



RECEIVED
ADJUDICATION SECTION
SEP 21 2023

Julie Thobae
jthobae@liskow.com
D: 713-651-2970

September 21, 2023

72882.0002

VIA EMAIL (boemadjudication@boem.gov)

Bureau of Ocean Energy Management
Adjudication Unit
1201 Elmwood Park Boulevard, MS 5421
New Orleans, Louisiana 70123-2390

Re: Non-Required Filing – Memorandum of Assignment of Mortgages QuarterNorth Energy LLC
in 67 GOM Leases

Ladies and Gentlemen:

Enclosed please find one (1) copy of **MEMORANDUM OF ASSIGNMENT OF MORTGAGES QUARTERNORTH ENERGY LLC** dated effective June 29, 2023 among **QuarterNorth Energy LLC**, ("Mortgagor"), **Goldman Sachs Bank USA, as Predecessor Agent**, ("Assignor") and **Cantor Fitzgerald Securities, as Successor Agent** ("Assignee") to be filed in the non-required records for the noted below. Please record this letter and the attached Memorandum of Assignment of Mortgages in the non-required files maintained for the following leases and the following leases:

OCS- 00020	OCS-00786	OCS-G 04000	OCS-G 05889	OCS-G 05900
OCS-G 09522	OCS-G 09524	OCS-G 10687	OCS-G 11043	OCS-G 12209
OCS-G 12210	OCS-G 13943	OCS-G 13944	OCS-G 14668	OCS-G 16727
OCS-G 18192	OCS-G 19966	OCS-G 20051	OCS-G 21176	OCS-G 21685
OCS-G 21811	OCS-G 21817	OCS-G 24133	OCS-G 24134	OCS-G 24987
OCS-G 26302	OCS-G 27278	OCS-G 27982	OCS-G 28021	OCS-G 28022
OCS-G 28030	OCS-G 32343	OCS-G 32363	OCS-G 33140	OCS-G 33177

OCS-G 33707	OCS-G 33757	OCS-G 34536	OCS-G 34539	OCS-G 34878
OCS-G 34879	OCS-G 34966	OCS-G 35805	OCS-G 35825	OCS-G 35828
OCS-G 35963	OCS-G 36021	OCS-G 36362	OCS-G 36400	OCS-G 36401
OCS-G 36405	OCS-G 36537	OCS-G 36538	OCS-G 36540	OCS-G 36544
OCS-G 36545	OCS-G 36557	OCS-G 36566	OCS-G 36772	OCS-G 36773
OCS-G 36814	OCS-G 36880	OCS-37266	OCS-G 37449	OCS-G 37467
OCS-G 37478	OCS-37484			

This letter and document should be placed on your document imaging system under "Document Type No. 1" "Mortgage, Deed of Trust, Security Agreement". I have enclosed Pay.gov receipts for filing fees in the total amount of \$2,278.00.

If you have any questions concerning this matter, please do not hesitate to contact the undersigned at 713-651-2970 or by email at jthobae@liskow.com.

Very truly yours,



Julie Thobae
Paralegal



Enclosures

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

Simpson Thacher & Bartlett LLP
600 Travis Street, 54th Floor
Houston, Texas 77002
Attention: Cameron Bettis

Space above for County Recorder's Use

MEMORANDUM OF ASSIGNMENT OF MORTGAGES

QUARTERNORTH ENERGY LLC

This Memorandum of Assignment of Mortgages (this "Memorandum") made effective as of June 29, 2023 (the "Effective Date"), is entered into among Goldman Sachs Bank USA, as Predecessor Agent (as defined below) (in such capacity, the "Assignor"), Cantor Fitzgerald Securities, as Successor Agent (as defined below) (in such capacity, the "Assignee"), and QuarterNorth Energy LLC, a Delaware limited liability company, as Mortgagor (the "Mortgagor").

A. Goldman Sachs Bank USA served as administrative agent and collateral agent (in such capacities, the "Predecessor Agent") under that certain Third Amended and Restated First Lien Term Loan Agreement dated as of August 27, 2021 among QuarterNorth Energy Holding Inc., as borrower (the "Borrower"), QuarterNorth Energy Inc. ("Holdings"), the lenders from time to time party thereto (the "Lenders") and the Predecessor Agent (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement"; and the other documents referred to in the Existing Credit Agreement as to which Goldman Sachs Bank USA is acting as the administrative agent, collateral agent, mortgagee, beneficiary, agent, secured party or equivalent representative capacity thereunder (including, without limitation, the "Loan Documents" (as defined in the Existing Credit Agreement)), as amended, restated, amended and restated, supplemented or otherwise modified from time to time, collectively, the "Loan Documents").

B. In connection with the Existing Credit Agreement, the Mortgagor entered into the Mortgages specified on Annex I attached hereto (the "Existing Mortgages"), which Existing Mortgages cover the Deed of Trust Properties and Mortgaged Properties (each as defined in the Existing Mortgages), as recorded in the jurisdictions referenced in Annex I attached hereto, to secure, *inter alia*, the indebtedness, obligations and liabilities described therein.

