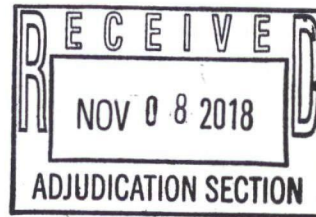


HE&D OFFSHORE, L.P.

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



November 7, 2018

Via FedEx Overnight

Bureau of Ocean Energy Management
Department of the Interior
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394
Attention: Adjudication Unit – Mail Stop GM-276A

RE: Non-Required Filing
Assignment of Overriding Royalty Interest
Atwater 23 – King Cake Prospect
OCS-G 35015
Offshore, Louisiana

Ladies and Gentlemen:

Enclosed please find two originals of the following document:

- Title of Document:** Assignment of Overriding Royalty Interest in Oil and Lease
- Identities of Parties to Document:** By and between AWA Investments, LLC as Assignor and the Harrison 2011 Descendants' Trust and AWA Investments, LLC as Assignees
- Lease Affected:** OCS-G 35015
- Category to be Filed:** 5 = Overriding Royalty, Production Payment, Net Profit
- Service Fees:** Pay.Gov receipt enclosed in amount of 29.00

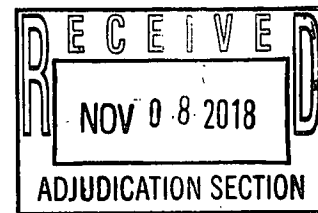
Once this document has been filed as requested, I would appreciate your stamping and returning a copy to my attention in the self-addressed and postage paid envelope. If you should have any questions my direct number is 713.586.5746 or email salford@houstonenergyinc.com.

Sincerely,

HE&D Offshore L.P.

Sue A. Alford
Enclosures

**ASSIGNMENT OF
OVERRIDING ROYALTY INTEREST
IN OIL AND GAS LEASE**



**King Cake Prospect
AT 23 OCS-G 35015**

**THE UNITED STATES OF AMERICA
OUTER CONTINENTAL SHELF
OFFSHORE LOUISIANA**

§
§ **KNOW ALL MEN BY THESE PRESENTS:**
§

THAT, **AWA Investments, LLC**, a Texas limited liability company, whose address is Two Allen Center, 1200 Smith, Suite 2400, Houston, Texas 77002, (hereinafter referred to as "Assignor") is the owner of an overriding royalty interest in and to the oil and gas lease (hereinafter referred to as the "Lease") more fully described on the attached Exhibit "A".

RECITALS

As of the date of this assignment, Assignor is the owner of a 0.69827% overriding royalty interest in the Lease and now Assignor desires to assign unto **Frank William Harrison, IV, Trustee of the Harrison 2011 Descendants' Trust under agreement dated 1/26/11** (hereinafter referred to as "Assignee") that part of the overriding royalty that will net Assignee one tenth of one percent (0.10%) overriding royalty interest (of 6/6ths).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby TRANSFER, CONVEY, SELL and ASSIGN, subject to the terms contained herein, unto Assignee a part of Assignor's overriding royalty interest in the Lease conveying one tenths of one percent (0.10%), such interest assigned hereby is sometimes hereinafter referred to as the ("Overriding Royalty"). After giving effect to this assignment it is the intent of Assignor that the override is owned as follows:

	<u>ORRI</u>
Frank William Harrison IV, Trustee of the Harrison 2011 Descendants' Trust Two Allen Center 1200 Smith, Suite 2400 Houston, Texas 77002	0.10000%
AWA Investments, LLC Two Allen Center 1200 Smith, Suite 2400 Houston, Texas 77002	0.59827%
	<u>0.69827%</u>

Such Overriding Royalty interest shall be due only with respect to oil, gas and other minerals produced, saved and marketed from or attributable to the Lease, it being understood that any oil, gas or other minerals utilized in drilling, reworking, producing or other operations shall be specifically deducted in calculating such overriding royalty. Such Overriding Royalty shall be free and clear of any cost of drilling or production, but shall bear proportionately all applicable taxes including, but not limited to, severance or other similar taxes applicable to production. Such Overriding Royalty shall never be calculated, paid or determined on a basis in excess of the actual proceeds of production after deduction of the foregoing.

