


NORTHSTAR
OFFSHORE VENTURES LLC

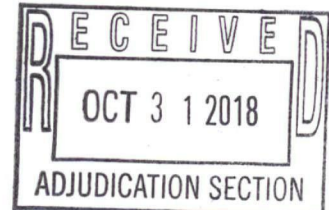
(713) 626-9696

11 Greenway Plaza
Suite 2800
Houston, Texas 77046

FAX (713) 626-3444
Via Overnight Delivery

October 29, 2018

Bureau of Ocean Energy Management
Adjudication Unit
1201 Elmwood Park Blvd.
New Orleans, Louisiana 70123-2390



Re: Non-Required Filing - Assignment, Assumption and Bill of Sale

Dear Land Law Examiner:

Please find attached an Assignment and Bill of Sale by and between Teikoku Oil (North America) Co., Ltd. (2694) in favor of Northstar Offshore Ventures LLC (3520). We respectfully request this document be placed within the Non-Required files under the category indicated below.

Document Title: Assignment and Bill of Sale

Parties: Teikoku Oil (North America) Co., Ltd. (2694) *as Assignor*
to
Northstar Offshore Ventures LLC (3520) *as Assignee*

File Under Category: #7 "Contracts, Agreements, and Conveyances"

Leases Affected: Ship Shoal 72 OCS-G 12348

A Pay-Gov receipt in the amount of \$29.00 is enclosed representing the captioned lease. Should you have any questions regarding these submittals, please contact the undersigned at (713) 386-1040.

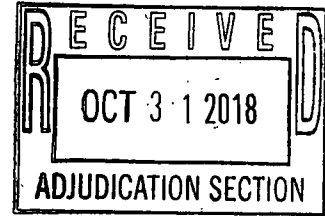
Sincerely,



Sherry Gosnell

Property Administration Manager

Sherry/Word/Acq & Div/Teikoku 2018-Non-Required Filings-BOEM-SS 723 OCS-G 12348 ABOS Non-Req Cvr Ltr.docx



ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT and Bill of Sale (this "**Assignment**") is executed by and between INPEX Americas, Inc. (formerly known as Teikoku Oil (North America) Co., Ltd.) ("**Assignor**"), whose address is 2800 Post Oak Boulevard, Suite 2450, Houston, Texas 77056, and Northstar Offshore Ventures LLC ("**Assignee**"), whose address is 11 Greenway Plaza, Suite 2800, Houston, Texas 77046, and is effective as of 7:00 a.m., Central Standard Time, on June 1, 2018 (the "**Effective Time**"). Assignor and Assignee are sometimes referred to hereinafter individually as a "**Party**" and collectively as the "**Parties**."

WITNESSETH: That,

For and in consideration of Assignee's assumption of the Assumed Liabilities, as hereinafter defined, the receipt and sufficiency of which are hereby acknowledged, Assignor, subject to the other terms, conditions, reservations and limitations set forth herein, does, by these presents, bargain, sell, convey, assign, grant, transfer, set over and deliver unto Assignee:

- (A) all of Assignor's right, title and interest in and to the Contract Area as set forth in Exhibit "A" attached hereto and made a part hereof as acquired, or entitled to be acquired, by Assignor pursuant to that certain (i) Participation Agreement (Ship Shoal 72 Field Development Program) by and between PetroQuest Energy, L.L.C. ("**PetroQuest**") and Assignor dated April 26, 2006, as amended on March 25, 2011 (the "**Participation Agreement**"), (ii) Offshore Operating Agreement by and between PetroQuest and Assignor dated April 6, 2006, as amended (the "**Field Development OOA**"); and (iii) Offshore Operating Agreement executed by and between PetroQuest and Energy Partners, Ltd. ("**EPL**") dated May 5, 2011 (the "**Four Well OOA**"), as amended and ratified by Assignor pursuant to that certain Amendment and Ratification of Ship Shoal Block 72 Four Well Development Drilling Program Offshore Operating Agreement by and between PetroQuest, EPL and Assignor dated May 5, 2011 (the "**Ratification Agreement**"), and collectively with the Participation Agreement, the Field Development OOA and the Four Well OOA, the "**Acquisition Agreements**;
- (B) all of Assignor's right, title and interest in and to the wells as set forth in Exhibit "A" attached hereto and made a part hereof and in any other wells in which Assignor may hold, or be entitled to hold, any interest as a result of any of the Acquisition Agreements (collectively, the "**Wells**"); and,
- (C) any and all rights Assignor has in and to (i) any associated contracts, facilities, equipment, easements, rights of way, permits, licenses, surface leases, use agreements, and servitudes to the extent assignable, and to the extent now being used in connection with the Contract Area or the Wells, (ii) all rights and interests

