



RECEIVED
ADJUDICATION SECTION
MAY 10 2022

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Senior Land Records Analyst
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May 10, 2022

VIA EMAIL

Bureau of Ocean Energy Management
Gulf of Mexico OCS Region
1201 Elmwood Park Blvd., MS WS 231A
New Orleans, Louisiana 70123-2394

ATTN: Adjudication Unit

**RE: Filing of Non-Required Document
Subordination, Non-Disturbance and Attornment Agreement with Producer Lenders
By and between Red Willow Offshore, LLC ("Producer"), King's Quay Laterals LLC,
King's Quay Lateral Company, ("Owners"), and BBVA USA, as administrative agent and
syndication agent, ("Agent")
All of OCS-G 35862, Block 345, Green Canyon; All of OCS-G 35864, Block 389, Green
Canyon; All of OCS-G 35865, Block 390, Green Canyon; All of OCS-G 35868, Block 434,
Green Canyon
Khaleesi Prospect**

Ladies and Gentlemen,

Enclosed please find two (2) copies of the following document:

Title of Document: Subordination, Non-Disturbance and Attornment Agreement with Producer Lenders

Identities of Parties to Document: By and between Red Willow Offshore, LLC (02668), King's Quay
Laterals, LLC, King's Quay FPS LLC, BBVA USA

Leases Affected: All of OCS-G 35862, Block 345, Green Canyon; All of OCS-G
35864, Block 389, Green Canyon; All of OCS-G 35865, Block 390, Green Canyon; All of OCS-G 35868,
Block 434, Green Canyon

Category to be Filed: 1 – Mortgage, Deed of Trust, Security Agreement

Service Fees: pay.gov receipt in payment of the fee incurred by this request is enclosed

Once this document has been filed as requested, I would appreciate your stamping and returning one
(1) copy to my attention at amosby@rwpc.us.

In the meantime, please do not hesitate to contact me should you have any questions or need any additional information at (832) 540-1285 or by email.

Yours very truly,

Red Willow Offshore, LLC

A handwritten signature in black ink that reads "Ashley Mosby". The signature is written in a cursive, flowing style.

Ashley Mosby
Senior Land Records Analyst

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
WITH PRODUCER LENDERS**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT WITH PRODUCER LENDERS (this “*Agreement*”) is entered into as of March 17, 2021, by and among Red Willow Offshore, LLC, a Colorado limited liability company (“*Producer*”), King’s Quay Laterals LLC, a Delaware limited liability company (the “*Lateral Company*”), King’s Quay FPS LLC, a Delaware limited liability company (the “*FPS Company*”, and together with the Lateral Company, “*Owners*”), and BBVA USA, as administrative agent and syndication agent (“*Agent*”) for the lenders party to that certain Amended and Restated Credit Agreement dated as of September 27, 2017, as amended from time to time (the “*Producer Credit Agreement*”) (such lenders, together with their successors and assigns, the “*Producer Lenders*”) among Producer, Agent and the Producer Lenders. The foregoing parties may be referred to herein individually as a “*Party*” and collectively as the “*Parties*”.

RECITALS

A. The Producer owns a Working Interest in the Leases included in the Khaleesi Prospect and the Mormont Prospect and, if subsequently dedicated to the Project Facilities, the Secondary Prospects and the Third Party Prospects (the “*Producer Dedicated Leases*”).

B. Owners and Producer, among others, have entered into the Producer Project Agreements pursuant to which, among other things: (1) Owners have agreed to invest in, design, construct, install, commission, own and operate the Project Facilities subject to the terms and conditions of the Producer Project Agreements, (2) Producer has agreed to dedicate the Dedicated Interests in the Producer Dedicated Leases, with the Production therefrom to be processed, handled and transported through the Project Facilities, (3) the applicable Owner has agreed to provide processing, handling and/or transportation services to Producer and (4) Producer has agreed to pay fees to the applicable Owner.

C. The Producer Lenders have extended credit or may hereafter extend credit to Producer and certain of Producer’s affiliates, which credit is or will be secured, in whole or in part, by the Producer Loan Security Documents covering all or a part of Producer’s right, title and interest in and to the Producer Dedicated Leases, the assets and rights associated with the Producer Dedicated Leases, the Producer Project Agreements and other related property and rights, together with (1) all amendments, extensions and renewals of any or all of the Producer Project Agreements and all other rights of Producer thereunder, (2) all the improvements owned by Producer and now or hereafter situated on the Leases and (3) all appurtenances, rights, ways, privileges, servitudes, prescriptions and advantages thereunto belonging or in any wise appertaining, including, but without limitation, all component parts of the Leases or any associated property, and all component parts of any improvement located on the Leases, now or hereafter a part of or attached to Leases or used in connection therewith (collectively, the “*Property*”).

D. Agent (on behalf of the Producer Lenders), Producer and Owners wish to enter into this Agreement regarding certain rights and obligations regarding the Producer Project Agreements.

NOW THEREFORE, for and in consideration of the promises and the mutual covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Parties hereby agree as follows:

1. **DEFINITIONS.** Capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth in Schedule I.

2. **FORFEITURE EVENTS.**

2.1. **Forfeitures.** Agent, on behalf of the Producer Lenders, acknowledges and agrees that the Producer Project Agreements, including the Facilities Agreement, provide for the forfeiture by Producer of all or a portion of Producer's interest in the Property (the "***Forfeited Property***") upon the occurrence of certain defaults by Producer thereunder and for the transfer by Producer of its rights in, to and under the Forfeited Property to the Person or entity that cures certain of Producer's defaults or such Person or entity's successor in interest (a "***Forfeiture Event***").

