



RECEIVED  
ADJUDICATION SECTION  
APR 11 2022

9805 Katy Freeway, Suite G200  
Houston, Texas 77024  
Office: 281-717-5139  
Fax: 281-675-9454  
Email:carrie\_rosas@murphyoilcorp.com

April 11, 2022

VIA FedEx

Bureau of Ocean Energy Management  
1201 Elmwood Park Boulevard  
New Orleans, Louisiana 70123-2394

Re: BOEM Non-Required Documents  
Assignment and Bill of Sale

OCS-G 35862, Green Canyon Blk 345  
OCS-G 35864, Green Canyon Blk 389  
OCS-G 35865, Green Canyon Blk 390  
OCS-G 35868, Green Canyon Blk 434  
OCS-G 34591, Mississippi Canyon Blk 252  
OCS-G 34435, Mississippi Canyon Blk 299  
OCS-G 22877, Mississippi Canyon Blk 431  
OCS-G 34452, Mississippi Canyon Blk 609  
OCS-G 24102, Mississippi Canyon Blk 727  
OCS-G 33764, Mississippi Canyon Blk 895  
OCS-G 31416, South Timber Blk 231  
OCS-G 35867, Green Canyon Blk 433

OCS-G 35662, Green Canyon Blk 478  
OCS-G 27259, Mississippi Canyon Blk 79  
OCS-G 32303, Mississippi Canyon Blk 208  
OCS-G 24055, Mississippi Canyon Blk 209  
OCS-G 24064, Mississippi Canyon Blk 300  
OCS-G 24069, Mississippi Canyon Blk 301  
OCS-G 34438, Mississippi Canyon Blk 431  
OCS-G 34447, Mississippi Canyon Blk 565  
OCS-G 24107, Mississippi Canyon Blk 771  
OCS-G 22873, Mississippi Canyon Blk 387  
OCS-G 32218, South Timber Blk 232  
OCS-G 35324, Mississippi Canyon Blk 254

To whom it may concern-

Enclosed please find pdf copies of the following;

**Title of Document:** Assignment and Bill of Sale

**Identities of Parties to Document:** LLOG Bluewater Holdings, L.L.C. , LLOG Exploration Offshore,  
L.L.C. and Murphy Exploration & Production Company - USA

**Leases effected:**

OCS-G 35862, Green Canyon Blk 345  
OCS-G 35864, Green Canyon Blk 389  
OCS-G 35865, Green Canyon Blk 390  
OCS-G 35868, Green Canyon Blk 434  
OCS-G 34591, Mississippi Canyon Blk 252  
OCS-G 34435, Mississippi Canyon Blk 299  
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Office: 281-717-5139  
Fax: 281-675-9454  
Email: [carrie\\_rosas@murphyoilcorp.com](mailto:carrie_rosas@murphyoilcorp.com)

**Category to be Filed:**

7 = Contracts, Agreements, and Conveyances

**Service Fees:**

Pay.Gov receipt enclosed in the amount of \$116.00

Once this document has been processed as requested, I would appreciate your date stamping and emailing a copy to my attention at [carrie\\_rosas@murphyoilcorp.com](mailto:carrie_rosas@murphyoilcorp.com)

Should you have any questions or require any additional information concerning the enclosed, please contact me at your convenience at 281-675-9136.

Sincerely,

A handwritten signature in blue ink that reads "Carrie Rosas". The signature is written in a cursive style with a long, sweeping underline.

Carrie Rosas  
Lease Analyst  
Murphy Exploration & Production Company- USA

**ASSIGNMENT AND BILL OF SALE**

**UNITED STATES OF AMERICA**

**OUTER CONTINENTAL SHELF**

This Assignment and Bill of Sale (this “**Assignment**”) is effective as of 7:00 a.m. local time at the location of the Assets (defined below) on January 1, 2019 (the “**Effective Time**”), from LLOG Bluewater Holdings, L.L.C., a Delaware limited liability company, and LLOG Exploration Offshore, L.L.C., a Louisiana limited liability company (collectively, the “**Assignors**”, and each, an “**Assignor**”), to Murphy Exploration & Production Company – USA, a Delaware corporation (“**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**Article I**  
**Granting and Habendum**

Assignors, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms set forth herein, do by these presents grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee, its successors and assigns, all of Assignors’ right, title and interest in, to and under the following, without duplication (collectively, the “**Assets**”):

(a) The oil and gas leases and other interests described in Exhibit A, subject to such depth limitations and other limitations set forth on Exhibit A or in the instruments that constitute (or are assignments or conveyances in the chain of title to) the foregoing (collectively, the “**Leases**”);

(b) All oil, gas, water, CO2 or injection wells located on the lands covered by the Leases or Units, whether producing, shut-in, plugged or abandoned (whether temporarily or permanently) (the “**Wells**”), including, without limitation, the wells described in Exhibit B;

(c) Any pools or units which include all or a part of any Leases or any Wells (the “**Units**”, such Units together with the Leases and Wells, or in cases when there is no Unit, the Leases together with the Wells, being hereinafter referred to collectively as the “**Properties**” and individually as a “**Property**”);

(d) (i) All contracts, agreements and instruments that exclusively relate to the Properties, including operating agreements, letter agreements, unitization and pooling agreements, declarations and orders, farmin and farmout agreements, exploration and participation agreements, joint development agreements, area of mutual interest agreements, transportation, processing or gathering agreements, agreements for the sale and purchase of Hydrocarbons, and the transfers, assignments or conveyances in Assignor’s chain of title to the Leases, to the extent and only to the extent that such transfers, assignments or conveyances are directly attributable to the Assigned Interests, (ii) the HHI Contract, and (iii) including, without limitation, those agreements and

instruments identified on Schedule 1.2(d) to the Purchase and Sale Agreement (clauses (i) through (iii) collectively, the “**Contracts**”); *provided* that “Contracts” shall exclude (x) any master service agreements, (y) the instruments constituting the Leases and Surface Contracts, and (z) any hedging contracts or arrangements;

(e) All transferable easements, permits, well licenses, servitudes, rights-of-way, subsurface leases, surface leases and other subsurface or surface rights appurtenant to, and used or held for use primarily in connection with, the Properties, including those identified on Exhibit C (hereinafter collectively referred to as the “**Surface Contracts**”);

(f) All well equipment, machinery, platforms, fixtures and other such structures, tanks, boilers, buildings, fixtures, injection facilities, saltwater disposal facilities, compression facilities, pumping units and engines, meters, spars, trees, PLETs, jumpers, risers, umbilicals, control assemblies, production handling equipment, flow lines, pipelines, gathering systems, gas and oil treating facilities, machinery, power lines, telephone and telegraph lines, manifolds, buoys, caissons, and other personal property located in or on the Properties or used or held for use primarily in connection with the operation of the Properties, whether located on or off the Properties, in each case, billed to the joint account, including the items identified on Exhibit D (hereinafter collectively referred to as the “**Equipment**”);

(g) All Hydrocarbons in and under and which may be produced and saved from or attributable to the Properties from and after the Effective Time and all inventories of Hydrocarbons produced from or attributable to the Properties that are in storage in tanks or pipelines as of the Effective Time but only to the extent that Assignor receives an upward adjustment to the Purchase Price pursuant to Section 2.3(f) of the Purchase and Sale Agreement in respect of such Hydrocarbons;

(h) All Imbalances as of the Effective Time;

(i) All lease files; land files; well files; gas and oil sales contract files; gas processing files; division order files; abstracts; title opinions; land surveys; non-confidential logs; maps; engineering data and reports; and files and all other books, records, data, files, maps and, with respect to periods from and after the Effective Time, accounting records, in each case, to the extent specifically related to Assignor’s ownership of the items described in (a) through (h) above and in Assignor’s possession or control, but excluding the Excluded Records (collectively, except for the Excluded Records, the “**Records**”); *provided, however*, that Assignor may retain copies of the Records, or to the extent Assignor has determined all or any portion of the Records may be required for operations, litigation, Tax, accounting and auditing purposes, Assignor may retain the originals of such Records and shall instead provide Assignee with copies of such retained Records;

(j) All proprietary seismic data covering the lands covered by the Leases and Units and reprocessed data (and related maps) in respect thereof, together with any seismic data reprocessed by Assignor (and related maps) for which Assignee, on or prior to the Closing, has obtained an appropriate license from the seismic contractor, together with any available interpreted horizons, faults, polygons and reservoir maps generated from the

original/reprocessed data, to the extent disclosure or transfer of same is permitted under such license obtained by Assignee; and

(k) The DH LLC Class A Membership Interests.

