



RECEIVED
ADJUDICATION SECTION
APR 10 2025

Shell Offshore Inc.

150 N. Dairy Ashford Rd

Houston, TX 77079

Tel +1 832 337 0357

Email: john.munroe@shell.com

VIA EMAIL

April 9, 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
PROSPECT GETTYSBURG**

**DE SOTO CANYON BLOCK 398, FEDERAL OIL & GAS LEASES OCS-G 36283
DE SOTO CANYON BLOCK 399, FEDERAL OIL & GAS LEASES OCS-G 37782
5 = OVERRIDING ROYALTY, PRODUCTION PAYMENT. NET PROFIT**

Enclosed please find a Term Conveyance of Overriding Royalty Interest between **Shell Offshore Inc. (Company No. 00689)** as Assignor and **Kosmos Energy Gulf of Mexico Operations, LLC (Company No. 03362)** as Assignee to be filed in **Non-Required Filing Category 5 (OVERRIDING ROYALTY, PRODUCTION PAYMENT. NET PROFIT)** for the above subject leases.

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

TERM CONVEYANCE OF OVERRIDING ROYALTY INTEREST

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

This Conveyance of Overriding Royalty Interest (“**Conveyance**”), effective as of January 28, 2025 (“**Execution Date**”), is by Shell Offshore Inc. (“**SOI**”) (“**Assignor**”), and Kosmos Energy Gulf of Mexico Operations LLC (“**Kosmos**”), a Delaware limited liability company, with offices at 15011 Katy Freeway, Suite 700, Houston, Texas 77094 (“**Assignee**”). Assignor and Assignee are sometimes individually referred to as a “**Party**” and collectively referred to herein as the “**Parties**”.

RECITALS

- A. WHEREAS, as part of a transaction in which the Assignee and Assignor entered into a Joint Operating Agreement covering the Lease (defined below), the Assignor and Assignee also entered into a Decommissioning Security Agreement (the “**DSA**”).
- B. WHEREAS, as part of the DSA, the term overriding royalty interest contemplated by this Conveyance will become payable from time to time.
- C. WHEREAS, Assignor desires to convey to Assignee, and Assignee desires to receive, the overriding royalty interest more particularly described herein.

1. DEFINITIONS

UNLESS OTHERWISE DEFINED HEREIN, ALL CAPITALIZED TERMS SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE DSA.

“**Commencement Date**” means each date when there is a default of Assignor’s obligations under Section 11 of the DSA resulting in a Shortfall Amount, that has not been cured within the cure period provided in Section 11.2.

“**Delivery Point**” means, for oil, the inlet flange of the Lease Automatic Custody Transfer (LACT) meter for the crude export pipeline located on the applicable production facility for the Lease.

“**Lease**” means federal OCS oil and gas lease OCS-G 36283, covering all of De Soto Canyon Block 398, located in the deepwater Gulf of Mexico and federal OCS oil and gas lease OCS-G 37782, covering De Soto Canyon Block 399, located in the deepwater Gulf of Mexico.

“**Shortfall Amount**” means the amount, in US Dollars, by which the Security Call exceeds the aggregate of all Security provided to the Assignee which is valid, enforceable and satisfies the requirements for such security in accordance with the DSA.

"Suspension Date" means each date following any Commencement Date when either (i) the aggregate payments actually received by Assignee equals the Shortfall Amount, or (ii) the Termination Date, whichever is earlier.

"Termination Date" means the earlier of (i) the termination date of the DSA, (ii) the date under the DSA that Assignor is no longer required to provide security of any type or amount to Assignee, or (iii) the date the ORRI is otherwise terminated by the Parties.

