



May 12, 2022

Bureau of Ocean Energy Management (BOEM)
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

RECEIVED
ADJUDICATION SECTION
MAY 12 2022

Attn: Adjudication Department

RE: **BOEM NON-REQUIRED FILING** - Category 5
Overriding Royalty, Production Payment, Net Profit

Dear Sir or Madam,

Enclosed for your further handling please find a copy of an Assignment of Overriding Royalty Interest for recording in the non-required files affecting the following block:

<u>Area</u>	<u>Block</u>	<u>OCS-G</u>
Mississippi Canyon	814	34462

LLOG Exploration Offshore, L.L.C.(02058) and Anadarko US Offshore LLC (2219) are parties to this agreement. Please file the Assignment of Overriding Royalty Interest Form under **Category 5** **Overriding Royalty, Production Payment, Net Profit.**

I have attached a copy of the Pay.Gov filing fee receipt for the filing category, Tacking ID 2703L1PK, Agency Tracking ID 76239533819 in the amount of \$29.00.

Please provided a stamped recorded copy via email at your convenience once available.

Should you need anything further, please contact me at Trupti_Patel@oxy.com or 832-636-1154.

Sincerely,

A handwritten signature in blue ink that reads "Trupti Patel".

Anadarko US Offshore LLC

Trupti Patel
GOM Deepwater Land

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, LLOG Exploration Offshore, L.L.C., hereinafter sometimes referred to as "**Assignor**," does hereby grant, bargain, assign, sell, transfer and convey, by this conveyance ("**ORRI Assignment**"), unto Anadarko US Offshore LLC, hereinafter sometimes referred to as "**Assignee**," subject to the provisions set forth herein below, an overriding royalty interest equal to a **proportionately reduced six percent (6%) of 8/8ths** (being equal to 50% of 6% of 8/8ths) on all the oil, gas, casinghead gas, condensate, distillate, gaseous substances and all other hydrocarbons ("**Production**") produced, saved, removed or sold from, or attributable to the following described federal Outer Continental Shelf Oil and Gas Lease (the "**Lease**"):

Area	Block	OCS-G	Effective Date	Expected Expiration Date
Mississippi Canyon	814	34462	11/1/2012	10/31/2022

Such overriding royalty interest hereinafter shall be referred to as the "**Overriding Royalty**".

TO HAVE AND TO HOLD the Overriding Royalty conveyed herein unto Assignee, its successors and assigns, is subject to all terms, covenants and conditions contained in that certain Assignment of Record Title Agreement effective March 1, 2022, by and between Assignor and Assignee (the "**Assignment Agreement**"). This ORRI 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 Royalty 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 Lease. 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 ORRI Assignment, the provisions of the Assignment Agreement shall control. This ORRI Assignment is also subject to the following terms and provisions, to wit:

1. The value of Production which is produced, saved and sold from the lands covered by the Lease and as to which payments to Assignee are made hereunder 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 Lease). 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 Lease 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 Lease.

2. Assignee agrees that Assignor shall be allowed to recover, out of the Overriding Royalty 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 Royalty.

3. The ORRI Assignment and conveyance of the Overriding Royalty shall never be deemed as imposing any obligation upon Assignor, or their respective successors or assigns, to conduct any drilling operations whatsoever upon the Lease, or to maintain any such operations once begun, or to continue production of oil or gas after once established, nor to protect the Lease from drainage, nor to maintain the Lease in effect by payment of delay rentals except as required by the Assignment Agreement, minimum royalties, drilling operations or otherwise, but all operations, if any, on the Lease and the extent and duration thereof, as well as the preservation of the Lease by rental payments or otherwise as required by the Assignment Agreement, shall be solely at the will of Assignor and the Overriding Royalty hereby conveyed shall be paid only if and when there is any production of oil or gas from the Lease 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 Lease 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 Lease, or any portion(s) thereof, and the leasehold estate and overriding royalty ownership therein, including the Overriding Royalty 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 Lease to facilitate the orderly development of the Lease 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 Royalty conveyed hereby, there shall be allocated to the said Overriding Royalty 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 Lease under the unit agreement covering the Lease. 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 Royalty hereinabove specified as is allocated to the Lease to which the Overriding Royalty 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 Lease 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 Royalty shall apply to, and only apply to Production produced, saved, removed and sold from (and/or attributable to) the Lease 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 Lease 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 and 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 Royalty's ownership or production shall be paid by Assignee.

6. 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 Lease. Assignee shall be provided copies, upon written request to the designated operator of the Lease, 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 Lease or any platform / infrastructure that may be conducted by non-operators. Furthermore, Assignee expressly reserves the right and Assignor expressly grants to Assignee the right to audit the calculation and payment of the Overriding Royalty from the effective date of this ORRI Assignment, and once every two (2) years 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 all other data necessary for Assignee to audit the calculation and payment of the Overriding Royalty. Such audit shall take place at Assignor's office or at such other place as may be mutually agreed upon by the Parties.

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 ORRI 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 Royalty 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 ORRI Assignment shall be referenced in any further assignment of the Overriding Royalty by Assignee and its successors and assigns and the covenants, obligations and agreements contained in this ORRI Assignment and in the Assignment Agreement, to the extent related to the Overriding Royalty, shall be assumed by any such future Assignees and construed as covenants running with the land and the Lease for the benefit of the Assignor and Assignee.

9. This ORRI Assignment may be executed by signing the original or a counterpart thereof. If this ORRI 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 ORRI Assignment unless and until all Parties have executed the original or a counterpart to the original.

IN WITNESS WHEREOF, this ORRI 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 1st day of March, 2022 (the "Effective Date").

WITNESSES:

Assignor:

LLOG Exploration Offshore, L.L.C.

April O. Pertuit
Printed Name: April O. Pertuit
Rachael L. Francioni

By: Philip S. LeJeune
Name: Philip S. LeJeune
Title: President and Chief Executive Officer
Date: 4-20-2022

Printed Name: Rachael L. Francioni

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

On this 20th 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.

Judy Reimel
Notary Public

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

My Commission Expires at death

WITNESSES

Vera Wells
Printed Name: Vera Wells
Aaron Russell
Printed Name: Aaron Russell

Assignee:

Anadarko US Offshore LLC

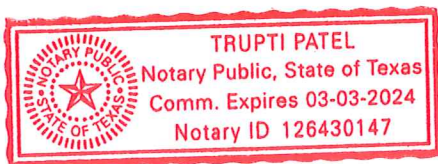
By: [Signature]
Name: Andrew R. Poole
Title: Attorney-in-Fact
Date: 4-21-22

ACKNOWLEDGEMENT

STATE OF TEXAS

HARRIS COUNTY

On this 21st day of April, 2022, before me appeared **Andrew R. Poole**, to me personally known who, being by me duly sworn, did say that he is **Attorney-in-Fact** for **Anadarko US Offshore LLC**, a Delaware 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.



[Signature]
Notary Public
Notary Name: Trupti Patel
My Commission Expires on: 3-3-24