



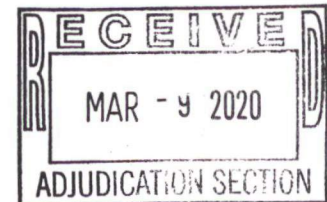
WALTER OIL & GAS CORPORATION

March 6, 2020

Bureau of Ocean Energy Management  
ATTN: Adjudication Section  
Mail Stop GM 276A  
1201 Elmwood Park Blvd.  
New Orleans, Louisiana 70123-2394

By UPS Delivery

Re: Non-Required Filing  
Assignment of Record Title Interest in Oil and Gas Lease



Ladies and Gentlemen:

Please find enclosed two (2) copies of that certain Assignment of Record Title Interest In Oil and Gas Lease as described below which we kindly submit for filing purposes only.

Document Title:	Assignment of Record Title Interest in Oil and Gas Lease
Leases Affected:	OCS-G 35988, OCS-G 35989
Parties	Walter Oil & Gas Corporation; Ridgewood Chanel, LLC and Gordy Oil Company
Filing Category:	3 - UCC Filings and Financial Statements
Service Fees:	Enclosed Pay.gov receipt in the amount of \$58.00

Upon filing this document, we kindly request that one stamped copy of the recorded document be returned to the undersigned in the provided self-addressed stamped envelope. If you should have any questions, please feel free to contact me at (713) 659-1221 or by email at [jdunn@walteroil.com](mailto:jdunn@walteroil.com).

Sincerely,

Jeanette C Dunn  
Land Administration  
Walter Oil & Gas Corporation

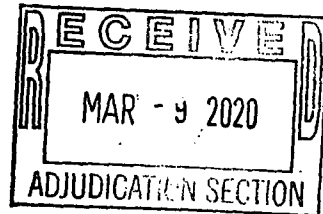
enclosures

# Plaquemines Parish Recording Page

Kim Turlich-Vaughan  
Clerk of Court  
PO Box 40  
Belle Chasse, LA 70037  
(504) 934-6610

**Received From :**

Attn: JEANETTE DUNN  
WALTER OIL & GAS CORP  
1100 LOUISIANA STREET  
SUITE 200  
HOUSTON, TX 77002-5299



**First VENDOR**

WALTER OIL & GAS CORP

**First VENDEE**

RIDGEWOOD CHANEL LLC

**Index Type :** CONVEYANCE

**File Number :** 2020-00000742

**Type of Document :** MEMORANDUM

**Book :** 1421      **Page :** 250

**Recording Pages :** 19

### 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) : 03/03/2020

At (Recorded Time) : 1:11:11PM



Doc ID - 005281690019

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 03/03/2020 at 1:11:11  
Recorded in Book 1421 Page 250  
File Number 2020-00000742



*Victoria Emerson*  
Deputy Clerk

Additional Index Recordings			
<u>Index Type</u>	<u>Book</u>	<u>Page</u>	<u>File #</u>
MTG	762	393	2020-00000742
UCC	3820	652	2020-00000742

**Return To :** Attn: JEANETTE DUNN

MEMORANDUM OF OPERATING AGREEMENT  
AND FINANCING STATEMENT  
(LOUISIANA)

To be filed in the conveyance records and in the mortgage records and as a non-standard financing statement in accordance with Paragraph 6.0 herein.

This Memorandum of Operating Agreement and Financing Statement (Louisiana) (this "Memorandum") is effective as of the effective date of the Operating Agreement referred to in Paragraph 2.0 below and is executed by the undersigned, duly authorized representative of Ridgewood Chanel, LLC, whose taxpayer identification number is 47-2652072, and whose address is 14 Philips Parkway, Montvale, NJ 07645, Gordy Oil Company, whose taxpayer identification number is 76-0070845, and whose address is 100 Waugh Drive, Suite 400 Houston, Texas 77007 (the "Non-Operating Party"), and the undersigned, duly authorized representative of Walter Oil & Gas Corporation, a Texas corporation, whose taxpayer identification number is 74-2180343, and whose address is 1100 Louisiana Street, Suite 200, Houston, Texas 77002 (the "Operator").

