

3

Serial Register Page

OCS- 00577

Current Status PROD

Central Gulf of Mexico

Sale# 03

Sale Date JUL 12, 1955

17-AUG-2012 Record title interest is now held as follows, effective 10/01/2011:

Chevron U.S.A. Inc.	25.00000 %
ANKOR E&P Holdings Corporation	50.25000 %
Northstar Offshore Energy Partners, LLC	11.25000 %
STX Energy E&P Offshore Management, LLC	13.50000 %

17-AUG-2012 STX Energy E&P Offshore Management, LLC designates ANKOR Energy LLC as operator. SW1/4 of Block 208, Eugene Island Area; and N1/2W1/2 of Block 208, Eugene Island Area from surface down to 11767' SSTVD.

17-AUG-2012 STX Energy E&P Offshore Management, LLC designates Apache Corporation as operator. N1/2W1/2 of Block 208, Eugene Island Area from 11767' SSTVD to 99999' TVD.

✓17-AUG-2012 Record title interest is now held as follows, effective 10/01/2011:

Chevron U.S.A. Inc.	25.00000 %
ANKOR E&P Holdings Corporation	50.25000 %
SCL Resources, LLC	11.25000 %
STX Energy E&P Offshore Management, LLC	13.50000 %

17-AUG-2012 SCL Resources, LLC designates ANKOR Energy LLC as operator. SW1/4 of Block 208, Eugene Island Area; and N1/2W1/2 of Block 208, Eugene Island Area from surface down to 11767' SSTVD.

17-AUG-2012 SCL Resources, LLC designates Apache Corporation as operator. N1/2W1/2 of Block 208, Eugene Island Area from 11767' SSTVD to 99999' TVD.



June 20, 2012

VIA FEDERAL EXPRESS

U.S. Dept. of the Interior
Bureau of Ocean Energy Management
c/o Mr. E.L. Gene Thibodeaux II/ Adjudication Office
Gulf of Mexico OCS Region
1201 Elmwood Park Blvd.
New Orleans, Louisiana 70123



Kyle D. Kring
Kenneth W. Chung
Paul T. McBride
Robert P. Mouglin
Kathleen Elder-Blakely
Timothy J. Broussard
Ted A. Connor *
Shane Singh
Laura C. Hess
Robin C. Huggins
Jill L. Barr

* A professional corporation

Roland J. Amundsen
Alyssa Andersen
J. Christopher Bennington
Scott M. Bonesteel
Min K. Chai
Nami E. Chun
Brendan J. Coughlin
Merielle R. Enriquez
Anna Greenstin
Richard C. Hatem
Harold Park
Matthew A. Reynolds
Evan D. Schwab
Christopher J. Stipes
Allyson K. Thompson
Robert L. Thompson
Michelle L. Wiederhold

OF COUNSEL
Timothy J. Schafer
David M. Griffith
Paul A. Rianda
Suzanna M. Rehmani
Lance A. Adair

IRVINE
38 Corporate Park
Irvine, CA 92606-5105
T (949) 261-7700
F (949) 261-8800

IRVINE
INLAND EMPIRE
SACRAMENTO
SAN DIEGO
LAS VEGAS
CHINO
LOS ANGELES
RANCHO SANTA MARGARITA

www.kringandchung.com

Re: Application for Approval of Lease Assignment

K&C Client: SCL Resources, LLC (BOEM No. 3219)

K&C File No.: 6660.0002

Subject: Eugene Island 208- OCS 0577

Dear Mr. Thibodeaux:

SCL Resources, LLC ("SCL Resources") (3219) respectfully submits for your review and approval the following documents associated with the transfer of interest from Northstar Offshore Energy Partners, LLC ("Northstar") (3056) as to the above captioned Lease.

- Two (2) Original Executed Assignment of Record Title (*with an attached Exhibit "A" Assignment and Bill of Sale*)
- Two (2) Designation of Operator Forms (in which there is no Change of Operators) (2 operators)
- Pay-Gov Receipt representing the Assignment Fees

Please be advised that the Assignment of Record Title contains an additional second page signed by SCL Resources, LLC with a new execution date of 6/19/12.

All required OSFR Forms have been attached under separate cover and addressed to Mr. Patrick Clancy of the Leasing & Financial Responsibility Section. Bonding is currently in place under the designated third party operators. No additional bonding is required of SCL Resources as it is not an operator.

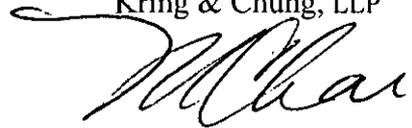
On behalf of SCL Resources and as an authorized representative thereof, we request your approval on the given Lease Assignment and Designation of Operator for this Lease. Please kindly return one stamped, conformed original of the approved Lease

Assignment and Designation of Operator for our records.

Should you have any questions, please do not hesitate to contact us. Thank you.

Very truly yours,

Kring & Chung, LLP

A handwritten signature in black ink, appearing to read 'M. Chai', with a long, sweeping flourish extending to the left.

Min K. Chai

(mchai@kringandchung.com)
MKC/dlm

Enclosures- As Stated

cc: Susanna Rivera (via email)

OCS 0577

Lease No.
September 1, 1955

Lease Effective Date

New Lease No. (BOEM Use Only)

**ASSIGNMENT OF RECORD TITLE INTEREST IN
FEDERAL OCS OIL AND GAS LEASE**

Part A: Assignment

Legal description of the OCS oil and gas lease or the officially designated subdivision of the lease being assigned:

W/2 of Block 208, Eugene Island Area

Assignor(s) does (do) hereby sell, assign, transfer, and convey unto Assignee(s) the following undivided right, title and interest (insert name and qualification number of each Assignor and Assignee below):

Assignor(s):

Northstar Offshore Energy Partners, LLC (3056)

Percentage Interest Conveyed

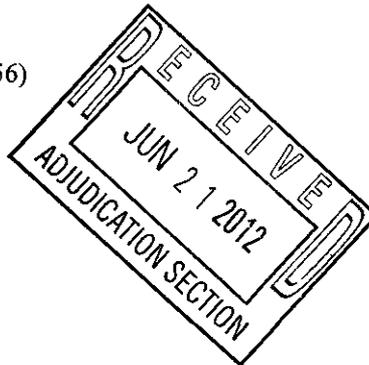
11.25000%

Assignee(s):

SCL Resources, LLC (3219)

Percentage Interest Received

11.25000%



The approval of this assignment is restricted to record title interest only.

Exhibit "A," which sets forth other provisions between Assignor(s) and Assignee(s), is attached to and made a part of this assignment.

For BOEM use only

This Assignment of Record Title Interest has been filed as of the date stamped on this document and is hereby approved by the Bureau of Ocean Energy Management on the date shown below.

By Susan B Hooper
Authorized Official for BOEM

Supervisor, Adjudication Section
Title

AUG 17 2012
BOEM Approval Date

Paperwork Reduction Act of 1995 (PRA) Statement: The PRA (44 U.S.C. 3501 et seq.) requires us to inform you that we collect this information to use in the adjudication process involved in leasing and lease operations. BOEM uses the information to track ownership of leases in the Federal OCS. Responses are required to obtain or retain a benefit. Proprietary data are covered under section 26 of the OCSLA, 30 CFR 556.10, and in accordance with regulations in 30 CFR parts 550, 551, and 552. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB Control Number. Public reporting burden of this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Comments on the burden estimate or any other aspect of this form should be directed to the Information Collection Clearance Office, Bureau of Ocean Energy Management, 381 Elden Street, Herndon, VA 20170.

Part B: Certification and Acceptance

- 1. Each Assignor certifies it is the owner of the record title interest in the above-described lease that is hereby assigned to the Assignee(s) specified above.
- 2. **DEBARMENT COMPLIANCE:** Each Assignor and Assignee certifies its compliance with the Department of the Interior's nonprocurement debarment and suspension regulations at 2 CFR Subtitle B, Part 1400, and agree to communicate the requirement to comply with these regulations to persons with whom it does business related to this record title interest assignment by including the terms of the regulations in its contracts and transactions.
- 3. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION COMPLIANCE CERTIFICATION:** Each Assignor and Assignee certifies that it is in full compliance with Equal Opportunity Executive Order 11246, as amended, and the implementing regulations at 41 CFR 60-01 – Obligations of Contractors and Subcontractors; and 41 CFR 60-2 – Affirmative Action Programs.
- 4. **QUALIFICATIONS of ASSIGNOR(S) and ASSIGNEE(S):** Each Assignor and Assignee certifies that it: is established and officially recognized by the Bureau of Ocean Energy Management as qualified and authorized to bid on, acquire interests in, and hold OCS oil and gas leases; is exercising and meeting due diligence requirements on any other OCS lease in accordance with section 8 of the OCSLA, as amended (43 U.S.C. 1337(d)); is in good standing with acceptable operating performance as required by 30 CFR §§ 550 and 556; is not disqualified by BOEM from acquiring any new OCS leases or assigned interest(s) in existing leases because of unacceptable operating performance on any other OCS lease; is not failing to meet or exercise due diligence (as determined by BOEM after notice and opportunity for a hearing under 30 CFR part 590, subpart A); and is not restricted from bidding or acquiring interests in the lease or officially designated subdivision, therein, or grouped with any other entities on the restricted joint bidders list.
- 5. Assignee's execution of this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain bond(s) pursuant to regulations at 30 CFR §§ 550 and 556. This assignment is subject to the Outer Continental Shelf Lands Act of August 7, 1953, 67 Stat. 462; 43 U.S.C. 1331 et seq., as amended (the "Act"), and Assignee(s) is (are) subject to, and shall fully comply with, all applicable regulations now or to be issued under the Act. Notwithstanding any agreement between the Assignor(s) and Assignee(s), the parties' liability to the Bureau of Ocean Energy Management is governed by 30 CFR §§ 550 through 556.

