Via Electronic Mail
United States Department of the Interior
Bureau of Ocean Energy Management
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2394
Attention: Adjudication Unit

Re: Non-Required Filings

Dear Madam or Sir:

Enclosed herewith please find the document described below:

Assignment of Overriding Royalty Interest, dated effective August 17, 2022, by Snowing at Louise Inc., as Assignor, to Cohen Development Royalties LLC, as Assignee.

Please file this document under **Category 5, Overriding Royalty, Production Payment, Net Profit**, in the non-required filing records maintained by your office affecting the following leases:

1. **OCS-G 25232**, WR 52;
2. **OCS-G 28148**, N/2 WR 53;
3. **OCS-G 31938**, WR 51; and

Also enclosed are pay.gov receipts evidencing payment of the required filing fees. Should you have any questions, please contact the undersigned at 504-561-0400.

Thank you in advance for your courtesies in this matter.

Yours very truly,

Patti L. Spinney
Legal Assistant

Enclosures
ASSIGNMENT OF OVER RIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVER RIDING ROYALTY INTEREST (herein called “Assignment”) is made by Snowing at Louise Inc. with a notice address of 5847 San Felipe Street, Suite 2200, Houston, Texas 77057 (hereinafter called “Assignor”), to Cohen Development Royalties LLC, a Delaware limited liability company, whose address is 3948 Legacy Drive, Suite 106 (#306), Plano, Texas 75023 (“Assignee”), effective as of August 17, 2022 (the “Effective Date”).

WHEREAS, pursuant to the instrument more particularly identified and described on Exhibit “A” hereto (the “Conveyance”), Assignor acquired certain overriding royalty interests burdening the following Oil and Gas Leases or portion thereof (“Subject Leases”), to-wit:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 31938, dated effective December 1, 2007, granted by the United States of America, as Lessor, in favor of ConocoPhillips Company, as Lessee, covering all of Block 51, Walker Ridge, OCS Official Protraction Diagram, NG 15-06 (the “WR 51 Lease”);

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 25232, dated effective June 1, 2003, granted by the United States of America, as Lessor, in favor of Kerr-McGee Oil & Gas Corporation, as Lessee, covering all of Block 52, Walker Ridge, OCS Official Protraction Diagram, NG 15-06 (the “WR 52 Lease”);

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 28148, dated effective May 1, 2006, granted by the United States of America, as Lessor, in favor of Hunt Oil Company, as Lessee, covering all of Block 53, Walker Ridge, OCS Official Protraction Diagram, NG 15-06, INSOFAR AND ONLY INSOFAR as said lease covers the North ½ of Block 53, Walker Ridge (the “N/2 of WR 53 Lease”); and

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 36315, dated effective June 1, 2018, granted by the United States of America, as Lessor, in favor of LLOG Exploration Offshore, L.L.C. and Venari Offshore LLC, as Lessee, covering all of Block 95, Walker Ridge, OCS Official Protraction Diagram, NG 15-06 (the “WR 95 Lease”).

WHEREAS, in accordance with that certain sale agreement between the Assignor and the Assignee, dated as of the date hereof (the “Sale Agreement”), the Assignor and Assignee desire that Assignor convey to Assignee the undivided overriding royalty interest amounts more particularly set forth on Exhibit “B” hereto in and to each of the Subject Leases, together with other rights associated therewith under the Conveyance, until a certain condition contained in Section 5.2.1. of that certain Framework Agreement (as it may be amended, supplemented or modified from time to time), by and among Gideon Tadmor, Chanan Reichman, Jochanan Ja’akov Wolf and Yacob Katz dated effective as of June 22, 2017 (“Framework Agreement”) is met, at which time the overriding royalty interest amounts will automatically and without action by the
parties, be revised to the undivided overriding royalty interest amounts in and to each of the Subject Leases more particularly set forth on Exhibit “C” hereto (the “Subject ORRIs”).

NOW, THEREFORE, for and in consideration of the good and valuable consideration, Assignor hereby GRANTS, ASSIGNS, BARGAINS, TRANSFERS, SELLS, DELIVERS, AND CONVEYS TO ASSIGNEE, subject to the terms and conditions contained herein, the rights, titles and interests in and to the Subject ORRIs as more particularly set forth on Exhibit “B” hereto together with other rights associated therewith under the Conveyance, until a certain condition contained in Section 5.2.1. of the Framework Agreement is met, at which time the overriding royalty interest amounts will automatically and without action by the parties, be revised to the undivided overriding royalty interest amounts in and to each of the Subject Leases more particularly set forth on Exhibit “C” hereto.

This Assignment shall be subject to the terms and conditions of the Conveyance and the Sale Agreement.