2. CONVEYANCE

- 2.1 For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, SETS OVER AND DELIVERS unto Assignee, effective as of the Execution Date, an overriding royalty interest in and to each of the Leases equal to ten percent (10%) of Assignor's right, title and interest in and to all oil produced from, and only from Assignor's interest in the Leases as of the Execution Date, free and clear of all liens, charges, and encumbrances ("**ORRI**").
- 2.2 Such ORRI shall be payable beginning on each Commencement Date until each Suspension Date (the "**Term**").
- 2.3 TO HAVE AND TO HOLD the ORRI unto Assignee, its successors and assigns for the Term(s), subject to the following terms, provisions and conditions:

Assignor shall warrant and defend the title to the ORRI unto Assignee against all claims arising by, through and under said Assignor, but not otherwise, and is accepted without any other 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 may have against any and all preceding owners or vendors of the Leases (other than Affiliates of Assignor). The Conveyance is also subject to the following terms and provisions, to wit:

- (1) The ORRI shall be based on the value of oil, gas and liquid hydrocarbons which are produced, saved and sold from the Lease and, as to which, payments to Assignee made hereunder shall be on the same basis as that upon which the payment of royalties by Assignor to the lessor is based, so the applicable ORRI shall be computed and paid at the same time and in the same manner as the lessor royalty is computed and paid under the 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). Assignor may deduct any transportation costs, marketing and processing costs, and other costs or charges incurred in making oil, gas, or liquid hydrocarbons ready or available for market at the point of sale, provided that such costs are deductible from the lessor's royalty under the terms of the Lease or regulations applicable thereto.
- (2) Assignor reserves the right, in its sole judgment, to pool, unitize, or combine the applicable Leases and ORRI with any other interests through one or more voluntary units, or into units established by governmental authorities having jurisdiction. For purposes of determining production allocable to the ORRI conveyed, there shall be allocated to the ORRI included in a pool or unit the portion of the oil, gas and other minerals produced from the pool or unit that is pro-rata to the production from the pool or unit that is allocated to the Lease under the pooling

or 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 ORRI hereinabove specified as is allocated to the Lease to which the ORRI applies.

- (3) For the avoidance of doubt, in the event the Lease is included in a federal oil and gas unit approved by the Bureau of Ocean Energy Management and/or Bureau of Safety and Environmental Enforcement (or any successor agencies) to include additional acreage outside of the Lease, or should a subsequent joint participation area or similar third party production sharing arrangement be created that includes all or an allocated portion of the Lease in conjunction with other adjacent acreage, then the ORRI shall apply to such joint participation area or production sharing arrangement insofar as the Lease's proportionate interest in such unit, area or arrangement.
- (4) This Conveyance shall inure to the benefit of and be binding upon the Parties and their respective successors, legal representatives, and assigns. Each reference herein to "Assignor" shall, when appropriate, include the successors, assigns, and legal representatives of Assignor as the owners of said Lease or any interest therein and, likewise, each reference herein to "Assignee" shall, when appropriate, include the successors, assigns, and legal representatives of Assignee as the owners of the ORRI.
- (5) The ORRI shall apply to every extension, renewal or modification of the Lease, or any portion thereof, taken by Assignor or its successors, assigns, agents or employees, and to any new lease taken by Assignor on the lands, or any portion of the lands, covered by the Lease within one year of the expiration, termination or surrender of any Lease.
- (6) 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.
- (7) This Conveyance is intended by Assignor and Assignee to be a conveyance of a real right and/or of an immovable pursuant to Louisiana law. In addition, this Conveyance constitutes a "production payment" as defined in Title 11 of the United States Code, as amended. This Conveyance 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 shall not be responsible for any plugging and abandonment or related decommissioning obligations or liabilities associated therewith.
- (8) Assignee, at any time after the first Commencement Date and upon notice in writing to Assignor, shall have the right to audit relevant portions of Assignor's accounts and records relating to the assigned ORRI volume, pricing, and deductions under the terms of this Conveyance within the twenty-four (24) month period following the end of any calendar year in which the ORRI was payable in accordance with the terms of this Conveyance. Assignee shall make every reasonable effort to conduct the audit in a manner which will result in a minimum of inconvenience to Assignor. Assignor shall bear no portion of the audit cost

incurred unless specifically agreed to prior to the audit. Audits conducted by the Assignee shall not be conducted more than once each calendar year without the prior approval of Assignor.

