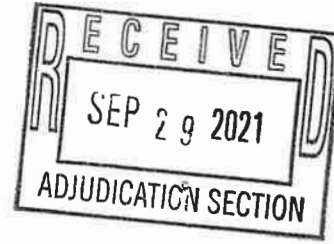


Shannon S. Bertino sbertino@velaw.com  
Tel +1.214.661.7324 Fax +1.214.220.7716



September 23, 2021

**VIA FEDEX**

Bureau of Ocean Energy Management  
1201 Elmwood Park Blvd.  
New Orleans, Louisiana 71023-2394

Re: Natixis, New York Brank, as Security Agent – Partial Releases

Dear Filing Clerk:

In connection with the referenced transaction, enclosed for filing please find two (2) copies of that certain UCC-3 Financing Statement Amendment as more particularly described below:

**Category:** 3 - UCC Filings and Financing Statements

**Name of Document:** State of Mississippi, Uniform Commercial Code – Financing Statement Amendment UCC-3

**Assignor:** ILX Prospect Durango LLC, as Debtor

**Assignee:** Natixis New York Branch, as Secured Party

**Lease Nos.:** OCS Leases 31498, 34421, 34886.

I have also enclosed my “pay.gov” online payment receipts. Please file the enclosed document in your office and return a file-stamped copy to me in the self-addressed, postage-paid envelope provided.

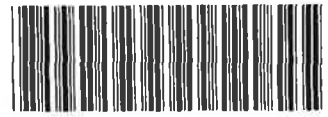
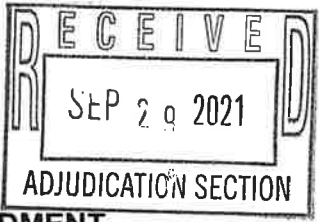
Should you have any questions or need anything further to file the enclosed document, please feel free to contact me toll-free at (800) 833-1592 ext. 7324.

Sincerely,

  
Shannon S. Bertino

Enclosures

60



### UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**Brandie M. Martin 713-222-3093 (on behalf of E Banse)**

B. E-MAIL CONTACT AT FILER (optional)  
**brandie.martin@bracewell.com**

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**WHEN RECORDED RETURN TO:**

**STRATEGIC RESEARCH, LLC.  
 dba RECORD-CHECK SERVICES  
 560 Colonial Rd. #203  
 Memphis, TN 38117**

202119464 60 PGS

OFFICIAL RECORDS JACKSON COUNTY  
 Josh Eldridge  
 CHANCERY CLERK  
 RECORDING FEE: \$81.00  
**#202119464 BK:3815 PG:767-826**  
 07/29/2021 08:41:26 AM 60 PGS  
 RVANHORN, DC Rept#20375

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**201906001, BK 27, PG 388-426; FILED 3/25/2019**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
 Check one of these two boxes: **AND** Check one of these three boxes to:  
 This Change affects  Debtor or  Secured Party of record  CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:

**THIS FINANCING STATEMENT AMENDMENT IS BEING FILED TO RELEASE EACH ASSIGNED INTEREST DEFINED AND DESCRIBED IN THE PARTIAL RELEASE OF LIEN ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES AS EXHIBIT A.**

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
 If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
**NATIXIS, NEW YORK BRANCH, AS SECURITY AGENT AND SECURED PARTY**

OR

9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:  
**JACKSON CO., MS; 0060914.000044; #8088246**

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form  
**201906001, BK 27, PG 388-426; FILED 3/25/2019**

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME <b>NATIXIS, NEW YORK BRANCH, AS SECURITY</b>	
<b>AGENT AND SECURED PARTY</b>	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME <b>ILX PROSPECT LA FEMME, LLC</b>			
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

**ADDITIONAL DEBTORS:  
 ILX PROSPECT MUDBUG, LLC, and  
 ILX PROSPECT PRALINE, LLC,**

15. This FINANCING STATEMENT AMENDMENT:  
 covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in Item 17  
 (if Debtor does not have a record interest):

17. Description of real estate

**SEE EXHIBIT A ATTACHED HERETO AND  
 INCORPORATED HEREIN FOR ALL PURPOSES.**

18. MISCELLANEOUS:

**EXHIBIT A**

**Partial Release of Lien**

[See attached.]

Space Above Line For Official Use Only

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**Instrument Prepared By and Return To:**

Ridgewood Energy Corporation  
1254 Enclave Parkway Suite 600  
Houston, Texas 77077  
Attn: Fritz L. Spencer, III  
(281) 293-7122

**Mortgagor's Name and Address:**

ILX Prospect LaFemme, LLC  
ILX Prospect Mudbug, LLC  
ILX Prospect Praline, LLC  
c/o Riverstone Holdings, LLC  
712 Fifth Avenue, 19<sup>th</sup> Floor  
New York, NY 10019

**Mortgagee's Name and Address:**

Natixis, New York Branch, as Security Agent  
1251 Avenue of the Americas, 5<sup>th</sup> Floor  
New York, NY 10020  
Attn: Frederic Bouley

**Indexing Instructions to the Chancery Clerk of Jackson County, Mississippi:**

Index in General Index to Deeds of Trust, Indefinite Records and Outer Continental Shelf/Offshore Records.

Marginal Notation: Book 27 at Page 351, Instrument 201906000

This PARTIAL RELEASE OF LIEN (this "Partial Release of Lien") is made effective as of July 21, 2021, by NATIXIS, NEW YORK BRANCH, as security agent (in such capacity, the "Security Agent"), whose address is 1251 Avenue of the Americas, 5<sup>th</sup> Floor, New York, NY 10020, in favor of ILX Prospect La Femme, LLC, ILX Prospect Mudbug, LLC, and ILX Prospect Praline, LLC, each, a Delaware limited liability company (collectively, "Mortgagor"), whose address is c/o Riverstone Holdings, LLC, 712 Fifth Avenue, 19<sup>th</sup> Floor, New York, NY 10019.

#### R E C I T A L S

A. Mortgagor executed and delivered to Suzanna Baker, as Trustee, for the benefit of the Security Agent, that certain Deed of Trust, Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement, dated as of March 20, 2019 (the "Mortgage"), filed on **March 25, 2019**, and duly recorded in **Book 27, Pages 351-387, Instrument 201906000**. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Mortgage.

B. The Mortgage covers and encumbers, among other property (both real and personal) each Assigned Interest (as defined in each Assignment). As used herein, "Assignment" means the documents listed on Annex I.

C. Security Agent is the legal and equitable owner and holder of the Mortgage, and the Beneficiaries are the legal and equitable owners and holders of the indebtedness secured thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Security Agent has **RELEASED** and **DISCHARGED**, and by these presents does hereby **RELEASE** and **DISCHARGE** all rights, titles and interests and all liens and security interests held by Security Agent in and to each Assigned Interest (as defined in each Assignment (as defined below)) and all improvements, fixtures and other personal property located thereon, which liens and security interests are created, evidenced, and secured by, or arising under, the Mortgage, **BUT, TO THE EXTENT, AND ONLY TO THE EXTENT**, such Assigned Interest is specifically described in each Assignment attached hereto, and that all other rights, titles and interest of the Security Agent in property other than each Assigned Interest and the improvements, fixtures and other personal property located thereon are unaffected by this Partial Release of Lien. It is understood and agreed that this is a partial release only and shall not release any lien or security interest held by Security Agent in any property other than each Assigned Interest and the improvements, fixtures and other personal property located thereon to the extent described above.


