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July 3, 2025

VIA ELECTRONIC MAIL
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United States Department of the Interior
Bureau of Ocean Energy Management
Adjudication Unit – GM 276A
1201 Elmwood Park Blvd.
New Orleans, LA 70123-2394

RE: Non-Required Document Filing
Memorandum of Unit Operating Agreement, Assumption of Liabilities and Security Interest in Purchase and Sale Agreement and Confirmation Order
OCS-G 34966 – Green Canyon Block 39
OCS-G 34536 – Green Canyon Block 40
OCS-G 34878 – Ewing Bank Block 1009
OCS-G 34879 – Ewing Bank Block 1010

Ladies and Gentlemen:

Please find attached two copies of that certain Memorandum of Unit Operating Agreement, Assumption of Liabilities and Security Interest in Purchase and Sale Agreement and Confirmation Order dated effective June 20, 2025. This agreement is filed on behalf of the Non-Operators Ridgewood Katmai, LLC (Company Number 03341) and ILX Prospect Katmai, LLC (Company Number 03340).

We kindly request that it be recorded in the files maintained for the above referenced leases under the document type described as **Category 7 – Contracts, Agreements, and Conveyances**. We request that one stamped copy of the recorded Agreement be returned to the undersigned.

Also attached is a pay.gov receipt in the amount of \$152.00 for applicable filing fees.

Please contact me at 713-819-9910 or at ahebert@ridgewood.com should you have any questions regarding this transmittal.

Sincerely,

Ridgewood Katmai, LLC

A handwritten signature in black ink, appearing to read 'Ann Hebert'.

Ann Hebert
Land Administration Supervisor
(713) 819-9910
ahebert@ridgewood.com

Enclosures

1254 Enclave Parkway, Suite 600, Houston, TX 77077
(T) 281.293.8488 (F) 281.293.7391
www.ridgewoodenergy.com

**MEMORANDUM OF UNIT OPERATING AGREEMENT,
ASSUMPTION OF LIABILITIES AND SECURITY INTEREST IN PURCHASE AND
SALE AGREEMENT AND CONFIRMATION ORDER, AND FURTHER TRANSFER
OF LIABILITIES PURSUANT TO AGREEMENT AND PLAN OF MERGER**

- 1.0 This Memorandum of Unit Operating Agreement, Assumption of Liabilities and Security Interest in Purchase and Sale Agreement, and Confirmation Order (this “Memorandum”) is effective as of June 20, 2025.
- 2.0 Reference is hereby made to that certain Unit Operating Agreement, dated as of April 1, 2018, by and between QuarterNorth Energy LLC, as operator (the “Operator”), and Ridgewood Katmai, LLC and ILX Prospect Katmai, LLC, as non-operators (collectively, the “Non-Operators”), originally executed by and between Fieldwood Energy, LLC, as operator, and Ridgewood Katmai, LLC and ILX Prospect Katmai, LLC, as non-operators (the “UOA”). The UOA provides for the exploration, appraisal, development, operation, and production of crude oil, natural gas, and associated substances from the lands and oil and gas leases described in Exhibit “A” of the UOA and as described in Attachment “1” hereto (the “Unit Area”) and designates QuarterNorth Energy LLC, as successor in interest to Fieldwood Energy, LLC, as the Operator to conduct such operations for itself and the Non-Operators.
- 3.0 Reference is also hereby made to that certain Purchase and Sale Agreement, dated August 27, 2021, between and among Fieldwood Energy LLC and its affiliates signatory thereto, as sellers, QuarterNorth Energy LLC, as buyer, Mako Buyer 2 LLC, as buyer 2 (as such may be amended, supplemented, or restated from time to time thereafter, the “PSA”), which, among other things, sold, transferred, and assigned certain assets from Fieldwood Energy, LLC to QuarterNorth Energy LLC, as such PSA was approved, authorized, and/or modified by the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”), in its *Findings of Fact and Conclusions of Law, and Order (I) Confirming Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors and (II) Granting Related Relief* [Docket No. 1751] (the “Confirmation Order”).
- 4.0 Reference is also hereby made to that certain Agreement and Plan of Merger, dated January 13, 2024 (the “Merger Agreement”), between and among QuarterNorth Energy, Inc., as target company, Talos Energy, Inc., as parent of the acquisition company, and Compass Star Merger Sub Inc., as acquisition company (“Merger Sub”), whereby Talos Energy Inc., through its subsidiary, acquired the equity of QuarterNorth Energy, Inc., with such sale closing on March 5, 2024.
- 5.0 If there is any conflict between the terms of the UOA, the PSA, the Confirmation Order, and/or the Merger Agreement and this Memorandum, the terms of the UOA, the PSA, the Confirmation Order, and/or the Merger Agreement, as applicable, shall control.
- 6.0 The purpose of this Memorandum is to put all interested parties on notice of the terms and provisions of the UOA, the PSA, the Confirmation Order, and the Merger Agreement including, but not limited to, (i) the liens, mortgages, pledges and/or security interests

