

ENERGY XXI GULF COAST, INC.

FORM 8-K (Current report filing)

Filed 04/18/17 for the Period Ending 04/17/17

Address	1021 MAIN STREET SUITE 2626 HOUSTON, TX 77002
Telephone	713-351-3000
CIK	0001404973
Symbol	EXXI
SIC Code	1311 - Crude Petroleum and Natural Gas
Fiscal Year	12/31

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **April 17, 2017**

Energy XXI Gulf Coast, Inc.

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of
incorporation)

001-38019
(Commission File Number)

20-4278595
(IRS Employer Identification
No.)

1021 Main Street, Suite 2626
Houston, Texas 77002
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code **(713) 351-3000**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-

Item 1.01 Entry into a Material Definitive Agreement.

Douglas E. Brooks Employment Agreement. The description of Douglas E. Brooks's employment agreement provided under the heading "Employment Agreement" in Item 5.02 is incorporated by reference into this Item 1.01.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Douglas E. Brooks as Chief Executive Officer, President and Director. On April 17, 2017, the Board of Directors (the "Board") of Energy XXI Gulf Coast, Inc. (the "Company") appointed Douglas E. Brooks to serve as President and Chief Executive Officer, effective immediately. In connection with the Board's appointment of Mr. Brooks as President and Chief Executive Officer, the Board increased the size of the Board from six to seven directors and appointed Mr. Brooks to fill the newly-created directorship, effective immediately. Mr. Brooks will serve as a member of the Board until, and will be nominated for election at, the Company's 2017 Annual Meeting of Stockholders.

Mr. Brooks, 58, served as Chief Executive Officer for Yates Petroleum Corporation, a privately owned exploration and production company focused on the Delaware and Powder River basins ("Yates"), from April 2015 until Yates's merger with EOG Resources, Inc. in October 2016. Mr. Brooks served as Chief Executive Officer of Aurora Oil & Gas Limited from October 2012 until June 2014, and as a Senior Vice President at Forest Oil Corporation from April 2012 until October 2012. In addition, he spent 24 years with Marathon Oil Company in roles of increasing responsibility, lastly as the Director of Upstream Mergers and Acquisitions and Business Development for the Americas. Mr. Brooks has also built two private equity-sponsored firms focused on unconventional resource projects in the western U.S. Mr. Brooks currently serves on the board of directors of Chaparral Energy, Inc. and has served as a board member for Aurora Oil & Gas Limited, Magdalena Energy Company, Yates Petroleum and the Houston Producers' Forum. Furthermore, he is currently an advisor for Hart Energy's A&D Watch, a global energy research publication. Mr. Brooks holds a Bachelor of Science degree in Business Management from the University of Wyoming – Casper and a Masters of Business Administration, Finance from Our Lady of the Lake University in Texas. The Board believes that Mr. Brooks is qualified to serve as Chief Executive Officer, President and director of the Company based on his education and extensive experience in the oil and gas industry. He has served in senior leadership positions for a number of oil and gas companies, including as chief executive officer for multiple different companies. His current and former positions as board member for various oil and companies will also help him perform his responsibilities to the Company in his new positions.

Employment Agreement. In connection with Mr. Brooks's appointment as President and Chief Executive Officer, the Company entered into an employment agreement with Mr. Brooks (the "Employment Agreement"). The Employment Agreement has an initial employment period of three years. Beginning with the third anniversary of Mr. Brooks's appointment as President and Chief Executive Officer (the "Brooks Effective Date"), Mr. Brooks's employment period ("Employment Period") will renew automatically for an additional year on each anniversary unless either the Company or Mr. Brooks gives notice of non-renewal at least 90 days before the next renewal date. The Employment Agreement provides for an annual base salary of \$700,000, with an annual target bonus of 100% of Mr. Brooks's base salary. The actual amount of Mr. Brooks's annual bonus will range from 0% to 200% of his base salary, based upon the satisfaction of goals and objectives established from time to time by the Compensation Committee of the Board.

During his Employment Period, Mr. Brooks will be eligible to participate in any equity compensation arrangement or plan offered to senior executives. On April 17, 2017, Mr. Brooks received an equity grant under the Energy XXI Gulf Coast, Inc. 2016 Long Term Incentive Plan (the "2016 LTIP") for the 2017 calendar year with a grant date value equal to 500% of his base salary ("2017 Equity Grant"), (i) 50% of which value was granted in the form of 49,382 stock-settled restricted stock units (valued on the date of grant based on the market price of the Common Stock) ("RSUs") and (ii) 50% of which value was granted in the form of ten-year stock options with an exercise price of \$28.35 per share and a total value of \$1,750,000 (valued on the date of grant based on third party Black-Scholes methodology). The RSUs constituting part of the 2017 Equity Grant were granted pursuant to that certain Restricted Stock Unit Agreement and related Notice of Grant, dated as of April 17, 2017, which is filed herewith as Exhibit 99.2 (the "2017 Annual RSU Grant Agreement"). The stock options constituting the remaining part of the 2017 Equity Grant were granted pursuant to that certain Option Agreement and Notice of Grant, which is filed herewith as Exhibit 99.3 (the "2017 Annual Stock Option Agreement") and, together with the 2017 Annual RSU Grant Agreement, the "Annual Grant Agreements"). The stock options and RSUs granted to Mr. Brooks as part of his 2017 Equity Grant will vest in three equal installments on each of the first three anniversaries of the Brooks Effective Date, in each case provided that Mr. Brooks remains continuously employed by the Company on the applicable vesting date, except as described below in connection with certain terminations by the Company without Cause or certain terminations by Mr. Brooks for Good Reason. (Both Cause and Good Reason are defined in the Employment Agreement and summarized below.) Any stock options that have not been exercised or forfeited on the tenth anniversary of the Brooks Effective Date will expire at that time.

On April 17, 2017, Mr. Brooks also received a sign-on bonus in the form of an additional grant of 61,728 RSUs (the “Sign-On Equity Grant”) under the 2016 LTIP pursuant to that certain Restricted Stock Unit Agreement and related Notice of Grant filed herewith as Exhibit 99.4 (the “Sign-On Equity Grant Agreement”, and together with the Annual Grant Agreements, the “Brooks Grant Agreements”). The Sign-On Equity Grant had a grant date value (based on market price on such date) equal to 200% of Mr. Brooks’s base salary. The RSUs granted to Mr. Brooks as part of the Sign-On Equity Grant vest 50% on December 29, 2017 and 50% on December 31, 2018, in each case provided that Mr. Brooks remains continuously employed by the Company on the applicable vesting date, except as described below in connection with a termination by the Company without Cause or a termination by Mr. Brooks for Good Reason.

Furthermore, if a Change of Control (as defined in the 2016 LTIP) occurs while Mr. Brooks is still employed by the Company, then any unvested RSUs or stock options granted as part of his 2017 Equity Grant or the Sign-On Equity Grant will immediately become vested and will be subject to the terms of the 2016 LTIP.

Should Mr. Brooks be terminated by the Company for Cause or should Mr. Brooks terminate his employment other than for Good Reason, the Company will make no further payments under the Employment Agreement other than the following accrued benefits:

- the salary and business expenses to which he is entitled immediately prior to such termination;
- any bonus or other incentive award that (x) relates to a completed performance period and (y) has been earned but not yet paid on or prior to Mr. Brooks’s termination date; and
- any other amounts or benefits required to be paid or provided by law or under any of the Company’s plans, programs, policies or practices.

Should Mr. Brooks be terminated by the Company without Cause or should Mr. Brooks resign for Good Reason, Mr. Brooks will receive his accrued benefits, and subject to Mr. Brooks’s continuing compliance with the nondisclosure, non-compete, non-solicitation and non-disparagement provisions in the Employment Agreement, Mr. Brooks will be entitled to certain severance benefits, as described below. (For purposes of the Employment Agreement, the Company’s non-renewal of Mr. Brooks’s Employment Period prior to the fifth anniversary of the Effective Date would be treated as a termination by the Company without Cause, but not after the fifth anniversary.) Mr. Brooks’s severance benefits would be as follows:

- a lump sum cash payment in an amount equal to (i) 200% of the Base Salary plus (ii) a bonus severance component calculated in the manner described below;
 - reimbursement for the monthly cost of maintaining health benefits for Mr. Brooks (and Mr. Brooks’s spouse and eligible dependents) as of the date of termination of employment under the Company’s group health plan for purposes of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”), excluding any short-term or long-term disability insurance benefits, for a period of 18 months following the date of the termination of employment, to the extent Mr. Brooks elects COBRA;
 - any unvested portion of the Sign-On Equity Grant would become fully vested at termination of employment; and
-

- if (i) the Company consummates a third party business combination that does not qualify as a Change of Control, but is a Corporate Change (as defined in the Employment Agreement and summarized below), and (ii) Mr. Brooks's employment terminates as a result of that transaction on or before the 90th day after the Corporate Change is consummated, then any unvested time-vesting RSUs and stock options would become fully vested at termination of employment.

The severance component relating to Mr. Brooks's bonus compensation is calculated in accordance with the table set forth below. However, for purposes of the calculation, each actual bonus amount for a prior year included in the calculation will be capped at the target bonus for that prior year.

If the termination of employment occurs during:	Bonus Severance Component
The year ending December 31, 2017	100% of target bonus for year ending December 31, 2017
The year ending December 31, 2018	200% of target bonus for year ending December 31, 2017
Any calendar year after 2018	200% of average actual bonuses paid for the most recent two completed years

During Mr. Brooks's Employment Period and for a period of twelve months thereafter, Mr. Brooks cannot: (i) perform services for, or have over a five percent (5%) ownership interest in, or participate in, any competing business; or (ii) solicit, recruit or hire, or assist any person, or entity in the solicitation, recruitment or hiring of any person engaged by the Company as an employee, officer, director or consultant.

For purposes of the Employment Agreement, "Cause" means (i) gross negligence or willful misconduct in the performance of, or abuse of alcohol or drugs rendering Mr. Brooks unable to perform his material duties, provided that the conduct remains unremedied for twenty days following receipt of written notice; (ii) conviction of, or plea of nolo contendere to, any crime involving moral turpitude or a felony; (iii) commission of an act of embezzlement, deceit or fraud intended to result in Mr. Brooks's personal and unauthorized enrichment at the Company's expense; (iv) the material violation of the Employment Agreement or any other agreement between Mr. Brooks and the Company; (v) the intentional material violation of the Company's written policies; (vi) failure to follow a lawful directive of the Board.

For purposes of the Employment Agreement, "Good Reason" means (i) the material diminution of Mr. Brooks's authority, duties or responsibilities; (ii) a material diminution of Mr. Brooks's base salary or target bonus; (iii) the requirement that Mr. Brooks permanently relocate anywhere outside the greater Houston, Texas metropolitan area; (iv) the Company's failure to nominate Mr. Brooks for election as a director or to use all reasonable efforts to cause Mr. Brooks to be elected as a director or (v) the Company's material breach of the Employment Agreement.

For purposes of the Employment Agreement, "Corporate Change" means the consummation of a business combination (including, without limitation, by merger, consolidation, share exchange, tender offer, exchange offer, sale of all or substantially all of the assets of one of the parties, or other similar transaction) between the Company (or one of its subsidiaries) and an unaffiliated third party entity, in each case regardless of whether that business combination constitutes a "Change of Control" under the 2016 LTIP.

This summary is qualified in its entirety by reference to the full text of (i) the Employment Agreement, which is filed herewith as Exhibit 99.1, and (ii) the Brooks Grant Agreements attached hereto as Exhibits 99.2, 99.3 and 99.4, each of which are incorporated by reference herein.

In connection with Mr. Brooks's appointment as President and Chief Executive Officer of the Company, Michael S. Reddin ceased to serve as President and Chief Executive Officer, positions to which he had been appointed by the Board on an interim basis on February 2, 2017. Mr. Reddin will continue to serve as Chairman of the Board. Under the terms of Mr. Reddin's employment agreement relating to those two interim roles, Mr. Reddin will continue to serve as an employee (but not as Chief Executive Officer or President) until May 17, 2017, which is the 30th day after Mr. Brooks's appointment.

Supplemental Equity Grant to Scott Heck . On April 17, 2017, the Compensation Committee granted 15,873 RSUs to Scott Heck, with a grant date value equal to 100% of Mr. Heck’s base salary, as a supplement to the February 2, 2017 equity grants required under the employment agreement by and between the Company and Mr. Heck (the “Supplemental Equity Grant”) pursuant to that certain Restricted Stock Unit Agreement and related Notice of Grant filed herewith as Exhibit 99.5 (the “Heck Grant Agreement”). Similar to Mr. Brooks’s Sign-On Equity Grant, the RSUs granted to Mr. Heck as part of the Supplemental Equity Grant vest 50% on December 29, 2017 and 50% on December 31, 2018, in each case provided that Mr. Heck remains continuously employed by the Company on the applicable vesting date. The Compensation Committee made the Supplemental Equity Grant in recognition of the fact that Mr. Heck’s Gulf of Mexico experience and operational skills complement Mr. Brooks’s experience and skills. The Compensation Committee and the Board believed that it was important to encourage Mr. Heck to team with Mr. Brooks to develop and execute the Company’s operating strategy moving forward.

The summary of the Heck Grant Agreement is qualified in its entirety by reference to the full text of the Heck Grant Agreement filed herewith as Exhibit 99.5 and incorporated by reference herein.

Item 7.01 Regulation FD Disclosure.

On April 18, 2017, the Company issued a press release disclosing the appointment of Mr. Brooks as Chief Executive Officer, President and director, as discussed in Item 5.02 above. A copy of the press release is attached as Exhibit 99.6 to this Current Report on Form 8-K (this “Form 8-K”).

The information in Item 7.01 of this Form 8-K, including Exhibit 99.6 attached hereto, is being furnished and shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that Section, nor shall it be deemed subject to the requirements of amended Item 10 of Regulation S-K, nor shall it be deemed incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof, regardless of any general incorporation language in such filing. The furnishing of this information hereby shall not be deemed an admission as to the materiality of any such information.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The exhibits listed in the following Exhibit Index are filed as part of this Form 8-K.

Exhibit Number	Description
99.1*†	Employment Agreement, dated April 17, 2017, by and between Energy XXI Gulf Coast, Inc. and Douglas E. Brooks
99.2*†	Restricted Stock Unit Agreement, dated April 17, 2017, by and between Energy XXI Gulf Coast, Inc. and Douglas E. Brooks and Related Notice of Grant
99.3*†	Form of Stock Option Agreement by and between Energy XXI Gulf Coast, Inc. and Douglas E. Brooks and Related Notice of Grant
99.4*†	Restricted Stock Unit Agreement, dated April 17, 2017, by and between Energy XXI Gulf Coast, Inc. and Douglas E. Brooks and Related Notice of Grant
99.5*†	Restricted Stock Unit Agreement, dated April 17, 2017, by and between Energy XXI Gulf Coast, Inc. and Scott Heck and Related Notice of Grant
99.6*	Press Release issued by Energy XXI Gulf Coast, Inc. on April 18, 2017

† Indicates Management Compensatory Plan, Contract or Arrangement.

* Filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: April 18, 2017

By: /s/ Hugh Menown

Hugh Menown
Chief Financial Officer, Executive Vice
President and Chief Accounting Officer

EXHIBIT INDEX

Exhibit Number	Description
99.1*†	Employment Agreement, dated April 17, 2017, by and between Energy XXI Gulf Coast, Inc. and Douglas E. Brooks
99.2*†	Restricted Stock Unit Agreement, dated April 17, 2017, by and between Energy XXI Gulf Coast, Inc. and Douglas E. Brooks and Related Notice of Grant
99.3*†	Form of Stock Option Agreement by and between Energy XXI Gulf Coast, Inc. and Douglas E. Brooks and Related Notice of Grant
99.4*†	Restricted Stock Unit Agreement, dated April 17, 2017, by and between Energy XXI Gulf Coast, Inc. and Douglas E. Brooks and Related Notice of Grant
99.5*†	Restricted Stock Unit Agreement, dated April 17, 2017, by and between Energy XXI Gulf Coast, Inc. and Scott Heck and Related Notice of Grant
99.6*	Press Release issued by Energy XXI Gulf Coast, Inc. on April 18, 2017

† Indicates Management Compensatory Plan, Contract or Arrangement.