in and to all pooling and unitization agreements, operating agreements, contracts and other agreements and instruments to the extent that they directly relate to the Contract Area or the Wells, including, but not limited to the Acquisition Agreements (collectively, the “**Contracts**”); and, (iii) subject to any restrictions on Assignor’s disclosure of same, a copy of the following records relating to the Contract Area or the Wells: lease files, unit files, lease contract files, well/engineering files and geological data (the “**Records**”).

The items listed in (A) through (C) above are hereinafter collectively referred to as the “**Properties**”.

The Properties do not include (i) all corporate, partnership, limited liability company, financial, income and franchise tax and legal records of Assignor that relate to Assignor’s business generally (whether or not relating to the Properties unless they relate exclusively to the Properties), and all books, records and files that relate to the Excluded Properties, including, but not limited to, computer programs, general tax records, samples, test data and any seismic, geophysical, interpretive, proprietary or confidential data, information or documents, all of which are retained by Assignor; (ii) any insurance contracts, bonds or any other security held by Assignor or its parent, subsidiary or affiliated companies for Assignor’s benefit and any claims or proceeds related thereto; (iii) any claims for or proceeds attributable to refund of production taxes borne by Assignor attributable to the period of time prior to the Effective Time or for corporate, partnership, limited liability company, financial, income and franchise taxes relating to Assignor for any time period; (iv) all proceeds, income, or revenues (and any security or other deposits made) attributable to any Excluded Properties; (v) all documents and instruments of Assignor that may be protected by an attorney-client privilege; (vi) any personal property of Assignor that is not directly related to the Properties; (vii) all claims of Assignor against any person other than Assignee for refunds of or loss carry forwards with respect to (A) production or any other taxes attributable to any period prior to the Effective Time, (B) income or franchise taxes or (C) any taxes attributable to the Excluded Assets; (viii) all data that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with third parties; (ix) all audit rights with respect to any of the Excluded Assets; (x) any engineering, geophysical, geologic and other seismic and related technical data and information relating to the Properties that cannot be conveyed to Assignee as contemplated in *Section (vii)*; (xi) any reserve reports, economic valuation analyses or reports and any excerpts thereof to the extent generated solely for the benefit of Assignor; and (xii) all (A) agreements and correspondence between Assignor and Burks Oil & Gas Properties, Inc. (the “**Advisor**”) relating to the transactions contemplated in this Assignment, (B) lists of prospective purchasers for such transactions compiled by Assignor or the Advisor, (C) bids submitted by other prospective purchasers of the Properties, (D) analyses by Assignor or the Advisor of any bids submitted by any prospective purchaser, (E) correspondence and confidentiality agreements between or among Assignor or Advisor, or any of their respective representatives, and any prospective purchaser other than Assignee, (F) correspondence between or among Assignor or Advisor or any of their respective representatives with respect to any of the bids, the prospective purchasers, the engagement or activities of the Advisor or the transactions contemplated in this Assignment, and (G) any offering materials prepared by the Advisor and circulated to prospective purchasers.

The items listed in (i) through (xii) above are hereinafter collectively referred to as the "**Excluded Properties**").

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns forever.

It is agreed by Assignor and Assignee that this Assignment is subject to the following terms and conditions:

1. **Definitions** – Capitalized terms used in this Assignment shall have the meanings ascribed to them in this Assignment regardless of whether they appear before or after the definition, including the following terms shall have the following meanings:
 - (a) "**Accruing**" or "**Accrued**" or "**Accrue**" means, with respect to any Claim, the occurring or happening of any event which causes such Claim to become demandable, requirable, assertible, enforceable, due and owing, or being incurred or occurring, as the case may be.
 - (b) "**Assignee Group**" means Assignee, its officers, directors, members, managers, shareholders, partners, employees, agents, consultants (including legal counsel, accountants, and financial advisors), representatives and affiliated or parent companies.
 - (c) "**Assignor Group**" means Assignor, its officers, directors, members, managers, shareholders, partners, employees, agents, consultants (including legal counsel, accountants, and financial advisors), representatives and affiliated or parent companies.
 - (d) "**Assumed Liabilities**" means (i) all Environmental Liabilities Accruing after the Effective Time, (ii) all General Liabilities Accruing after the Effective Time, and (iii) all Plugging and Abandonment Obligations regardless of when they Accrue, but EXPRESSLY EXCLUDING all Retained Liabilities.
 - (e) "**Claim**" means any obligation, duty, loss, liability, claim, demand, cause of action, judgment, settlement, lien, fine, expense, damage, cost (including attorney's fees, court costs and expenses, including expert witness fees) or penalty.
 - (f) "**Environmental Laws**" means any Laws which relate to pollution, the protection or cleanup of the environment, or the release or disposal of deleterious substances into the environment, including but not limited to ambient air, surface water, groundwater, land surface or subsurface strata.

- (g) "**Environmental Liabilities**" means all Claims created by, related to, or arising out of any Environmental Law which are related to or arise out of the ownership or operation of the Properties but excluding Plugging and Abandonment Obligations.
- (h) "**General Liabilities**" means all Claims created by, related to, or arising out of ownership or operation of the Properties, any contractual relationship related to the Properties, or any Laws related to the Properties but excluding Plugging and Abandonment Obligations.
- (i) "**Laws**" means any applicable law, order, rule, regulation, judgment or decree of any federal, state, tribal, county or municipal governing authority having jurisdiction over any of the Properties or any of the Parties, including all such laws, orders, rules, regulations, judgments or decrees as they may be amended, varied or modified in the future.
- (j) "**Plugging and Abandonment Obligations**" means all obligations and liabilities, known or unknown, with respect to the Properties, arising prior to, on, or after the Effective time, to the extent relating in any manner to the obligation to conduct operations for the plugging, replugging, abandonment, surface, water bottom, or seabed restoration, site clearance, and disposal of related waste materials, including NORM and asbestos, of all oil, gas, injection, water or other wells (including active, inactive or temporarily abandoned wells), sumps, pits, ponds, tanks, impoundments, foundations, pipelines, structures and equipment of any kind or description on the Properties, in compliance with all applicable contractual obligations and Laws. Plugging and Abandonment Obligations do not include cleanup of polluted lands, air or water other than routine cleanup normally associated with plugging and abandonment (such cleanup obligations which are other than routine being included within the definition of Environmental Liabilities).
- (k) "**Regardless of Fault**" means however caused and regardless of the active, passive, sole, contributory, concurrent or gross negligence or willful misconduct of any person or entity to be released, defended or indemnified hereunder, or the unseaworthiness of any vessel, and regardless of whether strict liability, liability without fault or negligence per se is imposed or sought to be imposed on any person or entity to be released, defended or indemnified hereunder.
- (l) "**Retained Liabilities**" means (i) all Environmental Liabilities Accruing prior to the Effective Date, (ii) all General Liabilities Accruing prior to the Effective Time, and (iii) all Claims relating to or arising from the Excluded Properties, regardless of when they Accrue, but EXPRESSLY EXCLUDING all Assumed Liabilities and any and all Plugging and Abandonment Obligations regardless of when they Accrue.

(m) **“Third Party”** means any individual, entity or governmental authority that is not a member of Assignor Group or Assignee Group.