C. The Assignor, the Assignee, the Borrower, Holdings and the other parties thereto have entered into that certain Third Amendment to Third Amended and Restated First Lien Term Loan Agreement, Assignment of Loans and Liens, and Successor Agent Appointment Agreement dated as of the date hereof, (the "Amendment"), and the Existing Credit Agreement as amended by

the Amendment, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Assignor has resigned as Administrative Agent (as defined in the Existing Credit Agreement) under the Existing Credit Agreement and the other Loan Documents, including as collateral agent, mortgagee, beneficiary, agent, secured party and any other equivalent representative capacity under each of the Loan Documents, and the Assignee has been appointed and has agreed to become the successor administrative agent, collateral agent, mortgagee, beneficiary, agent, secured party or equivalent representative capacity (in such capacities, the "Successor Agent") under the Credit Agreement and the other Loan Documents and has succeeded to and become vested with all the rights, powers, privileges and duties of the Assignor under the Credit Agreement and the other Loan Documents (including, without limitation, the Existing Mortgages and other Security Documents), all as more particularly described in the Amendment.

D. Pursuant to the Amendment, the Assignor has granted, conveyed, sold, bargained, transferred and assigned to the Assignee, all of its right, title and interest in and to the Loan Documents, including without limitation the Existing Mortgages and Assignor's right, title and interest to all Deed of Trust Properties and Mortgaged Properties encumbered thereby, together with any rider, addendum, exhibit, schedule and attachment thereto, and all UCC financing statements filed in connection therewith, and the Collateral, together with all attendant liens, rights, title and interests (including security interests) pertaining to, or arising from, the Security Documents, for the benefit of the Lenders and any other secured parties on whose behalf Assignor may be acting under such Security Documents (including, without limitation, each Existing Mortgage) or any other security documents included within the Loan Documents (collectively, the "Secured Parties") and all obligations and duties of the "Administrative Agent", "Collateral Agent", "Beneficiary", "Mortgagee", "Agent", "Secured Party", and any other equivalent representative capacity (such assigned interests, collectively, the "Transferred Interests"), and the Assignee has accepted the assignment of such Transferred Interests, for its benefit and for the benefit of the Secured Parties, all as more particularly described in the Amendment.

E. The Assignor desires to transfer of record and to provide notice to third parties and record evidence of such transfer of the Transferred Interests to the Assignee pursuant to the Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

Section 2. Memorandum of Assignment of Liens and Security Interests. For agreed consideration and pursuant to the Amendment, the Assignor has granted, conveyed, sold, bargained, transferred and assigned to the Assignee, and hereby does grant, convey, sell, bargain, transfer and assign, and the Assignee has assumed, and hereby does assume (for the benefit of itself and the Secured Parties), from the Assignor, the Existing Mortgages and the Transferred Interests, including all of the Assignor's right, title and interest in and to all Deed of Trust Properties and Mortgaged Properties encumbered thereby.

Section 3. Confirmation, Assignment and Acknowledgment.

(a) The Mortgagor hereby confirms that it has heretofore (i) GRANTED, BARGAINED, SOLD, WARRANTED, MORTGAGED, ASSIGNED, TRANSFERRED, PLEDGED, HYPOTHECATED and CONVEYED to the Trustee (as defined in the Existing Mortgages) with a POWER OF SALE, all the properties, rights and interests in relating to the Deed of Trust Properties, (ii) GRANTED, BARGAINED, SOLD, CONVEYED, MORTGAGED, ASSIGNED, WARRANTED, PLEDGED and HYPOTHECATED to the Assignor, all the properties, rights and interests in relating to the Other Mortgaged Properties (as defined in the Existing Mortgages) and (iii) granted to the Assignor a security interest in and to all of the Mortgagor's rights, titles and interests in the UCC Collateral (as defined in the Existing Mortgages), and the Mortgagor does by these presents hereby further (A)(I) GRANT, BARGAIN, SELL, WARRANT, MORTGAGE, ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE and CONVEY to the Successor Trustee (as defined below) with a POWER OF SALE, all the properties, rights and interests in relating to the Deed of Trust Properties and (II) GRANT, BARGAIN, SELL, CONVEY, MORTGAGE, ASSIGN, WARRANT, PLEDGE and HYPOTHECATE to the Assignor, all the properties, rights and interests in relating to the Other Mortgaged Properties in each case TO HAVE AND TO HOLD (x) the Deed of Trust Properties unto the Successor Trustee, and its successors or substitutes in this trust, and to its or their successors and assigns, in trust, for the benefit of the Assignee and the other Secured Parties and (y) the Other Mortgaged Properties unto the Assignee, and the Assignee's successors and assigns, for the ratable benefit of the Assignee and the other Secured Parties and (B) grant to the Assignee a security interest in and to all of the Mortgagor's rights, titles and interests in the UCC Collateral to further secure the payment of the Obligations when due, all of the foregoing in accordance with and upon the terms and provisions of the Existing Mortgages. The grant made in this paragraph is in confirmation of and supplementary to and not in lieu, derogation, or replacement of the grant made in the Existing Mortgages.

