



Exploration Offshore, L.L.C.

RECEIVED
ADJUDICATION SECTION
NOV 14 2024

November 14, 2024

VIA EMAIL

Bureau of Ocean Energy Management
Gulf of Mexico OCS Region
1201 Elmwood Park Blvd., MS WS 231A
New Orleans, Louisiana 70123-2394

ATTN: Adjudication Unit

**RE: Ratification, Second Amendment and Joinder of Memorandum of Offshore Operating Agreement, Mortgage, Assignment of Lease, Pledge, Security Agreement and Financing Statement
OCS-G 24084 (MC 502)**

Ladies and Gentlemen:

Enclosed please find the following document:

Title of Document: Ratification, Second Amendment and Joinder of Memorandum of Offshore Operating Agreement, Mortgage, Assignment of Lease, Pledge, Security Agreement and Financing Statement

Identities of Parties to the Document: By and between LLOG Exploration Offshore, L.L.C., LLOG Deepwater Development Company II, L.L.C., Westlawn Asset GOM 4 Holdco LLC and KUSA Inc.

Lease Affected: OCS-G 24084 (MC 502)

Category to be Filed: 3 = UCC Filings and Financial Statement

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. In the meantime, please do not hesitate to contact me should you have any questions or need any additional information at (985) 801-4794 or rachael.francioni@llog.com.

Yours very truly,

LLOG Exploration Offshore, L.L.C.

Rachael L. Francioni
Land Specialist

Attachment

Plaquemines Parish Recording Page

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

RECEIVED
ADJUDICATION SECTION
NOV 14 2024

Received From :

LLOG EXPLORATION CO LLC
1001 OCHSNER BLVD STE 100
COVINGTON, LA 70433

First VENDOR

LLOG EXPLORATION OFFSHORE LLC

First VENDEE

LLOG EXPLORATION OFFSHORE LLC

Index Type : CONVEYANCE

File Number : 2024-00004228

Type of Document : RATIFICATION

Book : 1483

Page : 400

Recording Pages : 11

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) : 11/07/2024

At (Recorded Time) : 1:25:13PM

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 11/07/2024 at 1:25:13
Recorded in Book 1483 Page 400
File Number 2024-00004228



Clerk of Court



Return To : LLOG EXPLORATION CO LLC
1001 OCHSNER BLVD STE 100
COVINGTON, LA 70433

Plaquemines Parish Recording Page

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1001 OCHSNER BLVD STE 100
COVINGTON, LA 70433

**RATIFICATION, SECOND AMENDMENT AND JOINDER OF DECLARATION AND
MEMORANDUM OF
OPERATING AGREEMENT, MORTGAGE, ASSIGNMENT OF LEASE,
PLEDGE, SECURITY AGREEMENT AND FINANCING STATEMENT**

This Ratification, Second Amendment and Joinder of Declaration and Memorandum of Operating Agreement, Mortgage, Assignment of Lease, Pledge, Security Agreement and Financing Statement (the “*Second Amendment*”) is made effective as of October 1, 2023 and entered into by and among LLOG Exploration Offshore, L.L.C., (“*LEO*”), LLOG Deepwater Development Company II, L.L.C. (“*LDDC*”), Westlawn GOM Asset 4 Holdco LLC (“*Westlawn*”), and KUSA Inc. (“*KUSA*”), collectively referred to herein as “*Parties*” and individually as a “*Party*”.

WHEREAS, by instrument dated effective January 1, 2023, LEO and Deepwater Development Company, LLC (“*DDC*”) entered into that certain Offshore Operating Agreement (the “*OOA*”) having a contract area consisting of the SE/4 SE/4 SE/4, SW/4 SE/4 SE/4 and NE/4 SE/4 SE/4 of Mississippi Canyon 502, from 13,000' TVDSS down to and including 99,999' TVDSS, covered by lease bearing serial number OCS-G 24084, such area and lease is hereinafter referred to as the “*Lease*” and such contract area hereinafter referred to as the “*MC 502 Prospect*”;

WHEREAS, by instrument dated effective January 1, 2023, LEO and DDC entered into that certain Memorandum of Offshore Operating Agreement, Mortgage, Assignment of Lease, Pledge, Security Agreement and Financing Statement (the “*Original Memorandum*”) for the MC 502 Prospect, which Memorandum was filed in the non-required records of the Bureau of Ocean Energy Management (“*BOEM*”) for the Lease on February 22, 2024, and recorded in the Plaquemines Parish, Louisiana records as follows:

**Plaquemines Parish, Louisiana
(Original MOA)**

INDEX TYPE	BOOK	PAGE	NUMBER
Mortgage	841	81	2023-00002835
Conveyance	1467	765	2023-00002835

WHEREAS, financing statements under the Uniform Commercial Code were filed in connection with the Original Memorandum in the non-required records of the BOEM for the Lease on August 16, 2023, and in the records of Plaquemines Parish, Louisiana and the Offices of the Secretary of State for the States of Delaware and Louisiana, as follows:

Plaquemines Parish, Louisiana

INDEX TYPE	BOOK	PAGE	NUMBER
UCC	3823	1650	2023-00002836

Offices of the Secretary of State

STATE	NUMBER
Delaware	2023 5622161
Louisiana	38-23-1650

WHEREAS, by instrument dated effective October 1, 2023, LEO, LOH, LDDC and Westlawn entered into that certain Ratification, First Amendment and Joinder of Memorandum of Offshore Operating Agreement, Mortgage, Assignment of Leases, Pledge, Security Agreement, and Financing Statement (the “*First Amendment*,” the First Amendment, together with the Original Memorandum, collectively, the “*Memorandum*”), to amend the Original Memorandum, which First Amendment was filed in the non-required records of the BOEM for the Lease on January 12, 2024, and recorded in the Plaquemines Parish, Louisiana records as follows:

Plaquemines Parish, Louisiana
(MOA First Amendment)

INDEX TYPE	BOOK	PAGE	NUMBER
Mortgage	845	1146	2023-00004208
Conveyance	1471	381	2023-00004208

WHEREAS, financing statement amendments under the Uniform Commercial Code were filed in connection with the First Amendment in the records of Plaquemines Parish, Louisiana and the Offices of the Secretary of State for the States of Delaware and Louisiana, as follows:

Plaquemines Parish, Louisiana

INDEX TYPE	BOOK	PAGE	NUMBER
UCC	3824	193	2024-00000257
UCC	3824	206	2024-00000258
UCC	3824	209	2024-00000259
UCC	3824	222	2024-00000260
UCC	3824	225	2024-00000261

Offices of the Secretary of State

STATE	NUMBER
Delaware	20240524213
	20240524312
	20240524437
Louisiana	38-24-193
	38-24-206
	38-24-209
	38-24-222

WHEREAS, the Memorandum provides for liens on and security interests in the lands and leases covered by the MC 502 Prospect, and in tangible and intangible personal property related to the development of same (all such lands, lease, and tangible and intangible property, as further and more particularly described in the Memorandum, collectively referred to herein as the “*Property*”);

WHEREAS, by Assignment and Bill of Sale dated effective October 1, 2023, LEO conveyed an undivided 30.00% of 8/8ths right, title and interest in and to the Lease to KUSA;

WHEREAS, by instrument dated effective as of October 1, 2023, KUSA ratified, adopted, and confirmed the terms and provisions of the OOA and thus became bound to same as if it was an original signatory party; and

WHEREAS, the parties to the Memorandum agree therein that a person having an interest in the Lease can ratify such Memorandum by executing and delivering an instrument of ratification.

NOW THEREFORE, the undersigned, who have an interest in the Lease, in consideration of the terms, conditions, recitals and stipulations contained in the Memorandum, hereby agree as follows:

1. KUSA hereby expressly ratifies, joins, approves, adopts and confirms the Memorandum, and agrees to assume and be bound by all of the terms, conditions, recitals, stipulations and provisions contained in the Memorandum, including any and all mortgage liens, pledges, and security interests affecting the Property, as applicable, to the same extent as if the same were set out fully and incorporated herein, it being the intention of the parties that the execution of this Second Amendment by KUSA has the same force and effect as if KUSA had originally executed the Memorandum as a Party thereto.
2. To the extent necessary, KUSA hereby mortgages, pledges and grants a continuing security interest, as applicable, in favor of the other Parties in and to all of its present and future interests in the Property to secure payment of its obligations described in the OOA and the Memorandum, all on the same terms and conditions set forth therein.
3. Although not expressly stated in the First Amendment, it was the intent of each of LDDC and Westlawn, by its execution thereof, to also assume and be bound by all of the terms, conditions, recitals, stipulations and provisions contained in the Memorandum, including any and all mortgage liens, pledges, and security interests affecting the Property, as applicable, to the same extent as if the same were set out fully and incorporated therein, it being the intention of the parties thereto the execution of the First Amendment by each of LDDC and Westlawn has the same force and effect as if they had originally executed the Memorandum as a Party thereto.
4. To the extent necessary, each of LDDC and Westlawn hereby mortgages, pledges and grants a continuing security interest, as applicable, in favor of each other and in favor of

the other Parties (as identified in Exhibit “A” hereto) in and to all of its present and future interests in the Property to secure payment of its obligations described in the OOA and the Memorandum, all on the same terms and conditions as set forth therein.