2. **Disclaimers** – THIS ASSIGNMENT IS EXECUTED WITHOUT ANY WARRANTY OF TITLE WHATSOEVER, EITHER EXPRESS OR IMPLIED, AND WITHOUT RECOURSE AGAINST ASSIGNOR, EVEN FOR THE RETURN OF THE PURCHASE PRICE, BUT WITH FULL SUBSTITUTION AND SUBROGATION TO ALL RIGHTS AND ACTIONS OF WARRANTY AGAINST ALL FORMER OWNERS AND VENDORS; IT BEING RECOGNIZED AND ACKNOWLEDGED BY ASSIGNEE THAT ASSIGNOR’S TITLE TO THE PROPERTIES IS NOT ONE THAT IS RECOGNIZED AND/OR APPROVED BY ANY GOVERNMENTAL ENTITY HAVING JURISDICTION OVER THE FEDERAL OIL AND GAS LEASES COMPRISING A PORTION OF THE PROPERTIES. AS TO ALL EQUIPMENT, WELLS AND MOVABLE PROPERTY HEREIN CONVEYED, ASSIGNOR AND ASSIGNEE AGREE AND UNDERSTAND THAT THIS ASSIGNMENT IS MADE “AS IS, WHERE IS,” WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO: (a) THE CONDITION OF THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND ANY WARRANTY AGAINST HIDDEN VICES OR DEFECTS; (b) ANY INFRINGEMENT BY ASSIGNOR OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY; AND, (c) ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, INCLUDING WITHOUT LIMITATION, THAT RELATED TO OR BEARING ON THE EXISTENCE OR EXTENT OF OIL, GAS OR OTHER MINERAL RESERVES, THE RECOVERABILITY OF OR THE COST OF RECOVERING ANY SUCH RESERVES, THE VALUE OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL OIL OR GAS PRODUCTION.
3. **Allocation of Obligations** – From and after the Effective Time, Assignee shall assume, pay for, discharge, be responsible for and perform all Assumed Liabilities Regardless of Fault and Assignor shall retain, pay for, discharge, be responsible for and perform all Retained Liabilities Regardless of Fault.
4. **Indemnities and Limitation of Liability** -
 - (a) Assignee agrees to indemnify, defend and hold harmless Assignor Group from and against any and all Claims arising (i) from the breach of this Assignment by Assignee, (ii) from the Assumed Liabilities Regardless of Fault, or (iii) on or after the Effective Time, in any way connected with, attributable to, or resulting

from Assignee's ownership or operation of the Wells, or activities on the Contract Area.

- (b) **Assignor agrees to indemnify, defend and hold harmless, Assignee Group from and against any and all Claims arising (i) from the breach of this Assignment by Assignor or (ii) from the Retained Liabilities Regardless of Fault.**

- (c) Any Claim for indemnity under any provision of this Assignment shall be made by written notice from the Party seeking indemnification (the "**Indemnified Party**") to the Party required to provide same (the "**Indemnifying Party**"), together with a written description of any Third Party Claim against the Indemnified Party, stating the nature and basis of such Claim and, if ascertainable, the amount thereof. The Indemnifying Party shall have a period of thirty (30) days after receipt of such notice within which to respond thereto or, in the case of a Third Party Claim which requires a shorter time for response, then within such shorter period as specified by the Indemnified Party in such notice (the "**Notice Period**"). If the Indemnifying Party denies liability or fails to respond to the notice within the Notice Period, the Indemnified Party may, at the sole cost and expense of Indemnifying Party, defend or compromise the Claim as it deems appropriate without prejudice to any of the Indemnified Party's rights hereunder, with no further obligation to inform the Indemnifying Party of the status of the Claim and no right of the Indemnifying Party to approve or disapprove any action, taken in connection therewith by the Indemnified Party. If the Indemnifying Party accepts liability, it shall so notify the Indemnified Party within the Notice Period and elect either: (i) to undertake the defense or compromise of such Third Party Claim with counsel selected by the Indemnifying Party and reasonably approved by the Indemnified Party, or (ii) to instruct the Indemnified Party to defend or compromise such Claim. If the Indemnifying Party undertakes the defense or compromise of such Third Party Claim, the Indemnified Party shall be entitled, at its own expense, to participate in such defense. No compromise or settlement of any Third Party Claim shall be made without reasonable notice to the Indemnified Party and, unless such compromise or settlement includes a general release of the Indemnified Party in respect of the matter with no admission of liability on the part of the Indemnified Party and no constraints on the future conduct of its business, without the prior written approval of the Indemnified Party.

