ARENA
ENERGY

Arena Energy, LP
4200 Research Forest Drive, Suite 500
The Woodlands, TX 77381

281-681-9500
281-681-9503 Fax

August 7, 2019

RECEIVED
AUG - 8 2019
ADJUDICATION SECTION

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

Attention Adjudication Unit

Re: Non-Required Filing – No. 7, Contracts, Agreements and Conveyances
OCS-G 6093 – Galveston 209
Assignment and Bill of Sale

Ladies and Gentlemen,

Enclosed for further handling are duplicates of an Assignment and Bill of Sale for Galveston 209 – OCS-G 6093 between the following:

Assignor:
Exxon Mobil Corporation.

Assignee:
Arena Energy, LP

Please file this in the non-requireds under No. 7, Contracts, Agreements and Conveyances and return one copy to the undersigned. The Pay.gov receipt in the amount of $29.00 is also included.

If you have any questions, please don't hesitate to contact the undersigned at 281-210-3126 or rtaylor@arenaenergy.com.

Sincerely,

Rachelle Taylor

Rachelle Taylor
Landman

Encls.

ASSIGNMENT AND BILL OF SALE

RECEIVED
AUG - 8 2019
ADJUDICATION SECTION

UNITED STATE OF AMERICA §
§
OUTER CONTINENTAL SHELF §

This Assignment and Bill of Sale ("Assignment") is effective as of January 1st, 2019, at 7:00 a.m. Central Time ("Effective Time"), and is from EXXON MOBIL CORPORATION, a New Jersey corporation with an address of 22777 Springwoods Village Parkway, Spring, TX 77389, and EXXONMOBIL PIPELINE COMPANY, a Delaware corporation with an address of 22777 Springwoods Village Parkway, Spring, TX 77389, as assignors, to ARENA ENERGY, LP, a Delaware limited partnership with an address of 4200 Research Forest Drive, Suite 500, The Woodlands, Texas 77381 ("Assignee"). Assignors are hereinafter referred to collectively as "ExxonMobil" solely for convenience and simplicity; such reference is not intended to in any way affect the corporate separateness of these separate legal entities.

ARTICLE 1

1.01 Assignment. Subject to and consistent with the Purchase and Sale Agreement between Assignors and Assignee, dated effective January 1, 2019 (the "Purchase and Sale Agreement", which Purchase and Sale Agreement is incorporated herein by reference for all purposes), for $10 and other good and valuable consideration, the receipt and sufficiency of which each of the ExxonMobil assignors acknowledges, each of the ExxonMobil assignors bargains, sells, assigns, and conveys to Assignee and its successors and assigns, all of its respective right, title, and interest in and to the following real and personal properties (collectively, "Properties"), subject to the terms of this Assignment, including its exhibits, and all applicable instruments of record in the counties and parishes adjacent to where the Properties are located:

(a) The oil and gas leasehold estates and other Interests, together will all Wells located on such Interests, ***insofar but only insofar*** as set out on Exhibits A-1 and A-2 (collectively, "Interests"), as such term is defined in the Purchase and Sale Agreement;

EXXONMOBIL EXCEPTS FROM THIS ASSIGNMENT AND RESERVES TO ITSELF ALL RIGHT, TITLE, AND INTEREST NOT SET OUT ON EXHIBITS A-1 AND A-2, INCLUDING THE RESERVATION BY EXXONMOBIL OR ITS PREDECESSORS IN TITLE OF ANY KIND OF INTEREST (INCLUDING OVERRIDING ROYALTY, DEPTH LIMITATIONS, FORMATIONS, AND CONTRACTUAL RIGHTS) FROM ANY CONVEYANCE OR AGREEMENT, WHETHER RECORDED OR NOT, THAT WAS EXECUTED OR EFFECTIVE BEFORE THE EXECUTION OF THIS ASSIGNMENT.

(b) All contracts affecting the Interests, to the extent each is assignable, including agreements for the sale or purchase of oil, gas, and other hydrocarbons; processing agreements; division orders; unit agreements; operating agreements; and other contracts and agreements arising out of, connected with, or attributable to production from the Interests, including the items listed on Exhibits B as well as Exhibits A-1 and A-2;

EXXONMOBIL EXCEPTS FROM THIS ASSIGNMENT AND RESERVES TO ITSELF ALL RIGHT, TITLE, AND INTEREST IN THESE CONTRACTS INSOFAR AS THEY PERTAIN TO ANY INTEREST NOT ASSIGNED IN THIS ASSIGNMENT.

(c) All personal property, including material, equipment, and facilities situated in and on the Properties and used solely in connection with the use or operation of the Interests for the production, treating, storing, transporting, and marketing of oil, gas, and other hydrocarbons from the Interests;

EXXONMOBIL EXCEPTS FROM THIS ASSIGNMENT AND RESERVES TO ITSELF ALL PERSONAL PROPERTY, WELLS, FIXTURES, PIPELINES, AND EQUIPMENT USED IN EXXONMOBIL'S OPERATION OF ANY LEASE, WELL, OR MINERAL INTEREST NOT ASSIGNED IN THIS ASSIGNMENT.

(d) All easements, permits, licenses, surface and subsurface leases, rights-of-way, servitudes, and other surface and subsurface rights affecting the Interests, to the extent each is assignable, including the items listed on Exhibits B; and

(e) Copies of the data and records relating to the Properties and Interests that have been or will be delivered by ExxonMobil to Assignee ("Documents").

1.02 Exclusions. The following are excluded from this Assignment:

(f) Pipelines, fixtures, equipment, and interests in land owned by third parties, including ExxonMobil's Affiliates not a party to this Assignment.