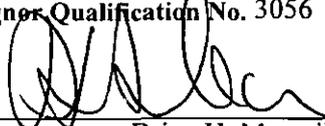
This Assignment of Record Title Interest will be made effective between the parties hereto as of October 1, 2011, upon approval by the Bureau of Ocean Energy Management, United States Department of the Interior.

This instrument may be executed in any number of counterparts, each of which will be deemed an original instrument, but all of which together shall constitute but one and the same instrument provided, however, this instrument and any other counterpart hereof, will not be binding unless and until executed by all of the parties, and will not be accepted by the Bureau of Ocean Energy Management unless all counterparts are filed simultaneously.

By signing this document, you certify that your statements made herein are true, complete and correct to the best of your knowledge and belief and are made in good faith.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Assignor Name: Northstar Offshore Energy Partners, LLC
Assignor Qualification No. 3056

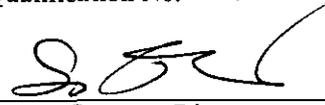
By: 

Signatory Name: Brian H. Macmillan
Signatory Title: Vice President - Land

12/23/11

Execution Date

Assignee Name: SCL Resources, LLC
Assignee Qualification No. 3219

By: 

Signatory Name: Susanna Rivera
Signatory Title: Manager

12/23/11

Execution Date

Assignor Name:
Assignor Qualification No.

By: _____
Signatory Name:
Signatory Title:

Execution Date

Assignee Name:
Assignee Qualification No.

By: _____
Signatory Name:
Signatory Title:

Execution Date

Part B: Certification and Acceptance

1. Each Assignor certifies it is the owner of the record title interest in the above-described lease that is hereby assigned to the Assignee(s) specified above.
2. **DEBARMENT COMPLIANCE:** Each Assignor and Assignee certifies its compliance with the Department of the Interior's nonprocurement debarment and suspension regulations at 2 CFR Subtitle B, Part 1400, and agree to communicate the requirement to comply with these regulations to persons with whom it does business related to this record title interest assignment by including the terms of the regulations in its contracts and transactions.
3. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION COMPLIANCE CERTIFICATION:** Each Assignor and Assignee certifies that it is in full compliance with Equal Opportunity Executive Order 11246, as amended, and the implementing regulations at 41 CFR 60-01 – Obligations of Contractors and Subcontractors; and 41 CFR 60-2 – Affirmative Action Programs.
4. **QUALIFICATIONS of ASSIGNOR(S) and ASSIGNEE(S):** Each Assignor and Assignee certifies that it: is established and officially recognized by the Bureau of Ocean Energy Management as qualified and authorized to bid on, acquire interests in, and hold OCS oil and gas leases; is exercising and meeting due diligence requirements on any other OCS lease in accordance with section 8 of the OCSLA, as amended (43 U.S.C. 1337(d)); is in good standing with acceptable operating performance as required by 30 CFR §§ 550 and 556; is not disqualified by BOEM from acquiring any new OCS leases or assigned interest(s) in existing leases because of unacceptable operating performance on any other OCS lease; is not failing to meet or exercise due diligence (as determined by BOEM after notice and opportunity for a hearing under 30 CFR part 590, subpart A); and is not restricted from bidding or acquiring interests in the lease or officially designated subdivision, therein, or grouped with any other entities on the restricted joint bidders list.
5. Assignee's execution of this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain bond(s) pursuant to regulations at 30 CFR §§ 550 and 556. This assignment is subject to the Outer Continental Shelf Lands Act of August 7, 1953, 67 Stat. 462; 43 U.S.C. 1331 et seq., as amended (the "Act"), and Assignee(s) is (are) subject to, and shall fully comply with, all applicable regulations now or to be issued under the Act. Notwithstanding any agreement between the Assignor(s) and Assignee(s), the parties' liability to the Bureau of Ocean Energy Management is governed by 30 CFR §§ 550 through 556.

This Assignment of Record Title Interest will be made effective between the parties hereto as of October 1, 2011, upon approval by the Bureau of Ocean Energy Management, United States Department of the Interior.

This instrument may be executed in any number of counterparts, each of which will be deemed an original instrument, but all of which together shall constitute but one and the same instrument provided, however, this instrument and any other counterpart hereof, will not be binding unless and until executed by all of the parties, and will not be accepted by the Bureau of Ocean Energy Management unless all counterparts are filed simultaneously.

By signing this document, you certify that your statements made herein are true, complete and correct to the best of your knowledge and belief and are made in good faith.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Assignor Name: Northstar Offshore Energy Partners, LLC
Assignor Qualification No. 3056

Assignor Name:
Assignor Qualification No.

By: _____
Signatory Name: Brian H. Macmillan
Signatory Title: Vice President- Land

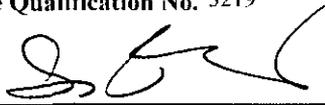
By: _____
Signatory Name:
Signatory Title:

Execution Date

Execution Date

Assignee Name: SCL Resources, LLC
Assignee Qualification No. 3219

Assignee Name:
Assignee Qualification No.

By: 
Signatory Name: Susanna Rivera
Signatory Title: Manager

By: _____
Signatory Name:
Signatory Title:

6/19/12

Execution Date

Execution Date

EXHIBIT A

Execution Version

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this "*Assignment*") is from Northstar Offshore Energy Partners, LLC, a Delaware limited liability company ("*Assignor*"), whose address is 11 Greenway Plaza, Suite 2800, Houston, Texas 77046, to ANKOR E&P Holdings Corporation, a Delaware corporation ("*ANKOR*"), whose address is 1615 Poydras Street, Suite 1100, New Orleans, Louisiana 70112, STX Energy E&P Offshore Management, LLC, a Texas limited liability company, whose address is STX Namsan Tower, 631 Namdeemunno 5-ga, Jung-ju, Seoul, Korea 100-958 ("*STX*") and SCL Resources, LLC, a Texas limited liability company, whose address is 840 Roosevelt 2 Fl, Irvine, California 92620 ("*Samchully*," and together with ANKOR and STX, collectively "*Assignee*"), and is effective as of 7:00 A.M., Central Time, on October 1, 2011 (the "*Effective Time*"). Capitalized terms used herein but not otherwise defined shall have the meanings given such terms in *Article 2* of this Assignment.

ARTICLE 1 ASSIGNMENT OF ASSETS

Section 1.1 Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, assigns, conveys and transfers unto Assignee all of Assignor's right, title and interest in and to the assets described in *Sections 1.1(a)* through *(i)* below (such assets, less and except the Excluded Assets (as hereinafter defined) and the Retained Assets (as hereinafter defined), collectively, the "*Assets*"), in the following percentages: an undivided 67.0% to ANKOR, an undivided 18.0% to STX and an undivided 15.0% to Samchully.

(a) the oil, gas and/or mineral leases described in *Exhibit A*, subject to any reservations or depth restrictions described in *Exhibit A*, together with any and all other right, title and interest of Assignor in and to the leasehold estates and other property interests and contractual rights created thereby subject to the terms, conditions, covenants and obligations set forth in such leases and/or *Exhibit A*, and all other interests of Assignor of any kind or character in such leases (whether legal or equitable, and whether vested or contingent), subject (in each case) to any reservation or depth restrictions described in *Exhibit A* (such interest in such leases, the "*Leases*");

(b) all wells located on any of the Leases or on any other lease with which any Lease has been unitized (such interest in such wells, including the wells set forth in *Exhibit A-1*, the "*Wells*"), and in all Hydrocarbons produced therefrom or allocated thereto, including any overriding royalties, production payments, net profits interests, fee mineral and royalty interests or similar interests;

(c) all rights and interests in, under or derived from all unitization and pooling agreements in effect with respect to any of the Leases or Wells and the units created thereby (the "*Units*");

(d) to the extent that they may be assigned, all Applicable Contracts and all rights thereunder;

(e) to the extent that they may be assigned, all permits, licenses, servitudes, easements and rights-of-way to the extent used primarily in connection with the ownership or operation of any of the Leases, Wells, Units or other Assets, including those set forth in *Exhibit A*;

(f) all equipment, machinery, fixtures and other personal, moveable and mixed property, operational and nonoperational, known or unknown, located on any of the Leases, Wells, Units or other Assets or primarily used in connection therewith, including pipelines, gathering systems, manifolds, buoys, well equipment, casing, tubing, pumps, motors, fixtures, machinery, compression equipment, flow lines, processing and separation facilities, platforms, structures, materials and other items primarily used in the operation thereof;

(g) all Imbalances relating to the Assets:

(h) all of the files, records, information and data, whether written or electronically stored, primarily relating to the Assets in Assignor's or its Affiliates' possession, including: (i) land and title records (including abstracts of title, title opinions and title curative documents); (ii) all Applicable Contracts and files related thereto; (iii) correspondence; (iv) operations, environmental, production, engineering and accounting records; (v) facility and well records; and (vi) all Safety and Environmental Management System (SEMS) related documents and procedures for the offshore assets operated by Seller, including the following: Process Hazardous Analysis and Remediation Plan, Operating Procedure, Safety and Environmental Equipment, Mechanical Integrity and Quality Assurance, and Emergency Response and Control; and

(i) all Seismic Contracts and Seismic Data and any related interpretive geophysical and geological data, in each case, relating to the Assets, but only to the extent such contracts and data may be assigned without Third Party consent or for which Third Party consent has been obtained pursuant to the terms of the Purchase Agreement.

