

May 30, 2025

Ref: 7524-38334

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 Block 133,
OCS-G 01106

Ladies and Gentlemen:

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

Memorandum of Dedication and Transportation Services Agreement effective April 1, 2025 executed by and among Arena Energy LLC (GOM No. 02417), Arena Offshore, LP (GOM No. 02628) and Crescent Midstream, LLC (GOM No. 03218), affecting OCS-G 01106 (covering West Delta Block 133)

This document should be categorized under “No. 7, Contracts, Agreements, and Conveyances”.

Please file this letter, together with the attached documents, in the non-required filings maintained for the following lease: OCS-G 01106. Also submitted is a pay.gov receipt for \$38 to cover the fees for filing this documents.

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
MAY 30 2025

Received From :

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

First VENDOR

ARENA ENERGY LLC

First VENDEE

CRESCENT MIDSTREAM LLC

Index Type : CONVEYANCE

File Number : 2025-00001448

Type of Document : MEMORANDUM

Book : 1487

Page : 1095

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.

This instrument was eRecorded.

On (Recorded Date) : 05/29/2025

At (Recorded Time) : 3:52:15PM

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 05/29/2025 at 3:52:15
Recorded in Book 1487 Page 1095
File Number 2025-00001448

Kim Turlich-Vaughan

Clerk of Court



Return To : GORDON ARATA LAW FIRM
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201 ST. CHARLES AVENUE 40TH FL
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 April 1, 2025 (the “**Effective Date**”) by and between **Arena Energy LLC**, a Texas corporation, and **Arena Offshore, LP**, a Delaware limited partnership, (collectively, “**Producer**”), each with a mailing address of 2103 Research Forest Drive, Suite 300 The Woodlands, Texas 77380, on the one hand and **Crescent Midstream, LLC** (“**Carrier**”), a Delaware limited liability company with a mailing address of 609 Main Street, Suite 3350, Houston, Texas 77002, on the other hand. Producer and Carrier 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, (2) any other aliquots or depths in which Producer holds or acquires any operating rights or record title (or other interest as to which Producer may take Crude Petroleum production in kind) during the Term in any of the blocks included in the Initial Dedication Area, (3) each other block (or portion thereof) in which Producer holds or acquires any operating rights or record title (or other interest as to which Producer may take Crude Petroleum production in kind) during the Term and that is located within ten miles of any portion of the Initial Dedicated Area; and (4) any other lands or depths now or hereafter pooled or unitized with any or all portions of the composite of the areas in clauses (1), (2) and (3).

“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 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); (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; and (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 one or more blocks (or portions thereof) of the Gulf of Mexico, offshore Louisiana:

Block	Current Lease
South Half of Block 133, West Delta Area, South Addition, from the surface of the earth down to the stratigraphic equivalent depth of 10,923' TVD (being the total depth drilled in the Newfield Exploration Company – OCS-G 01106 No. F-11 Well, plus one hundred feet)	OCS-G 01106

“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 on GIGS for accepting Crude Petroleum at the subsea tie-in Mississippi Canyon Block 268 from the Renaissance 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.

“Renaissance Lateral” means the 8" pipeline (BSEE Segment No. 15823 under Right-of-Way No. OCS-G 28573) that is currently operated by Renaissance Offshore, Inc., runs from West Delta 152 Platform A to an 8" subsea tie-in with GIGS in Mississippi Canyon 268 and receives Crude Petroleum at its point of origin from the Initial Dedication Area through a 6" pipeline currently operated by Arena Offshore, LP (BSEE Segment No. 15816 under Right-of-Way No. OCS-G 26845).

“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.

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 five 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 90 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. 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 benefit of, each Party and its successors and permitted assigns. Producer shall not assign the Agreement or any of its rights under the Agreement without Carrier's prior written consent, which consent shall not be unreasonably conditioned, withheld or delayed; **provided, however**, that in connection with the sale of all Dedicated Interests and Dedicated Crude (and any further assets covering or affecting same) where such buyer agrees as part of the sale (in a writing delivered to Carrier) to assume all obligations of Producer under the Agreement, Producer may without Carrier's further consent assign to such buyer all of its rights under the Agreement. Nonetheless, the assigning Party shall continue to be liable for all its obligations under the Agreement notwithstanding such assignment. In addition, Producer shall be entitled, upon written notice to Carrier 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 28 day of May, 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: [Signature]
Name printed: Aisha Black

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

Signature: [Signature]
Name printed: Shenna Moore

[Note: neither the person signing above for Crescent
nor the Notary is also 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 06/28/2025

[SEAL]

STATE OF TEXAS

COUNTY OF HARRIS

THUS DONE AND SIGNED by Producer on this 22 day of May, 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:

Arena Energy, LLC

Signature: [Signature]

Name printed: Tim Sanchez

By: [Signature] ^{CAS}

Name printed: Christopher Capsimalis ^{PRO}

Title: SVP, Business Development

Signature: [Signature]

Name printed: Lindsey Foica

Arena Offshore, LP

By: [Signature] ^{WY}

Name printed: Brent Ozanne

Title: CEO

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

[Signature]
Notary Public, State of Texas

Full name printed: Viviana A. Bravo

Notarial Commission No. 129116277

My notarial commission expires April 2, 2029

[SEAL]