(g) Computer equipment (including Rosemont transmitters), telecommunications equipment, vehicles, boats, tools, pulling machines, and other equipment and material temporarily located on the lands associated with the Properties or expressly excluded by ExxonMobil from the sale;

(h) Any gas processing plant not listed on Exhibits A-1;

(i) Personal property, fixtures, equipment, pipelines, facilities and buildings located on the land associated with the Interests, but either currently in use in connection with the ownership or operation of other property not included in the Interests or excluded on Exhibits A-1, other than as listed on Exhibit D hereto;

(j) ExxonMobil's claims, rights, and causes of action of any kind concerning the Properties against royalty owners, overriding-royalty owners, working-interest

owners, gas purchasers, gas transporters, and other third parties that accrued before the Effective Time, whether discovered before or after the Effective Time; and

1.03 Restrictions on Use. Where any of the Interests include a fee simple interest in real property that has been used for oil, gas, or other mineral operations, the following uses of the affected land, or any portion thereof, are expressly prohibited and forbidden:

(a) any hotel use;

(b) any purpose that would constitute a "Permitted Use" under any of the residential zones, districts, or classifications set forth in any applicable municipal, county or state zoning laws in effect at the Effective Time,

(c) any other residential use;

(d) any health care, clinic, hospital or other medical facility;

(e) any playground, recreational park, day nursery, day-care center, child care center, nursing home, house of worship, or school;

(f) any agricultural use;

(g) construction or installation of any basements; or

(h) any water wells for irrigation or drinking purposes.

1.04 Documents. If originals or the last-remaining copies of the Documents have been provided to Assignee, ExxonMobil may have access to them at reasonable times and upon reasonable notice during regular business hours for as long as any Interest is in effect after the Effective Time (or for twenty-one (21) years in the case of a mineral fee or other non-leasehold interest or a longer period if required by law or governmental regulation). ExxonMobil may, during this period and at its expense, make copies of the Documents pursuant to a reasonable request. Without limiting the generality of the two preceding sentences, for a period as long as any Interest is in effect after the Effective Time (or for twenty-one (21) years in the case of a mineral fee or other non-leasehold interest or for a longer period if required by law or governmental regulation), Assignee may not destroy or give up possession of any original or last-remaining copy of the Documents without first offering ExxonMobil the opportunity, at ExxonMobil's expense, to obtain the original or a copy. After this period expires, Assignee must offer to deliver the Documents (or copies) to ExxonMobil, at ExxonMobil's expense, before giving up possession or destroying them.

1.05 Reservations. To the extent that ExxonMobil has reserved or continues to own an interest (including overriding-royalty interests, mineral-fee or leasehold interests, deep rights, or facilities, equipment, or pipelines) after the Effective Time for which ExxonMobil requires access across the land associated with the Interests in order to exercise its rights, ExxonMobil reserves concurrent interests in all applicable easements, rights-of-way, contracts, and other rights relating to the reserved interests and necessary as reasonably required for exploring, drilling, producing, storing, or marketing oil, gas, and other hydrocarbons from the respective zones or interests of the Parties, including rights

to lay pipelines, water lines, and power lines; dig pits; erect structures; and perform any other act reasonably necessary to ExxonMobil's interests.

ARTICLE 2

Ad valorem taxes assessed against the Properties for the year of the Effective Time are apportioned between ExxonMobil and Assignee as of the Effective Time.

ARTICLE 3

Assignee will comply with all rules, regulations, statutes, and laws applicable to Assignee's ownership or operation of the Properties. Except to the extent specifically excepted or reserved by ExxonMobil, Assignee accepts this Assignment and assumes all ExxonMobil's obligations and liabilities under all oil, gas, and mineral leases, assignments, subleases, farmout agreements, unit agreements, joint operating agreements, pooling agreements, letter agreements, easements, rights-of-way, gathering and transportation agreements, sales agreements, and other agreements (including compliance with express and implied covenants and payment of costs, rentals, shut-in-payments, minimum royalties, and production royalties), to the extent that these obligations and liabilities concern or pertain to the Properties and are binding on ExxonMobil or its successors or assigns. Assignee's obligations under this article apply to all applicable instruments, whether recorded or not.

Assignee acknowledges that the Interests and Properties have been used for exploration, development, and production of oil and gas and that there may be petroleum, produced water, wastes, or other materials located on or under the Properties or associated with the Interests. Equipment and sites included in the Interests or Properties may contain asbestos, hazardous substances, or naturally occurring radioactive material ("NORM"). NORM may affix or attach itself to the inside of wells, materials, and equipment as scale, or in other forms; the wells, materials, and equipment located on the Properties or included in the Interests may contain NORM and other wastes or hazardous substances; and NORM-containing material and other wastes or hazardous substances may have been buried, come in contact with the soil, or otherwise been disposed of on the Properties. Special procedures may be required for the remediation, removal, transportation, or disposal of wastes, asbestos, hazardous substances, and NORM from the Interests and Properties.

Assignee will store, handle, transport, and dispose of or discharge all material, substances, and wastes from the Properties (including produced water, drilling fluids, NORM, and other wastes), whether present before or after the Effective Time, in accordance with applicable local, state, and federal laws and regulations. Assignee will keep records of the types, amounts, and location of materials, substances, and wastes that are stored, transported, handled, discharged, released, or disposed of onsite and offsite. When any lease terminates, an interest in which has been assigned under this Assignment, Assignee will take additional testing, assessment, closure, reporting, and remedial action with respect to the Properties as is necessary to satisfy all local, state, and federal requirements directed in effect at that time and necessary to restore the Properties.

ARTICLE 4

Assignee recognizes, and will either perform or assure that performance is accomplished properly and in accordance with applicable law and the obligations and liabilities described in Article 3, all obligations to abandon, restore, and remediate the Properties and the Interests, whether arising before or after the Effective Time, including obligations, as applicable, to:

obtain plugging exceptions in the operator's name for each well located on the Properties (abandoned and unabandoned) with a current plugging exception or permanently plug and abandon each well;

plug, abandon, and if necessary, reabandon each well located on the Properties (abandoned and unabandoned);

remove all equipment and facilities, including flowlines, pipelines and platforms;

close all pits; and

restore the surface, subsurface, and offshore sites associated with the Interests and Properties.

