

February 6, 2024

Ref: 7524-37685

By email (boemadjudication@boem.gov)

Bureau of Ocean Energy Management
Attention: Adjudication Section
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
Mail Stop 276A
New Orleans, LA 70123

Re: Adjudication filings – OCS-G 1083,
OCS-G 1084, OCS-G 1090, OCS-G
1091 and OCS-G 1092 (West Delta
Blocks 73, 74, 91, 92 and 93)

To Whom It May Concern:

Please find attached the following instrument for filing in your records:

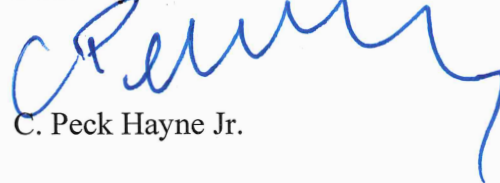
1. Memorandum of Dedication and Transportation Services Agreement dated January 16, 2024, executed by and between Crescent Midstream, LLC (GOM No. 03218) and W & T Offshore, Inc. (GOM No. 01284).

Please note that this document should be categorized under "No. 7, Contracts, Agreements and Conveyances".

Please file this letter, together with the attached instrument, in the non-required filings maintained for OCS-G 1083, OCS-G 1084, OCS-G 1090, OCS-G 1091 and OCS-G 1092. Also submitted is a pay.gov receipt for \$170 to cover the fees for filing this instrument.

Should you have any questions or need any additional information, please do not hesitate to contact me at phayne@gamb.com.

Sincerely,



C. Peck Hayne Jr.

Enclosures

Plaquemines Parish Recording Page

Kim Turlich-Vaughan
Clerk of Court
PO Box 40
Belle Chasse, LA 70037
(504) 934-6610

RECEIVED
ADJUDICATION SECTION
FEB 06 2024

Received From :
WCJ ENTERPRISES
1012 GALLET RD
YOUNGSVILLE, LA 70592

First VENDOR

CRESCENT MIDSTREAM LLC

First VENDEE

W&T OFFSHORE INC

Index Type : CONVEYANCE

File Number : 2024-00000189

Type of Document : MEMORANDUM

Book : 1472 Page : 692

Recording Pages : 7

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Plaquemines Parish, Louisiana.

On (Recorded Date) : 01/19/2024

At (Recorded Time) : 10:22:43AM



Doc ID - 005978170007

CLERK OF COURT
KIM TURLICH-VAUGHAN
Parish of Plaquemines
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 01/19/2024 at 10:22:43
Recorded in Book 1472, Page 692
File Number 2024-00000189

Mark J. Borne Jr.

Deputy Clerk



Memorandum of Dedication and Transportation Services Agreement

This Memorandum of Dedication and Transportation Services Agreement (this “**Memorandum**”) is made and entered into January 16, 2024 (“**Execution Date**”) by and between **Crescent Midstream, LLC** (“**Carrier**”), a Delaware limited liability company with a mailing address of 609 Main, Suite 3350, Houston, Texas 77002, and **W&T Offshore, Inc.** (“**Producer**”), a Texas corporation with a mailing address of 5718 Westheimer Rd., Suite 700, Houston, Texas 77057. Carrier and Producer are each sometimes hereinafter referred to individually as a “**Party**” and together as the “**Parties**”.

1. Contemporary with the execution and delivery of this Memorandum, the Parties have entered into a Dedication and Transportation Services Agreement dated as of the Execution Date (the “**Agreement**”).

2. The purpose of this Memorandum is to place third Persons on notice that, pursuant and subject to the Agreement, Producer (including any successor in interest resulting from any merger, reorganization, consolidation or as part of a sale or other direct or indirect disposition of all or any portion of such interests or by operation of law) commits and exclusively dedicates for transportation on the Pipeline System (and, with respect to Dedicated Water only, for disposal services on GIGS) under the Agreement, for the Term:

- (a) all Interests (i) now owned or controlled or hereinafter acquired by Producer or any of its Affiliates in the Dedicated Area and/or (ii) with respect to which Producer or any of its Affiliates have the right to market or sell Crude Petroleum and Produced Water produced from attributable to the Dedicated Area (and for which Producer or its Affiliates have exercised such right), in each case, which interest is a property interest, recognizing for the avoidance of doubt that the dedication shall terminate as to each Interest upon the permanent cessation, for any reason, of Crude Petroleum and Produced Water attributable to such Interest, as evidenced by regulatory filings made by Producer (or the operator of such Interest) and written notice thereof provided by Producer to Carrier (such Interests, the “**Dedicated Interests**,” and such dedication, the “**Interest Dedication**”);
- (b) (i) all Crude Petroleum that is produced and saved from any well that is now existing or hereafter drilled in the Dedicated Area and that as of any applicable date of production of any Crude Petroleum therefrom is controlled or operated by Producer or any of its Affiliates or any of the successors or assigns of any of the Dedicated Interests and (ii) all Crude Petroleum that is available at a platform connected to the Pipeline System within the Dedicated Area and is controlled by Producer or any of its Affiliates (such Crude Petroleum in (i) and (ii) collectively, the “**Dedicated Crude**,” and such dedication, the “**Crude Petroleum Dedication**”); and
- (c) (i) all Produced Water that is produced and saved from any well that is now existing or hereafter drilled in the Dedicated Area and that as of any applicable date of production of any Produced Water therefrom is controlled or operated by Producer or any of its Affiliates or any of the successors or assigns of any of the Dedicated Interests in and (ii) all Produced Water that is available at a platform connected to the Pipeline System within the Dedicated Area and is controlled by Producer or any of its Affiliates (such Produced Water in (i) and (ii) collectively, the “**Dedicated Water**,” and such dedication, the “**Produced Water Dedication**”, and together with the Interest Dedication and the Crude Petroleum Dedication, the “**Dedications**”).

Producer acknowledges and agrees that the Dedications set forth above: (a) are intended to be covenants running with the Dedicated Area, the Crude Petroleum Dedication, the Produced Water Dedication and the Interest Dedication; (b) burden and touch and concern the Dedicated Area the Dedicated Interests; (c) are binding on any successor or assignee of Producer of all or any portion of the Dedicated Area, the Dedications or any Dedicated Interests; and (d) are for the benefit of Carrier and, without them, Carrier would have been unwilling to enter into this Agreement and perform its obligations hereunder. From and after the Effective Date, Producer shall cause any direct or indirect sale, assignment or conveyance of any Interests in the Dedicated Area that are subject to the Dedications to be made expressly subject to all of the terms of this Agreement and will cause any immediate successor or assignee to (i) acknowledge the terms and conditions of the Agreement (and this Memorandum), and (ii) assume and agree in the sale, assignment or conveyance to perform the obligations of Producer under the Agreement to the extent affected by the sale, assignment or conveyance. As of the effective date of any such sale, assignment or conveyance by Producer, each Party, together with Producer's successor assignee, will provide a novation of the Agreement in order to recognize and effectuate the assignees as successor to Producer of the respective rights and obligations under the novated agreement of Carrier, Producer, and Producer's successor or assignee. In the event of termination of the Agreement, the Dedications of Producer's Crude Petroleum and Produced Water shall automatically terminate, and, at either Party's request, the Parties shall execute and record a release of the Agreement and of this Memorandum.

As used in this Memorandum, the following terms have the following meanings:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such particular Person (where **"Control"** and grammatical variations thereof mean possession, directly or indirectly, of the power to direct or cause the direction of management, policies or action of a Person, whether by ownership of fifty percent (50%) or more of the securities (or partnership or other ownership interests) in such Person, by contract, or otherwise).

"Bonefish" includes the following assets currently owned by Crescent Louisiana Midstream, LLC (and operated by Carrier) in Louisiana: namely, the pipeline between GIGS at Grand Isle Louisiana and the St. James terminal in St. James Parish, Louisiana, along with all related fixtures, infrastructure, meters, connections and interconnections, servitudes, licenses, permits and assets for such pipeline.

"Crude Petroleum" has the meaning as defined in those tariffs for each of Bonefish and GIGS issued by Carrier, including both the rules and regulations tariffs applicable to each of Bonefish and GIGS and any tariff that sets forth additional Committed Rates for transportation on the Pipeline System, as such tariffs may be reissued, amended, supplemented or superseded by Carrier from time to time.