EXCEPTING AND RESERVING to Assignor, however, all Excluded Assets and Retained Assets.

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

Section 1.2 Excluded Assets. "*Excluded Assets*" shall mean (a) all of Assignor's corporate minute books, financial records and other business records that relate to Assignor's business generally (including the ownership and operation of the Assets); (b) all trade credits, all accounts, all receivables and all other proceeds, income or revenues attributable to the Assets and attributable to any period of time prior to the Effective Time; (c) all claims and causes of action of Assignor arising under or with respect to any Contracts that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (d) subject to Section 11.3 of the Purchase Agreement, all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property; (e) all Hydrocarbons produced and sold from the Assets

with respect to all periods prior to the Effective Time; (f) all claims of Assignor for refunds of, rights to receive funds from any Governmental Authority or loss carry forwards with respect to (i) production or any other Taxes attributable to any period prior to the Effective Time, (ii) income or franchise Taxes or (iii) any Taxes attributable to the Excluded Assets; (g) all personal computers and associated peripherals and all radio and telephone equipment; (h) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (i) all documents and instruments of Assignor that may be protected by an attorney-client privilege; (j) all data that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with Third Parties; (k) all audit rights arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances assumed by Assignee; (l) all Seismic Contracts and Seismic Data and any related interpretive geological and geophysical data, in each case, relating to the Assets that requires Third Party consent for transfer to Buyer if such consent is not obtained as provided in Section 2.1(i) of the Purchase Agreement, or are otherwise not assignable by Seller; (m) documents prepared or received by Assignor with respect to (i) lists of prospective purchasers for such transactions compiled by Assignor, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Assignor of any bids submitted by any prospective purchaser, (iv) correspondence between or among Assignor, its respective representatives, and any prospective purchaser other than Assignee and (v) correspondence between Assignor or any of its respective representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Assignment; (n) any offices, office leases and any personal property located in or on such offices or office leases; (o) any leases and other assets specifically listed in Exhibit C to the Purchase Agreement; (p) any Hedge Contracts; (q) any debt instruments; (r) the Cash Escrow Account and (s) any assets described in Section 1.1(d), Section 1.1(e) or Section 1.1(i) that are not assignable.

Section 1.3 Retained Assets. "Retained Assets" shall mean the assets excluded from the transactions contemplated by the Purchase Agreement pursuant to Sections 11.2(d)(iii), 11.4(a)(i), 11.4(b)(i) and 12.1(b)(iii) of the Purchase Agreement.

Section 1.4 Assignment Subject to Purchase Agreement; Retained Rights and Obligations. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in that certain Purchase and Sale Agreement dated as of November 30, 2011 by and between Assignor and Assignee (the "*Purchase Agreement*"), a copy of which can be obtained from Assignee as the above referenced address. The terms and conditions of the Purchase Agreement are incorporated herein by reference, and in the event of a conflict between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control. The execution and delivery of this Assignment by Assignor, and the execution and acceptance of this Assignment by Assignee, shall not operate to release or impair any surviving rights or obligations of Assignor or Assignee under the Purchase Agreement.

ARTICLE 2 DEFINED TERMS

Section 2.1 Definitions. Capitalized terms that are not otherwise defined in this Assignment shall have the meanings given to such terms in the Purchase Agreement.

Section 2.2 Certain Defined Terms.

“*Affiliate*” shall mean any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, another Person. The term “control” and its derivatives with respect to any Person mean 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.

“*Applicable Contracts*” shall mean all Contracts to which Assignor is a party or is bound relating to any of the Assets and (in each case) that will be binding on Assignee after Closing, including: confidentiality agreements; farmin and farmout agreements; bottom hole agreements; crude oil, condensate and natural gas purchase and sale, gathering, transportation and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; saltwater disposal agreements; facilities or equipment leases; crossing agreements; letters of no objection; platform use agreements; production handling agreements; and other similar contracts and agreements, but exclusive of any master service agreements and Contracts relating to the Excluded Assets or the Retained Assets.

“*Assumed Obligations*” shall have the meaning set forth in the Purchase Agreement.

“*Closing*” shall have the meaning set forth in the Purchase Agreement.

“*Contract*” shall mean any written or oral contract, agreement, agreement regarding indebtedness, indenture, debenture, note, bond, loan, collective bargaining agreement, lease, mortgage, franchise, license agreement, purchase order, binding bid, commitment, letter of credit or any other legally binding arrangement, including farmin and farmout agreements; participation, exploration and development agreements, crude oil, condensate and natural gas purchase and sale, gathering, transportation and marketing agreements, operating agreements, balancing agreements, unitization agreements, processing agreements, facilities or equipment leases, platform use and platform sharing agreements, production handling agreements and other similar Contracts, but excluding, however, any Lease, easement, right-of-way, permit or other instrument creating or evidencing an interest in the Assets or any real or immovable property related to or used in connection with the operations of any Assets.

“*Governmental Authority*” shall mean any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or Taxing Authority or power, and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

“*Hedge Contract*” shall mean any Contract to which Assignor is a party with respect to any swap, forward, future or derivative transaction or option or similar agreement, whether exchange traded, “over-the-counter” or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"Hydrocarbons" shall mean oil and gas and other hydrocarbons produced or processed in association therewith.

"Imbalances" shall mean all Well Imbalances and Pipeline/Platform Imbalances.

"Law" shall mean any applicable statute, law, rule, regulation, ordinance, order, code, ruling, writ, injunction, decree or other official act of or by any Governmental Authority.

"Liabilities" shall mean any and all claims, causes of action, payments, charges, judgments, assessments, liabilities, losses, damages, penalties, fines and costs and expenses, including any attorneys' fees, legal or other expenses incurred in connection therewith and including liabilities, costs, losses and damages for personal injury or death or property damage or environmental damage or remediation.

"Person" shall mean any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, Governmental Authority or any other entity.

"Pipeline/Platform Imbalance" shall mean any marketing imbalance between the quantity of Hydrocarbons attributable to the Assets required to be delivered by Assignor under any Contract relating to the purchase and sale, gathering, transportation, storage, processing (including any production handling and processing at a platform or a separation facility) or marketing of Hydrocarbons and the quantity of Hydrocarbons attributable to the Assets actually delivered by Assignor pursuant to the relevant Contract, together with any appurtenant rights and obligations concerning production balancing at the delivery point into the relevant sale, gathering, transportation, storage or processing facility.

"Seismic Contract" means any Contract related to the acquisition, licensing, sale, modification or other use or ownership of geological, geophysical or seismic data or records, whether or not proprietary and whether or not processed, re-processed, migrated, stacked or otherwise modified ("Seismic Data"), and any similar contract, including seismic data licenses or other contracts providing for the exclusive or non-exclusive use, modification or disclosure of proprietary seismic data.

"Tax" or "Taxes" shall mean any tax (including any income tax, franchise tax, capital gains tax, gross receipts tax, license tax, value-added tax, surtax, excise tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, property tax, environmental tax, inventory tax, occupancy tax, severance tax, withholding tax, payroll tax, employment tax, gift tax, estate tax or inheritance tax, wealth tax, other import or export duties), levy, assessment, tariff, impost and levies of similar nature, imposition, toll, duty (including any customs duty), deficiency or fee, and any related charge or amount (including any fine, penalty or interest), imposed, assessed or collected by or under the authority of any Governmental Authority or payable pursuant to any tax-sharing agreement or pursuant to any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, impost, imposition, toll, duty, deficiency or fee, together with any interest and penalties with respect thereto, imposed by or on behalf of any Taxing Authority.

"Taxing Authority" shall mean, with respect to any Tax, the governmental entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the

collection of such Tax for such entity or subdivision, including any governmental or quasi-governmental entity or agency that imposes, or is charged with collecting, social security or similar charges or premiums.

"Third Parties" shall mean any Persons other than Assignor or Assignee or any of their respective Affiliates.

