 818	10/03/2017
Cameron Parish, LA	#342001 MOB/COB	10/03/2017
Iberia Parish, LA	#2017-00008811 MOB 1778, Page 178	09/26/2017
	2017-00008810 COB1633, Page 107	
Jefferson Parish, LA	#11742411 MOB 4747, Page 445	09/29/2017

<u>JURISDICTION</u>	<u>RECORDING DATA</u>	<u>RECORDING DATE</u>
	#1174212 MOB 4747, Page 446	
Jefferson Davis Parish, LA	#702180 MOB/COB	10/03/2017
Lafayette Parish, LA	#2017-00038263 MOB/COB	10/03/2017
Lafourche Parish, LA	#1247670 MOB 1868, Page 876; COB 2084, Page 516	10/09/2017
Plaquemines Parish, LA	#2017-00003762 MOB 716, Page 341; COB 1387, Page 386	10/03/2017
St. Bernard Parish, LA	#612135 MOB 1849, Page 108; COB 1154, Page 871	10/03/2017
St. Charles Parish, LA	#427273 MOB 1736, Page 312	09/28/2017
	#427272 COB 853, Page 48	
St. Mary Parish, LA	#328803 MOB 1520, Page 330; COB 360, Page 601	10/03/2017
Terrebonne Parish, LA	#1543855 MOB 2950, Page 221; COB 2515, Page 790	10/03/2017
Vermilion Parish, LA	# 2017008846 MOB/COB	10/03/2017

7. Amended and Restated Mortgage, Assignment, Security Agreement, Financing Statement and Fixture Filing from Castex Offshore, Inc., as Mortgagor, to Capital One, National Association, as Mortgagee, dated as of March 14, 2018, recorded as follows:

<u>JURISDICTION</u>	<u>RECORDING INFORMATION</u>	<u>RECORDING DATE</u>
Cameron Parish, LA	Instrument No. 342837 (COB/MOB)	March 16, 2018
Iberia Parish, LA	Instrument No. 2018-00002378 MOB 1799, Page 470 COB 1641, Page 545	March 16, 2018
Jefferson Parish, LA	Instrument No. 11812948 COB 3402, Folio 716 MOB 4770, Folio 793	March 19, 2018
Lafourche Parish, LA	Instrument No. 1255461 COB 2096, Page 401 MOB 1890, Page 646	March 16, 2018
Plaquemines Parish, LA	Instrument No. 2018-00000841 COB 1393, Page 392 MOB 724, Page 81	March 16, 2018

<b>JURISDICTION</b>	<b>RECORDING INFORMATION</b>	<b>RECORDING DATE</b>
St. Bernard Parish, LA	Instrument No. 615011 COB 1160, Page 520 MOB 1862, Page 104	March 16, 2018
St. Mary Parish, LA	Instrument No. 329774 COB 367, Page 171 MOB 1533, Page 104	March 20, 2018
Terrebonne Parish, LA	Instrument No. 1554035 COB 2529, Page 779 MOB 2982, Page 762	March 16, 2018
Vermilion Parish, LA	Instrument No. 2018001936 (COB/MOB)	March 18, 2018
Bureau of Ocean Energy Management	Filed in the lease files for OCS-G 00827, OCS-G 03194, OCS-G 04232, OCS-G 04800, OCS-G 05431, OCS-G 5504, OCS-G 08361, OCS-G 09387, OCS-G 10794, OCS-G 10930, OCS-G 10933, OCS-G 13081, OCS-G 13563, OCS-G 15674, OCS-G 15675, OCS-G 17912, OCS-G 17942, OCS-G 20051, OCS-G 20660, OCS-G 21882, OCS-G 21883, OCS-G 22812, OCS-G 23740, OCS-G 24870, OCS-G 24990, OCS-G 25118, OCS-G 26074, OCS-G 26836, OCS-G 26902, OCS-G 27509, OCS-G 28036, OCS-G 28662, OCS-G 28989, OCS-G 29023, OCS-G 29116, OCS-G 29225, OCS-G 29374, OCS-G 31418, OCS-G 32267, OCS-G 32268, OCS-G 33109, OCS-33112, OCS-G 33690, OCS-G 34025, OCS-G 34332, OCS-G 34864 and OCS-G 35298	March 28, 2018

**Exhibit A**

**Assignment**

*See attached*

STATE OF LOUISIANA §  
§  
PARISHES OF CAMERON, IBERIA, §  
JEFFERSON, LAFOURCHE, §  
PLAQUEMINES, SAINT MARY, §  
ST. BERNARD, TERREBONNE AND §  
VERMILION §

### ASSIGNMENT, BILL OF SALE, DEED AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE, DEED AND CONVEYANCE (this "Assignment"), made and executed this 5th day of August, 2020 (the "Closing Date"), but effective as of 12:00 a.m., Central Time, on April 1, 2020 (the "Effective Time"), is between Castex Offshore, Inc., a Texas corporation, whose mailing address is 333 Clay Street, Suite 2900, Houston, Texas 77002 ("COI" or "Assignor"), and Talos Third Coast LLC, a Delaware limited liability company, whose mailing address is 333 Clay Street, Suite 3300, Houston, Texas 77002 ("Assignee"). Assignor and Assignee are each, individually, referred to herein as a "Party" and, collectively, as the "Parties".