"Dedicated Area" means the following areas of the Gulf of Mexico, offshore Louisiana:

Area	Current Lease for such Area
West Delta, Block 73	OCS-G 1083
West Delta, Block 74	OCS-G 1084
West Delta, Block 91	OCS-G 1090
West Delta, Block 92	OCS-G 1091
West Delta, Block 93	OCS-G 1092

"Effective Date" means the Effective Time (as defined in the Purchase and Sale Agreement between the debtors in Bankruptcy Case No. 23-90324 in the United States Bankruptcy Court for the Southern District of Louisiana and Producer as approved by such Bankruptcy Court).

"GIGS" includes the assets currently owned by Crescent GIGS, LLC (and operated by Carrier) in Louisiana and offshore Gulf of Mexico that include approximately 147 miles of offshore pipelines with total capacity of 120,000 barrels per Day, a 16-acre onshore terminal with four storage tanks, oil and water separating facilities, and a saltwater disposal system with three injection wells, in each case, with all related fixtures, infrastructure, meters, connections and interconnections, servitudes, licenses, permits and assets. For clarity, **"GIGS"** includes the pipeline running from Producer's Platform A at West Delta Block 73 to the Grand Isle onshore terminal at Grand Isle in Jefferson Parish, Louisiana.

"Governmental Authority" means any government, any governmental, administrative or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision and any court, tribunal or judicial or arbitral body (in each case, federal, state, local, county, parish, tribal, or foreign, or, in the case of an arbitral body, whether governmental, public or private).

"Interests" means any and all right, title and interest in or to the Dedicated Area and Crude Petroleum and Produced Water in place under the Dedicated Area and the right to produce Crude Petroleum and Produced Water from the Dedicated Area, whether any or all such right, title or interest is now existing or hereafter acquired, and whether arising from fee ownership, working interest ownership, overriding royalty interests, mineral ownership, leasehold ownership, or arising from any pooling, unitization or communitization of any of the foregoing rights, (a) subject to any limitations as to term, depths or formations, (b) including any and all replacements or renewals entered into prior to termination, extensions, and amendments, (c) as may be enlarged by the discharge of any burdens or by the removal of any charges or encumbrances to which any of the same may be subject as of the Effective Date, and (d) as such rights may be decreased by the effect of the exercise of any Third Party rights to which the same may be subject as of the Effective Date.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, trust, estate, unincorporated organization or Governmental Authority.

"Pipeline System" means GIGS and Bonefish collectively.

"Produced Water" means all saltwater and other fluids emanating from a wellbore as a result of hydrocarbon production operations (but specifically excluding drilling and completion and any subsequent recompletion operations), including flowback water.

"Third Party" means any Person other than a Party or an Affiliate of a Party.

3. Producer acknowledges and agrees that the Dedications by Producer set forth in the Agreement (i) are binding on any successor or assignee of such Producer of all or any portion of the Dedicated Area, Dedicated Interests, Dedicated Crude, Dedicated Water and Dedications, (ii) are for the benefit of Carrier and, without such Dedications, Carrier would have been unwilling to enter into the Agreement and enter into its obligations thereunder and (iii) are intended to be real obligations and covenants running with Producer's Interests in the Dedicated Area. From and after the Effective Date, Producer shall cause any sale, assignment or conveyance of all or any of the Dedicated Interests, Dedicated Crude or Dedicated Water to be made expressly subject to all of the terms of the Agreement and will cause any successor or assignee to (x) acknowledge the terms and conditions of the Agreement; (y) acknowledge this Memorandum and (z) assume and agree to perform the obligations of Producer under the Agreement to the extent affected by the sale, assignment or conveyance.

4. The Agreement shall remain in full force and effect (and the term of the Agreement (the **"Term"**) shall be) from the Effective Date until the permanent cessation of the production of Crude Petroleum from the Dedicated Area, unless the Agreement is earlier terminated in accordance with the

Agreement.

5. Should any Person desire additional information regarding the Agreement, such Person should contact any Party at its address above.

6. This Memorandum (and any dispute or other matter arising out of or related to this Memorandum) shall be governed by and construed in accordance with the laws of the State of Louisiana, without giving any effect to its conflicts-of-laws principles.

