

(713) 626-9696

11 Greenway Plaza  
Suite 2800  
Houston, Texas 77046

FAX (713) 626-3444

Via Overnight Delivery

September 12, 2017

Bureau of Ocean Energy Management  
Adjudication Unit  
1201 Elmwood Park Blvd.  
New Orleans, Louisiana 70123-2390

**Re: Non-Required Filing - Assignment, Conveyance and Bill of Sale**

Dear Land Law Examiner:

Please find attached an Assignment, Conveyance and Bill of Sale by and between Northstar Offshore Group, LLC (3217) and Northstar Offshore Ventures LLC (3520). We respectfully request this document be placed within the Non-Required files under the category indicated below.

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

**Parties:** Northstar Offshore Group, LLC (3217), *as Assignor*  
to  
Northstar Offshore Ventures LLC (3520), *as Assignee*

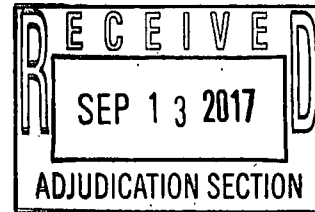
**File Under Category:** #7 "Contracts, Agreements, and Conveyances"

**Leases Affected:** Ship Shoal Block 201 OCS-G 31393

A Pay-Gov receipt in the amount of \$29.00 is enclosed representing the captioned lease. Should you have any questions regarding these submittals, please contact the undersigned at (713) 386-1040.

Sincerely,

Sherry Gosnell  
Property Administration Manager



## ASSIGNMENT, CONVEYANCE AND BILL OF SALE

STATE OF TEXAS           §

COUNTY OF HARRIS       §

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this "*Assignment*"), dated effective as of August 1, 2017 at 12:01 a.m. Central Daylight Time (the "*Effective Time*"), is made by NORTHSTAR OFFSHORE GROUP, LLC, a Delaware limited liability company, whose address is 11 Greenway Plaza, Suite 2800, Houston, Texas 77046 ("*Assignor*") to Northstar Offshore Ventures LLC a Delaware limited liability company whose address is 15 Appledore Lane, Natural Bridge, VA 247578 ("*Assignee*"). This Assignment is executed and delivered in connection with and pursuant to the terms of that certain Asset Purchase Agreement by and between Assignor and Assignee dated August 2, 2017 (the "*Asset Purchase Agreement*"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Asset Purchase Agreement.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby **SELL, ASSIGN, CONVEY AND TRANSFER** unto Assignee, all of Assignor's right, title, and interest in and to the following (collectively, the "*Assets*"):

- (a) All of the oil and gas leases; subleases and other leaseholds; net profits interests; carried interests; farmout rights; options; contractual rights; and other properties and interests described on **Exhibit A** (collectively, the "*Leases*"), together with each and every kind and character of right, title, claim, and interest that Assignor has in and to the lands covered by the Leases or the lands currently pooled, unitized, communitized or consolidated therewith (collectively, the "*Lands*");
- (b) All oil, gas, water, disposal or injection wells shown on **Exhibit A-1** whether producing, shut-in, or temporarily or permanently abandoned, and any other oil, gas, water, disposal or injection wells located on or associated with the Lands, even if not shown on **Exhibit A-1**, whether producing, shut-in, or temporarily or permanently abandoned (collectively, the "*Wells*");
- (c) All pools and units shown on **Exhibit A-1**, and all pools and units which include any Lands or all or a part of any Leases or include any Wells (the "*Units*"; the Units, together with the Leases, Lands and Wells, being hereinafter referred to as the "*Properties*"), and including all interest of Assignor derived from the Leases in production of Hydrocarbons from any such Unit, whether such Unit production of Hydrocarbons comes from Wells located on or off of a Lease, and all tenements, hereditaments and appurtenances belonging to the Leases and Units;

- (d) All contracts, agreements, and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties, only to the extent such contracts are valid and existing and applicable to the Properties rather than Assignor's other properties, including but not limited to, operating agreements, unitization, pooling and communitization agreements, declarations and orders, joint venture agreements, farm in and farmout agreements, exploration agreements, participation agreements, exchange agreements, transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas or processing agreements to the extent applicable to the Properties or the Hydrocarbons produced from the Properties, including but not limited to those identified on **Exhibit A-2** (collectively, the "**Contracts**"), but excluding any master service agreements and any contracts, agreements and instruments to the extent transfer is restricted by third-party agreement or applicable Law and the necessary consents to transfer are not obtained pursuant to Section 6.5 of the Asset Purchase Agreement and provided that "**Contracts**" shall not include the instruments constituting the Leases or Easements;
- (e) All easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights and all contracts, agreements, and instruments by which they are bound (collectively, the "**Easements**") appurtenant to, and used or held for use in connection with the Properties (including those identified on **Exhibit A-3**), but excluding any permits and other rights to the extent transfer is restricted by third-party agreement or applicable Law and the necessary consents to transfer are not obtained pursuant to Section 6.5 of the Asset Purchase Agreement;
- (f) All platforms, equipment, machinery, fixtures and other tangible personal property and improvements set forth on **Exhibit A-4** and all other platforms, equipment, machinery, fixtures and other tangible personal property and improvements located on the Properties or used, or held for use, in connection with the operation of the Business, including all furniture, equipment and other personal property located in Assignor's office located at 11 Greenway Plaza, Suite 2800, Houston, Texas, 77046 (collectively, "**Equipment**");
- (g) All flow lines, pipelines, gathering systems and appurtenances thereto set forth on **Exhibit A-5** and all flow lines, pipelines, gathering systems and appurtenances thereto located on the Properties or used, or held for use, in connection with the operation of the Business (collectively, "**Pipelines**" and, together with the Equipment and Wells, "**Personal Property**");
- (h) All Hydrocarbons produced from, located on or otherwise attributable to, the Leases, Lands, and Wells from and after the Effective Time;
- (i) All Imbalances as set forth on Schedule 4.14 of the Asset Purchase Agreement;
- (j) All lease files; land files; well files; gas and oil sales contract files; gas processing files; division order files; abstracts; title opinions; land surveys; environmental surveys, inspections, assessments, and reports; logs; maps; engineering data and reports; interpretive data, technical evaluations and technical outputs; reserve studies

and evaluations, to the extent delivered to Buyer prior to the date hereof; and other books, records, data, files, and accounting records, in each case to the extent related to the Business, the Assumed Liabilities or Assets, or used or held for use in connection with the maintenance or operation thereof, but excluding (i) any books, records, data, files, logs, maps, evaluations, outputs, and accounting records to the extent disclosure or transfer would result in a violation of applicable Law or is restricted by any Transfer Requirement that is not satisfied pursuant to Section 6.5 of the Asset Purchase Agreement, (ii) computer or communications software or intellectual property (including tapes, codes, data and program documentation and all tangible manifestations and technical information relating thereto), (iii) attorney-client privileged communications and work product of Assignor's or any of its Affiliates' legal counsel (other than title opinions), (iv) reserve studies and evaluations other than any that have been delivered to Buyer prior to the date hereof, and (v) records relating to the negotiation and consummation of the sale of the Assets (subject to such exclusions, the "**Records**"); provided, however, that Assignor may retain the originals of such Records as Assignor has reasonably determined may be required for existing litigation, tax, accounting, and auditing purposes;

- (k) All Geological Data (provided it is not subject to a Transfer Requirement that is not satisfied pursuant to Section 6.5 of the Asset Purchase Agreement), including without limitation the Geological Data listed on Schedule 1.2(k) to the Asset Purchase Agreement, and all reserve estimates and economic estimates related to the Properties prepared by Assignor or its Affiliates;
- (l) All computers, software (provided it is transferable), specialty tools, SCADA systems, peripherals, radio equipment, and telephone equipment, except as listed in Schedule 1.3(h) to the Asset Purchase Agreement;
- (m) All proprietary and other computer software to the extent transferrable;
- (n) To the extent transferrable pursuant to applicable Law, all Governmental Authorizations;
- (o) All trade credits, account receivables, note receivables, take-or-pay amounts receivable, and other receivables, attributable to the Assets with respect to (any period prior to the Effective Time, solely to the extent that any such receivables are owed to Seller by a party entitled to a payment under a Senior Statutory Lien, a Cure Amount or other Assumed Liability, up to the amount of the Assumed Liability payable to such party and, (ii) any period of time on or after the Effective Time;
- (p) Subject to Section 8.12 of the Asset Purchase Agreement, all right, title, and interest in and to all causes of action, including claims under directors and officers insurance policies and any rights of insurance in connection therewith, whether or not related to the Properties;
- (q) The tradename "Northstar" and all registered or unregistered logos, trademarks, symbols, service marks, copyrights, trade names, or other intellectual property

associated with the Business (including applications or pending applications thereof); and

- (r) All premium payments, premium advances, collateral and escrowed funds provided in connection with any of the Seller's bonds that relate to the Assets, including all Replacement Bonds and all rights, but not obligations of Seller in all collateral, funds or credit support (including letters of credit) provided in connection with any such bond.

Notwithstanding anything contained herein to the contrary, the Assets do not include and specifically exclude any and all of the Excluded Assets. It is the intent of Assignor to convey and this Assignment hereby conveys to the Assignee, subject to the terms of the Asset Purchase Agreement and to the reservations and conditions herein contained, from and after the Effective Time, Assignor's interests in the Assets, subject to Permitted Liens, regardless of errors in description, any incorrect or misspelled names, or any mis-transcribed or incorrect recording references.

2. Excluded Assets. Assignor specifically excepts from this Assignment and reserves unto itself, as applicable, the Excluded Assets, which are identified on **Exhibit B** attached hereto and made a part hereof.

3. Special Warranty of Title. Assignor represents and warrants that (i) this Assignment is made and the Assets are being conveyed, in each case free and clear of all Liens and Claims (other than the Assumed Liabilities and the Permitted Encumbrances); and (ii) this Assignment is made by Assignor unto Assignee with a special warranty of Defensible Title for any person claiming by through and/or under Assignor or its Affiliates, but not otherwise, to the Units and Wells shown on **Exhibit A-1** as to the interests shown thereon, subject to the Permitted Encumbrances ("**Special Warranty**"). Except as set forth above, this assignment is otherwise without any warranty of title of any kind, express implied or statutory or otherwise. Assignee's protection under the Special Warranty is limited as to the Allocated Values, as set forth in the Asset Purchase Agreement.

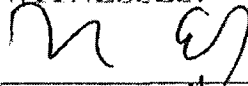

4. Asset Purchase Agreement. This Assignment is subject to the Asset Purchase Agreement, and nothing in this Assignment shall operate to limit, release or impair any of Assignor's or Assignee's respective rights, obligations, remedies, or indemnities in the Asset Purchase Agreement. To the extent the terms and provisions of this Assignment are in conflict or inconsistent with the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

5. Successors and Permitted Assigns. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and permitted assigns.

[SIGNATURE PAGES FOLLOW.]

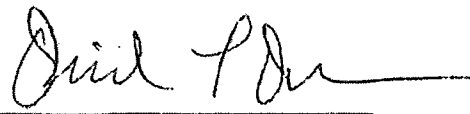
IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this instrument before the undersigned competent witnesses on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.

**WITNESSES:**

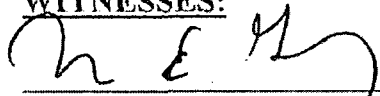

  
Print name: Henry E. Garner Jr  
  
Print name: Brian N. Brantley

**ASSIGNOR:**

NORTHSTAR OFFSHORE GROUP, LLC,  
a Delaware limited liability company

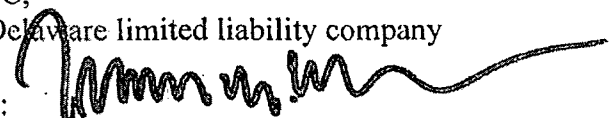
By:   
Name: David L. Dean  
Title: President & CEO

**WITNESSES:**

  
Print name: Henry E. Garner Jr  
  
Print name: Brian N. Brantley

**ASSIGNEE:**

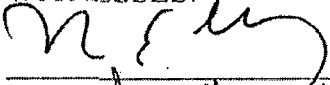
NORTHSTAR OFFSHORE VENTURES  
LLC,  
a Delaware limited liability company


By:   
Name: Thomas M. Clarke  
Title: Chief Executive Officer


STATE OF LOUISIANA       §  
  §  
PARISH OF ORLEANS       §

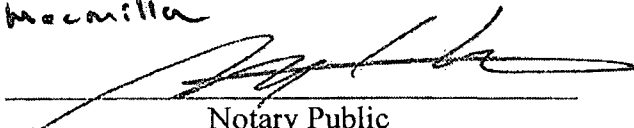
BE IT KNOWN, that on this 2<sup>nd</sup> day of AUGUST, 2017, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared David L. Dean appearing herein in his capacity as President & CEO of NORTHSTAR OFFSHORE GROUP, LLC, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of said limited liability company, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.

WITNESSES:

  
Print Name: Adam E. Garner Jr

  
Print Name: Brad H. Macmillan

  
\_\_\_\_\_  
[Apparer]

  
\_\_\_\_\_  
Notary Public

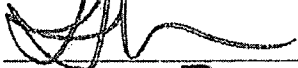
Print name: \_\_\_\_\_ **Anthony C. Marino**  
My Commission Expires: \_\_\_\_\_ **Notary Public**  
Commission Number: \_\_\_\_\_ **Parish of Orleans, State of Louisiana**  
[SEAL] **My Commission is Issued for Life.**  
**Louisiana Bar Roll No. 17307**

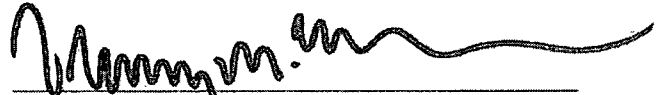
STATE OF LOUISIANA     §  
  §  
PARISH OF ORLEANS     §

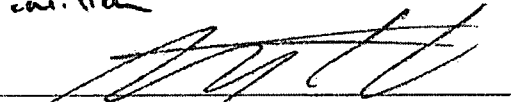
BE IT KNOWN, that on this 2<sup>nd</sup> day of AUGUST, 2017, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared Thomas M. Clarke appearing herein in his capacity as Chief Executive Officer of NORTHSTAR OFFSHORE VENTURES LLC, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said limited liability company, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of said limited liability company, and that the said instrument is the free act and deed of the said liability company and was executed for the uses, purposes and benefits therein expressed.

