



WALTER OIL & GAS CORPORATION

September 8, 2026

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

By Fed-Ex Delivery

Received

SEP 09 2026

Re: Non-Required Filing
Assignment and Bill of Sale

Adjudication Section

Ladies and Gentlemen:

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

Document Title:	Wellbore Assignment of Interest
Leases Affected:	OCS-G27278
Parties	Talos QN Exploration LLC; Walter Oil & Gas Corporation;
Filing Category:	7 - Contracts, Agreements, and Conveyances
Service Fees:	Enclosed Pay.gov receipt in the amount of \$34

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

Sincerely,

Jeanette C Dunn
Land Administration
Walter Oil & Gas Corporation

enclosures

Plaquemines Parish Recording Page

Kim Turlich-Vaughan
Clerk of Court
PO Box 40
Belle Chasse, LA 70037
(504) 934-6610

Received From :

Attn: JEANETTE DUNN
WALTER OIL & GAS CORP
1100 LOUISIANA STREET
SUITE 200
HOUSTON, TX 77002-5299

Received

SEP 09 2026

Adjudication Section

First VENDOR

TALOS QN EXPLORATION LLC

First VENDEE

WALTER OIL & GAS CORPORATION

Index Type : CONVEYANCE

File Number : 2026-00002876

Type of Document : ASSIGNMENT

Book : 1504

Page : 270

Recording Pages : 8

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Plaquemines Parish, Louisiana.

On (Recorded Date) : 09/02/2026

At (Recorded Time) : 10:56:10AM



Doc ID - 006281210008

CLERK OF COURT
KIM TURLICH-VAUGHAN
Parish of Plaquemines
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 09/02/2026 at 10:56:10
Recorded in Book 1504 Page 270
File Number 2026-00002876

Deputy Clerk



Additional Index Recordings

<u>Index Type</u>	<u>Book</u>	<u>Page</u>	<u>File #</u>
MTG	883	741	2026-00002876

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this "Assignment") is executed between **Talos QN Exploration LLC**, a Delaware limited liability company, whose address is 333 Clay Street, Suite 3300, Houston, Texas 770027 ("Assignor"), and **Walter Oil & Gas Corporation**, a Texas corporation, whose address is 1100 Louisiana, Suite 200, Houston, Texas 77002 ("Assignee"). Assignor and Assignee may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Assignor and Assignee entered into that certain Participation Agreement dated January 7, 2026, regarding matters relating to Assignee's participation in the Mississippi Canyon Block 519 #4 Well (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignee is entitled to receive from Assignor an undivided interest in and to the Assets (as defined below).

NOW, THEREFORE, Assignor desires to assign, and Assignee desires to acquire, the Assets, in accordance with the terms of the Agreement.

ARTICLE 1 ASSIGNMENT OF ASSETS

Section 1.1 Assignment. Assignor, for and in consideration of One Hundred Dollars (\$100.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby **ASSIGN, BARGAIN, SELL, TRANSFER, SET-OVER, GRANT, CONVEY AND DELIVER** unto Assignee, and Assignee hereby accepts from Assignor, effective as of January 15, 2026 (the "Effective Date"), the following (collectively, the "Assets):

(A) An undivided twenty-five percent of eight-eighths (25.0% of 8/8) operating rights interest in and to (the "Assigned Lease Interests):

(i) that certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 27278, effective July 1, 2005, granted by the United States of America, as Lessor, in favor of Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., and Red Willow Offshore, LLC, as Lessee, covering all of Block 519, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, INsofar AND ONLY INsofar as said lease covers (a) the SW/4 and S/2NW/4 of Block 519, Mississippi Canyon, from the surface down to and including 14,000' TVDSS;

(ii) any and all oil and gas wells located within the area of the Assigned Lease Interests (including the OCS-G 27278 No. SS004 Well, API No. 608-174-152-200) (collectively, the "Wells"); and

(iii) all Hydrocarbons produced from or attributable to the Assigned Lease Interests after the Effective Date.

(B) An undivided 0.69463% Equity Interest in and to LSPS (the "Assigned LSPS Interest", and together with the Assigned Lease Interests, the "Properties").

(C) All easements, permits, licenses, rights-of-way, servitudes, subsurface leases, surface use agreements and other surface rights and other similar interests, if any, to the extent that they are transferrable and are appurtenant to, or used in connection to the ownership of operation of, the Properties.

