

RECEIVED ADJUDICATION SECTION AUG 12 2025

August 12, 2025

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: Ratification, Stipulation and Agreement as to Overriding Royalty Interests by and between Beacon Offshore Energy Development, LLC, ShenHai, LLC and Navitas Petroleum US, LLC, as WI Owners, and Nechamka Investments 2001 LTD, Arimer Investments Ltd., Jochanan Ja'akov Wolf, Snowing at Louise Inc. and Cohen Development Royalties LLC, as ORRI Owners OCS-G31938, Block 51, Walker Ridge, OCS-G25232, Block 52, Walker Ridge, OCS-G28148, Block 53, Walker Ridge, and OCS-G36315, Block 95, Walker Ridge

Ladies and Gentlemen:

Enclosed please find one (1) copy of the following document. We request that the document be filed in the BOEM Non-Required records as follows:

Title of Document: Ratification, Stipulation and Agreement as to Overriding Royalty Interests

Leases Affected: OCS-G 31938, OCS-G 25232, OCS-G 28148, OCS-G 36315

Parties: By and between Beacon Offshore Energy Development, LLC, ShenHai, LLC and Navitas Petroleum US,

LLC, as WI Owners, and Nechamka Investments 2001 LTD, Arimer Investments Ltd., Jochanan Ja'akov

Wolf, Snowing at Louise Inc. and Cohen Development Royalties LLC, as ORRI Owners

Category: 7 – Contracts, Agreements, and Conveyances

Filing Fees: Pay.gov receipt in the amount of 152.00

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.

Felicia Barsh

Thank you, **Beacon Offshore Energy Exploration LLC**Felicia Barsh

Commercial Land Analyst

St. Mary Parish Recording Page

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

RECEIVED
ADJUDICATION SECTION
AUG 12 2025

Received Fro	om	:
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CSC

First VENDOR

SHENHAI LLC

First VENDEE

NECHAMKA INVESTMENTS 2001 LTD

Index Type: CONVEYANCES

Type of Document : CONVEYANCE

Recording Pages: 14

File Number: 346155

Book: 470 Page: 482

Recorded Information

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

Clerk of Court

This instrument was eRecorded.

On (Recorded Date): 07/28/2025

At (Recorded Time): 1:15:31PM

CLERK OF COURT
GREG AUCOIN
Parish of St. Mary

I certify that this is a true copy of the attached document that was filed for registry and Recorded 07/28/2025 at 1:15:31
Recorded in Book 470 Page 482

File Number 346155

Deputy Clerk

Return To: CSC

St. Mary Parish Recording Page

Greg Aucoin Clerk of Court 500 Main Street P.O. Drawer 1231

Franklin, LA 70538 (337) 828-4100

Received From:

CSC

First VENDOR

SHENHAI LLC

First VENDEE

NECHAMKA INVESTMENTS 2001 LTD

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Return To: CSC

Terrebonne Parish Recording Page

Theresa A. Robichaux Clerk Of Court

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

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CSC ERECORDING ACCOUNT

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First VENDEE

NECHAMKA INVESTMENTS 2001 LTD

Index Type:

eRecorded

CONVEYANCES File #: 1712347

Type of Document: RATIFICATION

Book: 2771 Page: 737

Recording Pages: 14

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.

Sheren A. Robichawa

Clerk of Court

On (Recorded Date): 07/28/2025

At (Recorded Time): 12:37:04PM

CLERK OF COURT THERESAA, ROBICHAUX Parish of Terrebonne

I certify that this is a true copy of the attached document that was filed for registry and Recorded 07/28/2025 at 12:37:04
Recorded in Book 2771 Page 737
File Number 1712347

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Terrebonne Parish Recording Page

Theresa A. Robichaux Clerk Of Court

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

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NECHAMKA INVESTMENTS 2001 LTD

