

 **CHAMBERLAIN, HRDLICKA, WHITE, WILLIAMS & AUGHTRY, P.C.**
ATTORNEYS AT LAW

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HOUSTON
ATLANTA
PHILADELPHIA
SAN ANTONIO

April 24, 2024

Via Email - boemadjudication@boem.gov
amber.fell@boem.gov

RECEIVED
ADJUDICATION SECTION
APR 25 2024

Bureau of Ocean Energy Management (BOEM), 2nd Floor
Attn: Amber B. Fell, Adjudication Section
1201 Elmwood Park Boulevard
Metairie, Louisiana 70123

Re: Recording of Assignment of Overriding Royalty Interest
OCS-G 35662; 35862; 35864; 35865; 35867 and 35868

Dear Ms. Fell:

As discussed by telephone, attached for recording is an Assignment of Overriding Royalty Interest (“Assignment”) from Jerome C. Tebo, individually, as Assignor, in favor of Tebo Covenant LLC, a Texas limited liability company, as Assignee, dated effective as of April 10, 2024.

Using the list you provided in your 4/16/24 email to Al Ruffin, please file the Assignment in both: **Category No.: 5; Overriding Royalty, Production Payment, Net Profit, and Category No.: 7; Contracts, Agreements and Conveyances.** The OCS Oil and Gas Lease numbers affected by the Assignment are: **OCS-G 35662; OCS-G 35862; OCS-G 35864; OCS-G 35865; OCS-G 35867 and OCS-G 35868.** (NOTE that, on the Pay.Gov website, the Category Names above correspond to the Category Names on the list you provided in your email to Al Ruffin, but there were no corresponding Category Nos. “5” and “7” on the Pay.Gov choice list.)

Also attached with this transmittal are copies of two (2) Pay.Gov (<https://pay.gov/receipts>) receipts totaling \$408.00, evidencing the filing fees for the Assignment (i.e. \$204.00 for filing in your Category No. 5; and \$204.00 for filing in your Category No. 7.

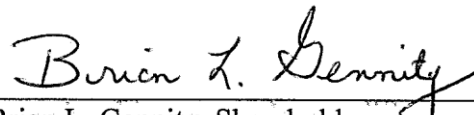
After recording of the document, please return the date-stamped document at my email address Brian.Gennity@Chamberlainlaw.com.

If you have any questions, please call me at 713-654-9619 to discuss.

Thank you for your assistance in this matter.

Yours very truly,

CHAMBERLAIN, HRDLICKA, WHITE,
WILLIAMS & AUGHTRY, P.C.

By: 
Brian L. Gennity, Shareholder

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RECEIVED
ADJUDICATION SECTION
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BLG:sh

Attachments

cc: Al Ruffin – *Via Email* – *alruffin@ruffinenergy.com*
(w/attachments)

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OCS-G 35662
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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THE UNITED STATES OF AMERICA §
 § KNOW ALL MEN BY THESE PRESENTS:
OUTER CONTINENTAL SHELF §

THAT, Jerome C. Tebo, individually, whose address is 2015 Crystal Downs Drive, Katy, Texas 77450 (“Assignor”), for and in consideration of **TEN DOLLARS (\$10.00)** cash in hand paid, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby **BARGAIN, GRANT, SELL, CONVEY, TRANSFER and ASSIGN** unto Tebo Covenant LLC, a Texas limited liability company, with an address at 2015 Crystal Downs Drive, Katy, Texas 77450 (“Assignee”), all of Assignor’s right, title and interest in and to all overriding royalty interests (“**ORRI**”) owned by Assignor in the leases identified in Exhibit “A” attached hereto and made a part hereof (“**Leases**”), and the lands covered thereby, and any renewals or extensions thereof obtained by or for the benefit of Assignor within one (1) year from the expiration of each of the respective Leases.

In the event the Lease shall cover and include less than an undivided 100% mineral interest in and to all oil, gas and hydrocarbons in, on or under the lands covered by the Leases or should the leasehold rights, titles and interests in the Lease fail or terminate, in whole or in part for any reason, then the interest herein assigned shall be proportionately reduced with reference to such land, or portions thereof, so affected.

This Assignment is made by Assignors and accepted by Assignees subject to the following:

1. All of the terms, conditions and obligations contained in the Leases; and,
2. That certain unrecorded revised and extended Consulting and Exploration Agreement (“**Consulting Agreement**”) dated effective July 1, 2013 by and between Jerome C. Tebo, as an Individual Member of Blue Streak Exploration Group and LLOG Exploration Offshore, L.L.C., et al.