Capitalized terms used but not defined herein shall have the respective meanings set forth in that certain Purchase and Sale Agreement dated as of June 19, 2020, by and among Assignor, Castex Energy Partners, LLC, a Delaware limited liability company, and Assignee (as successor-in-interest to Talos Production Inc., a Delaware corporation) and, solely with respect to its obligations specified thereunder, Talos Energy Inc. (as may be amended from time to time, the "Purchase Agreement").

Section 1. Assignment. The conveyance and assignment herein shall be deemed effective as of the Effective Time.

For Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Assignor does hereby forever GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee, all of Assignor's right, title and interest in and to the following (such right, title and interest, less and except the Excluded Assets (as defined in the Purchase Agreement), collectively, the "Assets"):

(a) the oil and gas leases, oil, gas and mineral leases, subleases and other leaseholds, royalties, overriding royalties, net profits interests, production payments, mineral fee interests, carried interests, options and other rights to Hydrocarbons in place (in each case) that are described on Exhibit A attached hereto (collectively, the "Leases"), together with (i) any and all other rights, titles and interests of Assignor in and to the lands covered or burdened thereby, and (ii) all other interests of Assignor of any kind or character in and to the Leases;

(b) all wells and well bores located on any of the Leases or on any other lease or lands with which any Lease has been unitized, pooled or communitized, whether producing, non-producing, active or inactive, shut-in, or plugged and abandoned, and whether for production, injection or disposal (such wells collectively, including those set forth on Exhibit B attached hereto, and any equipment constituting a part of any such well, the "Wells");

(c) all rights and interests of Assignor in, under or derived from all unitization, pooling or communitization orders, declarations and agreements in effect with respect to any of the Leases or Wells and the units created thereby (the "Units"), and together with the Leases and the Wells, the "Properties");

(d) all Hydrocarbons attributable to the Properties;

(e) all Contracts related to the Assets;

(f) all servitudes, easements, rights-of-way, fee surface rights, surface leases, surface use agreements and other surface rights agreements owned or held by Assignor for use in connection with the ownership or operation of any of the Assets, including those set forth on Exhibit C attached hereto;

(g) all platforms, pipelines, equipment, machinery, fixtures and other personal and mixed property, operational and nonoperational, known or unknown, owned or held by Assignor or its Affiliates located on or appurtenant to any of the Assets, or used or held for use in connection with the ownership or operation of the Assets, including tanks, boilers, tubing, pumps, motors, flowlines, separators, fixtures, machinery, compression equipment, structures, radio and telephone equipment, SCADA and measurement technology (and smartphones, tablets and other mobility devices used in connection therewith), well communication devices and other materials and personal property used in connection with the ownership or operation of the Assets, and including those set forth on Exhibit D attached hereto;

(h) all Permits owned or held by Assignor for use in connection with the ownership or operation of the Assets, to the extent transferable as contemplated by the Purchase Agreement;

(i) all trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, and other receivables and general intangibles that are attributable to, or arising under, the Assets (including the Contracts), in each case (i) with respect to periods of time on or after the Effective Time or (ii) for which the Unadjusted Purchase Price is increased pursuant to the Purchase Agreement;

(j) to the extent that they may be transferred as contemplated by the Purchase Agreement, all rights, claims, and causes of action (including warranty and similar claims, indemnity claims, and defenses) of Assignor whether arising before, on, or after the Effective Time to the extent relating to any of the Assets, *provided*, that "Assets" shall not include any such rights, claims or causes of action relating to any Retained Liability;

(k) to the extent transferable, and to the extent Assignee complies with the transfer requirements that may be imposed by the owner of the Seismic Data, the Seismic Data of Assignor listed on Annex 1, Part D of the Purchase Agreement;

(l) all Imbalances relating to the Properties; and

(m) all Records.

**TO HAVE AND TO HOLD** the Assets unto Assignee and its successors and assigns, forever, pursuant and subject, however, to the covenants, terms and conditions set forth herein and in the Purchase Agreement.

Section 2. **Special Warranty.** Assignor warrants Defensible Title (the "Special Warranty") as to each Lease and Well unto Assignee and its successors and assigns against any Person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor or any of its Affiliates, but not otherwise, subject, however, to the Permitted Encumbrances. The Special Warranty will continue for the period commencing as of the Closing Date and ending on the sixth anniversary of the Closing Date.

Section 3. **Disclaimers of Warranties.**

(a) Except as and to the extent expressly set forth in Article 3 of the Purchase Agreement or in the certificate of Assignor delivered pursuant to Section 8.2(d) of the Purchase Agreement and except for the Special Warranty, (i) Assignor makes no representations or warranties, express or implied, with respect to the Assets or the transactions contemplated by the Purchase Agreement and this Assignment, and (ii) Assignor expressly disclaims all Damages for any representation, warranty, statement or information made or communicated (orally or in writing) to Assignee or any of its Affiliates, employees, agents, consultants or representatives (including any opinion, information, projection or advice that may have been provided to Assignee by any officer, director, employee, agent, sponsor, consultant, representative or advisor of Assignor or any of its Affiliates or related Persons).

