

June 14, 2019

Bureau of Ocean Energy Management  
ATTN: Adjudication Section  
Mail Stop GM 276A  
1201 Elmwood Park Blvd.  
New Orleans, Louisiana 70123-2394

By UPS Delivery

Re: Non-Required Filing  
Assignment and Bill of Sale

Ladies and Gentlemen:

Please find enclosed two (2) copies of that certain Assignment and Bill of Sale as described below which we kindly submit for filing purposes only.

Document Title:	Assignment and Bill of Sale
Leases Affected:	23736
Grantor(s):	Catapult Exploration,LLC
Grantee(s):	Walter Oil & Gas Corporation
Filing Category:	7 - Contracts, Agreements, and Conveyances
Service Fees:	Enclosed Pay.gov receipt in the amount of \$29.00

Upon filing this document, we kindly request that one stamped copy of the recorded document be returned to the undersigned in the provided self-addressed stamped envelope. If you should have any questions, please feel free to contact me at (713) 659-1221 or by email at [Lmartinez@walteroil.com](mailto:Lmartinez@walteroil.com).

Sincerely,

Lisa Martinez  
Lease Analyst  
Walter Oil & Gas Corporation

enclosures

## Assignment and Bill of Sale

This Assignment and Bill of Sale (this "*Assignment*") is executed on May 3, 2019 (the "*Execution Date*") but effective as of 7:00 a.m., Central Time, March 20, 2019 (the "*Effective Time*") by and between Catapult Exploration, LLC ("*Seller*"), a Florida limited liability company with an address of 600 Rockmead Dr., Suite 115 Kingwood, TX 77339, on the one hand, and Walter Oil & Gas Corporation ("*Buyer*"), a Texas corporation with an address of 1100 Louisiana, Suite 200, Houston, Texas 77002-5299, on the other hand.

For good and valuable cause and consideration, the receipt and sufficiency are hereby acknowledged, Seller does hereby sell, assign, transfer and deliver to Buyer, and Buyer hereby purchases and accepts from Seller, the Assigned Interests of Seller effective as of the Effective Time, where the term "*Assigned Interests*" with respect to Seller's right, title and interest in and to the Assets, where the term "*Assets*" means the following assets (less and except the Excluded Assets):

- (a) the oil and gas lease described in Part 1 of Exhibit A hereto (the "*Lease*"), INsofar AND ONLY INsofar as to the lands specified in Part 2 of Exhibit A hereto (the "*Contractual Rights*") and the working interests and net revenue interests specified in Exhibit A;
- (b) the well described in Part 3 of Exhibit A hereto (the "*Well*");
- (c) all equipment, facilities, improvements, fixtures and other property (whether movable or immovable and including without limitation well equipment, casing, tubing, rods, tanks, boilers, platforms, caissons, buildings, pumps, motors, machinery, separators, dehydrators, treaters, power lines, SCADA equipment, meters, field processing facilities, subsea tie-backs, risers, umbilicals, flowlines, gathering lines, transmission lines and other pipelines) situated on the Lease or connected to the Well and owned in whole or in part by Seller, whether or not currently in use (including without limitation the equipment described in Part 3 of Exhibit A hereto (collectively with the well described therein, the "*Scheduled Well and Equipment*")) (the "*Equipment*");
- (d) all permits (excluding any seismic permits), orders, lease agreements, assignments, gas purchase and sale contracts, oil purchase and sale agreements, transportation and marketing agreements, operating agreements, unit agreements, production handling agreements, processing agreements, right-of-way, easements, facilities or equipment leases and other contracts, agreements, warranties and rights, all to the extent used, or held for use, with respect to the ownership or operation of any portion of the Lease, Well and Equipment or the production, treatment or marketing of Hydrocarbons from, or attributable to, the Lease or the Well (including without limitation the agreements and contracts described in Part 4 of Exhibit A hereto (the "*Scheduled Contracts*")), but excluding any Excluded Assets (collectively, the "*Contracts*");



- (e) all Hydrocarbons produced from the Lease and/or the Well at or after the Effective Time; all imbalances as of or after the Effective Time with respect to all Hydrocarbons produced from the Lease and/or Well ("**Imbalances**"), and any and all rights and benefits associated therewith; and all Hydrocarbons and other "line fill" and inventory (whether above or below any pipeline connection in tanks) that as of or after the Effective Time are attributable to the Lease and/or Well and were not sold, or scheduled to be sold, as of the Effective Time;
- (f) all records, files, documents, information and data (including without limitation title records, abstracts, title opinions, title certificates, production records, well records, severance Tax records, maps, interpretations, lease files and accounting records) relating directly to any or all of the foregoing assets, but excluding any Excluded Assets (collectively, the "**Records**"); and
- (g) to the extent assignable, all warranties from any Person (other than Seller) regarding any of items (a)-(f) above.

