

**Houston Energy, L.P.**

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RECEIVED  
ADJUDICATION SECTION  
JUN 10 2024



June 10, 2024

**Via FedEx Overnight**

Bureau of Ocean Energy Management  
Department of the Interior  
1201 Elmwood Park Boulevard  
New Orleans, LA 70123-2394  
Attention: Adjudication Unit – Mail Stop GM-276A

RE: Assignment of Overriding Royalty Interest  
in Oil & Gas Lease – OCS-G 36452  
Atwater 354 Delacroix Prospect  
Offshore, Louisiana

Ladies and Gentlemen:

Enclosed please find two originals of the following document:

**Title of Document:** Assignment of Overriding Royalty Interest in Oil and Gas Lease

**Identities of Parties to Document:** By and between TGS-NOPEC Geophysical Company, as Assignor and HEQ II Royalties, LLC, as Assignee

**Leases Affected:** OCS-G 36452

**Category to be Filed:** 5 = **Overriding Royalty**, Production Payment, Net Profit

**Service Fees:** Pay.Gov receipt enclosed in amount of \$34.00

Once this document has been processed please return a copy to my email address [salford@houstonenergyinc.com](mailto:salford@houstonenergyinc.com).  
If you should have any questions, my direct number is 713.586.5746.

Very truly yours,

**Houston Energy, L.P.**

Sue A. Alford  
Land Coordinator

**ASSIGNMENT OF OVERRIDING ROYALTY INTEREST  
IN OIL AND GAS LEASE**

UNITED STATES OF AMERICA	§	DELACROIX PROSPECT
	§	OCS-G 36452
OUTER CONTINENTAL SHELF	§	ATWATER VALLEY BLOCK 354

**THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN OIL AND GAS LEASE** (this "Assignment") is executed by and between TGS-NOPEC GEOPHYSICAL COMPANY, a Delaware corporation, whose address is 10451 Clay Road, Houston, Texas 77041 (hereinafter referred to as "Assignor" or "TGS") and HEQ II ROYALTIES, LLC, a Delaware limited liability company, whose address is 1200 Smith Street, Suite 2400, Houston, Texas 77002 (hereinafter referred to as "Assignee").

1.

**WHEREAS**, pursuant to that certain **ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN OIL AND GAS LEASE**, dated effective December 1, 2018, Houston Energy, L.P., Red Willow Offshore, LLC, CL&F Offshore LLC and Beacon Offshore Energy Exploration LLC conveyed to Assignor an overriding royalty interest (herein referred to as the "Overriding Royalty") in and to that certain Oil and Gas Lease of Submerged Lands bearing Serial number OCS-G 36452, dated December 1, 2018, between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC, CL&F Offshore LLC and Beacon Offshore Energy Exploration LLC, as Lessees, covering all of Block 354, Atwater Valley, OCS Official Protraction Diagram, NG 16-01, containing approximately 5,760.00 acres. The aforementioned assignment was recorded April 16, 2020 in the Conveyance records maintained by the Clerk of Court's office for Plaquemines Parish, Louisiana, in COB 1422, Page 648, under File Number 2020-00001255 (the "ORR Assignment").

2.

**WHEREAS**, pursuant to contractual arrangements, the Overriding Royalty, although acquired of record in the name of Assignor, is owned beneficially in equal proportions of fifty percent (50%) by each of Assignor and WESTERNGECO L.L.C., a Delaware limited liability company, with a principal place of business at 10001 Richmond Avenue, Houston, Texas 77042 (hereinafter referred to as "WesternGeco").

3.

**WHEREAS**, pursuant to that certain PURCHASE AND SALE AGREEMENT FOR WESTERNGECO RIGHTS, TITLE AND INTEREST IN OVERRIDING ROYALTY INTERESTS, dated effective March 28, 2024, WesternGeco agreed to convey to Assignee all of its beneficial right, title and interest in and to the Overriding Royalty (the "Purchase Agreement"), and in connection therewith WesternGeco agreed to arrange for Assignor, as the holder of record of the rights, title and interest to be conveyed, to enter into this

Assignment in order to convey to Assignee all of WesternGeco's beneficial rights, title and interest in and to the Overriding Royalty.

4.

**WHEREAS**, for the avoidance of doubt, none of Assignor's rights, title and/or interest in or to the Overriding Royalty are to or will be conveyed to Assignee by WesternGeco under the Purchase Agreement, under this Assignment or under any other arrangement.

5.

**NOW, THEREFORE**, effective as of the 1<sup>st</sup> day of April 2024, in consideration of the mutual advantages and benefits accruing to the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby and by these presents transfer, convey, sell and assign unto Assignee WesternGeco's undivided fifty percent (50%) of the Overriding Royalty (the "Assigned Interest"), subject to all of the terms and provisions of the ORR Assignment.

6.