**SAVING, EXCEPTING AND RESERVING** to Assignors, however, all of the following assets: with respect to Assignors, (1) the Excluded Records; (2) the items expressly identified on Exhibit E; (3) all rights to any refund of, or rebate, abatement or recovery for, Taxes or other costs borne by Assignor or Assignor's predecessors in interest and title attributable to periods prior to the Effective Time; (4) solely to the extent relating to the Seller Indemnity Obligations, all rights relating to existing claims and causes of action (including insurance claims under policies of insurance or claims to the proceeds of insurance), whether or not asserted, that accrued during or are attributable to events or circumstances before the Effective Time that may be asserted against a third Person; (5) solely to the extent relating to the Seller Indemnity Obligations, all rights of Assignor under Contracts, including rights to audit Property Costs and to receive refunds or reimbursements in connection with same, attributable to periods before the Effective Time; (6) bonds, letters of credit, guarantees and any other Financial Assurances posted by or on behalf of Assignor, and all bonds, Permits, licenses and authorizations that are area-wide or are used in the conduct of Assignor's business generally; (7) all trade credits, account receivables, note receivables, take-or-pay amounts receivable, and other receivables attributable to the Assets (excluding Hydrocarbon inventories subject to item (g) described above for which Assignor receives an upward adjustment to the Purchase Price) with respect to any period of time prior to the Effective Time, as determined in accordance with GAAP; (8) computer software, IT systems, trademarks, trade secrets, patents, copyrights, trade names and other intellectual property rights and/or proprietary technology; (9) all vehicles and vessels used in connection with the Assets, and leased equipment or other leased personal property; (10) all offices and office leases, and computers, phones, furniture and personal effects located therein or off the Properties or only temporarily located on the Properties; (11) any and all files, records, contracts and documents relating to Assignor's efforts to sell the Assets (or any other discussions or negotiations regarding the sale or other disposition of any of the Assets), including any research, valuation or pricing information prepared by Assignor and/or its consultants in connection therewith, and any bids received for such interests and information and correspondence in connection therewith; (12) except for any Contracts set forth on Schedule 1.2(d) to the Purchase and Sale Agreement, Schedule 4.10(b) to the Purchase and Sale Agreement or Exhibit C attached hereto, all Contracts between Assignor and any Affiliate of Assignor, including Assignor's rights, benefits, duties and obligations thereunder; (13) any books, records, data, files, contracts, agreements, permits, authorizations, immunities, easements and similar instruments (A) restricted from transfer or disclosure by their respective terms or third-party agreement and the necessary consents are not obtained pursuant to Section 6.6 of the Purchase and Sale Agreement, or (B) the transfer or disclosure of which is subject to payment of a fee or other consideration under any license agreement or other agreement with a Person other than an Affiliate of Assignor, and for which no required consent has been received or for which Assignee has not agreed in writing to pay the fee or other consideration, as applicable; (14) all of Assignor's cash and cash equivalents on hand and in banks; (15) the Seller Policies and other insurance policies relating to the Assets and all claims, credits, causes of action or rights thereunder; (16) all rights of Assignor arising under the Purchase and Sale Agreement or the transactions contemplated hereby; (17) all Hydrocarbons produced and saved from or attributable to the Properties prior to the Effective Time; (18) agreements related to Assignor's offices, insurance contracts and personnel

health insurance and assets of any Benefit Plans maintained, sponsored or contributed to by Assignor or any of its Affiliates; (19) Excluded Data; (20) any hedging arrangements to which the Assets (or Assignee as successor-in-interest to Assignor) are or would be subject to post-Closing; and (21) the DH LLC Class B Membership Interests.

**TO HAVE AND TO HOLD** all and singular the Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereto appertaining unto Assignee and its successors, legal representatives and assigns forever, subject to the matters set forth in this Assignment.

## **Article II Special Warranty**

This Assignment is made without warranty of title, whether express, implied or otherwise, except as to the Special Warranty of Defensible Title to the Assets owned by each Assignor against all claims arising by, through or under each such Assignor, but not otherwise. Assignee hereby acknowledges and agrees that the Special Warranty of Defensible Title is subject to the Purchase and Sale Agreement and all limitations set forth therein.

## **Article III Miscellaneous**

1. This Assignment is delivered pursuant to that certain Purchase and Sale Agreement dated April 19, 2019, as amended by First Amendment to Purchase and Sale Agreement dated May 31, 2019, each executed by and among Assignors and Assignee (collectively, the **“Purchase and Sale Agreement”**), and nothing in this Assignment shall operate to limit, increase, release, or impair any of Assignors’ or Assignee’s respective rights, obligations, remedies or indemnities in the Purchase and Sale Agreement. The Purchase and Sale Agreement contains certain representations, warranties and agreements between the Parties, which shall survive the delivery of this Assignment in accordance with the terms of the Purchase and Sale Agreement. Capitalized terms used in this Assignment shall have the meanings prescribed in this Assignment where such capitalized terms are defined; *provided, however*, that capitalized terms used in this Assignment and not otherwise defined shall have the meanings given to such terms in the Purchase and Sale Agreement. Each defined term shall be equally applicable both to the singular and the plural forms of the term so defined. To the extent the terms and provisions of this Assignment are in conflict, or inconsistent, with the terms and provisions of the Purchase and Sale Agreement, the terms and provisions of the Purchase and Sale Agreement shall control. For purposes of notice to third parties, however, Assignors and Assignee expressly represent and acknowledge that a third party may rely on the descriptions of the Assets contained herein for purposes of determining title thereto.

2. This Assignment shall apply to, be binding in all respects upon, and inure to the benefit of the Parties and their respective successors and permitted assigns; *provided, however*, no transfer or assignment by Assignee of any of its rights or interests in and to the Assets, or any portion thereof, shall relieve Assignee of any of its obligations or liabilities under this Assignment or under the Purchase and Sale Agreement.

3. Subject to the indemnities and limitations set forth in the Purchase and Sale Agreement, Assignee assumes and hereby agrees to assume, fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid or discharged) the Assumed Seller Obligations, as such term is defined in the Purchase and Sale Agreement. Further, with respect to each of the Contracts, Assignee hereby assumes and agrees to fulfill, perform, pay and discharge all of Assignors' obligations with respect to each of the Contracts, to the same extent and with the same force and effect as if each such Contract was specifically identified in this section, subject to the Purchase and Sale Agreement and all limitations set forth therein.