(b) EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE 3 OF THE PURCHASE AGREEMENT OR IN THE CERTIFICATE OF ASSIGNOR DELIVERED AT CLOSING PURSUANT TO SECTION 8.2(d) OF THE PURCHASE AGREEMENT AND EXCEPT FOR THE SPECIAL WARRANTY, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR (i) MAKES NO AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO (A) TITLE TO ANY OF THE ASSETS, (B) THE CONTENTS, CHARACTER OR NATURE OF ANY

DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (C) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (D) THE EXISTENCE OF ANY PROSPECT, RECOMPLETION, INFILL OR STEP-OUT DRILLING OPPORTUNITIES, (E) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (F) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, OR WHETHER PRODUCTION HAS BEEN CONTINUOUS, OR IN PAYING QUANTITIES, OR ANY PRODUCTION OR DECLINE RATES, (G) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (H) INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, OR (I) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AGREEMENT AND THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND (ii) FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT (SUBJECT TO ASSIGNOR'S COMPLIANCE WITH ITS OBLIGATIONS UNDER SECTION 6.1 AND SECTION 6.2 OF THE PURCHASE AGREEMENT) ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE AND THAT, SUBJECT FURTHER TO ASSIGNEE'S RIGHTS UNDER SECTION 5.2(a), SECTION 6.4, SECTION 6.6 AND SECTION 11.2(b) OF THE PURCHASE AGREEMENT, THE ASSETS ARE BEING TRANSFERRED TO ASSIGNEE "AS IS, WHERE IS," WITH ALL FAULTS AND DEFECTS. EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE 3 OF THE PURCHASE AGREEMENT OR IN THE CERTIFICATE OF ASSIGNOR DELIVERED AT CLOSING PURSUANT TO SECTION 8.2(d) OF THE PURCHASE AGREEMENT, ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, ENVIRONMENTAL LIABILITIES, THE RELEASE OF HAZARDOUS MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND SUBJECT FURTHER TO ASSIGNEE'S RIGHTS UNDER SECTION 6.6 AND SECTION 11.2(b) OF THE PURCHASE AGREEMENT, ASSIGNEE SHALL BE DEEMED TO BE ACQUIRING THE ASSETS "AS IS, WHERE IS" FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

(c) SUBJECT TO AND WITHOUT LIMITING ASSIGNEE'S RIGHTS UNDER THE EXPRESS PROVISIONS UNDER THE PURCHASE AGREEMENT AND THIS ASSIGNMENT, ASSIGNEE EXPRESSLY WAIVES THE WARRANTY OF FITNESS FOR INTENDED PURPOSES OR GUARANTEE AGAINST HIDDEN OR LATENT REDHIBITORY VICIES UNDER LOUISIANA LAW, INCLUDING LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548, AND THE WARRANTY IMPOSED BY LOUISIANA CIVIL CODE ARTICLE 2475; WAIVES ALL RIGHTS IN REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520, ET SEQ.; OR FOR RESTITUTION OR OTHER DIMINUTION OF THE PURCHASE PRICE; ACKNOWLEDGES THAT THIS EXPRESS WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS SALE AND THE CONSIDERATION THEREOF; AND ACKNOWLEDGES THAT THIS WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE AND EXPLAINED IN DETAIL AND THAT ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS WAIVER.

Section 4. **Subrogation of Warranties.** To the extent permitted by Law, Assignee shall be and is subrogated to Assignor's rights in and to all representations, warranties and covenants heretofore given or made by Assignor's predecessors in title with respect to the Assets. Assignor hereby assigns and transfers to Assignee, to the extent so transferable and permitted by Law, Assignor's benefit of and right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assets.

Section 5. **Further Assurances.** Assignor and Assignee agree to take such further actions and



to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Assignment.

Section 6. **Purchase Agreement.** This Assignment is delivered pursuant to, and hereby made subject to, the terms and conditions of the Purchase Agreement, and the terms and provisions of the Purchase Agreement shall not be deemed to have merged herein. In the event that any provision of this Assignment is construed to conflict with any provision of the Purchase Agreement, the provisions of the Purchase Agreement shall be deemed controlling to the extent of such conflict.

Section 7. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

Section 8. **Governing Law.** This Assignment will be interpreted, construed and enforced in accordance with the laws of the State of Texas, without giving effect to any rules or principles of conflicts of law that might otherwise refer to the laws of another jurisdiction; *provided, however,* that with respect to conveyancing matters, the laws of the state where the applicable Assets are located and/or applicable federal law shall govern and control such determination (other than the interpretation of the terms of the Parties' written agreements).

Section 9. **Recordation.** To facilitate recordation, there may be omitted from the Exhibits to this Assignment in certain counterparts descriptions of property located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be filed or recorded.

Section 10. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of such counterparts together shall constitute but one assignment.

Section 11. **No Multiple Conveyances.** Assignor and Assignee acknowledge and agree that they may be required to execute separate deeds and assignments covering certain of the Assets conveyed hereby for recording purposes or on forms approved by Governmental Authorities or other Persons to affect the conveyances of such Assets. Any such separate deed or assignment (a) shall evidence this Assignment and conveyance of the applicable Assets herein made and shall not constitute any additional conveyance of any of the Assets, (b) is not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment or the Purchase Agreement and is not intended to create, and shall not create, any additional representations, warranties or covenants of or by Assignor or Assignee, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate deed or assignment.