Assignee will take all necessary steps to ensure that Assignee is recognized as the owner and, if applicable, operator of the Properties by all appropriate parties, including any regulatory commission, body or board with jurisdiction. If ExxonMobil is the principal on any financial assurance (including a bond) relating to the Properties, which financial assurance is required by any law, rule, or regulation, then Assignee will secure new financial assurance in the required amount and supply it to the regulatory body requiring the financial assurance, to the end that ExxonMobil's financial assurance is released and discharged.

Assignee will pay all costs and expenses associated with the obligations assumed under this article. ExxonMobil will require Assignee to maintain a letter of credit, establish or obtain a performance bond or other financial security, in an amount, in a form, and from an institution acceptable to ExxonMobil, to guarantee Assignee's obligations.

ARTICLE 5

EXXONMOBIL MAKES NO WARRANTY OF ANY TYPE IN THIS ASSIGNMENT, WHETHER EXPRESS, STATUTORY, OR IMPLIED AND EXXONMOBIL EXPRESSLY NEGATES AND DISCLAIMS ALL WARRANTIES. ASSIGNEE IS BUYING THE PROPERTIES AT ITS PERIL AND RISK, AND ASSIGNEE AGREES THAT EXXONMOBIL SHALL HAVE NO OBLIGATION OF RETURNING THE PURCHASE PRICE (OR ANY PORTION THEREOF) TO ASSIGNEE, UNDER ANY CIRCUMSTANCES. ASSIGNEE HAS INSPECTED AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTIES. THIS ASSIGNMENT IS MADE BY EXXONMOBIL AND ACCEPTED BY ASSIGNEE ON AN "AS IS, WHERE IS" BASIS. ASSIGNEE ACKNOWLEDGES AND AGREES THAT: (1) EXXONMOBIL'S WAIVER OF WARRANTY IS CLEAR AND UNAMBIGUOUS; (2) EXXONMOBIL HAS NOT DECLARED THAT THE PROPERTIES HAVE ANY QUALITY OR QUALITIES; AND (3) EXXONMOBIL HAS DISCLAIMED ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING:

AS TO THE FITNESS OR CONDITION OR MERCHANTABILITY OF THE MATERIALS, EQUIPMENT, OR FACILITIES CONVEYED;

AS TO THE PHYSICAL, OPERATIONAL, OR ENVIRONMENTAL CONDITION OF THE PROPERTIES;

AS TO THE OIL, GAS, AND OTHER HYDROCARBON OPERATIONS OF THE PROPERTIES COVERED BY THE TERMS AND CONDITIONS OF ANY LEASES OR OTHER AGREEMENTS THAT ARE A PART OF THE PROPERTIES;

AS TO THE ISSUANCE, REISSUANCE, OR TRANSFER OF ANY PERMITS RELATING TO ANY OF THE PROPERTIES;

AS TO THE VOLUME OF HYDROCARBONS THAT MAY BE PRODUCED OR RECOVERED FROM THE PROPERTIES;

AS TO ANY CONSENT OR APPROVAL REQUIRED UNDER ANY INSTRUMENT DESCRIBED IN ARTICLE III; AND

AS TO TITLE, EITHER EXPRESS, IMPLIED, OR STATUTORY.

ARTICLE 6

The terms Claim or Claims mean, collectively, claims, demands, causes of action, and lawsuits asserted or filed by any person, including an artificial or natural person, a local, state, or federal governmental entity; a person holding rights under any instrument described in Article 3; an Associated Party of ExxonMobil or Assignee; or a third party. The term Liability or Liabilities means, collectively, all damages (including consequential and punitive damages), including those for personal injury, death, or damage to personal or real property (both surface and subsurface) and costs for remediation, restoration, or clean up of contamination, whether the injury, death, or damage occurred or occurs on or off the Properties by migration, disposal, or otherwise; losses; fines; penalties; expenses; costs to remove or modify facilities on or under the Properties; plugging liabilities for all wells; attorneys' fees; court and other costs incurred in defending a Claim; liens; and judgments; in each instance, whether these damages and other costs are known or unknown, foreseeable or unforeseeable on the Effective Time. The term Associated Parties means successors, assigns, directors, officers, employees, agents, contractors, subcontractors, and Affiliates.

The remaining paragraphs of this Article 6, pertaining to, among other things, certain releases of claims, covenants not to sue, and indemnities, are subject to the terms of the Purchase and Sale Agreement, as are all other terms of this Assignment.

Assignee releases and discharges ExxonMobil and its Associated Parties from each Claim and Liability relating to the Interests, Properties, or this transaction, regardless of when or how the Claim or Liability arose or arises or whether the Claim or Liability is foreseeable or unforeseeable. **ASSIGNEE'S RELEASE AND DISCHARGE OF EXXONMOBIL AND ITS ASSOCIATED PARTIES INCLUDE CLAIMS AND LIABILITIES CAUSED IN WHOLE OR IN PART BY THE GROSS, SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE OF EXXONMOBIL OR ANY OF ITS ASSOCIATED**

PARTIES OR ANY THIRD PARTY AND APPLY REGARDLESS OF WHO MAY BE AT FAULT OR OTHERWISE RESPONSIBLE UNDER ANY OTHER CONTRACT OR ANY STATUTE, RULE OR THEORY OF LAW INCLUDING THEORIES OF STRICT LIABILITY, and this release and discharge are binding on Assignee and its successors and assigns. The only exception to Assignee's release and discharge of ExxonMobil and its Associated Parties is that (a) Assignee does not release Claims against contractors and subcontractors for work regarding the Interests and Properties, and (b) Assignee does not release or discharge Claims that ExxonMobil breached the Purchase and Sale Agreement.

Assignee covenants not to sue ExxonMobil or its Associated Parties with regard to any Claim or Liability relating to the Interests, Properties, or this transaction, regardless of when or how the Claim or Liability arose or arises or whether the Claim or Liability is foreseeable or unforeseeable. **ASSIGNEE'S COVENANT NOT TO SUE EXXONMOBIL OR ITS ASSOCIATED PARTIES INCLUDES CLAIMS AND LIABILITIES CAUSED IN WHOLE OR IN PART BY THE GROSS, SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE OF EXXONMOBIL OR ANY OF ITS ASSOCIATED PARTIES OR ANY THIRD PARTY AND APPLIES REGARDLESS OF WHO MAY BE AT FAULT OR OTHERWISE RESPONSIBLE UNDER ANY OTHER CONTRACT OR ANY STATUTE, RULE OR THEORY OF LAW INCLUDING THEORIES OF STRICT LIABILITY,** and this covenant is binding on Assignee and its successors and assigns. The only exception to Assignee's covenant not to sue ExxonMobil or its Associated Parties is that Assignee does not covenant not to sue contractors and subcontractors for work regarding the Interests and Properties.

