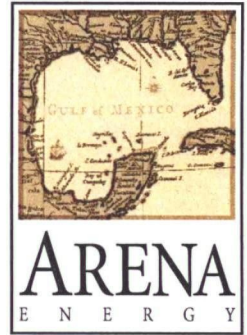
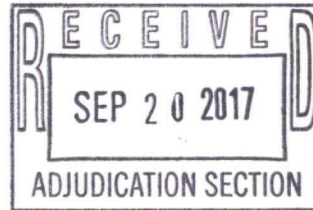


September 18, 2017



United States Department of the Interior  
Bureau of Ocean Energy Management  
Gulf of Mexico OCS Region  
1201 Elmwood Park Boulevard  
New Orleans, LA 70123-2394

Arena Energy, LP  
4200 Research Forest Drive, Suite 500  
The Woodlands, TX 77381  
281-681-9500  
281-681-9503 Fax

Attention: Adjudication Unit

**Re: Assignment, Conveyance and Bill of Sale  
Walter Oil & Gas Corporation (Assignor) and Arena Energy, LP (Assignee)  
Non-required records – Category 7 – Contracts, Agreements and Conveyances**

Please file the enclosed Assignment, Conveyance and Bill of Sale under Category 7 – Contracts, Agreements and Conveyances in the non-required records for OCS-G 3336 – South Timbalier 35.

Assignor:  
Walter Oil & Gas Corporation (GOM No. 730)

Assignee:  
Arena Energy, LP (GOM No. 2417)

Also, enclosed is the Pay.Gov receipt for the required filing fees. If you have any questions, please contact me at 281-210-3126 or e-mail at [rtaylor@arenaenergy.com](mailto:rtaylor@arenaenergy.com).

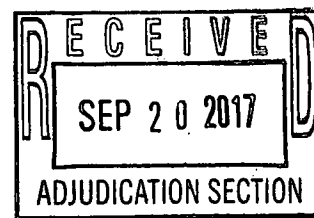
Sincerely,

A handwritten signature in blue ink that reads "Rachelle Taylor".

Rachelle Taylor  
Landman

Encls.

## ASSIGNMENT, CONVEYANCE AND BILL OF SALE



This Assignment, Conveyance and Bill of Sale ("Assignment") is effective for all purposes as of 7:00 am Central time on August 1, 2017 ("Effective Date"), by and between **Walter Oil & Gas Corporation**, a Texas corporation whose address is 1100 Louisiana, Suite 200, Houston, TX 77002 ("**Assignor**"), and **Arena Energy, LP**, a Delaware Limited Partnership whose address is 4200 Research Blvd., Suite 500, The Woodlands, TX 77381 ("**Assignee**"). Assignor and Assignee may be referred to individually as "Party" or collectively as "Parties".

Assignor owns One Hundred Percent (100%) right, title and interest in and to the assets described on Exhibit "A" attached hereto and incorporated herein by reference (the "Assets"). Assignor, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANT, BARGAIN, SELL CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee all of Assignor's rights, titles, interests and ownerships in and to the Assets, together with the Operating Rights in Federal OCS Oil and Gas Lease OCS-G 3336, INSO FAR AND ONLY INSO FAR, as such lease covers the Southeast Quarter of the Northeast Quarter (SE/4 NE/4) and the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE/4 SW/4 NE/4), of Block 35, South Timbalier Area, limited to depths from the stratigraphic equivalent of the top of E-3 sand as encountered at 14,682' MD on the Array Induction/Three Detector Density Compensated Neutron GR log of the South Timbalier Block 35 OCS-G 3336 Well No. 7 down to the stratigraphic equivalent of 100' below 15,814' MD as found on the aforesaid log in the aforesaid well (hereinafter called the "Assigned Lands"). Contemporaneously with the execution of this Assignment, Assignor and Assignee shall execute and deliver form BOEM-0151 whereby Assignor assigns One Hundred Percent (100%) of the Operating Rights in said lease, insofar as it covers the Assigned Lands, to Assignee. A copy of this Assignment shall be attached as Exhibit A to such executed form BOEM-0151, which shall be filed by Assignee for Bureau of Ocean Energy Management ("BOEM") approval as soon as practical on a best efforts basis by Assignor and Assignee. Assignor and Assignee agree to fully cooperate with each other to obtain BOEM approval of the Designation of Operator ("DOO") designating Arena as the operator of the South Timbalier Block 35 OCS - G 3336 #7 well ("Well") and the Assigned Lands as soon as practical on a best efforts basis. Assignee will file the DOO with BOEM. Assignor and Assignee agree to fully cooperate with each other to obtain BOEM approval for any other forms required by BOEM as soon as practical on a best efforts basis. Assignor and Assignee agree to enter into any additional documents and as may be needed to effectuate this Assignment.