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3. Any and all documents recorded in Plaquemines, Lafourche or Jefferson Parishes, Louisiana, or in any other Parish, Louisiana; and
4. All of the contracts (including all documents listed in any exhibits to such contracts), and recorded documents referenced on Exhibit "B" attached hereto and made a part hereof to the extent that they affect the Leases or the ORRI.

The ORRI hereby assigned shall be free of all costs of operations and drilling and shall be computed by the same method and under the same conditions and circumstances as the royalty provided to be sold or delivered in the Leases (except that any Royalty Relief or Royalty Suspension Volumes granted by the Lessor in the Leases shall have no effect on the third party or parties obligated under the Consulting Agreement or any of the contracts listed in Exhibit "B" to pay the ORRI hereunder during the period of Royalty Relief or Royalty Suspension Volume), and shall be subject to any provisions therein regarding deductions for marketing or other Lessor approved deductible production related costs or expenses including a proportionate part of all applicable severance and production taxes.

If any of the Leases is subject to, or becomes subject to, an offshore operating agreement ("OOA") and, under the terms of such OOA, the working interest from which the ORRI derives is forfeited (either permanently or during a period of recoupment) for a non-participation and/or non-consent operation, and the ORRI is determined to be a subsequently created burden under the terms of the OOA, then the affected ORRI assigned herein shall be suspended until such time as such costs and/or penalties have been recovered or such other cause for suspension is removed and such working interest is reinstated, at which time the ORRI shall be so reinstated. If any of the Leases has been acquired through a farmout or other agreement(s) which provides for the contractual reduction of the working interest in the Lease from which the ORRI is derived upon the occurrence of some future event (e.g. payout of a test well or the like), the affected ORRI assigned herein shall also be reduced at the same time and in the same proportion as the affected working interest.

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The respective operators of the Leases, their successors and assigns, shall have the right to pool, combine or unitize any of the Leases and any portion or portions of the lands covered thereby with other land, lease(s) or mineral interest in any manner and at any time before or after production, without the consent or approval of Assignee, its successors or assigns. In the event acreage covered by the Leases, or any portion thereof, is pooled, contractually combined or unitized with other lands, lease(s) or mineral interest to comprise a unit (or units), Assignee's ORRI assigned herein shall be reduced in the same proportion that the lease acreage or a portion thereof is pooled, contractually combined or unitized. If the lease acreage or any portion thereof in any such unit is subject to revision due to the inclusion or exclusion of acreage, or the addition or revision of any participating areas defined in a governing unit agreement, the affected ORRI assigned herein shall be either reduced or increased in the same proportion that the lease acreage or any portion thereof pooled, contractually combined or unitized is reduced or increased.

Assignee acknowledges that neither Assignor nor any of the respective lessees under the Leases shall never be under an obligation to Assignee, its successors or assigns, to maintain the Leases in force and effect by the payment of rentals, the drilling of wells or otherwise; the ORRI herein conveyed being due and payable out of production if and when it should be obtained by the respective operators of the Leases, their successors and assigns.

All provisions contained herein shall be binding on all successors and assigns of Assignor and on all successors and assigns of Assignee.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns, without warranty of title, either expressed or implied, except as to all persons claiming by, through or under Assignor.

THIS assignment shall have an effective date as of April 10, 2024.

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IN WITNESS WHEREOF, this instrument is executed this 10th day of April, 2024.

WITNESSES

ASSIGNOR:

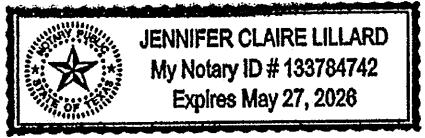
[Signature]
Printed Name: Trever J. Thuston
[Signature]
Printed Name: Nathan Lasky

[Signature]
Jerome C. Tebo, individually

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Harris §

On this 10th day of April, 2024, before me personally appeared **Jerome C. Tebo**, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed it as his free act and deed.



[Signature]
[Signature of notarial officer]
My Commission Expires:
May 27, 2026

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WITNESSES

ASSIGNEE:

[Signature]
Printed Name: Trever J. Thuston

TEBO COVENANT LLC

[Signature]
Printed Name: Nathan Lockett

By: [Signature]
Jerome C. Tebo, Manager

ACKNOWLEDGEMENT

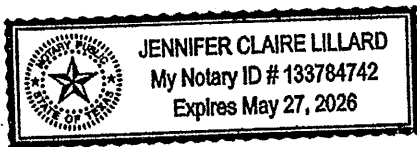
STATE OF TEXAS

§
§
§

COUNTY OF Harris

On this 10th day of April, 2024, before me appeared **Jerome C. Tebo**, to me personally known, who being duly sworn, did say that he is the Manager of Tebo Covenant LLC, a Georgia Limited Liability Company, and that the foregoing instrument was executed on behalf of said limited liability company by authority of its Board of Managers, and he also acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature]
[Signature of notarial officer]



My Commission Expires:
May 27, 2024

EXHIBIT "A"

Attached to and made a part of that certain
Assignment of Overriding Royalty Interest from
Jerome C. Tebo, individually, as Assignor, to Tebo Covenant LLC, as Assignee

LEASES:

Oil and Gas Lease bearing Serial No. OCS-G 35862, effective August 1, 2016 between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al, as Lessees, covering all of Block 345, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing 5,760.00 acres, more or less.

