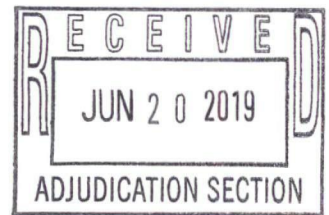




11 Greenway Plaza  
Suite 2800  
Houston, Texas 77046



(713) 626-9696

Fax (713) 626-3444

Via Overnight Delivery

June 19, 2019

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

**Re: Non-Required Filing – Assignment and Bill of Sale**

Dear Land Law Examiner:

Please find attached an Assignment and Bill of Sale by and between SCL Resources, LLC (3219) in favor of Sanare Energy Partners, 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:** SCL Resources, LLC (3219) *as Assignor*  
to  
Sanare Energy Partners, LLC (3520) *as Assignee*

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

**Lease(s) Affected:** Eugene Island Area, Block 57, OCS-G 2601

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/Acquisitions/SCL 2018-Non-Req Filings-BOEM EI 57 ABOS Non-Req Cvr Ltr.docx

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**ASSIGNMENT AND BILL OF SALE**

This Assignment and Bill of Sale ("**Assignment**"), dated effective as of 7:00 a.m. Central Time, on August 1, 2018 (the "**Effective Time**"), is made by **SCL Resources, LLC**, a Texas limited liability company, with an address of 840 Roosevelt 2<sup>nd</sup> FL, Irvine, CA 92620, (hereinafter "**Assignor**") to **Sanare Energy Partners, LLC** f/k/a Northstar Offshore Ventures LLC, a Delaware limited liability company, with an address of 11 Greenway Plaza, Suite 2800, Houston Texas 77046 (hereinafter "**Assignee**").

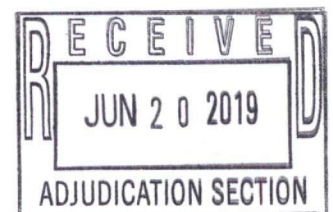
In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, sell, convey, assign, and deliver unto Assignee all of Assignor's right, title and interest, if any, in and to the interests and properties described in Sections 1 through 6 below (without duplication) (such right, title and interest, less and except the Excluded Assets, collectively the "**Conveyed Interests**"):

1. the oil and gas leases described in Exhibit A attached hereto and made a part hereof or associated with the Wells listed on Exhibit B attached hereto, including any renewals, extensions, ratifications, and amendments thereto, and the leasehold estates created thereunder (including all overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests, and similar interests) (the "**Leases**");

2. all oil and/or gas, water, injection, observation, science, and other wells, including, without limitation, the wells listed on Exhibit B attached hereto (collectively, the "**Wells**"), located on any of the Leases (or lands pooled therewith), whether producing, operating, plugged, permanently abandoned, shut-in, temporarily abandoned, or otherwise, and all hydrocarbons produced from or allocated to the Wells and Leases from and after the Effective Time;

3. to the extent that they may be assigned, all, rights-of-way, easements, permits, licenses and servitudes, only insofar as same are primarily used or held for use in connection with operations for the exploration and production of oil, gas, or other minerals from the other Conveyed Interests (the "**Rights-of-Way**"), including, without limitation, the Rights-of-Way listed on Exhibit C attached hereto and made a part hereof;

4. any machinery, equipment, fixtures, casing, related inventory, platforms, facilities, and personal property located on and primarily used or held for use in connection with the operation of the other Conveyed Interests;





5. to the extent that they may be assigned, all contracts to which Assignor is a party or is bound only insofar as same are primarily related to the use, ownership, or operation of the other Conveyed Interests, in each case, that will bind any Conveyed Interest upon assignment to Assignee (the "**Contracts**"), including, without limitation, the Contracts listed on Exhibit D attached hereto and made a part hereof;

6. to the extent that they may be assigned, all files, records, information, and data to the extent primarily related to Assignor's ownership and operation of the Conveyed Interests and that are in Assignor's possession, including, without limitation, all land files, title records, correspondence, and operations, environmental, production, accounting, facility, and well files and records (the "**Records**"). For clarity, the following are expressly excluded from the Records and are not assigned or otherwise transferred to Assignee: (a) all data and records relating to the sale of the Conveyed Interests, including bids received from, and records of negotiations with, any party other than Assignee, (b) all corporate, financial, tax, legal (including all work product of, and attorney-client communications with, Assignor's legal counsel) and (c) other business data and records of Assignor that relate to Assignor's business generally.

7. In addition to the items described in sub-sections 6(a)-(c) above, the Conveyed Interests do not include, and there is hereby expressly excepted and excluded therefrom and reserved to Assignor, the following assets and properties (collectively with the items described in sub-sections 6(a)-(c) above, the "**Excluded Assets**"): (a) all trade credits, all accounts, all receivables and all other proceeds, income or revenues attributable to the Conveyed Interests and attributable to any period of time prior to the Effective Time; (b) all claims and causes of action of Assignor arising under or with respect to any Contracts that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds and all audit rights); (c) all claims of Assignor for refunds of, credits attributable to, loss carryforwards with respect to (i) Asset Taxes attributable to any period (or portion thereof) ending prior to the Effective Time, (ii) Income Taxes, or (iii) Taxes attributable to the Excluded Assets; (d) all hydrocarbons produced and sold from the Conveyed Interests with respect to all periods prior to the Effective Time; (e) all of Assignor's or any of its affiliates' proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (f) all data, information and agreements that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with third parties; and (g) all rights and interests of Assignor or any of its affiliates (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or (iii) to any insurance or condemnation proceeds or awards arising prior to the Effective Time.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever subject to the following:

Assignor covenants and agrees that it will warrant and defend title to the Leases and Wells described on Exhibits A and B unto Assignee against each and every person lawfully claiming the whole or any part thereof, by, through, or under Assignor, but not otherwise, subject, however, to the Permitted Encumbrances (as defined in the PSA) and the limitations set forth in Section 7 of the PSA (including the Survival Period set forth therein). Further, this Assignment is made by Assignor with the right of full substitution and subrogation of Assignee in and to all covenants and warranties heretofore given or made by others with respect to the Conveyed Interests. EXCEPT AS PROVIDED IN THIS PARAGRAPH, ANY COVENANTS



**OR WARRANTIES IMPLIED BY STATUTE OR LAW OR BY THE USE OF THE WORD "GRANT", "SELL," "CONVEY", "ASSIGN," "DELIVER," OR OTHER WORDS OF GRANT ARE HEREBY EXPRESSLY WAIVED AND DISCLAIMED BY THE PARTIES.**

To the extent the Conveyed Interests assigned hereby constitute personal property, **THIS ASSIGNMENT IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND ASSIGNEE ACCEPTS ALL PERSONAL PROPERTY INCLUDED IN THE CONVEYED INTERESTS IN THEIR "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.**

**EXCEPT AS SET FORTH IN AND SUBJECT TO THE PSA, EFFECTIVE AS OF THE EFFECTIVE TIME, ASSIGNEE HEREBY ASSUMES AND AGREES TO BE BOUND BY AND PERFORM ITS PROPORTIONATE SHARE OF THE DUTIES, LIABILITIES AND OBLIGATIONS, EXPRESS OR IMPLIED, IMPOSED UPON ASSIGNOR AND APPLICABLE TO THE CONVEYED INTERESTS UNDER THE PROVISIONS OF THE CONTRACTS.**

The interests covered hereby are assigned by Assignor and accepted by Assignee subject to (i) all terms and provisions of the Leases, including a proportionate part of the royalty interest as provided for in such Leases, (ii) all overriding royalty interests, production payments, and other similar interests that burden the Leases as of the Effective Time, and (iii) all terms and conditions of the Rights-of-Way and Contracts.

Assignor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted including without limitation all such other additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively sell, assign, transfer and convey to Assignee the right, title and interest conveyed hereby or intended to be conveyed.

This Assignment is delivered pursuant to, and hereby made subject to that certain Purchase and Sale Agreement dated December 27, 2018, by and between Assignor and Assignee (the "**PSA**") and the terms and provisions of the PSA shall not be deemed to have merged herein. Provided, however, third parties may conclusively rely on this Assignment as evidence of title in and to the Conveyed Interests vesting in Assignee. Subject to the terms of the PSA, Assignee hereby assumes and agrees to fulfill, perform, pay, and discharge all of the Assumed Obligations (defined therein). In the event that any provision of this Assignment is construed to conflict with any provision of the PSA, the provisions of the PSA shall be deemed controlling to the extent of such conflict. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the PSA.



