



Exploration Offshore, L.L.C.

RECEIVED  
ADJUDICATION SECTION  
FEB 07 2025

February 7, 2025

**VIA EMAIL**

Bureau of Ocean Energy Management  
Attention: Adjudication Section (MS WS 231A)  
1201 Elmwood Park Boulevard  
New Orleans, LA 70123-2394

**ATTN: Adjudication Unit**

**RE: Memorandum of Operating Agreement and Financing Statement  
Keathley Canyon 736, OCS-G 36077  
Non-Required Document Filing  
KC 736 (Castile) Prospect**

Ladies and Gentlemen:

Please find attached the following document:

**Title of Document:** Memorandum of Operating Agreement and Financing Statement Covering Keathley Canyon Blocks 736

**Identities of Parties to the Document:** By and between LLOG Exploration Offshore, L.L.C., as Operator, and LLOG Castile Development Company, L.L.C., LLOG Deepwater Development Company IV, L.L.C., OGOG (Castile) LLC and Repsol Oil & Gas Gulf of Mexico, LLC, as Non-Operators

**Leases Affected:** OCS-G 36077 - Keathley Canyon 736.

**Category to be Filed:** 3 = UCC Filings and Financial Statements

**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: [aprilp@llog.com](mailto:aprilp@llog.com).

In the meantime, please do not hesitate to contact me should you have any questions or need any additional information at (985) 801-4353.

Sincerely,

**LLOG Exploration Offshore, L.L.C.**

April O. Pertuit  
Associate Landman

Attachment



OCS-G 36077  
(KC 736)

**MEMORANDUM OF OPERATING AGREEMENT  
AND FINANCING STATEMENT COVERING  
KEATHLEY CANYON BLOCK 736**

- 1.0 This Memorandum of Operating Agreement and Financing Statement (hereinafter called "Memorandum") is entered into by the undersigned Parties (each of which is hereinafter called "Party" and all of which are hereinafter called "Parties") effective as of the effective date of the Operating Agreement referred to in Paragraph 2.0 below.
- 2.0 The Parties have entered into that certain Operating Agreement effective August 2, 2017, as ratified and amended (hereinafter called "Operating Agreement") to explore, develop, and operate the lands and lease(s) described in Attachment "1" hereto (hereinafter called "Lands and Lease(s)") and to produce oil and gas (including condensate and liquefiable substances entrained in the gas stream) therefrom and have designated the Party identified in Attachment 1 as Operator to conduct such operations for itself and on behalf of the rest of Parties hereto as Non-Operators, as set forth in Attachment "1".
- 3.0 The Operating Agreement provides for certain liens, mortgages, pledges and security interests. The Operating Agreement contains an accounting procedure, along with other provisions, which provide for the payment of interest on past-due amounts and supplements the lien, mortgage, and security interest provisions, and also includes non-consent clauses which provide that Parties who elect not to participate in certain operations shall be deemed to have relinquished their interest in production until the carrying consenting Parties are able to recover their costs of such operation plus a specified amount. Should any person or entity desire additional information regarding the Operating Agreement or wish to inspect a copy of the Operating Agreement, that person or entity should contact the Operator.
- 4.0 The purpose of this Memorandum is to more fully describe certain restrictions on the parties' interests in the lands and lease described in Attachment "1" and to more fully describe the liens, mortgages, pledges and security interests provided for in the Operating Agreement, and to place third parties on notice thereof, and to restate, grant and convey the same to the extent required to perfect the same fully in accordance with applicable state law.
- 5.0 The pertinent provisions of Operating Agreement Exhibit "F" regarding security rights are set forth below:

**Security Rights.**

a. **Security Rights - Properties Located Offshore Adjacent to the State of Louisiana.** In addition to any other security rights and remedies provided by law with respect to services rendered or materials and equipment furnished under the Operating Agreement, for and in consideration of the covenants and mutual undertakings of the Operator and the Non-Operating Parties herein, the Parties shall have the following security rights:

(i) **Mortgage in Favor of the Operator.** Each Non-Operating Party hereby grants to the Operator a mortgage, hypothecate, and pledge of and over all its rights, titles, and interests in and to (a) the Lease, (b) the oil and gas in, on, under, and that may be produced from the lands within the Contract Area, and (c) all other immovable property susceptible of mortgage situated within the Contract Area.

