

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

RECEIVED
ADJUDICATION SECTION
JUN 10 2024



June 10, 2024

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 and Bill of Sale
Mississippi Canyon, Block 385 - OCS-G 35821

Ladies and Gentlemen:

Enclosed please find two originals of the following:

Title of Document: Assignment and Bill of Sale

Identities of Parties to Document: HEDV String Music, LLC as Assignor and HEDV Lagniappe, LLC as Assignee

Lease Affected: OCS-G 35821

Category to be Filed: 7 = Contracts, Agreements, and Conveyances

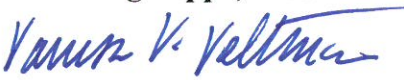
Service Fees: Pay.gov receipt for \$34.00

Once this document has been filed as requested, I would appreciate your returning a processed copy to my attention.

Please contact me if you should have any questions or need additional information. My direct phone is 713.400.7781 or email vveltman@houstonenergyinc.com.

Sincerely,

HEDV Lagniappe, LLC


Vanessa V. Veltman, MBA
Senior Land Analyst

under or derived from all unitization or pooling agreements in effect with respect to any of the Lease or Wells and the units created thereby (the Lease and the Wells being collectively referred to as the “Properties”);

(c) all rights and interests in, under, or derived from the Operating Agreement in effect with respect to the Properties which accrue or are attributable to the interests of Assignor in the Properties;

(d) to the extent that they may be assigned, all Applicable Contracts;

(e) to the extent that they may be assigned, those permits, licenses, servitudes, easements, rights-of-way and other surface agreements to the extent used primarily in connection with the ownership or operation of the Properties or the Operational Property;

(f) all equipment, machinery, fixtures, and other real, personal, and mixed property, operational and nonoperational, known or unknown, located on the Properties or the other Assets described above as of the Effective Time, including saltwater disposal wells, well equipment, casing, rods, tanks, boilers, tubing, pumps, motors, fixtures, machinery, compression equipment, flow lines, pipelines, gathering systems, processing and separation facilities, platforms, structures, materials, and other items used or formerly used in the operation thereof (collectively, “Operational Property”);

(g) all Hydrocarbons produced from or attributable to the Properties after the Effective Time including Hydrocarbons produced into storage tanks, pipelines or other storage facilities and all linefill, and all proceeds or accounts receivable resulting from the sale of any such Hydrocarbons;

(h) all rights and interests (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, escrow, letter of credit or other credit support or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of the Assets which occurred after the Effective Time; and

(i) all of the rights, titles, and interests of Assignor in and to all of the files, records, information, and data, whether written or electronically stored, in Assignor’s possession and exclusively relating to the Assets, including: (i) land and title records; (ii) contract files; (iii) operations, environmental, production, and accounting records; and (iv) facility and well records but excluding any of the foregoing items that are Excluded Assets (collectively, the “Records”).

provided, however, that Assignee does not assume any obligations or Liabilities of Assignor to the extent that they are attributable to (i) the Excluded Assets, (ii) the ownership, use, or operation of any Excluded Assets, or (iii) Retained Liabilities.

Section 1.02 Excluded Assets. Assignor shall reserve and retain all of the Excluded Assets.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns forever,

provided, however, subject to all the terms and conditions of this Assignment.

ARTICLE II.
ASSET PURCHASE AND SALE AGREEMENT

Section 2.01 Asset Purchase and Sale Agreement. This Assignment is made and delivered pursuant and expressly subject to all of the provisions of the Agreement, a copy of which is available at the offices of Assignor and of Assignee, at the respective addresses set forth above. In the event of a conflict between the terms and provisions of this Assignment and those set forth in the Agreement, the terms and provisions of the Agreement shall control. Additionally, capitalized terms used but not defined herein shall have the meanings set forth in the Agreement with respect to such terms. The warranties, representations, covenants and indemnities contained in the Agreement shall survive the execution and delivery of this Assignment for the applicable time periods set forth in, and in accordance with, the provisions of the Agreement.