* Filed herewith.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) between Energy XXI Gulf Coast, Inc., a Delaware corporation (the “Company”), and Douglas E. Brooks (“Executive”), is entered into on and as of April 17, 2017 (the “Effective Date”).

WHEREAS, the Company desires to employ Executive in an executive capacity, and Executive likewise desires to be employed by the Company;

NOW, THEREFORE, in consideration the mutual promises, covenants, representations, obligations and agreements contained herein, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Employment. The Company agrees to employ Executive and Executive agrees to be employed by the Company, beginning on the Effective Date, and Executive’s employment under this Agreement shall terminate on the earlier of (i) the third anniversary of the Effective Date and (ii) the termination of Executive’s employment under this Agreement. The period from the Effective Date until the termination of Executive’s employment under this Agreement is referred to as the “Employment Period.” To the extent Executive remains employed by the Company after the expiration of the Employment Period, such employment shall be subject to the terms and conditions to which the Company and Executive at that time shall agree. The Employment Period shall be automatically renewed and extended for a period of 12 months commencing on the third annual anniversary of the Effective Date, and on each successive annual anniversary of the then-scheduled expiration of Employment Period, in each case unless either Executive or the Company gives notice of non-renewal to the other party on or prior to the 90th day prior to the then-scheduled expiration of the Employment Period.

2. Executive’s Duties; Board Membership; Other Interests; Duty of Loyalty.

(a) Positions. During the Employment Period, Executive shall serve as Chief Executive Officer and President of the Company (and/or in such other positions as the parties mutually may agree), with such customary duties and responsibilities as may from time to time be assigned to him by the Company’s Board of Directors (the “Board”), provided that such duties are at all times consistent with the duties of such positions. Executive agrees to serve without additional compensation, if elected or appointed thereto, in one or more offices of the Company or any of the Company’s Affiliates. For purposes of this Agreement, the term “Affiliate” shall mean any entity that owns or controls, is owned or controlled by, or is under common ownership or control with, the Company. Executive agrees to serve in the positions referred to herein and to perform all duties relating thereto diligently and to the best of his ability.

(b) Board Membership. Effective as of the Effective Date, the Board shall increase the size of the Board by one director and appoint Executive as a director for a term expiring at the Company’s 2017 annual meeting of stockholders. The Company agrees to (x) nominate Executive as a director of the Company during the Employment Period (including, for the avoidance of doubt, at the Company’s 2017 annual meeting of stockholders) and (y) use all reasonable efforts to cause Executive to be elected or re-elected as a director of the Company during the Employment Period.

(c) Other Interests. Executive agrees, during the period of his employment by the Company, to devote his business time, energy and best efforts to the business and affairs of the Company and its Affiliates and not to engage, directly or indirectly, in any other business or businesses, whether or not similar to that of the Company, except with the prior written consent of the Board. The foregoing notwithstanding, the parties recognize and agree that Executive may (x) continue to serve on the board of directors of Chaparral Energy, Inc. and (y) engage in personal investments and other corporate, civic and charitable activities that do not conflict with the business and affairs of the Company or interfere with Executive's performance of his duties hereunder; provided, however, that Executive agrees that if the Board determines that continued service with one or more of these entities described in clause (x) or (y) conflicts with the business and affairs of the Company or interferes with Executive's duties hereunder and gives written notice of such to Executive, Executive will promptly resign from such position(s). Executive further agrees that Executive shall not become a director of any for profit entity without first receiving the approval of the Nomination and Governance Committee of the Board.

(d) Duty of Loyalty. Executive acknowledges and agrees that Executive owes a fiduciary duty of loyalty, fidelity, and allegiance to use his reasonable best efforts to act at all times in the best interests of the Company. In keeping with these duties, Executive shall make full disclosure to the Company of all business opportunities pertaining to the Company's business and shall not appropriate for Executive's own benefit business opportunities concerning the subject matter of the fiduciary relationship.

3. Compensation and Benefits.

(a) Base Salary. As compensation for Executive's performance of Executive's duties hereunder, the Company shall pay to Executive an initial base salary of \$700,000 per year ("Base Salary"), payable in accordance with the normal payroll practices of the Company, less required deductions for state and federal withholding tax, social security and all other employment taxes and payroll deductions. The Base Salary shall be reviewed for increases but not decreases by the Compensation Committee of the Board (the "Committee") in good faith, based upon Executive's performance and the Company's pay philosophy; provided, however, that Executive's Base Salary may be decreased as part of an across-the-board reduction in base salaries of all Company executive officers so long as the percentage reduction in Executive's Base Salary is not greater than the percentage reduction applicable to other executive officers, for the same period as the reduction in other executive officer's reduction in salary and, in the event such reduction is later mitigated for other executive officers, Executive's Base Salary is then increased by the same percentage applicable to other executive officers. The term "Base Salary" shall refer to the Base Salary as may be in effect from time to time.

(b) Annual Bonus. In addition to his Base Salary, Executive shall be eligible to receive each year during the Employment Period a cash incentive payment ("Bonus") in an amount determined by the Committee based on performance goals established by the Committee. The Target Bonus shall be an amount equal to 100% of Executive's Base Salary ("Target Bonus"). The actual amount of the Bonus earned by and payable to Executive for any year or portion of a year, as applicable, shall range from 0% to 200% of Executive's Base Salary and shall be determined based upon the satisfaction of goals and objectives established by the Committee and shall be subject to such other terms and conditions of the Company's annual incentive program as in effect from time to time (including, without limitation, any prorated payouts for any partial years of service). Each Bonus shall be paid to Executive no later than March 15th of the calendar year following the calendar year in which the Bonus is earned.

(c) Sign-On Bonus. On the Effective Date, Executive shall receive a sign-on bonus in the form of an restricted stock unit grant with a grant date value equal to 200% of Base Salary and subject to the Company's standard form of award agreement previously approved by the Committee (the "Sign-On Bonus Grant"); provided, however, that the scheduled vesting for the Sign-On Bonus shall be (x) 50% on December 29, 2017 and (y) 50% on December 31, 2018.

(d) Equity Grants. During the Employment Period, Executive shall be eligible to participate in any equity compensation arrangement or plan offered by the Company to senior executives on such terms and conditions as the Committee shall determine; provided, however, that upon the Effective Date, Executive shall receive an equity grant with respect to the 2017 calendar year with a grant date value equal to 500% of Base Salary and delivered 50% in stock options and 50% in restricted stock units and subject to the Company's standard form of award agreement previously approved by the Committee. The grant date value of the stock option component of such initial equity grant shall be determined using third party Black-Scholes methodology. Nothing herein shall be construed to give Executive any rights to any amount or type of awards, or rights as a stockholder pursuant to any such plan, grant or award except as provided in such award or grant to Executive provided in writing and authorized by the Committee.

(e) Other Benefits.

(i) General. During the Employment Period, Executive shall be eligible to participate in benefit and additional incentive compensation plans generally offered by the Company to similarly situated executives, as in effect from time to time, including, without limitation, participation in the various health, retirement, life insurance, short-term and long-term disability insurance, parking and other executive benefit plans or programs provided to the executives of the Company in general, subject to the regular eligibility requirements with respect to each of such benefit plans or programs, and such other benefits or perquisites as may be approved by the Committee during the Employment Period. Executive shall be entitled to vacation in accordance with the Company's plans, policies, programs and practices as in effect from time to time.

(ii) Business Expenses. The Company shall reimburse Executive for all reasonable business expenses incurred by Executive in the performance of his duties, which expenses will be subject to the oversight of the Audit Committee of the Board in the normal course of business and will be compliant with the applicable Reimbursement Plan (as defined below) of the Company. It is understood that Executive is authorized to incur reasonable business expenses for promoting the business of the Company, including, without limitation, reasonable expenditures for travel, lodging, meals and client or business associate entertainment. Request for reimbursement for such expenses must be accompanied by appropriate documentation.

4. Termination of Employment.

(a) General. Executive's employment under this Agreement shall terminate upon the earliest to occur of: (i) the expiration of the term of this Agreement pursuant to Section 1 hereof; (ii) Termination due to Disability (as defined below); (iii) termination of Executive's employment by the Company for any reason other than Termination due to Disability; (iv) Executive's death; and (v) termination of Executive's employment by Executive for any reason. If Executive's employment ends for any reason, except as otherwise contemplated in this Section 4, Executive shall cease to have any rights to salary, bonus (if any) or other benefits, other than (A) the earned but unpaid portion of Executive's Base Salary through the date of termination or resignation, (B) any annual, long-term, or other incentive award (including, without limitation, Executive's Bonus) that relates to a completed fiscal year or performance period, as applicable, and is payable in accordance with the terms of the applicable award (but not yet paid) on or before the date of termination or resignation, which shall be paid in accordance with the terms of such award, (C) any unpaid expense or other reimbursements due to Executive, and (D) any other amounts or benefits required to be paid or provided by law or under any plan, program, policy or practice of the Company; provided, however, that Executive shall not be entitled to any payment or benefit under the Energy XXI Services, LLC Employee Severance Plan, or any replacement or successor plan. Notwithstanding any provision in this Agreement to the contrary, if the Company shall deliver to Executive a notice of non-renewal in accordance with Section 1 prior to the fifth anniversary of the Effective Date, then upon the expiration of the then-current term of the Employment Period and Executive's termination of employment, the Company shall have been deemed to terminate Executive's employment hereunder without Cause.

(b) Termination without Cause or for Good Reason. If Executive's employment hereunder shall be terminated by the Company without Cause, or by Executive for Good Reason, then in addition to the payments and benefits described in Section 4(a) and subject to Section 14 and Executive's continuing compliance with Section 5 of this Agreement:

(i) the Company shall pay Executive on the sixtieth (60th) day following the effective date of such termination of employment a lump sum cash payment in an amount equal to (A) 200% of Executive's annual Base Salary plus (B) 200% (or, if such termination of employment occurs on or before December 31, 2017, 100%) of Executive's Bonus Factor (as defined below);

(ii) the Company shall reimburse Executive for the monthly cost of maintaining health benefits for Executive (and Executive's spouse and eligible dependents) as of the date of termination of employment under a group health plan of the Company for purposes of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), excluding any short-term or long-term disability insurance benefits, for a period of 18 months following the date of the termination of employment, to the extent Executive properly elects COBRA; provided, however, that if Executive obtains alternative health benefits from a subsequent employer, the benefits provided in this Section 4(b)(ii) shall cease upon the commencement of such health coverage;

(iii) if not already fully vested, the Sign-On Bonus Grant shall become fully vested upon such termination of employment; and

(iv) if such termination results from a Corporate Change, and occurs on or before the date which is 90 days after the consummation date of such Corporate Change, then any unvested time-vesting RSUs and stock options shall become fully vested upon such termination of employment.

(v) For purposes of calculating the amount, if any, pursuant to Section 4(b)(i), “Bonus Factor” means (x) with respect to a termination of employment that occurs on or before December 31, 2017, Executive’s Target Bonus for the fiscal year ending December 31, 2017, (y) with respect to a termination of employment that occurs after December 31, 2017 but on or before December 31, 2018, Executive’s Target Bonus for the fiscal year ending December 31, 2017 and (z) with respect to a termination of employment that occurs after December 31, 2018, the average of the two completed fiscal years preceding the year in which the termination of employment occurs; provided, however, that in no event shall the Bonus for any fiscal year taken into account for purposes of calculating clause (x), (y) or (z) exceed the Target Bonus for such fiscal year.

(vi) For the further avoidance of doubt, Executive shall not be entitled to the benefits described in this Section 4(b) for a termination due to the expiration of the term of this Agreement pursuant to Section 1 hereof following the fifth anniversary of the Effective Date, Termination due to Disability, termination of Executive’s employment for Cause, Executive’s death, or termination of Executive’s employment by Executive for any reason other than for Good Reason.

(c) Notice of Termination. Any purported termination of Executive’s employment by the Company or by Executive and any purported termination of this Agreement shall be communicated by written notice of termination (“Notice of Termination”) to the other party hereto in accordance with Section 7 hereof. Any purported notice of non-renewal pursuant to Section 1 shall be deemed a Notice of Termination for purposes of this Section 4(c). Notice of Termination shall include the effective date of termination of employment. Any Notice of Termination shall be deemed to also be Executive’s resignation as director and/or officer of the Company and each Affiliate of the Company, as well as from all other positions Executive holds with the Company or any of its Affiliates. Executive agrees to execute any and all documentation of such resignations upon request by the Company, but he shall be treated for all purposes as having so resigned upon the effective date of termination (as set forth in the Notice of Termination), regardless of when or whether he executes any such documentation.

(d) No Duty to Mitigate. Executive shall not be required to mitigate the amount of any payment or benefit provided for in this Agreement by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in this Agreement be reduced by any compensation or benefit earned by Executive as a result of employment by another employer, self-employment earnings, or by retirement benefits.

(e) Section 280G.

(i) Notwithstanding any other provisions in this Agreement, in the event that any payment or benefit received or to be received by Executive (including, without limitation, any payment or benefit received in connection with a change of control of the Company or the termination of Executive's employment, whether pursuant to the terms of this Agreement or any other plan, program, arrangement or agreement) (all such payments and benefits, together, the "Total Payments") would be subject (in whole or part), to any excise tax imposed under Section 4999 of the Code, or any successor provision thereto (the "Excise Tax"), then, after taking into account any reduction in the Total Payments provided by reason of Section 280G of the Code in such other plan, program, arrangement or agreement, the Company will reduce the Total Payments to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax (but in no event to less than zero); provided, however, that the Total Payments will be reduced only if (A) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state, municipal and local income and employment taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments), is greater than or equal to (B) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state, municipal and local income and employment taxes on such Total Payments and the amount of Excise Tax to which Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

(ii) In the case of a reduction in the Total Payments, the Total Payments will be reduced in the following order: (1) payments that are payable in cash that are valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a) will be reduced (if necessary, to zero), with amounts that are payable last reduced first; (2) payments and benefits due in respect of any equity valued at full value under Treasury Regulation Section 1.280G-1, Q&A 24(a), with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24), will next be reduced; (3) payments that are payable in cash that are valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with amounts that are payable last reduced first, will next be reduced; (4) payments and benefits due in respect of any equity valued at less than full value under Treasury Regulation Section 1.280G-1, Q&A 24, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24), will next be reduced; and (5) all other non-cash benefits not otherwise described in clause (2) or (4) will be next reduced pro-rata. Any reductions made pursuant to each of clauses (1) through (4) above will be made in the following manner: first, a pro-rata reduction of cash payment and payments and benefits due in respect of any equity not subject to Section 409A of the Code, and second, a pro-rata reduction of cash payments and payments and benefits due in respect of any equity subject to Section 409A of the Code as deferred compensation.

(iii) For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax: (A) no portion of the Total Payments the receipt or enjoyment of which Executive shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of Section 280G(b) of the Code will be taken into account; (B) no portion of the Total Payments will be taken into account that, in the opinion of the Company, does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code (including, without limitation, by reason of Section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Total Payments will be taken into account that, in the opinion of the Company, constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the "base amount" (as set forth in Section 280G(b)(3) of the Code) that is allocable to such reasonable compensation; and (C) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments will be determined by the Company in accordance with the principles of Sections 280G(d)(3) and (4) of the Code.

