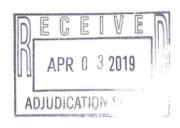


April 2, 2019

VIA FEDERAL EXPRESS

Bureau of Ocean Energy Management Gulf of Mexico Region Attn: Adjudication Section – MS GM276A 1201 Elmwood Park Blvd. New Orleans, LA 70123-2394



Re: OCS-0184 and OCS-G 13576 / Assignment from Open Choke Exploration, LLC, OCXO, LLC, CCE Legacy, LLC, BT Operating Co., Open Choke Energy Partners, LLC, Open Choke Energy Interests, LLC, Open Choke Energy Advisors, LLC, and Open Choke Energy, LLC, as Assignors, to EC Offshore Properties, Inc., as Assignee

Madam/Sir:

Enclosed please find duplicate copies of an Assignment of Other Interests with respect to OCS-0184 and OCS-G 13576 from Open Choke Exploration, LLC, OCXO, LLC, CCE Legacy, LLC, BT Operating Co., Open Choke Energy Partners, LLC, Open Choke Energy Interests, LLC, Open Choke Energy Advisors, LLC, and Open Choke Energy, LLC, as Assignors, to EC Offshore Properties, Inc., as Assignee, which is submitted for filing under Category 7.

A copy of the receipt in the amount of \$58.00 reflecting payment of your filing fees for the above-referenced document is enclosed.

In order that third parties will be put on notice as to the execution and effectiveness of the enclosed document, please file the document, together with a copy of this letter, in the required files related to the captioned OCS Leases. Please evidence that the foregoing has been accomplished by executing a copy of this letter in the space provided below. Upon filing, please return a file-stamped copy of same to the undersigned in the enclosed self-addressed and postage prepaid envelope.

April 2, 2019 Page 2

Please contact me with any comments or concerns at 713-335-4856.

Regards, aura Jeul Laura Terrell

/llt Enclosures

FILING ACCOMPLISHED AS REQUESTED ON _____ DAY OF APRIL, 2019.

BUREAU OF OCEAN ENERGY MANAGEMENT

By:_____

ASSIGNMENT

(East Cameron Block 71 and East Cameron Block 72

\$ \$ \$

THE STATE OF LOUISIANA

KNOW ALL MEN BY THESE PRESENTS:

ADJUDICATION

PARISH OF CAMERON

THIS ASSIGNMENT ("Assignment"), is executed as of this **Let a** day of October, 2018 ("Execution Date"), effective as of November 1, 2018 (the "Effective Date"), from Open Choke Exploration, LLC, a Texas limited liability company, whose address is 3535 Calder, Suite 310, Beaumont, TX 77706 and OCXO, LLC, a Texas limited liability company, whose address is 3535 Calder, Suite 310, Beaumont, TX 77706, CCE Legacy, LLC, a Texas limited liability company, whose address is 3535 Calder, Suite 310, Beaumont, TX 77706 BT Operating Co., a Texas corporation, whose address is 3535 Calder, Suite 310, Beaumont, TX 77706, Open Choke Energy Partners, LLC, a Texas limited liability company, whose address is 3535 Calder, Suite 310, Beaumont, TX 77706, Open Choke Energy Interests, LLC, a Texas limited liability company, whose address is 3535 Calder, Suite 310, Beaumont, TX 77706, Open Choke Energy Advisors, LLC, a Texas limited liability company, whose address is 3535 Calder, Suite 310, Beaumont, TX 77706, Open Choke Energy Advisors, LLC, a Texas limited liability company, whose address is 3535 Calder, Suite 310, Beaumont, TX 77706, Open Choke Energy Advisors, LLC, a Texas limited liability company, whose address is 3535 Calder, Suite 310, Beaumont, TX 77706, Open Choke Energy, LLC, a Texas limited liability company, whose address is 3535 Calder, Suite 310, Beaumont, TX 77706, Open Choke Energy, LLC, a Texas limited liability company, whose address is 3535 Calder, Suite 310, Beaumont, TX 77706, Open Choke Energy, LLC, a Texas limited liability company, whose address is 3535 Calder, Suite 310, Beaumont, TX 77706, Open Choke Energy, LLC, a Texas limited liability company, whose address is 3535 Calder, Suite 310, Beaumont, TX 77706, and their respective Affiliates (hereinafter collectively referred to as "Assignors") to EC Offshore Properties, Inc., a Delaware corporation ("Assignee"), whose address is 600 Travis St., Suite 600, Houston, TX 77002.

