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RECORDATION NO. W190 FILE

MAY 26 2016 -11 :35 AM

SURFACE TRANSPORTATION BOARD

May 19, 2016

Via FedEx

Surface Transportation Board
395 E Street, SW
Washington, DC 20024

Re: Comerica Bank/Baywater Drilling, LLC
File No. 3134-1734

Ladies and Gentlemen:

I am enclosing herewith (a) Louisiana Ship Mortgage and Security Agreement, consisting of 21 pages, (b) our firm check in the amount of \$43 for the required filing fees, and (c) an envelope addressed to me.

When this document has been recorded, please return the acknowledgment copy (copy of the document is attached) to me in the enclosed envelope.

Please call me at the number above, if you have any questions or if there are any difficulties. Thank you.

Very truly yours,



Bee Archaphorn, Paralegal

Enclosures

cc: Will Tran, Esq. (of the firm)

**LOUISIANA SHIP MORTGAGE AND
SECURITY AGREEMENT**

MAY 26 2016 -11 :35 AM

SURFACE TRANSPORTATION BOARD

THIS LOUISIANA SHIP MORTGAGE AND SECURITY AGREEMENT (as the same may hereafter be restated, amended, supplemented or otherwise modified, this "Security Agreement") dated as of May 17, 2016, is made between Baywater Drilling, LLC, a Delaware limited liability company ("Debtor"), and Comerica Bank, a Texas banking association, as the Administrative Agent for the Lenders (as defined below) ("Secured Party"), who agree as follows:

RECITALS:

A. Debtor has entered into that certain Revolving Credit Agreement dated as of August 2, 2013 (as restated, amended, supplemented or otherwise modified from time to time, the "Credit Agreement") with each of the financial institutions party thereto (collectively, together with their respective successors and assigns, the "Lenders") and Secured Party pursuant to which the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to extend or to continue to extend financial accommodations to Debtor, including without limitation, a Revolving Credit Aggregate Commitment (as defined in the Credit Agreement) of up to \$45,000,000 (the "Loan"), as provided therein.

B. The Loan is evidenced by (i) that certain Amended and Restated Revolving Credit Note, in the original principal amount of \$35,000,000, made by Debtor and payable to the order of Comerica Bank, (ii) that certain Revolving Credit Note, in the original principal amount of \$10,000,000, made by Debtor and payable to the order of IberiaBank and (iii) that certain Swing Line Note, in the original principal amount of \$2,500,000, made by Debtor and payable to the order of Comerica Bank (as each may be restated, amended, supplemented or otherwise modified, collectively the "Notes").

C. In order to secure the payment and performance of the Indebtedness (as defined in the Credit Agreement), the Loan and other obligations of Debtor to Lenders and Secured Party under the Loan Documents (as defined in the Credit Agreement), Debtor agrees to execute and deliver this Security Agreement and to grant a continuing security interest in and to the Collateral (as hereinafter defined) pursuant to the Louisiana Ship Mortgage Law, La. R.S. 9:5521, et seq. (the "Act") and Chapter 9 of the Louisiana Commercial Laws, La. R.S. 10:9-101, et seq. (the "UCC", provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interests (as hereinafter defined) in any Collateral (as hereinafter defined) is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Louisiana, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection).

AGREEMENT**ARTICLE 1.****GENERAL**

Section 1.01 Terms Defined Above. As used in this Security Agreement, the capitalized terms defined in the preamble and recitals above shall have the respective meanings indicated above.

Section 1.02 Certain Definitions. Unless otherwise defined in this Security Agreement, all capitalized terms used herein shall have the respective meanings provided therefor in the Credit Agreement. As used in this Security Agreement, the following terms shall have the respective meanings as indicated, unless the context otherwise requires:

"**Collateral**" shall have the meaning provided in Section 2.01 hereof.

“**Components**”, in accordance with La. R.S. 9:5522(h), shall mean all parts and components of the Vessel which form a part of the Vessel.

“**Equipment**” shall mean any and all “equipment” as defined under the UCC installed on the Vessel, including but not limited to all additions, accessories, parts, attachments, and special tools now or hereafter affixed thereto or used in connection therewith, and all replacements thereof and substitutions therefor.

“**Financing Statement(s)**” shall mean all UCC-1 financing statements now or hereafter executed by Debtor in connection with this Security Agreement.

“**Materials**”, in accordance with La. R.S. 9:5522(g), shall mean all materials, all items of machinery, and all items of equipment, including but not limited to engines and gears, which form a part of the Vessel.

“**Obligations**” shall mean the Indebtedness (whether at stated maturity, by acceleration or otherwise), including without limitation, the Notes, the Loan, and all obligations of Debtor to Secured Party for payment of all sums hereafter loaned, paid out, expended or advanced by or for the account of the Secured Party and the Lenders under the terms of this Security Agreement, the Credit Agreement, or the other Loan Documents in connection with the Vessel.

“**Person**” shall mean a natural person, corporation, limited liability company, partnership, limited liability partnership, trust, incorporated or unincorporated organization, joint venture, joint stock company, firm or association or a government or any agency or political subdivision thereof or other entity of any kind.

“**Preferred Ship Mortgage**” shall mean that certain Supplemented and Restated Preferred Ship Mortgage dated as of March 16, 2016, by Debtor to Comerica Bank, as Administrative Agent for and on behalf of Lenders, as amended, supplemented, amended and restated, supplemented and restated or otherwise modified from time to time.

“**Security Interests**” shall mean the security interests and liens in the Collateral granted hereunder securing the Loan and other Obligations.

“**Vessel**” shall mean both individually and collectively the vessels, (i) rig BARGE BAYOU BLACK, a 192’ x 42’ x 14’, 1,000 HP Inland barge Workover Unit, owned by Baywater Drilling, LLC, built in 1997, once bearing US Coast Guard official number 1133405, and (ii) rig BARGE BAYOU BLUE, a 196’ x 53’ x 12’, 1,000 HP Inland Barge Workover Unit, owned by Baywater Drilling, LLC, built in 1997, once bearing U.S. Coast Guard official number 1133406.

ARTICLE 2.

SECURITY INTEREST

Section 2.01 Grant of Security Interest. Debtor hereby grants and confirms that it has granted to Secured Party a continuing security interest in and first lien upon all of Debtor’s right, title and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising (collectively, the “Collateral”):

- (a) the Vessels and all their Materials, Components, Equipment, all other related materials, machinery, accessories and any substitutions therefor, whether now existing or hereafter acquired;
- (b) all cash and noncash proceeds of any and all property described in this Section 2.01, including without limitation, all equipment, mobile goods, inventory, general intangibles, instruments, chattel paper, documents or accounts (as each of those terms are defined under the UCC) and all other property of any kind, nature and description which are acquired with any cash proceeds; and

- (c) all income, revenue, rents, profits, products, additions to, substitutions for and accessions of any and all property described in this Section 2.01.