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Sheren A. Robichawa

eRecorded

On (Recorded Date): 07/28/2025

At (Recorded Time): 12:37:04PM

OF COMPANY

Return To: CSC ERECORDING ACCOUNT





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



Clerk use only

Phone (337) 365-7282

David Ditch

Clerk of Court Parish of Iberia

Instrument Number: 34974

Book/Index: COB

Document Type: AGREEMENT

Recording Date: 7/29/2025 10:29:51 AM

Page Count: 13 not including this page

Intake Via: eRecording

Grantor 1: SHENHAI, LLC

Grantee 1: NECHAMKA INVESTMENTS 2001 LTD

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

Sharon Freyou

Certified True And Correct Copy

eCertId: 000004918 -

David Ditch
Iberia Parish Clerk of Court

Generated Date: 07/29/2025 10:30 AM



Ratification, Stipulation and Agreement as to Overriding Royalty Interests

This Ratification, Stipulation and Agreement as to Overriding Royalty Interests (this "Agreement") is made effective as of October 31, 2023 at 12:01 a.m. Central Standard Time (the "Effective Time") by and among Nechamka Investments 2001 Ltd ("Nechamka"), with an address at 5847 San Felipe Street Suite 2200, Houston, Texas 77057 (and also 12 Abba Eban Blvd., Building D, Fl 4, Herzlia Pituah, Israel); Arimer Investments Ltd ("Arimer"), with an address of 15 Dulchin Arie St, Tel Aviv – Jaffa, Israel; Jochanan Ja'akov Wolf ("Wolf"), a person of full age of majority with an address of 5847 San Felipe Street Suite 2200, Houston, Texas 77057; Snowing at Louise Inc. ("Snowing"), with an address of 5847 San Felipe Street Suite 2200, Houston, Texas 77057; and Cohen Development Royalties LLC ("Cohen"), a Delaware limited liability company with address of 3948 Legacy Drive, Suite 106 (#306), Plano, Texas 75023. Nechamka, Arimer, Wolf, Snowing and Cohen are sometimes referenced below collectively as the "ORRI Parties" and each as an "ORRI Party."

Recitals

A. Reference is made to the following four leases located on the outer continental shelf offshore the State of Louisiana (collectively, the "Subject Leases"; and each, a "Subject Lease"), and the lands covered thereby or pooled or unitized therewith (collectively, the "Subject Lands"):

the oil and gas lease bearing serial number OCS-G 31938, dated effective December 1, 2007 from the United States of America, as lessor, to ConocoPhillips Company, as lessee, covering all of Block 51, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06, containing approximately 5,760 acres,

(the "WR 51 Lease" covering "WR 51");

the oil and gas lease bearing serial number OCS-G 25232, dated effective June 1, 2003 from the United States of America, as lessor, to Kerr-McGee Oil & Gas Corporation, as lessee, covering all of Block 52, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06, containing approximately 5,760 acres,

(the "WR 52 Lease" covering "WR 52");

the oil and gas lease bearing serial number OCS-G 28148, dated effective May 1, 2006 from the United States of America, as lessor, to Hunt Oil Company, as lessee, covering all of Block 53, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06, containing approximately 5,760 acres, INSOFAR AND ONLY INSOFAR AS said lease covers the North Half of Block 53, Walker Ridge

(as so limited, the "N/2 WR 53 Lease" covering "N/2 WR 53"; and such Lease as to all of such Block 53 ("WR 53"), the "WR 53 Lease"); and

the oil and gas lease bearing serial number OCS-G 36315, dated effective June 1, 2018 from the United States of America, as lessor, to LLOG Exploration Offshore, L.L.C. and Venari Offshore LLC, as lessees, covering all of Block 95, Walker

Ridge, as shown on OCS Official Protraction Diagram, NG 15-06, containing approximately 5,760 acres,

(the "WR 95 Lease" covering "WR 95").