Assignee will indemnify, defend, and hold ExxonMobil and its Associated Parties harmless from each Claim or Liability relating to the Interests, Property, or this transaction, regardless of when or how the Claim or Liability arose or arises or whether the Claim or Liability is foreseeable or unforeseeable. **ASSIGNEE'S OBLIGATIONS TO INDEMNIFY, DEFEND, AND HOLD EXXONMOBIL AND ITS ASSOCIATED PARTIES HARMLESS INCLUDE CLAIMS AND LIABILITIES CAUSED IN WHOLE OR IN PART BY THE GROSS, SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE OF EXXONMOBIL OR ANY OF ITS ASSOCIATED PARTIES OR ANY THIRD PARTY AND APPLY REGARDLESS OF WHO MAY BE AT FAULT OR OTHERWISE RESPONSIBLE UNDER ANY OTHER CONTRACT OR ANY STATUTE, RULE OR THEORY OF LAW INCLUDING THEORIES OF STRICT LIABILITY.** The only exception to Assignee's obligations to indemnify, defend, and hold ExxonMobil and its Associated Parties harmless is (a) a judgment rendered or settlement reached in a lawsuit filed before the Effective Time, but only to the extent that the acts or omissions that gave rise to the cause of action are attributable to the conduct or operations or ownership of ExxonMobil or its Associated Parties before the Effective Time and (b) a Claim that ExxonMobil breached the Purchase and Sale Agreement. Assignee's obligations are binding on Assignee and its successors and assigns.

Assignee's duty to release, discharge, not to sue, indemnify, defend, and hold ExxonMobil and its Associated Parties harmless includes Claims or Liabilities arising in any manner from the physical or environmental condition of the Interests and Properties, including Claims or Liabilities under applicable laws and regulations now enacted or that may be enacted in the future, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time.

ARTICLE 7

Assignee represents that it has acquired the Properties for its own benefit and account and has not acquired the Properties with the intent of distributing fractional undivided interests in them or otherwise selling them in a manner that would be subject to regulation by federal or state securities laws. If Assignee sells, transfers, or otherwise disposes of the Properties or fractional undivided interests in them in the future, it will do so in compliance with applicable federal and state laws.

This Assignment is subject to the terms of the Purchase and Sale Agreement between ExxonMobil and Assignee concerning the Properties including ExxonMobil's Preferential Right to purchase all Oil produced and saved from the Interests. The Purchase and Sale Agreement provides, in part, that the Parties will correct errors that may have been made in the conveyancing instruments; that ExxonMobil may require that all or a part of the Properties be reassigned under certain circumstances; and that disputes concerning the Properties or the transaction will be resolved by alternate dispute resolution, to the extent, if any, that Assignee has not released, discharged, or covenanted not to sue ExxonMobil or its Associated Parties.

The provisions of this Assignment are severable. If a court of competent jurisdiction finds any part of this Assignment to be void, invalid, or otherwise unenforceable (except for the release, waiver, defense, and indemnity provisions), this holding will not affect other portions that can be given effect without the invalid or void portion.

All covenants and agreements in this Assignment (except Article 7) bind and inure to the benefit of the heirs, successors, and assigns of ExxonMobil and Assignee; are covenants running with the land; and are effective as stated, whether or not the covenants and agreements are memorialized in assignments and other conveyances executed and delivered by the Parties and their respective heirs, successors, and assigns from time to time.

Recitation of or reference to any agreement or other instrument in this Assignment, including its exhibits, does not operate to ratify, confirm, revise, or reinstate the agreement or instrument if it has previously lapsed or expired.

This Assignment and its performance will be construed in accordance with, and governed by, the internal laws of the State of Texas, without regard to the choice of law rules of any jurisdiction, including Texas.

The word <u>includes</u> and its syntactical variants mean "includes, but not limited to" and its corresponding syntactical variants. The rule of *ejusdem generis* may not be invoked to restrict or limit the scope of the general term or phrase followed or preceded by an enumeration of particular examples.

The obligations of each assignor under this Assignment are several, and not joint and several.

All exhibits referenced in and attached to this Assignment are incorporated into it, as is the Purchase and Sale Agreement.

This instrument may be executed in counterparts, all of which together will be considered one instrument.

Executed on the dates indicated below, but effective as of the Effective Time.

ARENA ENERGY, LP
BY: ARENA ENERGY GP, LLC,
ITS GENERAL PARTNER

By: _____

Name: Christopher A. Capsimalis SDB

Title: Senior Vice President
Business Development

Date: 7-16-2019

WITNESSES:

_____
Print name: GAIL B. MANISCALCO

_____
Print name: SCOTT BROEKSTRA

EXXON MOBIL CORPORATION

By: _____

Name: Mickey Johnson MKJ MKJ

Title: Agent and Attorney-in-Fact

Date: 7-16-19

_____
Print name: Mindy Dillingham

_____
Print name: Renata E. Schalk

EXXONMOBIL PIPELINE COMPANY

By: Gerald S Frey CDM MAK

Name: Gerald S. Frey

Title: President

Date: 07/15/2019

CHARLES D. MEURER
Print name:

SANTI TENGGARA
Print name:

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on 7-16-2019 by Mickey Johnson, Agent and Attorney-in-Fact of Exxon Mobil Corporation, a New Jersey corporation, on behalf of said corporation.

BETTY PARKS
Notary Public, State of Texas
Comm. Expires 05-09-2023
Notary ID 3826006

Betty J. Parks
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 15, 2019 by Gerald Frey, President of ExxonMobil Pipeline Company, a New Jersey corporation, on behalf of said corporation.

