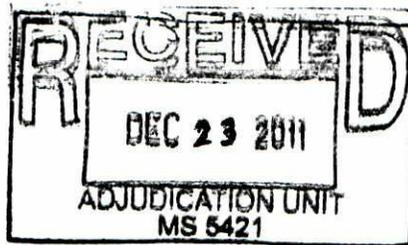


HOUSTON ENERGY, L.P.

1415 Louisiana, Suite 2400
Houston, Texas 77002
Phone: (713) 586-5746
Fax: (713) 650-8305
salford@houstonenergyinc.com



December 7, 2011

Via FedEx Overnight

Bureau of Ocean Energy Management
Department of the Interior
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394
Attention: Adjudication Unit – Mail Stop 5421

RE: Assignment of Overriding Royalty Interest
Ed Zinni – Assignor
SEND PARTNERS, LLC - Assignee
OCS-G 21176 Mississippi Canyon 563
OCS-G 27278 Mississippi Canyon 519
Offshore, Louisiana

Ladies and Gentlemen:

Enclosed please find one original and one copy of the following documents:

- Title of Document:** Assignment of Overriding Royalty Interest in Oil and Gas Leases
- Identities of Parties to Document:** By and between Ed Zinni as Assignor and SEND Partners, LLC as Assignee
- Leases Affected:** OCS-G 27278, 21176
- Category to be Filed:** 5 = Overriding Royalty, Production Payment, Net Profit
- Service Fees:** Pay.Gov receipt enclosed in amount of \$54.00.

Once the documents have been filed as requested, I would appreciate your stamping and returning a copy of each to my attention. If you should have any questions my direct number 713.586.5746 or email salford@houstonenergyinc.com.

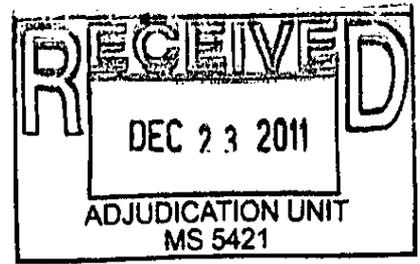
Sincerely,

HOUSTON ENERGY, L.P.

Sue A. Alford

Enclosures

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



Mississippi Canyon 519/563

**THE UNITED STATES OF AMERICA
OUTER CONTINENTAL SHELF
OFFSHORE LOUISIANA**

§
§ **KNOW ALL MEN BY THESE PRESENTS:**
§

THAT, Ed Zinni, whose address is 1415 Louisiana Street, Suite 2400, Houston, Texas 77002, (hereinafter referred to as "Assignor") is the owner of an overriding royalty interest in and to the following oil and gas leases (hereinafter referred to as the "Leases"):

Oil and Gas Lease of Submerged Lands bearing serial number OCS-G 27278 dated effective July 1 2005, between the United States of America, as Lessor, and Helis Oil & Gas Company, L.L.C., Houston Energy, L.P., and Red Willow Offshore, LLC as Lessees, described as All of Block 519, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10.

Oil and Gas Lease of Submerged Lands bearing serial number OCS-G 21176 dated effective July 1, 1999 between the United States of America, as Lessor, and Elf Exploration, Inc., as Lessee covering All of Block 563, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10

WHEREAS, Assignor is the owner of a fifty hundredths of one percent (0.50%) overriding royalty interest in the Leases and now desires to assign unto **SEND PARTNERS, LLC** (hereinafter referred to as "Assignee"), all of its overriding royalty interest in the Leases.

NOW, THEREFORE, for the valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby TRANSFER, CONVEY, SELL and ASSIGN, subject to the terms contained herein, unto SEND PARTNERS, LLC, an overriding royalty interest in the Leases equal to 0.50% of 6/6ths.

Such Overriding Royalty interest shall be due only with respect to oil, gas and other minerals produced, saved and marketed from or attributable to the Leases, it being understood that any oil, gas or other minerals utilized in drilling, reworking, producing or other operations shall be specifically deducted in calculating such Overriding Royalty. Such Overriding Royalty shall be free and clear of any cost of drilling or production, but shall bear proportionately all applicable taxes including, but not limited to, severance or other similar taxes applicable to production and proportionately all applicable transportation, marketing and processing including, but not limited to, dehydration and separation charges or fees. Such Overriding Royalty shall never be calculated, paid or determined on a basis in excess of the actual proceeds of production after deduction of the foregoing.

Any of the Leases or parts thereof, and the corresponding Overriding Royalty may be pooled, unitized, communitized or formed into a joint development area together with other leases, without the necessity for the consent or joinder of the holder of such Overriding Royalty. Such Overriding Royalty shall be subject to proportionate reduction (i) on account of the failure of leasehold or mineral title; (ii) on account of unitization, pooling or the formation of a joint development area with other leases in the area; (iii) in the event the Leases relate less than the entirety of the minerals; or (iv) if Assignor's interest in the Leases relates to or is derived from less than the entirety of the leasehold interest, then the Overriding Royalty herein conveyed shall be proportionately reduced. If the interest conveyed herein is subject to proportionate reduction, then the such interest shall be payable to Assignee in the proportion that Assignor's interest in the Leases bears to the entire interest in the lease and further in the proportion that Assignor's interest in the lease bears to the entire interest in the communitized area, pooled unit or joint development area.

Assignor shall have the right to surrender, or permit to expire, the Lease without the necessity or joinder of the Overriding Royalty interest holder thereof and Assignor 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 or wells thereon or conduct any operation whatsoever thereunder.

This Assignment is made and Assignees acknowledge that this Assignment is made subject to all of the terms and conditions contained in the Leases.

Subject to the matters set forth herein, 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 Assignor, but not otherwise.

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 conveyed hereby, but only upon full 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

IN WITNESS WHEREOF, this Assignment is executed as indicated below and made effective as of December 7, 2011.

WITNESSES:

Allen Wilhite
 Allen Wilhite
Clay Coffman
 CLAY COFFMAN
 (Printed Name of Witness)

ASSIGNOR:

Ed Zinni
Ed Zinni
 Date: 8 Dec 11

WITNESSES:

Allen Wilhite
 Allen Wilhite
Clay Coffman
 CLAY COFFMAN

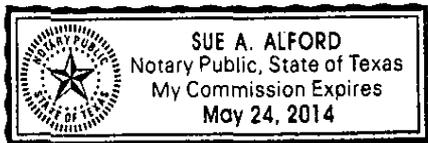
ASSIGNEE:

SEND PARTNERS, LLC
Ed Zinni
 Ed Zinni
 Date: 8 Dec 11

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Ed Zinni**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 8th day of December, 2011.



Sue A. Alford
 Notary Public - State of Texas

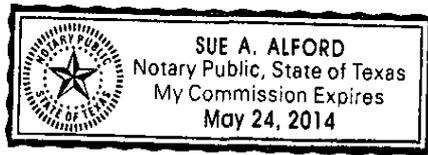
STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared **Ed Zinni**, known to me to be the person whose name is subscribed to the foregoing instrument as President of **SEND PARTNERS, LLC**, a Texas limited liability company, and acknowledged to me that he executed the same for and on behalf of said limited partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 8th day of December, 2011.



Sue A. Alford
Notary Public - State of Texas