(b) The Mortgagor hereby (i) acknowledges and agrees that (A) the Assignor has assigned, transferred and conveyed to the Assignee, and the Assignee has assumed from the Assignor, the Existing Mortgages, all liens and security interests granted thereunder to the Mortgagee and all other Transferred Interests as described in Section 2 and (B) the Assignee has succeeded to all such liens, security interests and other Transferred Interests as provided in Section 2, (ii) represents and warrants that Annex I is a full and complete description of the Existing Mortgages and (iii) ratifies and affirms the Existing Mortgages and other Security Documents, all such liens and security interests granted thereunder to the Mortgagee and all such other Transferred Interests in favor of the Assignee.

Section 4. Successor Trustee. Pursuant to Section 6.2 of the Existing Mortgages, as of the Effective Date and after giving effect to the assignment of the Transferred Interests as described in Section 2 hereof, the Assignee (as Mortgagee under the Existing Mortgages) hereby (i) removes Joe Powell as Trustee under the Existing Mortgages and (ii) appoints Peter Graf, whose address for notice hereunder is c/o Republic Title of Texas, Inc., 2626 Howell Street, 10th Floor, Dallas, TX 75204, Telephone No.: (214) 855-8836, as Trustee under the Existing Mortgages (in such capacity, the "Successor Trustee"). The Mortgagor hereby acknowledges receipt of written notice of such appointment and designation by the Assignee pursuant to Section 6.2 of the Existing Mortgages.

Section 5. Miscellaneous.

(a) Annex and Exhibit. Annex I attached hereto is hereby incorporated in this Memorandum by reference and shall constitute a part of this Memorandum.

(b) Successors and Assigns. This Memorandum shall be binding upon each party hereto and their respective successors and assigns.

(c) Invalidity. In the event that any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof.

(d) Counterparts. This Memorandum may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Notices: Secured Party Information. Commencing as of the Effective Date, notices to the Successor Agent in respect of the Existing Mortgages shall be directed as follows (and any notice provisions of the Existing Mortgages including, without limitation, Section 8.7 and the Secured Party's information set forth in Section 8.12 of the Existing Mortgages are hereby amended to reflect such notice information):

Cantor Fitzgerald Securities, as Collateral Agent
110 E. 59th Street
New York, NY 10022
Attn: G. Cocco/M. Bennett (Quarternorth FLTL)
E-mail: CantorContractManagement-NY@cantor.com

With a copy to:

Cantor Fitzgerald Securities, as Collateral Agent
900 West Trade Street, Suite 725
Charlotte, North Carolina 28202
Attention: B. Young (Quarternorth FLTL Administrative Agency)
Telephone: (704) 374-0574
Telecopier: (646) 390-1765
Email: BYoung@cantor.com

Section 6. Governing Law. This Memorandum shall be governed by 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 Mortgaged Property located outside 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 Mortgaged Property.

Section 7. Concerning the Assignor and Assignee. Each of the Assignor and Assignee shall be entitled to all of the rights, privileges and immunities of the Administrative Agent set forth in the Loan Documents, as though fully set forth herein.

[Signature pages follow.]

STATE OF Texas

§
§
§

COUNTY OF Dallas

THUS DONE AND PASSED this 29 day of June, 2023 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 Assignor and me, Notary, after reading of the whole.

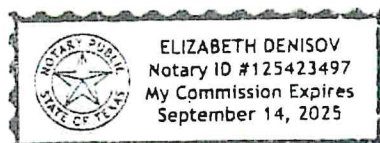
WITNESSES

GOLDMAN SACHS BANK USA,
as Assignor

Sarah Madachian
Printed Name: Sarah Madachian

By: *Justin Betzen*
Name: Justin Betzen
Title: Authorized Signatory

[Signature]
Print Name: Robert Chuchla



Elizabeth Denison
NOTARY PUBLIC
Printed Name: Elizabeth Denison
Notary Number: 125423497

STATE OF Texas

§

COUNTY OF Dallas

§

§

TEXAS

This instrument was acknowledged before me on this 29 day of June, 2023, by Justin Betzen, Authorized Signatory of GOLDMAN SACHS BANK USA, in its capacity as Assignor under said instrument, on behalf of said entity.

ALABAMA

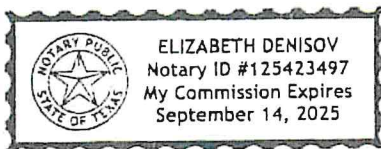
I, a Notary Public, in and for said County in said State, hereby certify that Justin Betzen, whose name as Authorized Signatory of GOLDMAN SACHS BANK USA, in its capacity as Assignor, is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, 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 entity, acting in its capacity as Assignor as aforesaid.

