

March 17, 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

Keathley Canyon Block 729, OCS-G 36836 and Keathley Canyon Block 730, OCS-G 36837

Non-Required Document Filing KC 729/730 (Noel) Prospect

Ladies and Gentlemen:

Enclosed please find two (2) cover letters as well as three (3) copies of the following document:

**<u>Title of Document:</u>** Assignment of Overriding Royalty Interest

<u>Identities of Parties to the Document</u>: By and between LLOG Exploration Offshore, L.L.C., as Assignor, and WesternGeco L.L.C., as Assignee

<u>Lease Affected</u>: Keathley Canyon Block 729, OCS-G 36836 and Keathley Canyon Block 730, OCS-G 36837

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 <u>rachael.lepere@llog.com</u>.

Yours very truly,

LLOG Exploration Offshore, L.L.C.

Rachael LePere Land Assistant

Rachael Cefere

ADJUDICATION SECTION

DIANE MEAUX BROUSSARD
I CERTIFY THAT THIS IS A TRUE COPY OF THE ATTACHED
DOCUMENT THAT WAS FILED FOR REGISTRY AND
RECORDED 1/31/2020 10.08-28 AM (4 PAGES)
FILE NUMBER CO 2020000 66 BK/4 G 0/0

DEPUTY CLERK VERMINON PARISH, LA Friday, January 31, 2020 FILED AND RECORDED CALL STREET, LA.

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**ADJUDICATION SECTION** 

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# ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

RICCORDER

THE UNITED STATES OF AMERICA

KNOW ALL MEN BY THESE PRESENTS:

**OUTER CONTINENTAL SHELF** 

THAT, LLOG Exploration Offshore, L.L.C., a Louisiana limited liability company, whose address is 1001 Ochsner Boulevard, Suite 100, Covington, Louisiana 70433 ("Assignor"), 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"), an Overriding Royalty Interest (the "ORRI") equal to 1% of 8/8ths (proportionately reduced to the undivided 50% interest of Assignor 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 Assignor within one (1) year from the expiration and/or relinquishment of any of the Leases:

Oil and Gas Lease of Submerged Lands, dated effective as of November 1, 2019, by and between the United States of America, as Lessor, and LLOG Exploration Offshore, L.L.C., et al, as Lessees, covering all of OCS-G 36836, Block 729, Keathley Canyon, OCS Official Protraction Diagram, NG15-05, containing 5760.00 acres, more or less.

Oil and Gas Lease of Submerged Lands, dated effective as of November 1, 2019, by and between the United States of America, as Lessor, and LLOG Exploration Offshore, L.L.C., et al, as Lessees, covering all of OCS-G 36837, Block 730, Keathley Canyon, OCS Official Protraction Diagram, NG15-05, containing 5760.00 acres, more or less.

This Assignment is made by Assignor 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 by Supplement No. J1812024, dated 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

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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.

Assignor, its 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.

Assignor 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 Assignor, its 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 Assignor.

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

#### SIGNATURE PAGES FOLLOW

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**ASSIGNOR:** 

WITNESSES

LLOG Exploration Offshore, L.L.C.

Kemberlia Ducote

Secretary

## **ACKNOWLEDGEMENT**

STATE OF LOUISIANA

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PARISH OF ST. TAMMANY

On this 29th day of January, 2020, 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.

My Commission is for life.

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

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## **ASSIGNEE:**

**WITNESSES** 

WesternGeco L.L.C.

Alex Shahade

Western Hemisphere Multiclient Manager

# **ACKNOWLEDGEMENT**

STATE OF TEXAS

**COUNTY OF HARRIS** 

On this 22 day of January, 2020, before me appeared Alex Shahade, to me personally known, who, being by me duly sworn, did say that he is the Western Hemisphere Multiclient Manager of WesternGeco, L.L.C., a Delaware limited liability company, and that the foregoing instrument was executed on behalf of said limited liability company by authority of its Board of Directors, and he also acknowledged said instrument to be the free act and deed of said limited liability company.

My Commission Expires:

BERNADETTE BRESSLER Notary Public, State of Texas Comm. Expires 09-25-2023 Notary ID 130383182

Notary Public



State of Louisiana \$ \$ Parish o' Cameron \$ I hereby certify that the attache	
true and correct copy the	Original
file for record 3-9-20	bearing
File No. 347166	recorded in:
Chivovance Book	, page NA.
Mangago Dook	,page -
Bk.	,page
In anony whereof, witness my official seal	
on 3-10-20	0
By Cenia John	
Depoy Gerk of Court	