2.2. **Occurrence of Forfeiture Event.** Notwithstanding anything in the Producer Project Agreements or the Producer Loan Security Documents to the contrary, or the recordation, non-recordation or order of recordation of the Producer Project Agreements and the Producer Loan Security Documents, Agent, on behalf of the Producer Lenders, agrees that upon the occurrence of any Forfeiture Event: (a) any such transfer of any Forfeited Property upon the occurrence of a Forfeiture Event shall be free and clear of any and all restrictions, interests or encumbrances created by, or the terms and conditions of, the Producer Loan Security Documents, (b) the Liens created or perfected against the Forfeited Property by the Producer Loan Security Documents shall be automatically released, and (c) Agent or the Producer Lenders shall timely execute any and all recordable releases or partial releases reasonably requested by the transferor or transferee of the Forfeited Property to effectuate of record (both in the records of the BOEM and any relevant county or parish) such release, in each case at the forfeiting Producer's sole cost and expense.

2.3. **Memorandum.** Owners, Agent (on behalf of the Producer Lenders) and Producer agree to execute a recordable memorandum to put third parties on notice of the terms of this Agreement. Producer shall record such memorandum and be responsible for the applicable recording fees.

2.4. **Notice.** Owners agree to provide the Producer Lenders or Agent with prompt written notice at such time as (a) each Forfeiture Event set forth in the Producer Project Agreements occurs or (b) each Owner's rights to the Forfeited Property upon the occurrence of a Forfeiture Event can no longer be exercised pursuant to the terms of the Producer Project Agreements.

3. **PRODUCER LENDERS' CURE RIGHTS.** Owners agree that prior to any Transfer of the Property to the Producer Lenders or their designee(s) as set forth in Section 4.3 below: (a) Owners shall notify Agent or the Producer Lenders in writing concurrently with any notice given to Producer of any breach of or default by Producer and the applicable cure period, if any, during which such Producer is permitted to cure such breach or default under any of the Producer Project Agreements (the "***Provisional Producer Default Notice***"), (b) Owners shall provide an

additional written notice to Agent or the Producer Lenders following the expiration of any applicable cure period if Producer fails to timely cure the default (a “**Producer Default Notice**”), (c) the Producer Lenders (or any of them) shall have the right, but shall have no obligation, to cure or cause to be cured the breach or default specified in such Provisional Producer Default Notice or Producer Default Notice within (i) ten (10) Business Days following delivery of the first Producer Default Notice in respect of any individual Producer Project Agreement and (ii) within the cure period provided to Producer under the relevant Producer Project Agreement after the Producer Default Notice is delivered in respect of a specific Producer Project Agreement (the “**Producer Lenders Cure Period**”), and (d) Owner shall not take any enforcement action with respect to the breach or default of Producer if the Producer Lenders (or any of them) cure, or cause to be cured, such breach or default prior to the expiration of the Producer Lenders Cure Period. Agent and the Producer Lenders agree that either Agent or the Producer Lenders shall in all cases provide written notice to Owners of the election by the Producer Lenders, or any of them, to cure or cause to be cured or to decline to cure or cause to be cured such breach or default within the Producer Lenders Cure Period. Unless expressly agreed to by the Producer Lenders or Agent on their behalf, an election by the Producer Lenders (or any of them), or Agent on their behalf, to cure the breach or default of Producer shall not result in the Transfer of the Property to the Producer Lenders pursuant to Section 4.3 below.

4. NON-DISTURBANCE, CONSENT AND ATTORNMENT.

4.1. Real Rights. Agent, on behalf of the Producer Lenders, acknowledges that the rights and obligations of Owners and Producers pursuant to the Facilities Agreement, Production Handling Agreements, Transportation Agreements and Assignments of Overriding Royalty to which Producer and Owners are parties are real property rights and obligations and covenants that run with the land and are burdens upon Producer’s (and its successors and assigns’) rights and interests in the Leases.

4.2. Consent, Recognition and Subordination.

(a) Owners hereby consent to the grant by Producer of a Lien upon all or any portion of the Property and the Producer Project Agreements to the Producer Lenders pursuant to the Producer Loan Security Documents, provided that (i) Producer notifies Owners of the grant of any such Lien and upon request provides copies of (A) those Producer Loan Security Documents filed against the Property which are recorded in the public records of the applicable jurisdiction under which such Lien is granted and (B) the relevant portions pursuant to which such Lien is granted with respect to any other Producer Loan Security Documents, (ii) Agent or any Producer Lender or its transferee executes and delivers a copy of this Agreement and (iii) any such Liens shall be subject and subordinate to (A) the overriding royalty interests granted to Owners pursuant to each of the respective Assignments of Overriding Royalty to which Producer and Owners are parties and (B) the dedications of Dedicated Interests pursuant to Section 2.1 of each Production Handling Agreement, Gas Transportation Agreement and Oil Transportation Agreement.

(b) Notwithstanding anything in the Producer Project Agreements or the Producer Loan Security Documents to the contrary, or the recordation, non-recordation or order of recordation of the Producer Project Agreements and the Producer Loan Security Documents, Agent, on behalf of the Producer Lenders, acknowledges and agrees the rights of Owners set forth

in the Producer Project Agreements encumber the Property to the extent and for the period set forth in the Producer Project Agreements and that the Producer Loan Security Documents are subject to such rights of Owners.

