

February 28, 2025

Ref: 7524-38249

**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 – West Delta 106, OCS-G 8735, West Delta 107, OCS-G 8736 and West Delta 111, OCS-G 15646

Ladies and Gentlemen:

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

Memorandum of Dedication and Transportation Services Agreement dated effective February 21, 2025 by and between Walter Oil & Gas Corporation (GOM No. 00730) (“Producer”) and Crescent Midstream, LLC (GOM No. 03218) (“Carrier”), affecting OCS-G 8735 (covering West Delta 106), OCS-G 8736 (covering West Delta 107) and OCS-G 15646 (covering West Delta 111).

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 each of the following leases: OCS-G 8735, OCS-G 8736 and OCS-G 15646. Also submitted is a pay.gov receipt for \$114 (\$38 x 3) 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

RECEIVED

ADJUDICATION SECTION

FEB 28 2025

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

**Received From :**

GORDON ARATA LAW FIRM  
201 ST. CHARLES AVENUE 40TH FL  
NEW ORLEANS, LA 70170-4000

**First VENDOR**

CRESCENT MIDSTREAM LLC

**First VENDEE**

WALTER OIL & GAS CORPORATION

**Index Type :** CONVEYANCE

**File Number :** 2025-00000562

**Type of Document :** MEMORANDUM

**Book :** 1485

**Page :** 919

**Recording Pages :** 8

## Recorded Information

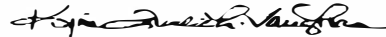
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Plaquemines Parish, Louisiana.

This instrument was eRecorded.

On (Recorded Date) : 02/28/2025

At (Recorded Time) : 10:08:31AM

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 02/28/2025 at 10:08:31  
Recorded in Book 1485 Page 919  
File Number 2025-00000562



Clerk of Court



**Return To :** GORDON ARATA LAW FIRM  
201 ST. CHARLES AVENUE 40TH FL  
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NEW ORLEANS, LA 70170-4000

## **Memorandum of Dedication and Transportation Services Agreement**

This Memorandum of Dedication and Transportation Services Agreement (this “**Memorandum**”) is made effective February 21, 2025 (the “**Effective Date**”) by and between **Crescent Midstream, LLC (“Carrier”)**, a Delaware limited liability company with a mailing address of 609 Main Street, Suite 3350, Houston, Texas 77002, and **Walter Oil & Gas Corporation (“Producer”)**, a Texas corporation with a mailing address of 1100 Louisiana Street, Suite 200, Houston, Texas 77002. Carrier and Producer are each sometimes hereinafter referred to individually as a “**Party**” and together as the “**Parties**”.

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

2. The purpose of this Memorandum is to place third Persons on notice that, pursuant and subject to the Agreement, Producer (on behalf of itself and its successors and assigns as to any or all of the Dedicated Interests and the Agreement) commits and exclusively dedicates for transportation on GIGS from the Origin to the GIGS Destination and on Bonefish from the GIGS Destination to the Bonefish Destination under the Agreement, for the Term:

(a) all Interests (i) now owned or controlled or hereinafter acquired or controlled by Producer or any of its Affiliates in the Dedicated Area and/or (ii) with respect to which Producer or any of its Affiliates has or acquires the right to market or sell Crude Petroleum produced from or attributable to the Dedicated Area (such Interests, the “**Dedicated Interests**”; and such dedication, the “**Interest Dedication**”); and

(b) all right, title and interest owned or controlled by Producer or any of its Affiliates (or any successors or assigns of any of the Dedicated Interests) in and to any Crude Petroleum that is produced and saved from any well now existing or hereafter drilled in or to the Dedicated Area and/or is available at a platform in the Dedicated Area (all such right, title and interest, the “**Dedicated Crude**”; and such dedication, the “**Crude Dedication**” and, together with the Interest Dedication, the “**Dedications**”).

As used in this Memorandum, the following terms (and, where used in this Memorandum, the plural thereof) 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 means 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 membership 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, interconnections, servitudes, licenses, permits and assets for such pipeline.

