



equinor

September 2, 2021

**VIA Electronic Mail**

Attn: U.S. Department of the Interior  
Bureau of Ocean Energy Management  
Gulf of Mexico OCS Region  
1201 Elmwood Park Boulevard  
New Orleans, LA 70123-2394  
Attn: Adjudication Section

Re: Non-Required Filing – Category 3  
UCC Filings and Financial Statements  
Coronado Prospect  
Leases OCS-G 35722, OCS-G 35723, OCS-G 35725,  
OCS-G 36081

Dear Adjudication Section:

Enclosed please find the following item that we ask you to file in the Non-Required File pertaining to ***all of the following lease Numbers:***

OCS-G 35722	OCS-G 35723	OCS-G 35725
OCS-G 36081		

1. **Memorandum of Operating Agreement and Financing Statement (Coronado)** by and between **Equinor Gulf of Mexico LLC (#02748) and Talos Energy Offshore LLC (#03247)** effective November 27, 2019. **Please file in Category 3- UCC Filings and Financial Statements**

Enclosed is the Pay.Gov receipt, in the total amount of \$116.00, for payment of the filing fee.

If you should have any questions, please do not hesitate to call me at (713) 882-8512 or email me at [andiv@equinor.com](mailto:andiv@equinor.com).

Sincerely,

*Andrew Ivie*

Andrew Ivie  
Sr. Land Analyst

**MEMORANDUM OF OPERATING AGREEMENT  
AND FINANCING STATEMENT**

**(LOUISIANA)**

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

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

PERSONALLY, CAME AND APPEARED:

**Equinor Gulf of Mexico LLC**, herein represented by its undersigned duly authorized, representative whose permanent mailing address is as shown on Attachment "1" hereto;

**Talos Energy Offshore LLC**, herein represented by its undersigned duly authorized, representative whose permanent mailing address is as shown on Attachment "1" hereto;

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

- 1.0 This Memorandum of Operating Agreement and Financing Statement (Louisiana) (this "Memorandum") is effective as of November 27, 2019, and is executed by the undersigned duly authorized representative of **Equinor Gulf of Mexico LLC** (the "Operator"), a Delaware limited liability company, whose address is 2107 CityWest Blvd, Suite 100, Houston, Texas 77042, and by the undersigned duly authorized representative of **Talos Energy Offshore LLC**, a Delaware limited liability company, whose address is 333 Clay Street, Suite 3300, Houston, Texas 77002 (the "Non-Operating Party").
- 2.0 The Operator and the Non-Operating Party are parties to that certain **Coronado Joint Operating Agreement** dated effective the 1st day of July, 2017, as amended (the "Operating Agreement") which Operating Agreement provides for the development and production of crude oil, natural gas and associated substances from the OCS block(s), or portions thereof, described in Exhibit "A" of the Operating Agreement and in Attachment "1" to this Memorandum, or the area covered by the Leases or portions of the Leases (hereinafter called the "Contract Area") and which designates Equinor Gulf of Mexico LLC, as the Operator, to conduct such operations for itself and the Non-Operating Party. The OCS federal oil and gas leases (or portions thereof) described in Exhibit "A" of the Operating Agreement and in Attachment "1" to this Memorandum are hereinafter called the "Leases." 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.
- 3.0 Among other provisions, the Operating Agreement (a) provides for certain liens, mortgages, pledges, and security interests to secure payment by the Parties of their respective share of costs and performance of other obligations under the Operating Agreement, (b) contains an Accounting Procedure, which establishes, among other things, interest to be charged on indebtedness, certain costs, and other expenses under the Operating Agreement at the rate set forth therein, (c) includes non-consent clauses which establish that parties who elect not to participate in certain operations shall (i) be deemed to have relinquished their interest in production until the carrying consenting parties recover their costs of such operations plus a specified amount or (ii) forfeit their interest in the Leases or portions thereof involved in such

operations, (d) grants each party to the Operating Agreement the right to take in kind its proportionate share of all oil and gas produced from the Contract Area, (e) includes a volumetric Gas Balancing Agreement which is attached as Exhibit "D" to the Operating Agreement, and (f) any conveyance, assignment, transfer, farmout, exchange, or other disposition of any interest in the Leases, the Operating Agreement, or any property located in the Contract Area is subject to a preferential right and first right of refusal as provided in Section 24.2 of the Operating Agreement.