- B. Reference is made to that Conveyance of Overriding Royalty Interest dated effective as of August 1, 2020 at 12:01 a.m. Central Time by ShenHai (as defined below) as grantor and Nechamka, Yacob Katz ("Katz"), Snowing and Wolf as grantees (the "Conveyance"), creating and conveying certain overriding royalty interests in the Subject Leases (collectively, the "Subject ORRIs"; and any portion thereof held by a specified person or entity, a "Subject ORRI"). The Conveyance was filed of record on November 5, 2020 at Conveyance Book 1695, Page 304, File No. 2020-00009033 of the conveyance records of Iberia Parish, Louisiana; on November 5, 2020 at Conveyance Book 405, Page 162, File No. 335662 of the conveyance records of St. Mary Parish, Louisiana; on November 5, 2020 at Conveyance Book 2619, Page 41, File No. 1613802 of the conveyance records of Terrebonne Parish, Louisiana; and on November 4, 2020 with the Bureau of Ocean Energy Management (the "BOEM") in its non-required files for each of the WR 51 Lease, WR 52 Lease, WR 53 Lease and WR 95 Lease.
- C. Reference is made to that Assignment of Overriding Royalty Interest dated effective as of August 17, 2022 by Snowing as assignor and Cohen as assignee (the "Snowing-Cohen Assignment"), by which Snowing assigned to Cohen a portion of the Subject ORRI that Snowing obtained by the Conveyance. The Snowing-Cohen Assignment was filed of record on August 23, 2022 at Conveyance Instrument No. 7106 of the conveyance records of Iberia Parish, Louisiana; on August 23, 2022 at Conveyance Book 433, Page 381, File No. 340017 of the conveyance records of St. Mary Parish, Louisiana; on August 23, 2022 at Conveyance Book 2685, Page 623, File No. 1657166 of the conveyance records of Terrebonne Parish, Louisiana; and on August 17, 2022 with the BOEM in its non-required files for each of the WR 51 Lease, WR 52 Lease, WR 53 Lease and WR 95 Lease.
- D. Reference is made to that Revision of Overriding Royalty Interests executed on August 19, 2023 by Nechamka, Katz, Snowing and Wolf (the "*Revision*"), which was filed of record on November 17, 2023 at Conveyance Instrument No. 19232 of the conveyance records of Iberia Parish, Louisiana; on November 28, 2023 at Conveyance Book 451, Page 156, File No. 342863 of the conveyance records of St. Mary Parish, Louisiana; on November 28, 2023 at Conveyance Book 2725, Page 85, File No. 1682356 of the conveyance records of Terrebonne Parish, Louisiana; and on November 29, 2023 with the BOEM in its non-required files for each of the WR51 Lease, WR 52 Lease and WR 53 Lease.
- E. Reference is made to that Conveyance of Overriding Royalty Interest executed on October 31, 2023 effective as of the Effective Time by Katz as grantor and Arimer as grantee (the "Katz-Arimer Assignment"), by which Katz conveyed to Arimer all the Subject ORRI that Katz obtained from the Conveyance. The Katz-Arimer Assignment was filed of record on March 8, 2024 at Conveyance Instrument No. 21794 of the conveyance records of Iberia Parish, Louisiana; on February 7, 2024 at Conveyance Book 453, Page 584, File No. 343224 of the conveyance records of St. Mary Parish, Louisiana; on February 7, 2024 at Conveyance Book 2730, Page 124, File No. 1685442 of the conveyance records of Terrebonne Parish, Louisiana; and on

March 8, 2024 with the BOEM in its non-required files for each of the WR51 Lease, WR 52 Lease and WR 53 Lease.

