

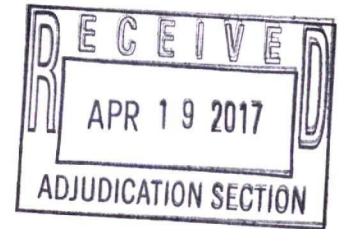


Exploration Offshore, L.L.C.

April 18, 2017

**VIA FEDERAL EXPRESS**

Bureau of Ocean Energy Management  
Gulf of Mexico OCS Region  
1201 Elmwood Park Boulevard  
New Orleans, LA 70123-2394  
**ATTN: Adjudication Unit**



**RE: UCC Filings and Financial Statements  
OCS-G 34886 – Mississippi Canyon 74  
OCS-G 34421 – Mississippi Canyon 75  
Non-Required Document Filing**

Ladies and Gentlemen:

Enclosed please find three (3) copies of the following document:

**Title of Document:** Memorandum of Operating Agreement and Financing Statement

**Identities of Parties to the Document:** LLOG Exploration Offshore, L.L.C., Beacon Offshore Energy Operating LLC, Red Willow Offshore, LLC, Ridgewood Praline, LLC, ILX Prospect Praline, LLC, CL&F Offshore LLC, and Houston Energy Deepwater Ventures XII, LLC.

**Leases Affected:** OCS-G 34886 (Mississippi Canyon Block 74) and OCS-G 34421 (Mississippi Canyon Block 75)

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

**Service Fees:** pay.gov receipt in payment of the incurred fee enclosed

Please place one (1) copy of the Memorandum of Operating Agreement and Financing Statement in each of the affected lease files and return one (1) BOEM stamped copy to my attention. In the meantime, please do not hesitate to contact me should have any questions at (985) 801-4758 or [josh.graffagnini@llog.com](mailto:josh.graffagnini@llog.com).

Yours very truly,  
LLOG Exploration Offshore, L.L.C.

Josh Graffagnini  
Landman

Enclosures

Plaquemines Parish Recording Page

Kim Turlich-Vaughan  
Clerk of Court  
PO Box 40  
Belle Chasse, LA 70037  
(504) 297-5180

OCS-G 34421

Received From :  
Attn: JOSH GRAFFAGNINI  
LLOG EXPLORATION CO. L.L.C  
1001 OCHSNER BLVD.  
SUITE 200  
COVINGTON, LA 70433

LAND DEPT.  
APR 19 2017  
RECEIVED

First DEBTOR

LLOG EXPLORATION OFFSHORE LLC

First SECURED PARTY

LLOG EXPLORATION OFFSHORE LLC

Index Type : UCC

FileNumber : 2017-00001214

Type of Document : FINANCING STATEMENT

Book : 3817 Page : 493

Recording Pages : 22

Recorded Information

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

On (Recorded Date) : 04/05/2017

At (Recorded Time) : 3:21:01PM



Doc ID - 004990280022

CLERK OF COURT  
KIM TURLICH-VAUGHAN  
Parish of Plaquemines  
I certify that this is a true copy of the attached document that was filed for registry and Recorded 04/05/2017 at 3:21:01  
Recorded in Book 3817 Page 493  
File Number 2017-00001214



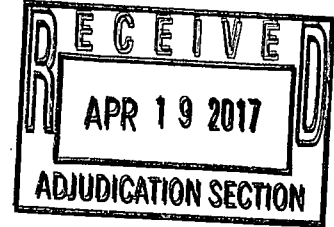
*Bonnie Shivers*  
Deputy Clerk

RECEIVED  
APR 19 2017  
ADJUDICATION SECTION

Return To : Attn: JOSH GRAFFAGNINI

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS



A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Josh Graffagnini (985) 801-4758</b>
B. E-MAIL CONTACT AT FILER (optional) <b>josh.graffagnini@llog.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Josh Graffagnini LLOG Exploration Offshore, L.L.C. 1001 Ochsner Boulevard, Suite 200 Covington, LA 70433</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>LLOG Exploration Offshore, L.L.C.</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>1001 Ochsner Boulevard, Suite 200</b>		CITY <b>Covington</b>	STATE <b>LA</b>	POSTAL CODE <b>70433</b>
			COUNTRY <b>USA</b>	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME <b>Beacon Offshore Energy Operating LLC</b>				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS <b>700 Milam Street, Suite 3200</b>		CITY <b>Houston</b>	STATE <b>TX</b>	POSTAL CODE <b>77002</b>
			COUNTRY <b>USA</b>	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b).

