



Exploration Offshore, L.L.C.

RECEIVED
ADJUDICATION SECTION
APR 29 2022

April 29, 2022

VIA EMAIL

Bureau of Ocean Energy Management
Attention: Adjudication Section (MS WS 231A)
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

ATTN: Adjudication Unit

**RE: OCS-G 35068, Walker Ridge 24, OCS-G 35069, Walker Ridge 26
OCS-G 35071, Walker Ridge 69, OCS-G 35072, Walker Ridge 70
Amendment of Assignment of Overriding Royalty Interest by and between
LLOG Deepwater Royalty Company, L.L.C. and
LLOG Exploration Offshore, L.L.C.
WR 24 (Moonstone) Prospect**

Ladies and Gentlemen:

Enclosed please find two (2) copies of the following document:

Title of Document: Amendment of Assignment of Overriding Royalty Interest

Identities of Parties to the Document: By and between LLOG Deepwater Royalty Company, L.L.C. and LLOG Exploration Offshore, L.L.C.

Leases Affected: OCS-G 35068, Walker Ridge 24, OCS-G 35069, Walker Ridge 26, OCS-G 35071, Walker Ridge 69 and OCS-G 35072, Walker Ridge 70

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 attached

Once this document has been filed as requested, I would appreciate your stamping and returning one (1) copy to my attention via email: aprilp@llog.com.

In the meantime, please do not hesitate to contact me should you have any questions or need any additional information at (985) 801-4353.

Sincerely,

LLOG Exploration Offshore, L.L.C.

April O. Pertuit
Senior Land Specialist

Attachment

Terrebonne Parish Recording Page

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

RECEIVED
ADJUDICATION SECTION
APR 29 2022

Received From :
LLOG EXPLORATION COMPANY LLC
1001 OCHSNER BLVD SUITE 100
COVINGTON, LA 70433

First VENDOR

LLOG EXPLORATION OFFSHORE L L C

First VENDEE

LLOG DEEPWATER ROYALTY CO L L C

Index Type : CONVEYANCES

File # : 1648968

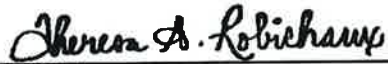
Type of Document : ASSIGNMENT

Book : 2670 **Page :** 775

Recording Pages : 5

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.


Clerk of Court

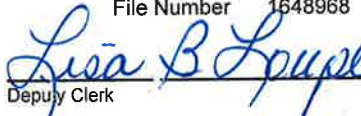
CLERK OF COURT
THERESA A. ROBICHAUX
Parish of Terrebonne
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 04/25/2022 at 9:51:38
Recorded in Book 2670 Page 775
File Number 1648968



On (Recorded Date) : 04/25/2022

At (Recorded Time) : 9:51:38AM




Deputy Clerk

Doc ID - 015747970005

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

AMENDMENT OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

UNITED STATES OF AMERICA

OUTER CONTINENTAL SHELF

This Amendment of Assignment of Overriding Royalty Interest (this “**Amendment**”) is made by and among LLOG Exploration Offshore, L.L.C. (“**LEO**”), 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**”), Assignor and Assignee may collectively be referred to herein as the “**Parties**”.

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 35068** dated effective June 1, 2013, by and between United States of America as Lessor, and Statoil Gulf of Mexico LLC, as Lessee, described as all of **Block 24, Walker Ridge**, OCS Official Protraction Diagram, NG 15-06, containing 5,760.00 acres, more or less (“**WR 24**”).

Oil and Gas Lease of Submerged Lands bearing serial number **OCS-G 35069** dated effective June 1, 2013, by and between United States of America as Lessor, and Statoil Gulf of Mexico LLC, as Lessee, described as all of **Block 26, Walker Ridge**, OCS Official Protraction Diagram, NG 15-06, containing 5,760.00 acres, more or less (“**WR 26**”).

Oil and Gas Lease of Submerged Lands bearing serial number **OCS-G 35071** dated effective June 1, 2013, by and between United States of America as Lessor, and Statoil Gulf of Mexico LLC, as Lessee, described as all of **Block 69, Walker Ridge**, OCS Official Protraction Diagram, NG 15-06, containing 5,760.00 acres, more or less (“**WR 69**”).