ADELAIDA VERASTIGUI
Notary ID #1851534
My Commission Expires
August 10, 2022

Adelaida Verastigui
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on 7-16-2019 by Chris Capsimalis, Senior Vice President of Arena Energy, LP, a Delaware limited partnership, on behalf of said corporation.

BETTY PARKS
Notary Public, State of Texas
Comm. Expires 05-09-2023
Notary ID 3826006

Betty J. Parks
Notary Public, State of Texas

EXHIBIT A-1

Attached to and made a part of that certain

ASSIGNMENT AND BILL OF SALE

between

EXXON MOBIL CORPORATION, EXXONMOBIL PIPELINE COMPANY

and

ARENA ENERGY, LP

DESCRIPTION OF THE INTERESTS

GALVESTON 209/HIGH ISLAND

a) The oil and gas leases described below, and all amendments and ratifications thereof, together with all Wells located on such lease Interests.

LEASE NO.	LESSOR	LESSEE	LEASE DATE
ExxonMobil Lease No. 0330782-001	United States of America OCS-G 3229	Exxon Corporation	9/1/1975
ExxonMobil Lease No. 0330783-001	United States of America OCS-G 3237	Exxon Corporation	9/1/1975
ExxonMobil Lease No. 0408397-001	United States of America OCS-G 06093	Exxon Corporation	10/1/1983
N/A	United States of America OCS-G 3228	Shell Oil Company	9/1/1975
N/A	United States of America OCS-G 3236	Shell Oil Company	9/1/1975

b) The High Island 179 Structure A, Structure Number 1, and its associated facilities, risers, pipeline connections, and equipment.

c) The GA 209 Structure A, Structure Number 1, and its associated facilities, risers, pipeline connections, and equipment.

d) The GA 209 Structure B, Structure Number 1, and its associated facilities, risers, pipeline connections, and equipment.

e) The GA 209 Structure C, Structure Number 2, and its associated facilities, risers, pipeline connections, and equipment.

Reference to the above instruments include any amendments, ratifications and/or extensions thereof, whether or not such instruments are described herein.

All or a portion of the above instruments may be subject to the following, including any amendments, ratifications and/or extensions thereof, whether or not such instruments are described herein.

1030973	Agreement for Ownership of Multiple Lease Platform, Facilities, Quarters and Compressor - High Island Block 179, dated effective January 1, 1978, by and between Shell Offshore, Inc. and Exxon Corporation.
1030974	Galveston Block 192/209 Production Handling Letter Agreement dated July 10, 1989, by and between Exxon Corporation and Shell Offshore Inc., concerning production facilities located on Platform "A" High Island Block 179.
1030974	High Island Block 194 Production Handling in Accordance with Agreement for Ownership of Multiple Lease Platform, Facilities, Quarters, and Compressor, High Island Block 179, Offshore Texas, letter agreement effective October 11, 1989, by and between Shell Offshore Inc. and Exxon Company, U.S.A.
1030974	Gulf of Mexico, Offshore Texas, High Island Area, Block 179, Platform "A", letter dated March 6, 1997, from Shell Offshore Inc. to Exxon Company, U.S.A.
1030974	Galveston Block 192/209 Production Handling Letter Agreement dated May 14, 1999, by and between Exxon Corporation and Shell Offshore Inc., concerning a pipeline to Platform "A" High Island Block 179.

1030048	Williams Field Services Company as Agent for Transcontinental Gas Pipe Line Corporation Lateral Line Interconnect, Reimbursement and Operating Agreement, ExxonMobil Production Company, entered into as of February 27, 2003, between Williams Field Services Company as agent for Transcontinental Gas Pipe Line Corporation and ExxonMobil Production Company.
000071-UOA	Unit Operating Agreement High Island Block 179 Unit dated effective January 1, 1978, by and between Exxon Corporation and Shell Offshore Inc.
000071-UA	Unit Agreement for OCS Development and Production Operations on the High Island Block 179 Unit (Contract No. 754388006) dated effective January 1, 1978, by and between Shell Offshore Inc. and Exxon Corporation, approved by the Minerals Management Service on January 8, 1988.
	SNIPE (Galveston-209 to Galveston-256) Offshore Pipeline Interconnect and Operating Agreement, effective March 15, 1997, between Exxon Pipeline Company and Exxon Company, U.S.A.
	High Island Pipeline System Throughput Capacity Lease Agreement, entered into as of November 1, 2007, between McMoRan Oil & Gas LLC and ExxonMobil Oil Corporation.
	Letter Agreement dated March 23, 2011, Re: High Island Pipeline System Throughput Capacity Lease Agreement, between ExxonMobil Oil Corporation and McMoRan Oil & Gas LLC.
	Owners Agreement, High Island Pipeline System, effective June 1, 2009, between ACE Energy Development, Inc., and ExxonMobil Pipeline Company, et al.
	Operating and Administrative Management Agreement, effective as of June 1, 2015, between Panther Operating Company, LLC, Operator, and ExxonMobil Pipeline Company, et al.
1022898 GPM	Agency Appointment Form, effective December 1, 2013, Transcontinental Gas Pipe Line Company, LLC HI 179 location, between Fieldwood Energy, LLC, Customer, and ExxonMobil Gas & Power Marketing Company, Agent.