- 4.0** The Operator hereby certifies that a true and correct copy of the Operating Agreement is on file and is available for inspection by third parties at reasonable times at the offices of the Operator at the address set forth in this Memorandum.

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.

- 5.0** In addition to any other security rights and remedies provided for by law with respect to services rendered or materials and equipment furnished under the Operating Agreement, for and in consideration of the covenants and mutual undertakings of the Operator and the Non-Operating Party set forth in the Operating Agreement, the Operator and the Non-Operating Party hereby agree as follows:

- 5.1** Each Non-Operating Party hereby grants to the Operator a mortgage, hypothecation, and pledge of and over all of its rights, titles, and interests in and to (a) the Leases, (b) the oil, gas, and associated liquid and gaseous by-products (except helium) 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.
- 5.2** 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, gas, and associated liquid and gaseous by-products (except helium) 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 liquid and gaseous by-products (except helium) (including, without limitation, accounts arising from gas imbalances or from the sale of oil, gas, and associated liquid and gaseous by-products (except helium) at the wellhead), (c) all cash or other proceeds from the sale of such oil, gas, and associated liquid and gaseous by-products (except helium) 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 now or hereafter located on or attributable to the Leases or the Contract Area, and the cash or other proceeds realized from any sale, transfer, disposition or conversion thereof. The interest of the Non-Operating Party in and to the oil, gas, and associated liquid and gaseous by-products (except helium) 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 (i) 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, (ii) 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, gas, and associated liquid and gaseous by-products (except helium) 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 Leases or Contract Area; and (iii) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of such 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 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.

**5.3** To the extent susceptible under applicable law, the mortgage, pledge and the security interest granted by each Non-Operating Party in the Operating Agreement and this Memorandum shall secure (a) the complete and timely performance of and payment by such Non-Operating Party to the Operator of all of its obligations and indebtedness of every kind and nature, whether now owed by such Non-Operating Party or hereafter arising, pursuant to the Operating Agreement and this Memorandum, and (b) the payment of all expenses incurred by the Operator and the Participating Parties for (or on account of) any and all operations conducted pursuant to the Operating Agreement ("Costs") and other expenses properly charged to such Non-Operating Party together with (1) 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, (2) reasonable attorneys' fees, (3) court costs, and (4) other directly related collection costs.

**5.4** 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 Chapter 9 of the Louisiana Commercial Laws, La. R.S. 10:9-101 et seq. (the "Uniform Commercial Code," as adopted in the State of Louisiana) and, as such, for the purposes of the security interest in favor of the Operator, may be filed for record in the office of the Clerk of Court of any parish in the State of Louisiana, with the Operator being the secured party and the Non-Operating Party being the debtors with respect to such filing.

