

August 30, 2024

Ref: 7822-37597

**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 filing – OCS-G 34909  
(covering Mississippi Canyon 794)

To Whom It May Concern:

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

- UCC-1 No. 38-24-1984 [as filed in the Plaquemines Parish UCC records on August 29, 2024] (with attached Memorandum of Operating Agreement and Financing Statement Covering Mississippi Canyon 794 dated effective September 1, 2013, as amended by Ratification and Amendment of Memorandum of Operating Agreement and Financing Statement dated effective April 28, 2016, and further amended by Ratification and Second Amendment of Memorandum of Operating Agreement and Notice of Reinscription for Claiborne Prospect) for Beacon Growthco Operating Company, L.L.C. (GOM No. 03567), Beacon Offshore Energy Operating LLC (GOM No. 03410), Talos Exploration LLC (GOM No. 03618), CL&F Offshore LLC (GOM No. 03394), Ridgewood Claiborne, LLC (GOM No. 03318), Ridgewood Rattlesnake, LLC (GOM No. 03635), Ridgewood Institutional IV Prospective Leases, LLC (GOM No. 03644) and HE&D Offshore, L.P. (GOM No. 01699), each as both a debtor and secured party.

This document should be categorized under “No. 3, UCC Filings and Financing Statements”.

Please file this letter, together with the attached instrument, in the non-required filings maintained for OCS-G 34909. Also submitted is a pay.gov receipt for \$34 to cover the fees for filing this instrument.

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  
AUG 30 2024

**Received From :**

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

**First DEBTOR**

BEACON GROWTHCO OPERATING COMPANY LLC

**First SECURED PARTY**

BEACON GROWTHCO OPERATING COMPANY LLC

**Index Type :** UCC

**FileNumber :** 2024-00003609

**Type of Document :** FINANCING STATEMENT

**Book :** 3824

**Page :** 1984

**Recording Pages :** 45

## 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) : 08/29/2024

At (Recorded Time) : 9:35:49AM



Clerk of Court



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

**STATE OF LOUISIANA  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
UCC-1**

**Important - Read Instructions before filing out form.**

**Follow instructions carefully.**

1. Debtor's exact full legal name - insert only one debtor name (1a or 1b) - do not abbreviate or combine names.

1a Organization's Name Beacon Growthco Operating Company, L.L.C.					
<b>OR</b>	1b Individual's Last Name (and Title of Lineage (e.g. Jr. Sr., III, if applicable))		First Name	Middle Name	
1c Mailing Address 333 Clay Street, Suite 4200		City Houston	State TX	Postal Code 77002	Country USA
1d Tax ID #: SSN or EIN		Add'l info re Organization Debtor:	1e Type of Organization limited liability co	1f Jurisdiction of Organization Delaware	1g Organizational ID # if any <input type="checkbox"/> None

2. Additional debtor's exact full legal name - insert only one debtor name (2a or 2b) - do not abbreviate or combine names.

2a Organization's Name Beacon Offshore Energy Operating LLC					
<b>OR</b>	2b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr. III), if applicable)		First Name	Middle Name	
2c Mailing Address 333 Clay Street, Suite 4200		City Houston	State TX	Postal Code 77002	Country USA
2d Tax ID #: SSN or EIN		Add'l info re Organization Debtor:	2e Type of Organization limited liability co	2f Jurisdiction of Organization Delaware	2g Organizational ID #, if any <input type="checkbox"/> None

3. Secured Party's Name (or Name of Total Assignee of Assignor S/P) - insert only one secured party name (3a or 3b)

3a Organization's Name Beacon Growthco Operating Company, L.L.C.					
<b>OR</b>	3b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III), if applicable)		First Name	Middle Name	
3c Mailing Address 333 Clay Street, Suite 4200		City Houston	State TX	Postal Code 77002	Country USA

4. This FINANCING STATEMENT covers the following collateral:  
 For a description of the collateral, see the Memorandum of Operating Agreement and Financing Statement Covering Mississippi Canyon 794 dated effective September 1, 2013, as amended by Ratification and Amendment of Memorandum of Operating Agreement and Financing Statement dated effective April 28, 2016 and further amended by Ratification and Second Amendment of Memorandum of Operating Agreement and Financing Statement, a recorded copy of each of which is attached hereto.

5a Check if applicable and attach legal description of real property:  Fixture filing  As-extracted collateral  Standing timber constituting goods  
 The debtor(s) do not have an interest of record in the real property (Enter name of an owner of record in 5b)

5b Owner of real property (if other than named debtor)

6a Check only if applicable and check only one box  
 Debtor is a Transmitting Utility. Filing is Effective Until Terminated  
 Filed in connection with a public finance transaction. Filing is effective for 30 years

6b Check only if applicable and check only one box  
 Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

7. ALTERNATIVE DESIGNATION (If applicable):  
 CONSIGNEE/CONSIGNOR  LESSEE/LESSOR  
 SELLER/BUYER  AG. LIEN  BAILEE/BAILOR  
  NON-UCC-FILING

8. Name and Phone Number to contact filer  
 C. Peck Hayne Jr. (504-569-1858)

9. Send Acknowledgment To: (Name and Address)  
 C. Peck Hayne Jr.  
 Gordon Arata Montgomery Barnett  
 201 St. Charles Avenue, 40th Floor  
 New Orleans, LA 70170-4000

10. The space below is for Filing Office Use Only

11.  CHECK TO REQUEST SEARCH REPORT(S) ON DEBTORS (ADDITIONAL FEE REQUIRED)  ALL DEBTORS  DEBTOR1  DEBTOR2

**UCC FINANCING STATEMENT ADDITIONAL PARTY**  
FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

18a. ORGANIZATION'S NAME <b>Beacon Growthco Operating Company, L.L.C.</b>	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

**Print**

**Reset**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME <b>CL&amp;F Offshore LLC</b>			
OR			
19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
19c. MAILING ADDRESS <b>1700 City Plaza Drive, Suite 360</b>		CITY <b>Spring</b>	STATE <b>TX</b>
		POSTAL CODE <b>77389</b>	COUNTRY <b>USA</b>

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME <b>HE&amp;D Offshore, L.P.</b>			
OR			
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
20c. MAILING ADDRESS <b>1200 Smith Street, Suite 2400</b>		CITY <b>Houston</b>	STATE <b>TX</b>
		POSTAL CODE <b>77002</b>	COUNTRY <b>USA</b>

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME <b>Ridgewood Claiborne, LLC</b>			
OR			
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
21c. MAILING ADDRESS <b>14 Philips Parkway</b>		CITY <b>Montvale</b>	STATE <b>NJ</b>
		POSTAL CODE <b>07645</b>	COUNTRY <b>USA</b>

22.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME <b>Beacon Offshore Energy Operating LLC</b>			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c. MAILING ADDRESS <b>333 Clay Street, Suite 4200</b>		CITY <b>Houston</b>	STATE <b>TX</b>
		POSTAL CODE <b>77002</b>	COUNTRY <b>USA</b>

23.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME <b>CL&amp;F Offshore LLC</b>			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c. MAILING ADDRESS <b>1700 City Plaza Drive, Suite 360</b>		CITY <b>Spring</b>	STATE <b>TX</b>
		POSTAL CODE <b>77389</b>	COUNTRY <b>USA</b>

24. MISCELLANEOUS:

Additional party sheet 1 of 4  
Claiborne (MC794); supplement to Plaquemines Parish UCC File No. 38-15-1805.

