



RECEIVED
ADJUDICATION SECTION
JUL 24 2025

Shell Offshore Inc.

150 N. Dairy Ashford Rd

Houston, TX 77079

Tel +1 832 337 0357

Email: john.munroe@shell.com

VIA EMAIL

July 23, 2025

Bureau of Ocean Energy Management
ATTN Adjudication Dept.
1201 Elmwood Park Boulevard
New Orleans, LA, 70123-2349

Dear Adjudication Dept:

SUBJECT: NON-REQUIRED FILINGS
FEDERAL OIL & GAS LEASES OCS-G 36547
MISSISSIPPI CANYON BLOCK 480
5 = OVERRIDING ROYALTY, PRODUCTION PAYMENT. NET PROFIT

Enclosed please find an Assignment of Overriding Royalty Interest between **INEOS Energy Petroleum Offshore USA Inc. (020709)** as Assignor and **Shell Offshore Inc. (Company No. 00689)** as Assignee to be filed in **Non-Required Filing Category 5 (OVERRIDING ROYALTY, PRODUCTION PAYMENT. NET PROFIT)** for the above subject lease.

I have paid the adjudication fees for this non required filing and have attached a copy of the payment confirmations received via Pay.gov.

Should you have any questions please contact me via e-mail at john.munroe@shell.com or at (832) 337-0357.

Sincerely,

John Munroe
Senior Commercial Analyst

Attachments

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

UNITED STATES OF AMERICA §
OUTER CONTINENTAL SHELF § KNOW ALL MEN BY THESE
GULF OF MEXICO § PRESENTS

For and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, INEOS Energy Petroleum Offshore USA Inc., 9805 Katy Freeway, Suite 675 Houston, Texas 77024, hereinafter sometimes referred to as "**Assignor**", does hereby grant, bargain, assign, sell, transfer and convey, by this conveyance ("**Assignment**"), unto Shell Offshore Inc. ("SOI"), a Delaware corporation, whose mailing address is P.O. Box 61933, New Orleans, Louisiana 70161 "**Assignee**", subject to the provisions set forth herein below, an overriding royalty interest equal to eight-tenths percent of eight-eighths of 8/8ths, (0.8% of 8/8ths), which overriding royalty interest is due on the oil, gas, casinghead gas, condensate, distillate, gaseous substances and all other hydrocarbons produced, saved, removed and sold from (and/or attributable to) one-hundred percent (100%) record title interest in each of the following described federal Outer Continental Shelf Oil and Gas Lease (the "**Lease**"):

Area	Block	OCS-G	Effective Date	Interest	Depth Restriction	ORRI
Mississippi Canyon	480	36547	7/1/2019	Operating Rights	18,000' SSTVD to 50,000' SSTVD	0.8000% of 8/8ths

Such overriding royalty interest is hereinafter referred to collectively as the "**Overriding Royalties**" and individually as the "**Overriding Royalty**".

TO HAVE AND TO HOLD the Overriding Royalties conveyed herein unto Assignee, its successors and assigns, are subject to all terms, covenants and conditions contained in that certain Lease Assignment Agreement effective July 15th, 2025 by and between Assignor and Assignee (the "**Assignment Agreement**"). This Assignment is made "**AS IS**", "**WHERE IS**", and for the consideration described in the Assignment Agreement, and Assignor shall warrant and defend the title to the Overriding Royalties unto Assignee against all claims arising by, through and under said Assignor, but not otherwise, and is accepted without warranty of title, express, statutory or implied. Assignee shall have the right of full substitution and subrogation in and to any and all rights and actions of warranty which Assignor or Assignor's Affiliates or subsidiaries may have against any and all preceding owners or vendors of the Leases. The terms, covenants and conditions of the Assignment Agreement, a copy of which may be obtained from Assignor at the above referenced addresses if the Assignor and Assignee agree to disclose the Assignment Agreement, are, to the extent applicable, incorporated herein by reference and if there is a conflict between the provisions of the Assignment Agreement and this Assignment, the provisions of the Assignment Agreement shall control. This Assignment is also subject to the following terms and provisions, to wit:

1. The value of oil, gas and liquid hydrocarbons which is produced, saved and sold from

the lands covered by the Leases and as to which payments to Assignee are made hereunder shall be the same as that upon which the payment of royalties by Assignor to the Lessor is based so the Overriding Royalty applicable to each Lease shall be computed and paid at the same time and in the same manner as the Lessor royalty is computed and paid under the applicable Lease (but without regard to any royalty relief, reduction or suspension under the Deep Water Royalty Relief Act or any other statute providing for royalty relief, reduction or suspension, whether presently or hereafter enacted or made applicable to the Leases). The Overriding Royalty shall be paid free of all cost or expense of development or operations, except that Assignor may deduct any transportation costs and other costs or charges incurred in making oil, gas, or liquid hydrocarbons ready or available for market, provided that such costs are deductible from the Lessor's royalty under the terms of the Leases or regulations applicable thereto. However, in no event and under no circumstances shall Assignee ever have any rights, except those expressly conferred herein or otherwise arising under applicable law, which are conferred upon the U. S. Department of Interior ("DOI") as Lessor ("Lessor") under the Leases.

2. Assignee agrees that Assignor shall be allowed to recover, out of the Overriding Royalties payable hereunder, amounts that have been overpaid to Assignee; provided, however, that prior to commencing any such recoupment, Assignor shall provide Assignee with notice of the intent to institute such recoupment with the details, reasons and amounts relating thereto; and provided further that such recoupment may never be made out of more than fifty percent (50%) of the amount payable to Assignee during any month or other applicable accounting period. Such recoupment shall not prejudice the right of Assignee to institute, nor be a bar to Assignee instituting, any action to contest or dispute the liability of Assignee for any alleged overpayment of the Overriding Royalties.

3. The Assignment and conveyance of the Overriding Royalties shall never be deemed as imposing any obligation upon Assignor, or their respective successors or assigns, to conduct any drilling operations whatsoever upon the Leases, or to maintain any such operations once begun, or to continue production of oil or gas after once established, nor to protect the Leases from drainage, nor to maintain the Leases in effect by payment of delay rentals, minimum royalties, drilling operations or otherwise, but all operations, if any, on the Leases and the extent and duration thereof, as well as the preservation of the Leases by rental payments or otherwise, shall be solely at the will of Assignor and the Overriding Royalties hereby conveyed shall be paid only if and when there is any production of oil or gas from the Leases in accordance with the terms hereof. Nothing herein shall be construed to establish or create any express or implied covenants on behalf of Assignor to market any production derived from or attributable to the Leases or to establish or create any of the express or implied covenants normally extended to a lessor of a mineral lease or to a working interest owner in a joint venture.

4. 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 Overriding Royalties conveyed hereby, with other leases(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 Overriding Royalties conveyed hereby, there shall be allocated to the said Overriding Royalties 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 Overriding Royalties hereinabove specified as is allocated to the Lease(s) to which the Overriding Royalties apply. 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 are 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.

5. Notwithstanding anything herein to the contrary, the Overriding Royalties shall apply to, and only apply to, oil, gas and associated liquid hydrocarbons produced, saved, removed and sold from (and/or attributable to) the Leases and shall not apply to: (i) oil, gas and associated liquid hydrocarbons lost, including as a result of a blowout or other uncontrolled flow above the seabed; (ii) oil and gas flared or vented with volumes measured and adjusted for the platform and/or the DOI commingling approval; (iii) oil and gas used as fuel on the platform in support of producing, handling, transporting, and processing the oil and gas derived from or attributable to the Leases with volumes measured and adjusted in accordance with any measurement and allocation agreement for the platform / infrastructure and/or DOI commingling approval; and (iv) benefits from other than the oil, gas and associated liquid hydrocarbons or the proceeds therefrom accruing to Assignor as a result of their respective ownership in the Leases or contracts applicable thereto, including, but not limited to, payments received pursuant to production handling agreements and platform space agreements, insurance settlement, and take or pay payments or settlement under or relating to gas sales contracts, contract buydowns and the like. All ad valorem, production and other taxes chargeable against the Overriding Royalties' ownership or production shall be paid by Assignee.