Section 12. **Certain Agreement.** In accordance with that certain Offshore Operating Agreement, effective May 12, 2011 (as amended, the "ST 127 JOA"), among Walter Oil & Gas Corporation, as Operator, and Castex Offshore, Inc. and Houston Energy, L.P., as Non-Operators, covering OCS-G 33109, South Timbalier Area, Block 127, Federal Offshore, to the extent applicable, this Assignment shall be subordinate to and made expressly subject to the ST 127 JOA, and Assignee agrees to be bound by all the terms and conditions of the ST 127 JOA and to assume the performance of all of Assignor's obligations under the ST 127 JOA; *provided, however,* that, notwithstanding anything contained in this Section to the contrary, as between Assignor and Assignee, the terms and provisions provided in this Section 12 shall not in any way affect, diminish or enlarge Assignor's or Assignee's rights, obligations or liabilities under the Purchase Agreement and/or this Assignment.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW.]



ASSIGNEE:

TALOS THIRD COAST LLC

By: [Signature]  
Name: Shannon E. Young III  
Title: Executive Vice President and Chief Financial Officer

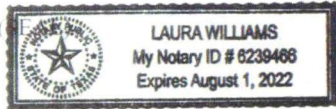
WITNESSES:

By: [Signature]  
Name: Megan Dick

By: [Signature]  
Name: Jean Colizzi

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on August 4, 2020, by Shannon E. Young III, as Executive Vice President and Chief Financial Officer of Talos Third Coast LLC, a Delaware limited liability company, on behalf of said limited liability company.



[Signature]  
Notary Public  
Printed Name: Laura Williams  
My Commission Expires: 08-01-2022

Commission No.:  
\_\_\_\_\_

**Exhibit A  
Leases**

(See attached.)

Exhibit A  
Leases

<u>Castex LeaseNo.</u>	<u>Lease Name</u>	<u>Lessee</u>	<u>Lease Date</u>	<u>Depth Restrictions</u>	<u>Description</u>
EI 223001	EUGENE ISLAND BLK 223 OCS-G 36360	CASTEX OFFSHORE, ET AL	11/1/2018		
EI224001	EUGENE ISLAND BLK 224 OCS-G 05504	AMOCO PRODUCTION COMPANY	7/1/1983	below 18,000 TVD	
EI224001	EUGENE ISLAND BLK 224 OCS-G 05504	AMOCO PRODUCTION COMPANY	7/1/1983	Surface to 17,290' TVD	N/2NW/4SW/4; SW/4NW/4;
EI224001	EUGENE ISLAND BLK 224 OCS-G 05504	AMOCO PRODUCTION COMPANY	7/1/1983	Surface to 14,350' TVD	SW/4NW/4NW/4
EI224001	EUGENE ISLAND BLK 224 OCS-G 05504	AMOCO PRODUCTION COMPANY	7/1/1983	Surface to 15,637' TVD	W/2SE/4SW/4;
EW911002	EWING BANK BLK 911 OCS-G 36762	WALTER OIL & GAS CORPORATION	11/1/2019		SE/4SW/4SW/4
EW954001	EWING BANK BLK 954 OCS-G 13081	LOUISIANA LAND & EXPL	7/1/1991		S/2NW/4SW/4;
MP138001	MAIN PASS BLK 138 OCS-G 16500	FLORES & RUCKS, INC.	7/1/1996		N/2SW/4SW/4;
MP138001	MAIN PASS BLK 138 OCS-G 16500	FLORES & RUCKS, INC.	7/1/1996	Below 13,500' Subsea	SW/4SW/4SW/4
SM122001	SOUTH MARSH ISLAND BLK 122 OCS-G 17942	SENECA RESOURCES CORPORATION	7/1/1997		
SM161001	SOUTH MARSH ISLAND 161 OCS-G 4809	MARK PRODUCING INC	9/1/1981	All of Block, insofar as lease covers and affect operating rights in the E/2E/2 from surface to TVD of 9,782.5'	
SS058001	SHIP SHOAL BLK 58 OCS-G 07746	TXP OPERATING COMPANY	7/1/1985		
SS076001	SHIP SHOAL BLK 76 OCS-G 15276	IP PETROLEUM COMPANY, INC.	8/1/1995		
SS076001	SHIP SHOAL BLK 76 OCS-G 15276	IP PETROLEUM COMPANY, INC.	8/1/1995	Surface to Stratigraphic equivalent of 10,462' TVD	
ST127001	SOUTH TIMBALIER BLK 127 OCS-G 33109	HOUSTON ENERGY LP	6/1/2009		
ST311001	SOUTH TIMBALIER BLOCK 311 OCS-G 31418	WALTER OIL & GAS CORPORATION	3/1/2008	Below 12,251' TVDSS	
ST311001	SOUTH TIMBALIER BLOCK 311 OCS-G 31418	WALTER OIL & GAS CORPORATION	3/1/2008		
ST320001	SOUTH TIMBALIER BLK 320 OCS-G 24990	KERR-MCGEE OIL & GAS CORPORATION	5/1/2003	12,251' TVDSS to 99,999' TVDSS	
VR215001	VERMILION BLK 215 OCS-G 01140	SUCONY MOBIL OIL COMPANY INC	3/16/1962		
WC077001	WEST CAMERON BLOCK 77 OCS-G 09387	BHP PETROLEUM (AMERICAS) INC	6/1/1988	All Depths below 16,400' SSTVD	SW/4SW/4; W/2SE/4SW/4
WC096001	WEST CAMERON BLOCK 96 OCS-G 23740	SENECA RECOURCES CORPORATION	5/1/2002	From surface to depth of 99,999' TVD	E/2; SW/4 and S/2NW/4
WC096001	WEST CAMERON BLOCK 96 OCS-G 23740	SENECA RECOURCES CORPORATION	5/1/2002		

**Exhibit B**  
**Wells**

(See attached.)

