



July 7, 2026

VIA EMAIL: boemadjudication@boem.gov
Bureau of Ocean Energy Management
Attn: Adjudication
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

Re: **OCS-G 16942, Walker Ridge Block 29**
Non-Required Filing Category 7 – Contracts, Agreements, and Conveyances

Dear Sir/Madam:

Please find the following enclosed document for filing in BOEM's Non-Required Filings, specifically Category 7 – Contracts, Agreements, and Conveyances:

- Assignment and Bill of Sale dated effective July 1, 2025, by and between Marubeni Oil & Gas (USA) LLC (GOA No. 02806), as assignor, and ME Bigfoot, LLC (GOA No. 03842), as assignee.

Please file this document, together with a copy of this letter, under Category 7 in the non-required files relating to Lease No. OCS-G 16942. The filing is accompanied by a receipt evidencing payment of the required service/filing fee via Pay.Gov.

This is the first of a series of non-required filings that are being submitted consecutively.
These filings should be filed in order in which they are submitted, which will be as follows:

1. Assignment and Bill of Sale dated effective July 1, 2025, by and between Marubeni Oil & Gas (USA) LLC (GOA No.02806), as assignor, and ME Bigfoot, LLC (GOA No. 03842), as assignee;
2. Conveyance of Overriding Royalty Interest (Seller First ORRI) dated effective July 1, 2025, by and between ME Bigfoot, LLC (GOA No. 03842), as assignor, and Marubeni Oil & Gas (USA) LLC (GOA No.02806), as assignee;
3. Conveyance of Overriding Royalty Interest (Seller Second ORRI) dated effective July 1, 2025, by and between ME Bigfoot, LLC (GOA No. 03842), as assignor, and Marubeni Oil & Gas (USA) LLC (GOA No.02806), as assignee; and
4. Mortgage, Security Agreement, Assignment of As-Extracted Collateral, Fixture Filing and Financing Statement dated as of July 7, 2026, from ME Bigfoot, LLC, as Mortgagor, to Israel Discount Bank Ltd., as Mortgagee.

July 7, 2026

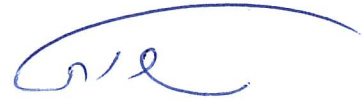
Bureau of Ocean Energy Management

Attn: Adjudication

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If you have any questions, please contact the undersigned at yehonatan@modiin-energy.com or +972 (52) 3233503.

Sincerely,

A handwritten signature in blue ink, consisting of a large, sweeping arch over the letters 'n' and 'e'.

Yehonatan Shohat, Chief Executive Officer

Enclosure

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this “**Assignment**”), effective as of 12:01 a.m. (Central Standard Time) on July 1, 2025 (the “**Effective Date**”), is made by Marubeni Oil & Gas (USA) LLC, a limited liability company organized under the laws of the State of Delaware (“**Assignor**”), whose address is 945 Bunker Hill, Suite 700, Houston, Texas 77024, to ME Bigfoot, LLC, a limited liability company organized under the laws of the State of Delaware (“**Assignee**”) whose address is 1430 Truxtun Ave., Suite 900, Bakersfield, California 93301. In this Assignment, Assignor and Assignee are each referred to as a “**Party**” and collectively as the “**Parties**”.

ARTICLE I **DEFINITIONS**

1.1 Definitions. Capitalized terms used herein but not defined shall have the respective meanings ascribed to them in the Purchase and Sale Agreement (as defined below). The following terms shall have the meanings set forth below:

“**Abandonment Security**” means the Surety Bond required under Section 6.8 of the Purchase and Sale Agreement to be issued at Closing and maintained thereafter for the benefit of Assignor in support of Assignee’s Decommissioning Obligations with respect to the BOEM Approval Effective Date Facilities.

“**Affiliate**” means with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with, such specified Person through one or more intermediaries or otherwise. For purposes of this definition, “control” shall mean the ownership, legally or beneficially, directly or indirectly, of fifty percent (50%) or more of the voting shares or membership interest of any Person or the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

“**Applicable Contracts**” means the Contracts, including the Marketing Agreements and the Unit Operating Agreement, in each case, to which Assignor is a party or by which the Assets are bound or subject, limited, in each case, to the extent that such Contracts are used in connection with, or relate to, the Assets or the ownership, use or operation thereof and are transferable (and all applicable transfer restrictions have been satisfied), including those identified on Exhibit 2, but excluding any Excluded Assets, master service agreements, Hedge Instruments, and Debt Instruments.

“**Assets**” means all of Assignor’s right, title and interest in and to the following:

- (a) the Lease, together with any and all other rights, titles and interests in and to the leasehold estates created thereby and the subsea lands covered or burdened by the Lease, including overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests, record title rights, operating rights and all other interests of any kind or character;

- (b) the Wells;
- (c) the Platform;
- (d) the Facilities;
- (e) all easements, servitudes, rights-of-way, surface leases, and other subsea, surface or subsurface rights or interests appurtenant to, or used or held for use in connection with, the Lease, the Wells, the Platform or the Facilities or the ownership, use or operation thereof (excluding, in each case, Permits, which are addressed in clause (h) below) (the “**Easements**”), including the Right of Use and Easement identified on Exhibit 1;
- (f) (i) all Hydrocarbons within, on or under, produced from, or attributable to the Lease or the Wells on or after the Effective Date, and all proceeds or accounts receivable resulting from the sale of any such Hydrocarbons; (ii) all Hydrocarbons for which an upward adjustment is made to the Purchase Price pursuant to Section 2.4(a)(iii) of the Purchase and Sale Agreement, and all proceeds or accounts receivable resulting from the sale of any such Hydrocarbons; and (iii) all Hydrocarbons attributable to make-up rights and obligations with respect to imbalances attributable to the Assets;
- (g) the Applicable Contracts;
- (h) to the extent transferable, all Permits held by Assignor, any variances or waivers related thereto, and any applications therefore, in each case, to the extent relating to, or used or held for use in connection with, the Assets or the ownership, use or operation thereof;
- (i) all interpretations of Technical Data created by Assignor solely to the extent related to the Assets but only to the extent that Assignee has demonstrated to Assignor’s reasonable satisfaction that Assignee has acquired all appropriate licenses and any other required authorizations from all applicable Third Parties for Assignee to access and use the underlying Technical Data to which such interpretations apply;
- (j) (i) all rights, claims, demands, awards, recoveries, settlements, rights to insurance proceeds, refunds, reimbursements, accounts receivable, credits, audit rights, and causes of action against or owing by Third Parties (including all warranty and indemnity claims against and defense obligations owing by Third Parties), in each case, to the extent (A) attributable to any of the Assumed Obligations or (B) otherwise attributable to the Assets or the ownership, use, or operation thereof from and after the Effective Date; and (ii) the Seller Windstorm Policy; and
- (k) the Records.

“Assignor’s Representations” means and includes all Assignor representations and warranties contained in the Purchase and Sale Agreement (including the reaffirmation of all such representations and warranties in the certificate delivered pursuant to Section 3.5(g) of the Purchase and Sale Agreement), the statements of Assignor included in the affidavit delivered pursuant to Section 3.5(b) of the Purchase and Sale Agreement, and the Special Warranty.

