

HEQ II Campo, LLC
Two Allen Center
1200 Smith, Suite 2400
Houston, Texas 77002
Phone: (713) 650-8008
Fax: (713) 650-8305
vveltman@houstonenergyinc.com

RECEIVED
ADJUDICATION SECTION
JUN 25 2024



June 25, 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
All of Block 386, Garden Banks, OCS-G 10350

Ladies and Gentlemen:

Enclosed please find two originals of the following:

Title of Document: Assignment and Bill of Sale

Identities of Parties to Document: Mobil Producing Texas & New Mexico Inc. as Assignor and HEQ II Campo, LLC as Assignee

Lease Affected: OCS-G 10350

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

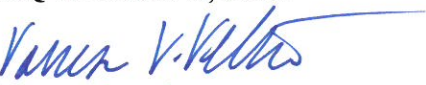
Service Fees: Pay.gov receipt for \$34.00

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 713.650.8008 or email vveltman@houstonenergyinc.com.

Sincerely,

HEQ II CAMPO, LLC


Vanessa V. Veltman, MBA
Senior Land Analyst

ASSIGNMENT AND BILL OF SALE

STATE OF LOUISIANA §
PARISHES OF IBERIA AND VERMILLION §

This Assignment and Bill of Sale (this “**Assignment**”) is from Mobil Producing Texas & New Mexico Inc., a Delaware corporation, with an address of 22777 Springwoods Village Parkway, Spring, Texas 77389 (“**Assignor**”), to HEQ II Campo, LLC, a Delaware limited liability company (“**Assignee**”), with an address of 1200 Smith Street, Suite 2400, Houston, Texas 77002, and is effective as of 12:00:01 a.m. Central Time on January 1, 2024 (the “**Effective Time**”). Capitalized terms used in this Assignment that are not otherwise defined (including in Section 1.5 hereof) shall have the meanings given to such terms in that certain Purchase and Sale Agreement by and among Assignor, Exxon Mobil Corporation, Assignee and HEQ II Marion, LLC dated as of May 10, 2024 (as may be amended from time to time, the “**Purchase Agreement**”).

ARTICLE 1
ASSIGNMENT OF ASSETS

Section 1.1 Assignment. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, SETS OVER, and DELIVERS unto Assignee, its successors and assigns, TO HAVE AND TO HOLD, all of Assignor’s right, title and interest in and to the assets described in Sections 1.1(a) through (j) below (such assets, less and except for the Excluded Assets, as defined below, collectively the “**Assets**”):

- a. the oil and gas leases described in Exhibit A-1 and all rights incident thereto and derived therefrom, including overriding royalty interests, net profits interests, and other revenue interests therein (the “**Leases**”);
- b. all wells and wellbores attributable to the Leases, both abandoned and unabandoned, including oil wells, gas wells, injection wells, disposal wells and water wells, including, without limitation, wells drilled from the Leases or Units conveyed pursuant to this Assignment that cross or bottomhole on leases not conveyed under this Assignment (the “**Wells**”), including the Wells described on Exhibit A-2;
- c. all rights and interests in, under or derived from all unitization or pooling agreements in effect with respect to any of the Leases or Wells and the units created thereby (the “**Units**”);
- d. all Rights-of-Way, including the Rights-of-Way set forth in Exhibit B
- e. all platforms, facilities, equipment, machinery, fixtures and other real, personal and mixed property, operational and nonoperational, known or unknown, located on any of the Leases, Wells, Units or other Assets, and, platforms,

pipelines, gathering systems, well equipment, casing, rods, tanks, boilers, tubing, pumps, motors, fixtures, machinery, compression equipment, flow lines, pipelines, processing and separation facilities, structures, spars, materials and other items primarily used or held for use in connection with the ownership, operation or development of the Leases, Wells, Units or other Assets;

