



September 20, 2023

VIA EMAIL

Bureau of Ocean Energy Management
Attn: Adjudication Section
Mail Stop GM276A
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

RE: QuarterNorth Energy LLC Transaction
Non-Required Filings

Ladies and Gentlemen:

Enclosed herewith please find an executed copy of each of the six (6) documents identified below, each of which is submitted for filing into the “non-required” records maintained by your office for each of the federal offshore leases, ROWs and RUEs specified for each document. Please *date-stamp* and *file* each of the documents in such “non-required” records in the consecutive order listed below. Also enclosed in connection with this request are Pay.gov receipts evidencing payment of the required filing fees. The documents submitted for filing into the “non-required records” are as follows:

File 1st: Memorandum of Assignment of Mortgages, effective June 29, 2023, between Goldman Sachs Bank USA, as Predecessor Agent, Cantor Fitzgerald Securities, as Successor Agent, and QuarterNorth Energy LLC, as Mortgager. (“**Memorandum**”)

File the **Memorandum** in the records maintained for each of the Leases, ROW’s, and RUE’s listed below under **Category 1 – Mortgage, Deed of Trust, Security Agreement**.

A Pay.gov receipt totaling \$782 is attached.

File 2nd: Partial Release of Mortgage, effective September 14, 2023, among Cantor Fitzgerald Securities, as Collateral Agent, and QuarterNorth Energy LLC, as Mortgager. (“**Partial Release 1L**”)

File the **Partial Release 1L** in the records maintained for each of the Leases, ROW’s and RUE’s listed below under **Category 2 – Release of Mortgages and Liens**

A Pay.gov receipt totaling \$782 is attached.

File 3rd: Partial Release of Mortgage, effective September 14, 2023, among Cantor Fitzgerald Securities, as Collateral Agent, and QuarterNorth Energy LLC, as Mortgager. (“**Partial Release 1L A&R**”)

File the **Partial Release 1L A&R** in the records maintained for each of the Leases, ROW’s and RUE’s listed below under **Category 2 – Release of Mortgages and Liens**

A Pay.gov receipt totaling \$782 is attached.

File 4th: Partial Release of Mortgage, effective September 14, 2023, among Cantor Fitzgerald Securities, as Collateral Agent, and QuarterNorth Energy LLC, as Mortgager. (“**Partial Release 2L**”)

File the **Partial Release 2L** in the records maintained for each of the Leases, ROW’s and RUE’s listed below under **Category 2 – Release of Mortgages and Liens**.

A Pay.gov receipt totaling \$782 is attached.

File 5th: Partial Release of Mortgage, effective September 14, 2023, among Cantor Fitzgerald Securities, as Collateral Agent, and QuarterNorth Energy LLC, as Mortgager. (“**Partial Release 2L A&R**”)

File the **Partial Release 2L A&R** in the records maintained for each of the Leases, ROW’s and RUE’s listed below under **Category 2 – Release of Mortgages and Liens**.

A Pay.gov receipt totaling \$782 is attached.

File 6th: Assignment and Bill of Sale, effective June 1, 2023, between QuarterNorth Energy LLC, as Assignor, and W&T Offshore, Inc., as Assignee. (“**ABOS**”)

File the **ABOS** in the records maintained for each of the Leases, ROW’s and RUE’s listed below under **Category 7 – Contracts, Agreements, and Conveyances**.

A Pay.gov receipt totaling \$782 is attached.

We ask that you please file each document under the following twenty-three (23) OCS Lease/ROW/RUE Numbers:

G31442	G02592	G01192	G10794
G15277	G27070	G04421	G30342
G30352	G30329	G30201	G29219
G28816	G28817	G28818	G28819
G03432	G16055	G23712	G23713
G09330	G28673	G29576	

It is necessary that each of the six (6) documents identified above be filed in the consecutive order listed above without variation. Thus, if you have any questions or concerns about the documents or the requests made in this letter, please contact the undersigned at (713) 513-8672 or via email at mcoronado@wtoffshore.com.

Kindest regards,

W&T Offshore, Inc.

Melissa Coronado

Melissa Coronado
Sr. Land Analyst

Enclosures

LEASES

Field	Block	Lease	Rights	Operator	WI	Lease Status
Breton Sound 25	BS 25	G31442	RT	Arena Offshore, LP	25.00%	UNIT
South Marsh Is. 149	SM 149	G02592	RT	GOM Shelf LLC	50.00%	PROD
South Marsh Is. 149	SM 149	G02592	OP 1	GOM Shelf LLC	50.00%	PROD
South Marsh Is. 41	SM 41	G01192	OP 1	QuarterNorth Energy LLC	100.00%	PROD
Ship Shoal 301	SS 301	G10794	RT	QuarterNorth Energy LLC	65.00%	PROD
Ship Shoal 301	SS 301	G10794	OP	QuarterNorth Energy LLC	100.00%	PROD
Ship Shoal 79/80	SS 79	G15277	RT	ANKOR Energy LLV	33.00%	PROD
Ship Shoal 79/80	SS 79	G15277	OP	QuarterNorth Energy LLC ¹	51.00% ²	PROD
Vermilion 229	VR 229	G27070	RT A	Arena Offshore, LP	50.00%	PROD
Vermilion 229	VR 229	G27070	RT B	QuarterNorth Energy LLC	50.00%	PROD
Vermilion 78	VR 78	G04421	RT	QuarterNorth Energy LLC	100.00%	PROD
Vermilion 78	VR 78	G04421	OP 1	QuarterNorth Energy LLC	81.25%	PROD

RUE's

Field	Asset Name	Block	Lease	ID	Operator Name	WI
South Marsh Is. 41	SM 40 B	SM 40	RUE OCS-G 30342	B	QuarterNorth Energy LLC ³	100.0%
South Marsh Is. 41	SM 40 JA	SM 40	RUE OCS-G 30352	JA	QuarterNorth Energy LLC ⁴	100.0%
South Marsh Is. 149	SM 132 B	SM 132	RUE OCS-G 30329	B	GOM Shelf, LLC	50.0%
Ship Shoal 79/80	SS 80 A	SS 80	RUE OCS-G 30201	A	QuarterNorth Energy LLC ⁵	100.0% ⁶

¹ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to QuarterNorth Energy LLC to be obtained pursuant to Section 17 of the PSA.

² 100% Contractual ownership by virtue of the default/bankruptcy of Knight and Rooster and non-consent to a lease saving operation by Calypso per the applicable JOA

³ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to QuarterNorth Energy LLC to be obtained pursuant to Section 17 of the PSA.

⁴ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to QuarterNorth Energy LLC to be obtained pursuant to Section 17 of the PSA.

⁵ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to QuarterNorth Energy LLC to be obtained pursuant to Section 17 of the PSA.

⁶ Calypso Exploration, LLC retains a 16.39344% working interest in PA obligations

ROW's

Field	Asset Name	Block	Lease	ROW	Operator Name	WI
Breton Sound 25	BS 25 18960	BS 25		OCS-G 29219	Arena Offshore, LP	25.0% ⁷
South Marsh Is. 41	SM 40 14292	SM 40		OCS-G 28816	QuarterNorth Energy LLC	100.0%
South Marsh Is. 41	SM 40 14293	SM 40		OCS-G 28817	QuarterNorth Energy LLC	100.0%
South Marsh Is. 41	SM 40 14294	SM 40		OCS-G 28818	QuarterNorth Energy LLC	100.0%
South Marsh Is. 41	SM 40 14295	SM 40		OCS-G 28819	QuarterNorth Energy LLC	100.0%
South Marsh Is. 149	SM 149 4647	SM 149		OCS-G 03432	GOM Shelf, LLC ⁸	50.0%
Ship Shoal 301	SS 300 11050	SS 301		OCS-G 16055	QuarterNorth Energy LLC	100.0%
Ship Shoal 79/80	SS 79 13736	SS 79		OCS-G 23712	QuarterNorth Energy LLC	100.0% ⁹
Ship Shoal 79/80	SS 79 13737	SS 79		OCS-G 23713	QuarterNorth Energy LLC	100.0% ¹⁰
Ship Shoal 79/80	SS 80 8204	SS 80		OCS-G 09330	QuarterNorth Energy LLC	100.0% ¹¹
Vermilion 229	VR 229 18891	VR 229	OCS-G 27070	OCS-G 28673	QuarterNorth Energy LLC	25.00%
Vermilion 78	VR 78 20794	VR 78		OCS-G 29576	QuarterNorth Energy LLC	100.0%

⁷ This is a contractual interest, no Assignment of Right-of-Way Interest to the Non-Operators was ever recorded with BSEE.