3a. ORGANIZATION'S NAME <b>LLOG Exploration Offshore, L.L.C.</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>1001 Ochsner Boulevard, Suite 200</b>		CITY <b>Covington</b>	STATE <b>LA</b>	POSTAL CODE <b>70433</b>
			COUNTRY <b>USA</b>	

4. COLLATERAL: This financing statement covers the following collateral:

For a complete description of the collateral covered by this Financing Statement, see the Memorandum of Operating Agreement and Financing Statement Covering Mississippi Canyon Block 74 and 75 dated effective December 1, 2016, which is attached hereto.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions),  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien  Non-UCC Filing

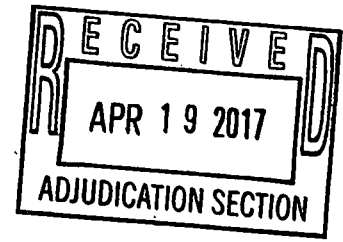
7. ALTERNATIVE DESIGNATION (if applicable).  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

**LA Filing; MC 74/75 (Praline)**

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS



9. 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

9a. ORGANIZATION'S NAME  
**LLOG Exploration Offshore, L.L.C.**

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME  
**Ridgewood Praline, LLC**

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10c. MAILING ADDRESS

<b>14 Philips Parkway</b>	<b>Montvale</b>	<b>NJ</b>	<b>07645</b>	<b>USA</b>
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11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME  
**Beacon Offshore Energy Operating LLC**

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

11c. MAILING ADDRESS

<b>700 Milam Street, Suite 3200</b>	<b>Houston</b>	<b>TX</b>	<b>77002</b>	<b>USA</b>
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

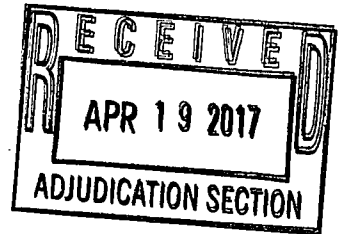
13.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT,  covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:  
**See Attachment "1" to the attached Memorandum of Operating Agreement and Financing Statement Covering Mississippi Canyon Block 74 and 75.**

17. MISCELLANEOUS:  
**LA Filing: MC 74/75 (Praline)**



**UCC FINANCING STATEMENT ADDITIONAL PARTY**

FOLLOW INSTRUCTIONS

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

18a. ORGANIZATION'S NAME <b>LLOG Exploration Offshore, L.L.C.</b>	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

19a. ORGANIZATION'S NAME <b>ILX Prospect Calliope, LLC c/o Riverstone Holdings LLC</b>			
OR			
19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
19c. MAILING ADDRESS <b>712 Fifth Avenue, 36th Floor</b>		CITY <b>New York</b>	STATE <b>NY</b>
		POSTAL CODE <b>10019</b>	COUNTRY <b>USA</b>

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

20a. ORGANIZATION'S NAME <b>Red Willow Offshore, LLC</b>			
OR			
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
20c. MAILING ADDRESS <b>14933 Highway 172 Post Office Box 369</b>		CITY <b>Ignacio</b>	STATE <b>CO</b>
		POSTAL CODE <b>81137</b>	COUNTRY <b>USA</b>

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

21a. ORGANIZATION'S NAME <b>CL&amp;F Offshore LLC</b>			
OR			
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
21c. MAILING ADDRESS <b>16945 Northchase Drive, Suite 1500</b>		CITY <b>Houston</b>	STATE <b>TX</b>
		POSTAL CODE <b>77060-2153</b>	COUNTRY <b>USA</b>

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

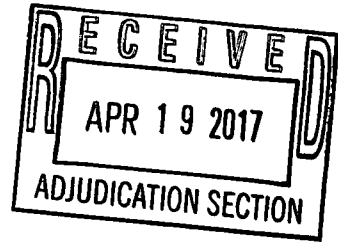
22a. ORGANIZATION'S NAME <b>Ridgewood Praline, LLC</b>			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c. MAILING ADDRESS <b>14 Philips Parkway</b>		CITY <b>Montvale</b>	STATE <b>NJ</b>
		POSTAL CODE <b>07645</b>	COUNTRY <b>USA</b>

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

23a. ORGANIZATION'S NAME <b>ILX Prospect Calliope, LLC c/o Riverstone Holdings LLC</b>			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c. MAILING ADDRESS <b>712 Fifth Avenue, 36th Floor</b>		CITY <b>New York</b>	STATE <b>NY</b>
		POSTAL CODE <b>10019</b>	COUNTRY <b>USA</b>

