

September 9, 2024

Ref: 7822-37644

By email (boemadjudication@boem.gov)

Bureau of Ocean Energy Management
Attention: Adjudication Section
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
Mail Stop 276A
New Orleans, LA 70123

Re: Adjudication filings – Green Canyon 943, OCS-G 36060; Green Canyon 944, OCS-G 36061; Green Canyon 987, OCS-G 36309; and Green Canyon 988, OCS-G 35417

Ladies and Gentlemen:

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

UCC-1 Financing Statement No. 55-1696108 with attached Memorandum of Operating Agreement and Financing Statement covering Green Canyon Block 988, Ratification and Amendment of Memorandum of Operating Agreement and Financing Statement, Ratification, Stipulation, Second Amendment of Memorandum of Operating Agreement and Financing Statement, Fourth Amendment of Operating Agreement and Notice of Reinscription, executed by BOE Exploration & Production LLC (GOM No. 3572), Alta Mar Energy (Winterfell), LLC (GOM No. 3656), Beacon Offshore Energy Exploration LLC (GOM No. 3570), CSL Exploration, LP (GOM No. 3194), Kosmos Energy Gulf of Mexico Operations, LLC (GOM No. 3362), Red Willow Offshore, LLC (GOM No. 2668) and Westlawn GOM Asset 3 Holdco LLC (GOM No. 3723), covering Green Canyon 943, OCS-G 36060; Green Canyon 944, OCS-G 36061; Green Canyon 987, OCS-G 36309 and Green Canyon 988, OCS-G 35417.

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

Please file this letter, together with the attached instrument, in the non-required filings maintained for each of OCS-G 36060, OCS-G 36061, OCS-G 36309 and OCS-G 35417. Also submitted is a pay.gov receipt for \$136 (\$34 x 4) to cover the fees for filing this instrument.

Should you have any questions or need any additional information, please do not hesitate to contact me at phayne@gamb.com.

Sincerely,



C. Peck Hayne Jr.

Enclosures

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

RECEIVED
ADJUDICATION SECTION
SEP 10 2024

Received From :
CSC ERECORDING ACCOUNT

First DEBTOR

ALTA MAR ENERGY WINTERFELL LLC

First SECURED PARTY

BOE EXPLORATION & PRODUCTION LLC

Index Type : UCC

File Number : 1696108

Type of Document : UCC-1 FIXTURE MINERAL

Recording Pages : 50

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana.

Theresa A. Robichaux

Clerk of Court

eRecorded

On (Recorded Date) : 09/05/2024

At (Recorded Time) : 11:18:56AM

CLERK OF COURT
THERESAA. ROBICHAUX
Parish of Terrebonne

I certify that this is a true copy of the attached document that was filed for registry and
Recorded 09/05/2024 at 11:18:56
File Number 1696108



Christine A. Lecomte

Deputy Clerk

Return To : CSC ERECORDING ACCOUNT

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

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Theresa A. Robichaux

Clerk of Court



eRecorded

On (Recorded Date) : 09/05/2024

At (Recorded Time) : 11:18:56AM

Return To : CSC ERECORDING ACCOUNT

**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.

OR	1a Organization's Name Alta Mar Energy (Winterfell), LLC				
	1b Individual's Last Name (and Title of Lineage (e.g. Jr. Sr., III, if applicable))	First Name	Middle Name		
1c Mailing Address 1200 Smith Street, Suite 2400		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 Texas	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.

OR	2a Organization's Name Beacon Offshore Energy Exploration LLC				
	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)

OR	3a Organization's Name BOE Exploration & Production LLC				
	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 Green Canyon 988 dated effective November 1, 2019, as amended by two further agreements, a recorded copy of each of which agreement 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
Alta Mar Energy (Winterfell), LLC

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
BOE Exploration & Production LLC

OR

19b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

19c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
333 Clay Street, Suite 4200 **Houston** **TX** **77002** **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
CSL Exploration, LP

OR

20b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

20c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1000 Louisiana Street, Suite 7000 **Houston** **TX** **77002** **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
Kosmos Energy Gulf of Mexico Operations, LLC

OR

21b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

21c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
15011 Katy Freeway, Suite 700 **Houston** **TX** **77094** **USA**

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

22a. ORGANIZATION'S NAME
Alta Mar Energy (Winterfell), LLC

OR

22b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

22c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1200 Smith Street, Suite 2400 **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
Beacon Offshore Energy Exploration LLC

OR

23b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

23c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
333 Clay Street, Suite 4200 **Houston** **TX** **77002** **USA**

24. MISCELLANEOUS:

Additional party sheet 1 of 3
 Winterfell (GC 943, 944, 987, 988): supplement to Terrebonne Parish UCC Financing Statement No. 55-1594910 filed December 18, 2019.

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 Alta Mar Energy (Winterfell), LLC	
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 Red Willow Offshore, LLC			
OR			
19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
19c. MAILING ADDRESS 1415 Louisiana Street, Suite 4000		CITY Houston	STATE TX
		POSTAL CODE 77002	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 Westlawn GOM Asset 3 Holdco LLC			
OR			
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
20c. MAILING ADDRESS 4801 Woodway Drive, Suite 455E		CITY Houston	STATE TX
		POSTAL CODE 77056	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			
OR			
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
21c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

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

22a. ORGANIZATION'S NAME CSL Exploration, LP			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c. MAILING ADDRESS 1000 Louisiana Street, Suite 7000		CITY Houston	STATE TX
		POSTAL CODE 77002	COUNTRY USA

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

23a. ORGANIZATION'S NAME Kosmos Energy Gulf of Mexico Operations, LLC			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c. MAILING ADDRESS 15011 Katy Freeway, Suite 700		CITY Houston	STATE TX
		POSTAL CODE 77094	COUNTRY USA

24. MISCELLANEOUS:
 Additional party sheet 2 of 3
 Winterfell (GC 943, 944, 987, 988): supplement to Terrebonne Parish UCC Financing Statement No. 55-1594910 filed December 18, 2019.

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
Alta Mar Energy (Winterfell), LLC

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

OR

19b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

19c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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

OR

20b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

20c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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21a. ORGANIZATION'S NAME

OR

21b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

21c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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

22a. ORGANIZATION'S NAME
Red Willow Offshore, LLC

OR

22b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

22c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1415 Louisiana Street, Suite 4000 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
Westlawn GOM Asset 3 Holdco LLC

OR

23b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

23c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
4801 Woodway Drive, Suite 455E Houston TX 77056 USA

24. MISCELLANEOUS:

**Additional party sheet 3 of 3
 Winterfell (GC 943, 944, 987, 988): supplement to Terrebonne Parish UCC Financing Statement
 No. 55-1594910 filed December 18, 2019.**

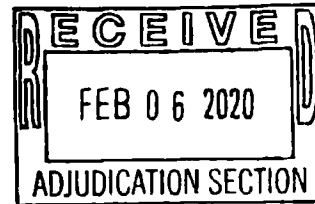
**MEMORANDUM OF OPERATING AGREEMENT
AND FINANCING STATEMENT COVERING
GREEN CANYON BLOCK 988**

- 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 November 1, 2019, (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 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 the Leases or the Contract Area.

(iii) Mortgage in Favor of the Non-Operating Parties. Operator ("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 (a non Working Interest Owner) 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

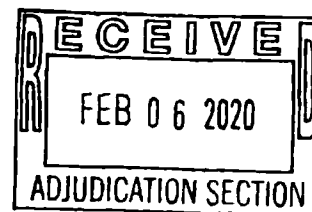
by the Leases or the Contract Area or maintained or used in connection with the ownership, use or exploitation of the Leases or the Contract Area, and other surface and sub-surface equipment of any kind or character located on or attributable to the Leases or the Contract Area and the cash or other proceeds 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 record. Each Party authorizes the filing by any other Party of an original, a certified copy, and/or 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:

RED WILLOW OFFSHORE, LLC


REX RICHARDSON

By: 
Name: Richard L. Smith
Title: Executive VP - Offshore


Dan Greaser

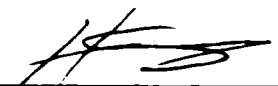
Date: 11/26/2015

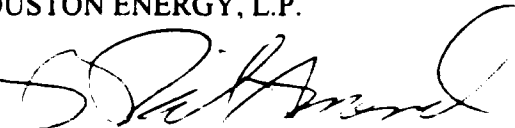
Address:
1415 Louisiana, Suite 4000
Houston, Texas 77002


U.S. Employer Identification No.:
87-0689056
Organizational Identification No.:
02668

WITNESSES:

HOUSTON ENERGY, L.P.