⁸ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to GOM Shelf LLC to be obtained pursuant to Section 17 of the PSA.

⁹ Calypso Exploration, LLC retains a 16.39344% working interest in PA obligations

¹⁰ Calypso Exploration, LLC retains a 16.39344% working interest in PA obligations

¹¹ Calypso Exploration, LLC retains a 16.39344% working interest in PA obligations

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "**Assignment**"), executed on the 20th day of September 2023, but is effective as of 12:01 a.m. (Central time) on June 1, 2023 (the "**Effective Time**"), is between **QuarterNorth Energy LLC**, a Delaware limited liability company, with offices at 3737 Buffalo Speedway, Suite 800, Houston, Texas 77098 ("**Assignor**") and **W&T Offshore, Inc.**, with offices at 5718 Westheimer Road, Suite 700, Houston, Texas 77057 ("**Assignee**"). Assignor and Assignee are sometimes individually referred to herein as a "**Party**" and collectively referred to herein as the "**Parties**."

RECITALS

As used herein, the term "**Assets**" means all of Assignor's right, title and interest in and to the following, all of which constitute Assignor's "**Shelf Business**":

- (a) the oil, gas, and mineral leases set forth on Exhibit "A" attached hereto and made a part hereof (the "**Leases**") together with all other interests in the Leases, subject to the burdens, encumbrances and other items attributable to the Leases, including overriding royalty interests, net profits interests, reversionary rights, production payments and other payments out of or measured by the value of oil and gas production from or attributable to the Leases;
- (b) any and all oil and gas wells, salt water disposal wells, injection wells, and other wells and wellbores less and except any and all wells that are not owned or previously assumed by Assignor, located on the Leases or lands pooled or unitized therewith, whether producing, plugged or unplugged, shut in, or permanently or temporarily abandoned, including, but not limited to, as set forth on Exhibit "A" attached hereto and made a part hereof (the "**Wells**");
- (c) any pooled, communitized or unitized acreage in which all or a part of any Lease is included, including all interests in any Wells on such pooled, communitized or unitized acreage, together with the rights in and to all existing and effective unitization, pooling and communitization agreements, declarations and orders to the extent they relate to or affect any of the Leases, including, but not limited to, as set forth on Exhibit "A" attached hereto and made a part hereof (the "**Units**");
- (d) all natural gas, casinghead gas, drip gasoline, natural gas liquids, condensate, products, crude oil and other hydrocarbons (including produced water and carbon dioxide), whether gaseous or liquid, produced from or attributable to the Leases, Wells, and/or Units, including line fill (the "**Production**") after the Effective Time;

- (e) all flowlines, gathering lines, transmission lines and all other pipelines (i) located on or appurtenant to the Leases, Units or Easements, including, but not limited to, as set forth on Exhibit "A" attached hereto and made a part hereof, (the "**Pipelines**");
- (f) all personal property, fixtures, improvements, and facilities, and equipment appurtenant to the Leases, Wells, Units, or Pipelines or used, or held for use, in connection with (i) the ownership or operation of the Leases, Wells, Units, or Pipelines, or (ii) the production, treatment, sale or disposal of Production including without limitation, platforms, caissons, structures, facilities, tank batteries, separation and dehydration facilities, treatment facilities, disposal facilities, injection facilities, gas processing facilities, pumps, motors, machinery, metering facilities, SCADA systems, replacement parts, equipment, and/or saltwater disposal equipment appurtenant to or associated with the Wells, Units, Pipelines, or the Leases whether or not affixed to or stored on the Leases, Wells, Units or Pipelines at an offsite or third party location, including, but not limited to, as set forth on Exhibit "A" attached hereto and made a part hereof (the "**Facilities**");
- (g) all rights-of-way, easements, servitudes, subsurface leases, subsurface use agreements, surface leases, surface use agreements, other rights of use, and, to the extent transferrable, permits and licenses appurtenant to the Leases, Wells, or Facilities, including, but not limited to, as set forth on Exhibit "A" attached hereto and made a part hereof (the "**Easements**");
- (h) to the extent still valid, subsisting and assignable or transferable, all contracts, agreements and instruments by which any of the Leases, Wells, Units, Pipelines, Production, Facilities, or Easements are bound or which otherwise relate thereto, but only such portions thereof to the sole extent attributable to the Leases, Wells, Units, Pipelines, Production, Facilities, or Easements rather than any other interests of Assignor or any of its affiliates, including product purchase and sale contracts, gas gathering contracts, salt water disposal agreements, processing agreements, transportation agreements, surface use agreements, facilities sharing agreements, compression agreements, production handling agreements, leases of platform spaces, equipment leases, farmouts and farmins, options, orders, unitization, pooling, spacing or consolidation agreements, participation agreements, joint venture agreements, areas of mutual interest, and operating agreements, including, but not limited to, as set forth on Exhibit "A" attached hereto and made a part hereof (the "**Contracts**"); and
- (i) all of Assignor's original files, records, data (including any and all proprietary or licensed raw or processed or re-processed geophysical data (including magnetic tapes, field notes, seismic lines, analyses and similar data or information), and any data licensing agreements and seismic licenses between Assignor and third parties, in each case, except to the extent that they cannot be transferred without the consent of, and/or payment to, any third party, unless Assignee obtains the applicable consent and/or makes the applicable payment), and other documentation and information relating to the Leases, Wells, Units, Pipelines, Facilities, Production, or Contracts (the "**Records**"), but Assignor shall have the right to retain a copy of the Records.

Exclusions and Reservations: Specifically excepted and reserved from this Assignment are the following, hereinafter referred to as the “**Excluded Assets.**” The Excluded Assets listed on Exhibit “B” – Excluded Assets, which is incorporated herein by reference with the same force and effect as though fully set forth herein. The Parties acknowledge that Assignor’s Excluded Assets also include any assets not listed on Exhibit “A” and not associated with Assignor’s “Shelf Business.”

CONVEYANCE

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby forever GRANT, BARGAIN, SELL, TRANSFER, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER to Assignee all of Assignor’s right, title and interest in and to the Assets to have and to hold unto Assignee, its successors and assigns, forever. TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, free and clear of adverse claims, liens, encumbrances and other defects arising by, through or under Assignor or its affiliates, subject to the terms and conditions of this Assignment.

Assignor hereby warrants Defensible Title to its interest in the Leases and Wells unto Assignee against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Assignor or any of its affiliates but not otherwise. The foregoing special warranty of Defensible Title constitutes a special warranty of title by, through, or under Assignor and its affiliates under the applicable laws of the State adjoining where such Assets are located. Assignor gives and grants to Assignee, its successors, legal representatives and assigns to the extent transferable, full power and right of substitution and subrogation in and to all covenants and warranties given by Assignor’s predecessors in interest in respect of the Assets or any part thereof. This Assignment is a conveyance of interests in real property and is not intended to be a quitclaim.

This Assignment is made pursuant to, and is subject to the terms and provisions of, that certain Purchase and Sale Agreement dated September 20, 2023, and dated effective as of the Effective Time, by and between Assignee and Assignor (as may be amended from time to time, the “PSA”). Capitalized terms used herein without definition shall have the same meanings herein as set forth in the PSA. In the event of a conflict between this Assignment and the PSA, the PSA shall control and govern in all circumstances.

Assignor represents and warrants to the Assignee, as of the date hereof, as follows:

- (1) The Leases are valid and subsisting oil and gas Leases.
- (2) To the knowledge of Assignor, Assignor is not in material breach or material default under the Leases or any Contract and, to the knowledge of Assignor, all known royalties, overriding royalties, rentals, and other payments due under the Leases or any Contract have been timely paid in full on or before the dates due thereunder or have been properly held in suspense.
- (3) All federal, state and local ad valorem, property, excise, production, sales, use, severance and similar taxes and assessments based upon or measured by Assignor’s acquisition, operation or ownership of the Assets or the Production therefrom or the receipt of proceeds therefrom (but excluding, for the avoidance of doubt, income or similar taxes and transfer taxes, “**Asset Taxes**”) that are due and owing have been duly and timely paid in full, and all Tax Returns with respect to Asset Taxes required to be filed have been duly and timely filed. No audit, litigation or other proceeding with respect to Asset Taxes has been commenced or is presently pending, and Assignor has not received written notice of any pending claim against it (which remains outstanding) from any applicable governmental authority for assessment of material Asset Taxes and, to Assignor’s knowledge, no such claim has been threatened. “**Tax Returns**” means any return, declaration, report, claim for

refund, or information return or statement relating to taxes, including any schedule or attachment thereto and any amendment thereof.