- F. Beacon Offshore Energy Development, LLC ("*Beacon Offshore*"), a Delaware limited company with an address of 333 Clay Street, Suite 4200, Houston, Texas 77002, and ShenHai, LLC ("*ShenHai*"), a Delaware limited liability company with an address of 5847 San Felipe Street, Suite 2200, Houston, Texas 77057, hold the only record title interests in the WR 51 Lease, the WR 52 Lease and the N/2 WR 53 Lease that are burdened by the Subject ORRIs (in the undivided proportions of 4.1%/53.1% (or 7.721281%) as to Beacon Offshore and 49%/53.1% (or 92.278719%) as to ShenHai) insofar as the Subject ORRIs relate to such leases. Navitas Petroleum US, LLC ("*Navitas*"), a Texas limited liability company with an address of 5847 San Felipe Street Suite 2200, Houston, Texas 77057, holds the only record title interests in the WR 95 Lease that are burdened by the Subject ORRIs insofar as the Subject ORRIs relate to such lease.
- G. The ORRI Parties desire (1) to ratify the Revision, (2) to acknowledge and agree that the condition referenced in Section 2 of the Conveyance (namely, a certain condition contained in Section 5.2.1 of the Framework Agreement (as defined in Section 9.1 of the Conveyance)) was met on or before August 19, 2023, (3) to stipulate as to the Subject ORRI held by each ORRI Party in each Subject Lease and as to the portion of each Subject ORRI in each Subject Lease that burdens the record title interest of each applicable record title owner and (4) otherwise to agree as set forth below.

Agreement

NOW, THEREFORE, considering the recitals above, the provisions below and other good and valuable cause and consideration, the receipt and sufficiency of which are hereby acknowledged, the ORRI Parties agree as follows.

- 1. The ORRI Parties ratify and confirm the Revision and acknowledge and agree that the condition referenced in Section 2 of the Conveyance (namely, a certain condition contained in Section 5.2.1 of the Framework Agreement (as defined in Section 9.1 of the Conveyance)) was met on or before August 19, 2023.
- 2. The ORRI Parties acknowledge and agree that the reference to "Jochanna Ja'akov Wolf" on each of Exhibits A and B to the Conveyance was a typographical error and was intended to read "Jochanan Ja'akov Wolf" instead. The ORRI Parties hereby correct the Conveyance so that each such reference is to "Jochanan Ja'akov Wolf" (namely, the undersigned Wolf) instead.
- 3. The ORRI Parties stipulate and agree that, at and after the Effective Time, (a) each ORRI Party holds the Subject ORRI in and to each Subject Lease as specified on Exhibit 1 attached hereto and made a part hereof, (b) no Subject ORRI is subject to suspension, decrease, increase or other change by reason of the suspension, decrease, increase or other change in or to the lessor's royalty in any Subject Lease, (c) each record title owner specified on such Exhibit 1 bears the undivided portion of each ORRI Party's Subject ORRI in a Subject Lease as specified on such Exhibit 1 and (d) no Subject ORRI burdens any interest in the WR53 Lease as to the South Half of WR53. To the extent necessary to effectuate such stipulation, each ORRI Party conveys and assigns to each other ORRI Party such undivided overriding royalty interest, if any, in and to each

Subject Lease as is necessary so that the Subject ORRI in such Subject Lease held by and reflected of record for each ORRI Party comports with the corresponding amounts specified on such Exhibit 1.

- 4. Beacon Offshore, ShenHai and Navitas acknowledge and accept the provisions in paragraphs 1-2 above. Beacon Offshore, ShenHai and Navitas (and their respective successions-in-interest in the Subject Leases) are entitled to rely on the provisions in paragraphs 1-3 above. Otherwise:
 - (a) Beacon Offshore joins this Agreement solely to acknowledge and accept that its record title interest in each of the WR 51 Lease, the WR 52 Lease and the N/2 WR 53 Lease is burdened by that portion (specified on an 8/8ths basis) of each Subject ORRI as to such Subject Lease as is specified under column (c) on Exhibit 1 hereto;
 - (b) ShenHai joins this Agreement solely to acknowledge and accept that its record title interest in each of the WR 51 Lease, the WR 52 Lease and the N/2 WR 53 Lease is burdened by that portion (specified on an 8/8ths basis) of each Subject ORRI as to such Subject Lease as is specified under column (d) on Exhibit 1 hereto; and
 - (c) Navitas joins this Agreement solely to acknowledge and accept that its record title interest in the WR 95 Lease is burdened by the entirety of each Subject ORRI as to the WR 95 Lease as is specified on Exhibit 1 hereto.
- 5. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute the same, single agreement; for purposes of recordation and otherwise, an executed signature page from one counterpart of this Agreement may be detached therefrom and attached to another counterpart of this Agreement. This Agreement shall not be effective unless and until it is executed and delivered by all ORRI Parties (and joined by Beacon Offshore, ShenHai and Navitas as set forth in paragraph 4 above). Each of the ORRI Parties, Beacon Offshore, ShenHai and Navitas represents and warrants that it or he has the due authority to execute and deliver this Agreement; further, each individual executing this Agreement on behalf of an entity represents and warrants that he or she has the due authority of such entity to execute and deliver this Agreement on behalf of such entity.