- 5.5** The maximum amount, for which the mortgage herein, granted by each Non-Operating Party, shall be deemed to secure the obligations and indebtedness of such Non-Operating Party to the Operator, as stipulated herein, is hereby fixed in an amount equal to \$250,000,000.00 (the "Limit of the Mortgage of each Non-Operating Party"). Except as provided in the previous sentence (and then only to the extent such limitations are required by law), the entire amount of obligations and indebtedness of each Non-Operating Party to the Operator is secured hereby without limitation. Notwithstanding the foregoing Limit of the Mortgage of each Non-Operating Party, the liability of each Non-Operating Party under this Memorandum, and the mortgage, pledge 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 Memorandum or in the Operating Agreement) outstanding and unpaid and that are attributable to or charged against the interest of such Non-Operating Party pursuant to the Operating Agreement.
- 5.6** To secure the obligations and liabilities of the Operator to the Non-Operating Party, as stipulated herein and in the Operating Agreement, Operator hereby grants to each Non-Operating Party a mortgage, hypothecation, and pledge of and over all of its rights, titles, and interests in and to (a) the Leases, (b) the oil, gas, and associated liquid and gaseous by-products (except helium) 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.
- 5.7** To secure the obligations and liabilities of Operator to the Non-Operating Party as provided in the Operating Agreement, Operator hereby grants to each Non-Operating Party a continuing security interest in and to all of its rights, titles, interests, claims, general intangibles, proceeds, and products thereof, whether now existing or hereafter acquired, in and to (a) all oil, gas, and associated liquid and gaseous by-products (except helium) produced from the lands or offshore block(s) 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 liquid and gaseous by-products (except helium) (including, without limitation, accounts arising from gas imbalances or from the sale of oil, gas, and associated liquid and gaseous by-products (except helium) at the wellhead), (c) all cash or other proceeds from the sale of such oil, gas, and associated liquid and gaseous by-products (except helium) 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 now or hereafter located on or attributable to the Leases or the Contract Area and the cash or other proceeds realized from any sale, transfer, disposition or conversion thereof. The interest of the Operator in and to the oil, gas, and associated liquid and gaseous by-products (except helium) 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 the Operator hereunder covers (i) all substitutions, replacements, and accessions to the property of the Operator described herein and is intended to cover all of the

rights, titles and interests of the Operator in all movable property now or hereafter located upon or used in connection with the Contract Area, whether corporeal or incorporeal, (ii) all rights under any gas balancing agreement, farmout rights, option farmout rights, acreage and cash contributions, and conversion rights of the Operator in connection with the Leases or the Contract Area, or the oil, gas, and associated liquid and gaseous by-products (except helium) 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 (iii) all rights, claims, general intangibles, and proceeds, whether now existing or hereafter acquired, of the Operator in and to the contracts, agreements, permits, licenses, rights-of-way, and similar rights and privileges that relate to or are appurtenant to the Leases or the Contract Area, including the following:

- (1) all of its rights, titles, and interests, whether now owned and existing or hereafter acquired or arising, in, to, and under or derived from any present or future operating, farmout, bidding, pooling, unitization, and communitization agreements, assignments, and subleases, whether or not described in 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.

**5.8** To the extent susceptible under applicable law, the mortgage and the security interest granted by the Operator in the Operating Agreement and this Memorandum shall secure (a) the complete and timely performance of and payment by the Operator to the Non-Operating Party of all of its obligations and indebtedness of every kind and nature, whether now owed or hereafter arising, pursuant to the Operating Agreement and this Memorandum, and (b) the payment of all Costs and other expenses properly charged to the Operator, together with (1) 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, (2) reasonable attorneys' fees, (3) court costs, and (4) other directly related collection costs.

**5.9** For the purposes of the security interest in favor of each Non-Operating Party, this Memorandum (including a carbon, photographic, or other reproduction thereof and hereof) may be filed as a

non-standard form of financing statement, pursuant to the Uniform Commercial Code, in the office of the Clerk of Court of any parish in the State of Louisiana, with the Non-Operating Party being the secured parties and the Operator being the debtor with respect to such filing.