This Assignment shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors and assigns.

This Assignment is executed by each party on the date of their respective acknowledgment, but is effective for all purposes as of the Effective Time.

*[Signature and acknowledgment pages follow.]*

Witness:

*[Handwritten signature]*

SCL Resources, LLC

Witness:

*[Handwritten signature]*

By:

*[Handwritten signature]*

Name: Soon Kook Chang

Title: Manager

**ACKNOWLEDGMENT** *(see attached)*

STATE OF California §

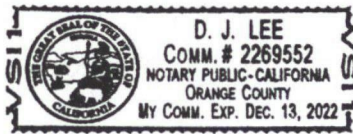
COUNTY OF Orange §

This instrument was acknowledged before me on the 27 day of December, 2018, by Soon Kook Chang as Manager of SCL Resources, LLC, on behalf of such entity.

*[Handwritten signature]*

Notary Public

(Seal)



My Commission Expires: Dec 13, 2022



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On December 23rd, 2018 before me, D. J. Lee, Notary Public,  
(Here insert name and title of the officer)

personally appeared Soon Kook Chang,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
Assignment and Bill of Sale  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 12/23/18

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

R. B. Souders  
Witness: ROGER B. SOULDERS

Sanare Energy Partners, LLC

Marisela Chapa  
Witness: MARISELA CHAPA

By: [Signature]  
Name: Brian H. Macmillan  
Title: Sr. Vice President - Land

**ACKNOWLEDGMENT**

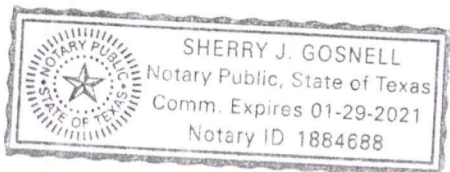
STATE OF Texas §  
  §  
COUNTY OF Harris §

This instrument was acknowledged before me on the 27 day of December, 2018, by Brian H. Macmillan as Sr. Vice President - Land of Sanare Energy Partners, LLC, on behalf of such entity.

[Signature]  
Notary Public

(Seal)

My Commission Expires: 1-29-2021





**EXHIBIT A  
LEASES**

LEASE NO.	AREA	BLOCK	LESSOR	ORIGINAL LESSEE	LEASE/ALIQUOT DESCRIPTION	OWNERSHIP RIGHTS	OWNER	SCLR Wt	NOTES
OCS-G 24883	Eugene Island	38	United States of America	Union Oil Company of California	Operating Rights in the SE/4 of that portion of Block 38, Eugene Island Area, INSO FAR AND ONLY INSO FAR as to the surface to 11 500' TVD	Assignment of Operating Rights	Arena Energy, LP Arena Offshore, LP Entech Enterprises, Inc ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	7 12500%	
OCS-G 2601	Eugene Island	57	United States of America	Marathon Oil Company Amerada Hess Corporation	Record Title in all of Block 57, Eugene Island Area	Record Title	Entech Enterprises, Inc ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	14 62500%	
					Operating Rights in the E/2 NE/4 NW/4 S/2 NW 4, SW 4, E/2 of Block 57, Eugene Island Area, INSO FAR AND ONLY INSO FAR as to those depths from the surface of the earth down to 100' below the stratigraphic equivalent of the base of the "TL 5" sand occurring at 12 100' MD	Operating Rights	Entech Enterprises, Inc ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	14 25000%	
					Operating Rights in the NW/4 NW/4 W/2 NE 4 NW 4 of Block 57, Eugene Island Area, INSO FAR AND ONLY INSO FAR as to those depths from the surface of the earth down to 100' below the stratigraphic equivalent of the base of the "TL 5" sand occurring at a depth of 12 100' MD	Operating Rights	Talos Energy Offshore LLC Fieldwood Energy LLC Entech Enterprises Inc ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	4 75000%	
					Operating Rights in the NW 4 NW 4 W/2 NE 4 NW 4 of Block 57, Eugene Island Area, INSO FAR AND ONLY INSO FAR as to those depths from 100' below the stratigraphic equivalent of the base of the "TL 5" sand occurring at 12 100' MD as seen in the Marathon Oil Company OCS G 2894 Well No. 12 Eugene Island, Block 38 to 100 feet below the stratigraphic equivalent of 12 750 feet TVD as seen in the log of the Bois d'Arc Offshore Ltd	Operating Rights	Fieldwood Energy LLC Talos Energy Offshore LLC Entech Enterprises, Inc ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	9 87500%	
					Contractual Rights in the E/2 SE 4 NE 4 of Block 57, Eugene Island Area, INSO FAR AND ONLY INSO FAR as to those depths from the surface of the earth down to and including the stratigraphic equivalent depth of 13 097 SS TVD, as seen at 13 150 MD in the electric log of the Eugene Island Block 57 OCS-G 2601 Well No. 6 (API 17-709-40246-00) being the stratigraphic equivalent of the total depth drilled in the Eugene Island Block 58 OCS-G 2895 Well No. 8 BP 1 (API 17-709-41452-01) plus one hundred feet	Contractual Rights		7 36618%	
OCS-G 2601	Eugene Island	57			Contractual Rights as to the E 2 SE 4 NE 4 of Block 57, Eugene Island Area, INSO FAR AND ONLY INSO FAR as to those depths from the surface of the earth down to and including the stratigraphic equivalent of 13 480 being 100' below the total depth drilled, as seen in the electric log of the OCS G 2895 Well No. 8 (API 17-709-41452-01)	Contractual Rights		7 36618%	
					Contractual Rights as to the S/2 NW/4 NE 4, SW/4 NE 4, and W/2 SE/4 NE 4 of Block 57, Eugene Island Area, INSO FAR AND ONLY INSO FAR as to those depths from the surface of the earth down to and including the stratigraphic equivalent depth of 12 239 SS TVD, as seen at 12 270 MD in the electric log of the Eugene Island 57 OCS G 2601 Well No. 3 (API 17-709-40224-00) being the stratigraphic equivalent of the total depth drilled in the Eugene Island 57 OCS-G 2601 Well No. 16 (API 17-709-41484-00) plus one hundred feet	Contractual Rights		7 12500%	
					Contractual Rights as to the NE 4 NE 4 N/2 NW 4 NE 4 of Block 57, Eugene Island Area, INSO FAR AND ONLY INSO FAR as to those depths from the surface of the earth down to and including the stratigraphic equivalent depth of 11 453 SS TVD as seen at 11 670 MD in the electric log of the Eugene Island Block 38 OCS-G 2894 Well No. 5 ST-2 (API 17-709-40243-02) being the stratigraphic equivalent of the total depth drilled in the Eugene Island Block 38 OCS-G 24883 Well No. 17 (API 17-709-41485-00) plus one hundred feet	Contractual Rights		7 12500%	
OCS-G 2895	Eugene Island	58	United States of America	Marathon Oil Company Amerada Hess Corporation	Record Title in all of Block 58, Eugene Island Area	Record Title	Entech Enterprises, Inc ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	14 62500%	