6. To the extent permissible under any applicable operating agreements (and if not permissible, Assignor will use reasonable endeavors to obtain any required consents under such agreements), Assignee shall have the same rights as Assignor to participate in the audit of volume allocations, revenue calculations (for cash settlements), quality bank adjustment calculations and field imbalance settlements for the Leases. Assignee shall be provided copies, upon written request to the designated operator of the Leases, of all pertinent agreements describing the audit rights and Assignor shall make reasonable efforts to afford Assignee the opportunity to participate in any joint audit of the Leases or any platform / infrastructure that may be conducted by non-operators.

7. 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.

8. The provisions hereof shall inure to the benefit of and be binding upon the Assignor and Assignee and their respective successors or assigns; however, no change or division in the ownership of said Overriding Royalties shall be binding on Assignor until thirty (30) days after Assignor shall have been furnished with a certified copy or copies of the recorded instrument or instruments evidencing such change in ownership. Assignee covenants and agrees that the Assignment Agreement and this Assignment shall be referenced in any further assignment by Assignee and its successors and assigns and the covenants, obligations and agreements contained in this Assignment and in the Assignment Agreement, to the extent related to the Overriding Royalties, shall be assumed by any such future Assignees and construed as covenants running with the land and the Leases for the benefit of the Assignor and Assignee.

9. The obligations, duties, and liabilities of Assignor under this Assignment are individual or several and are not joint and several, or collective.

10. This Assignment may be executed by signing the original or a counterpart thereof. If this Assignment is executed in counterparts, all counterparts taken together shall have the same effect as if all the Parties had signed the same instrument, but no Party shall be bound to this Assignment unless and until all Parties have executed the original or a counterpart to the original.

IN WITNESS WHEREOF, this Assignment is executed by the Parties hereto on the date shown in their respective acknowledgments hereto, but made effective for all purposes as of the July 15th, 2025 (the "Effective Date").

WITNESSES:

Assignor:

INEOS Energy Petroleum Offshore USA
Inc.

Kyrtin James
Printed Name: Kyrtin James
Frank X Keogh
Printed Name: FRANK X KEOGH

By: [Signature]
Name: Heather Osecki - CEO
Title: July 15, 2025
Date: _____

WITNESSES:

Assignee:

Shell Offshore Inc.

[Signature]
Printed Name: EMIOLA OLANIYAN
Mark Poehlmann
Printed Name: Mark Poehlmann

By: [Signature]
Name: Christopher J. Gonsalves
Title: Attorney-in-Fact
Date: July 15 2025

ACKNOWLEDGEMENT

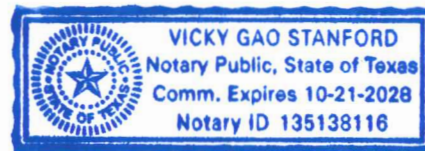
STATE OF TEXAS
COUNTY OF HARRIS

On this 15 day of July 2025, before me appeared Christopher J. Gonsalves, to me personally known who, being by me duly sworn, did say that he is Attorney-in-Fact for Shell Offshore Inc., a Delaware Corporation, and that said instrument was executed on behalf of said Corporation by authority of its Board of Directors, and the said appearer acknowledged said instrument to be the free act and deed of said Corporation.



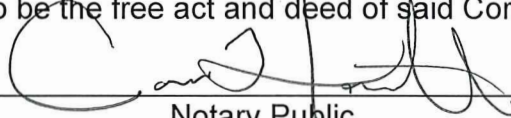
Notary Public

My Commission Expires: 10-21-2028



STATE OF TEXAS
COUNTY OF HARRIS

On this 15th day of July 2025, before me appeared Heather Osecki, to me personally known who, being by me duly sworn, did say that she is CEO for INEOS Energy Petroleum Offshore USA Inc., a Delaware Corporation, and that said instrument was executed on behalf of said Corporation by authority of its Board of Directors, and the said appearer acknowledged said instrument to be the free act and deed of said Corporation.



Notary Public

My Commission Expires: 07-20-2026