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This mortgage is given to secure the complete and timely performance of and payment by each Non-Operating Party of all obligations and indebtedness of every kind and nature, whether now owed by such Non-Operating Party or hereafter arising, pursuant to the Operating Agreement. To the extent susceptible under applicable law, this mortgage and the security interests granted in favor of the Operator herein shall secure the payment of all Costs (as defined in the Operating Agreement) and other expenses properly charged to such Party, together with (A) interest on such indebtedness, Costs, and other expenses at the rate set forth in Exhibit "C" to the Operating Agreement or the maximum rate allowed by law, whichever is the lesser, (B) reasonable attorneys' fees, (C) court costs, and (D) other directly related collection costs. If any Non-Operating Party does not pay such Costs and other expenses or perform its obligations under the Operating Agreement when due, the Operator shall have the additional right to notify the purchaser or purchasers of the defaulting Non-Operating Party's Hydrocarbon (as defined in the Operating Agreement) production and collect such Costs and other expenses out of the proceeds from the sale of the defaulting Non-Operating Party's share of Hydrocarbon production until the amount owed has been paid. The Operator shall have the right to offset the amount owed against the proceeds from the sale of such defaulting Non-Operating Party's share of Hydrocarbon production. Any purchaser of such production shall be entitled to rely on the Operator's statement concerning the amount of Costs and other expenses owed by the defaulting Non-Operating Party and payment made to the Operator by any purchaser shall be binding and conclusive as between such purchaser and such defaulting Non-Operating Party.

The maximum amount for which the mortgage herein granted by each Non-Operating Party shall be deemed to secure the obligations and indebtedness of such Non-Operating Party to the Operator as stipulated herein is hereby fixed in an amount equal to \$250,000,000.00 (the "Limit of the Mortgage of each Non-Operating Party"). Except as provided in the previous sentence (and then only to the extent such limitations are required by law), the entire amount of obligations and indebtedness of each Non-Operating Party to the Operator is secured hereby without limitation. Notwithstanding the foregoing Limit of the Mortgage of each Non-Operating Party, the liability of each Non-Operating Party under the Operating Agreement and the mortgage and security interest granted hereby shall be limited to (and the Operator shall not be entitled to enforce the same against such Non-Operating Party for, an amount exceeding) the actual obligations and indebtedness (including all interest charges, costs, attorneys' fees, and other charges provided for in the Operating Agreement outstanding and unpaid and that are attributable to or charged against the interest of such Non-Operating Party pursuant to the Operating Agreement.

(ii) **Security Interest in Favor of the Operator.** To secure the complete and timely performance of and payment by each Non-Operating Party of all obligations and indebtedness of every kind and nature, whether now owed by such Non-Operating Party or hereafter arising, pursuant to the Operating Agreement, each Non-Operating Party hereby grants to the Operator a continuing security interest in and to all of its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to (a) all oil and gas produced from the lands or offshore blocks covered by the Lease or the Contract Area or attributable to the Lease or the Contract Area when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil and gas (including, without limitation, accounts arising from gas imbalances or from the sale of oil and gas at the wellhead), (c) all cash or other proceeds from the sale of such oil and gas once produced, and (d) all Development Systems, wells, facilities, fixtures, other corporeal property, whether movable or immovable, whether now or hereafter placed on the lands or offshore blocks covered by the Lease or the Contract Area or maintained or used in connection with the ownership, use or exploitation of the Lease or the Contract Area, and other surface and sub-surface equipment of any kind or character located on or attributable to the Lease