- (4) Except as set forth on Schedule 15(b)(viii) of the PSA, Assignor is not aware of any pending or outstanding actions, suits, or arbitration proceedings affecting the Assets, their environmental condition, or the ability of Assignor to assign or perform its obligations hereunder, nor, to the knowledge of Assignor, are any such actions, suits or arbitration proceedings threatened.

Assignor and Assignee each represent and warrant to the other Party that, as of the date hereof, they have the requisite power and authority to execute and deliver this Assignment to the other Party and to consummate the transactions contemplated hereby.

Assignee represents and warrants to Assignor, as of the date hereof, i) Assignee is sophisticated in the evaluation, purchase, ownership and operation of oil and gas properties and related facilities; ii) Assignee has had the opportunity to review the documents and material constituting the Records prior to the date hereof, and it has relied on its own analysis and advice of its own advisers in electing to proceed with this Agreement, and Assignor's representations and warranties in the PSA and/or this Assignment (and any certificate or instrument delivered by or on behalf of Assignor pursuant to the PSA (including the special warranty of Defensible Title provided in this Assignment)); iii) Assignee is an "accredited investor," as such term is defined in Regulation D of the Securities Act of 1933 (the "Act"), as amended, and will acquire the interests that are the subject of this Agreement for its own account and now with a view to a sale or distribution thereof in violation of the Act, as amended, and the rules and regulations thereunder; iv) Assignee has the ability, including the financial capability, to perform all of the obligations related to the Assets; v) Assignee is qualified by BSEE and BOEM to act as an operator on oil and gas leases in the U.S. Gulf of Mexico; and vi) Assignee is not aware of any reason that would preclude or inhibit the unconditional approval by the BOEM, BSEE, or any other applicable entity of this Assignment

AS PARTIAL CONSIDERATION FOR THE PARTIES ENTERING INTO THIS ASSIGNMENT, EACH PARTY CAN AND DOES HEREBY WAIVE THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, ARTICLE 17.41 ET SEQ., TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTION, THE LOUISIANA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW (LA. R.S. 51:1402, ET SEQ.), ALL RIGHTS IN REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520, ET SEQ. AND ALL OTHER CONSUMER PROTECTION LAWS OF THE STATE OF TEXAS, OR OF ANY OTHER STATE THAT MAY BE APPLICABLE TO THIS TRANSACTION, THAT MAY BE WAIVED BY SUCH PARTY. IT IS NOT THE INTENT OF EITHER PARTY TO WAIVE, AND NEITHER PARTY DOES WAIVE, ANY LAW OR PROVISION THEREOF THAT IS PROHIBITED BY LAW FROM BEING WAIVED. EACH PARTY REPRESENTS THAT IT HAS HAD AN ADEQUATE OPPORTUNITY TO REVIEW THE PRECEDING WAIVER PROVISION, INCLUDING THE OPPORTUNITY TO SUBMIT THE SAME TO LEGAL COUNSEL FOR REVIEW AND ADVICE AND AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION VOLUNTARILY CONSENTS TO THIS WAIVER, AND UNDERSTANDS THE RIGHTS BEING WAIVED HEREIN.

ASSIGNEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN SECTION 15.B OF THE PSA AND WITH RESPECT TO THE SPECIAL WARRANTY OF DEFENSIBLE TITLE SET FORTH IN THIS ASSIGNMENT, AND SUBJECT TO ASSIGNEE'S RIGHTS AND REMEDIES AS SET FORTH IN THE PSA, ASSIGNOR IS NOT MAKING AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE ASSETS, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF

THE ASSETS, THE NATURE OR EXTENT OF ANY LIABILITIES WITH RESPECT TO THE ASSETS, THE EFFECTIVENESS OR THE SUCCESS OF ANY OPERATIONS WITH RESPECT TO THE ASSETS, OR THE ACCURACY OR COMPLETENESS OF ANY DOCUMENTS, PROJECTIONS, MATERIAL OR OTHER INFORMATION (FINANCIAL OR OTHERWISE) REGARDING THE ASSETS FURNISHED TO ASSIGNEE OR ITS REPRESENTATIVES OR MADE AVAILABLE TO ASSIGNEE AND ITS REPRESENTATIVES IN ANY "DATA ROOMS," "VIRTUAL DATA ROOMS," MANAGEMENT PRESENTATIONS OR IN ANY OTHER FORM IN EXPECTATION OF, OR IN CONNECTION WITH, THE TRANSACTIONS CONTEMPLATED HEREBY, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, AND NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF ASSIGNOR HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO MAKE ANY REPRESENTATIONS, WARRANTIES OR AGREEMENTS NOT SPECIFICALLY SET FORTH IN THE PSA OR THIS ASSIGNMENT.

NO PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY AND/OR PUNITIVE DAMAGES RESULTING FROM OR ARISING OUT OF THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTIONS, HOWSOEVER THE SAME MAY BE CAUSED AND EACH PARTY DOES HEREBY WAIVE ANY RIGHTS THAT IT MAY HAVE TO SEEK ANY SUCH DAMAGES FROM THE OTHER PARTY; PROVIDED, HOWEVER, THIS WAIVER SHALL NOT APPLY TO THE EXTENT SUCH SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY AND/OR PUNITIVE DAMAGES ARE AWARDED IN A PROCEEDING BROUGHT OR ASSERTED BY A THIRD PARTY (OTHER THAN ANY BUYER INDEMNITEES OR SELLER INDEMNITEES (EACH TERM, AS DEFINED IN THE PSA)) AGAINST AN INDEMNIFIED PARTY (AS DEFINED IN THE PSA)).

The legal relations between the Parties, and all claims or causes of action (whether in tort, contract, or statute) that may be based upon, arise out of, or relate to this Assignment, or the negotiation, execution, or performance of this Assignment, is governed by the laws of the State of Texas excluding any choice of law rules that would direct application of the laws of another jurisdiction; provided, however, that no law, theory, or public policy shall be given effect which would undermine, diminish, or reduce the effectiveness of the waiver of damages provided herein, it being the express intent, understanding, and agreement of the Parties that such waiver is to be given the fullest effect, notwithstanding the negligence (whether sole, joint or concurrent), gross negligence, willful misconduct, strict liability or other legal fault of a Party; provided further, however, any matter related to title to any real property included in the Assets shall be governed by the laws of the State adjoining where such Assets are located. For any dispute that may arise under this Assignment, including any claim of breach of this Assignment, the Parties hereby consent to the exclusive venue and jurisdiction of the state and federal courts sitting in Harris County, Texas. EACH OF THE PARTIES HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY LITIGATION, ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS ASSIGNMENT.

This Assignment shall be binding upon and inure to the benefit of the Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in separate counterparts, and the executed counterparts shall together constitute one instrument and shall have the same force and effect as if each of the Parties had executed the same instrument.

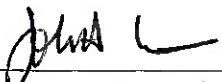
Assignor and Assignee shall execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such instruments, and shall take such other action as may be necessary or advisable to carry out their obligations under this Assignment and under any document, certificate or other instrument delivered pursuant hereto.

The provisions of Section 29 (Entire Agreement), Section 31 (Severability), Section 32 (Amendments), and Section 35 of the PSA shall apply *mutatis mutandis* to this Assignment.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Bill of Sale to be executed on the following signature page on the date of their respective acknowledgments set forth below, to be effective, however, as of the Effective Time.

WITNESS:



Name: JOAN A. SMITH

WITNESS:


Name: Will Holston

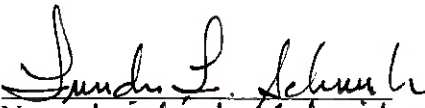
ASSIGNOR:

QUARTERNORTH ENERGY LLC

By: 
Name: Thomas R. Lamme
Title: Executive Vice President and General Counsel

ASSIGNEE:

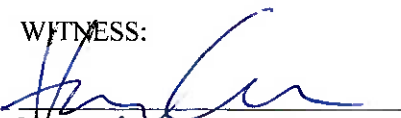
WITNESS:


Name: Linda L. Schneider

W&T OFFSHORE, INC.

By: 
Name: Jonathan C. Curth
Title: Executive Vice President and General Counsel

WITNESS:

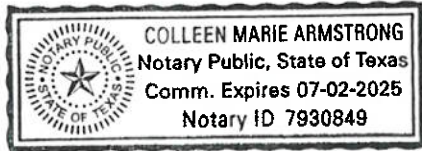

Name: Huan Gamblin

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 20 day of September 2023 by Jonathan C. Ceurth, as EVP and GC of W&T OFFSHORE, INC., on behalf of said corporation.