- f. to the extent that they may be assigned, all Permits that are primarily used or held for use in connection with the ownership or operation of the other Assets;
- g. to the extent they may be assigned, the Existing Contracts;
- h. all Hydrocarbons attributable to the Leases, Wells and/or Units to the extent such Hydrocarbons were produced from and after the Effective Time, all Hydrocarbons in pipelines or otherwise in storage for which there was a Purchase Price adjustment pursuant to Section 3.2(c) of the Purchase Agreement, and all Imbalances (subject to the Purchase Price adjustments set forth in Section 3.2(e) of the Purchase Agreement or Section 3.3(f) of the Purchase Agreement);
- i. subject to Section 12.3 of the Purchase Agreement, the Records; and
- j. all claims and causes of action, manufacturer's and contractor's warranties, audit rights, and other rights arising under or with respect to any Existing Contracts (i) to the extent attributable to periods of time from and after the Effective Time (including claims for adjustments or refunds), or (ii) that relates to any of the Assumed Obligations (including any obligations assumed, or that may be assumed, by Assignee from and after the Cut-off Date).

Section 1.2 **Excluded Assets**. The following are specifically excluded from the Assets and are reserved by Assignor (collectively, the "**Excluded Assets**"):

- a. all of Assignor's corporate minute books, financial records and other business records that relate to Assignor's business generally (including the ownership and operation of the Assets);
- b. all accounts, trade credits, accounts receivable, and all other proceeds, income or revenues attributable to the Assets with respect to any period of time prior to the Effective Time;
- c. all claims and causes of action, manufacturer's and contractor's warranties, and other rights of Assignor arising under or with respect to any Existing Contracts to the extent attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds), except to the extent any of the foregoing relates to any of the Assumed Obligations;
- d. all rights and interests of Assignor (i) under any policy or agreement of insurance or (ii) to any insurance or condemnation proceeds or awards arising;

- e. all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time, other than Hydrocarbons in pipelines or otherwise in storage for which Assignor receives a Purchase Price increase pursuant to Section 3.2(c) of the Purchase Agreement;
- f. any claim, right or interest of Assignor in or to any refunds or loss carry forwards, together with any interest due thereon or penalty rebate arising therefrom, with respect to (i) any and all Income Taxes imposed on Assignor or any of its Affiliates, (ii) any Property Taxes allocable to Assignor pursuant to Section 13.1 of the Purchase Agreement, (iii) any Severance Taxes allocable to Assignor pursuant to Section 13.3 of the Purchase Agreement, or (iv) any Property Taxes attributable to the Excluded Assets;
- g. all documents and instruments of Assignor that are protected by an attorney-client or other privilege;
- h. all data that cannot be disclosed to Assignee as a result of confidentiality arrangements under agreements with third parties (provided that Assignor has used its commercially reasonable efforts to cause such confidentiality restrictions to be waived);
- i. concurrent audit rights arising under any of the Existing Contracts or otherwise with respect to any period prior to the Effective Time (unless relating to obligations assumed by Assignee pursuant to the Purchase Agreement) or to any of the Excluded Assets, except with respect to any Imbalance; *provided*, however, that (A) Assignee shall also have the concurrent right to conduct such audits to the extent necessary to confirm any pre-Effective Time Property Expenses, and (B) such audit rights shall be deemed to be included within the Assets for all purposes from and after the Cut-off Date (unless any applicable audit is initiated prior to the Cut-off Date, in which case such audit rights (solely with respect to the subject matter of any such audit) shall not terminate on the Cut-off Date and shall continue until reasonably resolved);
- j. all geophysical and other seismic and related technical data and information relating to the Assets, and geophysical or geological interpretations that Assignor reasonably deems to be proprietary;
- k. any offices, office leases, and any personal property located in or on such offices or office leases;
- l. documents prepared or received by Assignor or its Affiliates with respect to (i) lists of prospective purchasers for the Assets compiled by Assignor or its Affiliates or their respective representatives, (ii) offers submitted by other prospective purchasers of the Assets, (iii) analyses by Assignor or its Affiliates or any of their respective representatives of any offers submitted by any prospective purchaser of the Assets, (iv) correspondence between or among Assignor or its Affiliates or any of their respective representatives, on the one

hand, and any prospective purchaser of the Assets other than Assignee, on the other hand, and (v) correspondence among Assignor or its Affiliates or any of their respective representatives with respect to any other offers, the prospective purchasers of the Assets, or the transactions contemplated by the Purchase Agreement;