WITNESSES:

  
\_\_\_\_\_  
Print Name: Henry F. Geaux Jr

  
\_\_\_\_\_  
Print Name: Bridie N. McCarilla

  
\_\_\_\_\_  
[Appearer]

  
\_\_\_\_\_  
Notary Public

Print name: Anthony C. Marino  
My Commission Expires: Notary Public  
Commission Number: Parish of Orleans, State of Louisiana  
[SEAL] **My Commission is Issued for Life.**  
**Louisiana Bar Roll No. 17307**



**EXHIBIT "A"**  
**LEASES**

**FEDERAL AND STATE OF LOUISIANA LEASES:**

Area	Block	Lease No.	Lease Date	Lessor	Original Lessee	Lease/Aliquot Description	Ownership Rights
Eugene Island	32	OCS-0196	11/26/46	United States of America	The Pure Oil Company	All of Block 32, Eugene Island Area, as to those depths from 13,500' to 50,000' MD. (Deep Rights only).	Operating Rights #2
Eugene Island	183	OCS-G 17981	8/1/1997	United States of America	Elf Exploration, Inc.	All of Block 183, Eugene Island Area, OCS Leasing Map, Louisiana Map No. 4.	Record Title
Eugene Island	184	OCS-G 5498	7/1/1983	United States of America	Odeco Oil & Gas Company Monsanto Oil Company Murphy Oil Corporation	All of Block 184, Eugene Island Area, OCS Leasing Map No. 4.	Record Title (Aliquot A) S/2
						All of Block 184, Eugene Island Area, OCS Leasing Map No. 4.	Record Title (Aliquot B) N/2
High Island	A-443	OCS-G 3241	9/1/1975	United States of America	Mobil Oil Corporation Diamond Shamrock Corporation Union Oil Company of California	All of Block A-443, High Island Area, South Addition, as shown on OCS Official Leasing Map, Texas Map No. 7B.	Record Title
						E/2 NE/4 of Block A-443, High Island Area, South Addition, from surface to 99,999' TVD.	Operating Rights #1
						Contractual Obligation: Northstar is obligated to offer W&T the opportunity to participate (at 50% of our interest) should Northstar elect to perform operations to the #1 Well. See Project Summary information and specific language regarding this obligation in Section 7.09 of the PSA between W&T & Black Elk dated effective 9/14/2009.	Contractual Obligation
High Island	A-571	OCS-G 2391	8/1/1973	United States of America	Texas Pacific Oil Company, Inc. El Paso Natural Gas Company CNG Producing Company	All of Block A-571, High Island Area, South Addition, Official Leasing Map, Texas Map No. 7B	Record Title
						S/2 SE/4 NE/4; E/2 SE/4; E/2 NW/4 SE/4; AND E/2 SW/4 SE/4 of Block A-571, High Island Area, South Addition, and then INSOFAR AND ONLY INSOFAR AS to the Glob Alt Sand Reservoir, defined as that productive zone occurring within the interval 12,519 feet TVD and 13,028 feet TVD, electric log, in well #C-22.	Operating Rights #1
Main Pass	64	OCS-G 4909	12/1/1981	United States of America	Howell Petroleum Corporation	That portion of Block 64, Main Pass Area, Louisiana Map No.10, which is more than three geographical miles seaward from the line described in the supplemental decree of the U. S. Supreme Court, June 16, 1975 (United States vs. Louisiana, 422 U.S. 13)	Record Title

Area	Block	Lease No.	Lease Date	Lessor	Original Lessee	Lease/Aliquot Description	Ownership Rights
Main Pass	64	CONTINUED				That portion of Block 64, Main Pass Area, from Surface to 9,000' - Less and Except as to the 7300' Sand Unit. Surface to 9,000' TVD. Includes Wells #5-ST2, #7 #10 #11 #15 #B-21 Shortstring & B-22 ST1 Wells	Title Depth #1
						That portion of Block 64, Main Pass Area, covers depths from, but not including, 9,000' to a depth 100' below the correlative point encountered at TVD 8,960' in the Howell Petroleum #1 Well. (No wells currently producing in this zone)	Title Depth #2
						That portion of Block 64, Main Pass Area, covers depths below a depth of 100% below the correlative point encountered at a TVD depth of 8,960' in the Howell Petroleum #1 Well (Less and Except as to Deep Operating Rights in the S/2 below, 11,500'). No wells currently producing in this zone	Title Depth #3
						That portion of Block 64, Main Pass Area, INSOFAR AND ONLY INSOFAR AS the lease covers the South Half (S1/2) of the block, below the stratigraphic equivalent of 11,500' subsea as seen on the electric log on the OCS-G 4909 Well #20. Known as "Deep Operating Rights".	Operating Rights #1
						Unit covers the 7300' Sand Reservoir as that productive zone occurring within the interval from 7323 feet to 7482 feet, as in Well #11, Lease OCS-G 4909 within the Unit Area containing a total of 1879 acres.  Note: NRI in Unit can change based upon meeting various accumulations of production.	Unit Interests
Main Pass	65	OCS-G 5692	7/1/1983	United States of America	Total Petroleum, Inc.	All of Block 65, Main Pass Area, OCS Leasing Map, Louisiana Map No. 10.	Record Title
						All of Block 65, Main Pass Area, OCS Leasing Map, Louisiana Map No. 10. Record Titles to depths from the surface to stratigraphic equivalent of 8,600' TVD in the Total Petroleum Main Pass 64 A-2 well (Less and Except the 73,000' Sand Unit).	Title Depth #1
						All of Block 65, Main Pass Area as to depths from, but not including, the stratigraphic equivalent of 8600' TVD in the Total Petroleum A-2 well to a depth 100' below the correlative point at a TVD of 8,750' in the #2 Well.	Title Depth #2
						All of Block 65, Main Pass Area as to depths 100' below the correlative point encountered at a TVD of 8,750' in the Total Petroleum #2 Well.	Title Depth #3

Area	Block	Lease No.	Lease Date	Lessor	Original Lessee	Lease/Aliquot Description	Ownership Rights
Main Pass	65	CONTINUED				Unit covers the 7300' Sand Reservoir as that productive zone occurring within the interval from 7323 feet to 7482 feet, as in Well #11, Lease OCS-G 4909 within the Unit Area containing a total of 1879 acres.  Note: NRI in Unit can change based upon meeting various accumulations of production.	Unit Interests
Main Pass	256	OCS-G 34386	8/1/2012	United States of America	Northstar Offshore Group, LLC	All of Block 256, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10A.	Record Title
Main Pass	257	OCS-G 34387	8/1/2012	United States of America	Northstar Offshore Group, LLC	All of Block 257, Main Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 10A.	Record Title
Ship Shoal	252	OCS-G 1529	7/1/1967	United States of America	Union Oil Company of California Marathon Oil Company	Operating Rights as to the NE/4; N/2 SE/4 of Block 252, Ship Shoal Area, South Addition from 11,934' TVD to 13,513' TVD	Operating Rights #2
South Marsh Island	41	OCS-G 1192	6/1/1962	United States of America	CALIFORNIA OIL COMPANY	All of Block 41, South Marsh Island Area, as shown on official leasing map LA. No. 3A, Outer Continental Shelf Leasing Map, Louisiana Offshore Operations.	Record Title
						E/2 of Block 41, South Marsh Island Area, limited to depths from 11,500' TVD down to a depth of 50,000' TVD - less and except the contractual rights. (* NOG owns no rights in the E/2 in depths from the surface to 11,500' TVD).	Operating Rights #2
						W/2 of Block 41, South Marsh Island Area, limited to depths from 15,000' TVD down to a depth of 50,000' TVD.	Operating Rights #3
South Marsh Island	41	CONTINUED				Contractual Obligation: The NE/4 NE/4 of SM 41 as to the stratigraphic equivalents of the 4 intervals as seen in the No. A-1 Well at the stratigraphic intervals: 1) C-1 Sands between 12,540'-12,600' TVD; 2) 13,700' Sands between 12,870'-13,320' TVD; 3) E-1 Sand between 13,460'-13,780' TVD; And, as seen on the induction log of the OCS-G 1192 (SMI 41) No. A-3 Well at the stratigraphic interval: 4) Rob E Sand between 13,800'-14,330' TVD	Contractual Obligation
South Pass	86	OCS-G 5687	7/1/1983	United States of America	Marathon Oil Company Amerada Hess Corporation The Louisiana Land and Exploration Co.	All of Block 86, South Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 9A.	Record Title

Area	Block	Lease No.	Lease Date	Lessor	Original Lessee	Lease/Aliquot Description	Ownership Rights
					OKC Limited Partnership	Contractual Obligation: Northstar is obligated to offer W&T the opportunity to participate (at 50% of our interest) should Northstar elect to perform operations to the #C-13 Well (aka the #C-5 well) or the #C-8 Well. See Project Summary information and specific language regarding this obligation in Section 7.09 of the PSA between W&T & Black Elk dated effective 9/14/2009.  Northstar's WI would change to 37.5000% should W&T elect to participate in this well.	Contractual Obligation
South Pass	87	OCS-G 7799	9/1/1985	United States of America	Marathon Oil Company Amerada Hess Corporation The Louisiana Land and Exploraiton Co. OKC Limited Partnership	All of Block 87, South Pass Area, South and East Addition, OCS Leasing Map, Louisiana Map No. 9A	Overriding Royalty Interest Only
South Pass	89	OCS-G 1618	7/1/1967	United States of America	Signal Oil & Gas Company The Louisiana Land and Exploration Co. Marathon Oil Company Amerada Petroleum Corp.	Contractual: NE/4 of Block 89, South Pass Area, South and East Addition from 14,000' SSTVD to 17500' SSTVD. Contractual Ownership in "C" Wells. Wells #C-1, C-4; C-6 & C-10 have a SP 89 BHL, with a SHL in SP 86 and holds a 50% WI.	Contractual
Viosca Knoll	697	OCS-G 34870	7/1/2013	United States of America	Northstar Offshore Group, LLC	All of Block 697, Viosca Knoll, OCS Official Protraction Diagram, NH 16-07.	Record Title
West Cameron	20	OCS-0680	8/1/1959	United States of America	The British-American Oil Producing Co.	Block 20, West Cameron Area. That portion in Zone 2, as that zone is defined in the agreement between the United States and the State of Louisiana, October 12, 1956, as shown on official leasing map, La. Map No. 1 Outer Continental Shelf Leasing Map (Louisiana offshore operations)	Record Title
						Portion of Block 20, West Cameron Area, INsofar AND ONLY INsofar as the lease covers depths from 13,500' TVD down to a depth of 50,000' TVD.	Operating Rights #1
						Portion of Block 20, West Cameron Area, as to that portion described as contributing 210 acres in the uppermost portion of this lease - subject to a 1% Overriding Royalty Interest regardless as to whether drilling is in Record Title or Operating Rights depths.	Contractual Rights
West Cameron	21	OCS-G 23730	7/1/2002	United States of America	The William G. Helis Company, L.L.C. Houston Energy, L.P. Duke Energy Hydrocarbons, LLC	That portion of Block 21, West Cameron Area, OCS Leasing Map, Louisiana Map No. 1, seaward of the 1975 Supreme Court Decree Line specifically described in the OCS Block Diagram.	Record Title

Area	Block	Lease No.	Lease Date	Lessor	Original Lessee	Lease/Aliquot Description	Ownership Rights
						Contractual area with Record Title Interest but the ORRI burden in this portion which Includes wells located in depths from the surface to base of the P3 Sand in any wellbore or future wellbore within the E/2 SE/4 NE/4; & E/2 NE/4 SE/4 in WC 21 with a BHL or perf located within 500' of the West Lease line of WC 22. (Currently the #2 well). This Contractual "A" is less any well drilled within the "Southern Fault Block" as described below.	Contractual "A"
						Contractual area with Record Title Interest but the ORRI burdens vary in this portion within the "Southern Fault Block" Limited to depths from the surface to the base of the P3 Sand in any wellbore drilled on WC 21 in the SE/4 SE/4; & SE/4 SW/4 SE/4; and which has a BHL or perf in the above described location of WC 21; and the BHL or per interval is located with 2,000' of the West lease line of WC 22. This "Southern Fault Block" holds a 3% ORRI burden in favor of Union Oil & Gas of California.	Contractual "B" "Southern Fault Block"
West Cameron	44	OCS-G 21532	7/1/2000	United States of America	IP Petroleum Company, Inc. The William G. Helis Company, L.L.C. Houston Energy, Inc.	All of Block 44, West Cameron Area, OCS Leasing Map, Louisiana Map No. 1.	Record Title
						The SE/4 NE/4; S/2 SW/4 NE/4; S/2 SE/4 NW/4; SE/4 SW/4 NW/4; E/2 NW/4 SW/4; NE/4 SW/4; N/2 SE/4; NE/4 SE/4 SW/4; N/2 SW/4 SE/4 of WC Block 44, West Cameron Area, insofar as the described portions cover those depths from the surface down to 9,476' TVD.	Operating Rights #1
West Cameron	57	OCS-G 21534	7/1/2000	United States of America	IP Petroleum Company, Inc. The William G. Helis Company, L.L.C. Houston Energy, Inc.	All of Block 57, West Cameron Area, OCS Leasing Map,	Record Title
						The N/2 NW/4 SW/4; S/2 SW/4 NW/4; NE/4 SW/4 NW/4; SW/4 SE/4 NW/4; SW/4 NW/4 NE/4; S/2 NE/4 NW/4; SE/4 NW/4 NW/4; & N/2 SE/4 NW/4 of Block 57, West Cameron Area, insofar as the described portions cover those depths from the surface down to 16,000' TVD.  Note: Re-Assignment obligation in favor of Chevron exists pursuant to the Participation Agreement dated 9/5/07	Operating Rights #1
West Cameron	269	OCS-G 13563	8/1/1992	United States of America	Shell Offshore Inc.	All of block 269, West Cameron Area, OCS Leasing Map No. 1.	Record Title
						W/2 NE/4 NE/4; SE/4 NE/4; N/2 NE/4 SE/4 of Block 269, West Cameron Area, depths from the surface down to and including 12,805' TVD.	Operating Rights #1

As of 7/7/17 Orinoco

**EXHIBIT "A.a"**  
**SURFACE LEASES**

**SURFACE LEASE(s):**

Area/ Block	Surface Lease Name	Effective Date	Lessor	Lessee	Description
WC 20 OCS-0680	Ivan Fisk Surface Lease	3/1/60	Barton L. Monro Barton Fisk Audra Cabral Dianne Hinch Deena Greenhaw	Northstar Offshore Group, LLC	<u>Surface Lease</u> That certain tract of land in Sections 32, and 33 of Township 15 South, Range 13 West, more particularly described as follows: Commencing at a point 251.6 feet West and 646 feet North 0 degrees 56 feet West 1320 feet to the South Line of State Highway 292, thence East along the South line of said highway 360 feet, thence South 1320 feet, thence West 360 feet to the point of beginning.