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors have GRANTED, CONVEYED, SOLD, TRANSFERRED, and ASSIGNED and do hereby GRANT, CONVEY, SELL, TRANSFER and ASSIGN unto Assignee, all rights, title, and interests of Assignors with respect to the East Cameron Block 71 Lease as described in Exhibit A-1 attached hereto and the East Cameron Block 72 Lease, as described in Exhibit A-2 attached hereto (collectively referred to as "Other Interests", including, but not limited to the following:

- (a) Title to all geological and geophysical data and interpretations thereof, maps, drill logs and other drilling data, core pulps, reports, surveys, analyses, production reports, operator, technical, accounting and financial records relating to the East Cameron Block 71 Lease and the East Cameron Block 72 Lease to the extent assignable pursuant to the underlying agreements.
- (b) Access to all geological and geophysical data and interpretations thereof, maps, drill logs and other drilling data, core pulps, reports, surveys, analyses, production reports, operator, technical, accounting and financial records relating to the East Cameron Block

71 Lease and the East Cameron Block 72 Lease in the possession of the Evans Parties.

- (c) All rights under all platform processing agreements, including the Platform Processing Agreement by and between East Cameron Partners, LP and Open Choke Energy, LLC, dated November 27, 2007.
- (d) All interests, right of ways and movables (i.e. tanks, casing, tubing and other equipment used to operate wells on the East Cameron Block 71 Lease and the East Cameron Block 72 Lease).

TO HAVE AND TO HOLD the Other Interests, unto Assignee and its successors and assigns forever, subject to the following terms and conditions:

1. <u>Effective Date</u>. This Assignment shall be effective as of the Effective Date.

2. <u>Proration of Taxes, Etc.</u> All taxes, including, but not limited to, excise taxes, state severance taxes, ad valorem taxes, and any other local, state and/or federal taxes or assessments attributable to the East Cameron Block 71 Lease and the East Cameron Block 72 Lease or any part thereof prior to the Effective Date shall remain the obligation and liability of Assignors, and all deductions, credits and refunds pertaining to such taxes attributable to the East Cameron Block 71 Lease or any part thereof prior to the Effective Date (no matter when received) shall become and be the property of Assignors. All taxes, including, but not limited to, excise taxes, state severance taxes, ad valorem taxes, and any other local, state, and/or federal taxes or assessments attributable to the East Cameron Block 72 Lease or any part thereof on or after the Effective Date shall become and be the obligation and liability of Assignee, and all deductions, credits and refunds pertaining to such taxes, attributable to the East Cameron Block 72 Lease or any part thereof on or after the Effective Date shall become and be the obligation and liability of Assignee, and all deductions, credits and refunds pertaining to such taxes, attributable to the East Cameron Block 72 Lease or any part thereof on or after the Effective Date shall become and be the obligation and liability of Assignee, and all deductions, credits and refunds pertaining to such taxes, attributable to the East Cameron Block 71 Lease or any part thereof on or after the Effective Date (no matter when received) shall become and be the property of Assignee.

3. <u>Indemnities</u>. Assignors shall be responsible for all losses, clams, damages, demands, suits, causes of action, and liabilities (including any attorneys' fees incurred in connection therewith) arising out of or pertaining to their interests in the East Cameron Block 71 Lease and the East Cameron Block 72 Lease or any part thereof on or before the Effective Date, no matter when asserted. Assignors hereby agree to defend, indemnify and hold Assignee, its representatives, agents, successors and assigns, harmless against same. Assignee shall be liable and responsible for all losses, claims, damages, demands, suits, causes of action, and liabilities (including attorneys' fees incurred in connection therewith) arising out of and pertaining to its interests in the East Cameron Block 71 Lease and the East Cameron Block 72 Lease or any part thereof on and after the Effective Date hereof, no matter when asserted. Assignee shall defend, indemnify and hold Assignors, their representatives, agents, successors and assigns, harmless against same.

4. <u>Observance of Laws</u>. This Assignment is subject to all applicable laws, ordinances, rules, and regulations affecting the East Cameron Block 71 Lease and the East Cameron Block 72 Lease, and Assignee shall comply with same and shall promptly obtain and maintain all licenses, permits and bonds required by governmental authorities in connection therewith.