EXHIBIT A-2

Attached to and made a part of that certain

ASSIGNMENT AND BILL OF SALE

between

EXXON MOBIL CORPORATION, EXXONMOBIL PIPELINE COMPANY

and

ARENA ENERGY, LP

DESCRIPTION OF WORKING INTERESTS AND NET REVENUE INTERESTS

GALVESTON 209/HIGH ISLAND

Block 209 Galveston Area	
Working Interest	**Net Revenue Interest**
100%	83.3333%
Block 192 Galveston Area and Block 193 High Island Area LESS AND EXCEPT the Unit Area as to the Unitized Substances of the Unit Operating Agreement High Island Block 179 Unit dated effective January 1, 1978, by and between Exxon Corporation and Shell Offshore Inc. (the "High Island Block 179 Unit Area and Substances")	
Working Interest	**Net Revenue Interest**
100%	83.3333%
Block 192 Galveston Area, Block 193 High Island Area, Block 179 High Island Area, and Block 180 Galveston Area insofar as to the High Island Block 179 Unit Area and Substances	
Working Interest as to all Unitized Reservoirs, excepting the "H" and "H6" in the central fault block "A"	**Net Revenue Interest as to all Unitized Reservoirs, excepting the "H" and "H6" in the central fault block "A"**
10.0000%	8.33333%

Working Interest as to the "H" and "H6" Unitized Reservoirs in the central fault block "A"	Net Revenue Interest as to the "H" and "H6" Unitized Reservoirs in the central fault block "A"
38.00000%	31.66667%

Block 179 High Island Area and Block 180 Galveston Area LESS AND EXCEPT the High Island Block 179 Unit Area and Substances
ExxonMobil does not state the Working Interest/Net Revenue Interest for Block 179 High Island Area and Block 180 Galveston Area LESS AND EXCEPT the High Island Block 179 Unit Area and Substances. There will be no price adjustments for Title Defects concerning ExxonMobil's ownership interests for the area described in the preceding sentence.

EXHIBIT B

Attached to and made a part of that certain

ASSIGNMENT AND BILL OF SALE

between

EXXON MOBIL CORPORATION, EXXONMOBIL PIPELINE COMPANY

and

ARENA ENERGY, LP

EASEMENTS, PERMITS, AND OTHER RIGHTS

GALVESTON 209/HIGH ISLAND

The instruments described below, and all amendments and ratifications thereof.

CONTRACT NO.	LESSOR/GRANTOR	LESSEE/GRANTEE	LEASE DATE
ExxonMobil Contract No. 1010347-001	United States of America OCS-G 21020	Exxon Mobil Corporation	3/7/2003

Pipeline Right-of-Way (ROW) OCS-G21020 is an approximately 4.2 mile pipeline route associated with the 10.75-inch Pipeline Segment No. 13977 from Galveston Block 209 to subsea tie-in in High Island Block 179.

CONTRACT NO.	LESSOR/GRANTOR	LESSEE/GRANTEE	LEASE DATE
ExxonMobil Pipeline Co. Contract No. XOST-0001	United States of America OCS-G 16053	Exxon Pipeline Company	6/14/1996

Pipeline Right-of-Way (ROW) OCS-G 16053 is an approximately 15.05 mile pipeline route associated with the 6 5/8-inch Pipeline Segment No. 11038 from Galveston Block 209 to a subsea tie-in in Galveston Block 256.

Reference to the above instruments include any amendments, ratifications and/or extensions thereof, whether or not such instruments are described herein.

All or a portion of the above instruments may be subject to the following, including any amendments, ratifications and/or extensions thereof, whether or not such instruments are described herein.

United States of America Department of the Army Permit No. 17246, with an Effective Date of February 7, 1985, name of Applicant being Exxon Corporation, as modified by Permit No. 17246 (2) approved June 24, 1996, Permit No. 17246 (3) approved July 3, 1996, and Permit No. 17246 (5) approved July 7, 1999 that added a pipeline and additional platforms.

EXHIBIT A-1

Attached to and made a part of that certain

ASSIGNMENT AND BILL OF SALE

between

EXXON MOBIL CORPORATION, EXXONMOBIL PIPELINE COMPANY

and

ARENA ENERGY, LP

DESCRIPTION OF THE INTERESTS

MISSISSIPPI CANYON BLOCK 311 FIELD

1) The oil and gas lease described below, and all amendments and ratifications thereof, together with all Wells specifically described on Exhibit A-2.

LEASE NO.	LESSOR	LESSEE	LEASE DATE
N/A	United States of America OCS-G 2968	Shell Oil Company	12/1/1974

2) The Joint Operating Area of the Joint Operating Agreement described below, and all amendments and ratifications thereof.

Joint Operating Agreement dated September 1, 1987, "T" Sand Fault Block DC, Mississippi Canyon Block 311 Field, by and between Exxon Corporation and Shell Offshore Inc. (ExxonMobil Contract No. 1015787-JOA)

Reference to the above instruments include any amendments, ratifications and/or extensions thereof, whether or not such instruments are described herein.

All or a portion of the above instruments may be subject to the following, including any amendments, ratifications and/or extensions thereof, whether or not such instruments are described herein.

United States of America OCS-G 2968	Amendment to Oil & Gas Lease, between the United States of America and Shell Oil Company, effective September 1, 1977, for Lease No. OCS-G 2968, which replaces the original description of the leased premises to be all of Block 311, Mississippi Canyon Area.
1015787-Pltfm	Agreement for Ownership and Operation of Platform and Facilities, Mississippi Canyon Area Block 311, dated September 1, 1987, by and between Exxon Corporation and Shell Offshore Inc.
1015787-LtrAg	Letter Agreement dated October 22, 1992, by and between Shell Offshore Inc. and Exxon Corporation, concerning the A-24ST well.
1015787-UA	Agreement to Unitize dated July 7, 1988, and effective September 1, 1987, by and between Exxon Corporation as operator and Shell Offshore, Inc., as Sub-Operator, to explore, delineate and develop the common "T" Sand Fault Block DC reservoir ("L" Sand Reservoir A) and enter into a proposed Unit Agreement, Unit Operating Agreement and other applicable agreements associated with said unitization to be submitted for approval to Minerals Management Service, and in the interim, restoration of certain existing wells and to drill and complete certain replacement wells, as more fully described in said Agreement to Unitize.
1015787-AgrAsg	Agreement of Assignment dated October 22, 1992, by and between Exxon Corporation and Shell Offshore Inc., concerning the A-24ST well.
1015787-L2	Agreement for the development and operation of the L2/L3 Sand, Reservoir B Unit in Mississippi Canyon Block 311 Field, Gulf of Mexico Outer Continental Shelf, offshore Louisiana, also known as MMS Contract No. 754390003, dated January 5, 1990.
1015787-COP	Notice of Cessation of Production Operations on Mississippi Canyon Block 311, L2/L3 Sand, Reservoir B Unit, Agreement No. 754390003 dated October 10, 2007.
1015787-PLA	Letter Agreement regarding Carrier Pipeline in MC Block 268, between Apache Corporation and Exxon Mobil Corporation, dated January 10, 2008.
United States of America OCS-G 2968	Assignment of Record Title Interest, dated effective July 1, 2003, by and between Shell Offshore Inc., as Assignor, and Apache Corporation, as Assignee.
United States of America OCS-G 2968	Assignment of Operating Rights in Federal OCS Oil and Gas Lease OCS-G 2968, dated effective July 1, 2013, by and between Apache Corporation, as Assignor, and Fieldwood Energy LLC, as Assignee.
United States of America OCS-G 2968	Assignment of Operating Rights in Federal OCS Oil and Gas Lease OCS-G 2968, dated effective July 1, 2013, by and between Apache Corporation, as Assignor, and Fieldwood Energy LLC, and Apache Shelf Exploration LLC, as Assignees.

