

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

RECEIVED
ADJUDICATION SECTION
JAN 12 2026



January 12, 2026

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 in Non-Required Document
Assignment of Overriding Royalty Interest
Mississippi Canyon, Block 803 - OCS-G 37488

Ladies and Gentlemen:

Enclosed please find two originals of the following:

Title of Document: Assignment of Overriding Royalty Interest

Identities of Parties to Document: HEDV Zephyrus, LLC, Red Willow Offshore, LLC, Beacon Offshore Energy Exploration LLC, Westlawn GOM Asset 1 Holdco LLC, HEQ II Zephyrus, LLC, Beacon Offshore Energy Operating LLC, Murphy Exploration & Production – USA, Beacon Growthco Operating Company, L.L.C. and TGS-NOPEC Geophysical Company

Lease Affected: OCS-G 37488

Category to be Filed: 5 = Overriding Royalty, Production Payment, Net Profit

Service Fees: Pay.gov receipt for \$38.00

Once this document has been filed, please return a processed copy to my attention at vveltmann@houstonenergyinc.com. Please contact me at 713.400.7781 if you have any questions.

Best regards,

HEDV ZEPHYRUS, LLC

A handwritten signature in blue ink that reads "Vanessa Veltman".

Vanessa V. Veltman, MBA

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

**S. ZEPHYRUS PROSPECT, MC 803
OCS-G 37488**

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

THAT, HEDV Zephyrus, LLC, a Texas limited liability company, whose address is Two Allen Center, 1200 Smith, Suite 2400, Houston, Texas 77002, **Red Willow Offshore, LLC**, a Colorado limited liability company, whose address is 14933 Highway 172, Post Office Box 369, Ignacio, Colorado 81137, **Beacon Offshore Energy Exploration LLC**, a Delaware limited liability company, whose address is 333 Clay Street, Suite 4200, Houston, Texas 77002, **Westlawn GOM Asset 1 Holdco LLC**, a Delaware limited liability company, whose address is 4801 Woodway Drive, Suite 455E, Houston, Texas 77056, **HEQ II Zephyrus, LLC**, a Delaware limited liability company, whose address is Two Allen Center, 1200 Smith, Suite 2400, Houston, Texas 77002, **Beacon Offshore Energy Operating LLC**, a Delaware limited liability company, whose address is 333 Clay Street, Suite 4200, Houston, Texas 77002, **Murphy Exploration & Production Company – USA**, a Delaware corporation, whose address is 9805 Katy Freeway, Suite G200, Houston, Texas 77024 and **Beacon Growthco Operating Company, L.L.C.**, a Texas limited liability company, whose address is 333 Clay Street, Suite 4200, Houston, Texas 77002 (hereinafter referred to individually as an "Assignor" and collectively as "Assignors"), are the owners of one hundred percent of eight-eighths (100% of 8/8ths) record title interest in and to the following oil and gas lease (hereinafter referred to as the "Lease"):

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial Number OCS-G 37488, effective July 1, 2023, between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation, Beacon Offshore Energy Exploration LLC, and Westlawn GOM Asset 1 Holdco LLC, as Lessees, covering all of Block 803, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10.

WHEREAS, Assignors desire to assign unto **TGS-NOPEC Geophysical Company**, a Delaware corporation, whose address is 10451 Clay Road, Houston, Texas 77043 (hereinafter referred to as "Assignee") a certain overriding royalty interest in the Lease.

NOW, THEREFORE, effective as of July 1, 2023, and for and in consideration of the mutual advantages and benefits accruing to the parties hereto and for One Thousand and No/100 Dollars (\$1,000), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and further in consideration of the mutual covenants and

conditions herein contained, Assignors do hereby TRANSFER, CONVEY, SELL and ASSIGN unto Assignee an overriding royalty interest in the Lease equal to one-percent of eight-eighths (1.00% of 8/8ths) (hereinafter referred to as the "Overriding Royalty") proportionately reduced as described below.

