



RECEIVED
ADJUDICATION SECTION
SEP 21 2021

HOUSTON OFFICE
333 Clay Street, Suite 4200
Houston, Texas 77002
(346) 867-0548

COVINGTON OFFICE
16564 E. Brewster Road, Suite 203
Covington, Louisiana 70433
(985) 317-2420

September 20, 2021

Via Federal Express

United States Department of Interior
Bureau of Ocean Energy Management (“BOEM”)
Attention: Adjudication Section
Mail Stop GM 276A
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123- 2394

RE: Filing of Non-Required Document
Memorandum of Operating Agreement and Financing Statement
OCS-G 36624, Block 35, Green Canyon

Ladies and Gentlemen:

Enclosed is one (1) copy of a Memorandum of Operating Agreement and Financing Statement covering OCS-G 36624, Block 35, Green Canyon which has been recorded in Lafourche Parish, Louisiana (“MOA”).

We request that the MOA be filed in the BOEM Non-Required records as follows:

Title of Document: Memorandum of Operating Agreement and Financing Statement

Lease Affected: OCS-G 36624

Parties: BOE Exploration & Production LLC (03572);
Beacon Offshore Energy Exploration LLC (03570);
Red Willow Offshore, LLC (02668);
Houston Energy Deepwater Partners Tabasco, LLC (03634);
HEDV Tabasco, LLC (03658);
CL&F Offshore LLC (03394);
CSL Exploration, LP (03194); and
Ridgewood Tabasco, LLC (03625)

Category: 3 – UCC Filings and Financing Statements

Filing Fees: Pay.gov receipt in the amount of \$29.00

We thank you for your assistance in this matter and please do not hesitate to contact Courtney Kroll at (346) 388-0156 or ckroll@beaconoffshore.com if you have any questions regarding this submittal.

Very truly yours,

BOE Exploration & Production LLC

Courtney Kroll
Administrative Assistant

Enclosures

Lafourche Parish Recording Page

Annette M. Fontana
CLERK OF COURT
PO BOX 818
303 W 3rd St
Thibodaux, LA 70302
(985) 447-4841

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ADJUDICATION SECTION
SEP 21 2021

First VENDOR

BOE EXPLORATION & PRODUCTION LLC

First VENDEE

BEACON OFFSHORE ENERGY EXPLORATION LLC

Index Type : CONVEYANCE

Inst Number : 1321549

Type of Document : MEMORANDUM

Book : 2206

Page : 9

Recording Pages : 19

Recorded Information

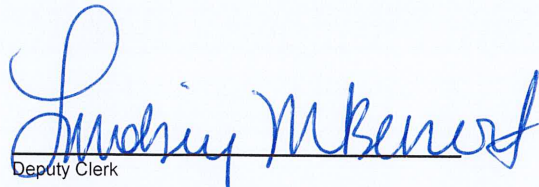
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafourche Parish, Louisiana.

On (Recorded Date) : 08/13/2021

At (Recorded Time) : 10:07:11AM



Doc ID - 033774780019


Deputy Clerk

Additional Index Recordings

<u>Index Type</u>	<u>Book</u>	<u>Page</u>	<u>Inst Number</u>
MTG	2163	544	1321549

**MEMORANDUM OF OPERATING AGREEMENT
AND FINANCING STATEMENT COVERING
GREEN CANYON BLOCK 35**

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

CL&F Offshore LLC, herein represented by its undersigned officer, duly authorized;

CSL Exploration, LP, herein represented by its undersigned officers, duly authorized;

HEDV Tabasco, LLC, herein represented by its undersigned officers, duly authorized;

Houston Energy Deepwater Partners Tabasco, LLC, herein represented by its undersigned officers, duly authorized;

Red Willow Offshore, LLC, herein represented by its undersigned officers, duly authorized; and

Ridgewood Tabasco, 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 Operating Agreement and Financing Statement (hereinafter called "Memorandum") is entered into by the undersigned Parties (each of which is hereinafter called "Party" and all of which are hereinafter called "Parties") effective as of the effective date of the Operating Agreement referred to in Paragraph 2.0 below.
- 2.0 The Parties have entered into that certain Operating Agreement effective August 1, 2019, as ratified and amended, (hereinafter called "Operating Agreement") to explore, develop, and operate the lands and lease(s) described in Attachment 1 hereto (hereinafter called "Lands and Lease(s)") and to produce oil and gas (including condensate and liquefiable substances entrained in the gas stream) therefrom and have designated the Party identified in Attachment 1 as Operator to conduct such operations for itself and on behalf of the rest of Parties hereto as Non-Operators, as set forth in Attachment 1.
- 3.0 The Operating Agreement provides for certain liens, mortgages, pledges and security interests. The Operating Agreement contains an accounting procedure, along with other provisions, which provide for the payment of interest on past-due amounts and supplements the lien, mortgage, and security interest provisions, and also includes non-

consent clauses which provide that Parties who elect not to participate in certain operations shall be deemed to have relinquished their interest in production until the carrying consenting Parties are able to recover their costs of such operation plus a specified amount. Should any person or entity desire additional information regarding the Operating Agreement or wish to inspect a copy of the Operating Agreement, that person or entity should contact the Operator.