**EXHIBIT "A.b"**  
**P&A LIABILITY LEASES**

**Terminated Leases with Associated Plugging and Abandonment Liability:**

Area	Block	Lease No.	Date Expired	Operator	P&A Liability	Lease/Aliquot Description	WI
Eugene Island	133	OCS-G 33092	Expired 5/31/14	Northstar Offshore Group, LLC	P&A Liability for Removal of #1 Caisson	All of Block 133, Eugene Island Area.	100.00000%
High Island	A-442	OCS-G 11383	Terminated 3/27/17	Northstar Offshore Group, LLC	P&A Liability of all Wells and Removal of Platforms A & B	All of Block A-442, High Island Area, South Addition	45.45452%
Ship Shoal	201	OCS-G 31393	Relinquished 1/30/15	Northstar Offshore Group, LLC	P&A Liability for #A-6 Well (Well currently T&A)	ALL OF BLOCK 201, Ship Shoal Area.	100.00000%
Ship Shoal	202	OCS-G 30241	Terminated 2/28/13	Northstar Offshore Group, LLC	P&A Liability for Removal of Platform A	ALL OF BLOCK 202, Ship Shoal Area.	100.00000%
Ship Shoal	253	OCS-G 1031	Producing	Northstar Offshore Group, LLC	Future P&A Liability for Removal of Platform F, but only at the time of expiration of SS 252	ALL OF BLOCK 253, Ship Shoal Area.	6.93750%
South Marsh Island	8	OCS-G 32155	Relinquished 6/27/14	Northstar Offshore Group, LLC	P&A Liability of the #1 Well (plugged but casing must be cut)	All of Block 8, South Marsh Island Area.	100.00000%
West Delta	36	OCS-G 23956	Terminated 10/31/2015	Northstar Offshore Group, LLC	P&A Liability of the #G-1 Well and the Removal of Platform "G"	That portion of Block 36, West Delta Area, OCS Leasing Map, Louisiana Map No. 8, seaward of the 1975 Supreme Court Decree Line specifically described in the following OCS Block Diagram. (see XY data) and Operating Rights	88.75000%

**EXHIBIT A-1  
WELLS & UNITS**

AREA / BLOCK	LEASE #	OPERATOR	WELL NAME	API	STATUS	WI	NRI
EI 32	0196	Union Oil	No Production in Northstar ownership depths	Held by Outside Ownership Production	N/A	5.92500%	4.93750%
EI 183	17981	Northstar	A004	17-709-41215-00	Prod	100.00000%	83.33333%
EI 183	17981	Northstar	A006 BP3	17-709-41469-03	Shut-In	100.00000%	83.33333%
EI 183	17981	Northstar	A007 ST 1	17-709-41471-01	Shut-In	100.00000%	83.33333%
EI 183	17981	Northstar	A008	17-709-41486-00	Shut-In	100.00000%	83.33333%
EI 184	5498	Northstar	A001 ST-1	17-709-40820-01	Prod	100.00000%	76.66667%
EI 184	5498	Northstar	A002 ST-1	17-709-40881-01	TA	100.00000%	P&A Liability
EI 184	5498	Northstar	A003 BP2	17-709-40895-00	Prod	100.00000%	76.66667%
EI 184	5498	Northstar	A005 ST-1	17-709-41218-01	TA	100.00000%	P&A Liability
HI A-442	11383 Terminated 3/27/17	Northstar	A001 ST-1	42-709-40961-01	Shut-In	45.45452%	P&A Liability
HI A-442	11383 Terminated 3/27/17	Northstar	A002/A002D	42-709-40975-00	Shut-In	45.45452%	P&A Liability
HI A-442	11383 Terminated 3/27/17	Northstar	A003 ST-1	42-709-40981-01	Shut-In	45.45452%	P&A Liability
HI A-442	11383 Terminated 3/27/17	Northstar	A004	42-709-40990-00	Shut-In	45.45452%	P&A Liability
HI A-442	11383 Terminated 3/27/17	Northstar	A005	42-709-41081-00	Shut-In	45.45452%	P&A Liability
HI A-442	11383 Terminated 3/27/17	Northstar	B001/B001D	42-709-41089-00	Shut-In	45.45452%	P&A Liability
HI A-443	3241	Northstar	A001	42-709-40313-00	Shut-In	84.00000% P&A ***** 98.56000% If future operations conducted See Footnote #1	***** 82.13333% If future operations conducted See Footnote #1
HI A-443	3241	Northstar	A003	42-709-40476-00	TA	84.00000% P&A See Footnote #1	P&A Liability See Footnote #1
HI A-443	3241	Northstar	A004	42-709-40487-00	Shut-In	84.00000% P&A ***** 98.56000% If future operations conducted See Footnote #1	***** 82.13333% If future operations conducted See Footnote #1



AREA / BLOCK	LEASE #	OPERATOR	WELL NAME	API	STATUS	WI	NRI
HI A-443	3241	Northstar	A005 ST-2 BP02	42-709-40493-04	Lease-Saving Operations being conducted	BPO 100% ***** APO #2 98.56000% ANKOR & SCL to forfeit ownership in lease. They will retain all P&A liability	BPO 83.33333% ***** APO #2 82.13333%
HI A-443	3241	Northstar	A006 ST-1	42-709-40516-01	Shut-in	84.00000% P&A 98.56000% If future operations conducted See Footnote #1	***** 82.13333% If future operations conducted See Footnote #1
HI A-443	3241	Northstar	A007	42-709-40516-00	Sidetracked	Never Completed	Never Completed
HI A-443	3241	Northstar	A008	42-709-40533-00	Shut-in	84.00000% P&A ***** 98.56000% If future operations conducted See Footnote #1	***** 82.13333% If future operations conducted See Footnote #1
HI A-443	3241	Northstar	A009	42-709-40535-00	Shut-In	81.78000% P&A ***** 98.56000% If future operations conducted See Footnote #1	***** 82.13333% If future operations conducted See Footnote #1
HI A-443	3241	Northstar	A010	42-709-40549-00	Shut-In	84.00000% P&A ***** 98.56000% If future operations conducted See Footnote #1	***** 82.13333% If future operations conducted See Footnote #1
HI A-443	3241	Northstar	A011	42-709-40548-00	TA	84.00000% P&A See Footnote #1	P&A Liability See Footnote #1
HI A-443	3241	Northstar	A013 BP02	42-709-41158-02	TA	91.304348 P&A See Footnote #1	P&A Liability See Footnote #1
HI A-571	2391	Northstar	A001 BP01	42-709-40271-00	Shut-In	79.16500%	65.97083%
HI A-571	2391	Northstar	A003 ST-1	42-709-40459-01	TA	79.16500%	P&A Liability
HI A-571	2391	Northstar	A004	42-709-40474-00	TA	79.16500%	P&A Liability
HI A-571	2391	Northstar	A006	42-709-40556-00	Shut-In	79.16500%	65.97083%
HI A-571	2391	Northstar	A010	42-709-40723-00	Shut-In	79.16500%	65.97083%
HI A-571	2391	Northstar	A011 BP03	42-709-40860-00	Prod	79.16500%	65.97083%
HI A-571	2391	Northstar	A015	42-709-40842-00	Shut-In	BPO 100% APO 79.16500%	BPO 83.33333% APO 65.97083%
HI A-571	2391	Northstar	A016 ST-2	42-709-40941-02	Prod	79.16500%	65.97083%

AREA / BLOCK	LEASE #	OPERATOR	WELL NAME	API	STATUS	WI	NRI
HI A-571	2391	Northstar	A017 BP01	42-709-40925-00	Prod	79.16500%	65.97083%
HI A-571	2391	Northstar	A018	42-709-41036-00	TA	79.16500%	P&A Liability
HI A-571	2391	Northstar	A019 ST-3	42-709-41042-03	Shut-In	79.16500%	65.97083%
MP 64	G 4909	Medco	20	17-725-40564-00	Shut-In	25.00000% P&A ***** 11.704690% for new operations within current aliquots & depths. ***** This well is not located within the MP 64/65 Unit.	***** 8.836985% for new operations within current aliquots & depths
MP 256	34386	Northstar	No Wells	Primary Term Lease	N/A	100.00000%	77.25000%
MP 257	34387	Northstar	No Wells	Primary Term Lease	N/A	100.00000%	77.25000%
SM 8	32155 Terminated 6/27/14	Northstar	001 BP03	17-709-41514-00	TA (Plugged but casing must be cut)	100.00000%	P&A Liability #1 Well
SM 41	1192	Northstar	A001	17-707-00327-00	TA	100.00000%	P&A Liability
SM 41	1192	Northstar	A009	17-707-40845-00	TA	100.00000%	P&A Liability
SM 41	1192	Northstar	CA013	17-707-40477-00	Shut-In	100.00000%	83.33333%
SM 41	1192	Northstar	CA014 ST-1	17-707-40676-01	Shut-In	100.00000%	83.33330%
SM 41	1192	Northstar	CA015	17-707-40892-00	Shut-In	100.00000%	83.33330%
SP 86	5687	Northstar	C002 BP03	17-722-40180-00	Prod	BPO 100% APO 75.00000%	BPO 83.33333% APO 62.50000%
SP 86	5687	Northstar	C003	17-722-40184-00	Shut-In	75.00000%	62.50000%
SP 86	5687	Northstar	C005/C005A	17-722-40213-00	TA	75.00000%	P&A Liability
SP 86	5687	Northstar	C007 ST-1	17-722-40215-01	Prod	75.00000%	62.50000%
SP 86	5687	Northstar	C008	17-722-40163-00	Shut-In	BPO 100% APO 75.00000%	BPO 83.33333% APO 62.50000%
SP 87	7799	Fieldwood	D-2 ST-1	17-722-40210-01	Shut-In	ORRI Only	1.00000%
SP 87	7799	Fieldwood	D-3 ST2 BP1	17-722-40212-02	Shut-In	ORRI Only	1.00000%
SP 87	7799	Fieldwood	D-7	17-722-40213-00	Prod	ORRI Only	1.00000%
SP 87	7799	Fieldwood	D-8 ST-2	17-722-40208-03	TA	ORRI Only	1.00000%
SP 87	7799	Fieldwood	D-9	17-722-40226-00	Prod	ORRI Only	1.00000%
SP 87	7799	Fieldwood	D-11 ST-1	17-722-40228-0	Shut-In	ORRI Only	1.00000%
SP 89	1618	Northstar	C001	17-722-40205-00	Shut-In	50.00000%	41.66667%

AREA / BLOCK	LEASE #	OPERATOR	WELL NAME	API	STATUS	WI	NRI
SP 89	1618	Northstar	C004 ST-1 BP1	17-722-40211-01	Prod	50.00000%	41.66667%
SP 89	1618	Northstar	C006	17-722-40214-00	TA	50.00000%	P&A Liability
SP 89	1618	Northstar	C010 BP01	17-722-40224-00	Prod	50.00000%	41.66667%
SS 201	31393	Northstar	A006	17-711-41540-00	TA	100.00000%	P&A Liability
SS 252	1529	Fieldwood	F004	17-712-40674-00	Prod	6.93750%	5.41125%
VK 697	34870	Northstar	No Wells	Primary Term Lease	N/A	100.00000%	77.25000%
WC 20	0680	Northstar	002	17-700-00006-00	Prod	100.00000%	83.33333%
WC 20	0680	Northstar	010	17-700-00287-00	TA	100.00000%	P&A Liability
WC 20	0680	Northstar	014	17-700-20068-00	Shut-In	100.00000%	83.33333%
WC 20	0680	Northstar	15	17-700-20071-00	Shut-In	100.00000%	83.33333%
WC 20	0680	Northstar	D001	17-700-41272-00	Shut-In	100.00000%	83.33333%
WC 20	0680	Northstar	D002	17-700-41273-00	Shut-In	100.00000%	83.33333%
WC 20	0680	Northstar	D003	17-700-41299-00	Prod	100.00000%	83.33333%
WC 20 Ivan Fisk	Ivan Fisk Surface Lease	Northstar	SWD #1	17-023-88148-00	SW Disposal well	100.00000%	N/A
WC 21	23730	Northstar	001	17-700-41214-00	Prod (But temporarily Shut-In until Stingray Contract concluded)	56.70000%	43.09200%
WC 21	23730	Northstar	002	17-700-41224-00	Shut-In	56.70000%	43.00000%
WC 44	21532	Northstar	0002 ST-1	17-700-41176-01	Prod (But temporarily Shut-In until Stingray Contract concluded)	12.92324% See Footnote #2	10.08012% See Footnote #2
WC 44	21532	Northstar	B001 BP01	17-700-41155-01	TA	33.30000%	P&A Liability
WC 44	21532	Northstar	B002 BP01	17-700-41203-01	TA	33.30000%	P&A Liability
WC 57	21534	Northstar	002	17-700-41222-00	Shut-In	BPO 73.12500% APO 33.30000%	BPO 57.03752% APO 25.97400%
WC 57	21534	Northstar	003	17-700-41282-00	Prod (But temporarily Shut-In until Stingray Contract concluded)	58.4917% Oil & Gas	45.62350% Oil 55.37216% Gas (Deep Gas Royalty Relief)
WC 269	13563	Northstar	JA001	17-700-40924-00	Shut-In	100.00000%	83.33333%
WC 269	13563	Northstar	JA002	17-700-40931-00	Shut-In	100.00000%	83.33333%
WC 269	13563	Northstar	JA004	17-700-40969-00	TA	100.00000%	P&A Liability

AREA / BLOCK	LEASE #	OPERATOR	WELL NAME	API	STATUS	WI	NRI
WC 269	13563	Northstar	JA005	17-700-40970-00	Shut-In	100.00000%	83.33333%
WC 269	13563	Northstar	JA007	17-700-41159-00	TA	100.00000%	P&A Liability
WC 269	13563	Northstar	JA008 ST-1	17-700-41303-01	Prod (But temporarily Shut-In until Stingray Contract concluded)	25.00000%	20.83333%
WD 36	23956 Terminated 10/31/15	Northstar	G-1	17-719-40832-00	Shut-In	88.75000%	P&A Liability

