

January 18, 2024

Bureau of Ocean Energy Management  
GOMR Office of Leasing and Plans, Adjudication Section  
1201 Elmwood Park Blvd.  
New Orleans, LA 70123

Re: Isabel Petroleum LLC GOM#3558 Assignment of Overriding Royalty Interest in Vermilion Block 179; OCS-G 37438 for Recordation

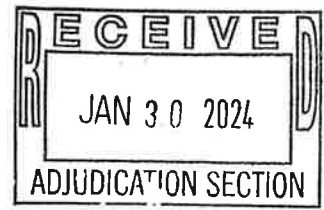
Dear Sirs:

To be filed and stamped RECEIVED under **Category #5 – Overriding Royalty**, please see attached Assignment of Overriding Royalty conveyed unto Millennium Minerals Corp. Our email address to send a date stamped copy is [isabelpetroleum@gmail.com](mailto:isabelpetroleum@gmail.com) Please call me if there are any issues or questions – direct number 504-339-6909.

With kind regards,

A handwritten signature in black ink that reads "Robert F. Smith". The signature is written in a cursive style.

Robert F. Smith  
Managing member



## ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, **Isabel Petroleum LLC**, whose address is 604 Lake Avenue Suite 200, Metairie, LA 70005, (hereinafter referred to as "**Assignor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, does hereby CONVEY, TRANSFER, ASSIGN AND SET OVER unto the following party ("**Assignee**") the overriding royalty interest set out opposite their respective names as specified on Exhibit "A" attached hereto and made a part hereof, subject to an applicable pooling, unitization or similar agreement, statute or order, affecting the federal offshore leases more particularly described on said Exhibit "A" (said federal offshore lease is referred to individually as the "**Lease**") to wit:

Millennium Minerals Corp.  
88 Cadena Way  
Fredericksburg, TX 70624

TO HAVE AND TO HOLD the overriding royalty interests herein transferred and assigned (hereinafter "**Override**") unto Assignee, their successors and assigns, forever, subject to the following terms and conditions:

The Override shall be calculated and paid in the same manner and subject to the same terms and conditions as the lessor's royalty under the Lease. The Override shall be free and clear of all drilling and operating expenses; however, the Override shall bear their proportionate share of (1) all severance, excise, production or other similar taxes measured by the amount of, or value of, the production attributable to such interest, (2) oil and gas used as fuel in conducting operations on the Lease, or lands pooled therewith, (3) oil and gas used in treating production to make it merchantable, and (4) any transportation costs, if the lessor has allowed transportation costs to be deducted with regard to the lessor's royalty. Any such transportation deduction shall be calculated on the same basis as with regard to the lessor's royalty.

The Override shall be subject to proportionate reduction on account of unitization or pooling. The Override may be pooled, unitized, or communitized without the necessity for the consent or joinder of the holder or owner of the Override. Assignor shall have the right to surrender, or permit to expire, the Lease without the necessity or joinder of the holder or owner of the Override and Assignor shall not be in any manner obligated to maintain, preserve or continue in effect the Lease in any manner whatsoever, or to drill or rework any well or wells thereon or conduct any operation whatsoever thereunder.

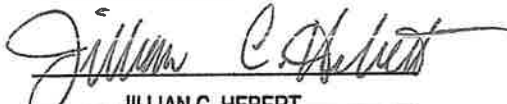
Subject to the matters set forth herein, Assignor, to the extent of the interest conveyed hereunder, hereby agrees to warrant and forever defend title to the Override against the claims and demands of


every person whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

This Assignment shall inure to the benefit of and be binding upon the successors, representatives and assigns of the parties hereto. Regardless of actual or constructive notice on the part of Assignor, no change in the ownership of the Override, or change in the capacity or status of the Assignee, however resulting, shall impose any additional burden on Assignor, nor shall any change in ownership or in the status or capacity of the Assignee impair the effectiveness of payments made to the Assignee, unless Assignor shall have been furnished, sixty (60) days before such payment is made, with a certified copy of the recorded instrument or judgment evidencing such transfer ownership or change in capacity. The furnishing of such evidence shall not affect the validity of payments theretofore made by Assignor.

**IN WITNESS WHEREOF**, this Assignment is executed by the undersigned party or parties hereto, as of the date set forth below, but effective as of the Effective Date specified on Exhibit "A" for each of the assigned Override.

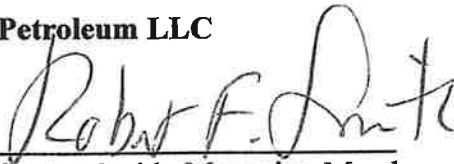
**WITNESSES:**

  
\_\_\_\_\_  
JILLIAN C. HEBERT  
Printed Name:

  
\_\_\_\_\_  
Robert F. Smith  
Printed Name:

**ASSIGNOR:**

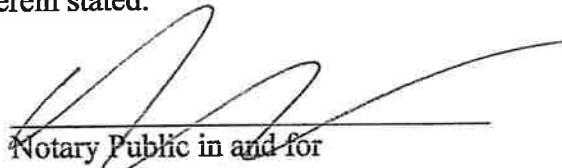
**Isabel Petroleum LLC**

By:   
\_\_\_\_\_  
Robert F. Smith, Managing Member

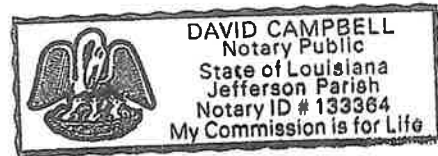
**ACKNOWLEDGMENT**

STATE OF LOUISIANA ' :  
PARISH OF ORLEANS ' :

**BEFORE ME**, the undersigned authority, on this 27 day of September, 2023, personally appeared Robert F. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed this same for the purposes and consideration therein expressed, and in the capacity therein stated.

  
\_\_\_\_\_  
Notary Public in and for  
the State of Louisiana  
La. Bar No. 133364

My commission is for life.



**Exhibit "A"**  
**to that certain**  
**Assignment of Overriding Royalty Interest**

1. Oil and Gas Lease bearing serial number OCS-G 37438, granted by the United States of America, as Lessor, in favor of Isabel Petroleum LLC, as Lessee, dated effective as of June 1, 2023, containing approximately 5,000 acres, described as follows: All of Block 179, Vermilion Area, OCS Leasing Map, Louisiana Map No. 3.

Effective Date:

June 1, 2023

Millennium Minerals Corp.  
88 Cadena Way  
Fredericksburg, TX 78624

1.0% of 6/6 ORR