

RECEIVED ADJUDICATION SECTION MAR 21 2025

March 21, 2025

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: Assignment of Overriding Royalty Interest by and between

LLOG Exploration Offshore, L.L.C., as Assignor, and LLOG Deepwater Royalty Company, L.L.C., as Assignee

Leopard North and Leopard South Prospects

Ladies and Gentlemen:

Enclosed please find one (1) copy of the following document:

Title of Document: 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 LLOG Deepwater Royalty Company, L.L.C., as Assignee

Lease Affected:

OCS-G 36105, Block 647, Alaminos Canyon	
OCS-G 34770, Block 690, Alaminos Canyon	
OCS-G 34771, Block 691, Alaminos Canyon	
OCS-G 34776, Block 734, Alaminos Canyon	
OCS-G 34777, Block 735, Alaminos Canyon	
OCS-G 37713, Block 778, Alaminos Canyon	

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 in each of the lease records as requested, I would appreciate your stamping and returning one (1) copy to my attention via email: rachael.francioni@llog.com. In the meantime, please do not hesitate to contact me should you have any questions or need any additional information at (985) 801-4794.

Sincerely,

Rachard L. Francioni

Rachael L. Francioni Land Specialist

RECEIVED
ADJUDICATION SECTION
MAR 21 2025

SPACE ABOVE THIS LINE RESERVED FOR RECORDERS USE

Filing prepared by:
Rachael L. Francioni
LLOG Exploration Offshore, L.L.C.
1001 Ochsner Boulevard, Suite 100
Covington, LA 70433
Rachael.francioni@llog.com
(985) 801-4794

ASSIGNMENT PROSPECT LEOPARD

Parties to Document:

Assignor:

LLOG Exploration Offshore, L.L.C. 1001 Ochsner Boulevard, Suite 100 Covington, LA 70433

Assignee:

LLOG Deepwater Royalty Company, L.L.C. 1001 Ochsner Boulevard, Suite 100 Covington, LA 70433

<u>Clerk:</u> For Conveyance filing in Chambers County, Texas. This filing relates to Offshore mineral leases whose descriptions can be found in the enclosed document.

This Assignment is to be recorded in Chambers County, Texas, as it pertains to the same properties as prior filings in Chambers County, Texas. A previous Assignment between BP Exploration Inc. and LLOG Exploration Offshore, L.L.C. was filed in Chambers County under file number 2024-208301 and Assignment between Shell Offshore Inc. and LLOG Exploration Offshore, L.L.C. was filed in Chambers County under file number 2024-207994, covering the same properties as reflected in the enclosed assignment.

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 described on the attached Exhibit "A" (the "Leases"):

2.

Assignor wishes to convey to Assignee and Assignee wishes to acquire from Assignor an undivided 1.25000% 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.

5.

Assignor, its successors and assigns shall have the right to pool, combine or unitize the 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 Assignee, its heirs, or assigns. In the event the acreage covered by the Leases (the "Acreage"), or any portion thereof is pooled, contractually combined or unitized with other lands, lease(s) or mineral interest to comprise a unit (or units), then the Assigned ORRI shall be reduced in the same proportion that the Acreage or a portion thereof is pooled, contractually combined or unitized. For purposes of computing the Assigned ORRI in such event, there shall be allocated to the 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. If the 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 Assigned ORRI shall be either reduced or increased in the same proportion that the Acreage or any portion thereof pooled, contractually combined or unitized is reduced or increased.

6.

Assignee expressly reserves the right and Assignor expressly grants to Assignee the right to audit the calculation and payment of the Assigned ORRI from the effective date of this Assignment, and no more than once per calendar year thereafter. Assignee shall give Assignor written notice of the exercise of this right. Within thirty (30) days after receipt of such notice, Assignor shall make available to Assignee all books and records (together with copies thereof if requested by Assignee) along with any and all other data necessary for Assignee to audit the calculation and payment of the Assigned ORRI. Such audit shall take place at Assignor's office or at such other place as may be mutually agreed upon by Assignor and Assignee. Assignee's right to audit Assignor shall expire twenty-four (24) months from the date of payment of the Assigned ORRI. For the avoidance of doubt, Assignor shall mean the Assignor or any successor Assignor or transferee of Assignor's right, title and interest in the Leases.