provided therein; (ii) the existence of a preferential right to purchase provision; and (iii) the existence of certain indemnification obligations owed to the Non-Operators.

7.0 Specifically, the parties to the UOA agreed as follows:

7.1 The Operator shall conduct, direct, and have full control of all operations on the Unit Area as permitted and required by, and within the limits of the UOA.

7.2 The liability of the parties shall be several, but limited in proportion to each party's proportionate share, and not joint, joint and several, or collective. Each party shall be responsible only for its proportionate share of the obligations and shall be liable only for its proportionate share of costs.

7.3 Each Non-Operator grants to the Operator and to each of the other Non-Operating Party(s), as applicable, a lien and mortgage upon all of its rights, title and interest in the oil, gas and mineral leases and other real property, in the Unit Area, and a pledge and security interest in its share of the oil and gas when extracted and its interest in all equipment and properly whether movable or immovable, corporeal or incorporeal attached thereon, all such property being more fully described in Paragraph 7.1 and 7.2, to secure payment of its share of expenses and charges up to a limit of \$500,000,000.00, arising out of the UOA, together with interest thereon at the rate provided in the Accounting Procedure referred to in the UOA. To the extent that the Operator has a security interest under the Uniform Commercial Code of the state, the Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by the Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the rights or security interest for the payment thereof.

7.4 The Operator grants to each of the Non-Operators a lien, mortgage, pledge, and security interest equivalent to that granted to Operator as described in Paragraph 6.3 above, to secure payment by Operator of its own share of costs when due and all rights as a secured party pursuant to this grant and the Uniform Commercial Code shall inure to the benefit of the Non-Operators. To the extent that the Non-Operator has a security interest under the Uniform Commercial Code of the state, the Non-Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and obtaining of a judgment by the Non-Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the rights or security interest for the payment thereof.

8.0 For purposes of protecting said liens, mortgages, pledges and security interests, the parties hereto agree that the mutual lien, mortgage, pledge, security interest, and this Memorandum shall cover all right, title and interest of the debtor(s) in:

8.1 Property Subject to Liens, Pledges, and Security Interests:

8.1.1 All personal property located upon or used in connection with the Unit Area.


- 8.1.2 All equipment, fixtures, and appurtenances upon or used in connection with the Unit Area, whether movable or immovable, corporeal or incorporeal.
- 8.1.3 All oil, gas, and associated substances of value in, on, or under the Unit Area, which may be extracted therefrom.
- 8.1.4 All accounts and revenues resulting from the sale of the items described in Subparagraph (c) at the wellhead of every well located in the Unit Area.
- 8.1.5 All items used, useful, or purchased for the production, treatment, storage, transportation, manufacture, or sale of the items described in Subparagraph (C). All accounts, contract rights, rights under any gas balancing agreement, general intangibles, equipment, inventory, farmout rights, option farmout rights, acreage and or cash contributions, and conversion rights, whether now owned or existing or hereafter acquired or arising, including but not limited to all interest in any partnership, lax partnership, limited partnership, association, joint venture, or other entity or enterprise that holds, owns, or controls any interest in the Unit Area or in any property encumbered by this Memorandum.
- 8.1.6 All severed and extracted oil, gas, and associated substances now or hereafter produced from or attributable to the Unit Area, including without limitation oil, gas and associated substances in tanks or pipelines or otherwise held for treatment, transportation, manufacture, processing or sale.
- 8.1.7 All the proceeds and products of the items described in the foregoing paragraphs now existing or hereafter arising, and all substitutions therefor, replacements thereof, or accessions thereto.
- 8.1.8 All personal property and fixtures now and hereafter acquired in furtherance of the purposes of the UOA. Certain of the above-described items are or are to become fixtures on the Unit Area.
- 8.1.9 The proceeds and products of collateral are also covered.
- 8.2 Property Subject to Liens and Mortgages:
 - 8.2.1 All real property and oil and gas leases within the Unit Area, including all oil, gas and associated substances of value in, on or under the Unit Area which may be extracted therefrom.
 - 8.2.2 All equipment, fixtures, and appurtenances upon or used in connection with the Unit Area, whether movable or immovable, corporeal or incorporeal.
 - 8.2.3 All real property and fixtures now and hereafter acquired in furtherance of the purposes of the UOA, including any easement, right-of-way, surface leases, and fee acreage.