Oil and Gas Lease of Submerged Lands bearing serial number **OCS-G 35072** dated effective June 1, 2013, by and between United States of America as Lessor, and Statoil Gulf of Mexico LLC, as Lessee, described as all of **Block 70, Walker Ridge**, OCS Official Protraction Diagram, NG 15-06, containing 5,760.00 acres, more or less (“**WR 70**”).

WHEREAS, Assignor conveyed to Assignee and Assignee acquired from Assignor a 4.250% overriding royalty interest (the “**Assigned ORRI**”) in and to the Leases effective September 1, 2021, recorded in Book 2655, beginning at Page 596, under File No. 1640376, of the Conveyance Index of Terrebonne Parish, Louisiana (the “**Assignment**”), a portion of which was released pursuant to that certain Amendment and Partial Release, Relinquishment and Termination of Overriding Royalty Interest (the “**Release**”) in and to the Leases effective as of September 1, 2021, wherein Assignee released an undivided 2.25% of 8/8ths of the Assigned ORRI, recorded in Book 2664, beginning at Page 285, under File No. 1646321, of the Conveyance Index of Terrebonne Parish, Louisiana.

WHEREAS, Assignor and Assignee mutually desire to delete and replace paragraph No. 5 of the Assignment to better describe the methodology to be used for allocating production of the Assigned ORRI.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree to delete paragraph No. 5 from the Assignment and replace it with the following paragraph:

5.

Assignor shall have the right and power to combine, pool, co-develop or unitize the Leases, or any portion(s) thereof, and the leasehold estate and overriding royalty ownership therein, including the Assigned ORRI conveyed hereby, with other lease(s) in the vicinity thereof when and as often as in Assignor’s judgment it is necessary or advisable to do so in order to properly explore, develop and operate the Leases to facilitate the orderly development of the Leases 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. For purposes of computing the Assigned ORRI conveyed hereby, there shall be allocated to the said Assigned ORRI included in such pool or unit a pro rata portion of the oil, gas and other minerals produced from the pool or unit on the same basis that the production from the pool or unit is allocated to the Leases under the unit agreement covering the Leases. It is agreed that Assignee shall receive, and will accept, on production from a pool or unit so pooled or unitized, only such proportion of the Assigned ORRI hereinabove specified as is allocated to the Leases to which the Assigned ORRI apply/ies. 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 Leases so subjected to a pool, unit or other cooperative agreement for the development of a common reservoir as may be approved by the respective Lessor.

This Amendment shall be binding upon the Parties, and their respective successors and assigns.

Except as amended herein, the Assignment shall remain in full force and effect as originally written.

If any provision of this Amendment is held to be invalid or unenforceable, such holding shall have no effect on any other term, condition or obligation stated herein.


This Amendment may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute for all purposes one agreement. The scanned electronic transmission of any signed original or duplicate counterpart of this Amendment, and transmission or re-transmission of any signed scanned electronic transmission of this Amendment, shall be the same as the delivery of an original of this Amendment.


IN WITNESS WHEREOF, this Amendment is executed by the Parties hereto as of the dates set forth in their respective acknowledgments attached hereto, but shall be effective as of September 1, 2021.

ASSIGNOR:

WITNESSES

LLOG Exploration Offshore, L.L.C.



Rachael L. Francioni


April O. Pertuit



Philip S. LeJeune
President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF LOUISIANA §
§
PARISH OF ST. TAMMANY §

On this 19th day of April, 2022, before me appeared **Philip S. LeJeune**, to me personally known who, being by me duly sworn, did say that he is **President and Chief Executive Officer** for **LLOG Exploration Offshore, L.L.C.**, a Louisiana limited liability company, and that said instrument was executed on behalf of said company by authority of its Board of Directors, and the said appearer acknowledged said instrument to be the free act and deed of said company.



Notary Public


My Commission is for life.


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

ASSIGNEE:

WITNESSES

LLOG Deepwater Royalty Company, L.L.C.



Rachael L. Francioni


April O. Pertuit



Philip S. LeJeune
President and Chief Executive Officer

ACKNOWLEDGMENT

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Notary Public

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