

KUSA Inc.
711 Louisiana, Suite 2050
Houston, TX 77002

VIA EMAIL (boemadjudication@boem.gov)

Bureau of Ocean Energy Management
Adjudication Unit
1201 Elmwood Park Boulevard, MS 5421
New Orleans, LA 70123-2390

RE: Non-Required Filing

Ladies and Gentlemen,

Enclosed please find one (1) copy of the following document:

Title of Document: Act of Clarification, Stipulation, and Acknowledgment

Identities of Parties to the Document: By and between LLOG Deepwater Development Company II, L.L.C.,
Five Branches, L.L.C., and GABA, L.L.C.

Leases Affected: OCS-G 25098 – Mississippi Canyon 546

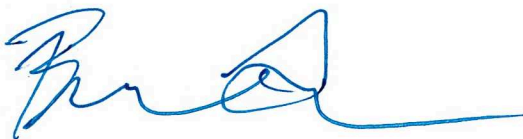
Category to be filed: 1 = Mortgages, Deed of Trust, Security Agreement

Service Fees: pay.gov receipt in payment of the fee incurred by this request is attached.

Once this document has been filed as requested, I would appreciate your stamping and returning one (1)
copy to my attention via email: bailey.fee@karoonenergy.com

In the meantime, please do not hesitate to contact me should you have any questions or need any
additional information (713) 203-9261.

Kind regards,



Bailey M. Fee
Senior Commercial Manager

ACT OF CLARIFICATION, STIPULATION, AND ACKNOWLEDGMENT

STATE OF LOUISIANA §
 §
PARISH OF PLAQUEMINES §

THIS ACT OF CLARIFICATION, STIPULATION, AND ACKNOWLEDGMENT (this "**Clarification**") is entered into on August 21, 2024, but made effective for all purposes as of November 2, 2023 (the "**Effective Date**"), by and among **LLOG Deepwater Development Company II, L.L.C.**, a Delaware limited liability company ("**LDDC II**"), **Five Branches, L.L.C.**, a Louisiana limited liability company ("**Five Branches**"), and **GABA, L.L.C.**, a Louisiana limited liability company ("**GABA**"); GABA, together with Five Branches, collectively, the "**Mortgagees**").

WHEREAS, reference is made to that certain Mortgage, Assignment of As-Extracted Collateral and Security Agreement, dated as of November 2, 2023, by and between LDDC II, as mortgagor, and the Mortgagees, as mortgagees (the "**Mortgage**"), which Mortgage was recorded on November 2, 2023, in Mortgage Book 844, Page 571, under File No. 2023-00003689, Plaquemines Parish, Louisiana;

WHEREAS, the Mortgage covers and affects, among other property more particularly described therein, all of LDDC II's right, title and interest in and to the following federal outer continental shelf oil and gas lease (the "**Lease**");

Oil and Gas of Submerged Lands under the Outer Continental Shelf Lands Act, effective as of July 1, 2003, bearing Serial No. OCS-G 25098, granted by the United States of America, as Lessor, in favor of Nexen Petroleum Offshore U.S.A. Inc., as Lessee, covering all of Block 546, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, recorded on May 9, 2012, in Conveyance Book 1268, Page 708, under File No. 2012-00001856, Plaquemines Parish, Louisiana;

WHEREAS, the Mortgage also covers and affects all of LDDC II's right, title and interest in and to all other real/immovable and personal/movable property associated with the Lease (the "**Other Property**"), all as such Other Property is further described in the Mortgage (the Lease together with the Other Property, collectively, the "**Mortgaged Property**");

WHEREAS, at the time LDDC II granted the Mortgage, it owned the following described interests in and to the Lease (collectively, the "**Original Depths**") and the other Mortgaged Property associated therewith:

- a. The Lease, INsofar and ONLY INsofar and the Lease covers and affects the E/2 of Block 546, Mississippi Canyon, from 13,000' SSTVD down to 18,500' SSTVD:

LDDC II Working Interest: 24.75000%

- b. The Lease, INsofar and ONLY INsofar and the Lease covers and affects the W/2 of Block 546, Mississippi Canyon, from 13,000' SSTVD down to 18,500' SSTVD:

LDDC II Working Interest: 12.37500%

WHEREAS, in connection with the Mortgage, filings may have been made in the Uniform Commercial Code records of various jurisdictions (collectively, the "**UCC Filings**"; the UCC Filings together with the Mortgage, collectively, the "**Existing Lien Documents**");