TO HAVE AND TO HOLD Seller's Assigned Interests by Buyer and its successors and assigns forever subject to the following provisions.

1. As used this Assignment, the following terms have the following meanings. The term "**Affiliate**" means, with respect to any Person, any other Person who, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person; for the purposes of this definition, the terms "controls", "controlled" and "control" refer to the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by contract or otherwise. The term "**Applicable Law**" means any constitution, statute, law (including without limitation common law or in equity), rule, regulation, judgment, order, writ, injunction or decree of any Governmental Entity (whether currently in effect or hereafter enacted or issued) to which a specified Person or property is subject. The term "**Governmental Entity**" means any court or tribunal in any jurisdiction (domestic or foreign) or any federal, state, municipal, or other governmental body, agency, officers, authority, department, commission, board, bureau or instrumentality (domestic or foreign). The term "**Hydrocarbons**" means oil, gas, other liquid or gaseous hydrocarbons, any other substances produced with any of the foregoing and any combination of any of the foregoing. The term "**Person**" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, enterprise, unincorporated organization or other juridical person and includes any Governmental Entity. The term "**Seller Related Party**" means Seller, its Affiliates and the officers, directors, managers, shareholders, members. The terms "**Tax**" and "**Taxes**" mean any income taxes and similar assessments and any sales, excise, use, occupation, ad valorem, property, production, severance, transportation, employment, payroll, franchise and other taxes and assessment imposed by any United States federal, state or local (or any foreign or provincial) taxing authority, including any interest, penalties or additions attributable thereto.

2. This Assignment is made subject to the Purchase and Sale Agreement dated May 3, 2019 but effective as of the Effective Time by and between Seller and Buyer relating to the Assets and Assigned Interests (the "**Agreement**"). In the event of any conflict between this

Assignment and the Agreement, the Agreement shall control. However, Seller and Buyer acknowledge and agree that nothing in the Agreement limits, expands or otherwise modifies the definition or scope of the Assets and Assigned Interests as set forth above in this Assignment. Capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Agreement.

3. This Assignment is made expressly subject to the Operating Agreement effective as of July 1, 2002 by and between Newfield Exploration Company and Westport Resources Corporation, as amended (the "*JOA*"). In signing this Assignment, Buyer agrees to be bound to all provisions of the *JOA*. In the event of any conflict between this Assignment and the *JOA*, the *JOA* shall control.

4. Notwithstanding anything to the contrary in this Assignment, the Assets and Assigned Interests do not include the following (the "*Excluded Assets*"):

- (a) all trade credits, accounts, instruments, general intangibles, proceeds, income, revenues, audit rights, claims, refunds and other benefits of Seller (including without limitation any benefit attributable to any current or future laws or regulations in respect to "royalty relief" or other similar measures) attributable to any Assets with respect to any period of time before the Effective Time;
- (b) all claims, rights and causes of action of Seller arising from acts, omissions or events related to, or damage to or destruction of, any Assets occurring before the Effective Time;
- (c) all rights and interests of Seller (1) to any condemnation proceeds or awards arising from acts, omissions or events related to, or damage to or destruction of, any Assets occurring before the Effective Time, (2) under any bond or (3) under any policy or agreement of insurance or indemnity (including without limitation for adjustments to insurance premiums);
- (d) all Hydrocarbon production from or attributable to the Assigned Interests of Seller with respect to any period before the Effective Time (together with all proceeds from or of such Hydrocarbons);
- (e) all claims of Seller for refunds of or loss carry forwards with respect to (1) Taxes attributable to any Assets for any period before the Effective Time;
- (f) all amounts received by or owing to Seller attributable to any hedging transactions, and any gains or losses of Seller attributable to any hedging activities;
- (g) all of Seller's organizational, financial and Tax records;
- (h) all of Seller's patents, trade secrets, copyrights, names, trademarks, proprietary computer software, logos and other intellectual property;