The Operator and the Non-Operating Party are parties to that certain Offshore Operating Agreement dated January 1, 2020 ("Operating Agreement"), which Operating Agreement provides for the development and production of crude oil, natural gas and associated substances from the well described in Exhibit "A" of the Operating Agreement and in Attachment "1" to this Memorandum (hereinafter called the "Contract Area") and which designates Walter Oil & Gas Corporation as the Operator, to conduct such operations for itself and the Non-Operating Party. All such leases and any future oil and gas wells within the Contract Area that may be acquired by the Operator and the Non-Operating Party (including substitutions for or replacements of existing leases) are hereinafter called the "Lease."

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:

1. 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 Lease(s), (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.

2. 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, interests, and Permitted Burdens, 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, interests, and Permitted Burdens, 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, interests, and Permitted Burdens, 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.
3. Mortgage in Favor of the Non-Operating Parties. The 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 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 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 \$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 Operator, the liability of the Operator 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 Operator 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.

4. Security Interest in Favor of the Non-Operating Parties. To secure the complete and timely performance of and payment by the Operator of all obligations and indebtedness of every

kind and nature, whether now owed by the Operator or hereafter arising, pursuant to this Agreement, the 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 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.

b. Default. If any Party does not pay its share of the charges authorized under this Agreement when due, the Operator may give the defaulting Party notice that unless payment is made within thirty (30) days from delivery of the notice, the non-paying Party shall be in default. A Party in default shall have no further access to the rig, Production System, Facilities, any Confidential Data or other maps, records, data, interpretations, or other information obtained in connection with activities or operations hereunder or be allowed to participate in meetings. A Party in default shall not be entitled to Vote or to make an Election until such time as the defaulting Party is no longer in default. The voting interest of each non-defaulting Party shall be counted in the proportion its Working Interest bears to the total non-defaulting Working Interests. As to any operation approved during the time a Party is in default, such defaulting Party shall be deemed to be a Non-Participating Party, except where such approval is binding on all Parties or Participating Parties, as applicable. In the event a Party believes that such statement of



charges is incorrect, the Party shall nevertheless pay the amounts due as provided herein, and the Operator shall attempt to resolve the issue as soon as practicable, but said attempt shall be made no later than sixty (60) days after receiving notice from the Party of such disputed charges.

c. Unpaid Charges. If any Participating Party fails to pay its share of the Costs and other expenses authorized under this Agreement within thirty (30) days after receipt of an invoice therefor or to otherwise perform any of its obligations under this Agreement when due, the Party to whom such payment is due, in order to take advantage of the provisions of this Section 6.3, shall notify the other Party by certified or registered U.S. Mail that it is in default and has thirty (30) days from the receipt of such notice to pay. If such payment is not made timely by the non-paying Party after the issuance of such notice to pay, the Party requesting such payment may take immediate steps to diligently pursue collection of the unpaid Costs and other expenses owed by such Participating Party, to collect consequential damages as a result of the default, and to exercise the mortgage and security rights granted by this Agreement. The bringing of a suit and the obtaining of a judgment by any Party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the security rights granted herein. 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 Parties to this Agreement, 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.

d. 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 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.

If performance of any obligation under the Operating Agreement or payment of any indebtedness created hereunder does not occur or is not made when due under the Operating Agreement or upon default of any covenant or condition of the Operating Agreement, in addition to any other remedy afforded by law, each party to the Operating Agreement and any successor to such party by assignment, operation of law, or otherwise, shall have, and is hereby given and vested with, the power and authority to foreclose the mortgage, pledge, and security interest established in its favor herein and in the Operating Agreement in the manner provided by law and to exercise all rights of a secured party under the Uniform Commercial Code. If any Non-Operating Party does not pay its indebtedness or perform its obligations under the Operating Agreement when due, the Operator shall have the additional right to notify the purchaser or purchasers of such Non-Operating Party's production and collect such indebtedness out of the proceeds from the sale of such Non-Operating Party's share of 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 Non-Operating Party's share of production. Any purchaser of such production shall be entitled to rely on the Operator's statement concerning the amount of indebtedness owed by such Non-Operating Party and payment made to the Operator by any purchaser shall be binding and conclusive as between such purchaser and such Non-Operating Party.