“Assumed Obligations” has the meaning given it in the Purchase and Sale Agreement.

“Big Foot Marketing Agreements” means those marketing agreements included in Exhibit 2.

“BOEM Approval Effective Date Facilities” mean those Wells, the Platform, and Facilities existing as of the effective date of BOEM’s approval of the BOEM Form 0150 assignment pursuant to 30 CFR 556.712.

“BOEM/BSEE” means the United States of America Department of the Interior, Bureau of Ocean Energy Management, or the United States of America Department of the Interior, Bureau of Safety and Environmental Enforcement, as applicable, or any successor agency or agencies.

“Burden” means any and all royalties (including lessor’s royalty), overriding royalties, production payments, net profits interests, and other non-cost bearing revenue interests or similar payment burdens upon, measured by or payable out of Hydrocarbon production (excluding, for the avoidance of doubt, any Taxes).

“Business Records” means all files, records and data, including all lease files, land and title files, maps, facilities files, well files, well information, well databases, production records, accounting files that are maintained digitally (including revenue and joint interest billing account information), Tax records (other than with respect to income, franchise or similar Taxes), records of compliance with Environmental Laws, regulatory files, legal files, environmental, health and safety files, operational and engineering files, midstream and marketing files, Permits, division order files, abstracts of title, title opinions, and Contract files, in each case, in Assignor’s or its Affiliates’ possession or control insofar as such files, records and data relate to the Assets or the ownership, use, or operation thereof, all to the extent not included in the definition of Excluded Records.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

“Contract” means any written contract, agreement, indenture, note, bond, mortgage, loan, instrument, lease, license, commitment or other legally binding arrangement, understanding, undertaking, commitment or obligation.

“Debt Instruments” has the meaning given it in the Purchase and Sale Agreement.

“Decommissioning Obligations” means all Plugging and Abandonment obligations to the extent related to the Assets, regardless of whether such obligations arise, relate, or are attributable to the ownership or operation of the Assets prior to or after the Effective Date, including the following obligations:

- (a) arising in connection with ceasing Hydrocarbon operations in respect of such Assets;
- (b) permanently Plug and Abandon (or re-Plug and Abandon) any and all Wells and wellbores (whether producing, not producing or abandoned or plugged prior to or after the Effective Date), water source, water injection, and other injection and disposal wells and systems, in each case, located on or associated in any way with the Lease or other Assets;
- (c) decommission, remove, and dispose of (or abandon in place with regulatory approval) the Platform and all Facilities and any other structures, equipment, and facilities included in the Assets, including platforms, templates, pipelines, manifolds, flowlines and any other subsea infrastructure located on or associated in any way with the Lease or other Assets;
- (d) remove obstructions on or in, and restore and remediate, the Lease, the Easements, and each wellsite associated with the Assets, including the surface, sea floor, and subsurface of or below the Assets;
- (e) cleanup and dispose of any Wells or Facilities contaminated with NORM;
- (f) perform all obligations associated with the OCS-G 16942 Big Foot Site Recovery Activity Plan attached to the letter issued by BOEM/BSEE on October 4, 2016, as further described in Exhibit F to the Purchase and Sale Agreement (as may be amended or modified with BOEM/BSEE approval from time to time after the Closing); and
- (g) perform all other obligations relating to the foregoing that arise by Applicable Contract, Lease terms, or applicable Law, or demands or requirements related to the foregoing of Third Parties or Governmental Authorities having jurisdiction over the applicable Assets, including the obtainment of any approvals needed from and submission of reports required by the BOEM/BSEE or any other Governmental Authority;

all to be performed in a good and workmanlike manner and in accordance with, as applicable, the obligations of Applicable Contracts, Lease terms, applicable Law and requirements or demands of Governmental Authorities.

“Direct Claim” has the meaning given it in the Purchase and Sale Agreement.

“Environmental Law” means any Law relating to the environment, health or safety, Hazardous Material (including the generation, use, handling, management, transportation, production, Release, treatment, storage, recycling, or disposal thereof), Hydrocarbons (including the use, handling, transportation, production, Release, treatment, storage, recycling, or disposal thereof), or the environmental conditions on, under, or about the Assets, including soil, sediment, surface water, groundwater, and indoor and ambient air conditions or the reporting, response to or remediation of or prevention of environmental contamination or pollution, including the Clean Air Act, the Federal Water Pollution Control Act, as amended, the Rivers and Harbors Act of 1899, as amended, the Oil Pollution Act of 1990, as amended, the Safe Drinking Water Act, as amended, the CERCLA, the Superfund Amendments and Reauthorization Act of 1986, as amended, the RCRA, the Hazardous and Solid Waste Amendments Act of 1984, as amended, the Toxic Substances Control Act, as amended, the Endangered Species Act, as amended, the Occupational Safety and Health Act, as amended, and the Hazardous Materials Transportation Act, as amended, the Oil Pollution Act of 1990, as amended, and any similar provisions under federal, state, regional, or local Laws, and any regulations promulgated thereunder, as amended, that are applicable to the Assets.

“Environmental Liability” means a violation of Environmental Law or other liability under Environmental Law with respect to an Asset.

“Environmental Obligations” means any obligation, responsibility and liability for:

- (a) any environmental condition of the Assets that causes the Assets not to be in compliance with, or subject to liability under, any Environmental Laws or that requires remedial or corrective action under any Environmental Laws;
- (b) environmental pollution or contamination in respect of a Release from the Assets, whether affecting the soil, surface, seafloor, subsurface, sea, groundwater, air or otherwise, in each case, involving Hydrocarbons, brine, Hazardous Materials, asbestos, NORM or other similar substances;
- (c) the environmental clean-up of the Assets, including any clean-up response and the cost of remediation, control, assessment, or compliance with respect to soil, surface, seafloor, subsurface, sea, groundwater, air or other pollution;
- (d) disposal of any Hazardous Materials and products generated by or used in connection with the ownership, operation, or maintenance of the Assets;
- (e) any Environmental Liability; and
- (f) any Losses, Direct Claims, or Third Party Claims relating to the foregoing.