United States of America OCS-G 2968	Assignment of Record Title Interest in Federal OCS Oil and Gas Lease OCS-G 2968, dated effective April 11, 2018 by and between Apache Corporation, as Assignor, and Fieldwood Energy LLC, as Assignee.

EXHIBIT A-2

Attached to and made a part of that certain

ASSIGNMENT AND BILL OF SALE

between

EXXON MOBIL CORPORATION, EXXONMOBIL PIPELINE COMPANY

and

ARENA ENERGY, LP

DESCRIPTION OF WORKING INTERESTS AND NET REVENUE INTERESTS

MISSISSIPPI CANYON BLOCK 311 FIELD

<table>
<tr><td colspan="2">The Working Interest/Net Revenue Interest for the Joint Operating Area of the Joint Operating Agreement dated September 1, 1987, "T" Sand Fault Block DC, Mississippi Canyon Block 311 Field, by and between Exxon Corporation and Shell Offshore Inc. insofar and only insofar as to the following wells:

API No. 60817401090100, Well OCS G02968 A006
API No. 60817403390100, Well OCS G02968 A020ST</td></tr>
<tr><td>Working Interest</td><td>Net Revenue Interest</td></tr>
<tr><td>47.7315%</td><td>39.77625%</td></tr>
<tr><td colspan="2">The above Working Interest/Net Revenue Interest are hereinafter referred to as "Joint Operating Area Well Interests".</td></tr>
<tr><td colspan="2">The Working Interest/Net Revenue Interest for the A-24ST Well described in the Agreement of Assignment dated October 22, 1992, by and between Exxon Corporation and Shell Offshore Inc., concerning said well.</td></tr>
<tr><td>Working Interest</td><td>Net Revenue Interest</td></tr>
<tr><td>-0-</td><td>12.5%</td></tr>
<tr><td colspan="2">The above Working Interest/Net Revenue Interest are hereinafter referred to as "A-24ST Well Interests".</td></tr>
<tr><td colspan="2">ExxonMobil does not state the Working Interest/Net Revenue Interest for any other interests besides the above Joint Operating Area Well Interests and A-24ST Well Interests. There will be no price adjustments for Title Defects concerning ExxonMobil's ownership interests, except for any that may concern the above Joint Operating Area Well Interests and A-24ST Well Interests.</td></tr>
</table>

EXHIBIT B

Attached to and made a part of that certain

ASSIGNMENT AND BILL OF SALE

between

EXXON MOBIL CORPORATION, EXXONMOBIL PIPELINE COMPANY

and

ARENA ENERGY, LP

EASEMENTS, PERMITS, AND OTHER RIGHTS

MISSISSIPPI CANYON BLOCK 311 FIELD

THIS EXHIBIT B IS INTENTIONALLY LEFT BLANK

EXHIBIT A-1

Attached to and made a part of that certain

ASSIGNMENT AND BILL OF SALE

between

EXXON MOBIL CORPORATION, EXXONMOBIL PIPELINE COMPANY

and

ARENA ENERGY, LP

DESCRIPTION OF THE INTERESTS

WEST DELTA BLOCKS 72 AND 73

a) The oil and gas leases described below, and all amendments and ratifications thereof, insofar and only insofar, as to the following rights, acreage, and depths, together with all Wells located within such lease Interests.

LEASE NO.	LESSOR	LESSEE	LEASE DATE
ExxonMobil Lease No. 0715988-001	United States of America OCS-G 01082	HUMBLE OIL & REFINING COMPANY	6/1/1962

The Operating Rights in the N/2 S/2 and N/2 N/2 S/2 S/2, West Delta Block 72 from the surface down to 12,013 feet subsea true vertical depth LESS AND EXCEPT ExxonMobil's contractual interest in all producible reservoirs as of 9/18/2009 including, but not limited to, the K-30 Sand penetrated by the WD B72 Exxon Mobil OCS-G01082 No. 10 Well (API #177194065701) between the depths of 15,598 feet and 15,787 feet MD.

LEASE NO.	LESSOR	LESSEE	LEASE DATE
ExxonMobil Lease No. 0715989-001	United States of America OCS-G 01083	HUMBLE OIL & REFINING COMPANY	6/1/1962

The Operating Rights in the NW/4 N/2 SW/4 West Delta Block 73 from the surface to 12,013 feet subsea true vertical depth LESS AND EXCEPT ExxonMobil's contractual interest in all

producible reservoirs as of 9/18/2009 including, but not limited to, the K-30 Sand penetrated by the WD B72 Exxon Mobil OCS-G01082 No. 10 Well (API #177194065701) between the depths of 15,598 feet and 15,787 feet MD.

b) The West Delta 72 Structure B, Structure Number 1, and its associated facilities, pipeline connections, and equipment.

EXCEPTIONS AND RESERVATIONS

EXCEPTED AND RESERVED BY EXXONMOBIL ARE THE FOLLOWING:

(1) All acreage lying outside of the lands described in the above tracts.

