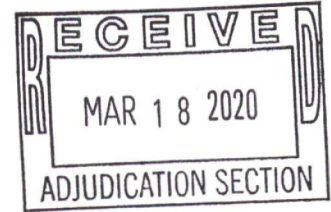


March 17, 2020



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 642, OCS-G 33335,
Keathley Canyon Block 643, OCS-G 33336,
Keathley Canyon Block 686, OCS-G 33341 and
Keathley Canyon Block 687, OCS-G 33918
Non-Required Document Filing
KC 642/643/686/687 (Leon) Prospect**

Ladies and Gentlemen:

Enclosed please find four (4) cover letters as well as five (5) 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., as Assignor, and LLOG Deepwater Royalty Company, L.L.C., as Assignee

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

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 all 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

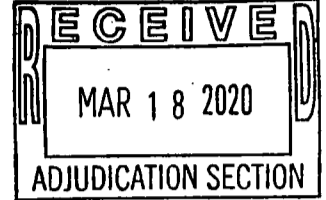
Rachael LePere
Land Assistant

Enclosure



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



UNITED STATES OF AMERICA

OUTER CONTINENTAL SHELF

This Assignment of Overriding Royalty Interest (this "Assignment") is executed by LLOG Exploration Offshore, L.L.C., a Louisiana limited liability company, whose address is 1001 Ochsner Boulevard, Suite 100, Covington, Louisiana 70433 (hereinafter called "Assignor") in favor of LLOG Deepwater Royalty Company, L.L.C., a Delaware limited liability company, whose address is 1001 Ochsner Boulevard, Suite 100, Covington, Louisiana 70433 (hereinafter called "Assignee"),

1.

Reference is hereby made for all purposes to the federal offshore leases hereinafter described (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;

2.

Assignor wishes to convey to Assignee and Assignee wishes to acquire from Assignor an undivided 1.7325% of 8/8ths overriding royalty interest of all hydrocarbons produced from or attributable to the Leases (the "Assigned ORRI").

3.

NOW, THEREFORE, in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee the Assigned ORRI.



CLERK OF COURT
DIANE MEAUX BROUSSARD
I CERTIFY THAT THIS IS A TRUE COPY OF THE ATTACHED
DOCUMENT THAT WAS FILED FOR REGISTRY AND
RECORDED 3/6/2020 10:50:15 AM (3 PAGES)
FILE NUMBER CO 2020001660 BK/FG 0/0

Page 1 of 3

DEPUTY CLERK, VERMILION PARISH, LA
Friday, March 06, 2020

KC 642/643/686/687 (Leon) Prospect
ORRI ASGMT - LEO to LDRC (1.7325%)

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

4.

The Assigned ORRI shall be free and clear of all costs, risk and expense associated with exploring, developing, operating, owning, maintaining and producing the Leases, including, without limitation, maintaining the Leases in full force and effect, plugging and abandoning wells and any appurtenances thereto, and clean-up and restoration of premises, but shall bear its proportionate share of all applicable taxes, including, but not limited to, severance taxes or other similar taxes applicable to production. The Assigned 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 Leases; provided, however, the Assigned ORRI 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 Bureau of Ocean Energy Management, or any other authority having jurisdiction over the Leases, providing for relief, reduction or suspension of the lessor's royalty.

5.

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, their heirs, or assigns. In the event the acreage covered by the above described Leases, or any portion thereof is pooled, contractually combined or unitized with other lands, lease(s) or mineral interest to comprise a unit (or units), Assignees' ORRI assigned herein shall be reduced in the same proportion that the Leases acreage or a portion thereof is pooled, contractually combined or unitized. If the Leases acreage or any portion thereof in any such unit is subject to revision due to the inclusion or exclusion of acreage, or the addition or revision of any participating areas defined in a governing unit agreement, the ORRI assigned herein shall be either reduced or increased in the same proportion that the Leases acreage or any portion thereof pooled, contractually combined or unitized is reduced or increased.

6.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and transferees.

7.

Assignor shall never be under an obligation to Assignee, its heirs or assigns, 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.

8.

This Assignment shall be without warranty of title, whether express, implied or statutory, except that it contains a special warranty of title by, through and under Assignor to the Leases.

IN WITNESS WHEREOF, this Assignment is executed by the parties hereto as of the dates set forth in their respective acknowledgments attached hereto, but shall be effective as of January 1, 2020.

SIGNATURES FOLLOW

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

ASSIGNOR:

LLOG Exploration Offshore, L.L.C.

WITNESSES

Rachael LePere
Rachael LePere
April O. Pertuit
April O. Pertuit

[Signature]
By: Kemberlia Ducote
Secretary

ACKNOWLEDGMENT

STATE OF LOUISIANA §
PARISH OF ST. TAMMANY §

On this 3rd day of March 2020, 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 company.

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

My Commission is for life.

ASSIGNEE:

LLOG Deepwater Royalty Company, L.L.C.