- (d) **Limitation of Liability – NOTWITHSTANDING ANYTHING HEREIN PROVIDED TO THE CONTRARY, ASSIGNOR AND ASSIGNEE DO HEREBY COVENANT AND AGREE THAT THE RECOVERY BY EITHER PARTY OF ANY DAMAGES SUFFERED OR INCURRED BY IT AS A RESULT OF ANY BREACH BY THE OTHER PARTY OF ANY OF ITS COVENANTS, AGREEMENTS, REPRESENTATIONS, GUARANTIES, WARRANTIES, DISCLAIMERS, WAIVERS OR CONTINUING OBLIGATIONS UNDER THIS ASSIGNMENT SHALL BE LIMITED TO THE ACTUAL DAMAGES SUFFERED OR INCURRED BY THE NON-BREACHING PARTY AS A RESULT OF SUCH BREACH, AND IN NO**

EVENT SHALL SUCH RECOVERY INCLUDE ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES.

5. **Taxes**

- (a) **Apportionment of Ad Valorem and Property Taxes:** All ad valorem taxes, real property taxes, personal property taxes and similar obligations assessed to Assignor with respect to the Properties for the tax period in which the Effective Time occurs shall be apportioned as of the Effective Time between Assignor and Assignee. Assignee shall file or cause to be filed all required reports and returns incident to such taxes and shall pay or cause to be paid to the taxing authorities all such taxes relating to the tax period in which the Effective Time occurs, subject to Assignor's payment to Assignee of Assignor's share of such taxes.
- (b) **Sales Taxes, Filing Fees, Etc.:** Assignee shall be liable for any sales tax or other transfer tax, as well as any applicable conveyance, transfer and recording fees and real estate transfer stamps or taxes imposed on the transfer of the Properties pursuant to this Assignment. If Assignor is required by applicable state law to report and pay these taxes and/or fees, Assignee shall, upon presentment of an invoice by Assignor, promptly deliver a check to Assignor in full payment of the invoice. Assignee shall defend, indemnify and hold Assignor harmless with respect to the payment of any of those taxes including any interest or penalties assessed thereon.
- (c) **Other Taxes:** All production, severance, excise, and other similar such taxes or fees (other than income taxes) relating to production of oil, gas and condensate attributable to the Properties prior to the Effective Time shall be paid by Assignor, and all such taxes relating to such production on and after the Effective Time shall be paid by Assignee. In the event a Party pays taxes owed by the other Party, the owing Party shall promptly reimburse the paying Party for the same upon presentment of proof of payment.
- (d) **Income Taxes:** Assignor and Assignee shall be responsible for their own respective income taxes and franchise taxes.

- 6. **Acknowledgment** – Assignor and Assignee acknowledge and agree that effective upon this Assignment, any and all rights and obligations under the Participation Agreement, the Field Development OOA; and that certain Production Processing and Handling Agreement dated April 26, 2006 by and between PetroQuest and Assignor, as amended by Letter Agreement dated October 7, 2008 (the “PHA”), should extinguish by confusion by operation of law. To the extent such confusion does not occur by operation of law, Assignor and Assignee agree that as of the Effective Time upon execution of this Assignment, the Participation Agreement, the OOA and the PHA are terminated. Except with respect to the Excluded Properties, Assignor acknowledges and agrees that with the execution of this Assignment, it has no further rights with respect to the Contract Area including, without limitation, Assignor has no further rights with respect to any of the

Acquisition Agreements or with respect to any production realized from the Wells from and after the Effective Time. To the extent any of the Properties are subject to the Four Well OOA, Assignee expressly acknowledges and consents that the assignment of such Properties hereunder shall be subject to, and Assignee's ownership of such Properties shall be bound by all the provisions of, such Four Well OOA. Assignee acknowledges and agrees that to the extent any of the Properties are subject to the Four Well OOA, the assignment of such Properties hereunder is subject to preferential rights under such Four Well OOA.

7. **Records Retention** – For a period of six (6) years after the Effective Time, Assignee will retain the Records delivered to Assignee by Assignor pursuant hereto and will make such Records available to Assignor upon reasonable notice at Assignee's offices at reasonable times and during regular office hours.
8. **Further Transfers** – Assignee agrees that it will not assign, sublease or transfer, in whole or part, any rights acquired herein without requiring its assignees, sublessees, and transferees to expressly assume all obligations owed to Assignor under the terms of this Assignment, and all such pertinent terms shall be incorporated into any and all future instruments translative of title.
9. **Notices** – Any notice provided or permitted to be given under this Assignment shall be in writing and may be served by personal delivery or by depositing same in the United States mail, addressed to the Party to be notified, postage prepaid, and registered or certified with a return receipt requested. Notices deposited in the mail in the manner hereinabove described shall be deemed to have been given and received upon the date of delivery as shown on the return receipt. Notice served in any other manner shall be deemed to have been given and received only if and when actually received by the addressee. For purposes of notice, until receipt of written notice changing same, the addresses of the Parties shall be as follows:

Assignor's Mailing Address

INPEX Americas, Inc.
2800 Post Oak Boulevard
Suite 2450
Houston, Texas 77056
Attention: Ryo Manabe
Email: ryo.manabe@inpex.co.jp
Phone: (713) 850-8480
Fax: (713) 850-0678

Assignee's Mailing Address:

Northstar Offshore Ventures LLC
11 Greenway Plaza
Suite 2800
Houston, Texas 77046

Attention: Brian H. Macmillan
Email: bmac@nstaroffshore.com
Fax: (713) 626-3444

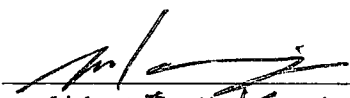
10. **Successors and Assigns** – This Assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, assigns, successors and transferees.
11. **No Third Party Beneficiary** – Neither this Assignment, nor any performance hereunder by Assignor or Assignee, shall be deemed or interpreted to create any right, claim, cause of action, or remedy on behalf of any Third Party.
12. **Survival** – All covenants, agreements, representations, guaranties, warranties, disclaimers, waivers and continuing obligations shall survive the execution and recordation of this Assignment.
13. **Interpretation** – In the event of a dispute over the meaning, interpretation or application of this Assignment, it shall be construed fairly and reasonably and neither more strongly for nor against either Party.
14. **Headings** – Headings or other subdivisions of this Assignment are inserted for convenience of reference and shall not limit or affect the legal construction of any provision of this Assignment.
15. **Non-Waiver** – The failure of either Party to insist upon the performance or fulfillment of any of the other Party's obligations under this Assignment shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.
16. **Governing Law** – **This Assignment and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of Louisiana, other than any conflict of law rules that would direct the application of the laws of another jurisdiction.**
17. **Amendment** – This Assignment may be amended, modified or otherwise altered or its provisions waived only by an amendment in writing signed by a designated representative of each Party.
18. **Severability** – If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect and the Parties shall negotiate in good faith to modify this Assignment so as to give effect to their original intent as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

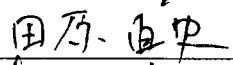
19. **Entire Agreement** – This Assignment constitutes the sole and complete agreement of the Parties and supersedes all other agreements or representations of any kind, oral or otherwise, not included herein.
20. **Binding Authority** – Each of the persons executing this Assignment represents and warrants that he or she has full right and authority to execute this instrument on behalf of Assignor or Assignee, as the case may be, and to bind such Party to the fulfillment of all of the provisions hereof.
21. **Expenses** – Each Party shall be solely responsible for all expenses incurred by it in connection with this Assignment, and neither Party shall be entitled to any reimbursement for any such expenses from the other Party.
22. **Conspicuousness** – The Parties expressly acknowledge and agree that those portions of this Assignment appearing in **bold type** and/or in ALL CAPITAL LETTERS are conspicuous, it being the intent of the Parties for all such provisions to satisfy any statutory or common law requirements that same must be conspicuous in order to be valid, binding or enforceable.
23. **Further Assurances** – Each of the Parties shall execute, acknowledge and deliver to the other such further instruments, conveyances, deeds, acquittances, division orders and transfer orders, and take such other actions as may be reasonably necessary to carry out the provisions of this Assignment.
24. **Counterpart Execution** – This instrument may be signed in any number of counterparts, each of which shall be binding upon the Party or Parties so signing; provided, however, this Assignment shall not be binding on either Party unless and until it is executed by both Parties.
25. **Redhibition Waiver** – Assignee waives all rights in redhibition pursuant to Louisiana Civil Code Articles 2475 and 2520 through 2548, and acknowledges that this express waiver shall be considered a material and integral part of this transaction and the consideration thereof. Assignee acknowledges that this waiver has been brought to its attention and has been explained in detail and that Assignee has voluntarily and knowingly consented to this waiver of warranty of fitness and warranty against redhibitory vices and defects for the Properties.

