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Sent by email to: boemadjudication@boem.gov

March 31, 2026

United States Department of Interior
Bureau of Ocean Energy Management (“BOEM”)
Attention: Adjudication Section
Mail Stop GM 276A
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123- 2394

Arena Energy, LLC
2103 Research Forest Drive
Suite 400
The Woodlands, TX 77380
281-681-9500
281-681-9503 Fax

RE: Filing of Non-Required Document
Assignment and Bill of Sale

Ladies and Gentlemen:

Enclosed is one (1) copy of an Assignment and Bill of Sale between Arena Energy, LLC (2417) and Arena Offshore, LP (2628), covering OCS-G 37995, OCS-G 37996, OCS-G 37997 located in the Eugene Island Area and OCS-G 38002 located in the South Timbalier Area.

We request that the Assignment be filed in the BOEM Non-Required records as follows:

Title of Document: Assignment and Bill of Sale

ROWs Affected: OCS-G 37995, OCS-G 37996, OCS-G 37997, OCS-G38002

Parties: Arena Energy, LLC as Assignor and
Arena Offshore, LP as Assignee

Category: 7 – Contracts, Agreements, and Conveyances

Filing Fees: Pay.gov receipt in the amount of \$152.00

Thank you for your assistance and should you have any questions regarding this submittal, please don't hesitate to contact me at (281) 210- 0519 or at pvera@arenaenergy.com.

Best regards,
Arena Energy, LLC

Paula Vera

Paula Vera

Enclosures

ASSIGNMENT AND BILL OF SALE

**UNITED STATES OF AMERICA
OUTER CONTINENTAL SHELF
STATE OF LOUISIANA**

KNOW ALL MEN BY THESE PRESENTS:

THAT, Arena Energy, LLC (“Assignor”), whose address is 2103 Research Forest Drive, Suite 400, The Woodlands, Texas 77380, for and in consideration of ten dollars and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby sell, convey, assign, transfer and deliver unto **Arena Offshore, LP (“Assignee”),** whose address is 2103 Research Forest Drive, Suite 200, The Woodlands, Texas 77380, subject to the terms and provisions set forth herein, an undivided two percent of six-sixths (2.0% of 6/6ths) interest in and to the following:

- a) the oil, gas and mineral leases (the “Leases”) described in Exhibit A, attached hereto and made a part hereof, together with all other interest in the Leases, including but not limited to all record title and operating rights interests, inclusive of any overriding royalty interests owned by Assignor burdening such Leases, which are hereby merged with and into the working interest therein (collectively, the “Subject Interests,” or singularly, a “Subject Interest”);
- b) except to the extent as may be limited by the Subject Interests, all of Assignor’s rights, privileges, benefits and powers conferred upon Assignor, as holder of the Subject Interests, with respect to (i) all rights of use and occupation of the surface of and the subsurface depths under the Subject Interests; (ii) all rights with respect to any pooled, communalized or unitized acreage by virtue of any Subject Interest being a part thereof, including all Hydrocarbon (as defined in Subsection 1(e) below) production and all proceeds, income and revenue attributable thereto after the Effective Time attributable to the Subject Interests or any such pool or unit allocated to any such Subject Interest;
- c) to the extent assignable or transferable by Assignor, all easements, rights-of-way, surface leases, servitudes, permits, licenses, franchises and other estates or similar rights and privileges directly related to or used solely in connection with the Subject Interests (the “**Servitudes**”);
- d) to the extent assignable or transferable by Assignor, all contracts, warranties, agreements and other arrangements, and all express and implied rights that directly relate to the Subject Interests, the Leases or the Servitudes, including, without limitation, communalization, unitization or pooling agreements, production sales contracts, farmout agreements, subleases, joint venture or partnership agreements, operating agreements, service agreements and similar arrangements: (i) to which the Subject Interests, Leases, Servitudes or Personal Property and Facilities are made subject, (ii) by which Assignor is bound, and/or (iii) which are necessary for the ownership or operation of the Subject Interests, Leases, Servitudes or the Personal Property and Facilities (collectively, the “**Contracts**”);
- e) all natural gas, casinghead gas, drip gasoline, natural gas liquids, condensate, product, crude oil and other hydrocarbons (including produced water and carbon dioxide), whether gaseous or liquid, in, on, under or produced from or attributable to the Leases, all wells

located on the submerged lands of the Outer Continental Shelf covered by the Subject Interests or on submerged lands with which the Subject Interests may have been pooled, communalized or unitized, including line-fill and oil in storage (the "**Hydrocarbons**"), from and after the Effective Time;