- m. any and all escrow accounts or bonds filed with or delivered or payable to any governmental authority or other third party by or on behalf of Assignor or any of its Affiliates and any letters of credit, certificates of deposit, guarantees or similar security instruments on behalf of Assignor or any of its Affiliates;
- n. any master service agreements, blanket agreements or similar contracts and any ExxonMobil Inter-Affiliate Services Agreements;
- o. overhead paid or payable by third parties to Assignor or its Affiliates in connection with the operation of the Assets and related properties;
- p. any ExxonMobil (or ExxonMobil Affiliate) intellectual property or proprietary technology; and
- q. the overriding royalty interest transferred to Hunt Petroleum Corporation from EP Operating Company in that certain Assignment of Overriding Royalty, dated January 31, 1992 and recorded in the Official Records of Vermilion Parish, Louisiana, currently held by XTO Energy Inc.

Section 1.3 Assignment Subject to Purchase Agreement; Retained Rights and Obligations. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in the Purchase Agreement, a copy of which can be obtained from Assignee at the above referenced address. In the event of a conflict between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control. The execution and delivery of this Assignment by Assignor, and the execution and acceptance of this Assignment by Assignee, shall not operate to release or impair any surviving rights or obligations of Assignor or Assignee under the Purchase Agreement.

Section 1.4 No Warranty. Except as set forth in Section 4.2 of the Purchase Agreement, the Assets are being assigned by Assignor to Assignee without warranty of title of any kind, whether common law or statutory, express or implied. To the extent transferable, Assignor hereby assigns to Assignee, its successors and assigns, full power and right of substitution and subrogation in and to all covenants and warranties (including warranties of title) by owners in Assignor's chain of title, vendors, or others, given or made with respect to the Assets or any part thereof prior to the Effective Time, excluding covenants and/or warranties given or made by any Affiliate of Assignor.

Section 1.5 Certain Definitions.

“**Affiliate**” means with respect to any Person, a Person that, directly or indirectly, through one or more entities, controls, is controlled by or is under common control with the Person specified; provided, however, except with respect to the definition of “Purchaser Group,” the

definition of “Non-Recourse Person,” Section 11.3 of the Purchase Agreement, Section 17.16 of the Purchase Agreement, and any releases or waivers under the Purchase Agreement or this Assignment in favor of Assignee or its Affiliates (and similar phrases) hereunder, “Affiliates”, when used with respect to Assignee, shall only include HEQ Deepwater II, LLC and its subsidiaries. For the purpose of the immediately preceding sentence, the term “control” and its syntactical variants mean the power, direct or indirect, to direct or cause the direction of the management of such Person, whether through the ownership of voting securities, by contract, agency or otherwise.

“**Assignor Group**” means Assignor and its Affiliates and each of their respective directors, officers, employees, agents, consultants, advisors and representatives.

“**Hydrocarbons**” means all oil and gas and all other hydrocarbons produced or processed in association therewith.

“**Imbalance**” means any Pipeline Imbalance or Well Imbalance.

“**Law**” means any applicable law, statute, regulation, ordinance, order, code, ruling, writ, injunction, decree or other act of or by any governmental authority (including any administrative, executive, judicial, legislative, regulatory or taxing authority).

“**Leases**” has the meaning set forth in Section 1.1(a).

“**Permit**” means all permits, licenses, authorizations, registrations, consents or approvals (in each case) granted or issued by any governmental authority, other than Rights-of-Way.

“**Pipeline Imbalance**” means any marketing imbalance between the quantity of Hydrocarbons attributable to the Assets required to be delivered by Assignor under any contract or Law relating to the purchase and sale, gathering, transportation, storage, processing or marketing of such Hydrocarbons and the quantity of Hydrocarbons attributable to the Assets actually delivered by Assignor pursuant to the relevant contract or at Law, together with any appurtenant rights and obligations concerning production balancing at the delivery point into the relevant sale, gathering, transportation, storage or processing facility.

“**Rights-of-Way**” means, except for any Excluded Asset, all permits, licenses, servitudes, easements, fee surface, surface leases and rights-of-way primarily used or held for use in connection with the ownership or operation of the Assets, other than Permits.

“**Units**” has the meaning set forth in Section 1.1(c).

“**Well Imbalance**” means any imbalance at the wellhead between the amount of Hydrocarbons produced from a Well and allocable to the interests of Assignor therein and the shares of production from the relevant Well to which Assignor is entitled, together with any appurtenant rights and obligations concerning future in kind and/or cash balancing at the wellhead.