Upon expiration of the Operating Agreement and the satisfaction of all obligations and indebtedness arising thereunder, the Operator, on behalf of all Party to the Operating Agreement, shall file of record an appropriate release and termination of all security and other rights created under the Operating Agreement and this Memorandum executed by all Party to the Operating Agreement. Upon the filing of such release and termination instrument, all benefits and obligations under this Memorandum shall terminate as to all Party who have executed or ratified this Memorandum. In addition, at any time prior to the filing of such release and termination instrument, each of the Operator and the Non-Operating Party shall have the right to (i) file a

continuation statement pursuant to the Uniform Commercial Code with respect to any financing statement filed in their favor under the terms of this Memorandum and (ii) reinscribe this act in the appropriate mortgage records.

It is understood and agreed by the Party hereto that if any part, term, or provision of this Memorandum is held by the courts 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 Party shall be construed and enforced as if the Memorandum did not contain the particular part, term, or provision held to be invalid.

This Memorandum shall be binding upon and shall inure to the benefit of the Party hereto and their respective legal representatives, successors and permitted assigns. The failure of one or more persons owning an interest in the Contract Area to execute this Memorandum shall not in any manner affect the validity of the Memorandum as to those persons who execute this Memorandum.

A party having an interest in the Contract Area 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 party 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 party who acquires or may acquire any interest in the Contract Area.

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 in each of the records described in Paragraph 6 above, duplicate copies of this Memorandum with individual signature pages attached thereto may be filed of record, one copy of each to be indexed in the name of the Operator, as grantor, and one copy of each to be indexed in the name of each Non-Operating Party, as grantor, and duplicate copies of this Memorandum with individual signature pages attached thereto may be filed in the appropriate Uniform Commercial Code records, one filing for the Operator, as secured party, and another filing for the Non-Operating Party, as secured Party. The respective addresses of the Operator, as both secured party and debtor, and the Non-Operating Party, as both debtors and secured Party, at which information with respect to the security interests created in the Operating Agreement may be obtained, are set forth in Paragraph 1.0 of this Memorandum.

The Operator and the Non-Operating Party hereby agree to execute, acknowledge and deliver or


cause to be executed, acknowledged and delivered, any instrument or take any action necessary or appropriate to effectuate the terms of the Operating Agreement or any Exhibit, instrument, certificate or other document pursuant thereto.

Whenever the context requires, reference herein made to the single number shall be understood to include the plural, and the plural shall likewise be understood to include the singular, and specific enumeration shall not exclude the general, but shall be construed as cumulative.

EXECUTED on the dates set forth below each signature but effective as of the January 1, 2020.

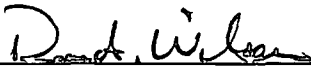
**OPERATOR:**

**WITNESSES:**

 Alicia Dodge

Jeannette C. Dunn Jeannette C. Dunn

**WALTER OIL & GAS CORPORATION**

By:  AS

Ron A. Wilson  
President

**NON-OPERATORS:**

**WITNESSES:**

\_\_\_\_\_  
Fritz L. Spencer, III

\_\_\_\_\_  
Leah Bramlett

**Ridgewood Chanel, LLC**

By: \_\_\_\_\_

W. Greg Tabor  
Executive Vice President

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**Gordy Oil Company**

By: \_\_\_\_\_

Russell D. Gordy  
President

EXECUTED on the dates set forth below each signature but effective as of the January 1, 2020.