4. **EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE 4 OF THE PURCHASE AND SALE AGREEMENT, THE CERTIFICATE OF ASSIGNOR TO BE DELIVERED PURSUANT TO SECTION 9.2(H) OF THE PURCHASE AND SALE AGREEMENT, THE SPECIAL WARRANTY SET FORTH IN ARTICLE II HEREOF OR, EXCEPT AS TO FRAUD, WITH RESPECT TO THE ASSETS OR THE ASSIGNED INTERESTS AND THE TRANSACTIONS CONTEMPLATED HEREBY, (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, AND (II) ASSIGNEE HAS NOT RELIED UPON, AND ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR, ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EQUITY OWNERS, CONSULTANTS, REPRESENTATIVES OR ADVISORS (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY EMPLOYEE, AGENT, OFFICER, DIRECTOR, MEMBER, MANAGER, EQUITY OWNER, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES). EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE 4 OF THE PURCHASE AND SALE AGREEMENT, THE CERTIFICATE OF ASSIGNOR TO BE DELIVERED PURSUANT TO SECTION 9.2(H) OF THE PURCHASE AND SALE AGREEMENT, THE SPECIAL WARRANTY SET FORTH IN ARTICLE II HEREOF OR, EXCEPT AS TO FRAUD, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS, AND ASSIGNEE ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED UPON, ANY REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSIGNED INTERESTS OR ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, EXISTENCE, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES OR OTHER MINERALS IN OR FROM THE ASSETS OR ANY RESERVES ATTRIBUTABLE TO THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE PRODUCTION OF PETROLEUM SUBSTANCES FROM THE ASSETS, (VI) ANY ESTIMATES OF OPERATING COSTS AND CAPITAL REQUIREMENTS FOR ANY WELL, OPERATION, OR PROJECT, (VII) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN, MARKETABILITY OR ENVIRONMENTAL CONDITION OF THE ASSETS, (VIII) THE CONTENT,**

CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY THIRD PARTIES, (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT, TRADEMARK, TRADE DRESS, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT, (X) THE PHYSICAL STATE, ORIGIN, QUANTITY, QUALITY, SAFETY, TITLE, COMPLIANCE WITH LAWS, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR CONDITION OF ANY OF THE ASSETS INCLUDING ANY PROPERTY, PLANT OR EQUIPMENT USED IN THE OPERATION OF ANY OF THE ASSETS OR THE ASSIGNED INTERESTS OR THE PRODUCTION, TRANSPORTATION OR SALE OF PETROLEUM SUBSTANCES BY OR ON BEHALF OF ASSIGNOR, (XI) ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF HAZARDOUS MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT OR THE AMOUNT OF ANY FUTURE COSTS OR LIABILITIES ASSOCIATED WITH DECOMMISSIONING OBLIGATIONS OR ENVIRONMENTAL OBLIGATIONS RELATED TO THE ASSETS OR THE ASSIGNED INTERESTS OR (XII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EQUITY OWNERS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AND SALE AGREEMENT OR THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE ASSIGNED INTERESTS, INCLUDING THE ASSIGNED INTEREST IN WELLS AND EQUIPMENT, IN ITS PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE, INCLUDING THE INVESTIGATION OF THE PHYSICAL CONDITION OF THE ASSETS AND THE SURFACE AND SUBSURFACE CONDITIONS. SUBJECT TO SECTION 11.2 OF THE PURCHASE AND SALE AGREEMENT ASSIGNEE ASSUMES THE RISK THAT ADVERSE PHYSICAL CONDITIONS, INCLUDING THE PRESENCE OF UNKNOWN, ABANDONED OR UNPRODUCTIVE OIL WELLS, GAS WELLS, EQUIPMENT, PITS, LANDFILLS, FLOWLINES, PIPELINES, WATER WELLS, INJECTION WELLS AND SUMPS, WHICH MAY OR MAY NOT HAVE BEEN REVEALED BY ASSIGNEE'S INVESTIGATION, ARE LOCATED THEREON OR THEREIN, WHETHER DISCOVERED, DISCOVERABLE, HIDDEN, KNOWN OR UNKNOWN TO ASSIGNEE.

5. EXCEPT FOR ANY REAL PROPERTY ISSUES, WHICH SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE IN WHICH SUCH REAL PROPERTY IS LOCATED OR ADJACENT TO (WITHOUT REFERENCE TO THE CHOICE OF LAW RULES OF



SUCH STATE), THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CONFLICT OR CHOICE OF LAW PROVISION THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. THE VENUE FOR ANY ACTION BROUGHT UNDER THIS ASSIGNMENT SHALL BE HARRIS COUNTY, TEXAS. EACH PARTY CONSENTS TO PERSONAL JURISDICTION IN ANY ACTION BROUGHT IN THE UNITED STATES FEDERAL COURTS LOCATED WITHIN HARRIS COUNTY, TEXAS (OR, IF JURISDICTION IS NOT AVAILABLE IN THE UNITED STATES FEDERAL COURTS, TO PERSONAL JURISDICTION IN ANY ACTION BROUGHT IN THE STATE COURTS LOCATED IN HARRIS COUNTY, TEXAS) WITH RESPECT TO ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR IN RELATION TO OR IN CONNECTION WITH THIS ASSIGNMENT, AND EACH OF THE PARTIES AGREES THAT ANY ACTION INSTITUTED BY IT AGAINST THE OTHER WITH RESPECT TO ANY SUCH DISPUTE, CONTROVERSY OR CLAIM WILL BE INSTITUTED EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION (OR, IF JURISDICTION IS NOT AVAILABLE IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION, THEN EXCLUSIVELY IN THE STATE COURTS LOCATED IN HARRIS COUNTY, TEXAS). THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER IN ANY MATTER WHATSOEVER ARISING OUT OF OR IN RELATION TO OR IN CONNECTION WITH THIS ASSIGNMENT.

6. The Exhibits referred to in this Assignment are hereby incorporated into this Assignment by reference and constitute a part of this Assignment.

7. Each Party agrees to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Assignment and the Purchase and Sale Agreement or of any document delivered pursuant to the Purchase and Sale Agreement.

8. If any term or other provision of this Assignment is held invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect. Notwithstanding the foregoing, upon such determination that any term or other provision of this Assignment is invalid, illegal or incapable of being enforced only in part or degree shall remain in full force and effect to the extent not held invalid, illegal or incapable of being enforced.

9. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment.

10. Nothing in this Assignment shall cause any Person other than the Parties hereto, including any current or former director, officer, employee, member, manager, director, partner, investor, shareholder, agent, representative or Affiliate (the "**Non-Recourse Parties**"), to have any liability to the Parties hereto, and the Parties hereto shall have no recourse against any Person other than the Parties hereto in connection with any Damages, claim or cause of action arising out of, or

in relation to, this Assignment and any instruments, documents or discussions in connection therewith, whether pursuant to any claims for negligence or misconduct or any other claims otherwise available or asserted at Law or in equity; provided that the foregoing is not intended to prevent any claims against any Non-Recourse Party arising under the theory of piercing the corporate veil or out of such Non-Recourse Party's fraud or willful misconduct. Each Non-Recourse Party is expressly intended as a third-party beneficiary of this Assignment.

11. To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county or parish may contain only that portion of the exhibits that describes Assets located in that county or parish. In addition to filing this Assignment, the Parties shall execute and file with appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument.

12. This Assignment may be executed and delivered in any number of counterparts, each of which shall be valid and binding with respect to the signatories thereto, and all of which, when taken together, shall constitute one and the same conveyance.