					Operating Rights in all of Block 58 Eugene Island Area. INSO FAR AND ONLY INSO FAR as to those depths from the surface of the earth down to 100' below the stratigraphic equivalent of the base of the "TL 5" sand occurring at 12 100' MD as seen in the Marathon Oil Company OCS G-2894 Well No. 12 Eugene Island Block 38 (API No. 17 709 4032500)	Operating Rights	Entech Enterprises Inc. ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	14 25000%	
					Contractual Rights as to the NE 1/4 NW 1/4 and N 1/2 NW 1/4 NW 1/4 of Block 58 Eugene Island Area. INSO FAR AND ONLY INSO FAR as to those depths from the surface down to 100' below the stratigraphic equivalent of the AE 11 Sand occurring at 11 040' TVD (11 655' MD) as seen in the Tana Exploration Company LLC OCS-G 2895 Well No. 7 Eugene Island Block 58 (API No. 17-709-41449-00)	Contractual Rights		3 56250%	
OCS G 2895	Eugene Island	58			Contractual Rights as to the S 1/2 NW 1/4 NW 1/4 SW 1/4 NW 1/4 N 1/2 NW 1/4 SW 1/4 of said Block 58 Eugene Island Area INSO FAR AND ONLY INSO FAR as to those depths from the surface of the earth down to and including the stratigraphic equivalent depths of 13 097' SS TVD as seen at 13 150' MD in the electric log of the Eugene Island Block 57 OCS G 2601 Well No. 6 (API 17 709-40246-00) being the stratigraphic equivalent of the total depth drilled in Eugene Island 58 OCS G 2895 Well No. 8 BP-1 (API 17 709-41452-01) plus one hundred feet	Contractual Rights		7 36618%	
					Contractual Rights as to the S 1/2 NW 1/4 NW 1/4 SW 1/4 NW 1/4 N 1/2 NW 1/4 SW 1/4 of Block 58 Eugene Island Area INSO FAR AND ONLY INSO FAR as to those depths from the surface of the earth down to and including the stratigraphic equivalent of 13 480' being 100' below the total depth drilled, as seen in the electric log of the OCS G 2895 Well No. 8 (API 17-709-41452-01)	Contractual Rights		7 36618%	
OCS-G 26032	Eugene Island (E/2)	208	United States of America	Pioneer Natural Resources USA Inc	Record Title in the E 1/2 of Block 208 Eugene Island Area	Record Title	ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	15 00000%	
OCS 0577	Eugene Island (W/2)	208	United States of America	The Atlantic Refining Co Continental Oil Company Cities Service Production Company Tidewater Associated Oil Co	Record Title in the W 1/2 of Block 208 Eugene Island Area. LESS AND EXCEPT the Operating Rights in the N 1/2 from 11 732' TVD and below  Overriding Royalty Interest reserved as to the W 1/2 of Block 208 Eugene Island area, as shown on official leasing map LA Map No. 4 Outer Continental Shelf insofar and only insofar as the N 1/2 W 1/2 as to those depths below the stratigraphic equivalent of the base of the LN sand, being the sand identified between the measured depth of 12 178 feet (-11 732 feet) and 12 215 feet on the composite induction-electrical survey of CAGC's OCS 0577 Well No. B 6 (operating rights to such area and depth are referred to as the "North Half Deep Horizons")	Record Title  ORRI	ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	15 00000%  1 2499994% ORRI	
OCS 0807	Eugene Island	218	United States of America	Continental Oil Company	Record Title in the SE 1/4 of Block 218 Eugene Island Area, being Aliquot "C"  Overriding Royalty Interest reserved only as to the SE 1/4 of Block 218 Eugene Island Area, from the surface to 4 890' SS TVD  Unit Portion of Eugene Island Block 218	Record Title  ORRI  Unit	Diverse Oil & Gas LP ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC  Northstar Offshore Energy Partners LLC ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	11 25000%  0 56250% ORRI  0 29100%	
OCS-G 19797	Eugene Island	355	United States of America	Enron Oil & Gas Company Chieftain International (U.S.) Inc Kerr McGee Oil & Gas Corporation	Record Title in all of Block 355 Eugene Island Area, South Addition. LESS AND EXCEPT the Operating Rights from the surface to one hundred feet below the stratigraphic equivalent of 11 887' TVD  Overriding Royalty Interest reserved as to those depths from the surface to one hundred feet below the stratigraphic equivalent of 11 887' TVD	Record Title  ORRI	Dynamic Offshore Resources LLC W&T Energy VI LLC ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC  Northstar Offshore Energy Partners LLC ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	4 90950%  0 49995% ORRI	Terminated 2016-07-10
OCS G 5068	Mobile	870	United States of America	Placid Oil Company	Operating Rights in that portion of Block 870 Mobile. INSO FAR AND ONLY INSO FAR as to those depths above the stratigraphic equivalent of 100' below the depths of 2 358 feet subsea as encountered in the Santa Fe International Corporation OCS-G 5068 Well No. 1	Operating Rights	ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	7 50000%	
OCS-G 32197	Ship Shoal	186	United States of America	Newfield Exploration Company	Record Title in all of Block 186, Ship Shoal Area. LESS AND EXCEPT the Operating Rights below 18 000' TVD	Record Title	W&T Offshore, Inc Calypso Exploration, LLC Ridgewood Energy O.T.U.W.Y Fund, LLC Ridgewood Energy Gulf of Mexico Oil and Gas Fund, LP ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	2 50000%	



OCS-G 3587	South Pelto	8	United States of America	Mesa Petroleum Co American Natural Gas Production Company Oil Development Company of Texas Oxy Petroleum Inc Reserve Oil Inc Aminol USA Inc General Crude Oil Company	Record Title in all of Block 8 South Pelto Area	Record Title	EnVen Energy Ventures, LLC Northstar Offshore Group LLC Online Resources LLC Fieldwood Energy LLC ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	3.82695%	Terminated, 2018-06-19
OCS-G 3171	South Pelto	13	United States of America	Mesa Petroleum Co American Natural Gas Production Company Oil Development Company of Texas Oxy Petroleum Inc	Record Title in all of Block 13 South Pelto Area	Record Title	EnVen Energy Ventures, LLC Northstar Offshore Group LLC Online Resources LLC Fieldwood Energy LLC Dynamic Offshore Resources NS, LLC ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	4.76693%	
					Operating Rights in the NW 4 NW 4 and NW 4 NE 4 NW 4 of Block 13 South Pelto Area. INsofar AND ONLY INsofar as to those depths from the surface to a depth of 13 500 TVD as seen in the Phasor Induction/SFL log in the Zilkha Energy Company OCS-G 3171 No. 7 Well.	Operating Rights	EnVen Energy Ventures, LLC% Northstar Offshore Group, LLC Online Resources, LLC ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	3.83243%	
					Operating Rights in the NW 4 NW 4 NW 4 NE 4 NW 4 of Block 13 South Pelto Area from 13 500 feet (TVD/subsea) down to but not below the stratigraphic equivalent of 14 605 feet (TVD/subsea) as seen in the Phasor Induction/SFL log run in the Zilkha Energy Company OCS G 3171 No. 7 Well.	Operating Rights	EnVen Energy Ventures, LLC% Northstar Offshore Group, LLC Online Resources, LLC Fieldwood Energy LLC Dynamic Offshore Resources NS, LLC ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	4.76693%	
					Operating Rights in the NE 4 SE 4 S 2 SW 4 S 2 NW 4 SW 4 S 2 NE 4 SW 4 NE 4 NE 4 SW 4 E 2 SE 4 NW 4 E 2 NE 4 NW 4 SW 4 NE 4 NW 4 of Block 13 South Pelto Area from the surface of the earth down to but not below the stratigraphic equivalent of 14 605 feet (TVD/subsea) as seen in the Phasor Induction/SFL log run in the Zilkha Energy Company OCS G 3171 No. 7 Well.	Operating Rights	EnVen Energy Ventures, LLC% Northstar Offshore Group, LLC Online Resources, LLC Fieldwood Energy LLC Dynamic Offshore Resources NS, LLC ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	4.76693%	
					Operating Rights in the SW 4 NW 4 W 2 SE 4 NW 4 N 2 NW 4 SW 4 NW 4 NE 4 SW 4 of Block 13 South Pelto Area from the surface of the earth down to but not below the stratigraphic equivalent of 14 605 feet (TVD/subsea) as seen in the Phasor Induction/SFL log run in the Zilkha Energy Company OCS G 3171 No. 7 Well.	Operating Rights	EnVen Energy Ventures, LLC% Northstar Offshore Group, LLC Online Resources, LLC Fieldwood Energy LLC Dynamic Offshore Resources NS, LLC ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	1.66843%	
OCS 00605	South Timbalier	86	United States of America	Sinclair Oil & Gas Co	Overriding Royalty Interest of reserved in the N/2 of Block 86 South Timbalier Area as to all depths	ORRI	Northstar Offshore Energy Partners LLC ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	0.00207% ORRI	Terminated 2018-06-02
OCS-G 18043	South Timbalier	156	United States of America	Samedan Oil Corporation Pogo Producing Company	Record Title in all of Block 156 South Timbalier Area. LESS AND EXCEPT Operating Rights in the 1) NW 4 below 17 690' TVD 2) W 2 NE 4 & S 2 below 16 790' TVD and 3) E 2 NE 4 below 23 000' TVD	Record Title	McMoran Oil & Gas LLC CL&F Resources LP ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	5.00000%	Relinq. 2018-05-08
OCS-G 13606	Vermilion	379	United States of America	Sun Operating Limited Partnership Petrobras America Inc	Record Title in all of Block 379 Vermilion Area South Addition	Record Title	ANKOR E&P Holdings Corporation GS E&R America Offshore LLC SCL Resources LLC	15.00000%	

