



GIEGER, LABORDE & LAPEROUSE, L.L.C.

NEW ORLEANS

701 POYDRAS STREET, SUITE 4800
NEW ORLEANS, LOUISIANA 70139
PHONE: 504-561-0400
Fax: 504-561-1011

HOUSTON

5151 SAN FELIPE, SUITE 750
HOUSTON, TEXAS 77056
PHONE: 832-255-6000
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BILOXI

770 WATER STREET, SUITE 504
BILOXI, MISSISSIPPI 39530
PHONE: 228-438-2905
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August 4, 2021

Via Electronic Mail

United States Department of the Interior
Bureau of Ocean Energy Management
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2394

Attention: Adjudication Unit

Re: Non-Required Filings

Dear Madam or Sir:

Enclosed herewith please find the following documents, which are to be recorded in the consecutive order set forth below:

1. Release of Memorandum of Operating Agreement and Financing Statement, dated effective as of April 1, 2014, by and between Beacon Offshore Energy Development LLC, BOE II Shen, LLC, and ShenHai, LLC, as the successors-in-interest to Anadarko E&P Company, LP, ConocoPhillips Company, Cobalt International Energy, L.P., and Marathon Oil Company (please record under **Category 2 – Release of Mortgages and Liens**);
2. Release of Memorandum of Operating Agreement and Financing Statement, dated effective as of April 1, 2014, by and between Beacon Offshore Energy Development LLC, BOE II Shen, LLC, and ShenHai, LLC, as the successors-in-interest to Anadarko E&P Company, LP, ConocoPhillips Company, Cobalt International Energy, L.P., and Marathon Oil Company (please record under **Category 3 – UCC Filings and Financial Statements**);
3. Memorandum of Unit Operating Agreement and Financing Statement (Louisiana), dated August 3, 2021, by and between BOE Exploration & Production LLC, Beacon Offshore Energy Development LLC, BOE II Shen LLC, and ShenHai, LLC (please record in **Category 1 – Mortgage, Deed of Trust, Security Agreement**);

GIEGER, LABORDE & LAPEROUSE, L.L.C.

Page 2

- ★ 4. UCC-1 Financing Statement, by and between BOE Exploration & Production LLC, as Secured Party, and Beacon Offshore Energy Development LLC, BOE II Shen LLC, and ShenHai, LLC as Debtors (please record in **Category 3 – UCC Filings and Financial Statements**); and
5. UCC-1 Financing Statement, by and between BOE II Shen LLC and ShenHai, LLC as Secured Parties, and Beacon Offshore Energy Development LLC as Debtor (please record in **Category 3 – UCC Filings and Financial Statements**).


Please file these documents in the non-required filing records maintained by your office in the records affecting the leases listed below:

1. OCS-G 31938, WR 51;
2. OCS-G 25232, WR 52; and
3. OCS-G 28148, WR 53.

Also enclosed are pay.gov receipts evidencing payment of the required filing fees. Should you have any questions, please contact the undersigned at 504-561-0400.

Thank you in advance for your courtesies in this matter.

Yours very truly,


Patti L. Spinney
Legal Assistant

Enclosures

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

Important - Read Instructions before filing out form.

Follow instructions carefully.

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

1a Organization's Name BEACON OFFSHORE ENERGY DEVELOPMENT LLC				
OR				
1b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable))		First Name	Middle Name	
1c Mailing Address 3 ALLEN CENTER, 333 CLAY STREET, STE. 4200		City HOUSTON	State TX	Postal Code 77002
				Country USA
1d Tax ID #: SSN or EIN	Add'l info re Organization Debtor:	1e Type of Organization LLC	1f Jurisdiction of Organization DE	1g Organizational ID # if any DE 6786170 <input type="checkbox"/> None

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

2a Organization's Name BOE II SHEN LLC				
OR				
2b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable))		First Name	Middle Name	
2c Mailing Address 3 ALLEN CENTER, 333 CLAY STREET, STE 4200		City HOUSTON	State TX	Postal Code 77002
				Country USA
2d Tax ID #: SSN or EIN	Add'l info re Organization Debtor:	2e Type of Organization LLC	2f Jurisdiction of Organization DE	2g Organizational ID #, if any DE 3161699 <input type="checkbox"/> None