**OPERATOR:**

**WALTER OIL & GAS CORPORATION**

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Ron A. Wilson

President

**NON-OPERATORS:**

**Ridgewood Chanel, LLC**

WITNESSES:

By: \_\_\_\_\_

  
\_\_\_\_\_  
Fritz L. Spencer, III

W. Greg Tabor

Executive Vice President

  
\_\_\_\_\_  
Leah Bramlett

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**Gordy Oil Company**

By: \_\_\_\_\_

Russell D. Gordy

President

EXECUTED on the dates set forth below each signature but effective as of the January 1, 2020.

**OPERATOR:**

**WALTER OIL & GAS CORPORATION**

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Ron A. Wilson

President

**NON-OPERATORS:**

**Ridgewood Chanel, LLC**

WITNESSES:

\_\_\_\_\_  
Fritz L. Spencer, III

By: \_\_\_\_\_

W. Greg Tabor

Executive Vice President

\_\_\_\_\_  
Leah Bramlett

WITNESSES:

\_\_\_\_\_  
*Jim Bayko*  
\_\_\_\_\_  
*A. Gomez*  
\_\_\_\_\_

**Gordy Oil Company**

By: \_\_\_\_\_

Russell D. Gordy

President

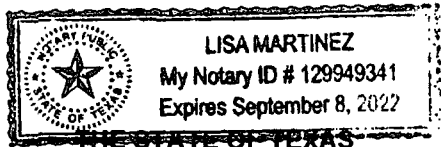
THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

On this 20th day of February, 2020, before me appeared **Ron A. Wilson**, to me personally known, who, being by me duly sworn, did say that he is the President of **Walter Oil & Gas Corporation**, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said appearer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.



[Signature]

Notary Public in and for the State of Texas

COUNTY OF HARRIS §

On this \_\_\_\_ day of February, 2020, before me the undersigned authority, personally appeared **W. Greg Tabor**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument as Executive Vice President of **Ridgewood Chanel, LLC**, a Delaware limited liability company, and acknowledged that he executed the same as the free act and deed of such company for the purposes therein contained.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

\_\_\_\_\_

Notary Public in and for the State of Texas

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared **Russell D. Gordy**, to me personally known, who, being by me duly sworn, did say that he is the President of **Gordy Oil Company**, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said appearer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

\_\_\_\_\_

Notary Public in and for the State of Texas



THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared **Ron A. Wilson**, to me personally known, who, being by me duly sworn, did say that he is the President of **Walter Oil & Gas Corporation**, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said appearer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

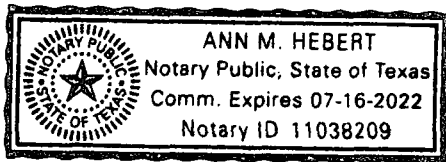
THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

On this 13<sup>th</sup> day of February, 2020, before me the undersigned authority, personally appeared **W. Greg Tabor**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument as Executive Vice President of **Ridgewood Chanel, LLC**, a Delaware limited liability company, and acknowledged that he executed the same as the free act and deed of such company for the purposes therein contained.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.



Ann M. Hebert  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared **Russell D. Gordy**, to me personally known, who, being by me duly sworn, did say that he is the President of **Gordy Oil Company**, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said appearer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared **Ron A. Wilson**, to me personally known, who, being by me duly sworn, did say that he is the President of **Walter Oil & Gas Corporation**, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said appearer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

On this \_\_\_\_ day of February, 2020, before me the undersigned authority, personally appeared **W. Greg Tabor**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument as Executive Vice President of **Ridgewood Chanel, LLC**, a Delaware limited liability company, and acknowledged that he executed the same as the free act and deed of such company for the purposes therein contained.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §

§

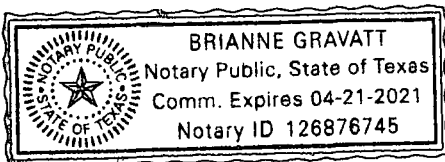
COUNTY OF HARRIS §

On this 20<sup>th</sup> day of February, 2020, before me appeared **Russell D. Gordy**, to me personally known, who, being by me duly sworn, did say that he is the President of **Gordy Oil Company**, a Texas corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said appearer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my official hand and seal on the date hereinabove written.

