



Exploration Offshore, L.L.C.

August 12, 2019

VIA FEDERAL EXPRESS

Bureau of Ocean Energy Management
1201 Elmwood Park Blvd.
New Orleans, Louisiana 70123
ATTN: Adjudication Section



RE: Filing of Non-Required Document
Keathley Canyon 642, OCS-G 33335; Keathley Canyon 643, OCS-G 33336;
Keathley Canyon 868, OCS-G 33341; Keathley Canyon 687, OCS-G 33918
Assignment of Overriding Royalty Interest

Ladies and Gentlemen:

Enclosed please find two (2) copies of the following document:

Title of Document: Assignment of Overriding Royalty Interest

Identities of Parties to the Document: By and between LLOG Exploration Offshore, L.L.C and Beacon Offshore Energy Buckskin LLC as Assignor and WesternGeco L.L.C. as Assignee.

Lease Affected: OCS-G 33335, Keathley Canyon 642; OCS-G 33336, Keathley Canyon; 643; OCS-G 33341, Keathley Canyon 686; and OCS-G 33918 Keathley Canyon 687

Category to be Filed: 5 = Overriding Royalty, Production Payment, Net Profit

Service Fees: pay.gov receipt in payment of the \$116.00 fee enclosed

Once this document has been filed as requested, I would appreciate your stamping and returning one (1) copy to my attention at the address outlined below.

In the meantime, please do not hesitate to contact me should you have any questions or need any additional information at (985) 801-4758 or julie.monk@llog.com.

Yours very truly,

LLOG Exploration Offshore, L.L.C.

Julie Sigler Monk
Land Assistant

Enclosures



Diane Meaux Broussard
Clerk of Court
100 N. State Street
ABBEVILLE LA 70510
PHONE: (337) 898-1992 FAX: (337) 898-9803

First VENDOR

LLOG EXPLORATION OFFSHORE LLC

First VENDEE

WESTERNGECO LLC

Book: CO

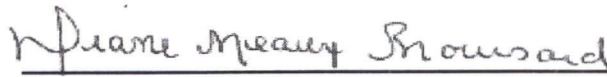
Instrument Number: 2019005751

Instrument Type: ASSIGN

Recording Pages: 7

Recorded Information

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


Clerk of Court

On (Recorded Date): 08/06/2019

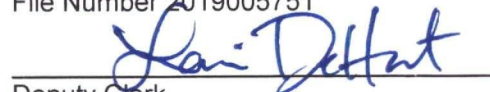
At (Recorded Time): 10:54AM

Doc ID: 1049259



CLERK OF COURT
DIANE MEAUX BROUSSARD
VERMILION PARISH, LA

I certify that this is a true copy of the attached document that was filed for registry and Recorded 08/06/2019 at 10:54AM
File Number 2019005751


Deputy Clerk

OCS-G 33335 (KC 642)
OCS-G 33336 (KC 643)
OCS-G 33341 (KC 686)
OCS-G 33918 (KC 687)

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THE UNITED STATES OF AMERICA »

» KNOW ALL MEN BY THESE PRESENTS:

OUTER CONTINENTAL SHELF »

THAT, LLOG Exploration Offshore, L.L.C. ("LEO"), a Louisiana limited liability company, whose address is 1001 Ochsner Boulevard, Suite 100, Covington, Louisiana 70433 and **Beacon Offshore Energy Buckskin LLC ("Beacon"),** a Delaware limited liability company, having offices at 500 Dallas Street, Suite 2800, Houston, Texas 77002 ("Assignors"), for and in consideration of **TEN DOLLARS (\$10.00)** cash in hand paid, the covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby **BARGAIN, GRANT, SELL, CONVEY, TRANSFER and ASSIGN** unto **WesternGeco L.L.C.,** a Delaware limited liability company, whose address is 10001 Richmond Avenue, Houston, Texas 77042 ("Assignee"), in the proportions of LEO 33% and Beacon 17%, an Overriding Royalty Interest (the "ORRI") equal to 1% of 8/8ths (proportionately reduced to the undivided 50% interest of Assignors or net 0.50% ORRI) in and to the following Oil and Gas Leases ("Leases"), including any extensions, renewals or replacements thereof obtained by or for the benefit of Assignors within one (1) year from the expiration and/or relinquishment of any of the Leases:

Oil and Gas Lease of Submerged Lands, bearing serial number **OCS-G 33335**, dated effective as of August 1, 2009, by and between the United States of America, as Lessor, and Repsol E&P USA Inc., et al, as Lessees, covering all of **Block 642, Keathley Canyon**, OCS Official Protraction Diagram, NG 15-05;

Oil and Gas Lease of Submerged Lands, bearing serial number **OCS-G 33336**, dated effective as of August 1, 2009, by and between the United States of America, as Lessor, and Repsol E&P USA Inc., et al, as Lessees, covering all of **Block 643, Keathley Canyon**, OCS Official Protraction Diagram, NG 15-05;

Oil and Gas Lease of Submerged Lands, bearing serial number **OCS-G 33341**, dated effective as of August 1, 2009, by and between the United States of America, as Lessor, and Repsol E&P USA Inc., et al, as Lessees, covering all of **Block 686, Keathley Canyon**, OCS Official Protraction Diagram, NG 15-05;

Oil and Gas Lease of Submerged Lands, bearing serial number **OCS-G 33918**, dated effective as of June 1, 2010, by and between the United States of America, as Lessor, and Repsol E&P USA Inc., et al, as Lessees, covering all of **Block 687, Keathley Canyon**, OCS Official Protraction Diagram, NG 15-05;

This Assignment is made by Assignors and accepted by Assignee subject to the following:

1. That certain unrecorded Master License Agreement ("MLA") for Multiclient Seismic Data, dated October 30, 2002, as supplemented effective December 21, 2018 by and between LLOG Exploration Company, L.L.C. and WesternGeco L.L.C.

The ORRI shall be computed and paid at the same time and in the same manner as royalties are computed and paid to the lessor under the terms of the Leases, but shall never be calculated, paid or determined on a basis in excess of the gross proceeds of production received. Additionally, the ORRI shall never be subject to, affected by, or diminished by any past, present, or future rules or regulations promulgated by the BOEM, the Department of Interior, or any other agency or authority having jurisdiction over the lands covered by the Leases that provide for or may provide for, relief, reduction or suspension of the lessor's royalty under the Leases. The ORRI shall be due only with respect to oil, gas or other minerals produced, saved and marketed from or attributable to the applicable leasehold interest or lands pooled or unitized therewith, it being understood that any oil, gas or other minerals utilized in drilling, rework, producing or other operations shall be specifically deducted in calculating such ORRI. Such ORRI shall be free and clear of any cost of drilling or production, but shall bear proportionately all applicable severance taxes or other similar taxes applicable to production and any transportation charges or fees and third-party marketing charges, subject to such transportation and marketing charges being commercially reasonable and subject to standard industry practices related to overriding royalties.

Such ORRI may be pooled, unitized, or communitized, together with the affected leasehold interest, without the necessity for the consent or joinder of the holder of such ORRI. Further, the ORRI shall be subject to proportionate reduction on account of the failure of

leasehold or mineral title, or in the event of unitization of the Leases together with other leases based on the ratio the net acreage included in the applicable unit. The ORRI shall not be reduced or burdened by any additional burdens, carried interests, reversionary interest, conversion of any nonparticipating interests into a working interest in any of the Leases subject to the ORRI, or other similar interest in favor of a third party, including without limitation to farmout and farmin agreements, joint operating agreements or participation agreements.

Assignors, their successors and assigns, shall have the right to pool, combine or unitize the above described Leases and any portion or portions of the lands covered thereby with other land, lease(s) or mineral interest in any manner and at any time before or after production, without the consent or approval of the Assignees.

Assignors shall never be under an obligation to Assignees, to maintain the above described Leases in force and effect by the payment of rentals, the drilling of wells or otherwise; the overriding royalty herein conveyed being due and payable out of production if and when it should be obtained by Assignors, their successors and assigns.

This Assignment shall inure to the benefit of and be binding upon the successors, representatives, and assigns of the parties hereto.

TO HAVE AND TO HOLD unto Assignees, their heirs and assigns, without warranty of title, either expressed or implied, except as to all persons claiming by, through or under Assignors.

