

April 11, 2023

Sent by Email: boemadjudication@boem.gov

United States Department of Interior Bureau of Ocean Energy Management ("BOEM") Attention: Adjudication Section Mail Stop GM 276A 1201 Elmwood Park Boulevard New Orleans, Louisiana 70123-2394

RE: Filing of Non-Required Document

Assignment of Overriding Royalty Interests OCS-G 35080, Block 271, Walker Ridge OCS-G 35081, Block 272, Walker Ridge OCS-G 35733, Block 315, Walker Ridge OCS-G 35732, Block 227, Walker Ridge OCS-G 36084, Block 316, Walker Ridge OCS-G 36927, Block 228, Walker Ridge OCS-G 37327, Block 314, Walker Ridge

Ladies and Gentlemen:

Enclosed is one (1) copy of an Assignment of Overriding Royalty Interest in Federal OCS Oil and Gas Lease OCS-G 35080, Block 271, Walker Ridge, OCS-G 35081, Block 272, Walker Ridge, OCS-G 35733, Block 315, Walker Ridge, OCS-G 35732, Block 227, Walker Ridge, OCS-G 36084, Block 316, Walker Ridge, OCS-G 36927, Block 228, Walker Ridge, and OCS-G 37327, Block 314, Walker Ridge which has been recorded in Terrebonne Parish, St. Mary Parish and Iberia Parish ("Assignment").

We request that the Assignment be filed in the BOEM Non-Required records as follows:

Title of Document: Assignment of Overriding Royalty Interests

Leases Affected: OCS-G 35081, OCS-G 35080, OCS-G 35733, OCS-G 35732, OCS-G 36084, OCS-G 36927,

OCS-G 37327

Parties: Beacon Offshore Energy Exploration LLC, as Assignor

Equinor Gulf of Mexico LLC, as Assignee

Category: 5 – Overriding Royalty, Production Payment, Net Profit

Filing Fees: Pay.gov receipt in the amount of \$238.00

We thank you for your assistance in this matter and please do not hesitate to contact Felicia Barsh at (346) 388-0162 or fbarsh@beaconoffshore.com if you have any questions regarding this submittal.

Beacon Offshore Energy Exploration LLC



Commercial Land Analyst Enclosures

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

UNITED STATES OF AMERICA OUTER CONTINENTAL SHELF GULF OF MEXICO

§

§ KNOW ALL MEN BY THESE

§ PRESENTS

For and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Beacon Offshore Energy Exploration LLC, hereinafter sometimes referred to as "Assignor", does hereby grant, bargain, assign, sell, transfer and convey, by this conveyance ("ORRI Assignment"), unto Equinor Gulf of Mexico LLC, hereinafter sometimes referred to as "Assignee", subject to the provisions set forth herein below, an overriding royalty interest equal to: one percent of eight-eights (1.0% of 8/8ths) on all Production, proportionately reduced by the record title interest conveyed by Equinor Gulf of Mexico LLC to Beacon Offshore Energy Exploration LLC in each Lease by the Assignment Agreement (defined herein), which overriding royalty interest is due on the oil, gas, casinghead gas, condensate, distillate, gaseous substances and all other hydrocarbons ("Production") produced, saved, removed and sold from, or attributable to each of the following described federal Outer Continental Shelf Oil and Gas Lease(s) (the "Lease(s)"):

| Area | Block | OCS-G | Effective Date | Expiration Date | Delivered Overriding Royalty |
|--------------|-------|-------|-------------------|--------------------|------------------------------------|
| Walker Ridge | 271 | 35080 | 08/01/2013 | 07/31/2023 | 0.5% |
| Walker Ridge | 272 | 35081 | 08/01/2013 | 07/31/2023 | 0.5% |
| Walker Ridge | 315 | 35733 | 07/01/2015 | 06/30/2025 | 0.5% |
| Walker Ridge | 227 | 35732 | 07/01/2015 | 06/30/2025 | 0.5% |
| Walker Ridge | 316 | 36084 | 06/01/2017 | 05/31/2027 | 0.5% |
| Walker Ridge | 228 | 36927 | 07/01/2020 | 06/30/2030 | 1.0% |
| Walker Ridge | 314 | 37327 | 10/01/2022 | 09/30/2032 | 0.8% |

Such overriding royalty interest hereinafter shall be referred to as the "Overriding Royalty".

TO HAVE AND TO HOLD the Overriding Royalty conveyed herein unto Assignee, its successors, and assigns, are subject to all terms, covenants and conditions contained in that certain Assignment of Record Title and Supply of Well Information Agreement effective January 1, 2023, by and between Assignor and Assignee (the "Assignment Agreement"). This ORRI Assignment is made "AS IS", "WHERE IS", and for the consideration described in the Assignment Agreement, and Assignor shall warrant and defend the title to the Overriding Royalty unto Assignee against all claims arising by, through and under said Assignor, but not otherwise, and is accepted without warranty of title, express, statutory, or implied. Assignee shall have the right of full substitution and subrogation in and to any and all rights and actions of warranty which Assignor or Assignor's Affiliates or subsidiaries may have against any and all preceding owners or vendors of the Lease(s). The terms, covenants and conditions of the Assignment Agreement, a copy of which may be obtained from Assignor at the above referenced addresses if the Assignor and Assignee agree to

disclose the Assignment Agreement, are, to the extent applicable, incorporated herein by reference and if there is a conflict between the provisions of the Assignment Agreement and this ORRI Assignment, the provisions of the Assignment Agreement shall control. This ORRI Assignment is also subject to the following terms and provisions, to wit:

- 1. The value of Production which is produced, saved and sold from the lands covered by the Lease(s) and as to which payments to Assignee are made hereunder shall be computed and paid at the same time and in the same manner as the Lessor royalty is computed and paid under the applicable Lease (but without regard to any royalty relief, reduction or suspension under the Deep Water Royalty Relief Act or any other statute providing for royalty relief, reduction or suspension, whether presently or hereafter enacted or made applicable to the Lease(s)). The Overriding Royalty shall be paid free of all cost or expense of development or operations, except that Assignor may deduct any transportation costs and other costs or charges incurred in making oil, gas, or liquid hydrocarbons ready or available for market, provided that such costs are deductible from the Lessor's royalty under the terms of the Lease(s) or regulations applicable thereto. However, in no event and under no circumstances shall Assignee ever have any rights, except those expressly conferred herein or otherwise arising under applicable law, which are conferred upon the U. S. Department of Interior ("DOI") as Lessor ("Lessor") under the Lease(s).
- 2. The ORRI Assignment and conveyance of the Overriding Royalty shall never be deemed as imposing any obligation upon Assignor, or their respective successors or assigns, to conduct any drilling operations whatsoever upon the Lease(s), or to maintain any such operations once begun, or to continue production of oil or gas after once established, nor to protect the Lease(s) from drainage, nor to maintain the Lease(s) in effect by payment of delay rentals except as required by the Assignment Agreement, minimum royalties, drilling operations or otherwise, but all operations, if any, on the Lease(s) and the extent and duration thereof, as well as the preservation of the Lease(s) by rental payments or otherwise as required by the Assignment Agreement, shall be solely at the will of Assignor and the Overriding Royalty hereby conveyed shall be paid only if and when there is any production of oil or gas from the Lease(s) in accordance with the terms hereof. Nothing herein shall be construed to establish or create any express or implied covenants on behalf of Assignor to market any production derived from or attributable to the Lease(s) or to establish or create any of the express or implied covenants normally extended to a lessor of a mineral lease or to a working interest owner in a joint venture.
- 3. Assignor shall have the right and power to combine, pool, co-develop or unitize the Lease(s), or any portion(s) thereof, and the leasehold estate and overriding royalty ownership therein, including the Overriding Royalty conveyed hereby, with other lease(s) in the vicinity thereof when and as often as in Assignor's judgment it is necessary or advisable to do so in order to properly explore, develop and operate the Lease(s to facilitate the orderly development of the Lease(s) or to comply with the requirements of any law or governmental order or regulation relating to the spacing of wells for proration of the production therefrom. For purposes of computing the Overriding Royalty conveyed hereby, there shall be allocated to the said Overriding Royalty included in such pool or unit a pro rata portion of the oil, gas and other minerals produced from the pool or unit on the same basis that the production from the pool or unit is allocated to the Lease(s) under the unit agreement covering the Lease(s). It is agreed that Assignee shall receive, and will accept, on production from a pool or unit so pooled or unitized, only such proportion of the Overriding Royalty hereinabove specified as is allocated to the Lease(s) to which the Overriding Royalty apply/ies. It is understood and agreed that no formal pooling or declaration

- need be filed with respect to any such pool or unit, but only that the Lease(s) so subjected to a pool, unit or other cooperative agreement for the development of a common reservoir is as may be approved by the respective Lessor.
- 4. Notwithstanding anything herein to the contrary, the Overriding Royalty shall apply to, and only apply to Production produced, saved, removed and sold from (and/or attributable to) the Lease(s) and shall not apply to: (i) oil, gas and associated liquid hydrocarbons lost, including as a result of a blowout or other uncontrolled flow above the seabed; (ii) oil and gas flared or vented with volumes measured and adjusted for the platform and/or the DOI commingling approval; (iii) oil and gas used as fuel on the platform in support of producing, handling, transporting, and processing the oil and gas derived from or attributable to the Lease(s) with volumes measured and adjusted in accordance with any measurement and allocation agreement for the platform / infrastructure and/or DOI commingling approval; and (iv) other than the Production produced, saved, removed and sold from (and/or attributable to) the Lease(s) or the proceeds therefrom accruing to Assignor as a result of their respective ownership in the Lease(s) or contract(s) applicable thereto, benefits from and including, but not limited to, payments received pursuant to production handling agreements and platform space agreements, insurance settlement, and take or pay payments or settlement under or relating to gas sales contracts, contract buydowns and the like. All ad valorem, production, and other taxes chargeable against the Overriding Royalty's ownership or production shall be paid by Assignee.
- 5. In the event Assignor must reassign ("Reassignment") the Lease(s) to Assignee pursuant to the Assignment Agreement, Assignor shall return to Assignee the same net revenue interest as Assignee assigned to Assignor in the Assignment Agreement, and this ORRI Assignment shall terminate effective as of the effective date of the Reassignment.
- 6. Assignee, upon reasonable request, shall have the right to audit all records of Assignor relating to Assignee's Overriding Royalty Interest; provided, however, that all payments shall be deemed correct and no adjustments shall be made after the expiration of two (2) years for any payments (except as to payments for which an objection is raised within said two-year period). Assignee shall be provided copies, upon written request to the designated operator of the Lease(s), of all pertinent agreements describing its audit rights and Assignor shall make reasonable efforts to afford Assignee the opportunity to participate in any joint audit of the Lease(s) or any platform / infrastructure that my be conducted by non-operators.
- 7. Under no cirumstances shall the Assignor be liable to the Assignee or the Assignee liable to the Assignor for loss of profit, loss of reserves, loss of reservoir, business interruption, punitive damages or consequential or indirect damages of whatever nature relating to or in any way connected with this ORRI Assignment.
- 8. The provisions hereof shall inure to the benefit of and be binding upon the Assignor and Assignee and their respective successors or assigns; however, no change or division in the ownership of said Overriding Royalty shall be binding on Assignor until thirty (30) days after Assignor shall have been furnished with a certified copy or copies of the recorded instrument or instruments evidencing such change in ownership. Assignee covenants and agrees that the Assignment Agreement and this ORRI Assignment shall be referenced in any further assignment by Assignee and its successors and assigns and the covenants, obligations and agreements contained in this ORRI Assignment and in the Assignment Agreement, to the extent related to the Overriding

Royalty, shall be assumed by any such future Assignees and construed as covenants running with the land and the Lease(s) for the benefit of the Assignor and Assignee.

- 9. The obligations, duties, and liabilities of Assignor under this ORRI Assignment are individual or several and are not joint and several, or collective.
- 10. This ORRI Assignment may be executed by signing the original or a counterpart thereof. If this ORRI Assignment is executed in counterparts, all counterparts taken together shall have the same effect as if all the Parties had signed the same instrument, but no Party shall be bound to this ORRI Assignment unless and until all Parties have executed the original or a counterpart to the original.