### UNITS

#### MAIN PASS 64 & 65 UNIT #754390004:

AREA / BLOCK	LEASE #	OPERATOR	WELL NAME	API	STATUS	WI	NRI
MP 64	G 4909	Medco	1 ST-1	17-725-40294-01	Prod	25.00000%	19.18255%
MP 64	G 4909	Medco	2	17-725-40303-00	Prod	25.00000%	19.18255%
MP 64	G 4909	Medco	3	17-725-40306-00	Prod	25.00000%	19.18255%
MP 64	G 4909	Medco	4	17-725-40307-00	Shut-In	25.00000%	19.18255%
MP 64	G 4909	Medco	5 ST2	17-725-40317-02	Shut-In	25.00000%	19.03281%
MP 64	G 4909	Medco	6	17-725-40320-00	Prod	25.00000%	19.18255%
MP 64	G 4909	Medco	7	17-725-40322-00	TA	25.00000%	P&A Liability
MP 64	G 4909	Medco	8	17-725-40326-00	TA	25.00000%	P&A Liability
MP 64	G 4909	Medco	9	17-725-40327-00	TA	25.00000%	P&A Liability
MP 64	G 4909	Medco	10 ST-1	17-725-40328-01	Prod	25.00000%	19.03281%
MP 64	G 4909	Medco	11	17-725-40329-00	Shut-In	25.00000%	19.03281%
MP 64	G 4909	Medco	12	17-725-40333-00	Shut-In	25.00000%	19.18255%
MP 64	G 4909	Medco	13	17-725-40360-00	TA	25.00000%	P&A Liability
MP 64	G 4909	Medco	14	17-725-40370-00	Shut-In	25.00000%	19.18255%
MP 64	G 4909	Medco	15	17-725-40446-00	Shut-In	25.00000%	19.03281%
MP 64	G 4909	Medco	17 ST-1	17-725-40463-01	Prod	25.00000%	19.18255%
MP 64	G 4909	Medco	18	17-725-40555-00	Prod	25.00000%	19.18255%
MP 64	G 4909	Medco	19	17-725-40560-00	Prod	25.00000%	19.18255%
MP 64	G 4909	Medco	B21 Short String	17-725-40812-00	Non-Prod String	25.00000%	19.03281%
MP 64	G 4909	Medco	B21 Long String	17-725-40812-00	Prod String	25.00000%	18.93983%
MP 64	G 4909	Medco	B22 ST-1	17-725-40816-01	Shut-In	25.00000%	19.03281%

AREA / BLOCK	LEASE #	OPERATOR	WELL NAME	API	STATUS	WI	NRI
MP 65	G 5692	Medco	A002	17-725-40353-00	Shut-In	25.00000%	19.18255%
MP 65	G 5692	Medco	A003	17-725-40356-00	Shut-In	25.00000%	19.18255%
MP 65	G 5692	Medco	A004	17-725-40362-00	Dump Flood	25.00000%	19.18255%
MP 65	G 5692	Medco	A005	17-725-40384-00	Shut-In	25.00000%	19.18255%
MP 65	G 5692	Medco	A006 ST-1	17-725-40406-01	Shut-In	25.00000%	19.18255%

(1) HI A-443: Northstar proposed a Lease-Saving Operation to be conducted on the #A-5 Well. ANKOR E&P Holdings and SCL Resources non-consented the proposed operation and as a result must forfeit their ownership within this Lease. Assignments are being processed at this time to transfer the forfeit interest into Northstar. ANKOR & SCL will retain future P&A liability for any wells in which they historically participated within this lease. Northstar's interests reflect P&A liability as to historical wells and an increased WI/NRI in any future well operations based on the additional interest to be assigned. The #A-13 Well increased P&A liability is based on Northstar's predecessor's acceptance of a historical non-consent interest.

(2) West Cameron 44 Well #2: Pursuant to notice dated April 20, 2017, Shoreline Energy LLC was dissolved under Bankruptcy proceedings effective March 7, 2017 and therefore are no longer owners in the WC 44 Lease. Shoreline's ownership in this Operating Rights portion of the lease consisted of the #2 Well and the #2 Caisson. Northstar and other remaining working interest partners have each had to accept their pro-rata share of Shoreline's surrendered 22.62000% participating interest.

**EXHIBIT A-2  
CONTRACTS**

**Eugene Island 32**

1. Participation Agreement dated effective February 3, 2003, between Northstar Gulfsands LLC and Union Oil Company of California.
2. Joint Operating Agreement dated effective 9-01-02 between Unocal and Northstar Gulfsands, LLC, insofar as the Lease covers rights from 13,500' to 50,000'.

**Eugene Island 133 (Abandonment of the #1 Caisson only)**

1. None.

**Eugene Island 183**

1. None.

**Eugene Island 184 (S/2)**

1. None.

**Eugene Island 184 (N/2)**

1. Offshore Operating Agreement effective June 1, 2007 by and between Newfield Exploration Company, as Operator, and Darcy Energy, LLC, as Non-Operator, covering the N/2 of Eugene Island Block 184.
2. Declaration of Operating Agreement effective June 1, 2007, by and between Newfield Exploration Company, as Operator, and Darcy Energy, LLC, as Non-Operators, covering the N/2 of Eugene Island Block 184.
3. First Amendment to and Ratification of First Amended and Restated Offshore Operating Agreement dated effective November 18, 2009, by and between Leed Petroleum LLC, Byron Energy Inc., and Leni Oil and Gas US Inc.
4. Amended and Restated Offshore Operating Agreement dated effective July 18, 2008, by and between McMoran Oil & Gas LLC, as Operator (successor in interest to Newfield Exploration Company) and Leed Petroleum LLC and Byron Energy Inc., as Non-Operators, covering the N/2 of Eugene Island Block 184.
5. Ratification and Amendment of Declaration of Offshore Operating Agreement effective July 18, 2008 by and between McMoran Oil & Gas LLC, as Operator (successor in interest to Newfield Exploration Company) and Leed Petroleum LLC and Byron Energy Inc., as Non-Operators, covering the N/2 of Eugene Island Block 184, recorded in St. Mary Parish, LA in CB 182, Page 312, under File # 303275 and in Iberia Parish, LA in CB 1423, Page 800, under File # 2009-00001722.

**High Island A-442 (Lease Expired 3/27/17 - Abandonment Obligations Remain)**

1. Operating Agreement dated August 15, 1991 by and between Hall-Houston Oil Company, and Edisto Exploration & Production Company, Ridgewood Energy Equity Income, LP and Santa Fe Energy Resources, Inc.

**High Island A-443**

1. Gas Balancing Agreement dated effective May 19, 1981 by and between Union Oil Company of California, Diamond Shamrock Corporation, and Mobil Producing Texas and New Mexico, Inc.
2. Operating Agreement dated effective September 1, 1975 by and between Union Oil Company of California, Mobil Oil Corporation, and Diamond Shamrock Corporation.
3. Amendment (1-1-87) to Operating Agreement dated September 1, 1975 between Diamond Shamrock, Mobil, Unocal.
4. Participation option in favor of W&T within the Purchase and Sale Agreement dated September 14, 2009, effective August 1, 2009, between W&T Offshore, Inc., as Seller and Black Elk Energy Offshore Operations, LLC, as Buyer.

**High Island A-571**

1. Amendment to Operating Agreement dated effective February 1, 1989 by and between CNG Producing Company, Sun Operating Limited Partnership et al, Meridian Oil Production, Inc., El Paso Natural Gas Company and Fina Oil and Chemical Company.
2. Amendment to Operating Agreement dated effective March 1, 1986 by and between CNG Producing Company, Sun Exploration and Production, Meridian Oil Production, Inc., El Paso Natural Gas Company and Fina Oil and Chemical Company.
3. Amendment to Operating Agreement dated effective July 21, 1975 by and between CNG Producing Company, Texas Pacific Oil Company, Inc., El Paso Natural Gas Company, and American Petroleum Company of Texas.
4. Offshore Operating Agreement dated effective February 13, 1974 by and between CNG Producing Company, El Paso Natural Gas Company, and American Petrofina Company of Texas.
5. Operating Agreement, High Island Lateral Line A-571 dated 3-14-80, between Michigan-Wisconsin Pipe Line Co., Northern Natural Gas Co., Consolidated Gas Supply.
6. Ratification and Adoption Agreement, 11-1-02 between Offshore Energy I LLC, Gulfterra Operating Co. LLC, Dominion E&P Inc.
7. Production Handling Agreement, 5-24-95 between CNG, Sun Operating, Petrofina, Fina, Meridian, El Paso Production, Oryx.

8. Operating Agreement, 5-27-97, between Texaco, CNG, Fina, Sun, Burlington, Domain, Union Pacific, American Exploration.
9. Platform Facilities Usage Agreement, 1-22-86 between CNG, Sun, El Paso, Fina, Meridian, Mobil, Union Exploration, Amoco, NW Mutual Life, Total Minatome.
10. Gas Balancing Agreement, 10-8-81 between El Paso, American Petrofina, Sun Gas, CNG Producing.
11. Participation option in favor of W&T within the Purchase and Sale Agreement dated September 14, 2009, effective August 1, 2009, between W&T Offshore, Inc., as Seller and Black Elk Energy Offshore Operations, LLC, as Buyer.

**Main Pass 64 & 65**

1. Unit Operating Agreement and ~~Production Operations on the~~ for the 7300' Sand Unit, Main Pass Blocks 64 and 65, made effective March 1, 1990.
2. Declaration of Operating Agreement by and between Medco Energi US LLC and Leed Petroleum LLC effective April 1, 2008.
3. First Amendment and Restated Offshore Operating Agreement dated April 1, 2008 between Medco Energi US, LLC and Leed Petroleum, created to "amend, restate, and replace the old Operating Agreements dated May 17, 1982 (MP 64) and November 15, 1983 (MP 65) in their entirety with this single Agreement."
4. First Amendment to and Ratification of First Amended and Restated Offshore Operating Agreement dated effective May 17, 2011, by and between Medco Energi US LLC and Marlin GOMI, L.L.C.
5. recorded in Plaquemines Parish under File Number 2011-00003275, Book 1252, Page 167 of the Conveyance Records.
6. Production Handling Agreement dated effective September 20, 2013 by and between: 1) "Facility Owners", who is Medco Energi US LLC ("Medco") and Northstar Offshore Group, LLC ("Northstar"), and 2) "Well Owner" who is W&T Offshore, Inc. ("W&T").
7. Assignment and Assumption of ROW interests dated August 14, 2013. Harvest Marks
8. Bill of Sale, Chevron to Medco, August 14, 2013. Harvest Marks.
9. Commitment of Production dated May 11, 2013. Harvest Marks.
10. Connection Agreement dated May 11, 2013 with Medco and Northstar Offshore Group, LLC. Harvest Marks.



11. Main Pass 55 Lease Agreement, dated May 11, 2013 with Medco, Northstar Offshore Group, LLC, and Harvest Marks.
12. Master Agreement, Medco, Northstar Offshore Group, LLC, and Harvest Marks dated May 11, 2013.
13. Pipeline Agreement, Asset PSA dated May 15, 2013 between Chevron, Medco, and Northstar Offshore Group, LLC.
14. Romero Pipeline Letter Agreement dated July 10, 2013 between Medco and Northstar Offshore Group, LLC.

**Main Pass 256 & 257**

1. Agreement for Conversion and Partial Re-Assignment of Net Profits Interest, and Simultaneous Assignment and Grant of Overriding Royalty Interest, by and between Northstar Offshore Group, LLC and NOG Royalty Holdings, LP made effective as of 7-1-2017.
2. Offshore Daywork Drilling Contract between Northstar Offshore Group, LLC and ENSCO Offshore Company dated June 6, 2017, covering MP 256 and VK 697.

**Ship Shoal 201 & 202 (SS 201 Relinquished 1/30/15 Abandonment Obligations Remain)**

1. None.

**Ship Shoal 252 (and SS 253 Platform "F" Future Abandonment Liability)**

1. Farmout Agreement dated February 15, 2009, between SPN Resources, LLC and Moreno Offshore Resources, as Farmors, and Houston Energy, L.P., as Farmee, as amended.
2. Participation Agreement dated March 30, 2009, between Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., CLF Resources LP, Challenger Minerals Inc., Marlin coastal, L.L.C. and Badger Oil Corporation. Schedule 4.02 (j) Page 9 of 17
3. Offshore Operating Agreement dated March 30, 2009 between Helis Oil & Gas Company, L.L.C., as Operator, and Houston Energy, L.P., et al, as Non-Operators.
4. Memorandum of Offshore Operating Agreement and Financing Statement effective March 30, 2009 between Helis Oil & Gas Company, L.L.C., as Operator, and Houston Energy, L.P., as Non-Operators, being recorded in COB 2154, Page 572, File #1324296 and in MTG Book 28\187, Page 781, File #1324296 all of the Records of Terrebonne Parish, Louisiana. UCC-1 Fixture Mineral being recorded under File Number Suffix 55, File Number 1324295 of the Records of Terrebonne Parish, Louisiana.
5. Ratification and Amendment of Operating Agreement dated March 16, 2012 between Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., HE&D Offshore, L.P., Badger Oil Corporation, CL&F Resources LP, Challenger Minerals Inc., Dynamic Offshore Resources, L.L.C., Marlin Coastal, L.L.C. and SPN Resources, LLC.

6. Production Handling Agreement dated August 1, 2009 between SPN Resources, LLC and Moreno Offshore Resources L.L.C., as Owner, and Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., CL&F Resources, LP, Badger Oil Corporation, challenger Minerals Inc. and Marlin Coastal, L.L.C., as Producer.
7. Amendment of Production Handling Agreement dated April 27, 2012, between Helis Oil & Gas Company, L.L.C., individually and on behalf of all parties Producer, pursuant to the authorization contained in the Ratification, Dynamic Offshore Resources, LLC and SPN Resources, LLC.

**South Marsh Island 8 (Abandonment Obligations Remain (well plugged but casing must be cut)**

1. None.

**South Marsh Island 41**

1. Production Handling Agreement dated effective September 1, 2004 by and between Hunt Petroleum (AEC), Inc. and Devon Energy Production Company.
2. Operating Agreement dated effective June 1, 2003 by and between Hunt Petroleum (AEC), Inc. LLOG Exploration Offshore, Inc. and Devon Energy Production Company.
3. Ratification and Amendment of PHA dated April 1, 2008 between Hunt Petroleum (AEC), Inc. Nippon Oil Exploration USA Limited.