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

3a Organization's Name BOE EXPLORATION & PRODUCTION LLC				
OR				
3b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III, if applicable))		First Name	Middle Name	
3c Mailing Address 3 ALLEN CENTER, 333 CLAY STREET, STE 4200		City HOUSTON	State TX	Postal Code 77002
				Country USA

4. This FINANCING STATEMENT covers the following collateral:

ALL RIGHTS, TITLE AND INTERESTS IN, UNDER AND TO THE COLLATERAL DEFINED IN, AND MORE FULLY DESCRIBED BY, THAT CERTAIN MEMORANDUM OF UNIT OPERATING AGREEMENT AND FINANCING STATEMENT (LOUISIANA), ATTACHED HERETO

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

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

6a Check only if applicable and check only one box
 Debtor is a Transmitting Utility. Filing is Effective Until Terminated
 Filed in connection with a public finance transaction. Filing is effective for 30 years
 6b Check only if applicable and check only one box
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

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

8. Name and Phone Number to contact filer
Patti Spinney 504-654-1337

9. Send Acknowledgment To: (Name and Address)
Gieger, Laborde & Laperouse, LLC
701 Poydras Street, Suite 4800
New Orleans, LA 70139
Attn: Patti Spinney

10. The space below is for Filing Office Use Only

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

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

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

18a. ORGANIZATION'S NAME BEACON OFFSHORE ENERGY DEVELOPMENT LLC
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 SHENHAI, LLC			
OR	19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
19c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
5847 SAN FELIPE ST., STE. 2200	HOUSTON	TX	77057 USA

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

20a. ORGANIZATION'S NAME			
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			
OR	21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
21c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

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

22a. ORGANIZATION'S NAME			
OR	22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
22c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

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

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

24. MISCELLANEOUS:

MEMORANDUM OF UNIT OPERATING AGREEMENT AND FINANCING STATEMENT
(LOUISIANA)

BE IT KNOWN, on the dates hereinafter set forth, before the undersigned Notaries Public, duly commissioned and qualified in and for the States and Counties hereinafter set forth, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

BOE Exploration & Production LLC, herein represented by its undersigned officer, duly authorized;

Beacon Offshore Energy Development LLC, herein represented by its undersigned officer, duly authorized;

BOE II Shen LLC, herein represented by its undersigned officer, duly authorized; and

ShenHai, LLC, herein represented by its undersigned officers, duly authorized;

who declared under oath unto the undersigned Notaries Public, as follows:

- 1.0 This Memorandum of Unit Operating Agreement and Financing Statement (hereinafter called "Memorandum") is effective as of the effective date of the Unit Operating Agreement referred to in Paragraph 2.0 below and is executed by **BOE Exploration & Production LLC** (in its capacity as the "Affiliate Operator"), a Delaware limited liability company, whose mailing address is 333 Clay Street, Suite 4200, Houston, Texas 77002; **Beacon Offshore Energy Development LLC** (in its capacity as a "Non-Operator" and an "Operator's Affiliate"), a Delaware limited liability company, whose mailing address is 333 Clay Street, Suite 4200, Houston, Texas 77002; **BOE II Shen LLC** (in its capacity as a "Non-Operator"), a Delaware limited liability company, whose mailing address is 333 Clay Street, Suite 4200, Houston, Texas 77002; and **ShenHai, LLC** (in its capacity as a "Non-Operator"), a Delaware limited liability company, whose mailing address is 5847 San Felipe Street, Suite 2200, Houston, Texas 77057.
- 2.0 The Affiliate Operator and the Non-Operators are parties to that certain Unit Operating Agreement dated effective April 1, 2014, as amended (the "Operating Agreement"), providing for the development and production of crude oil, natural gas and associated substances from the lands described in Exhibit "A" of the Operating Agreement (hereinafter called the "Contract Area") and described more particularly in Attachment "1" to this Memorandum, and designating **BOE Exploration & Production LLC**, as Affiliate Operator, to conduct such operations for the Non-Operators. Reference is made hereby to the Operating Agreement for all purposes, and its

