



April 3, 2020

RECEIVED, ACKNOWLEDGED, AND FILED

United States Department of the Interior
BOEM GOMR Office of Leasing and Plans
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394
Attn: Adjudication Unit

YOLANDA
WINSLOW Digitally signed by
YOLANDA WINSLOW
Date: 2020.04.06
11:32:35 -05'00'

RE: Non-Required Filing
Assignment of Operating Rights Interest
Green Canyon Block 200 OCS-G 12209

Ladies and Gentlemen:

Please find attached one copy of that certain Assignment of Operating Rights Interest effective as of January 14, 2019 by and between Fieldwood Energy Offshore LLC (03035) as Assignor and Red Willow Offshore, LLC (02668) as Assignee (the "Assignment").

We submit the Assignment to the Bureau of Ocean Energy Management for "filing purposes only" and kindly ask that it be recorded in the files maintained for the above referenced lease under the document type described as Category 7 – Contracts, Agreements, and Conveyances. We ask that one stamped copy of the recorded Assignment be returned to the undersigned.

Also attached is a pay.gov receipt in the amount of \$29.00 for applicable filing fees.

Please do not hesitate to contact me at 713-969-1237 or at lacy.clark@fwellc.com should you have any questions regarding this transmittal.

Kind regards,
Fieldwood Energy Offshore LLC

A handwritten signature in blue ink that reads "Lacy Clark".

Lacy Clark

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

Received From :

Attn: LACY CLARK
FIELDWOOD ENERGY LLC
2000 W SAM HOUSTON PKWY S
SUITE 1200
HOUSTON, TX 77042

First VENDOR

FIELDWOOD ENERGY OFFSHORE L L C

First VENDEE

RED WILLOW OFFSHORE L L C


Index Type : CONVEYANCES
Type of Document : ASSIGNMENT
Recording Pages : 8

File # : 1600729

Book : 2600 **Page :** 590

Recorded Information

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


Clerk of Court

CLERK OF COURT
THERESA A. ROBICHAUX
Parish of Terrebonne

I certify that this is a true copy of the attached document that was filed for registry and
Recorded 03/24/2020 at 10:49:32
Recorded in Book 2600 Page 590
File Number 1600729

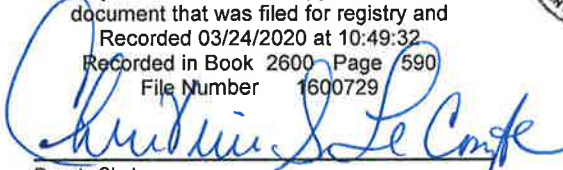


On (Recorded Date) : 03/24/2020

At (Recorded Time) : 10:49:32AM



Doc ID - 014996070008


Deputy Clerk

Return To : Attn: LACY CLARK
FIELDWOOD ENERGY LLC
2000 W SAM HOUSTON PKWY S
SUITE 1200
HOUSTON, TX 77042

**ASSIGNMENT OF OPERATING RIGHTS INTEREST
[Aspen J Sand, Deep P, Deep Q, PT and PT 2 Sand]**

OCS-G 12209

ASSIGNOR: Fieldwood Energy Offshore LLC
A Delaware Limited Liability Company
2000 West Sam Houston Parkway, South
Suite 1200
Houston, Texas 77042

ASSIGNEE: Red Willow Offshore, LLC
A Colorado Limited Liability Company
1415 Louisiana Street, Suite 4000
Houston, Texas 77002

Serial Number: OCS-G 12209

Lease Legal Description: Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act dated effective May 1, 1990, by and between United States of America as Lessor, and Marathon Oil Company, as Lessee, described as All of Block 200, Green Canyon, OCS Official Protraction Diagram, NG 15-03, containing 5,760.00 acres (the "Lease").

Interest conveyed:

An undivided sixteen and sixty-six thousand six-hundred sixty-seven one hundred thousandths percent of eight-eighths (16.66667% of 8/8ths) operating rights interest in Federal Oil & Gas Lease OCS-G 12209 insofar and only insofar as it covers the NW1/4 SE1/4;SW1/4 NE1/4;E1/2 SE1/4 NW1/4;S1/2 NE1/4 NW1/4;W1/2 E1/2 SE1/4;NE1/4 SW1/4 SE1/4;SW1/4 NW1/4 NE1/4 (the "Assignment Area") all from surface to 17,518' TVDSS which is 100 feet below the total depth of the OCS-G 12209 TA9 ST1 BP1 well (API No. 60-811-40716-03), and as it relates to the aliquots and depths located below the base of the Aspen J Sand (as defined in the Participation Agreement) the Assignment Area is further limited to those areas on the western side of the salt weld (the "**TA 9 ST1 Well Prospect Area**").

