

October 23, 2024

Ref: 7524-38183

**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 – Mississippi Canyon 460, OCS-G 18245; Mississippi Canyon 502, OCS-G 24084; Mississippi Canyon 503, OCS-G 27277; and Mississippi Canyon 546, OCS-G 25098

Ladies and Gentlemen:

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

Memorandum of Dedication and Transportation Services Agreement effective October 17, 2024 executed by and between Eni Petroleum US LLC (GOM No. 02361) and Crescent Midstream, LLC (GOM No. 03218) affecting OCS-G 18245 (covering Mississippi Canyon 460); OCS-G 24084 (covering Mississippi Canyon 502), OCS-G 27277 (covering Mississippi Canyon 503) and OCS-G 25098 (covering Mississippi Canyon 546).

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 18245; OCS-G 24084; OCS-G 27277; and OCS-G 25098. Also submitted is a pay.gov receipt for \$136 (\$34 x 4) 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  
OCT 24 2024

**Received From :**

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

**First VENDOR**

ENI PETROLEUM US LLC

**First VENDEE**

CRESCENT MIDSTREAM LLC

**Index Type :** CONVEYANCE

**File Number :** 2024-00004105

**Type of Document :** MEMORANDUM

**Book :** 1483 **Page :** 37

**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) : 10/23/2024

At (Recorded Time) : 2:17:37PM

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 10/23/2024 at 2:17:37  
Recorded in Book 1483 Page 37  
File Number 2024-00004105



Clerk of Court



**Return To :** GORDON ARATA LAW FIRM  
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NEW ORLEANS, LA 70170-4000

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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 October 17, 2024 (the “*Effective 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 **Eni Petroleum US LLC** (“*Producer*”), a Delaware limited liability company with a mailing address of 1200 Smith Street, Suite 1700, 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 (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 GIGS from the Origin to the Destination under the Agreement, for the Term at and after the Actual Service Time:

(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 that is now existing or hereafter drilled 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:

“*Actual Service Time*” means the time and date when the GIGS Extension is placed into service, as specified in writing by Carrier to Producer.

“*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.

“*Crude Petroleum*” means any mixture of hydrocarbons, regardless of gravity, originally and naturally occurring as liquids at the wellhead and also all condensate, distillate and other liquid hydrocarbons recovered by use of conventional separators.

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

| <b>Block</b>  | <b>Current Lease</b> |
|---|----------------------|
| Mississippi Canyon Block 460  | OCS-G 18245          |
| Mississippi Canyon Block 502 (excluding therefrom all depths in S1/2SE1/4SE1/4 and NE1/4SE1/4SE1/4 of such block at or below 13,000' TVDSS) | OCS-G 24084          |
| NW1/4NE1/4NE1/4, NE1/4NE1/4NE1/4 and SE1/4NE1/4NE1/4 of Mississippi Canyon Block 503 from surface down to and including 18,000' TVDSS       | OCS-G 27277          |
| Mississippi Canyon Block 546 (excluding therefrom, all depths therein from 12,915' TVDSS down to 18,415' TVDSS)                             | OCS-G 25098          |

“**Destination**” means the existing delivery point on GIGS at Grand Isle, Louisiana for delivering Crude Petroleum from GIGS into Bonefish (or any intermediate or new delivery point for delivering Crude Petroleum from GIGS agreed by the mutual written agreement of the Parties).

“**Existing GIGS System**” 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**” means the Existing GIGS System plus the GIGS Extension.

“**GIGS Extension**” means the pipeline to be constructed by Carrier under the Agreement to connect (1) at its upstream end with Producer’s Pipeline at a subsea connection point in South Pass Block 89 and (2) at its downstream end with Segment 6364 of the Existing GIGS System at a subsea connection point in South Pass Block 94.

“**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 (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) for accepting Crude Petroleum into the GIGS Extension (and thus also into GIGS) at the subsea interconnection with Producer’s Pipeline in South Pass Block 89.

“**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.

“**Producer’s Pipeline**” means Producer’s existing twelve-inch (12") Crude Petroleum pipeline (Segment 13317) that extends across South Pass Block 89.

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

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 Agreement shall be effective as of the Effective Date (except that the transportation services thereunder and all related obligations and rights of the Parties thereunder with respect thereto shall commence as of the Actual Service Time). 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 four (4) years after the end of the calendar month in which the Actual Service Time occurs, at which time this Agreement shall automatically renew annually (unless at least one-hundred eighty (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. 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. 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) Producer may without Carrier’s

further consent assign the Agreement (and all of its rights and obligations under the Agreement) 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) and (b) Carrier may without Producer's further consent assign the Agreement (and all of its rights and obligations under the Agreement) 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). 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.

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 17<sup>th</sup> day of October, 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: [Signature]  
Name printed: Art Valencia

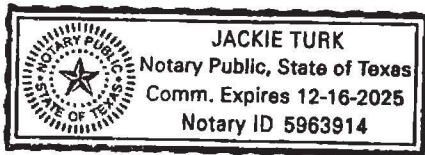
By: [Signature]  
Name printed: Chris Kral  
Title: VP

Signature: [Signature]  
Name printed: Angie Wiese

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

[Signature]  
Notary Public, State of Texas  
Full name printed: JACKIE TURK  
Notarial Commission No. 5963914  
My notarial commission expires 12-16-2025

[SEAL]





STATE OF TEXAS

COUNTY OF HARRIS

THUS DONE AND SIGNED by Producer on this 17<sup>th</sup> day of October, 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:

**Eni Petroleum US LLC**

Signature: [Handwritten Signature]  
Name printed: Art Valencia

By: [Handwritten Signature]  
Name printed: Massimo Insulla  
Title: President and CEO

Signature: [Handwritten Signature]  
Name printed: Angie Wiese

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

[Handwritten Signature]  
Notary Public, State of Texas  
Full name printed: JACKIE TURK  
Notarial Commission No. 5963914  
My notarial commission expires 12-16-2025

[SEAL]