“**Wells**” has the meaning set forth in Section 1.1(b).

**ARTICLE 2
DISCLAIMERS**

Section 2.1 Disclaimers.

- a. **ASSIGNEE ACKNOWLEDGES AND AGREES THAT, SUBJECT TO THE PROVISIONS OF ARTICLE IV OF THE PURCHASE AGREEMENT AND ASSIGNEE’S RIGHTS UPON A BREACH BY ASSIGNOR OF ANY OF ITS REPRESENTATIONS OR WARRANTIES CONTAINED IN ARTICLE V OF THE PURCHASE AGREEMENT (AND THE CERTIFICATE DELIVERED AT CLOSING PURSUANT TO SECTION 8.6 OF THE PURCHASE AGREEMENT WITH RESPECT TO SUCH REPRESENTATIONS AND WARRANTIES), ASSIGNEE SHALL ACQUIRE THE ASSETS (INCLUDING ASSETS FOR WHICH A DEFECT NOTICE IS GIVEN UNDER ARTICLE IV OF THE PURCHASE AGREEMENT) IN AN “AS IS, WHERE IS” CONDITION AND SHALL ASSUME ALL RISKS THAT THE ASSETS MAY CONTAIN WASTE MATERIALS (WHETHER TOXIC, HAZARDOUS, EXTREMELY HAZARDOUS OR OTHERWISE) OR OTHER ADVERSE PHYSICAL CONDITIONS, INCLUDING THE PRESENCE OF UNKNOWN ABANDONED WELLS, PUMPS, PITS, PIPELINES OR OTHER WASTE OR SPILL SITES WHICH MAY NOT HAVE BEEN REVEALED BY ASSIGNEE’S ENVIRONMENTAL ASSESSMENT. UPON THE OCCURRENCE OF CLOSING, BUT SUBJECT TO ASSIGNEE’S RIGHTS UPON A BREACH BY ASSIGNOR OF ANY OF ITS REPRESENTATIONS OR WARRANTIES CONTAINED IN ARTICLE V OF THE PURCHASE AGREEMENT (AND THE CERTIFICATE DELIVERED AT CLOSING PURSUANT TO SECTION 8.6 OF THE PURCHASE AGREEMENT WITH RESPECT TO SUCH REPRESENTATIONS AND WARRANTIES), IF APPLICABLE, ALL RESPONSIBILITY AND LIABILITY RELATED TO SUCH CONDITIONS, WHETHER KNOWN OR UNKNOWN, FIXED OR CONTINGENT, SHALL BE TRANSFERRED FROM ASSIGNOR TO ASSIGNEE WITHOUT RECOURSE AGAINST ASSIGNOR. WITHOUT LIMITING THE FOREGOING BUT SUBJECT TO ASSIGNEE’S RIGHTS UPON A BREACH BY ASSIGNOR OF ANY OF ITS REPRESENTATIONS OR WARRANTIES CONTAINED IN ARTICLE V OF THE PURCHASE AGREEMENT (AND THE CERTIFICATE DELIVERED AT CLOSING PURSUANT TO SECTION 8.6 OF THE PURCHASE AGREEMENT WITH RESPECT TO SUCH REPRESENTATIONS AND WARRANTIES), IF APPLICABLE, EFFECTIVE AS OF CLOSING, ASSIGNEE WAIVES ITS RIGHT TO RECOVER FROM ASSIGNOR AND FOREVER RELEASES AND DISCHARGES THE ASSIGNOR GROUP FROM ANY AND ALL LOSSES, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE OR MAY HAVE ARISEN PRIOR TO, ON OR AFTER THE EFFECTIVE**