terms and provisions are incorporated herein by this reference to the same extent as if the Operating Agreement was reproduced herein. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Operating Agreement. In the event of any conflict between the terms and provisions of this Memorandum and those contained in the Operating Agreement, including exhibits thereto, and notwithstanding anything to the contrary in the Operating Agreement, the terms and provisions of this Memorandum shall at all times and in all events, prevail and control and govern between the Parties hereto, with the non-conflicting terms and provisions of the Operating Agreement continuing in full force and effect. The presence of a term governing conduct in the Operating Agreement and the absence of a term governing the same conduct in this Memorandum or the presence of a term governing conduct in this Memorandum and the absence of a term governing the same conduct in the Operating Agreement shall not constitute a conflict between the agreements.

- 3.0 Among other provisions, the Operating Agreement (i) provides for certain mortgages, pledges, and security interests to secure payment by the Parties of their respective share of costs and other obligations under the Operating Agreement, (ii) contains an Accounting Procedure along with other provisions which supplement the mortgage, pledge and security interest provisions, (iii) includes non-consent clauses which provide that Parties who elect not to participate in certain operations shall be deemed to have relinquished their interest until the consenting Parties are able to recover their costs of such operation plus a specified amount and (iv) includes a provision requiring payment of interest on amounts past due.
- 4.0 A true and correct copy of the Operating Agreement is on file and available for inspection by third parties at the offices of the Affiliate Operator at the address set forth in this Memorandum.
- 5.0 The purpose of this Memorandum is to more fully describe, implement, and perfect the mortgages, pledges and security interests provided for in the Operating Agreement, and to place third parties on notice thereof.
- 6.0 In addition to any other privileges, security rights and remedies provided for by law with respect to services rendered or materials and equipment furnished under the Operating Agreement, in consideration of the mutual rights and obligations of the parties hereunder, the parties hereby agree as follows:
 - 6.1 Mortgage in Favor of the Affiliate Operator. To secure the complete and timely performance and payment by each Non-Operator of all obligations and indebtedness of every kind and nature, whether now owed by such Non-Operator or hereafter arising, pursuant to the Operating Agreement, each Non-Operator grants to the Affiliate 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, gas, and associated substances 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.

The maximum amount for which the mortgage herein, granted by each Non-Operator shall be deemed to secure the obligations and indebtedness of such Non-Operator to the Affiliate Operator, as stipulated herein, is hereby fixed in an amount equal to \$500,000,000.00 (the "Limit of the Mortgage of Each Non-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 each Non-Operator to the Affiliate Operator is secured hereby without limitation. Notwithstanding the foregoing Limit of the Mortgage of Each Non-Operator, the liability of each Non-Operating Party under the Operating Agreement and the mortgage, pledge and security interest granted hereby shall be limited to (and the Affiliate 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 or in this Memorandum) outstanding and unpaid and that are attributable to or charged against the interest of such Non-Operator pursuant to the Operating Agreement.

- 6.2 Security Interest in Favor of the Affiliate Operator. To secure the complete and timely performance of and payment by each Non-Operator of all obligations and indebtedness of every kind and nature, whether now owed by such Non-Operator or hereafter arising pursuant to the Operating Agreement, each Non-Operator hereby grants to the Affiliate 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, gas, and associated substances 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, gas, and associated substances (including, without limitation, accounts arising from gas imbalances or from the sale of oil, gas, and associated substances at the wellhead), (c) all cash or other proceeds from the sale of such oil, gas, and associated substances once produced, and (d) all Development Systems, wells, facilities, fixtures, and 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-Operator in and to the oil, gas, and associated substances 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 allowed under applicable law, the security interest granted by each Non-Operator hereunder covers: (A) all substitutions, replacements, and accessions to the property of such Non-Operator described herein and is intended to cover all of the rights, titles, and interests of such Non-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 such Non-Operator in connection with the Leases or the Contract Area, or the oil, gas, and associated substances 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-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 each Non-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 Attachment "1," 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 Attachment "1," 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.