**South Pass 86**

1. Joint Operating Agreement dated effective January 1, 1972 by and between Signal Oil and Gas Company, The Louisiana Land and Exploration Company, Amerada Hess Corporation and Marathon Oil Company.
2. Participation option in favor of W&T within the Purchase and Sale Agreement dated September 14, 2009, effective August 1, 2009, between W&T Offshore, Inc., as Seller and Black Elk Energy Offshore Operations, LLC, as Buyer.

**South Pass 87**

1. Assignment of Overriding Royalty Interest only. Assignment, Conveyance and Bill of Sale made and entered this 13 Date of April 15, 2015 but effective as of December 31, 2014 from Black Elk Energy Offshore Operations, LLC in favor of Northstar Offshore Group, LLC.

**South Pass 89**

1. Joint Operating Agreement dated effective January 1, 1972 by and between Signal Oil and Gas Company, The Louisiana Land and Exploration Company, Amerada Hess Corporation and Marathon Oil Company.

### **Viosca Knoll 697**

1. Agreement for Conversion and Partial Re-Assignment of Net Profits Interest, and Simultaneous Assignment and Grant of Overriding Royalty Interest, by and between Northstar Offshore Group, LLC and NOG Royalty Holdings, LP made effective as of 7-1-2017.
2. Offshore Daywork Drilling Contract between Northstar Offshore Group, LLC and ENSCO Offshore Company dated June 6, 2017, covering MP 256 and VK 697.

### **West Cameron 20**

1. Ivan Fisk Surface Lease dated effective March 1, 1960 by and between Ivan Fisk Sr. Et. Al. and British American Producing, and its Amendments: First Amendment dated 3/1/1971; Second Amendment dated 3/1/1991; Third Amendment dated 11/22/1994; Forth Amendment dated 1/9/2006; and the Fifth Amendment dated 3/1/2016.

### **West Cameron 21**

1. Joint Operating Agreement dated July 1, 2002 between The William G. Helis Company, L.L.C., as Operator, and Houston Energy, L.P., et al, as Non-Operators.
2. Letter Agreement dated July 11, 2005 from Helis Oil & Gas Company, L.L.C. to Houston Energy, L.P., CL&F Resources LP, Red Willow Offshore, LLC and Chevron U.S.A. Inc., "WC 21 State Group", regarding the acquisition by Helis and Houston of certain rights and interests from Union Oil Company of California in OCS-G 24700 West Cameron Block 22 and the WC 21 State Group pursuant to the reciprocal AMI Agreement between Helis, Houston and the WC 21 State Group in the Participation Agreement dated December 16, 2003, as ratified and amended, as to part of the rights and interest acquired by Helis and Houston.
3. Letter Agreement dated March 10, 2006 from Helis Oil & Gas Company, L.L.C. to Marlin Coastal, L.L.C., McMoRan Oil & Gas LLC, Palace Exploration Company, Kerr-McGee Oil & Gas Corporation and Red Willow Offshore, LLC.
4. Amendment to Joint Operating Agreement dated August 8, 2006 between Helis Oil & Gas Company, L.L.C., Marlin Coastal, L.L.C., Houston Energy, L.P. and Louisiana Offshore Ventures II, L.P.
5. Marlin Coastal, LLC to the William G. Helis Oil & Gas Company, LLC JOA Amendment Letter dated May 23, 2007.
6. Production Handling Agreement dated April 1, 2008 between Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., and Marlin Coastal, L.L.C., as Owner of West Cameron Block 21 "G" Facility, Lease OCS-G 23730 ("Owner") and Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., Marlin Coastal, L.L.C., HE&D Offshore, LP, Ridgewood Energy Corporation, Louisiana Offshore Ventures II and Hilcorp Energy GOM, LLC, as

Producer of West Cameron Blocks 57 and 44 Producing Wells, Lease OCS-G 21534 and Lease OCS-G 25132 ("Producer").

7. Ratification of Production Handling Agreement dated June 19, 2009, by and between Helis Oil & Gas Company, LLC, Houston Energy, LP, Marlin Coastal, LLC, HE&D Offshore, LP, Hilcorp Energy GOM, LLC, Manti Godzilla Ltd. and BTA Oil Producers, LLC.
8. Amendment of Joint Operating Agreement, WC 21, OCS-G 23730 dated July 24, 2012, between Helis Oil & Gas Company, L.L.C., Marlin Coastal, L.L.C., Houston Energy, L.P. and Louisiana Offshore Ventures II, L.P.
9. Third Amendment and Ratification of Joint Operating Agreement dated July 23, 2013, by and between Northstar Offshore Group, LLC, Helis Oil & Gas Company, LLC, Houston Energy, LP and HE&D Offshore, LP.

#### **West Cameron 44**

1. Joint Operating Agreement dated July 1, 2000 between IP Petroleum Company, Inc., as Operator, and The William G. Helis Company, L.L.C., et al, as Non-Operators.
2. Amendment and Agreement dated May 30, 2001 between Pure Resources, L.P., Houston Energy, Inc., Pure Partners, L.P., The William G. Helis Company, L.L.C., Texas 3D Ventures, L.P., Louisiana Offshore Ventures II, and Duke Energy Hydrocarbons, LLC.
3. Production Handling Agreement dated April 1, 2008 between Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., and Marlin Coastal, L.L.C., as Owner of West Cameron Block 21 "G" Facility, Lease OCS-G 23730 ("Owner") and Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., Marlin Coastal, L.L.C., HE&D Offshore, LP, Ridgewood Energy Corporation, Louisiana Offshore Ventures II and Hilcorp Energy GOM, LLC, as Producer of West Cameron Blocks 57 and 44 Producing Wells, Lease OCS-G 21534 and Lease OCS-G 25132 ("Producer").
4. Ratification and Amendment of Operating Agreement effective June 10, 2008 between Hilcorp Energy GOM, LLC, Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., Marlin Coastal, L.L.C., HE&D Offshore, L.P. and Manti Godzilla, Ltd.
5. Participation Agreement, West Cameron 44 NE Prospect (Corvette), Offshore Louisiana effective June 10, 2008, between Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., HE&D Offshore, L.P., Marlin Coastal, L.L.C., and Manti Godzilla, Ltd.
6. First Amendment to Participation Agreement, West Cameron 44 NE Prospect (Corvette) Offshore, Louisiana effective August 8, 2008 between Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., HE&D Offshore, L.P., Marlin Coastal, L.L.C., and Manti Godzilla, Ltd.
7. Second Amendment to Participation Agreement, West Cameron 44 NE Prospect (Corvette) Offshore, Louisiana, effective September 14, 2008 between Helis Oil & Gas Company,

L.L.C., Houston Energy, L.P., HE&D Offshore, L.P., Marlin Coastal, L.L.C., and Manti Godzilla, Ltd.

8. Ratification and Amendment of Operating Agreement effective March 1, 2009 between Hilcorp Energy GOM, LLC, Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., Marlin Coastal, L.L.C., HE&D Offshore, L.P., Manti Godzilla, Ltd., BTA Oil Producers, LLC.
9. Participation Agreement, West Cameron 44 Z-28 Prospect, Offshore, Louisiana effective March 1, 2009 between Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., HE&D Offshore, L.P., Marlin Coastal, L.L.C., and Manti Godzilla, Ltd. and BTA Oil Producers, LLC.
10. Ratification of Production Handling Agreement dated June 19, 2009, by and between Helis Oil & Gas Company, LLC, Houston Energy, LP, Marlin Coastal, LLC, HE&D Offshore, LP, Hilcorp Energy GOM, LLC, Manti Godzilla Ltd. and BTA Oil Producers, LLC.
11. Ratification and Amendment to the Operating Agreement dated July 23, 2013, by and between Northstar Offshore Group, LLC, Helis Oil & Gas Company, LLC, Houston Energy, LP, HE&D Offshore, LP, EPL Oil & Gas, Inc., Manti Operating Company and BTA Oil Producers, LLC

#### **West Cameron 57**

1. Joint Operating Agreement dated July 1, 2000 between IP Petroleum Company, Inc., as Operator, and The William G. Helis Company, L.L.C., et al, as Non-Operators.
2. Amendment and Agreement dated May 30, 2001 between Pure Resources, L.P., Pure Partners, L.P., Houston Energy, Inc., The William G. Helis Company, L.L.C., Texas 3D Ventures, L.P., Duke Energy Hydrocarbons, LLC and Louisiana Offshore Ventures II.
3. Amendment to Joint Operating Agreement, Outer Continental Shelf – Gulf of Mexico effective December 17, 2004 between Houston Energy, L.P., Helis Oil & Gas Company, L.L.C., Marlin Energy Offshore, LLC, HE&D Offshore, L.P. and Pure Resources, L.P.
4. Participation Agreement dated September 5, 2007 between Chevron Midcontinent, L.P. (formerly named Pure Resources, L.P.), Marlin Coastal, L.L.C., Helis Oil and Gas Company, LLC, Houston Energy, L.P. and Ridgewood Energy Corporation. (El Toro Prospect).
5. Ratification and Amendment of Operating Agreement effective January 27, 2008 between Hilcorp Energy GOM, LLC, Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., Marlin Coastal, L.L.C., HE&D Offshore, L.P. and Ridgewood Energy Corporation.
6. Production Handling Agreement dated April 1, 2008 between Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., and Marlin Coastal, L.L.C., as Owner of West Cameron Block 21 "G" Facility, Lease OCS-G 23730 ("Owner") and Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., Marlin Coastal, L.L.C., HE&D Offshore, LP, Ridgewood

Energy Corporation, Louisiana Offshore Ventures II and Hilcorp Energy GOM, LLC, as Producer of West Cameron Blocks 57 and 44 Producing Wells, Lease OCS-G 21534 and Lease OCS-G 25132 ("Producer").

7. Ratification of Production Handling Agreement dated June 19, 2009, by and between Helis Oil & Gas Company, LLC, Houston Energy, LP, Marlin Coastal, LLC, HE&D Offshore, LP, Hilcorp Energy GOM, LLC, Manti Godzilla Ltd. and BTA Oil Producers, LLC.
8. Ratification and Amendment to the Operating Agreement dated July 23, 2013, by and between Northstar Offshore Group, LLC, Helis Oil & Gas Company, LLC, Houston Energy, LP, HE&D Offshore, LP and EPL Oil & Gas, Inc.

**West Cameron 269**

1. Offshore Operating Agreement dated 12-1-11 by and between Black Elk Energy Offshore Operations, LLC; Peregrine Oil & Gas II, LLC, Apache Corporation and Castex Offshore, Inc.

**West Delta 36 (Lease Expired 10/31/15 -Abandonment Obligations Remain)**

1. Offshore Operating Agreement effective February 1, 2006 between Marlin Coastal, L.L.C., as Operator, and Peregrine Oil & Gas, LP, Challenger Minerals Inc., Dynamic Offshore Resources NS, LLC and Republic Exploration LLC, as Non-Operators.

*See Marketing Contracts on Following Page....*

**MARKETING CONTRACTS**

Marketing Contracts by Block

Area	Block	Affected Area Block(s)	Contract Description	Effective Date
Eugene Island	183/184	EI 183 EI 184	Dehydration Service Agreement between WFS-Liquids Company and Darcy Energy, LLC	5/1/2007
Eugene Island	183/184	EI 183 EI 184	Agreement for Processing Gas Delivered by Transcontinental Gas Pipe Line Corporation to the North Terrebonne Gas Processing Plant. (Exhibit F to the C&O Agreement dated July 25, 2007.	6/25/2007
Eugene Island	183/184	EI 183 EI 184	First Amendment to Gas Processing, Fractionation & Product Purchase Agreement dated Effective March 1, 2013, between Northstar Offshore Group, LLC and Enterprise Gas Processing, LLC.	7/18/2008
Eugene Island	183/184	EI 183 EI 184	Injected and Retrograde Condensate Transportation and BTU Reduction Make-up Agreement - Southeast Lateral dated effective 10-1-2012 between Transcontinental Gas Pipe Line Company and Northstar-Offshore Group, LLC	10/1/2012
Eugene Island	183/184	EI 183 EI 184	Raw Make Purchase Letter Agreement for the North Terrebonne Gas Plant	12/20/2012
Eugene Island	183/184	EI 183 EI 184	Crude Contract between Shell Trading and Northstar Offshore Group, LLC dated 12/5/2016	1/1/2017
Eugene Island	183/184	EI 183 EI 184	C & O Agreement Ratification and Joinder Agreement between Marlin GOM I, L.L.C, and Enterprise Gas Processing, LLC as Operator of the North Terrebonne Gas Processing Plant and the Tebone Fractionation Plant.	No date provided
High Island	A-442 Expired 3/27/17	HI A-442	Platform Connection Agreement by and between Santa Fe Energy Products and the Operator of the High Island Pipeline System	3/28/1997
High Island	A-442 Expired 3/27/17	HI A-442	Lateral Line Operating Agreement dated July 3, 2002 between Ocean Energy and HIOS.	7/3/2002
High Island	A-442 Expired 3/27/17	HI A-442	NGL Bank Agreement dated May 5, 2004, between SPL, Inc., et al and High Island Offshore System – This works with the gas transportation agreement with HIOS which is being assigned K#GM-300-0502.	5/5/2004
High Island	A-442 Expired 3/27/17	HI A-442 HI A-443 HI A-571	IT Agreement between High Island Offshore System LLC and Black Elk Energy Offshore operations LLC date 12/1/2009	12/1/2009
High Island	A-442 Expired 3/27/17	HIOS 442 HIOS 443 HIOS 571	NGL Bank Agreement dated December 1, 2009 between SPL, Black Elk and HIOS.	12/1/2009

