

Navitas Monument US, LLC
5847 San Felipe St, Suite 2200
Houston, TX 77057

RECEIVED
ADJUDICATION SECTION
MAY 07 2024

May 7, 2024

Via Email: boemadjudication@boem.gov

United States Department of the Interior
Bureau of Ocean Energy Management ("BOEM")
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2394

Attention: Adjudication Unit

Re: Non-Required Filings

Dear Sir or Madam:

Enclosed herewith please find the document described below:

Assignment of Overriding Royalty Interest dated effective September 1, 2023, by and between Navitas Monument US, LLC, as Assignor, and Arimer Investments Ltd, Chanan Yehoshua Reichman, Jochanan Ja'akov Wolf, and Nechamka Investments 2001 Ltd, as Assignees.

Please file this document in the non-required filing records maintained by your office affecting leases OCS-G 35080, OCS-G 35081, OCS-G 35732, OCS-G 35733, OCS-G 36084, OCS-G 36927, and OCS-G 37327 under Category 5 – Overriding Royalty, Production Payment, Net Profit.

Also enclosed is a pay.gov receipt evidencing payment of the required filing fee. Should you have any questions, please contact the undersigned at 713.305.3999.

Thank you in advance for your courtesies in this matter.

Sincerely,



Tom H. Nguyen

Enclosures



ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

UNITED STATES OF AMERICA §
§
OUTER CONTINENTAL SHELF §

This Assignment of Overriding Royalty Interest ("Assignment") is made effective as of September 1, 2023 (the "Effective Date"), by and between Navitas Monument US, LLC, a Delaware limited liability company, whose address is 5847 San Felipe, Suite 2200, Houston Texas 77057 (hereinafter referred to as "Assignor") and Arlmer Investments Ltd, whose address is 15 Dulchin Arie St, Tel Aviv – Jaffa, Israel, Chanan Yehoshua Reichman, whose address is 5847 San Felipe, Suite 2200, Houston Texas 77057, Jochanan Ja'akov Wolf, whose address is 5847 San Felipe, Suite 2200, Houston Texas 77057, and Nechamka Investments 2001 Ltd., whose address is 5847 San Felipe, Suite 2200, Houston Texas 77057, (collectively hereinafter referred to as "Assignees").

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00), and the mutual advantages and benefits accruing to the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereinafter set forth, Assignor does hereby transfer, assign, sell and convey unto Assignees, as to the proportions listed in Section 1 below, an overriding royalty interest equal to six percent of eight-eighths (6% of 8/8ths) of Assignor's Net Revenue Interest (the "ORRI") in and to all the oil, gas, hydrocarbons, and other minerals (the "Hydrocarbons") in and under and that may be produced, saved and sold from, or attributable to, the lands described in the following oil and gas leases:

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act by and between the United States of America, as Lessor, and Samson Offshore, LLC and Statoil Gulf of Mexico LLC, as Lessees, bearing serial number OCS-G 35080, dated effective as of August 1, 2013, containing 5760.00 acres and described as All of Block 271, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06;

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act by and between the United States of America, as Lessor, and Samson Offshore, LLC and Statoil Gulf of Mexico LLC, as Lessees, bearing serial number OCS-G 35081, dated effective as of August 1, 2013, containing 5760.00 acres and described as All of Block 272, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06;

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act by and between the United States of America, as Lessor, and Samson Offshore, LLC and Statoil Gulf of Mexico LLC, as Lessees, bearing serial number OCS-G 35732, dated effective as of July 1, 2015, containing 5,760.00 acres and described as All of Block 227, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06;

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act by and between the United States of America, as Lessor, and Samson Offshore, LLC and Statoil Gulf of Mexico LLC, as Lessees, bearing serial number OCS-G 35733, dated effective as of July 1, 2015, containing 5760.00 acres and described as All of Block 315, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06;

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act by and between the United States of America, as Lessor, and Statoil Gulf of Mexico LLC, as Lessee, bearing serial number OCS-G 36084, dated effective as of June 1, 2017, containing 5760.00 acres and described as All of Block 316, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06;

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act by and between the United States of America, as Lessor, and Equinor Gulf of Mexico LLC, as Lessee, bearing serial number OCS-G 36927, dated effective as of July 1, 2020, containing 5760.00 acres and described as All of Block 228, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06; and

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act by and between the United States of America, as Lessor, and Equinor Gulf of Mexico LLC and Repsol E&P USA Inc., as Lessees, bearing serial number OCS-G 37327, dated effective as of October 1, 2022, containing 5760.00 acres and described as All of Block 314, Walker Ridge, as shown on OCS Official Protraction Diagram, NG 15-06 (collectively, the "Leases").

