HEO II ROYALTIES, LLC

ADJUDICATION SECTION

RECEIVED 29 OCT 2024



Two Allen Center 1200 Smith, Suite 2400 Houston, Texas 77002 Phone: (713) 586-5746 Fax: (713) 650-8305

vveltman@houstonenergyinc.com

October 29, 2024

Via Electronic Mail

Bureau of Ocean Energy Management Department of the Interior Adjudication Unit (GM 276A) 1201 Elmwood Park Boulevard New Orleans, LA 70123-2394

RE: Filing in Non-Required Document

Assignment of Overriding Royalty Interest Green Canyon, Block 39 - OCS-G 34966 Green Canyon, Block 40 - OCS-G 34536 Ewing Bank, Block 1009 – OCS-G 34878 Ewing Bank, Block 1010 - OCS-G 34879

Ladies and Gentlemen:

Enclosed please find two originals of the following:

Title of Document: Assignment of Overriding Royalty Interest

Identities of Parties to Document: TGS-NOPEC Geophysical Company as Assignor and HEO II Royalties.

LLC as Assignee

Lease Affected: OCS-G 34966, OCS-G 34536, OCS-G 34878, OCS-G 34879

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

Service Fees: Pay.gov receipt for \$136.00

Once this document has been filed, please return a processed copy to my attention.

Please contact me at 713.400.7781 or email <u>vveltman@houstonenergyinc.com</u> if you have any questions.

Sincerely,

HEQ II ROYALTIES, LLC

Vanessa V. Veltman, MBA

Senior Land Analyst

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN OIL AND GAS LEASES

UNITED STATES OF AMERICA

S

KATMAI PROSPECT

OUTER CONTINENTAL SHELF

S

OCS-G 34966, OCS-G 34536 GREEN CANYON BLOCKS 39, 40

OCS-G 34878, OCS-G 34879 EWING BANK BLOCKS 1009, 1010

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN OIL AND GAS LEASES (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, dated effective April 1, 2018, Fieldwood Energy, LLC, Ridgewood Katmai, LLC, and ILX Prospect Katmai, LLC conveyed to TGS an overriding royalty interest (herein referred to as the "Overriding Royalty") in and to those certain federal offshore leases listed on Exhibit A attached thereto. The aforementioned assignment was recorded (i) April 12, 2019 in the Conveyance records maintained by the Clerk of Court's office for Jefferson Parish, Louisiana, in Book 3419, Page 773, under Instrument Number 11916403, (ii) April 3, 2019 in the Conveyance records maintained by the Clerk of Court's office for Lafourche Parish, Louisiana, in Book 2131, Page 445, Instrument Number 1274946, and (iii) March 28, 2019 in the Conveyance records maintained by the Clerk of Court's office for Plaquemines Parish, Louisiana in Book 1409, Page 276, under File number 2019-00000969 (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, the following offshore leases described in the ORR Assignment have terminated: OCS-G 34676, Green Canyon Block 39; OCS-G 34537, Green Canyon Block 41; and OCS-G 34880, Ewing Bank Block 1011 (the "*Terminated Leases*");



WHEREAS, pursuant to that certain PURCHASE AND SALE AGREEMENT FOR WESTERNGECO RIGHTS, TITLE AND INTEREST IN CERTAIN OVERRIDING ROYALTY INTEREST (x1 Subject ORRI – Unit #754318002 (Katmai), United States, Gulf of Mexico), dated effective September 19, 2024, WesternGeco agreed to convey to Assignee all of its beneficial right, title and interest in and to the Overriding Royalty insofar and only insofar as to the following offshore leases that are described in the ORR Assignment and held by unit operations: (i) OCS-G 34966 (GC-39); (ii) OCS-G 34536 (GC-40); (iii) OCS-G 34878 (EW-1009); and (iv) OCS-G 34879 (EW-1010) (together, the "Remaining Leases", which are further described in Exhibit A attached hereto) (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 insofar and only insofar as same pertains to the Remaining Leases.

4.

WHEREAS, for the avoidance of doubt, no parts and/or portions of WesternGeco's undivided fifty percent (50%) interest of the Overriding Royalty insofar and only insofar as same pertains to the Terminated Leases are, were or will be conveyed to Assignee by WesternGeco (or by Assignor or any other person, entity or party) under the Purchase Agreement, under this Assignment or under any other arrangement.