- 4.0 The purpose of this Memorandum is to more fully describe certain restrictions on the parties interests in the lands and leases described in Attachment 1 and to more fully describe the liens, mortgages, pledges and security interests provided for in the Operating Agreement, and to place third parties on notice thereof, and to restate, grant and convey the same to the extent required to perfect the same fully in accordance with applicable state law.
- 5.0 The pertinent provisions of Operating Agreement Exhibit "F" regarding security rights are set forth below:

Security Rights.

a. Security Rights - Properties Located Offshore Adjacent to the State of Louisiana. In addition to any other security rights and remedies provided by law with respect to services rendered or materials and equipment furnished under this Agreement, for and in consideration of the covenants and mutual undertakings of the Operator and the Non-Operating Parties herein, the Parties shall have the following security rights:

(i) Mortgage in Favor of the Operator. Each Non-Operating Party hereby grants to the Operator a mortgage, hypothecate, and pledge of and over all of its rights, titles, and interests in and to (a) the Leases, (b) the oil and gas in, on, under, and that may be produced from the lands within the Contract Area, and (c) all other immovable property susceptible of mortgage situated within the Contract Area.

This mortgage is given to secure the complete and timely performance of and payment by each Non-Operating Party of all obligations and indebtedness of every kind and nature, whether now owed by such Non-Operating Party or hereafter arising, pursuant to this Agreement. To the extent susceptible under applicable law, this mortgage and the security interests granted in favor of the Operator herein shall secure the payment of all Costs and other expenses properly charged to such Party, together with (A) interest on such indebtedness, Costs, and other expenses at the rate set forth in Exhibit "C" attached hereto (the "Accounting Procedure") or the maximum rate allowed by law, whichever is the lesser, (B) reasonable attorneys' fees, (C) court costs, and (D) other directly related collection costs. If any Non-Operating Party does not pay such Costs and other expenses or perform its obligations under this Agreement when due, the Operator shall have the additional right to notify the purchaser or purchasers of the defaulting Non-Operating Party's Hydrocarbon production and collect such Costs and other expenses out of the proceeds from the sale of the defaulting Non-Operating Party's share of Hydrocarbon production until the amount owed has been paid. The Operator shall have the right to offset the amount owed against the proceeds from the sale of such defaulting Non-Operating Party's share of Hydrocarbon production. Any purchaser of such production shall be entitled to rely on the Operator's statement concerning the amount of Costs and other expenses owed by the defaulting Non-Operating Party and payment made to the Operator by any purchaser shall be binding and conclusive as between such

purchaser and such defaulting Non-Operating Party.

The maximum amount for which the mortgage herein granted by each Non-Operating Party shall be deemed to secure the obligations and indebtedness of such Non-Operating Party to the Operator as stipulated herein is hereby fixed in an amount equal to \$25,000,000.00 (the "Limit of the Mortgage of each Non-Operating Party"). Except as provided in the previous sentence (and then only to the extent such limitations are required by law), the entire amount of obligations and indebtedness of each Non-Operating Party to the Operator is secured hereby without limitation. Notwithstanding the foregoing Limit of the Mortgage of each Non-Operating Party, the liability of each Non-Operating Party under this Agreement and the mortgage and security interest granted hereby shall be limited to (and the Operator shall not be entitled to enforce the same against such Non-Operating Party for, an amount exceeding) the actual obligations and indebtedness (including all interest charges, costs, attorneys' fees, and other charges provided for in this Agreement or in the Memorandum of Operating Agreement and Financing Statement (Louisiana), as such term is defined in Section 6.3.b.(v) hereof) outstanding and unpaid and that are attributable to or charged against the interest of such Non-Operating Party pursuant to this Agreement.

(ii) Security Interest in Favor of the Operator. To secure the complete and timely performance of and payment by each Non-Operating Party of all obligations and indebtedness of every kind and nature, whether now owed by such Non-Operating Party or hereafter arising, pursuant to this Agreement, each Non-Operating Party hereby grants to the Operator a continuing security interest in and to all of its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to (a) all oil and gas produced from the lands or offshore blocks covered by the Leases or the Contract Area or attributable to the Leases or the Contract Area when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil and gas (including, without limitation, accounts arising from gas imbalances or from the sale of oil and gas at the wellhead), (c) all cash or other proceeds from the sale of such oil and gas once produced, and (d) all Development Systems, wells, facilities, fixtures, other corporeal property, whether movable or immovable, whether now or hereafter placed on the lands or offshore blocks covered by the Leases or the Contract Area or maintained or used in connection with the ownership, use or exploitation of the Leases or the Contract Area, and other surface and sub-surface equipment of any kind or character located on or attributable to the Leases or the Contract Area and the cash or other proceeds realized from the sale, transfer, disposition or conversion thereof. The interest of the Non-Operating Parties in and to the oil and gas produced from or attributable to the Leases or the Contract Area when extracted and the accounts receivable accruing or arising as the result of the sale thereof shall be financed at the wellhead of the well or wells located on the Leases or the Contract Area. To the extent susceptible under applicable law, the security interest granted by each Non-Operating Party hereunder covers: (A) all substitutions, replacements, and accessions to the property of such Non-Operating Party described herein and is intended to cover all of the rights, titles and interests of such Non-Operating Party in all movable property now or hereafter located upon or used in connection with the Contract Area, whether corporeal or incorporeal; (B) all rights under any gas balancing agreement, farmout rights, option farmout rights, acreage and cash contributions, and conversion rights of such Non-Operating Party in connection with the Leases or the Contract Area, or the oil and gas produced from or attributable to the Leases or the Contract Area, whether now owned and existing or hereafter acquired or arising, including, without limitation, all interests of each