5. <u>Plugging Obligations</u>. By acceptance of this Assignment, Assignee agrees and assumes any obligation to plug any well, now or hereafter drilled on the East Cameron Block 71 Lease and the East Cameron Block 72 Lease. Assignee shall comply with all State of Louisiana requirements for posting plugging bonds for any and all wells on the East Cameron Block 71 Lease and the East Cameron Block 72 Lease. Assignee acknowledges that no existing well or wells on the East Cameron Block 71 Lease or the East Cameron Block 72 Lease have been abandoned and not properly plugged prior to the Effective Date.

6. <u>No Partnership Created</u>. This Assignment is not intended to create, nor shall it be construed as creating, a joint venture, partnership, or any type of association; and parties hereto are not authorized to act as agent or principal for each other with respect to any matter related hereto.

7. <u>Notices</u>. All notices and other communications required, permitted, or desired to be given hereunder must be in writing and be given by depositing same in the United States mails, postage prepaid, certified mail, return receipt requested, properly addressed to the party to whom directed at the address set out above. Delivery of such notice will be deemed delivered when mailed. Each party hereto has the right to change its address for purposes of this Assignment by notifying the other party hereto in writing.

8. <u>GOVERNING LAW</u>. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF LOUISIANA. JURISDICTION AND VENUE FOR ANY ACTION BROUGHT BY EITHER PARTY IN REGARD HERETO OR ARISING OUT OF THE TERMS OR CONDITIONS HEREOF SHALL BE IN THE APPROPRIATE COURT OF HARRIS COUNTY, TEXAS.

9. <u>Headings</u>. Titles and headings in this Assignment are included solely for ease of reference and are not to be considered in the interpretation or construction of this Assignment.

10. <u>Successors and Assigns</u>. The terms, covenants, and conditions hereof shall bind and inure to the benefit of the parties hereto and their respective successors and assigns and are covenants running with the East Cameron Block 71 Lease and the East Cameron Block 72 Lease and with each transfer or assignment thereof or any portion thereof. All future assignments of any portion of the East Cameron Block 71 Lease and the East Cameron Block 72 Lease shall be made subject to the terms hereof. EXECUTED this 18th day of October, 2018, but effective as of the Effective Date.

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[Signature Page Follows]

ASSIGNORS:

By: Valerie DiCicco, Manager **OCXO LLC** By: Valerie DiCicco, Manager CCE LEGACY, LLC By: Valerie DiCicco, Manager BT OPERATING CO. ero By: Valerie DiCicco, President **OPEN CHOKE ENERGY PARTNERS, LLC**

OPEN CHOKE EXPLORATION, LLC

By: Valerie DiCicco, Manager

OPEN CHOKE ENERGY INTERESTS, LLC

By: COD

Valerie DiCicco, Manager

OPEN CHOKE ENERGY ADVISORS, LLC

By: Valerie DiCicco, Manager

OPEN CHOKE ENERGY, LLC

By: ruco Valerie DiCicco, Manager

ASSIGNEE:

EC OFFSHORE PROPERTIES, INC.

By:	 	
Name:	 	
Title:	 	

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OPEN CHOKE ENERGY ADVISORS, LLC

By:

Valerie DiCicco, Manager

OPEN CHOKE ENERGY, LLC

By:

Valerie DiCicco, Manager

ASSIGNEE:

EC OFFSHORE PROPERTIES, INC.

By: James E. Parkman, Co-President

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STATE OF TEXAS

STATE OF TEXAS

COUNTY OF Harris

COUNTY OF Harris

This instrument was acknowledged before me on this <u>18</u> day of <u>October</u>, 2018, by Valerie DiCicco, Manager of CCE Legacy, LLC, a Texas limited liability company, on behalf of said limited liability company.

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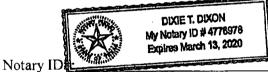
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DIXIE T. DIXON My Notary ID # 4776978 Explines March 13, 2020 Notary ID My Commission Expires:

Notary Public in and for The State of T E X A S

This instrument was acknowledged before me on this <u>18</u> day of <u>Ottober</u>, 2018, by Valerie DiCicco, Manager of OCXO, LLC, a Texas limited liability company, on behalf of said limited liability company.



Notary Public in and for The State of T E X A S

My Commission Expires:_

STATE OF TEXAS

COUNTY OF <u>Harris</u>

This instrument was acknowledged before me on this 18th day of 0 close, 2018, by Valerie DiCicco, Manager of Open Choke Exploration, LLC, a Texas limited liability company, on behalf of said limited liability company.