5.

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.

6.

NOW, THEREFORE, effective as of the 1st day of October 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 all of WesternGeco's undivided fifty percent (50%) of the Overriding Royalty insofar and only insofar as the Overriding Royalty pertains to the Remaining Leases (the "Assigned Interest"), subject to all of the terms and provisions of the ORR Assignment.

7.

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 <u>BEFORE OCTOBER 1, 2024</u> are retained by WesternGeco (irrespective of whether such production is sold before, on or after said date) and <u>ARE NOT ASSIGNED</u> by Assignor to Assignee, <u>and</u> (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 <u>ON AND AFTER OCTOBER 1</u>, <u>2024</u> go to Assignee and <u>ARE ASSIGNED</u> by Assignor to Assignee.

8.

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.

9.

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 which pertains to the Remaining Leases and to which WesternGeco had contractual and beneficial ownership and do not affect: (i) any parts and/or portions of WesternGeco's undivided fifty percent (50%) interest in the Overriding Royalty that pertain to the Terminated Leases and/or (ii) the remaining undivided fifty percent (50%) of the Overriding Royalty owned by Assignor.

10.

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.

11.

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

[REMAINDER OF PAGE LEFT BLANK; ASSIGNOR SIGNATURE PAGE FOLLOWS]

957M SLB-Legal Approved

IN WITNESS WHEREOF, this Assignment is executed as of the 23 day of October. 2024, but effective as of the 1st day of October 2024, in the presence of the undersigned competent witnesses.

WITNESSES:

ASSIGNOR:

TGS-NOPEC GEOPHYSICAL COMPANY

By

SVP Sales - Western Hemsphere

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Linda Santiago, 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 B day of October, 2024.

Inene Vasques Marche

Notary Public, State of Texas

Notary Name: Fene Vasques

My Commission Expires on: 01-2

Inene Vasques Marcher
Notary Public, State of Texas

Notary Name: Irene Vasquez Marcha

My Commission Expires on: 01-27-2026

[REMAINDER OF PAGE LEFT BLANK; ASSIGNEE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment is executed as of the Aday of October. 2024, but effective as of the 1st day of October 2024, in the presence of the undersigned competent witnesses.

WITNESSES:

Print or Type Name: Vanes

ASSIGNEE:

HEQ II ROYALTIES, LLC

By:

Namer Heath Suire

Title:

Vice President

Print or Type Name: 1

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 24 day of October, 2024.

SUE A ALFORD Notary ID #124226033

Commission Expires May 24, 2026

Notary Public, State of Texas Notary Name: _

My Commission Expires on:

[REMAINDER OF PAGE LEFT BLANK; WESTERNGECO SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment is executed as of the <u>24</u> day of October, 2024, but effective as of the 1st day of October 2024, in the presence of the undersigned competent witnesses.

WITNESSES:

IOINDER:

WESTERNGERO

By:

Will Gowans Vice President

Print or Type Name: AURORA RODRIGUEL CASTELAN

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 24 day of October, 2024.

BERNADETTE BRESSLER
My Notary ID # 130383182
Expires September 25, 2027

Notary Public, State of Texas

Notary Name: Bernadelle Bressler

My Commission Expires on: September 25, 20 27

[REMAINDER OF PAGE LEFT BLANK; EXHIBIT A FOLLOWS]

SLE LEGAL APPLICA

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest in Oil and Gas Leases between TGS-NOPEC Geophysical Company, as Assignor, to HEQ II Royalties, LLC, as Assignee

Federal OCS Oil and Gas Lease bearing Serial No. OCS-G 34966, dated effective as of September 1, 2013, by and between the United States of America, as Lessor, and LLOG Bluewater Holdings, L.L.C., et al, as Lessees, covering the NE/4NE/4 and N/2SE/4NE/4 of Block 39, Green Canyon, OCS Official Protraction Diagram, NG15-03, containing approximately 540.00 acres, more or less.

Federal OCS Oil and Gas Lease bearing Serial No. OCS-G 34536, dated effective as of November 1, 2012, by and between the United States of America, as Lessor, and Noble Energy, Inc., as Lessee, covering all of Block 40, Green Canyon, OCS Official Protraction Diagram, NG15-03, containing approximately 5760.00 acres, more or less.