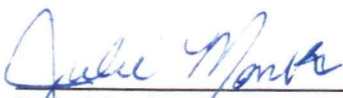
SIGNATURE PAGES FOLLOW

THIS assignment shall have an effective date of January 1, 2019.

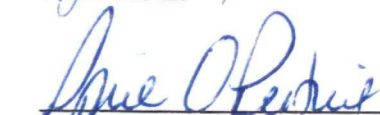
ASSIGNOR:

WITNESSES

LLOG Exploration Offshore, L.L.C.


Julie Monk


Kemberlia Ducote
Secretary


April O. Pertuit

ACKNOWLEDGEMENT

STATE OF LOUISIANA

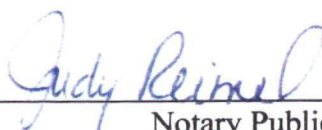
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PARISH OF ST. TAMMANY

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On this 11th day of July, 2019, before me appeared **Kemberlia Ducote**, to me personally known, who, being by me duly sworn, did say that she is the **Secretary** of **LLOG Exploration Offshore, L.L.C.**, a Louisiana limited liability company, and that the foregoing instrument was executed on behalf of said limited liability company by authority of its Members, and she also acknowledged said instrument to be the free act and deed of said limited liability company.



Notary Public

My Commission is for life.

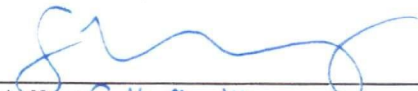
Judy Reimel
Notary Public - St. Tammany Parish
My Commission Issued for Life
Notary No. 60007

ASSIGNOR:

Beacon Offshore Energy Buckskin LLC



Print Name: Jay Register



Print Name: Scott Challenging



Marc Hensel
President and Chief Financial Officer

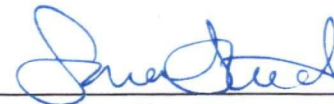
ACKNOWLEDGMENT

STATE OF TEXAS

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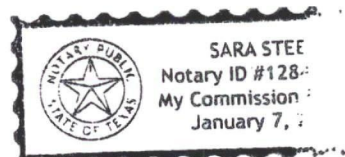
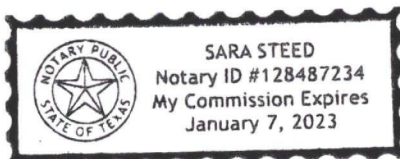
COUNTY OF HARRIS

On this 24th day of July, 2019, before me appeared **Marc Hensel**, to me personally known, who, being by me duly sworn, did say that he is the **President and Chief Financial Officer** of **Beacon Offshore Energy Buckskin LLC**, a Delaware limited liability company, that the foregoing instrument was executed on behalf of said limited liability company by authority of its Members, and that he acknowledged said instrument to be the free act and deed of said limited liability company.




Notary Public

My Commission expires January 7, 2023



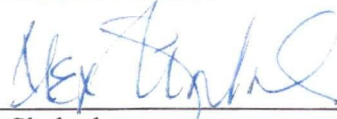
WITNESSES:


Printed Name:

David W. Watts
Printed Name:

Kevin T. Lyons

ASSIGNEE:

WesternGeco L.L.C.



Alex Shahade
Vice President

ACKNOWLEDGMENT

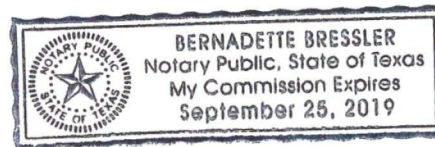
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Alex Shahade**, known to me to be the person whose name is subscribed to the foregoing instrument as **Vice President of WesternGeco L.L.C.**, and acknowledged to me that he executed the same for and on behalf of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 11 day of July, 2019.


Notary Public

My Commission expires: 25 Sep 2019



State of Louisiana

Office of Cameron Parish
Clerk of Court

Filing of Cameron Parish

38th Judicial Dist. Court

I hereby certify that the attached document is a

true and correct copy of the original

filed on July 31, 2019 bearing

File # 3460418 recorded in;

Case # _____ page _____

Volume # _____ page _____

_____ page _____

_____ my official seal

July 31, 2019

Leann Stewart