6.3 Mortgage in Favor of the Non-Operators. To secure the complete and timely performance of and payment by the Affiliate Operator of all obligations and indebtedness of every kind and nature, whether now owed by the Affiliate Operator or hereafter arising, pursuant to the Operating Agreement, including any losses, costs, damages or claims arising in connection with any default by the Operator under the Operating Agreement, the Operator's Affiliate grants to each Non-Operator (excluding the Operator's Affiliate) a mortgage, hypothecate, and pledge of and over all of its rights, titles, and interests in and to (a) the Leases, (b) the oil, gas, and associated substances 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.

The maximum amount for which the mortgage herein granted by the Operator's Affiliate shall be deemed to secure the obligations and indebtedness of the Affiliate Operator to all Non-Operators as stipulated herein is hereby fixed in an amount equal to \$500,000,000.00 (the "Limit of the Mortgage of the Operator's Affiliate"). 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 Affiliate Operator to the Non-Operators is secured hereby without limitation. Notwithstanding the foregoing Limit of the Mortgage of the Operator's Affiliate, the liability of the Operator's Affiliate under the Operating Agreement and the mortgage, pledge, and security interest granted hereby shall be limited to (and the Non-Operators shall not be entitled to enforce the same against the Operator's Affiliate 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 or this Memorandum) outstanding and unpaid and that are attributable to or charged against the interest of the Affiliate Operator pursuant to the Operating Agreement.

- 6.4 Security Interest in Favor of the Non-Operators. To secure the complete and timely performance of and payment by the Affiliate Operator of all obligations and indebtedness of every kind and nature, whether now owed by the Affiliate Operator or hereafter arising, pursuant to the Operating Agreement, including any losses, costs, damages or claims arising in connection with any default by the Operator under the Operating Agreement, the Operator's Affiliate hereby grants to each Non-Operator (excluding the Operator's Affiliate) 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, gas, and associated substances 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, gas, and associated substances (including, without limitation, accounts arising from gas imbalances or from the sale of oil, gas, and associated substances at the wellhead), (c) all cash or other proceeds from the sale of such oil, gas, and associated substances 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's Affiliate in and to the oil, gas, and associated substances 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 allowed under applicable law, the security interest granted by the Operator's Affiliate hereunder covers: (A) all substitutions, replacements, and accessions to the property of the Operator's Affiliate described herein and are intended to cover all of the rights, titles and interests of the Operator's Affiliate 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's Affiliate in connection with the Leases or the Contract Area, the oil, gas, and associated substances 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's Affiliate 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's Affiliate 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 Attachment "1," 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 Attachment "1," to the extent, and only to the extent, that 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.

6.5 For the avoidance of doubt, Operator shall, upon the request of any Non-Operator (excluding the Operator's Affiliate), act in good faith to reasonably pursue any and all claims by such Non-Operator against BOE II Shen LLC or any Operator's Affiliate, to the fullest extent allowable under applicable law.

6.6 To the extent allowed under applicable law, the mortgage, pledge and the security interest granted by each Party in favor of the other Party 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 the Accounting Procedure, attached to the Operating Agreement as Exhibit "C", 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.

6.7 Confession of Judgment; Executory Process. To the extent allowed under La. C.C.P. art. 2631, *et seq.*, each Party may use executory process to enforce the mortgage and security rights granted hereunder as to any property subject hereto. Therefore, each Non-Operator