*[Signature and Acknowledgment Pages Follow]*

IN WITNESS WHEREOF, this Assignment has been executed by each of the Parties as of the dates of the acknowledgments below but shall be effective as of the Effective Time.

WITNESSES:



Name: Judy Reimel



Name: April Pertuit

ASSIGNOR:

LLOG BLUEWATER HOLDINGS, L.L.C.

By: 

Philip S. LeJeune  
President and Chief Executive Officer

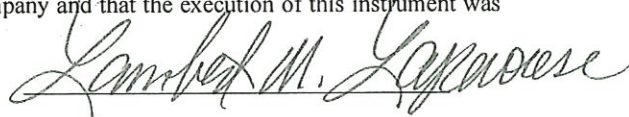
ACKNOWLEDGEMENT

STATE OF LOUISIANA

§  
§  
§

PARISH OF ST. TAMMANY

This Assignment was acknowledged before me on this 31 day of May, 2019, by Philip S. LeJeune, known to me to be the President and Chief Executive Officer of **LLOG Bluewater Holdings, L.L.C.**, a Delaware limited liability company, who affirmed the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.



Notary Name: Lambert M. Laperouse

Notary Public for the State of Louisiana  
Parish of St. Tammany  
Notary ID/Commission No: 08034

My commission is for life.



FILED AND RECORDED, JEFFERSON PARISH, LOUISIANA  
11932565 DATE 7/15/2019 12:09:27 PM  
JON A. GEGENHEIMER CLERK OF COURT & RECORDER  
CERTIFIED TRUE COPY

BY   
DEPUTY CLERK & RECORDER  
MB BOOK 4835 PAGE 815

**WITNESSES:**

Judy Reimel  
Name: Judy Reimel

April Pertuit  
Name: April Pertuit

**ASSIGNOR:**

**LLOG EXPLORATION OFFSHORE, L.L.C.**

By: Philip S. LeJeune  
Philip S. LeJeune  
President and Chief Executive Officer

**ACKNOWLEDGEMENT**

**STATE OF LOUISIANA**

§

**PARISH OF ST. TAMMANY**

§

§

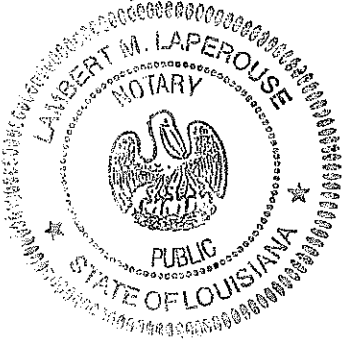
This Assignment was acknowledged before me on this 31 day of May, 2019, by Philip S. LeJeune, known to me to be the President and Chief Executive Officer of **LLOG Exploration Offshore, L.L.C.**, a Louisiana limited liability company, who affirmed the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.

Lambert M. Laperouse

Notary Name: Lambert M. Laperouse

Notary Public for the State of Louisiana  
Parish of St. Tammany  
Notary ID/Commission No: 08034

My commission is for life.



WITNESSES:

[Signature]  
Name: WALTER HAMILTON

[Signature]  
Name: PETER F. LEVONOWICH

ASSIGNEE:

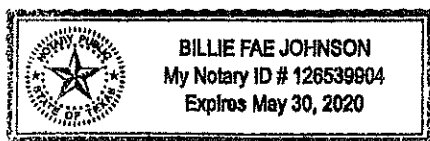
**MURPHY EXPLORATION & PRODUCTION  
COMPANY – USA**

By: [Signature]  
Dan Hanchera  
Senior Vice President

ACKNOWLEDGEMENT

STATE OF Texas §  
COUNTY/PARISH OF Harris §

This Assignment was acknowledged before me on this 31 day of May, 2019, by Dan Hanchera, known to me to be the Senior Vice President of **Murphy Exploration & Production Company – USA**, a Delaware corporation, who affirmed the foregoing instrument was signed on behalf of such company and that the execution of this instrument was the free act and deed of such company.



[Signature]  
Notary Name: Billie Fae Johnson  
Notary Public for the State of Texas  
County/Parish of Harris  
Notary ID/Commission No: 126539804

My commission expires: May 30, 2020

**Exhibit A – Leases**

**Attached to and made a part of that certain Assignment and Bill of Sale,  
effective as of January 1, 2019,  
by and between LLOG Bluewater Holdings, L.L.C. and  
LLOG Exploration Offshore, L.L.C., collectively, as Assignors,  
and Murphy Exploration & Production Company - USA, as Assignee**

Prospect Name	Federal/State Lease No.	Area/Block	Type
<b><u>DEVELOPED PROSPECT LEASES</u></b>			
GC 345/389/390/434 (Khaleesi)	OCS-G 35862	GC 345	RTI
GC 345/389/390/434 (Khaleesi)	OCS-G 35864	GC 389	RTI
GC 345/389/390/434 (Khaleesi)	OCS-G 35865	GC 390	RTI
GC 345/389/390/434 (Khaleesi)	OCS-G 35868	GC 434	RTI
GC 478 (Mormont)	OCS-G 35662	GC 478	RTI
MC 079 (Otis)	OCS-G 27259	MC 79	RTI
MC 208/209/252/253 (Neidermeyer)	OCS-G 32303 <sup>1</sup>	MC 208	RTI/Op Rts
MC 208/209/252/253 (Neidermeyer)	OCS-G 24055	MC 209	RTI
MC 208/209/252/253 (Neidermeyer)	OCS-G 35491	MC 252	RTI
MC 255/256/299/300 (Marmalard)	OCS-G 24064 <sup>2</sup>	MC 255	RTI
MC 255/256/299/300 (Marmalard)	OCS-G 22868 <sup>2</sup>	MC 300	RTI
MC 255/256/299/300 (Marmalard)	OCS-G 34435	MC 299	RTI/Op Rts
MC 301 (Marmalard - East)	OCS-G 24069 <sup>2</sup>	MC 301	RTI
MC 387/431/386 (SoB II)	OCS-G 22877 <sup>2</sup>	MC 431	RTI
MC 387/431/386 (SoB II)	OCS-G 34438	MC 386	RTI
MC 565/609 (Calliope)	OCS-G 34452	MC 609 (N/2)	Op Rts
MC 565/609 (Calliope)	OCS-G 34447	MC 565 (S/2)	RTI/Op Rts
MC 727/771 (Kodiak)	OCS-G 24102	MC 727	RTI/Op Rts
MC 727/771 (Kodiak)	OCS-G 24107	MC 771	RTI/Op Rts
MC 895 (Ourse)	OCS-G 33764	MC 895	RTI
MCN 387 (Nearly Headless Nick)	OCS-G 22873 <sup>2</sup>	MC 387	RTI
ST 231/232 (Powerball)	OCS-G 31416	ST 231	RTI
ST 231/232 (Powerball)	OCS-G 32218	ST 232	RTI

1 – Overriding Royalty Interests owned by LEO and LBH set forth on Exhibit E are specifically excluded as listed on Exhibit E