4.3. Non-Disturbance and Transfer of the Property to Producer Lenders. Notwithstanding anything in the Producer Project Agreements or the Producer Loan Security Documents to the contrary or the recordation, non-recordation or order of recordation of the Producer Project Agreements and the Producer Loan Security Documents, Owners and Agent, on behalf of the Producer Lenders, agree that if any of the Producer Lenders or any Producer Lender's transferee (together with their respective successors and assigns, a "**Producer Lender Party**") acquires the right, title and interest in and to the Property pursuant to a judicial or non-judicial foreclosure of the Producer Loan Security Documents or other action or proceeding for the enforcement of the Producer Loan Security Documents, a sale or assignment in a bankruptcy proceeding, or any other sale, assignment or other transfer in satisfaction of the Producer Loan Security Documents or in any other manner succeeds to the interest of Producer under the Producer Project Agreements (a "**Transfer of the Property**"): (a) the applicable Producer Lender Party shall assume all the rights and obligations of Producer under the Producer Project Agreements, shall pay any unpaid monetary obligations then due and owing by Producer and shall not terminate the Producer Project Agreements except in accordance with the terms of the Producer Project Agreements; (b) the respective interests in the Producer Project Agreements of Producer, Owners and the other parties thereto shall not be extinguished or terminated by reason of such Transfer of the Property; (c) the Producer Project Agreements shall continue in full force and effect notwithstanding such Transfer of the Property; (d) each Owner and each of the other parties to the Producer Project Agreements shall recognize such Producer Lender Party as Producer's successor in interest and shall continue to be bound to perform its obligations under the Producer Project Agreements in favor of such Producer Lender Party; (e) such Producer Lender Party shall be bound to perform the obligations of Producer under the Producer Project Agreements in favor of the other parties thereto and their successors-in-interest that arise after the Transfer of the Property; and (f) each Owner and its successors-in-interest shall recognize and accept such Producer Lender Party as an Affiliate of Producer for the initial Transfer of the Property; *provided, however*, that (x) further transfers by a Producer Lender Party of any interest under the Producer Project Agreements shall be made in accordance with the terms and conditions of the Producer Project Agreements and (y) no Producer Lender Party shall be liable for any damages or other similar remedy attributable to any act or omission of Producer under the Producer Project Agreements.

5. ASSIGNMENT OF OVERRIDING ROYALTY. Notwithstanding anything in the Producer Project Agreements or the Producer Loan Security Documents to the contrary or the recordation, non-recordation or order of recordation of the Producer Project Agreements and the Producer Loan Security Documents, in the event of an ORRI Activation Event (as defined in the applicable Assignment of Overriding Royalty), Agent on behalf of the Producer Lenders agrees to partially release the Liens of the Producer Loan Security Documents with respect to the interests assigned by Producer to Owners pursuant to the Assignments of Overriding Royalty, and agrees to take such action at the cost and expense of Producer as shall be reasonably requested by Owner or Producer to memorialize and effect such release. In accordance with the Assignments of Overriding Royalty, this Agreement shall not constitute a release with respect to any of Producer's Hydrocarbon produced and saved with respect to Producer's Working Interest in the Producer Dedicated Leases (a) prior to the occurrence of an ORRI Activation Event, (b) with respect to each

ORRI Activation Event, following the ORRI Payout (as defined in the applicable Assignment of Overriding Royalty) with respect to such ORRI Activation Event or (c) following the Termination Time (as defined in the applicable Assignment of Overriding Royalty).

6. ESTOPPEL.

6.1. Producer Project Agreements Effective. Producer and each Owner represent, each with respect to itself, that it has duly executed and delivered each Producer Project Agreement to which it is a party and, subject to the terms and conditions thereof, the Producer Project Agreements are in full force and effect, the obligations of Producer and each Owner thereunder are valid and binding, and there have been no amendments, modifications or additions to the Producer Project Agreements.

6.2. No Default. Producer and each Owner represent, with respect to itself, that as of the date hereof and to the best of Producer's and each Owner's knowledge, (a) there exists no breach of or default under the Producer Project Agreements, nor any condition, act or event which with the giving of notice or the passage of time, or both, would constitute such a breach or default, and (b) there are no existing claims, defenses or offsets against rental due or to become due under the terms of the Producer Project Agreements.

7. MISCELLANEOUS.

7.1. Limitation on Agent/Producer Lenders' Performance. Nothing in this Agreement shall be deemed or construed to be an agreement by Agent or the Producer Lenders to perform any covenant of Producer under the Producer Project Agreements, unless the Producer Lenders (or any of them) succeed to the interest of Producer under the Producer Project Agreements by reason of a Transfer of the Property (subject, as applicable, to Section 4.3).

7.2. Remedies Cumulative. All remedies provided herein are cumulative, not exclusive, and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Agent (of behalf of the Producer Lenders), Owner, Producer or any other person or entity.

7.3. Further Assurances. At the request of any Party, each other Party shall execute, acknowledge and deliver such other documents and/or instruments as may be reasonably required by the requesting Party in order to carry out the purpose of this Agreement, provided that no such document or instrument shall modify the rights and obligations of the Parties set forth herein.

7.4. Conflicts. This Agreement supersedes all prior (oral or written) and all oral contemporaneous proposals or agreements, all previous negotiations and all other communications or understandings between the Parties and their Affiliates with respect to the subject matter hereof. In the event of any inconsistency between the terms of this Agreement and the Producer Project Agreements, the terms of this Agreement shall control. In the event of any inconsistency between the terms of this Agreement and the Producer Loan Security Documents, the terms of this Agreement shall control.