hereby confesses judgment in favor of the Affiliate Operator up to the full amount secured hereunder as set forth in Article 6.1 (*Mortgage in Favor of the Affiliate Operator*), and does by these present, consent, agree and stipulate that, in the event the mortgage or security interests or any charges thereon not being promptly and fully paid when the same becomes due and payable, or in the event of failure to comply with any of the obligations herein set forth or in the Operating Agreement, or the breach of the Operating Agreement in any of its parts by such Non-Operator, the mortgage or security interests shall, at the option of the Affiliate Operator, become due and payable, anything herein contained to the contrary notwithstanding, and it shall be lawful for the Affiliate Operator, as holder or the mortgage or security interests, without making a demand and without notice or putting in default, the same being hereby expressly waived, to cause all and singular the property herein mortgaged or secured to be seized and sold without appraisal, which is hereby expressly waived, by executory process issued by a competent court or to proceed with enforcement of its mortgage or security interest in any other manner provided by law. Furthermore, the Operator's Affiliate hereby confesses judgment in favor of each Non-Operator up to the full amount secured hereunder as set forth in Article 6.3 (*Mortgage in Favor of the Non-Operators*), and does by these present, consent, agree and stipulate that, in the event the mortgage or security interests or any charges thereon not being promptly and fully paid when the same becomes due and payable, or in the event of failure to comply with any of the obligations herein set forth or in the Operating Agreement, or the breach of the Operating Agreement in any of its parts by the Affiliate Operator, the mortgage or security interests shall, at the option of such Non-Operator, become due and payable, anything therein contained to the contrary notwithstanding, and it shall be lawful for such Non-Operator, as holder of the mortgage or security interests, without making demand and without notice or putting in default, the same being expressly waived, to cause all and singular the property herein mortgaged or secured to be seized and sold without appraisal, which is hereby expressly waived, by executory process issued by a competent court or to proceed with enforcement of its mortgage or security interest in any other manner provided by law.

- 7.0 This Memorandum (including a carbon, photographic, or other reproduction thereof and hereof) shall constitute a non-standard form of financing statement under the terms of Louisiana Law of Secured Transactions, La. R.S. 10:9-101 *et seq.* (the "Uniform Commercial Code") and, as such, for the purposes of perfecting the security interests granted in favor of the Affiliate Operator, may be filed for record in the office of the Clerk of Court of any parish in the State of Louisiana, with the Affiliate Operator being the secured party and the Non-Operators being the debtors with respect to such filing. For the purposes of the security interest in favor of the Non-Operators, this Memorandum (including a carbon, photographic, or other reproduction thereof and hereof) may be filed in the aforementioned office as a non-standard form of financing statement with the Non-Operators being the secured parties and the Operator's Affiliate being the debtor with respect to such filing. In addition, this Memorandum also constitutes a financing statement filed as a fixture filing. This Memorandum, when filed for registry in the conveyance and mortgage records of the appropriate parish(es), is intended to function both as a filed agreement under Section 31:216 of the Louisiana Revised Statutes and a declaration under Section 31:217 of the Louisiana Revised Statutes, and any successor statutes thereto, and to serve as notice to third parties of the existence of the Operating Agreement and the conventional mortgages created

herein as burdens on the title of the Parties to their interest in the Leases. All parties to the Operating Agreement are identified on Attachment "1" hereto.

- 8.0 On default of any covenant or condition of the Operating Agreement, in addition to any other remedy afforded by law or the practice of the State of Louisiana, each Party thereto 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 in the Operating Agreement and herein in the manner provided by law and to exercise all rights of a secured party under the Uniform Commercial Code.
- 9.0 Upon expiration of the Operating Agreement and the satisfaction of all obligations and debts established thereunder, on behalf of all Parties concerned the Affiliate Operator shall file of record a release and termination of all mortgage, pledge, security and other rights created under the Operating Agreement and this Memorandum. Upon the filing of such release and termination instrument, all benefits and obligations under this Memorandum shall terminate as to all parties who have executed or ratified this Memorandum. In addition, at any time prior to the filing of such release and termination instrument, the Affiliate Operator shall have the right to file a continuation statement pursuant to the Uniform Commercial Code with respect to any financing statement filed in favor of any party who has executed or ratified this Memorandum and reinscribe this act in the appropriate mortgage records.
- 10.0 It is understood and agreed by the parties hereto that if any part, term, or provision of this Memorandum is by the courts 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.
- 11.0 This Memorandum shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and 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.
- 12.0 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.
- 13.0 This Memorandum may be executed or ratified in one or more counterparts and all of the executed or ratified counterparts shall together constitute one instrument. For purposes of recording, only one copy of this Memorandum with individual signature pages attached thereto needs to be filed of record. Each party authorizes the filing by any other party of an original or any copy of this Memorandum as a financing statement under the Uniform Commercial Code.

- 14.0 Whenever the context requires, reference herein made to the singular 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.