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IN WITNESS WHEREOF, this instrument is executed before the undersigned competent witnesses as of this 24 day of October 2018, but effective for all purposes as of the Effective Time.

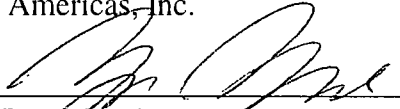
WITNESSES:



Masateru Komiya
Print Name


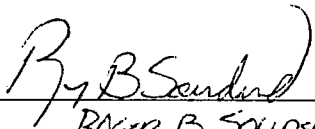
Naotumi Takara
Print Name

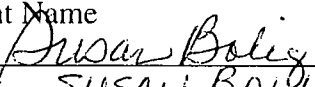
ASSIGNOR:

INPEX Americas, Inc.
BY: 

Ryo Manabe
President

ASSIGNEE:



Brian B. Saunders
Print Name


Susan Bolig
Print Name

Northstar Offshore Ventures LLC
BY: 

Brian H. Macmillan
Sr. Vice President - Land

STATE OF TEXAS

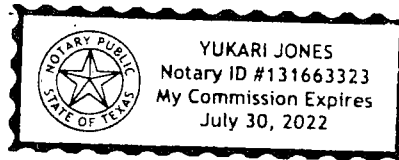
COUNTY OF HARRIS

On this 24th day of October, 2018, before me appeared Ryo Manabe, to me personally known, who, being by me duly sworn, did say that he is the President of INPEX Americas, Inc. and that the foregoing instrument was executed on behalf of said company by authority of its Board of Directors, and said Appearer acknowledged said instrument to be the free act and deed of said company.

Yukari Jones

NOTARY PUBLIC

My commission expires:



STATE OF TEXAS

COUNTY OF HARRIS

On this 23rd day of October, 2018, before me appeared Brian H. Macmillan, to me personally known, who, being by me duly sworn, did say that he is the Sr. Vice President - Land of **Northstar Offshore Ventures LLC**, a Delaware limited liability company, and that the foregoing instrument was executed on behalf of said limited liability company by authority of its members, and said Appearer acknowledged said instrument to be the free act and deed of said limited liability company.

Marisela Chapa

NOTARY PUBLIC

My commission expires:

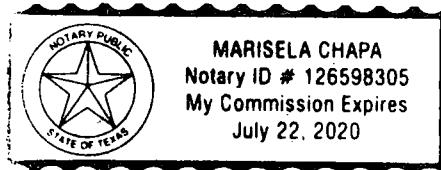


EXHIBIT A

Attached to and made a part of that certain
Assignment and Bill of Sale
Effective June 1, 2018,
by and between INPEX Americas, Inc.
as Assignor, and Northstar Offshore Ventures LLC, as Assignee

CONTRACT AREA AND WELLS:

Those certain Federal Oil and Gas Leases and Wells described as follows:

Lease SS 63 - OCS 0057

Lease dated September 12, 1946, by and between the State Mineral Board of Louisiana, as Lessor and Magnolia Petroleum Company, as Lessee, bearing State Lease No. 763 (Tract 777), as validated by the United States of America under Serial Number OCS 057, covering that portion of Block 63, Ship Shoal Area, described as the SE/4 of SE/4, containing 312.50 acres, more or less, as shown on OCS Leasing Map, Louisiana Map No. 5.

Lease SS 63 - OCS-G 12345

Lease dated September 12, 1946, by and between the State Mineral Board of Louisiana, as Lessor and Magnolia Petroleum Company, as Lessee, bearing State Lease No. 763 (Tract 777), as validated by the United States of America under Serial Number OCS-G 12345 (formerly OCS 057-A), covering that portion of Block 63, Ship Shoal Area, described as the federal portion of the following: N/2; SW/4; S/2 of SW/4 of SE/4; SE/4 of NE/4 of SE/4; N/2 of NE/4 of SE/4; SW/4 of NE/4 of SE/4; NW/4 of SE/4; N/2 of SW/4 of SE/4, containing 3,111.44 acres, more or less, as shown on OCS Leasing Map, Louisiana Map No. 5.