7.5. Reliance. Agent, on behalf of the Producer Lenders, acknowledges that each Owner, in constructing the Project Facilities for the benefit of Producer, is doing so in reliance on this Agreement.

7.6. Amendments and Modifications. All amendments, supplements and modifications to this Agreement shall be in writing and signed by the Parties. No course of dealing between the Parties shall be construed to alter the terms hereof.

7.7. Waivers. Neither action taken (including any investigation by or on behalf of any Party) nor inaction shall be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained herein by the Parties not committing such action or inaction. A waiver by any Party of a particular right, including breach of any provision of this Agreement, must be in writing and shall not operate or be construed as a subsequent waiver of that same right or a waiver of any other right.

7.8. Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

7.9. Headings. The headings used in this Agreement are inserted for convenience only and shall be disregarded in construing this Agreement.

7.10. Exhibits and Schedules. All recitals, exhibits, schedules and other attachments contained herein or attached hereto are integrally related to this Agreement and are hereby made a part of this Agreement for all purposes.

7.11. Counterparts. This Agreement may be executed in multiple counterparts, each of which, when executed, shall be deemed an original, and all of which, when executed and taken together, shall constitute one and the same instrument. A facsimile or electronic signature to this Agreement shall be deemed an original and binding upon the Party against whom enforcement is sought. In making proof hereof, one counterpart signed by all Parties shall be sufficient.

7.12. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and may be delivered by hand, by electronic transmission in .pdf format or similar format, by nationally recognized private courier or by United States mail, in each case addressed to the applicable Party to the recipient at the mailing address or email address set forth below. Notices delivered by mail shall be deemed delivered three (3) Business Days after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. Notices delivered by hand shall be deemed delivered when actually delivered. Notices delivered by nationally recognized private courier shall be deemed delivered on the date delivery is promised by the courier. Notice given by electronic mail shall be deemed received upon receipt of a written reply by electronic mail to the sending Party from the receiving Party or other verifiable evidence that the electronic mail message was read by the intended recipient (excluding any automated response other than an automated response evidencing delivery to the recipient).

(a) if to the FPS Company, to:

King's Quay FPS LLC
c/o ArcLight Capital Partners, LLC
200 Clarendon Street, 55th Floor
Boston, MA 02117
Attn: General Counsel
Telephone: (617) 531-6300
Email: N/A

and:

c/o Ridgewood King's Quay, LLC
1254 Enclave Parkway, Suite 600
Houston, TX 77077
Attn: David Jaben Commercial
Daniel Gulino – Senior Vice President
Telephone: (281) 293-8488
Email: djaben@ridgewood.com
dgulino@ridgewood.com

with a copy (which shall not constitute notice) to:

Consolidated Asset Management Services (Texas), LLC
910 Louisiana Street, Suite 2400
Houston, TX 77002
Attn: Greg Bobrow
Telephone: (713) 358-9702
Email: gbobrow@camstex.com

(b) if to the Lateral Company, to:

King's Quay Laterals LLC
c/o ArcLight Capital Partners, LLC
200 Clarendon Street, 55th Floor
Boston, MA 02117
Attn: General Counsel
Telephone: (617) 531-6300
Email: N/A

and:

c/o Ridgewood King's Quay, LLC
1254 Enclave Parkway, Suite 600
Houston, TX 77077
Attn: David Jaben Commercial
Daniel Gulino – Senior Vice President
Telephone: (281) 293-8488
Email: djaben@ridgewood.com
dgulino@ridgewood.com

with a copy (which shall not constitute notice) to:

Consolidated Asset Management Services (Texas), LLC
910 Louisiana Street, Suite 2400
Houston, TX 77002
Attn: Greg Bobrow
Telephone: (713) 358-9702
Email: gbobrow@camstex.com

(c) if to Producer, to:

Red Willow Offshore, LLC
1415 Louisiana Street, Suite 4000
Houston, TX 77002
Attn: Jason Hooten, President
Dan Richardson, CFO
Telephone: (281) 822-7509
Email: jhooten@rwpc.us; drichardson@rwpc.us

(d) if to Agent, to:

BBVA USA, 2200 Post Oak Blvd., 17th Floor
Houston, TX 77056
Attn: Kathleen Bowen
Telephone: 713-968-8273
Email: kathy.bowen@bbva.com

Until written notice is delivered by a Party to each other Party to the contrary, each Person named above with respect to each Party set forth above is designated as the representative of such Party for notice purposes.

7.13. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Texas, excluding any conflicts of law principles that would direct the substantive Law of another jurisdiction to apply.

7.14. Forum. **ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT EXCLUSIVELY IN ANY COURT OF APPROPRIATE JURISDICTION (FEDERAL OR STATE)**

IN HARRIS COUNTY, TEXAS, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT. WITHOUT PREJUDICE TO SERVICE IN ANY OTHER MANNER PERMITTED BY LAW, ANY WRIT OR OTHER NOTICE OF LEGAL PROCESS IN ANY SUCH ACTION WILL BE SUFFICIENTLY SERVED IF DELIVERED TO THE APPLICABLE PARTY DESIGNATED PURSUANT TO SECTION 7.12. THE PARTIES EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY.

7.15. Severability. Any term or provision of this Agreement that is deemed invalid or unenforceable by a court of competent jurisdiction shall be deemed ineffective only as to such jurisdiction and to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is deemed by a court of competent jurisdiction so broad as to be unenforceable, then such provision shall be construed only as strictly as is required to render such provision enforceable.