WITNESS my hand and official seal.

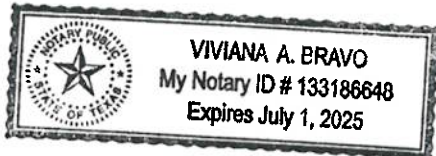
Colleen Armstrong
Notary Public, State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 20 day of September, 2023 by Thomas R. Lamme as EVP and GC for QUARTERNORTH ENERGY LLC, a Delaware limited liability company, on behalf of said company.



WITNESS my hand and official seal.

[Signature]
Notary Public, State of Texas

EXHIBIT "A"
ASSETS

TO ASSIGNMENT AND BILL OF SALE DATED SEPTEMBER 20, 2023
BY AND BETWEEN
W&T OFFSHORE, INC., AS ASSIGNEE, AND
QUARTERNORTH ENERGY LLC, AS ASSIGNOR

LEASES

WELLS

EQUIPMENT, PLATFORMS & PIPELINES

CONTRACTS

LAND

EXHIBIT "A"
ASSETS

TO ASSIGNMENT AND BILL OF SALE DATED SEPTEMBER 20, 2023
BY AND BETWEEN
W&T OFFSHORE, INC., AS ASSIGNEE, AND
QUARTERNORTH ENERGY LLC, AS ASSIGNOR

LEASES

Field	Block	Lease	Rights	Operator	WI	Lease Status
Breton Sound 25	BS 25	SL19718	WI	Arena Offshore, LP	25.00%	UNIT
Breton Sound 25	BS 25	G31442	RT	Arena Offshore, LP	25.00%	UNIT
Breton Sound 52/53	BS 45	SL15683	WI D	Southern Oil of Louisiana LLC	37.50%	UNIT
Breton Sound 52/53	BS 52	SL17675	WI	Southern Oil of Louisiana LLC	37.50%	UNIT
Breton Sound 52/53	BS 52	SL17860	WI	Southern Oil of Louisiana LLC	15.00%	UNIT
South Marsh Is. 149	SM 149	G02592	RT	GOM Shelf LLC	50.00%	PROD
South Marsh Is. 149	SM 149	G02592	OP 1	GOM Shelf LLC	50.00%	PROD
South Marsh Is. 41	SM 41	G01192	OP 1	QuarterNorth Energy LLC	100.00%	PROD
Ship Shoal 301	SS 301	G10794	RT	QuarterNorth Energy LLC	65.00%	PROD
Ship Shoal 301	SS 301	G10794	OP	QuarterNorth Energy LLC	100.00%	PROD
Ship Shoal 79/80	SS 79	G15277	RT	ANKOR Energy LLV	33.00%	PROD
Ship Shoal 79/80	SS 79	G15277	OP	QuarterNorth Energy LLC ¹	51.00% ²	PROD
Vermilion 229	VR 229	G27070	RT A	Arena Offshore, LP	50.00%	PROD
Vermilion 229	VR 229	G27070	RT B	QuarterNorth Energy LLC	50.00%	PROD
Vermilion 78	VR 78	G04421	RT	QuarterNorth Energy LLC	100.00%	PROD
Vermilion 78	VR 78	G04421	OP 1	QuarterNorth Energy LLC	81.25%	PROD

WELLS

Field	Asset Name	Lease Number	Operator	API	WI	NRI	Status
Breton Sound 25	BRETON SOUND 025 #A001	G31442	Arena Offshore, LP	177264005300	25.00%	19.381 464%	COM
Breton Sound 52/53	BRETON SOUND 052 #002 SL17860	SL17860	Southern Oil of Louisiana LLC	177262060500	15.00%	11.558 595%	COM

¹ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to QuarterNorth Energy LLC to be obtained pursuant to Section 17 of the PSA.

² 100% Contractual ownership by virtue of the default/bankruptcy of Knight and Rooster and non-consent to a lease saving operation by Calypso per the applicable JOA

Breton Sound 52/53	BRETON SOUND 053 #001 SL17675	SL17675	Southern Oil of Louisiana LLC	177262055100	37.50%	28.875 %	PROD
Breton Sound 52/53	BRETON SOUND 053 #003 SL15683	SL15683	Southern Oil of Louisiana LLC	177262053100	50.00%	28.875 %	SI
Breton Sound 52/53	BRETON SOUND 53 #UV 3-8 RA VUA	SL19051	Southern Oil of Louisiana LLC	177262058300	0.00%	0.2491 18%	SI
Ship Shoal 79/80	SHIP SHOAL 079 #A002	G15277	QuarterNorth Energy LLC ³	177114134300	100.00% ⁴	75.988 34%	COM
Ship Shoal 301	SHIP SHOAL 301 #A001	G10794	QuarterNorth Energy LLC	177124044301	100.0%	79.333 3%	COM
Ship Shoal 301	SHIP SHOAL 301 #A002	G10794	QuarterNorth Energy LLC	177124053200	100.0%	79.333 3%	COM
Ship Shoal 301	SHIP SHOAL 301 #A004	G10794	QuarterNorth Energy LLC	177124063100	100.0%	79.333 3%	COM
Ship Shoal 301	SHIP SHOAL 301 #A005	G10794	QuarterNorth Energy LLC	177124068500	100.0%	79.333 3%	COM
South Marsh Is. 41	SOUTH MARSH IS 040 #B005	G13607	QuarterNorth Energy LLC ⁵	177074085700	100.0%	79.333 3%	COM
South Marsh Is. 41	SOUTH MARSH IS 041 #016	G01192	QuarterNorth Energy LLC ⁶	177074091800	100.0%	79.333 3%	TA
South Marsh Is. 41	SOUTH MARSH IS 041 #B002	G01192	QuarterNorth Energy LLC ⁷	177074084901	100.0%	79.333 3%	TA
South Marsh Is. 41	SOUTH MARSH IS 041 #B003	G01192	QuarterNorth Energy LLC ⁸	177074085300	100.0%	79.333 3%	COM
South Marsh Is. 41	SOUTH MARSH IS 041 #B004	G01192	QuarterNorth Energy LLC ⁹	177074085400	100.0%	79.333 3%	COM
South Marsh Is. 41	SOUTH MARSH IS 041 #B006	G01192	QuarterNorth Energy LLC ¹⁰	177074087600	100.0%	79.333 3%	COM
South Marsh Is. 149	SOUTH MARSH IS 149 #C001 ST1	G02592	GOM Shelf LLC	177084088901	50.0%	40.791 667%	COM
South Marsh Is. 149	SOUTH MARSH IS 149 #C002	G02592	GOM Shelf LLC	177084089100	50.0%	40.791 667%	COM
South Marsh Is. 149	SOUTH MARSH IS 149 #C004	G02592	GOM Shelf LLC	177084090300	50.0%	40.791 667%	COM
South Marsh Is. 149	SOUTH MARSH IS 149 #C005	G02592	GOM Shelf LLC	177084090400	50.0%	40.791 667%	TA
Vermilion 78	VERMILION 078 #A001	G04421	QuarterNorth Energy LLC	177054077800	100.0%	83.333 333%	TA

³ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to QuarterNorth Energy LLC to be obtained pursuant to Section 17 of the PSA.

⁴ Calypso Exploration, LLC retains a 16.39344% working interest in PA obligations

⁵ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to QuarterNorth Energy LLC to be obtained pursuant to Section 17 of the PSA.

⁶ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to QuarterNorth Energy LLC to be obtained pursuant to Section 17 of the PSA.

⁷ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to QuarterNorth Energy LLC to be obtained pursuant to Section 17 of the PSA.

⁸ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to QuarterNorth Energy LLC to be obtained pursuant to Section 17 of the PSA.

⁹ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to QuarterNorth Energy LLC to be obtained pursuant to Section 17 of the PSA.

¹⁰ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to QuarterNorth Energy LLC to be obtained pursuant to Section 17 of the PSA.