- (9) During any period in which the ORRI is payable, Assignor shall provide to Assignee monthly marketing and production reports, and such other information reasonably requested by Assignee unless such information is reasonably ascertainable by Assignee.
- (10) Any controversy or claim, whether based on contract, tort, statute or other legal or equitable theory (including but not limited to any claim of fraud, misrepresentation or fraudulent inducement or any question of validity or effect of this Conveyance including this clause) arising out of or related to this Conveyance (including any amendments or extensions), or the breach or termination thereof (a "Dispute") shall be settled in accordance with the provisions of Section 16 of the DSA.
- (11) On the Termination Date, the ORRI shall automatically terminate and extinguish without the need of Assignee to formally reassign or release such ORRI; provided that, upon request by Assignor, Assignee shall provide a reassignment or release of the ORRI in a form reasonably acceptable to Assignor.
- (12) Any notice provided or permitted to be given under this Conveyance shall be in writing and sent by personal delivery or courier. Notice served shall be deemed to have been given when delivered and receipted for. For purposes of notice, the addresses of the Parties shall be as follows:

Shell Offshore Inc.
ATTN:
Tyler Bond
tyler.bond@shell.com
Shell Offshore Inc.
701 Poydras Street
New Orleans, LA 70139

Kosmos Energy Gulf of Mexico Operations LLC ("Kosmos")
ATTN:
Tom Young
tyoung@kosmosenergy.com
Kosmos Energy Gulf of Mexico Operations LLC
15011 Katy Freeway, Suite 700
Houston, TX 77094

or at such other address and number as either Party shall have previously designated by written notice given to the other Party in the manner hereinabove set forth.

- (13) Notwithstanding anything to the contrary set forth in this Conveyance or in the DSA, although the Commencement Date has not occurred, the Parties agree to make this Conveyance effective as of the Execution Date, but with no ORRI

payments accruing or payable until a Commencement Date occurs, which the Parties recognize to be an event that may never occur. If, however, a Commencement Date occurs, the ORRI payments provided for in this Conveyance shall thereafter accrue and be made from the proceeds of production provided for herein.

- (14) Nothing in this Conveyance, express or implied, is intended to confer upon anyone, other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Conveyance or to constitute any Person a third-party beneficiary of this Conveyance.
- (15) The Conveyance may be executed in counterparts. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument. No individual counterpart shall be binding until both Parties have executed a counterpart original.

3. **ESCROW ACCOUNT**

- 3.1 On the Commencement Date the Parties shall execute an escrow agreement substantially similar to the form attached hereto as Exhibit "A" ("**Escrow Agreement**"), which shall establish an interest-bearing escrow account on behalf of and for the benefit of Assignee with the escrow department of a national financial institution ("**Escrow Account**"). Assignor shall deposit directly into the Escrow Account any and all amounts to be paid pursuant to this Conveyance, which amounts shall serve as Security (and may be used for all such purposes as provided under the DSA), including in calculating the Security Call.
- 3.2 On or after thirty (30) days following the Termination Date, all remaining amounts contained in the Escrow Account (including accrued interest) (i.e. never triggered as Security or owed as Decommissioning Costs pursuant to the DSA/OA) shall be disbursed to the Assignor.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Conveyance is executed by Assignor and Assignee on the dates set forth in their respective acknowledgments hereto but shall be effective as of the Execution Date.

IMPORTANT NOTICE: THIS CONVEYANCE CONTAINS PROVISIONS REGARDING INDEMNITIES AND WARRANTIES THAT EXPRESS THE CONVEYANCE BETWEEN THE PARTIES CONCERNING CLAIMS ARISING OUT OF THIS CONVEYANCE.

The Parties have executed this Conveyance as evidenced by the following signatures of authorized representatives of the Parties:

ASSIGNOR:
Christopher J. Gonsalves

ASSIGNEE:
Tom Young

Signature: 

Signature: 

Name: Shell Offshore Inc.

Name: Kosmos Energy Gulf of Mexico Operations LLC

Title: Attorney-in-Fact

Title: Vice President and Assistant Secretary

WITNESSES:
Signature: 
Name: Brian Murdock

WITNESSES:
Signature: 
Name: Vicky Gao Stanford

Signature Page to DSA ORRI

ACKNOWLEDGMENTS

STATE OF LOUISIANA

PARISH OF ORLEANS

Be it known, that on this 28th day of the month of January, 2025, before me, the undersigned authority, personally came and appeared Christopher J. Gonsalves, Attorney-in-Fact for Shell Offshore Inc., to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as the free act and deed of said corporation and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appearer has signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses on the day and date first above written.


