



RECEIVED
ADJUDICATION SECTION
MAY 12 2026

Shell Offshore Inc.

150 N. Dairy Ashford Rd

Houston, TX 77079

Tel +1 832 337 0357

Email: john.munroe@shell.com

VIA EMAIL

May 12, 2026

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

Dear Adjudication Dept:

SUBJECT: NON REQUIRED FILINGS
OCS-G 37758, MISSISSIPPI CANYON BLOCK 605
5 = OVERRIDING ROYALTY, PRODUCTION PAYMENT. NET PROFIT

Enclosed please find an Assignment of Overriding Royalty Interest between **INEOS Energy Petroleum Offshore USA Inc. (Company No. 02079)** and **Shell Offshore Inc. (Company No. 00689)** to be filed in **Non-Required Filing Category 5** (OVERRIDING ROYALTY, PRODUCTION PAYMENT, NET PROFIT) for the above subject leases.

The adjudication fees for this non required filing have been paid and a copy of the payment confirmations received via Pay.gov is enclosed.

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

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 it by 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. Contemporaneously with the execution of this Assignment, Assignor and Assignee have entered into an operating agreement covering the Lease ("**Operating Agreement**"). Assignor and Assignee agree that the Overriding Royalty will not be subject to, or affected by, the terms of the Operating Agreement, including without limitation those provisions related to liens or security interests or other rights granted or created pursuant thereto, including without limitation those related to non-consent, default, forfeiture, abandonment or withdrawal. The Overriding Royalty will not merge with the record title interest retained by Assignee. This Assignment is intended by Assignor and Assignee to be a conveyance of a real right and/or of an immovable pursuant to Louisiana law. If a court of competent jurisdiction finally determines that this Assignment constitutes a "production payment" within the meaning of Title 11 of the United States Code, then Assignee shall be entitled to such rights and benefits as are afforded to a holder of a production payment under applicable law until such production payment has been fully satisfied. This Assignment does not include any ownership in and to any fixtures, structures, equipment, or other tangible property now or hereafter placed on the Lease, and Assignee, by virtue of this Assignment, shall not be responsible for any plugging and abandonment or related decommissioning obligations or liabilities associated therewith, but the foregoing will not absolve Assignee of liability for such costs attributable to any record title interest it may own. Notwithstanding the foregoing above in this paragraph, in the event the Assignor non-consents, withdraws or forfeits its interest in the Lease under the Operating Agreement, payments for the Overriding Royalty borne by Assignor will be suspended and not payable during the period of non-consent and shall cease totally in the event of any requisite withdrawal or forfeiture.

4. 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.

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 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.

6. Notwithstanding anything herein to the contrary, the Overriding Royalties shall apply to, and only apply to, oil, gas and associated liquid hydrocarbons saved and available from 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.

7. Assignee shall never be liable for or responsible in any way for the payment of (i) royalties or lessor's royalties; (ii) any costs, expenses or liabilities of exploring, drilling, equipping, testing, operating, developing, maintaining or abandoning the said Leases or any well or facility thereon, (iii) any costs, expenses or liabilities of producing, dehydrating, compressing, treating, or marketing the oil and gas to the first purchaser, all of which costs, expenses, and liabilities shall be borne and paid for by Assignor.

8. To the extent permissible under the Operating Agreement (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.

9. 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

10. 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.

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

12. 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.

13. THIS CONVEYANCE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA, EXCLUDING THE PRINCIPLES OF CONFLICT OF LAWS THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY.

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 April 23, 2026 (the "Effective Date").

Assignor:


INEOS Energy Petroleum Offshore USA Inc.



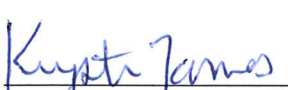
Printed Name: Heather Osecki
Title: Chief Executive Officer
Date: April 23, 2026


Assignee:


Shell Offshore Inc.


By: 
Printed Name: Christopher J. Gonzalez
Title: Attorney-in-Fact
Date: 4/27/2026

WITNESSES:


KRISTEN JAMES


Cooper McDaniel


Anthony Moore

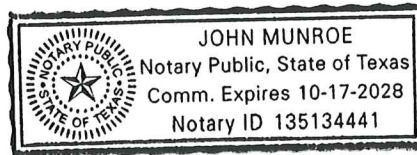

Meghan Myers

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF HARRIS

On this 25th day of April 2026, before me appeared Heather Osecki,
to me personally known who, being by me duly sworn, did say that she is Chief Executive Officer 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.

John Munroe
Notary Public
My Commission Expires: 10/17/2028



STATE OF Texas
County OF Harris

On this 27 day of April 2026, before me appeared Christopher J. Gonzalez,
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.

John Munroe
Notary Public
My Commission Expires: 10/17/2028