Exhibit B  
Wells

Well Code	API Number	Well Name	Operator	Working Interest
ATB0000001	177092039000	SL 20224 #1	Castex Energy, Inc.	0.21875000
ATB0000002	177092039200	SL 20223 #1	Castex Energy, Inc.	0.21875000
ATBCHR0001	177092039900	SL 21123 #2 (SL 20532#1)	Castex Energy, Inc.	0.43750000
ATBNWP0001	177092039600	SL 20534 #1	Castex Energy, Inc.	0.87500000
ATBSAT0001	171012250700	SL 21122 #1	Castex Energy, Inc.	0.43750000
MAR0000001	171012240200	SL 20221 #1	Castex Energy, Inc.	0.44843750
MAR0000002	17101224130000	SL 20369 #1	Castex Energy, Inc.	0.44843750
MAR0000003	171012244400	SL 20221 #2	Castex Energy, Inc.	0.44843750
MAR0000004	171012247000	SL 20369 #2	Castex Energy, Inc.	0.44843750
MAR0000005	171012249200	SL 20369 #3 (MARATHON 5)	Castex Energy, Inc.	0.44843750
POT0000001	17101223740000	SL 20035 #1	TPIC	0.43750000
POT0000002	17101224110000	SL 20035 #2	TPIC	0.43750000
POT0000003	17101225160000	SL 20035 #3	TPIC	0.43750000
POT0000005	17101225470000	SL 20035 #5	TPIC	0.43750000
BAYGOR0001	1771120353000	SL 21615 #1; DISC 12 RA SUA	Castex Energy, Inc.	0.08121580
DIWCLF0001	17109232910000	CL&F #1; L TEX RB SUA	Castex Energy, Inc.	0.79880389
DIWCLF0003	17109233970000	CL&F #3	Castex Energy, Inc.	0.79880389
DIWCLF0004	17109241500000	CL&F #4	Castex Energy, Inc.	0.73750945
DIWCLF0005	171092420000	CL&F #5; L TEX W	Castex Energy, Inc.	0.79562510
DIWCLF0007	17109242110000	CL&F #7	Castex Energy, Inc.	0.79435809
DIWCLF001S	17109880970000	CL&F SWD #1	Castex Energy, Inc.	0.79880400
GM19531001	17057231170000	SL 19531 #1	TPIC	0.43750000
GM37800143	17057229750000	SL 378 #143; 11,400 RC SUA	TPIC	0.43750000
GM37800169	17057232840000	SL 378 169 11,400 RD SUA (256)	TPIC	0.10937500
GMJAC00001	17057233270000	AD-VAL INC #1 TEX W O-P RA SUA	LLOX	0.04990000
GMLAT00001	17057229860000	LATERRE CO INC #1	Castex Energy, Inc.	0.81497169
GMLAT00301	17057229180000	LATERRE #301	TPIC	0.21875000
GMLLE00001	17057232980000	LL&E #1 EAST TORO PROSPECT	LLOX	0.06230000
GMLLE00233	17057230800000	LL&E #233; 11400 RC SUA	TPIC	0.43750000
GMLLE00236	17057230900000	LL&E #236; BIG HUM	TPIC	0.43572355
GMLLE00240	17057231210000	LL&E #240	TPIC	0.29166664
GMLLE00241	17057231350000	LL&E #241; 1100 SAND	TPIC	0.43750000
GMLLE00242	17057231360000	LL&E #242; 3400 SAND	TPIC	0.43750000
GMLLE0229S	17057229200000	LL&E #229 SWD	TPIC	0.43750000
GMPIT00001	17057230900000	EDISON PITRE #1; TEX W	TPIC	0.43518192
OBAY0000001	17109242300000	SL 21614 #1; 8200 RA SUA	Castex Energy, Inc.	0.08059526
OBAY00001S	17109880970000	SL 21614 #1 SWD	Castex Energy, Inc.	0.08059500
EI22400006	177094149000	EUGENE ISLAND BLK 224 #6	Walter Oil & Gas	0.34650000
EI22400007	177094149600	EUGENE ISLAND BLK 224 G-1	Castex Offshore Inc	0.47542250
EI22400008	177094150801	EUGENE ISLAND BLK 224 G-2	Castex Offshore Inc	0.51842000
EW954000A8	608104014600	EWING BANK BLOCK 954 A8	Walter Oil & Gas	0.00760870
MP138000G1	177254083000	MAIN PASS BLOCK 138 G1	Castex Offshore Inc	0.10000000
MP138000G2	177254083100	MAIN PASS BLOCK 138 G2	Castex Offshore Inc	0.10000000
MP138000G3	177254083200	MAIN PASS BLOCK 138 G3	Castex Offshore Inc	0.10000000
MP138000G4	177254083300	MAIN PASS BLOCK 138 G4	Castex Offshore Inc	0.10000000
SM122000A1	177084085202	SOUTH MARSH ISLAND BLK 122 #A1	Castex Offshore Inc	0.43750000
SM122000A2	177084085800	SOUTH MARSH ISLAND BLK 122 #A2	Castex Offshore Inc	0.43750000
SM122000A3	177084088300	SOUTH MARSH ISLAND BLK 122 #A3	Castex Offshore Inc	0.43750000
SM160000A1	177084049000	SOUTH MARSH ISLAND BLK 160 A1	Castex Offshore Inc	0.10000000
SM160000A2	177084052900	SOUTH MARSH ISLAND BLK 160 A2	Castex Offshore Inc	0.10000000
SM160000A4	177084061600	SOUTH MARSH ISLAND BLK 160 A4	Castex Offshore Inc	0.10000000
SM1600A5ST	177084061701	SOUTH MARSH ISLAND BLK 160 A5 ST	Castex Offshore Inc	0.10000000
SM160000A6	177084061900	SOUTH MARSH ISLAND BLK 160 A6	Castex Offshore Inc	0.10000000
SM160000A7	177084079800	SOUTH MARSH ISLAND BLK 160 A7	Castex Offshore Inc	0.10000000
SM16100A14	177084061401	SOUTH MARSH ISLAND BLK 161 A14	Castex Offshore Inc	0.10000000
SM16100A15	177084090500	SOUTH MARSH ISLAND BLK 160 (161) A15	Castex Offshore Inc	0.10000000
SS058000A1	177114136900	SHIP SHOAL BLOCK 58 A1	Castex Offshore Inc	0.10000000
SS058000A2	177114100800	SHIP SHOAL BLOCK 58 A2	Castex Offshore Inc	0.10000000
SS058000A4	177114136900	SHIP SHOAL BLOCK 58 #4	Castex Offshore Inc	0.10000000
SS07600003	177114133500	SHIP SHOAL BLOCK 76 #3 ST2	Castex Offshore Inc	0.10000000
ST12700001	177154125300	SOUTH TIMBALIER BLK 127 #1	Walter Oil & Gas	0.39375000
ST31100002	177164035500	SOUTH TIMBALIER BLK 311 #A1	Walter Oil & Gas	0.08750000
ST320000A2	177164036200	SOUTH TIMBALIER BLK 320 A2	Walter Oil & Gas	0.02800000
ST320000A3	177164035500	SOUTH TIMBALIER BLK 320 A3	Walter Oil & Gas	0.02800000
ST320000A5	608104010401	SOUTH TIMBALIER BLK 320 A5 ST	W&T Offshore	0.04375000
VR215000A1	177054092900	VERMILION BLOCK 215 A1	Castex Offshore Inc.	0.10000000
VR215000A2	177050040900	VERMILION BLOCK 215 A2	Castex Offshore Inc.	0.10000000
VR215000A3	177050041200	VERMILION BLOCK 215 A3	Castex Offshore Inc.	0.10000000
VR215000A4	1770520000400	VERMILION BLOCK 215 A4	Castex Offshore Inc.	0.10000000
VR215000A5	177052002200	VERMILION BLOCK 215 A6	Castex Offshore Inc.	0.10000000
VR215000A7	177052002700	VERMILION BLOCK 215 A7	Castex Offshore Inc.	0.10000000
VR215000A9	177054086400	VERMILION BLOCK 215 A9	Castex Offshore Inc.	0.10000000
VR215000B1	177050043100	VERMILION BLOCK 215 B1	Castex Offshore Inc.	0.10000000
VR215000B2	177052001300	VERMILION BLOCK 215 B2	Castex Offshore Inc.	0.10000000
VR215000B3	177052002000	VERMILION BLOCK 215 B3	Castex Offshore Inc.	0.10000000
VR215000B4	177054009200	VERMILION BLOCK 215 B4	Castex Offshore Inc.	0.10000000
VR215000B5	177054010500	VERMILION BLOCK 215 B5	Castex Offshore Inc.	0.10000000
VR215000B6	177054090800	VERMILION BLOCK 215 B6	Castex Offshore Inc.	0.10000000

