

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

RECEIVED
ADJUDICATION SECTION
FEB 07 2024



February 7, 2024

Via electronic mail: boemadjudication@boem.gov

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 Record Title Interest in Oil & Gas Leases
Atwater Valley, Block 353 OCS-G 37000
Green Canyon, Block 393 OCS-G 36646
Rhaegar Prospect
Offshore, Louisiana

Ladies and Gentlemen:

Enclosed please find two original pdf copies for each of the following leases:

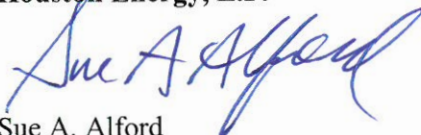
| | |
|--|---|
| <u>Title of Document:</u> | Assignment of Record Title Interest in Oil and Gas Lease |
| <u>Identities of Parties to Document:</u> | By and between Houston Energy, L.P., as Assignor and Murphy Exploration & Production Company – USA, as Assignee |
| <u>Leases Affected:</u> | OCS-G 36646, OCS-G 37000 |
| <u>Category to be Filed:</u> | 7 = Contracts, Agreements, and Conveyances |
| <u>Service Fees:</u> | Pay.Gov receipt enclosed in amount of \$68.00 |

Once these documents have been filed in the Non-Required records under category 7, please provide copies to me at my email address: salford@houstonenergyinc.com

If you should have any questions regarding this submittal, my direct number is 713.586.5746.

Very truly yours,

Houston Energy, L.P.


Sue A. Alford
Land Coordinator

ASSIGNMENT OF RECORD TITLE INTEREST

This Assignment of Record Title Interest (this "Assignment"), dated this 6th day of February, 2024, but to be effective as of the Effective Time, is between **Houston Energy, L.P.**, a Texas limited partnership ("Assignor"), whose address is Two Allen Center, 1200 Smith, Suite 2400, Houston, Texas 77002, and **Murphy Exploration & Production Company – USA**, a Delaware corporation ("Assignee"), whose address is 9805 Katy Freeway, Suite G200, Houston, Texas 77024. Assignor and Assignee may be collectively referred to hereafter as the "Parties", and each individually as a "Party".

ARTICLE I
ASSIGNMENT AND CONVEYANCE

1.1. Assignment. 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, an undivided ten percent (10%) record title interest in and to the following oil and gas leases (collectively, the "Leases"):

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 36646, effective as of July 1, 2019, granted by the United States of America, as Lessor, in favor of Houston Energy, L.P., Red Willow Offshore, LLC and Beacon Offshore Energy Exploration LLC, as Lessees, covering all of Block 393, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing approximately 4,033.4 acres ("GC 393 Lease"); and

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 37000, effective as of February 1, 2021, granted by the United States of America, as Lessor, in favor of Houston Energy, L.P., Red Willow Offshore, LLC and Beacon Offshore Energy Exploration LLC, as Lessees, covering all of Block 353, Atwater Valley, OCS Official Protraction Diagram, NG 16-01, containing approximately 5,760 acres ("AT 353 Lease").

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

1.2. Effective Time. This Assignment shall be effective for all purposes as of January 1, 2024, at 7:00 a.m. local time where the Leases are located ("Effective Time").

1.3. Relevant Agreements. This Assignment is made, delivered and accepted pursuant and subject to the terms and provisions of (i) that certain Joint Bidding Agreement effective March 11, 2019 between Houston Energy, L.P., Beacon Offshore Energy Exploration LLC and Red

Willow Offshore, LLC, pertaining to the GC 393 Lease, (ii) that certain Offshore Operating Agreement attached as Exhibit "C" to Program Agreement effective January 1, 2020 between Houston Energy, L.P., HE&D Offshore, L.P., Beacon Offshore Energy Exploration LLC, BOE Exploration & Production LLC, Ridgewood Energy Corporation, Red Willow Offshore, LLC, CSL CM IV, LP, and CL&F Offshore LLC, pertaining to the AT 353 Lease, (iii) that certain Offshore Operating Agreement attached as Exhibit "D" to Amended and Restated Program Agreement, as amended, dated February 28, 2010, effective October 1, 2009 between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation, pertaining to the GC 393 Lease, and (iv) that certain Purchase and Sale Letter Agreement, dated February 6, 2024, by and between Assignor and Assignee, pertaining to the Leases (the "Agreement"). The Agreement 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. Lease Burdens. The interests conveyed in this Assignment are free and clear of any liens, claims, burdens or other encumbrances whatsoever, save and except the lessor's royalty and those burdens shown on Exhibit A attached hereto.