Oil and Gas Lease bearing Serial No. OCS-G 35864, effective August 1, 2016 between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al, as Lessees, covering all of Block 389, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing 5,760.00 acres, more or less.

Oil and Gas Lease bearing Serial No. OCS-G 35865, effective August 1, 2016 between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al, as Lessees, covering all of Block 390, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing 5,760.00 acres, more or less.

Oil and Gas Lease bearing Serial No. OCS-G 35868, effective August 1, 2016 between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al, as Lessees, covering all of Block 434, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing 5,760.00 acres, more or less.

Oil and Gas Lease bearing Serial No. OCS-G 35662, effective June 1, 2015 between the United States of America, as Lessor, and LLOG Bluewater Holdings, L.L.C., as Lessee, covering all of Block 478, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing 5,760.00 acres, more or less.

Oil and Gas Lease bearing Serial No. OCS-G 35867, effective August 1, 2016 between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al, as Lessees, covering all of Block 433, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing 5,760.00 acres, more or less.

END OF EXHIBIT "A"

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EXHIBIT "B"

Attached to and made a part of that certain
Assignment of Overriding Royalty Interest from
Jerome C. Tebo, individually, as Assignor, to Tebo Covenant LLC, as Assignee

**CONTRACTS (INCLUDING ALL DOCUMENTS LISTED IN ANY EXHIBITS TO SUCH CONTRACTS) AND
RECORDED DOCUMENTS:**

1. Assignment of Overriding Royalty Interest, dated effective as of August 1, 2016, from LLOG Exploration Offshore, L.L.C., a Louisiana limited liability company and Ridgewood Energy Corporation, a Delaware corporation (collectively "Assignors"), to David A. Pustka, et al. (collectively "Assignees"), covering Oil and Gas Leases OCS-G 35862, 35864, 35865 and 35868, Green Canyon Blocks 345, 389, 390 and 434, respectively, recorded at Instrument #1226228, Book 2047, Page 425 in the Clerk of Court's Office for Lafourche Parish, Louisiana;
2. Stipulation of Ownership Interests and Assignment, dated effective as of October 19, 2017, by and between LLOG Exploration Offshore, L.L.C., et al. (collectively as the "WI Owners") and AEON Royalties, L.P., et al. (collectively the "ORRI Owners"), covering Oil and Gas Leases OCS-G 35862, 35864, 35865 and 35868, Green Canyon Blocks 345, 389, 390 and 434, respectively, recorded at Instrument #1249669, Book 2087, Page 423 in the Clerk of Court's Office for Lafourche Parish, Louisiana, including all of the documents referenced in Exhibit "A" thereto;
3. Assignment of Overriding Royalty Interest, dated effective as of June 1, 2015, from LLOG Bluewater Holdings, L.L.C., a Delaware limited liability company, as Assignor, to David A. Pustka, et al., (collectively as Assignees), covering Oil and Gas Lease OCS-G 35662, Block 478, Green Canyon, recorded at Instrument #1210268, Book 2023, Page 568 in the Clerk of Court's Office for Lafourche Parish, Louisiana;
4. Stipulation of Ownership Interests and Assignment, dated effective as of April 27, 2017, by and between LLOG Exploration Offshore, L.L.C., et al. (collectively, the "WI Owners"), and AEON Royalties, L.P., et al. (collectively the "ORRI Owners"), covering Oil and Gas Lease OCS-G 35662, Block 478, Green Canyon, recorded at Instrument #1244697, Book 2079, Page 112 in the Clerk of Court's Office for Lafourche Parish, Louisiana;
5. Assignment of Overriding Royalty Interest, dated effective as of August 1, 2016, from LLOG Exploration Offshore, L.L.C., a Louisiana limited liability company, and Ridgewood Energy Corporation, a Delaware corporation (collectively "Assignors"), to David A. Pustka, et al. (collectively "Assignees"), covering Oil and Gas Lease OCS-G 35867, Block 433, Green Canyon, recorded at Instrument #1226227, Book 2047, Page 414 in the Clerk of Court's Office for Lafourche Parish, Louisiana.

END OF EXHIBIT "B"