Exhibit B  
Wells

Well Code	API Number Well Name	Operator	Working Interest
VR215000B7	177054031500 VERMILION BLOCK 215 B7	Castex Offshore Inc.	0.10000000
VR215000B8	177054092600 VERMILION BLOCK 215 B8	Castex Offshore Inc.	0.10000000
VR215000B9	177054092900 VERMILION BLOCK 215 B9	Castex Offshore Inc.	0.10000000
VR21500A10	177054104700 VERMILION BLOCK 215 A10	Castex Offshore Inc.	0.10000000
VR21500A11	177054104900 VERMILION BLOCK 215 A11	Castex Offshore Inc.	0.10000000
VR21500A12	177054105100 VERMILION BLOCK 215 A12	Castex Offshore Inc.	0.10000000
VR21500B10	177054105900 VERMILION BLOCK 215 B10	Castex Offshore Inc.	0.10000000
VR2150A8ST	177054085200 VERMILION BLOCK 215 A8 ST	Castex Offshore Inc.	0.10000000
VR2150B3ST	177052002000 VERMILION BLOCK 215 B 3 ST	Castex Offshore Inc.	0.10000000
WC077000B1	177004119500 WEST CAMERON BLK 77 B1 (WC 96)	Castex Offshore Inc.	0.33218800
WC096000B2	177004127400 WEST CAMERON BLK 96 #B2	Castex Offshore Inc.	0.33218800



**Exhibit C**  
**Rights-of-Way**

(See attached.)