TIME ON ACCOUNT OF OR IN ANY WAY CONNECTED WITH THE ENVIRONMENTAL OR OTHER PHYSICAL CONDITION OF THE ASSETS OR ANY VIOLATION BY ASSIGNOR, ASSIGNEE OR ANY OTHER PARTY OF ANY APPLICABLE LEASE, CONTRACT OR OTHER INSTRUMENT (BUT ONLY TO THE EXTENT SUCH RELATES TO THE ENVIRONMENTAL OR PHYSICAL CONDITION OF THE PROPERTY) OR OF ANY APPLICABLE EXISTING OR FUTURE ENVIRONMENTAL LAW, REGULATION, ORDER OR OTHER DIRECTIVE OF ANY GOVERNMENTAL AUTHORITY, HAVING JURISDICTION APPLICABLE THERETO, INCLUDING WITHOUT LIMITATION, ALL ENVIRONMENTAL LAWS. ASSIGNEE IS AWARE THAT THE ASSETS HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT AND PRODUCTION OF OIL AND GAS AND THAT THERE MAY BE PETROLEUM, PRODUCED WATER, WASTES OR OTHER MATERIALS LOCATED ON OR UNDER THE LANDS COVERED BY THE LEASES (OR LANDS POOLED OR ASSOCIATED THEREWITH). EQUIPMENT AND SITES INCLUDED IN THE ASSETS MAY CONTAIN ASBESTOS, HAZARDOUS SUBSTANCES OR NORM. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE, OR IN OTHER FORMS. THE WELLS, MATERIALS AND EQUIPMENT LOCATED ON THE LEASES OR LANDS POOLED OR ASSOCIATED THEREWITH MAY CONTAIN NORM AND OTHER WASTES OR HAZARDOUS SUBSTANCES, AND NORM-CONTAINING MATERIAL AND OTHER WASTES MAY HAVE BEEN BURIED, COME IN CONTACT WITH THE SOIL, OR OTHERWISE BEEN DISPOSED OF ON OR UNDER THE LANDS COVERED BY THE LEASES OR LANDS POOLED OR ASSOCIATED THEREWITH. SPECIAL PROCEDURES MAY BE REQUIRED FOR THE REMEDIATION, REMOVAL, TRANSPORTATION OR DISPOSAL OF WASTES, ASBESTOS, HAZARDOUS SUBSTANCES AND NORM FROM THE ASSETS.

- b. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED FOR IN ARTICLE V OF THE PURCHASE AGREEMENT (AND THE CERTIFICATE DELIVERED AT CLOSING PURSUANT TO SECTION 8.6 OF THE PURCHASE AGREEMENT WITH RESPECT TO SUCH REPRESENTATIONS AND WARRANTIES) AND EXCEPT FOR THE SPECIAL WARRANTY OF DEFENSIBLE TITLE IN SECTION 4.2(B) OF THE PURCHASE AGREEMENT, ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (A) TITLE TO ANY OF THE ASSETS, (B) 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, (C) THE

QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (D) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (E) THE ABILITY TO PRODUCE HYDROCARBONS FROM THE ASSETS, (F) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (G) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY ASSIGNOR OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (H) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE PURCHASE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, (I) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT AND (J) THE LIABILITIES, OPERATION, PROSPECTS OR CONDITION (FINANCIAL OR OTHERWISE), OR ANY OTHER MATTERS RELATED TO, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF, THE ASSETS. EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE V OF THE PURCHASE AGREEMENT (AND THE CERTIFICATE DELIVERED AT CLOSING PURSUANT TO SECTION 8.6 OF THE PURCHASE AGREEMENT WITH RESPECT TO SUCH REPRESENTATIONS AND WARRANTIES) AND EXCEPT FOR THE SPECIAL WARRANTY OF DEFENSIBLE TITLE IN SECTION 4.2(B) OF THE PURCHASE AGREEMENT, ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY OF THE ASSETS, RIGHTS OF AN ASSIGNEE UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, OR RIGHTS OF AN ASSIGNEE UNDER DECEPTIVE TRADE PRACTICE STATUTES, CONSUMER PROTECTION STATUTES OR OTHER SIMILAR STATUTES, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT

ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

c. WITHOUT LIMITING THE GENERALITY OF SECTION 2.1(A) AND SECTION 2.1(B) AND EXCEPT AS EXPRESSLY PROVIDED IN THE SPECIAL WARRANTY OF DEFENSIBLE TITLE IN SECTION 4.2 OF THE PURCHASE AGREEMENT, AND, IN EACH CASE, ASSIGNEE'S REMEDIES THEREFOR, THESE NEGATIONS AND DISCLAIMERS BY ASSIGNOR AND THESE WAIVERS AND RELEASES BY ASSIGNEE RELATE TO THE FOLLOWING:

i. TITLE, OWNERSHIP, PEACEABLE POSSESSION, EVICTION (UNDER LOUISIANA CIVIL CODE ARTICLE 2500 OR OTHERWISE) OR NON-DECLARED ENCUMBRANCES (UNDER LOUISIANA CIVIL CODE ARTICLE 2500 OR OTHERWISE);

ii. EXCEPT AS OTHERWISE SET FORTH IN THIS ASSIGNMENT, RETURN OR REDUCTION OF THE PURCHASE PRICE OR THE ADJUSTED PURCHASE PRICE;

iii. THE COSTS, EXPENSES, LIABILITIES, STATUS, REVENUES, RECEIPTS OR ECONOMIC VALUE ASSOCIATED WITH, THE CONTINUED PRODUCTIVITY OR FINANCIAL VIABILITY OF, THE CONTRACTUAL, ECONOMIC OR FINANCIAL DATA ASSOCIATED WITH OR THE RIGHTS OR OBLIGATIONS (INCLUDING THE FEDERAL, STATE OR LOCAL INCOME OR OTHER TAX CONSEQUENCES) ASSOCIATED WITH THIS ASSIGNMENT, ANY OR ALL PORTIONS OF THE ASSETS OR ANY AGREEMENT TO WHICH ANY ASSET IS SUBJECT;

iv. THE COST, EXPENSE OR ABILITY TO COPY, TRANSMIT OR USE ANY ELECTRONIC DATA;

v. THE OPERATORSHIP OF ANY OR ALL PORTIONS OF THE ASSETS OR ANY OTHER WELLS, UNITS OR PROPERTY;

vi. FITNESS FOR ASSIGNEE'S INTENDED USE OR PURPOSE, FOR ANY OTHER PARTICULAR USE OR PURPOSE OR FOR ORDINARY USE (UNDER LOUISIANA CIVIL CODE ARTICLE 2475 OR 2524 OR OTHERWISE); MERCHANTABILITY; OR CONFORMITY WITH MODELS OR SAMPLES OF MATERIALS;

vii. FREEDOM FROM, DIMINUTION IN VALUE BECAUSE OF OR THE PRESENCE OR ABSENCE OF REDHIBITORY OR OTHER DEFECTS OR VICES (UNDER LOUISIANA CIVIL CODE ARTICLE 2520 ET SEQ. OR OTHERWISE), WHETHER KNOWN OR UNKNOWN AND WHETHER APPARENT, PATENT, LATENT, HIDDEN OR OTHERWISE;

viii. THE GEOGRAPHIC, GEOLOGIC OR GEOPHYSICAL CHARACTERISTICS ASSOCIATED WITH ANY OR ALL OF THE ASSETS, INCLUDING THE EXISTENCE, QUALITY, QUANTITY OR RECOVERABILITY OF PROSPECTS OR HYDROCARBON RESERVES; AND

ix. ASSIGNEE'S REMEDIES THEREFOR, THE COSTS, REQUIREMENT OR NEED (UNDER ANY ENVIRONMENTAL LAWS OR OTHERWISE) FOR PLUGGING AND ABANDONMENT OR ANY INVESTIGATION, STUDY, ASSESSMENT, REPAIR, CLEAN-UP, DECOMMISSIONING, DETOXIFICATION, REMEDIATION, REMOVAL, TRANSPORTATION OR DISPOSAL (INCLUDING FOR ANY SUCH MATERIALS, ANY WASTE DISPOSAL OR HYDROCARBON FACILITY OR ANY OR ALL PORTIONS OF THE ASSETS OR OTHER WELLS, LANDS OR PROPERTY); OR THE PROTECTION OF THE ENVIRONMENT OR OF HUMAN HEALTH OR SAFETY.

- d. AS PARTIAL CONSIDERATION FOR AGREEING TO ENTER INTO THIS ASSIGNMENT, 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 THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY 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.
- e. 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 SECTION 2.1 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

ARTICLE 3 MISCELLANEOUS

Section 3.1 Assumed Obligations. Assignee hereby assumes and agrees to fulfill, perform, pay and discharge all Assumed Obligations attributable to the Assets hereunder as set forth in the Purchase Agreement.