Vermilion 78	VERMILION 078 #A002 ST2	G04421	QuarterNorth Energy LLC	177054047903	100.0%	83.333 333%	COM
Vermilion 78	VERMILION 078 #A003 ST2	G04421	QuarterNorth Energy LLC	177054102402	100.0%	83.333 333%	COM
Vermilion 229	VERMILION 229 #A001	G27070	QuarterNorth Energy LLC	177054127100	50.00 ¹¹	42.666 667	COM

PLATFORMS & PIPELINES

Platforms

Field	Asset Name	Block	Lease	ID	Operator Name	WI
Breton Sound 25	BS 25 A	BS 25	OCS-G 31442	A	Arena Offshore, LP	25.0%
Breton Sound 52/53	BS 052 P/F A	BS 052	LA 17860	A	Southern Oil of Louisiana LLC	50.0%
Breton Sound 52/53	BS 053 P/F CF	BS 053	LA 17860	CF	Southern Oil of Louisiana LLC	50.0%
South Marsh Is. 41	SM 40 B	SM 40	RUE OCS-G 30342	B	QuarterNorth Energy LLC ¹²	100.0%
South Marsh Is. 41	SM 40 JA	SM 40	RUE OCS-G 30352	JA	QuarterNorth Energy LLC ¹³	100.0%
South Marsh Is. 149	SM 149 C	SM 149	OCS-G 2592	C	GOM Shelf, LLC	50.0%
South Marsh Is. 149	SM 132 B	SM 132	RUE OCS-G 30329	B	GOM Shelf, LLC	50.0%
Ship Shoal 301	SS 301 A	SS 301	OCS-G 10794	A	QuarterNorth Energy LLC	100.0%
Ship Shoal 79/80	SS 79 A	SS 79	OCS-G 15277	A	QuarterNorth Energy LLC ¹⁴	100.0% ¹⁵
Ship Shoal 79/80	SS 80 A	SS 80	RUE OCS-G 30201	A	QuarterNorth Energy LLC ¹⁶	100.0% ¹⁷
Vermilion 229	VR 229 A	VR 229	OCS-G 27070	A	QuarterNorth Energy LLC	50.00%
Vermilion 78	VR 78 A	VR 78	OCS-G 4421	A	QuarterNorth Energy LLC	100.0%

¹¹ Upon closing, and subject to the Effective Time (as defined in the PSA), Greyhound will have been considered a non-consent party to the recently commenced post Effective Time recompletion and per Article 12 of the governing JOA (Non-Consent Operations) the well only will be owned 100% W&T BPO and 50% W&T APO

¹² BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to QuarterNorth Energy LLC to be obtained pursuant to Section 17 of the PSA.

¹³ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to QuarterNorth Energy LLC to be obtained pursuant to Section 17 of the PSA.

¹⁴ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to QuarterNorth Energy LLC to be obtained pursuant to Section 17 of the PSA.

¹⁵ Calypso Exploration, LLC retains a 16.39344% working interest in PA obligations

¹⁶ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to QuarterNorth Energy LLC to be obtained pursuant to Section 17 of the PSA.

¹⁷ Calypso Exploration, LLC retains a 16.39344% working interest in PA obligations

Pipelines

Field	Asset Name	Block	Lease	ROW	Operator Name	WI
Breton Sound 25	BS 25 19080	BS 25	OCS-G 31442	LEASE TERM	Arena Offshore, LP	25.0%
Breton Sound 25	BS 25 18960	BS 25		OCS-G 29219	Arena Offshore, LP	25.0% ¹⁸
Breton Sound 52/53	BS 052 SL15683 #3	BS 052	SL15683 – CUP No. P20010888	LEASE TERM	Southern Oil of Louisiana LLC	50.0%
Breton Sound 52/53	BS 052 SL17675 #1	BS 052	SL17675 – CUP No. P20030882	LEASE TERM	Southern Oil of Louisiana LLC	37.5%
Breton Sound 52/53	BS 052 SL 17860 #2	BS 052	SL17860 – CUP No. P20140747	LEASE TERM	Southern Oil of Louisiana LLC	15.0%
South Marsh Is. 41	SM 40 14292	SM 40		OCS-G 28816	QuarterNorth Energy LLC	100.0%
South Marsh Is. 41	SM 40 14293	SM 40		OCS-G 28817	QuarterNorth Energy LLC	100.0%
South Marsh Is. 41	SM 40 14294	SM 40		OCS-G 28818	QuarterNorth Energy LLC	100.0%
South Marsh Is. 41	SM 40 14295	SM 40		OCS-G 28819	QuarterNorth Energy LLC	100.0%
South Marsh Is. 149	SM 149 13499	SM 149	OCS-G 2592	LEASE TERM	GOM Shelf LLC ¹⁹	50.0%
South Marsh Is. 149	SM 149 4647	SM 149		OCS-G 03432	GOM Shelf, LLC ²⁰	50.0%
South Marsh Is. 149	SM 149 13505	SM 149	OCS-G 2592	LEASE TERM	GOM Shelf LLC ²¹	50.0%
Ship Shoal 301	SS 300 11050	SS 301		OCS-G 16055	QuarterNorth Energy LLC	100.0%
Ship Shoal 79/80	SS 79 13736	SS 79		OCS-G 23712	QuarterNorth Energy LLC	100.0% ²²
Ship Shoal 79/80	SS 79 13737	SS 79		OCS-G 23713	QuarterNorth Energy LLC	100.0% ²³

¹⁸ This is a contractual interest, no Assignment of Right-of-Way Interest to the Non-Operators was ever recorded with BSEE.

¹⁹ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to GOM Shelf LLC to be obtained pursuant to Section 17 of the PSA.

²⁰ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to GOM Shelf LLC to be obtained pursuant to Section 17 of the PSA.

²¹ BOEM recognition of transfer of title and/or operatorship from Fieldwood Energy Offshore LLC to GOM Shelf LLC to be obtained pursuant to Section 17 of the PSA.

²² Calypso Exploration, LLC retains a 16.39344% working interest in PA obligations

²³ Calypso Exploration, LLC retains a 16.39344% working interest in PA obligations

Ship Shoal 79/80	SS 80 8204	SS 80		OCS-G 09330	QuarterNorth Energy LLC	100.0% ²⁴
Vermilion 229	VR 229 17828	VR 229	OCS-G 27070	LEASE TERM	QuarterNorth Energy LLC	50.00%
Vermilion 229	VR 229 18891	VR 229	OCS-G 27070	OCS-G 28673	Cox Oil Offshore, L.L.C.	25.00%
Vermilion 78	VR 78 20794	VR 78		OCS-G 29576	QuarterNorth Energy LLC	100.0%

UNITS

<u>Unit Name</u>	<u>Unit Number</u>	<u>Unit Leases</u>	<u>Royalty</u>	<u>Tract Participation (acres)</u>	<u>Tract %</u>	<u>Owners WI/NRI</u>
<u>Breton Sound 25 - Cris I Sand, RA Unit</u>	754314001	<u>OCS-G 31442</u>	<u>16.67%</u>	<u>221.45 Gas acre feet:7051</u>	<u>84.86000%</u>	<u>Arena Energy, LLC - 48%/39.61106%</u> <u>Arena Offshore, LP - 2%/1.65046%</u> <u>QuarterNorth Energy LLC - 25%/20.63146%</u> <u>Walter Oil & Gas Corporation - 25%/20.63146%</u>
		<u>SL 19718</u>	<u>22%</u>	<u>153.55 Gas acre feet:1258</u>	<u>15.14000%</u>	<u>Breton Sound Holdings, LLC - 50%/41.261519%</u> <u>QuarterNorth Energy LLC - 25%/20.63146%</u> <u>Walter Oil & Gas Corporation - 25%/20.63146%</u>
<u>UV B RA Voluntary Unit eff. August 14, 2003</u>	<u>Unit Well: UV B RA VUA; SL 17675 No. 1</u>	<u>SL17942</u>	<u>23%</u>	<u>49.96</u>	<u>4.48869%</u>	<u>Southern Oil of Louisiana 62.5%/48.125%</u> <u>Fieldwood Energy Offshore LLC²⁵ 37.5%/28.875%</u>
		<u>SL15683 (Portion 1D "D")</u> <u>*burdened by 2% ORRI to Benu (ATP)</u>	<u>21%</u>	<u>46.82</u>	<u>4.20657%</u>	<u>Southern Oil of Louisiana 62.5%/48.125%</u> <u>QuarterNorth Energy LLC 37.5%/28.875%</u>
		<u>SL17674</u>	<u>23%</u>	<u>50.57</u>	<u>4.54349%</u>	<u>Southern Oil of Louisiana 62.5%/48.125%</u> <u>Fieldwood Energy Offshore LLC²⁶ 37.5%/28.875%</u>

²⁴ Calypso Exploration, LLC retains a 16.39344% working interest in PA obligations

²⁵ For the sake of clarity, QNE does not own this Fieldwood Energy Offshore LLC interest and it is therefore not being conveyed to W&T herein.

²⁶ For the sake of clarity, QNE does not own this Fieldwood Energy Offshore LLC interest and it is therefore not being conveyed to W&T herein.