"Well Imbalance" shall mean any imbalance at the wellhead between the amount of Hydrocarbons produced from a Well and allocable to the interests of Assignor therein and the shares of production from the relevant Well to which Assignor is entitled, together with any appurtenant rights and obligations concerning future in kind and/or cash balancing at the wellhead.

ARTICLE 3 DISCLAIMERS

Section 3.1 Disclaimers of Warranties and Representations.

(a) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN ARTICLE IV OR SECTION 11.1(b) OF THE PURCHASE AGREEMENT, (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) 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, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING, ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF ASSIGNOR OR ANY OF ITS AFFILIATES).

(b) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE IV OR SECTION 11.1(b) OF THE PURCHASE AGREEMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES TO BE GENERATED BY THE ASSETS, (V) THE PRODUCTION OF OR ABILITY TO PRODUCE HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY ASSIGNOR

OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE IV OR SECTION 11.1(B) OF THE PURCHASE AGREEMENT, ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY OF THE ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE. WITH RESPECT TO ANY OF THE ASSETS THAT ARE LOCATED IN LOUISIANA OR LOCATED ON THE OUTER CONTINENTAL SHELF ADJACENT TO THE STATE OF LOUISIANA, ASSIGNEE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN EXPRESSLY CALLED TO ITS ATTENTION AND INCLUDES A WAIVER OF WARRANTY AGAINST REDHIBITORY VICES ARISING UNDER LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548, INCLUSIVE.

(c) OTHER THAN AS AND TO THE LIMITED EXTENT EXPRESSLY REPRESENTED OTHERWISE IN SECTION 4.14 OF THE PURCHASE AGREEMENT, ASSIGNOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THE PURCHASE AGREEMENT OR THIS ASSIGNMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND SUBJECT TO ASSIGNEE'S LIMITED RIGHTS AS SPECIFIED IN THE PURCHASE AGREEMENT FOR A BREACH OF ASSIGNOR'S REPRESENTATIONS SET FORTH IN SECTION 4.14 OF THE PURCHASE AGREEMENT, ASSIGNEE SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

(d) ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 3.1 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

ARTICLE 4 MISCELLANEOUS

Section 4.1 Assumed Obligations. Assignee hereby assumes the Assumed Obligations subject to the terms of the Purchase Agreement.

Section 4.2 Separate Assignments. Where separate assignments of Assets have been, or will be, executed for filing with and approval by applicable Governmental Authorities, any such separate assignments (a) shall evidence the Assignment and assignment of the applicable Assets herein made, and shall not constitute any additional Assignment or assignment of the Assets, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions, or limitations on warranties, set forth in this Assignment and are not intended to create, and shall not create, any representations, warranties or additional covenants of or by Assignor to Assignee, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

Section 4.3 Governing Law; Dispute Resolution. THIS ASSIGNMENT AND THE LEGAL RELATIONS AMONG THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS RULE OR PRINCIPLE THEREOF TO THE EXTENT SUCH RULE OR PRINCIPLE WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS ASSIGNMENT OR THE VALIDITY HEREOF, SHALL BE FINALLY SETTLED IN ACCORDANCE WITH SECTION 15.13 OF THE PURCHASE AGREEMENT.

Section 4.4 Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that nothing in this Assignment shall assign or grant, or in any way operate to assign or grant, any right, title or interest in, to or under the Purchase Agreement to any successor or assign of Assignee with respect to the Assets or any part thereof, it being expressly understood that rights, titles and interests under the Purchase Agreement may only be obtained or assigned in strict accordance with the terms thereof.

Section 4.5 Titles and Captions. All Article or Section titles or captions in this Assignment are for convenience only, shall not be deemed part of this Assignment and in no way define, limit, extend or describe the scope or intent of any provisions hereof. Except to the extent otherwise stated in this Assignment, references to "Articles" and "Sections" are to Articles

and Sections of this Assignment, and references to "Exhibits" are to the Exhibits attached to this Assignment, which are made a part hereof and incorporated herein for all purposes.

Section 4.6 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. Multiple counterparts of this Assignment may be recorded with federal agencies and in the counties and parishes of the states where the Assets are located, but the inclusion of a description of any Asset in more than one counterpart of this Assignment shall not be construed as having effected any cumulative, multiple or overlapping interest in the applicable Asset. Any signature hereto delivered by a party by facsimile or other electronic transmission shall be deemed an original signature hereto.

[Signature Page Follows]

EXECUTED as of the date of the parties' acknowledgments below, but effective at the Effective Time.

WITNESSES:


Name: James P. Williams


Name: Yvette Schultz

ASSIGNOR:

NORTHSTAR OFFSHORE ENERGY PARTNERS, LLC

By: 
Name: Brian H. Macmillan
Title: Vice President - Land

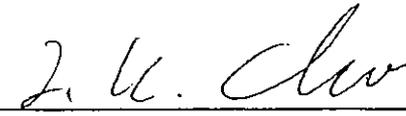
WITNESSES:


Name: James P. Williams


Name: Yvette Schultz

ASSIGNEE:

ANKOR E&P HOLDINGS CORPORATION

By: 
Name: Ilkwon Cho
Title: Vice President

WITNESSES:


Name: James P. Williams

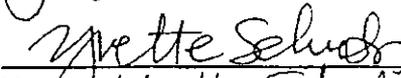

Name: Yvette Schultz

STX ENERGY E&P OFFSHORE MANAGEMENT, LLC

By: 
Name: Booyong Kim
Title: Manager

WITNESSES:


Name: James P. Williams


Name: Yvette Schultz

SCL RESOURCES, LLC

By: 
Name: Susanna Rivera
Title: Sole Manager

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

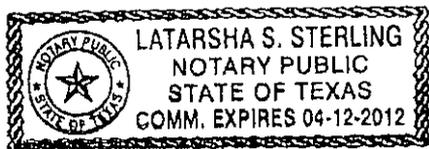
BE IT REMEMBERED, THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for Harris County, Texas, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 23rd day of December 2011, there personally appeared before me Brian H. Macmillan, Vice President - Land of Northstar Offshore Energy Partners, LLC, a Delaware limited liability company, known to me to be such Vice President - Land, such limited liability company being a party to the foregoing instrument, and I hereby further certify as follows:

ALABAMA, I, the undersigned notary in and for the said county and state, hereby certify that Brian H. Macmillan, whose name as Vice President - Land of Northstar Offshore Energy Partners, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Vice President - Land and with full authority, executed the same voluntarily, for and as the act of said limited liability company.

LOUISIANA, On this 23rd day of December 2011, before me appeared Brian H. Macmillan, to me personally known, who being by me duly sworn (or affirmed) did say that he is the Vice President - Land, of Northstar Offshore Energy Partners, LLC, a Delaware limited liability company, and that the instrument was signed and sealed on behalf of the limited liability company by authority of its board of managers and that he acknowledged the instrument to be the free act and deed of the limited liability company.

TEXAS, This instrument was acknowledged before me on this day, by Brian H. Macmillan, Vice President - Land of Northstar Offshore Energy Partners, LLC, a Delaware limited liability company, on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, Texas, on the day and year first above written.



A handwritten signature in black ink, appearing to be "L. Sterling", written over a horizontal line.

Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

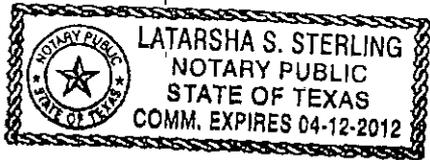
BE IT REMEMBERED, THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for Harris County, Texas, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 23rd day of December 2011, there personally appeared before me Ilkwon Cho, Vice President of ANKOR E&P Holdings Corporation, a Delaware corporation, known to me to be such Vice President, such corporation being a party to the foregoing instrument, and I hereby further certify as follows:

ALABAMA, I, the undersigned notary in and for the said county and state, hereby certify that Ilkwon Cho, whose name as Vice President of ANKOR E&P Holdings Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Vice President and with full authority, executed the same voluntarily, for and as the act of said corporation.

LOUISIANA, On this 23rd day of December 2011, before me appeared Ilkwon Cho, to me personally known, who being by me duly sworn (or affirmed) did say that he is the Vice President, of ANKOR E&P Holdings Corporation, a Delaware corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its board of directors and that he acknowledged the instrument to be the free act and deed of the corporation.

TEXAS, This instrument was acknowledged before me on this day, by Ilkwon Cho, Vice President of ANKOR E&P Holdings Corporation, a Delaware corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, Texas, on the day and year first above written.





Notary Public in and for the State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

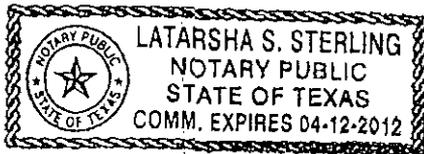
BE IT REMEMBERED, THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for Harris County, Texas, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 23rd day of December 2011, there personally appeared before me Booyong Kim, Manager of STX Energy E&P Offshore Management, LLC, a Texas limited liability company, known to me to be such Manager, such limited liability company being a party to the foregoing instrument, and I hereby further certify as follows:

ALABAMA, I, the undersigned notary in and for the said county and state, hereby certify that Booyong Kim, whose name as Manager of STX Energy E&P Offshore Management, LLC, a Texas limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager and with full authority, executed the same voluntarily, for and as the act of said limited liability company.