“Excluded Assets” means:

- (a) Excluded Records;

- (b) except as otherwise provided in clause (i) of the definition of Assets, all Technical Data and all of Assignor's or its Affiliates' proprietary or licensed software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property;
- (c) all Contracts governing the use of the Technical Data;
- (d) all affirmative claims and causes of action of Assignor or its Affiliates arising under or with respect to any Contract or otherwise relating to the Assets, in each case, to the extent the foregoing are attributable to (i) the period of time prior to the Effective Date, (ii) the Excluded Assets, or (iii) matters for which Assignor is required to provide indemnification to Assignee under the Purchase and Sale Agreement; and in each case, except to the extent related to any Assumed Obligations;
- (e) any affirmative claims of Assignor or its Affiliates arising under joint venture audits, in each case, solely to the extent such audits relate to the Assets prior to the Effective Date; and in each case, except to the extent related to any Assumed Obligations;
- (f) except to the extent related to any Assumed Obligations, all rights and interests of Assignor or its Affiliates (to the extent such rights and interests are not expressly included as part of the Assets):
 - (i) under any indemnity agreement;
 - (ii) under any bond or similar instrument; and
 - (iii) except to the extent provided in Section 3.9 of the Purchase and Sale Agreement, to any condemnation proceeds or awards;
- (g) any Taxes, Tax refunds or Tax carry-forward amounts attributable to the Assets prior to the Effective Date or to Assignor's business generally;
- (h) all property, rights, and assets of Assignor not included within the definition of Assets;
- (i) any and all Debt Instruments or Hedge Instruments of Assignor and its Affiliates;
- (j) except to the extent provided in Section 3.9 of the Purchase and Sale Agreement and except for the Seller Windstorm Policy, all of Assignor's insurance policies in force and effect in relation to the Assets, if any, and all rights and interests thereto arising before or after Closing;
- (k) for the avoidance of doubt, the Seller First ORRI and the Seller Second ORRI conveyed from Assignee to Assignor at Closing; and

- (l) all of those assets and properties of Assignor or its Affiliates described on Exhibit H to the Purchase and Sale Agreement.

“Excluded Records” means:

- (a) all corporate, financial, income and franchise Tax and legal records of Assignor that relate to Assignor’s business generally (and not having a specific relation to the Assets);
- (b) any records to the extent disclosure or transfer is restricted by (i) any unwaived disclosure or confidentiality restriction contained in a Third Party license or other Third Party Contract or (ii) applicable Law;
- (c) all privileged information, including legal records and legal files of Assignor and all other work product and attorney-client communications with any of Assignor’s legal counsel, other than title opinions;
- (d) personnel records;
- (e) records relating to the potential sale of the Assets by Assignor to a Third Party in connection with the sales process engaged in by Assignor pursuant to which the Purchase and Sale Agreement was executed, including bids received from and records of negotiations with Third Parties;
- (f) internal valuations and price forecasts; and
- (g) any records with respect to the Excluded Assets

“Facilities” means all platforms (including the Platform), caissons, skids, wellheads, facilities (including all subsea systems), pipeline laterals, gathering lines, flowlines, transmission lines, umbilicals, pipelines, manifolds, subsea or subseafloor equipment, machinery and infrastructure, control systems, telecommunication systems, pumps and pumping systems (including chemical and methanol pumping systems), processing systems, meters, compressors, tanks, separators, machinery, processing modules, equipment, fixtures, inventory, tools and other tangible personal property and improvements (but excluding personal computers and peripheral computer equipment unless purchased under the Unit Operating Agreement) that are owned (in whole or part) by Assignor and:

- (a) located on the Lease, the Platform, or the Easements;
- (b) used or held for use primarily in connection with the development or operation of the Lease or any other Asset or the production, storage, transportation, treatment, processing, marketing or disposition of Hydrocarbons from the Lease or any other Asset; or

- (c) stored by Assignor or a Third Party operator, contractor or supplier at an offsite location, in each case, if purchased under the Unit Operating Agreement or otherwise attributable to the Lease or any other Asset or to the ownership or operation thereof.

“Governmental Authority” means any national, state, county or municipal government, domestic or foreign; any governmental, quasi-governmental or administrative agency, board, bureau, commission, court, tribunal, administrative panel, department, or other instrumentality or authority of any such government exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or tax authority or power, or any arbitrator or mediator (private or court appointed) in any case or matter that has jurisdiction or authority over a Party or any of its respective properties or assets, including, but not limited to, BOEM/BSEE or the Department of the Interior in general.

“Hazardous Material” means:

- (a) any “hazardous substance,” as defined by CERCLA;
- (b) “hazardous waste” or “solid waste,” in either case as defined by RCRA or any applicable state counterpart;
- (c) any hazardous substance, any hazardous waste, any solid, hazardous, dangerous or toxic chemical, material, waste or substance, NORM, or any contaminant or pollutant, as those or similar terms are defined or regulated by any Environmental Law;
- (d) any asbestos containing materials in any form or condition;
- (e) any polychlorinated biphenyls in any form or condition;
- (f) any hazardous air pollutant which is so designated by the Clean Air Act or the U.S. Environmental Protection Agency or by any other Governmental Authority; or
- (g) any other material, substances, waste, product or matter made the subject of any Environmental Law.

“Hedge Instruments” has the meaning given it in the Purchase and Sale Agreement.

“Hydrocarbons” means crude oil, natural gas, casinghead gas, condensate, sulphur, natural gas liquids, plant products, and other liquid or gaseous hydrocarbons produced in association therewith, including coalbed methane gas, CO₂, helium and all other minerals of every kind and character that may be covered by, included in, produced by, or Released from any of the Assets.

“Indemnified Party” means a Person entitled to seek indemnification under the Purchase and Sale Agreement.

“Law” means any federal, state, local, or foreign law (including common law), statute, ordinance, regulation, rule, code, Order, ordinance, decree or other requirement or rule of law imposed by any Governmental Authority.

“Lease” means that certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective as of September 1, 1996, from the United States of America, as lessor, to Chevron U.S.A. Inc. and Texaco Exploration and Production Inc., as lessees, designated with serial number OCS G-16942, covering all of Walker Ridge Block 29, OCS Official Protraction Diagram NG 15-06, as further identified on Exhibit 1.

“Loss” or “Losses” means any and all liabilities, penalties, fines, obligations, judgments, claims, governmental actions, causes of action, demands, administrative proceedings, suits and other Legal Proceedings, damages, losses, diminution in value, assessments, fees, charges, payments, interest, costs, and expenses, in each case, whether absolute, accrued, contingent, fixed or otherwise, whether known or unknown, or whether due or to become due or otherwise (including, without limitation, court costs, costs of investigation, reasonable attorney’s fees, expert fees, consultant fees and other costs and expenses associated with investigation of claims, testing, assessment and remedial actions and other costs and expenses incurred in connection therewith).

“Marketing Agreements” means the Big Foot Marketing Agreements and any other Applicable Contracts for Hydrocarbon transportation, processing and marketing.

“NORM” means naturally occurring radioactive material.

“Party” and “Parties” have the respective meanings given to such terms in the preamble.

“Permits” means authorizations, licenses, permits, or certificates issued, granted or given by Governmental Authorities.

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

“Platform” means the Walker Ridge 29 A (Big Foot) Platform, identified by Complex ID number 2422 and located on the Lease, as further identified in Exhibit 1.

“Purchase and Sale Agreement” means that certain Purchase and Sale Agreement dated May 8, 2026, by and between Assignor, as seller, and Assignee, as buyer, pertaining to the sale and purchase of the Assets, among other related matters expressly provided for therein (as the same may be amended, restated, or supplemented from time to time).

“RCRA” means the Resource Conservation and Recovery Act of 1976, as amended.

“Records” means the Business Records that relate to the Assets, but excluding the Excluded Records.