<u>Voluntary Unit C eff. July 12, 2006</u>	<u>Resolution of the State Mineral Board Docket Item No. 06-59</u>	<u>SL17675</u>	<u>23%</u>	<u>207.26</u>	<u>18.62141%</u>	<u>Southern Oil of Louisiana 62.5%/48.125%</u> <u>QuarterNorth Energy LLC 37.5%/28.875%</u>
		<u>SL12806</u> <u>*burdened by 1% ORRI to Paul Horvath</u>	<u>22%</u>	<u>758.41</u>	<u>68.13984%</u>	<u>Southern Oil of Louisiana 62.5%/48.125%</u> <u>Fieldwood Energy Offshore LLC²⁷ 37.5%/28.875%</u>
		<u>SL17861</u>	<u>21%</u>	<u>337.22</u>	<u>46.52530%</u>	<u>Energy Resource Technology GOM, LLC 38.75%/30.6125%</u> <u>CL&F Resources LP 21.25%/16.5375%</u> <u>Southern Oil of Louisiana 25%/15.75%</u> <u>Fieldwood Energy Offshore LLC 28.15%/11.85%</u>
		<u>SL17860</u>	<u>21%</u>	<u>387.59</u>	<u>53.47470%</u>	<u>Energy Resource Technology GOM, LLC 38.75%/30.6125%</u> <u>CL&F Resources LP 21.25%/16.5375%</u> <u>Southern Oil of Louisiana 25%/15.75%</u> <u>QuarterNorth Energy LLC 15%/11.85%</u>

CONTRACTS

Field	Effective Date	Contract Type	Contract Description	Associated Leases
Multiple	8/27/2021	PSA	Credit Bid Purchase and Sale Agreement dated August 27, 2021 by and between Fieldwood Energy LLC et al as sellers and QuarterNorth Energy LLC as Buyer²⁹	Multiple
Multiple	8/27/2021	Assignment	Bill of Sale, Assignment and Assumption Agreement for ("Other Assets") b/b Fieldwood et al as "Assignors" and QuarterNorth Energy LLC as "Assignee"	Multiple

²⁷ For the sake of clarity, QNE does not own this Fieldwood Energy Offshore LLC interest and it is therefore not being conveyed to W&T herein.

²⁸ For the sake of clarity, QNE does not own this Fieldwood Energy Offshore LLC interest and it is therefore not being conveyed to W&T herein.

²⁹ Limited to the rights granted under rights under Section 10.14 (Rights of Use) [SM 132 RUE GOM Shelf related rights].

Multiple	8/27/2021	Assignment	Bill of Sale, Assignment and Assumption Agreement for ("Co-Owned Assets") b/b Fieldwood et al as "Assignors" and QuarterNorth Energy LLC as "Assignee"	Multiple
Breton Sound 25	3/1/2009	Property Participation & Exchange Agreements	Participation Agreement by and between LLOG Exploration Offshore, Inc.; LLOG Exploration Company, L.L.C. and XTO Offshore Inc. :	BS 25 Lease 19718, BS 25 Lease G31442
Breton Sound 25	3/1/2009	Operating Agreement - Other	Operating Agreement	BS 25 Lease 19718, BS 25 Lease G31442
Breton Sound 25	8/13/2012	Property Participation & Exchange Agreements	Participation Agreement by and between Tana Exploration Company LLC and Dynamic Offshore Resources, LLC : BS 25 Federal and State	BS 25 Lease 19718, BS 25 Lease G31442
Breton Sound 25	8/21/2012	Termination / Ratification and Joinder of Operating or Other Agreements	Ratification and Joinder of Offshore Operating Agreement by and between Tana Exploration Company LLC and LLOG Exploration Offshore, L.L.C.; LLOG Exploration Company, L.L.C.; Walter Oil & Gas Corporation; Dynamic Offshore Resources, LLC : Of JOA covering federal and state lease dated 03/01/2009	BS 25 Lease 19718, BS 25 Lease G31442
Breton Sound 25	8/21/2012	Operating Agreement - Other	Amendment No. 1 to Offshore Operating Agreement by and between Tana Exploration Company LLC and Walter Oil & Gas Corporation; LLOG Exploration Offshore, L.L.C.; LLOG Exploration Company, L.L.C.; LLOG Bluewater Holdings, L.L.C.; Dynamic Offshore Resources, LLC : Amend JOA 03/01/2009	BS 25 Lease 19718, BS 25 Lease G31442
Breton Sound 25	6/3/2013	Other Misc.	BS No. 1 Well Recommendation Discontinue Drilling by and between Tana Exploration Company LLC and Dynamic Offshore Resources, LLC; Walter Oil & Gas Corporation : Tana drilled well No. 1 federal Lease G31442	BS 25 Lease G31442
Breton Sound 25	6/6/2013	Elections	BS No. 1 Well Election Completion Letter by and between Tana Exploration Company LLC and Dynamic Offshore Resources, LLC; Walter Oil & Gas Corporation : Tana drilled well No. 1 federal Lease G31442	BS 25 Lease G31442

Breton Sound 25	6/12/2013	Other Lease / Rental Agreement	Lease Extension and Amendment State Lease No. 19718 by and between State Mineral Board and Dynamic Offshore Resources, LLC; LLOG Bluewater Holdings, L.L.C.; LLOG Exploration Company, L.L.C.	BS 25 Lease 19718
Breton Sound 25	8/26/2013	Proposal	Proposal to Change Insurance Provision of Exhibit "B" of OA	BS 25 Lease 19718, BS 25 Lease G31442
Breton Sound 25	10/9/2013	Unit Agreement and/or Unit Operating Agreement	Unit Agreement by and between LLOG Bluewater Holdings, L.L.C.; LLOG Exploration Offshore, L.L.C.; Sandridge Energy Offshore, LLC and Sandridge Energy Offshore, LLC; LLOG Bluewater Holdings, L.L.C.; LLOG Exploration Company, L.L.C.; LA State Mineral Board : Federal/State Unit	BS 25 Lease 19718, BS 25 Lease G31442
Breton Sound 25	3/1/2014	PHA	PHA b/b Tana et al = BS 25a to MP 30A	BS 25 Lease 19718, BS 25 Lease G31442
Breton Sound 25	12/7/2017	Termination / Ratification and Joinder of Operating or Other Agreements	Termination of Ratification and Joinder of Operating Agreement by and between Tana Exploration Company LLC and Fieldwood Energy LLC : Tax Partnership election	BS 25 Lease 19718, BS 25 Lease G31442
Breton Sound 25	8/1/2011	Assignment	Assignment and Bill of Sale b/b XTO and Dynamic	multiple
Breton Sound 52/53	1/15/2001	Operating Agreement	Operating Agreement b/b LLOG and Century - TEX W RA SUA	BS 44 Lease 3770, BS 45 Lease 15683
Breton Sound 52/53	1/15/2001	Letter Agreement	Letter Agmt. Century & LLOG (referenced in O/A dtd 1/15/2001 see exhibit A to O/A)	BS 44 Lease 3770, BS 45 Lease 15683

Breton Sound 52/53	3/27/2003	Operating Agreement	Operating Agreement b/b LLOG and Century - UV B RA Voluntary Unit	BS 45 Lease 15683, BS 52/53 Lease 17675
Breton Sound 52/53	5/20/2003	Unit Agreement	Order No. 1245-B Unit Textularia W Zone Reservoir A BS 53 Field by and between LLOG Exploration Company, L.L.C. and Office of Conservation State of LA - TEX W RA SUA Unit Agreement	BS Lease 15683
Breton Sound 52/53	8/14/2003	Unit Agreement	UV B RA Voluntary Unit Agreement	BS 45 Lease 15683, BS 52/53 Lease 17675
Breton Sound 52/53	7/12/2006	Unit Agreement	BS 53 Field Voluntary Unit C by and between Century Exploration New Orleans, Inc. and LA State Mineral Board - Virgo Deep	BS Lease 17860, BS Lease 17861
Breton Sound 52/53	4/1/2014	Operating Agreement	Virgo Deep (Voluntary Unit C) OA Operator ERT GOM, LLC by and between Century Exploration New Orleans LLC, CL&F Resources LP, Sandridge Energy Offshore, LLC and Energy Resource Technology GOM, LLC	BS Lease 17860, BS Lease 16737, BS Lease 12806
Breton Sound 52/53	11/1/2010	Farmout Agreement	b/b XTO as "Farmor and Century Exploration New Orleans as "Farmee"	SL 19051#1
Breton Sound 52/53	10/13/2016	Lease	Partial Release of SL 12806	SL 12806
Ship Shoal 301	2/1/1994	Joint Operating Agreement	Operating Agreement eff. 2/1/94	SS 301 Lease G10794
Ship Shoal 301	6/13/1996	PHA	PHA eff. 6/13/1996 – SS 301 to 300	SS 301 Lease G10794
Ship Shoal 301	5/19/2003	Confidentiality Agreements / AMI and Related Consents	Participation/Area of Mutual Interest Agreement by and between FIELDWOOD ENERGY OFFSHORE LLC(SUCCESSOR TO GRYPHON EXPLORATION COMPANY) AND APACHE CORPORATION (SUCCESSOR TO SPINNAKER EXPLORATION COMPANY, L.L.C.)	SS 301 Lease G10794
Ship Shoal 301	5/19/2003	Joint Operating Agreement	Operating Agreement eff. 5/19/03	SS 301 Lease G10794
Ship Shoal 301	9/15/2003	ORRI	Assignment of Overriding Royalty Interest from Gryphon Exploration Company to Beacon Exploration and Production, LLC; 2% in SS 301 OCS-G 10794	SS 301 Lease G10794
Ship Shoal 301	9/15/2003	ORRI	Assignment of Overriding Royalty Interest from Gryphon Exploration Company to Cabot Oil & Gas Corporation; 2% in SS 301 OCS-G 10794	SS 301 Lease G10794