Notary Public in and for the State of Louisiana


DANA ERIN DUPRE
Notary Public
Bar # 31143
Orleans Parish, State of Louisiana
My Commission Is For Life

STATE OF LOUISIANA

PARISH OF ORLEANS

Be it known, that on this 28th day of the month of January, 2025, before me, the undersigned authority, personally came and appeared, Tom Young, Vice President and Assistant Secretary for Kosmos Energy Gulf of Mexico Operations, LLC, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as the free act and deed of said company and for the uses and purposes therein set forth and apparent.

In witness whereof, the said appearer has signed these presents and I have hereunto affixed my hand and seal, together with the said witnesses on the day and date first above written.


Notary Public in and for the State of Louisiana

DANA ERIN DUPRE
Notary Public
Bar # 31143
Orleans Parish, State of Louisiana
My Commission Is For Life

EXHIBIT "A" TO THE TERM CONVEYANCE OF OVERRIDING ROYALTY INTEREST

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

among

[IDENTIFY PARTIES]

and

CITIBANK, N.A., as Escrow Agent

Dated as of [●], 20[●]

ESCROW AGREEMENT (this "Agreement"), dated as of [●], 20[●], by and among [●], (the "Securing Party"), [●] (the "Secured Party"), and Citibank, N.A., a national banking association organized and existing under the laws of the United States of America ("Citibank") and acting through its Agency and Trust Division and solely in its capacity as escrow agent under this Agreement, and any successors appointed pursuant to the terms hereof (Citibank in such capacity, the "Escrow Agent"). [Securing Party] and [Secured Party] are sometimes collectively referred to herein as the "Interested Parties".

WHEREAS, pursuant to the [identify the Underlying Agreement], dated as of [●], 20[●] (the "[AGREEMENT TITLE]"), by and among [name the parties], the Interested Parties thereto have agreed to establish an escrow arrangement for the purposes set forth therein; and [Please use this section to include the relevant recitals relating to the reasons the escrow account is being established].

WHEREAS, the Interested Parties wish to appoint Citibank as Escrow Agent and Citibank is willing to accept such appointment and to act as Escrow Agent, in each case upon the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Establishment of Escrow Account; Investment of Funds.

(a) [From time to time [insert party] shall deposit with the Escrow Agent certain monies related to the [AGREEMENT TITLE], (the "Escrow Deposit", and together with any interest shall be collectively referred to herein as the "Escrow Property"). The Escrow Deposit shall be deposited in an interest-bearing account insured by the Federal Deposit Insurance Corporation to the applicable limits (the "Escrow Account"). The Interested Parties acknowledge that the initial interest rate is subject to change from time to time and shall be reflected in the monthly statement provided to the Interested Parties.

2. Claims and Payment; Release from Escrow. The Interested Parties shall act in accordance with, and the Escrow Agent shall hold and release the Escrow Property as provided in this Section 2 as follows:

(a) Upon receipt of joint written instructions executed by an Authorized Person (as defined below) of each Interested Party (a "Joint Release Instruction") directing the Escrow Agent to disburse all or a portion of the Escrow Property, the Escrow Agent shall promptly, but in any event within two (2) Business Days after receipt of a Joint Release Instruction, disburse all or part of the Escrow Property in accordance with such Joint Release Instruction. For purposes of this Agreement, "Business Day" shall mean any day that the Escrow Agent is open for business.

(b) Upon receipt by the Escrow Agent of a copy of a court order, together with (i) a certificate of the prevailing Interested Party to the effect that such order is final and non-appealable and from a court of competent jurisdiction having proper authority and (ii) written payment instructions of the prevailing Interested Party to effectuate such order (a "Final Determination"), the Escrow Agent shall on the fifth (5th) Business Day following receipt of such Final Determination, disburse as directed, part or all, as the case may be, of the Escrow Property (but only to the extent funds are available in the Escrow Account) in accordance with such Final Determination. The Escrow Agent shall be entitled to act on such Final Determination without further inquiry.