- (i) all documents and instruments of Seller that relate to any Assets and may be protected by an attorney-client or work-product privilege (other than title opinions, title muniments and title curative materials);
- (j) all records, files, documents, information and data (whether or not seismic or other geophysical data) of Seller (and all permits, orders, agreements, contracts and rights of Seller) concerning any Assets where transfer or disclosure of same is prohibited by Applicable Law or by agreement with any Person from whom such Seller has not secured a waiver or consent for such transfer or disclosure as of the Execution Date and such consents are not customarily obtained post-closing;
- (k) all permits, contracts, agreements and rights of Seller related to any Assets where transfer of same is prohibited by Applicable Law or by agreement with any Person from whom such Seller has not secured a consent for such transfer as of the Execution Date and such consents are not customarily obtained post-closing;
- (l) all correspondence between or among Seller (or any Affiliates thereof), and all agreements and correspondence between Seller (or any Affiliate thereof) and any third party, relating to a proposal to sell any interest in any Assets;
- (m) all rights and claims to any cash, trust accounts, escrows, bonds, letters of credit and guarantees, if any, that were posted by or on behalf of Seller with a Governmental Entity, or were posted with or paid to Seller by or on behalf of any third Person, with respect to any Assets;
- (n) any inventory (other than inventory of Hydrocarbons), and any office leases, buildings, warehouses and yards and any furniture, office equipment, computers and related peripheral equipment located in such facilities, in each case not located on the Lease or any Equipment, and any vehicles and vessels wherever located;
- (o) laptops, personal data assistants, pagers, mobile telephones and other similar equipment assigned to individual employees of Seller; and
- (p) all proceeds, income, revenues, refunds, claims, rights, causes of action and other benefits of Seller with respect to any of items (a)-(o) above.

5. EXCEPT AS EXPRESSLY SET OUT IN ARTICLE III OR SECTION 5.01 OF THE AGREEMENT, SELLER EXPRESSLY DISCLAIMS EACH AND EVERY, AND BUYER EXPRESSLY WAIVES AND ACKNOWLEDGES THAT NO SELLER RELATED PARTY MAKES ANY, WARRANTY OR REPRESENTATION (WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE) WITH RESPECT TO ANY OR ALL OF THE ASSETS, ASSIGNED INTERESTS, LEASE AND TRANSACTIONS CONTEMPLATED BY THE AGREEMENT, INCLUDING WITHOUT LIMITATION AS TO (A) THE ACCURACY OR MATERIALITY OF ANY RECORDS OR ANY OTHER DATA, INFORMATION OR

RECORDS FURNISHED TO BUYER IN CONNECTION WITH ANY ASSETS OR ASSIGNED INTERESTS, THE LEASE OR THE AGREEMENT; (B) THE PRESENCE, QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE ASSETS; (C) THE ABILITY OF THE ASSETS TO PRODUCE HYDROCARBONS, INCLUDING AS TO PRODUCTION RATES, DECLINE RATES AND RECOMPLETION OR DRILLING OPPORTUNITIES; (D) THE PRESENT OR FUTURE VALUE OF THE ANTICIPATED INCOME, COSTS OR PROFITS, IF ANY, TO BE DERIVED FROM THE ASSETS OR ASSIGNED INTERESTS; (E) ANY PROJECTIONS AS TO EVENTS THAT MAY OR MAY NOT OCCUR;; (F) THE PHYSICAL, ENVIRONMENTAL OR OPERATING CONDITION, MERCHANTABILITY, FITNESS FOR BUYER'S PURPOSES OR ANY PURPOSE OF THE ASSETS; (G) THE PRESENCE OR ABSENCE OF ANY NORM OR OTHER HAZARDOUS MATERIAL OR OF ANY DEFECTS (REDHIBITORY, LATENT, APPARENT OR OTHERWISE); OR (H) ANY OTHER MATTERS CONTAINED IN OR OMITTED FROM ANY RECORDS OR ANY OTHER INFORMATION OR MATERIAL FURNISHED TO OR FOR BUYER.