IN WITNESS WHEREOF, this ORRI Assignment is executed by the Parties hereto on the date shown in their respective acknowledgments hereto but made effective for all purposes as of the 1st day of January, 2023 (the "Effective Date").

WITNESSES:

Assignor:

Beacon Offshore Energy Exploration LLC

Name: Marc Hensel

Title: President and Chief Financial Officer

Date: 3/3/1123

Printed Name: Soft Challyung

Printed Name: Derek Piffe

ACKNOWLEDGEMENT

STATE OF TEXAS HARRIS COUNTY

On this 3rd day of March, 2023, before me appeared Marc Hensel, to me personally known who, being by me duly sworn, did say that he is President and Chief Financial Officer for Beacon Offshore Energy Exploration LLC, a Delaware Limited Liability Company, and that said instrument was executed on behalf of said Company by authority of its Board of Directors, and the said appearer acknowledged said instrument to be the free act and deed of said Company.

Notary Public

My Commission Expires: Jamary 7, 2027



WITNESSES Assignee: **Equinor Gulf of Mexico LLC** Name: Alyssa Karotkin Title: Leader - Land Date: STATE OF TEXAS HARRIS COUNTY On this 2 day of MARCH 2023, before me appeared Alyssa Karotkin, to me personally known who, being by me duly sworn, did say that [s]he is Leader – Land for Equinor Gulf of Mexico LLC, a Delaware Limited Liability Company, and that said instrument was executed on behalf of said Company by authority of its Board of Directors, and the said appearer acknowledged said instrument to be the free act and deed of said Company. ANDREW CLARK IVIE **Notary Public** Notary Public, State of Texas

y Commission Expires:

Comm. Expires 05-09-2023 Netary ID 126753985

St. Mary Parish Recording Page

Cliff Dressel Clerk of Court 500 Main Street P.O. Drawer 1231 Franklin, LA 70538 (337) 828-4100

Received From:

CSC

First VENDOR

BEACON OFFSHORE ENERGY EXPLORATION LLC

First VENDEE

EQUINOR GULF OF MEXICO LLC

Index Type: CONVEYANCES File Number: 341110

Type of Document: ASSIGNMENT

Book: 440 Page: 763

Recording Pages: 6

Recorded Information

hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Mary Parish, Louisiana.

Cliff Dressel

On (Recorded Date) . 03/14/2023

At (Recorded Time) 1.03.32PM

Return To: CSC

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

UNITED STATES OF AMERICA OUTER CONTINENTAL SHELF GULF OF MEXICO

§ KNOW ALL MEN BY THESE

§ PRESENTS

For and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Beacon Offshore Energy Exploration LLC, hereinafter sometimes referred to as "Assignor", does hereby grant, bargain, assign, sell, transfer and convey, by this conveyance ("ORRI Assignment"), unto Equinor Gulf of Mexico LLC, hereinafter sometimes referred to as "Assignee", subject to the provisions set forth herein below, an overriding royalty interest equal to: one percent of eight-eights (1.0% of 8/8ths) on all Production, proportionately reduced by the record title interest conveyed by Equinor Gulf of Mexico LLC to Beacon Offshore Energy Exploration LLC in each Lease by the Assignment Agreement (defined herein), which overriding royalty interest is due on the oil, gas, casinghead gas, condensate, distillate, gaseous substances and all other hydrocarbons ("Production") produced, saved, removed and sold from, or attributable to each of the following described federal Outer Continental Shelf Oil and Gas Lease(s) (the "Lease(s)"):

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disclose the Assignment Agreement, are, to the extent applicable, incorporated herein by reference and if there is a conflict between the provisions of the Assignment Agreement and this ORRI Assignment, the provisions of the Assignment Agreement shall control. This ORRI Assignment is also subject to the following terms and provisions, to wit:

- 1. The value of Production which is produced, saved and sold from the lands covered by the Lease(s) and as to which payments to Assignee are made hereunder shall be computed and paid at the same time and in the same manner as the Lessor royalty is computed and paid under the applicable Lease (but without regard to any royalty relief, reduction or suspension under the Deep Water Royalty Relief Act or any other statute providing for royalty relief, reduction or suspension, whether presently or hereafter enacted or made applicable to the Lease(s)). The Overriding Royalty shall be paid free of all cost or expense of development or operations, except that Assignor may deduct any transportation costs and other costs or charges incurred in making oil, gas, or liquid hydrocarbons ready or available for market, provided that such costs are deductible from the Lessor's royalty under the terms of the Lease(s) or regulations applicable thereto. However, in no event and under no circumstances shall Assignee ever have any rights, except those expressly conferred herein or otherwise arising under applicable law, which are conferred upon the U. S. Department of Interior ("DOI") as Lessor ("Lessor") under the Lease(s).
- 2. The ORRI Assignment and conveyance of the Overriding Royalty shall never be deemed as imposing any obligation upon Assignor, or their respective successors or assigns, to conduct any drilling operations whatsoever upon the Lease(s), or to maintain any such operations once begun, or to continue production of oil or gas after once established, nor to protect the Lease(s) from drainage, nor to maintain the Lease(s) in effect by payment of delay rentals except as required by the Assignment Agreement, minimum royalties, drilling operations or otherwise, but all operations, if any, on the Lease(s) and the extent and duration thereof, as well as the preservation of the Lease(s) by rental payments or otherwise as required by the Assignment Agreement, shall be solely at the will of Assignor and the Overriding Royalty hereby conveyed shall be paid only if and when there is any production of oil or gas from the Lease(s) in accordance with the terms hereof. Nothing herein shall be construed to establish or create any express or implied covenants on behalf of Assignor to market any production derived from or attributable to the Lease(s) or to establish or create any of the express or implied covenants normally extended to a lessor of a mineral lease or to a working interest owner in a joint venture.
- 3. Assignor shall have the right and power to combine, pool, co-develop or unitize the Lease(s), or any portion(s) thereof, and the leasehold estate and overriding royalty ownership therein, including the Overriding Royalty conveyed hereby, with other lease(s) in the vicinity thereof when and as often as in Assignor's judgment it is necessary or advisable to do so in order to properly explore, develop and operate the Lease(s to facilitate the orderly development of the Lease(s) or to comply with the requirements of any law or governmental order or regulation relating to the spacing of wells for proration of the production therefrom. For purposes of computing the Overriding Royalty conveyed hereby, there shall be allocated to the said Overriding Royalty included in such pool or unit a pro rata portion of the oil, gas and other minerals produced from the pool or unit on the same basis that the production from the pool or unit is allocated to the Lease(s) under the unit agreement covering the Lease(s). It is agreed that Assignee shall receive, and will accept, on production from a pool or unit so pooled or unitized, only such proportion of the Overriding Royalty hereinabove specified as is allocated to the Lease(s) to which the Overriding Royalty apply/ies. It is understood and agreed that no formal pooling or declaration

need be filed with respect to any such pool or unit, but only that the Lease(s) so subjected to a pool, unit or other cooperative agreement for the development of a common reservoir is as may be approved by the respective Lessor.