- 9.0 This Memorandum is to be filed for record in the real estate records of the county or parish in which the Unit Area is located, or, in the case of offshore leases, in the county or parish adjacent thereto and in the appropriate Uniform Commercial Code records.
- 10.0 Upon default of any covenant or condition of the UOA, in addition to any other remedy afforded by law, each party to the UOA and any successor to such party by assignment, operation of law, or otherwise, shall have, and is vested with the power and authority to take possession of and sell any interest which the defaulting party has in the property described in Paragraphs 8.1 and 8.2 and to foreclose this lien, mortgage, pledge, and security interest in the manner provided by law.
- 11.0 The total amount of obligations and advances secured by the UOA mortgage may increase or decrease from time to time, but at no time shall the total maximum amount of obligations and advances so secured exceed the sum of \$500,000,000.00, together with interest thereon at the rate provided in the Accounting Procedure referred to in the UOA, with respect to each of the Operator and the Non-Operators as debtor mortgagor.
- 12.0 Under the PSA, the Operator agreed to assume any and all obligations owed by Fieldwood Energy, LLC to the Non-Operators under the UOA, including any indemnification and reimbursement obligations that may arise from the alleged liens and claims of, among others, Atlantic Maritime Services, LLC's alleged liens, claims, and litigation against Fieldwood Energy LLC and, among others, each of the Non-Operators in the Bankruptcy Court and in the United States District Court for the Eastern District of Louisiana. The assumption of such obligations, including the indemnity obligations, was recognized and approved by the Bankruptcy Court in Paragraph 66 of the Confirmation Order. Each of the PSA and Confirmation Order are available for download free of charge at <https://cases.ra.kroll.com/fieldwoodenergy/>.
- 13.0 Upon the closing of the Merger Agreement, Merger Sub was merged with and into QuarterNorth Energy, Inc., with QuarterNorth Energy, Inc. remaining as the surviving entity. QuarterNorth Energy, LLC is a subsidiary of QuarterNorth Energy, Inc., which is now a subsidiary of Talos Energy Inc., as parent of the Merger Sub. The Merger Agreement is available for download free of charge at <https://sec.gov/edgar/>.
- 14.0 Should any person or firm desire additional information regarding the UOA, PSA, or Confirmation Order, said person or firm should contact the Non-Operators at:

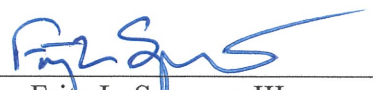
Ridgewood Katmai, LLC
ILX Prospect Katmai, LLC
1254 Enclave Parkway, Suite 600
Houston, Texas 77077
Attn: Dan Gulino
Email: dgulino@ridgewood.com

Non-Operators

Ridgewood Katmai, LLC

By: 
Name: Fritz L. Spencer, III
Title: Attorney-in-Fact
Date: June 20, 2025

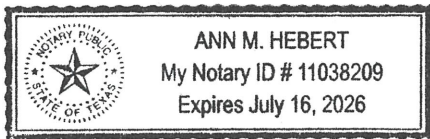
ILX Prospect Katmai, LLC

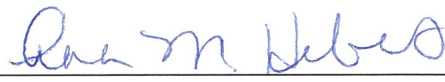
By: 
Name: Fritz L. Spencer, III
Title: Director
Date: June 20, 2025

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On the 20th of June 2025, before me, appeared Fritz L. Spencer, III, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of **Ridgewood Katmai, LLC**, a Delaware Limited Liability Company, and that the foregoing instrument was signed in behalf of that Limited Liability Company.