5. To evidence the addition of KUSA as a Party to the Memorandum, the Parties hereby replace the existing Attachment “1” to the Memorandum with the revised Attachment “1” attached hereto as Exhibit “A” effective October 1, 2023.
6. This Second Amendment shall be binding upon the undersigned Parties and their respective successors and assigns.
7. Except for the matters specifically addressed in this Second Amendment, no other changes or modifications are made to the Memorandum and the Parties acknowledge that except as amended hereby, the Memorandum shall remain in full force and effect as originally written.

FURTHER, this Second Amendment is to be filed or recorded in the conveyance records, in the mortgage records and in the Uniform Commercial Code records of Plaquemines Parish, Louisiana where the Memorandum is filed, in the Secretary of State’s office for the States of Delaware and Louisiana, and with the Bureau of Ocean Energy Management, thereby providing notice of the mutual liens and security interests now held by the Parties in accordance with the provisions of the OOA referenced in the Memorandum.

This Second Amendment may be signed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

[Signature and acknowledgement pages follow]

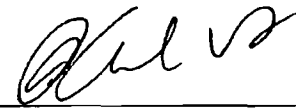
IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed as of the date first written above.

OPERATOR:

WITNESSES:

LLOG EXPLORATION OFFSHORE, L.L.C.


Printed Name: **Joshua Graffagnini**

By: 
Name: **Kemberlia Ducote**
Title: **Secretary**


Printed Name: **April O. Pertuit**

Date: 9/17/2024


Address:
1001 Ochsner Boulevard, Suite 100
Covington, Louisiana 70433

ACKNOWLEDGEMENT

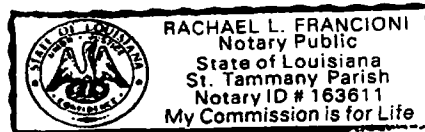
STATE OF LOUISIANA

PARISH OF ST. TAMMANY

On this 17TH day of SEPTEMBER, 2024, before me appeared **Kemberlia Ducote**, to me personally known, who, being by me duly sworn, did say she is the **Secretary** of **LLOG Exploration Offshore, 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.


NOTARY PUBLIC

My commission is for life.



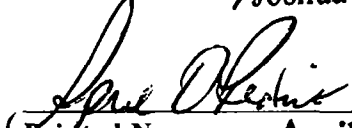
IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed as of the date first written above.


NON-OPERATOR:

WITNESSES:

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


Printed Name: **Joshua Graffagnini**


Printed Name: **April O. Pertuit**

By: 
Name: **Kemberlia Ducote**
Title: **Secretary**

Date: 9/17/2024


Address:
1001 Ochsner Boulevard, Suite 100
Covington, Louisiana 70433

ACKNOWLEDGEMENT

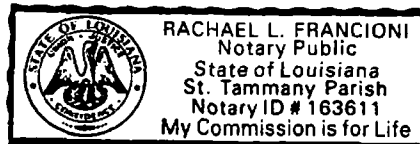
STATE OF LOUISIANA

PARISH OF ST. TAMMANY

On this 17TH day of SEPTEMBER, 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.



NON-OPERATOR:

WITNESSES:

WESTLAWN GOM ASSET 4 HOLDCO LLC

Gabriel Limberger
Printed Name: *Gabriel Limberger*

By: *Elisabeth Eljuri*
Name: Elisabeth Eljuri
Title: CLC & Chief Negotiator

Lori McClosky
Printed Name: *Lori M. McClosky*

Date: *9/23/24*

Address:
4801 Woodway Drive, Suite 455E
Houston, Texas 77056

ACKNOWLEDGEMENT

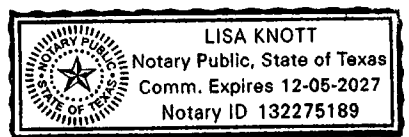
STATE OF TEXAS

COUNTY OF HARRIS

On this *23rd* day of *September*, 2024, before me appeared **Elisabeth Eljuri**, to me personally known, who, being by me duly sworn, did say she is the **CLC & Chief Negotiator** of **Westlawn GOM Asset 4 Holdco LLC**, 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.

Lisa Knott
NOTARY PUBLIC

My commission expires *12/05/2027*.