Section 2.02 Obligations Secured. The Security Interests in and general lien upon the Collateral is granted to Secured Party to secure payment and/or performance by Debtor to Secured Party of the Loan and other Obligations.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor warrants and represents to Secured Party as follows:

Section 3.01 Due Authorization. The Debtor is not in violation of any terms of its Certificate of Formation or its Amended and Restated Limited Liability Company Agreement, or, of any material term of any agreement, indebtedness, instrument, judgment, decree, franchise, permit, order, law, statute, rule or governmental regulation presently applicable to it; and the execution, delivery and performance by the Debtor of this Security Agreement and the Credit Agreement and the consummation by the Debtor of the transactions contemplated hereby and thereby (a) have been duly authorized by all necessary action on the part of the Debtor, (b) do not require any manager or member approval or the consent of any trustee or holder of any indebtedness or obligation of the Debtor (or, if so required, such approval or consent has been obtained), (c) under present law do not and will not result in any material violation of its Certificate of Formation, or its Amended and Restated Limited Liability Company Agreement or any agreement, instrument, judgment, decree, franchise, permit, order, law, statute, rule or governmental regulation applicable to it, and (d) are not in conflict with and do not constitute a default under any term or any provision of, or subject the Vessels or any part thereof to any lien, or any indenture, mortgage, material lease, material contract or other financing agreement or instrument (other than this Security Agreement, the Credit Agreement and the other Loan Documents and as permitted hereunder and thereunder) to which the Debtor is a party or by which it or its property is bound or affected, where such conflict or default could reasonably be expected to have a Material Adverse Effect. The execution, delivery, and performance by the Debtor of this Security Agreement and the Credit Agreement do not or will not require any consent, authorization, or approval of, or any filing (except for the filing of (i) a Financing Statement with the Secretary of State of the State of Delaware and with the Clerk of Court of the Parish of Terrebonne, State of Louisiana and (ii) this Security Agreement with the United States Surface Transportation Board) or registration with, or the taking of any other action in respect of, any federal, state, or other governmental authority or agency or if so required the same have been obtained or made.

Section 3.02 Authority. The Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware with power and authority to conduct its business as such business is presently being conducted, to own or hold its properties and to enter into and perform its obligations under this Security Agreement and the Credit Agreement. The Debtor is duly qualified to do business and is in good standing as a foreign entity in all states where its failure to so qualify would have a Material Adverse Effect. Debtor has the requisite limited liability power and authority and the legal right to execute and deliver, to perform its obligations, and to grant the Security Interest and has taken all necessary action to authorize its execution, delivery and performance, and grant of the Security Interests, all pursuant to the terms and conditions of this Security Agreement.

Section 3.03 Title to Collateral. Debtor has good and marketable title to the Collateral subject to no Liens or claims of others except Liens permitted by Section 4.05 hereof or by the Credit Agreement. No security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as has been filed in favor of Secured Party, pursuant to this Security Agreement or the other Loan Documents.

Section 3.04 Debtor's Taxpayer Identification Number. Debtor's federal taxpayer identification number is 90-0976693.

Section 3.05 Vessel Characteristics. The Vessels' specifics and identifying characteristic are addressed above in the definition of Vessel in Section 1.02, and further set forth in the vessel brochures attached hereto as *Exhibits A and B*.

Section 3.06 Name. The legal name of Debtor as it appears in its certificate of formation is as it appears in the introductory paragraph of this Security Agreement.

Section 3.07 Debtor's Name. As of the date hereof Debtor has not, except as set forth in *Schedule 3.07*, during the preceding five years, (a) entered into any contract, agreement, security instrument, or other document using a name other than, or otherwise used any name other than, the name used by Debtor herein, (b) changed its respective organizational form or its jurisdiction of organization, or (c) become the successor by merger, consolidation, change in form, nature or jurisdiction of organization or otherwise of any other Person.

Section 3.08 Chief Executive Office. The chief executive office of the Debtor is located at 668 South Hollywood Road, Houma, Louisiana 70360.

Section 3.09 Records Location. Any and all books or records maintained by Debtor pertaining to any Collateral are located at Debtor's Chief Executive Office as described in Section 3.08 hereof.

Section 3.10 Filing Location. When the Financing Statement(s) have been filed in the offices of the Secretary of State of the State of Delaware and the Clerk of Court of the Parish of Terrebonne, State of Louisiana and when this Security Agreement has been filed with the United States Surface Transportation Board, the Security Interests shall constitute perfected first priority security interests in the Collateral, except for Permitted Liens and Liens permitted by Section 8.2 of the Credit Agreement.

Section 3.11 Bulk Sales. None of the Collateral is subject to claims of creditors pursuant to the bulk sales law of any state.

Section 3.12 Condition of Collateral. The Vessels, Materials, Components, and Equipment are in good condition (subject to ordinary wear and tear) and, as of the date hereof, are free from damage caused by fire or other casualty.

Section 3.13 Litigation. Except as provided in the Credit Agreement, there is no suit, action, proceeding, including, without limitation, any bankruptcy proceeding or governmental investigation pending against or to the knowledge of the Debtor, threatened against any Credit Party (other than any suit, action or proceeding in which a Credit Party is the plaintiff and in which no counterclaim or cross-claim against such Credit Party has been filed), or any judgment, decree, injunction, rule, or order of any court, government, department, commission, agency, instrumentality or arbitrator outstanding against any Credit Party, nor is any Credit Party in violation of any applicable law, regulation, ordinance, order, injunction, decree or requirement of any governmental body or court which could in any of the foregoing events reasonably be expected to have a Material Adverse Effect.

Section 3.14 Enforceability of Agreement and Loan Documents. This Security Agreement and the Credit Agreement have been duly executed and delivered by the Debtor, and, each constitutes a legal, valid and binding agreement of the Debtor enforceable against the Debtor in accordance with its terms, except as enforcement of remedies may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and, to the extent that certain remedies require or may require enforcement by a court of equity, by such principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) as a court having jurisdiction may impose and by laws which may affect some of such remedies.

ARTICLE 4.
DEBTOR'S COVENANTS

Debtor covenants and agrees at all times as follows:

Section 4.01 Debtor is and shall continue to be a citizen of the United States entitled to own and operate the Vessels in the coastwise trade under their Certificate of Documentation, or other accepted form of state vessel registry; and all action necessary for the execution, delivery and validity of this Security Agreement has been duly taken. If a corporation or other business entity, Debtor is duly organized and is and shall continue in good standing under the laws of the State where incorporated or organized and authorized to do business and in good standing in any other State wherein Debtor regularly does business except where its failure to be so authorized and in good standing would have a Material Adverse Effect. The Debtor, at its expense, will use all commercially reasonable efforts to cause the Vessels to be duly documented or registered in the name of the Debtor with the United States Coast Guard, National Vessel Documentation Center, or state registry where located and operated, and entitled to engage in operations conducted by the Debtor, and following such documentation or registration the Debtor will, at its expense, cause the Vessels to remain so documented or registered.