Area	Block	Affected Area Block(s)	Contract Description	Effective Date
High Island	A-442 Expired 3/27/17	HI A-442	Lateral Line Operating Agreement dated December 1, 2012 between Enterprise GTM Offshore Operating Company and Black Elk Energy Offshore Operations.	12/1/2012
High Island	A-442 Expired 3/27/17	HIOS 442 HIOS 443 HIOS 571	Assignment of Lateral Line Agreements between Enterprise GTM Offshore Operating and High Island Offshore Services dated June 21, 2013	6/12/2013
High Island	A-442 Expired 3/27/17	HI A-442 HI A-443 HI A-571	High Island Pipeline System (HIPS) Operating and Administrative Management Agreement dated effective June 1, 2009 by and between Owners of High Island Pipeline System (HIPS)	6/1/2009
High Island	A-442 Expired 3/27/17	HI A-442 HI A-443 HI A-571	High Island Pipeline System (HIPS) Owners Agreement dated effective June 1, 2009 by and between Owners of High Island Pipeline System (HIPS)	6/1/2009
High Island	A-443	HI A-442 HI A-443 HI A-571	High Island Pipeline System (HIPS) Operating and Administrative Management Agreement dated effective June 1, 2009 by and between Owners of High Island Pipeline System (HIPS)	6/1/2009
High Island	A-443	HI A-442 HI A-443 HI A-571	High Island Pipeline System (HIPS) Owners Agreement dated effective June 1, 2009 by and between Owners of High Island Pipeline System (HIPS)	6/1/2009
High Island	A-443	HIOS 442 HIOS 443 HIOS 571	IT Agreement between High Island Offshore System LLC and Black Elk Energy Offshore operations LLC date 12/1/2009	12/1/2009
High Island	A-443	HI A-443 HI A-571	Reserve Commitment Agreement dated December 1, 2009 between HIOS and Black Elk Energy Operations LLC	12/1/2009
High Island	A-443	HI A-442 HI A-443 HI A-571	IT Agreement between High Island Offshore System LLC and Black Elk Energy Offshore operations LLC date 12/1/2009	12/1/2009
High Island	A-443	HIOS 442 HIOS 443 HIOS 571	NGL Bank Agreement dated December 1, 2009 between SPL, Black Elk and HIOS.	12/1/2009
High Island	A-443	HI A-443	Lateral Line Operating Agreement, February 4, 2013 between Enterprise GTM Offshore Operating Company and Black Elk Energy Offshore Operations.	241/2013
High Island	A-443	HI A-443	Buy Back Operating Agreement between High Island Offshore System, LL.C. and Black Elk Energy Offshore Operations, LLC dated August 29, 2013	8/23/2013
High Island	A-443	HI A-443	Crude Contract between Shell Trading and Northstar Offshore Group, LLC dated 12/5/2016	1/1/2017



Area	Block	Affected Area Block(s)	Contract Description	Effective Date
High Island	A-571	HI A-442 HI A-443 HI A-571	High Island Pipeline System (HIPS) Operating and Administrative Management Agreement dated effective June 1, 2009 by and between Owners of High Island Pipeline System (HIPS)	6/1/2009
High Island	A-571	HI A-442 HI A-443 HI A-571	High Island Pipeline System (HIPS) Owners Agreement dated effective June 1, 2009 by and between Owners of High Island Pipeline System (HIPS).	6/1/2009
High Island	A-571	HI A-443 HI A-571	Reserve Commitment Agreement dated December 1, 2009 between HIOS and Black Elk Energy Operations LLC	12/1/2009
High Island	A-571	HI A-442 HI A-443 HI A-571	IT Agreement between High Island Offshore System LLC and Black Elk Energy Offshore operations LLC date 12/1/2009	12/1/2009
High Island	A-571	HIOS 442 HIOS 443 HIOS 571	NGL Bank Agreement dated December 1, 2009 between SPL, Black Elk and HIOS.	12/1/2009
High Island	A-571	HI A-571	Amendment to Reserve Commitment Agreement date April 1, 2010 between High Island Offshore System L.L.C. and Black Elk Energy Offshore Operations LLC	4/1/2010
High Island	A-571	HI A-571	Lateral Line Operating Agreement, entered into as of December 1, 2012 <del>12-1-12</del> by and between Enterprise GTM Offshore Operating Co. LLC, Black Elk Energy Offshore Operations, Pisces Energy LLC	12/1/2012
High Island	A-571	HIOS 442 HIOS 443 HIOS 571	Assignment of Lateral Line Agreements between Enterprise GTM Offshore Operating and High Island Offshore Services dated June 21, 2013	6/12/2013
High Island	A-571	HI A-571	Crude Contract between Shell Trading and Northstar Offshore Group, LLC dated 12/5/2016	1/1/2017
Ship Shoal	252	SS 252	Gas Processing, Fractionation & Products Purchase Agreement (#L1109) dated March 1, 2010 (Transco and/or Gulf South) between Marlin Coastal, L.L.C. and Enterprise Gas Processing, LLC, North Terrebonne Gas Processing Plant, Tebone Fractionation Plant	3/1/2010
South Marsh Island	41	SM 41	Gathering System Agreement dated September 24, 1973 between Exxon Pipeline Company and Chevron Oil Company	9/24/1973
South Marsh Island	41	SM 41	Crude Contract between Shell Trading and Northstar Offshore Group, LLC dated 12/5/2016	1/1/2017

Area	Block	Affected Area Block(s)	Contract Description	Effective Date
South Pass	86	SP 86	Owners Agreement South Pass, West Delta Pipeline Gathering System dated effective October 1, 1981 by and between Marathon Pipe Line LLC, Apache Corporation, CKB Petroleum Inc., SPN Resources LLC, and W&T Offshore, Inc. as amended July 1, 1982; March 1, 1985; May 1, 1992; May 1, 1995; January 1, 1999; June 1, 2000; January 1, 2002; April 1, 2003; July 1, 2003; October 1, 2004; November 1, 2004; and currently as of April 28, 2015	10/1/1981
South Pass	86	SP 86	Operating Agreement South Pass – West Delta Pipeline Gathering System dated effective October 1, 1981 by and between Hess Pipeline Company, Marathon Pipe Line Company, The Largo Company and The Louisiana Land and Exploration Company, their successors and assigns, as amended July 1, 1982; March 1, 1985; May 1, 1992; May 1, 1995; January 1, 1999; June 1, 2000; January 1, 2002; April 1, 2003; July 1, 2003; October 1, 2004; November 1, 2004; and currently as of November 30, 2011	10/1/1981
South Pass	86	SP 86	Facilities Interconnect & Reimbursement Agreement dated 5-21-13, between Texas Eastern Transmission, LP & BEECO.	5/21/2013
South Pass	89	SP 89	Owners Agreement South Pass, West Delta Pipeline Gathering System dated effective October 1, 1981 by and between Marathon Pipe Line LLC, Apache Corporation, CKB Petroleum Inc., SPN Resources LLC, and W&T Offshore, Inc. as amended July 1, 1982; March 1, 1985; May 1, 1992; May 1, 1995; January 1, 1999; June 1, 2000; January 1, 2002; April 1, 2003; July 1, 2003; October 1, 2004; November 1, 2004; and currently as of April 28, 2015.	10/1/1981
South Pass	89	SP 89	Operating Agreement South Pass – West Delta Pipeline Gathering System dated effective October 1, 1981 by and between Hess Pipeline Company, Marathon Pipe Line Company, The Largo Company and The Louisiana Land and Exploration Company, their successors and assigns, as amended July 1, 1982; March 1, 1985; May 1, 1992; May 1, 1995; January 1, 1999; June 1, 2000; January 1, 2002; April 1, 2003; July 1, 2003; October 1, 2004; November 1, 2004; and currently as of November 30, 2011.	10/1/1981
South Pass	89	SP 89 (SP 86/87)	Crude Contract between Shell Trading and Northstar Offshore Group, LLC dated 12/5/2016	1/1/2017
SP/WD SP 86 & 89	SP 86 & 89	SP/WD SP 86 & 89	In-Line Inspection Project	6/30/2005
All Properties		All Properties	NAESB dated November 1, 2012 as amended, between Southwest Energy and Northstar Offshore Group, LLC	11/1/2012

**EXHIBIT A.3**  
**Easements**

None.

Rights of Way listed on Exhibit A-5

Surface Leases listed on Exhibit A

**EXHIBIT A-4  
EQUIPMENT**

Area	Block	OCS Lease	Structure Name	Structure #	Status	Operator	Ownership Interest
EI	133	G33092	#1 Caisson	2562	Expired P&A Liability	Northstar	100.00000%
EI	184	G05498	Platform A	23932	PROD	Northstar	100.00000%
EI	184	G05498	Offshore Compressor (EI 184 A)	N/A	PROD	Northstar	100.00000%
HI	A 442	G11383	Platform A	28020	Terminated P&A Liability	Northstar	45.45452%
HI	A 442	G11383	Platform B	783	Terminated P&A Liability	Northstar	45.45452%
HI	A 443	G03241	Platform A	10128	PROD	Northstar	98.56000% ***** Future Platform Abandonment 84.0000% ***** See Footnote #1
HI	A 571	G02391	Platform A	10116	PROD	Northstar	79.16500%
HI	A 571	G02391	Platform B-Aux	10116	PROD	Northstar	79.16500%
MP	64	G04909	Platform A	22798	PROD	Medco Energi	25.00000%
MP	64	G04909	Platform AQ	22798	PROD	Medco Energi	25.00000%
MP	64	G04909	Platform B	22913	PROD	Medco Energi	25.00000%
MP	64	G04909	#2 Caisson	22798	PROD	Medco Energi	25.00000%
MP	64	G04909	#1 Caisson	22910	PROD	Medco Energi	25.00000%
MP	64	G04909	#3 Caisson	22912	PROD	Medco Energi	25.00000%
MP	64	G04909	#5 Caisson	22914	PROD	Medco Energi	25.00000%
MP	64	G04909	#6 Caisson	22915	PROD	Medco Energi	25.00000%
MP	64	G04909	#7 Caisson	22916	PROD	Medco Energi	25.00000%

Area	Block	OCS Lease	Structure Name	Structure #	Status	Operator	Ownership Interest
MP	64	G04909	#8 Caisson	22917	PROD	Medco Energi	25.00000%
MP	64	G04909	#9 Caisson	22918	PROD	Medco Energi	25.00000%
MP	64	G04909	#10 Caisson	22919	PROD	Medco Energi	25.00000%
MP	64	G04909	#11 Caisson	22920	PROD	Medco Energi	25.00000%
MP	64	G04909	#12 Caisson	22921	PROD	Medco Energi	25.00000%
MP	64	G04909	#13 Caisson	22922	PROD	Medco Energi	25.00000%
MP	64	G04909	#14 Caisson	23130	PROD	Medco Energi	25.00000%
MP	64	G04909	#15 Caisson	23403	PROD	Medco Energi	25.00000%
MP	64	G04909	#17 Caisson	23404	PROD	Medco Energi	25.00000%
MP	64	G04909	#18 Caisson	24114	PROD	Medco Energi	25.00000%
MP	64	G04909	#19 Caisson	23877	PROD	Medco Energi	25.00000%
MP	64	G04909	#20 Caisson	24121	PROD	Medco Energi	25.00000%
MP	65	G05692	Platform A	23057	PROD	Medco Energi	25.00000%
SM	41	G01192	Platform A	20713	PROD	Northstar	100.00000%
SM	41	G01192	Platform CA	23208	PROD	Northstar	100.00000%
SP	86	G05687	Platform C	24103	PROD	Northstar	63.88889%
SS	202	G31394	Platform A	23560	Expired P&A Liability	Northstar	100.00000%
SS	253	G01031	Platform F	26072	PROD	Northstar	6.93750%
WC	20	680	Platform A	20891	PROD	Northstar	100.00000%
WC	20	680	Platform D	2038	PROD	Northstar	100.00000%
WC	20	680	Platform D-Aux 1	2038	PROD	Northstar	100.00000%

Area	Block	OCS Lease	Structure Name	Structure #	Status	Operator	Ownership Interest
WC	20	680	#2 Caisson	20881	PROD	Northstar	100.00000%
WC	20	680	#10 Caisson	20890	PROD	Northstar	100.00000%
WC	20	680	#14 Caisson	21011	PROD	Northstar	100.00000%
WC	20	N/A	Onshore Compressor (WC 20)	N/A	PROD	Northstar	100.00000%
WC	20	Located on Ivan Fisk Surface Lease	Ivan Fisk WC 20 Tank Battery	N/A	PROD	Northstar	100.00000%
WC	21	G23730	Platform G	1641	PROD	Northstar	56.70000%
WC	21	G23730	#1 Caisson	1641	PROD	Northstar	56.70000%
WC	21	G23730	#2 Caisson	1653	PROD	Northstar	56.70000%
WC	21	G23730	Offshore Compressor (WC 21 G)	N/A	PROD	Northstar	56.70000%
WC	44	G21532	Platform B	1252	PROD	Northstar	33.00000%
WC	44	G21532	#2 WP	1398	PROD	Northstar	12.92324% ***** See Footnote #2
WC	57	G21534	#2 Caisson	1639	PROD	Northstar	33.30000%
WC	57	G21534	#3 Caisson	2119	PROD	Northstar	58.49170%
WC	269	G13563	Platform JA	29040	PROD	Northstar	100.00000%
WD	36	G23956	Platform G	1948	Terminated P&A Liability	Northstar	88.75000%

#### Rental Compressors

Area	Block	OCS Lease	Structure Name	Structure #	Status	Operator	Ownership Interest
HI	A-571	G02391	Rental Compressor (HI A-571 Platform A)	N/A	PROD	Nothstar	79.16500%
SM	41	G01192	Rental Compressor (SM 41 Platform A)	N/A	PROD	Nothstar	100.00000%
WC	269	G13563	Rental Compressor (WC 269 Platform JA)	N/A	PROD	Nothstar	100.00000%

Area	Block	OCS Lease	Structure Name	Structure #	Status	Operator	Ownership Interest
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All furniture and fixtures located at 11 Greenway Plaza, Suite 2800, Houston, Texas 77046

<sup>(1)</sup> HI A-443: Northstar proposed a Lease-Saving Operation to be conducted on the #A-5 Well. ANKOR E&P Holdings and SCL Resources non-consented the proposed operation and as a result must forfeit their ownership within this Lease. Assignments are being processed at this time to transfer the forfeit interest into Northstar. ANKOR & SCL will retain future P&A liability for any wells in which they historically participated within this lease. Northstar's interests reflect P&A liability as to historical wells and an increased WI/NRI in any future well operations based on the additional interest to be assigned.

<sup>(2)</sup> West Cameron 44 Well #2: Pursuant to notice dated April 20, 2017, Shoreline Energy LLC was dissolved under Bankruptcy proceedings effective March 7, 2017 and therefore are no longer owners in the WC 44 Lease. Shoreline's ownership in this Operating Rights portion of the lease consisted of the #2 Well and the #2 Caisson. Northstar and other remaining working interest partners have each had to accept their pro-rata share of Shoreline's surrendered 22.62000% participating interest.