(f) Post-Termination Release. Notwithstanding any other provisions of this Agreement, it shall be a condition to Executive's right to receive the amounts provided for in Section 4(b) of this Agreement that Executive (or Executive's estate, as applicable) will execute and deliver to the Company, and not revoke, an effective release of claims in the form attached hereto as Exhibit A (the "Release") within the time period set forth therein (and in all events within 52 days following Executive's termination of employment) with all periods for revocation thereof having expired. The form of the Release may be modified by the Company to reflect changes in the applicable law or regulations.

(g) Certain Definitions.

(i) "Cause" shall mean the occurrence of any one of the following, as determined by an express resolution of the independent members of the Board:

- (1) gross negligence or willful misconduct in the performance of, or Executive's abuse of alcohol or drugs rendering Executive unable to perform, the material duties and services required for Executive's position with the Company, which neglect or misconduct, if remediable, remains unremedied for twenty (20) days following written notice of such by the Company to Executive;
- (2) Executive's conviction or plea of nolo contendere for any crime involving moral turpitude or a felony;
- (3) Executive's commission of an act of embezzlement, deceit or fraud intended to result in personal and unauthorized enrichment of Executive at the expense of the Company or any of its Affiliates;
- (4) Executive's (A) intentional material violation of the written policies of the Company or any of its Affiliates, (B) material breach of a material obligation of Executive to the Company pursuant to Executive's duties and obligations under the Company's Bylaws, or (C) material breach of a material obligation of Executive to the Company or any of its Affiliates pursuant to this Agreement or any award or other agreement between Executive and the Company or any of its Affiliates; or
- (5) Executive's failure to follow any lawful directive of the Board or other refusal to perform his duties hereunder.

(ii) “Good Reason” shall mean the existence of any of the following:

- (1) a material diminution in Executive’s authority, duties, or responsibilities from those applicable to him as of the Effective Date;
- (2) a material diminution in Executive’s Base Salary or Target Bonus, except to the extent contemplated by Section 3(b) of this Agreement;
- (3) the Company’s requiring Executive to permanently relocate anywhere outside the greater Houston, Texas metropolitan area, except for required travel on the Company’s business to an extent substantially consistent with Executive’s obligations under this Agreement;
- (4) the Company’s material breach of this Agreement; or
- (5) the failure by the Company to nominate Executive for election as a director of the Company during the Employment Period or to use all reasonable efforts to cause Executive to be elected or re-elected as a director of the Company during the Employment Period, in each case, in accordance with Section 2(b).

Notwithstanding the foregoing or any other provision in this Agreement to the contrary, any assertion by Executive of a Good Reason termination shall not be effective unless all of the following conditions are satisfied: (w) the conditions described in the preceding sentence giving rise to Executive’s termination of employment must have arisen without Executive’s written consent; (x) Executive must provide written notice to the Company of such condition and Executive’s intent to terminate employment within 90 days after the initial existence of the condition; (y) the condition specified in such notice must remain uncorrected for 30 days after receipt of such notice by the Company; and (z) the date of Executive’s termination of employment must occur within 150 days after the initial existence of the condition.

(iii) “Termination due to Disability” shall mean Executive’s termination of employment as a result of Executive’s becoming incapacitated for a period of at least 180 days by accident, sickness or other circumstance that renders Executive mentally or physically incapable of performing the material duties as Chief Executive Officer.

(iv) “Corporate Change” shall mean the consummation of a business combination (including, without limitation, by merger, consolidation, share exchange, tender offer, exchange offer, sale of all or substantially all of the assets of one of the parties, or other similar transaction) between the Company (or one of its subsidiaries) and an unaffiliated third party entity, in each case regardless of whether such business combination constitutes a “Change of Control” under the Company’s 2016 Long Term Incentive Plan, as amended.

5. Restrictive Covenants.

(a) General. The parties acknowledge that during the Employment Period, the Company will disclose to Executive or provide Executive with access to trade secrets or confidential information (“Confidential Information”) of the Company or its Affiliates; and/or place Executive in a position to develop business goodwill on behalf of the Company or its Affiliates; and/or entrust Executive with business opportunities of the Company or its Affiliates. As part of the consideration for the compensation and benefits to be paid to Executive hereunder; to protect the trade secrets and Confidential Information of the Company and its Affiliates that have been and will in the future be disclosed or entrusted to Executive, the business good will of the Company and its Affiliates that has been and will in the future be developed in Executive, or the business opportunities that have been and will in the future be disclosed or entrusted to Executive by the Company and its Affiliates; and as an additional incentive for the Company to enter into this Agreement, the Company and Executive agree to the following obligations relating to unauthorized disclosures, non-competition and non-solicitation.

(b) Confidential Information; Unauthorized Disclosure.

(i) Executive shall not, whether during the Employment Period or thereafter, without the written consent of the Board or a person authorized thereby, disclose to any person, other than an executive of the Company or a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by Executive of his duties as an executive of the Company, any Confidential Information, including but not limited to technology, know-how, processes, maps, geological and geophysical data, other proprietary information and any information whatsoever of a confidential nature; provided, however, that Confidential Information shall not include any information known generally to the public (other than as a result of unauthorized disclosure by Executive) or any information that Executive may be required to disclose by any applicable law, order, or judicial or administrative proceeding, provided that Executive first notifies the Company to facilitate a possible protective order and thereafter discloses only the minimum amount of Confidential Information required. Within fourteen (14) days after the termination of Executive’s employment for any reason, Executive shall return to the Company all documents and other tangible items containing Company information that are in Executive’s possession, custody or control. Executive agrees that all Confidential Information of the Company exclusively belongs to the Company, and that any work of authorship relating to the Company’s business, products or services, whether such work is created solely by Executive or jointly with others, and whether or not such work is Confidential Information, shall be deemed exclusively belonging to the Company.

(ii) Nothing in this Agreement will prohibit or restrict Executive from responding to any inquiry, or otherwise communicating with, any federal, state or local administrative or regulatory agency or authority or participating in an investigation conducted by any governmental agency or authority. Executive cannot be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and (B) solely for the purpose of reporting or investigating a suspected violation of law; or that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. As a result, the Company and Executive shall have the right to disclose trade secrets in confidence to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. Each of the Company and Executive also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with that right or to create liability for disclosures of trade secrets that are expressly allowed by the foregoing.

(c) Non-Competition. During the Employment Period and for a period of 12 months thereafter, Executive shall not, directly or indirectly for Executive or for others, engage in or become interested financially in as a principal, executive, partner, stockholder, agent, manager, owner, advisor, lender, guarantor of any person engaged in any business substantially identical to the Business (defined below), or otherwise, in the Gulf of Mexico continental shelf region; provided, however, that Executive may invest in stock, bonds or other securities in any such business (without participating in such business) if: (A) such stock, bonds or other securities are listed on any United States securities exchange or are publicly traded in an over the counter market and (B) aggregate investment does not exceed, in the case of any capital stock of any one issuer, 5% of the issued and outstanding capital stock, or in the case of bonds or other securities, 5% of the aggregate principal amount thereof issued and outstanding. The term “Business” shall mean the exploration, development and production of crude petroleum, natural gas and other hydrocarbons.

(d) Non-Solicitation. Executive undertakes toward the Company and is obligated, during the Employment Period and for a period of 12 months thereafter, in any geographic area or market where the Company or any of its Affiliates are conducting any Business or have during the previous 12 months conducted such Business, not to solicit or hire, directly or indirectly for Executive or for others, in any manner whatsoever, in the capacity of employee, executive, consultant or in any other capacity whatsoever, one or more of the employees, executives, directors or officers or other persons (hereinafter collectively referred to as “Company Executives”) who at the time of solicitation or hire, or in the one-year period prior thereto, are or were working full-time or part-time for the Company or any of its Affiliates and not to endeavor, directly or indirectly, in any manner whatsoever, to encourage any of said Company Executives to leave his or her job with the Company or any of its Affiliates and not to endeavor, directly or indirectly, and in any manner whatsoever, to incite or induce any client of the Company or any of its Affiliates to terminate, in whole or in part, its business relations with the Company or any of its Affiliates.

(e) Enforcement and Reformation. It is the desire and intent of the parties that the provisions of this Section 5 shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Section 5 shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable. Such deletion shall apply only with respect to the operation of such provisions of this Section 5 in the particular jurisdiction in which such adjudication is made. In addition, if the scope of any restriction contained in this Section 5 is too broad to permit enforcement thereof to its fullest extent, then such restriction shall be enforced to the maximum extent permitted by law, and Executive hereby consents and agrees that such scope may be judicially modified in any proceeding brought to enforce such restriction.

(f) Remedies. In the event of a breach or threatened breach by Executive of the provisions of this Section 5, Executive acknowledges that money damages would not be sufficient remedy, and the Company shall be entitled to specific performance, injunction and such other equitable relief as may be necessary or desirable to enforce the restrictions contained herein, without providing any bond and irrespective of any requirement of necessity or other showing. Nothing herein contained shall be construed as prohibiting the Company from pursuing any other remedies available for such breach or threatened breach or any other breach of this Agreement.

(g) Nondisparagement. Executive shall refrain from any criticisms or disparaging comments about the Company or its Affiliates, or any of their respective directors, officers, employees, advisors or stakeholders, or in any way relating to Executive's employment or separation from employment; provided, however, that nothing in this Agreement shall apply to or restrict in any way the communication of information by Executive to any state or federal law enforcement agency or require notice to the Company thereof, and Executive will not be in breach of the covenant contained above solely by reason of testimony or disclosure that is compelled by applicable law or regulation or process of law. The Company shall, and shall instruct its directors and senior executive officers to, refrain from making any formal public statements containing any criticisms or disparaging comments about Executive, including, without limitation, any criticisms or disparaging comments that in any way relate to Executive's employment or separation from employment; provided, however, that nothing in this Agreement shall apply to or restrict in any way the communication of information to any state or federal law enforcement agency or require notice to Executive thereof, and none of the Company or any of its Affiliates will be in breach of the covenant contained above solely by reason of testimony or disclosure that is compelled by applicable law or regulation or process of law. A violation or threatened violation of these prohibitions may be enjoined by the courts. The rights afforded under this provision are in addition to any and all rights and remedies otherwise afforded by law.

6. Survival. Sections 5, 6, 8, 9, 14, 15, 16, 17 and 18, and such other provisions hereof as may so indicate shall survive and continue in full force and effect in accordance with their respective terms, notwithstanding any termination of the Employment Period.

7. Notices. Any notice provided for in this Agreement shall be in writing and shall be delivered (i) personally, (ii) by certified mail, postage prepaid, (iii) by Federal Express or other reputable courier service regularly providing evidence of delivery (with charges paid by the party sending the notice), or (iv) by facsimile or a PDF or similar attachment to an email, provided that such telecopy or email attachment shall be followed within one (1) business day by delivery of such notice pursuant to clause (i), (ii) or (iii) above. Any such notice to a party shall be addressed at the address set forth below (subject to the right of a party to designate a different address for itself by notice similarly given):

If to the Company :

Energy XXI Gulf Coast, Inc.
1021 Main Street
Suite 2626
Houston, TX 77002
Attention: Chairman of the Board

If to Executive :

Douglas E. Brooks
At the most recent address on file with the Company.

8. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, that may have related in any manner to the subject matter hereof.

9. No Conflict. Executive represents and warrants that Executive is not bound by any employment contract, restrictive covenant, or other restriction preventing Executive from carrying out Executive's responsibilities for the Company, or that is in any way inconsistent with the terms of this Agreement. Executive further represents and warrants that Executive shall not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.

10. Successors and Assigns. This Agreement shall inure to the benefit of, be enforceable by, and be binding on (x) Executive and his heirs, executors and personal representatives, and (y) the Company and its successors and assigns. The obligations of Executive hereunder are personal and may not be assigned or delegated by him or transferred in any manner whatsoever, nor are such obligations subject to involuntary alienation, assignment or transfer, except by will or the laws of descent and distribution. For the avoidance of doubt, and without limiting the generality of the foregoing, a termination of Executive's employment by a successor or assign of the Company shall have the same legal effect under this Agreement as if the Company itself had terminated such employment.

11. Governing Law. This Agreement will be governed by the substantive laws of the State of Texas, without regard to conflicts of law, and by federal law where applicable. If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will not be affected in any way.

12. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and Executive, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

13. Withholding. All payments and benefits under this Agreement are subject to withholding of all applicable taxes.

14. Code Section 409A. This Agreement is intended to comply with the requirements of Section 409A of the Code, and shall be interpreted and construed consistently with such intent. The payments to Executive pursuant to this Agreement are also intended to be exempt from Section 409A of the Code to the maximum extent possible, under either the separation pay exemption pursuant to Treasury regulation §1.409A-1(b)(9)(iii) or as short-term deferrals pursuant to Treasury regulation §1.409A-1(b)(4), and for such purposes, each payment to Executive under this Agreement shall be considered a separate payment. In the event the terms of this Agreement would subject Executive to taxes or penalties under Section 409A of the Code (“409A Penalties”), the Company and Executive shall cooperate diligently to amend the terms of the Agreement to avoid such 409A Penalties, to the extent possible. To the extent any amounts under this Agreement are payable by reference to Executive’s “termination of employment” such term and similar terms shall be deemed to refer to Executive’s “separation from service,” within the meaning of Section 409A of the Code. Executive hereby agrees to be bound by the Company’s determination of its “specified employees” (as such term is defined in Section 409A of the Code) provided such determination is in accordance with any of the methods permitted under the regulations issued under Section 409A of the Code. Notwithstanding any other provision in this Agreement, to the extent any payments made or contemplated hereunder constitute nonqualified deferred compensation, within the meaning of Section 409A, then (i) each such payment that is conditioned upon Executive’s execution of a release and that is to be paid or provided during a designated period that begins in one taxable year and ends in a second taxable year, shall be paid or provided in the later of the two taxable years and (ii) if Executive is a specified employee (within the meaning of Section 409A of the Code) as of the date of Executive’s separation from service, each such payment that is payable upon Executive’s separation from service and would have been paid prior to the six-month anniversary of Executive’s separation from service, shall be delayed until the earlier to occur of (A) the first day of the seventh month following Executive’s separation from service and (B) the date of Executive’s death. Any reimbursement payable to Executive pursuant to this Agreement shall be conditioned on the submission by Executive of all expense reports reasonably required by Employer under any applicable expense reimbursement policy, and shall be paid to Executive within 30 days following receipt of such expense reports, but in no event later than the last day of the calendar year following the calendar year in which Executive incurred the reimbursable expense. Any amount of expenses eligible for reimbursement, or in-kind benefit provided, during a calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefit to be provided, during any other calendar year. The right to any reimbursement or in-kind benefit pursuant to this Agreement shall not be subject to liquidation or exchange for any other benefit.

15. Clawbacks. The payments to Executive pursuant to this Agreement are subject to forfeiture or recovery by the Company or other action pursuant to any clawback or recoupment policy that the Company may adopt from time to time, including, without limitation, any such policy or provision that the Company has included in any of its existing compensation programs or plans or that it may be required to adopt under the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or as otherwise required by law.

16. Cooperation. Executive agrees, during and after the Employment Period, without limitation as to time, to provide information, assistance and cooperation to the Company and its Affiliates, including but not limited to the transition of his most recent role and his attendance and truthful testimony with respect to the Company’s or its Affiliates’ investigation, analysis, resolution, defense and/or prosecution of any existing and/or future claims, disputes or disagreements with respect to any and all matters about which Executive has knowledge, or should have knowledge, by virtue of his employment with the Company or otherwise. Such assistance and cooperation shall be provided by Executive without fee or charge. The Company will take reasonable steps to ensure that such assistance shall be given during regular business hours at locations and times mutually agreed upon by Executive and the Company, except with respect to mandated court appearances for which Executive will make himself available upon reasonable notice. Executive shall be entitled to receive prompt reimbursement for all reasonable travel expenses incurred by him in accordance with such cooperation, provided that Executive properly accounts for such expenses in accordance with the Company’s policies and procedures.

