

**HE&D Offshore, L. P.**

Two Allen Center  
1200 Smith, Suite 2400  
Houston, Texas 77002  
Phone: (713) 586-5746  
Fax: (713) 650-8305  
[salford@houstonenergyinc.com](mailto:salford@houstonenergyinc.com)

RECEIVED  
ADJUDICATION SECTION  
OCT 02 2023



October 2, 2023

**Via Electronic Mail: [boemadjudication@boem.gov](mailto:boemadjudication@boem.gov)**

Bureau of Ocean Energy Management  
Department of the Interior  
1201 Elmwood Park Boulevard  
New Orleans, LA 70123-2394  
Attention: Adjudication Unit

RE: Assignment of Overriding Royalty and Carried Working Interest  
Atwater Valley, Block 226 OCS-G 36918

Ladies and Gentlemen:

Enclosed please find two copies of the following document:

**Title of Documents:** Assignment of Overriding Royalty and Carried Working Interest in Oil and Gas Lease

**Identities of Parties to Documents:** By and between Houston Energy, L.P., CSL Exploration, LP, and Beacon Offshore Energy Exploration LLC, and CL&F Offshore, L.P. as Assignors and HE&D Offshore, L.P., as Assignee

**Lease Affected:** OCS-G 36918

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

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

Once this assignment has been processed, I would appreciate your stamping and returning a copy to my attention to [salford@houstonenergyinc.com](mailto:salford@houstonenergyinc.com)

If you should have any questions, my direct number is 713.586.5746.

Sincerely,

**HE&D Offshore, L.P.**

  
Sue A. Alford  
Land Coordinator

ASSIGNMENT OF  
OVERRIDING ROYALTY AND CARRIED WORKING INTEREST  
IN  
OIL AND GAS LEASE

AT 226  
OCS-G 36918

THE UNITED STATES OF AMERICA

OUTER CONTINENTAL SHELF

§ KNOW ALL MEN BY THESE PRESENTS:

THAT, **Houston Energy, L.P.**, a Texas limited partnership, whose address is Two Allen Center, 1200 Smith, Suite 2400, Houston, Texas, 77002, **CSL Exploration, LP**, a Texas limited partnership, whose address is 1000 Louisiana Street, Suite 7000, Houston, Texas, 77002, **Beacon Offshore Energy Exploration LLC**, a Delaware limited liability company, whose address is 333 Clay Street, Suite 4200, Houston, Texas, 77002, and **CL&F Offshore LLC**, a Delaware limited liability, whose address is 1700 City Plaza Drive, Suite 360, Spring, Texas 77389, (hereinafter referred to as "Assignors") are the owners of one hundred percent (100%) record title interest in the oil and gas lease described on the attached Exhibit "A" (hereinafter referred to as the "Lease").

WHEREAS, Assignors desire to assign unto **HE&D Offshore, L.P.**, a Texas limited partnership, whose address is Two Allen Center, 1200 Smith, Suite 2400, Houston, Texas, 77002, (hereinafter referred to as "Assignee") a certain overriding royalty interest in the Lease and to acknowledge the obligation to convey to Assignee a working interest in the Lease upon the occurrence of certain events, as hereinafter provided.

NOW, THEREFORE, effective as of **July 1, 2020**, and for and in consideration of the mutual advantages and benefits accruing to the parties hereto and for One Thousand and No/100 Dollars (\$1,000), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and further in consideration of the mutual covenants and conditions herein contained, each Assignor does hereby TRANSFER, CONVEY, SELL and ASSIGN to Assignee (this "Assignment") its proportionate share of an overriding royalty interest in the Lease equal to two percent of eight-eighths (2% of 8/8ths) (hereinafter referred to as the "Overriding Royalty").

Such Overriding Royalty shall be due only with respect to oil, gas and other minerals produced, saved and marketed from or attributable to such Lease, it being understood that any oil, gas or other minerals utilized in the drilling, rework, producing or conducting other operations on such Lease shall be specifically deducted from the gross production prior to calculating the overriding royalty volume. Such Overriding Royalty as to the Lease shall be free and clear of any cost, but shall bear its proportionate share of all applicable taxes, including, but not limited to, severance or other similar taxes applicable to production. The value of such Overriding Royalty shall never be calculated, paid or determined on a basis in excess of the gross proceeds of production after deduction of the foregoing and shall be computed and paid at the same time and in the same manner as royalties are computed and paid to the lessor under the terms of the Lease; provided, however, notwithstanding the foregoing, the Overriding Royalty shall never be subject to, affected by, or diminished by any past, present or future rules or regulations promulgated by the Bureau of Ocean Energy Management ("BOEM") successor agency to the Minerals Management Service of the Department of Interior, or any other agency or authority having jurisdiction over the lands covered by the Lease, that provide for, or may provide for, relief, reduction or suspension of the lessor's