TO HAVE AND TO HOLD UNTO ASSIGNEE, its successors and assigns, forever.

[Signature pages follow]
EXECUTED AND DELIVERED on the Effective Date.

ASSIGNOR:  
Snowing at Louise Inc.

By: 
Name: Chanan Yehoshua Reichman  
Title: Director
EXECUTION AND DELIVERED on the Effective Date.

ASSIGNEE:
Cohen Development Royalties LLC

By: [Signature]
Name: Edgar Swerczekson Abbeck
Title: Director/CEO
EXHIBIT “A”

to

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Conveyance of Overriding Royalty Interest, dated effective as of August 1, 2020, by ShenHai, LLC, as Grantor, and Nechamka Investments 2001 Ltd, Yacob Katz, Snowing at Louise Inc. and Jochanan Ja’akov Wolf, as Grantees, recorded as follows:

a. BOEM: Filed 11/04/20
b. Iberia Parish: Filed 11/5/20, COB 1695, Page 304, Inst. #2020-00009033
c. St. Mary Parish: Filed 11/5/20, COB 405, Page 162, Inst. #335662
d. Terrebonne Parish: Filed 11/5/20, COB 2619, Page 41, Inst. #1613802
EXHIBIT “B”

to

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

The following undivided interest out of the applicable Net Revenue Interest as set out below.

“Net Revenue Interest” is calculated as the existing interest of the entity defined as “Grantor” in the Conveyance, in and to the Hydrocarbons (as defined in the Conveyance) produced, saved and sold from the relevant Subject Lease, after deduction of the Lessor’s royalty (i.e. federal royalty).

For removal of doubt, calculation of Net Revenue Interest is subject to future upwards or downwards changes (if any) in Lessor’s royalty.

Calculation as of the date hereof is as follows:

1. **WR 51 Lease:**
   - Existing interest in and to the Lease = 49%
   - Existing Net Revenue Interest (based on Lessor’s royalty of 16.666667%) = 40.833333% of 8/8
   
   \[
   0.252713\% \text{ of } 40.833333\% \text{ of } 8/8 = 0.103191\%
   \]

2. **WR 52 Lease:**
   - Existing interest in and to the Lease = 49%
   - Existing Net Revenue Interest (based on Lessor’s royalty of 12.5%) = 42.875000% of 8/8
   
   \[
   0.252713\% \text{ of } 42.875000\% \text{ of } 8/8 = 0.108351\%
   \]

3. **N/2 of WR 53 Lease:**
   - Existing interest in and to the Lease = 49%
   - Existing Net Revenue Interest (based on Lessor’s royalty of 12.5%) = 42.875000% of 8/8
   
   \[
   0.252713\% \text{ of } 42.875000\% \text{ of } 8/8 = 0.108351\%
   \]

4. **WR 95 Lease:**
   - Existing interest in and to the Lease = 41.85%
   - Existing Net Revenue Interest (based on Lessor’s royalty of 18.75%) = 34.003125% of 8/8
   
   \[
   0.2332\% \text{ of } 34.003125\% \text{ of } 8/8 = 0.079295\%
   \]
EXHIBIT “C”

to

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

The following undivided interest out of the applicable Net Revenue Interest as set out below.

“Net Revenue Interest” is calculated as the existing interest of the entity defined as “Grantor” in the Conveyance, in and to the Hydrocarbons (as defined in the Conveyance) produced, saved and sold from the relevant Subject Lease, after deduction of the Lessor’s royalty (i.e. federal royalty).

For removal of doubt, calculation of Net Revenue Interest is subject to future upwards or downwards changes (if any) in Lessor’s royalty.

Calculation as of the date hereof is as follows:

1. **WR 51 Lease:**
   - Existing interest in and to the Lease = 49%
   - Existing Net Revenue Interest (based on Lessor’s royalty of 16.666667%) = 40.833333% of 8/8
   - 0.27092% of 40.833333% of 8/8 = **0.110625%**

2. **WR 52 Lease:**
   - Existing interest in and to the Lease = 49%
   - Existing Net Revenue Interest (based on Lessor’s royalty of 12.5%) = 42.875000% of 8/8
   - 0.27092% of 42.875000% of 8/8 = **0.116156%**

3. **N/2 of WR 53 Lease:**
   - Existing interest in and to the Lease = 49%
   - Existing Net Revenue Interest (based on Lessor’s royalty of 12.5%) = 42.875000% of 8/8
   - 0.27092% of 42.875000% of 8/8 = **0.116156%**

4. **WR 95 Lease:**
   - Existing interest in and to the Lease = 41.85%
   - Existing Net Revenue Interest (based on Lessor’s royalty of 18.75%) = 34.003125% of 8/8
   - 0.25% of 34.003125% of 8/8 = **0.085008%**