It is understood and agreed by the parties hereto that this Assignment is subject to the following terms and conditions:

1. The ORRI shall be held by the Assignees in the undivided interest amounts set forth on Exhibit A.
2. The term "Net Revenue Interest" as used in this Assignment means with respect to the Leases, the interest of the Assignor in and to the Hydrocarbons produced, saved and sold from the Leases after deduction of the Lessor's royalty.
3. The ORRI shall be free and clear of all drilling and operating expenses affecting the Leases, but shall bear its proportionate share of all applicable severance, excise, production or other similar taxes measured by the amount or value of production. The ORRI shall never be calculated, paid or determined on a basis in excess of the actual proceeds of production after deduction of the foregoing. The ORRI shall otherwise be calculated and paid in the same manner and same time as the Lessor's royalty; however, that calculation and payment of the ORRI shall not be affected by any reduction, deferral, mitigation or other relief of the Lessor's royalty allowed under the terms of the Leases or applicable laws, rules, regulations and orders. The ORRI shall be free and clear of any costs and expenses of, or in connection with, the acquisition, exploration, development and operation of the Leases and/or the lands covered thereby and any other lease(s) and/or lands pooled or unitized

therewith. The ORRI shall not be due on any Hydrocarbons used for fuel in conducting operations on the Leases.

4. Each of the Assignees shall have the right to take its share of the Hydrocarbons attributable to the ORRI in kind.
5. Assignor shall not be under any obligation to maintain the Leases or to conduct any operations thereon and Assignor shall have the full right to execute a relinquishment, surrender or permit the expiration of the Leases, in whole or in part, without liability of any kind to Assignees and without the necessity of joinder or consent of Assignees.
6. Assignor expressly reserves the power, authority and right, without the necessity for the consent or joinder of Assignees, to pool and/or unitize the ORRI herein conveyed in the same manner and under the same terms, conditions and provisions as the Lessor's royalty may be pooled and/or unitized under the terms of the Leases. In the event that Assignor exercises this right, Assignees shall receive on production from a unit so pooled only such portion of the ORRI as the number of acres (or net acre feet) covered by the Leases or portion thereof that are placed in any such unit or participating area bears to the total acreage (or net acre feet) so pooled in such unit or participating area.
7. This Assignment is made pursuant to that certain Limited Partnership Agreement dated September 4, 2017, as amended on April 1, 2018 and July 18, 2018, by and between FLR OIL AND GAS MANAGEMENT LTD., an Israeli limited liability company, as the General Partner, and Flair Oil and Gas LP, a Gibraltarian limited liability company, as the first Limited Partner (the "Agreement"), which Agreement is incorporated herein by reference, for all purposes and made a covenant running with said Leases. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall prevail and apply. There shall be no merger of the Agreement with this Assignment; it being the intent of the parties hereto that the Agreement shall survive the granting of this Assignment.
8. Any transfer by the Assignor of its leasehold interest in the Leases shall be made expressly subject to the terms and conditions of this Assignment and the Agreement, and the Assignor shall require its transferee to assume all obligations owed to the Assignee under this Assignment and the Agreement. Any assignment or transfer executed in contravention of this provision shall be null and void.
9. The terms and provisions of this Assignment shall be deemed covenants running with the land covered by the Leases, and shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. Regardless of actual or constructive notice on the part of Assignor, no change in the ownership of the ORRI, or change in the capacity or status of the Assignees, however resulting, shall impose any additional burden on Assignor.
10. The ORRI shall apply to the Leases and any extensions, renewals, or modifications of the Leases acquired by Assignor. For purposes of this paragraph, the term "renewals" shall

include a wholly new lease acquired by Assignor covering the same interest as the Leases while the applicable Leases remains in full force and effect, or within twelve (12) months after the lapse of such Leases.

11. 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 interests in the property conveyed hereby, but only upon execution by all the signatories of the Assignment or a counterpart hereof.

[Signature page follows]

This Assignment is executed by the parties hereto, on the dates set forth in each of their respective signature blocks, but shall be effective for all purposes as of the Effective Date.

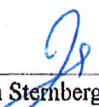
ASSIGNOR:

Navitas Monument US, LLC

By: 
Amit Kornhauser
President

Date: May 5, 2024

Navitas Monument US, LLC

By: 
Jonathan Sternberg
Chief Executive Officer

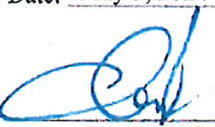
Date: May 5, 2024

ASSIGNEES:


Arimer Investments Ltd.

By: 
Yacob Katz
Director

Date: May 5, 2024


Chanan Yehoshua Reichman

Date: May 5, 2024


Jochanan Ja'akov Wolf

Date: May 5, 2024

Nechamka Investments 2001 Ltd.

By: 
Gideon Abraham Tadmor-Cohen
Director

Date: May 5, 2024

EXHIBIT A – OVERRIDING ROYALTY INTEREST

ORRI OWNER	UNDIVIDED INTEREST
NECHAMKA INVESTMENTS 2001 LTD.	3.75%
ARIMER INVESTMENTS LTD.	0.75%
CHANAN YEHOASHUA REICHMAN	0.75%
JOCHANAN JA'AKOV WOLF	0.75%