Ship Shoal 301	11/15/2007	ORRI	Assignment of ORRI by Beacon Exploration and Production, LLC of its 2% interest to Beacon Exploration, LLC (66.667%) and JBL & Associates, Inc. (33.333%)	SS 301 Lease G10794
Ship Shoal 301	10/25/2011	Assignment	Assignment and Bill of Sale b/b Apache Shelf Inc. "Assignor" and Dynamic Offshore Resources LLC "Assignee" wherein Apache reserved ORRI	SS 301 Lease G10794
Ship Shoal 79/80	6/14/2000	Farmout Agreement	Farmout Agreement by and between EOG Resources, Inc. and PetroQuest Energy One, L.L.C. : EOG farm out SS 79 to PetroQuest, PetroQuest then enters Exploration and Development Agreement with Challenge Minerals	SS 79 Lease G15277
Ship Shoal 79/80	7/15/2000	Joint Operating Agreement	Operating Agreement eff. 7-15-00 b/b Petroquest Energy One, L.L.C and LLOG Exploration and Production Company	SS 79 Lease G15277
Ship Shoal 79/80	7/15/2000	Property Participation & Exchange Agreements	Participation Agreement by and between PetroQuest Energy One, L.L.C. and LLOG Exploration & Production Company	SS 79 Lease G15277
Ship Shoal 79/80	1/12/2001	Property Participation & Exchange Agreements	Participation Agreement by and between PetroQuest Energy One, L.L.C. and Challenge Minerals Inc; Stephens Production Company, LLC : Exploration and Development of contract area including SS 79	SS 79 Lease G15277
Ship Shoal 79/80	1/12/2001	Joint Operating Agreement	Joinder and Ratification Agreement by and between PetroQuest Energy One, L.L.C. and LLOG Exploration & Production Company; Challenger Minerals Inc.; GMT, Inc.; Stephens Production Company, L.L.C. : Joinder and Ratification to 07/15/2000 JOA	SS 79 Lease G15277
Ship Shoal 79/80	11/1/2006	Farmout Agreement	Farmout Agreement by and between EOG Resources, Inc. and : EOG farm out SS 79 to Seneca Resources Corporation	SS 79 Lease G15277
Ship Shoal 79/80	11/1/2006	Operating Agreement	Attached to 11/1/2006 Farmout Agreement	SS 79 Lease G15277
Ship Shoal 79/80	11/4/2014	Farmout Proposal	Farmout Proposal by and between Fieldwood Energy Offshore LLC and ANKOR Energy LLC; STX Energy E&P Offshore Management, LLC; SCL Resources, LLC : Proposal Letter from Fieldwood	SS 79 Lease G15277

Ship Shoal 79/80	10/1/2016	Assignment of Oil & Gas Leasehold Interest(s)	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC:	GI 94 Lease G02163, SS 79 Lease G15277, VR 332 Lease G09514, WD 34 Lease G03414
Ship Shoal 79/80	12/20/2016	Preferential Rights Agreement	Preferential Right to Purchase Election Letter by and between Fieldwood Energy Offshore LLC and ANKOR E&P Holdings Corporation : ANKOR Waiver of Pref per GCER to Fieldwood Transaction	SS 79 Lease G15277
Ship Shoal 79/80	5/30/2017	Other Notices	Notice of Default by and between Fieldwood Energy Offshore LLC and Rooster Oil & Gas, LLC : Notice Default per 87 of JOA dated 07/15/2000 nonpayment JIBS	SS 79 Lease G15277
Ship Shoal 79/80	6/1/2017	Other Notices	Notice of Default by and between Fieldwood Energy Offshore LLC and Knight Resources, LLC : Notice Default per 87 of JOA dated 07/15/2000 nonpayment JIBS	SS 79 Lease G15277
Ship Shoal 79/80	8/1/2017	Assignment of Oil & Gas Leasehold Interest(s)	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:	SS 79 Lease G15277
Ship Shoal 79/80	10/11/2017	Preferential Rights Agreement	Preferential Right to Purchase Election Letter by and between Fieldwood Energy Offshore LLC and ANKOR E&P Holdings Corporation : ANKOR Waiver of Pref per SCL to Fieldwood Transaction	SS 79 Lease G15277
Ship Shoal 79/80	5/29/2019	Other Misc.	Non Consent by Calypso AFE FW194028 by and between Calypso Exploration LLC and Fieldwood Energy LLC : Per 12.6 of JOA A-2 non consented Calypso assigned interest; still responsible for obligations prior to election	SS 79 Lease G15277
Ship Shoal 79/80	8/1/2006	ORRI	Assignment of Overriding Royalty Interest b/b GMT Exploration Company Texas, LLC "Assignor" and Rooster Oil & Gas, LLC "Assignee" for 1% proportionately reduced by Assignor's 10% ownership or .001	SS 79 Lease G15277
Ship Shoal 79/80	6/15/2000	ORRI	Assignment of Overriding Royalty Interest b/b PetroQuest Energy, L.L.C. "Assignor" and Michael A. Scherrer ("Assignee"); 1% of SS 79 OCS-G 15277	SS 79 Lease G15277

Ship Shoal 79/80	6/15/2000	ORRI	Assignment of Overriding Royalty Interest b/b PetroQuest Energy, L.L.C. "Assignor" and Victor J. Luszc ("Assignee"); 1% of SS 79 OCS-G 15277	SS 79 Lease G15277
Ship Shoal 79/80	6/15/2000	ORRI	Assignment of Overriding Royalty Interest b/b PetroQuest Energy, L.L.C. "Assignor" and Donald V. Crider ("Assignee"); 1% of SS 79 OCS-G 15277	SS 79 Lease G15277
Ship Shoal 79/80	8/1/2006	Assignment of Oil & Gas Leasehold Interest(s)	Assignment of Operating Rights b/b PetroQuest as Assignor and Rooster as Assignee	SS 79 Lease G15277
South Marsh Is. 149	10/1/2001	Operating Agreement - Other	Joint Operating Agreement, dated effective October 1, 2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 149	SM 149 Lease G02592
South Marsh Is. 149	10/30/2006	Farmout Agreement	Farmout Agreement, dated effective October 30, 2006, between Chevron U.S.A. Inc., as Farmor, and Mariner Energy Resources, Inc., as farmee, covering S/2 of SM 149 (OCS-G 2592) and S/2 of SM 150 (005-016325) and limited to depths from the surface to the stratigraphic equivalent of 100' below the deepest depth drilled in the #1 Well as proposed.; Farmor reserves 4.16% ORRI under article 5.01	SM 149 Lease G02592, SM 150 Lease G16325
South Marsh Is. 149	9/30/1993	ORRI	Assignment of Overriding Royalty Interest by WHK, Inc. "Assignor" and Clay J. Calhoun as "Assignee" for 1.75%	SM 149 Lease G02592
South Marsh Is. 41	1/13/2003	Farmout Agreement	Farmout Agreement between Apache Corporation & Hunt Petroleum (AEC), Inc.	SM 40 Lease G13607
South Marsh Is. 41	2/24/2003	Operating Agreement - Other	PA and Joint Operating Agreement dated 2/24/03 between Hunt Petroleum (AEC), Inc. and LLOG Exploration Offshore, Inc	SM 0040 Lease G13607, SM 0041 Lease G01192
South Marsh Is. 41	6/1/2003	Joint Area Agreements	Hunt Petroleum, Devon Energy, LLOG Exploration, as ratified by Apache Corp with letter dated 06-30-2003	SM 40 Lease G13607, SM 41 Lease G01192