“Release” means any releasing, depositing, spilling, leaking, pumping, pouring, placing, emitting, discarding, abandoning, emptying, discharging, disposing, migrating, injecting, escaping, leaching or dumping into the environment or into or out of any property.

“Right of Use and Easement” means RUE OCS-G 30404; Walker Ridge Block 73, in which Seller has contractual rights and which is further described on Exhibit 1.

“Taxes” means all taxes, assessments, charges, duties, fees, levies, imposts, or other similar charges imposed by a Governmental Authority, including all income, franchise, profits, margins, capital gains, capital stock, transfer, gross receipts, sales, use, transfer, service, occupation, ad valorem, real or personal property, excise, severance, windfall profits, customs, premium, stamp, license, payroll, employment, social security, unemployment, disability, environmental, alternative minimum, add-on, value-added, withholding, and other taxes, any taxes of another Person for franchise tax in the applicable state arising out of Assignor’s inclusion in a combined tax report with such Person, and assessments, charges, duties, fees, levies, imposts, or other similar charges of any kind, and all estimated taxes, deficiency assessments, additions to tax, penalties, and interest with respect to taxes, whether disputed or otherwise.

“Technical Data” means all geophysical, geological, and seismic data proprietary to Assignor or its Affiliates or licensed to Assignor or its Affiliates by a Third Party, including all processed, reprocessed, and derivative products and related rights.

“Third Party” means a Person other than a Party or its Affiliates.

“Third Party Claim” has the meaning set forth in the Purchase and Sale Agreement.

“Transaction” means the Assignee acquiring the Assets from Assignor in exchange for: (i) the Purchase Price and the Contingent Additional Consideration, (ii) delivery of the Seller First ORRI by Assignee to Assignor, (iii) delivery of the Seller Second ORRI by Assignee to Assignor, (iv) the assumption by Assignee of the Assumed Obligations, and (v) the provision to Assignor by Assignee of Assignee’s Abandonment Security.

“Unit Operating Agreement” means that certain Unit Operating Agreement dated effective as of June 1, 2006, by and among Chevron U.S.A. Inc., Anadarko Petroleum Corporation, Plains Exploration and Production Company and Shell Gulf of Mexico Inc., as amended.

“Wells” means any and all wells and wellbores located on the Lease or the Right of Use and Easement or the lands covered thereby, whether producing, shut-in, plugged and

abandoned or otherwise, including, but not limited to, those that are identified on Exhibit 1.

“Working Interest” means, with respect to the Lease and each Well, the interest, expressed as a decimal or percentage, that is burdened with the obligation to bear and pay costs and expenses associated with the exploration, drilling, maintenance, development, and operation of the Lease or such Well required to be borne with respect thereto, but without regard to the effect of any Burdens.

1.2 Interpretation.

- (a) Unless specified otherwise, references to the preamble or recitals, or to an “Article” “Section”, or “Exhibit”, means the preamble or recitals, or an Article, Section, or Exhibit, to this Assignment.
- (b) The preamble, recitals, and Exhibits form a part of this Assignment.
- (c) References to “herein”, “hereby”, “hereunder”, “hereof” and similar expressions are references to this Assignment and not to any particular Article, Section, or Exhibit.
- (d) Words importing the singular include the plural and vice versa.
- (e) Words importing gender include the masculine, feminine and neutral genders.
- (f) The use of headings is for convenience of reference only and does not affect the construction or interpretation of this Assignment.
- (g) The words “include” or “including” mean “including without limitation.”
- (h) The word “or” is not exclusive unless expressly so provided and the word “extent” in the phrase “to the extent” means the degree or proportion to which a subject or other thing extends, and such phrase shall not mean simply “if.”
- (i) Any reference to a statutory provision includes any subordinate legislation or regulation made or promulgated from time to time under that provision.
- (j) Any reference to a statutory provision includes such provision as from time to time modified or re-enacted or consolidated, whether before, on or after the Closing Date.
- (k) References to any Person include such Person’s respective successors and assigns.
- (l) Any financial or accounting term that is not otherwise defined in this Assignment or in the Purchase and Sale Agreement shall have the meaning given such term under Generally Accepted Accounting Principles in the United States of America.
- (m) Each Party has participated in the drafting of this Assignment and has had the opportunity to consult with legal counsel and other advisors of its choice to its satisfaction regarding the terms and provisions of this Assignment. As a result, the

rule of construction that an agreement be construed against the drafter does not apply to this Assignment.

- (n) If there is any conflict or inconsistency between a term in the body of this Assignment and a term in any of the Exhibits to this Assignment, the term in the body of this Assignment will prevail to the extent of such conflict or inconsistency.

ARTICLE II **ASSIGNMENT**

For Ten Dollars (\$10.00), the mutual promises contained herein and in the Purchase and Sale Agreement, the benefits to be derived by each Party hereunder and under the Purchase and Sale Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby, effective as of the Effective Date, **GRANT, BARGAIN, SELL, TRANSFER, CONVEY, SET OVER, ASSIGN** and **DELIVER** unto Assignee, subject to the terms and provisions of this Assignment, all of Assignor's Working Interests and Net Revenue Interests in the Wells and Platform set forth on Exhibit 1, all of Assignor's Working Interest, Net Acres and Net Revenue Interest in the Lease set forth on Exhibit 1, and all other of Assignor's right, title, and interest in and to the Assets, **SAVE** and **EXCEPT** for the Excluded Assets.

It is the intent of Assignor to assign, and this Assignment hereby assigns, to Assignee, from and after the Effective Date, the Assets, regardless of clerical errors in description, any incorrect or misspelled names, or any mistranscribed or incorrect recording references.

TO HAVE AND TO HOLD all of the Assets, together with all rights, titles, interests, estates, remedies, powers, and privileges thereunto appertaining unto Assignee and its successors, legal representatives, and assigns forever, subject to the terms, conditions, and reservations of this Assignment and the Purchase and Sale Agreement.

Notwithstanding anything to the contrary contained herein, Assignor hereby expressly excludes, and Assignor expressly reserves all of its right, title and interest in and to the Excluded Assets.

ARTICLE III **TITLE; DISCLAIMERS**

3.1 Title. This Assignment is made, delivered and accepted:

- (a) without warranty of title, express or implied, including any warranty as to merchantability, quality, quantity, or fitness for a particular purpose, except however Assignor warrants and defends title to the Lease 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 its Affiliates, but not otherwise; and
- (b) free and clear of any claims, mortgage, pledge, lien, production payment or net profits interest or any similar encumbrance.

3.2 Subrogation. Assignor hereby assigns to Assignee, its successors and assigns, and Assignee is subrogated to, all rights, claims, and causes of action under any title warranties given or made by Assignor's predecessors in interest (other than any Affiliate of Assignor) to the extent applicable with respect to the Assets, and Assignee is specifically subrogated to all rights which Assignor or its Affiliates are entitled to enforce with respect to such title warranties against such predecessors in interest (other than any Affiliate of Assignor) to the extent applicable with respect to the Assets, in each case, to the extent Assignor may legally assign such rights and grant such subrogation.