- f) all movable (personal) property, equipment, fixtures (even to the extent such fixtures are immovable property), inventory and improvements located on and used exclusively in connection with the Subject Interests, the Contracts and/or the Servitudes or with the production, treatment, sale, or disposal of Hydrocarbons produced from or attributable to the Subject Interests, or any of them, byproducts or waste produced therefrom or attributable thereto, including, without limitation, all wells and wellbores located on the submerged lands of the Outer Continental Shelf covered by the Subject Interests or on submerged lands with which the Subject Interests may have been pooled, communalized or unitized (whether producing, shut in, partially abandoned, temporarily abandoned or permanently abandoned, and whether for production, injection or disposal), the associated wellhead equipment, pumps, pumping units, flowlines, gathering systems, piping, tanks, buildings, treatment facilities, injection facilities, disposal facilities, compression facilities, and other materials, supplies, equipment, facilities, machinery and platforms together with all pipelines, platforms, facilities and other improvements associated with the Leases including, without limitation, on those Leases identified on Exhibit A as having been relinquished, terminated, or expired (collectively, "**Personal Property and Facilities**");
- g) all books, records, files, muniments of title, reports and similar documents and materials, including, without limitation, lease records, well records, division order records, royalty accounting records, joint interest billing records, well files, well logs, title records (including, without limitation, abstracts of title, title opinions and memoranda, and title curative documents, ownership maps, and assignments related to the Assets), contracts and contract files, and correspondence that relate to the foregoing interests maintained by Assignor, either in its possession or in the possession of any consultant or in contract repositories (in electronic or tangible form) on behalf of Assignor (collectively, the "**Records**");
- h) all geological data relating to the Subject Interests, other than such data that cannot be transferred without the consent of or payment to any Third Party and for which no consent to transfer has been received or for which Assignee has not agreed in writing to pay the fee or other consideration, as applicable. For purposes of this Assignment and Bill of Sale, "**Third Party**" means any person or entity, governmental or otherwise, other than Assignor or Assignee, and their respective affiliates; the term includes, but is not limited to, working interest owners (whether record title or operating rights), royalty owners, lease operators, landowners, service contractors and governmental agencies;
- i) all geophysical data relating to the Subject Interests, which shall include all geophysical data relating to the Subject Interests other than such data that is interpretive in nature or which cannot be transferred without the consent of or payment to any Third Party and for which no consent to transfer has been received or for which Assignee has not agreed in writing to pay the fee or other consideration, as applicable;

All suspense accounts and funds, together with all books, records and reports to Governmental Authorities associated therewith,

hereinafter sometimes collectively referred to as the "**Assets**".

TO HAVE AND TO HOLD, the Assets unto Assignee, its successors and assigns, forever, pursuant to and subject to all terms and conditions as set forth in this Assignment and Bill of Sale ("**Assignment**").

If and to the extent that Assignor has held in its name, but for the benefit of Assignee, title to any interest in the Leases and related assets in excess of the interest in the Assets expressly sold, conveyed, assigned, transferred and delivered unto Assignee pursuant to this Assignment (any such excess referred to herein as the "**Excess Interest**"), Assignee hereby sells, conveys, assigns, transfers and delivers unto Assignor all of Assignee's beneficial and/or contractual rights, titles and interests in and to such Excess Interest. By executing and accepting this Assignment, Assignee, with respect to any of the Assets of which it is designated as Operator under the various Offshore Operating Agreements pertaining to such Assets (each an "**Operating Agreement**" and collectively the "**Operating Agreements**"), agrees that any and all liens, security interest, mortgages, deeds of trust, pledges, hypothecations, assignments, charges or deposit arrangements, encumbrances, or preferential arrangement of any kind or nature whatsoever (collectively, "**Liens**") in favor of Operator created under the terms of the Operating Agreements shall be and are hereby subordinated to all Liens.

EXCEPT AS TO REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS ASSIGNMENT, ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (a) THE CONDITION OF THE ASSETS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND ANY WARRANTY AGAINST HIDDEN VICES OR DEFECTS; AND (b) ANY INFRINGEMENT OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY. ASSIGNEE EXPRESSLY ACKNOWLEDGES, AND DOES HEREBY REPRESENT AND WARRANT TO ASSIGNOR, THAT IT IS RELYING SOLELY ON ITS OWN DUE DILIGENCE AND INSPECTION OF THE ASSETS IN CONNECTION WITH THE TRANSACTION CONTEMPLATED IN THIS AGREEMENT.