Section 4.02 Debtor lawfully owns and possesses the whole (100%) of the Vessels free from all liens and encumbrances whatsoever, except for Permitted Liens (as defined below) and Liens permitted by Section 8.2 of the Credit Agreement, and shall warrant and defend title to and possession of all and every part thereof for the benefit of Secured Party against all Persons whomsoever. Debtor shall continue to lawfully own and possess the whole (100%) of the Vessels free from all liens and encumbrances whatsoever, except for Permitted Liens (as defined below) and Liens permitted by Section 8.2 of the Credit Agreement. In the event any lien or claim not permitted hereunder shall attach to, or be asserted against, any Vessel or any portion thereof, Debtor shall insure that such lien or claim shall be promptly discharged or, if not discharged, Debtor shall upon the earlier to occur of (a) five Business Days of the Secured Party's request to Debtor and (b) sixty (60) days of such attachment or assertion, make such payments, post such bonds or take such other similar action as to have such attached or asserted lien or claim removed or released.

Section 4.03 Section 8 of Article I of the Preferred Ship Mortgage is hereby incorporated into this Agreement, *mutatis mutandis*, as a part hereof with respect to the Vessels.

Section 4.04 Debtor shall comply with and not permit the Vessels to be operated contrary to any provision of the laws, treaties, conventions, rules, regulations or orders of the United States, any State and/or any other jurisdiction wherein operated, and/or of any department or agency thereof, nor remove the Vessels from the limits of the United States save on voyages with the intent of returning, nor abandon the Vessels in any foreign port. Debtor shall do everything necessary to establish and maintain this Security Agreement as a FIRST PREFERRED SHIP MORTGAGE and valid security interest on said Vessels. The Vessels may be operated only within the geographical limits and other requirements of the marine insurance covering the Vessels.

Section 4.05 Neither the Debtor, Secured Party, nor master of any Vessel has or shall have any right, power or authority to create, incur or permit to be placed or imposed on the Vessels any lien whatsoever other than (i) in favor of the Secured Party, (ii) liens for crew's wages (including wages of the master of any Vessel) or (iii) liens for salvage (including contract salvage) and general average, (iv) shipyard liens and other liens arising by operation of law in the ordinary course of business in operating, maintaining or repairing the Vessel, (v) liens on any Vessel for wages of a stevedore, when employed directly by a person listed in 46 U.S.C. §31341, (vi) liens related to the supply of necessaries (within the meaning of 46 U.S.C. §31301) to any Vessel; (vii) liens for damages arising from maritime torts which are covered by insurance and any deductible applicable thereto, or in respect of which a bond or other security has been posted on behalf of the Debtor with the appropriate court or other tribunal to prevent the arrest or secure the release of the Vessel from arrest, and (viii) liens for charters or subcharters, or leases or subleases that are subordinate to the Secured Party's lien (collectively, "Permitted Liens") and other than Liens permitted by Section 8.2 of the Credit Agreement.

Section 4.06 Debtor shall place and keep notice of this Security Agreement prominently in the pilot house (if any), chart room or master's cabin or elsewhere on the Vessels as specified by Secured Party, and shall keep a proper copy hereof with the ship's papers and exhibit the same to all persons having business with the Vessels, and to Secured Party on demand.

Section 4.07 Debtor shall pay when due all taxes, assessments, governmental charges, fines and penalties imposed upon the Vessels in accordance with the Credit Agreement. Debtor shall at its own expense at all times maintain the Vessels in good condition, thorough repair and working order (subject to ordinary wear and tear) and shall make all proper renewals and replacements and shall maintain the seaworthiness of the Vessels and will cause the Vessels to be kept fully equipped and such equipment to be kept in good condition, thorough repair and working order (subject to ordinary wear and tear).

Section 4.08 If the Vessels shall be libeled, attached, detained, seized or levied upon or taken into custody under process or under color of any authority ("Adverse Action"), Debtor shall forthwith notify Secured Party and the Lenders by telegram or telefax or email of such Adverse Action, confirmed by letter within 72 hours, and thereafter immediately proceed to contest or arrange for dismissal or discharge or release of such Vessel or Vessels, as applicable, therefrom; and in any event, upon the earlier to occur of (a) five Business Days of the Secured Party's request to Debtor and (b) sixty (60) days of such Adverse Action, make such payments, post such bonds or take such other similar action as to have such Adverse Action removed or released.

Section 4.09 Debtor shall afford to Secured Party and the Lenders or its authorized representatives at all reasonable times, and shall cause any charterer or operator of each Vessel, to afford to Secured Party and the Lenders at all reasonable times, the opportunity to inspect the Vessel, as well as its cargo and papers; the opportunity to examine and make copies of the related accounts and records of the Debtor and charterer with respect to the Vessel and the opportunity to discuss the Vessel as well as said accounts and records of the Debtor and/or charterer, all at such reasonable times and intervals as the Secured Party may determine; and Debtor shall certify quarterly in writing or monthly, upon the request of Secured Party, that all wages, salvage, and all other claims whatsoever which might have given rise to a lien (maritime or otherwise, inchoate or recorded) upon the Vessel, have been paid.

Section 4.10 Debtor shall not, without prior written consent of Secured Party, sell, enter into a charter or lease on a bareboat or demise basis, until Debtor's Obligations are fully and indefeasibly paid and performed. Debtor shall not, without the prior written consent of the Secured Party, change the flag of any of the Vessels or register the Vessels (i) in any state other than the State of Louisiana or (ii) with any other Governmental Authority other than the United States Coast Guard, National Vessel Documentation Center.

Section 4.11. From time to time, Debtor shall execute and deliver such other and further instruments and assurances in the opinion of Secured Party's counsel may reasonably be required to subject the Vessels more effectually to the Security Interest hereof and to facilitate and insure performance by the Debtor of its obligations as herein provided, and in the case of an Event of Default to effectuate sales as provided in Section 5.02 hereof.

Section 4.12. To the extent permitted by law, Debtor agrees to pay certain late charges and to pay certain court costs and attorney fees as provided in the Credit Agreement.

Section 4.13. Debtor shall not change its respective name, identity, entity type or jurisdiction of organization, or identification number in any manner that might make any Financing Statement filed in connection with this Security Agreement seriously misleading within the meaning of Section 9-506 of the UCC unless Debtor shall have given the Secured Party thirty (30) days prior written notice with respect to any change in such Debtor's entity type, structure, jurisdiction of organization, name or identity and shall have taken all action deemed reasonably necessary by the Secured Party under the circumstances to protect its Liens and the perfection and priority thereof.