WHEREAS, subsequent to the creation of the Mortgage, LDDC II and all of the other owners of interests in the Lease, namely CNOOC Petroleum Offshore U.S.A. Inc. ("**CNOOC**"), Eni Petroleum US LLC ("**Eni**"), Westlawn GOM Asset 4 Holdco LLC ("**Westlawn**"), LLOG Omega Holdings, L.L.C. ("**LOH**"), and KUSA Inc. ("**KUSA**"); KUSA together with CNOOC, Eni,

Westlawn, and LOH, collectively, the “*Other Lease Owners*”), along with LLOG Exploration Offshore, L.L.C., entered into various agreements, assignments and reassignments of working interests in and to the Lease (the “*Agreements*”), as more particularly described on Exhibit A, attached hereto, whereby, among other things:

- a. CNOOC acquired all of LDDC II and the Other Lease Owners’ interests in and to the Lease (and other property associated therewith) pursuant to, and as described in, the assignments identified as Item Nos. 3 through 10 of Exhibit A (the “*Original Depth Assignments*”), resulting in CNOOC’s ownership of 100% of interests in the Lease;
- b. All operating rights interests merged back into the record title of the Lease; and
- c. CNOOC subsequently re-assigned certain of its interests in and to the Lease (and other property associated therewith) to LDDC II and the Other Lease Owners pursuant to, and as described in, the assignments identified as Item Nos. 11 through 16 of Exhibit A (the “*Revised Depth Assignments*”);

WHEREAS, at the time of the Original Depth Assignments, LDDC II’s interests in the Original Depths and the other Mortgaged Property was burdened by the Existing Lien Documents;

WHEREAS, as a result of the Revised Depth Assignments, the various interests in the Lease owned by all of the Other Lease Owners therein could potentially be burdened by the Existing Lien Documents;

WHEREAS, it was not the intent of LDDC II nor the Mortgagees that the Existing Lien Documents, after giving effect to the consummation of the transactions contemplated by the Agreements (the “*Transaction*”), burden or otherwise affect any interests in the Lease owned by any of the Other Lease Owners; and

WHEREAS, LDDC II and the Mortgagees desire to clarify and stipulate that, after giving effect to consummation of the Transaction, the Existing Lien Documents only encumber and effect LDDC II’s interests in the Lease, as described hereinafter, and that the Existing Lien Documents do not burden otherwise affect any interests in the Lease owned by any of the Other Lease Owners.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by LDDC II and the Mortgagees, and in order that the public records accurately reflect the intent of LDDC II and the Mortgagees, as set forth herein, LDDC II and the Mortgagees, as of the Effective Date, do hereby and by these presents stipulate to, acknowledge, and agree to the following:

1. Solely to the extent necessary to clarify the public records to reflect same, LDDC II and the Mortgagees do hereby CLARIFY and STIPULATE that, after giving effect to the consummation of the Transaction, the Existing Lien Documents shall (i) only encumber and otherwise affect the interests in and to the Lease owned by LDDC II, which are described as follows, and (ii) not encumber or otherwise affect, in any manner whatsoever, any interests in the Lease owned by any of the Other Lease Owners:

- a. The Lease, INsofar AND ONLY INsofar as the Lease covers the E/2 of Block 546, Mississippi Canyon, from 12,915’ TVDSS down to 18,415’ TVDSS:

LDDC II Working Interest: 24.75000%

- b. The Lease, INsofar AND ONLY INsofar as the Lease covers the W/2 of Block 546, Mississippi Canyon, from 12,915’ TVDSS down to 18,415’ TVDSS:

LDDC II Working Interest: 12.37500%

2. Solely to the extent necessary, the Mortgagees do hereby RELEASE and DISCHARGE from the effect of the Existing Lien Documents any and all interests in the Lease owned by the Other Lease Owners (i.e., CNOOC, Eni, KUSA, LOH, and Westlawn) that may be burdened by or otherwise affected thereby.

3. LDDC II does hereby acknowledge, confirm, agree, and stipulate that, as of the Effective Date, the Existing Lien Documents burdened, and will continue to burden, all of its ownership interests in and to the Lease, as provided in such Existing Lien Documents and in this Clarification.
4. The Mortgagees hereby authorize the filing/recording of any and all uniform commercial code amendments for filing/recording in the relevant jurisdictions noted herein, to reflect the party's intent contemplated hereby.
5. This Clarification may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.
6. Each of the parties hereto agrees to execute, acknowledge, and deliver to the other such further instruments, and to take such other actions, as may reasonably be requested in order to carry out the intent of this Clarification.

[Signatures to follow]

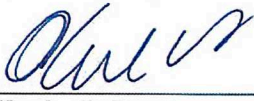
IN WITNESS WHEREOF, this Clarification is hereby executed by the undersigned party in the presence of the undersigned competent witnesses on August 26, 2024, but shall be effective for all purposes as set forth above as of the Effective Date.