ARTICLE III.
ASSUMED OBLIGATIONS

Section 3.01 Assumed Obligations. Without limiting Assignee's rights to indemnity under the Agreement, Assignee assumes and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) the Assumed Obligations; *provided* that Assignee does not assume any obligations or liabilities of Assignor to the extent that they are attributable to (a) the Excluded Assets, (b) the ownership, use, or operation of any Excluded Assets, or (c) the Retained Liabilities.

ARTICLE IV.
SPECIAL WARRANTY OF TITLE

Section 4.01 Special Warranty of Title. Assignor agrees to warrant and defend Defensible Title to the Assigned Interests against every Person whosoever lawfully claiming or to claim the same by, through or under Assignor, but not otherwise, but with full substitution and subrogation with respect to representations, warranties, and covenants given by Assignor's predecessors in title to the extent applicable with respect to the Assigned Interests, excepting in each case Permitted Encumbrances.

ARTICLE V.
DISCLAIMERS

Section 5.01 Disclaimers of Warranties. Without limiting Assignor's indemnity and defense obligations and Assignor's express representations and warranties under the Agreement, and except as expressly provided otherwise in the Agreement or this ASSIGNMENT:

(A) ASSIGNOR HAS NOT, DOES NOT, AND WILL NOT MAKE AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY, OR IMPLIED, AS TO (I) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR

SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (II) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (III) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (IV) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (V) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VI) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS, PRESENTATIONS, OR STATEMENTS PREPARED BY ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (VII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEES OR ANY OTHER ASSIGNEES INDEMNIFIED PERSON IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, (VIII) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT, OR (IX) MERCHANTABILITY, FREEDOM FROM LATENT OR PATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE; IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT ASSIGNEE SHALL TAKE THE ASSETS IN THEIR STATUS, CONDITION AND STATE OF REPAIR AS OF THE CLOSING, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, PATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNEE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN EXPRESSLY CALLED TO ITS ATTENTION.

(B) ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE V ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

Section 5.02 Waiver of Louisiana Rights in Redhibition. With respect to the Assigned Interests, Assignee expressly waives the warranty of fitness for intended purposes or guarantee against hidden or latent redhibitory vices under Louisiana law, including the warranty imposed by Louisiana Civil Code Article 2475; waives all rights in redhibition pursuant to Louisiana Civil Code Articles 2520, et seq.; or for restitution or other diminution of the Purchase Price; acknowledges that this express waiver shall be considered a material and integral part of this sale and the consideration thereof; and acknowledge that this waiver has been brought to the attention of Assignee and explained in detail and that Assignee has voluntarily and knowingly consented to this waiver.

Section 5.03 Waiver of Consumer Rights. THE PARTIES EACH CAN AND DO EXPRESSLY WAIVE THOSE PROVISIONS, IF ANY, OF THE LOUISIANA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW, LOUISIANA REVISED STATUTE 51:1401 ET SEQ., AND THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, TEXAS BUSINESS AND COMMERCE CODE ARTICLE 17.41 ET SEQ., (AND ANY SIMILAR LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTION) THAT APPLY TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY AND MAY BE WAIVED BY THE PARTIES. IT IS NOT THE INTENT OF THE PARTIES TO WAIVE, AND THE PARTIES SHALL NOT WAIVE, ANY APPLICABLE PROVISION THEREOF THAT IS PROHIBITED BY LAW FROM BEING WAIVED.

**ARTICLE VI.
MISCELLANEOUS**

Section 6.01 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of each Party. The covenants and obligations under this Assignment shall constitute a covenant running with the Assigned Interests and shall extend to, be binding upon, and inure to the benefit of Assignor and Assignee and their respective successors and assigns, including each successor and assign of Assignees in and to any of the Assigned Interests or portion thereof to the extent related or applicable to the Properties or portion thereof acquired.

