September 7, 2022

Via Electronic Mail
United States Department of the Interior
Bureau of Ocean Energy Management
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2394

Attention: Adjudication Unit

Re: Non-Required Filing

Dear Madam or Sir:

Enclosed herewith please find the document described below:

Recordable Memorandum of Agreements (Castile Prospect) dated effective April 29, 2022, by and between Salamanca Infrastructure LLC, Salamanca Infrastructure Finance LLC, Salamanca FPS Infra, LLC, Salamanca OGL Infra, LLC, LLOG Exploration Offshore, L.L.C., LLOG Castile Development Company, L.L.C., LLOG Deepwater Development Company IV, L.L.C., Repsol Oil & Gas Gulf of Mexico, LLC, and Beacon Offshore Energy Castile LLC.

Please file this document under **Category 7, Contracts, Agreements and Conveyances** in the non-required filing records maintained by your office affecting the following lease:

**OCS-G 36077, KC 736**

Also enclosed is a pay.gov receipt evidencing payment of the required filing fees. Should you have any questions, please contact the undersigned at 504-561-0400.

Thank you in advance for your courtesies in this matter.

Yours very truly,

[Signature]

Janet H. Aschaffenburg

JHA/mfs

Enclosures
RECORDABLE MEMORANDUM OF AGREEMENTS
(Castile Prospect)

This Recordable Memorandum of Agreements (this “Memorandum”) is made and entered into effective as of April 29, 2022 (the “Execution Date”), by and among:

(a) Salamanca Infrastructure LLC, a Delaware limited liability company (“Salamanca Infrastructure”);

(b) Salamanca Infrastructure Finance LLC, a Delaware limited liability company (“Salamanca Finance”);

(c) Salamanca FPS Infra, LLC, a Delaware limited liability company (“FPS Company”);

(d) Salamanca OGL Infra, LLC, a Delaware limited liability company (“Lateral Company”, and together with the FPS Company, Salamanca Finance and Salamanca Infrastructure, “Owners”, and each an “Owner”);

(e) LLOG Exploration Offshore, L.L.C., a Louisiana limited liability company, in its capacities as (i) Project Manager, (ii) FPS Operator and (iii) Castile Prospect Operator (“LLOG”);

(f) LLOG Castile Development Company, L.L.C., a Delaware limited liability company (“LLOG Castile”);

(g) LLOG Deepwater Development Company IV, L.L.C., a Delaware limited liability company (“LDDC IV”);

(h) Repsol Oil & Gas Gulf of Mexico, LLC, a Texas limited liability company (“Repsol”); and

(i) Beacon Offshore Energy Castile LLC, a Delaware limited liability company (“Beacon Castile”).

The foregoing parties may be referred to herein individually as a “Party” and collectively as the “Parties”. LLOG Castile, LDDC IV, Repsol and Beacon Castile, and any Person holding a Working Interest in the Castile Prospect from time to time, may also be referred to individually as a “Castile Producer” and collectively as the “Castile Producers”.

1. **Purpose.** This Memorandum is executed to effect notice to third parties of the agreements and covenants contained in (a) that certain Production Handling and Floating Production System Use Agreement for the Castile Prospect, dated as of the Execution Date, by and among the FPS Company, LLOG, and the Castile Producers (the “Castile PHA”); (b) that certain Transportation Agreement for the Castile Prospect (Oil Lateral Facilities), dated as of the Execution Date, by and among the Lateral Company, LLOG and the Castile Producers (the “Castile OTA”); (c) that certain Transportation Agreement for the Castile Prospect (Gas Lateral Facilities), dated as of the Execution Date, by and among the Lateral Company, LLOG and the Castile
Producers (the “Castile GTA”); and (d) that certain Facilities Agreement, dated as of the Execution Date, by and among Owners, LLOG, the Castile Producers and certain other persons party thereto (the “Facilities Agreement”, and together with the Castile PHA, the Castile OTA and the Castile GTA, the “Castile Agreements,” each a “Castile Agreement”).