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or the Contract Area and the cash or other proceeds realized from the sale, transfer, disposition or conversion thereof. The interest of the Non-Operating Parties in and to the oil and gas produced from or attributable to the Lease or the Contract Area when extracted and the accounts receivable accruing or arising as the result of the sale thereof shall be financed at the wellhead of the well or wells located on the Lease or the Contract Area. To the extent susceptible under applicable law, the security interest granted by each Non-Operating Party hereunder covers: (A) all substitutions, replacements, and accessions to the property of such Non-Operating Party described herein and is intended to cover all of the rights, titles and interests of such Non-Operating Party in all movable property now or hereafter located upon or used in connection with the Contract Area, whether corporeal or incorporeal; (B) all rights under any gas balancing agreement, farmout rights, option farmout rights, acreage and cash contributions, and conversion rights of such Non-Operating Party in connection with the Lease or the Contract Area, or the oil and gas produced from or attributable to the Lease or the Contract Area, whether now owned and existing or hereafter acquired or arising, including, without limitation, all interests of each Non-Operating Party in any partnership, tax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the Contract Area; and (C) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of each Non-Operating Party in and to the Units, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Lease or the Contract Area, including the following:

(1) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Exhibit "A" to the Operating Agreement," to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the Lease or the Contract Area, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any governmental authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Lease or the Contract Area;

(2) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all presently existing and future advance payment agreements, and oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Exhibit "A" to the Operating Agreement to the extent, and only to the extent, those contracts and agreements cover or include all or any portion of the Lease or the Contract Area; and

(3) all its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Lease or the Contract Area.

(iii) Mortgage in Favor of the Non-Operating Parties. Operator hereby grants to each Non-Operating Party a mortgage, hypothecate, and pledge of and over all its rights, titles, and interests in and to (a) the Lease; (b) the oil and gas in, on, under, and that may be produced from the lands within the Contract Area; and (c) all other immovable property or other property susceptible of mortgage situated within the Contract Area.

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This mortgage is given to secure the complete and timely performance of and payment by the Operator of all obligations and indebtedness of every kind and nature, whether now owed by the Operator or hereafter arising, pursuant to the Operating Agreement. To the extent susceptible under applicable law, this mortgage and the security interests granted in favor of each Non-Operating Party herein shall secure the payment of all Costs and other expenses properly charged to the Operator, together with (A) interest on such indebtedness, Costs, and other expenses at the rate set forth in the Accounting Procedure or the maximum rate allowed by law, whichever is the lesser, (B) reasonable attorneys' fees, (C) court costs, and (D) other directly related collection costs. If the Operator does not pay such Costs and other expenses or perform its obligations under the Operating Agreement when due, the Non-Operating Parties shall have the additional right to notify the purchaser or purchasers of the Operator's Hydrocarbon production and collect such Costs and other expenses out of the proceeds from the sale of the Operator's share of Hydrocarbon production until the amount owed has been paid. The Non-Operating Parties shall have the right to offset the amount owed against the proceeds from the sale of the Operator's share of Hydrocarbon production. Any purchaser of such production shall be entitled to rely on the Non-Operating Parties' statement concerning the amount of Costs and other expenses owed by the Operator and payment made to the Non-Operating Parties by any purchaser shall be binding and conclusive as between such purchaser and the Operator.

The maximum amount for which the mortgage herein granted by the Operator shall be deemed to secure the obligations and indebtedness of the Operator to all Non-Operating Parties as stipulated herein is hereby fixed in an amount equal to \$250,000,000.00 in the aggregate (the "Limit of the Mortgage of the Operator"). Except as provided in the previous sentence (and then only to the extent such limitations are required by law), the entire amount of obligations and indebtedness of the Operator to the Non-Operating Parties is secured hereby without limitation. Notwithstanding the foregoing Limit of the Mortgage of the Operator, the liability of the Operator under the Operating Agreement and the mortgage and security interest granted hereby shall be limited to (and the Non-Operating Parties shall not be entitled to enforce the same against the Operator for, an amount exceeding) the actual obligations and indebtedness (including all interest charges, costs, attorneys' fees, and other charges provided for in the Operating Agreement outstanding and unpaid and that are attributable to or charged against the interest of the Operator pursuant to the Operating Agreement.