The Overriding Royalty 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 the drilling, rework, producing or other operations on such Lease shall be specifically deducted from the gross production prior to calculating the volume for the Overriding Royalty. The Overriding Royalty shall be free and clear of any cost of drilling or production, but shall bear its proportionate share of all applicable taxes, including, but not limited to, severance or other similar taxes applicable to production. The value of such Overriding Royalty shall never be calculated, paid or determined on a basis in excess of the gross proceeds of production after deduction of the foregoing and shall be computed and paid at the same time and in the same manner as royalties are computed and paid to the lessor under the terms of the Lease; provided, however, notwithstanding the foregoing, the Overriding Royalty shall never be subject to, affected by, or diminished by any past, present or future rules or regulations promulgated by the Bureau of Ocean Energy Management ("BOEM") Department of the Interior, or any other agency or authority having jurisdiction over the lands covered by the Lease, that provide for, or may provide for, relief, reduction or suspension of the lessor's royalty under the Lease. Assignors shall have the right to pool, unitize, communite, form joint development areas, surrender, or permit to expire, the Lease without the necessity or joinder of the Assignee, or any subsequent holder of the Overriding Royalty and Assignors 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 on the Lease or conduct any operation whatsoever thereunder. The Overriding Royalty shall be subject to proportionate reduction *(i)* on account of the failure of leasehold or mineral title of the Lease; *(ii)* in the event the Lease relates to less than the entirety of the minerals; or *(iii)* if Assignors' leasehold interest in the Lease relates to less than the entirety of the leasehold interest in such Lease, then the Overriding Royalty herein conveyed shall be proportionately reduced and shall be payable to Assignee in the proportion that Assignors' leasehold interest in the Lease bears to the entire interest of the Lease. If the Lease is pooled, combined into a joint development area, or unitized, then the Overriding Royalty shall be computed only on the proportionate part of production from any pooled, combined or unitized portion of the Lease which is included in such a pool, joint development area, or unit. Unless otherwise allocated by order of any regulatory body or other authority having jurisdiction, or agreement by Assignors, the amount of production to be allocated to each pool, joint development area, or unit shall be that proportion of the total production that the surface area of the Lease included within such pool, joint development area, or unit bears to the total surface area of all the lands contained within such pool, joint development area, or unit. Notwithstanding anything to the contrary herein, without the

prior written consent of Assignee, under no circumstances shall proportionate reduction as provided for above serve to reduce the Overriding Royalty to less than one-half percent of eight-eighths (0.5% of 8/8ths).

This Assignment arises under and is delivered pursuant to that certain Master License Agreement dated July 17, 2002 and that certain Supplement Agreement Number H-121 dated June 7, 2023 by and between Houston Energy, L.P. and TGS-NOPEC Geophysical Company.

Subject to the matters set forth herein, Assignors hereby agree 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 Assignors, but not otherwise. All payment and performance obligations of each Assignor owed to Assignee pursuant to this assignment to pay its proportionate share of the Overriding Royalty shall be several and not joint, it being the intention of the parties to this assignment that nothing herein shall be construed as creating any joint and several liabilities or solidary obligations of the Assignors with respect to any such payment and performance obligations.

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 sold and conveyed hereby, but only upon 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.

[REMAINDER OF PAGE LEFT BLANK; ASSIGNORS' SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Assignment is executed by the undersigned, duly authorized representatives of the parties hereto as of the dates set forth in the respective acknowledgements attached hereto, but shall be effective as of the Effective Date.

WITNESSES:

Matthew Meyers
Matthew Meyers

Matthew Meyers

ASSIGNORS:

HEDV ZEPHYRUS, LLC

By: Heath Suire
Offshore Land Manager

Martha Ann Moore
Martha Ann Moore

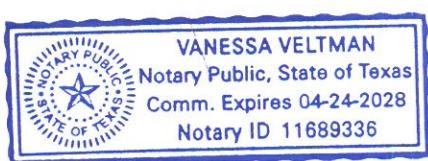
Martha Ann Moore

ACKNOWLEDGEMENT

**STATE OF TEXAS §
COUNTY OF HARRIS §**

BEFORE ME, the undersigned authority, on this day personally appeared Heath Suire, known to me to be the person whose name is subscribed to the foregoing instrument as Offshore Land Manager of **HEDV ZEPHYRUS, LLC** a Texas limited liability company and acknowledged to me that he executed the same for and on behalf of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 29th day of December, 2025.