[Instruction: If the specific mechanics by which funds are to be released from escrow are different from what is provided in Section 2, then the Interested Parties should include such mechanics in this section (including claims procedures, if applicable). It should set forth exactly what the Escrow Agent must receive (or the specific time period that must pass, as the case may be) in order for the Escrow Agent to release the Escrow Property.]

3. Tax Matters.

(a) The Interested Parties agree any earnings or proceeds received on or distributions of earnings or proceeds from the Escrow Property during a calendar year period shall be treated as the income of the Securing Party and shall be reported on an annual basis on United States Internal Revenue Service ("IRS") Form [1099-INT][1099-DIV][1042-S] to the Securing Party, as required pursuant to the Internal Revenue Code of 1986, as amended (the "Code") and the regulations thereunder. [Principal payments disbursed from the Escrow Property shall be reported on IRS [Form 1099B][Form 1099-MISC, Box [●]] to each payee hereunder.][Principal payments are not reportable to any payee hereunder.][Interested Parties to specify other principal treatment, if applicable.] The Interested Parties and the Escrow Agent agree that the Escrow Agent will not be responsible for providing tax reporting and withholding for payments that are for compensation for services performed by an employee or independent contractor.

(b) If IRS imputed interest requirements apply, the Interested Parties are solely responsible to inform the Escrow Agent, provide the Escrow Agent with all imputed interest calculations, and direct the Escrow Agent to disburse imputed interest amounts. The Escrow Agent shall rely solely on such provided calculations and information and shall have no responsibility for the accuracy or completeness of any such calculations or information or for the failure of the Interested Parties to provide such calculations or information.

(c) The Interested Parties shall upon the execution of this Agreement provide the Escrow Agent with a duly completed and properly executed IRS Form W-9 or applicable IRS Form W-8, in the case of a non-U.S. person, for each payee, together with any other documentation and information requested by the Escrow Agent in connection with the Escrow Agent's tax reporting obligations under the Code and the regulations thereunder. With respect to the Escrow Agent's tax reporting obligations under the Code, the Foreign Account Tax Compliance Act and the Foreign Investment in Real Property Tax Act and any other applicable law or regulation, the Interested Parties understand that, in the event valid U.S. tax forms or other required supporting documentation are not provided to the Escrow Agent, the Escrow Agent may be required to withhold tax from the Escrow Property and report account information on any earnings, proceeds or distributions from the Escrow Property.

(d) Should the Escrow Agent become liable for the payment of taxes, including withholding taxes relating to any funds, including interest and penalties thereon, held by it pursuant to this Agreement or any payment made hereunder, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. The Interested Parties agree, jointly and severally, to indemnify and hold the Escrow Agent harmless pursuant to Section 5(c) hereof from any liability or obligation on account of taxes, assessments, interest, penalties, expenses and other governmental charges that may be assessed or asserted against the Escrow Agent.

(e) The Escrow Agent's rights under this Section 3 shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent.

4. Concerning the Escrow Agent.

(a) Escrow Agent Duties. Each Interested Party acknowledges and agrees that (i) the duties, responsibilities and obligations of the Escrow Agent shall be limited to those expressly set forth in this Agreement, each of which is administrative or ministerial (and shall not be construed to be fiduciary) in nature, and no duties, responsibilities or obligations shall be inferred or implied, (ii) the Escrow Agent shall not be responsible for any of the agreements referred to or described herein (including without limitation the [identify Underlying Agreement] and any defined term therein not otherwise defined in this Agreement), or for determining or compelling compliance therewith, and shall not otherwise be bound thereby, and (iii) the Escrow Agent shall not be required to expend or risk any of its own funds to satisfy payments from the Escrow Property hereunder.