DIXIE T. DIXON My Notary ID # 4776978 Expires March 13, 2020 Notary ID#:

Notary Public in and for The State of T E X A S

My Commission Expires:

STATE OF TEXAS § COUNTY OF Horris

This instrument was acknowledged before me on this 15^{fm} day of October, 2018, by Valerie DiCicco, Manager of BT Operating Co., a Texas corporation, on behalf of said limited liability company.

	DIXIE T. DIXON Iy Notary ID # 4776978 Expires March 13, 2020	Notary Public in and for The State of T E X A S
My Commission Expires:	<u> </u>	
STATE OF TEXAS	8	

This instrument was acknowledged before me on this <u>18th</u> day of <u>Other</u>, 2018, by Valerie DiCicco, Manager of Open Choke Energy Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.

DIXIE T. DIXON My Notary ID # 4776978 Expires March 13, 2020

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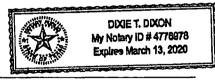
Notary Public in and for The State of T E X A S

COUNTY OF Harris

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on this <u>str</u> day of <u>Ottober</u>, 2018, by Valerie DiCicco, Manager of Open Choke Energy Interests, LLC, a Texas limited liability company, on behalf of said limited liability company.



Notary Public in and for The State of T E X A S

Notary ID#: My Commission Expires:

STATE OF TEXAS § COUNTY OF Haris §

This instrument was acknowledged before me on this 18th day of 0 differ, 2018, by Valerie DiCicco, Manager of Open Choke Energy Advisors, LLC, a Texas limited liability company, on behalf of said limited liability company.

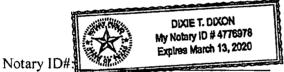
DDDET.D My Notary ID Expires March My Commission Expires:	4776978 Notary Public	
wry commission Expires		

STATE OF TEXAS

This instrument was acknowledged before me on this <u>184</u> day of <u>0 tobe</u>, 2018, by Valerie DiCicco, Manager of Open Choke Energy, LLC, a Texas limited liability company, on behalf of said limited liability company.

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Notary Public in and for The State of T E X A S

My Commission Expires:

STATE OF TEXAS §
COUNTY OF S

This instrument was acknowledged before me on this _____ day of _____, 2018, by ______, _____ of EC Offshore Properties, Inc., a Delaware corporation, on behalf of said corporation.

> Notary Public in and for The State of T E X A S

Notary ID#:_____ My Commission Expires:_____ STATE OF TEXAS § COUNTY OF §

This instrument was acknowledged before me on this _____ day of _____, 2018, by Valerie DiCicco, Manager of Open Choke Energy Advisors, LLC, a Texas limited liability company, on behalf of said limited liability company.

	Notary Public in and for
·	The State of T E X A S
Notary ID#:	
My Commission Expires:	

STATE OF TEXAS § COUNTY OF §

This instrument was acknowledged before me on this _____ day of _____, 2018, by Valerie DiCicco, Manager of Open Choke Energy, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public in and for The State of T E X A S

Notary ID#:_____ My Commission Expires:_____

STATE OF TEXAS

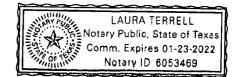
COUNTY OF HARRIS

This instrument was acknowledged before me on this <u>MrH</u> day of <u>February</u>, 2019, by James E. Parkman, Co-President of EC Offshore Properties, Inc., a Delaware corporation, on behalf of said corporation.

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Notary ID#: 6053469 My Commission Expires: 12322

Notary Public in and for The State of T E X A S



RETURN TO:

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Phil F. Snow Snow Spence Green LLP P. O. Box 549 Hockley, TX 77447

EXHIBIT A-1

East half of the East Cameron Block 71 Lease

That certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act between the United States of America, as Lessor, and Energy Development Corporation, et al., as Lessees, dated September 1, 1992, Lease Serial Number OCS-G 13576, covering Block 71, East Cameron Area, as shown on OCS Louisiana Leasing Map, Louisiana Map No. 2

EXHIBIT A-2

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East Cameron Block 72 Lease

That certain Oil and Gas Lease of Submerged Lands, dated on or about November 19, 1948, by and between the State of Louisiana, as Lessor, and Continental Oil Co., et al., as Lessees, as validated by the United States of America and assigned OCS number 0184, covering all of Block 72, East Cameron Area, as shown on OCS Louisiana Leasing Map, Louisiana Map No. 2.

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