Karen V. Villan
Notary Public - State of Texas

[REMAINDER OF PAGE LEFT BLANK; ASSIGNORS' SIGNATURE PAGES CONTINUE]

IN WITNESS WHEREOF, this Assignment is executed as of the 23rd day of OCTOBER, 2025, but effective as of the 1st day of July 2023, in the presence of the undersigned competent witnesses.

WITNESSES:


Shelly Culpepper
(Printed Name of Witness)

Dee
Dan Greaser
(Printed Name of Witness)

ASSIGNORS:

RED WILLOW OFFSHORE, LLC

By: William G. Bixler
Vice President Exploration

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared William G. Bixler known to me to be the person whose name is subscribed to the foregoing instrument as Vice President Exploration of **RED WILLOW OFFSHORE, LLC**, a Colorado limited liability company and acknowledged to me that he executed the same for and on behalf of said company, for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 28th day of OCTOBER, 2025.



Deborah Hank
Notary Public - State of Texas

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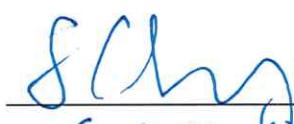
IN WITNESS WHEREOF, this Assignment is executed as of the ____ day of _____, 2025, but effective as of the 1st day of July 2023, in the presence of the undersigned competent witnesses.

WITNESSES:



Derek Riffe

(Printed Name of Witness)



Scott Chappell

(Printed Name of Witness)

ASSIGNORS:

BEACON OFFSHORE ENERGY EXPLORATION LLC

By: 

Jay Register

Vice President Land & Business
Development and Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF HARRIS

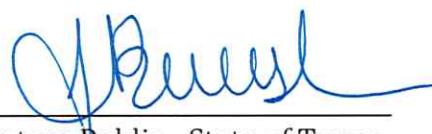
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BEFORE ME, the undersigned authority, on this day personally appeared Jay Register known to me to be the person whose name is subscribed to the foregoing instrument as Vice President Land & Business Development and Secretary of **BEACON OFFSHORE ENERGY EXPLORATION LLC**, a Delaware limited liability company and acknowledged to me that he executed the same for and on behalf of said company, for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 18 day of November, 2025.





Notary Public - State of Texas

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IN WITNESS WHEREOF, this Assignment is executed as of the 9th day of October, 2025, but effective as of the 1st day of July 2023, in the presence of the undersigned competent witnesses.

WITNESSES:

Gabriele Linbarg
Gabriele Linbarg
(Printed Name of Witness)

7 2 1 4

By a st
Geoffrey Street
(Printed Name of Witness)

ASSIGNORS:

WESTLAWN GOM ASSET 1 HOLDCO LLC

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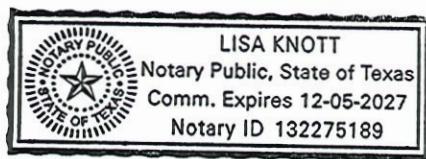
By: Greg Hebertson
Executive Vice President & Chief
Operating Officer

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Greg Hebertson known to me to be the person whose name is subscribed to the foregoing instrument as Executive Vice President & Chief Operating Officer of **WESTLAWN GOM ASSET 1 HOLDCO LLC**, a Delaware limited liability company and acknowledged to me that he executed the same for and on behalf of said company, for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 9th day of October, 2025.



Jin Kith
Notary Public - State of Texas

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IN WITNESS WHEREOF, this Assignment is executed as of the 29th day of December, 2025, but effective as of the 1st day of July 2023, in the presence of the undersigned competent witnesses.

