

August 14, 2019

VIA FEDERAL EXPRESS

Bureau of Ocean Energy Management
Adjudication Unit
Gulf of Mexico Region
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123



Attn: Ms. Colette Worcester

Re: Request for Non-Required Filing
High Island Area, Block A-380
OCS-G 36477

Dear Ms. Worcester;

It is requested that this letter, together with the attached Assignment of Overriding Royalty Interest, be stamped and filed in the Non-Required Filings maintained for OCS-G 36477, High Island Area, Block A-380. The instrument is described as follows:

- Assignment of Overriding Royalty Interest by and between GOME 1271 LLC (3197) as Assignor and Pingora Exploration Company LLC and Petroleum Geo-Services, Inc., Assignees in the Offshore Block of High Island Area, Block A-380 and recorded in the Official Public Records of Jefferson County, Texas.

GOME 1271 LLC is respectfully requesting that this document be filed in Category "No. 5, Overriding Royalty, Production Payment, Net Profit." Attached to the enclosure is a copy of our Pay.gov receipt (Pay. Gov Tracking ID: 29JG9GBC; Agency Tracking ID: 75816563381). We are including a copy of this letter and instrument to be stamped and returned to us upon approval.

Your cooperation and assistance in this matter is greatly appreciated, should you have any questions regarding this matter, please do not hesitate to contact the undersigned at (281) 878-0035.

Respectfully,

GOME 1271 LLC

A handwritten signature in blue ink that reads "Vanessa V. Veltman".

Vanessa V. Veltman
Senior Land Analyst
vveltman@castexenergy.com

/vvv
Enclosures



ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

BLOCK A-380 §
HIGH ISLAND AREA, EAST ADDITION, SOUTH EXTENSION §
FEDERAL OFFSHORE TEXAS §

WHEREAS, GOME 1271 LLC, a Delaware Limited Liability Company, whose collective address is Three Allen Center, 333 Clay Street, Suite 2900, Houston, Texas 77002-2569, are the owners of certain interests in and to the following identified lease:

Oil and Gas Lease of Submerged Lands bearing Serial No. OCS-G 36477, dated effective as of June 1, 2019, between the United States of America, as Lessor, and GOME 1271 LLC, as Lessee, covering all of Block A-380, High Island Area, East Addition, South Extension, as shown on OCS Texas Leasing Map, TX7C, containing approximately 5,760 acres.

The above described oil and gas lease is hereinafter sometimes referred to as the "Lease".

NOW, THEREFORE, GOME 1271 LLC, (collectively hereinafter referred to as "Assignors"), for and in consideration of the mutual advantages accruing to the parties hereto, and for Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby **TRANSFER, ASSIGN, SET OVER AND DELIVER** unto **PINGORA EXPLORATION COMPANY LLC ("Pingora")**, and **PETROLEUM GEO-SERVICES, INC., ("PGS")**, (collectively "Assignees"), an overriding royalty interest equal to 1.66667% of 8/8ths before payout, and 3.33334% of 8/8ths after payout in and to all oil, gas, other hydrocarbons, and all other minerals produced, saved and sold from the lands covered by the Lease. "Payout" is defined as such time as Assignors have recouped from production revenues all costs incurred for drilling, completing, developing, and operating wells drilled on the Lease, costs related to platform or facilities installation, and costs incurred to acquire the lease including the cash paid to Pingora. The percentage interests that are conveyed hereby are as follows:

<u>Assignees</u>	<u>Before Payout</u>	<u>After Payout</u>
Pingora	1.00002 %	2.00040%
PGS	0.66668%	1.3336%

TO HAVE AND TO HOLD said overriding royalty interest unto Assignees, its successors and assigns; and for the same consideration Assignors agree to warrant and defend title to said overriding royalty interests unto Assignees against all claims arising by, through and under Assignors, but not otherwise. This Assignment is subject to the terms and conditions of the Lease.

I.