Heath Surr

By: 
Name: P. David Amey
Title: vice president, land

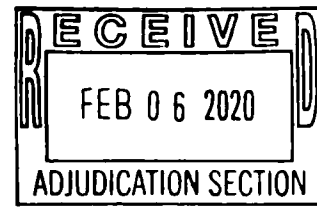

REX RICHARDSON

Date: November 26, 2017

Address:
1200 Smith, Suite 2400
Houston, Texas 77002

U.S. Employer Identification No.:

Organizational Identification No.:



WITNESSES:

BOE EXPLORATION & PRODUCTION LLC

[Signature]
Teresa Veira
[Signature]
Scott Chubb

By: [Signature]
Name: [Signature]
Title: Oil & Gas Register Development & Secretary
Date: 11/17/2019

Address:
500 Dallas, Suite 2800
Houston, Texas 77002

U.S. Employer Identification No.:
83-2011212
Organizational Identification No.:
03572

WITNESSES:

BEACON OFFSHORE ENERGY EXPLORATION LLC

[Signature]
Teresa Veira
[Signature]
Scott Chubb

By: [Signature]
Name: [Signature]
Title: Oil & Gas Register Development & Secretary
Date: 11/17/2019

Address:
500 Dallas, Suite 2800
Houston, Texas 77002

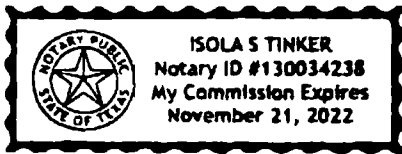
U.S. Employer Identification No.:
57-0940570
Organizational Identification No.:
03570

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF HARRIS

On this 26th day of November, before me, appeared Richard L Smith to me personally known, who, being by me duly sworn, did say that he is the Exec. VP Offshore 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.

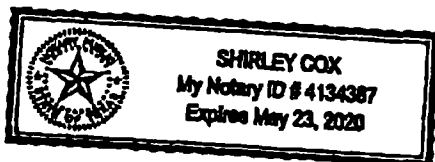


Isola Tinker
NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF HARRIS

On this 26th day of November, before me, appeared P DAVID AMEND to me personally known, who, being by me duly sworn, did say that he is the VP-LAND of HOUSTON ENERGY, L.P. and that the foregoing instrument was signed on behalf of that limited liability company by authority of its Managers and he acknowledged the instrument to be the free act and deed of that limited liability company.



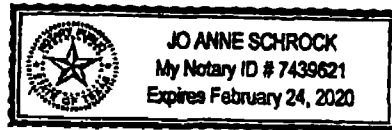
Shirley Cox
NOTARY PUBLIC

STATE OF TEXAS

COUNTY OF HARRIS

On this 19 day of November, 2019 before me, appeared Jay Register to me personally known, who, being by me duly sworn, did say that he is the ~~VP, Land & Bus. Dev.~~ BOE EXPLORATION & PRODUCTION LLC, a Delaware 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.

Jo Anne Schrock
NOTARY PUBLIC

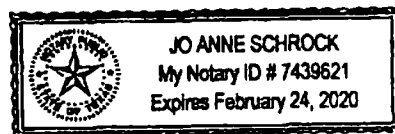


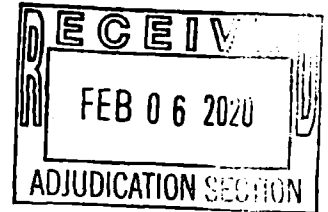
STATE OF TEXAS

COUNTY OF HARRIS

On this 19 day of November, 2019 before me, appeared Jay Register to me personally known, who, being by me duly sworn, did say that he is the ~~VP, Land & Bus. Dev.~~ of BEACON OFFSHORE ENERGY EXPLORATION LLC, a Delaware 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.

Jo Anne Schrock
NOTARY PUBLIC





ATTACHMENT "1"

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF OPERATING AGREEMENT AND FINANCING STATEMENT EFFECTIVE NOVEMBER 1, 2019, BETWEEN BOE EXPLORATION & PRODUCTION LLC, AS OPERATOR, HOUSTON ENERGY, L.P., BEACON OFFSHORE ENERGY EXPLORATION LLC, AND RED WILLOW OFFSHORE, LLC, AS NON-OPERATORS.

A. OPERATOR: BOE Exploration & Production LLC

B. CONTRACT AREA

DESCRIPTION OF LEASE(S):

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act by and between the United States of America, as Lessor, and Houston Energy, L.P. and Red Willow Offshore, LLC, as Assignees, bearing serial number OCS-G 35417 containing 5,760 acres and described as All of Block 988, Green Canyon, OCS Official Protraction Diagram, NG 15-03.

C. Working Interests in the Above Lease(s) are as follows:

The Before Carry Point working interest in the Lease(s) is as follows:

Beacon Offshore Energy Exploration LLC	49.500%
Red Willow Offshore, LLC	25.000%
Houston Energy, L.P.	25.000%
BOE Exploration & Production LLC	00.500%
	100.00%

The After Carry Point working interest in the Lease(s) is as follows:

Beacon Offshore Energy Exploration LLC	44.550%**
Red Willow Offshore, LLC	22.500%**
Houston Energy, L.P.	32.500%**
BOE Exploration & Production LLC	00.450%**
	100.00%

D. Subject to the Aggregate Carry as described in that certain Purchase and Sale of OCS Lease and Aggregate Carry letter agreement by and between Red Willow Offshore, LLC, and Beacon Offshore Energy Exploration LLC dated November 1, 2019.

E. Overriding Royalty Interest Burdens ("Lease Burdens"):

HE&D Offshore, L.P. 3.0%
**The above overriding royalty interest shall be borne by the indicated Parties
in proportion to the above Working Interests of each indicated (**) party

WesternGeco L.L.C. 1.0%
**The above overriding royalty interest shall be borne by the indicated Parties
in proportion to the above Working Interests of each indicated (**) party.

F. Notification Addresses and Company Representatives

Beacon Offshore Energy Exploration LLC and
BOE Exploration & Production LLC
500 Dallas, Suite 2800
Houston, Texas 77002
Attention: Mr. Jay Register
Phone: (346) 867-0524
Fax: (281) 476-7767

Houston Energy, L.P.
1200 Smith, Suite 2400
Houston, Texas 77002
Attention: Mr. Heath Suire
Phone: (713) 400-7770
Fax: (713) 650-8305

Red Willow Offshore, LLC
1415 Louisiana, Suite 4000
Houston, Texas 77002
Attention: Mr. Rex Richardson
Phone: (281) 822-7509
Fax: (281) 822-7501

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

This Ratification and Amendment of Memorandum of Operating Agreement and Financing Statement (the "**Ratification and Amendment**") is made effective as of November 1, 2019 (the "**Effective Date**") and entered into by and among BOE Exploration & Production LLC, ("**BOE**"), Beacon Offshore Energy Exploration LLC ("**Beacon**"), Beacon Asset Holdings LLC ("**BAH**"), Red Willow Offshore, LLC ("**Red Willow**"), Houston Energy, L.P. ("**HE**"), CL&F Offshore LLC ("**CL&F**"), Ridgewood Monarch North, LLC ("**Ridgewood**"), CSL Exploration, LP ("**CSL**"), and Kosmos Energy Gulf of Mexico Operations, LLC ("**Kosmos**") (referred to herein collectively as "**Parties**" and individually as a "**Party**").