LOUISIANA, On this 23rd day of December 2011, before me appeared Booyong Kim, to me personally known, who being by me duly sworn (or affirmed) did say that he is the Manager, of STX Energy E&P Offshore Management, LLC, a Texas limited liability company, and that the instrument was signed and sealed on behalf of the limited liability company by authority of its board of managers and that he acknowledged the instrument to be the free act and deed of the limited liability company.

TEXAS, This instrument was acknowledged before me on this day, by Booyong Kim, Manager of STX Energy E&P Offshore Management, LLC, a Texas limited liability company, on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, Texas, on the day and year first above written.



Notary Public in and for the State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

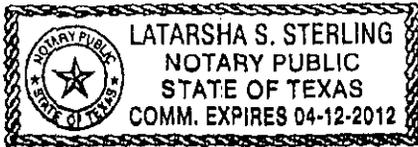
BE IT REMEMBERED, THAT I, the undersigned authority, a notary public duly qualified, commissioned, sworn and acting in and for Harris County, Texas, and being authorized in such county and state to take acknowledgments, hereby certify that, on this 23rd day of December 2011, there personally appeared before me Susanna Rivera, Sole Manager of SCL Resources, LLC, a Texas limited liability company, known to me to be such Sole Manager, such limited liability company being a party to the foregoing instrument, and I hereby further certify as follows:

ALABAMA, I, the undersigned notary in and for the said county and state, hereby certify that Susanna Rivera, whose name as Sole Manager of SCL Resources, LLC, a Texas limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such Sole Manager and with full authority, executed the same voluntarily, for and as the act of said limited liability company.

LOUISIANA, On this 23rd day of December 2011, before me appeared Susanna Rivera, to me personally known, who being by me duly sworn (or affirmed) did say that she is the Sole Manager, of SCL Resources, LLC, a Texas limited liability company, and that the instrument was signed and sealed on behalf of the limited liability company by authority of its Sole Manager and that she acknowledged the instrument to be the free act and deed of the limited liability company.

TEXAS, This instrument was acknowledged before me on this day, by Susanna Rivera, Sole Manager of SCL Resources, LLC, a Texas limited liability company, on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Houston, Texas, on the day and year first above written.



[Handwritten Signature]

Notary Public in and for the State of Texas

EXHIBIT A

LEASES

See attached.

EXHIBIT A

Attached to and made a part of that Assignment and Bill of Sale dated effective October 1, 2011 by and between ANKOR E&P Holdings Corporation, STX Energy E&P Offshore Management, LLC, and SCL Resources, LLC

LEASES

Lease No.	Area	Block	Lessor	Original Lessee	Lease/Alliquot Description	Ownership Rights
OCS-G 8641	East Cameron	83	United States of America	Koch Exploration Company	Operating Rights in all of Block 83, East Cameron Area, INSOFAR AND ONLY INSOFAR as to all depths below the stratigraphic equivalent of 12,650 feet MD as seen in the McMoran OCS-G 1478 Well No. 1.	Operating Rights
OCS-G 24883	Eugene Island	38	United States of America	Union Oil Company of California	Contractual Rights in the SE/4 of that portion of Block 38, Eugene Island Area, INSOFAR AND ONLY INSOFAR as to the surface to 11,500' TVD.	Assignment of Operating Rights Pending
OCS-G 2601	Eugene Island	57	United States of America	Marathon Oil Company Amerada Hess Corporation	Record Title in all of Block 57, Eugene Island Area	Record Title
					Operating Rights in the E/2 NE/4 NW/4; S/2 NW/4; SW/4; E/2 of Block 57, Eugene Island Area, INSOFAR AND ONLY INSOFAR as to those depths from the surface of the earth down to 100' below the stratigraphic equivalent of the base of the "TL-5" sand occurring at 12,100' MD.	Operating Rights
					Operating Rights in the NW/4 NW/4; W/2 NE/4 NW/4 of Block 57, Eugene Island Area, INSOFAR AND ONLY INSOFAR as to those depths from the surface of the earth down to 100' below the stratigraphic equivalent of the base of the "TL-5" sand occurring at a depth of 12,100' MD, as seen in the Marathon Oil Company OCS-G 2894 Well No. 12	Operating Rights
					Operating Rights in the NW/4 NW/4; W/2 NE/4 NW/4 of Block 57, Eugene Island Area, INSOFAR AND ONLY INSOFAR as to those depths from 100' below the stratigraphic equivalent of the base of the "TL-5" sand occurring at 12,100' MD as seen in the Marathon Oil Company OCS-G 2894 Well No. 12, Eugene Island, Block 38 to 100 feet below the stratigraphic equivalent of 12,750 feet TVD as seen in the log of the Bois d'Arc Offshore Ltd. OCS-G-2601 No. 14 Well	Operating Rights

Lease No.	Area	Block	Lessor	Original Lessee	Lease/Aliquot Description	Ownership Rights
OCS-G 2601	Eugene Island	57			Contractual Rights in the E/2 SE/4 NE/4 of Block 57, Eugene Island Area, INSOFAR AND ONLY INSOFAR as to those depths from the surface of the earth down to and including the stratigraphic equivalent depth of 13,097' SS TVD, as seen at 13,150' MD in the electric log of the Eugene Island Block 57 OCS-G 2601 Well No. 6 (API 17-709-40246-00), being the stratigraphic equivalent of the total depth drilled in the Eugene Island Block 58 OCS-G 2895 Well No. 8 BP-1 (API 17-709-41452-01) plus one hundred feet.	Contractual Rights
					Contractual Rights as to the E/2 SE/4 NE/4, of Block 57, Eugene Island Area, INSOFAR AND ONLY INSOFAR as to those depths from the surface of the earth down to and including the stratigraphic equivalent of 13,480', being 100' below the total depth drilled, as seen in the electric log of the OCS G-2895 Well No. 8 (API 17-709-41452-01).	Contractual Rights
					Contractual Rights as to the S/2 NW/4 NE/4; SW/4 NE/4; and W/2 SE/4 NE/4 of Block 57, Eugene Island Area, INSOFAR AND ONLY INSOFAR as to those depths from the surface of the earth down to and including the stratigraphic equivalent depth of 12,239' SS TVD, as seen at 12,270' MD in the electric log of the Eugene Island 57 OCS-G 2601 Well No. 3 (API 17-709-40224-00), being the stratigraphic equivalent of the total depth drilled in the Eugene Island 57 OCS-G 2601 Well No. 16 (API 17-709-41484-00) plus one hundred feet.	Contractual Rights
					Contractual Rights as to the NE/4 NE/4; N/2 NW/4 NE/4 of Block 57, Eugene Island Area, INSOFAR AND ONLY INSOFAR as to those depths from the surface of the earth down to and including the stratigraphic equivalent depth of 11,453' SS TVD, as seen at 11,670' MD in the electric log of the Eugene Island Block 38 OCS-G 2894 Well No. 5 ST-2 (API 17-709-40243-02), being the stratigraphic equivalent of the total depth drilled in the Eugene Island Block 38 OCS-G 24883 Well No. 17 (API 17-709-41485-00) plus one hundred feet.	Contractual Rights

Lease No.	Area	Block	Lessor	Original Lessee	Lease/Aliquot Description	Ownership Rights
OCS-G 2895	Eugene Island	58	United States of America	Marathon Oil Company Amerada Hess Corporation	Record Title in all of Block 58, Eugene Island Area.	Record Title
					Operating Rights in all of Block 58, Eugene Island Area, INSOFAR AND ONLY INSOFAR as to those depths from the surface of the earth down to 100' below the stratigraphic equivalent of the base of the "TL-5" sand occurring at 12,100MD, as seen in the Marathon Oil Company OCS G-2894, Well No. 12, Eugene Island Block 38 (API No. 17 709 4032500).	Operating Rights
					Contractual Rights as to the NE/4 NW/4; and N/2 NW/4 NW/4 of Block 58, Eugene Island Area, INSOFAR AND ONLY INSOFAR as to those depths from the surface down to 100' below the stratigraphic equivalent of the AE-11 Sand occurring at 11,040' TVD (11,655' MD), as seen in the Tana Exploration Company LLC OCS-G 2895, Well No. 7, Eugene Island Block 58 (API No. 17-709-41449-00).	Contractual Rights
					Contractual Rights as to the S/2 NW/4 NW/4; SW/4 NW/4; N/2 NW/4 SW/4 of said Block 58, Eugene Island Area, INSOFAR AND ONLY INSOFAR as to those depths from the surface of the earth down to and including the stratigraphic equivalent depth of 13,097' SS TVD, as seen at 13,150' MD in the electric log of the Eugene Island Block 57 OCS-G 2601 Well No. 6 (API 17-709-40246-00), being the stratigraphic equivalent of the total depth drilled in Eugene Island 58 OCS-G 2895 Well No. 8 BP-1 (API 17-709-41452-01) plus one hundred feet.	Contractual Rights
OCS-G 26032	Eugene Island (E/2)	208	United States of America	Pioneer Natural Resources USA, Inc.	Record Title in the E1/2 of Block 208, Eugene Island Area .	Record Title