Non-Operating Party in any partnership, tax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the Contract Area; and (C) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of each Non-Operating Party in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases or the Contract Area, including the following:

(1) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Exhibit "A," to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the Leases or the Contract Area, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any governmental authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Leases or the Contract Area;

(2) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all presently existing and future advance payment agreements, and oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Exhibit "A," to the extent, and only to the extent, those contracts and agreements cover or include all or any portion of the Leases or the Contract Area; and

(3) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases or the Contract Area.

(iii) Mortgage in Favor of the Non-Operating Parties. Operator ("Mortgagor"), hereby grants to each Non-Operating Party a mortgage, hypothecate, and pledge of and over all of its rights, titles, and interests in and to (a) the Leases; (b) the oil and gas in, on, under, and that may be produced from the lands within the Contract Area; and (c) all other immovable property or other property susceptible of mortgage situated within the Contract Area.

This mortgage is given to secure the complete and timely performance of and payment by the Operator of all obligations and indebtedness of every kind and nature, whether now owed by the Operator or hereafter arising, pursuant to this Agreement. To the extent susceptible under applicable law, this mortgage and the security interests granted in favor of each Non-Operating Party herein shall secure the payment of all Costs and other expenses properly charged to the Operator, together with (A) interest on such indebtedness, Costs, and other expenses at the rate set forth in the Accounting Procedure or the maximum rate allowed by law, whichever is the lesser, (B) reasonable attorneys' fees, (C) court costs, and (D) other directly related collection costs. If the Operator does not pay such Costs and other expenses or perform its obligations under this Agreement when due, the Non-Operating Parties shall have the additional right to notify the purchaser or purchasers of the Mortgagor's Hydrocarbon production and collect such Costs and

other expenses out of the proceeds from the sale of the Mortgagor's share of Hydrocarbon production until the amount owed has been paid. The Non-Operating Parties shall have the right to offset the amount owed against the proceeds from the sale of the Mortgagor's share of Hydrocarbon production. Any purchaser of such production shall be entitled to rely on the Non-Operating Parties' statement concerning the amount of Costs and other expenses owed by the Operator and payment made to the Non-Operating Parties by any purchaser shall be binding and conclusive as between such purchaser and the Operator.

The maximum amount for which the mortgage herein granted by the Mortgagor shall be deemed to secure the obligations and indebtedness of the Operator to all Non-Operating Parties as stipulated herein is hereby fixed in an amount equal to \$25,000,000.00 in the aggregate (the "Limit of the Mortgage of the Operator"). Except as provided in the previous sentence (and then only to the extent such limitations are required by law), the entire amount of obligations and indebtedness of the Operator to the Non-Operating Parties is secured hereby without limitation. Notwithstanding the foregoing Limit of the Mortgage of the Mortgagor, the liability of the Mortgagor under this Agreement and the mortgage and security interest granted hereby shall be limited to (and the Non-Operating Parties shall not be entitled to enforce the same against the Mortgagor for, an amount exceeding) the actual obligations and indebtedness (including all interest charges, costs, attorneys' fees, and other charges provided for in this Agreement or in the Memorandum of Operating Agreement and Financing Statement (Louisiana), as such term is defined in Section 6.3.b.(v) hereof) outstanding and unpaid and that are attributable to or charged against the interest of the Operator pursuant to this Agreement.

(iv) Security Interest in Favor of the Non-Operating Parties. To secure the complete and timely performance of and payment by the Operator (a non Working Interest Owner) of all obligations and indebtedness of every kind and nature, whether now owed by the Operator or hereafter arising, pursuant to this Agreement, the Mortgagor hereby grants to each Non-Operating Party a continuing security interest in and to all of its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to (a) all oil and gas produced from the lands or offshore blocks covered by the Leases or included within the Contract Area or attributable to the Leases or the Contract Area when produced, (b) all accounts receivable accruing or arising as a result of the sale of such oil and gas (including, without limitation, accounts arising from gas imbalances or from the sale of oil and gas at the wellhead), (c) all cash or other proceeds from the sale of such oil and gas once produced, and (d) all Development Systems, wells, facilities, fixtures, other corporeal property whether movable or immovable, whether now or hereafter placed on the offshore blocks covered by the Leases or the Contract Area or maintained or used in connection with the ownership, use or exploitation of the Leases or the Contract Area, and other surface and sub-surface equipment of any kind or character located on or attributable to the Leases or the Contract Area and the cash or other proceeds realized from the sale, transfer, disposition or conversion thereof. The interest of the Mortgagor in and to the oil and gas produced from or attributable to the Leases when extracted and the accounts receivable accruing or arising as the result of the sale thereof shall be financed at the wellhead of the well or wells located on the Leases or the Contract Area. To the extent susceptible under applicable law, the security interest granted by the Mortgagor hereunder covers: (A) all substitutions, replacements, and accessions to the property of the Mortgagor described herein and is intended to cover all of the rights, titles and interests of the Mortgagor in all movable property now or hereafter located upon or used in connection with the Contract Area, whether corporeal or incorporeal; (B) all rights under any gas balancing agreement,

farmout rights, option farmout rights, acreage and cash contributions, and conversion rights of the Mortgagor in connection with the Leases or the Contract Area, the oil and gas produced from or attributable to the Leases or the Contract Area, whether now owned and existing or hereafter acquired or arising, including, without limitation, all interests of the Mortgagor in any partnership, tax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the Contract Area; and (C) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of the Mortgagor in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases or the Contract Area, including the following:

(1) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in Exhibit "A," to the extent, and only to the extent, that such agreements, assignments, and subleases cover or include any of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in and to all or any portion of the Leases or the Contract Area, and all units created by any such pooling, unitization, and communitization agreements and all units formed under orders, regulations, rules, or other official acts of any governmental authority having jurisdiction, to the extent and only to the extent that such units cover or include all or any portion of the Leases or the Contract Area;

(2) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all presently existing and future advance payment agreements, and oil, casinghead gas, and gas sales, exchange, and processing contracts and agreements, including, without limitation, those contracts and agreements that are described on Exhibit "A," to the extent, and only to the extent, those contracts and agreements cover or include all or any portion of the Leases or the Contract Area; and

(3) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from all existing and future permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to any of the Leases or the Contract Area.

(v) Recordation. To provide evidence of, and to further perfect the Parties' security rights created hereunder, upon request, each Party shall execute and acknowledge the Memorandum of Operating Agreement and Financing Statement (Louisiana) attached as Exhibit "I" (the "Memorandum of Operating Agreement and Financing Statement (Louisiana)") in multiple counterparts as appropriate. The Parties authorize the Operator to file the Memorandum of Operating Agreement and Financing Statement (Louisiana) in the public records set forth below to serve as notice of the existence of this Agreement as a burden on the title of the Working Interest Owners in the Leases or the Contract Area and for purposes of satisfying otherwise relevant recording and filing requirements of applicable law and to attach an original of the Memorandum of Operating Agreement and Financing Statement (Louisiana) to a standard UCC-1 for filing in the UCC records set forth below to perfect the security interests created by the Parties in this Agreement. Upon the acquisition of a leasehold interest in the Contract Area, the Parties shall, within five business days following request by one of the Parties hereto, execute and furnish to the requesting Party for recordation such a Memorandum of

Operating Agreement and Financing Statement (Louisiana) describing such leasehold interest. Such Memorandum of Operating Agreement and Financing Statement (Louisiana) shall be amended from time to time upon acquisition of additional leasehold interests in the Contract Area, and the Parties shall, within five business days following request by one of the Parties hereto, execute and furnish to the requesting Party for recordation any such amendment.

The Memorandum of Operating Agreement and Financing Statement (Louisiana) is to be filed or recorded, as the case may be, in (a) the conveyance records of the parish or parishes adjacent to the lands or offshore blocks covered by the Leases or contained within the Contract Area pursuant to La. R.S. 31:216 et seq., (b) the mortgage records of such parish or parishes, and (c) the appropriate Uniform Commercial Code records.

b. Unpaid Charges. In addition to any other remedy afforded by law, each Party shall have, and is hereby given and vested with, the power and authority to foreclose the lien, mortgage, pledge, and security interest established hereby in its favor in the manner provided by law, to exercise the Power of Sale provided for herein, if applicable, and to exercise all rights of a secured party under the Uniform Commercial Code as adopted by the state in which the Contract Area is located or such other states as such Party may deem appropriate. The Operator shall keep an accurate account of amounts owed by the nonperforming Party (plus interest and collection costs) and any amounts collected with respect to amounts owed by the nonperforming Party. In the event there become three or more Working Interest Owners in a Lease, then if any nonperforming Party's share of Costs remains delinquent for a period of sixty (60) days, each other Participating Party shall, upon the Operator's request, pay the unpaid amount of Costs in the proportion that its Working Interest bears to the total non-defaulting Working Interests. Each Participating Party paying its share of the unpaid amounts of a nonperforming Party shall be subrogated to the Operator's mortgage and security rights to the extent of the payment made by such Participating Party.

c. Carved-out Interests. Any agreements creating any overriding royalty, production payment, net proceeds interest, net profits interest, carried interest or any other interest carved out of a Working Interest in the Leases or the Contract Area shall specifically make such interests inferior to the rights of the Parties to this Agreement. If any Party whose Working Interest is so encumbered does not pay its share of Costs and other expenses authorized under this Agreement, and the proceeds from the sale of its Hydrocarbon production pursuant to this Section are insufficient to pay such Costs and expenses, the security rights provided for in this Section may be applied against the carved-out interests with which the defaulting or 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.

6.0 Upon expiration of the Operating Agreement and the satisfaction of all debts thereunder, within thirty (30) days after receiving a written request from any Party, the Operator shall file of record with respect to the Operating Agreement and this Memorandum a release and termination on behalf of all Parties. Absent such request, Operator shall not be required to file such release or termination if the security rights hereunder have lapsed or will lapse, by operation of law, as a consequence of a continuation statement and/or reinscription notice not being filed. If such release and termination is filed, all benefits and obligations under this Memorandum shall terminate as to all Parties with respect to the expiring Operating Agreement. Operator or any other Party shall have the right to file a

continuation statement and/or reinscription notice on behalf of all Parties.

