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 (Buckshot Prospect) dated effective April 29, 2022, by and between Salamanca FPS Infra, LLC, Salamanca OGL Infra, LLC, LLOG Exploration Offshore, L.L.C., LLOG Deepwater Development Company IV, L.L.C., and Repsol E&P USA 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 leases:

1. OCS-G 37012, KC 953; and
2. OCS-G 37013, KC 997.

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
4610-04-1/3704273.docx
RECORDABLE MEMORANDUM OF AGREEMENTS
(Buckshot 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 FPS Infra, LLC, a Delaware limited liability company (“FPS Company”);

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

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

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

(e) Repsol E&P USA LLC, a Texas limited liability company (“Repsol”).

The foregoing parties may be referred to herein individually as a “Party” and collectively as the “Parties”. LDDC IV, Repsol, and any Person holding a Working Interest in the Buckshot Prospect from time to time, may also be referred to individually as a “Buckshot Producer” and collectively as the “Buckshot 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 Buckshot Prospect, dated as of the Execution Date, by and among the FPS Company, LLOG, and the Buckshot Producers (the “Buckshot PHA”); (b) that certain Transportation Agreement for the Buckshot Prospect (Oil Lateral Facilities), dated as of the Execution Date, by and among the Lateral Company, LLOG and the Buckshot Producers (the “Buckshot OTA”); and (c) that certain Transportation Agreement for the Buckshot Prospect (Gas Lateral Facilities), dated as of the Execution Date, by and among the Lateral Company, LLOG and the Buckshot Producers (the “Buckshot GTA”, and together with the Buckshot PHA and the Buckshot OTA, the “Buckshot Agreements,” each a “Buckshot 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 Buckshot Agreements. The Buckshot Agreements are incorporated herein in their entirety by reference.

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

4. Consideration. The Buckshot Producers, LLOG and Owners (or the applicable Owner) executed and entered into the Buckshot Agreements for and in consideration of, among
other things, the execution of, and the promises and mutual covenants contained in the Buckshot 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 Buckshot Agreements, each Buckshot Producer has (i) committed and dedicated the Buckshot 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 Buckshot Dedicated Interests (such Oil, Gas and Condensate, the “Buckshot Dedicated Production”) through the FPS and transporting it through the Lateral Facilities, and (ii) subject in all respects to such Buckshot Producer’s reversionary interest as set forth in Section 2.1(g) of the Buckshot PHA, Buckshot OTA and Buckshot GTA, granted and conveyed to the FPS Company and the Lateral Company a predial servitude and mineral right on the Buckshot Dedicated Interests consisting solely of all the Buckshot Producer’s rights to gather, treat, process and transport hydrocarbons, which interest is a real right.

6. **Intentionally Omitted.**

7. **Assignment.** Any attempted assignment of a Buckshot Agreement by a Buckshot Producer shall be null and void ab initio unless such assignment is made in accordance with the terms of the Buckshot Agreements. In furtherance of the foregoing:

(a) **Assignment of the Buckshot Agreements.** No Party shall assign the Buckshot Agreements or any of its rights, interests, title or obligations under the Buckshot Agreements without the prior written consent (x) in the case of a Buckshot Producer or LLOG, of Owners, and (y) in the case of Owners, of the Buckshot Producers holding at least fifty-one percent (51%) of the Working Interest in the Buckshot 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 Buckshot Agreements or any or all of its rights or obligations under the Buckshot 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 Buckshot 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 Buckshot Agreements upon the assignee Affiliate’s written assumption of the assigning Party’s obligations under the Buckshot Agreements); or (B) mortgage, pledge, encumber or otherwise impose a Lien or security interest upon its rights to and interest in the Buckshot Agreements; provided that, any such mortgage, pledge, encumbrance or other Lien or security interest granted by (x) Owners shall be subordinate to all rights of the Buckshot Producers and LLOG set forth in the Buckshot Agreements and the other Project Agreements pursuant to a Security Interest Consent and Agreement with the financing providers in the form attached to the Buckshot PHA as Exhibit 1 thereto and (y) LLOG or any of the Buckshot Producers shall be subordinate to all rights of Owners set forth in the Buckshot Agreements and the other Project Agreements, pursuant to a Subordination Agreement in the form attached to the Facilities Agreement as Exhibit 1-2 thereto;
(ii) any Owner may and shall assign the Buckshot Agreements and all of its rights and obligations under the Buckshot Agreements to any transferee of all of Owner’s interest in the FPS, and shall cause such transferee to agree to be bound by and comply with the terms of the Buckshot Agreements; and

(iii) each Buckshot Producer may and shall, to the extent of any Working Interest transferred, assign the Buckshot Agreements and all of its rights and obligations under the Buckshot Agreements to any transferee of such Buckshot Producer’s Working Interest in the Buckshot Prospect and shall cause such transferee to agree to be bound by and comply with the terms of the Buckshot Agreements.