royalty under the Lease. Such Overriding Royalty as to the Lease shall be subject to proportionate reduction (i) on account of the failure of leasehold or mineral title; or (ii) in the event the Lease relates to less than the entirety of the minerals; (iii) if Assignors' leasehold interest in the Lease relates to less than the entirety of the leasehold interest in the Lease, then the Overriding Royalty herein conveyed shall be proportionately reduced and shall be payable to Assignee in the proportion that Assignors' interest in the Lease bears to the entire interest of the Lease. If a Lease is pooled, combined into a joint development area, or unitized, then the Overriding Royalty as to such Lease shall be computed only on the proportionate part of production from any pooled, combined or unitized portion of such Lease which is included in such a pool, joint development area, or unit. Unless otherwise allocated by order of any regulatory body or other authority having jurisdiction, or agreement by Assignor, the amount of production to be allocated to each pool, joint development area, or unit shall be that proportion of the total production that the surface area of the Lease included within such pool, joint development area, or unit bears to the total surface area of all the lands contained within such pool, joint development area, or unit. Assignor shall have the right to surrender, or permit to expire, any Lease without the necessity or joinder of the Assignee, or any subsequent holder of the Overriding Royalty and Assignor shall not be in any manner obligated to maintain, preserve or continue in effect any of the Lease in any manner whatsoever, or to drill or rework any well or conduct any operation whatsoever thereunder.

At such time that the initial well drilled on the Lease has been drilled to its final depth and all logging, coring and testing has been completed pursuant to the approved authority for expenditure for said initial well and a decision has been made to either (i) permanently plug and abandon the well, (ii) temporarily abandon the well, or (iii) abandon the well with a completion operation, and thereafter through the release of the rig as the case may be, Assignors will TRANSFER, CONVEY, SELL and ASSIGN unto Assignee an undivided seven and half percent of eight-eighths (7.5% of 8/8ths) working interest in and to such Lease and a like interest in and to all movables, platforms, equipment, pipelines, flowlines and all other fixtures and other material located on, appurtenant to or used or useful in connection with such Lease or the operation thereof (hereinafter referred to as the "Carried Interest"). Such Carried Interest shall be subject to proportionate reduction in the same manner and method as the Overriding Royalty provided for above, including in the event of pooling, formation of a joint development area, or unitization. Such assignment shall be on a mutually acceptable form to be approved by the Bureau of Ocean Energy Management.

Assignee acknowledges that this Assignment is made subject to the following:

1. All of the terms and conditions in the Lease;
2. Joint Bidding Agreement entered into March 12, 2020, ("Effective Date"), between Houston Energy, L.P., ("HE") Beacon Offshore Energy Exploration LLC, ("Beacon"), CL&F Offshore LLC, ("CL&F"), and CSL Exploration, LP, ("Cathexis") hereafter referred to collectively as "Parties";
3. Program Agreement effective January 1, 2020, among Houston Energy, L.P., HE&D Offshore, L.P., Beacon Offshore Energy Exploration LLC, and its Affiliate, BOE Exploration & Production LLC, Ridgewood Energy Corporation, CSL CM IV, LP, Red Willow Offshore, LLC, and CL&F Offshore LLC.

Subject to the matters set forth herein, Assignor hereby agrees to warrant and forever defend title to the Overriding Royalty against the claims and demands of every person whomsoever claiming, or to claim, the same or any part thereof, by, through or under Assignor, but not otherwise.

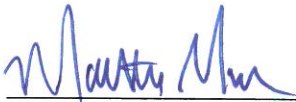


This Assignment may be executed in any number of counterparts, each of which shall be valid and binding with respect to the signatories thereto and their interest in the property sold and conveyed hereby, but only upon execution by all signatories of this Assignment or a counterpart hereof.

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

**IN WITNESS WHEREOF**, this Assignment is executed by the undersigned, duly authorized representatives of the parties hereto as of the dates set forth in the respective acknowledgments attached hereto, but shall be effective **July 1, 2020**.

**WITNESSES**



Matthew Meyers  
(Printed Name of Witness)



Martha Ann Moore  
(Printed Name of Witness)

**ASSIGNORS**

Houston Energy, L.P. (01999)  
By: Sewanee Investments, LLC, its General Partner

  
Heath Suire  
Offshore Land Manager

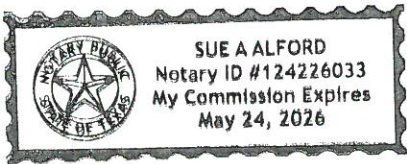
Date: 3/10/2023

**ACKNOWLEDGMENT**

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 Offshore Land Manager of Sewanee Investments, LLC, its General Partner of Houston Energy, L.P., a Texas limited partnership, and acknowledged to me that he executed the 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 10<sup>th</sup> day of March, 2023.