WHEREAS, BOE, as Operator, and Beacon, Red Willow, and HE, as Non-Operators, entered into that certain Operating Agreement dated effective November 1, 2019 (the "**OA**") having a Contract Area consisting of all of Green Canyon Block 988, covered by lease bearing serial number OCS-G 35417 (the "**GC988 Lease**"), such area and lease, together with the Additional Leases, as defined below, are hereinafter referred to as the "**Leases**" and such contract area hereinafter referred to as the "**Winterfell Prospect**";

WHEREAS, by instrument dated effective November 1, 2019, BOE, Beacon, Red Willow, and HE entered into that certain Memorandum of Operating Agreement and Financing Statement (the "**Memorandum**") for the GC 988 Lease, which Memorandum was recorded in Terrebonne Parish, Louisiana as follows:

Terrebonne Parish, Louisiana
(MOA)

INDEX TYPE	BOOK	PAGE	NUMBER
Mortgage	3118	728	1594907
Conveyance	2593	283	1594907

BOEM

The Memorandum was also recorded in the United States Bureau of Ocean Energy Management, Gulf of Mexico Region ("**BOEM**") Non-Required Files maintained with respect to lease OCS-G 35417;

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

Terrebonne Parish, Louisiana

INDEX TYPE	BOOK	PAGE	FILE NUMBER
UCC-1			1594910

Office of the Secretary of State

STATE	NUMBER
Delaware	2020-0715476
Texas	20-0004047299
Louisiana	55-1594910
Colorado	20202010249

WHEREAS, through a number of assignments and purchase and sale agreements (the “**Assignments**”), BAH, CL&F, Ridgewood, CSL, and Kosmos have acquired an interest in the GC 988 Lease;

WHEREAS, BAH, CL&F, Ridgewood, CSL, and Kosmos ratified, confirmed, and adopted the terms and provisions of the OA pursuant to that Ratification, Amendment and Joinder of Offshore Operating Agreement and that Ratification, Second Amendment and Joinder of Offshore Operating Agreement, both dated effective November 1, 2019 (the “**OA Ratifications**”) and thus became bound to same as if they were original signatory parties;

WHEREAS, also pursuant to the OA Ratifications, the Parties amended the OA to include the following leases:

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, dated effective June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al, as Lessees, bearing serial number OCS-G 36060 containing 5,760 acres and described as All of Block 943, Green Canyon, OCS Official Protraction Diagram, NG 15-03 (“GC 943 Lease”).

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, dated effective June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al, as Lessees, bearing serial number OCS-G 36061 containing 5,760 acres and described as All of Block 944, Green Canyon, OCS Official Protraction Diagram, NG 15-03 (“GC 944 Lease”).

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, dated effective June 1, 2018, by and between the United States of America, as Lessor, and Houston Energy, L.P., et al, as Lessees, bearing serial number OCS-G 36309 containing 5,760 acres and described as All of Block 987, Green Canyon, OCS Official Protraction Diagram, NG 15-03 (“GC 987 Lease”) (the GC 943 Lease, GC 944 Lease, and GC 987 Lease are referred to as the “Additional Leases”, and together with the GC 988 Lease are referred to as the “Leases”):

WHEREAS, the Parties, also through the Assignments, have assigned among the Parties working interests in the Leases so as to normalize the working interests of the Parties to be consistent in all the Leases;

WHEREAS, all 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. BAH, CL&F, Ridgewood, CSL, and Kosmos do hereby each 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 BAH, CL&F, Ridgewood, CSL, and Kosmos has the same force and effect as if BAH, CL&F, Ridgewood, CSL, and Kosmos had originally executed the Memorandum.

2. The Attachment "1" to the Memorandum shall be deleted in its entirety and replaced with the Attachment "I" attached hereto and made part hereof.
3. This Ratification and Amendment shall be binding upon the undersigned Parties and their respective successors and assigns and covers the Contract Area contained in the OA.
4. 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 Terrebonne Parish, Louisiana, where the Memorandum is filed and with the BOEM, 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.

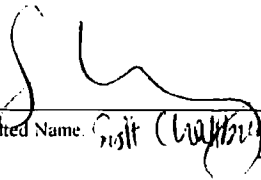
EXECUTED on the date(s) set forth below, but effective as of the Effective Date.


SIGNATURE PAGES FOLLOW

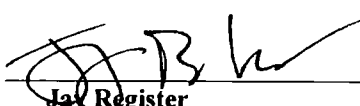
OPERATOR:

BOE EXPLORATION & PRODUCTION LLC

WITNESSES:


Printed Name: Gist Walker


Printed Name: Paula Vera

By: 
Jay Register
Vice President Land & Business Development and Secretary

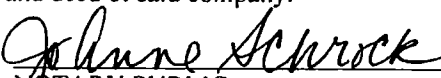
Date: 11/5/2020

ACKNOWLEDGEMENT

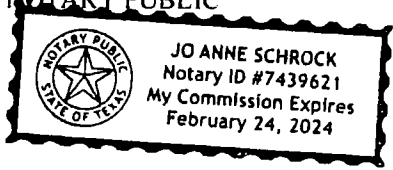
STATE OF TEXAS

COUNTY OF HARRIS

On this 5 day of November, 2020, before me appeared **Jay Register**, to me personally known, who, being by me duly sworn, did say he is the **Vice President Land & Business Development and Secretary** of **BOE EXPLORATION & PRODUCTION 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

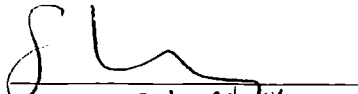
My commission expires 2/24/20



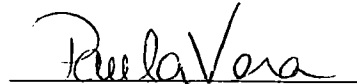
NON-OPERATORS:

WITNESSES:

BEACON OFFSHORE ENERGY EXPLORATION LLC


Printed Name Scott Manning

By: 
Jay Register
Vice President Land & Business Development and
Secretary


Printed Name Paula Vera

Date: 11/5/2020

ACKNOWLEDGEMENT

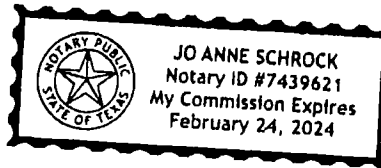
STATE OF TEXAS

COUNTY OF HARRIS

On this 5 day of November 2020, before me appeared **Jay Register**, to me personally known, who, being by me duly sworn, did say he is the **Vice President Land & Business Development and Secretary** of **BEACON OFFSHORE ENERGY EXPLORATION 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 2/24/20



WITNESSES:

BEACON ASSET HOLDINGS LLC

[Signature]
Printed Name Sarah Williams

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

[Signature]
Printed Name Paula Vera
Paula Vera

Date: 11/5/2020

ACKNOWLEDGEMENT

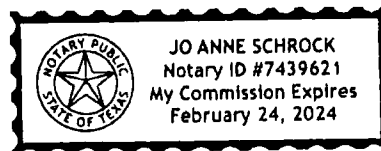
STATE OF TEXAS

COUNTY OF HARRIS

On this 5 day of November, 2020, before me appeared **Jay Register**, to me personally known, who, being by me duly sworn, did say he is the **Vice President Land & Business Development and Secretary** of **BEACON ASSET HOLDINGS 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.

[Signature]
NOTARY PUBLIC

My commission expires 2/24/20



WITNESSES:

RIDGEWOOD MONARCH NORTH, LLC

Ed Rielly
Printed Name: Ed Rielly

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

Ann Hebert
Printed Name: Ann Hebert

Date: 11/3/2020

ACKNOWLEDGEMENT

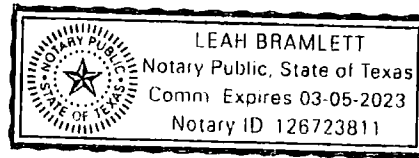
STATE OF TEXAS

COUNTY OF HARRIS

On this 3rd day of November, 2020, 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 MONARCH NORTH, 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.

Leah Bramlett
NOTARY PUBLIC

My commission expires 3/5/2023



WITNESSES:

RED WILLOW OFFSHORE, LLC

Gregory Mosby
Printed Name: Ashley Mosby

Dan Greaser
Printed Name: Dan Greaser

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

Date: 11/4/2020

ACKNOWLEDGEMENT

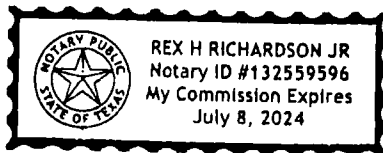
STATE OF TEXAS

COUNTY OF HARRIS

On this 4TH day of November 2020, 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.

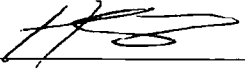
Rex H. Richardson Jr.
NOTARY PUBLIC

My commission expires 7/8/24

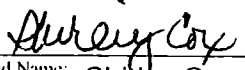


WITNESSES:

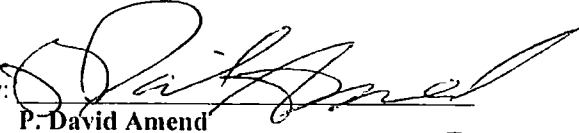
HOUSTON ENERGY, L.P.




Printed Name: Heath Suire



Printed Name: Shirley Cox

By: 

P. David Amend
Vice President, Land

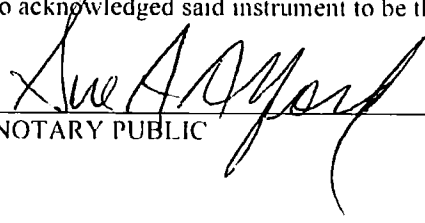
Date: 11/2/2020 

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 2nd day of November, 2020, before me appeared **P. David Amend**, to me personally known, who, being by me duly sworn, did say she is the **Vice President, Land** of **HOUSTON ENERGY, L.P.**, a Louisiana limited liability company, and that the foregoing instrument was executed on behalf of said company by authority of its members, and she also acknowledged said instrument to be the free act and deed of said company.