**UCC FINANCING STATEMENT ADDITIONAL PARTY**  
FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

18a. ORGANIZATION'S NAME Beacon Growthco Operating Company, L.L.C.	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

**Print** **Reset**  
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME Ridgewood Rattlesnake, LLC			
OR			
19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
19c. MAILING ADDRESS 14 Philips Parkway		CITY Montvale	STATE NJ
		POSTAL CODE 07645	COUNTRY USA

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME Ridgewood Institutional IV Prospective Leases, LLC			
OR			
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
20c. MAILING ADDRESS 14 Philips Parkway		CITY Montvale	STATE NJ
		POSTAL CODE 07645	COUNTRY USA

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME Talos Exploration, LLC			
OR			
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
21c. MAILING ADDRESS 333 Clay Street, Suite 3300		CITY Houston	STATE TX
		POSTAL CODE 77002	COUNTRY USA

22.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME HE&D Offshore, L.P.			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c. MAILING ADDRESS 1200 Smith Street, Suite 2400		CITY Houston	STATE TX
		POSTAL CODE 77002	COUNTRY USA

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23a. ORGANIZATION'S NAME Ridgewood Claiborne, LLC			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c. MAILING ADDRESS 14 Philips Parkway		CITY Montvale	STATE NJ
		POSTAL CODE 07645	COUNTRY USA

24. MISCELLANEOUS:  
Additional party sheet 2 of 4  
Claiborne (MC794); supplement to Plaquemines Parish UCC File No. 38-15-1805.

**UCC FINANCING STATEMENT ADDITIONAL PARTY**  
FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

18a. ORGANIZATION'S NAME <b>Beacon Growthco Operating Company, L.L.C.</b>	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

**Print**

**Reset**

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OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c. MAILING ADDRESS <b>14 Philips Parkway</b>		CITY <b>Montvale</b>	STATE    POSTAL CODE    COUNTRY <b>NJ    07645    USA</b>

23.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME <b>Ridgewood Institutional IV Prospective Leases, LLC</b>			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c. MAILING ADDRESS <b>14 Philips Parkway</b>		CITY <b>Montvale</b>	STATE    POSTAL CODE    COUNTRY <b>NJ    07645    USA</b>

24. MISCELLANEOUS:

Additional party sheet 3 of 4  
Claiborne (MC794); supplement to Plaquemines Parish UCC File No. 38-15-1805.

**UCC FINANCING STATEMENT ADDITIONAL PARTY**  
FOLLOW INSTRUCTIONS

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Beacon Growthco Operating Company, L.L.C.	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

Print
Reset

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22a. ORGANIZATION'S NAME			
Talos Exploration, LLC			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
333 Clay Street, Suite 3300	Houston	TX	77002 USA

23.  ADDITIONAL SECURED PARTY'S NAME *or*  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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24. MISCELLANEOUS:

Additional party sheet 4 of 4  
Claiborne (MC794); supplement to Plaquemines Parish UCC File No. 38-15-1805.

**MEMORANDUM OF OPERATING AGREEMENT  
AND FINANCING STATEMENT COVERING  
MISSISSIPPI CANYON 794**

- 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 September 1, 2013, as amended and ratified by CL&F Offshore LLC effective August 3, 2015, (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 leases 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 this 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 of its rights, titles, and interests in and to (a) the Leases, (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.



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 this 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 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" attached hereto (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 any Non-Operating Party does not pay such Costs and other expenses or perform its obligations under this Agreement when due, the Operator shall have the additional right to notify the purchaser or purchasers of the defaulting Non-Operating Party's Hydrocarbon 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 \$25,000,000.00 (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 this 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 this Agreement or in the Memorandum of Operating Agreement and Financing Statement (Louisiana), as such term is defined in Section 6.3.b.(v) hereof) outstanding and unpaid and that are attributable to or charged against the interest of such Non-Operating Party pursuant to this 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 this 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 Leases or the Contract Area or attributable to the Leases 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 Leases or the

Contract Area or maintained or used in connection with the ownership, use or exploitation of the Leases or the Contract Area, and other surface and sub-surface equipment of any kind or character located on or attributable to the Leases 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 Leases 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 Leases 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 Leases or the Contract Area, or the oil and gas produced from or attributable to the Leases 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 Leases 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 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 Leases 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 Leases 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 extent, and only to the extent, those contracts and agreements cover or include all or any portion of the Leases or the Contract Area; and

(3) 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 existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases or the Contract Area.

(iii) Mortgage in Favor of the Non-Operating Parties. Operator's Affiliate, as defined in the Operating Agreement ("Mortgagor"), hereby grants to each Non-Operating Party a mortgage, hypothecate, and pledge of and over all of its rights, titles, and interests in and to (a) the Leases; (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.

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 this 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 this Agreement when due, the Non-Operating Parties shall have the additional right to notify the purchaser or purchasers of the Mortgagor's Hydrocarbon production and collect such Costs and other expenses out of the proceeds from the sale of the Mortgagor'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 Mortgagor'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 Mortgagor 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 \$25,000,000.00 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 Mortgagor, the liability of the Mortgagor under this 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 Mortgagor for, an amount exceeding) the actual obligations and indebtedness (including all interest charges, costs, attorneys' fees, and other charges provided for in this Agreement or in the Memorandum of Operating Agreement and Financing Statement (Louisiana), as such term is defined in Section 6.3.b.(v) hereof) outstanding and unpaid and that are attributable to or charged against the interest of the Operator pursuant to this 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 this Agreement, the Mortgagor 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 Leases or included within the Contract Area or attributable to the Leases 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 Leases or the

Contract Area or maintained or used in connection with the ownership, use or exploitation of the Leases or the Contract Area, and other surface and sub-surface equipment of any kind or character located on or attributable to the Leases or the Contract Area and the cash or other proceeds realized from the sale, transfer, disposition or conversion thereof. The interest of the Mortgagor in and to the oil and gas produced from or attributable to the Leases 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 Leases or the Contract Area. To the extent susceptible under applicable law, the security interest granted by the Mortgagor hereunder covers: (A) all substitutions, replacements, and accessions to the property of the Mortgagor described herein and is intended to cover all of the rights, titles and interests of the Mortgagor 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 Mortgagor in connection with the Leases or the Contract Area, the oil and gas produced from or attributable to the Leases or the Contract Area, whether now owned and existing or hereafter acquired or arising, including, without limitation, all interests of the Mortgagor 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 Mortgagor in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases 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 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 Leases 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 Leases 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 extent, and only to the extent, those contracts and agreements cover or include all or any portion of the Leases or the Contract Area; and

(3) 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 existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to any of the Leases or the Contract Area.

(v) Recordation. To provide evidence of, and to further perfect the Parties' security rights created hereunder, upon request, each Party shall execute and acknowledge the Memorandum of Operating Agreement and Financing Statement (Louisiana) attached as Exhibit "I" (the "Memorandum of Operating Agreement and Financing Statement (Louisiana)") in

multiple counterparts as appropriate. The Parties authorize the Operator to file the Memorandum of Operating Agreement and Financing Statement (Louisiana) in the public records set forth below to serve as notice of the existence of this Agreement as a burden on the title of the Working Interest Owners in the Leases or the Contract Area and for purposes of satisfying otherwise relevant recording and filing requirements of applicable law and to attach an original of the Memorandum of Operating Agreement and Financing Statement (Louisiana) to a standard UCC-1 for filing in the UCC records set forth below to perfect the security interests created by the Parties in this Agreement. Upon the acquisition of a leasehold interest in the Contract Area, the Parties shall, within five business days following request by one of the Parties hereto, execute and furnish to the requesting Party for recordation such a Memorandum of Operating Agreement and Financing Statement (Louisiana) describing such leasehold interest. Such Memorandum of Operating Agreement and Financing Statement (Louisiana) shall be amended from time to time upon acquisition of additional leasehold interests in the Contract Area, 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.

The Memorandum of Operating Agreement and Financing Statement (Louisiana) 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 Leases 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 Leases or the Contract Area shall specifically make such interests inferior to the rights of the Parties to this Agreement. If any Party whose Working Interest is so encumbered does not pay its share of Costs and other expenses authorized under this Agreement, and the proceeds from the sale of its Hydrocarbon production pursuant to this Section are insufficient to pay such Costs and expenses, the security rights provided for in this Section may be applied against the carved-out interests with which the defaulting or nonperforming Party's interest in the Leases 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.