ASSIGNOR DOES HEREBY BIND ITSELF TO WARRANT AND DEFEND, ALL AND SINGULAR, TITLE TO THE ASSETS AND THE SUPPLEMENTAL INTEREST, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF, BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS AND NEGATES ANY, WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ASSIGNOR'S RIGHT, TITLE, OR INTEREST TO THE ASSETS.

Certain of the Assets will be described in separate transfers executed by the parties for filing with and approval by the appropriate governmental agency. Such separate transfers are not intended to include any rights or interests that are in addition to those intended to be transferred by this Assignment.

This Assignment is executed in multiple originals effective as of March 1, 2026 at 7:00 a.m. Central Daylight Time ("**Effective Time**").

SIGNATURE PAGES FOLLOW

WITNESSES:

Lien Quinto

Print Name: Lien Quinto

Paula Vera

Print Name: Paula Vera

ASSIGNOR:

Arena Energy, LLC

Christopher A. Capsimalis

Christopher A. Capsimalis
Senior Vice President, Business Development

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF MONTGOMERY

Be it known, that on this 26th day of March, 2026, before me the undersigned authority, personally came and appeared Christopher A. Capsimalis, Senior Vice President, Business Development of Arena Energy, LLC a Delaware limited liability company, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses that he signed the above and foregoing documents as his own free act and deed for the uses and purposes therein set forth and apparent, on behalf of said limited liability company.

In witness whereof, the said appearer has signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses on the day and date first above written.



Viviana A. Bravo
Notary Public in and for the State of Texas

Name: Viviana A. Bravo

My commission expires: 4/2/2029

WITNESSES:

[Signature]

Print Name: Lien Quinto

[Signature]

Print Name: Paula Vera

ASSIGNEE:

Arena Offshore GP, LLC
as sole General Partner of Arena Offshore, LP

[Signature]

Brent R. Ozenne
Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF MONTGOMERY

Be it known, that on this 26th day of March, 2026, before me the undersigned authority, personally came and appeared Brent R. Ozenne, Chief Executive Officer of Arena Offshore GP, LLC a Delaware limited liability company, the sole General Partner of Arena Offshore, LP, a Delaware limited partnership, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses that he signed the above and foregoing documents as his own free act and deed for the uses and purposes therein set forth and apparent, on behalf of said limited liability company and said limited partnership.

In witness whereof, the said appearer has signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses on the day and date first above written.



[Signature]
Notary Public in and for the State of Texas

Name: Viviana A. Bravo

My commission expires: 4/2/2029

Exhibit A

Attached to the Assignment and Bill of Sale between Arena Energy, LLC
and Arena Offshore, LP, effective March 1, 2026

Eugene Island 259, OCS-G 37995

That certain Oil and Gas Lease of Submerge Lands bearing Serial Number OCS-G 37995 dated February 1, 2026, between the United States of America, as Lessor, and Arena Energy, LLC, as Lessee, covering all of Block 259, Eugene Island Area, OCS Leasing Map, Louisiana Map No. 4.

Eugene Island 342, OCS-G 37996

That certain Oil and Gas Lease of Submerge Lands bearing Serial Number OCS-G 37996 dated February 1, 2026, between the United States of America, as Lessor, and Arena Energy, LLC, as Lessee, covering all of Block 342, Eugene Island Area, South Addition, OCS Leasing Map, Louisiana Map No. 4A.

Eugene Island 351, OCS-G 37997

That certain Oil and Gas Lease of Submerge Lands bearing Serial Number OCS-G 37997 dated February 1, 2026, between the United States of America, as Lessor, and Arena Energy, LLC, as Lessee, covering all of Block 351, Eugene Island Area, South Addition, OCS Leasing Map, Louisiana Map No. 4A.

South Timbalier 67, OCS-G 38002

That certain Oil and Gas Lease of Submerge Lands bearing Serial Number OCS-G 38002 dated March 1, 2026, between the United States of America, as Lessor, and Arena Energy, LLC, as Lessee, covering all of Block 67, South Timbalier Area, OCS Leasing Map, Louisiana Map No. 6.