**Exhibit B  
Wells**

**[See attached]**



**EXHIBIT B  
WELLS**

FIELD	OPERATOR	WELL NAME	LEASE	RESERVOIR	API #	SCLR WI %	SCL NRI %	STATUS	NOTES
EI 208	ANKOR Energy LLC	E006	OCS-00577	JB C 4	17-709-00778-00	15.00000	12.50000	COM	
EI 208	ANKOR Energy LLC	E007	OCS-00577	JM E7	17-709-00780-00	15.00000	12.50000	TA	
EI 208	ANKOR Energy LLC	E011	OCS-00577	FS(M)	17-709-00801-00	15.00000	12.50000	TA	
EI 208	ANKOR Energy LLC	E012	OCS-00577	FM E12	17-709-00802-00	15.00000	12.50000	COM	
EI 208	ANKOR Energy LLC	J001 ST1	OCS-00577	FSL C-6	17-709-40776-01	15.00000	12.50000	COM	
EI 208	ANKOR Energy LLC	J002A ST1	OCS-00577	FM J2ST	17-709-40801-01	15.00000	12.50000	COM	
EI 208	ANKOR Energy LLC	J003A	OCS-00577	GQ SAND	17-709-40807-00	15.00000	12.50000	COM	
EI 208	ANKOR Energy LLC	J004 ST1	OCS-00577		17-709-40813-01	15.00000	12.50000	PA	
EI 208	ANKOR Energy LLC	J005A ST1	OCS-00577	JB SAND	17-709-40875-01	15.00000	12.50000	COM	
EI 208	ANKOR Energy LLC	J006	OCS-00577	GS SAND	17-709-41063-00	15.00000	12.50000	TA	
EI 208	ANKOR Energy LLC	J007 ST1	OCS-00577	KR FBC	17-709-41080-01	15.00000	12.50000	COM	
EI 208	ANKOR Energy LLC	J008 ST1	OCS-00577	IF Sand	17-709-41205-01	15.00000	12.50000	COM	
EI 208	ANKOR Energy LLC	J009 ST1	OCS-00577	HR SAND	17-709-41200-01	15.00000	12.50000	COM	
EI 208	ANKOR Energy LLC	J010 ST2	OCS-00577	JM FB RC1	17-709-41431-02	15.00000	12.50000	COM	
EI 208	ANKOR Energy LLC	J011	OCS-00577	HN FB RC1	17-709-41439-00	15.00000	12.50000	COM	
EI 208	ANKOR Energy LLC	J012	OCS-00577	KR	17-709-41515-00	15.00000	12.50000	COM	
EI 208	ANKOR Energy LLC	K001A	OCS-00577	GI SAND FBB	17-709-41079-00	15.00000	12.50000	COM	
EI 208	ANKOR Energy LLC	K002	OCS-00577	GI SAND FBB	17-709-41084-00	15.00000	12.50000	COM	
EI 208	ANKOR Energy LLC	K003 ST1	OCS-00577	FK SAND	17-709-41091-01	15.00000	12.50000	TA	
EI 208	ANKOR Energy LLC	K004	OCS-00577	FK SAND	17-709-41179-00	15.00000	12.50000	COM	
EI 208	ANKOR Energy LLC	K005	OCS-00577		17-709-41173-00	15.00000	12.50000	TA	
EI 208	ANKOR Energy LLC	K007	OCS-G 26032	HN SAND	17-709-41446-00	15.00000	12.50000	COM	
EI 218	Arena Offshore, LP	B003	OCS-00807	Lentic Sand	17-709-41426-00	0.00000	0.56250	ST	
EI 355	Dynamic Offshore Resources,LLC	A001	OCS-G 19797	Lower Lentic	17-710-41544-00	0.00000	0.49995	TA	Terminated Lease
EI 355	Dynamic Offshore Resources,LLC	A002	OCS-G 19797	LL1, RB Sand	17-710-41548-00	0.00000	0.49995	TA	Terminated Lease
MO 870	ANKOR Energy LLC	A001	OCS-G 05068	DISCORBIS 12	60-815-40035-00	7.50000	5.62500	COM	shut-in, 11/09/18
MO 870	ANKOR Energy LLC	A002	OCS-G 05068	DISCORBIS 12	60-815-40043-00	7.50000	5.62500	COM	shut-in, 11/09/18
VR 379	ANKOR Energy LLC	A001	OCS-G 13606	EF SEG 800	17-706-40798-00	15.00000	12.42055	COM	
VR 379	ANKOR Energy LLC	A002 ST1	OCS-G 13606	TRIM AE SEG 4	17-706-40828-01	15.00000	12.42055	COM	
VR 379	ANKOR Energy LLC	A003 ST1	OCS-G 13606	EF SEG 700	17-706-40832-01	15.00000	12.42055	TA	
VR 379	ANKOR Energy LLC	A004 ST2	OCS-G 13606	EF SEG 700	17-706-40829-02	15.00000	12.42055	COM	
VR 379	ANKOR Energy LLC	A005 ST1	OCS-G 13606	EF SEG 800	17-706-40833-01	15.00000	12.42055	COM	
VR 379	ANKOR Energy LLC	A006 ST1	OCS-G 13606	BD UPPER	17-706-40830-01	15.00000	12.42055	TA	
VR 379	ANKOR Energy LLC	A007 ST2	OCS-G 13606	EF SEG 300	17-706-40837-02	15.00000	12.42055	COM	
VR 379	ANKOR Energy LLC	A008	OCS-G 13606	none	17-706-40982-00	15.00000	12.42055	TA	
EI 38	Arena Offshore, LP	017	OCS-G 24883	AE15 FB2	17-709-41485-00	7.12500	5.78759	COM	
EI 57	Arena Offshore, LP	001	OCS-G 02601	none	17-709-40209-00	14.25000	0.00000	TA	
EI 57	Arena Offshore, LP	016	OCS-G 02601	AE9	17-709-41484-00	7.12500	5.78759	COM	
EI 58	Arena Offshore, LP	008 ST1	OCS-G 02895	AE8 Upr.	17-709-41452-01	7.36618	5.93431	COM	
PL 8	ANKOR Energy LLC	A005E	OCS-G 03587	CP 8 Sand	17-713-40024-00	3.82695	3.18912	TA	Terminated Lease
PL 8	ANKOR Energy LLC	A007	OCS-G 03587	CP 10 Sand	17-713-40035-00	3.82695	3.18912	TA	Terminated Lease
PL 8	ANKOR Energy LLC	B001	OCS-G 03587	CP 10 Sand FBA	17-713-40041-00	3.82695	3.19452	TA	Terminated Lease
PL 8	ANKOR Energy LLC	B003	OCS-G 03587	CP 10 Sand FBA	17-713-40056-00	3.82695	3.18913	COM	Terminated Lease
PL 8	ANKOR Energy LLC	B005	OCS-G 03587	I Sand	17-713-40082-00	3.82695	3.18913	COM	Terminated Lease
PL 13	ANKOR Energy LLC	A001	OCS-G 03171	CP 10 Sand FBA	17-713-40012-00	3.83343	3.19000	TA	Terminated Lease
PL 13	EnVen Energy Ventures, LLC	A002A ST1	OCS-G 03171	CP 10 Sand FBA	17-713-40015-01	3.83343	3.19000	COM	Terminated Lease
PL 13	ANKOR Energy LLC	A003	OCS-G 03171	CRIS K Sand	17-713-40019-00	3.83343	3.19000	TA	Terminated Lease
PL 13	ANKOR Energy LLC	A006 ST1	OCS-G 03171	CRIS K Sand	17-713-40026-01	3.83343	3.19000	COM	Terminated Lease
PL 13	EnVen Energy Ventures, LLC	007 ST3	OCS-G 03171	None	17-713-40185-03	1.66843	1.38000	TA	Terminated Lease
PL 13	EnVen Energy Ventures, LLC	009 ST1	OCS-G 03171	CP 12B Sand	17-713-40197-01	1.66843	1.38000	COM	Terminated Lease
PL 13	EnVen Energy Ventures, LLC	B002	OCS-G 03171	CP 10 Sand FBA	17-713-40049-00	3.83343	3.19452	COM	Terminated Lease
PL 13	EnVen Energy Ventures, LLC	B004	OCS-G 03171	J Sand	17-713-40059-00	3.83343	3.19452	COM	Terminated Lease
ST 156	ANKOR Energy LLC	B001 ST2	OCS-G 18043	ROB E	17-715-41112-02	5.00000	3.66667	COM	Relinquished Lease
SS 186	W&T Offshore, Inc	C0001	OCS-G 32197	TX X-13	17-711-41535-01	2.50000	1.98120	COM	