- 6.0 Upon expiration of the Operating Agreement and the satisfaction of all debts thereunder, within thirty (30) days after receiving a written request from any Party, the Operator shall file of record with respect to the Operating Agreement and this Memorandum a release and termination on behalf of all Parties. Absent such request, Operator shall not be required to file such release or termination if the security rights hereunder have lapsed or will lapse, by operation of law, as a consequence of a continuation statement and/or reinscription notice not being filed. 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.
- 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 Leases.
- 10.0 This Memorandum may be executed or ratified in one or more counterparts and all of 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 The provisions of this Memorandum shall govern in the event of any conflict with the Operating Agreement.
- 12.0 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.

**WITNESSES:**

*April O. Roberts*  
Printed Name: April O Roberts  
*Susan B. Hooper*  
Printed Name: Susan B. Hooper

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

By: *Kemberlia Ducote*  
Kemberlia Ducote MA  
Secretary  
Date: 6/3/15  
Address: 1001 Ochsner Boulevard, Suite 200  
Covington, Louisiana 70433

**ACKNOWLEDGEMENT**

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

On this 3rd day of June, 2015 before me, appeared **Kemberlia Ducote** to me personally known, who, being by me duly sworn, did say that she is the Secretary of **LLOG EXPLORATION OFFSHORE, L.L.C.**, a Louisiana limited liability company, and that the foregoing instrument was signed on behalf of that limited liability company and she acknowledged the instrument to be the free act and deed of that limited liability company.

*Judy Reimel*  
NOTARY PUBLIC

**Judy Reimel**  
Notary Public - St. Tammany Parish  
My Commission Issued for Life  
Notary No. 60007

WITNESSES:

[Signature]  
Printed Name: April Orestant  
[Signature]  
Printed Name: Susan B. Hooper

LLOG BLUEWATER HOLDINGS, L.L.C.

By: [Signature]  
Scott R. Gutterman  
President and Chief Executive Officer **NA**  
Date: 6/3/15  
Address: 1001 Ochsner Boulevard, Suite 200  
Covington, Louisiana 70433

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

On this 3rd day of June, 2015 before me, appeared **Scott R. Gutterman** to me personally known, who, being by me duly sworn, did say that he is the President and Chief Executive Officer of **LLOG BLUEWATER HOLDINGS, L.L.C.**, a Delaware limited liability company, and that the foregoing instrument was signed on behalf of that limited liability company and he acknowledged the instrument to be the free act and deed of that limited liability company.

[Signature]  
NOTARY PUBLIC  
Judy Reimel  
Notary Public - St. Tammany Parish  
My Commission lasted for Life  
Notary No. 60007



WITNESSES:

*Rex Richardson*  
Printed Name: Rex Richardson

*Dan Greaser*  
Printed Name: Dan Greaser

Red Willow Offshore, LLC

By: *Richard L. Smith*  
Richard L. Smith  
Executive Vice President of Exploration and Land *RLS*

Date: 5/28/2015

Address:  
1415 Louisiana, Suite 4000  
Houston, Texas 77002

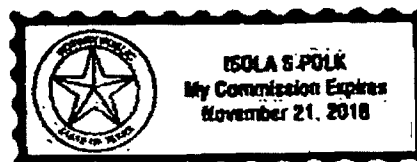
ACKNOWLEDGEMENT

STATE OF TEXAS

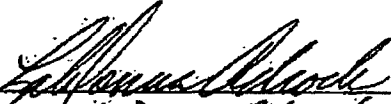
COUNTY OF HARRIS

On this 28 day of May, 2015 before me, appeared Richard L. Smith to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Exploration and Land, of Red Willow Offshore, LLC, a Colorado limited liability company and that the foregoing instrument was signed on behalf of that limited liability company and that he acknowledged the instrument to be the free act and deed of that limited liability company.

*Isola S. Polk*  
NOTARY PUBLIC

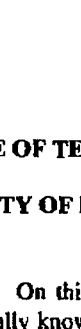


**WITNESSES:**

  
Printed Name: L. Donna Adcock

  
Printed Name: Tina DOUGHTY

**Ridgewood Claiborne, LLC**  
By: **Ridgewood Energy Corporation, as Manager**

By:   
W. Greg Tabor  
Executive Vice President

Date: 6-2-2015  
Address: 1254 Enclave Pkwy, Suite 600  
Houston, Texas 77077

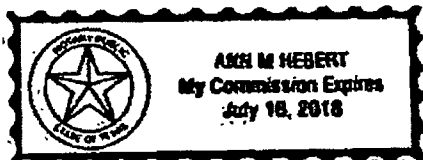
**ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF HARRIS**

On this 2nd day of June, 2015 before me, appeared **W. Greg Tabor** to me personally known, who, being by me duly sworn, did say he is the Executive Vice President of **Ridgewood Energy Corporation, manager of Ridgewood Claiborne, LLC**, a Delaware limited liability company and that the foregoing instrument was signed on behalf of that limited liability company by authority of its Board of Directors and he acknowledged the instrument to be the free act and deed of that limited liability company.

  
\_\_\_\_\_  
NOTARY PUBLIC



WITNESSES:

*Ladonna Adcock*  
Printed Name: LADONNA ADCOCK

*Tina Dougherty*  
Printed Name: TINA DOUGHERTY

**ILX Prospect Claiborne, LLC**  
By: **Ridgewood Energy Corporation, Attorney-in-Fact**

By: *W. Greg Tabor*  
W. Greg Tabor  
Executive Vice President

Date: 6-2-2015

Address: 1254 Enclave Pkwy, Suite 600  
Houston, Texas 77077

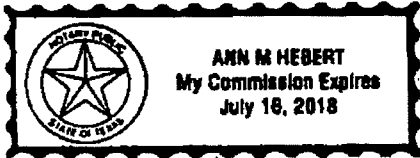
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 2nd day of June, 2015 before me, appeared **W. Greg Tabor** to me personally known, who, being by me duly sworn, did say he is the Executive Vice President of **Ridgewood Energy Corporation, Attorney in Fact** for **ILX Prospect Claiborne, LLC**, a Delaware limited liability company and that the foregoing instrument was signed on behalf of that limited liability company by authority of its Board of Directors and he acknowledged the instrument to be the free act and deed of that limited liability company.

*Ann M. Hebert*  
NOTARY PUBLIC



**WITNESSES:**

*Allen Wilkite*  
Printed Name: *Allen Wilkite*

*Brae Whitehead*  
Printed Name: *Brae Whitehead*

**HE&D Offshore, L.P.**

By: *P. David Amend*  
P. David Amend  
Vice President, Land

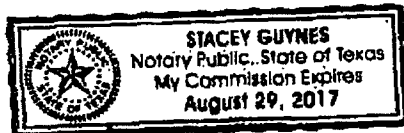
Date: *5/28/15*  
Address: *Two Allen Center  
1200 Smith, Suite 2400  
Houston, TX 77002*

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**

**COUNTY OF HARRIS**

On this *28* day of *May*, 2015 before me, appeared P. David Amend to me personally known, who, being by me duly sworn, did say he is the **Vice President, Land** of **HE&D Offshore, L.P.**, a Texas limited partnership and that the foregoing instrument was signed in behalf of that limited partnership by authority of its Board of Directors and he acknowledged the instrument to be the free act and deed of that limited partnership.



*Stacey Guynes*  
NOTARY PUBLIC

WITNESSES:

*Alida Gibson-Riley*  
Printed Name: Alida Gibson-Riley

*Maryann Orlando*  
Printed Name: Maryann Orlando

CL&F Offshore LLC

By: *R. Paul Loveless*  
R. Paul Loveless  
President

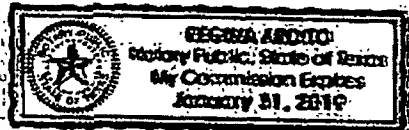
Date: 10/14/15  
Address: 16945 Northchase Drive  
4 Greenspoint Place, Suite 1500  
Houston, TX 77060

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 14<sup>th</sup> day of October, 2015 before me, appeared R. Paul Loveless to me personally known, who, being by me duly sworn, did say he is the President of CL&F Offshore LLC, a Delaware limited liability company and that the foregoing instrument was signed in behalf of that limited liability company by authority of its Board of Directors and he acknowledged the instrument to be the free act and deed of that limited liability company.