7.16. Remedies. Except to the extent that remedies are expressly limited herein, the rights and remedies provided for in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties whether provided by Law or equity, including specific performance. Except as otherwise expressly provided herein or in the Defense, Indemnity and Insurance Agreement, each Party shall be responsible for its own costs related to enforcing this Agreement, including reasonable attorneys' fees, court costs and settlement and arbitration expenses.

7.17. No Third-Party Beneficiary. Except as otherwise provided for in the Defense, Indemnity and Insurance Agreement, the Parties do not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.


7.18. Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns with respect to the Producer Loan Security Documents and Producer Project Agreements. Agent and/or the Producer Lenders may assign this Agreement in the same manner as it may assign its rights under the Producer Loan Security Documents or as set forth herein. Producer and each Owner may assign this Agreement in the same manner as it may assign its rights under the Producer Project Agreements. Should any Party change its name or merge with or into another entity, such merger or change in name shall not affect any of its rights or obligations hereunder.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be duly executed as of the date first written above.

AGENT:

BBVA USA
as Administrative Agent on behalf of the Producer
Lenders

By: 
Name: JULIA BARNHILL
Title: VICE PRESIDENT

FPS COMPANY:

KING'S QUAY FPS LLC,
a Delaware limited liability company

By: X 
Name: Daniel R. Revers
Title: President

LATERAL COMPANY:

KING'S QUAY LATERALS LLC,
a Delaware limited liability company

By:  _____
Name: Daniel R. Revers
Title: President

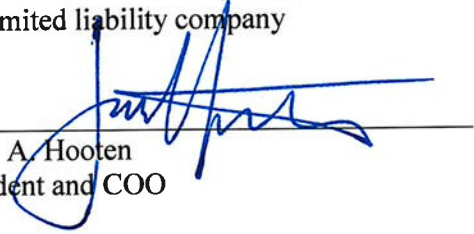
PRODUCER:

RED WILLOW OFFSHORE, LLC,
a Colorado limited liability company

By: _____

Name: Jason A. Hooten

Title: President and COO



ACKNOWLEDGMENT OF AGENT

STATE OF Texas

COUNTY OF Harris

BEFORE ME, the undersigned Notary Public duly commissioned and qualified in and for the aforesaid State and County, personally came and appeared JULIA BARNHILL, who being first duly sworn, declared and acknowledged unto me, Notary, and the undersigned witnesses, that he/she is VICE PRESIDENT of BBVA USA as Administrative Agent for the lenders party to that certain Amended and Restated Credit Agreement dated as of September 27, 2017, as amended from time to time, and that in such capacity and on behalf of BBVA USA he/she signed and executed the above and foregoing Subordination, Non-Disturbance and Attornment, that she had authority to sign such Subordination, Non-Disturbance and Attornment, and that said appearer acknowledged said instrument to be the free act and deed of said BBVA USA for the purposes and considerations expressed in such Subordination, Non-Disturbance and Attornment.

IN WITNESS WHEREOF, this instrument is executed in the presence of the undersigned witnesses and me, Notary, on this 12 day of March, 2021.

/s/ Julia Barnhill
Name: JULIA BARNHILL

/s/ Hassan Vaezian
NOTARY PUBLIC
Name: HASSAN VAEZIAN
Notary/Bar No.: 130035987
My Commission Expires: 11-24-2022



ACKNOWLEDGMENT OF FPS COMPANY

STATE/COMMONWEALTH OF Massachusetts


PARISH/COUNTY OF Suffolk

BEFORE ME, the undersigned Notary Public duly commissioned and qualified in and for the aforesaid State and County, personally came and appeared Daniel R. Revers, who being first duly sworn, declared and acknowledged unto me, Notary, and the undersigned witnesses, that he/ is the President of KING'S QUAY FPS LLC, a Delaware limited liability company, and that in such capacity and on behalf of such limited liability company, he signed and executed the above and foregoing Subordination, Non-Disturbance and Attornment, by authority of the members of said limited liability company, and said appearer acknowledged said instrument to be the free act and deed of said limited liability company for the purposes and considerations therein expressed.

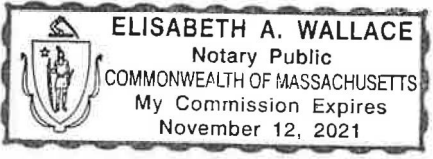
IN WITNESS WHEREOF, this instrument is executed in the presence of the undersigned witnesses and me, Notary, on this 17th day of March, 2021.

KING'S QUAY FPS LLC,
a Delaware limited liability company

By: X 
Name: Daniel R. Revers
Title: President



NOTARY PUBLIC
Name: Elisabeth A. Wallace
Notary/Bar No.: _____
My Commission Expires: _____



ACKNOWLEDGMENT OF LATERAL COMPANY

STATE/Commonwealth of Massachusetts


PARISH/COUNTY OF Suffolk

BEFORE ME, the undersigned Notary Public duly commissioned and qualified in and for the aforesaid State and County, personally came and appeared Daniel R. Revers, who being first duly sworn, declared and acknowledged unto me, Notary, and the undersigned witnesses, that he/she is the President of KING'S QUAY LATERALS LLC, a Delaware limited liability company, and that in such capacity and on behalf of such limited liability company, he signed and executed the above and foregoing Subordination, Non-Disturbance and Attornment, by authority of the members of said limited liability company, and said appearer acknowledged said instrument to be the free act and deed of said limited liability company for the purposes and considerations therein expressed.