Assignor and Assignee acknowledge and agree that the Assignor currently is carrying proved booked reserves associated with an attic location in the structural high on the eastern side of the salt weld in the Troika field targeting the S-9/S-10, S-7 and S-4 Sands which Assignor plans to develop and produce through the sidetracking of one or more of Assignor's existing Troika field wells (the Troika PUD"). The Troika PUD area is limited to the updip stratigraphic equivalent of the top of the S-4 Sand as seen in the GC 200 BP Exploration OCS-G 12209 #2 well also known as the BP Exploration TA003 Well, API# 60-811-40218-00 as seen in the Schlumberger CDR well log at 16,255' MD, 14,792' TVD to the updip stratigraphic equivalent of the base of the S-10 Sand hydrocarbon bearing zone as seen in the GC 200 BP Exploration OCS-G 12209 #2 also known as the BP Exploration TA003 Well, API

No. 60-811-40218-00 as seen in the Schlumberger CDR well log at 16,956' MD, 15,400' TVD and insofar as to the E/2 SE/4 SE/4 and the E/2 W/2 SE/4 SE/4 of the Lease. For the avoidance of doubt, Assignor and Assignee agree that the resources and reserves in the Troika PUD are not the subject of, and are expressly excluded from this Assignment.

By this instrument, the Assignor identified above, in return for ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns to the above identified Assignee, subject to the further provisions hereof, an undivided sixteen and sixty-six thousand six-hundred sixty-seven one hundred thousandths percent of eight-eighths (16.66667% of 8/8ths) operating rights interest in the Lease, insofar and only insofar as said lease covers the TA 9 ST1 Well Prospect Area.

Assignor hereby reserves unto itself a five percent of eight-eighths (5% of 8/8ths) overriding royalty interest ("ORRI") in and to the oil and gas produced from the operating rights interest assigned hereunder. Assignor and Assignee hereby agree that for the purposes of clarification and satisfaction of Assignor's reserved ORRI after proportionate reduction (i.e. 5% of 8/8ths X 16.66667%), Assignee shall tender 0.83333% of 8/8ths of total production from the TA 9 ST1 Well Prospect Area to Assignor. The ORRI created herein shall be subject to the following terms and conditions:

- (i) The ORRI shall be free and clear of all costs of exploring, operating, developing, producing and maintaining the TA 9 ST1 Well Prospect Area in force and effect, abandoning the TA 9 ST1 Well Prospect Area and all costs of compressing, dehydrating, treating or otherwise rendering the production therefrom marketable, except the proportionate share of any transportation charges, severance, excise and other like taxes applicable to such interests, and any other costs deductible from the lessor's royalty under the terms of Federal Oil and Gas Lease OCS-G 12209. Such ORRI shall be delivered in kind at the outlet of the sales meter located on Assignor's operated platform at Green Canyon Block 65 ("Bullwinkle Platform");
- (ii) The ORRI shall be free and clear of all royalty burden but shall be computed, and shall be due and payable and administered, in the same manner and in accordance with the regulations applicable to the federal lessor's royalty, except that the ORRI shall not be applicable to production lost or utilized in the operations for the TA 9 ST1 Well Prospect Area, and no royalty suspension will apply such that any such BOEM provisions granting royalty relief on production shall not apply to the calculation or payment of the ORRI;
- (iii) The assignment and conveyance of the ORRI shall never be deemed as imposing any obligation upon Assignor or Assignee, or its respective successors or assigns, if any, to conduct or participate in any drilling operations whatsoever upon the Lease, or to maintain or continue to participate in any such operations once begun, or to continue production of oil or gas after once established, nor to protect the Lease from drainage, nor to maintain the Lease in effect by payment of delay rentals, minimum royalties, drilling operations or otherwise, but Assignor/Assignee's election to participate in operations, if any, on the Lease and the extent and duration thereof, as well as the preservation

of the Lease by rental payments or otherwise, shall be solely at the will of Assignor or Assignee, as applicable, and the ORRI hereby conveyed shall be paid only if and when there is any production from the Lease in accordance with the terms hereof;

- (iv) Assignor/Assignee shall have the right and power to combine, pool, co-develop or unitize the Lease, or any portion thereof, and the leasehold estate and overriding royalty ownership therein, including the ORRI conveyed hereby, with other lease(s) in the vicinity thereof when and as often as in Assignor/Assignee's judgment it is necessary or advisable to do so in order to properly explore, develop and operate the Lease to facilitate the orderly development of the Lease or to comply with the requirements of any law or governmental order or regulation relating to the spacing of wells for proration of the production therefrom. In such event, for purposes of computing the ORRI conveyed hereby, there shall be allocated to said ORRI included in such future pool or unit a pro rata portion of the oil, gas and other minerals produced from the pool or unit on the same basis that the production from the pool or unit is allocated to the Lease under the unit or other agreement covering the Lease. It is agreed that Assignor shall receive with respect to the ORRI, and will accept, on production from a future pool or unit so pooled or unitized, only such proportion of the ORRI as is allocated to the Lease. The interest in any such future pool or unit attributable to the ORRI included therein shall be subjected to said ORRI in the same manner and with the same effect as if such future pool or unit and the interest of Assignor therein were specifically described in this Assignment. It is understood and agreed that no formal pooling or declaration need be filed with respect to any such future pool or unit, but only that the Lease so subjected to a pool, unit or other cooperative agreement for the development of a common reservoir is as may be approved by the respective lessor; and
- (v) Notwithstanding anything herein to the contrary, the ORRI shall apply to, and only apply to, oil, gas and associated liquid hydrocarbons saved and available from or attributable to the TA 9 ST1 Well Prospect Area and shall not apply to: (i) oil, gas and associated liquid hydrocarbons lost, including as a result of a blowout or other uncontrolled flow above the seabed; (ii) oil and gas flared or vented with volumes measured and adjusted for the platform and/or the Bureau of Safety and Environmental Enforcement (BSEE) commingling approval; (iii) oil and gas used as fuel on the platform in support of producing, handling, transporting, and processing the oil and gas derived from or attributable to the TA 9 ST1 Well Prospect Area with volumes measured and adjusted in accordance with any measurement and allocation agreement for the platform / infrastructure and/or BSEE commingling approval; and (iv) benefits from other than the oil, gas and associated liquid hydrocarbons or the proceeds therefrom accruing to Assignee as a result of its ownership in the TA 9 ST1 Well Prospect Area or contracts applicable thereto, including, but not limited to, payments received pursuant to production handling agreements and platform space