17. Company Policies. Executive shall be subject to additional policies of the Company and its Affiliates as they may exist from time-to-time, including, without limitation, policies with regard to stock ownership by senior executives and policies regarding trading of securities.

18. Legal Fees. The Company shall reimburse Executive for all reasonable legal fees and expenses incurred by Executive in connection with the negotiation and review of this Agreement and any ancillary documents entered into contemporaneously with the execution of this Agreement.

19. Indemnification. Executive shall be indemnified by the Company as provided in the Company's Bylaws and Certificate of Incorporation, and pursuant to applicable law. The obligations under this section shall survive termination of the Employment Period. During the Employment Period and thereafter (with respect to events occurring during the Employment Period), the Company also shall provide Executive with coverage under its current directors' and officers' liability policy to the same extent that it provides such coverage to its other executive officers.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same instrument.

[Remainder of Page Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

/s/ Douglas E. Brooks

Douglas E. Brooks

ENERGY XXI GULF COAST, INC.

By: /s/ Michael S. Reddin

Michael S. Reddin

Chairman of the Board

[Signature Page to Douglas Brooks Employment Agreement]

EXHIBIT A
FORM OF
WAIVER AND RELEASE OF CLAIMS AGREEMENT

[] (“ Executive ”) hereby acknowledges that Energy XXI Gulf Coast, Inc. (“ Employer ”) is offering Executive certain payments in connection with Executive’s termination of employment pursuant to the employment agreement entered into between Employer and Executive, as amended (the “ Employment Agreement ”), in exchange for Executive’s promises in this Waiver and Release of Claims Agreement (this “ Agreement ”). Executive’s termination of employment shall be effective on [●] (the “ Termination Date ”).

Severance Payments

1. Executive agrees that Executive will be entitled to receive the applicable severance payments under the Employment Agreement (the “ Severance Payments ”) only if Executive accepts and does not revoke this Agreement, which requires Executive to release both known and unknown claims.
2. Executive agrees that the Severance Payments tendered under the Employment Agreement constitute fair and adequate consideration for the execution of this Agreement. Executive further agrees that Executive has been fully compensated for all wages and fringe benefits, including, but not limited to, paid and unpaid leave, due and owing, and that the Severance Payments are in addition to payments and benefits to which Executive is otherwise entitled.

Claims That Are Being Released

3. Executive agrees that this Agreement constitutes a full and final release by Executive and Executive’s descendants, dependents, heirs, executors, administrators, assigns, and successors, of any and all claims, charges, and complaints, whether known or unknown, that Executive has or may have to date against Employer and any of its parents, subsidiaries, or affiliated entities and their respective officers, directors, shareholders, partners, joint venturers, employees, consultants, insurers, agents, predecessors, successors, and assigns, arising out of or related to Executive’s employment or the termination thereof, or otherwise based upon acts or events that occurred on or before the date on which Executive signs this Agreement. To the fullest extent allowed by law, Executive hereby waives and releases any and all such claims, charges, and complaints in return for the Severance Payments. This release of claims is intended to be as broad as the law allows, and includes, but is not limited to, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith or fair dealing, express or implied, any tort or common law claims, any legal restrictions on Employer’s right to terminate employees, and any claims under any federal, state, municipal, local, or other governmental statute, regulation, or ordinance, including, without limitation:
-

- (a) claims of discrimination, harassment, or retaliation under equal employment laws such as Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Rehabilitation Act of 1973, and any and all other federal, state, municipal, local, or foreign equal opportunity laws;
- (b) if applicable, claims of wrongful termination of employment; statutory, regulatory, and common law “whistleblower” claims, and claims for wrongful termination in violation of public policy;
- (c) claims arising under the Employee Retirement Income Security Act of 1974, except for any claims relating to vested benefits under Employer’s employee benefit plans;
- (d) claims of violation of wage and hour laws, including, but not limited to, claims for overtime pay, meal and rest period violations, and recordkeeping violations; and
- (e) claims of violation of federal, state, municipal, local, or foreign laws concerning leaves of absence, such as the Family and Medical Leave Act.

Claims That Are Not Being Released

4. This release does not include any claims that may not be released as a matter of law, and this release does not waive claims or rights that arise after Executive signs this Agreement. Further, this release will not prevent Executive from doing any of the following:

- (a) obtaining unemployment compensation, state disability insurance, or workers' compensation benefits from the appropriate agency of the state in which Executive lives and works, provided Executive satisfies the legal requirements for such benefits (nothing in this Agreement, however, guarantees or otherwise constitutes a representation of any kind that Executive is entitled to such benefits);
- (b) asserting any right that is created or preserved by this Agreement, such as Executive's right to receive the Severance Payments;
- (c) filing a charge, giving testimony or participating in any investigation conducted by the Equal Employment Opportunity Commission (the "EEOC") or any duly authorized agency of the United States or any state (however, Executive is hereby waiving the right to any personal monetary recovery or other personal relief should the EEOC (or any similarly authorized agency) pursue any class or individual charges in part or entirely on Executive's behalf); or
- (d) challenging or seeking determination in good faith of the validity of this waiver under the Age Discrimination in Employment Act (nor does this release impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law).

Additional Executive Covenants

5. To the extent applicable, Executive confirms and agrees to Executive's continuing obligations under the Employment Agreement, including, without limitation, following termination of Executive's employment with Employer. This includes, without limitation, Executive's continuing obligations under Sections 5 and 16 of the Employment Agreement.

Voluntary Agreement And Effective Date

6. Executive understands and acknowledges that, by signing this Agreement, Executive is agreeing to all of the provisions stated in this Agreement, and has read and understood each provision.

7. The parties understand and agree that:

- (a) Executive will have a period of 21 calendar days in which to decide whether or not to sign this Agreement, and an additional period of seven calendar days after signing in which to revoke this Agreement. If Executive signs this Agreement before the end of such 21-day period, Executive certifies and agrees that the decision is knowing and voluntary and is not induced by Employer through (i) fraud, misrepresentation, or a threat to withdraw or alter the offer before the end of such 21-day period or (ii) an offer to provide different terms in exchange for signing this Agreement before the end of such 21-day period.
- (b) In order to exercise this revocation right, Executive must deliver written notice of revocation to the General Counsel of the Company on or before the seventh calendar day after Executive executes this Agreement. Executive understands that, upon delivery of such notice, this Agreement will terminate and become null and void.
- (c) The terms of this Agreement will not take effect or become binding, and Executive will not become entitled to receive the Severance Payments, until that seven-day period has lapsed without revocation by Executive. If Executive elects not to sign this Agreement or revokes it within seven calendar days of signing, Executive will not receive the Severance Payments.
- (d) All amounts payable hereunder will be paid in accordance with the applicable terms of the Employment Agreement.

Governing Law

- 8. This Agreement will be governed by the substantive laws of the State of Texas, without regard to conflicts of law, and by federal law where applicable.
- 9. If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will not be affected in any way.

Consultation With Attorney

- 10. Executive is hereby encouraged and advised to confer with an attorney regarding this Agreement. By signing this Agreement, Executive acknowledges that Executive has consulted, or had an opportunity to consult with, an attorney or a representative of Executive's choosing, if any, and that Executive is not relying on any advice from Employer or its agents or attorneys in executing this Agreement.
- 11. This Agreement was provided to Executive for consideration on [INSERT DATE THIS AGREEMENT PROVIDED TO EXECUTIVE].

[Signature Page Follows; Remainder of Page Blank]

PLEASE READ THIS AGREEMENT CAREFULLY; IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Executive certifies that Executive has read this Agreement and fully and completely understands and comprehends its meaning, purpose, and effect. Executive further states and confirms that Executive has signed this Agreement knowingly and voluntarily and of Executive's own free will, and not as a result of any threat, intimidation or coercion on the part of Employer or its representatives or agents.

EXECUTIVE

[]

Date:

[Signature Page for Waiver and Release of Claims Agreement]

ENERGY XXI GULF COAST, INC.
2016 LONG TERM INCENTIVE PLAN

NOTICE OF GRANT OF RESTRICTED STOCK UNIT

Douglas E. Brooks

You have been awarded restricted stock units with respect to shares of common stock, par value \$0.01 per share (“Stock”), of Energy XXI Gulf Coast, Inc., a Delaware corporation (the “Company”), pursuant to the terms and conditions of the Energy XXI Gulf Coast, Inc. 2016 Long Term Incentive Plan (the “Plan”) and the Restricted Stock Unit Agreement attached hereto (together with this Notice of Grant, the “Agreement”). Capitalized terms not defined herein shall have the respective meanings specified in the Plan or the Agreement, as applicable.

Restricted Stock Units: You have been awarded a restricted stock unit award with respect to 49,382 shares of Stock, subject to adjustment as provided in the Plan (the “Award”).

Grant Date : April 17, 2017 (“Grant Date”)

Vesting Schedule : Except as otherwise provided in the Plan, the Agreement or any other agreement between you and the Company, the Award shall vest as follows: (i) 33% of the shares of Stock subject to the Award on the Grant Date shall vest on the first anniversary of the Grant Date; (ii) 33% of the shares of Stock subject to the Award on the Grant Date shall vest on the second anniversary of the Grant Date; and (iii) the remaining 34% of the shares of Stock subject to the Award on the Grant Date shall vest on the third anniversary of the Grant Date, in each case provided you remain continuously in service with the Company through the applicable vesting date (each, a “Vesting Date”) in accordance with Section 5 of the Agreement; *provided, however*, that upon a qualifying termination of employment in accordance with Section 4(b)(iv) of your Employment Agreement, any unvested shares of Stock subject to the Award shall become fully vested on such termination of employment.

Change of Control : Upon a Change of Control prior to the vesting of the Award, the Forfeiture Restrictions shall lapse and the Award shall fully accelerate and be settled in accordance with Section 4 of the Agreement.

ENERGY XXI GULF COAST, INC.

By: /s/ Michael S. Reddin
Michael S. Reddin
Chairman of the Board

Acknowledgment, Acceptance and Agreement :

By accepting this Notice of Grant, I hereby acknowledge receipt of the Agreement and the Plan, accept the Award granted to me and agree to be bound by the terms and conditions of this Notice of Grant, the Agreement and the Plan.

By: /s/ Douglas E. Brooks
Douglas E. Brooks

[Signature Page to Notice of Restricted Stock Unit for Doug Brooks First Annual Equity Grant]

**ENERGY XXI GULF COAST, INC.
2016 LONG TERM INCENTIVE PLAN**

RESTRICTED STOCK UNIT AGREEMENT

This Agreement is made and entered into as of the Date of Grant set forth in the Notice of Grant of Restricted Stock Unit (“Notice of Grant”) by and between Energy XXI Gulf Coast, Inc., a Delaware corporation (the “Company”), and you;

WHEREAS, the Company in order to induce you to enter into and to continue and dedicate service to the Company and to materially contribute to the success of the Company agrees to grant you this restricted stock unit award;

WHEREAS, the Company adopted the Energy XXI Gulf Coast, Inc. 2016 Long Term Incentive Plan, as it may be amended from time to time (the “Plan”), under which the Company is authorized to grant restricted stock units to certain employees, directors and other service providers of the Company and certain Affiliates;

WHEREAS, a copy of the Plan has been furnished to you and shall be deemed a part of this Restricted Stock Unit Agreement (“Agreement”) as if fully set forth herein and the terms capitalized but not defined herein shall have the respective meanings set forth in the Plan or the Notice of Grant; and

WHEREAS, you desire to accept the restricted stock unit award made pursuant to this Agreement.

NOW, THEREFORE, in consideration of and mutual covenants set forth herein and for other valuable consideration hereinafter set forth, the parties agree as follows:

1. The Grant. Subject to the conditions set forth below, the Company hereby grants you, effective as of the Date of Grant set forth in the Notice of Grant, an award consisting of an aggregate number of Restricted Stock Units, whereby each Restricted Stock Unit represents the right to receive one share of Stock, in accordance with the terms and conditions set forth herein and in the Plan (the “Award”). For the avoidance of doubt, and notwithstanding any provision in the Notice of Grant or this Agreement to the contrary, any settlement of the Award shall be effected solely by the deliver of Stock in accordance with this Agreement, and no cash shall be payable to you in connection with any such settlement.

2. No Shareholder Rights. The Restricted Stock Units granted pursuant to this Agreement do not and shall not entitle you to any rights of a holder of Stock prior to the date shares of Stock are issued to you in settlement of the Award.

3. Restrictions; Forfeiture. The Restricted Stock Units are restricted in that they (i) may not be sold, transferred or otherwise alienated or hypothecated until these restrictions are removed or expire as contemplated in Section 5 of this Agreement and as described in the Notice of Grant and (ii) may be forfeited to the Company (the “Forfeiture Restrictions”). Your rights with respect to the Restricted Stock Units shall remain forfeitable at all times prior to the date on which the Forfeiture Restrictions lapse.

4. Issuance of Stock. Except as otherwise set forth in the Notice of Grant, no shares of Stock shall be issued to you prior to the applicable Vesting Date. The Company shall, promptly and within 60 days of the applicable Vesting Date (or, if earlier, a Change of Control or a qualifying termination of employment in accordance with Section 4(b)(iv) of your Employment Agreement (as defined below)), cause to be issued Stock registered in your name in payment of such vested Restricted Stock Units upon receipt by the Company of any required tax withholding. The Company shall evidence the Stock to be issued in payment of such vested Restricted Stock Units in the manner it deems appropriate. The value of any fractional Restricted Stock Units shall be rounded down at the time Stock is issued to you in connection with the Restricted Stock Units. No fractional shares of Stock, nor the cash value of any fractional shares of Stock, will be issuable or payable to you pursuant to this Agreement. The value of such shares of Stock shall not bear any interest owing to the passage of time. Neither this Section 4 nor any action taken pursuant to or in accordance with this Section 4 shall be construed to create a trust or a funded or secured obligation of any kind.

5. Expiration of Restrictions and Risk of Forfeiture. The restrictions on the Restricted Stock Units granted pursuant to this Agreement, including the Forfeiture Restrictions, will expire as set forth in the Notice of Grant and shares of Stock that are nonforfeitable and transferable will be issued to you in payment of your vested Restricted Stock Units as set forth in Section 4, provided that you remain in the employ of, or a service provider to, the Company or its Subsidiaries until the applicable dates set forth in the Notice of Grant or as otherwise required by your Employment Agreement.

6. Termination of Services. Subject to Section 31 and your Notice of Grant, if your service relationship with the Company or any of its Subsidiaries is terminated for any reason, then those Restricted Stock Units for which the Forfeiture Restrictions have not lapsed as of the date of termination shall become null and void and those Restricted Stock Units shall be forfeited to the Company. The Restricted Stock Units for which the Forfeiture Restrictions have lapsed as of the date of such termination, including Restricted Stock Units for which the restrictions lapsed in connection with such termination, shall not be forfeited to the Company and shall be settled as set forth in Section 4.

7. Leave of Absence. Subject to Section 409A of the Code, with respect to the Award, the Company may, in its sole discretion, determine that if you are on an approved leave of absence for any reason you will be considered to still be in the employ of, or providing services for, the Company, provided that rights to the Restricted Stock Units during a leave of absence will be limited to the extent to which those rights were earned or vested when the leave of absence began.