Section 4.14. Debtor shall make such reports, as Secured Party may reasonably require with regard to the Vessels, including but not limited to, the use, operation, location and condition of the Vessels.

ARTICLE 5.
DEFAULT AND ASSOCIATED REMEDIES

Section 5.01 The occurrence of an Event of Default (under and as defined in the Credit Agreement) shall constitute an "Event of Default" hereunder.

Section 5.02 If any Event of Default shall have occurred and be continuing, the Secured Party shall have the following rights and remedies subject to the direction and/or consent of the Lenders as required under the Credit Agreement:

- (a) The Secured Party may exercise any of the rights and remedies set forth in this Security Agreement, in the Credit Agreement, or in any other Loan Document, or by applicable law;
- (b) In addition to all other rights and remedies granted to the Secured Party in this Security Agreement, the Credit Agreement or by applicable law, the Secured Party shall have all of the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Collateral);
- (c) The Secured Party may recover judgment for any amount due under the Credit Agreement or hereunder and collect all earned charter hire and freight monies relating to services performed by the Vessels, if any, Debtor hereby assigning to Secured Party such earned charter hire and freight monies then owing;
- (d) The Secured Party may set off Debtor's liability against deposits or other personal property of Debtor held by Secured Party pursuant to Section 9.6 of the Credit Agreement;
- (e) The Secured Party may require the Debtor to make available to the Secured Party the Vessels mortgaged hereunder and all records relating thereto at any place specified by the Secured Party;
- (f) The Secured Party may retake the Vessels mortgaged hereunder with or without legal process at any time, to the extent permitted law, wherever the same may be, and, without being responsible for loss or damage (except any loss or damage caused by the gross negligence or willful misconduct of the Secured Party), hold and in Secured Party's or in Debtor's name lease, charter, operate or otherwise use said Vessels for such time and on such terms as Secured Party may deem advisable, being accountable for net profits, if any, and with the right to dock said Vessels free of charge at Debtor's premises or elsewhere at Debtor's expense;
- (g) The Secured Party may sell the Vessels mortgaged hereunder free from any claim by Debtor of any nature whatsoever, in such manner provided by law to the extent permitted by law and to the extent permitted by such law; such sale may be public or private (if authorized by law), by sealed bids or otherwise, by first publishing notice of any such sale for ten (10) consecutive days, except Sundays, in some newspaper published in the City of Houston, Texas and in some newspaper, if any, published at the place designated for such sale, and by mailing notice of such sale to the Debtor at its last known address at least fourteen (14) days prior to the date after which the sale may occur, and each such sale, if any, may be held at such place and at such time as the Secured Party in such notices may have specified, or may be adjourned by the Secured Party from time to time by announcement at the time and place appointed for such sale or for such adjourned sale, and without further notice or publication the Secured Party may make any such sale at the time and place to which the same shall be so adjourned; and each such sale, if any, may be conducted without bringing the Vessel or Vessels, as applicable, to the place designated for such sale and in such manner as the Secured Party may deem to be for its best advantage, and the Secured Party may become the purchaser at any such sale, and shall have the right to credit on the purchase price any or all sums of money due to the Secured Party under the Indebtedness. FOR SUCH PURPOSE, SECURED PARTY AND ITS AGENTS ARE

HEREBY IRREVOCABLY APPOINTED THE TRUE AND LAWFUL ATTORNEYS OF DEBTOR IN ITS NAME AND STEAD TO MAKE ALL NECESSARY TRANSFERS OF THE VESSELS THUS SOLD (SUCH POWER OF ATTORNEY IS COUPLED WITH AN INTEREST AND IRREVOCABLE). Nevertheless, the Debtor shall, if so requested by the Secured Party, ratify and confirm any such sale by executing and delivering to the purchasers of the Vessel or Vessels, as applicable, such proper bills of sale, conveyances, instruments of transfer and releases as may be designated in such request;

(h) The Secured Party may demand, collect, receive, compromise and sue for, so far as may be permitted by law, all freights, hire, earnings, issues, revenues, income and profits of the Vessels, from any Person whatsoever, and to make, give and execute in the name of the Debtor receipts, releases or other discharges for the same, whether under seal or otherwise, and to endorse and accept in the name of the Debtor all checks, notes, drafts, warrants, agreements and other instruments in writing with respect to the foregoing, or in respect of the actions in law or in equity, in contract or in negligence, against third parties, to file suit against said third parties for damage sustained by the Vessels while under the care and custody of said third parties and prosecute through judgment or settlement, the Secured Party to have assignments, all rights and remedies that would be afforded to the Debtor under principles and theories of privity, standing and jurisdiction. FOR SUCH PURPOSE, THE DEBTOR IRREVOCABLY APPOINTS THE SECURED PARTY ATTORNEY-IN-FACT IN THE NAME OF THE DEBTOR WITH FULL AUTHORITY IN THE PLACE AND STEAD OF THE DEBTOR (SUCH POWER OF ATTORNEY IS COUPLED WITH AN INTEREST AND IRREVOCABLE); and/or

(i) The Secured Party may manage, insure, maintain and repair all or any part of the Vessels and to employ or lay up all or any part of the Vessels in such manner and for such period as Secured Party in its sole and absolute discretion deems expedient and in compliance with applicable law; do all acts and things incidental or conducive thereto and in particular to enter into such arrangements respecting all or any part of the Vessels, their insurance, management, maintenance, repair, classification and employment in compliance with applicable law in all respects as if Secured Party was the owner of all or part of the Vessels and without being responsible for any loss or damage thereby incurred except for Secured Party's gross negligence or willful misconduct.

Section 5.03 The net proceeds of any judicial or other sale, and any lease, charter, management, operation or other use of the Vessels by Secured Party, or any claim for damages, of any judgment, and any insurance received by Secured Party shall be applied by the Secured Party against the Indebtedness in the manner specified in the Credit Agreement and/or to be held by the Secured Party as cash collateral for the Indebtedness, as the Secured Party may direct in its sole discretion. Secured Party shall be entitled to collect any deficiency from Debtor in favor of Secured Party for any other indebtedness of Debtor to Secured Party. Any surplus thereafter remaining shall belong to and be paid, or returned, to the Debtor.

Section 5.04 In any suit, Secured Party shall be entitled to obtain appointment of a receiver of the Vessels mortgaged hereunder and the earnings thereof, who shall have full rights and powers to use and operate said Vessels and to obtain a decree ordering and directing the sale and disposition thereof.