- 5.10** The maximum amount, for which the mortgage herein granted by the Operator shall be deemed to secure the obligations and indebtedness of the Operator to the Non-Operating Party, as stipulated herein, is hereby fixed in an amount equal to \$250,000,000.00 in the aggregate (the "Limit of the Mortgage of the Operator"), irrespective of the total number of Non-Operating Parties to the Operating Agreement at any time. 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 Party is secured hereby without limitation. Notwithstanding the foregoing Limit of the Mortgage of the Operator, the liability of the Operator under this Memorandum and the mortgage, pledge and security interest granted hereby shall be limited to (and the Non-Operating Party shall not be entitled to enforce the same against Operator for, an amount exceeding) the actual obligations and indebtedness (including all interest charges, costs, attorneys' fees, and other charges provided for in this Memorandum or in the Operating Agreement) outstanding and unpaid and that are attributable to or charged against the interest of the Operator pursuant to the Operating Agreement.
- 6.0** To serve as notice of the existence of the Operating Agreement, as a burden on the title of the Operator and the Non-Operating Party to their interests, in and to the Leases and the Contract Area and for purposes of satisfying otherwise relevant recording and filing requirements of applicable law, this Memorandum is to be filed or recorded, as the case may be, in (a) the conveyance records of the parish or parishes in which the offshore block(s) covered by the Leases or included within the Contract Area are located or adjacent 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. All parties to the Operating Agreement are identified on Attachment "1" hereto.
- 7.0** If performance of any obligation under the Operating Agreement or payment of any indebtedness created thereunder does not occur or is not made when due under the Operating Agreement or upon default of any covenant or condition of the Operating Agreement, in addition to any other remedy afforded by law, each party to the Operating Agreement and any successor to such party by assignment, operation of law, or otherwise, shall have, and is hereby given and vested with, the power and authority to foreclose the mortgage, pledge, and security interest established in its favor herein and in the Operating Agreement in the manner provided by law and to exercise all rights of a secured party under the Uniform Commercial Code. If any Non-Operating Party does not pay its indebtedness or perform its obligations under the Operating Agreement when due, the Operator shall have the additional right to notify the purchaser or purchasers of such Non-Operating Party's production and collect such indebtedness out of the proceeds from the sale of such Non-Operating Party's share of production until the amount owed has been paid. The Operator shall have the right to offset the amount owed against the proceeds from the sale of such Non-Operating Party's share of production. Any purchaser of such production shall be entitled to rely on the Operator's statement concerning the amount of indebtedness owed by such Non-Operating Party and payment made to the Operator by any purchaser shall be binding and conclusive as between such purchaser and such Non-Operating Party.
- 7.1** For purposes of executory process, each Non-Operating Party acknowledges the obligations and indebtedness of such Non-Operating Party to the Operator, as set forth in paragraph 5.3 hereof, confesses judgment in favor of Operator for the full amount of the obligations and indebtedness of such Non-Operating Party to the Operator, as set forth in paragraph 5.3 hereof, and agrees to enforcement by executory process. Each Non-Operating Party waives (a) the

benefit of appraisal provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure and (b) the demand and three (3) days delay provided by Article 2721 of the Louisiana Code of Civil Procedure. The rights and remedies of the Operator hereunder are in addition to any rights and remedies of the Operator under applicable law.

- 7.2** For purposes of executory process, the Operator acknowledges the obligations and indebtedness of the Operator to the Non-Operating Party, as set forth in paragraph 5.8 hereof, confesses judgment in favor of the Non-Operating Party for the full amount of the obligations and indebtedness of the Operator to the Non-Operating Party, as set forth in paragraph 5.8 hereof, and agrees to enforcement by executory process. The Operator waives (a) the benefit of appraisal provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure and (b) the demand and three (3) days delay provided by Article 2721 of the Louisiana Code of Civil Procedure. The rights and remedies of the Non-Operating Party hereunder are in addition to any rights and remedies of the Non-Operating Party under applicable law.
- 8.0** Upon expiration of the Operating Agreement and the satisfaction of all obligations and indebtedness arising thereunder, the Operator, on behalf of all parties to the Operating Agreement, shall file of record an appropriate release and termination of all security and other rights created under the Operating Agreement and this Memorandum executed by all parties to the Operating Agreement. Upon the filing of such release and termination instrument, all benefits and obligations under this Memorandum shall terminate as to all parties who have executed or ratified this Memorandum. In addition, at any time prior to the filing of such release and termination instrument, each of the Operator and the Non-Operating Party shall have the right to (i) file a continuation statement pursuant to the Uniform Commercial Code with respect to this Memorandum or any financing statement filed in their favor under the terms of this Memorandum and (ii) re-inscribe this act in the appropriate mortgage records.
- 9.0** It is understood and agreed by the parties hereto that if any part or provision of this Memorandum is held to be illegal or invalid, the validity and legality 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.
- 10.0** This Memorandum shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. The failure of one or more persons owning an interest in the Contract Area to execute this Memorandum shall not in any manner affect the validity of the Memorandum as to those persons who execute this Memorandum.
- 11.0** 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.
- 12.0** 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 in each of the records described in Paragraph 6 above, duplicate copies of this Memorandum with individual signature pages attached thereto may be filed. The respective addresses of the Operator and the Non-Operating Party, at which information with respect to the security interests created in the Operating Agreement may be obtained, are set forth in Paragraph 1.0 of this Memorandum.