- 4. Notwithstanding anything herein to the contrary, the Overriding Royalty shall apply to, and only apply to Production produced, saved, removed and sold from (and/or attributable to) the Lease(s) and shall not apply to: (i) oil, gas and associated liquid hydrocarbons lost, including as a result of a blowout or other uncontrolled flow above the seabed; (ii) oil and gas flared or vented with volumes measured and adjusted for the platform and/or the DOI commingling approval; (iii) oil and gas used as fuel on the platform in support of producing, handling, transporting, and processing the oil and gas derived from or attributable to the Lease(s) with volumes measured and adjusted in accordance with any measurement and allocation agreement for the platform / infrastructure and/or DOI commingling approval; and (iv) other than the Production produced, saved, removed and sold from (and/or attributable to) the Lease(s) or the proceeds therefrom accruing to Assignor as a result of their respective ownership in the Lease(s) or contract(s) applicable thereto, benefits from and including, but not limited to, payments received pursuant to production handling agreements and platform space agreements, insurance settlement, and take or pay payments or settlement under or relating to gas sales contracts, contract buydowns and the like. All ad valorem, production, and other taxes chargeable against the Overriding Royalty's ownership or production shall be paid by Assignee.
- 5. In the event Assignor must reassign ("Reassignment") the Lease(s) to Assignee pursuant to the Assignment Agreement, Assignor shall return to Assignee the same net revenue interest as Assignee assigned to Assignor in the Assignment Agreement, and this ORRI Assignment shall terminate effective as of the effective date of the Reassignment.
- 6. Assignee, upon reasonable request, shall have the right to audit all records of Assignor relating to Assignee's Overriding Royalty Interest; provided, however, that all payments shall be deemed correct and no adjustments shall be made after the expiration of two (2) years for any payments (except as to payments for which an objection is raised within said two-year period). Assignee shall be provided copies, upon written request to the designated operator of the Lease(s), of all pertinent agreements describing its audit rights and Assignor shall make reasonable efforts to afford Assignee the opportunity to participate in any joint audit of the Lease(s) or any platform / infrastructure that my be conducted by non-operators.
- 7. Under no cirumstances shall the Assignor be liable to the Assignee or the Assignee liable to the Assignor for loss of profit, loss of reserves, loss of reservoir, business interruption, punitive damages or consequential or indirect damages of whatever nature relating to or in any way connected with this ORRI Assignment.
- 8. The provisions hereof shall inure to the benefit of and be binding upon the Assignor and Assignee and their respective successors or assigns; however, no change or division in the ownership of said Overriding Royalty shall be binding on Assignor until thirty (30) days after Assignor shall have been furnished with a certified copy or copies of the recorded instrument or instruments evidencing such change in ownership. Assignee covenants and agrees that the Assignment Agreement and this ORRI Assignment shall be referenced in any further assignment by Assignee and its successors and assigns and the covenants, obligations and agreements contained in this ORRI Assignment and in the Assignment Agreement, to the extent related to the Overriding

Royalty, shall be assumed by any such future Assignees and construed as covenants running with the land and the Lease(s) for the benefit of the Assignor and Assignee.

- 9. The obligations, duties, and liabilities of Assignor under this ORRI Assignment are individual or several and are not joint and several, or collective.
- 10. This ORRI Assignment may be executed by signing the original or a counterpart thereof. If this ORRI Assignment is executed in counterparts, all counterparts taken together shall have the same effect as if all the Parties had signed the same instrument, but no Party shall be bound to this ORRI Assignment unless and until all Parties have executed the original or a counterpart to the original.

IN WITNESS WHEREOF, this ORRI Assignment is executed by the Parties hereto on the date shown in their respective acknowledgments hereto but made effective for all purposes as of the 1st day of January, 2023 (the "Effective Date").

WITNESSES:

Assignor:

Beacon Offshore Energy Exploration LLC

Name: Marc Hensel

Title: President and Chief Financial Officer

Date: 3/3/112

ACKNOWLEDGEMENT

STATE OF TEXAS HARRIS COUNTY

Printed Name: Derek 2:4

On this 3rd day of March , 2023, before me appeared Marc Hensel, to me personally known who, being by me duly sworn, did say that he is President and Chief Financial Officer for Beacon Offshore Energy Exploration LLC, a Delaware Limited Liability Company, and that said instrument was executed on behalf of said Company by authority of its Board of Directors, and the said appearer acknowledged said instrument to be the free act and deed of said Company.

Notary Public

My Commission Expires: Farmary 7, 2027

SARA STEED
Notary ID #128487234
My Commission Expires
January 7, 2027

WITNESSES

Printed Name: LIPASNA GUNTA

Assignee:

Equinor Gulf of Mexico LLC

Name:

Alyssa Karotkin

Title:

Leader - Land Date: 3/2/23

STATE OF TEXAS HARRIS COUNTY

On this 2 day of MARCH 2023, before me appeared Alyssa Karotkin, to me personally known who, being by me duly sworn, did say that [s]he is Leader – Land for Equinor Gulf of Mexico LLC, a Delaware Limited Liability Company, and that said instrument was executed on behalf of said Company by authority of its Board of Directors, and the said appearer acknowledged said instrument to be the free act and deed of said Company.