Lease No.	Area	Block	Lessor	Original Lessee	Lease/Alquot Description	Ownership Rights
OCS 0577	Eugene Island (W/2)	208	United States of America	The Atlantic Refining Co. Continental Oil Company Cities Service Production Company Tidewater Associated Oil Co.	Record Title in the W1/2 of Block 208, Eugene Island Area, LESS AND EXCEPT the Operating Rights in the N/2 from 11,732' TVD and below.	Record Title
OCS 0807	Eugene Island	218	United States of America	Continental Oil Company	Record Title in the SE/4 of Block 218, Eugene Island Area, being Aliquot "C".	Record Title
					Overriding Royalty Interest reserved only as to the SE/4 of Block 218, Eugene Island Area, from the surface to 4,890' SS TVD.	ORRI
					Unit Portion of Eugene Island Block 218.	Unit
OCS-G 19797	Eugene Island	355	United States of America	Enron Oil & Gas Company Chieftain International (U.S.) Inc. Kerr-McGee Oil & Gas Corporation	Record Title in all of Block 355, Eugene Island Area, South Addition, LESS AND EXCEPT the Operating Rights from the surface to one hundred feet below the stratigraphic equivalent of 11,887' TVD.	Record Title
					Overriding Royalty Interest reserved as to those depths from the surface to one hundred feet below the stratigraphic equivalent of 11,887' TVD.	ORRI
OCS-G 2163	Grand Isle	94	United States of America	Mobil Oil Corporation Gulf Oil Corporation	Contractual Rights as to that certain wellbore known as the OCS-G 2163 #B-5 ST-3 Well (API No. 17-718-40020-03-S01).	Contractual Rights (Wellbore Only)
OCS-G 2404	High Island	A 283	United States of America	TransOcean Oil Inc. Bass Enterprises Production Co. General American Oil Company of Texas Kewanee Oil Company Koch Industries, Inc. LVO Corporation Unidel Oil Corporation Highland Resources, Inc.	Record Title in all of Block A 283, High Island Area, East Addition, South Extension.	Record Title
OCS-G 3241	High Island	A-443	United States of America	Mobil Oil Corporation Diamond Shamrock Corporation Union Oil Company of California	Record Title in all of Block A-443, High Island Area, South Addition.	Record Title
					Operating Rights in the E/2 NE/4 of Block A-443, High Island Area, South Addition, as to those depths from the surface to 99,999' TVD.	Operating Rights

Lease No.	Area	Block	Lessor	Original Lessee	Lease/Aliquot Description	Ownership Rights
OCS-G 5068	Mobile	870	United States of America	Placid Oil Company	Operating Rights in that portion of Block 870, Mobile, INSOFAR AND ONLY INSOFAR as to those depths above the stratigraphic equivalent of 100' below the depths of 2,358 feet subsea as encountered in the Santa Fe International Corporation OCS-G 5068 Well No. 1.	Operating Rights
OCS-G 15277	Ship Shoal	79	United States of America	Enron Oil & Gas Company	Record Title in all of Block 79, Ship Shoal Area, LESS AND EXCEPT the Operating Rights from the surface to one hundred feet below the stratigraphic equivalent of 11,318' TVD.	Record Title
					Overriding Royalty Interest reserved as to those depths from the surface to 100' below the stratigraphic equivalent of 11,318' TVD.	ORRI
OCS-G 32197	Ship Shoal	186	United States of America	Newfield Exploration Company	Record Title in all of Block 186, Ship Shoal Area, LESS AND EXCEPT the Operating Rights below 18,000' TVD.	Record Title
OCS-G 3587	South Pelto	8	United States of America	Mesa Petroleum Co. American Natural Gas Production Company Oil Development Company of Texas Oxy Petroleum, Inc. Reserve Oil, Inc. Aminoil USA, Inc. General Crude Oil Company	Record Title in all of Block 8, South Pelto Area.	Record Title
OCS-G 33663	South Pelto	12	United States of America	Northstar Offshore Energy Partners, LLC	Record Title in the E/2 of Block 12, South Pelto Area.	Record Title
OCS-G 3171	South Pelto	13	United States of America	Mesa Petroleum Co. American Natural Gas Production Company Oil Development Company of Texas Oxy Petroleum, Inc.	Record Title in all of Block 13, South Pelto Area.	Record Title
					Operating Rights in the NW/4 NW/4; and NW/4 NE/4 NW/4 of Block 13, South Pelto Area, INSOFAR AND ONLY INSOFAR as to those depths from the surface to a depth of 13,500' TVD as seen in the Phasor Induction/SFL log in the Zilkha Energy Company OCS-G 3171 No. 7 Well.	Operating Rights

Lease No.	Area	Block	Lessor	Original Lessee	Lease/Aliquot Description	Ownership Rights
OCS-G 3171	South Pelto	13	Continued		Operating Rights in the NW/4 NW/4; NW/4 NE/4 NW/4 of Block 13, South Pelto Area, from 13,500 feet (TVD/subsea), down to, but not below, the stratigraphic equivalent of 14,605 feet (TVD/subsea), as seen in the Phasor Induction/SFL log run in the Zilkha Energy Company OCS-G 3171 No. 7 Well.	Operating Rights
					Operating Rights in the NE/4; SE/4; S/2 SW/4; S/2 NW/4 SW/4; S/2 NE/4 SW/4; NE/4 NE/4 SW/4; E/2 SE/4 NW/4; E/2 NE/4 NW/4; SW/4 NE/4 NW/4 of Block 13, South Pelto Area, from the surface of the earth down to, but not below, the stratigraphic equivalent of 14,605 feet (TVD/subsea), as seen in the Phasor Induction/SFL log run in the Zilkha Energy Company OCS-G 3171 No. 7 Well.	Operating Rights
					Operating Rights in the SW/4 NW/4; W/2 SE/4 NW/4; N/2 NW/4 SW/4; NW/4 NE/4 SW/4 of Block 13, South Pelto Area, from the surface of the earth down to, but not below, the stratigraphic equivalent of 14,605 feet (TVD/subsea), as seen in the Phasor Induction/SFL log run in the Zilkha Energy Company OCS-G 3171 No. 7 Well.	Operating Rights
OCS 0605	South Timbalier	86	United States of America	Sinclair Oil & Gas Co.	Overriding Royalty Interest of reserved in the N/2 of Block 86, South Timbalier Area, as to all depths.	ORRI
OCS-G 18043	South Timbalier	156	United States of America	Samedan Oil Corporation Pogo Producing Company	Record Title in all of Block 156, South Timbalier Area, LESS AND EXCEPT Operating Rights in the 1) NW/4 below 17,690' TVD; 2) W/2 NE/4; & S/2 below 16,790' TVD; and 3) E/2 NE/4 below 23,000' TVD.	Record Title
OCS-G 33660	South Timbalier	158	United States of America	Northstar Offshore Energy Partners, LLC	Record Title in all of Block 158, South Timbalier Area, LESS AND EXCEPT the Operating Rights as to those depths below 19,000' TVD.	Record Title
OCS-G 33661	South Timbalier	159	United States of America	Northstar Offshore Energy Partners, LLC	Record Title in all of Block 159, South Timbalier Area, LESS AND EXCEPT the Operating Rights as to those depths below 19,000' TVD.	Record Title

Lease No.	Area	Block	Lessor	Original Lessee	Lease/Aliquot Description	Ownership Rights
OCS-G 1568	South Timbalier	184	United States of America	Cities Service Oil Company Atlantic Richfield Company Continental Oil Company	Record Title in the NW/4 of Block 184, South Timbalier Area, being Aliquot "A".	Record Title
					Operating Rights in the NW/4 of Block 184, South Timbalier Area, as to those depths below 13,600' TVD.	Operating Rights
					Unit portion - Block 184, South Timbalier Area.	Unit
OCS-G 9514	Vermilion	332	United States of America	Shell Offshore, Inc.	Contractual interest in Block 332, Vermilion Area, South Addition, INSOFAR AND ONLY INSOFAR as to the #A-5 ST-2 Well and before payout only.	Contractual Rights (Wellbore Only)
OCS-G 13606	Vermilion	379	United States of America	Sun Operating Limited Partnership Petrobras America Inc.	Record Title in all of Block 379, Vermilion Area, South Addition.	Record Title
OCS-G 23748	West Cameron	191	United States of America	Denbury Offshore, Inc.	Record Title in all of Block 191, West Cameron Area.	Record Title
OCS 0190	West Cameron	192	United States of America	Continental Oil Company The Atlantic Refining Company Tidewater Associated Oil Company Cities Service Oil Company	Record Title in the S/2 of Block 192, West Cameron Area.	Record Title
OCS 0191	West Cameron	193	United States of America	Continental Oil Company The Atlantic Refining Company Tidewater Associated Oil Company Cities Service Oil Company	Record Title in all of Block 193, West Cameron Area.	Record Title
OCS-G 10584	West Cameron	431	United States of America	Pelto Oil Company	Operating Rights as to the N/2 SE/4 NE/4 of Block 431, West Cameron Area, West Addition, INSOFAR AND ONLY INSOFAR as to those depths from 6,000' down to 12,500' TVD.	Operating Rights
					Contractual Rights as to the N/2 N/2 from 100' below the stratigraphic equivalent of the 6,500' Sand as seen in the log for the Hall-Houston Oil Company OCS-G 10584 Well No. A-3 between the depths of 6,478' and 6,483' TVD, down to 6,800' TVD; and further, 6,800' TVD to 20,000' TVD.	Contractual Rights
					Overriding Royalty Interest reserved only as to the N/2 N/2 from the surface to 100' below the stratigraphic equivalent of 6,500' TVD.	ORRI