**“Bonefish Destination”** means the existing delivery point on Bonefish at the St. James Termination in St. James Parish, Louisiana for delivering Crude Petroleum from Bonefish.

**“Crude Petroleum”** has the meaning as defined in the Transportation Sheet(s).

**“Dedicated Area”** means (1) the Initial Dedicated Area and (2) any other lands or depths now or hereafter pooled or unitized with any or all portions of the Initial Dedicated Area.

**“GIGS”** includes (1) the assets currently owned by Crescent GIGS, LLC (and operated by Carrier) in and offshore Louisiana that include approximately 147 miles of offshore pipelines (including without limitation Pipeline Segment Nos. 4259, 4840, 5034, 5284, 6364, 7791, 8216, 18245, 19190, 21317 and 21318 on the outer continental shelf and the pipeline under State of Louisiana Pipeline Right-of-Way No. 1716) (and any future pipeline constructed or acquired by Crescent GIGS, LLC or Carrier as a replacement or reroute of any such existing pipeline (including without limitation any pipeline segments for a bypass around West Delta 73 A platform)); (2) a 16-acre onshore terminal at Grand Isle in Jefferson Parish, Louisiana with storage tanks, oil and water separating facilities and a saltwater disposal system with injection wells; (3) in each case, with all related fixtures, infrastructure, replacements, meters, connections, interconnections, rights of way, licenses, permits and assets.

**“GIGS Destination”** means the existing delivery point on GIGS at Grand Isle, Louisiana for delivering Crude Petroleum from GIGS into Bonefish.

**“Governmental Authority”** means any government, any governmental, administrative or regulatory entity, authority, officer, 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).

**“Initial Dedicated Area”** means the following blocks (or portions thereof) of the Gulf of Mexico, offshore Louisiana:

Block	Current Lease
All of Block 106, West Delta Area	OCS-G 08735
All of Block 107, West Delta Area	OCS-G 08736
NW1/4 of Block 111, West Delta Area	OCS-G 15646

**“Interests”** means any and all right, title and interest in or to (1) the Dedicated Area and (2) the Crude Petroleum under the Dedicated Area and the right to produce Crude Petroleum from the Dedicated Area (in case of (1) or (2), (a) 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 otherwise or from any pooling, unitization or communitization of any of the foregoing rights; (b) including any and all replacements, renewals, extensions and amendments; and (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).

**“Origin”** means the receipt point (to be constructed under the Agreement at a location acceptable to Carrier) for accepting Crude Petroleum from the Walter Lateral into GIGS.

**“Person”** means any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, trust, estate, unincorporated organization, Governmental Authority or other person or entity of any kind.

**“Pipeline System”** means GIGS and Bonefish collectively.

**“Service Commencement Time”** means the time (as specified in a written notice from Carrier to Producer or as otherwise agreed to in writing by the Parties) when Carrier is ready to accept Dedicated Production at the Origin for transportation on the Pipeline System under the Agreement.

**“Term”** has the meaning set forth in paragraph 4 below.

**“Transportation Sheet(s)”** means the transportation sheet(s) and tariff(s) for any or all of the Pipeline System now or hereafter issued by Carrier (including any rules and regulations transportation sheet or tariff applicable to any or all of the Pipeline System), as such transportation sheet(s) and tariff(s) may be reissued, amended, supplemented or superseded by Carrier from time to time.

**“Walter Lateral”** means the Crude Petroleum pipeline to be constructed by Producer under the Agreement to connect (i) a delivery point on Platform A on West Delta Block 106 with (ii) Segment 6364 of GIGS.