(b) **Liability of Escrow Agent.** The Escrow Agent shall not be liable for any damage, loss or injury resulting from any action taken or omitted in the absence of gross negligence or willful misconduct (as finally adjudicated by a court of competent jurisdiction). In no event shall the Escrow Agent be liable for indirect, incidental, consequential, punitive or special losses or damages (including but not limited to lost profits), regardless of the form of action and whether or not any such losses or damages were foreseeable or contemplated. The Escrow Agent shall be entitled to rely upon any instruction, notice, request or other instrument delivered to it without being required to determine the authenticity or validity thereof, or the truth or accuracy of any information stated therein. The Escrow Agent may act in reliance upon any signature believed by it to be genuine (including any signature affixed by DocuSign) and may assume that any person purporting to make any statement, execute any document, or send any instruction in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent may consult with counsel satisfactory to it, and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith and in accordance with the opinion and advice of such counsel. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians and/or nominees. The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, without limitation, any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility).

(c) **Reliance on Orders.** The Escrow Agent is authorized to comply with final orders issued or process entered by any court with respect to the Escrow Property, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Property is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized to rely upon and comply with any such order, writ, judgment or decree which it is advised is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the Interested Parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

5. **Compensation, Expense Reimbursement and Indemnification.**

(a) **Compensation.** Each of the Interested Parties covenants and agrees, jointly and severally, to pay the Escrow Agent's compensation specified in Schedule A. Each of the Interested Parties covenants and agrees, jointly and severally, to pay to the Escrow Agent all out-of-pocket expenses incurred by the Escrow Agent in the performance of its role under this Agreement (including, but not limited to, any attorney's fees incurred in connection with the preparation and negotiation of this Agreement, which shall be due and payable upon the execution of this Agreement).

(b) **Security and Offset.** The Interested Parties hereby grant to the Escrow Agent a first lien upon, and right of offset against, the Escrow Property with respect to any fees or expenses due to the Escrow Agent hereunder (including any claim for indemnification hereunder). In the event that any fees or expenses, or any other obligations owed to the Escrow Agent (or its counsel) are not paid to the Escrow Agent within 30 calendar days following the presentment of an invoice for the payment of such fees and expenses or the demand for such payment, then the Escrow Agent may, without further action or notice, pay such fees and expenses from the Escrow Property and may sell, convey or otherwise dispose of any Escrow Property for such purpose. The Escrow Agent may in its sole discretion withhold from any distribution of the Escrow Property an amount of such distribution it reasonably believes would, upon sale or liquidation, produce proceeds equal to any unpaid amounts to which the Escrow Agent is entitled to hereunder.

(c) Indemnification. Each of the Interested Parties covenants and agrees, jointly and severally, to indemnify the Escrow Agent and its employees, officers, directors, affiliates, and agents (each, an "Indemnified Party") for, hold each Indemnified Party harmless from, and defend each Indemnified Party against, any and all claims, losses, actions, liabilities, costs, damages and expenses of any nature incurred by any Indemnified Party, arising out of or in connection with this Agreement or with the administration of its duties hereunder, including but not limited to attorney's fees, costs and expenses, except to the extent such loss, liability, damage, cost or expense shall have been finally adjudicated by a court of competent jurisdiction to have resulted solely from the Indemnified Party's own gross negligence or willful misconduct. The foregoing indemnification and agreement to hold harmless shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

6. Dispute Resolution. In the event of any disagreement among any of the Interested Parties to this Agreement, or between any of them and any other person, resulting in adverse claims or demands being made with respect to the subject matter of this Agreement, or in the event that the Escrow Agent, in good faith, is in doubt as to any action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands and refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not be liable in any way or to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue to so refuse to act and refrain from acting until the Escrow Agent shall have received (i) a Final Determination or (ii) a Joint Release Instruction, in which case the Escrow Agent shall be authorized to disburse the Escrow Property in accordance with such Final Determination or Joint Release Instruction. The Escrow Agent shall have the option, after 30 calendar days' notice to the Interested Parties of its intention to do so, to petition (by means of filing an action in interpleader or any other appropriate method) any court of competent jurisdiction, for instructions with respect to any dispute or uncertainty, and to the extent required or permitted by law, pay into such court the Escrow Property for holding and disposition in accordance with the instructions of such court. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid by, and be the joint and several obligation of, the Interested Parties.