3.3 Disclaimers.

- (a) **Defects.** Except as and to the limited extent expressly set forth in this Assignment or in the Purchase and Sale Agreement and except for Assignor's Representations, Assignor expressly disclaims any representation or warranty, express, statutory, or implied, as to (i) title to any of the Assets, (ii) the contents, character, or nature of any report of any petroleum engineering consultant, or any engineering, geological, or seismic data or interpretation relating to the Assets, (iii) the quantity, quality, or recoverability of Hydrocarbons in or from the Assets, (iv) any estimates of the value of the Assets or future revenues to be generated by the Assets, (v) the production of or ability to produce Hydrocarbons from the Assets, (vi) the maintenance, repair, condition, quality, suitability, design, or marketability of the Assets, (vii) the expected cost or timetable for incurring Decommissioning Obligations, (viii) the content, character or nature of any information memorandum, reports, brochures, charts or statements prepared by Assignor, its Affiliates, their Representatives, or Third Parties with respect to the Assets, (ix) any other materials or information that may have been made available to Assignee or its Affiliates or any of their Representatives in connection with the Transaction or any discussion or presentation relating thereto, and (x) any implied or express warranty of freedom from patent or trademark infringement. Except as and to the limited extent expressly set forth in the Purchase and Sale Agreement and except for Assignor's Representations included herein or in the Purchase and Sale Agreement, Assignor further disclaims any representation or warranty, express, statutory, or implied, of merchantability, freedom from latent vices or defects, fitness for a particular purpose, or conformity to models or samples of materials of any of the Assets, rights of a Assignee under appropriate statutes to claim diminution of consideration or return of the Purchase Price, it being expressly understood and agreed by the Parties that, except for and without limiting Assignor's Representations herein and in the Purchase and Sale Agreement and the express rights or remedies of Assignee under the Purchase and Sale Agreement (including Section 7.2 thereof) and the other Transaction Documents, Assignee shall be deemed to be obtaining the Assets in their present status, condition, and state of repair, "as is" and "where is" with all faults or defects (known or unknown, latent, discoverable or undiscoverable),

and that Assignee has made or caused to be made such inspections of the Assets as Assignee deems appropriate. Without limiting the scope and extent of the broad waivers already addressed in this Section 3.2(a), Assignee specifically waives all rights in redhibition pursuant to Louisiana Civil Code Article 2475 and Articles 2520 through 2548 and acknowledges that this waiver, along with all other disclaimers and waivers included in this Assignment, shall be considered a material and integral part of the consideration for the Transaction. Furthermore, Assignee acknowledges that this specific waiver of redhibition, along with all other disclaimers and waivers included in this Assignment and in the Purchase and Sale Agreement, have been brought to the attention of Assignee, have been explained in detail, and that Assignee has voluntarily and knowingly consented to these waivers of warranty of fitness against all defects and vices, including redhibitory defects and vices, associated in any way with the Assets.

- (b) *Usage.* Assignee acknowledges that the Assets have been used for oil and gas drilling, completion, production, gathering, pipeline, transportation, storage, related operations, and other oil and gas operations. Physical changes in the Assets and in the lands included therein may have occurred as a result of such uses. The Assets also may include buried pipelines and other equipment and unknown wells and infrastructure, the locations of which may not be known by Assignor or its Affiliates or readily apparent by a physical inspection of the Assets.
- (c) *Asbestos, NORM and Hazardous Materials.* Assignee acknowledges that the Assets have been used for exploration, development, and production of Hydrocarbons and that there may be Hydrocarbons, produced water, wastes, Hazardous Materials or other materials located on or under the Assets or associated with the Assets. Equipment and sites included in the Assets, and the materials and equipment located on the Assets or included in the Assets may contain wastes, Hazardous Materials, asbestos and/or NORM. NORM may affix or attach itself to the inside of Wells, materials, and equipment as scale or in other forms. Hazardous Materials, NORM containing material, and/or wastes may have come in contact with water, soil, or other environmental media. Special procedures may be required for the remediation, removal, transportation, disposal, or other management or handling of soil, water, wastes, Hazardous Materials, asbestos, and NORM from the Assets.
- (d) *Environmental.* Except for and without limiting Assignor's specific representations and warranties included in Sections 4.2(d), 4.2(i), and 4.2(r) of the Purchase and Sale Agreement and the reaffirmation of such representations and warranties in the certificate delivered pursuant to Section 3.5(g) of the Purchase and Sale Agreement, Assignor has not and will not make any representation or warranty regarding any matter or circumstance relating to Environmental Laws, Environmental Liabilities, Environmental

Obligations, the Release of materials into the environment, or the protection of human health, safety, natural resources, or the environment, or any other environmental condition of the Assets, and nothing in this Assignment and the Purchase and Sale Agreement or otherwise shall be construed as such a representation or warranty. Except for and without limiting Assignor's Representations and except for and without limiting the express rights or remedies of Assignee under this Assignment and in the Purchase and Sale Agreement, Assignee shall be deemed to be taking the Assets "as is" and "where is" with all faults for purposes of their environmental condition, and Assignee has made or caused to be made such environmental inspections as Assignee deems appropriate.

- (e) *Information.* Except as and to the limited extent expressly set forth in this Assignment or the Purchase and Sale Agreement, Assignor makes no representation, covenant, or warranty, whether express, statutory or implied, as to the accuracy or completeness of any data, information, or records (including the Records) delivered, provided, or made available to Assignee with respect to the Assets.
- (f) *Reserves.* Assignor makes no representation, covenant, or warranty, express, implied, or statutory, concerning the quality or quantity of Hydrocarbon reserves, if any, attributable to the Assets, or the ability of the Assets to produce Hydrocarbons, or the product prices which Assignee is or will be entitled to receive from the sale of any such Hydrocarbons.
- (g) *Decommissioning Obligations.* Without limiting any express rights or remedies of Assignee under the Purchase and Sale Agreement, Assignee acknowledges that:
 - (i) Assignee has conducted its own investigation and evaluation as to the expected cost and timing of the Decommissioning Obligations;
 - (ii) Assignor has not made any representation or warranty as to the expected cost or, except for and without limiting Assignor's specific representations and warranties included in Section 4.2(r) of the Purchase and Sale Agreement and the reaffirmation of such representations and warranties in the certificate delivered pursuant to Section 3.5(g) of the Purchase and Sale Agreement, the timetable for incurring the Decommissioning Obligations; and
 - (iii) Assignor is entering into this Assignment in reliance upon Assignee's agreement to assume the Decommissioning Obligations and all other Assumed Obligations, and that the assumption of the Decommissioning Obligations and all other Assumed Obligations constitutes material agreed consideration provided to Assignor in exchange for the Assets.