2. **Incorporation by Reference; Definitions.** Capitalized terms used in this Memorandum that are not otherwise defined herein or in the attached Schedule I shall have the meanings ascribed to such terms in the Castile Agreements. The Castile Agreements are incorporated herein in their entirety by reference.

3. **Description of the Producing Property.** This Memorandum and the Castile Agreements affect all of the interests of the Castile Producers in the Castile Prospect. The Castile Prospect is described on Schedule I (the “Castile Prospect”).

4. **Consideration.** The Castile Producers, LLOG and Owners (or the applicable Owner) executed and entered into the Castile Agreements for and in consideration of, among other things, the execution of, and the promises and mutual covenants contained in the Castile Agreements, including those summarized in this Memorandum, and other good and valuable consideration (the receipt and sufficiency of which is hereby confirmed and acknowledged).

5. **Commitment and Dedication of Reserves.** Subject to and in accordance with the terms and conditions of the Castile Agreements, each Castile Producer has (i) committed and dedicated the Castile Dedicated Interests to the applicable Owners for the purpose of processing its allocable portion, determined by its applicable Working Interest, of all Oil, Gas and Condensate in and under the Castile Dedicated Interests (such Oil, Gas and Condensate, the “Castile Dedicated Production”) through the FPS and transporting it through the Lateral Facilities, and (ii) subject in all respects to such Castile Producer’s reversionary interest as set forth in Section 2.1(g) of the Castile PHA, Castile OTA and Castile GTA, granted and conveyed to the FPS Company and the Lateral Company a predial servitude and mineral right on the Castile Dedicated Interests consisting solely of all the Castile Producer’s rights to gather, treat, process and transport hydrocarbons, which interest is a real right.

6. **Default; Partial Release and Termination Obligations.** Subject to and in accordance with the terms and conditions of the Facilities Agreement, each Castile Producer has agreed that each may forfeit and transfer all of its Working Interest in the Castile Prospect in accordance with certain default terms set forth in the Facilities Agreement. In such case, such Castile Producer shall, at its sole cost and expense, execute and deliver all instruments and other documents as are necessary to transfer such Working Interest to such Participating Parties, free and clear of all Liens other than Permitted Liens, pursuant to the terms of the Facilities Agreement; provided further that, such forfeiture of the Working Interests and related transfer obligations of the Castile Producers shall cease when the Project is complete and ready to achieve First Commercial Production, in accordance with the Facilities Agreement, and at such time, the Parties shall execute, deliver, and cause to be recorded a partial termination and release of this Memorandum with respect to such forfeiture and related transfer obligations.
7. **Assignment.** Any attempted assignment of a Castile Agreement by a Castile Producer shall be null and void *ab initio* unless such assignment is *made in* accordance with the terms of the Castile Agreements. *In furtherance* of the foregoing:

(a) **Assignment of the Castile Agreements.** Except as provided in Section 7(b) and Section 7(c), no Party shall assign the Castile Agreements or any of its rights, interests, title or obligations under the Castile Agreements without the prior written consent (x) in the case of a Castile Producer or LLOG, of Owners, and (y) in the case of Owners, of the Castile Producers holding at least fifty-one percent (51%) of the Working Interest in the Castile Prospect (which consent shall, in the case of clauses (x) and (y), not be unreasonably withheld, delayed or conditioned); *provided that:*