(D) To the extent that they may be assigned, all contracts, including those listed on the attached Exhibit A, that pertain to the ownership and operation of the Properties (collectively, the "Applicable Contracts");

(E) All equipment, machinery, fixtures, and other real, personal, and mixed property, operational and nonoperational, known or unknown, located on the Properties described above as of the Effective Date, including saltwater disposal wells, well equipment, casing, rods, tanks, boilers, tubing, pumps, motors, fixtures, machinery, compression equipment, flow lines, pipelines, gathering systems, processing and separation facilities, platforms, structures, materials, and other items used or formerly used in the operation thereof.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns forever, provided, however, subject to all the terms and conditions of this Assignment.

ARTICLE 2

LETTER AGREEMENT

Section 2.1 Participation Agreement. This Assignment is made and delivered pursuant and expressly subject to all of the provisions of the Agreement, a copy of which is available at the offices of Assignor and of Assignee, at the respective addresses set forth above. In the event of a conflict between the terms and provisions of this Assignment and those set forth in the Agreement, the terms and provisions of the Agreement shall control. Additionally, this Assignment is made and delivered pursuant and expressly subject to the CPN Joint Operating Agreement, effective January 1, 2025, by and between BP Exploration & Production Inc., Talos QN Exploration LLC, Red Willow Offshore, LLC, and Houston Energy Deepwater Ventures I, LLC, as amended ("CPN JOA"), the Galapagos Area Loop Subsea production System Construction and Operating Agreement, effective December 1, 2011, by and between BP Exploration and Production Inc., Noble Energy, Inc., Red Willow Offshore, LLC and Houston Energy Deepwater Ventures I, LLC ("LSPS OA") and the Production Handling and Operating Services Agreement, effective September 21, 2010, by and between BP Exploration & Production, Inc. (Na Kika Host Owner) and Noble Energy, Inc., MP Exploration & Production, Inc., Red Willow Offshore, LLC, and Houston Energy Deepwater Ventures I, LLC (MC 519 Unit Producers), Noble Energy, Inc., BP Exploration & Production, Inc. (Isabela Producers) and Noble Energy, Inc., BP Exploration & Production, Inc., Red Willow Offshore, LLC, and Houston Energy Deepwater Ventures I, LLC (LSPS Owners), as amended ("LSPS PHA"). Furthermore,

capitalized terms used but not defined herein shall have the meanings set forth in the Agreement with respect to such terms. The warranties, representations, covenants and indemnities contained in the Agreement shall survive the execution and delivery of this Assignment for the applicable time periods set forth in, and in accordance with, the provisions of the Agreement.

ARTICLE 3

ASSUMED OBLIGATIONS

Section 3.1 Assumed Obligations. Assignee hereby assumes and agrees to pay and perform (i) all liabilities and obligations with respect to the Assigned LSPS Interest and all expenses, liabilities and obligations with respect to thereto under the LSPS OA, including, but not limited to, paying for the associated abandonment costs (as provided for in Article 15.01 of the LSPS Agreement). In accordance with Section 17.01 of the LSPS Agreement, Assignee (i) represents and warrants that it is financially capable of assuming the obligations of Assignor under the LSPS OA with respect to the Assigned LSPS Interest, (ii) acknowledges and agrees that the assignment of the Assigned LSPS Interest is expressly made subordinate and subject to the LSPS OA, (iii) assumes the performance of the obligations under the LSPS OA with respect to the Assigned LSPS Interest, and (iv) agrees to provide a copy of this Assignment to the Third Parties to the LSPS OA with 15 days after execution hereof.

ARTICLE 4

SPECIAL WARRANTY

Section 4.1 Special Warranty. This Assignment is made, executed and delivered without any covenant or warranty of title, either express, implied or statutory, even as to a return of the purchase price, except that Assignor specially warrants and defends all and singular the Properties unto Assignee, and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE and that Assignor has not created any royalties, burdens or other encumbrances on the Assets. Assignor hereby grants Assignee full rights of substitution and subrogation to any and all warranties and covenants heretofore given by others with respect to the Assets, or any part thereof, to the extent assignable by Assignor and without representation or warranty regarding same.

ARTICLE 5

MISCELLANEOUS

Section 5.1 Successors and Assigns. This Assignment and all of the provisions of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective legal representatives, successors, and assigns.

Section 5.2 Governing Law; Jurisdiction; Venue; Jury Waiver. **THIS ASSIGNMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF**

ANOTHER JURISDICTION. ALL OF THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE COURTS OF THE STATE OF TEXAS FOR ANY ACTION ARISING OUT OF THE AGREEMENT, THIS ASSIGNMENT OR THE OTHER TRANSACTION DOCUMENTS. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THE AGREEMENT, THIS ASSIGNMENT OR THE OTHER TRANSACTION DOCUMENTS SHALL BE EXCLUSIVELY LITIGATED IN COURTS HAVING SITUS IN HOUSTON, HARRIS COUNTY, TEXAS. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT OR THIS ASSIGNMENT.