Section 3.2 Separate Assignments. Where separate assignments of Assets have been, or will be, executed for filing with and approval by applicable governmental entities, any such separate assignments (a) shall evidence the Assignment and assignment of the applicable Assets herein made, and shall not constitute any additional Assignment or 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 and are not intended to create and shall not create any representations, warranties or additional covenants of or by Assignor to Assignee, 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 3.3 Governing Law. THIS ASSIGNMENT AND THE LEGAL RELATIONS AMONG ASSIGNOR AND ASSIGNEE (AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN TORT, CONTRACT, OR STATUTE) THAT MAY BE BASED UPON, ARISE OUT OF, OR RELATE TO THIS ASSIGNMENT, OR THE NEGOTIATION, EXECUTION, OR PERFORMANCE OF THIS ASSIGNMENT) SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW; PROVIDED, HOWEVER, ANY MATTER RELATED TO TITLE TO ANY REAL PROPERTY INCLUDED IN THE ASSETS SHALL BE GOVERNED BY THE LAWS OF THE STATE ADJOINING WHERE SUCH ASSETS ARE LOCATED.

Section 3.4 Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, nothing in this Assignment shall assign or grant, or in any way operate to assign or grant, any right, title or interest in, to or under the Purchase Agreement to any successor or assign of Assignee with respect to the Assets or any part thereof, it being expressly understood that rights, titles and interests under the Purchase Agreement may only be obtained or assigned in strict accordance with the terms thereof.

Section 3.5 Further Assurances. Subject to the terms and conditions of this Assignment, each party will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable, under applicable Law or otherwise, to effectuate this Assignment. The parties agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to effectuate or implement expeditiously this Assignment in accordance with the terms hereof.

Section 3.6 Counterparts. This Assignment may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together

shall constitute for all purposes one agreement. Multiple counterparts of this Assignment may be recorded in the counties of the states where the Assets are located, but the inclusion of a description of any Asset in more than one counterpart of this Assignment shall not be construed as having effected any cumulative, multiple or overlapping interest in the applicable Asset.

Section 3.7 Other Provisions. The provisions of Section 17.2 of the Purchase Agreement (References and Rules of Construction), Section 17.4 of the Purchase Agreement (Waiver), Section 17.5(b-e) of the Purchase Agreement (Conflict of Law, Jurisdiction, Venue, Arbitration), Section 17.6 of the Purchase Agreement (Notices), Section 17.11 of the Purchase Agreement (Severability), and Section 17.12 of the Purchase Agreement (Parties in Interest) shall apply *mutatis mutandis* to this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment and Bill of Sale has been executed as of the dates of the acknowledgments below, but effective for all purposes as of the Effective Time.

ASSIGNOR:

Witnesses:

MOBIL PRODUCING TEXAS & NEW MEXICO INC.

Phyllis Hlnze
Print Name: Phyllis Hlnze

By: [Signature]

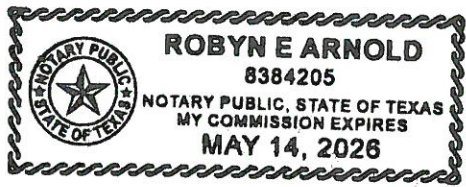
Name: Mickey D. Johnson

[Signature]
Print Name: NAKITA GLADMAN

Title: Attorney-in-Fact

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 18th day of June, 2024, by Mickey D. Johnson, as Attorney-in-Fact of Mobil Producing Texas & New Mexico Inc., a Delaware corporation, on behalf of said corporation.

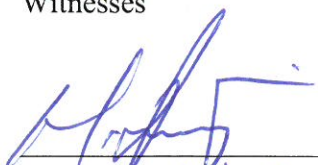


Robyn E Arnold
Notary Public, State of Texas

ASSIGNEE:

HEQ II CAMPO, LLC

Witnesses



Print Name: *Nick Rezvani*



Print Name: *Andrew M. Adams*

By: 

Name: Heath Suire

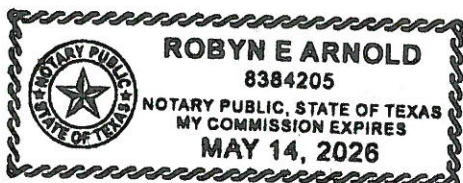
Title: Vice President

STATE OF TEXAS

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COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 18th day of June, 2024, by Heath Suire, as Vice President of HEQ II Campo, LLC, a Delaware limited liability company, on behalf of said limited liability company.