(i) any Party may: (A) assign the Castile Agreements or any or all of its rights or obligations under the Castile Agreements to an Affiliate that remains an Affiliate after the transfer without the prior written consent of the other Parties (but the assigning Party shall remain liable for the assignee Affiliate’s performance under the Castile Agreements unless such Affiliate is an issuer of Investment Grade debt, in which event the assigning Party shall be automatically released from further liability under the Castile Agreements upon the assignee Affiliate’s written assumption of the assigning Party’s obligations under the Castile Agreements); or (B) mortgage, pledge, encumber or otherwise impose a Lien or security interest upon its rights to and interest in the Castile Agreements; *provided that,* any such mortgage, pledge, encumbrance or other Lien or security interest granted by (x) Salamanca Finance, the FPS Company or the Lateral Company shall be subordinate to all rights of Castile Producers and LLOG set forth in the Castile Agreements and the other Project Agreements pursuant to a Security Interest Consent and Agreement with the financing providers in the form attached to the Facilities Agreement as Exhibit I-1 thereto and (y) LLOG or any of the Castile Producers shall be subordinate to all rights of Owners set forth in the Castile Agreements and the other Project Agreements, including with respect to the ORRI Assignments, pursuant to a Subordination Agreement in the form attached to the Facilities Agreement as Exhibit I-2 thereto.

(ii) any Owner shall assign the Castile Agreements and all of its rights and obligations under the Castile Agreements to any transferee of all of such Owner’s interest in the FPS, and shall cause such transferee to agree to be bound by and comply with the terms of the Castile Agreements.

(b) **Working Interest Assignments by Castile Producers Other Than LLOG and its Affiliates.**

(i) Prior to Prospect First Commercial Production for the Castile Prospect, a Castile Producer (other than LLOG and its Affiliates) may not transfer its Working Interest in the Castile Prospect or its rights or obligations under the Castile Agreements without the prior written consent of Owners (which consent shall not be unreasonably withheld, delayed or conditioned) unless (A) simultaneously with such Working Interest transfer, the transferor assigns, and the transferee assumes in writing, such Castile Producer’s obligations under the Castile Agreements and the other Project Agreements with respect to the Working Interest so transferred, (B) such transferee
provides evidence satisfactory to Owners in their reasonable discretion that the transferee (or its Affiliate Guarantor) has, directly or through adequate credit assurances, equal or greater creditworthiness than the assignor or its Affiliate Guarantor (but, if either such transferee or its Affiliate Guarantor is an issuer of Investment Grade debt or the transferee is providing a Surety Bond in lieu of an Affiliate Guaranty, the requirements of this clause (B) shall be deemed satisfied), (C) unless the Affiliate Guaranty or Surety Bond is waived by Owners in their reasonable discretion, such transferee provides an Affiliate Guaranty or Surety Bond with respect to the Working Interest acquired as contemplated by Section 13.23 of the Facilities Agreement, and (D) in the case of a Castile Producer that is an Affiliate of Repsol E&P USA, Inc., such assignment or transfer does not result in the aggregate Working Interests of Repsol E&P USA, Inc. and its Affiliates in the Castile Prospect being reduced to less than fifteen percent (15%); provided that, notwithstanding anything to the contrary contained herein, clauses (B), (C) and (D) of this Section 7(b)(i) shall not apply to any transaction involving the sale or all or substantially all of the Gulf of Mexico leases held by Repsol E&P USA, Inc. and its Affiliates; and provided further that, the exception set forth in the preceding proviso shall be personal to Repsol E&P USA, Inc. and its Affiliates and shall not transfer to any successor or assign of Repsol E&P USA, Inc. or its Affiliates. For the avoidance of doubt, if the transferring Castile Producer complies with this Section 7(b)(i), Owners’ consent is not required for the transfer.

(ii) Following Prospect First Commercial Production for the Castile Prospect, a Castile Producer (other than LLOG and its Affiliates) may transfer its Working Interest in the Castile Prospect and its rights and obligations under the Castile Agreements without Owner’s consent to any transferee who assumes in writing such Castile Producer’s obligations under the Castile Agreements and the other Project Agreements with respect to the Working Interest so transferred. For the avoidance of doubt, if the transferring Castile Producer complies with this Section 7(b)(ii), Owner’s consent is not required for the transfer.

(c) Working Interest Assignments by LLOG and its Affiliates.

(i) Prior to the first anniversary of Prospect First Commercial Production for both Anchor Prospects, none of LLOG or its Affiliates may transfer, in whole or in part, their Working Interests in the Castile Prospect or their rights and obligations under the Castile Agreements without the prior written consent of Owners (which consent shall not be unreasonably withheld, delayed or conditioned) unless such transfer is permitted pursuant to the terms of the Facilities Agreement.