Lease No.	Area	Block	Lessor	Original Lessee	Lease/Aliquot Description	Ownership Rights
OCS-G 3414	West Delta	34	United States of America	Transco Exploration Company Freeport Oil Company Energy Development Corporation Pioneer Production Corporation	Record Title in the N/2 of Block 34, West Delta Area.	Record Title
					Operating Rights in the N/2 of Block 34, West Delta Area, as to those depths from the surface down to 8,851' TVD.	Operating Rights
					Overriding Royalty Interest reserved as to the #A-12 well as to the N/2 of Block 34, West Delta Area, from the surface down to 8,851' TVD.	ORRI

SURFACE LEASE

Surface Lease	Lease #	Description	Lessor	Current Lessee
State of LA Waterbottom Lease	#506	State of Louisiana Commercial Water Bottom Lease #506 (2.39 acres) in which the South Pass 57 Platform "A" is located. Contractual Interest of 33.33000% based on Letter Agreement dated October 12, 1999, between PennzEnergy Exploration and Production, LLC and Pioneer Natural Resources, USA, Inc.	State of Louisiana	Devon Energy Production Co. (Apache)

RIGHTS OF WAY

Right-of-Way	Segment #	ROW - Legal Description	Lessor	Current Lessee
ROW OCS G-19695	11788	OCS-G 19695, Segment #11788. A 200-foot in width and 1.82 miles in length right-of-way for the installation, operation, and maintenance of a 6-5/8 inch pipeline to transport oil from Platform "A" in Vermilion Block 379, Lease OCS-G 13606, to an existing 16-inch subsea tie-in in Block 398, Lease OCS-G 9529, all in the Vermilion Area.	United States of America	Northstar Offshore Energy Partners, LLC
ROW OCS G-25354	5085	OCS-G 25354, Segment #5085. A 200-foot wide right-of-way to operate and maintain an existing 8 inch pipeline, 2.28 miles in length, and associated accessory Platform "E" to transport bulk gas from Eugene Island Block 38 Platform "E" to Eugene Island Block 57 Platform "D". The ROW Grant was modified to add Platform "E" as an appurtenance as of February 25, 2004.	United States of America	Northstar Offshore Energy Partners, LLC
ROW OCS G-28964	17955	OCS-G 28964, Segment #17955. Pipeline Right-of-Way (ROW) OCS-G 28964 is a 200-foot wide and 2.23 mile long corridor associated with Pipeline Segment No. (PSN) 17955. The purpose of pipeline ROW OCS-G 28964 is 1. to maintain and operate the associated 4-inch ROW pipeline (PSN 17955) and 2. to transport bulk gas through PSN 17955 from Platform E in Block 38 to Platform D in Block 57, all located in Eugene Island Area.	United States of America	Northstar Offshore Energy Partners, LLC

EXHIBIT A-1

WELLS

See attached.

Exhibit A-1

Attached to and made a part of that Assignment and Bill of Sale dated effective October 1, 2011 by and between ANKOR E&P Holdings Corporation, STX Energy E&P Offshore Management, LLC, and SCL Resources, LLC

Well Summary

Block	Lease #	Operator	Well	API #	Zone / Sand
EC 83	OCS-8641	Merit Energy Compan(ies) (Black Elk Energy Offshore Operations, LLC)	A03	17-703-40936-00	V5-Sand
EI 38	OCS-G 24883	Arena Offshore, LLC	17	17-709-41485-00	BB-2 SAND
EI 38	OCS-G 2894 (Terminated Lease)	Arena Offshore, LLC	009	17-709-40308-00	TA'ed
EI 57	OCS-G 2601	Arena Offshore, LLC	001	17-709-40209-00	TA'ed
EI 57	OCS-G 2601	Stone Energy Corporation	14 ST-2 /14D ST2	17-709-41266-02	AE-15 Sand AE-14 Sand
EI 57	OCS-G 2601	Arena Offshore, LLC	16	17-709-41484-00	AE-14
EI 57	OCS-G 2601	Stone Energy Corporation	#H-1 ST-1 (formerly the #15)	17-709-41279-01	BB-1 SAND
EI 58	OCS-G 2895	Tana Exploration Company LLC	007	17-709-41449-00	AE-7 Sand
EI 58	OCS-G 2895	Arena Offshore, LLC	008 BP-1	17-709-41452-01	TL-2
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	E-6	17-709-00778-00	JB C4
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	E-7 / 7D	17-709-00780-00	JM E7 / JB

Block	Lease #	Operator	Well	API #	Zone / Sand
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	E-11	17-709-00801-00	FS (M)
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	E-12	17-709-00802-00	FM Sand E-12
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	K-1	17-709--41079-00	GS Sand
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	K-2 BP-3	17-709-41084-00	GI Sand
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	K-3 ST-1 BP1	17-709-41091-01	FS Sand
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	K-4 BP-1	17-709-41179-00	FM Sand
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	K-5	17-709-41173-00	TA'ed
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	K-7D / K-7	17-709-41446-00	HD / HN
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	J-1D / J1 ST-1	17-709-40776-01	FSU C-6 /FSL
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	J2 ST-1	17-709-40801-01	GI Sand
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	J3	17-709-40807-00	GQ
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	J4 ST-1	17-709-40813-01	Upper JM
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	J-5 ST-1	17-709-40875-01	JB Sand
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	J-6	17-709-41063-00	GS Sand

Block	Lease #	Operator	Well	API #	Zone/Sand
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	J-7	17-709-41080-00	FS Sand
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	J-8D ST-1	17-709-41205-01	HN Sand
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	J-8 ST-1	17-709-41205-01	KR Sand
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	J-9 ST-1	17-709-41200-01	HN Sand
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	J-10 BP-2	17-709-41431-02	JM
EI 208	OCS- 0577	Northstar Offshore Energy Partners, LLC	J-11	17-709-41439-00	HN Sand
EI 218	OCS- 0807	McMoRan Oil & Gas LLC	B-3	17-709-41426-00	Lentic Sand
EI 355	OCS-G 19797	Hunt Oil Company	A-1	17-710-41544-00	Lower Lentic
EI 355	OCS-G 19797	Hunt Oil Company	A-2	17-710-41548-00	LL1, RB Sand
GI 94	OCS-G 2163	Apache Corporation	B05 ST-3	17-718-40020-03	CN-8 Sand
HI A-283	OCS-G 2404	Black Elk Energy Offshore Operations, LLC	A01 ST-1	42-711-40271-01 S02	L-9 Sand
HI A-283	OCS-G 2404	Black Elk Energy Offshore Operations, LLC	A02 ST-1	42-711-40399-01	L-8A Sand
HI A-283	OCS-G 2404	Black Elk Energy Offshore Operations, LLC	A03 ST-1	42-711-40400-01 S03	L-6 Sand
HI A-283	OCS-G 2404	Black Elk Energy Offshore Operations, LLC	A04 ST-1	42-711-40705-01 S02	L-1 Sand

Block	Lease	Operator	Well	API #	Zone / Sand
HI A-283	OCS-G 2404	Black Elk Energy Offshore Operations, LLC	A05	42-711-40847-00-S02	QPO
HI A-283	OCS-G 2404	Black Elk Energy Offshore Operations, LLC	A06	42-711-40851-00	L-9 Sand
HI A-283	OCS-G 2404	Black Elk Energy Offshore Operations, LLC	A07	42-711-40832-00-S02	L-5
HI A-283	OCS-G 2404	Black Elk Energy Offshore Operations, LLC	B-1 / B-1 D	42-711-40014-00-D02	TA'ed
HI A-283	OCS-G 2404	Black Elk Energy Offshore Operations, LLC	B-2 / B-2 D	42-711-40528-00-D02	TA'ed
HI A-283	OCS-G 2404	Black Elk Energy Offshore Operations, LLC	B-3	42-711-40853-00-S01	TA'ed
HI A-443	OCS-G 3241	Black Elk Energy Offshore Operations, LLC	A01	42-709-40313-00 S04	GA2 Sand Reservoir
HI A-443	OCS-G 3241	Black Elk Energy Offshore Operations, LLC	A02A ST-1	42-709-40358-01	GA-3 FLT BL
HI A-443	OCS-G 3241	Black Elk Energy Offshore Operations, LLC	A04	42-709-40487-00 S02	GA-2FBVC
HI A-443	OCS-G 3241	Black Elk Energy Offshore Operations, LLC	A05 ST-1	42-709-40493-01	GA-3 FLT BL
HI A-443	OCS-G 3241	Black Elk Energy Offshore Operations, LLC	A06 ST-1	42-709-40516-01 S02	GA2 FBII Sand
HI A-443	OCS-G 3241	Black Elk Energy Offshore Operations, LLC	A08	42-709-40533-00	GA2A/2B FB4A
HI A-443	OCS-G 3241	Black Elk Energy Offshore Operations, LLC	A9	42-709-40535-00	GA-2 Sand
HI A-443	OCS-G 3241	Black Elk Energy Offshore Operations, LLC	A10	42-709-40549-00	GA-2A