7. In the event of any conflict between the Agreement and this Memorandum, the Agreement shall control.

8. The rights and obligations of the Agreement shall bind and inure to the respective successors and permitted assigns of the Parties. Neither Party may assign the Agreement or any of its rights or obligations under the Agreement without the other Party's prior written consent, which consent shall not be unreasonably conditioned, withheld or delayed; *provided, however*, that (a) either Party may assign the Agreement and all of its rights and obligations under the Agreement without the prior consent of the other Party (i) to an Affiliate or (ii) in connection with a change of Control of the assigning Party; (b) Producer may assign the Agreement and all of its rights and obligations under the Agreement without Carrier's prior consent in connection with the sale or other disposition of all or substantially all of Producer's Dedicated Interests (and any further assets covering or affecting the Crude Petroleum and Produced Water to be transported under the Agreement) and (c) Carrier may without Producer's prior consent assign the Agreement (and all of its rights and obligations under the Agreement) (i) with respect to GIGS (or the portion of GIGS used to transport Dedicated Crude) in connection with the sale or other disposition of all or substantially all of GIGS (or the portion of GIGS used to transport Dedicated Crude) and (ii) with respect to Bonefish in connection with the sale or other disposition of all or substantially all of Bonefish; provided further, that with respect to any permitted assignment under this sentence, the assigning Party shall nonetheless continue to be liable for all obligations under the Agreement notwithstanding such assignment. In addition, each Party shall be entitled, upon notice to the other Party but without the need for prior consent, to pledge or assign its rights under the Agreement to any lender as security in connection with any financing transaction.

9. This Memorandum may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute the same single agreement; for ease of recordation, convenience and otherwise, a signature page from one counterpart may be detached therefrom and attached to another counterpart. This Memorandum shall not be effective unless and until it is executed and delivered by both Parties.

[remainder of page intentionally blank; signature pages follow]

STATE OF TEXAS

COUNTY OF HARRIS

THUS DONE AND SIGNED by Carrier on this 15th day of January, 2024 (but effective as of the Effective Date) before me, the undersigned duly commissioned Notary Public in and for the foregoing jurisdiction, and the undersigned competent witnesses, who signed their names below together with Carrier and me, Notary, after a due reading of the whole.

Witnesses:

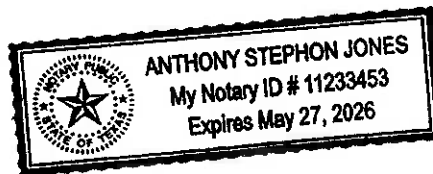
Crescent Midstream, LLC

Signature: Joan G. Seelman
Name printed: Joan G. Seelman

By: [Signature]
Name printed: J. J. ASHROFF
Title: CEO

Signature: [Signature]
Name printed: Bradford T. Laperouse

[Signature]
Notary Public, State of Texas
Full name printed: Anthony S Jones
Notarial Commission No. 11233453
My notarial commission expires May 27, 2026



STATE OF TEXAS
COUNTY OF HARRIS

THUS DONE AND SIGNED by Producer on this 15th day of January, 2024 (but effective as of the Effective Date) before me, the undersigned duly commissioned Notary Public in and for the foregoing jurisdiction, and the undersigned competent witnesses, who signed their names below together with Producer and me, Notary, after a due reading of the whole.

Witnesses:

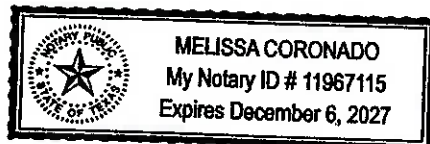
W&T Offshore, Inc.

Signature: Joan B. Seelman
Name printed: Joan B. Seelman

By: [Signature]
Name printed: Jonathan C. Curth
Title: Executive Vice President – General
Counsel and Corporate Secretary

Signature: [Signature]
Name printed: Bradford T. Caprouse

Melissa Coronado
Notary Public, State of Texas
Full name printed: Melissa Coronado
Notarial Commission No. 11967115
My notarial commission expires December 6, 2027



FILED AND RECORDED, JEFFERSON PARISH, LOUISIANA
12402159 DATE 1/19/2024 9:24:17 AM CB
JON M. GEGENHEIMER CLERK OF COURT & RECORDER
CERTIFIED TRUE COPY
BY [Signature]
DEPUTY CLERK & RECORDER
CB BOOK 3494 PAGE 139