(ii) Following the first anniversary of Prospect First Commercial Production for both Anchor Prospects, LLOG and its Affiliates may transfer their Working Interests in Castile Prospect and their related rights and obligations under the Castile Agreements, without Owners’ consent, to any transferee of all or part of their Working Interests in the Castile Prospect who assumes in writing the transferor’s obligations under this Agreement and the other Project Agreements with respect to the Working Interest so transferred.
(iii) Assignments by LLOG of its rights and obligations as Project Manager, FPS Operator or Lateral Operator and Changes of Control of LLOG, in each case, shall be governed by the terms of the Facilities Agreement.

(d) Release of the Assignor. Any assignment or transfer by a Producer that is authorized and implemented in accordance with this Section 7 shall release the assignor or transferor from its obligations under the Castile Agreements to the extent of the Working Interest so assigned or transferred, except as provided in Section 7(a) and except for any obligations or liabilities of the assignor or transferor arising out of or relating to events, breaches or actions arising or maturing prior to the date of such assignment or transfer.

(e) Copies of Assignment Instruments. Promptly upon assignment of all or any portion of its rights, interest or title under the Castile Agreements, the assigning Castile Producer shall provide the other Parties with a copy of the instrument of assignment.

(f) Related Assignment. In the case of any assignment or conveyance, the assigning or conveying Castile Producer must, as a condition of the assignment or conveyance, require the assignee or acquirer to assume the assigning or conveying Castile Producer’s rights and obligations under the Defense, Indemnity and Insurance Agreement, the Balancing Agreement and the applicable Production Handling Agreements and Transportation Agreements (including in respect of the FPS Abandonment Account). Such assignment and assumption must be pursuant to a written assignment and assumption agreement, a fully executed copy of which shall be delivered to the other Parties simultaneously with the assignment or conveyance.

(g) Assignment by Members. For the avoidance of doubt, but without limiting the restrictions on a Change of Control contained in the Castile Agreements, any direct or indirect assignment by a Member of its equity interests in Salamanca Infrastructure shall be subject to, and governed by, the provisions of the Salamanca Infrastructure LLC Agreement and not the provisions of the Castile Agreements.

(h) Breach of this Section. Any attempted assignment of the Parties made in violation of this Section 7 or the Castile Agreements shall be null and void ab initio.

8. General Statements. Owners, LLOG and the Castile Producers have executed and entered into this Memorandum and the Castile Agreements for the consideration described herein and therein and agree that (a) the Castile Agreements contain all necessary terms and conditions for the agreements described herein to be binding upon the parties hereto; (b) Owners, LLOG and the Castile Producers are bound by the terms and conditions of this Memorandum and the Castile Agreements; (c) this Memorandum has been executed in addition to the Castile Agreements and is a summary of certain key terms of the Castile Agreements and not a replacement to, supplement of or other amendment to any of the terms and conditions in the Castile Agreements; (d) the Castile Agreements contain terms and conditions similar to those described herein and covering the subject matter hereof as well as other terms and conditions; and (e) the terms and conditions contained in the Castile Agreements shall govern and control any conflicts, ambiguities or inconsistencies between the terms and conditions of this Memorandum and the terms of the Castile Agreements.
9. **Castile Agreements.** Copies of the Castile Agreements may be found at the offices of LLOG at the following address:

LLOG Exploration Offshore, L.L.C.
1001 Ochsner Blvd., Suite 100
Covington, Louisiana 70433

10. **Miscellaneous.**

(a) This Memorandum (i) may be executed in multiple counterparts, each of which, when executed, shall be deemed an original, and all of which, when executed and taken together, shall constitute one and the same instrument and (ii) may be enforced by specific performance. In making proof hereof, one counterpart signed by all Parties shall be sufficient.