Section 5.05 All advances and expenditures for repairs, insurance, taxes, payment of liens or other claims which the Debtor is obligated herein to provide, but fails to provide or which, Secured Party deems reasonably necessary or appropriate for the protection of the Vessels or the Security Interest granted by this Security Agreement, shall be an obligation hereunder payable by Debtor on demand with interest as set forth in the Credit Agreement and until paid shall be a debt of Debtor to Secured Party secured by the lien hereof. Secured Party shall have the right, whether prior to or after the occurrence of an Event of Default, at all reasonable times to inspect the Vessels mortgaged hereunder to determine their seaworthiness and general condition. Secured Party shall not be obligated to make any such advances or expenditures nor shall the making thereof relieve Debtor of any obligation or default with respect thereto.

Section 5.06. In the event the Vessels shall be arrested or detained by any officer, any court or by any other authority, Debtor hereby authorizes Secured Party, its officers, representatives and appointees, in the name of Debtor or Secured Party to receive or to take possession thereof and to defend any action and/or discharge any lien (maritime or otherwise, inchoate or recorded).

Section 5.07. In the event of foreclosure of this Security Agreement or the enforcement by the Secured Party of any other rights and remedies under this Security Agreement, the Debtor waives any right in respect to marshaling of assets which secure the Indebtedness or to require the Secured Party to pursue its remedies against any other assets or any other party which may be liable for any of the Indebtedness.

Section 5.08 Additional Remedies. (a) For the purposes of Louisiana executory process procedures, Debtor does hereby confess judgment in favor of Secured Party for the full amount of the Obligations. Debtor does by these presents consent, agree and stipulate that, upon the occurrence and during the continuance of an Event of Default, it shall be lawful for Secured Party, and Debtor does hereby authorize Secured Party, to cause all and singular the Collateral to be seized and sold under executory or ordinary process, at Secured Party's sole option, without appraisal, appraisal being hereby expressly waived, as an entirety or in parcels as Secured Party may determine, to the highest bidder, and otherwise exercise the rights, powers and remedies afforded herein and under applicable Louisiana law. Any and all declarations of fact made by authentic act before a Notary Public in the presence of two witnesses by a person declaring that such facts lie within its knowledge shall constitute authentic evidence of such facts for the purpose of executory process. Debtor hereby waives in favor of Secured Party (a) the benefit of appraisal as provided in Louisiana Code of Civil Procedure Articles 2332, 2336, 2723 and 2724, and all other laws conferring the same; (b) the demand and three (3) days delay accorded by Louisiana Code of Civil Procedure Articles 2639 and 2721; (c) the notice and seizure required by Louisiana Code of Civil Procedure Articles 2293 and 2721; (d) the three (3) days delay provided by Louisiana Code of Civil Procedure Articles 2331 and 2722; (e) the benefit of the other provisions of Louisiana Code of Civil Procedure Articles 2331, 2722 and 2723, not specifically mentioned above; (f) the benefit of the provisions of any other articles of the Louisiana Code of Civil Procedure not specifically mentioned herein; and (g) all rights of division and discussion with respect to the obligations secured hereby.

(b) In the event the Collateral, or any part thereof, is seized as an incident to an action for the recognition or enforcement of this Security Agreement by executory process, ordinary process, sequestration, writ of fieri facias, or otherwise, Debtor and Secured Party agree that the court issuing any such order shall, if petitioned for by Secured Party, direct the applicable sheriff to appoint as a keeper of the Collateral, Secured Party or any agent designated by Secured Party or any person named by Secured Party at the time such seizure is effected. This designation is pursuant to Louisiana Revised Statutes 9:5136-9:5140.2 and Secured Party shall be entitled to all the rights and benefits afforded thereunder as the same may be amended. It is hereby agreed that the keeper shall be entitled to receive as compensation from Debtor, in excess of its reasonable costs and expenses incurred in the administration or preservation of the Collateral, in an amount equal to Four Hundred And No/100 Dollars (\$400.00) per day, payable on a monthly basis, which compensation to such keeper shall also be secured by this Security Agreement. The designation of keeper made herein shall not be deemed to require Secured Party to provoke the appointment of such a keeper.

ARTICLE 6. **WAIVERS, AMENDMENTS, AND REMEDIES**

Section 6.01 No delay or omission of the Secured Party to exercise any right or remedy granted under this Security Agreement shall impair any such right or remedy or be construed to be a waiver of any Event of Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Secured Party, and then only to the extent specifically set forth in such writing.

Section 6.02 All rights and each and every power or remedy herein given to Secured Party shall be cumulative and shall be in addition to all powers, rights or remedies now or hereafter existing in admiralty, in equity, at law or by statute and shall be available and may be exercised as often as may be deemed expedient by Secured Party until all Indebtedness pursuant to the Credit Agreement have been paid by Debtor in full.

ARTICLE 7.
POSSESSION UNTIL DEFAULT

Section 7.01 Provided that no Event of Default has occurred and is continuing, Debtor shall be permitted to (a) retain actual possession and use of the Vessels, and (b) have the right, from time to time, in its discretion, and without application to the Secured Party, to dispose of, free from the Security Interests, any engines, boilers, machinery, rigging, anchors, cables, chains, tackle, apparel, furniture, fittings, tools, pumps, or equipment or any other appurtenances of any of the Vessels that are no longer useful, necessary, profitable or advantageous in the operation of such Vessel, after first or simultaneously replacing the same with engines, boilers, machinery, rigging, anchors, cables, chains, tackle, apparel, furniture, fittings, tools, pumps, or equipment or other appurtenances of substantially equal value as reasonably determined by the Debtor, which shall forthwith become subject to the Security Interests.

ARTICLE 8.
MISCELLANEOUS PROVISIONS

Section 8.01 Applicable Statutes. This Security Agreement shall be governed by the UCC and the Act, as in effect from time to time.

Section 8.02 Attachment of Security Interest. The parties hereto understand and acknowledge that, pursuant to La. R.S. 9:5525.A, the lien created by this Security Agreement shall attach to any work as and when performed, the Materials as and when delivered to any shipyard or other location where construction of or repairs to the Vessels occur and the Components as and when fabricated, and to the Vessels upon completion thereof. The parties hereto understand and further acknowledge that the Security Interest created by this Security Agreement shall attach to the Collateral in accordance with, and pursuant to, the UCC.

Section 8.03 Termination. Any security interest in the Collateral granted pursuant to this Security Agreement shall terminate upon the indefeasible payment in cash and performance of all of the Obligations and at such time Secured Party, at Debtor's sole cost and expense, shall execute and file such termination statements and other instruments as Debtor may request to acknowledge, perfect or effectuate such termination.