NOTARY PUBLIC

My commission expires 5/24/2022

WITNESSES:

CL&F OFFSHORE LLC

Tammy Willis
Printed Name: Tammy Willis

Michelle Stanley
Printed Name: Michelle Stanley

By: R. Paul Loveless
NAME: R. Paul Loveless

TITLE: President & CEO

Date: 10/29/20

ACKNOWLEDGEMENT

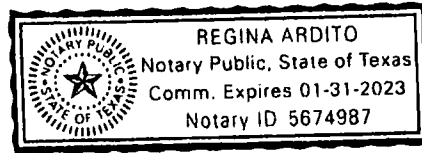
STATE OF TEXAS

COUNTY OF HARRIS

On this 29th day of October, 2020, before me appeared R. Paul Loveless, to me personally known, who, being by me duly sworn, did say he is the President + CEO 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 she also acknowledged said instrument to be the free act and deed of said company.

Regina Ardito
NOTARY PUBLIC

My commission expires 01-31-2023



WITNESSES:

**KOSMOS ENERGY GULF OF MEXICO
OPERATIONS, LLC**

Steve Hall
Printed Name: **STEVE HALL**

By: [Signature]
Thomas E Young
Vice President, Land and Business Development and
Secretary

Max Tiali
Printed Name:
MAX TIALI

Date: November 9, 2020

ACKNOWLEDGEMENT

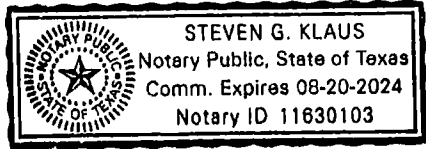
STATE OF TEXAS

COUNTY OF HARRIS

On this 9 day of Nov, 2020, before me appeared **Thomas E Young**, to me personally known, who, being by me duly sworn, did say he is the **Vice President, Land and Business Development and Secretary of KOSMOS ENERGY GULF OF MEXICO OPERATIONS, LLC**, a Delaware limited liability company, and that the foregoing instrument was executed on behalf of said company by authority of its members, and she also acknowledged said instrument to be the free act and deed of said company.

[Signature]
NOTARY PUBLIC

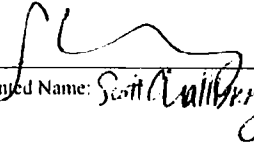
My commission expires 8/20/24

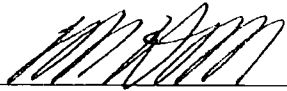


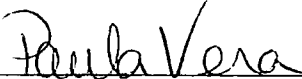
WITNESSES:

CSL EXPLORATION, LP

By: Cathexis Subsidiaries GP, LLC,
its general partner


Printed Name: Scott Calhoun

By: 
William B. Harrison
Manager


Printed Name: Paula Vera

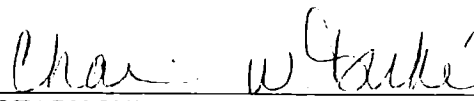
Date: 10/30/2020

ACKNOWLEDGEMENT

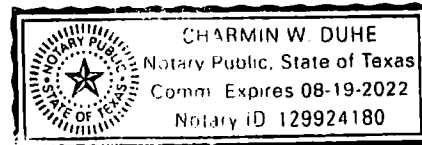
STATE OF TEXAS

COUNTY OF HARRIS

On this 30th day of October, 2020, before me appeared **William B. Harrison**, to me personally known, who, being by me duly sworn, did say he is the **Manager** of **Cathexis Subsidiaries GP, LLC**, general partner of **CSL EXPLORATION, LP**, a Texas limited partnership, 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



ATTACHMENT "1"

Attached to and made a part of that certain Ratification and Amendment of Memorandum of Operating Agreement and Financing Statement dated effective November 1, 2019, between BOE Exploration & Production LLC, as Operator, Beacon Offshore Energy Exploration LLC, Beacon Asset Holdings LLC, Red Willow Offshore, LLC, Houston Energy, L.P., CL&F Offshore LLC, Ridgewood Monarch North, LLC, CSL Exploration, LP, and Kosmos Energy Gulf of Mexico Operations, LLC, as Non-Operators

A. OPERATOR: BOE Exploration & Production LLC

B. CONTRACT AREA

DESCRIPTION OF LEASE(S):

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, dated effective June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al, as Lessees, bearing serial number OCS-G 36060 containing 5,760 acres and described as All of Block 943, Green Canyon, OCS Official Protraction Diagram, NG 15-03

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, dated effective June 1, 2017, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al, as Lessees, bearing serial number OCS-G 36061 containing 5,760 acres and described as All of Block 944, Green Canyon, OCS Official Protraction Diagram, NG 15-03

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, dated effective June 1, 2018, by and between the United States of America, as Lessor, and Houston Energy, L.P., et al, as Lessees, bearing serial number OCS-G 36309 containing 5,760 acres and described as All of Block 987, Green Canyon, OCS Official Protraction Diagram, NG 15-03

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, dated effective June 1, 2014, by and between the United States of America, as Lessor, and Houston Energy, L.P., et al, as Lessees, bearing serial number OCS-G 35417 containing 5,760 acres and described as All of Block 988, Green Canyon, OCS Official Protraction Diagram, NG 15-03.

C. Parties, Notification Addresses and Company Representatives

BOE Exploration & Production LLC
333 Clay St., Suite 4200
Houston, Texas 77002
Attention: Jay Register
Phone: (346) 867-0524
Email: jregister@beaconoffshore.com

Beacon Offshore Energy Exploration LLC
333 Clay St, Suite 4200
Houston, Texas 77002
Attention: Jay Register
Phone: (346) 867-0524
Email: jregister@beaconoffshore.com

Red Willow Offshore, LLC
1415 Louisiana Street, Suite 4000
Houston, Texas 77002
Attention: Rex H. Richardson
Phone: (281) 822-7509
Email: rrichard@rwpc.us

Houston Energy, L.P.
1200 Smith, Suite 2400
Houston, Texas 77002
Attention: P. David Amend
Phone: (713) 650-8008
Email: pdavid@houstonenergyinc.com

CL&F Offshore LLC
4 Greenspoint Place
16945 Northchase Drive, Suite 1500
Houston, Texas 77060-2153
Attention: Tammy Willis
Phone: (281) 873-3021
Email: twillis@clf-co.com

Beacon Asset Holdings LLC
333 Clay St, Suite 4200
Houston, Texas 77002
Attention: Jay Register
Phone: (346) 867-0524
Email: jregister@beaconoffshore.com

Ridgewood Monarch North, LLC
1254 Enclave Pkwy, Suite 600
Houston, Texas 77077
Attention: Greg Tabor
Phone: (281) 293-8449
Email: gtabor@ridgewoodenergy.com

Kosmos Energy Gulf of Mexico Operations, LLC
15011 Katy Freeway, Suite 700
Houston, Texas 77094
Attention: Thomas E. Young
Phone: (832) 327-1325
Email: tyoung@kosmosenergy.com

CSL Exploration, LP
1000 Louisiana St, Suite 7000
Houston, Texas 77002
Attention: Christopher Modica
Phone: (713) 400-8182
Email: CModica@cathexis.com

**RATIFICATION, STIPULATION, SECOND AMENDMENT OF
MEMORANDUM OF OPERATING AGREEMENT AND FINANCING STATEMENT, FOURTH
AMENDMENT OF OPERATING AGREEMENT
AND
NOTICE OF REINSCRIPTION**

This Ratification, Stipulation, Second Amendment of Memorandum of Operating Agreement and Financing Statement, Fourth Amendment of Operating Agreement and Notice of Reinscription (this "*Amendment and Reinscription*") is entered into effective March 1, 2024 (the "*Effective Date*") by and among **BOE Exploration & Production LLC** ("*BOE*"), a Delaware limited liability company; **Alta Mar Energy (Winterfell), LLC** ("*Alta Mar*") (formerly known as HEDV Winterfell, LLC), a Texas limited liability company; **Beacon Offshore Energy Exploration LLC** ("*Beacon Offshore*"), a Delaware limited liability company; **CSL Exploration, LP** ("*CSL*"), a Texas limited partnership; **Kosmos Energy Gulf of Mexico Operations, LLC** ("*Kosmos*"), a Delaware limited liability company; **Red Willow Offshore, LLC** ("*Red Willow*"), a Colorado limited liability company; and **Westlawn GOM Asset 3 Holdco LLC** ("*Westlawn*"), 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 four leases (collectively, the "*Leases*"), which comprise the Parties' Winterfell Prospect:

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act bearing serial number OCS-G 36060, dated effective June 1, 2017 from the United States of America, as lessor, to Ridgewood Energy Corporation and others, as lessee, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760 acres,

(the "*GC943 Lease*");

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act bearing serial number OCS-G 36061, dated effective June 1, 2017 from the United States of America, as lessor, to Ridgewood Energy Corporation and others, as lessee, covering all of Block 944, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760 acres,

(the "*GC944 Lease*");

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act bearing serial number OCS-G 36309, dated effective June 1, 2018 from the United States of America, as lessor, to LLOG Bluewater Holdings, L.L.C. and others, as lessee, covering all of Block 987, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760 acres,

(the "*GC987 Lease*"); and

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act bearing serial number OCS-G 35417, dated effective June 1, 2014 from the United States of America, as lessor, to Houston Energy, L.P. and another, as lessee, covering all of Block

988, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760 acres,

(the “GC988 Lease”).

B. Reference is made to the following document (the “*Original MOA*”): Memorandum of Operating Agreement and Financing Statement effective November 1, 2019 by and among Red Willow, Houston Energy, L.P. (“*Houston Energy*”), BOE and Beacon Offshore, which document was filed or recorded (without limitation) as follows:

Filing/Recordation Jurisdiction	Filing/Recordation Data	Filing/Recordation Date
Terrebonne Parish, Louisiana	Conveyance Book 2593, Page 283 and Mortgage Book 3118, Page 728, all under File No. 1594907	December 18, 2019
Bureau of Ocean Energy Management	in the adjudication (non-required) files for the GC988 Lease	February 6, 2020
Bureau of Ocean Energy Management	in the adjudication (non-required) files for the other three Leases	January 4, 2024

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 as of November 1, 2019 by and among BOE, Beacon Offshore, Beacon Asset Holdings LLC (“*Beacon Asset*”), Red Willow, Houston Energy, CL&F Offshore LLC (“*CL&F*”), Ridgewood Monarch North, LLC (“*Ridgewood Monarch*”), CSL and Kosmos, which document was filed or recorded (without limitation) as follows:

Filing/Recordation Jurisdiction	Filing/Recordation Data	Filing/Recordation Date
Terrebonne Parish, Louisiana	Conveyance Book 2629, Page 529 and Mortgage Book 3228, Page 322, all under File No. 1621912	March 8, 2021
Bureau of Ocean Energy Management	in the adjudication (non-required) files for the four Leases	September 22, 2021

As used herein, the term “*MOA*” refers to the Original MOA as ratified and amended by the 1st MOA Amendment. The term “*Memorandum*” refers to this MOA as amended by this Amendment and Reinscription.

C. Financing statements under the Uniform Commercial Code in connection with the MOA have been filed in the following jurisdictions as follows:

Filing Jurisdiction	Filing Data
Terrebonne Parish, Louisiana	UCC File No. 55-1594910
Colorado Secretary of State	UCC File No. 20202010249
Delaware Secretary of State	UCC File No. 2020 0715476
Delaware Secretary of State	UCC File No. 2021 7699490
Delaware Secretary of State	UCC File No. 2021 7699508
Texas Secretary of State	UCC File No. 20-0004047299
Texas Secretary of State	UCC File No. 21-0043264648

D. Reference is also made to the following documents.

(i) Operating Agreement referenced in the Original MOA (namely, that Operating Agreement dated effective November 1, 2019 by Red Willow, Houston Energy, BOE and Beacon Offshore with respect to the Contract Area and Lease described in the Original MOA) (the “*Original OA*”);

(ii) Ratification, Amendment and Joinder of Offshore Operating Agreement dated September 1, 2020 but effective November 1, 2019 by BOE, Beacon Offshore, Beacon Asset, Red Willow, Houston Energy, CL&F and Ridgewood Monarch (the “*1st OA Amendment*”);

(iii) Ratification, Second Amendment and Joinder of Operating Agreement dated October 15, 2020 but effective November 1, 2019 by BOE, Beacon Offshore, Beacon Asset, Red Willow, Houston Energy, CL&F, Ridgewood Monarch, CSL and Kosmos (the “*2nd OA Amendment*”);

(iv) Ratification, Third Amendment and Joinder of Operating Agreement (Winterfell Prospect) dated effective January 1, 2024 by BOE, Beacon Offshore, Kosmos, Westlawn, Red Willow, Alta Mar and CSL (the “*3rd OA Amendment*”).

As used herein, the term “*OA*” refers to the Original OA as ratified and amended by the 1st OA Amendment and then as further ratified and amended by the 2nd OA Amendment and then as further ratified and amended by the 3rd OA Amendment. The term “*Operating Agreement*” refers to the OA as amended by this Amendment and Reinscription.

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

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

G. The Parties desire to stipulate and agree how the overriding royalty interests set forth on Exhibit 1 hereto are to be borne among the Parties.

H. The Parties desire to reinscribe each of the Original MOA, the Memorandum, the Original OA and the Operating Agreement (as well as each mortgage created or evidence in any or all of the foregoing).

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

1. The Parties amend the MOA as follows:

- (a) The term “Non-Operators” both as it appears in the second-to-last line of paragraph 2.0 of the Original MOA and as it appears in the 1st MOA Amendment is amended to read “Non-Operating Parties” instead and includes all parties to the OA other than the party thereto designated as the Operator on Attachment 1 thereto.
- (b) The phrase “Operator (a non Working Interest Owner)” as it appears in paragraph 5.0(a)(iv) of the Original MOA is hereby amended to read “Operator” instead.

- (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 I attached hereto and made a part hereof.
2. The Parties amend the OA as follows:
- (a) The phrase “Operator (a non Working Interest Owner)” as it appears in the second and third lines of paragraphs 6.3(a)(iii) and 6.3(a)(iv) of Exhibit “F” of the Original OA is hereby amended to read “Operator” instead.
3. The Parties acknowledge and agree that each of Beacon Asset, Houston Energy, CL&F and Ridgewood Monarch is no longer a party to the MOA or the OA.
4. The Parties acknowledge, stipulate and agree as follows (capitalized ORRI references below are defined in Attachment 2):
- (a) The GC943/944 Five Stones ORRI, the GC987 Five Stones ORRI and the GC988 Five Stones ORRI are borne by each Party in the same proportion as such Party’s working interest in the Leases.
- (b) The GC943/944 Zinni et al. ORRIs, the GC987 Zinni et al. ORRIs and the GC988 Zinni et al. ORRIs are borne by each Party as follows:

Alta Mar	$7.55\% \times 3\%$	0.226500%
Beacon Offshore	$([35.579\% \times 2.2\%] + [4.5\% \times 3\%]) \times (35.079\%/40.79\%)$	0.803247%
BOE	$0.32725\% \times 2.2\%$	0.007200%
CSL	$4.5\% \times 3\%$	0.135000%
Kosmos	$(19.54375\% \times 2.2\%) + (5.5\% \times 3\%)$	0.594962%
Red Willow	$12.5\% \times 3\%$	0.375000%
Westlawn	$[10\% \times 2.2\%] + [(35.579\% \times 2.2\%) + [4.5\% \times 3\%]] \times (5\%/40.79\%)$	0.334491%
Total		2.476400%

- (c) The GC943/944 LDRC ORRI is not borne by Alta Mar, CSL, Kosmos or Red Willow and is borne by each remaining Party as follows:

Beacon Offshore	$99\% \times (35.079\%/40.079\%)$ of 0.528957%	0.458338%
BOE	1% of 0.528957%	0.005290%
Westlawn	$99\% \times (5\%/40.079\%)$ of 0.528957%	0.065329%
Total		0.528957%

- (d) The GC987 LDRC ORRI is not borne by Alta Mar, CSL, or Red Willow and is borne by each remaining Party as follows:

Beacon Offshore	$[(32.3977\% + [8.8106\% * 3.18125\% / 16.3625\%]) * (35.079\% / 40.079\%)] / 50.3462\%$	0.487990%
BOE	0.32725% / 50.34620%	0.005349%
Kosmos	$[(8.8106\% + [8.8106\% * 3.18125\% / 16.3625\%]) / 50.3462\%$	0.172010%
Westlawn	$[(32.3977\% + [8.8106\% * 3.18125\% / 16.3625\%]) * (5\% / 40.079\%)] + [8.8186\% * 10\% / 16.3625\%] / 50.3462\%$	0.157569%
Total		0.822918%