Federal OCS Oil and Gas Lease bearing Serial No. OCS-G 34878, dated effective as of August 1, 2013, by and between the United States of America, as Lessor, and Statoil Gulf of Mexico, LLC, as Lessee, covering all of Block 1009, Ewing Bank, OCS Official Protraction Diagram, NH15-12, containing approximately 5760.00 acres, more or less.

Federal OCS Oil and Gas Lease bearing Serial No. OCS-G 34879, dated effective as of August 1, 2013, by and between the United States of America, as Lessor, and Statoil Gulf of Mexico, LLC, as Lessee, covering all of Block 1010, Ewing Bank, OCS Official Protraction Diagram, NH15-12, containing approximately 5760.00 acres, more or less.

[REMAINDER OF PAGE LEFT BLANK; NONE FOLLOWS]

JSM SLB-Legal Approved

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN OIL AND GAS LEASES

UNITED STATES OF AMERICA § KATMAI PROSPECT

OUTER CONTINENTAL SHELF § OCS-G 34966, OCS-G 34536

GREEN CANYON BLOCKS 39, 40

OCS-G 34878, OCS-G 34879 EWING BANK BLOCKS 1009, 1010

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN OIL AND GAS LEASES (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, dated effective April 1, 2018, Fieldwood Energy, LLC, Ridgewood Katmai, LLC, and ILX Prospect Katmai, LLC conveyed to TGS an overriding royalty interest (herein referred to as the "Overriding Royalty") in and to those certain federal offshore leases listed on Exhibit A attached thereto. The aforementioned assignment was recorded (i) April 12, 2019 in the Conveyance records maintained by the Clerk of Court's office for Jefferson Parish, Louisiana, in Book 3419, Page 773, under Instrument Number 11916403, (ii) April 3, 2019 in the Conveyance records maintained by the Clerk of Court's office for Lafourche Parish, Louisiana, in Book 2131, Page 445, Instrument Number 1274946, and (iii) March 28, 2019 in the Conveyance records maintained by the Clerk of Court's office for Plaquemines Parish, Louisiana in Book 1409, Page 276, under File number 2019-00000969 (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, the following offshore leases described in the ORR Assignment have terminated: OCS-G 34676, Green Canyon Block 39; OCS-G 34537, Green Canyon Block 41; and OCS-G 34880, Ewing Bank Block 1011 (the "*Terminated Leases*");

SLB-Legal Approved

WHEREAS, pursuant to that certain PURCHASE AND SALE AGREEMENT FOR WESTERNGECO RIGHTS, TITLE AND INTEREST IN CERTAIN OVERRIDING ROYALTY INTEREST (x1 Subject ORRI – Unit #754318002 (Katmai), United States, Gulf of Mexico), dated effective September 19, 2024, WesternGeco agreed to convey to Assignee all of its beneficial right, title and interest in and to the Overriding Royalty insofar and only insofar as to the following offshore leases that are described in the ORR Assignment and held by unit operations: (i) OCS-G 34966 (GC-39); (ii) OCS-G 34536 (GC-40); (iii) OCS-G 34878 (EW-1009); and (iv) OCS-G 34879 (EW-1010) (together, the "Remaining Leases", which are further described in Exhibit A attached hereto) (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 insofar and only insofar as same pertains to the Remaining Leases.

4.

WHEREAS, for the avoidance of doubt, no parts and/or portions of WesternGeco's undivided fifty percent (50%) interest of the Overriding Royalty insofar and only insofar as same pertains to the Terminated Leases are, were or will be conveyed to Assignee by WesternGeco (or by Assignor or any other person, entity or party) under the Purchase Agreement, under this Assignment or under any other arrangement.

5.

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.

6.

NOW, THEREFORE, effective as of the 1st day of October 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 all of WesternGeco's undivided fifty percent (50%) of the Overriding Royalty insofar and only insofar as the Overriding Royalty pertains to the Remaining Leases (the "Assigned Interest"), subject to all of the terms and provisions of the ORR Assignment.

7.

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 <u>BEFORE OCTOBER 1, 2024</u> are retained by WesternGeco (irrespective of whether such production is sold before, on or after said date) and <u>ARE NOT ASSIGNED</u> by Assignor to Assignee, <u>and</u> (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 <u>ON AND AFTER OCTOBER 1</u>, <u>2024</u> go to Assignee and <u>ARE ASSIGNED</u> by Assignor to Assignee.

8.