Notwithstanding anything to the contrary in this Assignment: (i) any overriding royalty interest and payments due and/or owed by the original grantors/assignors and/or their successors, heirs and/or assigns for the Assigned Interest BEFORE APRIL 1, 2024 are retained by WesternGeco (irrespective of whether such production is sold before, on or after said date) and ARE NOT ASSIGNED by Assignor to Assignee, and (ii) any overriding royalty interest and payments due and/or owed by the original grantors/assignors and/or their successors, heirs and/or assigns for the Assigned Interest ON AND AFTER APRIL 1, 2024 go to Assignee and ARE ASSIGNED by Assignor to Assignee.

7.

This Assignment is made by Assignor in favor of Assignee without warranty of title, express or implied, and is made pursuant and subject to all of the terms and provisions set forth in the Purchase Agreement, to the extent same pertains to the Assigned Interest and to the same extent and with the same force and effect as if all of said terms and provisions were incorporated herein. THIS ASSIGNMENT IS MADE WITHOUT ANY WARRANTY OR REPRESENTATION WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ALL OF THE SAME BEING EXPRESSLY DISCLAIMED.

8.

WesternGeco joins in the execution of this Assignment in order to ratify and confirm all of the terms and provisions set forth herein and to acknowledge that the interests assigned hereunder by Assignor to Assignee represent the undivided fifty percent (50%) interest in and to the Overriding Royalty to which WesternGeco had contractual and

beneficial ownership and do not affect the remaining undivided fifty percent (50%) of the Overriding Royalty owned by Assignor.

**9.**

This Assignment may be executed in any number of counterparts, each of which shall be valid and binding with respect to the signatories thereto; however, this instrument or any counterpart hereof shall not be binding on any of the parties hereto unless and until this instrument or a counterpart hereof is executed by all of the parties.

**10.**

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

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**IN WITNESS WHEREOF**, this Assignment is executed as of the 22 day of April, 2024, but effective as of the 1<sup>st</sup> day of April 2024, in the presence of the undersigned competent witnesses.

**WITNESSES:**

Gena C Glover  
Print or Type Name: Gena C. Glover

Geisa C.C. Schrader  
Print or Type Name: GEISA C.C. Schrader

**ASSIGNOR:**

TGS-NOPEC GEOPHYSICAL COMPANY

By: D Bate  
Duncan Bate  
SVP Sales - Western Hemisphere

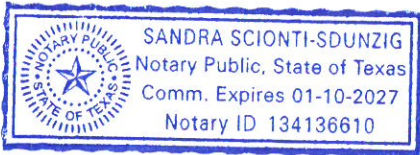
**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Duncan Bate, known to me to be the person whose name is subscribed to the foregoing instrument, as SVP Sales - Western Hemisphere of **TGS-NOPEC GEOPHYSICAL COMPANY**, and acknowledged to me that he executed same for and on behalf of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this 22 day of April, 2024.



Sandra Scionti-Sdunzig  
Notary Public, State of Texas  
Notary Name: Sandra Scionti-Sdunzig  
My Commission Expires on: 01-10-2027

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IN WITNESS WHEREOF, this Assignment is executed as of the 5<sup>th</sup> day of <sup>June</sup> April, 2024, but effective as of the 1<sup>st</sup> day of April 2024, in the presence of the undersigned competent witnesses.

**WITNESSES:**

**ASSIGNEE:**

Andrew M. Adams  
Print or Type Name: Andrew M. Adams

Kanessa V. Veltman  
Print or Type Name: Kanessa V. Veltman

HEQ II ROYALTIES, LLC

By: [Signature]  
Name: Heath Suire  
Title: Vice President

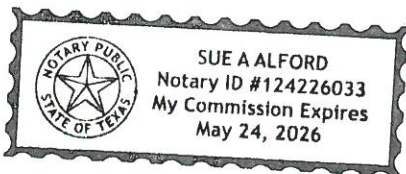
**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Heath Suire, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of **HEQ II ROYALTIES, LLC**, and acknowledged to me that he executed same for and on behalf of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this 5<sup>th</sup> day of <sup>June</sup> April, 2024.



[Signature]  
Notary Public, State of Texas  
Notary Name: Sue A. Alford  
My Commission Expires on: 5/24/2026

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**IN WITNESS WHEREOF**, this Assignment is executed as of the 30 day of May, 2024, but effective as of the 1<sup>st</sup> day of April 2024, in the presence of the undersigned competent witnesses.

**WITNESSES:**

Kevin Gowans  
Print or Type Name: Kevin Gowans

GARY POOLE  
Print or Type Name: GARY POOLE

**JOINDER:**

WESTERNGECO L.L.C.

By: Will Gowans  
Vice President

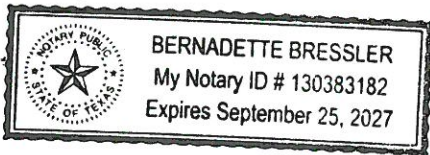
**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Will Gowans, known to me to be the person whose name is subscribed to the foregoing instrument, as Vice President of **WESTERNGECO L.L.C.**, and acknowledged to me that he executed same for and on behalf of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this 30 day of May, 2024.



Bernadette Bressler  
Notary Public, State of Texas  
Notary Name: Bernadette Bressler  
My Commission Expires on: Sep 25, 2027

[REMAINDER OF PAGE LEFT BLANK; NONE FOLLOWS]