Section 6.02 Governing Law. THIS ASSIGNMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION. ALL OF THE PARTIES HERETO CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE COURTS OF THE STATE OF TEXAS FOR ANY ACTION ARISING OUT OF THE AGREEMENT, THIS ASSIGNMENT OR THE OTHER TRANSACTION DOCUMENTS. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THE AGREEMENT, THIS ASSIGNMENT OR THE OTHER TRANSACTION DOCUMENTS SHALL BE EXCLUSIVELY LITIGATED IN COURTS HAVING SITUS IN HOUSTON, HARRIS COUNTY, TEXAS. Each Party hereto waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to the Agreement or this Assignment.

Section 6.03 Counterparts. This Assignment may be executed and delivered in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment in the presence of the undersigned competent witnesses next to Assignor's name on the date set forth below, but effective as of the Effective Time.

ASSIGNOR:

WITNESSES:

HEDV STRING MUSIC, LLC

Vanessa V. Veltman

By: *P. David Amend*

Print Name: Vanessa V. Veltman

Name: P. David Amend

Title: Sr. Executive Vice President

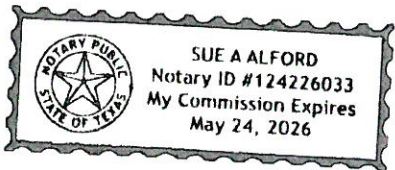
Martha Ann Moore

Print Name: Martha Ann Moore

ACKNOWLEDGEMENT:

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 29 day of May, 2024, before me appeared P. David Amend, to me personally known, who, being by me duly sworn, did say that he is the Sr. Executive Vice President of **HEDV String Music, LLC**, a Texas limited liability company, and executed the foregoing instrument on behalf of said limited liability company by the authority of its members, and he also acknowledged said instrument to be the free act and deed of said limited liability company.



Sue A. Alford
Notary Public

Notary Name: *Sue A. Alford*

Notary Identification No.: 124226033

My Commission expires 5/24/2026.

IN WITNESS WHEREOF, Assignee has executed this Assignment in the presence of the undersigned competent witnesses next to Assignee's name on the date set forth below, but effective as of the Effective Time.

ASSIGNEE:

HEDV LAGNIAPPE, LLC

By: [Signature]

Name: Heath Suire *AMS*

Title: Sr. Vice President of Land & Business Development

WITNESSES:

[Signature]

Print Name: Vanessa V. Keltman

[Signature]

Print Name: Martha Ann Moore

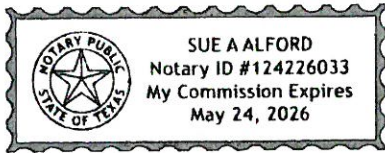
ACKNOWLEDGEMENT:

STATE OF TEXAS §

§

COUNTY OF HARRIS §

On this 29 day of May, 2024, before me appeared Heath Suire, to me personally known, who, being by me duly sworn, did say that he is the Sr. Vice President of Land & Business Development of **HEDV Lagniappe, LLC**, a Texas limited liability company, and executed the foregoing instrument on behalf of said limited liability company by the authority of its member, and he also acknowledged said instrument to be the free act and deed of said limited liability company.



[Signature]
Notary Public

Notary Name: Sue A. Alford

Notary Identification No.: 124226033

My Commission expires 5/24/2026

Exhibit A

Attached to and made a part of that certain Assignment and Bill of Sale,
dated May 31, 2024
between
HEDV String Music, LLC, as Assignor,
and
HEDV Lagniappe, LLC, as Assignee

Lease

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, effective July 1, 2016, bearing Serial Number OCS-G 35821, granted by the United States of America, as Lessor, in favor of Deep Gulf Energy III, LLC, as Lessee, covering all of Block 385, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

Wells

API Well No.	Well Name	Spud Date
608174136000	OCS-G 35821 No. 1	9/12/2017

Applicable Contracts

1. Deepwater Operating Agreement dated effective September 1, 2017, between Deep Gulf III, LLC, as Operator, and LLOG Exploration Offshore, L.L.C., HEDV String Music, LLC, and Red Willow Offshore LLC, as Non-Operators, covering the Lease, as amended and ratified.
2. Lease Exchange Agreement dated effective September 1, 2017, between Deep Gulf Energy III, LLC (now known as Kosmos Energy Gulf of Mexico Operations, LLC) and Houston Energy, L.P.