NON-OPERATOR:

WITNESSES:

KUSA INC.

[Handwritten Signature]

Printed Name: Banley Fee

[Handwritten Signature]

Printed Name: David Carmel

By: *[Handwritten Signature]*

Name: John-Carter Murchison
Title: Director

Date: 10/1/24

Address: 251 Little Falls Drive
Wilmington, Delaware 19808

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Harris

On this 1 day of October, 2024, before me appeared **John-Carter Murchison**, to me personally known, who, being by me duly sworn, did say he is the **Director** of **KUSA Inc.**, a Delaware Corporation, and that the foregoing instrument was executed on behalf of said company by authority of its members, and he also acknowledged said instrument to be the free act and deed of said company.

[Handwritten Signature]
NOTARY PUBLIC

My commission expires 4/9/26.

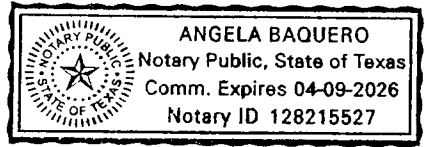


EXHIBIT "A"
**ATTACHED TO AND MADE A PART OF THAT
CERTAIN RATIFICATION, SECOND AMENDMENT AND JOINDER OF
DECLARATION AND MEMORANDUM OF OFFSHORE OPERATING AGREEMENT,
MORTGAGE,
ASSIGNMENT OF LEASE, PLEDGE, SECURITY AGREEMENT AND FINANCING
STATEMENT DATED EFFECTIVE OCTOBER 1, 2023, BY AND AMONG
LLOG EXPLORATION OFFSHORE, L.L.C., AS OPERATOR,
AND KUSA INC.,
ET AL., AS NON-OPERATORS**

ATTACHMENT "1"

**ATTACHED TO AND MADE A PART OF THAT CERTAIN
DECLARATION AND MEMORANDUM OF OFFSHORE OPERATING AGREEMENT,
MORTGAGE, ASSIGNMENT OF LEASE, PLEDGE, SECURITY AGREEMENT
AND FINANCING STATEMENT DATED EFFECTIVE JANUARY 1, 2023,
BY AND AMONG LLOG EXPLORATION OFFSHORE, L.L.C., AS OPERATOR,
AND DEEPWATER DEVELOPMENT COMPANY, LLC, AS NON-OPERATOR**

I. DESCRIPTION OF LEASE AND CONTRACT AREA

Oil and Gas Lease of Submerged Lands, being serial number OCS-G 24084, dated effective as of May 1, 2002, by and among the United States of America, as Lessor, and Agip Petroleum Exploration Co. Inc. et al., as Lessee, covering all of Block 502, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing 5,760 acres, more or less, **INSOFAR AND ONLY INSOFAR AS the SE/4 SE/4 SE/4, SW/4 SE/4 SE/4 and NE/4 SE/4 SE/4 of Mississippi Canyon 502, from 13,000' TVDSS down to and including 99,999' TVDSS.**

II. WORKING INTEREST PARTIES

LLOG Exploration Offshore, L.L.C.
LLOG Deepwater Development Company II, L.L.C.
Westlawn GOM Asset 4 Holdco LLC
KUSA Inc.

III. OPERATOR

LLOG Exploration Offshore, L.L.C.

IV. ADDRESSES OF THE PARTIES

LLOG Exploration Offshore, L.L.C. 1001 Ochsner Boulevard, Suite 100 Covington, Louisiana 70433 Attention: Land Department Phone: (985) 801-4300 Fax: (985) 801-4797 Email: LLOGLand@llog.com	LLOG Deepwater Development Company II, L.L.C. City Centre Three 842 West Sam Houston Parkway N., Ste. 600 Houston, Texas 77079 Attention: VP - Land Phone: (281) 752-1100 Fax: (281) 752-1190 Email: brett.smith@llog.com
Westlawn GOM Asset 4 Holdco LLC 4801 Woodway Drive, Suite 455E Houston, Texas 77056 Attention: Chief Operating Officer Telephone: 346-260-3868 Facsimile: 832-476-2192 Email: Gregory.Hebertson@westlawn.com	KUSA Inc. 711 Louisiana Street, Suite 2050 Houston, Texas 77002 Attention: Bailey M. Fee Telephone: +1 713-203-9261 Email: bailey.fee@karoonenergy.com

V. ADDRESS OF OPERATOR

LLOG Exploration Offshore, L.L.C.
1001 Ochsner Blvd., Suite 100
Covington, LA 70433

END OF EXHIBIT