(b) This Memorandum shall be interpreted and construed in accordance with United States federal law, including general maritime law, but excluding any conflicts of law principles that would direct the substantive Law of another jurisdiction to apply. To the extent that United States federal law is deemed inapplicable by a court of competent jurisdiction, the Laws of the State of Louisiana (excluding any conflicts of law principles) shall control the validity, construction and interpretation of this Memorandum.

[Signature pages follow.]
IN WITNESS WHEREOF, the Parties have caused this Memorandum to be duly executed as of the date first written above.

SALAMANCA INFRASTRUCTURE LLC

By: 
Name: Daniel R. Revers
Title: President

Witnesses

Christine Miller
Printed Name: Christine Miller

Josef Alves
Printed Name: Josef Alves

COMMONWEALTH OF MASSACHUSETTS 
COUNTY OF SUFFOLK

Before me, and the above described competent witnesses, personally appeared Daniel R. Revers to me personally known, who, by me being duly sworn, says in his capacity as such officer that he is President of Salamanca Infrastructure LLC, and that the foregoing instrument was signed on behalf of said limited liability company, by authority of its managing persons, and he acknowledged in such capacity that the execution of the foregoing instrument was the free act and deed of said limited liability company.

Thus done and signed by Daniel R. Revers in the presence of the undersigned notary public, duly commissioned and qualified in and for the county of Suffolk, Commonwealth of Massachusetts, and the undersigned competent witnesses on April 28, 2022, who hereunto signed their names together with the appearer and me, notary public.

Anna M. Casper
Notary Public

My commission expires:

[Signature Page to BOEM Memorandum for the Castile Prospect]
SALAMANCA INFRASTRUCTURE
FINANCE LLC

By: 
Name: Daniel R. Revers
Title: President

Witnesses

Christine Miller
Printed Name: Christine Miller

Josef Alves
Printed Name: Josef Alves

COMMONWEALTH OF MASSACHUSETTS )
COUNTY OF SUFFOLK )

Before me, and the above described competent witnesses, personally appeared Daniel R. Revers to me personally known, who, by me being duly sworn, says in his capacity as such officer that he is President of Salamanca Infrastructure Finance LLC, and that the foregoing instrument was signed on behalf of said limited liability company, by authority of its managing persons, and he acknowledged in such capacity that the execution of the foregoing instrument was the free act and deed of said limited liability company.

Thus done and signed by Daniel R. Revers in the presence of the undersigned notary public, duly commissioned and qualified in and for the county of Suffolk, Commonwealth of Massachusetts, and the undersigned competent witnesses on April 28, 2022, who hereunto signed their names together with the appearer and me, notary public.

Anna M. Casper
Notary Public

My commission expires:

Anna M. Casper
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 7, 2028

[Signature Page to BOEM Memorandum for the Castile Prospect]
SALAMANCA FPS INFRA, LLC

By: 

Name: Daniel R. Revers
Title: President

Witnesses

Christine Miller
Printed Name: Christine Miller

Josef Alves
Printed Name: Josef Alves

COMMONWEALTH OF MASSACHUSETTS )
COUNTY OF SUFFOLK )

Before me, and the above described competent witnesses, personally appeared Daniel R. Revers to me personally known, who, by me being duly sworn, says in his capacity as such officer that he is President of Salamanca FPS Infra, LLC, and that the foregoing instrument was signed on behalf of said limited liability company, by authority of its managing persons, and he acknowledged in such capacity that the execution of the foregoing instrument was the free act and deed of said limited liability company.

Thus done and signed by Daniel R. Revers in the presence of the undersigned notary public, duly commissioned and qualified in and for the county of Suffolk, Commonwealth of Massachusetts, and the undersigned competent witnesses on April 28, 2022, who hereunto signed their names together with the appearer and me, notary public.