- (h) **CONSPICUOUS.** ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS ARTICLE ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

ARTICLE IV **ASSUMPTION OF LIABILITIES**

4.1 Assumption by Assignee. Excluding the Excluded Liabilities, and subject to, except for, and without limiting Assignee's rights to indemnity under Article 7 of the Purchase and Sale Agreement (including in respect of any breaches of Seller's Representations), Assignee's other express rights and remedies under this Assignment, the Purchase and Sale Agreement, or any other Transaction Document (including Purchase Price adjustments provided for in the Purchase and Sale Agreement), and Assignee's remedies at law or in equity in the event of actual fraud, Assignee agrees to fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid and discharged) the Assumed Obligations; *provided that*, Assignee does not assume (and the Assumed Obligations do not include) any Excluded Liabilities.

4.2 Contracts. Assignee is taking the Assets subject to the terms of each of the Applicable Contracts, and hereby assumes and agrees (in each case) to fulfill, perform, pay and discharge all of Assignor's obligations thereunder to the extent included in the Assumed Obligations. This Assignment shall be inferior to the Unit Operating Agreement as required by Section 24.1.4 of the Unit Operating Agreement.

ARTICLE V **MISCELLANEOUS**

5.1 Construction. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. Assignor and Assignee acknowledge that they have participated jointly in the negotiation and drafting of this Assignment and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this Assignment shall not be construed more strictly against one party than another on the grounds of authorship.

5.2 Governmental Approvals. For governmental filing and approval purposes, Assignor and Assignee may execute separate assignment instruments with respect to certain of the Assets utilizing forms required by a governmental entity, including BOEM Form 0150 (Assignment of Record Title Interest). The interests in any of the Assets conveyed as a result of such separate assignments are the same, and not in addition to, the interests in such Assets conveyed pursuant to this Assignment. Where separate assignments of the Assets have been or will be executed for filing with, and approval by, applicable Governmental Authorities, any such separate assignments (a) shall evidence this Assignment and assignment of the applicable Assets herein made and shall not constitute any additional assignment of such Assets, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment and in the Purchase and Sale Agreement are not intended to create, and shall not create, any representations, warranties or additional covenants of or by Assignor to Assignee and

(c) shall be deemed to contain all of the terms and provisions of this Assignment as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

5.3 Further Assurances. Assignor and Assignee agree to execute, acknowledge (if applicable) and deliver such other documents, certificates, agreements, and other writings, and to take such other actions as may be reasonably necessary or desirable in order to carry out the Transaction in accordance with the terms hereof and of the Purchase and Sale Agreement.

5.4 No Third Party Beneficiaries. Nothing in this Assignment is intended or shall be construed to confer upon or give any Person, other than the Parties, any rights or remedies under or by reason of this Assignment.

5.5 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

5.6 Purchase and Sale Agreement. This Assignment is expressly subject to the terms and conditions of the Purchase Agreement. Should any terms of this Assignment conflict with the terms of the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall control; *provided, however*, Third Parties may conclusively rely on this Assignment to vest title to the Assets in Assignee as described herein. There shall be no merger of any of the Purchase and Sale Agreement with this Assignment; rather, the Purchase and Sale Agreement shall survive the delivery of this Assignment.

5.7 Governing Law and Jurisdiction.

- (a) Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of laws that would result in the application of the laws of another jurisdiction; provided, however, with respect to conveyancing or real or immovable property matters as to any Assets, the Laws of the State of Louisiana shall govern and control.
- (b) Forum. Except as otherwise provided in Sections 3.6(c) and 3.8(g) of the Purchase and Sale Agreement, the Parties agree that the appropriate, exclusive, and convenient forum for any disputes arising out of this Assignment or the Transaction shall be in any state or federal court in Harris County, Texas, and each of the Parties irrevocably submits to the jurisdiction of such courts solely in respect of any Legal Proceeding arising out of or related to this Assignment. Except as otherwise provided in Sections 3.6(c) and 3.8(g) of the Purchase and Sale Agreement, the Parties further agree that the Parties shall not bring suit with respect to any disputes arising out of this Assignment or the Transaction in any court or jurisdiction other than the above specified courts. Except as otherwise provided in Sections 3.6(c) and 3.8(g) of the Purchase and Sale Agreement, the Parties further agree, to the extent permitted by Law, that a final and non-appealable judgment against a Party in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within the United States of America by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and amount of such judgment. Except

as otherwise provided in Sections 3.6(c) and 3.8(g) of the Purchase and Sale Agreement, the Parties agree that all judicial determinations or findings by a state or federal court in Harris County, Texas with respect to any matter under this Assignment shall be binding.

- (c) Jurisdiction. To the extent that any Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, each such Party hereby irrevocably (i) waives such immunity in respect of its obligations with respect to this Assignment, and (ii) submits to the personal jurisdiction of any court described in Section 5.7(b) above.
- (d) Waiver. **The Parties irrevocably waive the right to trial by jury in any action to enforce or interpret the provisions of this Assignment.**

5.8 Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or email copies hereof or signature hereon shall, for all purposes, be deemed originals. No Party shall be bound until such time as all of the Parties have executed counterparts of this Assignment. The exchange of signature pages by facsimile, email, or electronic generation (where available) to all Parties constitutes execution and delivery of this Assignment.

[Signature and Acknowledgment Pages Follow]

IN WITNESS WHEREOF, this Assignment is executed by the parties on the date of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Date.

WITNESSES:

By: 
Name: KENNETH J. LOCH

By: 
Name: Kirk Kuykendall

ASSIGNOR:

Marubeni Oil & Gas (USA) LLC

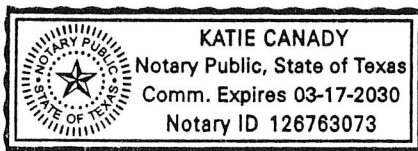
By: 
Name: Shinya Furuyama
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 7, 2026, by Shinya Furuyama, as President of Marubeni Oil & Gas (USA) LLC, a Delaware limited liability company, on behalf of said limited liability company.

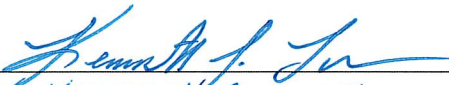
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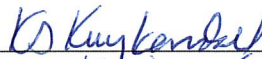



Notary Public in and for the State of Texas
Name: Katie Canady (Notary ID: 126763073)
My Commission Expires: 3/17/30

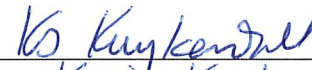
IN WITNESS WHEREOF, this Assignment is executed by the parties on the date of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Date.

WITNESSES:

By: 
Name: KENNETH T. LOCH

By: 
Name: Vicki Kuykendall

By: 
Name: KENNETH T. LOCH

By: 
Name: Vicki Kuykendall

ASSIGNEE:

ME Bigfoot, LLC

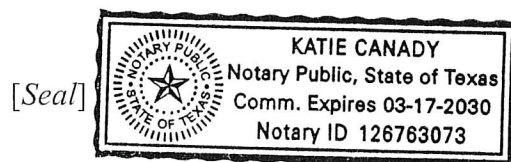
By: 
Name: Yehonatan Shohat
Title: CEO

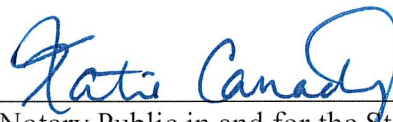
By: 
Name: Tzahi Sultan
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 7, 2026, by Yehonatan Shohat, as CEO of ME Bigfoot, LLC, a Delaware limited liability company, on behalf of said limited liability company.