**Exhibit C  
Rights-of-Way**

**[See attached]**



**EXHIBIT C  
RIGHT OF WAY**

RIGHTS OF WAY					
RIGHT-OF-WAY	SEGMENT#	ROW - LEGAL DESCRIPTION	LESSOR	CURRENT LESSEE	NOTES
ROW OCS G-19695	11788	OCS-G 19695, Segment #11788. A 200-foot in width and 1.82 miles in length right-of-way for the installation, operation, and maintenance of a 6-5/8 inch pipeline to transport oil from Platform "A" in Vermilion Block 379, Lease OCS-G 13606, to an existing 16-inch subsea tie-in in Block 398, Lease OCS-G 9529, all in the Vermilion Area.	United States of America	ANKOR E&P Holdings Corporation	SCL has contractual rights to pay it's pro-rata share of expenses to the this R-O-W)

**Exhibit D  
Contracts**

**[See attached]**

**EXHIBIT D  
CONTRACTS**

**EUGENE ISLAND 38, OCS-G 2488**

1. Farmout Agreement between Energy Development Corporation (Farmor) and Juniper Energy L.P., dated effective July 1, 1998, and covering portions of EI 38, 56 & 57 (Farmout Area).
2. Production Handling Agreement (EI 38/57 Complex), dated June 28, 2000, by and between Energy Development Corporation and Entech Enterprises Inc. (EDC, et al), owners of EI 38 "E" Platform, EI 57 "A", "B", "D", and "F" Platforms, and associated pipelines, facilities and equipment and Bois d'Arc Offshore Ltd., Juniper Energy L.P., Energy Development Corporation, Entech Enterprises, Inc. ("BDO, et al"), as present owners of the OCS-G 2601 #14 and #15 wells located on EI 57. (Termination notice dated April 27, 2011. This PHA has been terminated effective May 1, 2011).
3. Acquisition Agreement dated January 16, 2004, between Arena Energy, LLC and Northstar Interests, L.C.
4. Participation Option Agreement dated October 18, 2004, between Arena Energy, LLC and Northstar Interests, L.C.
5. Technical Evaluation Agreement, effective October 18, 2004, between Arena Energy, Arena Offshore and Northstar Gulfsands, LLC.
6. Prospect Area Offshore Operating Agreement dated October 18, 2004, between Arena Offshore, LLC (Operator) and Northstar Gulfsands, LLC, Arena Energy, LLC (Non-Operators).
7. Offshore Operating Agreement, as amended, dated July 1, 1977, between Marathon Oil Company and Amerada Hess Corporation.
8. Gas Balancing Agreement dated October 1, 1978, between Marathon Oil Company and Amerada Hess Corporation.
9. Switching Agreement dated February 15, 2001, between Bois d'Arc Offshore Ltd. et al, and Energy Development Corporation.
10. Participation Agreement dated September 1, 2005, between Tana Exploration Company LLC, Northstar Gulfsands, LLC, and Arena Offshore, LLC
11. Offshore Operating Agreement dated September 1, 2005, between Tana Exploration Company LLC, (Operator) and Northstar Gulfsands, LLC, Arena Energy, LLC, and Entech Enterprises, Inc. (Non-Operators).



12. Production Handling Agreement, as amended, dated April 28, 2006, between Northstar GOM, LLC et al, and Tana Exploration Company et al. (Termination notice dated April 27, 2011, and this PHA has been terminated effective May 1, 2011).
13. Join or Farmin Election Letter Agreement dated August 12, 2005, between Arena Energy, LLC and Northstar Gulfsands, LLC.
14. Letter Agreement dated May 8, 2008, between Arena Energy LLC and Gulfsands Petroleum USA, Inc.
15. Partition Agreement dated November 1, 2005, between Northstar Gulfsands, LLC and Gulfsands Petroleum USA, Inc.
16. Production Handling, Facilities Operation and Pumper Agreement, dated May 1, 2011, between Arena Energy, LP, Arena Offshore, LP, Northstar Offshore Energy Partners, LLC, Stone Energy Offshore, L.L.C., Tana Exploration Company LLC, Entech Enterprises, Inc., and Apache Shelf Inc. (This PHA supersedes and replaces the PHAs dated April 28, 2006 and June 28, 2000, listed above).
17. Attachment II to Participation Agreement between Juniper Energy L.P. and Bois d'Arc Offshore Ltd.
18. Attachment III to Participation Agreement, dated September 10, 1999, between Juniper Energy L.P. and Bois d'Arc Offshore Ltd..
19. Participation Agreement, dated September 10, 1999, between Juniper Energy L.P. and Bois d'Arc Offshore Ltd..
20. Letter Agreement, dated May 8, 2008, by and among Northstar GOM, LLC, Gulfsands Petroleum Company U.S.A., Inc., Entech Enterprises, Inc. and Arena Energy, LLC

#### **EUGENE ISLAND 57, OCS-G 2601**

1. Production Handling Agreement (EI 38/57 Complex), dated June 28, 2000, by and between Energy Development Corporation and Entech Enterprises Inc. (EDC, et al), owners of EI 38 "E" Platform, EI 57 "A", "B", "D", and "F" Platforms, and associated pipelines, facilities and equipment and Bois d'Arc Offshore Ltd., Juniper Energy L.P., Energy Development Corporation, Entech Enterprises, Inc. ("BDO, et al"), as present owners of the OCS-G 2601 #14 and #15 wells located on EI 57. (Termination notice dated April 27, 2011. This PHA has been terminated effective May 1, 2011).
2. Acquisition Agreement dated January 16, 2004, between Arena Energy, LLC and Northstar Interests, L.C.

3. Participation Option Agreement dated October 18, 2004, between Arena Energy, LLC and Northstar Interests, L.C.
4. Technical Evaluation Agreement, effective October 18, 2004, between Arena Energy, Arena Offshore and Northstar Gulfsands, LLC.
5. Prospect Area Offshore Operating Agreement dated October 18, 2004, between Arena Offshore, LLC (Operator) and Northstar Gulfsands, LLC, Arena Energy, LLC (Non-Operators).
6. Offshore Operating Agreement dated July 1, 1977, between Marathon Oil Company and Amerada Hess Corporation, as amended by Amendments dated June 1, 1978 and November 1, 1980.
7. Gas Balancing Agreement dated October 1, 1978, between Marathon Oil Company and Amerada Hess Corporation.
8. Switching Agreement dated February 15, 2001, between Bois d'Arc Offshore Ltd. et al, and Energy Development Corporation.
9. Participation Agreement dated September 1, 2005, between Tana Exploration Company LLC, Northstar Gulfsands, LLC, Arena Offshore, LLC, and Entech Enterprises, Inc.
10. Offshore Operating Agreement dated September 1, 2005, between Tana Exploration Company LLC, (Operator) and Northstar Gulfsands, LLC, Arena Energy, LLC, and Entech Enterprises, Inc. (Non-Operators).
11. Production Handling Agreement, as amended, dated April 28, 2006, between Northstar GOM, LLC, et al, and Tana Exploration Company, et al. (Termination notice dated April 26, 2011. This PHA has been terminated effective May 1, 2011).
12. Join or Farmout Election Letter Agreement dated August 12, 2005, between Arena Energy, LLC and Northstar Gulfsands, LLC.
13. Letter Agreement dated May 8, 2008, between Arena Energy LLC and Gulfsands Petroleum USA, Inc.
14. Partition Agreement dated November 1, 2005, between Northstar Gulfsands, LLC and Gulfsands Petroleum USA, Inc.
15. Attachment III (Farmout Agreement) to Participation Agreement dated September 10, 1999, between Juniper Energy LP and Bois d' Arc Offshore, Ltd.
16. Attachment II (Farmout Agreement) to Participation Agreement dated September 10, 1999, between Juniper Energy LP and Bois d' Arc Offshore, Ltd. 3