Block	Lease #	Operators	Well	API #	Zone / Sand
HI A-443	OCS-G 3241	Black Elk Energy Offshore Operations, LLC	A11	42-709-40548-00	TA'ed
HI A-443	OCS-G 3241	Black Elk Energy Offshore Operations, LLC	A13 BP2	42-709-41158-02	TA'ed
MO 870	OCS-G 5068	EOG (Northstar Offshore Energy Partners, LLC)	A01	60-815-40035-00 S01	DISCORBIS 12
MO 870	OCS-G 5068	EOG (Northstar Offshore Energy Partners, LLC)	#02	60-815-40043-00 S01	DISCORBIS 12
PL 8	OCS-G 3587	Northstar Offshore Energy Partners, LLC	B005	17-713-40082-00	I Sand
PL 8	OCS-G 3587	Northstar Offshore Energy Partners, LLC	B003	17-713-40056-00	CP-10 FBA
PL 8	OCS-G 3587	Northstar Offshore Energy Partners, LLC	A005 E	17-713-40024-00	CP-8
PL 8	OCS-G 3587	Northstar Offshore Energy Partners, LLC	A007	17-713-40035-00	CP-10
PL 8	OCS-G 3587	Northstar Offshore Energy Partners, LLC	B001	17-713-40041-00	CP-10 FBA
PL 13	OCS-G 3171	Pisces Energy, LLC	007 ST-1	17-713-40185-01	CP 11A (in progress)
PL 13	OCS-G 3171	Pisces Energy, LLC	009 ST #1 (WB-1)	17-713-40197-01	CP 12B Sand
PL 13	OCS-G 3171	Northstar Offshore Energy Partners, LLC	A003 A	17-713-40019-00	CP-8
PL 13	OCS-G 3171	Northstar Offshore Energy Partners, LLC	A006	17-713-40026-00	Cris K
PL 13	OCS-G 3171	Northstar Offshore Energy Partners, LLC	A001	17-713-40012-00	T&A

Block	Lease #	Operator	Well	API #	Zone/ Sand
PL 13	OCS-G 3171	Northstar Offshore Energy Partners, LLC	A002 A ST-1	17-713-40015-01	CP-10 FBA
PL 13	OCS-G 3171	Northstar Offshore Energy Partners, LLC	B002	17-713-40049-00	CP-10 FBA
PL 13	OCS-G 3171	Northstar Offshore Energy Partners, LLC	B004	17-713-40059-00	J Sand
SS 79	OCS-G 15277	XTO Offshore	A02-D	17-711-41343-00 D02	Tex 3 Sand
SS 186	OCS-G 32197	Newfield Exploration	C1	17-711-41535-01	TX X-13
ST 86	OCS- 0605	Energy Resources Tech	E5	17-715-41228-00 S01	3700' Sand
ST 86	OCS- 0605	Energy Resources Tech	E4	17-715-41227-00 S01	3800 Caprock
ST 86	OCS- 0605	Energy Resources Tech	F002 ST-1 BP1	17-71540797-03 S01	Q-1 Sand
ST 156	OCS-G 18043	Northstar Offshore Energy Partners, LLC	B01 ST-1	17-715-41112-02 S01	Rob E Sand
ST 184	OCS-G 1568	Black Elk Energy Offshore Operations, LLC	A5	17-715-40076-00	13200 Sand
VR 332	OCS-G 9514	Dynamic Offshore Resources NS, LLC	A-5 ST-2	17-706-40778-02	HA Sand
VR 379	OCS-G 13606	Northstar Offshore Energy Partners, LLC	A001 (#1)	17-706-40798-00	EF
VR 379	OCS-G 13606	Northstar Offshore Energy Partners, LLC	A002 ST-1	17-706-40828-01	TRIM AE SEG4

Block	Lease #	Operator	Well	API #	Zone / Sand
VR 379	OCS-G 13606	Northstar Offshore Energy Partners, LLC	A003	17-706-40832-00	EF
VR 379	OCS-G 13606	Northstar Offshore Energy Partners, LLC	A004 ST-1	17-706-40829-02	EF
VR 379	OCS-G 13606	Northstar Offshore Energy Partners, LLC	A005 ST-1	17-706-40833-01	EF
VR 379	OCS-G 13606	Northstar Offshore Energy Partners, LLC	A006	17-706-40830-00	BD Upper
VR 379	OCS-G 13606	Northstar Offshore Energy Partners, LLC	A7 ST-1	17-706-40837-01	EF
WC 191	OCS-G 23748	McMoRan Oil & Gas LLC	A12	17-700-41172-00 D02	IP Sand
WC 191	OCS-G 23748	McMoRan Oil & Gas LLC	A12D	17-700-41172-00 D01	IS Sand
WC 192	OCS- 0190	McMoRan Oil & Gas LLC	A01	17-700-00210-00 S06	HE Sand
WC 192	OCS- 0190	McMoRan Oil & Gas LLC	A10 ST1	17-700-00397-01	IB Sand
WC 192	OCS- 0190	McMoRan Oil & Gas LLC	A-11	17-700-40948-00	IP Sand
WC 192	OCS- 0190	McMoRan Oil & Gas LLC	B06	17-700-40295-00	FQ SD Sand
WC 192	OCS- 0190	McMoRan Oil & Gas LLC	B07	17-700-40301-00 S01	FN B1 Sand
WC 192	OCS- 0190	McMoRan Oil & Gas LLC	B1	17-700-00219-00	FL B1
WC 192	OCS- 0190	McMoRan Oil & Gas LLC	B2	17-700-00220-00	ER B1 U

Block	Lease #	Operator	Well	API #	Zone/Sand
WC 192	OCS- 0190	McMoRan Oil & Gas LLC	B6	17-700-40295-00	FQ SD
WC 192	OCS- 0190	McMoRan Oil & Gas LLC	B08	17-700-40894-00 D02	GM/GN Sand
WC 192	OCS- 0190	McMoRan Oil & Gas LLC	B08 D	17-700-40894-00 D03	EM Sand
WC 192	OCS- 0190	McMoRan Oil & Gas LLC	B09	17-700-40923-00 S05	EA Sand
WC 192	OCS- 0190	McMoRan Oil & Gas LLC	B10 A	17-700-41075-00 S08	EJ Sand
WC 193	OCS- 0191	McMoRan Oil & Gas LLC	001	17-700-41260-00 S01	KX Sand
WC 193	OCS- 0191	McMoRan Oil & Gas LLC	A3D	17-700-00212-00 S04	FC Sand
WC 193	OCS- 0191	McMoRan Oil & Gas LLC	B3	17-700-00221-00	JK B1 Sand
WC 193	OCS- 0191	McMoRan Oil & Gas LLC	B4 ST1	17-700-00222-01	FC Sand
WC 193	OCS- 0191	McMoRan Oil & Gas LLC	B-11	17-700-41111-00 S01	KX Sand
WC 431	OCS-G 10584	Energy Partners, Ltd	A2	17-701-40332-00	5650' Upper Sand
WC 431	OCS-G 10584	Energy Partners, Ltd	A3	17-701-40347-00	5800' Sand
WC 431	OCS-G 10584	Hall Houston Exploration III	A4 ST-1 BP1	17-701-40333-02	H-3 Sand
WD 34	OCS-G 3414	Mariner Energy	002	17-719-40143-00	K3 RC

Block	Lease	Operator	Well	API#	Zone / Sand
WD 34	OCS-G 3414	Mariner Energy	003	17-719-40144-00	K3 RD
WD 34	OCS-G 3414	Mariner Energy	A4	17-719-40154-00	11500 RA
WD 34	OCS-G 3414	Mariner Energy	A6A BP1	17-719-40163-00	11500 RA
WD 34	OCS-G 3414	Mariner Energy	A7 A	17-719-40167-00	11500 RA
WD 34	OCS-G 3414	Mariner Energy	008 ST-1	17-719-40330-01	K 5A Sand
WD 34	OCS-G 3414	Mariner Energy	9	17-719-40380-00	No Sand listed
WD 34	OCS-G 3414	Mariner Energy	A-12	17-719-40723-00	Cris K