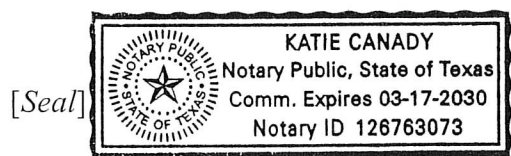



Notary Public in and for the State of Texas
Name: Katie Canady (Notary ID: 126763073)
My Commission Expires: 3/17/30

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 7, 2026, by Tzahi Sultan, as President of ME Bigfoot, LLC, a Delaware limited liability company, on behalf of said limited liability company.



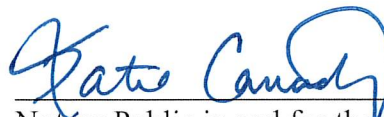

Notary Public in and for the State of Texas
Name: Katie Canady (Notary ID: 126763073)
My Commission Expires: 3/17/30

Exhibit 1
Identification of Assets

1. Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective as of September 1, 1996, from the United States of America, as lessor, to Chevron U.S.A. Inc. and Texaco Exploration and Production Inc., as lessees, designated with serial number OCS G-16942, covering all of Walker Ridge Block 29, OCS Official Protraction Diagram NG 15-06.

Gross Acres	Working Interest	Net Acres	Net Revenue Interest
5,760	12.5000%	720	10.9375%

2. Wells:

API Number	Surface Block	Bottom Hole Block	Well	Suffix	Current Well Status	Working Interest	Net Revenue Interest
608124001900	WR 29	WR 29	001	ST00BP00	PA	12.5000%	10.9375%
608124002000	WR 29	WR 29	002	ST00BP00	ST	12.5000%	10.9375%
608124002001	WR 29	WR 29	002	ST01BP00	ST	12.5000%	10.9375%
608124002002	WR 29	WR 29	002	ST01BP01	ST	12.5000%	10.9375%
608124002003	WR 29	WR 29	002	ST02BP00	ST	12.5000%	10.9375%
608124002004	WR 29	WR 29	002	ST03BP00	ST	12.5000%	10.9375%
608124002005	WR 29	WR 29	002	ST04BP00	PA	12.5000%	10.9375%
608124002300	WR 29	WR 29	003	ST00BP00	ST	12.5000%	10.9375%
608124002301	WR 29	WR 29	003	ST01BP00	ST	12.5000%	10.9375%
608124002302	WR 29	WR 29	003	ST02BP00	PA	12.5000%	10.9375%
						BPO: 0.0000%	BPO: 0.0000%
608124005900	WR 29	WR 29	A012	ST00BP00	DSI	APO: 12.5000%	APO: 10.9375%
608124006000	WR 29	WR 29	A004	ST00BP00	ST	12.5000%	10.9375%
608124006001	WR 29	WR 29	A004	ST01BP00	COM	12.5000%	10.9375%
608124006200	WR 29	WR 29	A001	ST00BP00	COM	12.5000%	10.9375%
608124006300	WR 29	WR 29	A002	ST00BP00	ST	12.5000%	10.9375%
608124006301	WR 29	WR 29	A002	ST01BP00	ST	12.5000%	10.9375%
608124006302	WR 29	WR 29	A002	ST01BP01	COM	12.5000%	10.9375%
608124006400	WR 29	WR 29	A003	ST00BP00	ST	12.5000%	10.9375%
608124006401	WR 29	WR 29	A003	ST00BP01	ST	12.5000%	10.9375%
608124006402	WR 29	WR 29	A003	ST00BP02	ST	12.5000%	10.9375%
608124006403	WR 29	WR 29	A003	ST00BP03	ST	12.5000%	10.9375%
608124006404	WR 29	WR 29	A003	ST00BP04	COM	12.5000%	10.9375%

API Number	Surface Block	Bottom Hole Block	Well	Suffix	Current Well Status	Working Interest	Net Revenue Interest
608124006500	WR 29	WR 29	A005	ST00BP00	COM	12.5000%	N/A
608124006600	WR 29	WR 29	A006	ST00BP00	ST	12.5000%	10.9375%
608124006601	WR 29	WR 29	A006	ST00BP01	ST	12.5000%	10.9375%
608124006602	WR 29	WR 29	A006	ST00BP02	ST	12.5000%	10.9375%
608124006603	WR 29	WR 29	A006	ST00BP03	COM	12.5000%	10.9375%
608124006800	WR 29	WR 29	A008	ST00BP00	COM	12.5000%	10.9375%
608124006900	WR 29	WR 29	A009	ST00BP00	DSI	12.5000%	10.9375%
608124007000	WR 29	WR 29	A010	ST00BP00	DSI	12.5000%	10.9375%
608124007100	WR 29	WR 29	A011	ST00BP00	ST	12.5000%	10.9375%
608124007101	WR 29	WR 29	A011	ST01BP00	ST	12.5000%	10.9375%
608124007102	WR 29	WR 29	A011	ST01BP01	ST	12.5000%	10.9375%
608124007103	WR 29	WR 29	A011	ST02BP00	COM	12.5000%	10.9375%
608124007200	WR 29	WR 29	A013	ST00BP00	DSI	12.5000%	10.9375%
608124007300	WR 29	WR 29	A014	ST00BP00	DSI	12.5000%	10.9375%
608124007400	WR 29	WR 29	A015	ST00BP00	DSI	12.5000%	10.9375%
608124006700	WR 29	WR 73	A007	ST00BP00	COM	12.5000%	N/A

3. Platform:

Authority Code	Type	Authority #	Complex ID #	Structure #	Area/Block	Structure Name
LSE		G16942	2422	1	WR 29	A (Big Foot)
"Platform" includes all Facilities constituting a part of the Platform including, but not limited to, caissons, risers and all tension legs and moorings.						

4. Right of Use and Easement:

RUE OCS-G 30404; Walker Ridge Block 73 (contractual rights)

Exhibit 2

Applicable Contracts

Unit Operating Agreement dated effective as of June 1, 2006, by and among Chevron U.S.A. Inc., Anadarko Petroleum Corporation, Plains Exploration and Production Company and Shell Gulf of Mexico Inc.

Agreement Relating to Gas Processing Walker Ridge Blocks 29 and 30 dated effective September 1, 2010, originally by and among Enterprise Gas Processing, LLC and Marubeni Oil & Gas (USA) Inc.

Gas Processing Agreement dated January 1, 2010, originally between Chevron U.S.A., Inc. and Enterprise Gas Processing, LLC.

Gas Gathering Agreement dated effective December 1, 2010, between Marubeni Oil & Gas (USA) Inc. and Manta Ray Offshore Gathering Company, L.L.C.

Form of Service Agreement for Rate Schedule FT-2 dated effective December 1, 2010, originally by and among Nautilus Pipeline Company, LLC and Marubeni Oil & Gas (USA) LLC.