24. MISCELLANEOUS:

LA Filing: MC 74/75 (Praline)



**UCC FINANCING STATEMENT ADDITIONAL PARTY**

FOLLOW INSTRUCTIONS

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ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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OR			
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
20c. MAILING ADDRESS		CITY	STATE   POSTAL CODE   COUNTRY

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

21a. ORGANIZATION'S NAME <b>Houston Energy Deepwater Ventures XII, LLC</b>			
OR			
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
21c. MAILING ADDRESS <b>Two Allen Center, 1200 Smith, Suite 2400</b>		CITY <b>Houston</b>	STATE   POSTAL CODE   COUNTRY <b>TX   77002   USA</b>

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

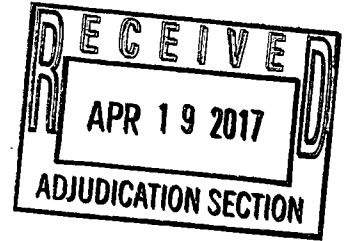
22a. ORGANIZATION'S NAME <b>Red Willow Offshore, LLC</b>			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c. MAILING ADDRESS <b>14933 Highway 172 Post Office Box 369</b>		CITY <b>Ignacio</b>	STATE   POSTAL CODE   COUNTRY <b>CO   81137   USA</b>

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23c. MAILING ADDRESS <b>16945 Northchase Drive, Suite 1500</b>		CITY <b>Houston</b>	STATE   POSTAL CODE   COUNTRY <b>TX   77060-2153   USA</b>

24. MISCELLANEOUS:

LA Filing: MC 74/75 (Praline)



# UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

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

18a. ORGANIZATION'S NAME <b>LLOG Exploration Offshore, L.L.C.</b>	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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OR			
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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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OR			
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21c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

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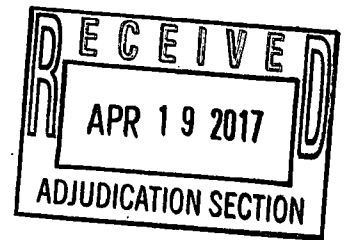
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OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c. MAILING ADDRESS <b>Two Allen Center, 1200 Smith, Suite 2400</b>	CITY <b>Houston</b>	STATE <b>TX</b>	POSTAL CODE <b>77002</b> COUNTRY <b>USA</b>

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OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

24. MISCELLANEOUS:

LA Filing: MC 74/75 (Praline)



**MEMORANDUM OF OPERATING AGREEMENT  
AND FINANCING STATEMENT COVERING  
MISSISSIPPI CANYON BLOCKS 74 AND 75**

- 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 December 1, 2016, as ratified and amended (hereinafter called " Operating Agreement") to explore, develop, and operate the lands and lease(s) described in Attachment "1" hereto (hereinafter called "Lands and Lease(s)") and to produce oil and gas (including condensate and liquefiable substances entrained in the gas stream) therefrom and have designated the Party identified in Attachment 1 as Operator to conduct such operations for itself and on behalf of the rest of Parties hereto as Non-Operators, as set forth in Attachment "1".
- 3.0 The Operating Agreement provides for certain liens, mortgages, pledges and security interests. The Operating Agreement contains an accounting procedure, along with other provisions, which provide for the payment of interest on past-due amounts and supplements the lien, mortgage, and security interest provisions, and also includes non-consent clauses which provide that Parties who elect not to participate in certain operations shall be deemed to have relinquished their interest in production until the carrying consenting Parties are able to recover their costs of such operation plus a specified amount. Should any person or entity desire additional information regarding the Operating Agreement or wish to inspect a copy of the Operating Agreement, that person or entity should contact the Operator.
- 4.0 The purpose of this Memorandum is to more fully describe certain restrictions on the parties interests in the lands and 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 the Operating Agreement, for and in consideration of the covenants and mutual undertakings of the Operator and the Non-Operating Parties herein, the Parties shall have the following security rights:

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

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

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

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

(1) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Exhibit "A" to the Operating Agreement," to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the 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 Operating Agreement 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 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 the Operating Agreement. To the extent susceptible under applicable law, this mortgage and the security interests granted in favor of each Non-Operating Party herein shall secure the payment of all Costs and other expenses properly charged to the Operator, together with (A) interest on such indebtedness, Costs, and other expenses at the rate set forth in the Accounting Procedure or the maximum rate allowed by law, whichever is the lesser, (B) reasonable attorneys' fees, (C) court costs, and (D) other directly related collection costs. If the Operator does not pay such Costs and other expenses or perform its obligations under the Operating Agreement when due, the Non-Operating Parties shall have the additional right to notify the purchaser or purchasers of the Operator's Hydrocarbon production and collect such Costs and other expenses out of the proceeds from the sale of the Operator's share of Hydrocarbon production until the amount owed has been paid. The Non-Operating Parties shall have the right to offset the amount owed against the proceeds from the sale of the Operator's share of Hydrocarbon production. Any purchaser of such production shall be entitled to rely on the Non-Operating Parties' statement concerning the amount of Costs and other expenses owed by the Operator and payment made to the Non-Operating Parties by any purchaser shall be binding and conclusive as between such purchaser and the Operator.

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

(iv) Security Interest in Favor of the Non-Operating Parties. To secure the complete and timely performance of and payment by the Operator of all obligations and indebtedness of every kind and nature, whether now owed by the Operator or hereafter arising, pursuant to the Operating Agreement, the Operator hereby grants to each Non-Operating Party a continuing security interest in and to all of its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to (a) all oil and gas produced from the lands or offshore blocks covered by the 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 Operator 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 Operator hereunder covers: (A) all substitutions, replacements, and accessions to the property of the Operator described herein and is intended to cover all of the rights, titles and interests of the Operator in all movable property now or hereafter located upon or used in connection with the Contract Area, whether corporeal or incorporeal; (B) all rights under any gas balancing agreement, farmout rights, option farmout rights, acreage and cash contributions, and conversion rights of the Operator in connection with the 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 Operator in any partnership, tax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the Contract Area; and (C) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of the Operator in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the 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 Operating Agreement to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the 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 in Exhibit "A" to the Operating Agreement to the extent, and only to the extent, those contracts and agreements cover or include all or any portion of the 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. The Parties authorize the Operator to file this Memorandum in the public records set forth below to serve as notice of the existence of the Operating Agreement as a burden on the title of the Working Interest Owners in the 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 this Memorandum to a standard UCC-1 for filing in the UCC records set

forth below to perfect the security interests created by the Parties. This Memorandum shall be amended from time to time if ownership of the Contract Area changes, and the Parties shall, within five business days following request by one of the Parties hereto, execute and furnish to the requesting Party for recordation any such amendment.

This Memorandum is to be filed or recorded, as the case may be, in (a) the conveyance records of the parish or parishes adjacent to the lands or offshore blocks covered by the 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 the Operating Agreement. If any Party whose Working Interest is so encumbered does not pay its share of Costs and other expenses authorized under the Operating Agreement, and the proceeds from the sale of its Hydrocarbon production pursuant to this Section 5.0 are insufficient to pay such Costs and expenses, the security rights provided for in this Section 5.0 may be applied against the carved-out interests with which the defaulting or non-performing Party's interest in the 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 5.0.

6.0 Upon expiration of the Operating Agreement and the satisfaction of all debts thereunder the Operator shall file of record with respect to the Operating Agreement and this Memorandum a release and termination on behalf of all Parties. If such release and termination is filed, all benefits and obligations under this Memorandum shall terminate as to all Parties with respect to the expiring Operating Agreement. Operator or any other Party shall have the right to file a continuation statement and/or reinscription notice on behalf of all Parties.

7.0 It is understood and agreed by the Parties hereto that if any part, term, or provision of this Memorandum is by the courts or an arbitrator held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Memorandum did not contain the particular part, term or provision held to be invalid.

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

**SIGNATURES AND ACKNOWLEDGMENTS BEGINNING ON THE FOLLOWING PAGE.**

WITNESSES:

Susan B. Hooper  
Print Name: Susan B. Hooper

Joshua Graffagnini  
Print Name: Joshua Graffagnini

LLOG EXPLORATION OFFSHORE, L.L.C.

By: [Signature]  
Kemberlia Ducote  
Secretary

Date: 3/2/2017

Address: 1001 Ochsner Boulevard, Suite 200  
Covington, Louisiana 70433

ACKNOWLEDGEMENT

STATE OF LOUISIANA           §  
  §  
PARISH OF ST. TAMMANY       §

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

GIVEN under my hand and seal of office this 2<sup>ND</sup> day of March, 2017.