Notary Public

ANDREW CLARK IVIE Notary Public, State of Texas Comm. Expires 05-09-2023

Notary ID 126753985

y Commission Expires: 5-9-23

Terrebonne Parish Recording Page

Theresa A. Robichaux Clerk Of Court P.O. Box 1569 Houma, LA 70361-1569 (985) 868-5660

Received From:

CSC ERECORDING ACCOUNT

First VENDOR

BEACON OFFSHORE ENERGY EXPLORATION L L C

First VENDEE

EQUINOR GULF OF MEXICO L L C

Index Type:

CONVEYANCES

File #: 1668610

Type of Document: ASSIGNMENT

Book: 2702

Page: 401

Recording Pages:

6

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana.

Therem A Robinham

Clerk of Court

eRecorded

On (Recorded Date): 03/14/2023

At (Recorded Time): 12:34:56PM

CLERK OF COURT
THERESA A. ROBICHAUX
Parish of Terrebonne
I certify that this is a true copy of the attached

document that was filed for registry and
Recorded 03/14/2023 at 12:34:56
Recorded in Book 2702 Page 401
File Number 1668610

Elava

Fers

Deputy Clerk

Return To: CSC ERECORDING ACCOUNT

Terrebonne Parish Recording Page

Theresa A. Robichaux Clerk Of Court

P.O. Box 1569 Houma, LA 70361-1569 (985) 868-5660

Received From:

CSC ERECORDING ACCOUNT

First VENDOR

BEACON OFFSHORE ENERGY EXPLORATION L L C

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EQUINOR GULF OF MEXICO L L C

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Theresa A. Robichamp

eRecorded

On (Recorded Date) . 03/14/2023

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UNITED STATES OF AMERICA OUTER CONTINENTAL SHELF GULF OF MEXICO

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| Walker Ridge | 272 | 35081 | 08/01/2013 | 07/31/2023 | 0.5% |
| Walker Ridge | 315 | 35733 | 07/01/2015 | 06/30/2025 | 0.5% |
| Walker Ridge | 227 | 35732 | 07/01/2015 | 06/30/2025 | 0.5% |
| Walker Ridge | 316 | 36084 | 06/01/2017 | 05/31/2027 | 0.5% |
| Walker Ridge | 228 | 36927 | 07/01/2020 | 06/30/2030 | 1.0% |
| Walker Ridge | 314 | 37327 | 10/01/2022 | 09/30/2032 | 0.8% |

Such overriding royalty interest hereinafter shall be referred to as the "Overriding Royalty".

TO HAVE AND TO HOLD the Overriding Royalty conveyed herein unto Assignee, its successors, and assigns, are subject to all terms, covenants and conditions contained in that certain Assignment of Record Title and Supply of Well Information Agreement effective January 1, 2023, by and between Assignor and Assignee (the "Assignment Agreement"). This ORRI Assignment is made "AS IS", "WHERE IS", and for the consideration described in the Assignment Agreement, and Assignor shall warrant and defend the title to the Overriding Royalty unto Assignee against all claims arising by, through and under said Assignor, but not otherwise, and is accepted without warranty of title, express, statutory, or implied. Assignee shall have the right of full substitution and subrogation in and to any and all rights and actions of warranty which Assignor or Assignor's Affiliates or subsidiaries may have against any and all preceding owners or vendors of the Lease(s). The terms, covenants and conditions of the Assignment Agreement, a copy of which may be obtained from Assignor at the above referenced addresses if the Assignor and Assignee agree to

disclose the Assignment Agreement, are, to the extent applicable, incorporated herein by reference and if there is a conflict between the provisions of the Assignment Agreement and this ORRI Assignment, the provisions of the Assignment Agreement shall control. This ORRI Assignment is also subject to the following terms and provisions, to wit:

- 1. The value of Production which is produced, saved and sold from the lands covered by the Lease(s) and as to which payments to Assignee are made hereunder shall be computed and paid at the same time and in the same manner as the Lessor royalty is computed and paid under the applicable Lease (but without regard to any royalty relief, reduction or suspension under the Deep Water Royalty Relief Act or any other statute providing for royalty relief, reduction or suspension, whether presently or hereafter enacted or made applicable to the Lease(s)). The Overriding Royalty shall be paid free of all cost or expense of development or operations, except that Assignor may deduct any transportation costs and other costs or charges incurred in making oil, gas, or liquid hydrocarbons ready or available for market, provided that such costs are deductible from the Lessor's royalty under the terms of the Lease(s) or regulations applicable thereto. However, in no event and under no circumstances shall Assignee ever have any rights, except those expressly conferred herein or otherwise arising under applicable law, which are conferred upon the U. S. Department of Interior ("DOI") as Lessor ("Lessor") under the Lease(s).
- 2. The ORRI Assignment and conveyance of the Overriding Royalty shall never be deemed as imposing any obligation upon Assignor, or their respective successors or assigns, to conduct any drilling operations whatsoever upon the Lease(s), or to maintain any such operations once begun, or to continue production of oil or gas after once established, nor to protect the Lease(s) from drainage, nor to maintain the Lease(s) in effect by payment of delay rentals except as required by the Assignment Agreement, minimum royalties, drilling operations or otherwise, but all operations, if any, on the Lease(s) and the extent and duration thereof, as well as the preservation of the Lease(s) by rental payments or otherwise as required by the Assignment Agreement, shall be solely at the will of Assignor and the Overriding Royalty hereby conveyed shall be paid only if and when there is any production of oil or gas from the Lease(s) in accordance with the terms hereof. Nothing herein shall be construed to establish or create any express or implied covenants on behalf of Assignor to market any production derived from or attributable to the Lease(s) or to establish or create any of the express or implied covenants normally extended to a lessor of a mineral lease or to a working interest owner in a joint venture.
- 3. Assignor shall have the right and power to combine, pool, co-develop or unitize the Lease(s), or any portion(s) thereof, and the leasehold estate and overriding royalty ownership therein, including the Overriding Royalty conveyed hereby, with other lease(s) in the vicinity thereof when and as often as in Assignor's judgment it is necessary or advisable to do so in order to properly explore, develop and operate the Lease(s to facilitate the orderly development of the Lease(s) or to comply with the requirements of any law or governmental order or regulation relating to the spacing of wells for proration of the production therefrom. For purposes of computing the Overriding Royalty conveyed hereby, there shall be allocated to the said Overriding Royalty included in such pool or unit a pro rata portion of the oil, gas and other minerals produced from the pool or unit on the same basis that the production from the pool or unit is allocated to the Lease(s) under the unit agreement covering the Lease(s). It is agreed that Assignee shall receive, and will accept, on production from a pool or unit so pooled or unitized, only such proportion of the Overriding Royalty hereinabove specified as is allocated to the Lease(s) to which the Overriding Royalty apply/ies. It is understood and agreed that no formal pooling or declaration

need be filed with respect to any such pool or unit, but only that the Lease(s) so subjected to a pool, unit or other cooperative agreement for the development of a common reservoir is as may be approved by the respective Lessor.