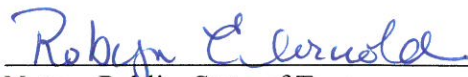

Notary Public, State of Texas

Exhibit A-1

Leases

The oil and gas leases described below, and all amendments and ratifications thereof.

LEASE NO.	BLOCK	LESSOR/ GRANTOR	LESSEE/ GRANTEE	LEASE DATE	RECORDING INFO
OCS-G 10350	Garden Banks Block 386	United States of America	Exxon Corporation	10/1/1988	Entry No. 97- 03619, COB 1136, Folio 528, Iberia Parish, LA Entry No. 9705657, Vermilion Parish, LA
OCS-G 17358	Garden Banks Block 385	United States of America	Ensearch Exploration Inc.	11/1/1996	N/A

Reference to the above instruments include any amendments, ratifications and/or extensions thereof, whether or not such instruments are described herein.

EXCLUSIONS AND RESERVATIONS

EXCLUDED AND RESERVED are the following:

A 1.46% overriding royalty interest held by HPC Acquisition Corporation, and/or successors in interest to HPC Acquisition Corporation.

Exhibit A-2

Wells

Field	Lease	Well API No.	Well #
Llano	GB 0386	60-807-40166-00	001ST00BP00
Llano	GB 0386	60-807-40166-01	001ST01BP00
Llano	GB 0386	60-807-40166-02	001ST02BP00
Llano	GB 0386	60-807-40166-03	001ST03BP00
Llano	GB 0386	60-807-40188-00	002ST00BP00
Llano	GB 0386	60-807-40188-01	002ST01BP00
Llano	GB 0385	60-807-40213-00	003ST00BP00
Llano	GB 0386	60-807-40213-01	LL001ST01BP00
Llano	GB 0386	60-807-40213-02	LL001ST02BP00
Llano	GB 0386	60-807-40213-03	LL001ST03BP00
Llano	GB 0386	60-807-40213-04	LL001ST04BP00
Llano	GB 0385	60-807-40231-00	LL002ST00BP00
Llano	GB 0385	60-807-40231-01	LL002ST00BP01
Llano	GB 0385	60-807-40231-02	LL002ST00BP02
Llano	GB 0386	60-807-40304-00	LL003ST00BP00
Llano	GB 0386	60-807-40312-00	LL004ST00BP00
Llano	GB 0386	60-807-40322-00	LL005ST00BP00
Llano	GB 0386	60-807-40327-00	LL006ST00BP00

Exhibit B

Rights-of-Way

The instruments described below, and all amendments and ratifications thereof.

LEASE NO.	LESSOR/GRANTOR	LESSEE/ GRANTEE	LEASE DATE
OCS-G 25295	United States of America	Shell Pipeline Company	11/3/20 03

Pipeline Right-of-way (ROW) OCS-G 25295 covers the 12 ¾-inch by 8 5/8-inch pipe-in-pipe bi-directional bulk oil/service pipeline, Pipeline Segment No. (“PSN”) 14323 and PSN 14324, amended by MMS letter dated 8/2/2004 (MS 5232) for Right-of-Way Modification (MS 5232) for clarification and confirmation of assigned MAOP and amended by MMS letter dated 2/1/2016) for Right-of-Way Modification.

OCS-G 25296	United States of America	Shell Pipeline Company	11/3/2003
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Pipeline Right-of-way (ROW) OCS-G 25296 covers the 8-inch bi-directional bulk oil/service pipeline, 12-inch casing, and the umbilical, PSN 14325, PSN 14326, and PSN 14327, amended by MMS letter dated 8/2/2004 (MS 5232) for Right-of-Way Modification (MS 5232) for approval for clarification and confirmation of assigned MAOP and amended by MMS letter dated 6/23/2016) for Right-of-Way Modification.

Reference to the above instruments include any amendments, ratifications and/or extensions thereof, whether or not such instruments are described herein.