17. Farmout Agreement dated June 12, 2006, between Arena Energy, LLC and Entech Enterprises, Inc.
18. Offer to Participate in Farmin from Entech Enterprises, Inc. dated August 25, 2006, between Arena Energy, LLC and Northstar Gulfsands, LLC.
19. Facility Operating Agreement dated August 1, 1990, between Marathon Oil Company and Amerada Hess Corp.
20. Participation Agreement dated September 10, 1999, between Juniper Energy L.P. and Bois d' Arc Offshore Ltd.
21. Production Handling, Facilities Operation and Pumper Agreement, dated May 1, 2011, between Arena Energy, LP, Arena Offshore, LP, Northstar Offshore Energy Partners, LLC, Stone Energy Offshore, L.L.C., Tana Exploration Company LLC, Entech Enterprises, Inc., and Apache Shelf Inc. (This PHA supersedes and replaces the PHAs dated June 28, 2000 and April 28, 2006, listed above).
22. Termination Notice Letter dated April 26, 2011 (terminating PHA 2000).
23. First Amendment to Gulf of Mexico Offshore Operating Agreement dated June 1, 1978, by and between Marathon Oil Company and Amerada Hess Corporation.
24. Second Amendment to Gulf of Mexico Offshore Operating Agreement dated November 1, 1980, by and between Marathon Oil Company and Amerada Hess Corporation
25. Facility Operating Agreement Letter dated February 24, 1994 between Amerada Hess Corporation and Marathon Oil Company.
26. Lease of Platform Space for Communications Equipment effective December 31, 1980 between Marathon Oil Company and Superior Oil Company.
27. Water Disposal Agreement, effective September 25, 1978 between Marathon Oil Company, Pennzoil Producing Company, Texaco Inc., Chevron U.S.A Inc. and Marathon Pipe Line Company.
28. First Amendment to and Ratification of Prospect Area Offshore Operating Agreement dated September 30, 2004 between Arena Energy, LLC and its operating affiliate, Arena Offshore, LLC, Northstar Gulfsands, LLC and Entech Enterprises, Inc.
29. Termination Notice Letter dated April 27, 2011 (terminating PHA 2006)

**EUGENE ISLAND 58, OCS-G 2859**



1. Production Handling Agreement (EI 38/57 Complex), dated June 28, 2000, by and between Energy Development Corporation and Entech Enterprises Inc. (EDC, et al), owners of EI 38 "E" Platform, EI 57 "A", "B", "D", and "F" Platforms, and associated pipelines, facilities and equipment and Bois d'Arc Offshore Ltd., Juniper Energy L.P., Energy Development Corporation, Entech Enterprises, Inc. ("BDO, et al"), as present owners of the OCS-G 2601 #14 and #15 wells located on EI 57. (Termination notice dated April 27, 2011. This PHA has been terminated effective May 1, 2011).
2. Acquisition Agreement dated January 16, 2004, between Arena Energy, LLC and Northstar Interests, L.C.
3. Participation Option Agreement dated October 18, 2004, between Arena Energy, LLC and Northstar Interests, L.C.
4. Technical Evaluation Agreement, effective October 18, 2004, between Arena Energy, LLC, Arena Offshore, LLC and Northstar Gulfsands, LLC.
5. Prospect Area Offshore Operating Agreement dated October 18, 2004, between Arena Offshore, LLC (Operator) and Northstar Gulfsands, LLC, Arena Energy, LLC (Non-Operators).
6. Offshore Operating Agreement dated July 1, 1977, between Marathon Oil Company and Amerada Hess Corporation, as amended by Amendments dated June 1, 1978 and November 1, 1980.
7. Gas Balancing Agreement dated October 1, 1978, between Marathon Oil Company and Amerada Hess Corporation.
8. Switching Agreement dated February 15, 2001, between Bois d'Arc Offshore Ltd. et al, and Energy Development Corporation.
9. Participation Agreement dated September 1, 2005, between Tana Exploration Company LLC, Northstar Gulfsands, LLC, Arena Offshore, LLC, and Entech Enterprises, Inc.
10. Offshore Operating Agreement dated September 1, 2005, between Tana Exploration Company LLC, (Operator) and Northstar Gulfsands, LLC, Arena Energy, LLC, and Entech Enterprises, Inc. (Non-Operators).
11. Production Handling Agreement, as amended, dated April 28, 2006, between Northstar GOM, LLC, et al, and Tana Exploration Company et al. (Termination notice dated April 27, 2011. This PHA has been terminated effective May 1, 2011).
12. Join or Farmout Election Letter Agreement dated August 12, 2005, between Arena Energy, LLC and Northstar Gulfsands, LLC.

13. Letter Agreement dated May 8, 2008, between Arena Energy, LLC and Gulfsands Petroleum USA, Inc.
14. Partition Agreement dated November 1, 2005, between Northstar Gulfsands, LLC and Gulfsands Petroleum USA, Inc.
15. Production Handling, Facilities Operation and Pumper Agreement, dated May 1, 2011, between Arena Energy, LP, Arena Offshore, LP, Northstar Offshore Energy Partners, LLC, Stone Energy Offshore, L.L.C., Tana Exploration Company LLC, Entech Enterprises, Inc., and Apache Shelf Inc. (This PHA supersedes and replaces the PHAs dated April 28, 2006 and June 28, 2000, listed above).
16. (Participation in) Farmout Agreement dated June 12, 2006 between Energy Development Corporation (Farmor) and Juniper Energy L.P. (referred to in the document as Offer Letter dated August 3, 2006 by Arena Energy, LLC to Northstar Gulfsands, LLC regarding Participation in Entech Enterprises, Inc. Farmout Agreement ("the Offer Letter"))

**EUGENE ISLAND 208 (E/2), OCS-G 26032**

1. Letter Agreement dated May 23, 1996, by and between Greenhill Petroleum Corporation, Texaco Exploration and Production Inc., Samedan Oil Corporation, and Amoco Production Company.
2. CATCO Operating Agreement dated January 1, 1989, as amended, by and between Conoco Inc., Atlantic Richfield Company, Texaco Producing Inc., Canadian Offshore Production Company, and Oxy USA Inc.
3. Operating Agreement dated effective November 1, 1973, by and between Continental Oil Company, Atlantic Richfield Company, Getty Oil Company, and Cities Service Oil Company.
4. Ratification and Amendment to CATCO Operating Agreement dated April 20, 2005, between Pioneer Natural Resources USA, Inc. and Chevron USA Inc.
5. Offshore Operating Agreement dated effective as of December 23, 2011, by and among ANKOR Energy LLC, ANKOR E&P Holdings Corporation, STX Energy E&P Offshore Management, LLC and SCL Resources, LLC.

**EUGENE ISLAND 208 (W/2), OCS-G 0577**

1. CATCO Operating Agreement dated January 1, 1989, as amended, by and between Conoco Inc., Atlantic Richfield Company, Texaco Producing Inc., Canadian Offshore Production Company, and Oxy USA Inc.
2. Amendment to Operating Agreement dated May 1, 2012, by and among ANKOR Energy LLC, Chevron U.S.A. Inc. and ANKOR E&P Holdings Corporation.

3. Offshore Operating Agreement dated effective as of December 23, 2011, by and among ANKOR Energy LLC, ANKOR E&P Holdings Corporation, STX Energy E&P Offshore Management, LLC and SCL Resources, LLC.

**EUGENE ISLAND 218, OCS- 0807**

1. Farmout Agreement dated September 1, 2004, between Pioneer Natural Resources USA, Inc. and Newfield Exploration Company.
2. Eugene Island Block 205 Unit Agreement dated October 16, 1964, by and between Texaco Inc., Pan American Petroleum Corporation, Continental Oil Company, The Atlantic Refining Company, Tidewater Oil Company, and Cities Service Oil Company.
3. Operating Agreement dated effective March 10, 1964, by and between Continental Oil Company, The Atlantic Refining Company, Tidewater Oil Company, Cities Service Oil Company, Pan American Petroleum Corporation, and Texaco Inc. (Effective Date of OA amended to 10-16-64), and as amended by Amendment dated December 2, 1964, and further by Amendatory Letters dated December 7, 1964 and May 10, 2004.
4. Ratification and Joinder, effective December 13, 1984, between Texaco, et al, and Pioneer Production Corp.

**EUGENE ISLAND 355, OCS-G 19797**

1. Operating Agreement dated February 11, 2002, by and between Magnum Hunter Production Inc. and Hunt Oil Company.

**MOBILE 870, OCS-G 5068**

1. Farmout Agreement dated November 11, 1986, by and between Placid Oil Company, Hunt Petroleum Corporation, Penrod Drilling Company d/b/a Penrod Energy Company, Petro-Hunt Corporation and Prosper Energy Corporation ("Placid et al") and Santa Fe International Corporation.
2. Offshore Operating Agreement (OOA) dated effective January 1, 1995, by and between Enron Oil & Gas Company (Operator) and Chieftain International (U.S.) Inc.
3. Offshore Operating Agreement dated effective as of December 23, 2011, by and among ANKOR Energy LLC, ANKOR E&P Holdings Corporation, STX Energy E&P Offshore Management, LLC and SCL Resources, LLC.