*Regina Arzoo*  
NOTARY PUBLIC

ATTACHMENT "1"

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
MEMORANDUM OF OPERATING AGREEMENT  
AND FINANCING STATEMENT COVERING  
MISSISSIPPI CANYON 794

A. **OPERATOR:**

LLOG Exploration Offshore, L.L.C.

B. **CONTRACT AREA**

All of Mississippi Canyon 794.

**DESCRIPTION OF LEASE(S):**

That certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act OCS-G 34909 dated September 1, 2013 between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al as Lessees, covering all of Block 794, Mississippi Canyon, containing approximately 5,760.00 acres, more or less.

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

LLOG Exploration Offshore, L.L.C.  
CityCentre Three  
842 West Sam Houston Pkwy N., Ste 600  
Houston, Texas 77079  
Attention: Mr. K. Scott Spence  
Phone: (281) 752-1106  
Fax: (281) 752-1190  
Email [scottis@llog.com](mailto:scottis@llog.com)

LLOG Bluewater Holdings, L.L.C.  
1001 Ochsner Blvd., Ste. 200  
Covington, LA 70433  
Attention: Judy Reimel  
Phone: (985) 801-4300  
Fax: (985) 801-4796  
Email [judy@llog.com](mailto:judy@llog.com)

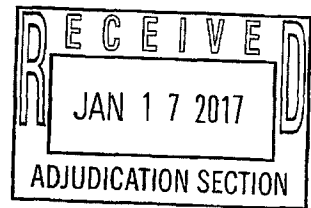
Ridgewood Claiborne, LLC  
1254 Enclave Pkwy, Suite 600  
Houston, Texas 77077  
Attention: Mr. W. Greg Tabor  
Phone: (281) 293-9384  
Fax: (281) 293-7391  
Email [wtabor@ridgewoodenergy.com](mailto:wtabor@ridgewoodenergy.com)

Red Willow Offshore, LLC  
1415 Louisiana, Suite 4000  
Houston, Texas 77002  
Attention: Mr. Rex Richardson  
Phone: (281) 822-7509  
Fax: (281) 822-7501  
Email [michard@rwpc.us](mailto:michard@rwpc.us)

ILX Prospect Claiborne, LLC  
c/o Ridgewood Energy Corporation  
1254 Enclave Pkwy, Suite 600  
Houston, TX 77077  
Attention: Mr. W. Greg Tabor  
Phone: (281) 293-9384  
Fax: (281) 293-7391  
Email [wtabor@ridgewoodenergy.com](mailto:wtabor@ridgewoodenergy.com)

HE&D Offshore, L.P.  
Two Allen Center  
1200 Smith, Suite 2400  
Houston, TX 77002  
Attention: Mr. P. David Amend  
Phone: (713) 650-8008  
Fax: (713) 650-8305  
Email [p david@houstonenergyinc.com](mailto:p david@houstonenergyinc.com)

CL&F Offshore LLC  
16945 Northchase Drive  
Greenspoint Place, Suite 1500  
Houston, TX 77060-2153  
Attention: Ms. Tammy Willis  
Phone: (281) 873-9378  
Fax: (281) 872-4398  
Email [twillis@cl-f-co.com](mailto:twillis@cl-f-co.com)



**RATIFICATION AND AMENDMENT OF MEMORANDUM OF OPERATING AGREEMENT AND FINANCING STATEMENT**

This Ratification and Amendment of Memorandum of Operating Agreement & Financing Statement (the "**Ratification and Amendment**") is made effective as of April 28<sup>th</sup>, 2016 (the "**Effective Date**").

**WHEREAS**, by instrument dated effective September 1, 2013, LLOG Exploration Offshore, L.L.C. ("**LLOG**"), as Operator, and LLOG Bluewater Holdings, L.L.C. ("**LBH**"), Ridgewood Claiborne, LLC ("**Ridgewood**"), ILX Prospect Claiborne, LLC ("**ILX**"), HE&D Offshore, L.P. ("**HE&D**"), Red Willow Offshore, LLC ("**Red Willow**"), and CL&F Offshore LLC ("**CL&F**"), as Non-Operators, entered into that certain Operating Agreement, as amended and ratified (the "**OA**") having a Contract area consisting of all of Mississippi Canyon Block 794, covered by lease bearing serial number OCS-G 34909, such area and lease is hereinafter referred to as the "Lease" and such contract area hereinafter referred to as the "**Claiborne Prospect**";

**WHEREAS**, by instrument dated effective September 1, 2013, LLOG, LBH, Ridgewood, ILX, HE&D, Red Willow and CL&F entered into that certain Memorandum of Operating Agreement and Financing Statement (the "**Memorandum**") for the Claiborne Prospect, which Memorandum was recorded in the Plaquemines Parish, Louisiana and at the offices of the Bureau of Ocean Energy Management, Gulf of Mexico Region ("**BOEM**"), as follows:

**Plaquemines Parish, Louisiana**

INDEX TYPE	BOOK	PAGE	NUMBER
Mortgage	672	811	2015-00004043
Conveyance	1349	51	2015-00004043

**BOEM**

In the Non-Required Files maintained with respect to lease OCS-G 34909;

**WHEREAS**, financing statements under the Uniform Commercial Code (the "**Financing Statements**") were filed in connection with the Memorandum in the records of Plaquemines Parish, Louisiana and the Offices of the Secretary of State for the States of Colorado, Texas, Delaware and Louisiana, as follows:

**Plaquemines Parish, Louisiana**

INDEX TYPE	BOOK	PAGE	NUMBER
UCC	3815	1805	2015-00004044

**Office of the Secretary of State**

STATE	NUMBER
Colorado	2015 2098271
Texas	15-0034286180
Delaware	2015-4939202
Louisiana	38-15-1805

**WHEREAS** the Memorandum provides for liens on and security interests in the lands and lease covered by the Claiborne Prospect, and in tangible and intangible personal property related to the development of same;

**WHEREAS**, by Conveyance, Assignment and Bill of Sale dated effective April 28, 2016, LBH conveyed an undivided 75% of its Record Title Interest in the Lease to Rattlesnake Production Company, L.L.C. ("**Rattlesnake**"), which assignment was recorded in the Conveyance Records of Plaquemines Parish, Louisiana in Book 1359, at Page 332, under File Number 2016-00002054;

**WHEREAS**, by Conveyance, Assignment and Bill of Sale dated effective April 28, 2016, LBH conveyed an undivided 25% of its Record Title Interest in the Lease to LLOG Exploration & Production Company, L.L.C. ("**LLOG E&P**"), which assignment was recorded in the Conveyance Records of Plaquemines Parish, Louisiana in Book 1359, at Page 366, under File Number 2016-00002055;

**WHEREAS**, by instrument dated effective April 28, 2016, Rattlesnake ratified, adopted and confirmed the terms and provision of the OA and thus became bound to same as if it were an original signatory party.

**WHEREAS**, by instrument dated effective April 28, 2016, LLOG E&P ratified, adopted and confirmed the terms and provision of the OA and thus became bound to same as if it were an original signatory party.

**WHEREAS**, by Certificate of Amendment to Certificate of Formation dated September 19, 2016, Rattlesnake changed its name to Beacon Offshore Energy Operating LLC ("**Beacon**"), which amendment was filed with the Delaware Secretary of State under File Number 5893546.

**WHEREAS** the parties to the Memorandum agree therein that a person having an interest in the contract area can ratify such Memorandum by executing and delivering an instrument of ratification;

**NOW THEREFORE**, in consideration of the terms, conditions, recitals and stipulations contained in the Memorandum, the undersigned parties hereby agree as follows:

1. LLOG E&P and Beacon do hereby expressly ratify, join, approve, adopt and confirm the Memorandum, and agree to be bound by all of the terms, conditions, recitals, stipulations and provisions contained in the Memorandum, 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 Ratification and Amendment by LLOG E&P and Beacon has the same force and effect as if LLOG E&P and Beacon had originally executed the Memorandum.
2. LBH shall be removed as a party to the Memorandum.
3. The Attachment "1" to the Memorandum shall be deleted in its entirety and replaced with the Attachment "1" attached hereto and made part hereof.
4. This Ratification and Amendment shall be binding upon the undersigned parties and their respective successors and assigns.
5. Except for the matters specifically addressed in this Ratification and 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 Ratification and 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 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 OA referenced in the Memorandum.