7.

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

8.

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

9.

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.

10.

Under no circumstances shall the Assignor be liable to the Assignee or the Assignee liable to the Assignor for loss of profit, loss of reserves, loss of reservoir, business interruption, punitive damages or consequential or indirect damages of whatever nature relating to or in any way connected with this Assignment.

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 October 1, 2024.

SIGNATURES AND ACKNOWLEDGEMENTS BEGINNING ON THE FOLLOWING PAGE

B.S.

ASSIGNOR:

WITNESSES

LLOG Exploration Offshore, L.L.C.

By: Kemberlia Ducote Secretary

April O. Pertuit

ACKNOWLEDGMENT

STATE OF LOUISIANA

Graffagnini

PARISH OF ST. TAMMANY

On this 19TH day of MARCH 2025, 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.

Kachael L. Francioni

My Commission is for life.





8.S.

ASSIGNEE:

By: Kem Ducote

Secretary

WITNESSES

LLOG Deepwater Royalty Company, L.L.C.

Print Name:

Shua Graffagnini

Print Wame:

April O. Pertuit

ACKNOWLEDGMENT

STATE OF LOUISIANA

§

PARISH OF ST. TAMMANY

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On this Malch 2025, 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.

Kalhard L. Francion

My Commission is for life.

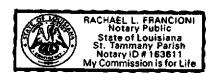




EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective October 1, 2024 by and between LLOG Exploration Offshore, L.L.C., as Assignor, in favor of and to LLOG Deepwater Royalty Company, L.L.C., as Assignee

Leases:

Leopard North Prospect

Federal OCS Oil and Gas Lease bearing Lease No. OCS-G 36105, dated effective as of December 1, 2017, by and between the United States of America, as Lessor, and Chevron U.S.A. Inc., as Lessee, covering all of Block 647, Alaminos Canyon, OCS Official Protraction Diagram, NG 15-04, containing approximately 5,760 acres, more or less.

Federal OCS Oil and Gas Lease bearing Lease No. OCS-G 34770, dated effective as of April 1, 2013, by and between the United States of America, as Lessor, and Exxon Mobil Corporation, as Lessee, covering all of Block 690, Alaminos Canyon, OCS Official Protraction Diagram, NG 15-04, containing approximately 5,760 acres, more or less.

Federal OCS Oil and Gas Lease bearing Lease No. OCS-G 34771, dated effective as of April 1, 2013, by and between the United States of America, as Lessor, and Exxon Mobil Corporation, as Lessee, covering all of Block 691, Alaminos Canyon, OCS Official Protraction Diagram, NG 15-04, containing approximately 5,760 acres, more or less.

Federal OCS Oil and Gas Lease bearing Lease No. OCS-G 34776, dated effective as of April 1, 2013, by and between the United States of America, as Lessor, and Exxon Mobil Corporation, as Lessee, covering all of Block 734, Alaminos Canyon, OCS Official Protraction Diagram, NG 15-04, containing approximately 5,760 acres, more or less.

Federal OCS Oil and Gas Lease bearing Lease No. OCS-G 34777, dated effective as of April 1, 2013, by and between the United States of America, as Lessor, and Exxon Mobil Corporation, as Lessee, covering all of Block 735, Alaminos Canyon, OCS Official Protraction Diagram, NG 15-04, containing approximately 5,760 acres, more or less.

Leopard South Prospect

Federal OCS Oil and Gas Lease bearing Lease No. OCS-G 37713, dated effective as of April 1, 2024, by and between the United States of America, as Lessor, and Shell Offshore Inc., as Lessee, covering all of Block 778, Alaminos Canyon, OCS Official Protraction Diagram, NG 15-04, containing approximately 5,760 acres, more or less.

2025 - 212064 03/20/2025 02:57 PM Page 8 of 8 Heather H. Hawthorne, Chambers County Clerk

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By: NM
Heather H. Hawthorne