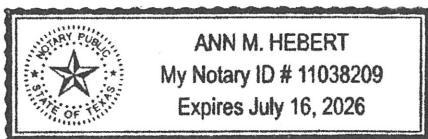


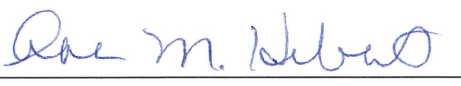


Notary Public – State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On the 20th of June 2025, before me, appeared Fritz L. Spencer, III, to me personally known, who, being by me duly sworn, did say that he is the Director of **ILX Prospect Katmai, LLC**, a Delaware Limited Liability Company, and that the foregoing instrument was signed in behalf of that Limited Liability Company.





Notary Public – State of Texas

Attachment "1"

To that certain First Amendment to the GC 40 Unit Operating Agreement effective as of January 1, 2023, by and among QuarterNorth Energy LLC, Ridgewood Katmai, LLC and ILX Prospect Katmai, LLC.

EXHIBIT "A"

Attached to and made a part of that certain Unit Operating Agreement effective April 1, 2018 (the "Katmai UOA") by and between QuarterNorth Energy LLC, Ridgewood Katmai, LLC and ILX Prospect Katmai, LLC

DESCRIPTION OF UNIT AREA, LEASES, WORKING INTEREST OF THE PARTIES, COMPANY REPRESENTATIVES and NOTIFICATION INFORMATION

I. DESCRIPTION OF UNIT AREA AND ASSOCIATED LEASES:

Area/Block	OCS No.	Effective Date	Unit Acres	Royalty	Lease ORRIs	Depths	Aliquot Portions
Green Canyon 39	G 34966	09/01/2013	540.00	18.75% (R21)	*.945%	All	NE/4NE/4 & N/2SE/4NE/4
Green Canyon 40	G 34536	11/01/2012	5310.00	18.75% (RS19)	*.945%	All	SE/4SW/4NW/4, N/2SW/4NW/4, NW/4NW/4, E/2NW/4, E/2, E/2SW/4 & E/2W/2SW/4
Ewing Bank 1009	G 34878	08/01/2013	360.000	18.75% (R21)	*.945%	All	SE/4SE4
Ewing Bank 1010	G 34879	08/01/2013	2,880.000	18.75% (R21)	*.945%	All	S/2

*Created by that certain Lease Assignment Agreement listed in Article V. below.

WORKING INTEREST OF THE PARTIES:

QuarterNorth Energy LLC:	50%
Ridgewood Katmai, LLC:	25%
ILX Prospect Katmai, LLC:	25%

II. OPERATOR:

QuarterNorth Energy LLC

IV. ADDRESSES/NAMES OF REPRESENTATIVES:

QuarterNorth Energy LLC
3737 Buffalo Speedway, Ste 800
Houston, TX 77098

Main Contact:

[REDACTED]
[REDACTED]
[REDACTED]

Ridgewood Katmai, LLC
1254 Enclave Parkway, Ste 600
Houston, 77077

Main Contact:

[REDACTED]
[REDACTED]
[REDACTED]

ILX Prospect Katmai, LLC
1254 Enclave Parkway, Ste 600
Houston, 77077

Main Contact:

[REDACTED]
[REDACTED]
[REDACTED]

V. Contracts

Lease Assignment Agreement dated April 1, 2018, by and between Fieldwood Energy, LLC, Ridgewood Katmai, LLC and ILX Prospect Katmai, LLC ("Katmai Owners" (and LLOG Bluewater Holdings, L.L.C. , LLOG Exploration Offshore, L.L.C., Ridgewood Rockefeller, LLC, ILX Prospect Rockefeller, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures, XV, LLC ("Rockefeller Owners").