3. The Parties acknowledge and agree that the Dedications set forth in the Agreement (a) are intended to be covenants running with the Dedicated Area; (b) burden, touch and concern the Dedicated Area and the Dedicated Interests; (c) are binding on any successor or assignee of Producer as to all or any portions of the Dedicated Area, Dedications and Dedicated Interests; (d) are for the benefit of Carrier, who would have been unwilling to enter into the Agreement and perform its obligations thereunder without such Dedications; and (e) 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 direct or indirect sale, assignment or conveyance of any Dedicated Interests or Dedicated Crude to be made expressly subject to all of the terms of the Agreement and will cause any successor or assignee to (i) acknowledge the terms and conditions of the Agreement (and of this Memorandum) and (ii) assume and agree (in writing in such sale, assignment or conveyance) to perform the obligations of Producer under the Agreement to the extent affected by the sale, assignment or conveyance. In the event of termination of the Agreement, the Dedications shall automatically terminate, and, at either Party’s request, the Parties shall execute and record a release of the Agreement and of this Memorandum.

4. The term of the Agreement (the **“Term”**) shall be from the Effective Date through, unless earlier terminated in accordance with this Agreement, the end of the day is seven years after the end of the calendar month in which the Service Commencement Time occurs, at which time

this Agreement shall automatically renew annually (unless at least 180 days before the end of the then-applicable term, either Party delivers to the other Party a written notice of termination of the Agreement).

5. The Agreement also provides as follows: “if at any time during the Term Producer desires for any other Person to own (in whole or in part) any or all of the Walter Lateral, Producer shall notify Carrier of the terms and conditions for same; Carrier shall have a right of first refusal to obtain such ownership (on the same terms and conditions) by giving Producer a written notice to that effect within thirty Days after its receipt of written notice from Producer. Further, if at any time during the Term Producer desires for any other Person to operate any or all of the Walter Lateral, Carrier shall have a right of first refusal to obtain such operatorship by giving Producer a written notice to that effect within thirty Days after its receipt of written notice from Producer.”

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

7. 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.

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

9. The rights and obligations of the Agreement shall bind, and inure to the benefit of, each Party and its successors and permitted assigns. Neither Party may assign the Agreement or any of its rights 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) in connection with the sale or other disposition of all or substantially all of the Dedicated Interests and Dedicated Crude (and any further assets covering or affecting same), Producer may without Carrier’s further consent assign this Agreement (and all of its rights and obligations under this Agreement), (b) 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), Carrier may without Producer’s further consent assign all of its rights and obligations under this Agreement with respect to GIGS and (c) in connection with the sale or other disposition of all or substantially all of Bonefish (or the portion of Bonefish used to transport Dedicated Crude), Carrier may without Producer’s further consent assign all of its rights and obligations under this Agreement with respect to Bonefish. Nonetheless, the assigning Party shall continue to be liable for all its 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.

10. 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 27 day of February 2025 (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: Nadeem Hussain  
Name printed: NADEEM HUSSAIN

By: [Signature]  
Name printed: CHRIS KRAL  
Title: VICE PRESIDENT

Signature: Sheena Moore  
Name printed: Sheena Moore

[Note: neither the person signing above for Crescent nor the Notary is to sign above as a witness]

[Signature]  
Notary Public, State of Texas

Full name printed: Cynthia Cervantes

Notarial Commission No. 129202968

My notarial commission expires 06/27/2028

[SEAL]



STATE OF TEXAS

COUNTY OF HARRIS

THUS DONE AND SIGNED by Producer on this 27<sup>th</sup> day of February 2025 (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:

Walter Oil & Gas Corporation

Signature: Jeanette C. Dunn  
Name printed: Jeanette C. Dunn

By: C.J. Looke III  
Name printed: C.J. Looke, III  
Title: Vice President - Operations

*CE*  
*Jue*  
*for*

Signature: Jennifer Hill  
Name printed: Jennifer Hill

[Note: neither the person signing above for Walter  
nor the Notary is to sign above as a witness]

Lisa Martinez  
Notary Public, State of Texas

Full name printed: Lisa Martinez

Notarial Commission No. \_\_\_\_\_

My notarial commission expires \_\_\_\_\_

[SEAL]