This Ratification and 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.



EXECUTED on the date(s) set forth below, but effective as of the Effective Date.

**OPERATOR:**

**WITNESSES:**

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

*April O. Pertuit*  
April O. Pertuit

By: *Kemberlia K. Ducote*  
Kemberlia K. Ducote  
Secretary

*Alisha Viger*  
Alisha Viger

Date: 12/8/16

**ACKNOWLEDGEMENT**

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

**BEFORE ME**, the undersigned authority, on this day personally appeared, **Kemberlia K. 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.**, a Louisiana limited liability company, 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 capacity therein stated.

GIVEN under my hand and seal of office this 8<sup>th</sup> day of December, 2016.

*George Moore Gilly*  
NOTARY PUBLIC

George Moore Gilly  
Notary Public  
State of Louisiana  
Louisiana Bar Roll # 06234  
My Commission is issued for Life.

My commission is for life.

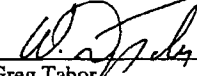
**NON-OPERATORS:**

**WITNESSES:**

  
Printed Name: Annette Taffalo

  
Printed Name: Lucas Ortiz

**RIDGEWOOD CLAIBORNE, LLC**

By:   
W. Greg Tabor  
Executive Vice President

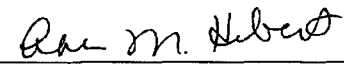
Date: 11-21-2016

**ACKNOWLEDGEMENT**

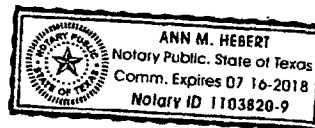
**STATE OF TEXAS**

**COUNTY OF HARRIS**

On this 21<sup>st</sup> day of November, 2016, before me appeared **W. Greg Tabor**, to me personally known, who, being by me duly sworn, did say he is the Executive Vice President of **RIDGEWOOD CLAIBORNE, LLC**, a Delaware limited liability company, 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.

  
NOTARY PUBLIC

My commission expires 7-16-2018



WITNESSES:

RED WILLOW OFFSHORE, LLC

*Rex Richardson*  
Printed Name: Rex Richardson

By: *Richard L. Smith*  
Richard L. Smith  
Executive Vice President - Offshore

*Dan Greaser*  
Printed Name: Dan Greaser

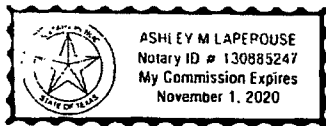
Date: 11/22/2016

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 22nd day of November, 2016, before me appeared **Richard L. Smith**, to me personally known, who, being by me duly sworn, did say he is the Executive Vice President - Offshore of **RED WILLOW OFFSHORE, LLC**, a Colorado limited liability company, 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.



*Ashley M. Laperouse*  
NOTARY PUBLIC

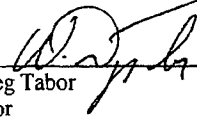
My commission expires 11/1/2020

**WITNESSES:**

  
Printed Name: Annetta Tafallo

  
Printed Name: Lucas Ortiz

**ILX PROSPECT CLAIBORNE, LLC**

By:   
W. Greg Tabor  
Director

Date: 11-21-2016

**ACKNOWLEDGEMENT**

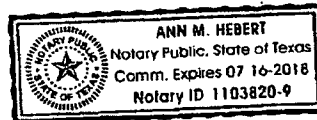
**STATE OF TEXAS**

**COUNTY OF HARRIS**

On this 21<sup>st</sup> day of November, 2016, before me appeared **W. Greg Tabor**, to me personally known, who, being by me duly sworn, did say he is the Director of **ILX PROSPECT CLAIBORNE, LLC**, a Delaware limited liability company, 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.

  
NOTARY PUBLIC

My commission expires 7-16-2018



WITNESSES:

Heath Suire  
Printed Name: Heath Suire

Brae Whitehead  
Printed Name: Brae Whitehead

HE&D OFFSHORE, L.P.  
By: MKD Investments, LLC, its General Partner  
By: P. David Amend  
P. David Amend  
Vice President - Land

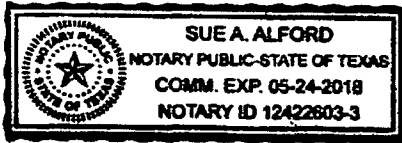
Date: December 21, 2016

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 21st day of December, 2016, before me appeared **P. David Amend**, to me personally known, who, being by me duly sworn, did say he is the Vice President - Land of **HE&D OFFSHOE, L.P.**, a Texas limited partnership, and that the foregoing instrument was executed on behalf of said partnership by authority of its members, and he also acknowledged said instrument to be the free act and deed of said partnership.



Sue A. Alford  
NOTARY PUBLIC

My commission expires 5/24/2018

WITNESSES:

Tammy Willis  
Printed Name: Tammy Willis

Alida Gibson-Riley  
Printed Name: Alida Gibson-Riley

CL&F OFFSHORE LLC

By: R. Paul Loveless  
R. Paul Loveless  
President

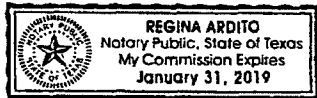
Date: 11-28-16

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 28th day of November, 2016, before me appeared **R. Paul Loveless**, to me personally known, who, being by me duly sworn, did say he is the President of **CL&F OFFSHORE LLC**, a Delaware limited liability company, 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.



Regina Ardito  
NOTARY PUBLIC

My commission expires 1-31-2019

WITNESSES:



Printed Name: Bryce Hollingsworth



Printed Name: Joseph Pukite

BEACON OFFSHORE ENERGY  
OPERATING LLC

By: 

Marc Hensel  
Chief Financial Officer

Date: 12/7/2016

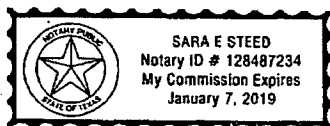
ACKNOWLEDGEMENT

STATE OF Texas

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared, Marc Hensel, known to me to be the person whose name is subscribed to the forgoing instrument as Chief Financial Officer of BEACON OFFSHORE ENERGY OPERATING LLC, a Delaware limited liability company, 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 capacity therein stated.

GIVEN under my hand and seal of office this 7<sup>th</sup> day of December, 2016.




  
NOTARY PUBLIC

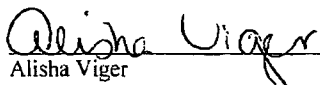
My commission expires 1/7/19

WITNESSES:

LLOG EXPLORATION & PRODUCTION  
COMPANY, L.L.C.

  
April O. Pertuit

By:   
Kemberlia K. Ducote  
Secretary

  
Alisha Viger

Date: 12/18/16

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, the undersigned authority, on this day personally appeared, **Kemberlia K. Ducote**, known to me to be the person whose name is subscribed to the forgoing instrument as Secretary of **LLOG EXPLORATION & PRODUCTION COMPANY, L.L.C.**, a Louisiana limited liability company, 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 capacity therein stated.

GIVEN under my hand and seal of office this 18<sup>th</sup> day of December, 2016.

  
\_\_\_\_\_

NOTARY PUBLIC

George Moore Gilly  
Notary Public  
State of Louisiana  
Louisiana Bar Roll # 06234  
My Commission is issued for Life.