END OF EXHIBIT "A"

**MEMORANDUM OF UNIT OPERATING AGREEMENT,
ASSUMPTION OF LIABILITIES AND SECURITY INTEREST IN PURCHASE AND
SALE AGREEMENT AND CONFIRMATION ORDER, AND FURTHER TRANSFER
OF LIABILITIES PURSUANT TO AGREEMENT AND PLAN OF MERGER**

- 1.0 This Memorandum of Unit Operating Agreement, Assumption of Liabilities and Security Interest in Purchase and Sale Agreement, and Confirmation Order (this “Memorandum”) is effective as of June 20, 2025.
- 2.0 Reference is hereby made to that certain Unit Operating Agreement, dated as of April 1, 2018, by and between QuarterNorth Energy LLC, as operator (the “Operator”), and Ridgewood Katmai, LLC and ILX Prospect Katmai, LLC, as non-operators (collectively, the “Non-Operators”), originally executed by and between Fieldwood Energy, LLC, as operator, and Ridgewood Katmai, LLC and ILX Prospect Katmai, LLC, as non-operators (the “UOA”). The UOA provides for the exploration, appraisal, development, operation, and production of crude oil, natural gas, and associated substances from the lands and oil and gas leases described in Exhibit “A” of the UOA and as described in Attachment “1” hereto (the “Unit Area”) and designates QuarterNorth Energy LLC, as successor in interest to Fieldwood Energy, LLC, as the Operator to conduct such operations for itself and the Non-Operators.
- 3.0 Reference is also hereby made to that certain Purchase and Sale Agreement, dated August 27, 2021, between and among Fieldwood Energy LLC and its affiliates signatory thereto, as sellers, QuarterNorth Energy LLC, as buyer, Mako Buyer 2 LLC, as buyer 2 (as such may be amended, supplemented, or restated from time to time thereafter, the “PSA”), which, among other things, sold, transferred, and assigned certain assets from Fieldwood Energy, LLC to QuarterNorth Energy LLC, as such PSA was approved, authorized, and/or modified by the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”), in its *Findings of Fact and Conclusions of Law, and Order (I) Confirming Eighth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors and (II) Granting Related Relief* [Docket No. 1751] (the “Confirmation Order”).
- 4.0 Reference is also hereby made to that certain Agreement and Plan of Merger, dated January 13, 2024 (the “Merger Agreement”), between and among QuarterNorth Energy, Inc., as target company, Talos Energy, Inc., as parent of the acquisition company, and Compass Star Merger Sub Inc., as acquisition company (“Merger Sub”), whereby Talos Energy Inc., through its subsidiary, acquired the equity of QuarterNorth Energy, Inc., with such sale closing on March 5, 2024.
- 5.0 If there is any conflict between the terms of the UOA, the PSA, the Confirmation Order, and/or the Merger Agreement and this Memorandum, the terms of the UOA, the PSA, the Confirmation Order, and/or the Merger Agreement, as applicable, shall control.
- 6.0 The purpose of this Memorandum is to put all interested parties on notice of the terms and provisions of the UOA, the PSA, the Confirmation Order, and the Merger Agreement including, but not limited to, (i) the liens, mortgages, pledges and/or security interests

provided therein; (ii) the existence of a preferential right to purchase provision; and (iii) the existence of certain indemnification obligations owed to the Non-Operators.

7.0 Specifically, the parties to the UOA agreed as follows:

7.1 The Operator shall conduct, direct, and have full control of all operations on the Unit Area as permitted and required by, and within the limits of the UOA.

7.2 The liability of the parties shall be several, but limited in proportion to each party's proportionate share, and not joint, joint and several, or collective. Each party shall be responsible only for its proportionate share of the obligations and shall be liable only for its proportionate share of costs.

