

Kosmos Energy Gulf of Mexico Operations, LLC

January 9, 2020

Ms. Yolanda Winslow
U.S. Department of the Interior
Bureau of Ocean Energy Management
1201 Elmwood Park Blvd.
New Orleans, LA 70123-2394

**Re: Non-Required Filing
Agreement and Assignment of
Overriding Royalty Interest**

Dear Ms. Winslow:

Enclosed are eight copies of the following for your further handling:

Document: **Agreement and Assignment of Overriding Royalty Interest**
Assignor: Deep Gulf Energy II, LLC as Assignor and James T. Ford as
Leases Affected: OCS-G 24064 Mississippi Canyon 255
OCS-G 22865 Mississippi Canyon 256
OCS-G 22868 Mississippi Canyon 300
OCS-G 22873 Mississippi Canyon 387
OCS-G 22877 Mississippi Canyon 431
OCS-G 24069 Mississippi Canyon 301
OCS-G 24074 Mississippi Canyon 344

Document Category: 5 – **Overriding Royalty**, Production Payment, Net Profit

Paygov Confirmation: 26MN0QHI. Receipt in the amount of \$203.00 enclosed

Please return one stamped copy to my attention at the letterhead address.

If you have any questions, comments or require additional information, please contact me at (979) 533-4197).

G24074

Sincerely,
Kosmos Energy Gulf of Mexico Operations, LLC



Debra Holt
Enclosures

Plaquemines Parish Recording Page

Dorothy M Lundin
Clerk of Court
PO Box 40
Belle Chasse, LA 70037
(504) 297-5180

Received From :
Attn: DEBRA HOLT
HOLT ENERGY RESOURCES LLC
P.O. BOX 163
PLEDGER, TX 77468

First VENDOR

DEEP GULF ENERGY II LLC

First VENDEE

FORD, JAMES T

Index Type : Conveyance

File Number : 2013-00004309

Type of Document : Assignment

Book : 1302 Page : 318

Recording Pages : 9

Recorded Information

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

On (Recorded Date) : 09/20/2013

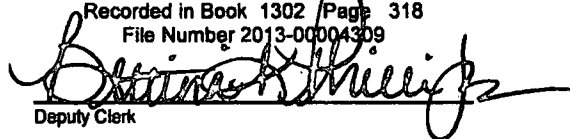
At (Recorded Time) : 2:27:21PM

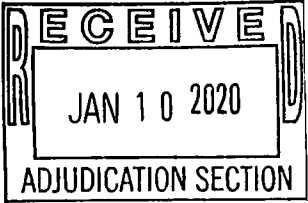


Doc ID - 003149690009



CLERK OF COURT
DOROTHY M LUNDIN
Parish of Plaquemines
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 09/20/2013 at 2:27:21
Recorded in Book 1302 / Page 318
File Number 2013-00004309


Deputy Clerk



AGREEMENT AND ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THE UNITED STATES OF AMERICA §
OUTER CONTINENTAL SHELF §

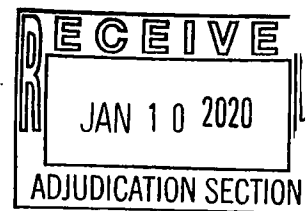
This Agreement and Assignment Of Overriding Royalty Interest ("Agreement") is between Deep Gulf Energy II, LLC, a Delaware limited liability company, whose address is 738 Highway 6 South, Suite 800, Houston, Texas 77079 ("Assignor") and James T. Ford ("Assignee")

RECITALS

- A. Assignor has heretofore granted to Assignee certain assignments of overriding royalty interests, all of which are more particularly described on Exhibit A attached to this Agreement (the "Previous Conveyances");
B. Assignor and Assignee have agreed that the Previous Conveyances are in error, and that Assignor and Assignee require certain changes to be made;
C. In addition, Assignor and Assignee have determined that Assignee should receive additional conveyances of Overriding Royalty Interests in other properties;