**EXHIBIT C  
RIGHTS-OF-WAY**

Agreement Number	Agreement Name	Original Lessee	Lease Date	Book	Page	Entry	State	County/Parish	
ATB00002PL	STATE OF LOUISIANA ROW 5393	CASTEX ENERGY, INC.	6/5/2012	256	584	313710	Louisiana	St Mary	CEI ONLY with State
ATB00002SL	DWF-SURFACE/SUBSURFACE L016	CASTEX ENERGY, INC.	8/8/2018	290	748	313473	Louisiana	St Mary	CEI ONLY with State
BGOR00005PP	LOUISIANA LAND AND EXPLORATION COMPANY LLC	CASTEX ENERGY, INC.	8/1/2018				Louisiana	Terrebonne	
BGOR0005RW	STATE OF LOUISIANA 5758	CASTEX ENERGY PARTNERS LLC	4/10/2018	2537	460	1558904	Louisiana	Terrebonne	
DIW00001DP	CONTINENTAL LAND AND FUR CO	CONTINENTAL LAND & FUR CO.,INC	1/15/2014				Louisiana	Terrebonne	
DIW00001PP	CONTINENTAL LAND AND FUR CO	CASTEX ENERGY, INC.	5/12/2014				Louisiana	Terrebonne	
GM000001PL	THE ALLAN COMPANY	BROWNING OIL COMPANY, INC.	8/1/2005				Louisiana	Lafourche	
GM000002SL	APACHE LOUISIANA MINERALS	CASTEX ENERGY, INC.	4/1/2007				Louisiana	Lafourche	
GM000074PL	APACHE LOUISIANA MINERALS	CASTEX ENERGY, INC.	8/8/2013				Louisiana	Lafourche	
OBAY0001PL	STATE OF LOUISIANA 5744	CASTEX ENERGY PARTNERS LP	1/18/2018				Louisiana	Terrebonne	
EI224001RW	EUGENE ISLAND BLK 224 ROW OCS-G 29023	CASTEX OFFSHORE, INC.	7/19/2011				Louisiana	St Mary	
EI224002RW	EUGENE ISLAND BLK 224 ROW OCS-G 28571	WALTER OIL AND GAS	6/9/2009				Louisiana	St Mary	
SM1220002RW	SOUTH MARSH ISLAND BLK 122 OCS-G 21883	SENECA RESOURCES CORPORATION	7/17/2000				Louisiana	Vermilion & Iberia	
SM122001RW	SOUTH MARSH ISLAND BLK 122 OCS-G 21882	SENECA RESOURCES CORPORATION	7/17/2000				Louisiana	Vermilion & Iberia	
SM160001RUE	SOUTH MARSH ISLAND 160 OCS-G 30368	CASTEX OFFSHORE, INC.	10/3/2019				Louisiana	Iberia	

Agreement Number	Agreement Name	Original Lessee	Lease Date	Book	Page	Entry	State	County/Parish	
WC096001RW	WEST CAMERON BLOCK 96 ROW OCS-G 26836	NEWFIELD EXPLORATION COMPANY	5/12/2005				Louisiana	Cameron	
	MAIN PASS BLOCK 138 OCS-G 12332	UMC PETROLEUM CORPORATION	9/15/1990				Louisiana	St. Bernard	
	MAIN PASS BLOCK 138 OCS-G 29048	MCMORAN OIL & GAS LLC	1/21/2011				Louisiana	St. Bernard	
	SHIP SHOAL BLOCK 58 OCS-G 12733	PSI ENERGY RESOURCES	3/8/1991				Louisiana	Terrebonne	
	SHIP SHOAL BLOCK 58/76 OCS-G 22142	NEWFIELD EXPLORATION COMPANY	2/12/2001				Louisiana	Terrebonne	
	SHIP SHOAL BLOCK 76 OCS-G 22141	NEWFIELD EXPLORATION COMPANY	2/12/2001				Louisiana	Terrebonne	
	SOUTH MARSH ISLAND 160 OCS-G 05148	UNITED GAS PIPELINE COMPANY	8/20/1982				Louisiana	Iberia	
	SOUTH MARSH ISLAND 160 OCS-G 05937	TENNECO INC	8/5/1983				Louisiana	Iberia	
	SOUTH MARSH ISLAND 160/161 OCS-G 06380	TENNECO OIL COMPANY	9/14/1983				Louisiana	Iberia	
	SOUTH TIMBALIER BLOCK ROW 127 OCS-G29215	WALTER OIL AND GAS	8/19/2013				Louisiana	Lafourche	
	SOUTH TIMBALIER BLOCK 311 ROW OCS-G29252	WALTER OIL AND GAS	8/20/2014				Louisiana	Terrebonne	

**Exhibit D  
Equipment**

(See attached.)