(iv) **Security Interest in Favor of the Non-Operating Parties.** To secure the complete and timely performance of and payment by the Operator of all obligations and indebtedness of every kind and nature, whether now owed by the Operator or hereafter arising, pursuant to the Operating Agreement, the Operator hereby grants to each Non-Operating Party a continuing security interest in and to all of its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to (a) all oil and gas produced from the lands or offshore blocks covered by the Lease or included within the Contract Area or attributable to the Lease or the Contract Area when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil and gas (including, without limitation, accounts arising from gas imbalances or from the sale of oil and gas at the wellhead), (c) all cash or other proceeds from the sale of such oil and gas once produced, and (d) all Development Systems, wells, facilities, fixtures, other corporeal property whether movable or immovable, whether now or hereafter placed on the offshore blocks covered by the Lease or the Contract Area or maintained or used in connection with the ownership, use or exploitation of the Lease or the Contract Area, and other surface and sub-surface equipment of any kind or character located on or attributable to the Lease or the Contract Area and the cash or other proceeds realized from the sale, transfer, disposition or conversion thereof. The interest of the Operator in and to the oil and gas produced from or

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attributable to the Lease when extracted and the accounts receivable accruing or arising as the result of the sale thereof shall be financed at the wellhead of the well or wells located on the Lease or the Contract Area. To the extent susceptible under applicable law, the security interest granted by the Operator hereunder covers: (A) all substitutions, replacements, and accessions to the property of the Operator described herein and is intended to cover all of the rights, titles and interests of the Operator in all movable property now or hereafter located upon or used in connection with the Contract Area, whether corporeal or incorporeal; (B) all rights under any gas balancing agreement, farmout rights, option farmout rights, acreage and cash contributions, and conversion rights of the Operator in connection with the Lease or the Contract Area, the oil and gas produced from or attributable to the Lease or the Contract Area, whether now owned and existing or hereafter acquired or arising, including, without limitation, all interests of the Operator in any partnership, tax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the Contract Area; and (C) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of the Operator in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Lease or the Contract Area, including the following:

(1) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Exhibit "A" to the Operating Agreement to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the Lease or the Contract Area, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any governmental authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Lease or the Contract Area;

(2) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all presently existing and future advance payment agreements, and oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described in Exhibit "A" to the Operating Agreement to the extent, and only to the extent, those contracts and agreements cover or include all or any portion of the Lease or the Contract Area; and

(3) all its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to any of the Lease or the Contract Area.

(v) Recordation. The Parties authorize the Operator to file this Memorandum in the public records set forth below to serve as notice of the existence of the Operating Agreement as a burden on the title of the Working Interest Owners in the Lease or the Contract Area and for purposes of satisfying otherwise relevant recording and filing requirements of applicable law and to attach an original of this Memorandum to a standard UCC-1 for filing in the UCC records set forth below to perfect the security interests created by the Parties. This Memorandum shall be amended from time to time if ownership of the Contract Area changes, and the Parties shall, within five business days following request by one of the Parties hereto, execute and furnish to the requesting Party for recordation any such amendment.

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This Memorandum is to be filed or recorded, as the case may be, in (a) the conveyance records of the parish or parishes adjacent to the lands or offshore blocks covered by the Lease or contained within the Contract Area pursuant to La. R.S. 31:216 et seq., (b) the mortgage records of such parish or parishes, and (c) the appropriate Uniform Commercial Code records.

b. **Unpaid Charges.** In addition to any other remedy afforded by law, each Party shall have, and is hereby given and vested with, the power and authority to foreclose the lien, mortgage, pledge, and security interest established hereby in its favor in the manner provided by law, to exercise the power of sale provided for herein, if applicable, and to exercise all rights of a secured party under the Uniform Commercial Code as adopted by the state in which the Contract Area is located or such other states as such Party may deem appropriate. The Operator shall keep an accurate account of amounts owed by the nonperforming Party (plus interest and collection costs) and any amounts collected with respect to amounts owed by the nonperforming Party. In the event there become three or more Working Interest Owners in a Lease, then if any nonperforming Party's share of Costs remains delinquent for a period of sixty (60) days, each other Participating Party shall, upon the Operator's request, pay the unpaid amount of Costs in the proportion that its Working Interest bears to the total non-defaulting Working Interests. Each Participating Party paying its share of the unpaid amounts of a nonperforming Party shall be subrogated to the Operator's mortgage and security rights to the extent of the payment made by such Participating Party.