- 4. Notwithstanding anything herein to the contrary, the Overriding Royalty shall apply to, and only apply to Production produced, saved, removed and sold from (and/or attributable to) the Lease(s) and shall not apply to: (i) oil, gas and associated liquid hydrocarbons lost, including as a result of a blowout or other uncontrolled flow above the seabed; (ii) oil and gas flared or vented with volumes measured and adjusted for the platform and/or the DOI commingling approval; (iii) oil and gas used as fuel on the platform in support of producing, handling, transporting, and processing the oil and gas derived from or attributable to the Lease(s) with volumes measured and adjusted in accordance with any measurement and allocation agreement for the platform / infrastructure and/or DOI commingling approval; and (iv) other than the Production produced. saved, removed and sold from (and/or attributable to) the Lease(s) or the proceeds therefrom accruing to Assignor as a result of their respective ownership in the Lease(s) or contract(s) applicable thereto, benefits from and including, but not limited to, payments received pursuant to production handling agreements and platform space agreements, insurance settlement, and take or pay payments or settlement under or relating to gas sales contracts, contract buydowns and the like. All ad valorem, production, and other taxes chargeable against the Overriding Royalty's ownership or production shall be paid by Assignee.
- 5. In the event Assignor must reassign ("Reassignment") the Lease(s) to Assignee pursuant to the Assignment Agreement, Assignor shall return to Assignee the same net revenue interest as Assignee assigned to Assignor in the Assignment Agreement, and this ORRI Assignment shall terminate effective as of the effective date of the Reassignment.
- 6. Assignee, upon reasonable request, shall have the right to audit all records of Assignor relating to Assignee's Overriding Royalty Interest; provided, however, that all payments shall be deemed correct and no adjustments shall be made after the expiration of two (2) years for any payments (except as to payments for which an objection is raised within said two-year period). Assignee shall be provided copies, upon written request to the designated operator of the Lease(s), of all pertinent agreements describing its audit rights and Assignor shall make reasonable efforts to afford Assignee the opportunity to participate in any joint audit of the Lease(s) or any platform / infrastructure that my be conducted by non-operators.
- 7. Under no cirumstances shall the Assignor be liable to the Assignee or the Assignee liable to the Assignor for loss of profit, loss of reserves, loss of reservoir, business interruption, punitive damages or consequential or indirect damages of whatever nature relating to or in any way connected with this ORRI Assignment.
- 8. The provisions hereof shall inure to the benefit of and be binding upon the Assignor and Assignee and their respective successors or assigns; however, no change or division in the ownership of said Overriding Royalty shall be binding on Assignor until thirty (30) days after Assignor shall have been furnished with a certified copy or copies of the recorded instrument or instruments evidencing such change in ownership. Assignee covenants and agrees that the Assignment Agreement and this ORRI Assignment shall be referenced in any further assignment by Assignee and its successors and assigns and the covenants, obligations and agreements contained in this ORRI Assignment and in the Assignment Agreement, to the extent related to the Overriding

Royalty, shall be assumed by any such future Assignees and construed as covenants running with the land and the Lease(s) for the benefit of the Assignor and Assignee.

- 9. The obligations, duties, and liabilities of Assignor under this ORRI Assignment are individual or several and are not joint and several, or collective.
- 10. This ORRI Assignment may be executed by signing the original or a counterpart thereof. If this ORRI Assignment is executed in counterparts, all counterparts taken together shall have the same effect as if all the Parties had signed the same instrument, but no Party shall be bound to this ORRI Assignment unless and until all Parties have executed the original or a counterpart to the original.

IN WITNESS WHEREOF, this ORRI Assignment is executed by the Parties hereto on the date shown in their respective acknowledgments hereto but made effective for all purposes as of the 1st day of January, 2023 (the "Effective Date").

WITNESSES:

Assignor:

Beacon Offshore Energy Exploration LLC

Name:

President and Chief Financial Officer Title:

Date:

Printed Name: Derek 2:He

ACKNOWLEDGEMENT

STATE OF TEXAS HARRIS COUNTY

On this 3rd day of March, 2023, before me appeared Marc Hensel, to me personally known who, being by me duly sworn, did say that he is President and Chief Financial Officer for Beacon Offshore Energy Exploration LLC, a Delaware Limited Liability Company, and that said instrument was executed on behalf of said Company by authority of its Board of Directors, and the said appearer acknowledged said instrument to be the free act and deed of said Company.

My Commission Expires: Jamary 7, 2007



WITNESSES

Printed Name: Ecolo Marsel

Printed Name: LIPASNA GUNTA

Assignee:

Equinor Gulf of Mexico LLC

By: //
Name:

Alyssa Karotkin

Title: Date:

Leader - Land 3/2/23

STATE OF TEXAS HARRIS COUNTY

On this 2 day of MARCH , 2023, before me appeared Alyssa Karotkin, to me personally known who, being by me duly sworn, did say that [s]he is Leader – Land for Equinor Gulf of Mexico LLC, a Delaware Limited Liability Company, and that said instrument was executed on behalf of said Company by authority of its Board of Directors, and the said appearer acknowledged said instrument to be the free act and deed of said Company.

Notary Public

ANDREW CLARK IVIE Notary Public, State of Texas Comm. Expires 05-09-2023

Notary ID 126753985

y Commission Expires:

5-9-23





Iberia Parish Clerk of Court P.O. Box 12010 New Iberia, LA 70562

Phone (337) 365-7282

David Ditch Clerk of Court Parish of Iberia

Instrument Number: 12340

Book/Index: COB

Document Type: ASSIGNMENT

Recording Date: 3/14/23 2:23:48 PM

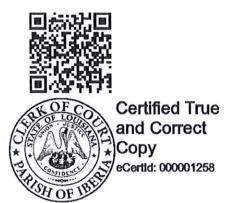
Page Count: 5 not including this page

Intake Via: eRecording

Grantor 1: BEACON OFFSHORE ENERGY EXPLORATION LLC

Grantee 1: EQUINOR GULF OF MEXICO LLC

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND SHOULD BE RETAINED WITH ANY COPIES.