8. Payment of Taxes. The Company may require you to pay to the Company (or the Company's Subsidiary if you are an employee of a Subsidiary of the Company) an amount the Company deems necessary or appropriate to satisfy its (or its Subsidiary's) current or future obligation to withhold federal, state or local income or other taxes that you incur as a result of the Award. With respect to any tax withholding, you may (a) direct the Company to withhold from the shares of Stock to be issued to you under this Agreement the number of shares necessary to satisfy the Company's obligation to withhold taxes, which determination will be based on the shares' Fair Market Value at the time such determination is made; (b) deliver to the Company shares of Stock sufficient to satisfy the Company's tax withholding obligations, based on the shares' Fair Market Value at the time such determination is made; (c) deliver cash to the Company sufficient to satisfy its tax withholding obligations; or (d) satisfy such tax withholding through any combination of subparagraphs (a), (b) and (c). If you desire to elect to use the stock withholding option described in subparagraph (a), you must make the election at the time and in the manner the Company prescribes. If such tax obligations are satisfied under subparagraph (a) or (b), the maximum number of shares of Stock that may be so withheld or surrendered shall be the number of shares of Stock that have an aggregate Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such tax liabilities determined based on the greatest withholding rates for federal, state, foreign and/or local tax purposes, including payroll taxes, that may be utilized without creating adverse accounting treatment with respect to such Award. If you are not subject to Section 16 of the Exchange Act, the Company, in its discretion, may deny your request to satisfy its tax withholding obligations using a method described under subparagraph (a), (b), or (d). In the event the Company determines that the aggregate Fair Market Value of the shares of Stock withheld as payment of any tax withholding obligation is insufficient to discharge that tax withholding obligation, then you must pay to the Company, in cash, the amount of that deficiency immediately upon the Company's request.

9. Compliance with Securities Law. Notwithstanding any provision of this Agreement to the contrary, the issuance of Stock will be subject to compliance with all applicable requirements of federal, state, or foreign law with respect to such securities and with the requirements of any stock exchange or market system upon which the Stock may then be listed. No Stock will be issued hereunder if such issuance would constitute a violation of any applicable federal, state, or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. In addition, Stock will not be issued hereunder unless (a) a registration statement under the Securities Act is, at the time of issuance, in effect with respect to the shares issued or (b) in the opinion of legal counsel to the Company, the shares issued may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. YOU ARE CAUTIONED THAT ISSUANCE OF STOCK UPON THE VESTING OF RESTRICTED STOCK UNITS GRANTED PURSUANT TO THIS AGREEMENT MAY NOT OCCUR UNLESS THE FOREGOING CONDITIONS ARE SATISFIED. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Award will relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority has not been obtained. As a condition to any issuance hereunder, the Company may require you to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect to such compliance as may be requested by the Company. From time to time, the Board and appropriate officers of the Company are authorized to take the actions necessary and appropriate to file required documents with governmental authorities, stock exchanges, and other appropriate Persons to make shares of Stock available for issuance.

10. Adjustments. The terms of the Award, including the number and type of shares subject to the Award, shall be subject to adjustment in accordance with Section 8 of the Plan.

11. Right of First Refusal. Stock acquired pursuant hereto is subject to the provisions of Section 9(b) of the Plan.

12. Purchase Option. Stock acquired pursuant hereto is subject to the provisions of Section 9(c) of the Plan.
13. Legends. The Company may at any time place legends referencing any restrictions imposed on the shares pursuant to this Agreement on all certificates representing shares issued with respect to this Award.
14. Right of the Company and Subsidiaries to Terminate Services. Nothing in this Agreement confers upon you the right to continue in the employ of or performing services for the Company or any Subsidiary, or interferes in any way with the rights of the Company or any Subsidiary to terminate your employment or service relationship at any time.
15. Furnish Information. You agree to furnish to the Company all information requested by the Company to enable it to comply with any reporting or other requirements imposed upon the Company by or under any applicable statute or regulation.
16. No Liability for Good Faith Determinations. The Company and the members of the Board shall not be liable for any act, omission or determination taken or made in good faith with respect to the Plan, this Agreement or the Restricted Stock Units granted hereunder.
17. Execution of Receipts and Releases. Any issuance or transfer of shares of Stock or other property to you, or to your legal representative, heir, legatee or distributee, in accordance with the provisions hereof, shall, to the extent thereof, be in full satisfaction of all claims of such Persons hereunder. The Company may require you or your legal representative, heir, legatee or distributee, as a condition precedent to such issuance or transfer, to execute a release and receipt therefor in such form as it shall determine.
18. No Guarantee of Interests. The Board and the Company do not guarantee the Stock of the Company from loss or depreciation.
19. Company Records. Records of the Company or its Subsidiaries regarding your period of service, termination of service and the reason(s) therefor, and other matters shall be conclusive for all purposes hereunder, unless determined by the Company to be incorrect.
20. Notice. All notices required or permitted under this Agreement must be in writing and personally delivered or sent by mail and shall be deemed to be delivered on the date on which it is actually received by the person to whom it is properly addressed or if earlier the date it is sent via certified United States mail.
21. Waiver of Notice. Any person entitled to notice hereunder may waive such notice in writing.
22. Successors. This Agreement shall be binding upon you, your legal representatives, heirs, legatees and distributees, and upon the Company, its successors and assigns.
23. Severability. If any provision of this Agreement is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal or invalid provision had never been included herein.

24. Company Action. Any action required of the Company shall be by resolution of the Board, an authorized committee of the Board or by a person or entity authorized to act by resolution of the Board.

25. Headings. The titles and headings of Sections are included for convenience of reference only and are not to be considered in construction of the provisions hereof.

26. Governing Law. All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of Delaware, without giving any effect to any conflict of law provisions thereof, except to the extent Delaware state law is preempted by federal law. The obligation of the Company to sell and deliver Stock hereunder is subject to applicable laws and to the approval of any governmental authority required in connection with the authorization, issuance, sale, or delivery of such Stock.

27. Consent to Texas Jurisdiction and Venue. You hereby consent and agree that state courts located in Harris County, Texas and the United States District Court for the Southern District of Texas each shall have personal jurisdiction and proper venue with respect to any dispute between you and the Company arising in connection with the Restricted Stock Units or this Agreement. In any dispute with the Company, you will not raise, and you hereby expressly waive, any objection or defense to such jurisdiction as an inconvenient forum.

28. Amendment. This Agreement may be amended the Board or by the Committee at any time (a) without your consent, so long as the amendment does not materially and adversely affect your rights under the Award, or (b) with your consent. For purposes of clarity, any adjustment made to the Award pursuant to Section 8 of the Plan will be deemed not to materially and adversely affect your rights under this Award.

29. Clawback. This Agreement and your Award is subject to any written clawback policies of the Company. Any such policy may subject your Award and amounts paid or realized with respect to your Award to reduction, cancelation, forfeiture or recoupment if certain specified events or wrongful conduct occur, including but not limited to an accounting restatement due to the Company's material noncompliance with financial reporting regulations or other events or wrongful conduct specified in any such clawback policy adopted to conform to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and rules promulgated thereunder by the Securities and Exchange Commission and that the Company determines should apply to this Award.

30. Nonqualified Deferred Compensation Rules.

(a) Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with the Nonqualified Deferred Compensation Rules or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from the Nonqualified Deferred Compensation Rules either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from the Nonqualified Deferred Compensation Rules to the maximum extent possible. Any payments to be made under this Agreement upon a termination of your employment shall only be made if such termination of employment constitutes a "separation from service" under the Nonqualified Deferred Compensation Rules.

(b) Notwithstanding any provision in this Agreement to the contrary, (i) if any payment or benefit provided for herein would be subject to additional taxes and interest under the Nonqualified Deferred Compensation Rules if your receipt of such payment or benefit is not delayed until the earlier of (A) your death or (B) the date that is six months after the date of your separation from service (such date, the “Section 409A Payment Date”), then such payment or benefit shall not be provided to you (or your estate, if applicable) until the Section 409A Payment Date or (ii) if the payments hereunder constitute Nonqualified Deferred Compensation, then each such payment that is conditioned upon your execution of a release and that is to be paid or provided during a designated period that begins in one taxable year and ends in a second taxable year, shall be paid or provided in the later of the two taxable years. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, the Nonqualified Deferred Compensation Rules and in no event shall the Company or its Affiliates be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with the Nonqualified Deferred Compensation Rules.

31. The Plan. This Agreement and the Notice of Grant are subject to all the terms, conditions, limitations and restrictions contained in the Plan. In the event of any conflict or inconsistency between any terms and conditions of this Agreement, the Notice of Grant, and the terms and provisions of an employment agreement, consulting agreement, severance or change in control agreement, if any, between you and the Company or any Subsidiary or other Affiliate (the “Employment Agreement”), the terms and conditions of the Employment Agreement shall be controlling. Taking into account the provisions of Section 6(a) of the Plan, if there is any conflict or inconsistency between the Plan and the Notice of Grant, this Agreement, or the Employment Agreement, then you acknowledge and agree that those terms of the Plan shall control and, if necessary, the applicable terms of the Notice of Grant, this Agreement, or the Employment Agreement shall be deemed amended so as to carry out the purpose and intent of the Plan.

[Remainder of page intentionally left blank]

ENERGY XXI GULF COAST, INC.
2016 LONG TERM INCENTIVE PLAN

FORM OF
NOTICE OF GRANT OF OPTION

Douglas E. Brooks

You have been awarded an option to purchase shares of common stock, par value \$0.01 per share (“Stock”), of Energy XXI Gulf Coast, Inc., a Delaware corporation (the “Company”), pursuant to the terms and conditions of the Energy XXI Gulf Coast, Inc. 2016 Long Term Incentive Plan (the “Plan”) and the Option Agreement attached hereto (together with this Notice of Grant, the “Agreement”). Capitalized terms not defined herein shall have the respective meanings specified in the Plan or the Agreement, as applicable.

Options : You have been awarded a Nonstatutory Option to purchase from the Company *[number of shares subject to Option]*¹ shares of Stock, subject to adjustment as provided in the Plan (the “Option”).

Grant Date : April 17, 2017 (“Grant Date”)

Exercise Price : \$28.35, subject to adjustment as provided in the Plan.

Vesting Schedule : Except as otherwise provided in the Plan, the Agreement or any other agreement between you and the Company, the Option shall vest and become exercisable as follows: (i) 33% of the shares of Stock subject to the Option on the Grant Date shall vest and become exercisable on the first anniversary of the Grant Date; (ii) 33% of the shares of Stock subject to the Option on the Grant Date shall vest and become exercisable on the second anniversary of the Grant Date; and (iii) the remaining 34% of the shares of Stock subject to the Option on the Grant Date shall vest and become exercisable on the third anniversary of the Grant Date, in each case provided you remain continuously in service with the Company through the applicable vesting date (each, a “Vesting Date”); *provided, however*, that upon a qualifying termination of employment in accordance with Section 4(b)(iv) of your Employment Agreement, the Option, to the extent it is then outstanding, shall become fully vested on such termination of employment and may thereafter be exercised by you until the expiration of the period set forth in Section 3(b)(ii) of the Agreement.

¹ The total number of shares of Stock underlying the Option will be equal to (x) \$1,750,000 divided by (y) the per share value as of the April 17, 2017 grant date (based on third party Black-Scholes methodology).

Change of Control :

In the event of a Change of Control, the Option, to the extent it is then outstanding, shall become fully vested and be subject to Section 8(e) of the Plan and, to the extent the Option remains outstanding after such Change of Control, the Option may thereafter be exercised by you until and including the Expiration Date.

Expiration Date :

Except to the extent earlier terminated pursuant to Section 3(b) of the Agreement or earlier exercised pursuant to Section 4 of the Agreement, the Option shall terminate at 5:00 p.m., U.S. Central time, on April 17, 2027.

ENERGY XXI GULF COAST, INC.

By:

Michael S. Reddin
Chairman of the Board

Acknowledgment, Acceptance and Agreement :

By accepting this Notice of Grant, I hereby acknowledge receipt of the Agreement and the Plan, accept the Option granted to me and agree to be bound by the terms and conditions of this Notice of Grant, the Agreement and the Plan.

By:

Douglas E. Brooks

[Signature Page to Notice of Grant of Option for Doug Brooks Stock Option Grant]

**ENERGY XXI GULF COAST, INC.
2016 LONG TERM INCENTIVE PLAN**

OPTION AGREEMENT

This Agreement is made and entered into as of the Date of Grant set forth in the Notice of Grant of Option (“Notice of Grant”) by and between Energy XXI Gulf Coast, Inc., a Delaware corporation (the “Company”), and you;

WHEREAS, the Company in order to induce you to enter into and to continue and dedicate service to the Company and to materially contribute to the success of the Company agrees to grant you this option award;

WHEREAS, the Company adopted the Energy XXI Gulf Coast, Inc. 2016 Long Term Incentive Plan, as it may be amended from time to time (the “Plan”), under which the Company is authorized to grant options to certain employees, directors and other service providers of the Company and certain Affiliates;

WHEREAS, a copy of the Plan has been furnished to you and shall be deemed a part of this Option Agreement (“Agreement”) as if fully set forth herein and the terms capitalized but not defined herein shall have the respective meanings set forth in the Plan or the Notice of Grant; and

WHEREAS, you desire to accept the option awarded pursuant to this Agreement.

NOW, THEREFORE, in consideration of and mutual covenants set forth herein and for other valuable consideration hereinafter set forth, the parties agree as follows:

1. The Grant. Subject to the conditions set forth below, the Company hereby grants you, effective as of the Date of Grant set forth in the Notice of Grant, an option to purchase shares of Stock, in accordance with the terms and conditions set forth herein and in the Plan and the Notice of Grant (the “Option”).

2. No Shareholder Rights. The Options granted pursuant to this Agreement do not and shall not entitle you to any rights of a holder of Stock prior to the date that the Options are exercised and shares of Stock pursuant to such Options are purchased and issued to you upon the exercise of such Option. You shall not be considered a stockholder of the Company with respect to any shares of Stock subject to the Option not so purchased and issued.

3. Time and Manner of Exercise of Option.

(a) Maximum Term of Option. In no event may the Option be exercised, in whole or in part, after the expiration date set forth in the Notice of Grant (the “Expiration Date”).

(b) Vesting and Exercise of Option. The Option shall become vested and exercisable in accordance with the vesting schedule set forth in the Notice of Grant. The Option shall be vested and exercisable following a termination of your employment according to the following terms and conditions:

(i) Termination of Employment due to Death or Disability. If your employment with the Company terminates by reason of your death or Disability, the Option, to the extent vested on the effective date of such termination of employment, may thereafter be exercised by you or your executor, administrator, legal representative, guardian or similar person until and including the earlier to occur of (i) the date that is one year after the date of termination of employment and (ii) the Expiration Date. Except to the extent the Option is vested and exercisable as of the date of your death or termination due to Disability, the Option shall terminate as of the date of your termination of employment.

(ii) Termination by the Company Other than for Cause, Death or Disability or by You. If your employment with the Company is terminated (i) by the Company for any reason other than for Cause, death or Disability or (ii) by you by reason of your resignation from employment for any reason, the Option, to the extent vested on the effective date of such termination of employment, may thereafter be exercised by you until and including the earlier to occur of (i) the date that is ninety (90) days after the date of such termination of employment and (ii) the Expiration Date.

(iii) Termination by the Company for Cause. If your employment with the Company terminates by reason of the Company's termination of your employment for Cause, then the Option, regardless of whether vested, shall terminate immediately upon such termination of employment.

(c) Definitions.

(i) Cause. For purposes of this Option, "Cause" shall mean the occurrence of any one of the following, as determined by an express resolution of the independent members of the Board:

(1) gross negligence or willful misconduct in the performance of, or your abuse of alcohol or drugs rendering you unable to perform, the material duties and services required for your position with the Company, which neglect or misconduct, if remediable, remains unremedied for twenty (20) days following written notice of such by the Company to you;

(2) your conviction or plea of nolo contendere for any crime involving moral turpitude or a felony;

(3) your commission of an act of embezzlement, deceit or fraud intended to result in personal and unauthorized enrichment of you at the expense of the Company or any of its Affiliates;

(4) your (A) intentional material violation of the written policies of the Company or any of its Affiliates, (B) material breach of a material obligation of you to the Company pursuant to your duties and obligations under the Company's Bylaws, or (C) material breach of a material obligation of you to the Company or any of its Affiliates pursuant to this Agreement or any award or other agreement between you and the Company or any of its Affiliates; or

(5) your failure to follow any lawful directive of the Chief Executive Officer, your direct or indirect supervisor or the Board or other refusal to perform your duties hereunder;

provided, however, that if you have an Employment Agreement (as defined in Section 28 hereof), the term “Cause” shall have the meaning set forth therein.