My commission expires at death



**ATTACHMENT "1"**

**Attached to and made a part of that certain  
Ratification and Amendment of Memorandum of Operating  
Agreement and Financing Statement  
dated effective April 28, 2016 by and between  
LLOG Exploration Offshore, L.L.C., as Operator, and  
Ridgewood Claiborne, LLC, et al, as Non-Operators**

**A. OPERATOR:**  
LLOG Exploration Offshore, L.L.C.

**B. CONTRACT AREA**  
All of Mississippi Canyon 794.

**DESCRIPTION OF LEASE(S):**

That certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act OCS-G 34909 dated September 1, 2013 between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al as Lessees, covering all of Block 794, Mississippi Canyon, containing approximately 5,760.00 acres, more or less.

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

LLOG Exploration Offshore, L.L.C. CityCentre Three 842 West Sam Houston Pkwy N., Ste 600 Houston, Texas 77024 Attention: Mr. K. Scott Spence Phone: (281) 752-1106 Fax: (281) 752-1190 Email <a href="mailto:scotts@llog.com">scotts@llog.com</a>	Beacon Offshore Energy Operating LLC 345 Park Avenue 43 <sup>rd</sup> Floor New York, New York 10154 Attention: Mr. Gary Levin Phone: (212) 390-2846 Fax: (212) 201-2874 Email <a href="mailto:gary.levin@blackstone.com">gary.levin@blackstone.com</a>
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Ridgewood Claiborne, LLC 1254 Enclave Pkwy, Suite 600 Houston, Texas 77077 Attention: Mr. W. Greg Tabor Phone: (281) 293-9384 Fax: (281) 293-7391 Email <a href="mailto:gtabor@ridgewoodenergy.com">gtabor@ridgewoodenergy.com</a>	Red Willow Offshore, LLC 1415 Louisiana, Suite 4000 Houston, Texas 77002 Attention: Mr. Rex Richardson Phone: (281) 822-7509 Fax: (281) 822-7501 Email <a href="mailto:rRichard@rwpc.us">rRichard@rwpc.us</a>
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ILX Prospect Claiborne, LLC c/o Ridgewood Energy Corporation 1254 Enclave Pkwy, Suite 600 Houston, Texas 77077 Attention: Mr. W. Greg Tabor Phone: (281) 293-9384 Fax: (281) 293-7391 Email <a href="mailto:gtabor@ridgewoodenergy.com">gtabor@ridgewoodenergy.com</a>	HE&D Offshore, L.P. Two Allen Center 1200 Smith, Suite 2400 Houston, Texas 77002 Attention: Mr. P. David Amend Phone: (713) 650-8008 Fax: (713) 650-8305 Email <a href="mailto:pdavid@houstonenergyinc.com">pdavid@houstonenergyinc.com</a>
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CL&F Offshore LLC 16945 Northchase Drive 4 Greenspoint Place, Suite 1500 Houston, Texas 77060-2153 Attention: Ms. Tammy Willis Phone: (281) 873-9378 Fax: (281) 872-4398 Email <a href="mailto:twillis@clf-co.com">twillis@clf-co.com</a>	LLOG Exploration & Production Company, L.L.C. CityCentre Three 842 West Sam Houston Pkwy N., Ste 600 Houston, Texas 77024 Attention: Mr. K. Scott Spence Phone: (281) 752-1106 Fax: (281) 752-1190 Email <a href="mailto:scotts@llog.com">scotts@llog.com</a>
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**RATIFICATION AND SECOND AMENDMENT OF  
MEMORANDUM OF OPERATING AGREEMENT  
AND  
NOTICE OF REINSCRIPTION**

This Ratification and Second Amendment of Memorandum of Operating Agreement and Notice of Reinscription (this "*Amendment and Reinscription*") is entered into by and among **Beacon Growthco Operating Company, L.L.C. ("BGOC")**, a Texas limited liability company; **Beacon Offshore Energy Operating LLC ("BOE")**, a Delaware limited liability company; **CL&F Offshore LLC ("CL&F")**, a Delaware limited liability company; **HE&D Offshore, L.P. ("HE&D")**, a Texas limited partnership; **Ridgewood Claiborne, LLC ("RWC")**, a Delaware limited liability company; **Ridgewood Institutional IV Prospective Leases, LLC ("RIIV")**, a Delaware limited liability company; **Ridgewood Rattlesnake, LLC ("RWR")**, a Delaware limited liability company; and **Talos Exploration LLC ("Talos")**, a Delaware limited liability company. These parties are sometimes referred to below each as a "*Party*" and collectively as the "*Parties*."

**RECITALS**

A. Reference is made to the following document (the "*Original MOA*"): Memorandum of Operating Agreement and Financing Statement dated effective September 1, 2013 by LLOG Exploration Offshore, L.L.C. ("*LEO*"), LLOG Bluewater Holdings, L.L.C. ("*LBH*"), Red Willow Offshore, LLC ("*RWO*"), RWC, ILX Prospect Claiborne, LLC ("*ILX*"), HE&D and CL&F, which document was filed or recorded (without limitation) as follows:

<b>Filing/Recordation Jurisdiction</b>	<b>Filing/Recordation Data</b>	<b>Filing/Recordation Date</b>
Plaquemines Parish, Louisiana	Mortgage Book 672, Page 811 and Conveyance Book 1349, Page 51, all under File No. 2015-00004043	October 20, 2015
Bureau of Ocean Energy Management	in the adjudication (non-required) files for lease OCS-G 34909	November 12, 2015

Reference is also made to the following document (the "*1st MOA Amendment*"), which ratified and amended the Original MOA: Ratification and Amendment of Memorandum of Operating Agreement and Financing Statement dated effective April 28, 2016 by LEO, RWC, RWO, ILX, HE&D, CL&F, BOE and LLOG Exploration & Production Company, L.L.C. ("*LEP*"), which document was filed or recorded (without limitation) as follows:

<b>Filing/Recordation Jurisdiction</b>	<b>Filing/Recordation Data</b>	<b>Filing/Recordation Date</b>
Plaquemines Parish, Louisiana	Mortgage Book 702, Page 872 and Conveyance Book 1371, Page 328, all under File No. 2016-00005177	December 29, 2016
Bureau of Ocean Energy Management	in the adjudication (non-required) files for lease OCS-G 34909	January 17, 2017

As used herein, the term "*MOA*" refers to the Original MOA as ratified and amended by the 1st MOA Amendment.

B. Reference is also made to the following documents:

(i) Operating Agreement referenced in the Original MOA (namely, that Operating Agreement dated effective September 1, 2013 by LEO, LBH, RWC, ILX, HE&D and RWO with respect to the Contract Area and Lease described in the Original MOA) (the “*Operating Agreement*”);

(ii) Ratification and Amendment of Operating Agreement dated effective August 3, 2015 by LEO, LBH, HE&D, RWO, RWC, ILX and CL&F (the “*1st OA Amendment*”; and the Operating Agreement as so ratified and amended, the “*Original OA*”);

(iii) the Ratification of Operating Agreement (Claiborne Prospect) dated effective April 28, 2016 by LLOG Exploration & Production Company, L.L.C. (“*LEP*”) (the “*LEP Ratification*”), by which LEP ratified, confirmed and adopted the Original OA;

(iv) the Ratification of Operating Agreement (Claiborne Prospect) dated effective April 28, 2016 by BOE (then known as Rattlesnake Production Company, L.L.C. (“*RPC*”)) (the “*Rattlesnake Ratification*”), by which such company ratified, confirmed and adopted the Original OA;

(v) Ratification and Second Amendment of Operating Agreement (Claiborne Prospect) dated effective November 2, 2018 by BGOC, LEP, BOE, RWC, ILX, RWO and CL&F (the “*2nd OA Amendment*”), by which the parties thereto ratified and amended the Original OA; and

(vi) Ratification and Third Amendment of Operating Agreement (Claiborne Prospect) dated effective April 1, 2022 by the Parties (the “*3rd OA Amendment*”), by which the Parties ratified and amended the Original OA as ratified by the LEP Ratification and the Rattlesnake Ratification and as ratified and amended by the 2nd OA Amendment.

As used herein, the term “*OA*” refers to the Original OA as ratified by the LEP Ratification and the Rattlesnake Ratification and as ratified and amended by the 2nd OA Amendment and as further ratified and amended by the 3rd OA Amendment.