- 7.0 It is understood and agreed by the Parties hereto that if any part, term, or provision of this Memorandum is by the courts or an arbitrator held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Memorandum did not contain the particular part, term or provision held to be invalid.
- 8.0 This Memorandum shall be binding upon and shall insure to the benefit of the Parties hereto and to their respective legal representatives, successors, and permitted assigns. The failure of one or more persons owning an interest in the Lands and Lease(s) to execute this Memorandum shall not in any manner affect the validity of the Memorandum as to those persons who have executed this Memorandum.
- 9.0 A person or entity having a working interest in the Lands and Lease(s) may ratify this Memorandum by execution and delivery of an instrument of ratification, adopting and entering into this Memorandum, and such ratification shall have the same effect as if the ratifying person or entity had executed this Memorandum or a counterpart thereof. By execution or ratification of this Memorandum, such Party hereby consents to its ratification and adoption by any person or entity who may have or may acquire any interest in the Leases.
- 10.0 This Memorandum may be executed or ratified in one or more counterparts and all of the executed or ratified counterparts shall together constitute one instrument. For purposes of recording, only one copy of this Memorandum with individual signature pages attached thereto needs to be filed of record. Each Party authorizes the filing by any other Party of an original, a certified copy, and/or any photocopy of this Memorandum as a financing statement under the Uniform Commercial Code.
- 11.0 The provisions of this Memorandum shall govern in the event of any conflict with the Operating Agreement.
- 12.0 To the extent this transaction is governed by Louisiana law, this instrument, when filed for registry, is intended to function as both a filed agreement under Louisiana Revised Statutes §31:216 and a declaration under Louisiana Revised Statutes §31:217, and/or successor statutes, and to create a conventional mortgage.

[Signature Pages to Follow]

Operator:

WITNESSES:

BOE EXPLORATION & PRODUCTION LLC

Scott Chalkley
Paula Vera

By: Jay Register
 Jay Register
 Vice President Land & Business Development and
 Secretary
 Date: 5/20/21

Address: 333 Clay Street, Suite 4200
 Houston, Texas 77002

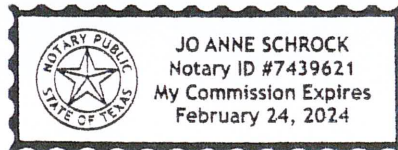
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 20 day of May, 2021, before me, appeared Jay Register to me personally known, who, being by me duly sworn, did say that he is the VP, Land & Bus Development of BOE Exploration & Production LLC, a Delaware limited liability company, and that the foregoing instrument was signed on behalf of that limited liability company and that he acknowledged the instrument to be the free act and deed of that limited liability company.

Jo Anne Schrock
 NOTARY PUBLIC



Non-Operators:

WITNESSES:

[Signature]
Scott Chalaby

[Signature]
Paula Vera

BEACON OFFSHORE ENERGY EXPLORATION
LLC

By: [Signature]
Jay Register
Vice President Land & Business Development and
Secretary
Date: 5/20/21

Address: 333 Clay Street, Suite 4200
Houston, Texas 77002

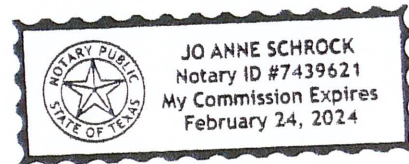
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 20 day of May, 2021, before me, appeared Jay Register
to me personally known, who, being by me duly sworn, did say that he is the VP, Land & Bus. Development
of Beacon Offshore Energy Exploration a Delaware limited liability company, and
that the foregoing instrument was signed on behalf of that limited liability company and that he
acknowledged the instrument to be the free act and deed of that limited liability company.

[Signature]
NOTARY PUBLIC



WITNESSES:

RED WILLOW OFFSHORE, LLC

Richard L. Smith
 RICHARD L. SMITH

Tim Alward
 TIM ALWARD

By: Richard L. Smith
 Name: Richard L. Smith
 Title: Executive Vice President
 Date: 5/19/2021

Address: 1415 Louisiana Street, Suite 4000
 Houston, Texas 77002

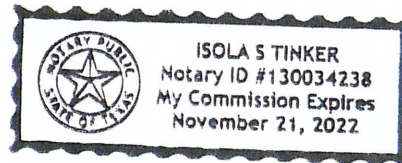
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 19th day of May, before me, appeared Richard L. Smith to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Red Willow Offshore, LLC a Colorado limited liability company, and that the foregoing instrument was signed on behalf of that limited liability company and that he acknowledged the instrument to be the free act and deed of that limited liability company.