7.3 Each Non-Operator grants to the Operator and to each of the other Non-Operating Party(s), as applicable, a lien and mortgage upon all of its rights, title and interest in the oil, gas and mineral leases and other real property, in the Unit Area, and a pledge and security interest in its share of the oil and gas when extracted and its interest in all equipment and properly whether movable or immovable, corporeal or incorporeal attached thereon, all such property being more fully described in Paragraph 7.1 and 7.2, to secure payment of its share of expenses and charges up to a limit of \$500,000,000.00, arising out of the UOA, together with interest thereon at the rate provided in the Accounting Procedure referred to in the UOA. To the extent that the Operator has a security interest under the Uniform Commercial Code of the state, the Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by the Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the rights or security interest for the payment thereof.

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8.0 For purposes of protecting said liens, mortgages, pledges and security interests, the parties hereto agree that the mutual lien, mortgage, pledge, security interest, and this Memorandum shall cover all right, title and interest of the debtor(s) in:

8.1 Property Subject to Liens, Pledges, and Security Interests:

8.1.1 All personal property located upon or used in connection with the Unit Area.


- 8.1.2 All equipment, fixtures, and appurtenances upon or used in connection with the Unit Area, whether movable or immovable, corporeal or incorporeal.
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- 8.1.4 All accounts and revenues resulting from the sale of the items described in Subparagraph (c) at the wellhead of every well located in the Unit Area.
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- 8.1.6 All severed and extracted oil, gas, and associated substances now or hereafter produced from or attributable to the Unit Area, including without limitation oil, gas and associated substances in tanks or pipelines or otherwise held for treatment, transportation, manufacture, processing or sale.
- 8.1.7 All the proceeds and products of the items described in the foregoing paragraphs now existing or hereafter arising, and all substitutions therefor, replacements thereof, or accessions thereto.
- 8.1.8 All personal property and fixtures now and hereafter acquired in furtherance of the purposes of the UOA. Certain of the above-described items are or are to become fixtures on the Unit Area.
- 8.1.9 The proceeds and products of collateral are also covered.
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- 9.0 This Memorandum is to be filed for record in the real estate records of the county or parish in which the Unit Area is located, or, in the case of offshore leases, in the county or parish adjacent thereto and in the appropriate Uniform Commercial Code records.
- 10.0 Upon default of any covenant or condition of the UOA, in addition to any other remedy afforded by law, each party to the UOA and any successor to such party by assignment, operation of law, or otherwise, shall have, and is vested with the power and authority to take possession of and sell any interest which the defaulting party has in the property described in Paragraphs 8.1 and 8.2 and to foreclose this lien, mortgage, pledge, and security interest in the manner provided by law.
- 11.0 The total amount of obligations and advances secured by the UOA mortgage may increase or decrease from time to time, but at no time shall the total maximum amount of obligations and advances so secured exceed the sum of \$500,000,000.00, together with interest thereon at the rate provided in the Accounting Procedure referred to in the UOA, with respect to each of the Operator and the Non-Operators as debtor mortgagor.
- 12.0 Under the PSA, the Operator agreed to assume any and all obligations owed by Fieldwood Energy, LLC to the Non-Operators under the UOA, including any indemnification and reimbursement obligations that may arise from the alleged liens and claims of, among others, Atlantic Maritime Services, LLC's alleged liens, claims, and litigation against Fieldwood Energy LLC and, among others, each of the Non-Operators in the Bankruptcy Court and in the United States District Court for the Eastern District of Louisiana. The assumption of such obligations, including the indemnity obligations, was recognized and approved by the Bankruptcy Court in Paragraph 66 of the Confirmation Order. Each of the PSA and Confirmation Order are available for download free of charge at <https://cases.ra.kroll.com/fieldwoodenergy/>.
- 13.0 Upon the closing of the Merger Agreement, Merger Sub was merged with and into QuarterNorth Energy, Inc., with QuarterNorth Energy, Inc. remaining as the surviving entity. QuarterNorth Energy, LLC is a subsidiary of QuarterNorth Energy, Inc., which is now a subsidiary of Talos Energy Inc., as parent of the Merger Sub. The Merger Agreement is available for download free of charge at <https://sec.gov/edgar/>.
- 14.0 Should any person or firm desire additional information regarding the UOA, PSA, or Confirmation Order, said person or firm should contact the Non-Operators at:


Ridgewood Katmai, LLC
ILX Prospect Katmai, LLC
1254 Enclave Parkway, Suite 600
Houston, Texas 77077
Attn: Dan Gulino
Email: dgulino@ridgewood.com