Therefore, for and in consideration of the premises and \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. The Previous Conveyances, from and after the Effective Date of this Agreement, as defined below, are hereby superseded and amended, so as to contain the same terms as the assignments herein made to Assignee.
2. To the extent that any third parties have heretofore relied upon the terms and conditions of the Previous Conveyances, and have paid any monies to Assignee, Assignor and Assignee agree that the third parties, if any, which relied upon the same are hereby held harmless from the actions undertaken heretofore;
3. Assignor, does hereby BARGAIN, GRANT, SELL, CONVEY, TRANSFER and ASSIGN, without warranties or covenants of title, express, implied or statutory, unto Assignee, his successors-in-title and assigns, an Overriding Royalty Interest ("ORRI") in the oil, gas, distillate, condensate, casinghead gas and other liquid and vaporous hydrocarbons (collectively,



"Hydrocarbons"), produced and saved or produced and allocable to and sold from in and to the Oil and Gas Leases ("Leases") described in Exhibit B (which includes the Leases which were the subject of the Previous Conveyances) and which ORRI is computed as described on Exhibit "C" that is attached hereto and made a part hereof.

4. The ORRI, as to each of the Leases, is made by Assignor and accepted by Assignee subject to the following terms and conditions:

(a) The terms, conditions and obligations contained in the Leases and any amendments or modifications thereof or thereto and Assignee agrees that any amendments or modifications thereof or thereto may be made without the consent or joinder of Assignee;

(b) That certain Employment Agreement dated February 1, 2008 by and between Assignor and James T. Ford (the "Employment Agreement").

(c) Participation Agreement dated December 1, 2010, by and between Stephens Production Company, LLC (Stephens) and DGE II.

(d) Purchase and Sale Agreement dated December 19, 2011 by and between Houston Energy Deepwater Ventures II, LLC (HEDVII) and DGE II.

(e) Agreement dated January 10, 2012 by and between HE&D Offshore, L.P., et al and ConocoPhillips Company.

(f) Purchase and Sale Agreement dated January 16, 2012 by and between Houston Energy Deepwater Ventures III, LLC (HEDVIII) and DGE II.

(g) The overriding royalty interests shall be free and clear of all drilling, development, producing and operating costs and expenses, but Assignee shall bear and pay all taxes which may now or hereafter be applicable to or in any manner connected with such overriding royalty interest or a lien upon such overriding royalty interest or the production of Hydrocarbons attributable thereto, including, without limitation, all production, severance, gathering, transportation, excise or other taxes attributable to or levied upon such overriding royalty interest or the production of Hydrocarbons attributable thereto, and all other costs and charges to the same extent as those costs and charges are borne by or charged to the lessors' royalty interest under the terms of the applicable Lease. It is expressly provided that no overriding royalty shall be paid nor

shall accrue upon any Hydrocarbons used for operating, development or production purposes upon the lands covered by the Lease or that portion of any Hydrocarbons returned to the lands described in Exhibit B for operating, development or production purposes or upon that portion of Hydrocarbons which is unavoidably lost. Except as otherwise provided herein, the overriding royalty interest attributable to the Lease shall be paid or delivered to Assignee in the same manner as that provided in the Lease for the payment of royalty to the lessors therein;

(h) The overriding royalty interest of Assignee in any Lease may be pooled and unitized in the same manner and under the same and identical terms, conditions and provisions as the lessors' royalty may be pooled and unitized under the terms of the Lease to which such overriding royalty interest is applicable;

(i) No obligations, either express or implied, shall arise by reason of this assignment by Assignor which shall obligate Assignor to keep and to maintain the Lease in force and effect either by the payment of rentals, compensatory royalty or other payments, or by the drilling of any wells, it being expressly understood that Assignee is to receive Assignee's overriding royalty interests only out of the Hydrocarbons if, as and when produced, saved and sold at the will of Assignor from said lands under the terms and provisions of the Lease, and Assignor may release the Lease, or any part thereof, or permit the Lease or any part thereof, to revert or to terminate at will and without liability to Assignee;

(j) If and to the extent that a joint operating agreement or like agreement covers the lands described above, in whole or in part, the overriding royalty interest herein assigned shall be subject to the same, and shall be considered a subsequently created interest in all respects and shall not be payable at any time that Assignor is not entitled to receive a share of Hydrocarbons from the Leases;

(k) The Exhibits, attached to this Agreement, are incorporated into this Agreement by reference to them, and are an integral part of this Agreement.

TO HAVE and TO HOLD each of the ORRIs herein bargained, granted, sold, conveyed transferred and assigned unto Assignee, his successors-in-title and assigns, without warranty or covenants of title, expressed, implied or statutory.