**EXHIBIT A-5  
PIPELINE RIGHTS-OF-WAY**

<b>FEDERAL RIGHTS-OF-WAY OPERATED</b>		
<b>Originating Area/Block</b>	<b>Right-of-Way #</b>	<b>Right-of-Way Description</b>
Eugene Island 184	OCS-G 15015 Segment #9266	Pipeline Right-of-Way OCS-G 15015 is a 200-foot wide and approximately 1.21 miles (6,393 feet) long corridor associated with the bi-directional 6-inch Pipeline Segment #9266. The purpose of the pipeline R-O-W OCS-G 15015 is to maintain and operate Pipeline Segment #9266 and to transport Gas originating at Platform A in Block 184, terminating at a 10-inch SSTI in Block 195, all in the Eugene Island Area.
High Island A-442	OCS-G 15676 Segment #10773	Pipeline Right-of-Way OCS-G 15676 is a 200-foot wide and approximately 3.03 miles (15,975 feet) long corridor associated with the 6-inch Pipeline Segment #10773. The purpose of the pipeline R-O-W OCS-G 15676 is to maintain and operate Pipeline Segment #10773 and to transport Oil originating at Platform A in Block A-442, terminating at a 6-inch SSTI in Block A-443, all in the High Island Area, South Addition.
High Island A-442	OCS-G 15677 Segment #10774	Pipeline Right-of-Way OCS-G 15677 is a 200-foot wide and approximately 4.30 miles (22,690 feet) long corridor associated with the 6-inch Pipeline Segment #10774. The purpose of the pipeline R-O-W OCS-G 15677 is to maintain and operate Pipeline Segment #10774 and to transport Gas originating at Platform A in High Island Area, South Addition, Block A-442, terminating at a 30-inch SSTI in High Island Area, East Addition, South Extension, Block A-283.
High Island A-443	OCS-G 29187 Segment #18829	Pipeline Right-of-Way OCS-G 29187 is a 200-foot wide and approximately 10.50 miles (55,442 feet) long corridor associated with the bidirectional 10-inch Pipeline Segment #18829. The purpose of the pipeline R-O-W OCS-G 29187 is to maintain and operate Pipeline Segment #18829 and to transport gas originating at Platform A in High Island Area, South Addition, Block A-443, through High Island Area, East Addition, South Extension, Block A-284 terminating at a 30-inch SSTI in High Island Area, East Addition, South Extension, Block A-283.
High Island A-571	OCS-G 4356 Segment #5913	Pipeline Right-of-Way OCS-G 4356 is a 200-foot wide and approximately 7.27 miles (38,364 feet) long corridor associated with the 20-inch Pipeline Segment #5913. The purpose of the pipeline R-O-W OCS-G 4356 is to maintain and operate Pipeline Segment #5913 and to transport Gas originating at Platform A in Block A-571, through Blocks A-548 and A-547, terminating at a 30-inch SSTI in Block A-546, all in the High Island Area, South Addition.
South Marsh Island 41	OCS-G 25396 Segment #14649	Pipeline Right-of-Way OCS-G 25396 is a 200-foot wide and approximately .87 miles (4,589 feet) long corridor associated with the 4-inch Pipeline Segment #14649. The purpose of the pipeline R-O-W OCS-G 25396 is to maintain and operate PSN 14649 and to transport Gas originating at Platform A in Block 41, terminating at Platform JA in Block 40, all in the South Marsh Island Area.



Originating Area/Block	Right-of-Way #	Right-of-Way Description
South Pass 89	OCS-G 28557 Segment #10458	Pipeline Right-of-Way OCS-G 28557 is a 200-foot wide and approximately 4.56 miles (24,079 feet) long corridor associated with 6 inch Pipeline Segment #10458. The purpose of the pipeline R-O-W OCS-G 28557 is to maintain and operate Pipeline Segment #10458 aid to transport supply Gas originating at Platform B in Block 89, terminating at Platform C in Block 86, all in the South Pass Area, South and East Addition.
Ship Shoal 202	OCS-G 28971 Segment #17998 <i>Pending Abandonment</i>	Pipeline Right-of-Way (ROW) OCS-G 28971 is a 200-foot wide and approximately 3.37 miles (17,815 feet) long corridor associated with the 4-inch Pipeline Segment No. (PSN) 17998. The purpose of the pipeline ROW OCS-G 28971 is to maintain and operate PSN 17998 and to transport gas/condensate originating at Platform A in Block 202, through Block 197, terminating at a 26-inch SSTI in Block 198, all in the Ship Shoal Area. <b>Note: This ROW is pending abandonment and under BSEE restrictions can not be transferred under and Assignment of Pipeline ROW Grant.</b>
Ship Shoal 202	OCS-G 28972 Segment #17999 <i>Pending Abandonment</i>	Pipeline Right-of-way (ROW) OCS-G28972 is a 200-foot wide and approximately 3.76 miles (19,870 feet) long corridor associated with the 4-inch Pipeline Segment No. (PSN) 17999. The purpose of the pipeline ROW OCS-G28972 is to maintain and operate PSN 17999 and to transport oil originating at Platform A in Block 202, through Block 197, terminating at Platform J in Block 198, all in the Ship Shoal Area. <b>Note: This ROW is pending abandonment and under BSEE restrictions can not be transferred under and Assignment of Pipeline ROW Grant.</b>
West Cameron 20	OCS-G 25492 Segment #3501	Pipeline Right-of-Way OCS-G 25492 is a 200-foot wide and approximately 4.26 miles (22,491 feet) long corridor associated with the 6-Inch Pipeline Segment #3501. The purpose of the pipeline R-O-W OCS-G 25492 is to maintain and operate Pipeline Segment #3501 and to transport Gas/Condensate originating at Platform A. and terminating at the Federal/State Boundary all in West Cameron Area, Block 20.
West Cameron 20	OCS-G 29347 Segment #19613	Pipeline Right-of-Way OCS 29347 is a 200-foot wide and approximately .76 miles (4,000 feet) long corridor associated with the 8-inch Pipeline Segment #19613. The purpose of the pipeline R-O-W OCS 29347 is to maintain and operate Pipeline Segment #19613 and to transport Gas originating at Platform A and terminating at the Fed/State Boundary all located in West Cameron Area Block 20. (Replaced Terminated OCS 0877 Segment #3503).
West Cameron 21	OCS-G 26859 Segment #15155	Pipeline Right-of-Way OCS-G 26859 is a 200-foot wide and approximately 3.09 miles (16,309 feet) long corridor associated with the 8-inch Pipeline Segment #15155. The purpose of the pipeline R-O-W OCS-G26859 is to maintain and operate Pipeline Segment #15155 and to transport Gas/Condensate originating at Platform G in Block 21, terminating at a 36-inch SSTI in Block 44, all in the West Cameron Area.
West Delta 36	OCS-G 29323 Segment #19433 <i>Pending Abandonment</i>	Pipeline Right-of-Way OCS-G 29323 is a 200-foot wide and approximately 2.48 miles (13,109 feet) long corridor associated with the 6-inch Pipeline Segment #19433. The purpose of the pipeline R-O-W OCS-G 29323 is to maintain and operate Pipeline Segment #19433 and to transport bulk Gas originating at Platform G in Block 36, terminating at Platform A-Aux, all in the West Delta Area. <b>Note: This ROW is pending abandonment and under BSEE restrictions can not be transferred under and Assignment of Pipeline ROW Grant.</b>

STATE OF LOUISIANA RIGHTS-OF-WAY OPERATED		
Originating Area/Block	Right-of-Way #	Right-of-Way Description
West Cameron 20	State Lease R-O-W #643	Right-of-Way #643 for certain rights through and under State Lands located in Cameron Parish, Louisiana and extending southward into the Gulf of Mexico, traversing under water bottoms in the offshore waters known as West Cameron Area, Offshore Louisiana, Block No. 20, situated in the Parish of Cameron, State of Louisiana. <i>This Right-of-Way is associated with Federal Lease West Cameron 2 OCS-0680.</i>

RIGHTS-OF-WAY ASSOCIATED WITH NORTHSTAR LEASES OUTSIDE OPERATED		
Originating Area/Block	Right-of-Way #	Right-of-Way Description
Main Pass 55	OCS-G 7541 Pig-Trap Accessory	Platform Pig-Trap: An accessory platform to R-O-W OCS-G 7541 in Main Pass Area Block 55. <i>Northstar holds a 25% interest and Medco Energi US LLC holds a 75% interest in this Pipeline R-O-W Grant.</i>
Main Pass 65	OCS-G 7541 Segment 1 #7294	Segment #7294: A 200 foot R-O-W to operate and maintain a 4-1/2 inch pipeline. 3.60 miles in length to transport oil from Platform A in block 65, through block 56, to Platform PIG-TRAP in Block 55, all located in Main Pass Area. <i>Northstar holds a 25% interest and Medco Energi US LLC holds a 75% interest in this Pipeline R-O-W Grant.</i>
Main Pass 65	OCS-G 7541 Segment 2 #11963	Segment #11963: A 200 foot R-O-W to operate and maintain a 4-1/2 inch pipeine, 0.012 miles in length, to transport oil from Platform PIG-TRAP in Block 55, to a subsea tie-in Block 55, all located in Main Pass Area. <i>Northstar holds a 25% interest and Medco Energi US LLC holds a 75% interest in this Pipeline R-O-W Grant.</i>
Main Pass 55	OCS-G 1380 Segment #4892	Main Pass 55 ROW: Pipeline ROW OCS-G 1380, Segment #4892, a 200 foot wide right-of-way to operate and maintain a 12-3/4-inch O D pipeline, 0.39 miles in length, to transport oil from Sub Sea Tie-in (SSTI) in Block 55, to Federal/State Boundary in Block 55, all located in Main Pass Area.
Main Pass 64	OCS-G 8051 Segment #7640	OCS-G 08051, Segment Number 7640: A 200-foot wide right-of-way to operate and maintain an 8 5/8-inch pipeline, 3.66 miles in length, to transport gas from Platform A in Block 64 to a 26-inch subsea tie-in in Block 57, all located in Main Pass Area.
Main Pass 64	OCS-G 28612 Segment #16240	Maintain an 8 5/8-inch pipeline, 3.66 miles in length, to transport gas from Platform A
Main Pass 64	OCS-G 28613 Segment #16241	Block 64 to a 26-inch subsea tie-in in Block 57, all located in Main Pass Area.
Main Pass 64	OCS-G 29198 Segment #18895	Pipeline Right-of-Way OCS-G29198 is a 200-foot wide and approximately 1.40 miles (25,108 feet) long corridor associated with the 6.0-inch Pipeline Segment No. 18895. The purpose of pipeline ROW OCS-G29198 is to install, operate and maintain pipeline segment PSN 18895 and to transport bulk oil from Block 64, Platform "AQ" to the Fed/State Boundary, Block 65, all located in Main Pass Area.
Main Pass 64	OCS-G 29044 Segment #18181	Pipeline Right-of-Way bearing Serial Number OCS-G 29044, Segment No. 18181 being a 200 foot-wide right-of-way to operate and maintain a 4 1/2-inch pipeline, 3.60 miles in length, to transport oil from Platform A in Block 65, through Block 56, to Platform PIG-TRAP in Block 55, all located in Main Pass Area.
Main Pass 65	OCS-G 28585 Segment #16199	Pipeline Right-of-Way bearing Serial Number OCS-G 28585 Segment No. 16199 being a 200 foot-wide right-of-way to operate and maintain a 3-inch pipeline, 1.08 miles in length, to transport Supply Gas from Federal/State Main Pass Block 68 to Platform A in Main Pass Block 64, all located in Main Pass Area, South and East Addition.

Originating Area/Block	Right-of-Way #	Right-of-Way Description
South Pass 86	OCS-G 13415 Segment #9550	OCS-G 13415. Segment No. 9550. Right-of-Way two hundred feet (200') in width for the construction, maintenance and operation of an 8.625-inch pipeline to transport crude oil, 1.98 miles in length, beginning at Platform C located in Block 86, South Pass Area. South and East Addition and terminating at a 12-inch subsea tie-in located in Block 89. South Pass Area. South and East Addition. Northstar uses this one for Oil to the SSTI.
South Pass 86	OCS-G 13428 Segment #9597	OCS-G 13428 Segment No. 9597. Right-of-Way two hundred feet (200') in width for the construction, maintenance and operation of an 12-inch pipeline to transport crude Gas, 2.71 miles in length, beginning at Platform C located in Block 86, South Pass Area. South and East Addition and terminating at a 20-inch subsea tie-in located in Block 88. South Pass Area. South and East Addition. Northstar uses this one for Gas.

<b>SEA ROBIN GAS PLANT</b> Includes Coverage of South Marsh Island 41	
Northstar WI (%) *	
Sea Robin Gas Plant - Main Deck	48.0950%
* Interest represents multiple leases (SM 39, 41 & 142)	

<b>SOUTH PASS / WEST DELTA PIPELINE SYSTEM</b> Covering South Pass 86 & South Pass 89	
The interests below reflect Northstar Offshore Group's ownership in this pipeline system based on the "South Pass/West Delta Owner's Agreement" originally dated effective October 1, 1981; its Amendment 12 dated effective December 1, 2011; and Amendment 12 last updated December 2016.	
SOUTH PASS 89 / WEST DELTA*	Northstar Ownership (%)
SP 89 System Wide	21.2961%
SP 89 SEG 1 (SP 89/WD 79 PL)	25.0000%
SP 89 SEG 2 (SP WD 79 A Lateral PL)	No Ownership
SP 89 SEG 3 (WD 79 - WDRS)	26.6000%
SP 89 SEG 4 (WD 86 A LAT)	No Ownership
SP 89 SEG 5 (SP 86 C LAT)	25.0000%
* Northstar holds no pipeline interest in any of the West Delta leases within this pipeline system.	