[Signature Page Follows]

Executed on the date of acknowledgment below.

LENDER:

NATIXIS, NEW YORK BRANCH

By: Lisa Wong  
Its: Director

  
\_\_\_\_\_  
Lisa Wong  
Director

By: Hana Beckles  
Its: Director

  
\_\_\_\_\_  
Hana Beckles  
Director

STATE OF NEW YORK  
COUNTY OF NEW YORK

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of July, 2021, within my jurisdiction, the within named Lisa Wong, of Natixis, New York Branch, and Hana Beckles, of Natixis, New York Branch, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacities, and that by his/her/their signatures on the instrument, and as the act and deed of the persons or entities upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

  
\_\_\_\_\_  
(NOTARY PUBLIC)

My commission expires:

October 14, 2024

(Affix official seal, if applicable)

HAYLEY T. ALLIS  
Notary Public, State of New York  
No. 01AL6194854  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires October 14, 2024



## **ANNEX I**

### **Assignment**

1. That certain Bill of Sale and Assignment of Record Title Interest, effective January 1, 2021, from ILX Prospect LaFemme, LLC, as assignor, to ILX III Prospect Holdings, LLC, as assignee, attached hereto as Exhibit A,
2. That certain Bill of Sale and Assignment of Record Title Interest, effective January 1, 2021, from ILX Prospect Praline, LLC, as assignor, to ILX III Prospect Holdings, LLC, as assignee, attached hereto as Exhibit B, and
3. That certain Bill of Sale and Assignment of Record Title Interest, effective January 1, 2021, from ILX Prospect Praline, LLC, as assignor, to ILX III Prospect Holdings, LLC, as assignee, attached hereto as Exhibit C.

**EXHIBIT A**

**Bill of Sale and Assignment of Record Title Interest**

[See attached.]

**BILL OF SALE AND ASSIGNMENT OF RECORD TITLE INTEREST**

**THE UNITED STATES OF AMERICA**

**OUTER CONTINENTAL SHELF**

**WHEREAS**, pursuant to this Bill of Sale and Assignment of Record Title Interest (this “Assignment”), **ILX Prospect La Femme, LLC (“ILX”)**, a Delaware limited liability company, having offices at 712 Fifth Avenue, 36<sup>th</sup> Floor, New York, New York 10019 (hereinafter called “Assignor”) wishes to grant, bargain, transfer, sell, assign and convey unto **ILX III Prospect Holdings, LLC (“ILX III”)**, a Delaware limited liability company, having offices at 712 Fifth Avenue, 36<sup>th</sup> Floor, New York, New York 10019 (hereinafter called “Assignee”), an undivided 4.82145% of 8/8ths record title interest in and to the following (collectively the “Assets”):

1. That certain Oil and Gas Lease of Submerged Lands, bearing serial number OCS-G 31498, dated effective as of February 1, 2008, by and between the United States of America, as Lessor, and Stone Energy Corporation, as Lessee, covering all of Block 427, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, (the “Lease”).
2. All pooled, communitized or unitized acreage or rights which includes or constitutes all or part of the Lease or any Wells (the “Units”), and all tenements, hereditaments and appurtenances belonging to the Lease and Units.
3. Any and all wells located on, under or within the Lease or Units (the “Wells”), in each case whether producing, non-producing, permanently or temporarily plugged and abandoned.
4. All fixture, equipment, pipelines, well heads, casing or similar equipment, in each case, appurtenant to the Assets or used in connection with the ownership or current/future operation of the Assets or the production, treatment, sale or disposal of hydrocarbons (the “Equipment”).

5. All (i) oil, gas or other hydrocarbons in, on, under or that may be produced from or attributable to the Lease, Units or Wells on or after the Effective Time (as defined below), (ii) oil, gas or other hydrocarbon inventories of Assignor from the Lease, Units or Wells located in storage or existing in pipelines, plants and/or tanks (including inventory and line and tank fill) as of the Effective Time, and (iii) all pipeline imbalances and well imbalances relating to the Lease, Units or Wells and allocable to Assignor as of the Effective Time.
6. The Applicable Contracts (as defined below).
7. All of the files, records and data directly relating to the Lease, Units, Wells, Applicable Contracts and Equipment including, without limitation, land and lease files, well files, title records, prospect information, contracts, all logs including electric logs, core data, pressure data and decline curves and graphical production curves, operational records, technical records, production and processing records, accounting files and contract files, and all related materials in the possession or control of Assignor or its affiliates, pertaining to the Assets (collectively, the “Records”).

**NOW, THEREFORE**, effective as of January 1, 2021 (the “**Effective Time**”), for and in consideration of the mutual advantages and benefits accruing to the parties hereto and for One Thousand and No/100 Dollars (\$1,000) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and further in consideration of the mutual covenants and conditions herein contained, Assignor does hereby **GRANT, BARGAIN, TRANSFER, CONVEY, SELL and ASSIGN** to Assignee an undivided 4.82145% of 8/8ths record title interest in and to the Assets (the “**Assigned Interest**”).

Assignor represents and warrants to Assignee that the Assigned Interest is free and clear of all liens and encumbrances other than those expressly provided for in the Operating Agreement and other Applicable Contracts, with no lease burdens other than the lessor’s royalty as provided in the Lease and the overriding royalty interests and carried working interest reserved (as defined below).

Assignee assumes, and agrees to be bound by, all of the obligations and liabilities of Assignor as to the Assigned Interest herein assigned, to the extent such obligations and liabilities arise from or relate to events accruing on or after the effective date hereof (the “**Assumed**

**Obligations**”). This Assignment is made subject to the Assigned Interest share of all of the terms, conditions, obligations and other provisions contained in all agreements that are binding on the other Assets or that relate to the ownership or operation of the other Assets (the “**Applicable Contracts**”), including, but not limited to, the following documents to the extent attributable to the Assigned Interest:

1. The terms, provisions and conditions of the Lease.
2. Wellbore Agreement dated June 30, 2008, between Newfield Exploration Gulf Coast, LLC and LLOG Exploration Offshore, L.L.C., as Sellers, and Stone Energy Corporation, as Purchaser.
3. Amended and Restated Program Agreement, by and between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation dated effective October 1, 2009, as amended.
4. Assignment and Bill of Sale dated effective January 1, 2011, between Stone Energy Corporation, as Assignor, to Stone Energy Offshore, L.L.C., as Assignee, recorded in Plaquemines Parish, LA under File Number: 2011-00000419, Book 1240, Page 234.
5. Assignment of Record Title Interest dated effective November 1, 2014, between Stone Energy Offshore, L.L.C., as Assignor, and LLOG Bluewater Holdings, L.L.C. and LLOG Exploration Offshore, L.L.C., as Assignees, recorded in Plaquemines Parish, LA under File Number: 2014-00005081, Book 1331, Page 316.
6. Assignment of Overriding Royalty Interest dated effective November 1, 2014, between LLOG Bluewater Holdings, L.L.C., and LLOG Exploration Offshore, L.L.C., as Assignors, and Stone Energy Offshore, L.L.C., as Assignee, recorded in Plaquemines Parish, LA under File Number: 2015-00000095, Book 1333, Page 706.
7. Assignment of Operating Rights Interest dated effective November 1, 2014, between LLOG Bluewater Holdings, L.L.C., and LLOG Exploration Offshore, L.L.C., as Assignors, and Stone Energy Offshore, L.L.C., as Assignee, recorded

- in Plaquemines Parish, LA under File Number: 2015-00000356, Book 1335, Page 193.
8. Assignment of Record Title Interest dated effective November 1, 2014, between LLOG Bluewater Holdings, L.L.C. and LLOG Exploration Offshore, L.L.C., as Assignors, and Ridgewood Institutional II Prospective Leases, LLC, et al, recorded in Plaquemines Parish, LA under File Number: 2015-00003654, Book 1347, Page 682.
  9. Assignment of Oil and Gas Lease dated effective November 1, 2014, between Ridgewood Institutional II Prospective Leases, LLC, and ILX Prospective Leases II, LLC, as Assignors, and Ridgewood La Femme, LLC and ILX Prospect La Femme, LLC, as Assignees, recorded in Plaquemines Parish, LA under File Number: 2016-00002025, Book 1359, Page 221.
  10. Assignment of Overriding Royalty Interest and Carried Working Interest dated effective November 2, 2014, between Houston Energy, L.P., et al, as Assignors, and HE&D Offshore, L.P., recorded in Plaquemines Parish, LA under File Number: 2015-00004180, Book 1349, Page 576.
  11. Assignment of Overriding Royalty Interest dated effective November 2, 2014, between Houston Energy, L.P. et al, as Assignors, and TGS-NOPEC Geophysical Company, recorded in Plaquemines Parish, LA under File Number: 2017-00001860, Book 1379, Page 293.
  12. Act of Correction to Assignment of Oil and Gas Lease dated effective November 1, 2014, between Ridgewood Institutional II Prospective Leases, LLC and ILX Prospective Leases II, LLC, as Assignors, and Ridgewood La Femme, LLC and ILX Prospect La Femme, LLC, as Assignees, recorded in Plaquemines Parish, LA under File Number: 2018-00002728, Book 1400, Page 36.
  13. Assignment of Wellbore and Bill of Sale dated effective November 12, 2014, between Stone Energy Offshore, L.L.C., as Assignor to LLOG Exploration Offshore, L.L.C. and Newfield Exploration Gulf Coast, LLC, as Assignees, recorded in Plaquemines Parish, LA under File Number: 2014-00005452, Book 1333, Page 382.

14. Operating Agreement dated effective November 1, 2014, between LLOG Exploration Offshore, L.L.C., as Operator, and LLOG Bluewater Holdings, L.L.C., et al, as Non-Operators, as ratified and amended.
15. Memorandum of Operating Agreement and Financing Statement dated effective November 1, 2014, between LLOG Exploration Offshore, L.L.C., et al, recorded in Plaquemines Parish, LA under File Number: 2015-00004000, Book 1348, Page 814, as amended.
16. Defense, Indemnity and Insurance Agreement for Delta House dated December 6, 2012, as amended, ratified and adopted by and between Delta House FPS, LLC, Delta House Oil and Gas Lateral, LLC, and LLOG Exploration Offshore, L.L.C.
17. Floating Production System Gas Balancing Agreement dated effective December 6, 2012, by and between LLOG Exploration Offshore, L.L.C. and Delta House Oil and Gas Lateral, LLC, et al.
18. First Omnibus Amendment to Delta House Project Agreements dated March 21, 2014, as assumed, ratified, and adopted by and among Delta House FPS, LLC, et al.
19. Second Omnibus Amendment to Delta House Project Agreements dated February 1, 2015, as assumed, ratified, and adopted by and among Delta House FPS, LLC, et al.
20. Third Omnibus Amendment to Delta House Project Agreements dated February 1, 2015, as assumed, ratified, and adopted by and among Delta House FPS, LLC, et al.
21. Letter Agreement dated effective November 19, 2014, between LLOG Exploration Offshore, L.L.C., et al, and Stone Energy Offshore, L.L.C.
22. Letter Agreement dated July 1, 2015 for Offer to Acquire Interests in MC 427 Block, between LLOG Exploration Offshore, L.L.C., et al.
23. Letter Agreement dated July 17, 2015 for Mississippi Canyon Interest Acquisition, between Houston Energy, L.P., as Seller, and Ridgewood Energy Corporation and Riverstone, LLC, as Buyers.

24. Assignment of Record Title Interest dated effective July 27, 2015, between Houston Energy, L.P., as Assignor, and Ridgewood Institutional II Prospective Leases, LLC and ILX Prospective Leases II, LLC, as Assignees, recorded in Plaquemines Parish, LA under File Number: 2015-00004179, Book 1349, Page 569.
25. Correction of Assignment of Overriding Royalty Interest dated effective December 1, 2015, between HE&D Offshore, L.P., et al, recorded in Plaquemines Parish, LA under File Number: 2016-00000970, Book 1355, Page 442.
26. Assignment of Record Title Interest dated effective January 30, 2016, between ILX Prospect La Femme, LLC, et al, as Assignors, and HEDV La Femme, LLC, as Assignee, recorded in Plaquemines Parish, LA under File Number: 2016-00003438, Book 1364, Page 103.
27. Assignment of Wellbore and Bill of Sale dated effective September 1, 2016, between Newfield Exploration Gulf Coast, LLC, as Assignor, and LLOG Exploration Offshore, L.L.C., as Assignee, recorded in Plaquemines Parish, LA under File Number: 2016-00003754, Book 1365, Page 6.
28. Assignment of Wellbore and Bill of Sale dated December 21, 2016, effective as of September 1, 2016, between LLOG Exploration Offshore, L.L.C., as Assignor, and LLOG Exploration and Production Company, L.L.C., et al, as Assignees, recorded in Plaquemines Parish, LA under File Number: 2016-00005164, Book 1371, Page 219.
29. Stipulation of Ownership Interests and Assignment dated effective January 1, 2017, between LLOG Exploration Offshore, L.L.C., et al, recorded in Plaquemines Parish, LA under File Number: 2017-00001828, Book 1379, Page 249.
30. Production Handling and Floating Production System Use Agreement dated effective June 30, 2017, by and among Delta House FPS, LLC, as Owner, and LLOG Exploration Offshore, L.L.C., et al, as La Femme Producers.