MISSISSIPPI

Personally appeared before me, the undersigned authority in and for said county and state, on this 29 day of June, 2023; within my jurisdiction, the within named Justin Betzen, who acknowledged that he is Authorized Signatory of GOLDMAN SACHS BANK USA, and that for and on behalf of the said entity in its capacity as Assignor under the foregoing Mortgage, and as its act and deed in said representative capacity, he executed the above and foregoing instrument, after first having been duly authorized by said entity so to do.

Given under my hand this 29 day of June, 2023.

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



Elizabeth Denisov
NOTARY PUBLIC

My commission expires: 9/14/2025

Printed Name: Elizabeth Denisov

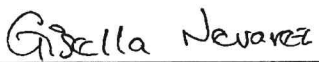
[SEAL]

STATE OF NEW YORK §
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COUNTY OF NEW YORK §

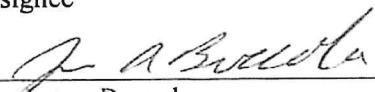
THUS DONE AND PASSED this 19th day of September, 2023 to be effective for all purposes as of the Effective Date, in my presence and in the presence of the undersigned competent witnesses who hereunto sign their names with Assignee and me, Notary, after reading of the whole.


WITNESSES


Printed Name: Jennifer Granovsky


Printed Name: Gisella Nevarez

CANTOR FITZGERALD SECURITIES,
as Assignee

By: 
Name: James Buccola
Title: Head of Fixed Income


NOTARY PUBLIC
Printed Name: Ebisa Martinez
Notary Number: 01 MA6440 TB

STATE OF NEW YORK §
 §
COUNTY OF NEW YORK §

TEXAS This instrument was acknowledged before me on this 19th day of September, 2023, by James Buccola, Head of Fixed Income of CANTOR FITZGERALD SECURITIES, a New York general partnership, in its capacity as Assignee under said instrument, on behalf of said entity.

ALABAMA I, a Notary Public, in and for said County in said State, hereby certify that James Buccola, whose name as Head of Fixed Income of CANTOR FITZGERALD SECURITIES, in its capacity as Assignee, 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 Head of Fixed Income and with full authority, executed the same voluntarily for and as the act of said entity acting in its capacity as Assignee as aforesaid.

MISSISSIPPI Personally appeared before me, the undersigned authority in and for said county and state, on this 19th day of September, 2023, within my jurisdiction, the within named James Buccola, who acknowledged that he is Head of Fixed Income of CANTOR FITZGERALD SECURITIES, and that for and on behalf of the said entity in its capacity as Assignee under the foregoing Mortgage, and as its act and deed in said representative capacity, he executed the above and foregoing instrument, after first having been duly authorized by said entity so to do.

Given under my hand this 19th day of September, 2023.

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

The foregoing instrument was acknowledged before me by means of physical presence on September 19, 2023, by James Buccola, as Head of Fixed Income of CANTOR FITZGERALD SECURITIES, on behalf of said company who has produced a valid driver's license as identification.



NOTARY PUBLIC

My commission expires: 9/12/2026

Printed Name: Eloisa Martinez

[SEAL]

ELOISA MARTINEZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6440706
Qualified in Kings County
My Commission Expires 09-12-2026

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THUS DONE AND PASSED this 29 day of June, 2023 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.

MORTGAGOR:

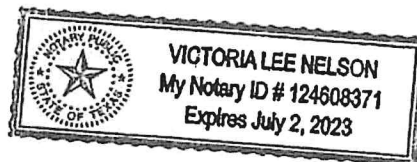
QUARTERNORTH ENERGY LLC

By Thomas R. Lamme
Name: Thomas R. Lamme
Title: VP & GC

WITNESSES

Colleen Armstrong
Printed Name: Colleen Armstrong
Anne Foster
Printed Name: Anne Foster

Victoria Lee Nelson
NOTARY PUBLIC
Printed Name: Victoria Lee Nelson
Notary Number: 124608371



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

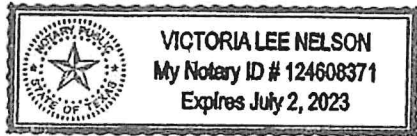
TEXAS This instrument was acknowledged before me on this 29 day of June, 2023, by Thomas R. Lamm EP-GC of QUARTERNORTH ENERGY LLC, on behalf of said limited liability company.

ALABAMA I, a Notary Public, in and for said County in said State, hereby certify that Thomas R. Lamm, whose name as EP-GC of QUARTERNORTH ENERGY LLC, 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 29 day of June, 2023, within my jurisdiction, the within named Thomas R. Lamm who acknowledged that [he] is EP-GC of QUARTERNORTH ENERGY LLC, and that for and on behalf of the said limited liability company, and as its 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 29 day of June, 2023.