The Lease, or parts thereof, may be pooled, unitized, communitized or formed into a joint development area together with other leases, without the necessity for the consent or joinder of the holder of such Overriding Royalty. Such Overriding Royalty shall be subject to proportionate reduction (i) on account of the failure of leasehold or mineral title; (ii) on account of unitization, pooling or the formation of a joint development area with other leases in the area; (iii) in the event the Lease relates to less than the entirety of the minerals; or (iv) to the extent the original overriding royalty interest in the Lease owned by Assignor's predecessor in title relate to or is derived from less than the entirety of the leasehold interest, then the Overriding Royalty herein conveyed shall be proportionately reduced. If the interest conveyed herein is subject to proportionate reduction, then such interest shall be payable to Assignee in the proportion that the original overriding royalty interest in the Lease owned by Assignor's predecessor in title bears to the entire interest in the Lease and further in the proportion that the Lease bears to the entire interest in the communitized area, pooled unit or joint development area, if formed.

The owners of the Lease shall have the right to surrender, or permit to expire, the Lease without the necessity or joinder of the Overriding Royalty interest holder thereof and such owners shall not be in any manner obligated to maintain, preserve or continue in effect the Lease in any manner whatsoever, or to drill or rework any well or wells thereon or conduct any operation whatsoever thereunder.

This Assignment is made and Assignee acknowledges that this Assignment is made subject to all of the terms and conditions contained in the Lease.


Subject to the matters set forth herein, Assignor, to the extent of the interest conveyed hereunder, 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 conveyed hereby, but only upon full execution by all signatories of this Assignment or a counterpart hereof.

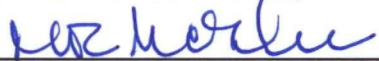
This Assignment shall inure to the benefit of and be binding upon the successors, representatives, and assigns of the parties hereto.

IN WITNESS WHEREOF, this Assignment is executed as indicated below and made effective as of the date the last party executes this Assignment.

WITNESSES:



Allen Wilhite
(Printed Name of Witness)



Mimi McGehee
(Printed Name of Witness)

ASSIGNOR:


AWA Investments, LLC




Frank W. Harrison, III, Managing Member

Date: 11.6.18

WITNESSES:




Allen Wilhite
(Printed Name of Witness)



Mimi McGehee
(Printed Name of Witness)

ASSIGNEE:

Harrison 2011 Descendants' Trust



Frank William Harrison, IV, Trustee of the
Harrison 2011 Descendants' Trust under
agreement dated 1/26/11

Date: 11.6.18

ACKNOWLEDGMENTS

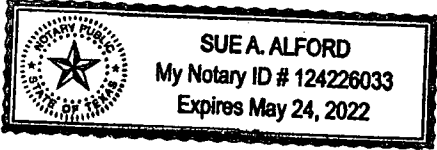
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Frank W. Harrison, III**, Managing Member of AWA Investments, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 6th day of November, 2018.

Sue A. Alford

Notary Public - State of Texas



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Frank William Harrison, IV**, Trustee of the Harrison 2011 Descendants' Trust under agreement dated 1/26/11 known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein

GIVEN under my hand and seal of office this 6th day of November, 2018.

Sue A. Alford

Notary Public - State of Texas

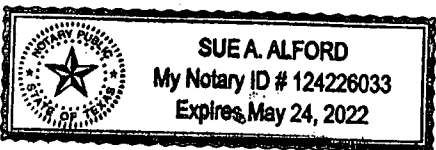


EXHIBIT "A"

Attached to and made a part of Assignment of Overriding Royalty Interest in Oil and Gas Lease by and between AWA Investments, LLC, as Assignor and Frank William Harrison IV, Trustee of the Harrison 2011 Descendants' Trust, as Assignee

King Cake Prospect

Oil and Gas Lease of Submerged Lands bearing Serial number OCS-G 35015 dated effective August 1, 2013, between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P. and Red Willow Offshore, LLC as Lessees, described as All of Block 23, Atwater Valley, OCS Official Protraction Diagram, NG 16-01, covering approximately 5,760.00 acres.