[remainder of page intentionally blank; signature pages follow]

IN WITNESS WHEREOF, on this 1 day of 5025 but effective the Effective Time, Nechamka Investments 2001 Ltd (through its undersigned, duly authorized representative) has executed the foregoing Agreement in the presence of the two undersigned, competent witnesses. Witnesses to all signatures on this page: Nechamka Investments 2001 Ltd

Signature:

Name printed:

Signature:

Name printed: Meital Hille!

Signature Page

4188928-3

IN WITNESS WHEREOF, on this _____ day of _____, 2025 but effective the Effective Time, Arimer Investments Ltd (through its undersigned, duly authorized representative) has executed the foregoing Agreement in the presence of the two undersigned, competent witnesses. Witnesses to all signatures on this page: Arimer Investments Ltd Name printed: Boay By: Signature:_

Name printed: Meital Hille

Signature Page



4188928-3

IN WITNESS WHEREOF, on this **Zy** day of **May**, 2025 but effective the Effective Time, Jochanan Ja'akov Wolf has executed the foregoing Agreement in the presence of the two undersigned, competent witnesses.

Witnesses to all signatures on this page:

Signature:_

Name printed: William Lovy

Jochanan Ja'akov Wolf

Signature:

Name printed: Ex

Sworn to before me Re 29th of May, 2025

DOTARY GUBLIC

MOSHE R OPPENHEIM
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 020P5057875
Qualified in Nassau County
Commission Expires April 1, 20 4

Signature Page

4188928-3

IN WITNESS WHEREOF, on this Effective Time, Cohen Development Royalties LI representative) has executed the foregoing Agreer competent witnesses.	day of, 2025 but effective the LC (through its undersigned, duly authorized ment in the presence of the two undersigned,
Witnesses to all signatures on this page:	Cohen Development Royalties LLC
Signature: Keven Name printed: KEREN ALMAGON	By:

Name printed: Meifd

State of Houston

County of Harris

THUS DONE AND SIGNED on this 21st day of July Effective Time by Beacon Offshore (through its undersigned, duly authorized representative) before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who signed their names below with Beacon Offshore (through its undersigned, duly authorized representative) and me, Notary, after a due reading of the whole.

Witnesses to all signatures on this page: Beacon Offshore: Beacon Offshore Energy Development LLC Signature Name printed: Deruk Riffe Name printed: [Neither the person signing for Beacon nor the undersigned notary is also to sign above as a witness.]

Notary Public, State of Texas

125818677

Name printed:

Notarial Commission No.

My commission expires

A [Felicia M Barsh ommission Expires 8/28/2026 Notary ID 125818677

State of Texas

County of Harris

THUS DONE AND SIGNED on this 21st day of July, 2025 but effective the Effective Time by ShenHai (through its undersigned, duly authorized representative) before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who signed their names below with ShenHai (through its undersigned, duly authorized representative) and me, Notary, after a due reading of the whole.

Witnesses to all signatures on this page:	ShenHai:	
Signature: Gradupe Tabues. Name printed: Scradupe Tabues	ShenHai, LLC By:	
	Name printed: Jonathan Sternberg	
Signatura: (12/	Title: CEO	
Signature: 6/7 Name printed: /phg/ Sivan		
$\mathcal{J}_{\mathcal{I}}$	3	
Notary Public, S	tate of Texas	
Name printed: Tan Nguyer		
Notarial Commission No. 126218537		
My commission expires	08/27/2027	
[SEAL]		
Tam Nguyen My Commission Expires 8/27/2027 Notary ID 126218537		

State of Texas

County of Harris

THUS DONE AND SIGNED on this 21st day of July, 2025 but effective the Effective Time by Navitas (through its the undersigned, duly authorized representative) before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who signed their names below with Navitas (through its undersigned, duly authorized representative) and me, Notary, after a due reading of the whole.

