



Angela Harmon
Land Analyst

RECEIVED
ADJUDICATION SECTION
JUN 05 2025

June 5, 2025

VIA ADJUDICATION MAILBOX

ATTN: Adjudication Section

RE: Non-Required Filing:
Conveyance of Overriding Royalty Interest
OCS-G 37209, All of Block 499, Mississippi Canyon,
OCS Official Protraction Diagram, NH 16-10

Dear Adjudication Section:

Please find enclosed one (1) executed Conveyance of Overriding Royalty Interest dated May 15, 2025, for the above-mentioned lease, whereby LLOG Exploration Offshore, L.L.C. (02058), is conveying an overriding royalty interest to Chevron U.S.A. Inc. (00078).

The Pay.gov receipt for payment of processing this request is attached (Pay.gov Tracking ID: 27OMIQTS).

Please file one copy of this document in the non-required records maintained by your office under Category 5-Overriding Royalty, Production Payments, Net Profit. Thank you for your consideration and processing of this request. Please contact me should you have any questions or need any additional information.

Best Regards,

Angela Harmon
Land Analyst -Offshore

**UNITED STATES OF AMERICA
OUTER CONTINENTAL SHELF
GULF OF AMERICA**

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY (“Assignment”), is made and entered into by and between LLOG Exploration Offshore, L.L.C., a Louisiana limited liability company whose address is 1001 Ochsner Boulevard, Suite 100, Covington, Louisiana 70433, as “Assignor”, and Chevron U.S.A. Inc., a Pennsylvania corporation whose address is 1500 Louisiana St., Houston, Texas 77002, as “Assignee”.

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00), and the mutual advantages and benefits accruing to the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereinafter set forth, Assignor, the present legal owner and holder of all of the interest in the hereinafter identified oil and gas lease, does hereby transfer, assign and convey unto Assignee an undivided net two and one-half percent (2.50%) of eight-eighths (8/8ths) overriding royalty interest (the “ORRI”) in and to all the oil, gas and associated hydrocarbons in and under and that may be produced and saved from the lands described in the following oil and gas lease:

Area	Block	OCS-G Lease No.	Effective Date of Lease
Mississippi Canyon	499	37209	10/1/2022

The aforesaid lease, as described above, is incorporated herein for all purposes and is hereinafter sometimes referred to as “said Lease”.

This Assignment is made effective from and after May 15, 2025 (hereinafter referred to as “Effective Date”).

It is understood and agreed by the parties hereto that this Assignment is subject to the following terms and conditions:

- (1) This Assignment is made without express or implied warranty of any kind and without warranty of title, with the sole exception of the special warranty of title against Assignor’s own acts and omissions, and the acts and omissions of those claiming by, through or under Assignor. This assignment is made with full substitution and subrogation of Assignee in and to all warranties and covenants heretofore made or given by others.
- (2) This Assignment is made pursuant to that certain Farmout Agreement dated effective May 15, 2025, by and between Assignor and Assignee (the “Farmout Agreement”), which Farmout Agreement is incorporated herein by reference, for all purposes. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Farmout Agreement, the terms and conditions of the Farmout Agreement shall prevail and apply. Any capitalized terms utilized but not otherwise defined in this Assignment shall have the meaning ascribed to such term in the Farmout Agreement.

- (3) This Assignment is binding upon and inures to the benefit of the parties and their respective heirs, successors and assigns. As a condition of any Transfer of any Lease and/or Subsequent Lease to a Third Party, Assignor shall require such transferee to expressly assume the performance of all of LLOG's obligations in Sections 4.3 and 4.4 of the Farmout Agreement, however, the Assignor, LLOG (and any and all subsequent assignees) shall remain liable for the performance of this Assignment and the Sections 4.3 and 4.4 of the Farmout Agreement.
- (4) The ORRI shall be calculated and paid to Assignee at the same time and in the same manner as the lessor's royalty under the Lease, free and clear of all:
- (a) liens, charges, and encumbrances placed thereon by Assignor,
 - (b) all royalties and lessor's royalties (which shall be borne and paid by Assignor),
 - (c) all costs, risk, expenses, and liabilities of exploring, drilling, equipping, testing, operating, developing, maintaining or abandoning the Lease, any well or facility thereon, including, without limitation, maintaining said Lease, in full force and effect, plugging and abandoning any well on said Lease and any appurtenances thereto, and clean-up and restoration of said Lease, and
 - (d) all costs, expenses, and liabilities of producing, dehydrating, compressing, treating, or marketing the oil or gas production (whether on the applicable Lease or the applicable production facility or otherwise) to the first purchaser, all of which royalties, costs, expenses, and liabilities shall be borne and paid for by Assignor;

provided, however, that the ORRI shall never be subject to, or in any way adversely affected or diminished by: (i) 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; or (ii) any past, present or future rules or regulations promulgated by the DOI, or any other authority having jurisdiction over the lands, providing for relief, reduction or suspension of the lessor's royalty. Assignor may deduct any transportation 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.

