## HEQ II ROYALTIES, LLC

Two Allen Center 1200 Smith, Suite 2400 Houston, Texas 77002 Phone: (713) 650-8008

Phone: (713) 650-8008 Fax: (713) 650-8305

vveltman@houstonenergyinc.com

# RECEIVED ADJUDICATION SECTION DEC 02 2025



December 2, 2025

#### Via Electronic Mail

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

RE: Filing in Non-Required Document

Assignment of Overriding Royalty Interest Mississippi Canyon, Block 385 - OCS-G 35821

Ladies and Gentlemen:

Enclosed please find two originals of the following:

<u>Title of Document</u>: Assignment of Previously Created Overriding Royalty Interest

Identities of Parties to Document: HEQ II Royalties, LLC and Kosmos Energy Gulf of Mexico

Operations, LLC

Lease Affected: OCS-G 35821

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

Service Fees: Pay.gov receipt for \$38.00

Once this document has been filed, please return a processed copy to my attention at <a href="mailto:vveltman@houstonenergyinc.com">vveltman@houstonenergyinc.com</a>.

Please contact me at 713.400.7781 if you have any questions.

Best regards,

HEQ II ROYALTIES, LLC

Vanessa V. Veltman, MBA

Janes V. Well

# RECEIVED ADJUDICATION SECTION DEC 02 2025

OCS-G 35821 MC 385

### ASSIGNMENT OF PREVIOUSLY CREATED OVERRIDING ROYALTY INTEREST

This Assignment of Previously Created Overriding Royalty Interest (this "Assignment"), dated this 3rd day of November, 2025, but to be effective as of the Effective Time, is between **Kosmos Energy Gulf of Mexico Operations, LLC**, a Delaware limited liability company ("Assignor"), whose address is 15011 Katy Freeway, Suite 700, Houston, Texas 77094 and **HEQ II Royalties, LLC**, a Delaware limited liability company ("Assignee"), whose address is Two Allen Center, 1200 Smith, Suite 2400, Houston, Texas 77002. Assignor and Assignee may be collectively referred to hereafter as the "Parties", and each individually as a "Party".

WHEREAS, effective as of May 1, 2017, HEDV String Music, LLC assigned to Deep Gulf Energy III, LLC an overriding royalty interest in and to the Lease (as identified and defined below), equal to three percent (3%) of eighteen percent (18%) of 8/8th (0.54% of 8/8ths), as filed in the public records of Plaquemines Parish on May 3, 2018 in Conveyance Book 1395, Page 670, File No. 2018-00001540 (the "ORRI" or "Assigned Interest").

## ARTICLE I ASSIGNMENT AND CONVEYANCE

1.1. <u>Assignment.</u> Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the covenants, terms, conditions, exceptions, or reservations provided below, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee, its successor and assigns, all of its right, title and interest in and to the ORRI in and to the following oil and gas lease (the "Lease"):

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 35821, effective as of July 1, 2016, granted by the United States of America, as Lessor, in favor of Deep Gulf Energy III, LLC, as Lessee, covering all of Block 385, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10.

TO HAVE AND TO HOLD said ORRI in and to the Lease, unto Assignee, its successors and assigns forever, subject only to the exceptions and other provisions stated herein, said Assignee agrees to perform all the conditions, obligations and covenants thereof.

- 1.2. <u>Effective Time</u>. This Assignment shall be effective for all purposes as of August 1, 2025, at 7:00 a.m. local time where the Lease is located ("<u>Effective Time</u>").
- 1.3. <u>Purchase and Sale Letter Agreement</u>. This Assignment is made, delivered and accepted pursuant and subject to the terms and provisions of that certain Purchase and Sale Letter Agreement, dated November 3, 2025, by and between Assignor and Assignee (the "<u>Agreement</u>"), which is hereby deemed incorporated by reference into this Assignment to the fullest extent permitted by law. Capitalized terms used, but not defined herein shall have the meanings ascribed to such terms in Agreement. In the event of a conflict between the provisions of this Assignment and the provisions of the Agreement, the provisions of the Agreement shall govern. For the

avoidance of doubt, nothing in this Assignment will supersede, amend, alter or modify the terms or conditions of the Agreement.

- 1.4. <u>No Burdens</u>. The Assigned Interest is free and clear of any liens, claims, burdens or other encumbrances whatsoever.
- 1.5. <u>Warranty, Subrogation</u>. Assignor agrees to warrant and forever defend title to the Assigned Interest from and against the lawful claims of all third parties claiming by, through and under Assignor, but not otherwise. Assignor assigns and grants to Assignee all rights, claims and causes of action under title or warranties of title given or made by Assignor's predecessors in interest with respect to the Assigned Interest, and Assignee is specifically subrogated to all rights which Assignor may have against such predecessors in interest with respect to the Assigned Interest, to the extent Assignor may legally transfer such rights and grant such subrogation.