<b>HIGH ISLAND PIPELINE SYSTEM (HIPS)</b>	
The interests below reflect Northstar Offshore Group's ownership in this pipeline system based on the 'High Island Pipeline System Operating Agreement (HIPS)' and the 'High Island Pipeline System Owner's Agreement, both dated effective June 1, 2009.	
HIPS Representing Segments within High Island A-442*, A-443 & A-571	Northstar WI (%)
Segment III-8	100.0000%
Segment III-10	80.1090%
Segment III-18	100.0000%

\* HI A-442 is a terminated lease as of 3/27/17

## Exhibit B

### Excluded Assets

- (a) all corporate, partnership, limited liability company, financial, income and franchise tax and legal records of Seller that relate to Seller's business generally (whether or not relating to the Assets), and all books, records and files that relate to the Excluded Assets and those records retained by Seller pursuant to **Section 1.2(j)** and copies of any other Records retained by Seller pursuant to **Section 1.5**;
- (b) all rights to any refund of Taxes and, until the expiration of 24 months from the Closing Date, all rights to any refunds of costs or expenses, other than Taxes, borne by Seller or Seller's predecessors in interest and title attributable to periods prior to the Effective Time;
- (c) Seller's area-wide bonds, supplemental bonds, bonds delivered by Seller to any third person in connection with acquisition of the Assets or any other properties, permits and licenses or other permits, licenses or authorizations used in the conduct of Seller's business;
- (d) subject to **Section 8.12**, all claims and causes of action related to any claims for relief under chapter 5 of the Bankruptcy Code that exist as of the Closing Date;
- (e) all trade credits, account receivables, note receivables, take-or-pay amounts receivable, and other receivables attributable to the Assets with respect to any period of time prior to the Effective Time, except to the extent set forth in **Section 1.02(o)(i)**;
- (f) the Contracts listed in **Schedule 1.3(f)** and any employee contracts or benefit plans;
- (g) all rights, titles, claims and interests of Seller or any Affiliate of Seller (i) to or under any policy or agreement of insurance or any insurance proceeds with respect to the Excluded Liabilities, except (A) with regard to directors and officers insurance policies or (B) as set forth in **Section 8.12**, and (ii) to or under any bond or bond proceeds;
- (h) the computers, software, specialty tools, SCADA systems, peripherals, radio equipment, and telephone equipment located on the properties listed in **Schedule 1.3(h)**;
- (i) all documents and instruments of Seller that may be protected by an attorney-client privilege;
- (j) the Settlement Agreement dated April 30, 2015, between Fieldwood Energy Offshore LLC, Black Elk Energy Offshore Operations, LLC and Seller;
- (k) all Geological Data subject to a Transfer Requirement that is not satisfied pursuant to **Section 6.5**;

- (l) any Asset deemed an Excluded Asset pursuant to **Section 6.5**;
- (m) all of Seller's cash on hand at Closing; and
- (n) all wells, leases, Easements and real, personal and mixed property located on, or used exclusively in the operation of, the properties listed in **Schedule 1.3(n)**.

**Schedule 1.3(f)**  
**Excluded Contracts**

**East Cameron 317 & 318 (Lease Expired 2/27/17- Abandonment Obligations Remain)**

1. Offshore Operating Agreement effective August 27, 2004, between Novus Louisiana LLC and Darcy Energy, Ltd.
2. First Amended and Restated Offshore Operating Agreement between Medco Energi US LLC and Leed Petroleum LLC dated effective April 1, 2008, whereby parties "amend and restate the Original Agreement" {Offshore Operating dated August 27, 2004} and to reflect further amendments as well.
3. First Amendment to and Ratification of Memorandum of Operating Agreement and Financing Statement dated effective May 17, 2011 by and between Medco Energi US LLC and Marlin GOM I, L.L.C. recorded in Cameron Parish under File No. 323030 in the Conveyance and Mortgage Books.

**South Marsh Island 39**

1. Platform and Facilities Throughput Agreement dated effective October 5, 2001 by and between Remington Oil and Gas Corporation and Magnum Hunter Production, Inc. (producers) and Westport Resources Corporation and Chieftain International (US) Inc. (Platform Owners) and Westport as Platform Operator.
2. Offshore Operating Agreement dated effective July 1, 1996 by and between Equitable Resource Energy Company and Chieftain International (US) Inc.
3. Purchase and Sale Agreement dated September 14, 2009, effective August 1, 2009, between W&T Offshore, Inc., as Seller and Black Elk Energy Offshore Operations, LLC, as Buyer.

**South Marsh Island 142 (and SM 143 Future P&A Liability)**

1. Unit Operating Agreement dated effective March 17, 1976 between Forest Oil Corporation, Columbia Gas Development Corporation, Texas Gas Exploration Corporation, CNG Producing Company, KERR-McGee Corporation, Cabot Corporation, Sun Oil Company (Delaware) and Felmont Oil Corporation.
2. Unit Agreement dated March 19, 1976, by and between Forest Oil Corp and Kerr-McGee Corp et al. (Box 26).
3. Revision of Exhibit B of Unit Operating Agreement (3/17/76) dated April 22, 1979 by Forest Oil Corporation.
4. Addendum to Unit Operating Agreement (3/19/76) dated January 22, 1979 by Forest Oil Corporation.
5. Amendment to Exhibit B of Joint Interest Operating Agreement dated effective January 1, 1975 by Forest Oil Corporation.
6. Continuation of Exhibit A to Joint Interest Operating Agreement following termination of Geophysical Exploration Agreement (5/17/61) dated September 23, 1971 between Forest Oil Corporation, Columbia Gas Development Corporation, Consolidated Gas Supply Corporation, and Texas Gas Exploration Corporation.
7. Operating Agreement attached to Exploration Agreement dated 5/17/61, between Forest Oil Corporation, Hope Natural Gas Company, Texas Gas Exploration Corporation and The Preston Oil Company.
8. Amendment to Operating Agreement dated May 23, 1997 between CNG Producing Company, Total Minatome Corporation, and Aviara Energy Corporation.
9. Amendment to Operating Agreement dated December 16, 1992 between CNG Producing Company, Total Minatome Corporation, and Columbia Gas Development Corporation.

10. Production Handling Agreement dated January 1, 2007 between Hunt Petroleum, Dominion Exploration, Northstar Gulfsands, Offshore Shelf as Platform Owners Hunt Petroleum and Energy Partners as Producers.
11. Amendatory Agreement (Gas Balancing Agreement) dated 1/22/79, effective 4/22/78, between Forest Oil Corp, as Operator and Columbia Gas Development Corp, Texas Gas Exploration Corp, CNG Producing Company, Kerr-McGee Corp, Cabot Corp, Sun Oil Co and Felmont Oil Corp.
12. Purchase and Sale Agreement dated September 14, 2009, effective August 1, 2009, between W&T Offshore, Inc., as Seller and Black Elk Energy Offshore Operations, LLC, as Buyer.

**South Pelto 8**

1. Operating Agreement dated effective August 1, 1977 by and between Mesa Petroleum and American Natural Gas.

**South Pelto 13**

1. Operating Agreement dated effective May 1, 1996 by and between Zilkha Energy Company and Santa Fe Energy Company.
2. Gas Balancing Agreement dated effective March 23, 1979 by and between Mesa Petroleum Company and Santa Fe Energy Company.
3. Operating Agreement dated effective July 1, 1975 by and between Mesa Petroleum Company and American Natural Gas Production Co.
4. Pipeline Crossing Agreement dated December 16, 1993, between Mesa Operating LTD., Partnership and Zilkha Energy Company.

**Vermilion 196 (and VR 207 P&A Liability)**

1. Offshore Operating Agreement dated effective February 9, 1999 by and between Ocean Energy Inc. and Shell Offshore, Inc.
2. Production Handling Agreement dated 7-1-12, between McMoran, Piquant, Dynamic Offshore, Bandon, Black Elk, Halliburton.

**West Cameron 2 (Creole) State Leases: #18423, 18521, #18524, #19031, #19190, #19192 and #20473**

1. Voluntary Unit Agreement entered into and effective May 14, 2008, between the State Mineral Board for and on behalf of the State of Louisiana and Bamboo Investments, LLC; J & S Oil & Gas, LLC; Lewiston Atlas, Ltd.; Madison, LLC; Stokes & Spiehler Properties, Inc. and Xplor Energy SPV-1, Inc. and subsequent Amendments.
2. First Amendment to Voluntary Unit Agreement dated February 18, 2009, by and between the State Mineral Board for and on behalf of the State of Louisiana and Bamboo Investments, LLC, J & S Oil & Gas, LLC, Lewiston Atlas, Ltd., Madison, LLC, Stokes & Spiehler Properties, Inc. and XPLOR Energy SPV-1, Inc.
3. Second Amendment to Voluntary Unit Agreement dated December 14, 2011, between the State Mineral Board, Deep South, J&S Oil and Gas, J&S 2008, J&S 2006, Wilkinson Family Ltd Partnership, Lewiston Atlas, Madison, Stokes & Spiehler, Propel Energy.
4. Troy Bailey Agreement for Surface Lease and Saltwater Injection dated June 13, 2006 (Surface Lease "A").
5. Troy Bailey Surface Lease Act of Correction dated January 1, 2008 (Surface Lease "A").

6. Troy Bailey Surface Lease dated April 4, 2013, by and between Troy E. Bailey & Cyndie Bailey, Grantors and Northstar Offshore Group, LLC, Grantee. (Surface Lease "B")
7. Assignment, Conveyance and Bill of Sale dated effective December 1, 2012, from Jeffrey & Andrea Wilkinson Family Limited Partnership (Assignor) and Northstar Offshore Group, LLC as (Assignee)
8. Wilma Picou Agreement for Surface Lease and Saltwater Injection, dated June 14th, 2006.
9. Wilma Picou Amendment to Agreement for Surface Lease and Saltwater Injection, dated June 14, 2008.
10. Wilma Picou Amendment and Ratification of Agreement for Surface Lease and Saltwater Injection, dated June 14, 2014.

**West Cameron 60**

1. Offshore Operating Agreement dated effective May 15, 1991 by and between BHP, Brooklyn Union, EP CNG and Nerco.
2. Joint Development Agreement dated effective June 27, 1991 by and between Brooklyn Union and JCF.
3. Exploration Agreement dated effective May 15, 1991 by and between BHP, Brooklyn Union, EP CNG and Nerco.
4. Farmout Agreement dated September 12, 1996, between The Houston Exploration Company and Smith Offshore.
5. Unit Agreement for OCS Exploration & Development (MMS Approved 5-26-93), between BHP, CNG, Ridgewood, Brooklyn Union, Smith Offshore, WEXCO, Contract No. 754393010.

**West Cameron 61**

1. Offshore Operating Agreement dated effective May 15, 1991 by and between BHP, Brooklyn Union, EP CNG and Nerco.
2. Joint Development Agreement dated effective June 27, 1991 by and between Brooklyn Union and JCF.
3. Exploration Agreement dated effective May 15, 1991 by and between BHP, Brooklyn Union, EP CNG and Nerco.
4. Unit Agreement for OCS Exploration & Development (MMS Approved 5-26-93), between BHP, CNG, Ridgewood, Brooklyn Union, Smith Offshore, WEXCO, Contract No. 754393010.

**West Cameron 75 (and WC 62 P&A Liability only)**

1. Participation Agreement dated effective August 20, 2004 by and between El Paso, THEC, and Chevron.
2. Offshore Operating Agreement dated effective August 20, 2004 by and between El Paso, THEC, and Chevron.

**West Cameron 76**

1. Joint Development Agreement dated effective June 27, 1991 by and between Brooklyn Union and JCF.
2. Exploration Agreement dated effective May 15, 1991 by and between BHP, Brooklyn Union, EP CNG and Nerco.



3. Offshore Operating Agreement dated effective May 15, 1991 by and between BHP, Brooklyn Union, EP CNG and Nerco.
4. Unit Agreement for OCS Exploration & Development (MMS Approved 5-26-93), between BHP, CNG, Ridgewood, Brooklyn Union, Smith Offshore, WEXCO, Contract No: 754393010.

**West Cameron 77**

1. Joint Development Agreement dated effective September 1, 2004 by and between BHP, Dominion, THEC, and Ridgewood.
2. Offshore Operating Agreement dated effective September 1, 2004 by and between BHP, Dominion, THEC, and Ridgewood.
3. Exploration Agreement dated effective May 15, 1991 by and between BHP, Brooklyn Union, EP CNG and Nerco.
4. Offshore Operating Agreement dated effective May 15, 1991 by and between BHP, Brooklyn Union, EP CNG and Nerco.
5. Joint Development Agreement dated effective June 27, 1991 by and between Brooklyn Union and JCF.
6. Unit Agreement for OCS Exploration & Development (MMS Approved 5-26-93), between BHP, CNG, Ridgewood, Brooklyn Union, Smith Offshore, WEXCO, Contract No. 754393010.

**Marketing Contracts**

Marketing Contracts by Block

Area	Block	Affected Area Block(s)	Contract Description	Effective Date
None				

**Schedule 1.3(h)**  
**Excluded Computer and Communication Equipment**

All computers, software, specialty tools, SCADA systems, peripherals, radio equipment, and telephone equipment located on:

Area	Block	Lease No.
East Cameron	317	OCS-G 5392
East Cameron	318	OCS-G 5393
South Marsh Island	39	OCS-G 16320
South Marsh Island	142	OCS-G 1216
South Marsh Island	143	OCS-G 1217
South Pelto	8	OCS-G 3587
South Pelto	13	OCS-G 3171
Vermilion	196	OCS-G 19760
Vermilion	207	OCS-G 19761
West Cameron	2	#18423
West Cameron	2	#18521
West Cameron	2	#18524
West Cameron	2	#19031
West Cameron	2	#19190
West Cameron	2	#19192
West Cameron	2	#20473
West Cameron	60	OCS-G 9383
West Cameron	61	OCS-G 9384
West Cameron	62	OCS-G 25872
West Cameron	75	OCS-G 22505
West Cameron	76	OCS-G 9386
West Cameron	77	OCS-G 9387

West Cameron 2	Troy Bailey Surface Lease "A"
West Cameron 2	Troy Bailey Surface Lease "B"
West Cameron 2	Wilma Picou, et al Surface Lease

**Schedule 1.3(n)**  
**Certain Excluded Assets**

Area	Block	Lease No.
East Cameron	317	OCS-G 5392
East Cameron	318	OCS-G 5393
South Marsh Island	39	OCS-G 16320
South Marsh Island	142	OCS-G 1216
South Marsh Island	143	OCS-G 1217
South Pelto	8	OCS-G 3587
South Pelto	13	OCS-G 3171
Vermilion	196	OCS-G 19760
Vermilion	207	OCS-G 19761
West Cameron	2	#18423
West Cameron	2	#18521
West Cameron	2	#18524
West Cameron	2	#19031
West Cameron	2	#19190
West Cameron	2	#19192
West Cameron	2	#20473
West Cameron	60	OCS-G 9383
West Cameron	61	OCS-G 9384
West Cameron	62	OCS-G 25872
West Cameron	75	OCS-G 22505
West Cameron	76	OCS-G 9386
West Cameron	77	OCS-G 9387

West Cameron 2	Troy Bailey Surface Lease "A"
West Cameron 2	Troy Bailey Surface Lease "B"
West Cameron 2	Wilma Picou, et al Surface Lease





State of Louisiana §  
Parish of Cameron §  
Office of Cameron Parish  
Clerk of Court  
7847 Judicial Dist. Court

I hereby certify that the attached document is a  
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Court case book \_\_\_\_\_ page  
Marriage Book \_\_\_\_\_ page  
in testimony which witnesses by official seal  
on 8-4  
By: [Signature]  
Deputy Clerk of Court