**SHIP SHOAL 186, OCS-G 32197**

1. Offshore Operating Agreement dated, August 1, 2008, between Newfield Exploration Company and Ridgewood Energy Corporation, as amended by Amendment dated December 18, 2008.



2. Participation Agreement dated November 1, 2008, between Newfield Exploration Company and Northstar Offshore Energy Partners, LLC.
3. Production Handling Agreement dated May 5, 2009, between Apache Corporation and Newfield Exploration Company, Ridgewood Energy Corporation, Northstar Offshore Energy Partners, LLC and Stephens Production Company.
4. Letter Agreement dated February 9, 2011, between Northstar Offshore Energy Partners, LLC and McMoRan Oil and Gas LLC.

#### **SOUTH PELTO 8, OCS-G 3587**

1. Offshore Operating Agreement dated August 1, 1977, between Mesa Petroleum, American Natural Gas Production Co., Oil Development Company of Texas, Oxy Petroleum, Reserve Oil Inc., Aminoil USA and General Crude Oil Co.

#### **SOUTH PELTO 13, OCS-G 3171**

1. Operating Agreement dated July 1, 1975, by and between Mesa Petroleum Co., as Operator, and American Natural Gas Production Company, et al. as Non-Operators, as amended.
2. Production Handling Agreement dated effective December 1, 1998, by and between Hall-Houston Oil Company and Pioneer Natural Resources USA, Inc., et al.
3. Letter of Agreement dated December 1, 1998, Pioneer Natural Resources USA, Inc. and Hall-Houston Oil Company.
4. Offshore Operating Agreement dated effective May 1, 1996, between Zilkha Energy Company, as Operator, and Santa Fe Energy Resources, Inc., et al. as Non-Operators.
5. Production Handling Agreement dated effective March 8, 1994, by and between Zilkha Energy Company and Mesa Operating Co., et al. as amended by Amendment dated July 26, 1995.
6. Letter Agreement dated December 1, 1993, by and between Zilkha Energy Corporation and Mesa Operating Limited Partnership.
7. Farmout Agreement dated August 18, 1993, by and between Mesa Operating Limited Partnership, et al. as Farmors, and Zilkha Energy Company, as Farmee.
8. Letter Agreement dated August 31, 1987, by and between Mobil Exploration & Producing U.S. Inc. and Mesa Operating Limited Partnership.

9. Letter Agreement dated October 20, 1995, between Zilkha Energy Company and Mesa Operating Co.
10. Letter of Agreement dated September 19, 1995, between Zilkha Energy Company and Mesa Operating Co., covering the No. 9 well pipeline, South Pelto Block 13, OCS-G 3171.
11. Letter Agreement dated December 17, 1993, between Zilkha Energy Company and Mesa Operating Limited Partnership regarding no objection to pipeline crossing block and boarding MESA platform in Lease OCS-G 31711 South Pelto 13.

#### **SOUTH TIMBALIER 156, OCS-G 18043**

1. Offshore Operating Agreement dated March 10, 1998, between Samedan Oil Corporation and Pogo Producing Company. *[Note: an unexecuted Gas Balancing Agreement is attached to the Operating Agreement]*
2. Participation/Farmout Option Agreement dated April 15, 2002, between EOG Resources, Samedan Oil Corporation and Pogo Producing Company.
3. Letter dated July 14, 2003, from EOG Resources to Samedan Oil Corporation and Pogo Producing Company.
4. Farmout Agreement dated May 8, 2002, by and between Samedan Oil Corporation, Pogo Producing Company (Farmors) and EOG, Newfield, CL&F (Farmees).
5. Letter Agreement dated February 9, 2011, between Northstar Offshore Energy Partners, LLC and McMoRan Oil and Gas LLC.
6. Assignment of Farmout Agreement and Amendment of Offshore Exploration Agreement (5/22/2002)

#### **VERMILION 379, OCS-G 9514**

1. Lease dated effective September 1, 1992 between United States of America (Lessor) and Sun Operating Limited Partnership; Petrobras America Inc. (Lessees)
2. Offshore Operating Agreement dated effective May 1, 1993 between Sun Operating Limited Partnership and Petrobras America Inc
3. Ratification and Amendment dated October 10, 2008 between Sun Operating Limited Partnership and Petrobras America Inc
4. Ratification and Amendment dated May 27, 1997 between Sun Operating Limited Partnership and Petrobras America Inc.

5. Unit Agreement for Outer Continental Shelf Exploration, Development and Production Operations dated effective July 22, 1997 among Texaco Exploration and Production Inc. (Operator) Samedan Oil Corporation and Petrobras America Inc (Non-Operators)
6. Unit Operating Agreement dated effective July 22, 1997 among Texaco Exploration and Production Inc. (Operator) Samedan Oil Corporation and Petrobras America Inc (Non-Operators)
7. Flash Gas Recovery and Liquid Stabilization Agreement dated effective May 1, 2002 between Chevron USA Inc. (Producer) and El Paso Energy Partners, L.P. (Operator)
8. Offshore Operating Agreement dated effective as of December 23, 2011, by and among ANKOR Energy LLC, ANKOR E&P Holdings Corporation, STX Energy E&P Offshore Management, LLC and SCL Resources, LLC.



## FINANCE CONTRACTS

1. Credit Agreement dated August 6, 2009, by and between Northstar Offshore Energy Partners, LLC, as Borrower, and BNP Paribas, as Administrative Agent, as amended by Amendments dated November 12, 2010 and August 24, 2011.
2. Guarantee and Collateral Agreement dated August 6, 2009, between Northstar Offshore Energy Partners, LLC and BNP Paribas.
3. Mortgage, Line of Credit Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement, and Fixture Filing and Financing Statement dated August 6, 2009, from Northstar Interests, L.C. to BNP Paribas, as Administrative Agent.
4. Revolver Notes dated November 12, 2012, between Northstar Offshore Energy Partners, LLC (as Maker), to BNP Paribas, Capital One, N.A., and Comerica Bank, each as Payee.

## PURCHASE AND SALE CONTRACTS

1. Purchase and Sale Agreement dated March 18, 2004, between Noble Energy Inc. and Northstar Gulfsands, LLC.
2. Purchase and Sale Agreement dated June 25, 2009, by and between Pioneer Shelf Properties Incorporated, as "Seller" and Northstar Offshore Energy Partners, LLC, as "Purchaser".
3. Purchase and Sale Agreement dated January 7, 2011, by and between EOG Resources, Inc., as "Seller" and Northstar Offshore Energy Partners, LLC, as "Buyer".
4. Purchase and Sale Agreement dated November 30, 2011, by and among Northstar Offshore Energy Partners, LLC, ANKOR E&P Holdings Corporation, STX Energy E&P Offshore Management, LLC and SCL Resources, LLC.

## OPERATIONS CONTRACTS

1. Master Compression Services Agreement dated April 8, 2010, between Exterran Energy Solutions, L.P. and Northstar Offshore Energy Partners, LLC.
2. Satellite Services Agreement dated August 23, 2008, between Petrocom LLC d/b/a Broadpoint and Northstar Interests, L.C. (VR 379) as amended by Amendment No. 1 to Satellite Services Agreement between Petrocom LLC d/b/a Broadpoint and Northstar Interests, L.C. (PL13, EI 208, EI 57).
3. Master Service Agreement dated February 23, 2011, between CapRock Communications, Inc. and Northstar Offshore Energy Partners, LLC; Schedule 001 effective February 23, 2011 (South Tim 1); Schedule 002 effective February 23, 2011 (Mobile 1).
4. Master Service Agreement dated March 10, 2011, between Construction Solutions International, Inc. and Northstar Offshore Energy Partners, LLC (Mobile 870).
5. Commercial Lease dated January 27, 2010, between Tigress Environmental and Dockside Services, LLC and Northstar Offshore Energy Partners, LLC.
6. Master Service Agreement dated August 1, 2009, between Northstar Offshore Energy Partners, LLC and Offshore Contract Services, LLC.
7. Master Service Agreement dated March 10, 2011, between Northstar Offshore Energy Partners, LLC and Construction Solutions International, Inc.
8. Master Time Charter dated effective October 27, 2009, between B&J Martin, Inc. and Northstar Offshore Energy Partners, LLC.
9. Master Flight Services Agreement dated August 31, 2009, between Rotorcraft Leasing Co., LLC and Northstar Offshore Energy Partners, LLC.