2 – Operating Rights below 22,000' TVD retained by LEO as Excluded Assets

Prospect Name	Federal/State Lease No.	Area/Block	Assignors WI	Assignors NRI	Breakdown of Assignors' interests	Comments	Type
<b>EXPLORATORY PROSPECT LEASES</b>							
GC 433 (Longclaw)	OCS-G 35867	GC 433	0.3500 BCP <sup>3</sup> 0.3400 ACP <sup>3</sup>	0.26464582	LEO <sup>1</sup> 0.231 BCP <sup>3</sup> WI; 0.2244 ACP <sup>3</sup> WI; 0.17347482 NRI LBH <sup>2</sup> 0.119 BCP <sup>3</sup> WI; 0.1156 ACP <sup>3</sup> WI; 0.0911710 NRI	INSOFAR AND ONLY INSOFAR as to Record Title interests in E/2 E/2; E/2 W/2 E/2 of GC 433	RTI
MC 254 (Ramis)	OCS-G 35324	MC 254	0.5000000	0.36496250	LEO <sup>1</sup> 0.005 WI; 0.0036880 NRI LBH <sup>2</sup> 0.495 WI; 0.3612745 NRI		RTI
MC 565	OCS-G 34447	MC 565 (N/2)	0.5000000	0.38921250	LEO <sup>1</sup> 0.005 WI; 0.00393305 NRI  LBH <sup>2</sup> 0.495 WI; 0.38527945 NRI	Interests reflected for Operating Rights, N/2 of Block, 0'- 20,000' TVDSS; Assignors also own 100% RTI (LEO 1%; LBH 99%)	RTI/Op Rts

1 LEO = LLOG Exploration Offshore, L.L.C.

2 LBH = LLOG Bluewater Holdings, L.L.C.

3 BCP and ACP are as defined in that certain Program Agreement dated effective October 1, 2013, as amended, among Houston Energy, L.P. and Red Willow Offshore, LLC, et al and Joint Exploration and Development Agreement dated effective October 1, 2013 between Houston Energy L.P., et al and LLOG Exploration Offshore, L.L.C., et al

**Exhibit B - Wells**

**Attached to and made a part of that certain Assignment and Bill of Sale,  
effective as of January 1, 2019,  
by and between LLOG Bluewater Holdings, L.L.C. and  
LLOG Exploration Offshore, L.L.C., collectively, as Assignors,  
and Murphy Exploration & Production Company - USA, as Assignee**

<b>Prospect</b>	<b>Well Name</b>	<b>API No.</b>
GC 345/389/390/434 (Khaleesi)	OCS-G 35865 SS001 ST00 BP01 (GC 390)	608114067901
GC 345/389/390/434 (Khaleesi)	OCS-G 35865 SS002 ST01 BP00 (GC 390)	608114068801
GC 478 (Mormont)	OCS-G 35662 SS001	608114068000
GC 478 (Mormont)	OCS-G 35662 SS002	608114068901
MC 079 (Otis)	OCS-G 27259 SS01 ST02BP00	608174128303
MC 208/209/252/253 (Neidermeyer)	OCS-G 24055 #SS001 (MC 209)	608174126100
MC 208/209/252/253 (Neidermeyer)	OCS-G 24062 #SS001 (MC 253)	608174124500
MC 208/209/252/253 (Neidermeyer)	OCS-G 32303 #SS001 (MC 208)	608174128800
MC 208/209/252/253 (Neidermeyer)	OCS-G 35491 #001 (MC 252)	608174130400
MC 255/256/299/300 (Marmalard)	OCS-G 22868 #SS002 (MC 300)	608174129500
MC 255/256/299/300 (Marmalard)	OCS-G 22868 #SS001 (MC 300)	608174120600
MC 255/256/299/300 (Marmalard)	OCS-G 24064 #SS001 (MC 255)	608174125800
MC 255/256/299/300 (Marmalard)	OCS-G 24064 #SS002 (MC 255)	608174130500
MC 301 (Marmalard - East)	OCS-G 24069 SS001 (MC 301)	608174135400
MC 387/431/386 (SoB II)	OCS-G 22877 #SS002 ST00BP01 (MC 431)	608174120301
MC 565/609 (Calliope)	OCS-G 34452 #1	608174134700
MC 727/771 (Kodiak)	OCS-G 24102 SS002 (MC 727)	608174117100
MC 727/771 (Kodiak)	OCS-G 24107 SS002 (MC 771)	608174129200
MC 895 (Ourse)	OCS-G 33764 #1 ST03 BP01	608174130804
MC 387 (Nearly Headless Nick)	OCS-G 22873 SS001	608174138900
ST 231/232 (Powerball)	OCS-G 31416 #1 BP1 (ST 231)	177164035601
ST 231/232 (Powerball)	OCS-G 32218 #2 (ST 232)	177164035900



### Exhibit C – Surface Contracts

**Attached to and made a part of that certain Assignment and Bill of Sale,  
effective as of January 1, 2019,  
by and between LLOG Bluewater Holdings, L.L.C. and  
LLOG Exploration Offshore, L.L.C., collectively, as Assignors,  
and Murphy Exploration & Production Company – USA, as Assignee**

Prospect Name	Seller Contract No.	Federal OCS/Segment No.	Segment No.	Current Operator	Contract Date	Footnote
Delta House Project	DH-ROW-001	OCS-G 28681	PSN 18808 (Marmalard)	LLOG Exploration Offshore, L.L.C.	24-Mar-14	1
Delta House Project	DH-ROW-002	OCS-G 28682	PSN 18809, Umb Seg 18980, (Marmalard)	LLOG Exploration Offshore, L.L.C.	24-Mar-14	1
Delta House Project	DH-ROW-003	OCS-G 28685	PSN 18812 (SoB II)	LLOG Exploration Offshore, L.L.C.	25-Mar-14	1
Delta House Project	DH-ROW-004	OCS-G 28686	PSN 18813, Umb Seg 18983 (SoB II)	LLOG Exploration Offshore, L.L.C.	25-Mar-14	1
Delta House Project	DH-ROW-005	OCS-G 28688	PSN 18815 (Oil Export to VK 817 Platform)	LLOG Exploration Offshore, L.L.C.	26-Mar-14	1, 2
Delta House Project	DH-ROW-006	OCS-G 28684	PSN 18811 (Neidermeyer)	LLOG Exploration Offshore, L.L.C.	28-Mar-14	1
Delta House Project	DH-ROW-007	OCS-G 28683	PSN 18810, Umb Seg 18981 (Neidermeyer)	LLOG Exploration Offshore, L.L.C.	28-Mar-14	1
Delta House Project	DH-ROW-008	OCS-G 28687	PSN 18814 (Gas Export to VK 859)	LLOG Exploration Offshore, L.L.C.	02-Apr-14	1, 2
Delta House Project	DH-ROW-009	OCS-G 28689	PSN 18982 (Oil Export - VK 817 Platform to MP 291)	LLOG Exploration Offshore, L.L.C.	19-Dec-13	1, 2
Delta House Project	DH-ROW-010	Segment Nos. 19005, 19006, 19934, 19935	SN 19005, 19006, 19934, 19935 (Marmalard)	LLOG Exploration Offshore, L.L.C.	12-Feb-14	1
Delta House Project	DH-ROW-012	Segment No. 19008	SN 19008 (SoB II)	LLOG Exploration Offshore, L.L.C.	26-Feb-14	1
Delta House Project	DH-ROW-013	OCS-G 28785	SN 19175, 20027 (Neidermeyer)	LLOG Exploration Offshore, L.L.C.	11-Jul-14	1
Delta House Project	DH-ROW-015	Segment No. 19982	SN 19982 (Marmalard)	LLOG Exploration Offshore, L.L.C.	16-Jul-14	1
Delta House Project	DH-ROW-016	OCS-G 29313	SN 19349, 19439 (Otis)	LLOG Exploration Offshore, L.L.C.	05-Feb-18	1
Delta House Project	DH-ROW-017	OCS-G 28786	SN 19932 (Neidermeyer)	LLOG Exploration Offshore, L.L.C.	24-Oct-18	1
Delta House Project	DH-ROW-018	OCS-G 28787	SN 19933 (Neidermeyer)	LLOG Exploration Offshore, L.L.C.	24-Oct-18	1
Delta House Project	DH-ROW-019	Segment No. 19983	SN 19983 (Marmalard)	LLOG Exploration Offshore, L.L.C.	09-Aug-18	1
Delta House Project	DH-ROW-020	Segment No. 19728	SN 19728 (Marmalard East)	LLOG Exploration Offshore, L.L.C.	09-May-17	1
Delta House Project	DH-RUE-001	OCS-G 30242	MC 254 Platform A - Delta House (Complex ID 2513)	LLOG Exploration Offshore, L.L.C.	06-Feb-14	1, 3
MC 208/209/252/253 (Neidermeyer)	RUE PENDING	OCS-G 30362	PENDING (for MC 208 SS001 located on MC Block 253)	LLOG Exploration Offshore, L.L.C.	PENDING	1, 3