31. Recordable Agreement dated effective June 30, 2017, by and among Delta House FPS, LLC, et al, recorded in Plaquemines Parish, LA under File Number: 2017-00003719, Book 1387, Page 254.
32. Transportation Agreement (Gas Lateral Facilities) dated effective June 30, 2017, by and among Delta House Oil and Gas Lateral LLC, as Owner, and LLOG Exploration Offshore, L.L.C., as Lateral Operator, and LLOG Exploration and Production Company, L.L.C., et al, as La Femme Producers.
33. Transportation Agreement (Oil Lateral Facilities) dated effective June 30, 2017, by and among Delta House Oil and Gas Lateral LLC, as Owner, and LLOG Exploration Offshore, L.L.C., as Lateral Operator, and LLOG Exploration and Production Company, L.L.C., et al, as La Femme Producers.
34. BWOLF Field Development Plan Letter Agreement dated June 29, 2017 as approved by ILX Prospect La Femme, LLC, et al, dated July 5, 2017.
35. Gas Transport Firm Transportation Service Agreement FT-2 Rate Schedule dated effective August 1, 2018, as amended, by and between Destin Pipeline Company, L.L.C., and ILX Prospect La Femme, LLC, as amended.
36. Reserve Commitment Agreement dated effective August 1, 2018, between Destin Gas Pipeline, and ILX Prospect La Femme, LLC.

Notwithstanding the foregoing, Assignor and Assignee hereby expressly acknowledge and agree that (i) each Natixis Document (as defined below) encumbers certain Collateral (as further defined and described in each Natixis Document), which may include all or a portion of the Assigned Interest, pursuant to the requirements of the Senior Secured Project Finance Term-Loan Agreement dated March 20, 2019, among ILX Holdings III LLC, as borrower, each subsidiary of the Borrower party thereto from time to time as a "Guarantor," including without limitation, each of ILX Prospect La Femme, LLC and ILX III Prospect Holdings, LLC, each parent of the Borrower party thereto as a "Parent", including each of Riverstone Ridgewood III Holdings, LLC and Riverstone Energy VI ILX Holdings GP, LLC, the financial institutions party thereto from time to time as lenders thereunder, and Natixis, New York Branch, in its capacities thereunder as administrative agent, security agent (in such capacity, the "Security Agent"),

structuring bank, technical and modelling bank, issuing bank, and global coordinator (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), (ii) Assignee takes the Assigned Interest pursuant to this Assignment subject to the liens, pledges, security interests, assignments, and other interests (collectively, the “**Liens**”) with respect to the Assigned Interest that are held by the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) under each Natixis Document, and (iii) all of the rights, powers, and privileges with respect to the Assigned Interest granted to the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) under each Natixis Document against any obligor thereunder, including without limitation any rights of the Security Agent that are available to it following an “Event of Default” under any such Natixis Document, are and will remain binding upon, and enforceable against Assignor and Assignee. To secure the Obligations and the Secured Obligations, as applicable, (in either case, as defined in the applicable Natixis Document), which may include loans and advances from time to time, regardless of whether any amounts have been advanced prior to the date hereof or are advanced on a later date and constitute future advances and obligations of any obligor under the Loan Agreement or any other Finance Document (as defined in the Loan Agreement), each of Assignor and Assignee hereby **REAFFIRM, RATIFY, CONFIRM, RENEW, AND ACKNOWLEDGE** (a) the existence of the Liens granted in favor of the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) pursuant to the Natixis Documents and (b) the assignment of hydrocarbons in favor of the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) set forth in Article 3 of each of the Louisiana Mortgage, the Mississippi Mortgage, and the Amended Alabama Mortgage, and hereby agree that such Liens, including, without limitation, such assignment of hydrocarbons under each of the Louisiana Mortgage, the Mississippi Mortgage, and the Amended Alabama Mortgage are, and **SHALL CONTINUE IN FULL FORCE AND EFFECT, AS TO THE COLLATERAL, AS DEFINED AND DESCRIBED THEREIN, INCLUDING ANY AND ALL COLLATERAL CONSTITUTING ANY PORTION OF THE ASSIGNED INTEREST, TO SECURE THE PROMPT AND UNCONDITIONAL PAYMENT AND PERFORMANCE IN FULL OF THE OBLIGATIONS (AS DEFINED IN THE LOAN AGREEMENT).** To further secure the

Obligations and the Secured Obligations, as applicable, (in either case, as defined in the applicable Natixis Document), which may include loans and advances from time to time, regardless of whether any amounts have been advanced prior to the date hereof or are advanced on a later date and constitute future advances and obligations of any obligor under the Loan Agreement or any other Finance Document (as defined in the Loan Agreement), the Assignee hereby HYPOTHECATES, PLEDGES, MORTGAGES, ASSIGNS and GRANTS a continuing security interest unto and in favor of the Security Agent for its benefit and the benefit of the Secured Parties (as defined in the Loan Agreement), in all of the Personalty Collateral and Fixture Collateral (as each such term is defined in the Natixis Documents) of the Assignee that constitutes any portion of the Assigned Interest and that the rights, powers, and privileges granted to the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) under each Natixis Document with respect to any portion of the Assigned Interest that constitutes Personalty Collateral shall apply jointly and severally to each of the Assignor and Assignee. Assignor and Assignee hereby further acknowledge and agree that this Assignment, and the rights and interests in the Assigned Interest that Assignee is acquiring hereunder, shall be subordinate and junior in all respects to the Liens and other rights, powers, privileges and interests with respect to the Assigned Interest that are held by the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) under the Natixis Documents.

The parties hereto acknowledge and agree that (x) the transfer of the Assigned Interest pursuant to this Assignment is expressly permitted pursuant to, and is being made in accordance with, Clause 25.4(b) of the Loan Agreement (Disposals) and (y) nothing in this Assignment nor the transactions contemplated hereby shall be construed to be a consent to, or waiver of, any requirements set forth in Clause 25.4 of the Loan Agreement (Disposals) or Section 4.4 of the Louisiana Mortgage (Operation of the Collateral) or any similar provision or any "due on sale" clause or any other provision providing that indebtedness may be accelerated upon any sale or transfer by any obligor under any of the Natixis Documents (as defined below) that would result in an "Event of Default" under the applicable Natixis Document.