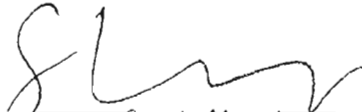
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THUS DONE AND PASSED in multiple originals, in Harris County, Texas, on the 3rd day of August, 2021, in the presence of the undersigned competent witnesses who have signed their names, together with appearer and me, Notary.

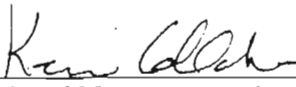
AFFILIATE OPERATOR:

WITNESSES:


BOE EXPLORATION & PRODUCTION LLC

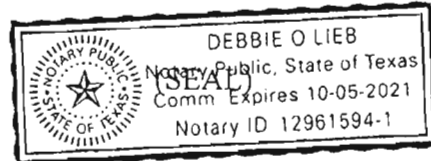

Printed Name: Scott Callahan

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


Printed Name: Kenni Callahan

Date: August 3, 2021


Notary Public
Name: Debbie O Lieb
Notary/Bar No. 12961594-1
My Commission expires: October 5, 2021



THUS DONE AND PASSED in multiple originals, in Harris County, Texas, on the 3rd
day of August, 2021, in the presence of the undersigned competent witnesses who have
signed their names, together with appearer and me, Notary.

NON-OPERATOR AND OPERATOR'S AFFILIATE:

WITNESSES:

**BEACON OFFSHORE ENERGY
DEVELOPMENT LLC**

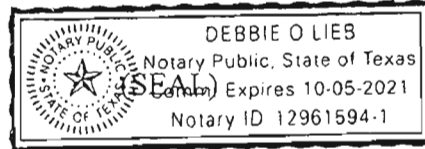
[Signature]
Printed Name: Scott A. Whiting

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

[Signature]
Printed Name: Kenni Callahan

Date: August 3, 2021

[Signature]
Notary Public
Name: Debbie O. Lieb
Notary/Bar No. 12961594-1
My Commission expires: October 5, 2021

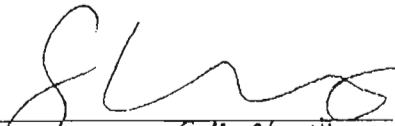


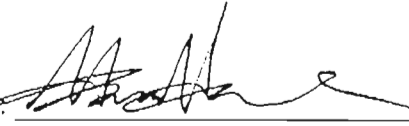
THIS DONE AND PASSED in multiple originals, in Harris County, Texas, on the 3rd day of August, 2021, in the presence of the undersigned competent witnesses who have signed their names, together with appearer and me, Notary.


NON-OPERATOR:

WITNESSES:

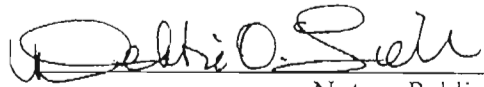
BOE II SHEN LLC

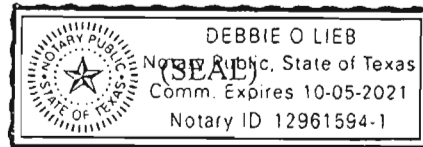

Printed Name: Scott Chaffin

By: 
Marc Hensel
President and Chief Financial Officer


Printed Name: Kenni Callahan

Date: August 3, 2021


Notary Public
Name: Debbie O. Lieb
Notary/Bar No. 12961594-1
My Commission expires: October 5, 2021



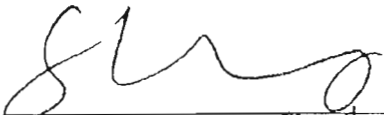
THUS DONE AND PASSED in multiple originals, in Harris County, Texas, on the 3rd
day of August, 2021, in the presence of the undersigned competent witnesses who have
signed their names, together with appearer and me, Notary.