C. By Certificate of Merger dated February 28, 2020 and filed with the Delaware Secretary of State under File No. 7787770 and recognized by the Bureau of Ocean Energy Management (the “*BOEM*”) on September 22, 2020, ILX merged with and into Talos with the name of the surviving company being Talos Exploration LLC.

D. By various assignments, the current parties to the OA are the Parties and have designated BGOC as the Operator under and as defined in the OA.

E. The Parties desire to ratify and amend the MOA as set forth herein and to be bound by the terms of the MOA as amended herein and to receive the benefits thereof.

**NOW THEREFORE**, considering the premises above, the provisions below and other good and valuable cause and consideration, the Parties hereby agree as follows:

1. The Original MOA is hereby amended as follows effective September 1, 2013:

- a. Wherever the term "Non-Operator" appears in the Original MOA, such term has the same meaning as the term "Non-Operating Party" as used in the Original MOA (and as used and defined in the OA); both such terms include each party thereto other than the party thereto designated as the Operator on Attachment 1 thereto. Similarly, wherever the term "Non-Operators" appears in the Original MOA, such term has the same meaning as the term "Non-Operating Parties" as used in the Original MOA (and as used and defined in the OA); both such terms include all parties thereto other than the party thereto designated as the Operator on Attachment 1 thereto.
  - b. The phrase "Operator's Affiliate, as defined in the Operating Agreement ("Mortgagor"), hereby" as it appears in the first two lines of paragraph 5.0(a)(iii) of the Original MOA is hereby amended to read "Operator (as well as any Party to the Operating Agreement that is also an Affiliate (as defined in the Operating Agreement) of Operator) (collectively, "Mortgagor") hereby" instead.
2. The Original MOA as amended by the 1st MOA Amendment is hereby further amended as follows effective April 1, 2022:
- a. The Parties acknowledge and agreement that each of LEO, RWO and LEP is no longer a party to the MOA or the OA.
  - b. Wherever it appears in the MOA, ILX's name is hereby removed and replaced with Talos's name.
  - c. Wherever the term "Party" or "Parties" appears in the MOA, such term refer to the Parties to this Amendment and Reinscription.
  - d. The Attachment "1" to the MOA is hereby deleted in its entirety and replaced with the Attachment 1 attached hereto and made a part hereof.
3. The Parties acknowledge and agree that, except as amended in paragraphs 1 and 2 above, (a) no changes or modifications are hereby made to the MOA; (b) the MOA shall remain in full force and effect as originally written; and (c) the Parties hereby expressly ratify, join, approve, adopt and confirm the MOA and agree to be bound by all of the terms, conditions, recitals, stipulations and provisions in the MOA to the same extent as if the same were set out fully and incorporated herein, it being the Parties' intent for the execution of this Amendment and Reinscription by the Parties to have the same force and effect as if each Party had originally executed the Original MOA, the 1st MOA Amendment and each document referenced in recital B above.
4. The Parties further acknowledge and agree as follows:
- a. The Original MOA created and evidenced various mortgages. The names of the mortgagors as they appear in the Original MOA are LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Red Willow Offshore, LLC, Ridgewood Claiborne, LLC, ILX Prospect Claiborne, LLC, HE&D Offshore, L.P. and CL&F Offshore LLC.
  - b. The Operating Agreement created and evidenced various mortgages. The names of the mortgagors as they appear in the Operating Agreement are LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Red Willow Offshore, LLC, Ridgewood Claiborne, LLC, ILX Prospect Claiborne, LLC and HE&D Offshore, L.P. The names of the mortgagors as they appear in the Original OA are LLOG Exploration Offshore,

L.L.C., LLOG Bluewater Holdings, L.L.C., Red Willow Offshore, LLC, Ridgewood Claiborne, LLC, ILX Prospect Claiborne, LLC, HE&D Offshore, L.P. and CL&F Offshore LLC.

- c. The names of mortgagors as they appear in the MOA as amended by this Amendment and Reinscription (the MOA as so amended, the “*Memorandum*”) and also the names of the mortgagors as they appear in the OA are Beacon Growthco Operating Company, L.L.C., Beacon Offshore Energy Operating LLC, CL&F Offshore LLC, HE&D Offshore, L.P., Ridgewood Claiborne, LLC, Ridgewood Institutional IV Prospective Leases, LLC, Ridgewood Rattlesnake, LLC and Talos Exploration LLC.

Pursuant to Louisiana Civil Code article 3362 and otherwise, the Parties hereby declare that each of the Original MOA, the MOA, the Operating Agreement, the Original OA and the OA is **reinscribed**.

5. The Parties hereby authorize the Operator under the OA (which the Parties acknowledge and agree is currently BGOC) to file (a) this Amendment and Reinscription in the conveyance and mortgage records of Plaquemines Parish, Louisiana, (b) this Amendment and Reinscription in the BOEM’s adjudication (non-required) files for lease OCS G 34909 and (c) one or more pertinent UCC financing statement amendments (including, as appropriate, with a copy of this Ratification, Amendment and Ratification attached hereto) in any pertinent Uniform Commercial Code records (including without limitation those maintained by (a) the Clerk of Court for Plaquemines Parish, Louisiana, (b) the Colorado Secretary of State, (c) the Delaware Secretary of Texas and (d) the Texas Secretary of State).
6. The Parties hereby request, authorize and direct (a) the recorder of mortgages for Plaquemines Parish, Louisiana to make note of this Amendment and Reinscription in the margins of the inscription of each of the Original MOA and the 1st MOA Amendment as each such document was recorded in the mortgage records of that office and (b) the BOEM to make note of, and file, this Amendment and Reinscription in its adjudication (non-required) files for lease OCS G 34909.
7. This Amendment and Reinscription shall be binding upon the Parties and their respective successors and assigns.
8. This Amendment and Reinscription 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.

*[remainder of page intentionally blank; signature pages follow]*

State of Texas

County of Harris

THUS DONE AND SIGNED by BGOC on this 1 day of September 2023 before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who sign their names below with BGOC and me. Notary, after a due reading of the whole.

WITNESSES to all signatures on this page:

BGOC:

**Beacon Growthco Operating Company,  
L.L.C., a Texas limited liability company**

Signature: [Signature]  
Name printed: Derek Riffe

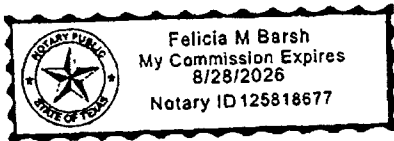
By: [Signature]  
Name: Jay Register  
Title: **Vice President Land & Business  
Development and Secretary**

Signature: [Signature]  
Name printed: Scott Chollymp

[NOTE: Neither the notary nor the person signing for BGOC is to be a witness.]

[Signature]  
Notary Public, State of Texas  
Name of Notary: Felicia Barsh  
Notarial Identification No. 125818677  
My notarial commission expires 8/28/2026

[SEAL]



State of Texas

County of Harris

THUS DONE AND SIGNED by BOE on this 1 day of September 2023 before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who sign their names below with BOE and me, Notary, after a due reading of the whole.

WITNESSES to all signatures on this page:

BOE:

**Beacon Offshore Energy Operating LLC.**  
a Delaware limited liability company

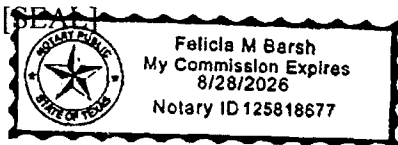
Signature: [Signature]  
Name printed: Derek Riffe

By: [Signature]  
Name: Jay Register  
Title: **Vice President Land & Business  
Development and Secretary**

Signature: [Signature]  
Name printed: Scott Chalvey

[NOTE: Neither the notary nor the person signing for BOE is to be a witness.]

[Signature]  
Notary Public, State of Texas  
Name of Notary: Felicia Barsh  
Notarial Identification No. 125818677  
My notarial commission expires 8/28/2026



State of Texas

County of Harris

THUS DONE AND SIGNED by CL&F on this 14th day of September, 2023 before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who sign their names below with CL&F and me, Notary, after a due reading of the whole.