- 13.0** The Operator and the Non-Operating Party hereby agree to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, any instrument or take any action necessary or appropriate to effectuate the terms of the Operating Agreement or any Exhibit, instrument, certificate or other document pursuant thereto.
- 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.

This Memorandum reflects the current ownership of Equinor Gulf of Mexico LLC and Talos Energy Offshore LLC in and to the aforementioned Contract Area, effective November 27, 2019, and as such, this Memorandum supersedes and replaces any prior Memorandum(s) of Operating Agreement and Financing Statement that may have been filed of record covering the Coronado Joint Operating Agreement, as of such effective date.

Executed and entered into by each of the Parties through and by the undersigned duly authorized representatives as of the date of their respective signatures below, but made effective as of November 27, 2019.

Equinor Gulf of Mexico LLC

By: Bill Moore  
Bill Moore  
Its: Land Manager  
Date: 2-19-20

Talos Energy Offshore LLC

By: John Ashland Shepherd D+L JS  
John Ashland Shepherd  
Its: Director Land  
Date: 2/26/2020

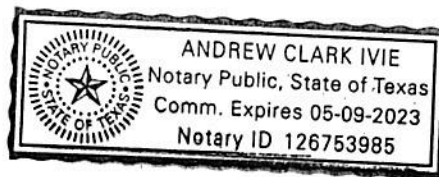
**ACKNOWLEDGEMENT**

STATE OF TEXAS  
COUNTY OF HARRIS

Thus done and signed by Bill Moore, the Land Manager for **Equinor Gulf of Mexico LLC**, and on behalf of said limited liability company by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 19 day of FEBRUARY, 2020.

ALC  
NOTARY PUBLIC

My Commission Expires: 5-9-23

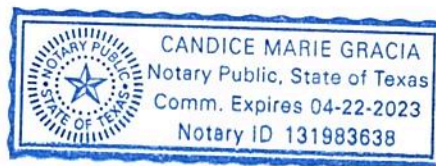


STATE OF TEXAS  
COUNTY OF HARRIS

Thus done and signed by Ash Shepherd, Director Land for for **Talos Energy Offshore LLC**, and on behalf of said limited liability company by authority of its board of directors, in the presence of the undersigned Notary Public, duly commissioned and qualified, in and for the aforementioned State and County, and in the presence of the undersigned competent witnesses on this 26 day of February, 2020.

Candice Marie Gracia  
NOTARY PUBLIC

My Commission Expires: 4-22-2023



## ATTACHMENT "1"

### CONTRACT AREA, WORKING INTERESTS, OPERATOR AND REPRESENTATIVES

#### I. CONTRACT AREA:

Walker Ridge Block 98, OCS-G 35722  
Walker Ridge Block 99 S/2, OCS-G 35723  
Walker Ridge Block 143 OCS-G 35725  
Walker Ridge Block 144, OCS-G 36081

#### II. WORKING INTERESTS OF THE PARTIES:

<u>Record Title Owners:</u>	<u>Working Interest</u>
Equinor Gulf of Mexico LLC	60%
Talos Energy Offshore LLC	40%

#### III. OPERATOR:

Equinor Gulf of Mexico LLC GOM Company Number 02748

#### IV. ADDRESSES AND NAMES OF REPRESENTATIVES:

**Equinor Gulf of Mexico LLC**  
Attn: Bill Moore – Land Manager  
2107 CityWest Blvd., Suite 100  
Houston, TX 77042

Telephone: (713) 579-9897  
Email: bmoo@statoil.com

**Talos Energy Offshore LLC**  
Attn: Ash Shepherd  
333 Clay Street, Suite 3300  
Houston, Texas 77002

Telephone: (713) 380-4944  
Email: ash.shepherd@talosenergy.com