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

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ADJUDICATION SECTION
DEC 01 2020

HOUSTON ENERGY

November 30, 2020

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 of Non-Required Document
Assignment of Overriding Royalty Interest
Green Canyon Block 943 OCS-G 36060
Green Canyon Block 944 OCS-G 36061
Green Canyon Block 987 OCS-G 36309
Green Canyon Block 988 OCS-G 35417
Winterfell Prospect (fka Monarch)

Ladies and Gentlemen:

Enclosed please find 2 pdfs of the following:

Title of Document:	Assignment of Overriding Royalty Interest in Oil and Gas Leases
Identities of Parties to Document:	Ishtaca, LLC, as Assignor and Ishtaca II, LLC, as Assignee
Lease Affected:	OCS-G 36060, OCS-G 36061, OCS-G 36309, OCS-G 35417
Category to be Filed:	5 = **Overriding Royalty**, Production Payment, Net Profit
Service Fees:	Pay.gov receipt for $116.00

Once this document has been filed as requested, I would appreciate your returning by email a stamped copy of same. I have attached the cover letter and receipts for each of the leases so that they may be scanned individually.

Please contact me if you should have any questions or need additional information. My direct phone is 713.586.5746 or email salford@houstonenergyinc.com.

Sincerely,

HOUSTON ENERGY, L.P.

Sue A. Alford

Sue A. Alford

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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST IN OIL AND GAS LEASES

Winterfell Prospect

THE UNITED STATES OF AMERICA
OUTER CONTINENTAL SHELF
OFFSHORE LOUISIANA

THAT, Ishtaca, 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 leases (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 0.2748400% overriding royalty interest in the Leases and now desires to assign all of its overriding royalty interest unto **Ishtaca II, LLC**, a Texas limited liability company whose address is Two Allen Center, 1200 Smith, Suite 2400, Houston, Texas 77002, (hereinafter referred to as "Assignee") such that the 0.2748400% overriding royalty interest is now owned as follows:

	Ownership Interest
Ishtaca II, LLC	0.2748400%

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 the above Assignee, an

overriding royalty interest in the Leases as reflected above (such interest assigned hereby is sometimes referred to as the "Overriding Royalty").

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 Leases, 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 Leases, 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 relate 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 Leases 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 Leases shall have the right to surrender, or permit to expire, the Leases 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 Leases 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 Leases.

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 October 15, 2020.

Signature pages to follow

WITNESSES:

Martha Ann Moore

Martha Ann Moore
(Printed Name of Witness)

Shirley Cox

Shirley Cox
(Printed Name of Witness)

ASSIGNOR:

Ishtaca, LLC

By: _____
Paul Wieg
Managing Member

Date: 10/15/2020

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Paul Wieg, Managing Member of **Ishtaca, 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 15th day of October, 2020.

Sue A Alford
Notary Public - State of Texas

SUE A. ALFORD
My Notary ID # 124223033
Expires May 24, 2022

WITNESSES:

Martha Ann Moore

Martha Ann Moore
(Printed Name of Witness)

Shirley Cox

Shirley Cox
(Printed Name of Witness)

ASSIGNOR:

Ishtaca II, LLC

By: _____
Paul Wieg
Managing Member

Date: 10/15/2020

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Paul Wieg, Managing Member of **Ishtaca II, LLC**, and 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 15th day of October, 2020.

SUE A. ALFORD
My Notary ID # 124226033
Expires May 24, 2022

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 Leases dated effective October 15, 2020, by and between Ishtaca, LLC, as Assignor and Ishtaca II, LLC, as Assignee

LEASES

Winterfell Prospect

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 36060, dated effective June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C., and CL&F Offshore LLC, as Lessee, covering all of Block 943, Green Canyon, OCS Official Protraction Diagram, NG 15-03, (the "**GC 943 Lease**"); and

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 36061, dated effective June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., Red Willow Offshore, LLC, LLOG Bluewater Holdings, L.L.C., and CL&F Offshore LLC, as Lessee, covering all of Block 944, Green Canyon, OCS Official Protraction Diagram, NG 15-03, (the "**GC 944 Lease**"); and

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 36309, dated effective June 1, 2018, by and between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC, and LLOG Bluewater Holdings, L.L.C., as Lessee, covering all of Block 987, Green Canyon, OCS Official Protraction Diagram, NG 15-03, (the "**GC 987 Lease**"); and

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 35417, dated effective June 1, 2014, by and between the United States of America, as Lessor, and Houston Energy, L.P., and Red Willow Offshore, LLC, as Lessee, covering all of Block 988, Green Canyon, OCS Official Protraction Diagram, NG 15-03, (the "**GC 988 Lease**")