WITNESSES to all signatures on this page:

CL&F:

**CL&F Offshore LLC,**  
a Delaware limited liability company

Signature: *Tammy Willis*  
Name printed: Tammy Willis

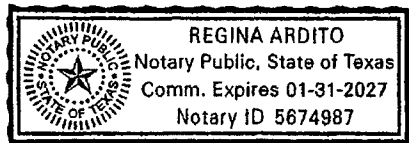
By: *R. Paul Loveless*  
Name: **R. Paul Loveless**  
Title: **President & CEO**

Signature: *Cristea Balcar*  
Name printed: Cristea Balcar

[NOTE: Neither the notary nor the person signing for CL&F is to be a witness.]

*Regina Ardito*  
Notary Public, State of Texas  
Name of Notary: Regina Ardito  
Notarial Identification No. 5674987  
My notarial commission expires 01-31-2027

[SEAL]





State of Texas

County of Harris

THUS DONE AND SIGNED by HE&D on this 14th day of September, 2023 before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who sign their names below with HE&D and me, Notary, after a due reading of the whole.

WITNESSES to all signatures on this page:

HE&D:

**HE&D Offshore, L.P.,**  
a Texas limited partnership

By MKD Investments, LLC,  
its General Partner

Signature: Matthew Meyers  
Name printed: Matthew Meyers

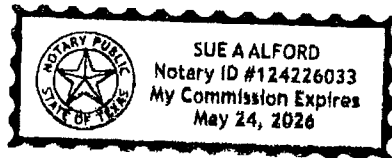
By: [Signature]  
Name: **Heath Suire**  
Title: **Offshore Land Manager**

Signature: Martha Ann Moore  
Name printed: Martha Ann Moore

[NOTE: Neither the notary nor the person signing for HE&D is to be a witness.]

[Signature]  
Notary Public, State of Texas  
Name of Notary: Sue A. Alford  
Notarial Identification No. 124226033  
My notarial commission expires 5/24/2026

[SEAL]



State of Texas

County of Harris

THUS DONE AND SIGNED by RWC on this 4<sup>th</sup> day of October, 2023 before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who sign their names below with RWC and me, Notary, after a due reading of the whole.

WITNESSES to all signatures on this page:

RWC:

**Ridgewood Claiborne, LLC,**  
a Delaware limited liability company

Signature: [Handwritten Signature]  
Name printed: Jeff Byrd

By: [Handwritten Signature]  
Name: **Fritz L. Spencer, III**  
Title: **Attorney-In-Fact**

Signature: [Handwritten Signature]  
Name printed: Ann Hebert

[NOTE: Neither the notary nor the person signing for RWC is to be a witness.]

[Handwritten Signature]

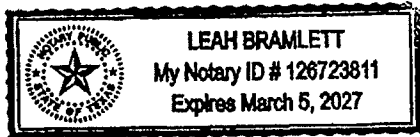
Notary Public, State of Texas

Name of Notary: Leah Bramlett

Notarial Identification No. 126723811

My notarial commission expires March 5, 2027

[SEAL]



State of Texas

County of Harris

THUS DONE AND SIGNED by RWIV on this 4<sup>th</sup> day of October, 2023 before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who sign their names below with RWIV and me, Notary, after a due reading of the whole.

WITNESSES to all signatures on this page:

RWC:

**Ridgewood Institutional IV Prospective Leases, LLC**, a Delaware limited liability company

Signature: [Handwritten Signature]  
Name printed: Jeff Byrd

By: [Handwritten Signature]  
Name: **Fritz L. Spender, III**  
Title: **Attorney-In-Fact**

Signature: [Handwritten Signature]  
Name printed: Ann Hebert

[NOTE: Neither the notary nor the person signing for RWIV is to be a witness.]

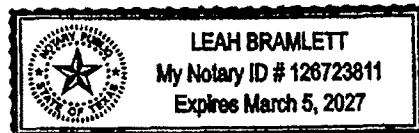
[Handwritten Signature]  
Notary Public, State of Texas

Name of Notary: Leah Bramlett

Notarial Identification No. 126723811

My notarial commission expires March 5, 2027

[SEAL]



State of Texas

County of Harris

THUS DONE AND SIGNED by RWR on this 4<sup>th</sup> day of October, 2023 before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who sign their names below with RWR and me, Notary, after a due reading of the whole.

WITNESSES to all signatures on this page:

RWC:

**Ridgewood Rattlesnake LLC**, a Delaware limited liability company

Signature: [Handwritten Signature]  
Name printed: Jeff Byrd

By: [Handwritten Signature]  
Name: **Fritz L. Spencer, III**  
Title: **Attorney-In-Fact**

Signature: [Handwritten Signature]  
Name printed: Ann Hebert

[NOTE: Neither the notary nor the person signing for RWR is to be a witness.]

[Handwritten Signature]  
Notary Public, State of Texas

Name of Notary: Leah Bramlett

Notarial Identification No. 126723811

My notarial commission expires March 5, 2027

[SEAL]



State of Texas

County of Harris

THUS DONE AND SIGNED by Talos on this 21st day of September, 2023 before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who sign their names below with Talos and me, Notary, after a due reading of the whole.

WITNESSES to all signatures on this page:

Talos:

**Talos Exploration LLC**, a Delaware limited liability company

Signature: *Nic Bench*  
Name printed: Nic Bench

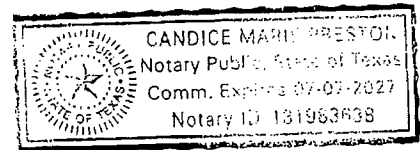
By: *Carl E. Comstock*  
Name: Carl E. Comstock  
Title: Director Land

Signature: *Donna Consemius*  
Name printed: Donna Consemius

[NOTE: Neither the notary nor the person signing for Talos is to be a witness.]

*Candice Preston*  
Notary Public, State of Texas  
Name of Notary: Candice Preston  
Notarial Identification No. 131983638  
My notarial commission expires 7-7-2027

[SEAL]



**ATTACHMENT 1**  
**attached to and made a part of that**  
**Ratification and Second Amendment of Memorandum of Operating Agreement**  
**and Notice of Reinscription**  
**by and among Beacon Growthco Operating Company, L.L.C. and others**

**ATTACHMENT 1**  
**ATTACHED TO AND MADE A PART OF THAT CERTAIN**  
**MEMORANDUM OF OPERATING AGREEMENT AND FINANCING STATEMENT**  
**COVERING MISSISSIPPI CANYON 794**

**A. OPERATOR:**  
 Beacon Growthco Operating Company, L.L.C.

**B. CONTRACT AREA:**  
 All of Block 794, Mississippi Canyon

**DESCRIPTION OF LEASE(S):**

That certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act bearing serial number OCS-G 34909 and dated effective September 1, 2013 between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al., as Lessees, covering all of Block 794, Mississippi Canyon, containing approximately 5.760.00 acres, more or less.

**C. NOTIFICATION ADDRESSES AND COMPANY REPRESENTATIVES:**

Beacon Growthco Operating Company, L.L.C. Beacon Offshore Energy Operating LLC <b>Attention: Jay Register</b> 333 Clay Street, Suite 4200 Houston, Texas 77002	Talos Exploration LLC <b>Attention: Carl Comstock</b> 333 Clay Street, Suite 3300 Houston, Texas 77002
CL&F Offshore LLC <b>Attention: Tammy Willis</b> 1700 City Plaza Drive, Suite 360 Spring, Texas 77389	Ridgewood Claiborne, LLC Ridgewood Rattlesnake, LLC Ridgewood Institutional IV Prospective Leases, LLC <b>Attention: Fritz Spencer</b> 1254 Enclave Pkwy, Suite 600 Houston, Texas 77077
HE&D Offshore, L.P. <b>Attention: Heath Suire</b> 1200 Smith St, Suite 2400 Houston, Texas 77002	

[End of Attachment 1]