Prospect Name	Seller Contract No.	Federal OCS/Segment No.	Segment No.	Current Operator	Contract Date	Footnote
MC 208/209/252/253 (Neidermeyer)	RUE PENDING	OCS-G 30363	PENDING (for MC 252 SS001 located on MC Block 253)	LLOG Exploration Offshore, L.L.C.	PENDING	1, 3
MC 208/209/252/253 (Neidermeyer)	MC208-RUE-001	OCS-G 30356	MC 253 SS001 located on MC Block 253	LLOG Exploration Offshore, L.L.C.	05-Apr-19	1, 3
ST 231/232 (Powerball)	ST231-RW001	Segment Nos. 19059, 19060	SN 19059, 19060 (Powerball)	LLOG Exploration Offshore, L.L.C.	26-Mar-14	1
MC 387 (Nearly Headless Nick)		Segment Nos. 20122, 20123	SN 20122, 20123	LLOG Exploration Offshore, L.L.C.	PENDING	1, 4

- 1 - Ownership held in Operator's name (100%) on behalf of all working interest owners.
- 2 - WI fluctuates based on active well allocations at time of work
- 3 - BSEE does not approve transfers of a RUE and Purchaser will need to apply for and obtain a new RUE from BSEE in the Operator's name. With respect to OCS-G 30362 and 30363, the final RUE approval letters are still pending; however, RUE numbers have been assigned.
- 4 - A permit application for a lease term pipeline system for MC 387 Subsea Well SS001 was filed with BSEE on February 5, 2019 and approval is pending.

**Exhibit D – Equipment**

Attached to and made a part of that certain Assignment and Bill of Sale,  
effective as of January 1, 2019,  
by and between LLOG Bluewater Holdings, L.L.C. and  
LLOG Exploration Offshore, L.L.C., collectively, as Assignors,  
and Murphy Exploration & Production Company – USA, as Assignee

Tree #(1)	Property Allocation	Working Interest Percentage
52: TechnipFMC 15k Enhanced Horizontal Subsea Tree complete with FF trim in production bore and F22 composite valve block.	GC390 Khaleesi	0.340000
53: TechnipFMC 15k Enhanced Horizontal Subsea Tree complete with FF trim in production bore and F22 composite valve block.	GC390 Khaleesi	0.340000
54: TechnipFMC 15k Enhanced Horizontal Subsea Tree complete with FF trim in production bore and F22 composite valve block.	GC390 Khaleesi	0.340000
55: TechnipFMC 15k Enhanced Horizontal Subsea Tree complete with FF trim in production bore and F22 composite valve block.	GC478 Mormont	0.340000
63: TechnipFMC 15k Enhanced Horizontal Subsea Tree complete with FF trim in production bore and F22 composite valve block.	GC478 Mormont	0.340000
NHN Tree: TechnipFMC 10k Enhanced Horizontal Subsea Tree complete with EE trim in production bore.	MC387 Nearly Headless Nick	0.268432

- (1) Tree includes one set of rig books for use during installation. Subsea choke is a MasterFlo choke with 5k operator.

### Exhibit E – Other Excluded Assets

**Attached to and made a part of that certain Assignment and Bill of Sale, effective as of January 1, 2019, by and between LLOG Bluewater Holdings, L.L.C. and LLOG Exploration Offshore, L.L.C., collectively as Assignors, and Murphy Exploration & Production Company – USA, as Assignee**

<b>Prospect</b>	<b>Area/Block</b>	<b>Federal Lease No.</b>	<b>Exclusion</b>
MC 208/209/252 (Neidermeyer)	MC 208	OCS-G 32303	LEO ORRI <sup>1</sup>
MC 208/209/252 (Neidermeyer)	MC 208	OCS-G 32303	LBH ORRI <sup>1</sup>
MC 255/299/300 (Marmalard)	MC 255	OCS-G 24064	LEO's Operating Rights interest below 22,000' TVD
MC 255/299/300 (Marmalard)	MC 300	OCS-G 22868	LEO's Operating Rights interest below 22,000' TVD
MC 301 (Marmalard East)	MC 301	OCS-G 24069	LEO's Operating Rights interest below 22,000' TVD
MC 387 (Nearly Headless Nick)	MC 387	OCS-G 22873	LEO's Operating Rights interest below 22,000' TVD
MC 431 (SoB II)	MC 431	OCS-G 22877	LEO's Operating Rights interest below 22,000' TVD
All Prospects	various	various	LLOG Deepwater Royalty Company, L.L.C. ORRIs <sup>2</sup>
All Prospects	Various	Various	Stork Holdings I LLC (formerly Stork Holdings Corp.) ORRIs <sup>3</sup>
Delta House FPS LLC			Class B Shares
Delta House FPS LLC			All Class A and Class B shares owned by The Gerald A. Boelte 2012 Family Trust/Grand Delta House, LLC
			6" Titanium Stress Joint (Gr29) under PO No. 203131-053 Rev.1 dated 11/30/18 <sup>4</sup>

- <sup>1</sup> a) Assignment of Operating Rights Interest in Federal OCS Oil and Gas Lease dated effective August 1, 2008, approved by the BOEM on March 15, 2011, by and between LLOG Exploration Offshore, L.L.C., as Assignor, and HE&D Offshore, L.P., et al., as Assignee, with attached Assignment of Oil and Gas Lease Operating Rights dated effective August 1, 2008, by and between the same parties, recorded on March 24, 2011 in COB 1243, at Page 153, File No. 2011-00001254, Plaquemines Parish, Louisiana;
- b) Correction and Conveyance of Overriding Royalty Interest dated effective February 1, 2012, by and between LLOG Exploration Offshore, L.L.C., et al., as Parties, filed in BOEM's non-required records on September 11, 2012 and recorded on August 24, 2012 in COB 1276, at Page 405, File No. 2012-00003975, Plaquemines Parish, Louisiana;