6. ALL ASSIGNED INTERESTS OF SELLER ARE HEREBY CONVEYED BY SUCH SELLER AND ACCEPTED BY BUYER "AS IS, WHERE IS, AND WITH ALL FAULTS." BUYER EXPRESSLY WAIVES ANY CLAIM UNDER ARTICLES 2520 THROUGH 2548 OF THE LOUISIANA CIVIL CODE AS AMENDED, OR ANY OTHER PROVISIONS OR THEORIES OF LAW, FOR A RETURN, REDUCTION OR ADJUSTMENT IN THE PURCHASE PRICE BASED UPON REDHIBITION OR QUANTI MINORIS OR ACTION OF EVICTION ON ACCOUNT OF CONDITION OR MERCHANTABILITY OF ANY ASSETS OR ASSIGNED INTERESTS.

7. SELLER WILL CONVEY TITLE TO ITS TRANSFERRED INTERESTS TO BUYER WITHOUT ANY WARRANTY OF TITLE, EXPRESS, STATUTORY OR IMPLIED, NOT EVEN FOR RETURN OF THE PURCHASE PRICE, except that Seller shall warrant and defend title to Seller's Transferred Interest unto Buyer (and successors and assigned) against (a) every Person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Seller, but not otherwise, subject, however, to the Burdens. and the other matters set forth herein and (b) any overriding royalty interest, lien, reversionary interest or other burden of any kind burdening Seller's Transferred Interest other than those Burdens set forth on Part 2 of Exhibit A hereto (the "*Special Warranty*"). In no event shall the foregoing warranty extend to or be enforceable by any Third Party other than the Buyer, specifically excluding Buyer's successors and assigns in all or part of the Transferred Interests.

8. Buyer assumes all obligations of Seller and each other Seller Related Party under, and hereby ratifies and confirms, the Lease and Contracts as of the Effective Time and also assumes all Assumed Obligations.

9. Seller and Buyer dispense and release each undersigned notary public from the production of any tax receipts or certificates of mortgage in connection with this Assignment.

10. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same agreement.



**THUS DONE AND SIGNED** by Seller in Houston, Texas on Execution Date but effective as of the Effective Time before the undersigned competent witnesses and me, Notary Public, after a due reading of the whole.

**Witnesses to all signatures on this page:**

Signature: Fay Harrison

Name printed: Fay Harrison

Signature: AJ Dodge

Name printed: Alicia J. Dodge

**Seller:**

**Catapult Exploration, LLC**

By: Conrad J. McGarry  
Name printed: Conrad J. McGarry  
Title: Partner

STATE OF TEXAS

COUNTY OF HARRIS

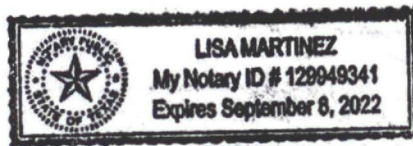
LISA MARTINEZ

Notary Public for STATE OF TEXAS

Name printed: LISA MARTINEZ

Notarial Identification No.: 129949341

My commission expires 9/8/2022



**THUS DONE AND SIGNED** by Buyer in Houston (Harris County), Texas on Execution Date but effective as of the Effective Time before the undersigned competent witnesses and me, Notary Public, after a due reading of the whole.

**Witnesses to all signatures on this page:**


**Buyer:**

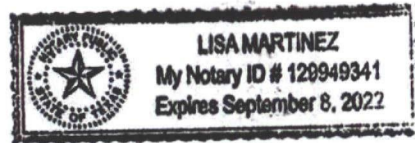
Signature: 

**Walter Oil & Gas Corporation**

Name printed: Alicia J. Dodge

By:   
Name printed: Ron A. Wilson *cl* *am*  
Title: President & CEO

  
Notary Public for STATE OF TEXAS  
Name printed: LISA MARTINEZ  
Notarial Identification No.: 129949341  
My commission expires 9/8/2022





**EXHIBIT A**  
**SCHEDULED ASSETS**

**Part 1 of Exhibit A – Lease**

Oil and Gas Lease of Submerged Lands bearing Serial No. OCS-G 23736 dated July 1, 2002 by and between the United States of America, as lessor, and Newfield Exploration Company and Westport Resources Corporation, as lessees, covering all of Block 73, West Cameron, OCS Louisiana Leasing Map No. 1, containing 5,000.00 acres, more or less.

