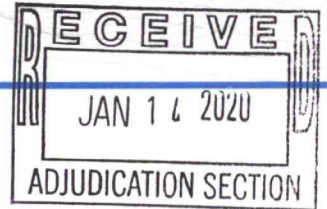


January 13, 2020



VIA FEDERAL EXPRESS

Bureau of Ocean Energy Management
Gulf of Mexico OCS Region
1201 Elmwood Park Blvd., MS WS 231A
New Orleans, Louisiana 70123-2394

ATTN: Adjudication Unit

**RE: Assignment of Overriding Royalty Interest
Green Canyon Block 814, OCS-G 36653 and
Green Canyon Block 858, OCS-G 36655
Non-Required Document Filing
GC 814/858 (Nereus) Prospect**

Ladies and Gentlemen:

Enclosed please find two (2) cover letters as well as three (3) 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 Red Willow Offshore, LLC as Assignors, and WesternGeco L.L.C., as Assignee

Lease Affected: Green Canyon Block 814, OCS-G 36653 and Green Canyon Block 858, OCS-G 36655

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

Service Fees: pay.gov receipt in payment of the fee incurred by this request is enclosed

Once this document has been filed in both lease files as requested, I would appreciate your stamping and returning one (1) copy to my attention in the envelope provided.

In the meantime, please do not hesitate to contact me should you have any questions or need any additional information at (985) 801-4794 or rachael.lepere@llog.com.

Yours very truly,

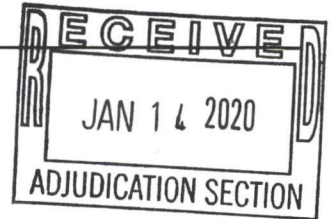
LLOG Exploration Offshore, L.L.C.

Rachael LePere
Land Assistant

Enclosure

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660



Received From :

Attn: RACHAEL LEPERE
LLOG EXPLORATION COMPANY LLC
1001 OCHSNER BLVD SUITE 100
COVINGTON, LA 70433

First VENDOR

LLOG EXPLORATION OFFSHORE L L C

First VENDEE

WESTERNGECO L L C

Index Type : CONVEYANCES

File # : 1595811

Type of Document : ASSIGNMENT

Book : 2594

Page : 298

Recording Pages : 8

Recorded Information

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

Theresa A. Robichaux
Clerk of Court

CLERK OF COURT
THERESA A. ROBICHAUX
Parish of Terrebonne

I certify that this is a true copy of the attached document that was filed for registry and
Recorded 01/07/2020 at 10:08:45
Recorded in Book 2594 Page 298
File Number 1595811



On (Recorded Date) : 01/07/2020

At (Recorded Time) : 10:08:45AM



Doc ID - 014932810008

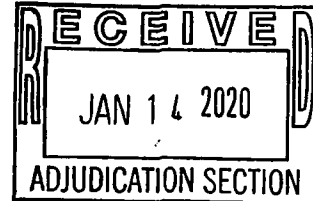
Lisa B. Brouse
Deputy Clerk

LAND DEPT.

JAN 13 2020

RECEIVED

Return To : Attn: RACHAEL LEPERE
LLOG EXPLORATION COMPANY LLC
1001 OCHSNER BLVD SUITE 100
COVINGTON, LA 70433



**ASSIGNMENT OF
OVERRIDING ROYALTY INTEREST
IN OIL AND GAS LEASES**

**THE UNITED STATES OF AMERICA §
OUTER CONTINENTAL SHELF § KNOW ALL MEN BY THESE PRESENTS:
OFFSHORE LOUISIANA §**

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 **Red Willow Offshore, LLC ("Red Willow")**, a Colorado limited liability company, whose address is 1415 Louisiana Street, Suite 4000, Houston, Texas 77002, hereinafter individually referred to as "**Assignor**" and collectively referred to as "**Assignors**," are the owners of the oil and gas leases described in the attached Exhibit "A" (the "**Leases**") in the following undivided proportions:

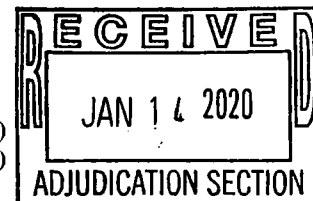
LEO	75.00%
Red Willow	25.00%
Total	100.00%

WHEREAS, all of the Assignors are the owners of an undivided fifty percent (50%) record title interest ("**WI One**") in and to the Lease as follows:

LEO	25.00%
Red Willow	25.00%
Total	50.00%

Said interests are subject to the terms and provisions of that certain Master License Agreement dated effective March 7, 2002 and that certain Supplement Agreement Number 999180-3D-J1307014 dated July 9, 2013 by and between Houston Energy and WesternGeco L.L.C. Said Assignors desire to assign unto **WesternGeco L.L.C. ("Western")**, a Delaware Corporation, whose address is 10001 Richmond Avenue, Houston, Texas 77042, (hereinafter referred to as "**Assignee**") an overriding royalty interest in the Leases equal to one percent (1%) of 8/8ths (proportionately reduced to the undivided 50% joint ownership interest of Assignors in WI One) or a net one-half percent (0.5%) override; and,

WHEREAS, the remaining undivided fifty percent (50%) record title interest in the Leases is owned by LEO, hereinafter referred to as "**WI Two**," and is subject to the terms and provisions of that certain Master License Agreement dated effective October 30, 2002 and that certain Supplement Agreement Number 514245-3D-J1309098 dated September 29, 2013 by and



OCS-G 36653 (GC 814)
OCS-G 36655 (GC 858)

between LEO and Western. As such, LEO, as Assignor, desires to assign unto Assignee an overriding royalty interest in the Leases equal to one percent (1%) of 8/8ths (proportionately reduced to the undivided 50% joint ownership interest of Assignor in WI Two) or a net one-half percent (0.5%) override; and,

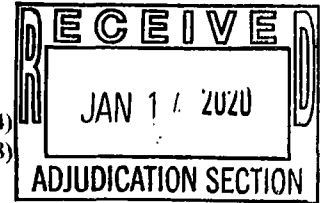
WHEREAS, reference is made to the terms and provisions of that certain Exploration Agreement dated effective as of October 1, 2013, as amended, which provide for the joint development of the Leases between WI One and WI Two.

NOW, THEREFORE, effective as of July 1, 2019, and for and in consideration of the mutual advantages and benefits accruing to the parties hereto and for One Thousand and No/100 Dollars (\$1,000), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and further in consideration of the mutual covenants and conditions herein contained, each Assignor does hereby **TRANSFER, CONVEY, SELL and ASSIGN** to Assignee, in the proportions of WI One and WI Two above, a one percent (1.00%) of 8/8ths overriding royalty interest in and to the Leases (hereinafter referred to as the "Overriding Royalty").

The Overriding Royalty shall be due only with respect to oil, gas and other minerals produced, saved and marketed from or attributable to the Lease, it being understood that any oil, gas or other minerals utilized in the drilling, reworking, producing or conducting other operations on such Leases shall be specifically deducted from the gross production prior to calculating the volume for the Overriding Royalty. The Overriding Royalty as to the Leases shall be free and clear of any cost of drilling or production, but shall bear its proportionate share of all applicable taxes, including, but not limited to, severance or other similar taxes applicable to production. The value of such Overriding Royalty shall never be calculated, paid or determined on a basis in excess of the gross proceeds of production after deduction of the foregoing and 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; provided, however, notwithstanding the foregoing, the Overriding Royalty shall never be subject to, affected by, or diminished by any past, present or future rules or regulations promulgated by the Bureau of Ocean Energy Management ("BOEM") successor agency to the Minerals Management Service of 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.

Assignors shall have the right to pool, unitize, communitize, form joint development areas, surrender, or permit to expire, the Leases without the necessity or joinder of the Assignee, or any subsequent holder of the Overriding Royalty and Assignors shall not be in any manner

OCS-G 36653 (GC 814)
OCS-G 36655 (GC 858)



obligated to maintain, preserve or continue in effect the Leases in any manner whatsoever, or to drill or rework any well on the Leases or conduct any operation whatsoever thereunder.

The gross Overriding Royalty shall be subject to proportionate reduction (i) on account of the failure of leasehold or mineral title for the Leases; (ii) in the event the Leases relate to less than the entirety of the minerals; or (iii) if Assignors' leasehold interest in the Leases relate to less than the entirety of the leasehold interest in such Leases as seen in WI One and WI Two above. If the Leases are pooled, combined into a joint development area, or unitized, then the Overriding Royalty shall be computed only on the proportionate part of production from any pooled, combined or unitized portion of such Leases which is included in such a pool, joint development area, or unit. Unless otherwise allocated by order of any regulatory body or other authority having jurisdiction, or agreement by Assignors, the amount of production to be allocated to each pool, joint development area, or unit shall be that proportion of the total production that the surface area of the Leases included within such pool, joint development area, or unit bears to the total surface area of all the lands contained within such pool, joint development area, or unit.