WITNESSES:

Matthew Meyers
Matthew Meyers

Matthew Meyers

ASSIGNORS:

HEQ II ZEPHYRUS, LLC

By: 
Heath Suire
Vice President

Martha Ann Moore
Martha Ann Moore

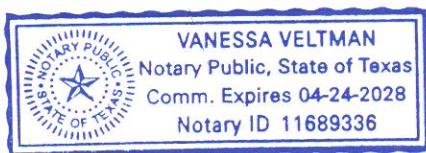
Martha Ann Moore

ACKNOWLEDGEMENT

**STATE OF TEXAS §
COUNTY OF HARRIS §**

BEFORE ME, the undersigned authority, on this day personally appeared Heath Suire, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of **HEQ II ZEPHYRUS, LLC**, a Delaware limited liability company, and acknowledged to me that he executed the same for and on behalf of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 29th day of December, 2025.



Warren K. Williams
Notary Public - State of Texas

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WITNESSES:

Derrick Little

Scott Chalbury
Scott Chalbury
(Printed Name of Witness)

(Printed Name of Witness)

ASSIGNORS:

BEACON OFFSHORE ENERGY OPERATING LLC

By: BB

Jay Register

Vice President Land & Business Development
and Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Jay Register**, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President Land & Business Development and Secretary of **BEACON OFFSHORE ENERGY OPERATING LLC**, a Delaware limited liability company, and acknowledged to me that he executed the same for and on behalf of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 18 day of November, 2025.

John R. Kressel
Notary Public - State of Texas



Notary Public - State of Texas

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WITNESSES:



Carrie Rosas

(Printed Name of Witness)

ASSIGNORS:

MURPHY EXPLORATION & PRODUCTION COMPANY - USA

By:

Kane Heinen
Attorney-in-Fact

D. M. M. T. B. S.

Barbara Nitsun

(Printed Name of Witness)

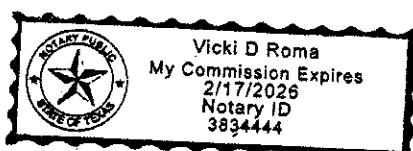
ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Kane Heinen**, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of **MURPHY EXPLORATION & PRODUCTION COMPANY - USA**, a Delaware corporation, and acknowledged to me that he executed the same for and on behalf of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 29 day of October 2025.

Eiki D. Rose
Notary Public - State of Texas



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WITNESSES:

Denk Riff

(Printed Name of Witness)

Scott Chalhoun

(Printed Name of Witness)

ASSIGNORS:

BEACON GROWTHCO OPERATING COMPANY, L.L.C.

By:

Jay Register

Vice President Land & Business
Development and Secretary

ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared **Jay Register**, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President Land & Business Development and Secretary of **BEACON GROWTHCO OPERATING COMPANY, L.L.C.**, a Texas limited liability company, and acknowledged to me that he executed the same for and on behalf of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 18 day of November, 2025.

Notary Public - State of Texas



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WITNESSES:

Gena Glover

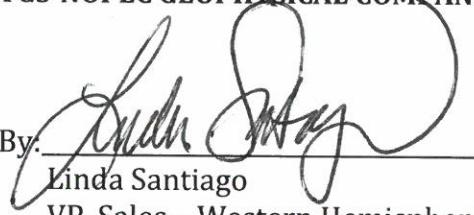
Gena Glover
(Printed Name of Witness)

Gena Schneider

GEISA SCHRADER
(Printed Name of Witness)

ASSIGNEE:

TGS-NOPEC GEOPHYSICAL COMPANY

By: 
Linda Santiago
VP, Sales - Western Hemisphere

ACKNOWLEDGEMENT

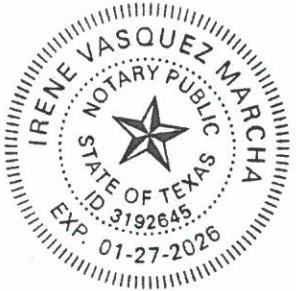
STATE OF TEXAS

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COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Linda Santiago, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President, Sales - Western Hemisphere of **TGS-NOPEC GEOPHYSICAL COMPANY**, and acknowledged to me that (s)he executed the same for and on behalf of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 12TH day of January, 2026.



Irene Vasquez Marcha
Notary Public - State of Texas

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