South Marsh Is. 41	6/1/2003	Joint Area Agreements	Hunt Petroleum, LLOG Exploration, ratification with Apache Corp - letter dated 06-30-2003 - Letter, as amended 7/1/05	SM 40 Lease G13607, SM 41 Lease G01192
South Marsh Is. 41	6/1/2003	Operating Agreement - Other	Operating Agreement SM 40 W/2 and SM 41 E/2 by and between Hunt Petroleum, LLOG Exploration, Inc and Devon Energy Production Company attached to the Joint Area Agreement	SM 40 Lease G13607, SM 41 Lease G01192
South Marsh Is. 41	6/30/2003	Farmout Agreement	Amendment to Farmout Agreement dated 01-13-2003 Ratification of Joint Area Agreement dated 06-01-2003 SM 40 and SM 41 Between Apache Corporation, Hunt Petroleum AEC Inc and LLOG Exploration Offshore Inc.	SM 40 Lease G13607, SM 41 Lease G01192
South Marsh Is. 41	9/1/2004	PHA	PHA by and between Hunt Petroleum and Devon Energy Production for SM 41 production handled at the SM 40 JA platform	SM 40 Lease G13607, SM 41 Lease G01192
South Marsh Is. 41	1/1/2010	Assignment	Assignment and Bill of Sale b/b Nippon as "Assignor" and XTO and HHE as "Assignees"	SM 40 Lease G13607, SM 41 Lease G01192
South Marsh Is. 41	1/1/2005	ORRI	Assignment of Overriding Royalty Interest by Devon Energy Production Company, L.P. "Assignor" and Nippon Oil Exploration U.S.A. Limited "Assignee"; 4% in SM 40 OCS-G 13607 W/2 from 0-11,500' TVD and SM 41 OCS-G 01192 E/2 0-11,500' TVD	SM 40 Lease G13607, SM 41 Lease G01192
Vermilion 229	8/15/2008	Joint Operating Agreement	Operating Agreement effective August 15, 2008 b/b Hunt and Hall-Houston governing E/2, E/2W/2 of VR 229	VR 229 Lease G27070
Vermilion 229	8/8/2008	Joint Operating Agreement	Joint Operating Agreement effective 8-8-2008 b/b Tana and Hunt governing All of VR 228 and the W/2W/W of VR 229	VR 229 Lease G27070
Vermilion 229	6/19/2023	Notice of Default	Notice of Default Letter sent by QNE to Greyhound	VR 229 Lease G27070
Vermilion 229	7/21/2023	Default	Email sent by QNE to Greyhound confirming Default Status after failure to remedy	VR 229 Lease G27070
Vermilion 229	8/4/2008	Letter of Intent	b/b Hunt and Hall-Houston – Participation Proposal for the drilling of the ITW in E2 E2W2 of VR 229; Hunt reserved ORRI	VR 229 Lease G27070

Vermilion 78	11/11/1980	Joint Operating Agreement	JOINT OPERATING AGREEMENT DATED NOVEMBER 11, 1980, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, AS OPERATOR, AND CNG PRODUCING COMPANY AND HUNT OIL COMPANY, AS NON-OPERATORS, COVERING VERMILION AREA, BLOCK 78, OCS-G 4421, OFFSHORE LOUISIANA.	VR 78 Lease G04421
Breton Sound 52/53	1/1/2017	Land	Non-Op PHA - BS 51-SL 17675-Well 1	SL17675
Breton Sound 52/53	3/1/2017	Land	Non-Op PHA - BS 51-SL 17660-Well 2	SL17860
Breton Sound 52/53	1/8/2019	Marketing	Gas Processing Agreement Pascagoula	Multiple ³⁰
South Marsh Is. 149	8/1/2009	Marketing	Neptune Gas Processing Agreement	SM 149 Lease G02592 ³⁰
South Marsh Is. 149	11/8/2012	Marketing	Neptune Gas Processing Agreement Amended 11/8/2012	SM 149 Lease G02592 ³⁰
South Marsh Is. 41	3/16/2004	Marketing	Gas Processing Agreement - Sea Robin Gas Processing Plant b/b Hunt as producer and Amerada Hess Corporation as plant owner, as amended	SM 40 Lease G13607, SM 41 Lease G01192 ³⁰
South Marsh Is. 41	1/1/2022	Marketing	ITS K3412 b/b QuarterNorth and Sea Robin Pipeline Company, as amended	SM 40 Lease G13607, SM 41 Lease G01192 ³⁰
South Marsh Is. 41	1/1/2022	Marketing	Discount Letter relating to ITS No. 3412 b/b Sea Robin Pipeline Company and QuarterNorth Energy LLC	SM 40 Lease G13607, SM 41 Lease G01192 ³⁰
South Marsh Is. 41	1/1/2022	Marketing	ITS K3414 b/b QuarterNorth Energy LLC and Sea Robin Pipeline Company	SM 40 Lease G13607, SM 41 Lease G01192 ³⁰
Vermilion 229	10/1/2011	Marketing	Liquid Transportation, Separation & Dehydration Agreement b/b Tennessee Gas Pipeline Company, L.L.C. and Dynamic Offshore Resources, L.L.C.	VR 229 Lease G27070
Vermilion 229	3/28/2013	Marketing	Interconnect Agreement (Receipt) No. 5140 by and between Tennessee Gas Pipeline Company, L.L.C. and Dynamic Offshore Resources, LLC	VR 229 Lease G27070
Vermilion 229	6/28/2012	Marketing	Chevron/Dynamic et al Vermilion Gas Pipeline Ownership and Operating Agreement	VR 229 Lease G27070
Vermilion 78	5/10/2022	Marketing	Condensate Transportation, Separation and Dehydration Agreement - Blue Water System Cocodrie & Pecan Island Plants	VR 78 Lease G04421

³⁰ Partial assignment to the extent applicable to the Assets.

Vermilion 78	4/29/2022	Marketing	Discount Agreement and Life of Lease Dedication for service on Kinetica Energy Express LLC	VR 78 Lease G04421
Vermilion 78	4/6/2021	Marketing	Facilities Agreement - Offshore Connection Agmt. No. KEEFA0386BA by and between Kinetica Energy Express, LLC and Fieldwood Energy LLC	VR 78 Lease G04421

EXHIBIT "B"
EXCLUDED ASSETS

TO ASSIGNMENT AND BILL OF SALE DATED SEPTEMBER 20, 2023
BY AND BETWEEN
W&T OFFSHORE, INC., AS ASSIGNEE, AND
QUARTERNORTH ENERGY LLC, AS ASSIGNOR

EXCLUDED ASSETS

1. DESCRIPTION OF ANY EXCLUDED ASSETS

- a. All of Assignor's intellectual property, rights, patents, trade secrets, copyrights, names, marks and logos, except as may otherwise have been expressly granted herein.
- b. All third party owned information technology equipment.
- c. All third party owned rental equipment.
- d. All of Assignor's proprietary software.
- e. All Retained P&A Obligations.
- f. All of Assignor's rights, interests, liabilities, and obligations, if any, that arise out of any gas imbalances (including but not limited to, as of the Effective Time, gas pipeline imbalances, gas processing plant imbalances, and imbalances governed by Operating Agreements, Unit Operating Agreements, and Platform Handling Agreements) that may be attributable to the Assets, to the extent any such imbalances accrued prior to the Effective Time.
- g. All of Seller's rights, title and interest in produced hydrocarbons in inventory, including but not limited to the Produced Condensate Ending Inventory and Pipeline Condensate Ending Inventory related to Kinetica's Cocodrie and Pecan Island Separation Facilities connected to Kinetica's Blue Water system and the Condensate and Retrograde Closing Inventory related to the Kinetica Patterson condensate facility, as of the Effective Time.
- h. Any and all proprietary or licensed raw or processed or re-processed geophysical data (including magnetic tapes, field notes, seismic lines, analyses and similar data or information), data licensing agreements and seismic licenses between Assignor and third parties, in each case, to the extent that they cannot be transferred without the consent of, and/or payment to, any third party, unless Assignee obtains the applicable consent and/or makes the applicable payment.
- i. Any derivatives of the data described in Section (h) above.
- j. The Funding Agreement, dated as of August 27, 2021, by and between Assignor and Fieldwood Energy III LLC (as may be amended from time to time).

- k. Any assets that are not associated with Assignor's Shelf Business.