Isola S Tinker
 NOTARY PUBLIC

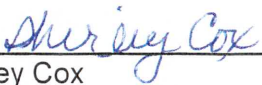


WITNESSES:

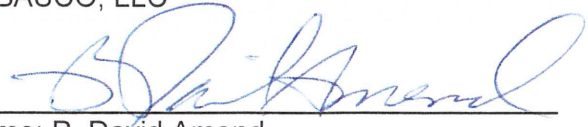
HOUSTON ENERGY DEEPWATER PARTNERS
TABASCO, LLC



Heath Suire



Shirley Cox

By: 

Name: P. David Amend

Title: Sr. Executive Vice President

Date: May 10, 2021



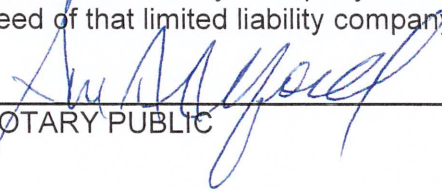
Address: 1200 Smith, Suite 2400
Houston, Texas 77002

ACKNOWLEDGMENT

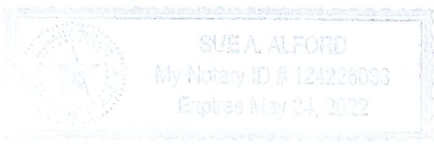
STATE OF TEXAS

COUNTY OF HARRIS

On this 10th day of May, before me, appeared P. David Amend to me personally known, who, being by me duly sworn, did say that he is the Sr. Executive Vice President of Houston Energy Deepwater Partners Tabasco, LLC, a Delaware limited liability company, and that the foregoing instrument was signed on behalf of that limited liability company and that he acknowledged the instrument to be the free act and deed of that limited liability company.



NOTARY PUBLIC



WITNESSES:

HEDV TABASCO, LLC

Shirley Cox
Shirley Cox

Martha Ann Moore
Martha Ann Moore

By: Heath Suire
Name: Heath Suire
Title : Offshore Land Manager 
Date: May 10, 2021

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

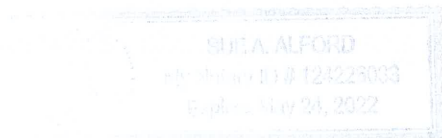
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 10th day of May, before me, appeared Heath Suire to me personally known, who, being by me duly sworn, did say that he is the Offshore Land Manager of HEDV Tabasco, LLC, a Texas limited liability company, and that the foregoing instrument was signed on behalf of that limited liability company and that he acknowledged the instrument to be the free act and deed of that limited liability company.

Ann Alford
NOTARY PUBLIC



WITNESSES:

Tammy Willis
Tammy Willis
Cristea Balcar
Cristea Balcar

CL&F OFFSHORE LLC

By: R. Paul Loveless
Name: R. Paul Loveless
Title: President & CEO
Date: May 18, 2021

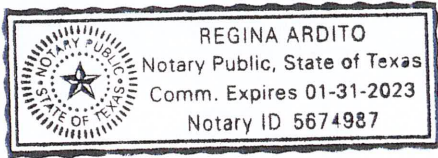
Address: 4 Greenspoint Place
16945 Northchase Drive, Suite 1500
Houston, Texas 77060-2153

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 18th day of May, before me, appeared R. Paul Loveless to me personally known, who, being by me duly sworn, did say that he is the President + CEO of CL&F Offshore LLC, a Delaware limited liability company, and that the foregoing instrument was signed on behalf of that limited liability company and that he acknowledged the instrument to be the free act and deed of that limited liability company.



Regina Ardito
NOTARY PUBLIC

WITNESSES:

Cuca Hobson
 Cuca Hobson

Gregg Martinez
 Gregg Martinez

CSL EXPLORATION, LP,
 a Texas limited partnership
 By: Cathexis Subsidiaries GP, LLC, a Texas
 limited liability company, its general partner.

By: Marshall T. White
 Name: Marshall T. White
 Title: Vice President
 Date: May 11, 2021

Address: 1000 Louisiana Street, Suite 7000
 Houston, Texas 77002

ACKNOWLEDGMENT

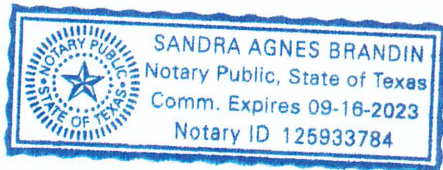
STATE OF TEXAS

COUNTY OF HARRIS

On this 11th day of May, before me, appeared Marshall T. White to me personally known, who, being by me duly sworn, did say that he is the Vice President of Cathexis Subsidiaries GP, LLC, a Texas limited liability company, its general partner of CSL Exploration, LP, a Texas limited partnership, and that the foregoing instrument was signed on behalf of that limited partnership and that he acknowledged the instrument to be the free act and deed of that limited partnership.

Sandra Agnes Brandin

NOTARY PUBLIC



WITNESSES:

Leah Bramlett
Leah Bramlett
Annette Tafallo
Annette Tafallo

RIDGEWOOD TABASCO, LLC

By: [Signature]
Name: W. Greg Tabor
Title: Executive Vice President
Date: May 12, 2021

Address: 14 Philips Parkway
Montvale, New Jersey 07645

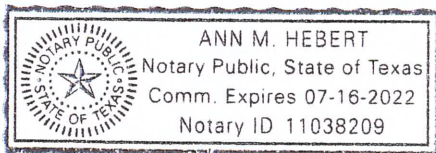
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 12 day of May, 2021, before me, appeared W. Greg Tabor to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Ridgewood Tabasco, LLC, a Delaware limited liability company, and that the foregoing instrument was signed on behalf of that limited liability company and that he acknowledged the instrument to be the free act and deed of that limited liability company.

