

ROBERT A. SCHROEDER

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May 16, 2024

via email: *boemadjudication@boem.gov*

United States Department of the Interior
Bureau of Ocean Energy Management
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2394

Attention: Adjudication Unit

Re: Non-Required Filing

Gentlemen:

Attached please find the following described instruments, to-wit:

1. *Assignment of Previously Created Overriding Royalty Interests*, dated April 24, 2024, effective January 1, 2024, from Julianne Bump Vaughan, as assignor, to and in favor of David M. Dunwoody, Jr., and Esperanza GOM Operating LLC, as assignees, and recorded in Book 2737, at Page 396, under File No. 1690156.

2. *Assignment of Previously Created Overriding Royalty Interests*, dated April 24, 2024, effective January 1, 2024, from David Michael Bump, as assignor, to and in favor of David M. Dunwoody, Jr., and Esperanza GOM Operating LLC, as assignees, and recorded in Book 2737, at Page 406, under File No. 1690157.

3. *Assignment of Previously Created Overriding Royalty Interests*, dated April 24, 2024, effective January 1, 2024, from Daniel Joseph Bump, as assignor, to and in favor of David M. Dunwoody, Jr., and Esperanza GOM Operating LLC, as assignees, and recorded in Book 2737, at Page 418, under File No. 1690158.

4. *Assignment of Previously Created Overriding Royalty Interests*, dated May 10, 2024, effective January 1, 2024, from David M. Dunwoody, Jr., as assignor, to and in favor of William H. Goodwin, as assignee, and recorded in Book 2737, at Page 428, under File No. 1690159.

Please record these instruments (*in the above order*) in the non-required filing records maintained by your office affecting **OCS-G 20082 – Green Canyon Block 640 under Category 5 – Overriding Royalty, Production Payment, Net Profit:**

United States Department of the Interior
Bureau of Ocean Energy Management
Gulf of Mexico OCS Region
May 16, 2024
Page 2

Also attached is a pay.gov receipt evidencing payment of the required filing fee.

Please contact me should you have any questions. Thank you very much.

Respectfully submitted,

Robert A. Schroeder

RAS:rs
attachments

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

RECEIVED
ADJUDICATION SECTION
MAY 16 2024

Received From :
SCHROEDER, ROBERT
P.O. BOX 681
MANDEVILLE, LA 70470-0681

First VENDOR

BUMP, DANIEL

First VENDEE

DUNWOODY, DAVID M JR

Index Type : CONVEYANCES

File # : 1690158

Type of Document : ASSIGNMENT

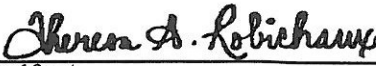
Book : 2737

Page : 418

Recording Pages : 10

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana.


Clerk of Court

CLERK OF COURT
THERESA A. ROBICHAUX
Parish of Terrebonne

I certify that this is a true copy of the attached document that was filed for registry and
Recorded 05/14/2024 at 1:18:41
Recorded in Book 2737 Page 418
File Number 1690158

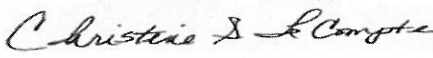


On (Recorded Date) : 05/14/2024

At (Recorded Time) : 1:18:41PM



Doc ID - 016436550010


Deputy Clerk

Return To : SCHROEDER, ROBERT
P.O. BOX 681
MANDEVILLE, LA 70470-0681

**ASSIGNMENT OF PREVIOUSLY CREATED
OVERRIDING ROYALTY INTERESTS**

UNITED STATES OF AMERICA

OUTER CONTINENTAL SHELF

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS (this "Assignment") dated as of April 24, 2024 (the "Assignment Date"), but effective as of January 1, 2024 at 12:01 a.m. Central Time (the "Effective Time"), from **Daniel Joseph Bump** ("Assignor"), to **David M. Dunwoody, Jr.**, a resident of the State of Texas, whose address is 11 Greenway Plaza, Suite 2010, Houston, Texas 77046 ("Dunwoody") and **Esperanza GOM Operating LLC**, a Delaware limited liability company, whose address is 11 Greenway Plaza, Suite 2010, Houston, Texas 77046 ("ECP Operating") and together with Dunwoody each, an "Assignee" and, collectively, the "Assignees").