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



Victoria Lee Nelson
NOTARY PUBLIC

My commission expires: 07/02/2023

Printed Name: Victoria Lee Nelson

[SEAL]

Annex I

Existing Mortgages

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

<u>Recording Jurisdictions</u>	<u>Dates Recorded</u>	<u>Recording Information</u>
Baldwin County, AL	October 16, 2013	Inst. # 1425123
Mobile County, AL	October 24, 2013	BK: LR7088, Pg. 995, Inst# 2013 063203
Cameron Parish, LA	October 4, 2013	MOB File No. 330679
Iberia Parish, LA	October 4, 2013	Mortgages, Book 1575, Pg. 168, File No. 2013-00011318
Jefferson Parish, LA	October 4, 2013	MB Book 4592, Pg. 225, File No. 11349555
Lafourche Parish, LA	October 7, 2013	Mortgage, Book 1635, Pg. 502, Inst.# 1165374
Plaquemines Parish, LA	October 4, 2013	Mortgage, Book 629, Pg. 531, File No. 2013-00004579
St. Bernard Parish, LA	October 4, 2013	Mortgages, Book 1712, Pg. 149, File No. 576501
St. Mary Parish, LA	October 4, 2013	Mortgages, Book 1379, Pg. 272, File No. 321128
Terrebonne Parish, LA	October 4, 2013	Mortgages, Book 2604, Pg. 381, File No. 1438536
Vermilion Parish, LA	October 7, 2013	2013010438-MO
Hancock County, MS	October 8, 2013	Deed of Trust Book 2013, Pgs. 24509-24710
Harrison County, MS (1)	October 4, 2013	Instr.# 2013 10680 T-J1
Harrison County, MS (2)	October 4, 2013	Instr.# 2013 3609 T-J2
Jackson County, MS	October 4, 2013	#201318028, BK:22, PG. 1-202
Aransas County, TX	October 7, 2013	File No. 331847
Brazoria County, TX	October 4, 2013	2013 049 464 DT
Calhoun County, TX	October 4, 2013	Instr.# 136284
Chambers County, TX	October 7, 2013	2013 88656, BK: OR, VOL. 1450, PG. 1
Galveston County, TX	October 8, 2013	2013 063 655
Jefferson County, TX	October 4, 2013	DT 2013 032 835
Kenedy County, TX	October 4, 2013	Vol. 59, Pgs. 489-690, DOC. # 10630
Kleberg County, TX	October 7, 2013	Vol. 500 Pg. 448 File # 296599
Matagorda County, TX	October 7, 2013	Instr.# 2013-5567
Nueces County, TX	October 7, 2013	DOC.# 2013 042 873
San Patricio County, TX	October 7, 2013	DT 631844

<u>Recording Jurisdictions</u>	<u>Dates Recorded</u>	<u>Recording Information</u>
BOEM	October 30, 2013*	See Attachment A
BOEM	July 10, 2018*	OCS-G 15441, OCS-G 15445, OCS-G 19966, OCS-G 21817, OCS-G 27278, OCS-G 28022, OCS-G 28030, OCS-G 33757 and OCS-G 34536

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

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

<u>Recording Jurisdictions</u>	<u>Dates Recorded</u>	<u>Recording Information</u>
Calhoun County, TX	December 4, 2013	Instrument No. 137044
Cameron Parish, LA	December 4, 2013	MOB File No. 331292
Iberia Parish, LA	December 4, 2013	Mortgage Book 1586, Page 58, File No. 2013-00013432
Lafourche Parish, LA	December 5, 2013	Mortgage Book 1645, Page 409, Instrument No. 1168658
Plaquemines Parish, LA	December 4, 2013	Mortgage Book 634, Page 466, File No. 2013-00005395
St. Mary Parish, LA	December 4, 2013	Mortgage Book 1386, Page 670, File No. 322047
Terrebonne Parish, LA	December 4, 2013	Mortgage Book 2618, Page 531, File No. 1442741
Vermilion Parish, LA	December 4, 2013	File No. 2013012336-MO
BOEM	December 11, 2013	OCS 00081, OCS-G 02110, OCS-G 03088, OCS-G 04800, OCS-G 05000, OCS-G 05504, OCS-G 06043, OCS-G 10942, OCS-G 23851, OCS-G 28351, OCS-G 31418
BOEM	July 10, 2018*	OCS-G 15441, OCS-G 15445, OCS-G 19966, OCS-G 21817, OCS-G 27278, OCS-G 28022, OCS-G 28030, OCS-G 33757 and OCS-G 34536

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

3. Second Supplement to Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (RBL) from Fieldwood Energy LLC and GOM Shelf LLC in favor of P.R. Ballard, Trustee, and Citibank, N.A., as Collateral Agent, executed and dated effective March 12, 2014.