Mallary f Mallary Jones

David Ditch

Iberia Parish Clerk Of Court

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

UNITED STATES OF AMERICA OUTER CONTINENTAL SHELF GULF OF MEXICO 5

§ KNOW ALL MEN BY THESE

§ PRESENTS

For and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Beacon Offshore Energy Exploration LLC, hereinafter sometimes referred to as "Assignor", does hereby grant, bargain, assign, sell, transfer and convey, by this conveyance ("ORRI Assignment"), unto Equinor Gulf of Mexico LLC, hereinafter sometimes referred to as "Assignee", subject to the provisions set forth herein below, an overriding royalty interest equal to: one percent of eight-eights (1.0% of 8/8ths) on all Production, proportionately reduced by the record title interest conveyed by Equinor Gulf of Mexico LLC to Beacon Offshore Energy Exploration LLC in each Lease by the Assignment Agreement (defined herein), which overriding royalty interest is due on the oil, gas, casinghead gas, condensate, distillate, gaseous substances and all other hydrocarbons ("Production") produced, saved, removed and sold from, or attributable to each of the following described federal Outer Continental Shelf Oil and Gas Lease(s) (the "Lease(s)"):

| Area | Block | OCS-G | Effective Date | Expiration Date | Delivered Overriding Royalty |
|--------------|-------|-------|-------------------|--------------------|------------------------------------|
| Walker Ridge | 271 | 35080 | 08/01/2013 | 07/31/2023 | 0.5% |
| Walker Ridge | 272 | 35081 | 08/01/2013 | 07/31/2023 | 0.5% |
| Walker Ridge | 315 | 35733 | 07/01/2015 | 06/30/2025 | 0.5% |
| Walker Ridge | 227 | 35732 | 07/01/2015 | 06/30/2025 | 0.5% |
| Walker Ridge | 316 | 36084 | 06/01/2017 | 05/31/2027 | 0.5% |
| Walker Ridge | 228 | 36927 | 07/01/2020 | 06/30/2030 | 1.0% |
| Walker Ridge | 314 | 37327 | 10/01/2022 | 09/30/2032 | 0.8% |

Such overriding royalty interest hereinafter shall be referred to as the "Overriding Royalty".

TO HAVE AND TO HOLD the Overriding Royalty conveyed herein unto Assignee, its successors, and assigns, are subject to all terms, covenants and conditions contained in that certain Assignment of Record Title and Supply of Well Information Agreement effective January 1, 2023, by and between Assignor and Assignee (the "Assignment Agreement"). This ORRI Assignment is made "AS IS", "WHERE IS", and for the consideration described in the Assignment Agreement, and Assignor shall warrant and defend the title to the Overriding Royalty unto Assignee against all claims arising by, through and under said Assignor, but not otherwise, and is accepted without warranty of title, express, statutory, or implied. Assignee shall have the right of full substitution and subrogation in and to any and all rights and actions of warranty which Assignor or Assignor's Affiliates or subsidiaries may have against any and all preceding owners or vendors of the Lease(s). The terms, covenants and conditions of the Assignment Agreement, a copy of which may be obtained from Assignor at the above referenced addresses if the Assignor and Assignee agree to



David Ditch

Iberia Parish Clerk Of Court

Generated Date:

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disclose the Assignment Agreement, are, to the extent applicable, incorporated herein by reference and if there is a conflict between the provisions of the Assignment Agreement and this ORRI Assignment, the provisions of the Assignment Agreement shall control. This ORRI Assignment is also subject to the following terms and provisions, to wit:

- 1. The value of Production which is produced, saved and sold from the lands covered by the Lease(s) and as to which payments to Assignee are made hereunder shall be computed and paid at the same time and in the same manner as the Lessor royalty is computed and paid under the applicable Lease (but without regard to any royalty relief, reduction or suspension under the Deep Water Royalty Relief Act or any other statute providing for royalty relief, reduction or suspension, whether presently or hereafter enacted or made applicable to the Lease(s)). The Overriding Royalty shall be paid free of all cost or expense of development or operations, except that Assignor may deduct any transportation costs and other costs or charges incurred in making oil, gas, or liquid hydrocarbons ready or available for market, provided that such costs are deductible from the Lessor's royalty under the terms of the Lease(s) or regulations applicable thereto. However, in no event and under no circumstances shall Assignee ever have any rights, except those expressly conferred herein or otherwise arising under applicable law, which are conferred upon the U. S. Department of Interior ("DOI") as Lessor ("Lessor") under the Lease(s).
- 2. The ORRI Assignment and conveyance of the Overriding Royalty shall never be deemed as imposing any obligation upon Assignor, or their respective successors or assigns, to conduct any drilling operations whatsoever upon the Lease(s), or to maintain any such operations once begun, or to continue production of oil or gas after once established, nor to protect the Lease(s) from drainage, nor to maintain the Lease(s) in effect by payment of delay rentals except as required by the Assignment Agreement, minimum royalties, drilling operations or otherwise, but all operations, if any, on the Lease(s) and the extent and duration thereof, as well as the preservation of the Lease(s) by rental payments or otherwise as required by the Assignment Agreement, shall be solely at the will of Assignor and the Overriding Royalty hereby conveyed shall be paid only if and when there is any production of oil or gas from the Lease(s) in accordance with the terms hereof. Nothing herein shall be construed to establish or create any express or implied covenants on behalf of Assignor to market any production derived from or attributable to the Lease(s) or to establish or create any of the express or implied covenants normally extended to a lessor of a mineral lease or to a working interest owner in a joint venture.
- 3. Assignor shall have the right and power to combine, pool, co-develop or unitize the Lease(s), or any portion(s) thereof, and the leasehold estate and overriding royalty ownership therein, including the Overriding Royalty conveyed hereby, with other lease(s) in the vicinity thereof when and as often as in Assignor's judgment it is necessary or advisable to do so in order to properly explore, develop and operate the Lease(s to facilitate the orderly development of the Lease(s) or to comply with the requirements of any law or governmental order or regulation relating to the spacing of wells for proration of the production therefrom. For purposes of computing the Overriding Royalty conveyed hereby, there shall be allocated to the said Overriding Royalty included in such pool or unit a pro rata portion of the oil, gas and other minerals produced from the pool or unit on the same basis that the production from the pool or unit is allocated to the Lease(s) under the unit agreement covering the Lease(s). It is agreed that Assignee shall receive, and will accept, on production from a pool or unit so pooled or unitized, only such proportion of the Overriding Royalty hereinabove specified as is allocated to the Lease(s) to which the Overriding Royalty apply/ies. It is understood and agreed that no formal pooling or declaration