Fuel oil and gas for operating the premises, and for treating and handling the products therefrom (and the proportionate part of fuel oil and gas consumed in a central plant, should the Lease be operated jointly with other premises through the use of such plant) shall be deducted before said overriding royalties are computed. All ad valorem, production and other taxes chargeable against the overriding royalty ownership or production shall be paid by Assignees. If the Lease covers an interest in the oil, gas and other minerals in and under the lands described

therein less than the full and undivided mineral fee interest in said land, then the overriding royalties payable to Assignees shall be proportionately reduced in accordance with the ratio that the mineral interest in said land covered by the Lease bears to the full and undivided mineral fee interest in such land.

II.

The conveyance of the foregoing overriding royalties on oil, gas and other minerals shall never be deemed as imposing any obligation upon Assignors, or its successors or assigns, to conduct any drilling operations whatsoever upon the property above described, or to maintain any such operations once begun, or production of oil or gas after once established, nor to protect said land from drainage nor to maintain the Lease in effect by payment of delay rentals, drilling operations or otherwise, but all operations, if any, on said premises and the extent and duration thereof, as well as the preservation of the leasehold estates by rental payments or otherwise, shall be solely at the will of Assignors and the overriding royalties hereby conveyed shall be paid only if and when there is any production of oil or gas from the above described Lease in accordance with the terms hereof.

III.

Assignors shall have the right and power to combine, pool or unitize the acreage covered by the Lease, or any portion thereof, and the leasehold estate and overriding royalty ownership therein, including the overriding royalty conveyed hereby, with other land, lease or leases, mineral and/or royalty estates in the vicinity thereof when and as often as in Assignors' judgment it is necessary or advisable to do so in order to properly explore, develop and operate said premises to facilitate the orderly development of such interests or to comply with the requirements of any law or governmental order or regulation relating to the spacing of wells for proration of the production therefrom. Any unit so formed shall be designed to allocate interests equitably among all parties affected thereby, including Assignees. For purposes of computing the overriding royalty interest conveyed hereby, there shall be allocated to the said overriding royalty included in such unit a pro rata portion of the oil, gas and other minerals produced from the pooled unit on the same basis that production from the pool or unit is allocated to the Lease. It is agreed that Assignees shall receive and will accept on production from a unit so pooled or unitized only such proportion of the overriding royalties hereinabove specified as is allocated to the Lease as to which this overriding royalty applies. The interest in any such pool or unit attributable to the overriding royalty interest included therein shall be subjected to said overriding royalty interest in the same manner and with the same effect as if such pool or unit and the interest of Assignors therein were specifically described in this Assignment. It is understood and agreed that no formal pooling or declaration need be filed with respect to any such pool or unit but only that the Lease(s) be subjected to a pool, unit or other cooperative agreement for the development of a common reservoir.

IV.

The value of oil and gas production which is produced, saved and sold from the lands covered by the Lease and as to which payments to Assignees are made hereunder shall be the same as that upon which the payment of royalties to the Lessor under the Lease is based, provided, however, the overriding royalty interest shall never be subject to, or in any way adversely affected or diminished by, any past, present or future rules or regulations promulgated by the BOEM (or

any other authority having jurisdiction over the lands) providing for relief, reduction or suspension of the Lessor's royalty. Assignors may deduct any third party transportation costs and other costs or charges incurred in making oil or gas ready or available for market at the point of sale provided that such costs are deductible from the Lessor's royalty under the terms of the Lease or regulations applicable thereto. However, in no event and under no circumstances shall Assignees ever have any rights, except those expressly conferred herein, or to which Assignees are entitled pursuant to the Agreement, or otherwise arising under applicable state law, which are conferred upon the government, as Lessor under the Lease, including but not limited to the right of the Government to take gas or gaseous hydrocarbons from the Lease in kind.

V.