- (e) The GC943/944 Beacon ORRI is not borne by Alta Mar, CSL, Kosmos or Red Willow and is borne by each remaining Party as follows and is not merged with or inter the working interest of Beacon Offshore:

Beacon Offshore	$([(22.75119\% / 23.10119\%] * 22.75119\%) + 11.89881\% / 34.65\%) * (35.079\% / 40.079\%)$ of 0.272493%	0.236126%
BOE	$(0.35\% / 23.10119\%) * (22.75119\% / 34.65\%)$ of 0.272493%	0.002711%
Westlawn	$([(22.75119\% / 23.10119\%] * 22.75119\%) + 11.89881\% / 34.65\%) * (5\% / 40.079\%)$ of 0.272493%	0.033656%
Total		0.272493%

- (f) The GC987 Beacon ORRI is not borne by Alta Mar, CSL or Red Willow and is borne by each remaining Party as follows and is not merged with or inter the working interest of Beacon Offshore:

Beacon Offshore	30.32942% / 49.84274% of 0.423927%	0.251401%
BOE	0.32229% / 49.84274% of 0.423927%	0.002741%
Kosmos	10.27152% / 49.84274% of 0.423927%	0.088611%
Westlawn	8.91950% / 49.84274% of 0.423927%	0.081174%
Total		0.423927%

- (g) Each of the GC943/944 AEON ORRI and the GC943/944 Joden ORRI is not borne by Alta Mar, CSL or Red Willow and is borne by each remaining Party as follows:

Beacon Offshore	$(35.579\% / 65.45\%) * (35.079\% / 40.079\%)$ of 0.3%	0.142737%
BOE	0.32725% / 65.45% of 0.3%	0.001500%
Kosmos	19.54375% / 65.45% of 0.3%	0.089582%
Westlawn	$([10\% / 65.45\%] + [(35.579\% / 65.45\%) * (5\% / 40.079\%)])$ of 0.3%	0.066181%
Total		0.300000%

The Parties transfer, convey, assign and deliver to each other such interests in the Leases effective March 1, 2024 as may be necessary in order for the Parties to bear the various overriding royalty interests in the proportions set forth above.

5. The Parties acknowledge and agree that, except as amended in paragraphs 1-3 above, (a) no changes or modifications are hereby made to the MOA or OA; (b) the MOA and OA 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 OA and agree to be bound by all of the terms, conditions, recitals, stipulations and provisions in the MOA and OA 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 D above.

6. The Parties further acknowledge and agree as follows:
- (a) The Original MOA (as well as the Original OA) created and evidenced various mortgages. The names of the mortgagors as they appear in the Original MOA and also the names of the mortgagors as they appear in the Original OA are Red Willow Offshore, LLC, Houston Energy, L.P., BOE Exploration & Production LLC and Beacon Offshore Energy Exploration LLCBOE and Beacon Offshore.
 - (b) The names of mortgagors as they appear in the Memorandum and also the names of the mortgagors as they appear in the OA are BOE Exploration & Production LLC, Alta Mar Energy (Winterfell), LLC, Beacon Offshore Energy Exploration LLC, CSL Exploration, L.P, Kosmos Energy Gulf of Mexico Operations, LLC, Red Willow Offshore, LLC and Westlawn GOM Asset 3 Holdco LLC.

Pursuant to Louisiana Civil Code article 3362 and otherwise, the Parties declare that each of the Original MOA, the Memorandum, the Original OA and the OA (as well as each mortgage created or evidenced in any or all of the foregoing) is **reinscribed**.

7. The Parties authorize the Operator under the OA (which the Parties acknowledge and agree is currently BOE) to file (a) this Amendment and Reinscription in the conveyance and mortgage records of Terrebonne Parish, Louisiana, (b) this Amendment and Reinscription in the adjudication (non-required) files of the Bureau of Ocean Energy Management (the "**BOEM**") for each of the four Leases and (c) one or more pertinent UCC financing statement amendments (including, as appropriate, with a copy of this Amendment and Reinscription attached hereto) in any pertinent Uniform Commercial Code records (including without limitation as reflected in Recital D above).
8. The Parties hereby request, authorize and direct (a) the recorder of mortgages for Terrebonne 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 each of the four Leases.
9. This Amendment and Reinscription shall be binding on the Parties and their respective successors and assigns.
10. This Amendment and Reinscription may be signed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute the same, single agreement.

[remainder of page intentionally blank; signature pages follow]

State of Texas

County of Harris

THIS DONE AND SIGNED by BOE on this 1st day of May, 2024 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:

BOE Exploration & Production LLC,
a Delaware limited liability company

Signature: [Signature]
Name printed: Derek Ritte

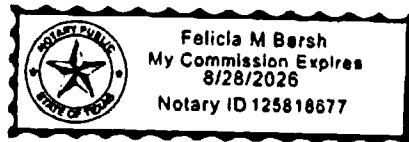
By: [Signature]
Name: Jay Register
Title: **Vice President Land & Business
Development and Secretary**

Signature: [Signature]
Name printed: Scott Chalkley

[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 8/28/24

[SEAL]



State of Texas

County of Harris

THUS DONE AND SIGNED by Alta Mar on this 1st day of May, 2024 before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who sign their names below with Alta Mar and me, Notary, after a due reading of the whole.

WITNESSES to all signatures on this page:

Alta Mar:

Alta Mar Energy (Winterfell), LLC
(formerly known as HEDV Winterfell, LLC),
a Texas limited liability company

Signature: [Signature]
Name printed: Derek Ditta

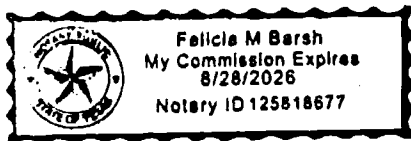
By: [Signature]
Name: Will C. ...
Title: CEO

Signature: [Signature]
Name printed: [Name]

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

[Signature]
Notary Public, State of Texas
Name of Notary: Felicia Barsh
Notarial Identification No. 125818677
My notarial commission expires 8/28/26

[SEAL]



State of Texas

County of Harris

THIS DONE AND SIGNED by Beacon Offshore on this 1st day of May, 2024 before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who sign their names below with Beacon Offshore and me, Notary, after a due reading of the whole.

WITNESSES to all signatures on this page:

Beacon Offshore:

Beacon Offshore Energy Exploration LLC,
a Delaware limited liability company

Signature: [Signature]
Name printed: Derek Riffe

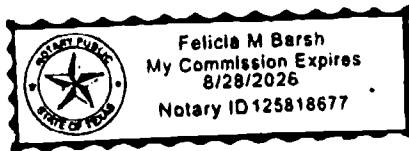
By: [Signature]
Name: Way Register
Title: **Vice President Land & Business
Development and Secretary**

Signature: [Signature]
Name printed: [Signature]

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

[Signature]
Notary Public, State of Texas
Name of Notary: Felicia Barsh
Notarial Identification No. 125818677
My notarial commission expires 8/28/24

[SEAL]



State of Texas

County of Harris

THUS DONE AND SIGNED by CSL on this 18 day of April, 2024 before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who sign their names below with CSL and me, Notary, after a due reading of the whole.

WITNESSES to all signatures on this page:

CSL:

CSL Exploration, LP,
a Texas limited partnership

Signature: *Cuca Hobson*
Name printed: Cuca Hobson

By: *Marshall T. White*
Name: Marshall T. White
Title: Vice President

Signature: *Kimberly Abbott*
Name printed: Kimberly Abbott

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

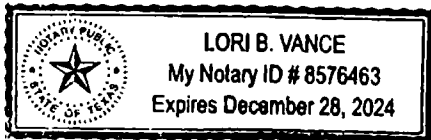
Lori B. Vance
Notary Public, State of Texas

Name of Notary: Lori B. Vance

Notarial Identification No. 8576463

My notarial commission expires 12-28-2024

[SEAL]



State of Texas

County of Harris

THUS DONE AND SIGNED by Kosmos on this 8th day of May, 2024 before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who sign their names below with Kosmos and me, Notary, after a due reading of the whole.