**EXHIBIT D  
EQUIPMENT**

*Onshore Facilities, Platforms and Pipelines*

ASSET NAME	State	County	Operating Group
ATCHFAYALA BAY FACILITY	LA	ST. MARY	EI-18
ATCHFAYALA BAY SL 20224 to SL 20221 PIPELINES	LA	ST. MARY	EI-18
SL 21122 #1 FACILITY	LA	ST. MARY	SATCHMO
SL 21122 #1 PIPELINES	LA	ST. MARY	SATCHMO
BAYOU GOREAU PIPELINE	LA	TERREBONNE	BAYOU GOREAU
BAYOU GOREAU FACILITY	LA	TERREBONNE	BAYOU GOREAU
DEER ISLAND WEST FACILITY	LA	TERREBONNE	DEERISLAND-W
DEER ISLAND WEST FAC TO SALES TIE IN PIPELINE	LA	TERREBONNE	DEERISLAND-W
DEER ISLAND WEST WELLS TO FACILITY PIPELINES	LA	TERREBONNE	DEERISLAND-W
GOLDEN MEADOW PRODUCTION FACILITY	LA	LAFOURCHE	GOLDEN-MEADO
LATERRE CO INC #1 FACILITY	LA	LAFOURCHE	GOLDEN-MEADO
LATERRE CO INC #1 PIPELINE	LA	LAFOURCHE	GOLDEN-MEADO
EAST TORO FACILITY	LA	LAFOURCHE	GOLDEN-MEADO
MARATHON PLATFORM	LA	ST. MARY	MARATHON
MARATHON COMPRESSOR / FACILITY	LA	ST. MARY	MARATHON
MARATHON PIPELINE	LA	ST. MARY	MARATHON
OYSTER BAYOU FACILITY	LA	TERREBONNE	OYSTER BAY
OYSTER BAYOU FLOWLINE / SALES PIPELINE	LA	TERREBONNE	OYSTER BAY
SL 20035 POTOMAC FACILITY	LA	ST. MARY	POTOMAC
POTOMAC PIPELINE	LA	ST. MARY	POTOMAC
POTOMAC/BELLE ISLE PLATFORM	LA	ST. MARY	POTOMAC
WEST CAMERON 77/96 STINGRAY FACILITY	LA	CAMERON	WC-077/96

**Offshore Pipelines**

ORIGIN AREA/BLOCK	SEGMENT NUMBER	OPERATOR	PRODUCTION CODE	ROW / LEASE #
EI 224	18145	Castex Offshore, Inc.	G/C	ROW OCS-G29023
MP 138	15731	Castex Offshore, Inc.	OIL	ROW OCS-G12332
MP 138	18190	Castex Offshore, Inc.	GAS	ROW OCS-G29048
MP 138	18952	McMoRan Oil & Gas	Lift	OCS-G16500
SM 122	12582	Castex Offshore, Inc.	BLKO	ROW OCS-G21882
SM 130	12583	Castex Offshore, Inc.	LIFT	ROW OCS-G21883
SM 155	6535	Castex Offshore, Inc.	GAS	ROW OCS-G05148
SM 160	6850	Castex Offshore, Inc.	GAS	ROW OCS-G05937
SM 160	6893	Castex Offshore, Inc.	OIL	ROW OCS-G06380
SS 58	9352	Castex Offshore, Inc.	GAS	ROW OCS-G12733
SS 58	12786	Castex Offshore, Inc.	LIFT	ROW OCS-G22142
SS 76	12785	Castex Offshore, Inc.	BLKO	ROW OCS-G22141
VR 215	5652	McMoRan Oil & Gas	SPLY	OCS-G01140
VR 215	5653	McMoRan Oil & Gas	BLKG	OCS-G01140
WC 96	15105	Castex Offshore, Inc.	G/C	ROW OCS-G26836
EI 224	17826	Walter Oil & Gas Corporation	BLKG	ROW OCS-G28571
EI 224	17827	Walter Oil & Gas Corporation	UBEH	ROW OCS-G28571
ST 127	18948	Walter Oil & Gas Corporation	G/C	ROW OCS-G29215
ST 311	19151	Walter Oil & Gas Corporation	OIL	ROW OCS-G29252
SS 58	14471	McMoRan Oil & Gas LLC	BLKO	OCS-G07746

**Offshore Platforms**

<b>Area / Block</b>	<b>Lease/RUE Number</b>	<b>Structure Name</b>	<b>Structure ComplexID</b>
EI 224	OCS-G05504	EI 224 G	2414
MP 138	OCS-G16500	MP 138 G	1914-1
SM 122	OCS-G17942	SM 122 A	703
SM 160	RUE OCS-G30368	SM 160 A	22859-1
SS 58	OCS-G07746	SS 58 A	23930-2
SS 58	OCS-G07746	SS 58 A-AUX	23930-1
SS 58	OCS-G07746	SS 58 Caisson #4	1167
SS 76	OCS-G15276	SS 76 Caisson #3	888
VR 215	OCS-G01140	VR 215 A	20638-1
VR 215	OCS-G01140	VR 215 CF	20638-2
VR 215	OCS-G01140	VR 215 B	20138-1
WC 96	OCS-G23740	WC 96 B	1531-1
ST 127	OCS-G33109	ST 127 Caisson A	2520-1
ST 311	OCS-G31418	ST 311 A	2574-1