c. **Carved-out Interests.** Any agreements creating any overriding royalty, production payment, net proceeds interest, net profits interest, carried interest or any other interest carved out of a Working Interest in the Lease or the Contract Area shall specifically make such interests inferior to the rights of the Parties to the Operating Agreement. If any Party whose Working Interest is so encumbered does not pay its share of Costs and other expenses authorized under the Operating Agreement, and the proceeds from the sale of its Hydrocarbon production pursuant to this Section 5.0 are insufficient to pay such Costs and expenses, the security rights provided for in this Section 5.0 may be applied against the carved-out interests with which the defaulting or non-performing Party's interest in the Lease or the Contract Area is burdened. In such event, the rights of the owner of such carved-out interest shall be subordinated to the security rights granted by this Section 5.0.

- 6.0 Upon expiration of the Operating Agreement and the satisfaction of all debts thereunder the Operator shall file of record with respect to the Operating Agreement and this Memorandum a release and termination on behalf of all Parties. If such release and termination is filed, all benefits and obligations under this Memorandum shall terminate as to all Parties with respect to the expiring Operating Agreement. Operator or any other Party shall have the right to file a continuation statement and/or reinscription notice on behalf of all Parties.
- 7.0 It is understood and agreed by the Parties hereto that if any part, term, or provision of this Memorandum is by the courts or an arbitrator held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Memorandum did not contain the particular part, term or provision held to be invalid.
- 8.0 This Memorandum shall be binding upon and shall insure to the benefit of the Parties hereto and to their respective legal representatives, successors, and permitted assigns. The failure of one or more persons owning an interest in the Lands and Lease(s) to execute this Memorandum shall not in any manner affect the validity of the Memorandum as to those persons who have executed this Memorandum.

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- 9.0 A person or entity having a working interest in the Lands and Lease(s) may ratify this Memorandum by execution and delivery of an instrument of ratification, adopting and entering into this Memorandum, and such ratification shall have the same effect as if the ratifying person or entity had executed this Memorandum or a counterpart thereof. By execution or ratification of this Memorandum, such Party hereby consents to its ratification and adoption by any person or entity who may have or may acquire any interest in the Lease.
- 10.0 This Memorandum may be executed or ratified in one or more counterparts and all the executed or ratified counterparts shall together constitute one instrument. For purposes of recording, only one copy of this Memorandum with individual signature pages attached thereto needs to be filed of any photocopy of this Memorandum as a financing statement under the Uniform Commercial Code.
- 11.0 To the extent this transaction is governed by Louisiana law, this instrument, when filed for registry, is intended to function as both a filed agreement under Louisiana Revised Statutes §31:216 and a declaration under Louisiana Revised Statutes §31:217, and/or successor statutes, and to create a conventional mortgage.
- 12.0 Capitalized and quotation-marked terms used herein not otherwise defined have the meanings assigned to them in the Operating Agreement.

**SIGNATURE PAGES FOLLOW**



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(KC 736)

**OPERATOR:**

**LLOG Exploration Offshore, L.L.C.**

**WITNESSES:**

*Rachael L. Francioni*  
Print Name: **Rachael L. Francioni**

By: *Kemberlia Ducote*  
Kemberlia Ducote  
Secretary

*Joshua Graffagnini*  
Print Name: **Joshua Graffagnini**

Date: 1-6-2025

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

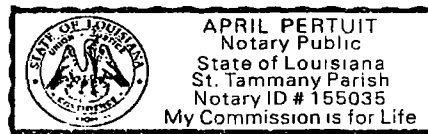
**ACKNOWLEDGEMENT**

STATE OF LOUISIANA      §  
  §  
PARISH OF ST. TAMMANY   §

**BEFORE ME**, the undersigned authority, on this day personally appeared, **Kemberlia Ducote**, known to me to be the person whose name is subscribed to the foregoing instrument as **Secretary of LLOG Exploration Offshore, L.L.C.** and acknowledged to me that she executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 6th day of January, 2025.