Reference is hereby made to each of the following agreements, documents, and other instruments (collectively, the “**Natixis Documents**”, and each individually, a “**Natixis Document**”):

1. Security Agreement dated as of March 20, 2019, among ILX Holdings III LLC and each subsidiary of ILX Holdings III LLC party thereto from time to time as a “Grantor,” including without limitation, each of ILX Prospect La Femme, LLC and ILX III Prospect Holdings, LLC, and Natixis, New York Branch, as Security Agent for the beneficiaries named therein (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”).
2. UCC-1 Financing Statement naming ILX Prospect La Femme, LLC, as Debtor, and Natixis, New York Branch, as Security Agent, as Secured Party, duly filed as instrument number 20192047525 with the Secretary of State of the State of Delaware on March 25, 2019 (“**Personal Property UCC-1**”).
3. Act of Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of March 20, 2019, by ILX Prospect Buckskin, LLC, ILX Prospect Calliope, LLC, ILX Prospect Durango, LLC, ILX Prospect Khaleesi, LLC, ILX Prospect La Femme, LLC, ILX Prospect Mormont, LLC, ILX Prospect Mudbug, LLC, ILX Prospect Praline, LLC, and ILX Prospect Steelhead, LLC, each, a Delaware limited liability company, to Natixis, New York Branch, as Security Agent, duly filed of record in the following jurisdictions, on the following dates, and under the following recording information (collectively, the “**Louisiana Mortgage**”):

<b>Jurisdiction</b>	<b>File Date</b>	<b>Recording Information</b>
Iberia Parish, LA	3/22/2019	Instrument No. 2019-00002406 (Mortgage Records)
Lafourche Parish, LA	3/22/2019	Instrument No. 1274328, Mortgage Book 1957, Page 221
Plaquemines Parish, LA	3/22/2019	Instrument No. 2019-00000907, Mortgage Book 3819, Page 325
Vermilion Parish, LA	3/22/2019	Instrument No. 2019002056, Book MO

Jurisdiction	File Date	Recording Information
Bureau of Ocean Energy Management	3/22/2019	OCS-G 25806 and the other leases named therein

4. UCC-1 Financing Statement, filed in connection with the Louisiana Mortgage, duly filed of record in the following jurisdictions, on the following dates, and under the following recording information (collectively, the “**Louisiana Fixture Filing**”):

Jurisdiction	File Date	Recording Information
Plaquemines Parish, LA	3/22/2019	Instrument No. 2019-00000907, Book 3819, Page 325
Bureau of Ocean Energy Management	3/22/2019	OCS-G 25806 and the other leases named therein

5. Deed of Trust, Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of March 20, 2019, from ILX Prospect La Femme, LLC, ILX Prospect Mudbug, LLC, and ILX Prospect Praline, LLC, each, a Delaware limited liability company, to Natixis, New York Branch, as Security Agent, duly filed of record in the following jurisdiction, on the following date, and under the following recording information (collectively, the “**Mississippi Mortgage**”):

Jurisdiction	File Date	Recording Information
Jackson County, MS	3/25/2019	Instrument No. 201906000, Book 27, Pages 351-387

6. UCC-1 Financing Statement, filed in connection with the Mississippi Mortgage, duly filed of record in the following jurisdiction, on the following date, and under the following recording information (collectively, the “**Mississippi Fixture Filing**”):

Jurisdiction	File Date	Recording Information
Jackson County, MS	3/25/2019	Instrument No. 201906001, Book 27, Pages 388-426

7. Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of March 20, 2019, from ILX Prospect Calliope, LLC, ILX Prospect Durango, LLC, ILX Prospect La Femme, LLC, ILX

Prospect Mudbug, LLC, ILX Prospect Praline, LLC, and ILX Prospect Steelhead, LLC, each, a Delaware limited liability company, to Natixis, New York Branch, as Security Agent, duly filed of record in the following jurisdictions, on the following dates, and under the following recording information (collectively, the “Alabama Mortgage”):

Jurisdiction	File Date	Recording Information
Baldwin County, AL	3/22/2019	Instrument No. 1749623
Mobile County, AL	3/22/2019	Instrument No. 2019014733

*as reaffirmed and amended by* Reaffirmation and Amendment No. 1 to Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of December 12, 2019, from ILX Prospect Calliope, LLC, ILX Prospect Durango, LLC, ILX Prospect La Femme, LLC, ILX Prospect Mudbug, LLC, ILX Prospect Praline, LLC, and ILX Prospect Steelhead, LLC, each, a Delaware limited liability company, to Natixis, New York Branch, as Security Agent, duly filed of record in the following jurisdictions, on the following dates, and under the following recording information:

Jurisdiction	File Date	Recording Information
Baldwin County, AL	12/20/2019	Instrument No. 1801774
Mobile County, AL	12/20/2019	Instrument No. 2019073954

(collectively, as so reaffirmed and amended, the “Amended Alabama Mortgage”).

8. UCC-1 Financing Statement, filed in connection with the Alabama Mortgage, duly filed of record in the following jurisdictions, on the following dates, and under the following recording information (collectively, the “Alabama Fixture Filing”):

Jurisdiction	File Date	Recording Information
Baldwin County, AL	3/22/2019	Instruments No. 1749623 and 0171522
Mobile County, AL	3/22/2019	Instrument No. 2019014733

*As part of the Assumed Obligations, Assignee hereby assumes, and shall timely perform and discharge, all of Assignor's duties and obligations under the Lease and the Applicable Contracts in each case in so far and only in so far as the same pertain to the Assigned Interest and this Assignment on and after the effective date hereof, including, but not limited to: restoration of the surface, environmental and pollution clean-up, plugging and abandonment of any and all existing and future wells and facilities. Assignee shall release and shall protect, indemnify, defend and hold harmless Assignor, its current and former affiliates, and its and their respective members, stockholders, managers, officers, directors, employees, agents, advisors and representatives ("Assignor Group") from and against any and all losses, claims, damages, demands, suits, liabilities, costs, expenses and causes of action based upon statutory liability or otherwise (including reasonable attorneys' fees and other costs associated therewith) for pollution and/or environmental damage of any kind, restoration of the surface, and plugging and abandonment of any and all existing and future wells and facilities, any fines or penalties assessed on account of such damage or operations, cause by, arising out of, or in any way incidental to operations conducted with respect to the Assigned Interest from and after the effective date hereof, regardless of whether or not arising from, incidental to or the result of Assignor Group's sole, joint, concurrent, or comparative negligence or fault imposed by statute, rule or regulation or strict liability of Assignor Group.*

This Assignment is made and accepted without warranty of title, express or implied, except (i) as expressly provided above and (ii) Assignor warrants title to the Assigned Interest unto Assignee and Assignee's successors and assigns against Assignor's own acts and the acts of every person lawfully claiming or to claim all or any part of the Assigned Interest by, through or under Assignor, but not otherwise, provided Assignee shall have the right of full substitution and subrogation in and to any and all rights and actions of warranty which Assignor has or may have against all preceding owners of the Assigned Interest (other than any affiliate of Assignor) and with full subrogation of all rights accruing under the applicable statutes of limitations and all rights and actions of warranty against all former owners of the Assigned Interest (other than any affiliate of Assignor).

Assignor hereby excepts, excludes and reserves from the grant and conveyance described herein, unto itself and its respective successors and assignees, and shall continue to be responsible for, the entirety of Assignor's right, title and interest in and to the Assets other than the Assigned Interests (the "**Excluded Assets**").

TO HAVE AND TO HOLD said interests in the Assigned Interest hereby assigned and conveyed, subject to the terms hereof, together with all and singular the rights and privileges in any way pertaining thereto unto Assignee, its successors and assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors, legal representatives and assigns of the parties hereto. If an ambiguity or question of intent or interpretation arises, this Assignment will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party hereto because of the authorship of any provision of this Assignment.