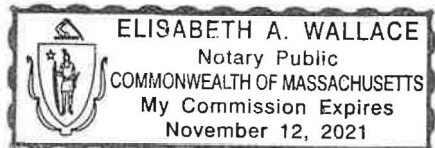
IN WITNESS WHEREOF, this instrument is executed in the presence of the undersigned witnesses and me, Notary, on this 17th day of March, 2021

KING'S QUAY LATERALS LLC,
a Delaware limited liability company

By: X 
Name: Daniel R. Revers
Title: President



NOTARY PUBLIC
Name: Elisabeth A. Wallace
Notary/Bar No.: _____
My Commission Expires: _____



ACKNOWLEDGMENT OF PRODUCER

STATE/Commonwealth of Colorado

PARISH/COUNTY OF La Plata

BEFORE ME, the undersigned Notary Public duly commissioned and qualified in and for the aforesaid State and County, personally came and appeared Jason A. Hooten, who being first duly sworn, declared and acknowledged unto me, Notary, that he is the President and COO of RED WILLOW OFFSHORE, LLC, a Colorado limited liability company, and that in such capacity and on behalf of such limited liability company, he signed and executed the above and foregoing Subordination, Non-Disturbance and Attornment, by authority of the members of said limited liability company, and said appearer acknowledged said instrument to be the free act and deed of said limited liability company for the purposes and considerations therein expressed.

IN WITNESS WHEREOF, this instrument is executed in the presence of the undersigned witnesses and me, Notary, on this 12 day of March, 2021.

RED WILLOW OFFSHORE, LLC,
a Colorado limited liability company

By: /s/ [Signature]
Name: Jason A. Hooten
Title: President and COO

SUZANNE P SINGLEY
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19944012648
MY COMMISSION EXPIRES SEP 11, 2022

/s/ [Signature]
NOTARY PUBLIC
Name: Suzanne P. Singley
Notary/Bar No.: 19944012648
My Commission Expires: 9-11-2022

SCHEDULE I

DEFINITIONS

“**Action**” means any action, appeal, petition, plea, charge, complaint, claim, suit, demand, litigation, arbitration, mediation, hearing, inquiry, investigation or similar event, occurrence or proceeding.

“**Affiliate**” means (a) with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Person, including any affiliated investment funds or any investment funds with a common principal advisor and (b) with respect to any natural person, any spouse, lineal descendants, parents or siblings of such natural person.

“**Agent**” is defined in the preamble of this Agreement.

“**Agreement**” is defined in the preamble of this Agreement.

“**Anchor Producer**” means any Person holding a Working Interest in either of the Anchor Prospects, from time to time.

“**Anchor Prospect**” means either of the Khaleesi Prospect or the Mormont Prospect.

“**Assignment of Overriding Royalty**” means any Assignment of Overriding Royalty to be entered into between Producer and a Project Facility Company pursuant to the Producer Project Agreements.

“**Base FPS**” means the floating production system for use in the Gulf of Mexico to be constructed, assembled, delivered, installed, commissioned and achieve First Commercial Production, as contemplated by the Design Specifications, the Project Management Agreement, the Development Plans for the Anchor Prospects and the Construction Contracts, which system will be designated as “King’s Quay” and located as an initial matter on Block 433B, Green Canyon, OCS Official Protraction Diagram, NG 15-03, Outer Continental Shelf, Gulf of Mexico, Offshore Louisiana (which is currently subject to that certain Oil & Gas Lease bearing Serial No. OCS-G35867), and which will be owned by the FPS Company and operated, maintained and repaired by the FPS Operator.

“**bbf**” or “**barrel**” means one barrel of forty-two (42) U.S. gallons of Oil.

“**BOEM**” means the Bureau of Ocean Energy Management or any agency or authority of the United States from time to time succeeding to any of its functions.

“**BOPD**” means barrels of Oil per Day.

“**Business Day**” means any Day other than a Saturday, Sunday or any Day on which banking institutions in Houston, Texas are required or authorized by Law to remain closed.

“Commercial Pipeline Delivery Point” means the point where Production is delivered from the Lateral Facilities to the downstream pipeline operators for disposition or sale of Production.

“Condensate” means those Hydrocarbons which remain in a liquid state after being subject to separation.

“Construction Contracts” shall have the meaning assigned to such term in the Producer Project Agreements.

“Control”, “Controls” or “Controlled by” means, with respect to any Person, the ability or power, directly or indirectly, through one or more intermediaries, to direct or cause the direction of the management of such Person, whether through ownership of voting securities, by contract or otherwise; *provided*, that a natural person cannot be “Controlled by” or “under common Control” with another Person.

“Day” means a period of twenty-four (24) consecutive hours beginning at 7:00 am, United States Central Time, or at such other time as the Parties mutually agree.

“Dedicated Interests” means (a) with respect to the Khaleesi Prospect, the “Khaleesi Dedicated Interests” (as defined in the Production Handling Agreement for such Prospect), (b) with respect to the Mormont Prospect, the “Mormont Dedicated Interests” (as defined in the Production Handling Agreement for such Prospect), and (c) with respect to any other Prospect, the equivalent term as defined in the Production Handling Agreement for such Prospect.

“Defense, Indemnity and Insurance Agreement” means that certain Defense, Indemnity and Insurance Agreement, dated as of March 17, 2021, by and among the Anchor Producers, the Prospect Operator for the Anchor Prospects, the Project Facility Companies, the FPS Operator, the Lateral Operator, the Project Manager and any Secondary Producers or Third Party Producers who hereinafter actually become party thereto.

“Design Specifications” shall have the meaning assigned to such term in the Producer Project Agreements.