*April Pertuit*  
Notary Public - State of Louisiana



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**NON-OPERATOR:**

**LLOG Castile Development Company, L.L.C.**

**WITNESSES:**

Rachael L. Francioni  
Print Name: **Rachael L. Francioni**

Joshua Graffagnini  
Print Name: **Joshua Graffagnini**

By: [Signature]  
Kemberlia Ducote  
Secretary *PS*

Date: 1-6-2025

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

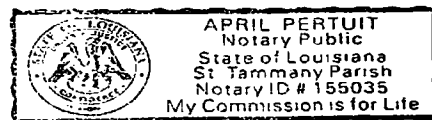
**ACKNOWLEDGEMENT**

STATE OF LOUISIANA       §  
  §  
PARISH OF ST. TAMMANY   §

**BEFORE ME**, the undersigned authority, on this day personally appeared, **Kemberlia Ducote**, known to me to be the person whose name is subscribed to the foregoing instrument as **Secretary of LLOG Castile Development Company, L.L.C.** and acknowledged to me that she executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this 6<sup>th</sup> day of January, 2025.

[Signature]  
Notary Public - State of Louisiana



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(KC 736)

**NON-OPERATOR:**

**LLOG Deepwater Development Company IV, L.L.C.**

**WITNESSES:**

Rachael L. Francioni  
Print Name: **Rachael L. Francioni**

Joshua Graffagnini  
Print Name: **Joshua Graffagnini**

By: *Kemberlia Ducote*  
Kemberlia Ducote §  
Secretary

Date: 1-6-2025

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

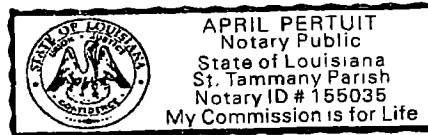
**ACKNOWLEDGEMENT**

STATE OF LOUISIANA §  
§  
PARISH OF ST. TAMMANY §

**BEFORE ME**, the undersigned authority, on this day personally appeared, **Kemberlia Ducote**, known to me to be the person whose name is subscribed to the foregoing instrument as **Secretary of LLOG Deepwater Development Company IV, L.L.C.** and acknowledged to me that she executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this 6<sup>th</sup> day of January, 2025.

*April Pertuit*  
Notary Public - State of Louisiana




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**NON-OPERATOR:**

**OGOG (Castile) LLC**

**WITNESSES:**

Chris Rogowski  
Print Name: Chris Rogowski

By:   
**Marco Argentieri**  
**Vice President**

Kayla Hughes  
Print Name: Kayla Hughes

Date: 12/9/2024

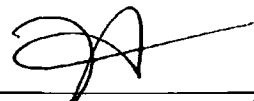
Address:  
201 St. Charles Avenue, Suite 5100  
c/o Dicharry, Jones Walker LLP

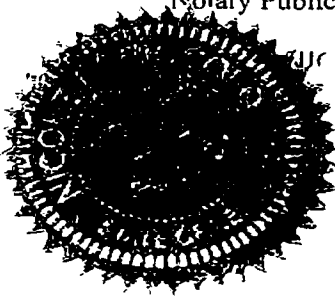
**ACKNOWLEDGEMENT**

STATE OF NEW YORK       §  
  §  
COUNTY OF NEW YORK   §

**BEFORE ME**, the undersigned authority, on this day personally appeared, **Marco Argentieri**, known to me to be the person whose name is subscribed to the foregoing instrument as **Vice President** of **OGOG (Castile) LLC** and acknowledged to me that he executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this 3<sup>rd</sup> day of December 2024.