Judy Reimel  
Notary Public, State of Louisiana

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

**WITNESSES:**

**RIDGEWOOD PRALINE, LLC**

Fritz L. Spencer, III  
Printed Name: Fritz L. Spencer, III

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

fw

Ann Hebert  
Printed Name: Ann Hebert

Date: 2-21-2017

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

**ACKNOWLEDGEMENT**

**STATE OF TEXAS** §  
§  
**COUNTY OF HARRIS** §

**BEFORE ME**, the undersigned authority, on this day personally appeared, **W. Greg Tabor**, known to me to be the person whose name is subscribed to the foregoing instrument as Executive Vice President of **Ridgewood Praline, LLC**, a Delaware limited liability company and acknowledged to me that he executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this 21<sup>st</sup> day of February, 2017.



Leah Bramlett  
Notary Public - State of Texas



WITNESSES:

ILX PROSPECT PRALINE, LLC

Fritz L. Spencer, III  
Printed Name: Fritz L. Spencer, III

By: W. Greg Tabor  
W. Greg Tabor  
Director fws

Ann Hebert  
Printed Name: Ann Hebert

Date: 2-21-2017

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

ACKNOWLEDGEMENT

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

**BEFORE ME**, the undersigned authority, on this day personally appeared, **W. Greg Tabor**, known to me to be the person whose name is subscribed to the foregoing instrument as Director of **ILX Prospect Praline, LLC**, a Delaware limited liability company and acknowledged to me that he executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 21<sup>st</sup> day of February, 2017.



Leah Bramlett  
Notary Public - State of Texas

WITNESSES:

HOUSTON ENERGY DEEPWATER VENTURES XII, LLC

Allen Wilhite  
Print Name: Allen Wilhite

Brac Whitehead  
Print Name: Brac Whitehead

By: P. David Amend  
P. David Amend  
Sr. Executive Vice President

Date: 2/20/2017

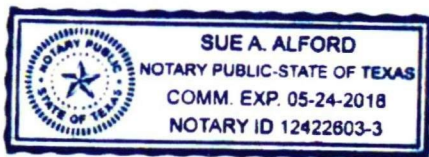
Address:  
Two Allen Center, 1200 Smith  
Suite 2400  
Houston, Texas 77002

ACKNOWLEDGEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared, **P. David Amend**, known to me to be the person whose name is subscribed to the foregoing instrument as Sr. Executive Vice President of **Houston Energy Deepwater Ventures XII, LLC**, a Texas limited liability company and acknowledged to me that he executed the same for and on behalf of that limited liability company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 20th day of February, 2017.



Sue A. Alford  
Notary Public - State of Texas

WITNESSES:

**BEACON OFFSHORE ENERGY  
OPERATING LLC**  
By its **Managing Member Beacon Offshore  
Energy Holdings Corp.**

*Brendan Long*  
Print Name: **Brendan Long**

*Peter A. Weld*  
Print Name: **PETER A. WELD**

By: *Marc Hensel*  
**Marc Hensel**  
**Managing Director and Chief Financial  
Officer**

Date: *3/20/17*

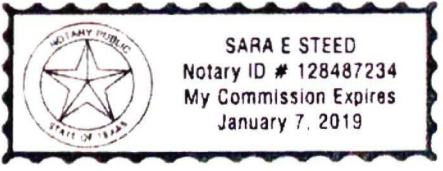
Address:  
**700 Milam Street, Suite 3200  
Houston, Texas 77002**

**ACKNOWLEDGEMENT**

**STATE OF TEXAS** §  
§  
**COUNTY OF HARRIS** §

**BEFORE ME**, the undersigned authority, on this day personally appeared, **Marc Hensel**, known to me to be the person whose name is subscribed to the foregoing instrument as Managing Director and Chief Financial Officer of **Beacon Offshore Energy Operating LLC By its Managing Member Beacon Offshore Energy Holdings Corp.**, a Delaware Limited Liability Company, and acknowledged to me that he executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this *20<sup>th</sup>* day of *March*, 2017.



*Sara E Steed*  
Notary Public - State of Texas

**WITNESSES:**

Tammy Willis  
Print Name: Tammy Willis

Alida Gibson-Riley  
Print Name: Alida Gibson-Riley

**CL&F OFFSHORE LLC**

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

Date: 2/14/17

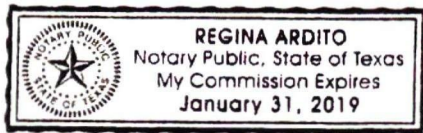
**Address:**  
**16945 Northchase Drive**  
**4 Greenspoint Place, Suite 1500**  
**Houston, Texas 7060-2153**

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**                                   §  
   §  
**COUNTY OF HARRIS**                           §

**BEFORE ME**, the undersigned authority, on this day personally appeared, **R. Paul Loveless**, known to me to be the person whose name is subscribed to the foregoing instrument as President of **CL&F Offshore LLC**, a Delaware limited liability company and acknowledged to me that he executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this 14th day of February, 2017.