<u>Recording Jurisdictions</u>	<u>Dates Recorded</u>	<u>Recording Information</u>
Cameron Parish, LA	March 19, 2014	MOB File #332229
BOEM	March 19, 2014*	OCS-G 02063

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

4. Third Supplement to Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (RBL) dated effective as of August 16, 2016 from Fieldwood Energy LLC, GOM Shelf LLC, Fieldwood Energy Offshore LLC, Bandon Oil and Gas, LP, and Dynamic Offshore Resources NS, LLC to P. R. Ballard, Trustee for the benefit of Citibank, N.A., as Collateral Agent.

<u>Recording Jurisdiction</u>	<u>Date Recorded</u>	<u>Recording Information</u>
Cameron Parish, LA	September 1, 2016	MOB File No. 339363
Iberia Parish, LA	August 31, 2016	File No. 2016-00008460, Book 1720, Page 555
Jefferson Parish, LA	August 31, 2016	File No. 11640022, MB 4704, Page 584
Lafourche Parish, LA	August 31, 2016	Instrument #1225593, Book 1800, Page, 163
Plaquemines Parish, LA	August 31, 2016	File # 2016-00003579, Book 693, Page 38
St. Mary Parish, LA	August 31, 2016	File No. 336263, Book 1482, Page 771
Terrebonne Parish, LA	August 31, 2016	File #1515283, Book 2856, Page 198
Vermilion Parish, LA	September 1, 2016	MO #2016008220
Aransas County, TX	September 6, 2016	File No. 0000350183
Brazoria County, TX	September 8, 2016	Instrument No. 2016043786
Matagorda County, TX	September 1, 2016	Instrument #2016-4773
BOEM	September 6, 2016*	OCS 00020, OCS 00127, OCS 00128, OCS 00129, OCS 00130, OCS 00132, OCS 00133, OCS 00134, OCS 00174, OCS 00180, OCS 00181, OCS 00182, OCS 00820, OCS 00838, OCS 00839, OCS-G 01497, OCS-G 01498, OCS-G 01580, OCS-G 01757, OCS-G 02311, OCS-G 02600, OCS-G 09524, OCS-G 10687, OCS-G 13645, OCS-G 13943, OCS-G 13944, OCS-G 14456 and OCS-G 19843
BOEM	July 10, 2018*	OCS-G 15441, OCS-G 15445, OCS-G 19966, OCS-G 21817, OCS-G 27278, OCS-G 28022, OCS-G

<u>Recording Jurisdiction</u>	<u>Date Recorded</u>	<u>Recording Information</u>
		28030, OCS-G 33757 and OCS-G 34536

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

5. Fourth Supplement and Amendment to Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (LC Facility) dated effective as of July 9, 2018 from Fieldwood Energy LLC, GOM Shelf LLC (together the "Original Mortgagor"), Fieldwood Energy Offshore LLC, Bandon Oil and Gas, LP, and Dynamic Offshore Resources NS, LLC to Citibank, N.A., as Resigning Collateral Agent, and to Peter Graf, Trustee for the benefit of Cantor Fitzgerald Securities, as Substitute Collateral Agent.

<u>Recording Jurisdiction</u>	<u>Date Recorded</u>	<u>Recording Information</u>
Baldwin County, AL	July 12, 2018	File No. 1707454
Mobile County, AL	July 12, 2018	File No. 2018040025, Book: LR 7658, Page 25
Cameron Parish, LA	July 13, 2018	MOB File No. 343620
Iberia Parish, LA	July 13, 2018	File No. 2018-00006440, Book 1817, Page 540
Jefferson Parish, LA	July 12, 2018	File No. 11834919, MB 4787, Page 428
Lafourche Parish, LA	July 13, 2018	Instrument # 1261940, Book 1910, Page 157;
Plaquemines Parish, LA	July 13, 2018	File # 2018-00002565, Book 732, Page 134
St. Bernard Parish, LA	July 13, 2018	File No. 618094, Book 1874, Page 752
St. Mary Parish, LA	July 13, 2018	File No., 344664 Book 1542, Page 178
Terrebonne Parish, LA	July 16, 2018	File # 1562551, Book 3012, Page 537
Vermilion Parish, LA	July 17, 2018	MO # 2018005527
Hancock County, MS	July 19, 2018	Deed of Trust, Book 2018, Page 15082
Harrison County, MS (1)	July 16, 2018	Instrument #2018-6032-T-J1
Harrison County, MS (2)	July 24, 2018	Instrument #2018-2162-T-J2
Jackson County, MS	July 13, 2018	#201813273, Book: 26, Pages: 100-144
Aransas County, TX	July 18, 2018	File No. 0000362680
Brazoria County, TX	July 16, 2018	Instrument No. 2018035764
Calhoun County, TX	July 16, 2018	File No. 2018-02368
Chambers County, TX	July 13, 2018	File No. 2018-133859
Galveston County, TX	July 16, 2018	Document No. 2018042269
Jefferson County, TX	July 23, 2018	File No. 2018025941
Kenedy County, TX	July 18, 2018	Volume 71, Pages 109-153 Doc. # 00011549
Kleberg County, TX	July 18, 2018	No. 315283
Matagorda County, TX	July 17, 2018	Instrument No. 2018-4275