Section 8.04 Notices. All notices, communications and distributions hereunder shall be given or made to the following parties at the following addresses:

(a) If to Debtor, at

Baywater Drilling, LLC
668 South Hollywood Drive
Houma, Louisiana 70360
Telephone: (985) 850-3400
Attention: Jeff Soileau

(b) If to Secured Party, at

Comerica Bank
Energy Services Lending
5757 Memorial Drive, Suite 200
Houston, Texas 77007
Telephone No.: 713-506-2018

Fax No.: 713-507-2989
Attention: Bradley Kuhn

Section 8.05 Successors and Assigns. This Security Agreement shall be binding upon Debtor, Secured Party and their respective successors and assigns, and may be amended only by written instrument executed by Debtor and Secured Party, or their respective successors and assigns.

Section 8.06 Choice of Law. This Security Agreement and the security interest herein created shall be governed by the internal laws of the State of Louisiana without regard to such jurisdiction's conflict of laws principles; PROVIDED, HOWEVER, WITH RESPECT TO ANY MATTERS OTHER THAN THE SECURITY INTERESTS AND LIENS, THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS.

Section 8.07 Title to Articles and Sections. All titles or headings to articles, sections, or other divisions of this Security Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the content of such articles, sections or other divisions, such content being controlling as to the agreement between the parties hereto.

Section 8.08 Indemnity. The Debtor shall indemnify, defend and hold the Secured Party, and each Lender and each of their respective officers, directors, employees, counsel, agents and attorneys-in-fact (each, an "Indemnified Person") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses and disbursements (including reasonable attorneys' and paralegals' fees) of any kind or nature whatsoever **INCLUDING CLAIMS, DAMAGES, FINES, EXPENSES, LIABILITIES OR CAUSES OF ACTION OF WHATEVER KIND RESULTING FROM THE SECURED PARTY'S OR ANY LENDER'S OWN NEGLIGENCE**, which may at any time (including at any time following repayment of the Indebtedness and the termination, resignation or replacement of the Secured Party or replacement of any Lender) be imposed on, incurred by or asserted against any such Indemnified Person in any way relating to or arising out of this Security Agreement or any other Loan Document or any document relating to or arising out of or referred to in this Security Agreement or any other Loan Document, or the transactions contemplated hereby, or any action taken or omitted by any such Indemnified Person under or in connection with any of the foregoing, including with respect to any investigation, litigation or proceeding (including any bankruptcy proceeding or appellate proceeding) related to or arising out of this Security Agreement or the Indebtedness or the use of the proceeds thereof, whether or not any Indemnified Person is a party thereto (all of the foregoing, collectively, the "Indemnified Liabilities"); provided, that the Debtor shall have no obligation under this Section 8.08 to any Indemnified Person with respect to the Indemnified Liabilities to the extent resulting from the gross negligence or willful misconduct of such Indemnified Person. The agreements in this Section 8.08 shall survive payment of all other Indebtedness.

Section 8.09 Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of Secured Party in order to carry out the intentions of the parties hereto as nearly as may be possible; and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

Section 8.10 Counterparts. This Security Agreement may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained in any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8.11 Proceeds of Disposition; Expenses. The Debtor shall pay or reimburse the Secured Party within five (5) Business Days after demand for all reasonable costs and expenses (including reasonably attorney's and paralegal fees) incurred by it in connection with the enforcement, attempted enforcement, or preservation of any rights or remedies under this Security Agreement or any other Loan Document during the existence of an Event of Default or after acceleration of any of the Indebtedness (including in connection with any "workout" or restructuring regarding the Indebtedness, and including in any insolvency proceeding or appellate proceeding). The agreements in this Section

8.11 shall survive the payment in full of the Indebtedness. Notwithstanding the foregoing, the reimbursement of any fees and expenses incurred by the Lenders shall be governed by the terms and conditions of the Credit Agreement.

Section 8.12 (a) **WAIVER OF JURY TRIAL.** BOTH OF THE PARTIES HERETO IRREVOCABLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTES, WHETHER SOUNDING IN CONTRACT, IN TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH. BOTH OF THE PARTIES HERETO AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT EITHER PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS SECURITY AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(b) **WAIVER OF BOND.** DEBTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF EITHER PARTY HERETO IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS OR TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto, by and through their authorized representatives, have executed this Security Agreement as of the date first above written.

DEBTOR:

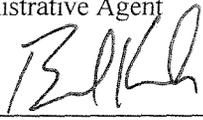
BAYWATER DRILLING, LLC

By: 

Jeffrey Soileau, Chief Financial Officer and
Vice President

SECURED PARTY:

COMERICA BANK,
as Administrative Agent

By:  _____
Bradley M. Kuhn
Assistant Vice President

ACKNOWLEDGMENT

STATE OF Louisiana

PARISH OF Terrebonne

BEFORE ME, the undersigned Notary Public, duly commissioned, qualified and empowered to act in and for the State and Parish aforesaid, personally came and appeared:

Jeffrey Soileau

to me known, who declared and acknowledged before me, Notary, and the undersigned competent witnesses, that he is the VP/CEO of Baywater Drilling LLC, that as such duly authorized agent, by and with the authority of the Board of Directors, he signed and executed the foregoing instrument, as the free and voluntary act and deed of Jeffrey Soileau, for and on behalf of Baywater Drilling LLC, and for the objects and purposes therein set forth.

THUS DONE AND PASSED in the State and Parish aforesaid, on this 10 day of May 2016, after due reading of the whole.

WITNESSES:

[Signature]

[Signature]
Heather Hunter

[Signature]
Lisa T. Williams

[Signature]

NOTARY PUBLIC

My Commission Expires: @ my Death



OFFICIAL SEAL
ROBERT C. TOUPS

#64697 - Notary Public
State of Louisiana/Parish of Terrebonne
Commissioned for Life

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Harris

BEFORE ME, the undersigned Notary Public, duly commissioned, qualified and empowered to act in and for the State and County aforesaid, personally came and appeared: Bradley Kuhn

to me known, who declared and acknowledged before me, Notary, and the undersigned competent witnesses, that he is a Asst. VP of Comerica Bank, that as such duly authorized agent, by and with the authority of Comerica Bank, he signed and executed the foregoing instrument, as the free and voluntary act and deed of Bradley Kuhn, and for the objects and purposes therein set forth.

THUS DONE AND PASSED in the State and County aforesaid, on this 17th day of May, 2016, after due reading of the whole.