(b) 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 Buckshot Agreements to the extent of the Working Interest so assigned or transferred, except as provided in Section 7(a)(i) 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.

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

(d) Related Assignment. In the case of any assignment or conveyance, the assigning or conveying Buckshot Producer must, as a condition of the assignment or conveyance, require the assignee or acquirer to assume the assigning or conveying Buckshot 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.

(e) Assignment by Members. For the avoidance of doubt, 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 Buckshot Agreements.

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

8. General Statements. Owners, LLOG and the Buckshot Producers have executed and entered into this Memorandum and the Buckshot Agreements for the consideration described herein and therein and agree that (a) the Buckshot Agreements contain all necessary terms and conditions for the agreements described herein to be binding upon the parties hereto; (b) Owners, LLOG and the Buckshot Producers are bound by the terms and conditions of this Memorandum and the Buckshot Agreements; (c) this Memorandum has been executed in addition to the Buckshot Agreements and is a summary of certain key terms of the Buckshot Agreements and not a replacement to, supplement of or other amendment to any of the terms and conditions in the
Buckshot Agreements; (d) the Buckshot 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 Buckshot Agreements shall govern and control any conflicts, ambiguities or inconsistencies between the terms and conditions of this Memorandum and the terms of the Buckshot Agreements.

9. **Buckshot Agreements.** Copies of the Buckshot 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 FPS INFRA, LLC

By: 
Name: Daniel R. Revers
Title: President

Witnesses

Christine Kenny
Printed Name: Christine Kenny

Elisabeth A. Wallace
Printed Name: Elisabeth A. Wallace

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 above signed competent witnesses on July 21, 2022, who hereunto signed their names together with the appeerer and me, notary public.

Anna M. Casper
Notary Public

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

By: __________________________
Name: Daniel R. Revers
Title: President

Witnesses

[Signature]
Printed Name: Christina Kenny

[Signature]
Printed Name: Elizabeth A. Wallace

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 above signed competent witnesses on July 21, 2022, who hereunto signed their names together with the appeerer and me, notary public.

[Signature]
Notary Public

My commission expires:

[Signature]
Notary Public

COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
July 7, 2028

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

By: [Signature]
Name: Eric Zimmermann
Title: Chief Operating Officer

Witnesses

[Signatures]
Printed Name: Kemberla Ducofe

Printed Name: Philip Caroel

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/county of [name of parish or county], state of [name of state], and the above signed competent witnesses on July 15th, 2022, who hereunto signed their names together with the appearer and me, notary public.

Notary Public

[Signature]

My commission expires: At Death

George Moore Gilly
Notary Public
State of Louisiana
Louisiana Bar Roll # 06234
My Commission is issued for Life.

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

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

Witnesses

Printed Name:  

Printed Name: 

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/county of [name of parish or county], state of [name of state], and the above signed competent witnesses on July 14, 2022, who hereunto signed their names together with the appearer and me, notary public.

My commission expires: At Death

Notary Public
George Moore Gilly  
Notary Public  
State of Louisiana  
Louisiana Bar Roll # 06234  
My Commission is issued for Life.

[Signature Page to BOEM Memorandum for the Buckshot Prospect]
REPSOL E&P USA LLC

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

Witnesses

[Signature]
Printed Name: [Signature]
Printed Name: [Signature]

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 E&P USA 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 county of Montgomery, state of Texas, and the above signed competent witnesses on [July 27, 2022], who hereunto signed their names together with the appearer and me, notary public.

[Signature]
Notary Public

My commission expires: [July 22, 2025]

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

"Buckshot Dedicated Interests" means all interests that the Buckshot 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 Buckshot 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 "Buckshot 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.

"Buckshot Prospect" means and refers to the following offshore oil and gas leases, collectively:

(a) that certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 37012, effective as of February 1, 2021, between the United States of America, as lessor, and LLOG Exploration Offshore, L.L.C. and Repsol E&P USA Inc., as original lessees, covering all of Block 953, Keathley Canyon, OCS Official Protraction Diagram, NG15-05, containing approximately 5,760.00 acres, more or less;

(b) that certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 37013, effective as of February 1, 2021, between the United States of America, as lessor, and LLOG Exploration Offshore, L.L.C. and Repsol E&P USA Inc., as original lessees, covering all of Block 997, Keathley Canyon, OCS Official Protraction Diagram, NG15-05, containing approximately 5,760.00 acres, more or less; and

(c) any offshore oil and gas leases subsequently acquired by any Buckshot Producer that is included in a unit with any of the other offshore oil and gas leases then-comprising the Buckshot Prospect.