Interactive Internet Website Agreement dated effective December 1, 2010, originally by and among Nautilus Pipeline Company, L.L.C. and Marubeni Oil & Gas (USA) Inc.

Interactive Internet Website Agreement dated effective December 1, 2010, originally by and among Marubeni Oil & Gas (USA) Inc. and Manta Ray Offshore Gathering Company, L.L.C.

Liquids Separation Agreement dated effective December 1, 2010, originally by and between Marubeni Oil & Gas (USA) Inc. and Manta Ray Offshore Gathering Company, L.L.C.

Nautilus Liquids Transportation Agreement dated effective December 1, 2010, originally by and among Nautilus Pipeline Company, L.L.C. and Marubeni Oil & Gas (USA) Inc.

Walker Ridge Agreement to Sell Natural Gas dated effective December 1, 2010, originally by and among Chevron USA Inc., Union Oil Company of California, Maersk Gulf of Mexico Four, LLC, Statoil Natural Gas LLC, Exxon Mobil Corporation, ENI Petroleum US LLC, Petrobras America Inc., and Marubeni Oil & Gas (USA) Inc.

Walker Ridge Anchor Shippers Agreement dated effective December 1, 2010, originally by and among Chevron USA. Inc., Maersk Oil Gulf of Mexico Four LLC, Statoil Natural Gas LLC, Exxon Mobil Corporation, Eni Petroleum UC LLC, Petrobras America Inc., And Marubeni Oil & Gas (USA) Inc..

Walker Ridge Gas Gathering Agreement dated effective December 1, 2010, originally by and among Marubeni Oil & Gas (USA) Inc. and Enbridge Offshore Facilities, LLC.

Walker Ridge Gathering System Construction and Use Agreement dated effective December 1, 2010, originally by and between Chevron USA Inc., Union Oil Company of California, Maersk Oil Gulf of Mexico Four LLC, Statoil Gulf of Mexico LLC, Exxon Mobil Corporation, ENI

Petroleum US LLC, Petrobras America Inc., and Marubeni Oil & Gas (USA) Inc. and Enbridge Offshore Facilities, LLC.

Walker Ridge Gas Producers Agreement dated effective December 1, 2010 between Chevron U.S.A. Inc., Union Oil Company of California, Maersk Oil Gulf of Mexico Four LLC, Statoil Gulf of Mexico LLC, Exxon Mobil Corporation, ENI Petroleum US LLC, Petrobras America Inc., and Marubeni Oil & Gas (USA) Inc.

Guarantee dated effective December 1, 2010, originally by and between Enbridge Inc. Chevron U.S.A. Inc., Union Oil Company of California, Maersk Oil Gulf of Mexico Four LLC, Statoil Gulf of Mexico LLC, Exxon Mobil Corporation, ENI Petroleum US LLC, Petrobras America Inc. and Marubeni Oil & Gas (USA) Inc.

Seventh Amendment to Conveyance of Gas Processing Rights dated effective April 1, 2004, originally by and between Enterprise Gas Processing, LLC, Shell Exploration & Production Company, Shell Offshore Inc, Shell Consolidated Energy Resources Inc., Shell Land & Energy Company, Shell Frontier Oil & Gas Inc., and Shell Guld of Mexico Inc.

Big Foot Oil Producers Agreement dated effective March 3, 2011, originally by and between Chevron U.S.A. INC., Statoil Gulf of Mexico LLC, and Marubeni Oil & Gas (USA) Inc.

Big Foot Crude Oil Pipeline Construction and Use Agreement dated effective March 3, 2011, originally by and between Chevron U.S.A. INC., Statoil Gulf of Mexico LLC, Marubeni Oil & Gas (USA) Inc. and Enbridge Offshore Facilities, LLC.

Big Foot Oil Transportation Agreement dated effective March 3, 2011, by and among Marubeni Oil & Gas (USA) Inc. and Enbridge Offshore Facilities, LLC.

Dedication and Transportation Agreement dated effective March 3, 2011, originally by and between Amberjack Pipeline Company LLC, Chevron U.S.A. Inc., Statoil Marketing & Trading (US) Inc. and Marubeni Oil & Gas (USA) Inc.

Enbridge Guarantee in Favor of Owners, dated effective March 3, 2011, originally by and between Chevron U.S.A. Inc., Statoil Gulf of Mexico LLC, Marubeni Oil & Gas (USA) Inc. and Enbridge Inc.

First Amended and Restated NGL Bank Agreement dated effective June 1, 2016, originally by and between Allocation Specialists, Ltd., Marubeni Oil & Gas (USA) Inc. and Manta Ray Offshore Gathering Company, L.L.C.

Big Foot Long Lead AFE Letter Agreement for Ohio ("OH") Well, AFE No. UWXBGM3510, by and between Chevron U.S.A. Inc. Equinor Gulf of Mexico LLC, and Marubeni Oil & Gas (USA) LLC, dated October 16, 2023.

Big Foot Long Lead AFE Letter Agreement for Georgia ("GA") Well, AFE No. UWXBGM3511, by and between Chevron U.S.A. Inc. Equinor Gulf of Mexico LLC, and Marubeni Oil & Gas (USA) LLC, dated October 16, 2023.

Big Foot Long Lead AFE Letter Agreement for A12 Slot Preparation, AFE No. GOCPP-000412, by and between Chevron U.S.A. Inc., Equinor Gulf of Mexico LLC, and Marubeni Oil & Gas (USA) LLC, dated August 21, 2025.

Big Foot Long Lead AFE Letter Agreement for A12 Slot Materials Procurement, AFE No. UWGDL-D5500 (previously UWGDL-J5507), by and between Chevron U.S.A. Inc. Equinor Gulf of Mexico LLC, and Marubeni Oil & Gas (USA) LLC, dated March 19, 2025.

Big Foot Long Lead AFE Letter Agreement for ESP Related Purchases and VFD Equipment, AFE No. UWGDL-D4100, by and between Chevron U.S.A. Inc. Equinor Gulf of Mexico LLC, and Marubeni Oil & Gas (USA) LLC, dated January 14, 2025.

Big Foot Long Lead AFE Letter Agreement for Tennessee ("TN") Well, AFE No. UWGDL-D5502, by and between Chevron U.S.A. Inc. Equinor Gulf of Mexico LLC, and Marubeni Oil & Gas (USA) LLC, dated June 30, 2025.

Big Foot Long Lead AFE Letter Agreement for Oklahoma ("OK") Well, AFE No. GOCPP-001227, by and between Chevron U.S.A. Inc. Equinor Gulf of Mexico LLC, and Marubeni Oil & Gas (USA) LLC Chevron U.S.A. Inc. Equinor Gulf of Mexico LLC, and Marubeni Oil & Gas (USA) LLC, dated November 19, 2025.

Engagement of Outside Counsel Agreement, by and between Chevron U.S.A. Inc., Equinor Gulf of Mexico LLC, and Marubeni Oil & Gas (USA) Inc (now Marubeni Oil & Gas (USA) LLC), dated June 9, 2015.