7. Entire Agreement; Exclusive Benefit. This Agreement constitutes the entire agreement between the parties and sets forth in its entirety the obligations and duties of the Escrow Agent with respect to the Escrow Property. This Agreement is for the exclusive benefit of the parties to this Agreement and their respective permitted successors, and shall not be deemed to give, either expressly or implicitly, any legal or equitable right, remedy, or claim to any other entity or person whatsoever. No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties.

8. Resignation and Removal.

(a) The Interested Parties may remove the Escrow Agent at any time by giving to the Escrow Agent thirty (30) calendar days' prior written notice of removal signed by an Authorized Person of each of the Interested Parties. The Escrow Agent may resign at any time by giving to each of the Interested Parties thirty (30) calendar days' prior written notice of resignation.

(b) Within thirty (30) calendar days after giving the foregoing notice of removal to the Escrow Agent or within thirty (30) calendar days after receiving the foregoing notice of resignation from the Escrow Agent, the Interested Parties shall appoint a successor escrow agent and give notice of such successor escrow agent to the Escrow Agent. If a successor escrow agent has not accepted such appointment by the end of such 30-day period, the Escrow Agent may either (A) safe keep the Escrow Property until a successor escrow agent is appointed, without any obligation to invest the same or continue to perform under this Agreement, or (B) apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief.

(c) Upon receipt of notice of the identity of the successor escrow agent, the Escrow Agent shall either deliver the Escrow Property then held hereunder to the successor escrow agent, less the Escrow Agent's fees, costs

and expenses, or hold such Escrow Property (or any portion thereof) pending distribution, until all such fees, costs and expenses are paid to it. Upon delivery of the Escrow Property to the successor escrow agent, the Escrow Agent shall have no further duties, responsibilities or obligations hereunder.

9. Governing Law; Jurisdiction; Waivers. This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan, City, County and State of New York, for any proceedings commenced regarding this Agreement. The parties irrevocably submit to the jurisdiction of such courts for the determination of all issues in such proceedings and irrevocably waive any objection to venue or inconvenient forum for any proceeding brought in any such court. The parties irrevocably and unconditionally waive any right to trial by jury with respect to any proceeding relating to this Agreement.

10. Representations and Warranties.

(a) Each of the Interested Parties represents and warrants that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights and subject to general equity principles.

(b) None of the Interested Parties or any of their parents or subsidiaries, or any of their respective directors, officers, or employees, or to the knowledge of any Interested Party, the affiliates of the Interested Parties or any of their subsidiaries, will, directly or indirectly, use any part of any proceeds or lend, contribute, or otherwise make available such Escrow Property in any manner that would result in a violation by any person of economic, trade, or financial sanctions, requirements, or embargoes imposed, administered, or enforced from time to time by the United States (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State), the United Kingdom (including, without limitation, Her Majesty's Treasury), the European Union and any EU member state, the United Nations Security Council, and any other relevant sanctions authority.

11. Notices; Instructions.

(a) Any notice or instruction hereunder shall be in writing in English, and may be sent by (i) secure file transfer or (ii) electronic mail with a scanned attachment thereto of an executed notice or instruction, and shall be effective upon actual receipt by the Escrow Agent in accordance with the terms hereof. Any notice or instruction must be executed (which execution may be manual or affixed by DocuSign) by an authorized person of an Interested Party (the person(s) so designated from time to time, the "Authorized Persons"). Each of the applicable persons designated on Schedule B and Schedule C attached hereto have been duly appointed to act as Authorized Persons hereunder and individually have full power and authority to execute any notices or instructions, to amend, modify or waive any provisions of this Agreement, and to take any and all other actions permitted under this Agreement, all without further consent or direction from, or notice to, it or any other party. Any notice or instruction must be originated from a corporate domain. Any change in designation of Authorized Persons shall be provided by written notice, signed by an Authorized Person, and actually received and acknowledged by the Escrow Agent. Any communication from the Escrow Agent that the Escrow Agent deems to contain confidential, proprietary, and/or sensitive information shall be encrypted in accordance with the Escrow Agent's internal procedures. The Interested Parties agree that the above security procedures are commercially reasonable.