WITNESSES to all signatures on this page:

Kosmos:

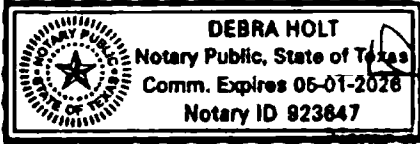
Kosmos Energy Gulf of Mexico Operations, LLC, a Delaware limited liability company

Signature: [Handwritten Signature]
Name printed: Jobana Perez

By: [Handwritten Signature]
Name: Tom Young
Title: Vice President and Assistant Secretary

Signature: [Handwritten Signature]
Name printed: Erica Vest

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



[Handwritten Signature]
Notary Public, State of Texas
Name of Notary: Debra Holt
Notarial Identification No. 923647
My notarial commission expires 5-1-26

[SEAL]

State of Texas

County of Harris

THUS DONE AND SIGNED by Red Willow on this 6th day of May, 2024 before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who sign their names below with Red Willow and me, Notary, after a due reading of the whole.

WITNESSES to all signatures on this page:

Red Willow:

Red Willow Offshore, LLC,
a Colorado limited liability company

Signature: [Handwritten Signature]
Name printed: Tim Pindwar

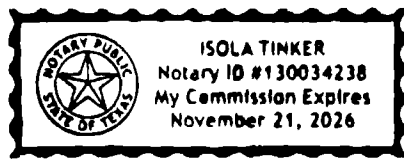
By: [Handwritten Signature]
Name: Rex H. Richardson
Title: Director of Land

Signature: [Handwritten Signature]
Name printed: Catherine Cox Strong

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

[Handwritten Signature]
Notary Public, State of Texas
Name of Notary: Isola S. Tinker
Notarial Identification No. 130034238
My notarial commission expires November 21, 2026

[SEAL.]



State of Texas

County of Harris

THUS DONE AND SIGNED by Westlawn on this 15th day of April, 2024 before me, the undersigned Notary Public in and for the foregoing jurisdiction, and the undersigned, competent witnesses, who sign their names below with Westlawn and me, Notary, after a due reading of the whole.

WITNESSES to all signatures on this page:

Westlawn:

Westlawn GOM Asset 3 Holdco LLC.
a Delaware limited liability company

Signature: [Handwritten Signature]
Name printed: Lori McClosky

By: [Handwritten Signature]
Name: Elisabeth Eljuri
Title: LLC and Chief Negotiator

Signature: [Handwritten Signature]
Name printed: Gabriele Linbarger

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

[Handwritten Signature]

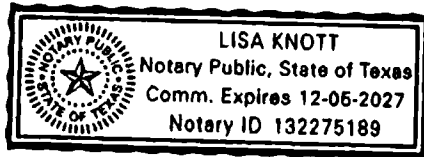
Notary Public, State of Texas

Name of Notary: Lisa Knott

Notarial Identification No. 132275189

My notarial commission expires 12/05/2027

[SEAL]



**Attachment 1 attached to and made a part of that
Ratification, Stipulation, Second Amendment of Memorandum of Operating Agreement
and Financing Statement, Fourth Amendment of Operating Agreement and Notice of Reinscription
dated effective March 1, 2024
by and among BOE Exploration & Production LLC, Alta Mar Energy (Winterfell), LLC, Beacon
Offshore Energy Exploration LLC CSL Exploration, LP, Kosmos Energy Gulf of Mexico
Operations, LLC, Red Willow Offshore, LLC and Westlawn GOM Asset 3 Holdco LLC**

A. OPERATOR: BOE Exploration & Production LLC

B. CONTRACT AREA:

DESCRIPTION OF LEASE(S):

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act bearing serial number OCS-G 36060, dated effective June 1, 2017 from the United States of America, as lessor, to Ridgewood Energy Corporation and others, as lessee, covering all of Block 943, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760 acres.

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act bearing serial number OCS-G 36061, dated effective June 1, 2017 from the United States of America, as lessor, to Ridgewood Energy Corporation and others, as lessee, covering all of Block 944, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760 acres.

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act bearing serial number OCS-G 36309, dated effective June 1, 2018 from the United States of America, as lessor, to LLOG Bluewater Holdings, L.L.C. and others, as lessee, covering all of Block 987, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760 acres.

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act bearing serial number OCS-G 35417, dated effective June 1, 2014 from the United States of America, as lessor, to Houston Energy, L.P. and another, as lessee, covering all of Block 988, Green Canyon, as shown on OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760 acres.

C. Parties, Notification Addresses and Company Representatives:

<p>BOE Exploration & Production LLC Beacon Offshore Energy Exploration LLC Attn: Jay Register 333 Clay Street, Suite 2400 Houston, Texas 77002 Email: jregister@beaconoffshore.com Telephone: 832-763-4992</p>	<p>Alta Mar Energy (Winterfell), LLC Attn: Will Sims 1201 Louisiana, Suite 730 Houston, Texas 77002 Email: wsims@altamarenergy.com Telephone: 713-823-9797</p>
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CSL Exploration, LP
Attn: Christopher Modica
1000 Louisiana St., Suite 7000
Houston, Texas 77002
Email: cmodica@cathexis.com
Telephone: 713-400-8182

**Kosmos Energy Gulf of Mexico
Operations, LLC**
Attn: Thomas F. Young
15011 Katy Freeway, Suite 700
Houston, Texas 77094
Email: tyoung@kosmosenergy.com
Telephone: 713-301-9602

Red Willow Offshore, LLC
Attn: Dan Greaser
1415 Louisiana Street, Suite 4000
Houston, Texas 77002
Email: dgreaser@rwpc.us
Telephone: 281-822-7542

Westlawn GOM 3 Asset Holdco LLC
Attn: Elisabeth Eljuri
4801 Woodway Dr., Suite 455 E
Houston, Texas 77056
Email: Elisabeth.Eljuri@westlawn.com
Telephone: 346-415-6223

[End of Attachment 1]

**Attachment 2 attached to and made a part of that
Ratification, Stipulation, Second Amendment of Memorandum of Operating Agreement
and Financing Statement, Fourth Amendment of Operating Agreement and Notice of Reinscription
dated effective March 1, 2024
by and among BOE Exploration & Production LLC, Alta Mar Energy (Winterfell), LLC, Beacon
Offshore Energy Exploration LLC CSL Exploration, LP, Kosmos Energy Gulf of Mexico
Operations, LLC, Red Willow Offshore, LLC and Westlawn GOM Asset 3 Holdco LLC**

1. the 1.00% of 8/8ths overriding royalty interest in the 943 Lease and GC944 Lease (the “**GC943/944 Five Stones ORRI**”) as conveyed by that Assignment of Overriding Royalty Interest in Oil and Gas Leases dated effective as of June 1, 2017 by Houston Energy, LLOG Bluewater Holdings, L.L.C. (“**LLOG Bluewater**”), LLOG Exploration Offshore, L.L.C. (“**LLOG Exploration**”), Ridgewood Monarch, ILX Prospect Monarch North, L.L.C. (“**ILX**”), Red Willow and CL&F as assignors and WesternGeco L.L.C. as assignee, filed with the BOEM on May 25, 2018 in its adjudication (non-required) files for the GC943 Lease and GC944 Lease and recorded on June 5, 2018 at Conveyance Book 2538, Page 739, File No. 1559640 of the conveyance records of Terrebonne Parish, Louisiana.

2. the 1.00% of 8/8ths overriding royalty interest in the GC987 Lease (the “**GC987 Five Stones ORRI**”) as conveyed by that Assignment of Overriding Royalty Interest in Oil and Gas Lease dated effective June 1, 2018 by and between Houston Energy, LLOG Bluewater and Red Willow as assignors and WesternGeco L.L.C. as assignee, filed with the BOEM on February 28, 2019 in its adjudication (non-required) files for the GC987 Lease and recorded on March 4, 2019 at Conveyance Book 2565, Page 579, File No. 1576739 of the conveyance records of Terrebonne Parish, Louisiana.

3. the 1.00% of 8/8ths overriding royalty interest in the GC988 Lease (the “**GC988 Five Stones ORRI**”) as conveyed by that Assignment of Overriding Royalty Interest in Oil and Gas Lease dated effective June 1, 2014 by and between Houston Energy and Red Willow as assignors and WesternGeco L.L.C. as assignee, filed with BOEM on January 15, 2015 in its adjudication (non-required) files for the GC988 Lease and recorded on October 20, 2020 at Conveyance Book 2617, Page 658, File No. 1612865 of the conveyance records of Terrebonne Parish, Louisiana.

