



RECEIVED
ADJUDICATION SECTION
JUN 24 2024

P: (919) 593.1525
W: genlandmgmt.com

BOEM – Adjudication

To Whom It May Concern:

Hope this letter finds you well, please see the enclosed Memorandum for recording. My contact information is below, please let me know if you have any questions. Thank you so much.

Memorandum of Agreement

Lease Number: OCS-G 34992

Grantor: OGOG (K2) Inc.

Grantee: Cameron Highway Oil Pipeline Company, LLC

Category Name and Number: Non-Specific Document Filings, 99

Copies returned to:

Generation Land Management, LLC

Attn: PJ Petrides

8003 Crenshaw Ln

Durham, NC 27713

919-593-1525

Sincerely,

A handwritten signature in black ink, appearing to read 'PJ Petrides', written over a horizontal line.

Peter J. Petrides, Esq.

MEMORANDUM OF AGREEMENT

1. Purpose. This Memorandum of Agreement dated as of the Effective Date (this "Agreement") is executed pursuant to that certain Oil Purchase and Sale Agreement between OGOG (K2) Inc. and Cameron Highway Oil Pipeline Company, LLC, dated June 1, 2024 (the "Master Agreement") and this Agreement (i) binds the parties hereto to the agreements and covenants contained herein and therein and (ii) effects notice to third parties of the agreements and covenants contained herein and therein.

2. Description of the Property. This Agreement and the Master Agreement affect Producer's rights, title, and interest (whether now owned or hereafter acquired), but limited to the working interest percentage set forth below, in and to any liquid hydrocarbons ("Oil"), including gas liquids, underlying the lands located offshore Louisiana, Gulf of Mexico, Outer Continental Shelf, in the areas and Blocks listed below (collectively, the "Dedicated Leases"):

Area	Block(s)	BOEM Lease #	Working Interest % Dedicated to Company
GC	563	OCS-G 34992	42.8571%

3. Consideration. Producer and Company executed and entered into this Agreement and the Master Agreement for and in consideration of, among other things, the execution of, and the premises and mutual covenants contained in, this Agreement and the Master Agreement, including, without limitation, the agreements described in Sections 4-7 below, and other good and valuable consideration (the receipt and sufficiency of which is hereby confirmed and acknowledged).

4. Tender and Commitment of Reserves. Producer dedicated, covenanted, and committed (subject to the terms and conditions of the Master Agreement), and Producer hereby dedicates, covenants, and commits, to Company for delivery to, and purchase by, Company, Oil owned or controlled by Producer, up to its Working Interest percentage shown in Section 2 above, and underlying or produced from the Dedicated Leases. In addition, Producer agreed, and agrees, that any attempted assignment or transfer of any interest in such Dedicated Leases, will be null and void, as more fully described in the Master Agreement, unless such transfer includes an express provision stating that such assignment or transfer is made subject to the terms of this commitment and the transferee agrees to be bound by the terms and conditions of this Agreement and the Master Agreement.

5. Agreement to be Bound. Company and Producer have executed and entered into this Agreement and the Master Agreement for the consideration herein and therein described and hereby agree that the terms and conditions of this Agreement contain all necessary terms and conditions for the agreements described herein to be binding upon the Parties, and Company and Producer agree to be bound by the terms and conditions of this Agreement and the Master Agreement. Company and Producer acknowledge and agree that (i) this Agreement has been executed in addition to the Master Agreement, and not as a replacement, supplement, or other amendment to any of the terms and conditions in the Master Agreement and (ii) the Master Agreement contains terms and conditions similar to those described herein and covering the subject matter hereof as well as other terms and conditions. The terms and conditions of this Agreement and the Master Agreement will be construed together, but the terms and conditions

contained in the Master Agreement will govern and control any conflicts, ambiguities, or inconsistencies between the terms and conditions of this Agreement and the Master Agreement.

6. Names and Addresses of Parties.

If to Company:

CAMERON HIGHWAY OIL PIPELINE COMPANY, LLC

c/o Genesis Energy, L.P.

Attn: Will Rainsberger

811 Louisiana Street, Suite 1200

Houston, Texas 77002

Phone: (713) 860-2500

Email: Will.Rainsberger@genlp.com

With a copy to: CHOPS@genlp.com

If to Producer:

OGOG (K2) Inc.

Attn: Contracts Administrator

251 Little Falls Drive

Wilmington, Delaware 19808

Phone: (212) 355-1500

Email: legal@og-oilgas.com

With copy to: cecilia.wang@og-oilgas.com

7. Miscellaneous. This Agreement (i) may be executed in multiple counterparts, each of which, when executed, will be deemed an original, and all of which will constitute but one and the same instrument, (ii) may be enforced as set forth in the Master Agreement and (iii) WILL BE GOVERNED BY TEXAS LAW. Any attempted assignment or transfer of any or all of the rights or obligations under this Agreement is invalid and void unless such assignment or transfer is made in accordance with Section 18.5 of the Master Agreement.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement as of the date first written in the Preamble.

"COMPANY"

CAMERON HIGHWAY OIL PIPELINE
COMPANY, LLC

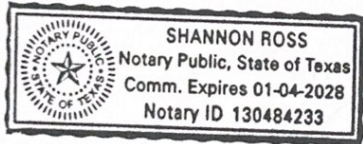
By: [Signature]

Printed Name: WILLIAM W. RAINSBERGER

Title: SVP

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on JUNE 5, 2021 by WILLIAM W. RAINSBERGER
the SVP of Cameron Highway Oil Pipeline Company, LLC, on behalf of said company.



[Signature]
Notary Public, State of Texas

WITNESSES:

By: [Signature]

Printed Name: SC McAninch

By: [Signature]

Printed Name: Paul Bettis

"PRODUCER"

OGOG (K2) INC.

By: [Signature]
Printed Name: Alastair McGregor
Title: Director

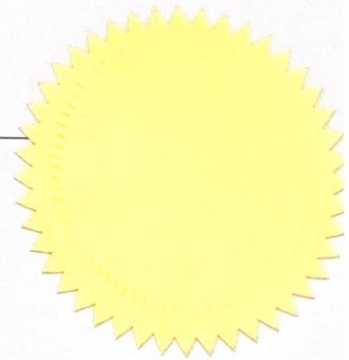
STATE OF NEW YORK §

COUNTY OF NEW YORK §

This instrument was acknowledged before me on the 4th day of June 2024 by Alastair McGregor, the director of OGOG (K2) Inc. on behalf of said company.

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

[Signature]
Notary Public



WITNESSES:

By: [Signature]
Printed Name: Brendan Kleinberger

By: [Signature]
Printed Name: CECILIA WANG