(ii) Disability. For purpose of this Option, termination by reason of “Disability” shall mean your termination of employment as a result of your becoming incapacitated for a period of at least 180 days by accident, sickness or other circumstance that renders you mentally or physically incapable of performing your material duties for the Company; *provided, however*, that if you have an Employment Agreement, the term “Disability” shall have the meaning set forth therein.

4. Method of Exercise. Subject to the limitations set forth in this Agreement, the Option, to the extent vested, may be exercised by you (a) by delivering to the Company an exercise notice in the form prescribed by the Company specifying the number of whole shares of Stock to be purchased and by accompanying such notice with payment therefor in full (or by arranging for such payment to the Company’s satisfaction) either (i) in cash, (ii) by delivery to the Company (either actual delivery or by attestation procedures established by the Company) of shares of Stock having an aggregate Fair Market Value, determined as of the date of exercise, equal to the aggregate purchase price payable pursuant to the Option by reason of such exercise, (iii) by authorizing the Company to withhold whole shares of Stock that would otherwise be delivered having an aggregate Fair Market Value, determined as of the date of exercise, equal to the amount necessary to satisfy such obligation, (iv) except as may be prohibited by applicable law, in cash by a broker-dealer acceptable to the Company to whom you have submitted an irrevocable notice of exercise or (v) by a combination of subparagraphs (i), (ii) and (iii), and (b) by executing such documents as the Company may reasonably request. Any fraction of a share of Stock that would be required to pay such purchase price shall be disregarded and the remaining amount due shall be paid in cash by you. No certificate representing a share of Stock shall be issued or delivered until the full purchase price therefor and any withholding taxes thereon, as described in Section 6, have been paid.

5. Leave of Absence. With respect to the Option, the Company may, in its sole discretion, determine that if you are on an approved leave of absence for any reason you will be considered to still be in the employ of, or providing services for, the Company, provided that rights to the Options during a leave of absence will be limited to the extent to which those rights were vested when the leave of absence began.

6. Payment of Taxes. The Company may require you to pay to the Company (or the Company's Subsidiary if you are an employee of a Subsidiary of the Company) an amount the Company deems necessary or appropriate to satisfy its (or its Subsidiary's) current or future obligation to withhold federal, state or local income or other taxes that you incur as a result of the Option. With respect to any tax withholding, you may (a) direct the Company to withhold from the shares of Stock to be issued to you under this Agreement the number of shares necessary to satisfy the Company's obligation to withhold taxes, which determination will be based on the shares' Fair Market Value at the time such determination is made; (b) deliver to the Company shares of Stock sufficient to satisfy the Company's tax withholding obligations, based on the shares' Fair Market Value at the time such determination is made; (c) deliver cash to the Company sufficient to satisfy its tax withholding obligations; (d) except as may be prohibited by applicable law, a cash payment by a broker-dealer acceptable to the Company to whom you have submitted an irrevocable notice of exercise or (e) satisfy such tax withholding through any combination of subparagraphs (a), (b) and (c). If you desire to elect to use the stock withholding option described in subparagraph (a), you must make the election at the time and in the manner the Company prescribes. If such tax obligations are satisfied under subparagraph (a) or (b), the maximum number of shares of Stock that may be so withheld or surrendered shall be the number of shares of Stock that have an aggregate Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such tax liabilities determined based on the greatest withholding rates for federal, state, foreign and/or local tax purposes, including payroll taxes, that may be utilized without creating adverse accounting treatment with respect to such Option. If you are not subject to Section 16 of the Exchange Act, the Company, in its discretion, may deny your request to satisfy its tax withholding obligations using a method described under subparagraph (a), (b), or (d). In the event the Company determines that the aggregate Fair Market Value of the shares of Stock withheld as payment of any tax withholding obligation is insufficient to discharge that tax withholding obligation, then you must pay to the Company, in cash, the amount of that deficiency immediately upon the Company's request.

7. Compliance with Securities Law. Notwithstanding any provision of this Agreement to the contrary, the issuance of Stock will be subject to compliance with all applicable requirements of federal, state, or foreign law with respect to such securities and with the requirements of any stock exchange or market system upon which the Stock may then be listed. No Stock will be issued hereunder if such issuance would constitute a violation of any applicable federal, state, or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. In addition, Stock will not be issued hereunder unless (a) a registration statement under the Securities Act is, at the time of issuance, in effect with respect to the shares issued or (b) in the opinion of legal counsel to the Company, the shares issued may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. YOU ARE CAUTIONED THAT ISSUANCE OF STOCK UPON THE EXERCISE OF OPTIONS GRANTED PURSUANT TO THIS AGREEMENT MAY NOT OCCUR UNLESS THE FOREGOING CONDITIONS ARE SATISFIED. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Option will relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority has not been obtained. As a condition to any issuance hereunder, the Company may require you to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect to such compliance as may be requested by the Company. From time to time, the Board and appropriate officers of the Company are authorized to take the actions necessary and appropriate to file required documents with governmental authorities, stock exchanges, and other appropriate Persons to make shares of Stock available for issuance.

8. Adjustments. The terms of the Option, including the number, exercise price and type of shares subject to the Option, shall be subject to adjustment in accordance with Section 8 of the Plan.

9. Right of First Refusal. Stock acquired pursuant hereto is subject to the provisions of Section 9(b) of the Plan.
10. Purchase Option. Stock acquired pursuant hereto is subject to the provisions of Section 9(c) of the Plan.
11. Legends. The Company may at any time place legends referencing any restrictions imposed on the shares pursuant to this Agreement on all certificates representing shares issued with respect to this Option.
12. Right of the Company and Subsidiaries to Terminate Services. Nothing in this Agreement confers upon you the right to continue in the employ of or performing services for the Company or any Subsidiary, or interferes in any way with the rights of the Company or any Subsidiary to terminate your employment or service relationship at any time.
13. Furnish Information. You agree to furnish to the Company all information requested by the Company to enable it to comply with any reporting or other requirements imposed upon the Company by or under any applicable statute or regulation.
14. No Liability for Good Faith Determinations. The Company and the members of the Board shall not be liable for any act, omission or determination taken or made in good faith with respect to the Plan, this Agreement or the Options granted hereunder.
15. Execution of Receipts and Releases. Any issuance or transfer of shares of Stock or other property to you, or to your legal representative, heir, legatee or distributee, in accordance with the provisions hereof, shall, to the extent thereof, be in full satisfaction of all claims of such Persons hereunder. The Company may require you or your legal representative, heir, legatee or distributee, as a condition precedent to such issuance or transfer, to execute a release and receipt therefor in such form as it shall determine.
16. No Guarantee of Interests. The Board and the Company do not guarantee the Stock of the Company from loss or depreciation.
17. Company Records. Records of the Company or its Subsidiaries regarding your period of service, termination of service and the reason(s) therefor, and other matters shall be conclusive for all purposes hereunder, unless determined by the Company to be incorrect.
18. Notice. All notices required or permitted under this Agreement must be in writing and personally delivered or sent by mail and shall be deemed to be delivered on the date on which it is actually received by the person to whom it is properly addressed or if earlier the date it is sent via certified United States mail.
19. Waiver of Notice. Any person entitled to notice hereunder may waive such notice in writing.
20. Successors. This Agreement shall be binding upon you, your legal representatives, heirs, legatees and distributees, and upon the Company, its successors and assigns.

21. Severability. If any provision of this Agreement is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal or invalid provision had never been included herein.

22. Company Action. Any action required of the Company shall be by resolution of the Board, an authorized committee of the Board or by a person or entity authorized to act by resolution of the Board.

23. Headings. The titles and headings of Sections are included for convenience of reference only and are not to be considered in construction of the provisions hereof.

24. Governing Law. All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of Delaware, without giving any effect to any conflict of law provisions thereof, except to the extent Delaware state law is preempted by federal law. The obligation of the Company to sell and deliver Stock hereunder is subject to applicable laws and to the approval of any governmental authority required in connection with the authorization, issuance, sale, or delivery of such Stock.

25. Consent to Texas Jurisdiction and Venue. You hereby consent and agree that state courts located in Harris County, Texas and the United States District Court for the Southern District of Texas each shall have personal jurisdiction and proper venue with respect to any dispute between you and the Company arising in connection with the Options or this Agreement. In any dispute with the Company, you will not raise, and you hereby expressly waive, any objection or defense to such jurisdiction as an inconvenient forum.

26. Amendment. This Agreement may be amended the Board or by the Committee at any time (a) without your consent, so long as the amendment does not materially and adversely affect your rights under the Option, or (b) with your consent. For purposes of clarity, any adjustment made to the Option pursuant to Section 8 of the Plan will be deemed not to materially and adversely affect your rights under this Option.

27. Clawback. This Agreement and your Option is subject to any written clawback policies of the Company. Any such policy may subject your Option and amounts paid or realized with respect to your Option to reduction, cancelation, forfeiture or recoupment if certain specified events or wrongful conduct occur, including but not limited to an accounting restatement due to the Company's material noncompliance with financial reporting regulations or other events or wrongful conduct specified in any such clawback policy adopted to conform to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and rules promulgated thereunder by the Securities and Exchange Commission and that the Company determines should apply to this Option.

28. The Plan. This Agreement and the Notice of Grant are subject to all the terms, conditions, limitations and restrictions contained in the Plan. In the event of any conflict or inconsistency between any terms and conditions of this Agreement, the Notice of Grant, and the terms and provisions of an employment agreement, consulting agreement, severance or change in control agreement, if any, between you and the Company or any Subsidiary or other Affiliate (the "Employment Agreement"), the terms and conditions of the Employment Agreement shall be controlling. Taking into account the provisions of Section 6(a) of the Plan, if there is any conflict or inconsistency between the Plan and the Notice of Grant, this Agreement, or the Employment Agreement, then you acknowledge and agree that those terms of the Plan shall control and, if necessary, the applicable terms of the Notice of Grant, this Agreement, or the Employment Agreement shall be deemed amended so as to carry out the purpose and intent of the Plan.

[Remainder of page intentionally left blank]

**ENERGY XXI GULF COAST, INC.
2016 LONG TERM INCENTIVE PLAN**

NOTICE OF GRANT OF RESTRICTED STOCK UNIT

Douglas E. Brooks

You have been awarded restricted stock units with respect to shares of common stock, par value \$0.01 per share (“Stock”), of Energy XXI Gulf Coast, Inc., a Delaware corporation (the “Company”), pursuant to the terms and conditions of the Energy XXI Gulf Coast, Inc. 2016 Long Term Incentive Plan (the “Plan”) and the Restricted Stock Unit Agreement attached hereto (together with this Notice of Grant, the “Agreement”). Capitalized terms not defined herein shall have the respective meanings specified in the Plan or the Agreement, as applicable.

Restricted Stock Units : You have been awarded a restricted stock unit award with respect to 61,728 shares of Stock, subject to adjustment as provided in the Plan (the “Award”).

Grant Date : April 17, 2017 (“Grant Date”)

Vesting Schedule : Except as otherwise provided in the Plan, the Agreement or any other agreement between you and the Company, 50% of the shares of Stock subject to the Award shall vest on December 29, 2017 and (ii) the remaining 50% of the shares of Stock subject to the Award shall vest on December 31, 2018, in each case provided you remain continuously in service with the Company through the applicable vesting date (each, a “Vesting Date”) in accordance with Section 5 of the Agreement; *provided, however*, that upon a qualifying termination of employment in accordance with Section 4(b)(iii) of your Employment Agreement, any unvested shares of Stock subject to the Award shall become fully vested on such termination of employment.

Change of Control : Upon a Change of Control prior to the vesting of the Award, the Forfeiture Restrictions shall lapse and the Award shall fully accelerate and be settled in accordance with Section 4 of the Agreement.

ENERGY XXI GULF COAST, INC.

By: /s/ Michael S. Reddin
Michael S. Reddin
Chairman of the Board

Acknowledgment, Acceptance and Agreement :

By accepting this Notice of Grant, I hereby acknowledge receipt of the Agreement and the Plan, accept the Award granted to me and agree to be bound by the terms and conditions of this Notice of Grant, the Agreement and the Plan.

By: /s/ Douglas E. Brooks
Douglas E. Brooks

[Signature Page to Notice of Restricted Stock Unit for Douglas Brooks Sign-On Equity Grant]

**ENERGY XXI GULF COAST, INC.
2016 LONG TERM INCENTIVE PLAN**

RESTRICTED STOCK UNIT AGREEMENT

This Agreement is made and entered into as of the Date of Grant set forth in the Notice of Grant of Restricted Stock Unit (“Notice of Grant”) by and between Energy XXI Gulf Coast, Inc., a Delaware corporation (the “Company”), and you;

WHEREAS, the Company in order to induce you to enter into and to continue and dedicate service to the Company and to materially contribute to the success of the Company agrees to grant you this restricted stock unit award;

WHEREAS, the Company adopted the Energy XXI Gulf Coast, Inc. 2016 Long Term Incentive Plan, as it may be amended from time to time (the “Plan”), under which the Company is authorized to grant restricted stock units to certain employees, directors and other service providers of the Company and certain Affiliates;

WHEREAS, a copy of the Plan has been furnished to you and shall be deemed a part of this Restricted Stock Unit Agreement (“Agreement”) as if fully set forth herein and the terms capitalized but not defined herein shall have the respective meanings set forth in the Plan or the Notice of Grant; and

WHEREAS, you desire to accept the restricted stock unit award made pursuant to this Agreement.

NOW, THEREFORE, in consideration of and mutual covenants set forth herein and for other valuable consideration hereinafter set forth, the parties agree as follows:

1. The Grant. Subject to the conditions set forth below, the Company hereby grants you, effective as of the Date of Grant set forth in the Notice of Grant, an award consisting of an aggregate number of Restricted Stock Units, whereby each Restricted Stock Unit represents the right to receive one share of Stock, in accordance with the terms and conditions set forth herein and in the Plan (the “Award”). For the avoidance of doubt, and notwithstanding any provision in the Notice of Grant or this Agreement to the contrary, any settlement of the Award shall be effected solely by the deliver of Stock in accordance with this Agreement, and no cash shall be payable to you in connection with any such settlement.

2. No Shareholder Rights. The Restricted Stock Units granted pursuant to this Agreement do not and shall not entitle you to any rights of a holder of Stock prior to the date shares of Stock are issued to you in settlement of the Award.

3. Restrictions; Forfeiture. The Restricted Stock Units are restricted in that they (i) may not be sold, transferred or otherwise alienated or hypothecated until these restrictions are removed or expire as contemplated in Section 5 of this Agreement and as described in the Notice of Grant and (ii) may be forfeited to the Company (the “Forfeiture Restrictions”). Your rights with respect to the Restricted Stock Units shall remain forfeitable at all times prior to the date on which the Forfeiture Restrictions lapse.

4. Issuance of Stock. Except as otherwise set forth in the Notice of Grant, no shares of Stock shall be issued to you prior to the applicable Vesting Date. The Company shall, promptly and within 60 days of the applicable Vesting Date (or, if earlier, a Change of Control or a qualifying termination of employment in accordance with Section 4(b)(iii) of your Employment Agreement (as defined below)), cause to be issued Stock registered in your name in payment of such vested Restricted Stock Units upon receipt by the Company of any required tax withholding. The Company shall evidence the Stock to be issued in payment of such vested Restricted Stock Units in the manner it deems appropriate. The value of any fractional Restricted Stock Units shall be rounded down at the time Stock is issued to you in connection with the Restricted Stock Units. No fractional shares of Stock, nor the cash value of any fractional shares of Stock, will be issuable or payable to you pursuant to this Agreement. The value of such shares of Stock shall not bear any interest owing to the passage of time. Neither this Section 4 nor any action taken pursuant to or in accordance with this Section 4 shall be construed to create a trust or a funded or secured obligation of any kind.