need be filed with respect to any such pool or unit, but only that the Lease(s) so subjected to a pool, unit or other cooperative agreement for the development of a common reservoir is as may be approved by the respective Lessor.

- 4. Notwithstanding anything herein to the contrary, the Overriding Royalty shall apply to, and only apply to Production produced, saved, removed and sold from (and/or attributable to) the Lease(s) and shall not apply to: (i) oil, gas and associated liquid hydrocarbons lost, including as a result of a blowout or other uncontrolled flow above the seabed; (ii) oil and gas flared or vented with volumes measured and adjusted for the platform and/or the DOI commingling approval; (iii) oil and gas used as fuel on the platform in support of producing, handling, transporting, and processing the oil and gas derived from or attributable to the Lease(s) with volumes measured and adjusted in accordance with any measurement and allocation agreement for the platform / infrastructure and/or DOI commingling approval; and (iv) other than the Production produced, saved, removed and sold from (and/or attributable to) the Lease(s) or the proceeds therefrom accruing to Assignor as a result of their respective ownership in the Lease(s) or contract(s) applicable thereto, benefits from and including, but not limited to, payments received pursuant to production handling agreements and platform space agreements, insurance settlement, and take or pay payments or settlement under or relating to gas sales contracts, contract buydowns and the like. All ad valorem, production, and other taxes chargeable against the Overriding Royalty's ownership or production shall be paid by Assignee.
- 5. In the event Assignor must reassign ("Reassignment") the Lease(s) to Assignee pursuant to the Assignment Agreement, Assignor shall return to Assignee the same net revenue interest as Assignee assigned to Assignor in the Assignment Agreement, and this ORRI Assignment shall terminate effective as of the effective date of the Reassignment.
- 6. Assignee, upon reasonable request, shall have the right to audit all records of Assignor relating to Assignee's Overriding Royalty Interest; provided, however, that all payments shall be deemed correct and no adjustments shall be made after the expiration of two (2) years for any payments (except as to payments for which an objection is raised within said two-year period). Assignee shall be provided copies, upon written request to the designated operator of the Lease(s), of all pertinent agreements describing its audit rights and Assignor shall make reasonable efforts to afford Assignee the opportunity to participate in any joint audit of the Lease(s) or any platform / infrastructure that my be conducted by non-operators.
- 7. Under no cirumstances shall the Assignor be liable to the Assignee or the Assignee liable to the Assignor for loss of profit, loss of reserves, loss of reservoir, business interruption, punitive damages or consequential or indirect damages of whatever nature relating to or in any way connected with this ORRI Assignment.
- 8. The provisions hereof shall inure to the benefit of and be binding upon the Assignor and Assignee and their respective successors or assigns; however, no change or division in the ownership of said Overriding Royalty shall be binding on Assignor until thirty (30) days after Assignor shall have been furnished with a certified copy or copies of the recorded instrument or instruments evidencing such change in ownership. Assignee covenants and agrees that the Assignment Agreement and this ORRI Assignment shall be referenced in any further assignment by Assignee and its successors and assigns and the covenants, obligations and agreements contained in this ORRI Assignment and in the Assignment Agreement, to the extent related to the Overriding



Royalty, shall be assumed by any such future Assignees and construed as covenants running with the land and the Lease(s) for the benefit of the Assignor and Assignee.

- The obligations, duties, and liabilities of Assignor under this ORRI Assignment are individual or several and are not joint and several, or collective.
- 10. This ORRI Assignment may be executed by signing the original or a counterpart thereof. If this ORRI Assignment is executed in counterparts, all counterparts taken together shall have the same effect as if all the Parties had signed the same instrument, but no Party shall be bound to this ORRI Assignment unless and until all Parties have executed the original or a counterpart to the original.

IN WITNESS WHEREOF, this ORRI Assignment is executed by the Parties hereto on the date shown in their respective acknowledgments hereto but made effective for all purposes as of the 1st day of January, 2023 (the "Effective Date").

WITNESSES:

Assignor:

Beacon Offshore Energy Exploration LLC

Name: Marc Hensel

Title: President and Chief Financial Officer

Date: 2/2/1/27

ACKNOWLEDGEMENT

STATE OF TEXAS HARRIS COUNTY

Printed Name: Derek Ri

On this 3rd day of March, 2023, before me appeared Marc Hensel, to me personally known who, being by me duly sworn, did say that he is President and Chief Financial Officer for Beacon Offshore Energy Exploration LLC, a Delaware Limited Liability Company, and that said instrument was executed on behalf of said Company by authority of its Board of Directors, and the said appearer acknowledged said instrument to be the free act and deed of said Company.

Notary Public

My Commission Expires: Lawary 7, 2007



David Ditch

Iberia Parish Clerk Of Court

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WITNESSES

Assignee:

Equinor Gulf of Mexico LLC

Name: Alyssa Karotkin

Title: Date: 3/2/23

STATE OF TEXAS HARRIS COUNTY

ANDREW CLARK IVIE

Notary Public, State of Texas Comm. Expires 06-09-2023 Notary ID 126753985

On this 2 day of MARCH 2023, before me appeared Alyssa Karotkin, to me personally known who, being by me duly sworn, did say that [s]he is Leader – Land for Equinor Gulf of Mexico LLC, a Delaware Limited Liability Company, and that said instrument was executed on behalf of said Company by authority of its Board of Directors, and the sald appearer acknowledged said instrument to be the free act and deed of said Company.

Notary Public

y Commission Expires:

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