(2) All depths lying below 12,013 feet subsea true vertical depth in the lands described in the above tracts.

(3) All producible reservoirs as of 9/18/2009 that are located within the lands described in the above tracts, including, but not limited to, the K-30 Sand penetrated by the WD B72 Exxon Mobil OCS-G01082 No. 10 Well (API #177194065701) between the depths of 15,598 feet and 15,787 feet MD.

Reference to the above instruments include any amendments, ratifications and/or extensions thereof, whether or not such instruments are described herein.

All or a portion of the above instruments may be subject to the following, including any amendments, ratifications and/or extensions thereof, whether or not such instruments are described herein.

6004237-JOA	Offshore Operating Agreement dated December 1, 2009, by and between Newfield Exploration Company and Exxon Mobil Corporation, covering parts of West Delta Blocks 72 and 73 (OCS-G 1082 & 1083), a memorandum of which is recorded in Book 1239 Page 725 File No. 2011-00000281, Conveyance Records of Plaquemines Parish, Louisiana.
1031572	Participation Agreement, effective September 18, 2009, by and between Exxon Mobil Corporation and Newfield Exploration Company, covering parts of West Delta Blocks 72 and 73.
GOM 10-12 ABOS	Assignment and Bill of Sale dated December 1, 2010, by and between Exxon Mobil Corporation and Energy XXI GOM, LLC, recorded in Book 3276 Folio 196 of Jefferson Parish, Louisiana Real Property Records.

6004237-OpRts	Partial Assignment of Operating Rights in Oil and Gas Lease dated effective December 1, 2009, by Exxon Mobil Corporation to Newfield Exploration Company, covering interests in Oil and Gas Lease OCS-G 1082 covering Block 72, West Delta Area, recorded under File NO. 2011-00000279 in Book 1239, Page 713, records of Plaquemines Parish, Louisiana.
6004237-OpRts	Partial Assignment of Operating Rights in Oil and Gas Lease dated effective December 1, 2009, by Exxon Mobil Corporation to Newfield Exploration Company, covering interests in Oil and Gas Lease OCS-G 1083 covering Block 73, West Delta Area, recorded under File NO. 2011-00000280 in Book 1239, Page 719, records of Plaquemines Parish, Louisiana.
6004237-OpRts	Assignment of Operating Rights Interest in Federal OCS Oil and Gas Lease dated effective July 1, 2012, by Newfield Exploration Company to W & T Offshore, Inc., covering interests in Oil and Gas Lease OCS-G 1082 covering Block 72, West Delta Area.
6004237-OpRts	Assignment of Operating Rights Interest in Federal OCS Oil and Gas Lease dated effective July 1, 2012, by Newfield Exploration Company to W & T Offshore, Inc., covering interests in Oil and Gas Lease OCS-G 1083 covering Block 73, West Delta Area.
	Assignment and Bill of Sale, effective July 1, 2012, from Newfield Exploration Company and Newfield Exploration Gulf Coast LLC to W&T Offshore, Inc., covering interests in Oil and Gas Lease OCS-G 1082.
0000197	Order 678-E-1, dated effective July 1, 1967, by the Louisiana Department of Conservation, establishing G-15 Reservoir A of the West Delta Block 73 Field, and to recognize the known productive limits of the Unit, for poolwide operation and approval of a pressure maintenance and secondary recovery program in the G-15 Sand Reservoir A in the West Delta Block 73 Field, Offshore Plaquemines Parish, Louisiana.
0000220	Order 678-H-1, dated effective August 1, 1968, by the Louisiana Department of Conservation, establishing H-5 Reservoir A of the West Delta Block 73 Field, and to recognize the known productive limits of the Unit, for poolwide operation and simultaneously dissolve all previous drilling and production units previously established by Order 678-H for the H-5 Sand, West Delta Block 73 Field, Offshore Plaquemines Parish, Louisiana, as amended and supplemented.
1022457	Marketing Notification Form and Agreement dated September 1, 2010, by and between ExxonMobil Gas & Power Marketing Company, a division of Exxon Mobil Corporation, and Newfield Exploration Company (now W&T Offshore, Inc., as successor in title).
1021984	Gas Processing Agreement, Venice Gas Processing Plant, entered into on July, 1, 2008, between Venice Energy Services Company, L.L.C., acting by and through its operator, Targa Midstream Services Limited Partnership, and ExxonMobil Gas & Power Marketing Company.

EXHIBIT A-2

Attached to and made a part of that certain

ASSIGNMENT AND BILL OF SALE

between

EXXON MOBIL CORPORATION, EXXONMOBIL PIPELINE COMPANY

and

ARENA ENERGY, LP

DESCRIPTION OF WORKING INTERESTS AND NET REVENUE INTERESTS

WEST DELTA BLOCKS 72 AND 73

Working Interest	Net Revenue Interest
50%	41.66666%

EXHIBIT B

Attached to and made a part of that certain

ASSIGNMENT AND BILL OF SALE

between

EXXON MOBIL CORPORATION, EXXONMOBIL PIPELINE COMPANY

and

ARENA ENERGY, LP

EASEMENTS, PERMITS, AND OTHER RIGHTS

WEST DELTA BLOCKS 72 AND 73

The instrument described below, and all amendments and ratifications thereof.

LEASE NO.	LESSOR/GRANTOR	LESSEE/GRANTEE	LEASE DATE
N/A	United States of America OCS-G 28994	Newfield Exploration Company	6/10/2010

Pipeline Right-of-way (ROW) OCS-G 28994 covers the 6 5/8-inch Pipeline Segment No. ("PSN") 18074.

Reference to the above instrument includes any amendments, ratifications and/or extensions thereof, whether or not such instruments are described herein.

All or a portion of the above instrument may be subject to the following, including any amendments, ratifications and/or extensions thereof, whether or not such instruments are described herein.

N/A	Assignment of Federal OCS Pipeline Right-of-Way Grant dated effective July 1, 2012, by Newfield Exploration Company to W & T Offshore, Inc., covering interests in Right-of-Way OCS-G 28994, Segment No. 18074.