- c) Stipulation of Ownership Interests dated effective August 1, 2012, by and between LLOG Exploration Offshore, L.L.C., et al., as Parties, filed in BOEM's non-required records on December 5, 2012, and recorded on November 20, 2012 in COB 1282, at Page 304, File No. 2012-00005307, Plaquemines Parish, Louisiana;
  - d) Assignment of Overriding Royalty Interest effective August 1, 2012, by and between LLOG Exploration Offshore, L.L.C., as Assignor, and LLOG Bluewater Holdings, L.L.C., as Assignee, recorded in COB 1282, at Page 649, File No. 2012-00005398, Plaquemines Parish, Louisiana (MC 208); and
  - e) Stipulation of Ownership Interests dated effective August 1, 2012, by and between LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C. and Crux1, LLC, recorded on September 14, 2018 in COB 1402, at Page 602, File No. 2018-00003421, Plaquemines Parish, Louisiana.
- <sup>2</sup>
- a) Assignment of Overriding Royalty Interest effective August 1, 2012, by and between LLOG Exploration Offshore, L.L.C., et al., as Assignor, and LLOG Deepwater Royalty Company, L.L.C., as Assignee, recorded in (i) COB 1282, page 440, File No. 2012-00005352, Plaquemines Parish, Louisiana and (ii) COB 1906, page 15, File No. 1145166, Lafourche Parish, Louisiana (BS 25, SL 19718, MC 79, MC 208, MC 255, MC 299, MC 300, MC 301, MC 386, MC 387, MC 431, MC 565, MC 895, ST 231 and ST 232);
  - b) Assignment of Overriding Royalty Interest effective January 15, 2013, by and between LLOG Exploration Offshore, L.L.C., et al., as Assignor, and LLOG Deepwater Royalty Company, L.L.C., as Assignee, recorded in COB 1291, page 69, File No. 2013-00001199, Plaquemines Parish, Louisiana (MC 895);
  - c) Assignment of Overriding Royalty Interest effective March 1, 2013, by and between LLOG Exploration Offshore, L.L.C., as Assignor, and LLOG Deepwater Royalty Company, L.L.C., as Assignee, recorded in COB 1295, page 271, File No. 2013-00002433, Plaquemines Parish, Louisiana (MC 209);
  - d) Correction of Assignment of Overriding Royalty Interest effective August 1, 2012, by and between LLOG Exploration Offshore, L.L.C., LLOG Exploration Company, L.L.C and LLOG Deepwater Royalty Company, L.L.C., recorded in COB 1930, page 22, File No. 1158510, Lafourche Parish, Louisiana (ST 231, ST 232);
  - e) Assignment of Overriding Royalty Interest effective March 1, 2013, by and between LLOG Exploration Offshore, L.L.C., et al., as Assignor, and LLOG Deepwater Royalty Company, L.L.C., as Assignee, recorded in COB 1315, page 89, File No. 2014-00001446, Plaquemines Parish, Louisiana (MC 209);
  - f) Assignment of Overriding Royalty Interest effective February 21, 2014, by and between LLOG Exploration Offshore, L.L.C., et al., as Assignor, and LLOG Deepwater Royalty

Company, L.L.C., as Assignee, recorded in COB 1333, page 688, File No. 2015-00000089, Plaquemines Parish, Louisiana (MC 252);

- g) Partial Reconveyance of Overriding Royalty Interest, Release and Relinquishment effective August 1, 2012, by and between LLOG Deepwater Royalty Company, L.L.C., as Assignor, and LLOG Exploration Offshore, L.L.C., et al., as Assignee, recorded in COB 1362, page 729, File No. 2016-00003033, Plaquemines Parish, Louisiana (MC 565);
- h) Amendment to Assignment of Overriding Royalty Interest effective August 1, 2012, by and between LLOG Exploration Offshore, L.L.C., et al., as Assignor, and LLOG Deepwater Royalty Company, L.L.C., as Assignee, recorded in COB 1395, page 755, File No. 2018-00001568, Plaquemines Parish, Louisiana (MC 208);
- i) Partial Reconveyance of Overriding Royalty Interest, Release and Relinquishment effective August 1, 2012, by and between LLOG Deepwater Royalty Company, L.L.C., as Assignor, and LLOG Exploration Offshore, L.L.C., et al., as Assignee, recorded in COB 1396, page 146, File No. 2018-00001682, Plaquemines Parish, Louisiana (MC 386);
- j) Assignment of Overriding Royalty Interest effective June 30, 2016, by and between LLOG Exploration Offshore, L.L.C., et al., as Assignor, and LLOG Deepwater Royalty Company, L.L.C., as Assignee, recorded in COB 1406, page 61, File No. 2018-00004426, Plaquemines Parish, Louisiana (MC 565);
- k) Amendment and Partial Release and Relinquishment of Assignment of Overriding Royalty Interest, dated January 25, 2019, by and between LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., and LLOG Deepwater Royalty Company, L.L.C., as Parties, recorded in COB 1407, page 516, File No. 2019-00000353, Plaquemines Parish, Louisiana (MC 255, MC 299, MC 300, MC 301);
- l) Assignment of Overriding Royalty Interest effective March 1, 2019, by and between LLOG Exploration Offshore, L.L.C., et al., as Assignor, and LLOG Deepwater Royalty Company, L.L.C., as Assignee, recorded in COB 1409, page 336, File No. 2019-00000979, Plaquemines Parish, Louisiana (MC 565, MC 609);
- m) Assignment of Overriding Royalty Interest effective June 1, 2015, by and between LLOG Bluewater Holdings, L.L.C., as Assignor, and LLOG Deepwater Royalty Company, L.L.C., as Assignee, recorded in COB 2023, at Page 48, Instrument No.1209900, Lafourche Parish, Louisiana (GC 478);
- n) Assignment of Overriding Royalty Interest effective March 1, 2013, by and between LLOG Exploration Offshore, L.L.C., et al., as Assignor, and LLOG Deepwater Royalty Company, L.L.C., as Assignee, recorded in COB 1396, at Page 139, File No. 2018-00001681, Plaquemines Parish, Louisiana (MC 209);
- o) Assignment of Overriding Royalty Interest effective August 1, 2016, by and between LLOG Exploration Offshore, L.L.C., as Assignor, and LLOG Deepwater Royalty

Company, L.L.C., as Assignee, recorded in COB 2065, Page 354, Instrument No. 1236453, Lafourche Parish, Louisiana (GC 345, GC 389, GC 390, and GC 434);