LLOG DEEPWATER DEVELOPMENT
COMPANY II, L.L.C.

WITNESSES:


Printed Name: LISA Keller


Printed Name: Joshua Graffagnini

By: 
Kemberlia Ducote 76
Secretary

ACKNOWLEDGEMENT

STATE OF LOUISIANA

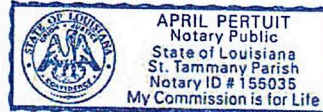
PARISH OF ST. TAMMANY

On this 26th day of August, 2024, before me appeared **Kemberlia Ducote**, to me personally known, who, being by me duly sworn, did say she is the **Secretary** of **LLOG DEEPWATER DEVELOPMENT COMPANY II, L.L.C.**, a Delaware limited liability company, and that the foregoing instrument was executed on behalf of that limited liability company by authority of its Members, and she also acknowledged said instrument to be the free act and deed of said limited liability company.



NOTARY PUBLIC

My commission is for life.




IN WITNESS WHEREOF, this Clarification is hereby executed by the undersigned party in the presence of the undersigned competent witnesses on August 21, 2024, but shall be effective for all purposes as set forth above as of the Effective Date.

WITNESSES:

FIVE BRANCHES, L.L.C.


Printed Name: CONNIE Whitmore

By: 
Edward J. Castaing, Jr.
Manager


Printed Name: DEBRA BERTRAND FOX

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF ~~ST. TAMMANY~~ ORLEANS

On this 27th day of August, 2024, before me appeared **Edward J. Castaing, Jr.**, to me personally known, who, being by me duly sworn, did say he is the **Manager of Five Branches, L.L.C.**, a Louisiana limited liability company, and that the foregoing instrument was executed on behalf of that limited liability company by authority of its Members, and he also acknowledged said instrument to be the free act and deed of said limited liability company.


NOTARY PUBLIC

My commission is for life.

James A Holmes
Notary Public
State of Louisiana
LA Bar Number: 20571
My Commission is Issued for Life

IN WITNESS WHEREOF, this Clarification is hereby executed by the undersigned party in the presence of the undersigned competent witnesses on August 26, 2024, but shall be effective for all purposes as set forth above as of the Effective Date.

WITNESSES:

GABA, L.L.C.

Lisa Keller
Printed Name: LISA Keller

By: *Kemberlia Ducote*
Kemberlia Ducote
Manager 26

Joshua Graffagnini
Printed Name: Joshua Graffagnini

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

On this 26th day of August, 2024, before me appeared **Kemberlia Ducote**, to me personally known, who, being by me duly sworn, did say she is the **Manager** of **GABA, L.L.C.**, a Louisiana limited liability company, and that the foregoing instrument was executed on behalf of that limited liability company by authority of its Members, and she also acknowledged said instrument to be the free act and deed of said limited liability company.

April Pertuit
NOTARY PUBLIC

My commission is for life.



EXHIBIT A

attached to and made a part of that certain Act of Clarification, Stipulation, and Acknowledgment, effective November 2, 2023, by and among LLOG Deepwater Development Company II, L.L.C., Five Branches, L.L.C., and GABA, L.L.C.