# ARTICLE II MISCELLANEOUS PROVISIONS

- 2.1 <u>Further Assurances</u>. Assignor agrees to execute and deliver to Assignee, from time to time, all such other and additional documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively grant, convey and assign to Assignee the rights and interests conveyed to Assignee hereby or intended so to be.
- 2.2 <u>Successors and Assigns</u>. The provisions of this Assignment shall be covenants running with the land, and this Assignment shall extend to, be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns.
- 2.3 <u>Governing Law.</u> THIS ASSIGNMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS-OF-LAW RULE OR PRINCIPLE THAT MIGHT APPLY THE LAW OF ANOTHER JURISDICTION.
- 2.4 <u>Severability</u>. If any provision of this Assignment is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to make it valid and enforceable and if it cannot be so modified, it shall be deemed deleted and the remainder of the Assignment shall continue and remain in full force and effect.
- 2.5 <u>Counterparts.</u> This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart signature page by facsimile or electronic transmittal (PDF) is as effective as executing and delivering this Assignment in the presence of the other Party to this Assignment.

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	ASSIGNOR:
WITNESSES:	Kosmos Energy Gulf of Mexico Operations, LLC
Printed Name: Parker J. Auld  Printed Name: Name: Nama Riez	By: Casey Stewart Vice President and Assistant Secretary
	ASSIGNEE:
WITNESSES:	HEQ II Royalties, LLC
	By:
Printed Name:	Heath Suire Vice President
Police 1NI	

**ASSIGNOR:** 

WITNESSES:	Kosmos Energy Gulf of Mexico Operations, LLC
Printed Name:	By: Casey Stewart Vice President and Assistant Secretary
Printed Name:	
	ASSIGNEE:
WITNESSES:	HEQ II Royalties, LLC
Matthe Marina Ann Moore  Matther Wager  Printed Name: Matthew Magers	By: Heath Suire Vice President

STATE OF TEXAS	§ §
COUNTY OF HARRIS	§ §
appeared <b>Heath Suire</b> , who <b>LLC</b> , a Delaware limited lia	of November, 2025, before me, the undersigned officer, personally acknowledged himself to be the Vice President of <b>HEQ II Royalties</b> , ability company, and acknowledged that he, as being authorized so to instrument for the purposes therein contained, by signing the name of
In witness whereof, I	hereunto set my hand and official seal.
My Commission Expires:	Vanin V. Vella
4-24-2028	Notary Public in and for the state of Texas
STATE OF TEXAS COUNTY OF HARRIS	VANESSA VELTMAN Notary Public, State of Texa Comm. Expires 04-24-2028 Notary ID 11689336
appeared Casey Stewart, knd subscribed as Vice Presider Operations, LLC, a Delaw	of November, 2025, before me, the undersigned officer, personally own to me (or satisfactorily proven) to be the person whose name is not and Assistant Secretary for <b>Kosmos Energy Gulf of Mexico</b> are limited liability company, and acknowledged that he, as being sed the foregoing instrument for the purposes therein contained, by pany.
In witness whereof, I	hereunto set my hand and official seal.
My Commission Expires:	
	Notary Public in and for the state of Texas

STATE OF TEXAS	§
	§
COUNTY OF HARRIS	§

On this the 3rd day of November, 2025, before me, the undersigned officer, personally appeared **Heath Suire**, who acknowledged himself to be the Vice President of **HEQ II Royalties**, **LLC**, a Delaware limited liability company, and acknowledged that he, as being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:		
	Notary Public in and for	
	the state of Texas	

STATE OF TEXAS §
COUNTY OF HARRIS §

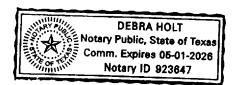
On this the 3rd day of November, 2025, before me, the undersigned officer, personally appeared Casey Stewart, known to me (or satisfactorily proven) to be the person whose name is subscribed as Vice President and Assistant Secretary for **Kosmos Energy Gulf of Mexico Operations**, LLC, a Delaware limited liability company, and acknowledged that he, as being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires: 5-1-26

Notary Public in and for

the state of Texas



#### ASSIGNMENT OF PREVIOUSLY CREATED OVERRIDING ROYALTY INTEREST

This Assignment of Previously Created Overriding Royalty Interest (this "<u>Assignment</u>"), dated this 3rd day of November, 2025, but to be effective as of the Effective Time, is between **Kosmos Energy Gulf of Mexico Operations, LLC**, a Delaware limited liability company ("<u>Assignor</u>"), whose address is 15011 Katy Freeway, Suite 700, Houston, Texas 77094 and **HEQ II Royalties, LLC**, a Delaware limited liability company ("<u>Assignee</u>"), whose address is Two Allen Center, 1200 Smith, Suite 2400, Houston, Texas 77002. Assignor and Assignee may be collectively referred to hereafter as the "<u>Parties</u>", and each individually as a "<u>Party</u>".