Assignor shall be responsible for the payment of any minimum royalties that have accrued and are payable in arrears for the April 1, 2017 through March 31, 2018 lease year (the "minimum royalty period"). In the event that Assignee establishes production during said minimum royalty period and royalties payable for said production does not exceed the minimum royalty for that minimum royalty period, then Assignor and Assignee shall jointly be responsible for the payment of said minimum royalties for that

minimum royalty period on an equal basis being Assignor – 50% and Assignee – 50%. However, in such case, Assignee's proportionate share shall not be greater than seven thousand five hundred dollars (\$7,500). Assignor will not be responsible for any minimum royalties accrued after the minimum royalty period.

TO HAVE AND TO HOLD all of the Assets, together with all rights, titles, interests, warranties, and privileges pertaining thereunto unto Assignee, and its successors, legal representatives and assigns forever. Assignor hereby binds itself, its successors, legal representatives and assigns, to warrant and forever defend title to the Assets unto Assignee, its successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor but not otherwise.

ASSIGNOR REPRESENTS AND WARRANTS THAT THE ASSETS ARE NOT SUBJECT TO, AND ARE BEING CONVEYED FREE AND CLEAR OF, ALL CONTRACTS, AGREEMENTS AND PURCHASE ORDERS, AND ANY AND ALL LIENS, CLAIMS, INDEBTEDNESS OR OTHER BURDENS AND OBLIGATIONS CREATED BY, THROUGH OR UNDER ASSIGNOR, RELATED TO THE ASSETS IN PARAGRAPH 1 of EXHIBIT "A" AND THE ASSIGNED LANDS, ALL AS OF THE EFFECTIVE DATE.

Without limiting the generality of the preceding paragraph, Assignor represents and warrants that the Production and Handling Agreement dated May 1, 2008, originally between Bois d'Arc Offshore Ltd., as Processor, and Assignor, as Producer (the "PHA") is to be terminated effective as of July 31, 2017, and regardless of the effective date of such termination, Assignor retains all liabilities and obligations incurred or to be incurred by Assignor, its successors and assigns, pursuant to the terms of the PHA.

THE ASSETS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY (OTHER THAN THOSE SET OUT IN THIS ASSIGNMENT) OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

This Assignment is made pursuant to the terms of that certain Farmout Agreement dated effective June 15, 2004 between Chevron U.S.A. Inc. ("Farmoutor") and Walter Oil & Gas Corporation ("Farmouttee"), covering the Farmout Area as described therein (the "Farmout Agreement"). Without limiting any other applicable provisions of the Farmout Agreement or herein, the Parties acknowledge that Assignee, as successor to Farmoutor, has elected to take over the Well pursuant to Section 5.1 of the Farmout Agreement, and Assignor (in its capacity as Farmouttee), except as otherwise expressly provided in the Farmout Agreement or herein, retains the same obligations and

responsibilities as if it had abandoned the Well with Assignee's approval. After taking over the well, Assignee, as successor to Farmoutor, shall own all operating rights and working interest in the well and shall be responsible for and shall bear the entire expense of further operations in connection with the well, including the cost of completion and/or abandonment. Pursuant to Section 5.4 of the Farmout Agreement, at such time as Assignee, as successor to Farmoutor, desires full abandonment and site clearance at the surface location of the Well, Assignor shall abandon and remove any caisson, structure, facilities, equipment and pipelines which were installed by Assignor for the Well. It is further acknowledged that immediately prior to the takeover of such Well by Assignee, Assignee owned no working interest in the Well or in any such caisson, structure, facilities, equipment and pipelines.