**ARTICLE I
Granting and Habendum**

Section 1.01 Assets. For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, transfer, convey, set over, assign and deliver unto each Assignee, effective for all purposes as of the Effective Time and subject to the matters set forth herein, an undivided fifty percent (50%) interest (in each case, the "Assignee Share") in and to all of Assignor's right, title, and interest, whether legal or equitable, real or personal, recorded or unrecorded, movable or immovable, tangible or intangible, in and to the following (collectively, the "Assets"):

- (a) any and all overriding royalty interests pertaining to the oil and gas leases listed on Exhibit A (the "Leases"), including, but not limited to, all of Assignor's interest in the overriding royalty interests set forth on Exhibit B (the "ORRIs");
- (b) all proceeds, revenues, or other benefits attributable to production from or attributable to the ORRIS or the ownership of the ORRIs, in each case, attributable to periods from and after the Effective Time;
- (c) all rights, claims and causes of action relating to the ownership of the ORRIs, in each case, attributable to (i) period from and after the Effective Time, or (ii) any of the Assumed Obligations;
- (d) (i) all Contracts by which an of the ORRIs are bound, or that related to or are otherwise applicable to the ORRIs, in each case, solely to the extent applicable to the ORRIs, and (ii) all Title Source Instruments; and
- (e) all records, files, reports, and similar documents and materials to the extent relating to the ORRIs that are in the possession or control of Assignor, including, without limitation: land, title and division of interest files; contracts; in each case, other than (i)

items that may be subject to a valid legal privilege (other than title opinions) or to disclosure restrictions, (ii) items that are not transferable without payment by Assignor of additional consideration (unless Assignees have agreed in writing to pay such additional consideration), (iii) financial and tax accounting records, (iv) all emails and other electronic files on Assignor's servers and networks relating to the foregoing items, and (v) any records that are Excluded Assets (the "Records").

SAVING, EXCEPTING AND RESERVING to Assignor, however, all of the following assets (the "Excluded Assets"): (a) all credits and all accounts, instruments and general intangibles (as such terms are defined under applicable Law) attributable to the Assets with respect to any period of time prior to the Effective Time; (b) any and all claims for refunds of, credits attributable to, loss carryforwards with respect to, or similar tax assets relating to (i) ad valorem, property, severance, production and similar taxes (including, without limitation, ad valorem taxes which are based on the production, sale or transportation from the premises of hydrocarbons) attributable to any tax period (or portion of any Straddle Period) ending prior to the Effective Time, (ii) income taxes of Assignor or any affiliates of Assignor, (iii) taxes attributable to the Excluded Assets, or (iv) any other taxes relating to the ownership of the Assets that are attributable to any tax period (or portion of any Straddle Period) ending prior to the Effective Time; (c) all proceeds, payments, income, revenues, rights and economic benefits of every kind and character attributable to (i) the ownership of the Assets for any period prior to the Effective Time, or (ii) any other Excluded Assets; (d) all Records (other than title opinions) of Assignor that (i) are subject to the attorney/client or attorney work product privilege in favor of Assignor, (ii) subject to confidentiality agreements, or (iii) relate to the offer, negotiation or consummation of the sale of the Assets; (e) all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity (including any rights, claims or causes of action of Assignor against third parties under any indemnity or hold harmless agreements) and any indemnities received in connection with Assignor's prior acquisition of any of the Assets, but in each case, only to the extent that such rights or interests arose from any liability for which Assignor is responsible under the Purchase Agreement, (ii) under any bond, letter of credit or guarantee, or (iii) relating to existing claims and causes of action that may be asserted against a third party, except to the extent such rights and claims arise from any Assumed Obligations; (f) any other right or interest of Assignor, including claims against third parties, to the extent related to the ownership of the Assets prior to the Effective Time; and (g) all corporate and partnership income tax and other tax records that relate to any of Assignor or its affiliates' businesses (whether or not related to the Assets).

In the event either Assignee holds a working interest in any of the Leases, it is the intent of the parties hereto that the legal concept of confusion or merger shall not apply to the ORRIs assigned herein and the ORRIs assigned herein shall continue to burden the working interest held by such Assignee in such Lease.

TO HAVE AND TO HOLD the Assignee Share Assets, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belong thereto, unto each Assignee, its respective successors and assigns, forever, subject to the matters set forth herein.

ARTICLE II

Special Warranty of Title and Disclaimers

Section 2.01 Special Warranty of Title. Assignor hereby agrees to WARRANT AND FOREVER DEFEND Defensible Title to the Assignee Share of the Assets unto each Assignee, its respective successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor or any of its affiliates, but not otherwise. For purposes of this Assignment, the term “Defensible Title” means such record title of Assignor in the ORRIs that, as of the Effective Time and immediately prior to the Assignment Date, (a) for each ORRI, entitles Assignor to receive not less than the royalty percentage set forth on Exhibit B for such ORRI, and (b) is free and clear of all liens.

Section 2.02 Subrogation. Each Assignee is hereby specifically assigned, and subrogated to, all warranties of title which Assignor or its affiliates may have from predecessors in interest to the extent applicable with respect to the Assignee Share of the Assets and to the extent Assignor or such affiliates may legally assign such rights and grant such subrogation.