1.5. Warranty, Subrogation. Assignor agrees to warrant and forever defend title to the assigned interests 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 interests, and Assignee is specifically subrogated to all rights which Assignor may have against such predecessors in interest with respect to the assigned interests, to the extent Assignor may legally transfer such rights and grant such subrogation.

ARTICLE II **MISCELLANEOUS PROVISIONS**

2.1 Further Assurances. 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 Exhibit. The Exhibit referred to in this Assignment is hereby incorporated in this Assignment by reference and constitutes a part of this Assignment.

2.3 Successors and Assigns. 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.

2.4 Form Approvals. Separate governmental form assignments of the Leases may be executed on officially approved forms by Assignor and Assignee, in sufficient counterparts to satisfy statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms hereof. The interests conveyed by such separate assignments are the same, and not in addition to, the record title interests conveyed herein.

2.5 Governing Law. 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.

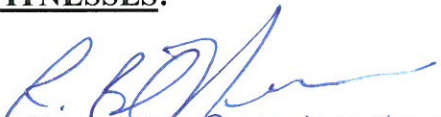
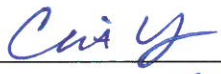
2.6 Severability. If any provision of this Assignment is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to make it valid and enforceable and if it cannot be so modified, it shall be deemed deleted and the remainder of the Assignment shall continue and remain in full force and effect.

2.7 Counterparts. 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 other Party to this Assignment.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, this Assignment has been executed and delivered by each Party hereto on the date of its acknowledgement, but for all purposes hereunder effective as of the Effective Time.


WITNESSES:


Printed Name: R. Blake Newsom

Printed Name: Clint Yaeger


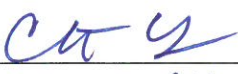
ASSIGNOR:

Houston Energy, L.P.

By: Sewanee Investments, LLC, its General Partner

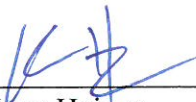
By: 
Name: Heath Suire
Title: Offshore Land Manager

WITNESSES:


Printed Name: R. Blake Newsom

Printed Name: Clint Yaeger

ASSIGNEE:

**Murphy Exploration & Production
Company - USA**

By: 
Name: Kane Heinen
Title: Attorney-in-Fact

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this the 6th day of February, 2024, before me, the undersigned officer, personally appeared **Heath Suire**, who acknowledged himself to be the Offshore Land Manager of Sewanee Investments, LLC, a Louisiana limited liability company, being the General Partner of **Houston Energy, L.P.**, a Texas limited partnership, 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 partnership.

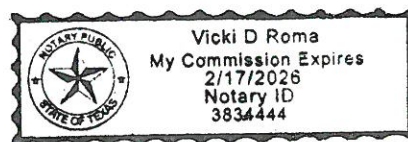
In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

2-17-2026

Vicki D. Roma
Notary Public in and for
the state of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §



On this the 6th day of February, 2024, before me, the undersigned officer, personally appeared **Kane Heinen**, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact for **Murphy Exploration & Production Company - USA**, a Delaware corporation, 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 corporation.

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

My Commission Expires:

2-17-2026

Vicki D. Roma
Notary Public in and for
the state of Texas



Exhibit A

attached to and made a part of that certain Assignment of Record Title Interest,
dated effective as of January 1, 2024, between
Houston Energy, L.P. and Murphy Exploration & Production Company – USA

Burdens on the Leases:

The 8/8ths interest in the Leases are subject to the following burdens, and Assignee's interest shall be subject to a proportionate share of the following burdens:

GC 393 Lease

- 1% of 8/8 overriding royalty interest in favor of TGS-NOPEC Geophysical Company.
- 3% of 8/8 overriding royalty interest in favor of HE&D Offshore, L.P., its successors and assigns.
- 10% of 8/8 carried working interest in favor of HE&D Offshore, L.P., its successors and assigns.
- Drilling Bonus of \$100,000 and Commercial Production Plan Bonus of \$100,000 in favor of TGS-NOPEC Geophysical Company.

AT 353 Lease

- 1% of 8/8 overriding royalty interest in favor of TGS-NOPEC Geophysical Company.
- 2% of 8/8 overriding royalty interest in favor of HE&D Offshore, L.P., its successors and assigns.
- 7.50% of 8/8 carried working interest in favor of HE&D Offshore, L.P., its successors and assigns.
- Drilling Bonus of \$200,000 and Commercial Production Plan Bonus of \$350,000 in favor of TGS-NOPEC Geophysical Company.