“Development Plan” shall have the meaning assigned to such term in the Producer Project Agreements.

“Facilities Agreement” means that certain Facilities Agreement, dated as of March 17, 2021, by and among Owners, Producer and certain other Persons party thereto.

“First Commercial Production” means the date on which the last of the following occurs: (a) the Base FPS has been constructed, installed and commissioned pursuant to the Construction Contracts and the Project Management Agreement, (b) Production is delivered from an Anchor Prospect to the Base FPS and the Base FPS accepts such delivery and (c) the Base FPS delivers Hydrocarbons to the Lateral Facilities for delivery to the Commercial Pipeline Delivery Point.

“Forfeited Property” is defined in Section 2.1.

“**Forfeiture Event**” is defined in Section 2.1.

“**FPS**” means the Base FPS, along with any modification thereto.

“**FPS Company**” is defined in the preamble of this Agreement.

“**FPS Operating Agreement**” means that certain King’s Quay Floating Production System Operating Agreement, dated as of March 17, 2021, by and between the FPS Company and the FPS Operator.

“**FPS Operator**” means Murphy or any successor FPS Operator appointed under the FPS Operating Agreement.

“**Gas**” means any mixture of gaseous Hydrocarbons, consisting essentially of methane and heavier and liquefiable Hydrocarbons and inert and noncombustible gases which are extracted from the subsurface of the earth.

“**Gas Lateral Facilities**” means the gas lateral facilities to be attached to the FPS, with a planned capacity of 200,000 MCFPD, including all associated equipment, machinery, fixtures, materials, facilities and other assets, but excluding the Producer Topside Facilities.

“**Gas Transportation Agreement**” means each transportation agreement for the transportation of Production through the Gas Lateral Facilities, whether now existing or hereafter entered into, by and among the Lateral Company, Producer and any other Persons party thereto, including all schedules and exhibits thereto, as the same may be amended from time to time, with respect to an Anchor Prospect, the Samurai Prospect or any other Prospect subsequently dedicated to the Project Facilities.

“**Governmental Authority**” means any nation or government, any state or other political subdivision thereof and any entity or administrative authority, agency, court, tribunal, arbitrator, commission, board or bureau exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“**Hydrocarbons**” means the oil, gas and associated liquid and gaseous by-products (except helium) that may be produced from a well bore on a Prospect.

“**Khaleesi Prospect**” means and refers to the following offshore oil and gas leases, collectively:

(a) that certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 35862, effective as of August 1, 2016, between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al., as Lessees, covering all of Block 345, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760.00 acres, more or less;

(b) that certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 35864, effective as of August 1, 2016, between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al., as

Lessees, covering all of Block 389, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760.00 acres, more or less;

(c) that certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 35865, effective as of August 1, 2016, between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al., as Lessees, covering all of Block 390, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760.00 acres, more or less; and

(d) that certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 35868, effective as of August 1, 2016, between the United States of America, as Lessor, and Ridgewood Energy Corporation, et al., as Lessees, covering all of Block 434, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760.00 acres, more or less.

“Lateral Company” is defined in the preamble of this Agreement.

“Lateral Facilities” means the Oil Lateral Facilities and the Gas Lateral Facilities.

“Lateral Operating Agreement” means that certain Lateral Facilities Operating Agreement, dated as of March 17, 2021, by and between the Lateral Company and the Lateral Operator.

“Lateral Operator” means Murphy or any successor Lateral Operator appointed under the Lateral Operating Agreement.

“Law” means the statutes, laws, rules (including rules of common law and civil law), regulations, judgments, decrees, ordinances and orders of any Governmental Authority having jurisdiction, whether such Laws now exist or hereafter come into effect.

“Leases” means the mineral leases comprising the Anchor Prospects and, if subsequently dedicated to the Project Facilities, the Secondary Prospects and the Third Party Prospects.

“Lien” means any mortgage, pledge, lien (statutory or otherwise and including environmental and tax liens), security interest, easement, right of way, limitation, encroachment, covenant, claim, restriction, right, option, conditional sale or other title retention agreement, production payment agreement, right of first refusal, preferential right, overriding royalty, charge or encumbrance of any kind or nature (except for any restrictions arising under any applicable securities Laws).

“Mcf” means one thousand (1,000) cubic feet.

“MCFPD” means Mcfs of Gas per Day.

“Mormont Prospect” means and refers to that certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 35662, effective as of June 1, 2015, between the United States of America, as Lessor, and Houston Energy L.P., et

al., as Lessees, covering all of Block 478, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760.00 acres, more or less.

“**Murphy**” means Murphy Exploration & Production Company – USA, a Delaware corporation.

“**Oil**” means any mixture of Hydrocarbons, regardless of gravity, originally and naturally occurring as liquids at the wellhead and also distillate or other liquid Hydrocarbons recovered by use of conventional separators, including Condensate.

“**Oil Lateral Facilities**” means the oil lateral facilities to be attached to the FPS, with a planned capacity of 100,000 BOPD, including all associated equipment, machinery, fixtures, materials, facilities and other assets, but excluding the Producer Topside Facilities.

“**Oil Transportation Agreement**” means each transportation agreement for the transportation of Production through the Oil Lateral Facilities, whether now existing or hereafter entered into, by and among the Lateral Company, Producer and any other Persons party thereto, including all schedules and exhibits thereto, as the same may be amended from time to time, with respect to an Anchor Prospect, the Samurai Prospect or any other Prospect subsequently dedicated to the Project Facilities.

“**Owners**” is defined in the preamble of this Agreement.