<u>Recording Jurisdiction</u>	<u>Date Recorded</u>	<u>Recording Information</u>
Nueces County, TX	July 16, 2018	File No. 2018030533
San Patricio County, TX	July 18, 2018	679507 DT
BOEM	July 16, 2018*	See Attachment B

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

6. Fifth Supplement and Amendment to Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (First-Out Facility) dated as of July 19, 2019 from Fieldwood Energy LLC, GOM Shelf LLC, Fieldwood Energy Offshore LLC, Bandon Oil and Gas, LP, and Dynamic Offshore Resources NS, LLC in favor of Cantor Fitzgerald Securities, as Collateral Agent and in favor of Peter Graf, as Trustee.

<u>Recording Jurisdiction</u>	<u>Date Recorded</u>	<u>Recording Information</u>
Baldwin County, AL	August 13, 2019	File No. 1777838
Mobile County, AL	August 13, 2019	File No. 2019046968, Pages 1 of 50 Doc: MAMD
Cameron Parish, LA	July 22, 2019	File No. 345965
Iberia Parish, LA	July 22, 2019	File No. 2019-00006258, Book 1864, Page 669
Jefferson Parish, LA	July 22, 2019	File No. 11934420, MB 4837, Page 364
Lafourche Parish, LA	July 22, 2019	Instrument #1280528, Book 1981, Page 675
Plaquemines Parish, LA	July 22, 2019	File # 2019-00002318, Book 750, Page 395
St. Bernard Parish, LA	July 22, 2019	File No. 625499 Book 1908, Page 135
St. Mary Parish, LA	July 22, 2019	File No. 348432 Book 1569, Page 584
Terrebonne Parish, LA	July 22, 2019	File # 1585450, Book 3087, Page 773
Vermilion Parish, LA	July 22, 2019	MO # 2019005324
Hancock County, MS	July 22, 2019	Deed of Trust, Book 2019, Page 16089-16134
Harrison County, MS (1)	July 22, 2019	Instrument #2019 6103 T-J1
Harrison County, MS (2)	July 22, 2019	Instrument #2019 2103 T-J2
Jackson, County, MS	July 22, 2019	#201915949, Book: 27, Pages: 438-483
Aransas County, TX	July 23, 2019	File No. 0000369186
Brazoria County, TX	July 26, 2019	Instrument No. 2019035759
Calhoun County, TX	July 23, 2019	File No. 2019-02508
Chambers County, TX	July 24, 2019	File No. 2019-144471
Galveston County, TX	July 23, 2019	Document No. 2019039419
Jefferson County, TX	July 23, 2019	File No. 2019024657
Kenedy County, TX	July 23, 2019	Volume 72, Pages 781-827, Doc. # 00011698
Kleberg County, TX	July 23, 2019	No. 319045
Matagorda County, TX	July 23, 2019	Document No. 3928

<u>Recording Jurisdiction</u>	<u>Date Recorded</u>	<u>Recording Information</u>
Nueces County, TX	July 23, 2019	File No. 2019029386
San Patricio County, TX	July 23, 2019	Doc. # 690347
BOEM	July 22, 2019*	See Attachment C

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

7. Sixth Supplement and Amendment to Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (First-Out Facility) dated effective as of April 13, 2020 from Fieldwood Energy LLC, GOM Shelf LLC, Fieldwood Energy Offshore LLC, Bandon Oil and Gas, LP, and Dynamic Offshore Resources NS, LLC in favor of Cantor Fitzgerald Securities, as Collateral Agent and in favor of Peter Graf, as Trustee.

<u>Recording Jurisdiction</u>	<u>Date Recorded</u>	<u>Recording Information</u>
Jefferson County, TX	April 17, 2020	#202001191
Terrebonne Parish, LA	May 8, 2020	File No. 1602467, Book 3149, Page 308
Vermilion Parish, LA	April 16, 2020	#2020002644
BOEM Non-Required Files	April 16, 2020*	OCS-G 01192, OCS-G 05889, OCS-G 05900, OCS-G 06280, OCS-G 12209, OCS-G 14668, and OCS-G 34539

* Date submitted to BOEM Adjudication Section for filing in Non-Required Files.

8. Assignment of Mortgages and Amended and Restated Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement (First Lien) dated as of August 27, 2021 from QuarterNorth Energy LLC, as Mortgagor, in favor of Joe Powell, as Trustee, for the benefit of Goldman Sachs Bank USA, as Mortgagee and as Collateral Agent.