Subject to the matters set forth herein, each Assignor, to the extent of its interest conveyed hereunder, hereby agrees to warrant and forever defend title to the Overriding Royalty against the claims and demands of every person whomsoever claiming, or to claim, the same or any part thereof, by, through or under Assignors, but not otherwise. All payment and performance obligations of each Assignor owed to Assignee pursuant to this Assignment to pay its share of the Overriding Royalty shall be several and not joint, it being the intention of the parties to this Assignment that nothing herein shall be construed as creating any joint and several liabilities or solidary obligations of the Assignors with respect to any such payment and performance obligations.

This Assignment may be executed in any number of counterparts, each of which shall be valid and binding with respect to the signatories thereto and their interest in the property sold and conveyed hereby, but only upon execution by all signatories of this Assignment or a counterpart hereof.

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

IN WITNESS WHEREOF, this Assignment is executed by the undersigned, duly authorized representatives of the parties hereto as of the dates set forth in the respective signature blocks below.

SIGNATURE PAGES FOLLOW

WITNESSES:


April O. Pertuit


Rachael LePere

ASSIGNOR:

LLOG Exploration Offshore, L.L.C.


Kemberlia Ducote
Secretary

Date: 12-17-19

ACKNOWLEDGMENT

STATE OF LOUISIANA §
§
PARISH OF ST. TAMMANY §

BEFORE ME, the undersigned authority, on this day personally appeared **Kemberlia Ducote**, known to me to be the person whose name is subscribed to the foregoing instrument as **Secretary** of **LLOG Exploration Offshore, L.L.C.**, a Louisiana limited liability company, and acknowledged to me that she executed the same for and on behalf of said limited liability company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 17th day of December, 2019.


Notary Public - State of Louisiana

My Commission is for life.

Judy Reinsel
Notary Public - St. Tammany Parish
My Commission Issued for Life
Notary No. 60067

WITNESSES:

ASSIGNOR:

[Signature]
Printed Name: Rex RICHARDSON

Red Willow Offshore, LLC

[Signature]
Richard L. Smith
Executive Vice President - Offshore

[Signature]
Printed Name: Ashtey Mosby

Date: 12/18/19

ACKNOWLEDGMENT

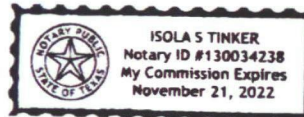
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared, **Richard L. Smith**, known to me to be the person whose name is subscribed to the foregoing instrument as **Executive Vice President – Offshore of Red Willow Offshore, LLC**, a Colorado limited liability company, and acknowledged to me that he executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 18th day of December, 2019.

[Signature]
Notary Public

My Commission expires: 11-21-22



WITNESSES:



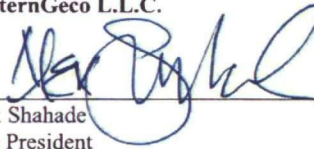
Printed Name: EMMI SANCHEZ VARGAS



Printed Name: Stephen Bernard

ASSIGNEE:

WesternGeco L.L.C.



Alex Shahade
Vice President

Date: December 18, 2019

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

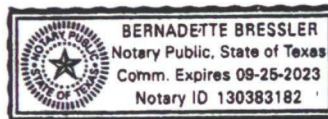
BEFORE ME, the undersigned authority, on this day personally appeared **Alex Shahade**, known to me to be the person whose name is subscribed to the foregoing instrument as **Vice President** of **WesternGeco L.L.C.**, and acknowledged to me that he executed the same for and on behalf of said company,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

GIVEN under my hand and seal of office this 18 day of December, 2019.



Notary Public - State of Texas

My Commission expires: 25 Sep 2023



OCS-G 36653 (GC 814)
OCS-G 36655 (GC 858)

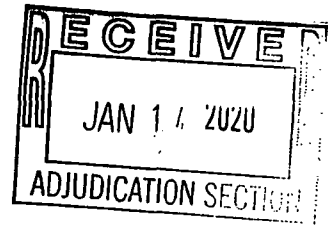


EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest in Oil and Gas Leases dated July 1, 2019, by and between LLOG Exploration Offshore, L.L.C. and Red Willow Offshore, LLC, as Assignors, and WesternGeco L.L.C., as Assignee

GREEN CANYON

Nereus Prospect

Oil and Gas Lease of Submerged Lands, dated effective as of July 1, 2019, by and between the United States of America, as Lessor, and LLOG Exploration Offshore, L.L.C., as Lessee, covering all of OCS-G 36653, Block 814, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing 5760.00 acres, more or less.

Oil and Gas Lease of Submerged Lands, dated effective as of July 1, 2019, by and between the United States of America, as Lessor, and LLOG Exploration Offshore, L.L.C., as Lessee, covering all of OCS-G 36655, Block 858, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing 5760.00 acres, more or less.