## MARKETING CONTRACTS

### Marketing – EL 57

1. Limited Agency Appointment dated August 31, 2011, among Transcontinental Gas Pipe Line Corporation (Transporter), Northstar Offshore Energy Partners, LLC (Customer) and Williams Field Services Company (Limited Agent)
2. Base Contract for Sale and Purchase of Natural Gas dated June 1, 2009, between Northstar Offshore Energy Partners, LLC and Southwest Energy, L.P.
3. Purchase Amendment dated effective August 1, 2010, between Northstar Offshore Energy Partners, LLC (Seller) and Texon L.P. (Buyer) [Note: This document amends Texon Contract No. CPE7389, which was not included in the Marketing Agreements folder. The General provisions were not attached.]
4. Letter Agreement re Injected Retrograde Condensate Transportation and BTU Reduction Make-Up Agreement – Southeast Lateral dated effective June 1, 2009, between Northstar Offshore Energy Partners, LLC (Shipper) and Transcontinental Gas Pipe Line Company, LLC (Transco).
5. Processing Rights Agreement dated effective March 1, 2009 between Texon L.P. and Northstar Interests, L.C. (Producer)
6. Terminalling Agreement dated effective September 1, 2009 between WFS-Liquids Company (Williams) and Northstar Interests, L.C (Customer)

### Marketing – EL 208

1. Flash Gas Recovery and Liquid Stabilization Agreement dated effective December 31, 2001 between El Paso Energy Partners, L.P. (Operator) and Pioneer Natural Resources USA, Inc. (Participating Producer).
2. Base Contract for Sale and Purchase of Natural Gas dated effective June 1, 2009 between Northstar Offshore Energy Partners, LLC and Southwest Energy, L.P.
3. Agreement for the Assignment of Processing Rights dated effective December 1, 1985 between Cities Service Oil and Gas Corporation (Lessee) and Oxy Cities Service NGL Inc. (Processor)
4. PTR Management Agreement dated effective September 1, 2009 between Texon L.P. and Northstar Offshore Energy Partners, LLC (Producer)
5. Election Form for Pipeline Condensate and Flash Gas at Patterson Terminal dated February 1, 2010 among Northstar Offshore Energy Partners, LLC (Producer), ANR Pipeline Company (Non-Producer) and SPL Incorporated (Producer Representative Designee)
6. Purchase Amendment dated effective April 1, 2010 between Northstar Offshore Energy Partners, LLC and Texon L.P. (Buyer)

7. Purchase Amendment dated effective March 1, 2011 between Northstar Offshore Energy Partners, LLC (Seller) and Texon L.P. (Buyer)

**Marketing – Mobile Area 870**

1. Letter Agreement dated May 3, 2011 between Dauphin Island Gathering Partners and Northstar Offshore Energy Partners, LLC (Shipper)
2. Base Contract for Sale and Purchase of Natural Gas dated June 1, 2009 between Northstar Offshore Energy Partners, LLC and Southwest Energy, L.P.
3. Gas Gathering Agreement dated effective September 22, 1993 between Dauphin Island Gathering Partners (Gatherer) and Enron Oil & Gas Company (Producer)
4. FT-2 (DI) Transportation Service Agreement (as amended) dated November 24, 1997 between Dauphin Island Gathering Partners (Transporter) and Enron Oil & Gas Company (Shipper)

**Marketing – S. Pelto 8 and 13**

1. Limited Agency Appointment dated August 31, 2011 among Transcontinental Gas Pipe Line Corporation (Transporter), Northstar Offshore Energy Partners, LLC (Customer) and Williams Field Services Company (Limited Agent)

**Marketing – S. Timbalier 156**

1. Base Contract for Sale and Purchase of Natural Gas dated June 1, 2009, between Northstar Offshore Energy Partners, LLC and Southwest Energy, L.P.
2. Processing Rights Agreement dated effective June 1, 2009, between Texon: Texon L.P. Northstar Offshore Energy Partners, LLC (Producer)
3. Water Saturated Gas Agreement dated August 6, 2003, between EOG Resources, Inc. (Customer) and Trunkline Gas Company, LLC (Company)
4. Retrograde Condensate Separation Agreement dated October 1, 2003, between Trunkline Field Services Company (Field Services) and EOG Resources, Inc. (Retrograde Party).
5. Services Agreement dated August 6, 2003, between EOG Resources, Inc. (Customer) and Trunkline Gas Company, LLC (Company)
6. Purchase Agreement (as amended) dated March 25, 2011, between Northstar Offshore Energy Partners, LLC (Seller) and Texon Crude Oil LLC (Buyer) [Purchase Amendment No. 1 (10/7/2011)]
7. Service Agreement dated January 1, 2007, between CDM Max, LLC and Northstar Energy Partners, LLC (Customer) [Consent to Assign (5/16/2011)]
8. Liquid Hydrocarbons Separation Agreement dated October 1, 2003, between Trunkline Gas Company, LLC (Trunkline) and EOG Resources, Inc. (Injector)

9. Liquid Hydrocarbons Transportation Agreement dated October 1, 2003, between Trunkline Gas Company, LLC (Trunkline) and EOG Resources, Inc. (Injector)
10. Assignment of Interruptible Transportation Agreement No. 17866 dated February 7, 2011, between EOG Resources, Inc. (Assignor) and Northstar Offshore Energy Partners, L.L.C. (Assignee)
11. Facilities Interconnect and Reimbursement Agreement dated June 25, 2003, between Trunkline Gas Company LLC (Company) and EOG Resources, Inc. (Customer)
12. Flash Gas Processing Agreement dated July 7, 2003, between El Paso Field Operations Company (Processor) and Pioneer Natural Resources USA, Inc. (Supplier)

**Marketing – Ship Shoal 186**

1. Base Contract for Sale and Purchase of Natural Gas dated June 1, 2009, between Northstar Offshore Energy Partners, LLC and Southwest Energy, L.P.
2. Processing Rights Agreement dated effective June 1, 2009, between Northstar Interests, L.C (Producer) and Texon L.P
3. Purchase Amendment dated effective March 1, 2011, between Northstar Offshore Energy Partners

**Marketing - Vermillion 379**

1. Base Contract for Sale and Purchase of Natural Gas dated June 1, 2009, between Northstar Offshore Energy Partners, LLC and Southwest Energy, L.P.
2. Agreement for Allocation of Liquid Hydrocarbons at the Patterson Terminal dated effective November 1, 2002, between Amerada HESS Corporation, et al (Producer Operators) and ANR Pipeline Company (Non-Producer).
3. Letter Agreement Re Chevron U.S.A.'s assignment of Flash Gas Recovery and Liquid Stabilization Agreement dated effective July 18, 2000 between Enterprise Fields Services (Assignor) and Northstar Interests, L.C (Assignee)
4. Flash Gas Recovery & Liquid Stabilization Agreement dated effective May 1, 2002 between El Paso Energy Partners, L.P. (Operator) and Chevron U.S.A Inc. (Participating Producer)
5. Interconnection Agreement dated [ ], 1998 between Texaco Exploration and Production Inc. (Producer) & ANR Pipeline Company (ANR)
6. Letter Re Notice of Designation of Marketing Agent dated effective October 1, 2011, between Northstar Offshore Energy Partners, LLC. (Northstar) and Poseidon Oil Pipeline Company (Poseidon)
7. Processing Rights Agreement dated effective March 1, 2009, between Texon L.P. and Northstar Interests, L.C (Producer)



8. Oil Purchase Agreement dated effective October 1, 2011, between Northstar Offshore Energy Partners LLC (Seller) and Shell Trading (US) Company (Buyer)
9. Purchase Amendment No. 2 dated effective July 1, 2010, between Northstar Offshore Energy Partners LLC (Seller) and Texon L.P. (Buyer)
10. Consent for assignment of Interconnection Agreement dated August 21, 2008 among Chevron U.S.A Inc. (Assignor), Northstar Interests L.C., (Assignee) and ANR Pipeline Company (Consenting Party)
11. Successor Natural Gas Processing Agreement dated effective September 1, 2008 between Northstar Interests, L.C. (Producer) and Targa Midstream Services Limited Partnership (Targa).

**Marketing – Misc.**

1. Base Contract for Sale and Purchase of Natural Gas dated April 26, 2012 between Samsung Oil & Gas USA Corp and STX Energy E&P Offshore Management, LLC.
2. Purchase and Sale Agreement dated March 1, 2012 between Ankor E&P Holdings Corporation (Assignee) and STX Energy E&P Offshore Management, LLC (Seller)