NOTWITHSTANDING ANY PROVISION OF THIS ASSIGNMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO ANY OTHER PARTY HERETO OR ANY INDEMNIFIED PERSON FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OF ANY KIND OR ANY PUNITIVE OR EXEMPLARY DAMAGES, IN EACH CASE, ARISING OUT OF OR IN CONNECTION WITH THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING ANY BREACH OR ALLEGED BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT IN THIS ASSIGNMENT), WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, INCLUDING DIMINUTION OF VALUE OR DAMAGES DETERMINED AS A MULTIPLE OF INCOME, except to the extent any such party hereto or indemnified person, as applicable, suffers such damages to a third party, which damages (including costs of defense and reasonable attorneys' fees incurred in connection with defending against such damages) shall not be excluded by this provision as to recovery hereunder.

This Assignment may be signed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCLUDING ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION) EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER JURISDICTION ARE MANDATORILY APPLICABLE TO THIS



ASSIGNMENT WITH RESPECT TO ASSETS LOCATED IN SUCH JURISDICTION. EACH PARTY HERETO IRREVOCABLY CONSENTS TO PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT SITTING IN HARRIS COUNTY, TEXAS IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS ASSIGNMENT, AND EACH PARTY HERETO WAIVES ANY OBJECTION THAT SUCH PARTY HERETO MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION, SUIT OR PROCEEDING IN SUCH COURTS AND ANY OBJECTION THAT SUCH COURTS ARE AN INCONVENIENT FORUM OR DO NOT HAVE JURISDICTION OVER SUCH PARTY. THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING IN ANY MATTER WHATSOEVER ARISING OUT OF OR IN RELATION TO OR IN CONNECTION WITH THIS ASSIGNMENT.

Each party hereto EXPRESSLY ACKNOWLEDGES AND AGREES that, until such time as the Security Agent releases the Assigned Interest from the Liens and the other rights, powers, privileges and interests created under or evidenced by the Natixis Documents, Natixis, New York Branch, as Security Agent pursuant to the Natixis Documents, is, and shall remain, a third-party beneficiary of certain provisions and agreements contained in this Assignment relating to the liens, security interests, assignments, and other interests with respect to the Assigned Interest that it holds as Security Agent for its benefit and the benefit of the Secured Parties (as defined in the Loan Agreement) under the Natixis Documents and the rights, powers, and privileges that Natixis, New York Branch may have with respect to such Assigned Interest under the Natixis Documents; provided that, if at any time after the Security Agent releases the Assigned Interests from the Liens, the Liens on such Assigned Interests are reinstated, this provision shall also be reinstated. Each party further acknowledges and agrees that Natixis, New York Branch shall have the full right to take action with respect to enforcement of such provisions and agreements contained herein in accordance with its terms as if it were a signatory hereto.

After the date of this Assignment, each party hereto shall execute and deliver from time to time further documents and shall take such other actions as any party hereto may reasonably request to accomplish the intent of this Assignment, including the execution and delivery of all other documents reasonably required in order to transfer ownership of the Assets to Assignee,

including any such documents that may be required to be filed with any applicable governmental authority.

In connection with the execution of this Assignment, Assignor and Assignee have also executed a transfer document utilizing Form BOEM-0150 for submittal to and approval by the Bureau of Ocean Energy Management of the United States Department of the Interior. Such Form BOEM-0150 is not intended to convey any additional interest in and to the Assigned Interest than that specified in this Assignment.

[Signature and acknowledgment pages follow.]

**IN WITNESS WHEREOF**, this Assignment is executed by the parties hereto as of the dates set forth in the respective signature blocks below, provided that the Assignment shall be effective as of January 1, 2021, subject to the approval of the Bureau of Ocean Energy Management of the United States Department of the Interior.

**WITNESSES**

  
Printed Name: Tina Doughty

  
Printed Name: Leah Bramlett

**ASSIGNOR:**

**ILX Prospect La Femme, LLC**

  
W. Greg Tabor  
Director

**ACKNOWLEDGEMENT**

**STATE OF TEXAS** §

**COUNTY OF HARRIS** §

**BEFORE ME**, the undersigned authority, on this day personally appeared, **W. Greg Tabor**, known to me to be the person whose name is subscribed to the foregoing instrument as **Director** of **ILX Prospect La Femme, LLC**, a Delaware limited liability company, and acknowledged to me that he executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this 7<sup>th</sup> day of **July, 2021**.



  
Notary Public - State of Texas

My Commission expires July 16, 2022.

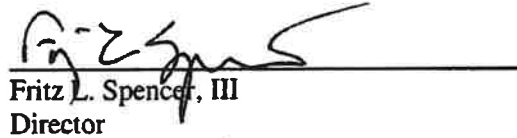
**WITNESSES**

  
Printed Name: Tina Doughty

  
Printed Name: Leah Bramlett

**ASSIGNEE:**

**ILX III Prospect Holdings, LLC**

  
Fritz L. Spencer, III  
Director

**ACKNOWLEDGEMENT**

**STATE OF TEXAS §**

**COUNTY OF HARRIS §**

**BEFORE ME**, the undersigned authority, on this day personally appeared, **Fritz L. Spencer, III**, known to me to be the person whose name is subscribed to the foregoing instrument as **Director** of **ILX III Prospect Holdings, LLC**, a Delaware limited liability company, and acknowledged to me that he executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this 7<sup>th</sup> day of **July, 2021**.



  
Notary Public - State of Texas

**My Commission expires July 16, 2022.**

**EXHIBIT B**

**Bill of Sale and Assignment of Record Title Interest**

[See attached.]

**BILL OF SALE AND ASSIGNMENT OF RECORD TITLE INTEREST**

**THE UNITED STATES OF AMERICA**

**OUTER CONTINENTAL SHELF**

**WHEREAS**, pursuant to this Bill of Sale and Assignment of Record Title Interest (this “**Assignment**”), **ILX Prospect Praline, LLC (“ILX”)**, a Delaware limited liability company, having offices at 712 Fifth Avenue, 36<sup>th</sup> Floor, New York, New York 10019 (hereinafter called “**Assignor**”) wishes to grant, bargain, transfer, sell, assign and convey unto **ILX III Prospect Holdings, LLC (“ILX III”)**, a Delaware limited liability company, having offices at 712 Fifth Avenue, 36<sup>th</sup> Floor, New York, New York 10019 (hereinafter called “**Assignee**”), an undivided 7.12500% of 8/8ths record title interest in and to the following (collectively the “**Assets**”):

1. That certain Oil and Gas Lease of Submerged Lands, bearing serial number OCS-G 34886, dated effective as of June 1, 2013, by and between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC, and Ridgewood Energy Corporation, as Lessees, covering all of Block 74, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, (the “**Lease**”).
2. All pooled, communitized or unitized acreage or rights which includes or constitutes all or part of the Lease or any Wells (the “**Units**”), and all tenements, hereditaments and appurtenances belonging to the Lease and Units.
3. Any and all wells located on, under or within the Lease or Units (the “**Wells**”), in each case whether producing, non-producing, permanently or temporarily plugged and abandoned.
4. All fixture, equipment, pipelines, well heads, casing or similar equipment, in each case, appurtenant to the Assets or used in connection with the ownership or current/future operation of the Assets or the production, treatment, sale or disposal of hydrocarbons (the “**Equipment**”).