*Brianne Gravatt*

Notary Public in and for the State of Texas



## ATTACHMENT "1"

Attached to and made a part of that certain Memorandum of Operating Agreement and Financing Statement, dated January 1, 2020, naming Walter Oil & Gas Corporation, as Operator and Ridgewood Chanel, LLC, Gordy Oil Company, as Non-Operators.

### DESCRIPTION OF LEASES, WORKING INTERESTS OF THE PARTIES, PERMITTED BURDENS AND REPRESENTATIVES

I. This Offshore Operating Agreement covers the following described leases and lands:

OCS-G 35988, dated effective June 1, 2017, between the United States of America, as LESSOR, and Walter Oil & Gas Corporation, as LESSEE, covering all of Block 881, Mississippi Canyon, OCS Official Protraction Diagram NH 16-10, containing 5,760 acres, more or less.

OCS-G 35989, dated effective June 1, 2017, between the United States of America, as LESSOR, and Walter Oil & Gas Corporation, as LESSEE, covering all of Block 882, Mississippi Canyon, OCS Official Protraction Diagram NH 16-10, containing 5,760 acres, more or less.

II. This Offshore Operating Agreement is entered into pursuant to the following described Agreements:

- A. Participation Agreement by and between Walter Oil & Gas Corporation and Ridgewood Chanel, LLC, dated effective as of January 1, 2020.
- B. Participation Agreement by and between Walter Oil & Gas Corporation and Gordy Oil Company, dated effective as of January 1, 2020.
- C. Assignment of Record Title Interest by and between Walter Oil & Gas Corporation and each of Ridgewood Chanel, LLC, Gordy Oil Company, and Houston Energy Deepwater Ventures VII, LLC, dated effective January 1, 2020.

III. After Casing Point Working Interests of the Parties:

Walter Oil & Gas Corporation	<b>50.00000%</b>
Ridgewood Chanel, LLC	<b>30.00000%</b>
Gordy Oil Company	<b>20.00000%</b>
Total	<b>100.00000%</b>

IV. Permitted Burdens

- A. That certain Walter ORRI described in the Participation Agreement dated effective January 1, 2020, which is reserved in favor of Walter Oil & Gas Corporation in the amount of 1.21875% of 8/8ths, proportionately reduced, between Walter Oil & Gas Corporation, on the one hand, and Ridgewood Chanel, LLC, on the other hand.
- B. That certain Walter ORRI described in the Participation Agreement dated effective January 1, 2020, which is reserved in favor of Walter Oil & Gas Corporation in the amount of 1.21875% of 8/8ths, proportionately reduced, between Walter Oil & Gas Corporation, on the one hand, and Gordy Oil Company, on the other hand.

V. The names, addresses and representatives of the Parties hereunder follows:

Walter Oil & Gas Corporation  
Attn: Ms. Alicia Dodge  
1100 Louisiana, Suite 200  
Houston, TX 77002  
E-mail: [adodge@walteroil.com](mailto:adodge@walteroil.com)

Gordy Oil Company  
Attn: Mrs. Brianne Gravatt  
100 Waugh Drive, Suite 400  
Houston, TX 77007  
E-mail: [bgravatt@sginterests.com](mailto:bgravatt@sginterests.com)

Ridgewood Energy Corporation,  
As manager for Ridgewood Chanel, LLC  
Attn: Mr. W. Greg Tabor  
1254 Enclave Parkway, Suite 600  
Houston, TX 77077  
E-mail: [gtabor@ridgewoodenergy.com](mailto:gtabor@ridgewoodenergy.com)