agreements, insurance settlement, and take or pay payments or settlement under or relating to gas sales contracts, contract buydowns and the like; and

TO HAVE AND TO HOLD the interest conveyed unto the Assignee, its successors and assigns, forever, subject to and in accordance with all the terms and provisions of the Lease and subject to the limitations, exceptions, reservations and conditions set forth in this document.

This Assignment is subject to the following (the "Permitted Encumbrances"):

Participation Agreement dated January 14, 2019 by and between Fieldwood Energy Offshore LLC and Red Willow Offshore, LLC as amended by that certain Amendment to Participation Agreement (the "Participation Agreement").

Operating Agreement dated January 14, 2019 by and between Fieldwood Energy Offshore LLC, Red Willow Offshore, LLC and Talos Energy Offshore LLC.

Unitization Agreement for Outer Continental Shelf Exploration, Development and Production Operations on the Green Canyon Block 244 Unit, Block 200, 201, 244, 245 Green Canyon, Offshore Louisiana, Contract No. 754393016 dated effective June 15, 1993, as heretofore amended and ratified by Red Willow Offshore, LLC.

Agreement for Subsea Production System Initial Line Fill/Oil Circulation/Pigging/Blowdown Operations dated entered into February 7, 2000 but effective January 1, 2000.

This Assignment is delivered without warranty of title, express or implied, except as to persons claiming by, through or under the Assignor, but not otherwise, and to the extent of the interest conveyed, this assignment is made with full substitution and subrogation of Assignee in and to all covenants and warranties Assignor has against third parties.

Assignor warrants and represents that the interest conveyed is not subject to any mortgages or royalty obligations created by, through or under Assignor other than the Lessor's royalty and the Assignor's ORRI.

This Assignment and the rights, titles, interest and obligations assigned, reserved, excepted, or retained in this Assignment, shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Assignor and Assignee. The covenants, obligations and agreements contained in this Assignment shall be construed as covenants running with the interest conveyed in the Lease.


This Assignment is made effective as of January 14, 2019 at 7:00 am local time where the Lease is located, subject to approval by the Bureau of Ocean Energy Management, United States Department of the Interior.

This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

In connection with the execution of this Assignment, Assignor and Assignee have also executed a transfer document utilizing Form BOEM-0151 for submittal to and approval by the Bureau of Ocean Energy Management of the United States Department of the Interior. Such Form BOEM-0151 is not intended to convey any additional operating rights interest in and to the Lease other than that specified in this Assignment.


IN WITNESS WHEREOF, the Assignor and Assignee have executed, delivered and accepted this Assignment as of the dates set forth below.

WITNESSES:



Lauren Jones


Printed Name



Michelle Maury


Printed Name

WITNESSES:



Richard L. Smith

Printed Name



Dan Greaser

Printed Name

ASSIGNOR:


Fieldwood Energy Offshore LLC



John H. Smith
Vice President

ASSIGNEE:

Red Willow Offshore, LLC



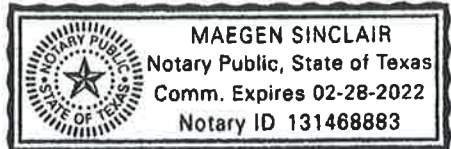
Richard L. Smith
Executive Vice President - Offshore

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John H. Smith, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of Fieldwood Energy Offshore LLC, a Delaware limited liability company, and acknowledged to me that he executed the same for and on behalf of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 27 day of February, 2020.



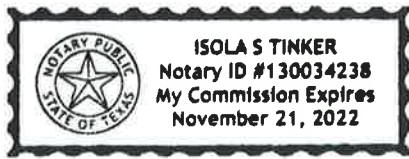
Maegen Sinclair

Notary Public - State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Richard L. Smith, known to me to be the person whose name is subscribed to the foregoing instrument as Executive Vice President - Offshore of Red Willow Offshore, LLC, a Colorado limited liability company and acknowledged to me that he executed the same for and on behalf of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 24th day of February, 2020.



Isola S. Tinker

Notary Public - State of Texas