Anna M. Casper
Notary Public

My commission expires:

[Signature Page to BOEM Memorandum for the Castile Prospect]
SALAMANCA OGL INFRA, LLC

By: 
Name: Daniel R. Revers
Title: President

Witnesses

Christine Miller
Printed Name: Christine Miller

Josef Alves
Printed Name: Josef Alves

COMMONWEALTH OF MASSACHUSETTS )
) )
COUNTY OF SUFFOLK )

Before me, and the above described competent witnesses, personally appeared Daniel R. Revers to me personally known, who, by me being duly sworn, says in his capacity as such officer that he is President of Salamanca OGL Infra, LLC, and that the foregoing instrument was signed on behalf of said limited liability company, by authority of its managing persons, and he acknowledged in such capacity that the execution of the foregoing instrument was the free act and deed of said limited liability company.

Thus done and signed by Daniel R. Revers in the presence of the undersigned notary public, duly commissioned and qualified in and for the county of Suffolk, Commonwealth of Massachusetts, and the undersigned competent witnesses on April 28, 2022, who hereunto signed their names together with the appeareer and me, notary public.

Anna M. Casper
Notary Public

My commission expires:

[Signature Page to BOEM Memorandum for the Castile Prospect]
LLOG EXPLORATION OFFSHORE, L.L.C.

By: ____________________________
Name: Eric Zimmermann
Title: Chief Operating Officer

Witnesses

Printed Name: April O. Pertuit

Printed Name: Joshua Graffagnini

STATE OF LOUISIANA )
) PARISH OF ST. TAMMANY )

Before me, and the above described competent witnesses, personally appeared Eric Zimmermann, to me personally known, who, by me being duly sworn, says in his capacity as such officer that he is Chief Operating Officer of LLOG Exploration Offshore, L.L.C., and that the foregoing instrument was signed on behalf of said limited liability company, by authority of its managing persons, and he acknowledged in such capacity that the execution of the foregoing instrument was the free act and deed of said limited liability company.

Thus done and signed by Eric Zimmermann in the presence of the undersigned notary public, duly commissioned and qualified in and for the parish of St. Tammany, state of Louisiana, and the undersigned competent witnesses on April 26, 2022, who hereunto signed their names together with the appeareer and me, notary public.

My commission expires:

[Signature Page to BOEM Memorandum for the Castile Prospect]
LLOG CASTILE DEVELOPMENT COMPANY, L.L.C.

By: __________________________
Name: Philip S. LeJeune
Title: President and Chief Executive Officer

Witnesses

Printed Name: April O. Pertuit

Printed Name: Joshua Graffagnini

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

Before me, and the above described competent witnesses, personally appeared Philip S. LeJeune, to me personally known, who, by me being duly sworn, says in his capacity as such officer that he is President and Chief Executive Officer of LLOG Castile Development Company, L.L.C., and that the foregoing instrument was signed on behalf of said limited liability company, by authority of its managing persons, and he acknowledged in such capacity that the execution of the foregoing instrument was the free act and deed of said limited liability company.

Thus done and signed by Philip S. LeJeune in the presence of the undersigned notary public, duly commissioned and qualified in and for the parish of St. Tammany, state of Louisiana, and the undersigned competent witnesses on April 28, 2022, who hereunto signed their names together with the appearer and me, notary public.

My commission expires:

[Signature Page to BOEM Memorandum for the Castile Prospect]
LLOG DEEPWATER DEVELOPMENT
COMPANY IV, L.L.C.

By:  
Name: Philip S. LeJeune
Title: President and Chief Executive Officer

Witnesses

Printed Name: April O. Pertuit

Printed Name: Joshua Graffagnini

STATE OF LOUISIANA  )
) PARISH OF ST. TAMMANY )

Before me, and the above described competent witnesses, personally appeared Philip S. LeJeune, to me personally known, who, by me being duly sworn, says in his capacity as such officer that he is President and Chief Executive Officer of LLOG Deepwater Development Company IV, L.L.C., and that the foregoing instrument was signed on behalf of said limited liability company, by authority of its managing persons, and he acknowledged in such capacity that the execution of the foregoing instrument was the free act and deed of said limited liability company.