WITNESSES

Rachael LePere
Rachael LePere
April O. Pertuit
April O. Pertuit

[Signature]
By: Kem Ducote
Secretary

ACKNOWLEDGMENT

STATE OF LOUISIANA §
PARISH OF ST. TAMMANY §

On this 3rd day of March 2020, before me appeared **Kem Ducote**, to me personally known, who, being by me duly sworn, did say that she is the **Secretary** of **LLOG Deepwater Royalty Company, 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 Members, and she also acknowledged said instrument to be the free act and deed of said company.

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

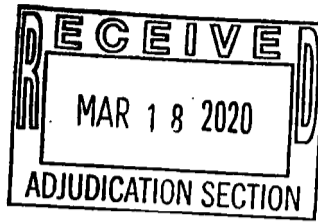
My Commission is for life.

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

Conveyance

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

UNITED STATES OF AMERICA
OUTER CONTINENTAL SHELF



CLERK OF COURTS
& RECORDER

2020 MAR 9 PM

FILED AND RECORDED
CAMERON PARISH, LA

347165

This Assignment of Overriding Royalty Interest (this "Assignment") is executed by LLOG Exploration Offshore, L.L.C., a Louisiana limited liability company, whose address is 1001 Ochsner Boulevard, Suite 100, Covington, Louisiana 70433 (hereinafter called "Assignor") in favor of LLOG Deepwater Royalty Company, L.L.C., a Delaware limited liability company, whose address is 1001 Ochsner Boulevard, Suite 100, Covington, Louisiana 70433 (hereinafter called "Assignee"),

1.

Reference is hereby made for all purposes to the federal offshore leases hereinafter described (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;

2.

Assignor wishes to convey to Assignee and Assignee wishes to acquire from Assignor an undivided 1.7325% of 8/8ths overriding royalty interest of all hydrocarbons produced from or attributable to the Leases (the "Assigned ORRI").

3.

NOW, THEREFORE, in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee the Assigned ORRI.

4.

The Assigned ORRI shall be free and clear of all costs, risk and expense associated with exploring, developing, operating, owning, maintaining and producing the Leases, including, without limitation, maintaining the Leases in full force and effect, plugging and abandoning wells and any appurtenances thereto, and clean-up and restoration of premises, but shall bear its proportionate share of all applicable taxes, including, but not limited to, severance taxes or other similar taxes applicable to production. The Assigned 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 Leases; provided, however, the Assigned ORRI 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 Bureau of Ocean Energy Management, or any other authority having jurisdiction over the Leases, providing for relief, reduction or suspension of the lessor's royalty.

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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, their heirs, or assigns. In the event the acreage covered by the above described Leases, or any portion thereof is pooled, contractually combined or unitized with other lands, lease(s) or mineral interest to comprise a unit (or units), Assignees' ORRI assigned herein shall be reduced in the same proportion that the Leases acreage or a portion thereof is pooled, contractually combined or unitized. If the Leases acreage or any portion thereof in any such unit is subject to revision due to the inclusion or exclusion of acreage, or the addition or revision of any participating areas defined in a governing unit agreement, the ORRI assigned herein shall be either reduced or increased in the same proportion that the Leases acreage or any portion thereof pooled, contractually combined or unitized is reduced or increased.

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IN WITNESS WHEREOF, this Assignment is executed by the parties hereto as of the dates set forth in their respective acknowledgments attached hereto, but shall be effective as of January 1, 2020.

SIGNATURES FOLLOW

ASSIGNOR:

LLOG Exploration Offshore, L.L.C.

WITNESSES

Rachael LePere
Rachael LePere
April O. Pertuit
April O. Pertuit

[Signature]
By: Kemberlia Ducote
Secretary

ACKNOWLEDGMENT

STATE OF LOUISIANA §
PARISH OF ST. TAMMANY §

On this 3rd day of March 2020, 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 company.

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

My Commission is for life.

ASSIGNEE:

LLOG Deepwater Royalty Company, L.L.C.

WITNESSES

Rachael LePere
Rachael LePere
April O. Pertuit
April O. Pertuit

[Signature]
By: Kem Ducote
Secretary

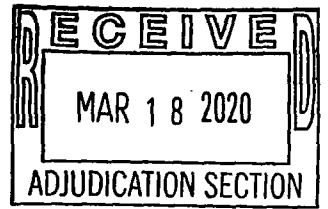
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[Signature]
Judy Reimel
Notary Public - St. Tammany Parish
My Commission Issued for Life
Notary No. 60007

My Commission is for life.



State of Louisiana \$ Office of Cameron Parish
\$ Clerk of Court
Parish of Cameron \$ Clerk of Court

I hereby certify that the [unclear] is a
true and correct copy of the [unclear]
file for record. *3-9 2020 Original*
File No. *347165*
Conveyance Book *✓* page *MT*
Mortgage Book _____ page _____
Bk. _____ page _____

In testimony whereof, witness my official seal
on *3-19 2020*
By: *Samatha Hunt*
Deputy Clerk of Court