WITNESSES:

[Signature]

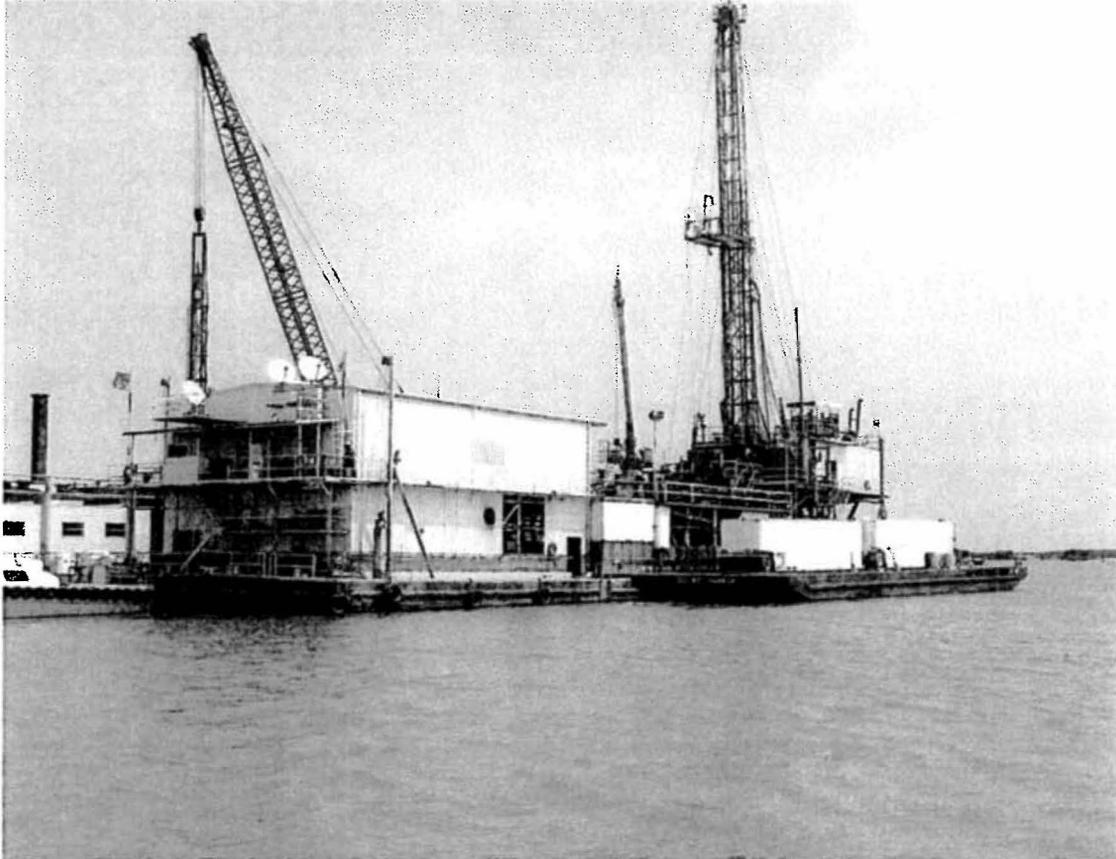
[Signature]
[Signature]

[Signature]
NOTARY PUBLIC
My Commission Expires: 4/18/2020



Exhibit A

BARGE BAYOU BLUE



668 South Hollywood Road
Houma, LA 70360
Phone: 985.850.3400
Fax: 985.850.6998

www.baywaterdrilling.com

GENERAL DESCRIPTION

RIG NAME: Barge Bayou Blue
RIG TYPE: 1,000 HP Inland Barge Workover Unit
MAXIMUM WATER DEPTH: 11'
LIGHT SHIP DRAFT: 5'
POLLUTION CONTROL: Zero Discharge
RIG HISTORY: Built in 1997. Refurbished in 2005.
Acquired by Baywater Drilling from Basic Marine Services (Rig 11) in March 2014.

MAJOR EQUIPMENT

DRAWWORKS:

Wilson 75 (1,000 HP) with 1½" drill line driven by two 550 HP Caterpillar C-15 diesel engines with National torque converters. Auxiliary brake is a Parmac V-80 hydromatic with a max pull of 280,000 lbs.

DERRICK AND TRAVELING EQUIPMENT:

Derrick: Wilson telescoping double 116' rated at 354,000 lbs
Hook: Wilson rated for 150 tons
Crown Block: Wilson with five 28" sheaves
Traveling Block: Sentry 150 ton capacity with four sheaves
Power Swivel: Bowen S-3.5

ROTARY TABLE:

National Oilwell Model 205 with 20.5" opening

MUD PUMPS:

1 Gardner Denver PZ-7 (550 HP) triplex mud pump driven by one 3412 (600 HP) Caterpillar diesel engine with torque converter.

1 Gardner Denver PAH (310 HP) triplex mud pump driven by one Detroit 60 Series diesel engine with torque converter.

MAIN POWER:

1 155 KW Caterpillar generator driven by 640 Detroit diesel engine
1 300 KW Morelli generator driven by Perkins 2200 series engine

KEY DIMENSIONS

Barge Length: 196'
Barge Width: 53'
Barge Depth: 12'
Drilling Slot: 10' x 52'6"
Rotary to End of Slot: 45'
In Transit Height: 57½'
Substructure to Deck: 17'
Rotary to Bulkhead: 7'6"

STORAGE CAPACITIES

Liquid Mud: 753 bbl
Drill Water: 5,700 bbl
Potable Water: 407 bbl
Diesel Fuel: 325 bbl
Sump Tank: 225 bbl

WELL CONTROL EQUIPMENT

7/16" 5,000 psi WP Annular BOP with H₂S trim
7/16" 5,000 psi WP Double Ram BOP w/H₂S trim w/shear capability
15,000 psi WP choke and kill manifold with H₂S trim
Massco Type 80 3,000 psi WP Koomey Closing System

MUD SYSTEM

One 145 bbl settling pit, one 145 bbl active pit (#1), one 155 bbl active pit (#2), one 50 bbl slugging pit, one 170 bbl reserve pit, one 50 bbl sand trap and one 38 bbl trip tank

SOLIDS CONTROL SYSTEM

Shale Shakers: 1 Brant Cobra
Mud Agitators: 6 10 HP each
Mud Mixing Pumps: 2 (1) Size 6" x 5" and (1) 6" x 8"
Mixing Hopper: 1
Trip Tank: 1 tank with 38 bbl capacity
Gas Buster: 1 vertical mud/gas separator w/6" vent line