- p) Assignment of Overriding Royalty Interest effective August 1, 2016, by and between LLOG Exploration Offshore, L.L.C., as Assignor, and LLOG Deepwater Royalty Company, L.L.C., as Assignee, recorded in COB 2080, at Page 252, Instrument No. 1245581, Lafourche Parish, Louisiana (GC 433);
  - q) Assignment of Overriding Royalty Interest effective November 1, 2016, by and between LLOG Exploration Offshore, L.L.C., et al., as Assignor, and LLOG Deepwater Royalty Company, L.L.C., as Assignee, recorded in COB 1390, at Page 671, File No. 2018-00000015, Plaquemines Parish, Louisiana (MC 565 and MC 609);
  - r) Stipulation of Ownership Interests effective as of various dates set forth in the acknowledgments thereto, by and between LLOG Exploration Offshore, L.L.C., et al., as Parties, and LLOG Deepwater Royalty Company, L.L.C., et al., as Overriding Royalty Owners, recorded in COB 1394, at Page 799, File No. 2018-00001255, Plaquemines Parish, Louisiana (MC 609);
  - s) Assignment of Overriding Royalty Interest effective April 1, 2013, by and between LLOG Exploration Offshore, L.L.C., et al., as Assignor, and LLOG Deepwater Royalty Company, L.L.C., as Assignee, recorded in COB 1301, at Page 429, File No. 2013-00003994, Plaquemines Parish, Louisiana (MC 727, MC 771);
  - t) Ratification of Correction of Assignment of Overriding Royalty Interest effective August 1, 2012, by LLOG Bluewater Holdings, L.L.C., as Appearer, recorded in COB 1953, at Page 424, Instrument No. 1170525, Lafourche Parish, Louisiana (ST 231, ST 232); and
  - u) Ratification of Assignment of Record Title Interest effective May 18, 2012, by LLOG Deepwater Royalty Company, L.L.C., et al., as Appearers, recorded in COB 2131, at Page 463, Instrument No. 1274950, Lafourche Parish, Louisiana (ST 231, ST 232).
- <sup>3</sup>
- a) Assignment of Overriding Royalty Interest effective August 1, 2012, by and between LLOG Bluewater Holdings, L.L.C., as Assignor, and Stork Holdings Corp., as Assignee, recorded in (i) COB 1283, page 846, File No. 2012-00005590, Plaquemines Parish, Louisiana and (ii) COB 1913, page 502, File No. 1148812, Lafourche Parish, Louisiana (BS 25, SL 19718, MC 79, MC 208, MC 255, MC 299, MC 300, MC 301, MC 386, MC 387, MC 431, MC 565, MC 895, ST 231 and ST 232);
  - b) Assignment of Overriding Royalty Interest effective January 15, 2013, by and between LLOG Bluewater Holdings, L.L.C., as Assignor, and Stork Holdings Corp., as Assignee, recorded in COB 1292, page 83, File No. 2013-00001530, Plaquemines Parish, Louisiana (MC 895);
  - c) Assignment of Overriding Royalty Interest effective March 1, 2013, by and between LLOG Bluewater Holdings, L.L.C., as Assignor, and Stork Holdings Corp., as Assignee,

recorded in COB 1298, page 896, File No. 2013-00003295, Plaquemines Parish, Louisiana (MC 209);

- d) Correction of Assignment of Overriding Royalty Interest effective August 1, 2012, by and between LLOG Bluewater Holdings, L.L.C. and Stork Holdings Corp., as Parties, recorded in COB 1935, page 152, File No. 1161332, Lafourche Parish, Louisiana (ST 231, ST 232);
- e) Assignment of Overriding Royalty Interest effective March 1, 2013, by and between LLOG Bluewater Holdings, L.L.C., as Assignor, and Stork Holdings Corp., as Assignee, recorded in COB 1315, page 83, File No. 2014-00001445, Plaquemines Parish, Louisiana (MC 209);
- f) Assignment of Overriding Royalty Interest effective February 21, 2014, by and between LLOG Bluewater Holdings, L.L.C., as Assignor, and Stork Holdings Corp., as Assignee, recorded in COB 1334, page 483, File No. 2015-00000179, Plaquemines Parish, Louisiana (MC 252);
- g) Partial Reconveyance of Overriding Royalty Interest, Release and Relinquishment effective August 1, 2012, by and between Stork Holdings Corp., as Assignor, and LLOG Bluewater Holdings, L.L.C. as Assignee, recorded in COB 1362, page 724, File No. 2016-00003032, Plaquemines Parish, Louisiana (MC 565);
- h) Amendment to Assignment of Overriding Royalty Interest effective August 1, 2012, by and between LLOG Bluewater Holdings, L.L.C. and Stork Holdings Corp., as Parties, recorded in COB 1396, page 151, File No. 2018-00001683, Plaquemines Parish, Louisiana (MC 208);
- i) Partial Reconveyance of Overriding Royalty Interest, Release and Relinquishment effective August 1, 2012, by and between Stork Holdings I LLC, as Assignor, and LLOG Bluewater Holdings, L.L.C., as Assignee, recorded in COB 1397, page 497, File No. 2018-00002022, Plaquemines Parish, Louisiana (MC 386);
- j) Assignment of Overriding Royalty Interest effective June 30, 2016, by and between LLOG Bluewater Holdings, L.L.C., as Assignor, and Stork Holdings I, LLC, as Assignee, recorded in COB 1406, page 55, File No. 2018-00004425, Plaquemines Parish, Louisiana (MC 565);
- k) Amendment and Partial Release and Relinquishment of Assignment of Overriding Royalty Interest, dated January 25, 2019, by and between LLOG Bluewater Holdings, L.L.C. and Stork Holdings I LLC, successor in interest to Stork Holdings Corp., as Parties, recorded in COB 1407, page 509, File No. 2019-00000352, Plaquemines Parish, Louisiana (MC 255, MC 299, MC 300, MC 301);
- l) Assignment of Overriding Royalty Interest effective March 1, 2019, by and between LLOG Bluewater Holdings, L.L.C., as Assignor, and Stork Holdings I LLC, as Assignee, recorded in COB 1409, page 343, File No. 2019-00000980, Plaquemines Parish, Louisiana (MC 565, MC 609);



- m) Assignment of Overriding Royalty Interest effective August 1, 2016, by and between LLOG Bluewater Holdings, L.L.C., as Assignor, and Stork Holdings Corp., as Assignee, recorded in COB 2069, at Page 241, Instrument No. 1238701, Lafourche Parish, Louisiana (GC 345, GC 389, GC 390, GC 434);
- n) Assignment of Overriding Royalty Interest effective June 1, 2015, by and between LLOG Bluewater Holdings, L.L.C., as Assignor, and Stork Holdings Corp., as Assignee, recorded in COB 2028, at Page 188, Instrument No. 1212942, Lafourche Parish, Louisiana (GC 478);
- o) Assignment of Overriding Royalty Interest effective March 1, 2013, by and between LLOG Bluewater Holdings, L.L.C., as Assignor, and Stork Holdings I LLC, as Assignee, recorded in COB 1397, at Page 501, File No. 2018-00002023, Plaquemines Parish, Louisiana (MC 209);
- p) Assignment of Overriding Royalty Interest effective November 1, 2016, by and between LLOG Bluewater Holdings, L.L.C., as Assignor, and Stork Holdings I LLC, as Assignee, recorded in COB 1392, at Page 788, File No. 2018-00000713, Plaquemines Parish, Louisiana (MC 565, MC 609);
- q) Stipulation of Ownership Interests effective as of the various dates set forth in the acknowledgements thereto, by and between LLOG Exploration Offshore, L.L.C., et al., as Parties, and Stork Holdings I LLC, et al., as Overriding Royalty Owners, recorded in COB 1394, at Page 799, File No. 2018-00001255, Plaquemines Parish, Louisiana (MC 609)
- r) Assignment of Overriding Royalty Interest effective April 1, 2013, by and between LLOG Bluewater Holdings, L.L.C., as Assignor, and Stork Holdings Corp., as Assignee, recorded in COB 1302, at Page 32, File No. 2013-00004173, Plaquemines Parish, Louisiana (MC 727, MC 771); and
- s) Ratification of Assignment of Record Title Interest effective May 18, 2012, by and between LLOG Deepwater Royalty Company, L.L.C. and Stork Holdings I LLC, as Appearers, recorded in COB 1231, Page 463, Instrument No. 1274950, Lafourche Parish, Louisiana (ST 231, ST 232).

- <sup>4</sup> a) Spare 6" TSJ held in inventory of LEO, subject to indemnification requirements of Section 6.17 of the Purchase and Sale Agreement.

Note: The intent of the Parties in listing ORRIs on this Exhibit E is to reflect that ORRIs are not part of the Assets. Additionally, the listing of ORRIs on this Exhibit E shall not impair the right of Assignee to assert (i) a Title Defect under Article 7 of the Purchase and Sale Agreement, or (ii) a breach of the Special Warranty set forth in the Assignment.