- (5) The ORRI shall be calculated and paid on the basis of the proceeds received from the first sale of oil and gas production to a purchaser in an arms-length transaction; provided, however, that if the first sale of oil or gas production is made pursuant to other than an arms-length transaction, then the ORRI shall be calculated and paid on the basis of the greater of:
- (a) the proceeds received from such sale, or
 - (b) the most relevant crude oil price or relevant hydrocarbon price as posted on Argus media publication and the relevant FERC price for gas. For the avoidance of doubt, any agreement for the sale of oil or gas or relevant hydrocarbon between Assignor or any affiliate of Assignee shall be considered an arms-length transaction for the purpose of this Assignment.
- (6) The ORRI shall bear its share of severance, production, excise and other like taxes applicable to the ORRI.

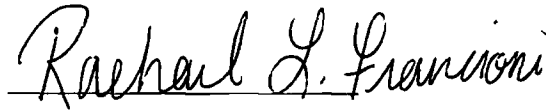
- (7) Assignee shall have the right to take the ORRI production in-kind at the point of first delivery into the oil and gas export lines by providing notice, at least 60 days in advance, to the operator and to be effective on the first day of the month following said notice.
- (8) Assignor shall have the right, without the joinder or approval of Assignee, to unitize the Lease(s), or portions thereof, with other leases to form one or more units in accordance with the provisions of the Lease(s) or under applicable law. If Assignor unitizes the Lease(s) with another lease, then the ORRI shall be proportionately reduced based upon that portion of the Lease(s) that is attributed to the unit participating area as approved by the DOI. If the contribution from the Lease(s) in any such unit is subject to revision of any participating areas defined in the governing unit agreement, the ORRI shall either be reduced or increased in the same proportion that the contribution from the Lease(s) to such unitized acreage is reduced or increased.
- (9) Assignor shall be allowed to recover, out of the ORRI 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.
- (10) The ORRI shall never be deemed as imposing any obligations 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, 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, shall be solely at the will of Assignor and the ORRI 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.
- (11) 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.
- (12) THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS ASSIGNMENT AS BETWEEN THEMSELVES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF LOUISIANA AND THE FEDERAL ARBITRATION ACT (THE "ACT"), WITHOUT REGARD TO ANY CONFLICT OF LAWS RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT IT IS MANDATORY THAT THE LAW OF THE JURISDICTION WHERE THE LEASE IS LOCATED SHALL APPLY. The Parties agree that any dispute related to this Assignment, or the interpretation of any provisions, rights or obligations set forth herein, will be governed by and subject to the dispute resolution procedure set forth in Article 14.2 of the Farmout Agreement which are incorporated herein by this reference.

(13) This Assignment may be executed in multiple counterparts, each of which shall for all purposes constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Assignment is executed by the parties hereto as of the dates set forth in their respective acknowledgments attached hereto.

WITNESSES



Print Name: **Rachael L. Francioni**



Print Name: **Joshua Graffagnini**

ASSIGNOR:

LLOG Exploration Offshore, L.L.C.

By: 

Name: Kemberlia Ducote

Title: Secretary

Date:

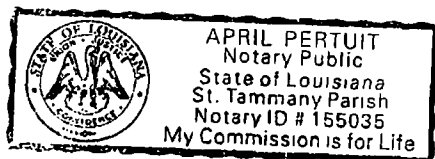
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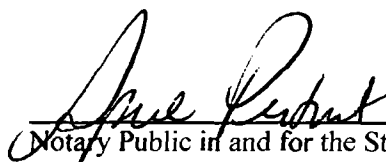
STATE OF LOUISIANA)

PARISH OF ST. TAMMANY)

Be it known, that on this 4th day of the month of June 2025, before me, the undersigned authority, personally came and appeared Kemberlia Ducote, Secretary for LLOG Exploration Offshore, L.L.C., a Louisiana limited liability company, 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 she signed the above and foregoing document as the free act and deed of said limited liability 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
My commission is for life

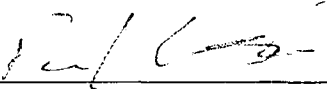
[Signature page of Assignor]

IN WITNESS WHEREOF, this Assignment is executed by the parties hereto as of the dates set forth in their respective acknowledgments attached hereto.

WITNESSES




Print Name: *Chuck E. Brown*



Print Name: *Paul Landis*

ASSIGNEE:

Chevron U.S.A. Inc.

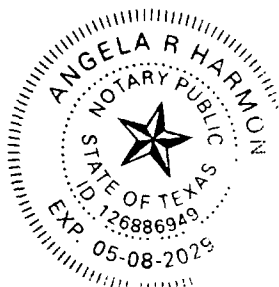
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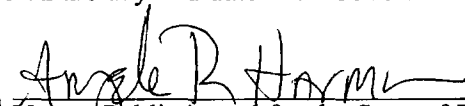
Name: Jeff Wilson
Title: Assistant Secretary

STATE OF TEXAS)
)
COUNTY OF HARRIS)

Be it known, that on this 4th day of the month of June, 2025, before me, the undersigned authority, personally came and appeared Jeff Wilson, Assistant Secretary for Chevron U.S.A. Inc., a Pennsylvania corporation, 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 Texas
Commission expires: 05/08/2029

[Signature page of Assignee]