WHEREAS, effective as of May 1, 2017, HEDV String Music, LLC assigned to Deep Gulf Energy III, LLC an overriding royalty interest in and to the Lease (as identified and defined below), equal to three percent (3%) of eighteen percent (18%) of 8/8th (0.54% of 8/8ths), as filed in the public records of Plaquemines Parish on May 3, 2018 in Conveyance Book 1395, Page 670, File No. 2018-00001540 (the "ORRI" or "Assigned Interest").

# ARTICLE I ASSIGNMENT AND CONVEYANCE

1.1. <u>Assignment.</u> Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the covenants, terms, conditions, exceptions, or reservations provided below, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee, its successor and assigns, all of its right, title and interest in and to the ORRI in and to the following oil and gas lease (the "Lease"):

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 35821, effective as of July 1, 2016, granted by the United States of America, as Lessor, in favor of Deep Gulf Energy III, LLC, as Lessee, covering all of Block 385, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10.

TO HAVE AND TO HOLD said ORRI in and to the Lease, unto Assignee, its successors and assigns forever, subject only to the exceptions and other provisions stated herein, said Assignee agrees to perform all the conditions, obligations and covenants thereof.

- 1.2. <u>Effective Time</u>. This Assignment shall be effective for all purposes as of August 1, 2025, at 7:00 a.m. local time where the Lease is located ("<u>Effective Time</u>").
- 1.3. Purchase and Sale Letter Agreement. This Assignment is made, delivered and accepted pursuant and subject to the terms and provisions of that certain Purchase and Sale Letter Agreement, dated November 3, 2025, by and between Assignor and Assignee (the "Agreement"), which is hereby deemed incorporated by reference into this Assignment to the fullest extent permitted by law. Capitalized terms used, but not defined herein shall have the meanings ascribed to such terms in Agreement. In the event of a conflict between the provisions of this Assignment and the provisions of the Agreement, the provisions of the Agreement shall govern. For the

avoidance of doubt, nothing in this Assignment will supersede, amend, alter or modify the terms or conditions of the Agreement.

- 1.4. <u>No Burdens</u>. The Assigned Interest is free and clear of any liens, claims, burdens or other encumbrances whatsoever.
- 1.5. <u>Warranty, Subrogation</u>. Assignor agrees to warrant and forever defend title to the Assigned Interest from and against the lawful claims of all third parties claiming by, through and under Assignor, but not otherwise. Assignor assigns and grants to Assignee all rights, claims and causes of action under title or warranties of title given or made by Assignor's predecessors in interest with respect to the Assigned Interest, and Assignee is specifically subrogated to all rights which Assignor may have against such predecessors in interest with respect to the Assigned Interest, to the extent Assignor may legally transfer such rights and grant such subrogation.

# ARTICLE II MISCELLANEOUS PROVISIONS

- 2.1 <u>Further Assurances</u>. Assignor agrees to execute and deliver to Assignee, from time to time, all such other and additional documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively grant, convey and assign to Assignee the rights and interests conveyed to Assignee hereby or intended so to be.
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	ASSIGNOR:
WITNESSES:	Kosmos Energy Gulf of Mexico Operations, LLC
Printed Name: Parker J. Auld  Printed Name: Name: Nama Riez	By: Casey Stewart Vice President and Assistant Secretary
	ASSIGNEE:
WITNESSES:	HEQ II Royalties, LLC
	By:
Printed Name:	Heath Suire Vice President
Police 1NI	

**ASSIGNOR:** 

WITNESSES:	Kosmos Energy Gulf of Mexico Operations, LLC
Printed Name:	By: Casey Stewart Vice President and Assistant Secretary
Printed Name:	
	ASSIGNEE:
WITNESSES:	HEQ II Royalties, LLC
Matthe Marina Ann Moore  Matther Wager  Printed Name: Matthew Magers	By: Heath Suire Vice President

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STATE OF TEXAS §
COUNTY OF HARRIS §

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In witness whereof, I hereunto set my hand and official seal.

My Commission Expires: 5-1-26

Notary Public in and for

the state of Texas