[Signature]
NOTARY PUBLIC



ATTACHMENT "1"

ATTACHED TO AND MADE A PART OF THAT CERTAIN MEMORANDUM OF OPERATING AGREEMENT AND FINANCING STATEMENT EFFECTIVE AUGUST 1, 2019, BETWEEN BOE EXPLORATION & PRODUCTION LLC, AS OPERATOR, BEACON OFFSHORE ENERGY EXPLORATION LLC, RED WILLOW OFFSHORE, LLC, HOUSTON ENERGY DEEPWATER PARTNERS TABASCO, LLC, HEDV TABASCO, LLC, CL&F OFFSHORE LLC, CSL EXPLORATION, LP, AND RIDGEWOOD TABASCO, LLC, AS NON-OPERATORS.

A. OPERATOR: BOE Exploration & Production LLC

B. CONTRACT AREA

DESCRIPTION OF LEASE(S):

Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act by and between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC, CL&F Offshore, LLC, and Beacon Offshore Energy Exploration LLC, as Assignees, bearing serial number OCS-G 36624 containing 5,760 acres and described as All of Block 35, Green Canyon, OCS Official Protraction Diagram, NG 15-03.

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

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

Beacon Offshore Energy Exploration LLC	26.55%
BOE Exploration & Production LLC	00.45%
Red Willow Offshore, LLC	04.50%
Houston Energy Deepwater Partners Tabasco, LLC	04.50%
HEDV Tabasco, LLC	10.00%
CL&F Offshore LLC	13.50%
CSL Exploration, LP	13.50%
Ridgewood Tabasco, LLC	<u>27.00%</u>
	100.00%

D. Agreements

That certain Joint Bidding Agreement dated March 11, 2019 by and between Houston Energy, L.P., Beacon Offshore Energy Exploration LLC, Red Willow Offshore, LLC, and CL&F Offshore LLC.

Purchase and Sale of Interests in OCS Leases Letter Agreement dated April 1, 2020 by and between Beacon Offshore Energy Exploration LLC and CSL Exploration, LP covering Green Canyon Block 35 among other areas.

Participation Agreement dated June 1, 2020 by and between Houston Energy, L.P., Red Willow Offshore, LLC, Beacon Offshore Energy Exploration LLC, and Ridgewood Institutional III Prospective Leases, LLC covering Green Canyon Block 35.

E. Permitted Encumbrances (“Lease Burdens”):

Burdening all parties to this agreement:

1% ORRI, proportionately reduced, to TGS-NOPEC Geophysical Company, L.P.

3% ORRI and 10% Carried Working Interest, proportionately reduced, to Houston Energy, L.P., or its designee (Note: Working interests already reflect the Carried Working Interest assignments)

F. Notification Addresses and Company Representatives

Operator:

BOE Exploration & Production LLC
333 Clay St., Suite 4200
Houston, Texas 77002
Attention: Jay Register
Phone: (346) 867-0524
Fax: (281) 476-7767

Non-Operators:

Beacon Offshore Energy Exploration LLC
333 Clay St, Suite 4200
Houston, Texas 77002
Attention: Jay Register
Phone: (346) 867-0524
Fax: (281) 476-7767

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

Houston Energy Deepwater Partners
Tabasco, LLC
1200 Smith, Suite 2400
Houston, Texas 77002
Attention: P. David Amend
Phone: (713) 650-8008
Fax: (713) 650-8305

CL&F Offshore LLC
4 Greenspoint Place
16945 Northchase Drive, Suite 1500
Houston, Texas 77060-2153
Attention: Tammy Willis
Phone: (281) 873-3021
Fax: (281) 872-4398

CSL Exploration, LP
1000 Louisiana St, Suite 7000
Houston, Texas 77002
Attention: Christopher Modica
Phone: (713) 400-8182
Fax: (713) 400-3365

Ridgewood Tabasco, LLC
1254 Enclave Pkwy, Suite 600
Houston, Texas 77077
Attention: Greg Tabor
Phone: (281) 293-8449
Fax: (281) 293-7705

HEDV Tabasco, LLC
1200 Smith, Suite 2400
Houston, Texas 77002
Attention: P. David Amend
Phone: (713) 650-8008
Fax: (713) 650-8305



RECEIVED
ADJUDICATION SECTION
SEP 21 2021

Submitted by Federal Express

August 11, 2021

Lafourche Parish Clerk of Court
303 West 3rd Street
Thibodaux, LA 70301
Attn: Recording Department

RE: Memorandum of Operating Agreement and Financing Statement
Green Canyon 35, OCS-G 36624 (Tabasco Prospect)

Dear Recording Department,

Enclosed please find one (1) original and (1) copy of a Memorandum of Operating Agreement and Financing Statement's covering Green Canyon Block 35, OCS-G 36624 (the "Memorandum"), executed by BOE Exploration & Production LLC, as Operator, and Beacon Offshore Energy Exploration LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Partners Tabasco LLC and HEDV Tabasco, LLC, CL&F Offshore LLC, CSL Exploration, LP, and Ridgewood Tabasco, LLC, as Non-Operators.

We request that the Memorandum be filed in the Conveyance Records of Lafourche Parish and that each party to the Memorandum be indexed as both a vendor and as a vendee.