If to the Securing Party:

Attention: [●]

Telephone: [●]

E-mail: [●]

If to the Secured Party:

Attention: [●]

Telephone: [●]

E-mail: [●]

If to the Escrow Agent:

Citibank, N.A.

Agency & Trust

388 Greenwich Street

New York, NY 10013

Attn.: [●]

Telephone: [●]

E-mail: cts.spag@citi.com / [●]

(b) Any funds to be paid by the Escrow Agent hereunder shall be sent by wire transfer pursuant to the instructions set forth on Schedule D, or as otherwise may be instructed by the Interested Parties.

(c) Payments to the Escrow Agent shall be sent by wire transfer pursuant to the following instructions: CITIBANK, N.A., ABA: 0210-0008-9; Account Name: [●]; A/C#: [●]

12. Amendment; Waiver. Any amendment of this Agreement shall be binding only if evidenced by a writing signed by each of the parties to this Agreement. No waiver of any provision hereof shall be effective unless expressed in writing and signed by the party to be charged.

13. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision. If any provision of this Agreement is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

14. Mergers and Conversions. Any corporation or entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or entity resulting from any merger, conversion or consolidation to which the Escrow Agent will be a party, or any corporation or entity succeeding to the business of the Escrow Agent will be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

15. Termination. This Agreement shall terminate and the Escrow Account shall be closed upon the distribution of all Escrow Property from the Escrow Account established hereunder in accordance with the terms of this Agreement, subject, however, to the survival of obligations specifically contemplated in this Agreement to so survive.

16. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement. Signatures on counterparts of this Agreement executed and delivered in electronic format (i.e. "pdf") or by other electronic means (including DocuSign) shall be deemed original signatures with all rights accruing thereto except in respect to any non-US entity, whereby originals are required.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative as of the day and year first written above.

CITIBANK, N.A.,
as Escrow Agent

By:
Name:
Title:

[SECURING PARTY]

By:

Name:
Title:

[SECURED PARTY]

By:
Name:
Title:

SCHEDULE A

ESCROW AGENT FEE SCHEDULE

SCHEDULE B

AUTHORIZED LIST OF SIGNERS

Each of the following person(s) is authorized to execute documents and to direct the Escrow Agent as to all matters on the Securing Party's behalf. The Escrow Agent may confirm the instructions received by return call to any one of the telephone numbers listed below.

SECURING PARTY

NAME: _____
TITLE: _____
PHONE: _____
CORPORATE EMAIL: _____

Manual Specimen Signature

DocuSign Specimen Signature

NAME: _____
TITLE: _____
PHONE: _____
CORPORATE EMAIL: _____

Manual Specimen Signature

DocuSign Specimen Signature

View-Only Reporting Access via Citidirect for Securities:

Check here for same as above.

Please indicate those persons other than above requiring view access for statement reporting:

	First Name	Last Name	Telephone	Corporate Email
1				
2				
3				

SCHEDULE C

AUTHORIZED LIST OF SIGNERS

Each of the following person(s) is authorized to execute documents and to direct the Escrow Agent as to all matters on the [Secured Party's] behalf. The Escrow Agent may confirm the instructions received by return call to any one of the telephone numbers listed below.

[SECURED PARTY]

NAME: _____

TITLE: _____

PHONE: _____

CORPORATE EMAIL: _____

Manual Specimen Signature

DocuSign Specimen Signature

NAME: _____

TITLE: _____

PHONE: _____

CORPORATE EMAIL: _____

Manual Specimen Signature

DocuSign Specimen Signature

View-Only Reporting Access via Citidirect for Securities:

Check here for same as above.

Please indicate those persons other than above requiring view access for statement reporting:

	First Name	Last Name	Telephone	Corporate Email
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1

2

3

SCHEDULE D

WIRE INSTRUCTIONS

If to the Securing Party:

Bank:

ABA#:

Account Name:

A/C#:

Ref:

If to the Secured Party:

Bank:

ABA#:

Account Name:

A/C#:

Ref:

END OF EXHIBIT "A" to Term Conveyance of Overriding Royalty Interest