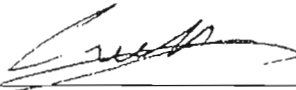
NON-OPERATOR:

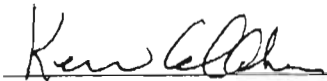
WITNESSES:

SHENHAI, LLC

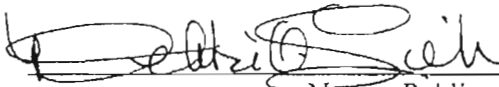
By: Navitas Petroleum Holdings, LLC, its sole
member

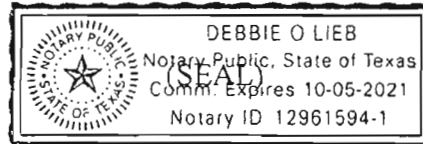

Printed Name: Scott Chalburg

By: 
Chanon Wolf
President and Chief Executive Officer


Printed Name: Kenni Callahan

Date: August 3, 2021


Notary Public
Name: Debbie O. Lieb
Notary/Bar No. 12961594-1
My Commission expires: October 5, 2021



ATTACHMENT "1"

ATTACHED TO AND MADE A PART OF THAT CERTAIN
MEMORANDUM OF UNIT OPERATING AGREEMENT AND FINANCING
STATEMENT
DATED EFFECTIVE APRIL 1, 2014,
BY AND AMONG
BOE EXPLORATION & PRODUCTION LLC, AS AFFILIATE OPERATOR,
AND
BEACON OFFSHORE ENERGY DEVELOPMENT LLC, BOE II SHEN LLC, AND
SHENHAI, LLC, AS NON-OPERATORS

A. AFFILIATE OPERATOR: BOE Exploration & Production LLC

B. CONTRACT AREA

The Unit Area of Walker Ridge Block 51 Unit, Contract No. 754314003, covering all of Walker Ridge Blocks 51 and 52, and the North Half of Walker Ridge Block 53.

DESCRIPTION OF LEASE(S):

1. Oil and Gas Lease of Submerged Lands, bearing Serial No. OCS-G 31938, dated effective as of December 1, 2007, by and between the United States of America, as Lessor, and ConocoPhillips Company, as Lessee, covering all of Block 51, Walker Ridge, OCS Official Protraction Diagram, NG 15-06, containing approximately 5,760.00 acres, more or less.
2. Oil and Gas Lease of Submerged Lands, bearing Serial No. OCS-G 25232, dated effective as of June 1, 2003, by and between the United States of America, as Lessor, and Kerr-McGee Oil & Gas Corporation, as Lessee, covering all of Block 52, Walker Ridge, OCS Official Protraction Diagram, NG 15-06, containing approximately 5,760.00 acres, more or less.
3. Oil and Gas Lease of Submerged Lands, bearing Serial No. OCS-G 28148, dated effective as of May 1, 2006, by and between the United States of America, as Lessor, and Hunt Oil Company, as Lessee, covering all of Block 53, Walker Ridge, OCS Official Protraction Diagram, NG 15-06, INsofar AND ONLY INsofar AS said lease covers the N/2 of Block 53, Walker Ridge, containing approximately 2,880.00 acres, more or less.

C. Working Interests in the Leases are as follows:

Beacon Offshore Energy Development LLC	15.95000%
BOE II Shen LLC	30.95000%
ShenHai, LLC	<u>53.10000%</u>
	100.00000%