5. All (i) oil, gas or other hydrocarbons in, on, under or that may be produced from or attributable to the Lease, Units or Wells on or after the Effective Time (as defined below), (ii) oil, gas or other hydrocarbon inventories of Assignor from the Lease, Units or Wells located in storage or existing in pipelines, plants and/or tanks (including inventory and line and tank fill) as of the Effective Time, and (iii) all pipeline imbalances and well imbalances relating to the Lease, Units or Wells and allocable to Assignor as of the Effective Time.
6. The Applicable Contracts (as defined below).
7. All of the files, records and data directly relating to the Lease, Units, Wells, Applicable Contracts and Equipment including, without limitation, land and lease files, well files, title records, prospect information, contracts, all logs including electric logs, core data, pressure data and decline curves and graphical production curves, operational records, technical records, production and processing records, accounting files and contract files, and all related materials in the possession or control of Assignor or its affiliates, pertaining to the Assets (collectively, the “Records”).

**NOW, THEREFORE**, effective as of January 1, 2021 (the “**Effective Time**”), for and in consideration of the mutual advantages and benefits accruing to the parties hereto and for One Thousand and No/100 Dollars (\$1,000) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and further in consideration of the mutual covenants and conditions herein contained, Assignor does hereby **GRANT, BARGAIN, TRANSFER, CONVEY, SELL and ASSIGN** to Assignee an undivided 7.12500% of 8/8ths record title interest in and to the Assets (the “**Assigned Interest**”).

Assignor represents and warrants to Assignee that the Assigned Interest is free and clear of all liens and encumbrances other than those expressly provided for in the Operating Agreement and other Applicable Contracts, with no lease burdens other than the lessor’s royalty as provided in the Lease and the overriding royalty interests and carried working interest reserved (as defined below).

Assignee assumes, and agrees to be bound by, all of the obligations and liabilities of Assignor as to the Assigned Interest herein assigned, to the extent such obligations and liabilities arise from or relate to events accruing on or after the effective date hereof (the “**Assumed Obligations**”). This Assignment is made subject to the Assigned Interest share of all of the terms,

conditions, obligations and other provisions contained in all agreements that are binding on the other Assets or that relate to the ownership or operation of the other Assets (the “**Applicable Contracts**”), including, but not limited to, the following documents to the extent attributable to the Assigned Interest:

1. The terms, provisions and conditions of the Lease.
2. Amended and Restated Program Agreement, by and between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation dated effective October 1, 2009, as amended.
3. Assignment of Overriding Royalty Interest and Carried Working Interest dated effective June 1, 2013, between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation, as Assignors and HE&D Offshore, L.P., as Assignee, recorded in Plaquemines Parish, Louisiana under File Number: 2013-00003298, Book 1298, Page 880.
4. Assignment of Overriding Royalty Interest dated effective June 1, 2013, between Houston Energy, L.P., Red Willow Offshore, LLC, and Ridgewood Energy Corporation, as Assignors and TGS-NOPEC Geophysical Company, as Assignee, recorded in Plaquemines Parish, Louisiana under File Number : 2013-00003386, Book 1299, Page 231.
5. Assignment of Oil & Gas Lease dated effective June 1, 2013, between Ridgewood Energy Corporation, as Assignor, and ILX Prospective Leases II, LLC, as Assignee, recorded in Plaquemines Parish, Louisiana under File Number: 2013-00005169, Book 1306, Page 408.
6. Assignment of Record Title Interest dated effective October 1, 2013, between ILX Prospective Leases II, LLC, et al, as Assignors, and Deep Gulf Energy II, LLC, et al, as Assignees, recorded in Plaquemines Parish, Louisiana under File Number: 2014-00003031, Book 1322, Page 819.
7. Assignment of Oil & Gas Lease dated effective June 1, 2013, between ILX Prospective Leases II, LLC, as Assignor, and ILX Prospect Praline, LLC, as Assignee, recorded in Plaquemines Parish, Louisiana under File Number: 2016-00002026, Book 1359, Page 231.



8. Participation Agreement dated effective December 1, 2016, by and between LLOG Exploration Offshore, L.L.C., and Red Willow Offshore, LLC, et al.
9. Operating Agreement dated effective December 1, 2016, by and between LLOG Exploration Offshore, L.L.C., as Operator, and Red Willow Offshore, LLC, et al, as Non-Operators, as ratified and amended.
10. Memorandum of Operating Agreement and Financing Statement dated effective December 1, 2016, between LLOG Exploration Offshore, L.L.C., as Operator, and ILX Prospect Praline, LLC, et al, as Non-Operators.
11. Assignment of Record Title dated effective December 1, 2016, between Deep Gulf Energy II, LLC, et al, as Assignors, and ILX Prospect Praline, LLC, et al, as Assignee, recorded in Plaquemines Parish, Louisiana under File Number: 2017-00000251, Book 1373, Page 15.
12. Assignment of Record Title dated effective May 26, 2017, between CL&F Offshore, LLC, et al, as Assignors, and Houston Energy Deepwater Ventures XII, LLC, as Assignee, recorded in Plaquemines Parish, Louisiana under File Number: 2017-00003050, Book 1384, Page 886.
13. Act of Correction to Assignment of Oil and Gas Lease dated effective November 16, 2017, between Ridgewood Energy Corporation, as Assignor, and ILX Prospective Leases II, LLC, as Assignee, recorded in Plaquemines Parish, Louisiana under File Number: 2017-00004474, Book 1389, Page 559.
14. Act of Correction to Assignment of Oil and Gas Lease dated effective November 16, 2017, between ILX Prospective Leases II, LLC, as Assignor, and ILX Prospect Praline, LLC, as Assignee, recorded in Plaquemines Parish, Louisiana under File Number: 2017-00004475, Book 1389, Page 570.
15. Assignment of Interests in the Lease dated effective January 10, 2018, by and between Deep Gulf Energy III, LLC, as Assignor, and ILX Prospect Praline, LLC, et al, as Assignees, recorded in File Number : 2018-00001157, Book 1394, Page 499, in Plaquemines Parish, Louisiana.

16. Deepwater Production Handling and Operating Services Agreement dated effective May 1, 2019, between Talos Resources, LLC, Owner, and LLOG Exploration Offshore, L.L.C., et al, Producers.
17. Gas Transportation Form of Service Agreement – IT (ITS-DES-0074) dated April 1, 2021, between Destin Gas Pipeline, and ILX Prospect Praline, LLC.
18. Reserve Commitment Agreement – (ITS-DES-0074) dated April 1, 2021, between Destin Gas Pipeline, and ILX Prospect Praline, LLC.
19. Gas Processing Agreement dated April 1, 2020, between Pascagoula Gas Processing LLC, and ILX Prospect Praline, LLC.
20. Oil Sales Agreement (Contract # TBD) dated March 1, 2021, between Chevron Products Company, and ILX Prospect Praline, LLC.
21. Gas Sales Agreement (Contract # TBD) dated May 1, 2021, between BP Energy, and ILX Prospect Praline, LLC.