Non-Operators

Ridgewood Katmai, LLC

By: 
Name: Fritz L. Spencer, III
Title: Attorney-in-Fact
Date: June 20, 2025

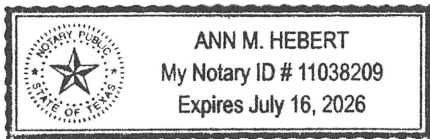
ILX Prospect Katmai, LLC

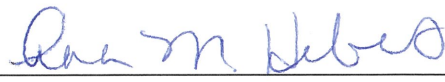
By: 
Name: Fritz L. Spencer, III
Title: Director
Date: June 20, 2025

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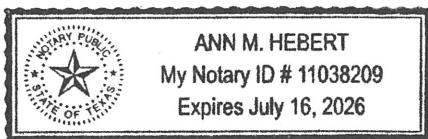


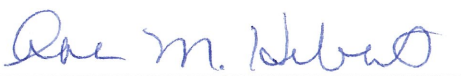


Notary Public – State of Texas

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Notary Public – State of Texas

Attachment "1"

To that certain First Amendment to the GC 40 Unit Operating Agreement effective as of January 1, 2023, by and among QuarterNorth Energy LLC, Ridgewood Katmai, LLC and ILX Prospect Katmai, LLC.

EXHIBIT "A"

Attached to and made a part of that certain Unit Operating Agreement effective April 1, 2018 (the "Katmai UOA") by and between QuarterNorth Energy LLC, Ridgewood Katmai, LLC and ILX Prospect Katmai, LLC

DESCRIPTION OF UNIT AREA, LEASES, WORKING INTEREST OF THE PARTIES, COMPANY REPRESENTATIVES and NOTIFICATION INFORMATION

I. DESCRIPTION OF UNIT AREA AND ASSOCIATED LEASES:

Area/Block	OCS No.	Effective Date	Unit Acres	Royalty	Lease ORRIs	Depths	Aliquot Portions
Green Canyon 39	G 34966	09/01/2013	540.00	18.75% (R21)	*.945%	All	NE/4NE/4 & N/2SE/4NE/4
Green Canyon 40	G 34536	11/01/2012	5310.00	18.75% (RS19)	*.945%	All	SE/4SW/4NW/4, N/2SW/4NW/4, NW/4NW/4, E/2NW/4, E/2, E/2SW/4 & E/2W/2SW/4
Ewing Bank 1009	G 34878	08/01/2013	360.000	18.75% (R21)	*.945%	All	SE/4SE4
Ewing Bank 1010	G 34879	08/01/2013	2,880.000	18.75% (R21)	*.945%	All	S/2

*Created by that certain Lease Assignment Agreement listed in Article V. below.

WORKING INTEREST OF THE PARTIES:

QuarterNorth Energy LLC:	50%
Ridgewood Katmai, LLC:	25%
ILX Prospect Katmai, LLC:	25%

II. OPERATOR:

QuarterNorth Energy LLC

IV. ADDRESSES/NAMES OF REPRESENTATIVES:

QuarterNorth Energy LLC
3737 Buffalo Speedway, Ste 800
Houston, TX 77098

Main Contact:

[REDACTED]
[REDACTED]
[REDACTED]

Ridgewood Katmai, LLC
1254 Enclave Parkway, Ste 600
Houston, 77077

Main Contact:

[REDACTED]
[REDACTED]
[REDACTED]

ILX Prospect Katmai, LLC
1254 Enclave Parkway, Ste 600
Houston, 77077

Main Contact:

[REDACTED]
[REDACTED]
[REDACTED]

V. Contracts

Lease Assignment Agreement dated April 1, 2018, by and between Fieldwood Energy, LLC, Ridgewood Katmai, LLC and ILX Prospect Katmai, LLC ("Katmai Owners" (and LLOG Bluewater Holdings, L.L.C. , LLOG Exploration Offshore, L.L.C., Ridgewood Rockefeller, LLC, ILX Prospect Rockefeller, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures, XV, LLC ("Rockefeller Owners").

END OF EXHIBIT "A"