Lease SS 72 - OCS 060

Lease dated September 12, 1946, by and between the State Mineral Board of Louisiana, as Lessor and Magnolia Petroleum Company, as Lessee, bearing State Lease No. 766 (Tract 786), as validated by the United States of America under Serial Number OCS 060, covering that portion of Block 72, Ship Shoal Area, described as the N/2 of NE/4; N/2 of SW/4 of NE/4; SW/4 of SW/4 of NE/4; NW/4 of SE/4 of NE/4; SE/4 of NW/4; E/2 of NW/4 of SW/4; NE/4 of SW/4; NE/4 of SW/4 of SW/4; N/2 of SE/4 of SW/4; SE/4 of SE/4 of SW/4; W/2 of SE/4; and the W/2 of SE/4 of SE/4, containing 2,812.50 acres, more or less, as shown on OCS Leasing Map, Louisiana Map No. 5.

Lease SS 72 - OCS-G 12348

Lease dated September 12, 1946, by and between the State Mineral Board of Louisiana, as Lessor and Magnolia Petroleum Company, as Lessee, bearing State Lease No. 766 (Tract 786), as validated by the United States of America under Serial Number OCS-G 12348 (formerly OCS 060-A), covering that portion of Block 72, Ship Shoal Area, described as the E/2 of SE/4 of SE/4; NE/4 of SE/4; S/2 of SE/4 of NE/4; NE/4 of SE/4 of NE/4; SE/4 of SW/4 of NE/4; SW/4 of SE/4 of SW/4; S/2 of SW/4 of SW/4; NW/4 of SW/4 of SW/4; W/2 of NW/4 of SW/4;

W/2 of NW/4; NE/4 of NW/4, containing 2,187.50 acres, more or less, as shown on OCS Leasing Map, Louisiana Map No. 5.

Lease SS 87 - OCS 062

Lease dated September 12, 1946, by and between the State Mineral Board of Louisiana, as Lessor and Magnolia Petroleum Company, as Lessee, bearing State Lease No. 768 (Tract 801), as validated by the United States of America under Serial Number OCS 062, covering that portion of the N/2 of Block 87, Ship Shoal Area, described as the NW/4 of NE/4 of NE/4; NW/4 of NE/4; E/2 of NE/4 of NW/4, containing 546.875 acres, more or less, as shown on OCS Leasing Map, Louisiana Map No. 5.

Lease SS 87 - OCS-G 12349

Lease dated September 12, 1946, by and between the State Mineral Board of Louisiana, as Lessor and Magnolia Petroleum Company, as Lessee, bearing State Lease No. 768 (Tract 801), as validated by the United States of America under Serial Number OCS-G 12349 (formerly OCS 062-A), covering that portion of the N/2 of Block 87, Ship Shoal Area, described as the NE/4 of NE/4 of NE/4; S/2 of NE/4 of NE/4; S/2 of NE/4; W/2 of W/2 of NW/4; SE/4 of SW/4 of NW/4; S/2 of SE/4 of NW/4, containing 1,406.25 acres, more or less, the N/2 of SE/4 of NW/4; NE/4 of SW/4 of NW/4, containing 243.375 acres, more or less, and the W/2 of NE/4 of NW/4; E/2 of NW/4 of NW/4, containing 312.5 acres, more or less, all as shown on OCS Leasing Map, Louisiana Map No. 5.

WELLS

AREA/ BLOCK	Lease #	WI	NRI%	WELL NO.	API NO.
SS 63	OCS 057	25.00000%	0.00000%	#15	17-711-41529-04
SS 63	OCS G 12345	29.12303%	21.84227%	#16	17-711-41526-00
SS 72	OCS 060	25.00000%	20.00000%	#7 ST#2	17-711-40349-02
SS 72	OCS 060	25.00000%	20.00000%	#9 ST-1	17-711-40359-01
SS 72	OCS 060	25.00000%	0.00000%	#13 ST-1	17-711-40368-01
SS 72	OCS 060	25.00000%	18.75000%	#L-24 ST-1	17-711-41078-02
SS 72	OCS 060	25.00000%	18.75000%	31 ST-1	17-711-41435-01
SS 72	OCS 060	25.00000%	18.75000%	#32	17-711-41493-00
SS 72	OCS 060	25.00000%	18.75000%	#33 ST -1	17-711-41496-00
SS 72	OCS-G 12348	BPO: 0.0% APO: 25.00000%	BPO: 0.0% APO: 20.00000%	18 ST-1	17-711-40429-01