<u>Recording Jurisdiction</u>	<u>Date Recorded</u>	<u>Recording Information</u>
Cameron Parish, LA	September 3, 2021	Mortgage #350549
Iberia Parish, LA	September 7, 2021	Mortgage Book 1976, Page 514, File #2021-00007761
Jefferson Parish, LA	October 1, 2021	Mortgage Book 4954, Page 142, Inst. 12154281
Lafourche Parish, LA	September 29, 2021	Mortgage Book 2171, Page 553, Inst #1323257
Plaquemines Parish, LA	September 14, 2021	Mortgage Book 802, Page 969, File #2021-00003737
St. Bernard Parish, LA	October 6, 2021	Mortgage Book 2006, Page 1, File #645018
St. Mary Parish, LA	September 7, 2021	Mortgage Book 1634, Page 400, File #356399
Terrebonne Parish, LA	September 30, 2021	Mortgage Book 3286, Page 185, File #1635034
Vermilion Parish, LA	September 2, 2021	MO - 2021008183
Aransas County, TX	September 2, 2021	#385630

Brazoria County, TX	August 30, 2021	Instrument #2021056989
Calhoun County, TX	August 30, 2021	#2021-03620
Chambers County, TX	August 30, 2021	#2021-172045
Galveston County, TX	August 30, 2021	Instrument #2021063170
Jefferson County, TX	September 8, 2021	#2021031402
Kenedy County, TX	September 2, 2021	Vol 76, Page 77, Document #00012001
Kleberg County, TX	September 3, 2021	Instrument #327532
Matagorda County, TX	September 2, 2021	Document #6111
Nueces County, TX	September 2, 2021	Instrument #2021045981
San Patricio County, TX	September 2, 2021	Instrument #714309
Hancock County, MS	September 20, 2021	Deed of Trust Book 2021, Page 31964
Harrison County #1 (Gulfport), MS	September 2, 2021	Instrument 2021-11229-T-J1
Harrison County #2 (Biloxi), MS	September 2, 2021	Instrument 2021-4029-T-J2
Jackson County, MS	September 10, 2021	Book 29, Page 251, #202123939
Baldwin County, AL	September 1, 2021	#1940669
Mobile County, AL	September 3, 2021	Inst. #2021057813

9. Multiple Indebtedness Mortgage. Deed of Trust. Assignment of As-Extracted Collateral. Security Agreement. Fixture Filing and Financing Statement (First Lien) dated as of August 27, 2021 from QuarterNorth Energy LLC, as Mortgagor, in favor of Joe Powell, as Trustee, for the benefit of Goldman Sachs Bank USA, as Mortgagee and as Collateral Agent.

<u>Recording Jurisdiction</u>	<u>Date Recorded</u>	<u>Recording Information</u>
Cameron Parish, LA	September 3, 2021	Mortgage #350550
Iberia Parish, LA	September 7, 2021	Mortgage Book 1976, Page 600, File #2021-00007762
Jefferson Parish, LA	October 1, 2021	Mortgage Book 4954, Page 150, Inst. 12154289
Lafourche Parish, LA	September 29, 2021	Mortgage Book 2171, Page 639, Inst #1323258
Plaquemines Parish, LA	September 14, 2021	Mortgage Book 802, Page 1055, File #2021-00003738
St. Bernard Parish, LA	October 6, 2021	Mortgage Book 2006, Page 87, File #645019
St. Mary Parish, LA	September 7, 2021	Mortgage Book 1634, Page 486, File #356400
Terrebonne Parish, LA	September 30, 2021	Mortgage Book 3286, Page 271, File #1635035
Vermilion Parish, LA	September 2, 2021	MO-2021008184
Aransas County, TX	September 2, 2021	#385631
Brazoria County, TX	August 30, 2021	Instrument #2021057022

Calhoun County, TX	August 30, 2021	#2021-03619
Chambers County, TX	August 30, 2021	#2021-172047
Galveston County, TX	August 30, 2021	Instrument #2021063174
Jefferson County, TX	September 8, 2021	#2021031403
Kenedy County, TX	September 2, 2021	Vol 76, Page 162, Document #00012002
Kleberg County, TX	September 3, 2021	Instrument # 327533
Matagorda County, TX	September 2, 2021	Document #6112
Nueces County, TX	September 2, 2021	Instrument #2021045993
San Patricio County, TX	September 2, 2021	Instrument #714310
Hancock County, MS	September 20, 2021	Deed of Trust Book 2021, Page 32050
Harrison County #1 (Gulfport), MS	September 2, 2021	Instrument 2021-11238-T-J1
Harrison County #2 (Biloxi), MS	September 2, 2021	Instrument 2021-4030-T-J2
Jackson County, MS	September 10, 2021	Book 29, Page 337, #202123940
Baldwin County, AL	September 1, 2021	#1940759
Mobile County, AL	September 3, 2021	Inst. #2021057814