D. Encumbrances

1. A lessor's royalty of 16.6667% on Walker Ridge Block 51 and 12.5% on Walker Ridge Blocks 52 and 53 is borne by all Parties;
2. A 0.50% overriding royalty interest payable to Nexen Petroleum Offshore U.S.A. Inc. on Walker Ridge Blocks 51 and 52 only is borne by all Parties;
3. A 1.5% overriding royalty interest payable to Exxon Mobil Corporation on Walker Ridge Blocks 51 and 52 only is borne by all Parties;
4. A 3.0% overriding royalty interest payable to Hunt Oil Company on Walker Ridge Block 53 only is borne by all Parties;
5. A 0.5% overriding royalty interest payable to WesternGeco on all the leases in the Contract Area is borne solely by BOE II Shen LLC;
6. A 0.3095% overriding royalty interest payable to LLOG Deepwater Development Company III, L.L.C. on all the leases in the Contract Area is borne solely by BOE II Shen LLC;
7. A 4.955% of 46.4625% Net Revenue Interest (as defined below) on the leases covering Walker Ridge Block 52 and the North ½ of Walker Ridge Block 53 and a 4.955% of 44.25% Net Revenue Interest on the lease covering Walker Ridge Block 51 payable to Nechamka Investments 2001 LTD, which are borne solely by ShenHai, LLC, which Net Revenue Interest may be reduced to 3.75% of 46.4625% as to the leases covering Walker Ridge Block 52 and the North ½ of Walker Ridge Block 53 and a 3.75% of 44.25% as to the lease covering Walker Ridge Block 51 upon the occurrence of certain circumstances described more particularly in that certain Conveyance of Overriding Royalty Interest, dated as of August 1, 2020, as recorded in the public records of (A) Iberia Parish, Louisiana, at Conveyance Book 1695, Page 304, under File No. 2020-00009033, (B) St. Mary Parish, Louisiana, at Conveyance Book 405, Page 162, under File No. 335662, and (C) Terrebonne Parish, Louisiana, at Conveyance Book 2619, Page 41, under File No. 1613802 (the "**ORRI Conveyance**");
8. A 0.180% of 46.4625% Net Revenue Interest on the leases covering Walker Ridge Block 52 and the North ½ of Walker Ridge Block 53 and a 0.180% of 44.25% Net Revenue Interest on the lease covering Walker Ridge Block 51 payable to Yacob Katz, which are borne solely by ShenHai, LLC, which Net Revenue Interest may be increased to 0.75% of 46.4625% as to the leases covering Walker Ridge Block 52 and the North ½ of Walker Ridge Block 53 and a 0.75% of 44.25% as to the lease covering Walker Ridge Block 51 upon the occurrence of certain circumstances described more particularly in the ORRI Conveyance;
9. A 0.700% of 46.4625% Net Revenue Interest on the leases covering Walker Ridge Block 52 and the North ½ of Walker Ridge Block 53 and a 0.700% of 44.25% Net Revenue Interest on the lease covering Walker Ridge Block 51 payable to Snowing at Louise Inc.,

which are borne solely by ShenHai, LLC, which Net Revenue Interest may be increased to 0.75% of 46.4625% as to the leases covering Walker Ridge Block 52 and the North ½ of Walker Ridge Block 53 and a 0.75% of 44.25% as to the lease covering Walker Ridge Block 51 upon the occurrence of certain circumstances described more particularly in the ORRI Conveyance; and

10. A 0.165% of 46.4625% Net Revenue Interest on the leases covering Walker Ridge Block 52 and the North ½ of Walker Ridge Block 53 and a 0.165% of 44.25% Net Revenue Interest on the lease covering Walker Ridge Block 51 payable to Jochanna Ja'akov Wolf, which are borne solely by ShenHai, LLC, which Net Revenue Interest may be increased to 0.75% of 46.4625% as to the leases covering Walker Ridge Block 52 and the North ½ of Walker Ridge Block 53 and a 0.75% of 44.25% as to the lease covering Walker Ridge Block 51 upon the occurrence of certain circumstances described more particularly in the ORRI Conveyance.

“Net Revenue Interest” means, with respect to the subject leases, the interest of ShenHai, LLC in and to the hydrocarbons produced, saved and sold from each of the subject leases after deduction of the lessor's royalty.

E. Notification Addresses and Company Representatives

BOE Exploration & Production LLC 333 Clay St., Suite 4200 Houston, Texas 77002 Attention: Jay Register Phone: (346) 867-0524 Fax: (281) 476-7767 Email: jregister@beaconoffshore.com	BOE II Shen LLC 333 Clay St., Suite 4200 Houston, Texas 77002 Attention: Jay Register Phone: (346) 867-0524 Fax: (281) 476-7767 Email: jregister@beaconoffshore.com
Beacon Offshore Energy Development LLC 333 Clay St, Suite 4200 Houston, Texas 77002 Attention: Jay Register Phone: (346) 867-0524 Fax: (281) 476-7767 Email: jregister@beaconoffshore.com	ShenHai, LLC 5847 San Felipe Street, Suite 2200 Houston, Texas 77057 Attention: Amit Kornhauser Email: amit@navitaspet.com WITH A COPY TO: Attention: Jonathan Sternberg Email: jonathan@navitaspet.com Phone: +972-9-7883680