4. the combined 2.4764% of 8/8ths overriding royalty interests in and to the GC943 Lease and GC944 Lease (the “**GC943/944 Zinni et al. ORRIs**”) as conveyed by that Assignment of Overriding Royalty and Carried Working Interest in Oil and Gas Leases dated effective June 1, 2017 by and between Houston Energy, Red Willow, LLOG Bluewater, LLOG Exploration, Ridgewood Monarch, ILX and CL&F as assignors and HE&D Offshore, L.P. as assignee, filed with the BOEM on May 25, 2018 in its adjudication (non-required) files for the GC943 Lease and GC944 Lease and recorded on June 5, 2018 at Conveyance Book 2538, Page 727, File No. 1559639 of the conveyance records of Terrebonne Parish, Louisiana, *as amended by* that Stipulation of Ownership Interests and Assignment (OCS-G 36060, Green Canyon Block 943, and OCS-G 36061, Green Canyon Block, 944) dated effective July 20, 2020 by and among Beacon Asset, Beacon Offshore, BOE, CL&F, HE&D Offshore, L.P., Houston Energy, Red Willow and Ridgewood Monarch (collectively, the WI Owners) and James Hart 2017 Trust (by James R. Hart and Rajiv K. Jindia, Co-Trustees), Olivia Hart 2017 Descendant’s Trust (by Rajiv K. Jindia, Trustee), Winnie Hart 2016 Family Trust (by Winnie B. Hart, Trustee), Ishtaca, LLC, Zinni 2012 Family Trust (by Susan R. Zinni, Trustee), DKM Interests, LLC, AWA Investments, LLC, CCC Investments, LLC, On-Line Production, LLC and 4C Production Company, LLC (collectively as the ORRI Owners), filed with the BOEM on October 29, 2020 in its adjudication (non-required) files for the GC943 Lease and GC944 Lease and recorded on November 2, 2020 at Conveyance Book 2618, Page 637, File No. 1613558 of the conveyance records of Terrebonne Parish, Louisiana.

5. the combined 2.4764% of 8/8ths overriding royalty interests in and to the GC987 Lease (the “**GC987 Zinni et al. ORRIs**”) as conveyed by that Assignment of Overriding Royalty and Carried Working Interest in Oil and Gas Lease dated effective June 1, 2018 by and between Houston Energy, Red Willow and LLOG Bluewater as assignors and HE&D Offshore, L.P. as assignee, filed with the BOEM on February 28, 2019 in its adjudication (non-required) files for the GC987 Lease and recorded on March 4, 2019 at Conveyance Book 2565, Page 569, File No. 1576737 of the conveyance records of Terrebonne Parish, Louisiana, *as amended by* that Stipulation of Ownership Interests and Assignment (OCS-G 36309, Green Canyon Block 987) dated effective July 20, 2020 by and among Beacon Asset, Beacon Offshore, BOE, CL&F, HE&D Offshore, L.P., Houston Energy, Red Willow and Ridgewood Monarch (collectively as the WI Owners) and Zinni 2012 Family Trust (by Susan R. Zinni as Trustee), Telluride Energy, LLC, Ishtaca, LLC, DKM Interests, LLC, AWA Investments, LLC, CCC Investments, LLC, On-Line Production, LLC and 4C Production Company, LLC (collectively as the ORRI Owners), filed with BOEM on October 28, 2020 in its adjudication (non-required) files for the GC987 Lease and recorded on November 2, 2020 at Conveyance Book 2618, Page 691, File No. 1613562 of the conveyance records of Terrebonne Parish, Louisiana.

6. the combined 2.4764% of 8/8ths overriding royalty interests in and to the GC988 Lease (the “**GC988 Zinni et al. ORRIs**”) as conveyed by that Assignment of Overriding Royalty and Carried Working Interest in Oil and Gas Lease dated effective June 1, 2014 by and between Houston Energy and Red Willow as assignors and HE&D Offshore, L.P. as assignee, filed with BOEM on December 22, 2014 in its adjudication (non-required) files for the GC988 Lease and recorded on October 20, 2020 at Conveyance Book 2617, Page 665, File No. 1612866 of the conveyance records of Terrebonne Parish, Louisiana, *as amended by* that Stipulation of Ownership Interests and Assignment (OCS-G 35417, Green Canyon Block 988) dated effective July 20, 2020 by and among Beacon Asset, Beacon Offshore, BOE, CL&F, HE&D Offshore, L.P., Houston Energy, Red Willow and Ridgewood Monarch (collective as the WI Owners) and SEND Partners, LLC, Telluride Energy, LLC, Ishtaca, LLC, DKM Interests, LLC, AWA Investments, LLC, CCC Investments, LLC, On-Line Production, LLC, Aleph Oil & Gas, LLC and 4C Production Company, LLC (collectively as the ORRI Owners), filed with the BOEM on October 28, 2020 in its adjudication (non-required) files for the GC988 Lease and recorded on November 2, 2020 at Conveyance Book 2618, Page 665, File No. 1613561 of the conveyance records of Terrebonne Parish, Louisiana.

7. the 0.528957% of 8/8ths overriding royalty interest of all hydrocarbons produced from or attributable to the GC943 Lease and GC944 Lease (the “**GC943/944 LDRC ORRI**”) as conveyed by that Assignment of Overriding Royalty Interest dated effective June 1, 2017 by and between LLOG Bluewater as assignor and LLOG Deepwater Royalty Company, L.L.C. as assignee, filed with BOEM on September 21, 2017 in its adjudication (non-required) files for the GC943 Lease and GC944 Lease and recorded on September 15, 2017 at Conveyance Book 2514, Page 343, File No. 1542753 of the conveyance records of Terrebonne Parish, Louisiana.

8. the 0.822918% of 8/8ths overriding royalty interest of all hydrocarbons produced from or attributable to the GC987 Lease (the “**GC987 LDRC ORRI**”) as conveyed by that Assignment of Overriding Royalty Interest dated effective June 1, 2018 by and between LLOG Bluewater as assignor and LLOG Deepwater Royalty Company, L.L.C. as assignee, filed with the BOEM on August 23, 2018 in its adjudication (non-required) files for the GC987 Lease and recorded on August 15, 2018 at Conveyance Book 2547, Page 35, File No. 1564804 of the conveyance records of Terrebonne Parish, Louisiana.

9. the 0.272493% of 8/8ths overriding royalty interest in all hydrocarbons produced from or attributable to the GC943 Lease and GC944 Lease (the “**GC943/944 Beacon ORRI**”) as conveyed by that Assignment of Overriding Royalty Interest dated effective June 1, 2017 by and between LLOG Bluewater as assignor and Stork Holdings Corp. as assignee, filed with the BOEM on November 13, 2017 in its

adjudication (non-required) files for the GC943 Lease and GC944 Lease and recorded on November 3, 2017 at Conveyance Book 2519, Page 64, File No. 1545867 of the conveyance records of Terrebonne Parish, Louisiana.

10. the 0.423927% of 8/8ths overriding royalty interest in all hydrocarbons produced from or attributable to the GC987 Lease (the "**GC987 Beacon ORRI**") as conveyed by that Assignment of Overriding Royalty Interest dated effective June 1, 2018 by and between LLOG Bluewater as assignor and Stork Holdings I LLC as assigned, filed with BOEM on April 29, 2019 in its adjudication (non-required) files for the GC987 Lease and recorded on April 18, 2019 at Conveyance Book 2569, Page 522, File No. 1579437 of the conveyance records of Terrebonne Parish, Louisiana.

11. the 0.3% of 8/8ths overriding royalty interest in and to the GC943 Lease and GC944 Lease (the "**GC943/944 AEON ORRI**") as conveyed to David A. Pustka by LLOG Bluewater, Ridgewood Monarch and ILX as assignors, filed with the BOEM on September 21, 2017 in its adjudication (non-required) files for the GC943 Lease and GC944 Lease and recorded on September 15, 2017 at Conveyance Book 2514, Page 332, File No. 1542752 of the conveyance records of Terrebonne Parish, Louisiana.

12. the 0.3% of 8/8ths overriding royalty interest in and to the GC943 Lease and GC944 Lease (the "**GC943/944 Joden ORRI**") as conveyed to Charles T. Yough by LLOG Bluewater, Ridgewood Monarch and ILX as assignors, filed with the BOEM on September 21, 2017 in its adjudication (non-required) files for the GC943 Lease and GC944 Lease and recorded on September 15, 2017 at Conveyance Book 2514, Page 332, File No. 1542752 of the conveyance records of Terrebonne Parish, Louisiana.

[End of Attachment 2; end of Amendment and Reinscription]