“**Party**” and “**Parties**” are defined in the preamble of this Agreement.

“**Person**” means any natural or legal person, including any corporation, limited liability company, joint venture, association, joint stock company, general or limited partnership, trust, agency, association, organization, Governmental Authority or other entity.

“**Processing and Handling**” shall have the meaning assigned to such term in the Producer Project Agreements.

“**Producer**” is defined in the preamble of this Agreement.

“**Producer Credit Agreement**” is defined in the preamble of this Agreement.

“**Producer Dedicated Leases**” is defined in the recitals of this Agreement.

“**Producer Default Notice**” is defined in Section 3.

“**Producer Lender Party**” is defined in Section 4.3.

“**Producer Lenders**” is defined in the preamble of this Agreement.

“**Producer Lenders Cure Period**” is defined in Section 3.

“**Producer Loan Security Documents**” means, collectively, all security agreements, financing statements, mortgages, deeds of trust, assignments and other documents or instruments creating Liens in the assets of Producer now or hereafter executed in favor of the Producer Lenders.

“Producer Project Agreements” means each of the following documents to which Producer is or will become a party: (i) the Facilities Agreement and the Defense, Indemnity and Insurance Agreement and (ii) for each Anchor Prospect and Secondary Prospect in which Producer owns a Working Interest, a Production Handling Agreement, a Gas Transportation Agreement and an Oil Transportation Agreement, and (iii) for each Anchor Prospect, an Assignment of Overriding Royalty, in each case among Producer, the Owner of the applicable Project Facilities and any other Persons party thereto.

“Producer Topside Facilities” means all equipment, machinery, fixtures, materials, facilities or other assets that are (a) located on and part of the FPS as a result of the declaration in the applicable Production Handling Agreement that they become part of the FPS upon installation; (b) used in connection with the delivery or processing of Production; (c) downstream from the incoming flange for a Prospect at the attachment to the FPS, which are or may be described in the applicable Production Handling Agreement; and (d) in addition to the topside equipment, machinery, fixtures, materials or other assets that consist of and comprise the Base FPS.

“Production” means the Oil, Gas and/or Condensate delivered to the FPS by any Person that owns Hydrocarbons that are delivered to the FPS for Processing and Handling and then transported through the Lateral Facilities.

“Production Handling Agreement” means each production handling agreement for the Processing and Handling of Production on the FPS, whether now existing or hereafter entered into, by and among the FPS Company, the applicable Prospect Operator, the FPS Operator, Producer and any other Persons party thereto, including all schedules and exhibits thereto, as the same may be amended from time to time, with respect to the Anchor Prospects or any other Prospects subsequently dedicated to the Project Facilities, including the Samurai PHA.

“Project Facilities” means, collectively, the FPS and the Lateral Facilities.

“Project Facility Company” means either the FPS Company or the Lateral Company.

“Project Management Agreement” means that certain Project Management Agreement, dated as of March 17, 2021, by and among the Project Manager, the FPS Company and the Lateral Company.

“Project Manager” means Murphy or any successor Project Manager appointed under the Project Management Agreement.

“Property” is defined in the recitals of this Agreement.

“Prospect” means any Oil and Gas lease, or any portion or combination thereof, which is dedicated to the FPS pursuant to a Production Handling Agreement or to the Lateral Facilities pursuant to a Transportation Agreement.

“Prospect Operating Agreements” means all operating agreements among Producers and the applicable Prospect Operator in connection with their respective Prospects.

“Prospect Operator” means the Person designated from time to time under a Prospect Operating Agreement as the operator of a Prospect.

“Provisional Producer Default Notice” is defined in Section 3.

“Samurai PHA” means that certain Deepwater Production Handling and Operating Services Agreement, dated effective as of July 25, 2019, originally by and among Murphy, Ridgewood King’s Quay, LLC and ILX Prospect King’s Quay, LLC, as Owners, and Murphy and BHP Billiton Petroleum (Deepwater) Inc., as Producers, as amended (including the amendments set forth in the Samurai PHA Assignment Agreement).

“Samurai Prospect” means and refers to the following offshore oil and gas leases, collectively:

(a) that certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 32504, effective as of June 1, 2008, between the United States of America, as Lessor, and Anadarko E&P Company LP, et, al., as Lessees, covering all of Block 432, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760.00 acres, more or less; and

(b) that certain Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 36910, effective as of August 1, 2020, between the United States of America, as Lessor, and Ridgewood Energy Corporation and Murphy, as Lessees, covering all of Block 476, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760.00 acres, more or less.

“Secondary Producer” means any Person holding a Working Interest in any of the Secondary Prospects from time to time.

“Secondary Prospects” means the Prospects described on Exhibit B-3 to the Facilities Agreement, as updated from time to time pursuant to the terms of the Facilities Agreement.

“Third Party Producer” means any Person holding a Working Interest in any of the Third Party Prospects, from time to time.

“Third Party Prospect” means any Prospect other than an Anchor Prospect, the Samurai Prospect or a Secondary Prospect.

“Transfer of the Property” is defined in Section 4.3.

“Transportation Agreement” means any Oil Transportation Agreement or Gas Transportation Agreement.

“Working Interest” means an interest in a Hydrocarbon lease that (a) gives the owner of the interest the right to drill and produce Hydrocarbons from the leased acreage and to share in any resulting Hydrocarbon production, (b) gives the owner of the interest the right to market, gather, treat, process and transport the Hydrocarbons and (c) obligates the owner of the interest to pay a share of the costs of Hydrocarbon-related operations.