AUXILIARY EQUIPMENT

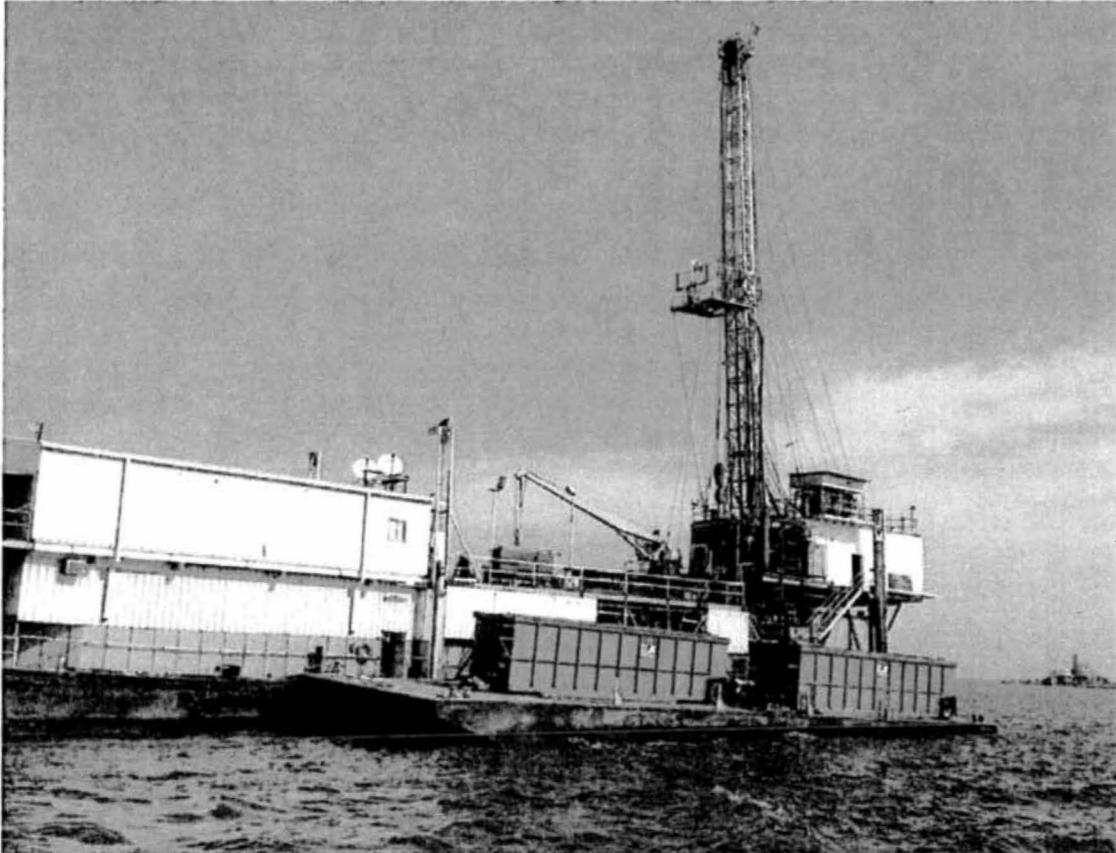
Air Compressor: 1 Sullivan Model 60 UD
1 Quincy Model 5120
Crane: 1 10 Ton hydraulic crane w/50' boom
Tongs: 4½" hydraulic power tongs Handling
Tools: For 2½" and 2¾" EUE 8RD Tubing
Spuds: 2 size 1.5" diameter x 40' length
Communication: StarComm phone and internet, VHF base & portable radios, Satellite phone
Rig Instrumentation: Martin Decker Weight Indicator
Living Quarters: Full climate control for 28 people, private rooms for Rig Manager and Company Representative, recreation room with large screen satellite tv, marine sanitary device with UV light.



BARGE BAYOU BLUE

Exhibit B

BARGE BAYOU BLACK



668 South Hollywood Road
Houma, LA 70360
Phone: 985.850.3400
Fax: 985.850.6998

www.baywaterdrilling.com

GENERAL DESCRIPTION

RIG NAME: Barge Bayou Black
RIG TYPE: 1,000 HP Inland Barge Workover Unit
MAXIMUM WATER DEPTH: 13'
LIGHT SHIP DRAFT: 5'
POLLUTION CONTROL: Zero Discharge
RIG HISTORY: Built in 1997. Refurbished in 2005 and 2013.
Acquired by Baywater Drilling from Basic Marine Services (Rig 10 in March 2014.

MAJOR EQUIPMENT

DRAWWORKS:

Wilson 75 (1,000 HP) with 1½" drill line driven by two 550 HP Caterpillar C-15 diesel engines with torque converters. Auxiliary brake is a Parmac V-80 hydromatic with a max pull of 280,000 lbs.

DERRICK AND TRAVELING EQUIPMENT:

Derrick: Wilson telescoping double 116' rated at 354,000 lbs
Hook: Wilson rated for 150 tons
Crown Block: Wilson 150 ton capacity with five 28" sheaves
Traveling Block: Wilson 150 ton capacity with four sheaves
Power Swivel: Bowen S-3.5

ROTARY TABLE:

National Oilwell Model 205 with 20.5" opening

MUD PUMPS:

1 Gardner Denver PZ-8 (500 HP) triplex mud pump driven by one D-379 Caterpillar diesel engine with torque converter.
1 Gardner Denver PAH (310 HP) triplex mud pump driven by one D-353 Caterpillar diesel engine with torque converter.

MAIN POWER:

1 450 KW generator driven by a 60 Series diesel engine
1 350 KW generator driven by a Caterpillar 3412 diesel engine

KEY DIMENSIONS

Barge Length: 192'
Barge Width: 42'
Barge Depth: 14'
Drilling Slot: 10' x 50'
Rotary to End of Slot: 42' In
Transit Height: 62'
Substructure to Deck: 16'4"
Rotary to Bulkhead: 8'

STORAGE CAPACITIES

Liquid Mud: 670 bbl
Drill Water: 3,300 bbl
Potable Water: 320 bbl
Diesel Fuel: 320 bbl
Sump Tank: 80 bbl

WELL CONTROL EQUIPMENT

7/16" 5,000 psi WP Annular BOP with H₂S trim
7/16" 5,000 psi WP Double Ram BOP w/H₂S trim w/shear capability
15,000 psi WP choke and kill manifold with H₂S trim
Massco Type 80 3,000 psi WP Koomey Closing System
One 36" gas buster

MUD SYSTEM

Two 140 bbl active pits, one 50 bbl slugging pit, one 225 bbl reserve pit, one 75 bbl sand trap and one 40 bbl trip tank

SOLIDS CONTROL SYSTEM

Shale Shakers: 1 Brant Cobra
Mud Agitators: 4 10 HP each
Mud Mixing Pumps: 2 Size 6" x 5"
Mixing Hopper: 1
Trip Tank: 1 tank with 40 bbl capacity
Gas Buster: 1 vertical mud/gas separator

AUXILIARY EQUIPMENT

Air Compressor: 1 Sullivan Model 60 UD
Crane: 1 Nautilus Model DT-30-40 hydraulic revolving w/40' boom, rated at 10 tons at 15' radius
Tongs: 4½" hydraulic power tongs Handling
Tools: For 2½" and 2¾" EUE 8RD Tubing
Spuds: 3 size 15" diameter x 40' length
Communication: StarComm phone and internet, VHF base & portable radios, Satellite phone
Rig Instrumentation: Martin Decker Weight Indicator
Living Quarters: Full climate control for 28 people, private rooms for Rig Manager and Company Representative, marine sanitary device with UV light.



BARGE BAYOU BLACK

Schedule 3.07

Debtor's Name

None