ARTICLE III Miscellaneous

Section 3.01 Purchase Agreement. This Assignment is delivered pursuant to, and is hereby made expressly subject to, the terms and conditions of that certain Letter Agreement, by and among Assignees and Assignor, dated effective as of the Effective Time (as may be amended, restated, supplemented, or otherwise modified from time to time, the “Purchase Agreement”). In the event of a conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control to the extent of such conflict or inconsistency.

Section 3.02 Construction. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. Assignor and Assignees acknowledge that they have participated jointly in the negotiation and drafting of this Assignment and as such they agree that if any ambiguity or question of intent or interpretation arises hereunder, this Assignment shall not be construed more strictly against one party than another of the grounds of authorship.

Section 3.03 No Third Party Beneficiaries. Nothing in this Assignment shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Assignment shall otherwise not be construed as a third party beneficiary contract.

Section 3.04 Assignment. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

Section 3.05 Counterpart Execution. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section 3.06 Recording. To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county or parish may contain only that portion of the exhibits

that describes Assets located in that county or parish. In addition to filing this Assignment, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein. Where such separate assignments have been, or will be, executed for filing with the appropriate authorities, any such separate assignments (a) shall evidence the assignment of the applicable Assets herein made, and shall not constitute any additional assignment of the Assets, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions, or limitations on warranties, set forth in this Assignment or the Purchase Agreement and are not intended to create and shall not create any representations, warranties or additional covenants of or by Assignor to Assignees, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

Section 3.07 Governing Law. This Assignment and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Texas without regard to principles of conflicts of laws otherwise applicable to such determinations; provided, however, that any matter related to title to any real property included in the Assets shall be governed by the laws of the state adjacent to the waters where such Assets are located. In the event any dispute arises with respect to this Agreement, the parties hereto consent to jurisdiction and litigation of such dispute exclusively in Federal Courts of the United States of America located in Houston, Texas (or, if requirements for federal jurisdiction are not met, State Courts located in Houston, Texas) and any resulting appellate courts. **THE PARTIES HEREBY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER IN ANY MATTER WHATSOEVER ARISING OUT OF OR IN RELATION TO OR IN CONNECTION WITH THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

Section 3.08 Further Assurances. The parties hereto agree to take such further actions and to execute, acknowledge and deliver such further documents as are necessary or useful in carrying out the purposes of this Assignment or of any document delivered pursuant to this Assignment.

Section 3.09 Miscellaneous. The applicable provisions of Section 13(d) (Waivers), Section 13(g) (Interpretation; Reliance) and Section 13(h) (Amendments and Severability) of the Purchase Agreement shall apply mutatis mutandis to this Assignment.

[Remainder of Page Intentionally Blank – Signature Pages Follow]

ASSIGNEE:

David M. Dunwoody, Jr.

By: *David M. Dunwoody, Jr.*
David M. Dunwoody, Jr.

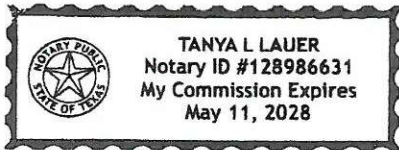
WITNESSES

Jimmy Bailey
Printed Name: Jimmy Bailey

Bradley Krofts
Printed Name: Bradley Krofts

STATE OF TEXAS)
) s.s.
COUNTY OF HARRIS)

This instrument was acknowledged before me on May 10th, 2024, by David M. Dunwoody, Jr., whose genuine signature is affixed to the forgoing document, who signed said document before me in the presence of two witnesses whose names are thereto subscribed as such, being competent witnesses, that he signed the forgoing document as his own free act and deed and for the uses and purposes stated therein.



Tanya L. Lauer
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: May 11, 2028

EXHIBIT A

LEASES

OCS-G 20082

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, from the United States of America, as Lessor, to Mariner Energy, Inc. and Westport Oil and Gas Company, Inc. as Lessees, Serial No. OSC-G 20082, dated effective June 1, 1998, covering All of Block 640, Green Canyon, OCS Official Protraction Diagram, NG 15-3

EXHIBIT B

ORRIs

That certain Assignment of Overriding Royalty Interest from Westport Oil and Gas Company, Inc., as assignor, to and in favor of C. Dan Bump, as assignee, conveying a 0.025% overriding royalty interest (proportionately reduced to .0125%) payable out of all oil, gas, casinghead gas and associated substances produced, saved and marketed from Lease OCS-G 20082, dated effective June 1, 1998, covering all of Block 640 Green Canyon Area, OCS Official Protraction Diagram, NG 15-3, said overriding royalty interest being filed of public record in the conveyance records of Terrebonne Parish, Louisiana on December 3, 1999 at Book 1670, Page 519, Instrument No. 1060518.

Daniel Joseph Bump's proportionately reduced interest: .00416667%