Section 5.3 Other Forms. Separate governmental form assignments of the Assigned Lease Interests may be executed on officially approved forms by Assignor and Assignee, in sufficient counterparts to satisfy statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms hereof. The interests conveyed by such separate assignments are the same, and not in addition to, the Assigned Lease Interests.

Section 5.4 Definitions: In addition to the terms defined elsewhere in this Agreement, for purposes hereof, the following expressions and terms shall have the meanings set forth in this Section 5.4, unless the context otherwise requires:

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with, such specified Person through one or more intermediaries or otherwise. For the purposes of this definition, “**control**” means, where used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, and the terms “**controlling**” and “**controlled**” have correlative meanings.

“Equity Interest” has the meaning ascribed to such term in the LSPS Agreement.

“Hydrocarbons” means crude oil and natural gas and other hydrocarbons produced or processed in association therewith.

“LSPS” has the meaning ascribed to such term in the LSPS Agreement.

“LSPS OA” means that certain Galapagos Area Loop Subsea Production System Construction and Operating Agreement dated effective December 1, 2011, by and among BP Exploration and Production Inc., Noble Energy, Inc., Red Willow Offshore, LLC and Houston Energy Deepwater Ventures I, LLC, as amended.

“Person” means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, trust, governmental entity or other entity of any kind.

“Third Party” means any Person other than (i) a Party to this Agreement and (ii) a Party’s Affiliates.

Section 5.5 Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment in the presence of the undersigned competent witnesses next to Assignor’s name on the date set forth below, but effective as of the Effective Date.

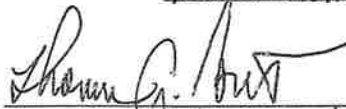
ASSIGNOR:

WITNESSES:

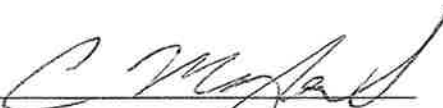
TALOS QN EXPLORATION LLC



Print Name: Kevin Gallatin



Print Name: Thomas A. Burnett

By: 

Name: Colin Mayhood

Title: Director of Commercial and Land

Date: August 6, 2026

ACKNOWLEDGEMENT:

STATE OF TEXAS

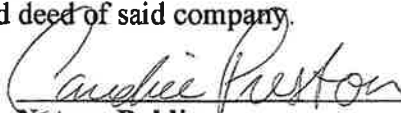
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COUNTY OF HARRIS

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On this 10 day of August, 2026, before me appeared Colin Mayhood, to me personally known, who, being by me duly sworn, did say that he is the Director of Commercial & Land of **Talos QN Exploration LLC**, a Delaware limited liability company, and executed the foregoing instrument on behalf of said company by the authority of its members, and he also acknowledged said instrument to be the free act and deed of said company.


Notary Public

Notary Name: Candice Preston

Notary Identification No.: 131983638

My Commission expires 7-7-2027

IN WITNESS WHEREOF, Assignee has executed this Assignment in the presence of the undersigned competent witnesses next to Assignee's name on the date set forth below, but effective as of the Effective Date.

ASSIGNEE:

WITNESSES:

WALTER OIL & GAS CORPORATION


Print Name: Alicia D. Crook
Offshore Land Manager

By: 
Chad E. Elias
General Counsel


Print Name: Mikaela Shanks

Date: 6/18/24

ACKNOWLEDGEMENT:

STATE OF TEXAS

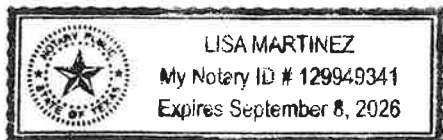
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COUNTY OF HARRIS

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On this 18th day of June, 2026, before me appeared Chad E. Elias, to me personally known, who, being by me duly sworn, did say that he is the General Counsel of **Walter Oil & Gas Corporation**, a Texas corporation, and executed the foregoing instrument on behalf of said company by the authority of its member, and he also acknowledged said instrument to be the free act and deed of said company.




Notary Public

Lisa Martinez

Notary Name: _____

Notary Identification No.: 129949341

My Commission expires 09/08/2026

Exhibit A

Attached to and made a part of Assignment and Bill of Sale effective January 15, 2026

by and between

Talos QN Exploration, LLC, as Assignor

and

Walter Oil & Gas Corporation, as Assignee

Applicable Contracts

1. CPN JOA
2. LSPS OA
3. LSPS PHA