

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

RECEIVED
ADJUDICATION SECTION
APR 02 2026



April 2, 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
Walker Ridge, Block 278 - OCS-G 37631

Ladies and Gentlemen:

Enclosed please find two originals of the following:

Title of Document: Assignment of Overriding Royalty Interest

Identities of Parties to Document: Houston Energy, et al and WesternGeco L.L.C.

Lease Affected: OCS-G 37631

Category to be Filed: 5 = Overriding Royalty

Service Fees: Pay.gov receipt for \$38.00

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

Best regards,

HOUSTON ENERGY, L.P.

Vanessa V. Veltman, MBA

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

LEXINGTON PROSPECT
OCS-G 37631 - WR 278

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

THAT, Houston Energy, L.P., a Texas limited partnership, 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, **CSL Exploration, LP**, a Texas limited partnership, whose address is 1000 Louisiana Street, Suite 7000, Houston, Texas 77002, and **Beacon Offshore Energy Production LLC**, a Delaware 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 certain interests 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 37631, effective July 1, 2023, between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC, Beacon Offshore Energy Exploration LLC and CSL Exploration, LP, as Lessees, covering all of Block 278, Walker Ridge, OCS Official Protraction Diagram, NG 15-06.

WHEREAS, Assignors are the owners of an undivided one hundred percent (100%) record title interest in and to the Lease as follows:

Houston Energy, L.P.	15.00%
CSL Exploration, LP	25.00%
Red Willow Offshore, LLC	15.00%
Beacon Offshore Energy Exploration LLC	45.00%
Total:	100.00%

Said interests are subject to the terms and provisions of that certain Master License Agreement dated effective March 7, 2002 by and between Houston Energy, L.P. and WesternGeco L.L.C. Said Assignors desire to assign unto **WesternGeco L.L.C.**, a Delaware limited liability company, whose address is 10001 Richmond Avenue, Houston, Texas 77042 (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 in the proportions indicated above, an overriding royalty interest in the Lease equal to one-percent of eight-eighths (1% of 8/8ths) (hereinafter referred to as the "Overriding Royalty").

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, successor agency to the Minerals Management Service of the Department of 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.

Assignor shall have the right to pool, unitize, communitize, 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 for the Lease; *(ii)* in the event the Lease relates to less than the entirety of the minerals; or *(iii)* if an Assignor's 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 such Assignor's interest in a Lease bears to the entire interest of such 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 such 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.

If the Lease is subject to, or becomes subject to an offshore operating agreement ("OOA"), and, under the terms of such OOA, Assignors or an Assignor forfeits its working interest (either permanently or during a period of recoupment) for a non-participation and/or non-consent operation, and the Overriding Royalty is determined to be a subsequently created burden under the terms of the OOA, then the Overriding Royalty 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 of Assignors is reinstated, at which time the Overriding Royalty shall be so reinstated. If the Lease has been acquired through a farmout or other agreement(s) which provides for the contractual reduction of Assignors' working interest in the Lease upon the occurrence of some future event (e.g. payout of a test well or the like), the Overriding Royalty assigned herein shall also be reduced at the same time and in the same proportion as Assignors' working interest. Assignors shall never be under an obligation to Assignee, to maintain the Lease in force and effect by the payment of rentals, the drilling of wells or otherwise; the Overriding Royalty herein conveyed being due and payable out of production if and when it should be obtained by Assignors, their successors and assigns.

This Assignment arises under and is delivered pursuant to the above referenced Master License Agreements, as supplemented.

Subject to the matters set forth herein, each Assignor, to the extent of its 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 such Assignor, but not otherwise. All payment and performance obligations of each Assignor owed to Assignee pursuant to this Assignment to pay its 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 as of the 31st day of March, 2026, but effective as of the 1st day of July, 2023 in the presence of the undersigned competent witnesses.

WITNESSES:

Matthew Meyers
Matthew Meyers

Martha Ann Moore
Martha Ann Moore

ASSIGNORS:

HOUSTON ENERGY, L.P.
BY: SEWANEE INVESTMENTS, LLC,
ITS GENERAL PARTNER

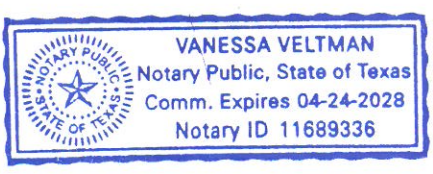
By: Heath Suire
Heath Suire
Vice President

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 Sewanee Investments, LLC, its General Partner of **HOUSTON ENERGY, L.P.**, a Texas limited partnership and acknowledged to me that he executed the same for and on behalf of said partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 31st day of March, 2026.