Agreements

1. Letter Agreement, re: Mississippi Canyon Block 546 (OCS-G 25098), dated December 15, 2023, effective November 1, 2023, and between Eni Petroleum US LLC ("**Eni**"), CNOOC Petroleum Offshore U.S.A. Inc. ("**CNOOC**"), and LLOG Exploration Offshore, L.L.C. ("**LEO**").
2. Letter Agreement, re: Offer to Acquire Interest, dated December 27, 2023, by and between LEO, LLOG Omega Holdings, L.L.C. ("**LOH**"), LLOG Deepwater Development Company II, L.L.C. ("**LDDC II**"), Westlawn GOM Asset 4 Holdco LLC ("**Westlawn**"), and KUSA Inc. ("**KUSA**").
3. Assignment of Operating Rights Interest in Federal OCS Oil and Gas Lease, effective as of November 1, 2023, by and among LOH, LDDC II, Westlawn, and KUSA, as Assignors, and CNOOC, as Assignee, covering the E/2 of Block 546, Mississippi Canyon, from 13,000' SSTVD down to 18,500' SSTVD (the "**Original E/2 Depths**"), filed with the Bureau of Ocean Energy Management ("**BOEM**") on February 1, 2024, approved by BOEM on May 13, 2024.
4. Assignment of Operating Rights Interest, effective as of November 1, 2023, by and among LOH, LDDC II, Westlawn, and KUSA, as Assignors, and CNOOC, as Assignee, covering the Original E/2 Depths, recorded on February 1, 2024, in Conveyance Book 1472, Page 1042, under File No. 2024-00000325, Plaquemines Parish, Louisiana.
5. Assignment of Operating Rights Interest in Federal OCS Oil and Gas Lease, effective as of November 1, 2023, by and among LOH, LDDC II, Westlawn, and KUSA, as Assignors, and CNOOC, as Assignee, covering the W/2 of Block 546, Mississippi Canyon, from 13,000' SSTVD down to 18,500' SSTVD (the "**Original W/2 Depths**"), filed with BOEM on February 1, 2024, approved by BOEM on May 13, 2024.
6. Assignment of Operating Rights Interest, effective as of November 1, 2023, by and among LOH, LDDC II, Westlawn, and KUSA, as Assignors, and CNOOC, as Assignee, covering the Original W/2 Depths, recorded on February 1, 2024, in Conveyance Book 1472, Page 1049, under File No. 2024-00000326, Plaquemines Parish, Louisiana.
7. Assignment of Operating Rights Interest in Federal OCS Oil and Gas Lease, effective as of November 1, 2023, by and between Eni, as Assignor, and CNOOC, as Assignee, covering the N/2 of Block 546, Mississippi Canyon, from the surface down to the subsea depth of 13,000' (the "**Original N/2 Depths**"), filed with BOEM on February 1, 2024, approved by BOEM on May 13, 2024.
8. Assignment of Operating Rights Interest, effective as of November 1, 2023, by and between Eni, as Assignor, and CNOOC, as Assignee, covering the Original N/2 Depths, to be recorded in the conveyance records of Plaquemines Parish, Louisiana.
9. Assignment of Operating Rights Interest in Federal OCS Oil and Gas Lease, effective as of November 1, 2023, by and between Eni, as Assignor, and CNOOC, as Assignee, covering the S/2 of Block 546, Mississippi Canyon, from the surface down to the subsea depth of 13,000' (the "**Original S/2 Depths**"), filed with BOEM on February 1, 2024, approved by BOEM on May 13, 2024.
10. Assignment of Operating Rights Interest, effective as of November 1, 2023, by and between Eni, as Assignor, and CNOOC, as Assignee, covering the Original S/2 Depths, to be recorded in the conveyance records of Plaquemines Parish, Louisiana.
11. Assignment of Operating Rights Interest in Federal OCS Oil and Gas Lease, effective as of November 1, 2023, by and among CNOOC, as Assignor, and LOH, LDDC II, Westlawn, and

KUSA, as Assignees, covering the E/2 of Block 546, Mississippi Canyon, from 12,915' TVDSS down to 18,415' TVDSS (the "**Revised E/2 Depths**"), filed with BOEM on February 1, 2024, approved by BOEM on June 21, 2024.

12. Assignment of Operating Rights Interest, effective as of November 1, 2023, by and among CNOOC, as Assignor, and LOH, LDDC II, Westlawn, and KUSA, as Assignees, covering the Revised E/2 Depths, recorded on February 1, 2024, in Conveyance Book 1472, Page 1056, under File No. 2024-00000327, Plaquemines Parish, Louisiana.
13. Assignment of Operating Rights Interest in Federal OCS Oil and Gas Lease, effective as of November 1, 2023, by and among CNOOC, as Assignor, and LOH, LDDC II, Westlawn, and KUSA, as Assignees, covering the W/2 of Block 546, Mississippi Canyon, from 12,915' TVDSS down to 18,415' TVDSS (the "**Revised W/2 Depths**"), filed with BOEM on February 1, 2024, approved by BOEM on June 21, 2024.
14. Assignment of Operating Rights Interest, effective as of November 1, 2023, by and among CNOOC, as Assignor, and LOH, LDDC II, Westlawn, and KUSA, as Assignees, covering the Revised W/2 Depths, recorded on February 1, 2024, in Conveyance Book 1472, Page 1063, under File No. 2024-00000328, Plaquemines Parish, Louisiana.
15. Assignment of Operating Rights Interest in Federal Oil and Gas Lease, effective as of November 1, 2023, by and between CNOOC, as Assignor, and Eni, as Assignee, covering all of Block 546, Mississippi Canyon, from the surface down to 12,915' TVDSS (the "**Revised Shallow Depths**"), to be recorded in the conveyance records of Plaquemines Parish, Louisiana.
16. Assignment of Operating Rights Interest, effective as of November 1, 2023, by and between CNOOC, as Assignor, and Eni, as Assignee, covering the Revised Shallow Depths, to be recorded in the conveyance records of Plaquemines Parish, Louisiana.