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.

9.

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 which pertains to the Remaining Leases and to which WesternGeco had contractual and beneficial ownership and do not affect: (i) any parts and/or portions of WesternGeco's undivided fifty percent (50%) interest in the Overriding Royalty that pertain to the Terminated Leases and/or (ii) the remaining undivided fifty percent (50%) of the Overriding Royalty owned by Assignor.

10.

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.

11.

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

[REMAINDER OF PAGE LEFT BLANK; ASSIGNOR SIGNATURE PAGE FOLLOWS]

957M SLB-Legal Approved

IN WITNESS WHEREOF, this Assignment is executed as of the 23 day of October. 2024, but effective as of the 1st day of October 2024, in the presence of the undersigned competent witnesses.

WITNESSES:

ASSIGNOR:

TGS-NOPEC GEOPHYSICAL COMPANY

By

SVP Sales - Western Hemsphere

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Linda Santiago, 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 B day of October, 2024.

Inene Vasques Marche

Notary Public, State of Texas

Notary Name: Fene Vasques

My Commission Expires on: 01-2

Inene Vasques Marcher
Notary Public, State of Texas

Notary Name: Irene Vasquez Marcha

My Commission Expires on: 01-27-2026

[REMAINDER OF PAGE LEFT BLANK; ASSIGNEE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment is executed as of the Aday of October. 2024, but effective as of the 1st day of October 2024, in the presence of the undersigned competent witnesses.

WITNESSES:

Print or Type Name: Vanes

ASSIGNEE:

HEQ II ROYALTIES, LLC

By:

Namer Heath Suire

Title:

Vice President

Print or Type Name: 1

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 24 day of October, 2024.

SUE A ALFORD Notary ID #124226033

Commission Expires May 24, 2026

Notary Public, State of Texas Notary Name: _

My Commission Expires on:

[REMAINDER OF PAGE LEFT BLANK; WESTERNGECO SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment is executed as of the <u>24</u> day of October, 2024, but effective as of the 1st day of October 2024, in the presence of the undersigned competent witnesses.

WITNESSES:

IOINDER:

WESTERNGERO

By:

Will Gowans Vice President

Print or Type Name: AURORA RODRIGUEL CASTELAN

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 24 day of October, 2024.

BERNADETTE BRESSLER
My Notary ID # 130383182
Expires September 25, 2027

Notary Public, State of Texas

Notary Name: Bernadelle Bressler

My Commission Expires on: September 25, 20 27

[REMAINDER OF PAGE LEFT BLANK; EXHIBIT A FOLLOWS]

SLE LEGAL APPLICA

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest in Oil and Gas Leases between TGS-NOPEC Geophysical Company, as Assignor, to HEQ II Royalties, LLC, as Assignee

Federal OCS Oil and Gas Lease bearing Serial No. OCS-G 34966, dated effective as of September 1, 2013, by and between the United States of America, as Lessor, and LLOG Bluewater Holdings, L.L.C., et al, as Lessees, covering the NE/4NE/4 and N/2SE/4NE/4 of Block 39, Green Canyon, OCS Official Protraction Diagram, NG15-03, containing approximately 540.00 acres, more or less.

Federal OCS Oil and Gas Lease bearing Serial No. OCS-G 34536, dated effective as of November 1, 2012, by and between the United States of America, as Lessor, and Noble Energy, Inc., as Lessee, covering all of Block 40, Green Canyon, OCS Official Protraction Diagram, NG15-03, containing approximately 5760.00 acres, more or less.

Federal OCS Oil and Gas Lease bearing Serial No. OCS-G 34878, dated effective as of August 1, 2013, by and between the United States of America, as Lessor, and Statoil Gulf of Mexico, LLC, as Lessee, covering all of Block 1009, Ewing Bank, OCS Official Protraction Diagram, NH15-12, containing approximately 5760.00 acres, more or less.

Federal OCS Oil and Gas Lease bearing Serial No. OCS-G 34879, dated effective as of August 1, 2013, by and between the United States of America, as Lessor, and Statoil Gulf of Mexico, LLC, as Lessee, covering all of Block 1010, Ewing Bank, OCS Official Protraction Diagram, NH15-12, containing approximately 5760.00 acres, more or less.

[REMAINDER OF PAGE LEFT BLANK; NONE FOLLOWS]

JSM SLB-Legal Approved