  
Notary Public - State of New York



**NICOLE A. LO PICCOLO**  
Notary Public, State of New York  
No. 01S06053513  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires January 8, 2027

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**NON-OPERATOR:**

**Repsol Oil & Gas Gulf of Mexico, LLC**

By: *[Signature]*  
Forrest W. Pace, Jr.  
President

Date: 18 Dec 2024

Address:  
2455 Technology Forest Boulevard  
The Woodlands, Texas 77381

**WITNESSES:**

*[Signature]*

Print Name: Scott Smith

*[Signature]*

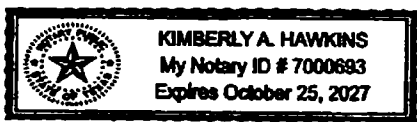
Print Name: Jason Senastinas

**ACKNOWLEDGEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF ~~HARRIS~~       §  
  Montgomery

**BEFORE ME**, the undersigned authority, on this day personally appeared, **Forrest W. Pace, Jr.**, known to me to be the person whose name is subscribed to the foregoing instrument as **President of Repsol Oil & Gas Gulf of Mexico, LLC** and acknowledged to me that he executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 18<sup>th</sup> day of December, 2024.



*[Signature]*  
Notary Public - State of ~~Louisiana~~  
Texas

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(KC 736)

**ATTACHMENT "1"**

**ATTACHED TO AND MADE APART OF THAT CERTAIN MEMORANDUM OF OPERATING AGREEMENT AND FINANCING STATEMENT BY AND AMONG LLOG EXPLORATION OFFSHORE, L.L.C., AS OPERATOR, AND LLOG CASTILE DEVELOPMENT COMPANY, L.L.C., ET AL, AS NON-OPERATORS, COVERING KEATHLEY CANYON BLOCK 736**

**A. OPERATOR:**

**LLOG EXPLORATION OFFSHORE, L.L.C.**

**B. CONTRACT AREA**

Oil and Gas Lease of Submerged Lands, dated effective as of August 1, 2017, by and between the United States of America, as Lessor, and LLOG Exploration Offshore, L.L.C., as Lessee, covering all of OCS-G 36077, Block 736, Keathley Canyon, OCS Official Protraction Diagram, NG15-05, containing 5,760.00 acres, more or less.

**C. Parties, Designated Representatives and Addresses**

<p><b>LLOG Exploration Offshore, L.L.C.</b> CityCentre Three 842 West Sam Houston Pkwy N., Ste 600 Houston, Texas 77079 <b>Attention: Brett Smith</b> Phone: (281) 752-1100 Fax: (281) 752-1199 Email: <a href="mailto:brett.smith@llog.com">brett.smith@llog.com</a></p>	<p><b>LLOG Castile Development Company, L.L.C.</b> <b>LLOG Deepwater Development Company IV, L.L.C.</b> 1001 Ochsner Boulevard, Suite 100 Covington, Louisiana 70433 <b>Attention: Land Department</b> Phone: (985) 801-4300 Fax: (985) 801-4797 Email: <a href="mailto:LLOGLand@llog.com">LLOGLand@llog.com</a></p>
<p><b>Repsol Oil &amp; Gas Gulf of Mexico, LLC</b> 2455 Technology Forest Blvd. The Woodlands, TX 77381 <b>Attention: Scott Smith</b> Phone: (832) 442-1000 Fax: (832) 442-1506 Email: <a href="mailto:sysmith@repsol.com">sysmith@repsol.com</a></p>	<p><b>OGOG (Castile) LLC</b> 201 St. Charles Avenue, Suite 5100 c/o S. Dicharry, Jones Walker LLP New Orleans, Louisiana 70170 Telephone: 504-582-8490 Facsimile: N/A Email: <a href="mailto:CLS_JV@og-oilgas.com">CLS_JV@og-oilgas.com</a> <a href="mailto:Buckskin_jv@og-oilgas.com">Buckskin_jv@og-oilgas.com</a></p>