Thus done and signed by Philip S. LeJeune in the presence of the undersigned notary public, duly commissioned and qualified in and for the parish of St. Tammany, state of Louisiana, and the undersigned competent witnesses on April 28, 2022, who hereunto signed their names together with the appearer and me, notary public.

Notary Public  

My commission expires:

[Signature Page to BOEM Memorandum for the Castile Prospect]
REPSOL OIL & GAS GULF OF MEXICO, LLC

By: [Signature]
Name: Forrest W. Pace
Title: President

Witnesses

[Signature]
Printed Name: [Name]

[Signature]
Printed Name: [Name]

STATE OF TEXAS

COUNTY OF MONTGOMERY

Before me, and the above described competent witnesses, personally appeared Forrest W. Pace to me personally known, who, by me being duly sworn, says in his capacity as such officer that he is President of Repsol Oil & Gas Gulf of Mexico, LLC, and that the foregoing instrument was signed on behalf of said limited liability company, by authority of its managing persons, and he acknowledged in such capacity that the execution of the foregoing instrument was the free act and deed of said limited liability company.

Thus done and signed by Forrest W. Pace in the presence of the undersigned notary public, duly commissioned and qualified in and for the parish/county of Montgomery, state of Texas, and the undersigned competent witnesses on April 28, 2022, who hereunto signed their names together with the appearer and me, notary public.

[Signature]
Notary Public

My commission expires: April 16, 2023

[Signature Page to BOEM Memorandum for the Castile Prospect]
BEACON OFFSHORE ENERGY
CASTILE LLC

By: 
Name: Marc A. Hensel
Title: President and Chief Financial Officer

Witnesses

Printed Name: Leth Carter
Printed Name: Scott O'Neill

STATE OF TEXAS
COUNTY OF HARRIS

Before me, and the above described competent witnesses, personally appeared Marc A. Hensel to me personally known, who, by me being duly sworn, says in his capacity as such officer that he is President and Chief Financial Officer of Beacon Offshore Energy Castile LLC, and that the foregoing instrument was signed on behalf of said limited liability company, by authority of its managing persons, and he acknowledged in such capacity that the execution of the foregoing instrument was the free act and deed of said limited liability company.

Thus done and signed by Marc A. Hensel in the presence of the undersigned notary public, duly commissioned and qualified in and for the parish/county of Harris, state of Texas, and the undersigned competent witnesses on April 28, 2022, who hereunto signed their names together with the appearer and me, notary public

Notary Public

My commission expires:

[Signature Page to BOEM Memorandum for the Castile Prospect]
SCHEDULE I
DEFINITIONS

"Castile Dedicated Interests" means all interests that the Castile Producers (or any of their Affiliates or successors in interest, whether resulting from a merger, reorganization, consolidation, sale or other disposition of all or any portion of such interests) now or hereinafter own, control, acquire or have the right to market (as such marketing rights may change from time to time) in all leases, lands and formations and all hydrocarbon reserves to the extent, and only to the extent, in, under or attributable to (a) the Castile Prospect or (b) any of those certain Oil and Gas Leases of Submerged Lands under the Outer Continental Shelf Lands Act described in the definition of "Castile Prospect", in each case, together with any pool, unit, communitized area or unitized area, even though such interests may be incorrectly or incompletely stated, all as the same shall be enlarged by the discharge of any burdens or by the removal of any charges or encumbrances to which any of same maybe subject as of the Execution Date, and any and all replacements, renewals and extensions or amendments of any of the same.

"Castile Prospect" means and refers to that certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 36077, effective as of August 1, 2017, between the United States of America, as lessor, and LLOG Exploration Offshore, L.L.C., as original lessee, covering all of Block 736, Keathley Canyon, OCS Official Protraction Diagram, NG15-05, containing approximately 5,760.00 acres, more or less, and any offshore oil and gas leases subsequently acquired by any Anchor Producer that is included in a unit with any of the other offshore oil and gas leases then-comprising the Castile Prospect.