This instrument is executed on the date of the acknowledgments for each of the parties, but this Assignment shall be effective as of the 1st day of June, 2013

This instrument is executed on the date of the acknowledgments for each of the parties, but this Assignment shall be effective as of the 1st day of June, 2013

Witnesses:

Debra Holt
DEBRA HOLT

Printed Name of Witness

Erica Vest
ERICA VEST

Printed Name of Witness

Witnesses:

Debra Holt
DEBRA HOLT

Printed Name of Witness

Erica Vest
ERICA VEST

Printed Name of Witness

Assignor:

Deep Gulf Energy II, LLC

Thomas E. Young
Thomas E. Young
Vice President Land and Business
Development and Secretary

Assignee:

James T. Ford
James T. Ford

STATE OF TEXAS

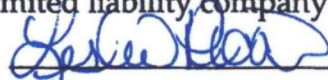
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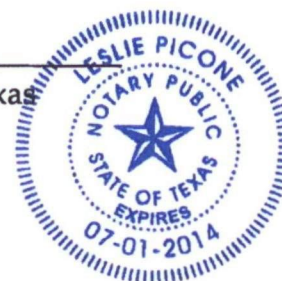
COUNTY OF HARRIS

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This instrument was acknowledged before me on September 18, 2013 by Thomas E. Young, Vice President – Land and Business Development and Secretary of Deep Gulf Energy II, LLC, a Delaware limited liability company.



Notary Public, State of Texas



STATE OF TEXAS

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COUNTY OF HARRIS

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On this 18 day of September, 2013, before me appeared James T. Ford, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Notary Public, State of Texas



EXHIBIT "A"

Attached hereto and made a part of that certain Agreement and Assignment of
Overriding Royalty Interest

From Deep Gulf Energy II, LLC to James T. Ford dated effective June 1, 2013

1. Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective July 1, 2002, from the United States of America, as Lessor to Conoco Inc., as Lessee, designated with Serial No. OCS-G 24064, covering all of Block 255, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760.00 acres.

2. Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective June 1, 2001, from the United States of America, as Lessor to Conoco Inc., as Lessee, designated with Serial No. OCS-G 22865, covering all of Block 256, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760.00 acres.

3. Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective (not indicated), from the United States of America, as Lessor to Conoco Inc., as Lessee, designated with Serial No. OCS-G 22868, covering all of Block 300, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760.00 acres.

4. Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective May 1, 2001, from the United States of America, as Lessor to Conoco Inc., as Lessee, designated with Serial No. OCS-G 22873, covering all of Block 387, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760.00 acres.

5. Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective June 1, 2001, from the United States of America, as Lessor to Conoco Inc., as Lessee, designated with Serial No. OCS-G 22877, covering all of Block 431, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760.00 acres.

EXHIBIT "B"

Attached hereto and made a part of that certain Agreement and
Assignment of Overriding Royalty Interest
From Deep Gulf Energy II, LLC to James T. Ford
dated effective June 1, 2013

1. Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated July 1, 2002 by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, bearing Serial Number OCS-G 24069, covering all of Block 301, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10 containing approximately 5,760 acres.
2. Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated June 1, 2002 by and between the United States of America, as Lessor, and Conoco Inc., as Lessee, bearing Serial Number OCS-G 24074, covering all of Block 344, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10 containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers the North One-Half (N/2) of this block.

EXHIBIT "C"

Attached hereto and made a part of that certain Agreement and Assignment of Overriding Royalty Interest
From Deep Gulf Energy II, LLC to James T. Ford dated effective June 1, 2013

	*DGE PROPORTIONATE INTEREST	*DGE PROPORTIONATE INTEREST	*DGE PROPORTIONATE INTEREST
	<u>Before IRR #1 is reached</u>	<u>After IRR #1 is reached</u>	<u>After IRR #2 is reached</u>
Deep Gulf Energy II, LLC	11.823110%	11.398583%	10.974055%
Tim Ford ORRI	0.035469%	0.034196%	0.032922%

*Internal Rate of Return (IRR) as defined in that certain Purchase and Sale Agreement between Deep Gulf Energy II, LLC and Houston Energy Deepwater Ventures II, LLC dated December 19, 2011, as amended, and that certain Purchase and Sale Agreement between Deep Gulf Energy II, LLC and Houston Energy Deepwater Ventures III, LLC dated January 16, 2012.