5. Expiration of Restrictions and Risk of Forfeiture. The restrictions on the Restricted Stock Units granted pursuant to this Agreement, including the Forfeiture Restrictions, will expire as set forth in the Notice of Grant and shares of Stock that are nonforfeitable and transferable will be issued to you in payment of your vested Restricted Stock Units as set forth in Section 4, provided that you remain in the employ of, or a service provider to, the Company or its Subsidiaries until the applicable dates set forth in the Notice of Grant or as otherwise required by your Employment Agreement.

6. Termination of Services. Subject to Section 31 and your Notice of Grant, if your service relationship with the Company or any of its Subsidiaries is terminated for any reason, then those Restricted Stock Units for which the Forfeiture Restrictions have not lapsed as of the date of termination shall become null and void and those Restricted Stock Units shall be forfeited to the Company. The Restricted Stock Units for which the Forfeiture Restrictions have lapsed as of the date of such termination, including Restricted Stock Units for which the restrictions lapsed in connection with such termination, shall not be forfeited to the Company and shall be settled as set forth in Section 4.

7. Leave of Absence. Subject to Section 409A of the Code, with respect to the Award, the Company may, in its sole discretion, determine that if you are on an approved leave of absence for any reason you will be considered to still be in the employ of, or providing services for, the Company, provided that rights to the Restricted Stock Units during a leave of absence will be limited to the extent to which those rights were earned or vested when the leave of absence began.

8. Payment of Taxes. The Company may require you to pay to the Company (or the Company's Subsidiary if you are an employee of a Subsidiary of the Company) an amount the Company deems necessary or appropriate to satisfy its (or its Subsidiary's) current or future obligation to withhold federal, state or local income or other taxes that you incur as a result of the Award. With respect to any tax withholding, you may (a) direct the Company to withhold from the shares of Stock to be issued to you under this Agreement the number of shares necessary to satisfy the Company's obligation to withhold taxes, which determination will be based on the shares' Fair Market Value at the time such determination is made; (b) deliver to the Company shares of Stock sufficient to satisfy the Company's tax withholding obligations, based on the shares' Fair Market Value at the time such determination is made; (c) deliver cash to the Company sufficient to satisfy its tax withholding obligations; or (d) satisfy such tax withholding through any combination of subparagraphs (a), (b) and (c). If you desire to elect to use the stock withholding option described in subparagraph (a), you must make the election at the time and in the manner the Company prescribes. If such tax obligations are satisfied under subparagraph (a) or (b), the maximum number of shares of Stock that may be so withheld or surrendered shall be the number of shares of Stock that have an aggregate Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such tax liabilities determined based on the greatest withholding rates for federal, state, foreign and/or local tax purposes, including payroll taxes, that may be utilized without creating adverse accounting treatment with respect to such Award. If you are not subject to Section 16 of the Exchange Act, the Company, in its discretion, may deny your request to satisfy its tax withholding obligations using a method described under subparagraph (a), (b), or (d). In the event the Company determines that the aggregate Fair Market Value of the shares of Stock withheld as payment of any tax withholding obligation is insufficient to discharge that tax withholding obligation, then you must pay to the Company, in cash, the amount of that deficiency immediately upon the Company's request.

9. Compliance with Securities Law. Notwithstanding any provision of this Agreement to the contrary, the issuance of Stock will be subject to compliance with all applicable requirements of federal, state, or foreign law with respect to such securities and with the requirements of any stock exchange or market system upon which the Stock may then be listed. No Stock will be issued hereunder if such issuance would constitute a violation of any applicable federal, state, or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. In addition, Stock will not be issued hereunder unless (a) a registration statement under the Securities Act is, at the time of issuance, in effect with respect to the shares issued or (b) in the opinion of legal counsel to the Company, the shares issued may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. YOU ARE CAUTIONED THAT ISSUANCE OF STOCK UPON THE VESTING OF RESTRICTED STOCK UNITS GRANTED PURSUANT TO THIS AGREEMENT MAY NOT OCCUR UNLESS THE FOREGOING CONDITIONS ARE SATISFIED. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Award will relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority has not been obtained. As a condition to any issuance hereunder, the Company may require you to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect to such compliance as may be requested by the Company. From time to time, the Board and appropriate officers of the Company are authorized to take the actions necessary and appropriate to file required documents with governmental authorities, stock exchanges, and other appropriate Persons to make shares of Stock available for issuance.

10. Adjustments. The terms of the Award, including the number and type of shares subject to the Award, shall be subject to adjustment in accordance with Section 8 of the Plan.

11. Right of First Refusal. Stock acquired pursuant hereto is subject to the provisions of Section 9(b) of the Plan.

12. Purchase Option. Stock acquired pursuant hereto is subject to the provisions of Section 9(c) of the Plan.
13. Legends. The Company may at any time place legends referencing any restrictions imposed on the shares pursuant to this Agreement on all certificates representing shares issued with respect to this Award.
14. Right of the Company and Subsidiaries to Terminate Services. Nothing in this Agreement confers upon you the right to continue in the employ of or performing services for the Company or any Subsidiary, or interferes in any way with the rights of the Company or any Subsidiary to terminate your employment or service relationship at any time.
15. Furnish Information. You agree to furnish to the Company all information requested by the Company to enable it to comply with any reporting or other requirements imposed upon the Company by or under any applicable statute or regulation.
16. No Liability for Good Faith Determinations. The Company and the members of the Board shall not be liable for any act, omission or determination taken or made in good faith with respect to the Plan, this Agreement or the Restricted Stock Units granted hereunder.
17. Execution of Receipts and Releases. Any issuance or transfer of shares of Stock or other property to you, or to your legal representative, heir, legatee or distributee, in accordance with the provisions hereof, shall, to the extent thereof, be in full satisfaction of all claims of such Persons hereunder. The Company may require you or your legal representative, heir, legatee or distributee, as a condition precedent to such issuance or transfer, to execute a release and receipt therefor in such form as it shall determine.
18. No Guarantee of Interests. The Board and the Company do not guarantee the Stock of the Company from loss or depreciation.
19. Company Records. Records of the Company or its Subsidiaries regarding your period of service, termination of service and the reason(s) therefor, and other matters shall be conclusive for all purposes hereunder, unless determined by the Company to be incorrect.
20. Notice. All notices required or permitted under this Agreement must be in writing and personally delivered or sent by mail and shall be deemed to be delivered on the date on which it is actually received by the person to whom it is properly addressed or if earlier the date it is sent via certified United States mail.
21. Waiver of Notice. Any person entitled to notice hereunder may waive such notice in writing.
22. Successors. This Agreement shall be binding upon you, your legal representatives, heirs, legatees and distributees, and upon the Company, its successors and assigns.
23. Severability. If any provision of this Agreement is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal or invalid provision had never been included herein.

24. Company Action. Any action required of the Company shall be by resolution of the Board, an authorized committee of the Board or by a person or entity authorized to act by resolution of the Board.

25. Headings. The titles and headings of Sections are included for convenience of reference only and are not to be considered in construction of the provisions hereof.

26. Governing Law. All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of Delaware, without giving any effect to any conflict of law provisions thereof, except to the extent Delaware state law is preempted by federal law. The obligation of the Company to sell and deliver Stock hereunder is subject to applicable laws and to the approval of any governmental authority required in connection with the authorization, issuance, sale, or delivery of such Stock.

27. Consent to Texas Jurisdiction and Venue. You hereby consent and agree that state courts located in Harris County, Texas and the United States District Court for the Southern District of Texas each shall have personal jurisdiction and proper venue with respect to any dispute between you and the Company arising in connection with the Restricted Stock Units or this Agreement. In any dispute with the Company, you will not raise, and you hereby expressly waive, any objection or defense to such jurisdiction as an inconvenient forum.

28. Amendment. This Agreement may be amended the Board or by the Committee at any time (a) without your consent, so long as the amendment does not materially and adversely affect your rights under the Award, or (b) with your consent. For purposes of clarity, any adjustment made to the Award pursuant to Section 8 of the Plan will be deemed not to materially and adversely affect your rights under this Award.

29. Clawback. This Agreement and your Award is subject to any written clawback policies of the Company. Any such policy may subject your Award and amounts paid or realized with respect to your Award to reduction, cancelation, forfeiture or recoupment if certain specified events or wrongful conduct occur, including but not limited to an accounting restatement due to the Company's material noncompliance with financial reporting regulations or other events or wrongful conduct specified in any such clawback policy adopted to conform to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and rules promulgated thereunder by the Securities and Exchange Commission and that the Company determines should apply to this Award.

30. Nonqualified Deferred Compensation Rules.

(a) Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with the Nonqualified Deferred Compensation Rules or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from the Nonqualified Deferred Compensation Rules either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from the Nonqualified Deferred Compensation Rules to the maximum extent possible. Any payments to be made under this Agreement upon a termination of your employment shall only be made if such termination of employment constitutes a "separation from service" under the Nonqualified Deferred Compensation Rules.

(b) Notwithstanding any provision in this Agreement to the contrary, (i) if any payment or benefit provided for herein would be subject to additional taxes and interest under the Nonqualified Deferred Compensation Rules if your receipt of such payment or benefit is not delayed until the earlier of (A) your death or (B) the date that is six months after the date of your separation from service (such date, the “Section 409A Payment Date”), then such payment or benefit shall not be provided to you (or your estate, if applicable) until the Section 409A Payment Date or (ii) if the payments hereunder constitute Nonqualified Deferred Compensation, then each such payment that is conditioned upon your execution of a release and that is to be paid or provided during a designated period that begins in one taxable year and ends in a second taxable year, shall be paid or provided in the later of the two taxable years. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, the Nonqualified Deferred Compensation Rules and in no event shall the Company or its Affiliates be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with the Nonqualified Deferred Compensation Rules.

31. The Plan. This Agreement and the Notice of Grant are subject to all the terms, conditions, limitations and restrictions contained in the Plan. In the event of any conflict or inconsistency between any terms and conditions of this Agreement, the Notice of Grant, and the terms and provisions of an employment agreement, consulting agreement, severance or change in control agreement, if any, between you and the Company or any Subsidiary or other Affiliate (the “Employment Agreement”), the terms and conditions of the Employment Agreement shall be controlling. Taking into account the provisions of Section 6(a) of the Plan, if there is any conflict or inconsistency between the Plan and the Notice of Grant, this Agreement, or the Employment Agreement, then you acknowledge and agree that those terms of the Plan shall control and, if necessary, the applicable terms of the Notice of Grant, this Agreement, or the Employment Agreement shall be deemed amended so as to carry out the purpose and intent of the Plan.

[Remainder of page intentionally left blank]

**ENERGY XXI GULF COAST, INC.
2016 LONG TERM INCENTIVE PLAN**

NOTICE OF GRANT OF RESTRICTED STOCK UNIT

Scott M. Heck

You have been awarded restricted stock units with respect to shares of common stock, par value \$0.01 per share (“Stock”), of Energy XXI Gulf Coast, Inc., a Delaware corporation (the “Company”), pursuant to the terms and conditions of the Energy XXI Gulf Coast, Inc. 2016 Long Term Incentive Plan (the “Plan”) and the Restricted Stock Unit Agreement attached hereto (together with this Notice of Grant, the “Agreement”). Capitalized terms not defined herein shall have the respective meanings specified in the Plan or the Agreement, as applicable.

Restricted Stock Units : You have been awarded a restricted stock unit award with respect to 15,873 shares of Stock, subject to adjustment as provided in the Plan (the “Award”).

Grant Date : April 17 2017 (“Grant Date”)

Vesting Schedule : Except as otherwise provided in the Plan, the Agreement or any other agreement between you and the Company, 50% of the shares of Stock subject to the Award shall vest on December 29, 2017 and (ii) the remaining 50% of the shares of Stock subject to the Award shall vest on December 31, 2018, in each case provided you remain continuously in service with the Company through the applicable vesting date (each, a “Vesting Date”) in accordance with Section 5 of the Agreement.

Change of Control : Upon a Change of Control prior to the vesting of the Award, the Forfeiture Restrictions shall lapse and the Award shall fully accelerate and be settled in accordance with Section 4 of the Agreement.

ENERGY XXI GULF COAST, INC.

By: /s/ Michael S. Reddin
Michael S. Reddin
Chairman of the Board

Acknowledgment, Acceptance and Agreement :

By accepting this Notice of Grant, I hereby acknowledge receipt of the Agreement and the Plan, accept the Award granted to me and agree to be bound by the terms and conditions of this Notice of Grant, the Agreement and the Plan.

By: /s/ Scott M. Heck
Scott M. Heck

[Signature Page to Notice of Restricted Stock Unit for Scott Heck Supplemental Equity Grant]

**ENERGY XXI GULF COAST, INC.
2016 LONG TERM INCENTIVE PLAN**

RESTRICTED STOCK UNIT AGREEMENT

This Agreement is made and entered into as of the Date of Grant set forth in the Notice of Grant of Restricted Stock Unit (“Notice of Grant”) by and between Energy XXI Gulf Coast, Inc., a Delaware corporation (the “Company”), and you;

WHEREAS, the Company in order to induce you to enter into and to continue and dedicate service to the Company and to materially contribute to the success of the Company agrees to grant you this restricted stock unit award;

WHEREAS, the Company adopted the Energy XXI Gulf Coast, Inc. 2016 Long Term Incentive Plan, as it may be amended from time to time (the “Plan”), under which the Company is authorized to grant restricted stock units to certain employees, directors and other service providers of the Company and certain Affiliates;

WHEREAS, a copy of the Plan has been furnished to you and shall be deemed a part of this Restricted Stock Unit Agreement (“Agreement”) as if fully set forth herein and the terms capitalized but not defined herein shall have the respective meanings set forth in the Plan or the Notice of Grant; and

WHEREAS, you desire to accept the restricted stock unit award made pursuant to this Agreement.

NOW, THEREFORE, in consideration of and mutual covenants set forth herein and for other valuable consideration hereinafter set forth, the parties agree as follows:

1. The Grant. Subject to the conditions set forth below, the Company hereby grants you, effective as of the Date of Grant set forth in the Notice of Grant, an award consisting of an aggregate number of Restricted Stock Units, whereby each Restricted Stock Unit represents the right to receive one share of Stock, in accordance with the terms and conditions set forth herein and in the Plan (the “Award”). For the avoidance of doubt, and notwithstanding any provision in the Notice of Grant or this Agreement to the contrary, any settlement of the Award shall be effected solely by the deliver of Stock in accordance with this Agreement, and no cash shall be payable to you in connection with any such settlement.

2. No Shareholder Rights. The Restricted Stock Units granted pursuant to this Agreement do not and shall not entitle you to any rights of a holder of Stock prior to the date shares of Stock are issued to you in settlement of the Award.

3. Restrictions: Forfeiture. The Restricted Stock Units are restricted in that they (i) may not be sold, transferred or otherwise alienated or hypothecated until these restrictions are removed or expire as contemplated in Section 5 of this Agreement and as described in the Notice of Grant and (ii) may be forfeited to the Company (the “Forfeiture Restrictions”). Your rights with respect to the Restricted Stock Units shall remain forfeitable at all times prior to the date on which the Forfeiture Restrictions lapse.