Regina Ardito  
Notary Public - State of Texas



**WITNESSES:**

**RED WILLOW OFFSHORE, LLC**

*[Signature]*  
Print Name: DEX RICHARDSON

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

*[Signature]*  
Print Name: Don Greaser

Date: 2/28/17

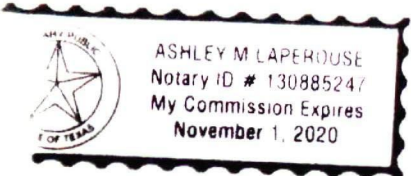
Address:  
**14933 Highway 172**  
**Ignacio, Colorado 81137**

**ACKNOWLEDGEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

**BEFORE ME**, the undersigned authority, on this day personally appeared, **Richard L. Smith**, known to me to be the person whose name is subscribed to the foregoing instrument as Executive Vice President - Offshore of **Red Willow Offshore, LLC**, a Colorado limited liability company and acknowledged to me that he executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this 28 day of February, 2017.



*[Signature]*  
Notary Public - State of Texas

ATTACHMENT "1"

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
OPERATING AGREEMENT EFFECTIVE DECEMBER 1, 2016, BETWEEN  
LLOG EXPLORATION OFFSHORE, L.L.C., AS OPERATOR AND  
RIDGEWOOD PRALINE, LLC, ET AL, AS NON-OPERATORS

A. OPERATOR:

LLOG EXPLORATION OFFSHORE, L.L.C.

B. CONTRACT AREA

Oil and Gas Lease of Submerged Lands, dated effective as of June 1, 2013, by and between the United States of America, as Lessor, and Red Willow Offshore, LLC, et al, as Lessees, covering all of OCS-G 34886, Block 74, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing 5760.00 acres, more or less.

Oil and Gas Lease of Submerged Lands, dated effective as of August 1, 2012, by and between the United States of America, as Lessor, and Red Willow Offshore, LLC et al, as Lessees, covering all of OCS-G 34421, Block 75, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing 5760.00 acres, more or less.

C. Parties, Designated Representatives and Addresses

LLOG Exploration Offshore, L.L.C.  
1001 Ochsner Boulevard, Suite 200  
Covington, Louisiana 70433  
Attention: Mr. Michael Altobelli  
Phone: (281) 752-1100  
Fax: (281) 752-1199  
Email: [mikea@llog.com](mailto:mikea@llog.com)

Ridgewood Praline, LLC  
1254 Enclave Parkway, Suite 600  
Houston, Texas 77077  
Attention: Mr. Greg Tabor  
Phone: (281) 293-8449  
Fax: (281) 293-7391  
Email: [gtabor@ridgewoodenergy.com](mailto:gtabor@ridgewoodenergy.com)

Houston Energy Deepwater  
Ventures XII, LLC  
Two Allen Center  
1200 Smith, Suite 2400  
Houston, Texas 77002  
Attention: Mr. P. David Amend  
Phone: (713) 650-8008  
Fax: (713) 650-8305  
Email: [pdavid@houstonenergy.com](mailto:pdavid@houstonenergy.com)

ILX Prospect Praline, LLC  
c/o Ridgewood Energy Corporation, AIF  
1254 Enclave Parkway, Suite 600  
Houston, Texas 77077  
Attention: Mr. Greg Tabor  
Phone: (281) 293-8449  
Fax: (281) 293-7391  
Email: [gtabor@ridgewoodenergy.com](mailto:gtabor@ridgewoodenergy.com)

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

CL&F Offshore LLC  
16945 Northchase Drive  
4 Greenspoint Place, Suite 1500  
Houston, Texas 77060-2153  
Attention: Ms. Tammy Willis  
Phone: (281) 873-3021  
Fax: (281) 872-4398  
Email: [twillis@clf-co.com](mailto:twillis@clf-co.com)

Beacon Offshore Energy Operating LLC  
700 Milam Street, Suite 3200  
Houston, Texas 77002  
Attention: Mr. Marc Hensel  
Phone: (713) 579-6033  
Fax: (713) 579-6200  
Email: [mhensel@beaconoffshore.com](mailto:mhensel@beaconoffshore.com)