Vanessa V. Velton
Notary Public - State of Texas

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

IN WITNESS WHEREOF, this Assignment is executed as of the 25th day of MARCH, 2026, but effective as of the 1st day of July, 2023, in the presence of the undersigned competent witnesses.

WITNESSES:



DANIEL GREASER
(Printed Name of Witness)



SUSAN CULPEPPER
(Printed Name of Witness)

ASSIGNORS:

RED WILLOW OFFSHORE, LLC



William G. Bixler
Vice President Exploration

Date: 3/25/2026

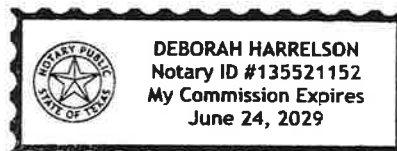
ACKNOWLEDGEMENT

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 25th day of MARCH, 2026.


Notary Public - State of Texas



[REMAINDER OF PAGE LEFT BLANK; ASSIGNORS' SIGNATURE PAGE CONTINUES]

IN WITNESS WHEREOF, this Assignment is executed as of the 30th day of March, 2026, but effective as of the 1st day of July, 2023, in the presence of the undersigned competent witnesses.

WITNESSES:

Natasha Epps-Jones

Natasha Epps-Jones
(Printed Name of Witness)

April Rivas

April Rivas
(Printed Name of Witness)

ASSIGNORS:

CSL EXPLORATION, LP

Marshall T. White

Marshall T. White
Secretary and Vice President

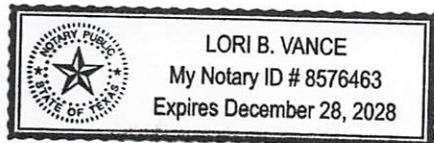
Date: March 30, 2026

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Marshall T. White, known to me to be the person whose name is subscribed to the foregoing instrument as Secretary and Vice President of **CSL EXPLORATION, LP**, a Texas limited liability partnership 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 30th day of March, 2026.



Lori B. Vance
Notary Public - State of Texas

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IN WITNESS WHEREOF, this Assignment is executed as of the 23 day of March, 2026, but effective as of the 1st day of July, 2023, in the presence of the undersigned competent witnesses.

WITNESSES:

ASSIGNORS:

BEACON OFFSHORE ENERGY PRODUCTION LLC

[Signature]
Scott Chalberg
(Printed Name of Witness)

[Signature]
Jay Register
Vice President Land & Business Development and Secretary

[Signature]
Derek Ritte
(Printed Name of Witness)

Date: 3/23/26

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 PRODUCTION 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 23 day of March, 2026.



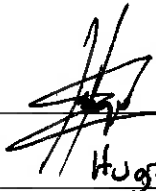
[Signature]
Notary Public - State of Texas

[REMAINDER OF PAGE LEFT BLANK; ASSIGNEE'S SIGNATURE PAGE CONTINUES]

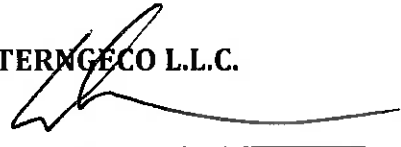
IN WITNESS WHEREOF, this Assignment is executed as of the 26 day of March, 2026, but effective as of the 1st day of July, 2023, in the presence of the undersigned competent witnesses.

WITNESSES:

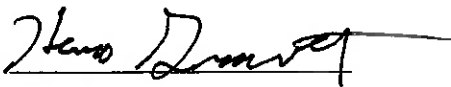
ASSIGNEE:



Hugo Munoz
(Printed Name of Witness)

WESTERNGECO L.L.C.


Name: WILL GOWANS
Title: PRESIDENT



Kevin Gravett
(Printed Name of Witness)

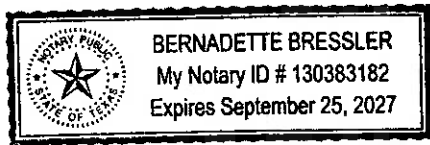
Date: 03/26/2026

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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

GIVEN under my hand and seal of office this 26 day of March, 2026.





Notary Public - State of Texas

[REMAINDER OF PAGE LEFT BLANK; NONE FOLLOWS]