Witnesses to all signatures on this page:	Navitas:
	Navitas Petroleum US, LLC
Signature: Signature Tabas. Name printed: Synchlose To bure).	Davis Ob
Name printed: guidalipe To bure).	By:
	Name printed: <u>Jonathan Sternberg</u>
	Title: CEO
Signature: 6/8	
Name printed: Inbal Sivan	
Notary Public, S Name printed:	Nguyer- 126218537
[SEAL]	7
	am Nguyen

Exhibit 1 to Ratification, Stipulation and Agreement as to Overriding Royalty Interests

(a)	(b)	(c)	(d)
ORRI Party	Subject ORRI (on an 8/8ths basis) in the WR 51 Lease	portion thereof (on an 8/8ths basis) burdening record title interest of Beacon Offshore in the WR 51 Lease	portion thereof (on an 8/8ths basis) burdening record title interest of ShenHai in the WR 51 Lease
Nechamka Investments 2001 Ltd	1.659375%	0.128125%	1.531250%
Arimer Investments Ltd	0.331875%	0.025625%	0.306250%
Jochanan Ja'akov Wolf	0.331875%	0.025625%	0.306250%
Snowing at Louise Inc.	0.221250%	0.017083%	0.204167%
Cohen Development Royalties LLC	0.110625%	0.008542%	0.102083%
Total =	2.655000%	0.205000%	2.450000%
ORRI Party	Subject ORRI (on an 8/8ths basis) in the WR 52 Lease	portion thereof (on an 8/8ths basis) burdening record title interest of Beacon Offshore in the WR 52 Lease	portion thereof (on an 8/8ths basis) burdening record title interest of ShenHai in the WR 52 Lease
Nechamka Investments 2001 Ltd	1.742343%	0.134531%	1.607812%
Arimer Investments Ltd	0.348469%	0.026906%	0.321563%
Jochanan Ja'akov Wolf	0.348469%	0.026906%	0.321563%
Snowing at Louise Inc.	0.232313%	0.017938%	0.214375%
Cohen Development Royalties LLC	0.116156%	0.008969%	0.107187%
Total =	2.787750%	0.215250%	2.572500%
ORRI Party	Subject ORRI (on an 8/8ths basis) in the N/2 WR 53 Lease	portion thereof (on an 8/8ths basis) burdening record title interest of Beacon Offshore in the N/2 WR 53 Lease	portion thereof (on an 8/8ths basis) burdening record title interest of ShenHai in the N/2 WR 53 Lease
Nechamka Investments 2001 Ltd	1.742343%	0.134531%	1.607812%
Arimer Investments Ltd	0.348469%	0.026906%	0.321563%
Jochanan Ja'akov Wolf	0.348469%	0.026906%	0.321563%
Snowing at Louise Inc.	0.232313%	0.017938%	0.214375%
Cohen Development Royalties LLC	0.116156%	0.008969%	0.107187%
Total =	2.787750%	0.215250%	2.572500%

ORRI Party	Subject ORRI (on an 8/8ths basis) in the WR 95 Lease*
Nechamka Investments 2001 Ltd	1.275117%
Arimer Investments Ltd	0.255024%
Jochanan Ja'akov Wolf	0.255024%
Snowing at Louise Inc.	0.170015%
Cohen Development Royalties LLC	0.085008%
Total =	2.040188%

^{*} Each Subject ORRI as to the WR 95 Lease burdens solely the record title interest of Navitas in the WR 95 Lease.

[End of Exhibit 1; end of Agreement]

4188928-3 Exhibit 1