In the event it is determined that the price for the sale of oil, gas or other hydrocarbons and upon which payments have been made hereunder, is in excess of that allowed by rule, order, statute, regulation or other governmental or regulatory determination, Assignees agrees that Assignors shall be allowed to recover, out of the overriding royalties payable hereunder, such amounts as may have been overpaid to Assignees hereunder; provided, however, that prior to commencing any such recoupment, Assignors shall provide Assignees with notice of its intent to institute such recoupment with the details, reasons and amount relating thereto; and provided further that such recoupment may never be made out of more than fifty percent (50%) of the amount payable to Assignees during any month or other applicable accounting period. Such recoupment shall not prejudice the right of Assignees to institute, nor be a bar to Assignees' instituting, any action to contest or dispute the liability of Assignees for any alleged overpayment of overriding royalties hereunder.

VI.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors or assigns; however, no change or division in the ownership of said overriding royalty interest shall be binding on Assignors until thirty (30) days after Assignors shall have been furnished with a certified copy or copies of the recorded instrument or instruments evidencing such change in ownership.

IN WITNESS WHEREOF, this Assignment is executed by Assignors and Assignees on the date shown in their respective acknowledgment, but made effective for all purposes as of the 1st day of June, 2019.

WITNESSES:

GOME 1271 LLC

Vanessa V. Veltman

Vanessa V. Veltman

Robin Longron

Robin Longron

By: Ashley S. Green

Ashley S. Green

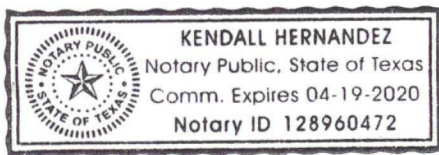
Corporate Secretary

STATE OF TEXAS

COUNTY OF HARRIS

On this 27th day of March, 2019, before me personally appeared Ashley S. Green to me personally known, who being by me duly sworn, did say that she is the Corporate Secretary of GOME 1271 LLC, a Delaware Limited Liability Company, and that said instrument was signed on behalf of said corporation by authority of its members, and said appearer acknowledged that she executed the same as the free act and deed of said company.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.



Kendall Hernandez

Notary Public in and for the State of Texas

WITNESSES:

A. Miller
Whit Miller

PINGORA EXPLORATION COMPANY, LLC

By: Les Clark
Les Clark
Manager

WITNESSES:

Wicki Backer
Roxanna Sage

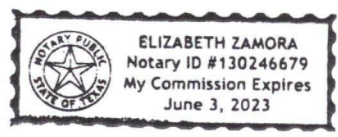
PETROLEUM GEO-SERVICES, INC.

By: Gregory A. Parker
Name: Gregory A. Parker
Title: V.P. SALES & Marketing USA

STATE OF TEXAS
COUNTY OF HARRIS

On this 9th day of April, 2019, before me personally appeared Les Clark to me personally known, who being by me duly sworn, did say that he is the Manager of Pingora Exploration Company LLC, a Texas limited liability corporation, and that said instrument was signed on behalf of said corporation by authority of its managers/members, and said appearer acknowledged that he executed the same as the free act and deed of said corporation.

In witness whereof, I have hereunder to set my official hand and seal on the date hereinabove written.

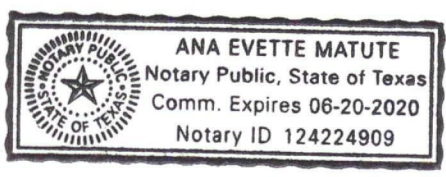


Elizabeth Zamora
Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

On this 23rd day of April, 2019, before me personally appeared Greggory A. Parker to me personally known, who being by me duly sworn, did say that he/she is the V.P. Sales & Marketing, USA of Petroleum Geo-Services, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said appearer acknowledged that he/she executed the same as the free act and deed of said corporation.

In witness whereof, I have hereunder to set my official hand and seal on the date hereinabove written.



Ana Evette Matute
Notary Public in and for the State of Texas

Return to:
CASTEX OFFSHORE INC
333 CLAY STREET
SUITE 2900
HOUSTON, TX 77002

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
Jefferson County, Texas

July 19, 2019 09:28:47 AM

FEE: \$42.00

2019024331