4. Issuance of Stock. Except as otherwise set forth in the Notice of Grant, no shares of Stock shall be issued to you prior to the applicable Vesting Date. The Company shall, promptly and within 60 days of the applicable Vesting Date (or, if earlier, a Change of Control), cause to be issued Stock registered in your name in payment of such vested Restricted Stock Units upon receipt by the Company of any required tax withholding. The Company shall evidence the Stock to be issued in payment of such vested Restricted Stock Units in the manner it deems appropriate. The value of any fractional Restricted Stock Units shall be rounded down at the time Stock is issued to you in connection with the Restricted Stock Units. No fractional shares of Stock, nor the cash value of any fractional shares of Stock, will be issuable or payable to you pursuant to this Agreement. The value of such shares of Stock shall not bear any interest owing to the passage of time. Neither this Section 4 nor any action taken pursuant to or in accordance with this Section 4 shall be construed to create a trust or a funded or secured obligation of any kind.

5. Expiration of Restrictions and Risk of Forfeiture. The restrictions on the Restricted Stock Units granted pursuant to this Agreement, including the Forfeiture Restrictions, will expire as set forth in the Notice of Grant and shares of Stock that are nonforfeitable and transferable will be issued to you in payment of your vested Restricted Stock Units as set forth in Section 4, provided that you remain in the employ of, or a service provider to, the Company or its Subsidiaries until the applicable dates set forth in the Notice of Grant.

6. Termination of Services. Subject to Section 31 and your Notice of Grant, if your service relationship with the Company or any of its Subsidiaries is terminated for any reason, then those Restricted Stock Units for which the Forfeiture Restrictions have not lapsed as of the date of termination shall become null and void and those Restricted Stock Units shall be forfeited to the Company. The Restricted Stock Units for which the Forfeiture Restrictions have lapsed as of the date of such termination, including Restricted Stock Units for which the restrictions lapsed in connection with such termination, shall not be forfeited to the Company and shall be settled as set forth in Section 4.

7. Leave of Absence. Subject to Section 409A of the Code, with respect to the Award, the Company may, in its sole discretion, determine that if you are on an approved leave of absence for any reason you will be considered to still be in the employ of, or providing services for, the Company, provided that rights to the Restricted Stock Units during a leave of absence will be limited to the extent to which those rights were earned or vested when the leave of absence began.

8. Payment of Taxes. The Company may require you to pay to the Company (or the Company's Subsidiary if you are an employee of a Subsidiary of the Company) an amount the Company deems necessary or appropriate to satisfy its (or its Subsidiary's) current or future obligation to withhold federal, state or local income or other taxes that you incur as a result of the Award. With respect to any tax withholding, you may (a) direct the Company to withhold from the shares of Stock to be issued to you under this Agreement the number of shares necessary to satisfy the Company's obligation to withhold taxes, which determination will be based on the shares' Fair Market Value at the time such determination is made; (b) deliver to the Company shares of Stock sufficient to satisfy the Company's tax withholding obligations, based on the shares' Fair Market Value at the time such determination is made; (c) deliver cash to the Company sufficient to satisfy its tax withholding obligations; or (d) satisfy such tax withholding through any combination of subparagraphs (a), (b) and (c). If you desire to elect to use the stock withholding option described in subparagraph (a), you must make the election at the time and in the manner the Company prescribes. If such tax obligations are satisfied under subparagraph (a) or (b), the maximum number of shares of Stock that may be so withheld or surrendered shall be the number of shares of Stock that have an aggregate Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such tax liabilities determined based on the greatest withholding rates for federal, state, foreign and/or local tax purposes, including payroll taxes, that may be utilized without creating adverse accounting treatment with respect to such Award. If you are not subject to Section 16 of the Exchange Act, the Company, in its discretion, may deny your request to satisfy its tax withholding obligations using a method described under subparagraph (a), (b), or (d). In the event the Company determines that the aggregate Fair Market Value of the shares of Stock withheld as payment of any tax withholding obligation is insufficient to discharge that tax withholding obligation, then you must pay to the Company, in cash, the amount of that deficiency immediately upon the Company's request.

9. Compliance with Securities Law. Notwithstanding any provision of this Agreement to the contrary, the issuance of Stock will be subject to compliance with all applicable requirements of federal, state, or foreign law with respect to such securities and with the requirements of any stock exchange or market system upon which the Stock may then be listed. No Stock will be issued hereunder if such issuance would constitute a violation of any applicable federal, state, or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. In addition, Stock will not be issued hereunder unless (a) a registration statement under the Securities Act is, at the time of issuance, in effect with respect to the shares issued or (b) in the opinion of legal counsel to the Company, the shares issued may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. YOU ARE CAUTIONED THAT ISSUANCE OF STOCK UPON THE VESTING OF RESTRICTED STOCK UNITS GRANTED PURSUANT TO THIS AGREEMENT MAY NOT OCCUR UNLESS THE FOREGOING CONDITIONS ARE SATISFIED. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Award will relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority has not been obtained. As a condition to any issuance hereunder, the Company may require you to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect to such compliance as may be requested by the Company. From time to time, the Board and appropriate officers of the Company are authorized to take the actions necessary and appropriate to file required documents with governmental authorities, stock exchanges, and other appropriate Persons to make shares of Stock available for issuance.

10. Adjustments. The terms of the Award, including the number and type of shares subject to the Award, shall be subject to adjustment in accordance with Section 8 of the Plan.

11. Right of First Refusal. Stock acquired pursuant hereto is subject to the provisions of Section 9(b) of the Plan.

12. Purchase Option. Stock acquired pursuant hereto is subject to the provisions of Section 9(c) of the Plan.
13. Legends. The Company may at any time place legends referencing any restrictions imposed on the shares pursuant to this Agreement on all certificates representing shares issued with respect to this Award.
14. Right of the Company and Subsidiaries to Terminate Services. Nothing in this Agreement confers upon you the right to continue in the employ of or performing services for the Company or any Subsidiary, or interferes in any way with the rights of the Company or any Subsidiary to terminate your employment or service relationship at any time.
15. Furnish Information. You agree to furnish to the Company all information requested by the Company to enable it to comply with any reporting or other requirements imposed upon the Company by or under any applicable statute or regulation.
16. No Liability for Good Faith Determinations. The Company and the members of the Board shall not be liable for any act, omission or determination taken or made in good faith with respect to the Plan, this Agreement or the Restricted Stock Units granted hereunder.
17. Execution of Receipts and Releases. Any issuance or transfer of shares of Stock or other property to you, or to your legal representative, heir, legatee or distributee, in accordance with the provisions hereof, shall, to the extent thereof, be in full satisfaction of all claims of such Persons hereunder. The Company may require you or your legal representative, heir, legatee or distributee, as a condition precedent to such issuance or transfer, to execute a release and receipt therefor in such form as it shall determine.
18. No Guarantee of Interests. The Board and the Company do not guarantee the Stock of the Company from loss or depreciation.
19. Company Records. Records of the Company or its Subsidiaries regarding your period of service, termination of service and the reason(s) therefor, and other matters shall be conclusive for all purposes hereunder, unless determined by the Company to be incorrect.
20. Notice. All notices required or permitted under this Agreement must be in writing and personally delivered or sent by mail and shall be deemed to be delivered on the date on which it is actually received by the person to whom it is properly addressed or if earlier the date it is sent via certified United States mail.
21. Waiver of Notice. Any person entitled to notice hereunder may waive such notice in writing.
22. Successors. This Agreement shall be binding upon you, your legal representatives, heirs, legatees and distributees, and upon the Company, its successors and assigns.
23. Severability. If any provision of this Agreement is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal or invalid provision had never been included herein.

24. Company Action. Any action required of the Company shall be by resolution of the Board, an authorized committee of the Board or by a person or entity authorized to act by resolution of the Board.

25. Headings. The titles and headings of Sections are included for convenience of reference only and are not to be considered in construction of the provisions hereof.

26. Governing Law. All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of Delaware, without giving any effect to any conflict of law provisions thereof, except to the extent Delaware state law is preempted by federal law. The obligation of the Company to sell and deliver Stock hereunder is subject to applicable laws and to the approval of any governmental authority required in connection with the authorization, issuance, sale, or delivery of such Stock.

27. Consent to Texas Jurisdiction and Venue. You hereby consent and agree that state courts located in Harris County, Texas and the United States District Court for the Southern District of Texas each shall have personal jurisdiction and proper venue with respect to any dispute between you and the Company arising in connection with the Restricted Stock Units or this Agreement. In any dispute with the Company, you will not raise, and you hereby expressly waive, any objection or defense to such jurisdiction as an inconvenient forum.

28. Amendment. This Agreement may be amended the Board or by the Committee at any time (a) without your consent, so long as the amendment does not materially and adversely affect your rights under the Award, or (b) with your consent. For purposes of clarity, any adjustment made to the Award pursuant to Section 8 of the Plan will be deemed not to materially and adversely affect your rights under this Award.

29. Clawback. This Agreement and your Award is subject to any written clawback policies of the Company. Any such policy may subject your Award and amounts paid or realized with respect to your Award to reduction, cancelation, forfeiture or recoupment if certain specified events or wrongful conduct occur, including but not limited to an accounting restatement due to the Company's material noncompliance with financial reporting regulations or other events or wrongful conduct specified in any such clawback policy adopted to conform to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and rules promulgated thereunder by the Securities and Exchange Commission and that the Company determines should apply to this Award.

30. Nonqualified Deferred Compensation Rules.

(a) Notwithstanding any provision of this Agreement to the contrary, all provisions of this Agreement are intended to comply with the Nonqualified Deferred Compensation Rules or an exemption therefrom and shall be construed and administered in accordance with such intent. Any payments under this Agreement that may be excluded from the Nonqualified Deferred Compensation Rules either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from the Nonqualified Deferred Compensation Rules to the maximum extent possible. Any payments to be made under this Agreement upon a termination of your employment shall only be made if such termination of employment constitutes a "separation from service" under the Nonqualified Deferred Compensation Rules.

(b) Notwithstanding any provision in this Agreement to the contrary, (i) if any payment or benefit provided for herein would be subject to additional taxes and interest under the Nonqualified Deferred Compensation Rules if your receipt of such payment or benefit is not delayed until the earlier of (A) your death or (B) the date that is six months after the date of your separation from service (such date, the “Section 409A Payment Date”), then such payment or benefit shall not be provided to you (or your estate, if applicable) until the Section 409A Payment Date or (ii) if the payments hereunder constitute Nonqualified Deferred Compensation, then each such payment that is conditioned upon your execution of a release and that is to be paid or provided during a designated period that begins in one taxable year and ends in a second taxable year, shall be paid or provided in the later of the two taxable years. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement are exempt from, or compliant with, the Nonqualified Deferred Compensation Rules and in no event shall the Company or its Affiliates be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with the Nonqualified Deferred Compensation Rules.

31. The Plan. This Agreement and the Notice of Grant are subject to all the terms, conditions, limitations and restrictions contained in the Plan. In the event of any conflict or inconsistency between any terms and conditions of this Agreement, the Notice of Grant, and the terms and provisions of an employment agreement, consulting agreement, severance or change in control agreement, if any, between you and the Company or any Subsidiary or other Affiliate (the “Employment Agreement”), the terms and conditions of the Employment Agreement shall be controlling. Taking into account the provisions of Section 6(a) of the Plan, if there is any conflict or inconsistency between the Plan and the Notice of Grant, this Agreement, or the Employment Agreement, then you acknowledge and agree that those terms of the Plan shall control and, if necessary, the applicable terms of the Notice of Grant, this Agreement, or the Employment Agreement shall be deemed amended so as to carry out the purpose and intent of the Plan.

[Remainder of page intentionally left blank]



ENERGY XXI GULF COAST APPOINTS DOUGLAS E. BROOKS AS CHIEF EXECUTIVE OFFICER, PRESIDENT AND BOARD MEMBER

HOUSTON – April 18, 2017 – Energy XXI Gulf Coast, Inc. (“EGC” or the “Company”) (NASDAQ:EXXI) today announced that it has appointed Douglas E. Brooks as Chief Executive Officer and President effective April 17, 2017. The Board concurrently increased the size of EGC’s Board from six to seven directors and named Mr. Brooks to fill the newly-created directorship.

Mr. Brooks has over 34 years of experience in the energy industry. Most recently he served as the Chief Executive Officer for Yates Petroleum Corporation, a privately-owned exploration and production company, from April 2015 until Yates’s merger with EOG Resources, Inc. in October 2016. Mr. Brooks previously served as Chief Executive Officer of Aurora Oil & Gas Limited from October 2012 until June 2014, and as a Senior Vice President at Forest Oil Corporation from April 2012 until October 2012. In addition, he spent 24 years with Marathon Oil Company in roles of increasing responsibility, lastly as the Director of Upstream Mergers and Acquisitions and Business Development for the Americas. He has also built two private equity-sponsored firms focused on unconventional resource projects in the western U.S.

Mr. Brooks currently serves on the Board of Directors of Chaparral Energy, Inc. and has served as a board member for Aurora Oil & Gas Limited, Magdalena Energy Company, Yates Petroleum and the Houston Producers’ Forum. Additionally, he is currently an advisor for Hart Energy’s A&D Watch, a global energy research publication. Mr. Brooks holds a Bachelor of Science degree in Business Management from the University of Wyoming – Casper and a Masters of Business Administration, Finance from Our Lady of the Lake University in Texas.

Michael S. Reddin, EGC’s Chairman of the Board commented, “On behalf of our Board of Directors, we are extremely pleased to welcome Doug Brooks to assume our senior leadership role at Energy XXI. Doug’s impeccable reputation, extensive industry experience and clear track record of value creation as Chief Executive at other exploration and production companies make him the perfect fit for our Company. His skills are also highly complementary to those of Scott Heck, our Chief Operating Officer, who has an extensive offshore, engineering and operations background. We look forward to having the powerful combination of Doug and Scott at the top of Energy XXI as we develop and execute strategies to maximize stockholder value.”



Douglas E. Brooks, Chief Executive Officer and President remarked, “The confidence shown by the Board of Directors in asking me to lead their experienced technical and financial teams is greatly appreciated. Energy XXI is at an inflection point in its history since it has emerged from restructuring with a strong balance sheet that provides maximum flexibility for future value creation. I look forward to working with our Board, senior management, our technical and financial teams, and our stockholders as we plan and execute our new path forward.”

Cautionary Note Regarding Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements, including those relating to the intent, beliefs, plans, or expectations of EGC are based upon current expectations and are subject to a number of risks, uncertainties, and assumptions. It is not possible to predict or identify all such factors and the following list should not be considered a complete statement of all potential risks and uncertainties relating to emergence from Chapter 11 or a change in EGC’s senior management team, including, but not limited to: (i) the effects of the departure of EGC’s senior leaders on the Company’s employees, suppliers, regulators and business counterparties, (ii) the increased advisory costs incurred in connection with executing the reorganization, (iii) the impact of restrictions in the exit financing on EGC’s ability to make capital investments and pursue strategic growth opportunities and (iv) other risks and uncertainties. These risks and uncertainties could cause actual results, including project plans and related expenditures and resource recoveries, to differ materially from those described in the forward-looking statements. For a more detailed discussion of risk factors, please see Part I, Item 1A, “Risk Factors” of the Transition Report on Form 10-K for the transition period ended December 31, 2016 filed by EGC for more information. EGC will file reports and other information with the SEC going forward. EGC assumes no obligation and expressly disclaims any duty to update the information contained herein except as required by law.

About the Company

Energy XXI Gulf Coast, Inc. is an independent oil and natural gas development and production company whose assets are primarily located in the U.S. Gulf of Mexico waters offshore Louisiana and Texas. The Company’s near-term strategy emphasizes exploitation of key assets, enhanced by its focus on financial discipline and operational excellence. To learn more, visit EGC’s website at www.EnergyXXI.com.



Investor Relations Contact

Al Petrie
Investor Relations Coordinator
713-351-0617
apetrie@energyxxi.com