  
Notary Public - State of Texas

**WITNESSES:**

Lori B. Vance  
Lori B. Vance  
(Printed Name of Witness)

Kimberly Abbott  
Kimberly Abbott  
(Printed Name of Witness)

**ASSIGNORS:**

CSL Exploration, LP (03194)  
By: Cathexis Subsidiaries GP, LLC, General  
Partner of Cathexis Holdings, LP

Marshall T. White  
Marshall T. White  
Secretary and Vice President

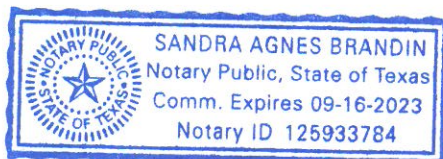
Date: 4/11/2023

**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
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COUNTY OF HARRIS   §

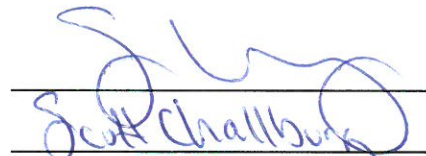
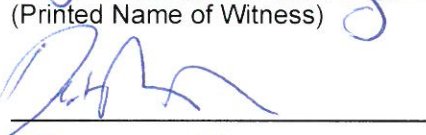
**BEFORE ME**, the undersigned authority, on this day personally appeared **Marshall T. White**, known to me to be the person whose name is subscribed to the foregoing instrument as Secretary and Vice President, of CSL Exploration, LP, a Texas limited partnership, and acknowledged to me that he executed the same for and on behalf of said partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this 11<sup>th</sup> day of April March, 2023.



Sandra Agnes Brandin  
Notary Public - State of Texas

**WITNESSES:**

  
\_\_\_\_\_  
(Printed Name of Witness)  
  
\_\_\_\_\_  
Derek Riffe  
\_\_\_\_\_  
(Printed Name of Witness)

**ASSIGNORS:**

**Beacon Offshore Energy Exploration LLC  
(03570)**

  
\_\_\_\_\_  
Jay Register  
Vice President Land & Business Development  
and Secretary

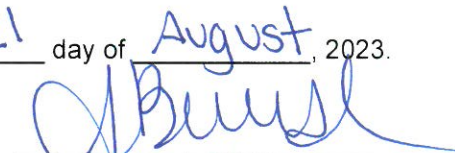
Date: 8/21/2023

**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS   §

**BEFORE ME**, the undersigned authority, on this day personally appeared **Jay Register** known to me to be the person whose name is subscribed to the foregoing instrument as Vice President Land & Business Development and Secretary of Beacon Offshore Energy Exploration LLC, a Delaware limited liability company and acknowledged to me that he executed the same for and on behalf of said company, for the purpose and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this 21 day of August, 2023.

  
\_\_\_\_\_  
Notary Public - State of Texas



WITNESSES:

Michelle Stanley  
Michelle Stanley  
(Printed Name of Witness)

Tammy Willis  
Tammy Willis  
(Printed Name of Witness)

ASSIGNORS:

CL&F Offshore LLC (03394)

R. Paul Loveless  
R. Paul Loveless  
President & CEO

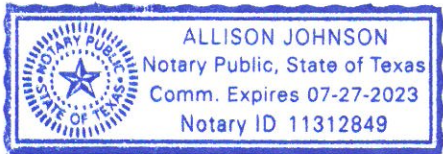
Date: 3/15/23

ACKNOWLEDGMENT

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared **R. Paul Loveless**, known to me to be the person whose name is subscribed to the foregoing instrument as President & CEO of CL&F Offshore LLC, and acknowledged to me that he executed the 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 16<sup>th</sup> day of March, 2023.



Allison Johnson  
Notary Public - State of Texas



**WITNESSES:**

Kelly Beckham  
(Printed Name of Witness)

Martha Ann Moore  
(Printed Name of Witness)

**ASSIGNEE:**

HE&D Offshore, L.P. (01699)  
By: MKD Investments, LLC, its General Partner  
P. David Amend  
Vice President, Land

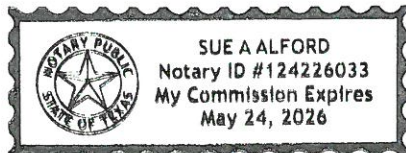
Date: 3/10/2023

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

**BEFORE ME**, the undersigned authority, on this day personally appeared **P. David Amend**, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President, Land of MKD Investments, LLC, its General Partner of HE&D Offshore, L.P., and acknowledged to me that he executed the 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 10th day of March, 2023.



Sue A Alford  
Notary Public - State of Texas



**EXHIBIT "A"**

**Attached to and made a part of that certain Assignment of Overriding Royalty and Carried Working Interest in Oil and Gas Lease between Houston Energy, L.P., CSL Exploration, LP, CL&F Offshore LP, and Beacon Offshore Energy Exploration LLC, as Assignors, and HE&D Offshore, L.P., as Assignee**

**Atwater Valley**

**AT 226  
Eureka Prospect**

Oil and Gas Lease of Submerged Lands bearing Serial number OCS-G 36918, effective July 1, 2020, between the United States of America, as Lessor, and Houston Energy, L.P., CSL Exploration, LP, CL&F Offshore LLC and Beacon Offshore Energy Exploration LLC, as Lessees, described as all of Block 226, Atwater Valley, OCS Official Protraction Diagram, NG 16-01, covering approximately 5,760.00 acres.