**Part 2 of Exhibit A – Contractual Rights**

Oil and Gas Lease of Submerged Lands bearing Serial No. OCS-G 23736 dated July 1, 2002 by and between the United States of America as lessor and Newfield Exploration Company and Westport Resources Corporation, as lessees, covering all of Block 73, West Cameron, OCS Louisiana Leasing Map No. 1, containing 5,000.00 acres, more or less, INsofar AND ONLY INsofar as said Lease covers the following:

South Half from the surface down to one hundred feet (100') below the stratigraphic equivalent of the Well, less and except E ½ E ½ SE ¼.

**Seller's Working Interest and Net Revenue Interest in the Contractual Rights**

Gross Working Interest of Seller	4.20000%
Net Revenue Interest of Seller	3.05300%

**Burdens on the Contractual Rights**

- 1) 5% overriding royalty interest reserved by McMoran Oil & Gas (granted under the Farmout Agreement between McMoRan Oil & Gas, LLC, as Farmor, and Buyer, Manti Equity Partners, LP, Manti Exploration & Production, Inc., Seller, and Catapult Exploration, LLC, as Farmees, dated November 30, 2010).
- 2) Lessor's royalty (if applicable): 16.666667%
- 3) Catapult ORRI: 2.45000% (gross), subject to the Catapult Exploration Agreement by and between Catapult Exploration, LLC, Walter Oil & Gas Corporation, Manti LP, and CL&F Resources LP, dated effective January 1, 2006, as amended.

### **Part 3 of Exhibit A – Scheduled Well and Equipment**

OCS-G 23736, West Cameron 73 Well No. 2 (API No. 17-700-41308-01) (the “Well”), along with any and all equipment, risers, casing, pipelines and any fixtures related to the Well.

### **Part 4 of Exhibit A – Contracts**

1. Exploration Agreement, effective January 1, 2006, between Catapult Exploration, LLC, LLOG Exploration Company, LLC, BTA Oil Producers, Manti Godzilla, Ltd., as amended.
2. Farmout Agreement, effective November 30, 2010, between McMoRan Oil & Gas LLC, Farmor, and Walter Oil & Gas Corporation, Catapult Exploration, LLC, Manti Equity Partners, LP, Manti Exploration & Production Inc., and Catapult Exploration, LLC, Farmees.
3. Operating Agreement, July 1, 2002, between Westport Resources Corporation and Newfield Exploration Company covering West Cameron Lease 73, OCS-G 23736, as amended.
4. Letter Agreement, August 22, 2011, among W&T Offshore, Inc., Walter Oil & Gas Corporation, BTA Oil Producers, Manti Equity Partners, LP, Manti Exploration & Production Company, and Catapult Exploration, LLC.
5. Amendment and Ratification to Operating Agreement, effective May 25, 2012, among Walter Oil & Gas Corporation, W&T Offshore Inc., BTA Oil Producers, Manti Equity Partners, LP, Manti Exploration & Production Company, Catapult Exploration, LLC and CL&F Resources LP.
6. Assignment of Interest Agreement, February 19, 2012, between Walter Oil & Gas Corporation and BTA Oil Producers LLC.
7. Participation Agreement, effective May 1, 2012, between Walter Oil & Gas Corporation and CL&F Resources LP.
8. Production Handling Agreement, September 1, 2013, between McMoRan Oil & Gas LLC and W&T Offshore, Inc., as Processors, and Walter Oil & Gas Corporation, W&T Offshore, Inc., Catapult Exploration, LLC, Catapult Exploration, LLC, and CL&F Resources LP, as Producers.



9. Notice to Producers, Letter Agreement pursuant to PHA, June 18, 2015, between McMoRan Oil & Gas LLC and W&T Offshore, Inc., as Processors, and Walter Oil & Gas Corporation, W&T Offshore, Inc., Catapult Exploration, LLC, Catapult Exploration, LLC, and CL&F Resources LP, as Producers.

[End of Exhibit A]

State of Louisiana, Parish of Cameron

Parish of Cameron, Clerk of the Court

I hereby certify that the foregoing is a true and correct copy of the original

file for record, recorded in

File No. 345416 5-16 Journal 2019

Conveyance Book ✓, page \_\_\_\_\_

Mortgage Book \_\_\_\_\_, page \_\_\_\_\_

\_\_\_\_\_ page \_\_\_\_\_

\_\_\_\_\_ is my official seal

5-16 2019  
Jemanta Hunt