Additionally, we request that the Memorandum be filed in the Mortgage Records of Lafourche Parish and that each party to the Memorandum be indexed at both a mortgagor and as a mortgagee.

A check for the required filing fees is included with this submittal.

Please return one (1) certified copy of the recorded instrument to me in the pre-paid federal express envelope enclosed.

Thank you for your assistance and please do not hesitate to contact Paula Vera at (346) 867-0537 or pvera@beaconoffshore.com if you have any questions regarding this submittal.

Sincerely,

BOE Exploration & Production LLC

Paula Vera

Paula Vera
Sr. Commercial Land Analyst

Enclosures

BOE Exploration & Production LLC
Houston, Texas 77002

VENDOR
20156

CHECK DATE
07.16.2021

CHECK NO. 197

INVOICE NUMBER	INVOICE DATE		DISCOUNT TAKEN	AMOUNT PAID
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20156070721 07/09/2021

Filing fees to file the Tabasco Prospect (Green Canyon Block 35) Memorandum of Operating Agreement and Financing Statement in the official Conveyance, Mortgage And UCC records.

\$545.00

THE FACE OF THIS DOCUMENT HAS A VOID FEATURE. MICRO PRINTING AND AN ARTIFICIAL WATERMARK ON THE BACK.



BOE Exploration & Production LLC

3 Allen Center
333 Clay St., Suite 4200
Houston, Texas 77002

AMEGYBANK
P.O. Box 27459
Houston, TX 77227-7459
35-1125/1130

CHECK NO.

0197/1275

VOID AFTER 120 DAYS

Pay

*****545 Dollars and 00 Cents*****

DATE	AMOUNT
07/16/2021	\$545.00

TO THE
ORDER OF:

Lafourche Parish Clerk of Court
303 West 3rd Street
Thibodaux, LA 70301

AUTHORIZED SIGNATURE

⑈001275⑈ ⑆113011258⑆ ⑈444413342⑈

Lafourche Parish
Annette M. Fontana CLERK OF COURT

PO BOX 818
303 W 3rd St
THIBODAUX, LA 70302
Phone Number : (985) 447-4841

Official Receipt : 2021-00012872

Printed On : 08/13/2021 at 10:24:44 AM

By : LINDSEY BENOIT on LINDSEY-LAPTOP

BOE EXPLORATION & PRODUCTION LLC
3 ALLEN CENTER
333 CLAY ST., SUITE 4200
HOUSTON, TX 77002

Date of Invoice : August 13, 2021

Instrument ID	Recorded Time	Amount
Index Type : CONVEYANCE Kind : MEMORANDUM	10:07:11 AM	\$205.00

File Number : 1321549

Book : 2206 Page : 9

Transaction : Recording - Conveyance
BOE EXPLORATION & PRODUCTION LLC
To : BEACON OFFSHORE ENERGY EXPLORATION LLC

Accounts	Amount
Fees For Recording Legal	\$200.00
Certified Copy	\$0.00
Photo Copy	\$0.00
Louisiana Clerk'S Index Portal	\$5.00
Stamp Copy	\$0.00

Instrument ID	Recorded Time	Amount
Index Type : MORTGAGE Kind : MEMORANDUM	10:07:11 AM	\$200.00

File Number : 1321549

Book : 2163 Page : 544

Transaction : Recording - Mortgage No Portal Fee
BOE EXPLORATION & PRODUCTION LLC
To : BEACON OFFSHORE ENERGY EXPLORATION LLC

Accounts	Amount
Fees For Recording Legal	\$200.00
Certified Copy	\$0.00
Photo Copy	\$0.00
Stamp Copy	\$0.00

Instrument ID	Recorded Time	Amount
Index Type : UCC Kind : FINANCING STATEMENT FIXTURE	10:19:24 AM	\$100.00

File Number : 1321550

Book : Page :

Transaction : Ucc 1
BEACON OFFSHORE ENERGY EXPLORATION LLC
To : BOE EXPLORATION & PRODUCTION LLC

Accounts	Amount
Certified Copy	\$0.00
Ucc (For Secretary Of State)	\$65.00
Termination Fee	\$35.00

Lafourche Parish
Annette M. Fontana CLERK OF COURT

PO BOX 818
303 W 3rd St
THIBODAUX, LA 70302
Phone Number : (985) 447-4841

Official Receipt : 2021-00012872

Printed On : 08/13/2021 at 10:24:44 AM

By : LINDSEY BENOIT on LINDSEY-LAPTOP

BOE EXPLORATION & PRODUCTION LLC
3 ALLEN CENTER
333 CLAY ST., SUITE 4200
HOUSTON, TX 77002

Date of Invoice : August 13, 2021

Instrument ID	Recorded Time	Amount
Index Type : UCC Kind : FINANCING STATEMENT FIXTURE	10:23:21 AM	\$40.00

File Number : 1321551

Book : Page :

Transaction : Ucc 1
BOE EXPLORATION & PRODUCTION LLC
To : BEACON OFFSHORE ENERGY EXPLORATION LLC

Accounts	Amount
Certified Copy	\$0.00
Ucc (For Secretary Of State)	\$35.00
Termination Fee	\$5.00

Itemized Check Listing

Check Number : 197	\$545.00
--------------------	----------

Total Due :	\$545.00
Paid by Check :	\$545.00
Change Tendered :	\$0.00