This Assignment is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others to Assignor heretofore given or made in respect of the assets or any part thereof.

This Assignment shall be governed and construed in accordance with the Laws of the State of Texas, without regard to the Laws that might be applicable under conflicts of laws principles.

Each Party consents to personal jurisdiction in any action brought in the United States federal court and state courts located on the State of Texas with respect to any dispute, claim or controversy arising out of or in relation to or in connection with this Assignment, and each of the Parties hereto agrees that any action with respect to any such dispute, controversy, or claim will be determined exclusively in a state or federal district court location in Harris County, Texas. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH DISPUTE ARISING OUT OF THIS ASSIGNMENT BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE.



EACH OF THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF ANY OTHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.

This Assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, assigns, successors and transferees.

This Assignment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Assignment.


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and effective as of the Effective Date set out herein.

**WITNESSES**

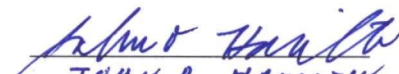

  
KATE WHITE  
  
LISA MARTINEZ

**ASSIGNOR**

**WALTER OIL & GAS CORPORATION**

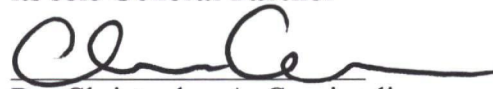
  
By: Chad E. Elias *yw*  
Title: Secretary

**WITNESSES**

  
JOHN D. HAMILTON  
  
SCOTT BROEKSTRA

**ASSIGNEE**

**ARENA ENERGY, LP**  
By: Arena Energy GP, LLC  
its sole General Partner

  
By: Christopher A. Capsimalis *f.v.k.*  
Title: Business Development *SDB*  
Manager

**ACKNOWLEDGEMENTS**

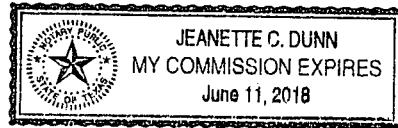
**STATE OF TEXAS** ,

**COUNTY OF HARRIS** ,

On this 14<sup>th</sup> day of September, 2017, before me personally appeared Chad E. Elias to me personally known, who being by me duly sworn, did say that he is the Secretary of Walter Oil & Gas Corporation, a Texas corporation, and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged that he executed the same as the free act and deed of said corporation.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

Jeanette C. Dunn  
Notary Public in and for the State of Texas



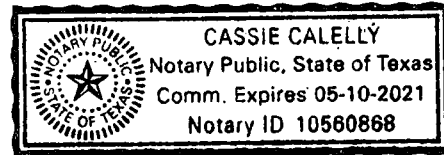
**STATE OF TEXAS** ,

**COUNTY OF MONTGOMERY** ,

On this 14 day of Sept., 2017, before me personally appeared Christopher A. Capsimalis to me personally known, who being by me duly sworn, did say that he is the Business Development Manager of Arena Energy GP, LLC, a Delaware limited liability company, which is the sole general partner of Arena Energy, LP, a Delaware limited partnership, and that the said instrument was signed on behalf of said company by authority of its Managers, and said appearer acknowledged that he executed the same as the free act and deed of said limited partnership.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

Cassie Calelly  
Notary Public in and for the State of Texas



**EXHIBIT "A"**

**Attached to and made a part of that Assignment and Bill of Sale effective August 1, 2017 between Walter Oil & Gas Corporation, as Assignor and Arena Energy, LP as Assignee**

**Assets:**

1. Walter Oil & Gas OCS-G 03336 No. 7 Well, API No. 17-715-41168-00 including all down-hole, surface and related materials and equipment constituting the Well, less and except the caisson and flowline associated with the Well; and
2. Originals of all engineering schematics, designs and/or drawings, and any other documents and information related to the Assets described in 1. above.