Notwithstanding the foregoing, Assignor and Assignee hereby expressly acknowledge and agree that (i) each Natixis Document (as defined below) encumbers certain Collateral (as further defined and described in each Natixis Document), which may include all or a portion of the Assigned Interest, pursuant to the requirements of the Senior Secured Project Finance Term-Loan Agreement dated March 20, 2019, among ILX Holdings III LLC, as borrower, each subsidiary of the Borrower party thereto from time to time as a “Guarantor,” including without limitation, each of ILX Prospect Praline, LLC and ILX III Prospect Holdings, LLC, each parent of the Borrower party thereto as a “Parent”, including each of Riverstone Ridgewood III Holdings, LLC and Riverstone Energy VI ILX Holdings GP, LLC, the financial institutions party thereto from time to time as lenders thereunder, and Natixis, New York Branch, in its capacities thereunder as administrative agent, security agent (in such capacity, the “**Security Agent**”), structuring bank, technical and modelling bank, issuing bank, and global coordinator (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), (ii) Assignee takes the Assigned Interest pursuant to this Assignment subject to the liens, pledges, security interests, assignments, and other interests (collectively, the “**Liens**”) with respect to the Assigned Interest that are held by the Security

Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) under each Natixis Document, and (iii) all of the rights, powers, and privileges with respect to the Assigned Interest granted to the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) under each Natixis Document against any obligor thereunder, including without limitation any rights of the Security Agent that are available to it following an "Event of Default" under any such Natixis Document, are and will remain binding upon, and enforceable against Assignor and Assignee. To secure the Obligations and the Secured Obligations, as applicable, (in either case, as defined in the applicable Natixis Document), which may include loans and advances from time to time, regardless of whether any amounts have been advanced prior to the date hereof or are advanced on a later date and constitute future advances and obligations of any obligor under the Loan Agreement or any other Finance Document (as defined in the Loan Agreement), each of Assignor and Assignee hereby REAFFIRM, RATIFY, CONFIRM, RENEW, AND ACKNOWLEDGE (a) the existence of the Liens granted in favor of the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) pursuant to the Natixis Documents and (b) the assignment of hydrocarbons in favor of the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) set forth in Article 3 of each of the Louisiana Mortgage, the Mississippi Mortgage, and the Amended Alabama Mortgage, and hereby agree that such Liens, including, without limitation, such assignment of hydrocarbons under each of the Louisiana Mortgage, the Mississippi Mortgage, and the Amended Alabama Mortgage are, and SHALL CONTINUE IN FULL FORCE AND EFFECT, AS TO THE COLLATERAL, AS DEFINED AND DESCRIBED THEREIN, INCLUDING ANY AND ALL COLLATERAL CONSTITUTING ANY PORTION OF THE ASSIGNED INTEREST, TO SECURE THE PROMPT AND UNCONDITIONAL PAYMENT AND PERFORMANCE IN FULL OF THE OBLIGATIONS (AS DEFINED IN THE LOAN AGREEMENT). To further secure the Obligations and the Secured Obligations, as applicable, (in either case, as defined in the applicable Natixis Document), which may include loans and advances from time to time, regardless of whether any amounts have been advanced prior to the date hereof or are advanced on a later date and constitute future advances and obligations of any obligor under the Loan Agreement or any other Finance Document (as defined in the Loan Agreement), the Assignee

hereby HYPOTHECATES, PLEDGES, MORTGAGES, ASSIGNS and GRANTS a continuing security interest unto and in favor of the Security Agent for its benefit and the benefit of the Secured Parties (as defined in the Loan Agreement), in all of the Personalty Collateral and Fixture Collateral (as each such term is defined in the Natixis Documents) of the Assignee that constitutes any portion of the Assigned Interest and that the rights, powers, and privileges granted to the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) under each Natixis Document with respect to any portion of the Assigned Interest that constitutes Personalty Collateral shall apply jointly and severally to each of the Assignor and Assignee. Assignor and Assignee hereby further acknowledge and agree that this Assignment, and the rights and interests in the Assigned Interest that Assignee is acquiring hereunder, shall be subordinate and junior in all respects to the Liens and other rights, powers, privileges and interests with respect to the Assigned Interest that are held by the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) under the Natixis Documents.

The parties hereto acknowledge and agree that (x) the transfer of the Assigned Interest pursuant to this Assignment is expressly permitted pursuant to, and is being made in accordance with, Clause 25.4(b) of the Loan Agreement (Disposals) and (y) nothing in this Assignment nor the transactions contemplated hereby shall be construed to be a consent to, or waiver of, any requirements set forth in Clause 25.4 of the Loan Agreement (Disposals) or Section 4.4 of the Louisiana Mortgage (Operation of the Collateral) or any similar provision or any “due on sale” clause or any other provision providing that indebtedness may be accelerated upon any sale or transfer by any obligor under any of the Natixis Documents (as defined below) that would result in an “Event of Default” under the applicable Natixis Document.

Reference is hereby made to each of the following agreements, documents, and other instruments (collectively, the “**Natixis Documents**”, and each individually, a “**Natixis Document**”):

1. Security Agreement dated as of March 20, 2019, among ILX Holdings III LLC and each subsidiary of ILX Holdings III LLC party thereto from time to time as a “Grantor,” including without limitation, each of ILX Prospect Praline, LLC and ILX III Prospect Holdings, LLC, and Natixis, New York Branch, as Security

Agent for the beneficiaries named therein (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”).

2. UCC-1 Financing Statement naming ILX Prospect Praline, LLC, as Debtor, and Natixis, New York Branch, as Security Agent, as Secured Party, duly filed as instrument number 20192047673 with the Secretary of State of the State of Delaware on March 25, 2019 (“**Personal Property UCC-1**”).
3. Act of Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of March 20, 2019, by ILX Prospect Buckskin, LLC, ILX Prospect Calliope, LLC, ILX Prospect Durango, LLC, ILX Prospect Khaleesi, LLC, ILX Prospect La Femme, LLC, ILX Prospect Mormont, LLC, ILX Prospect Mudbug, LLC, ILX Prospect Praline, LLC, and ILX Prospect Steelhead, LLC, each, a Delaware limited liability company, to Natixis, New York Branch, as Security Agent, duly filed of record in the following jurisdictions, on the following dates, and under the following recording information (collectively, the “**Louisiana Mortgage**”):

<b>Jurisdiction</b>	<b>File Date</b>	<b>Recording Information</b>
Iberia Parish, LA	3/22/2019	Instrument No. 2019-00002406 (Mortgage Records)
Lafourche Parish, LA	3/22/2019	Instrument No. 1274328, Mortgage Book 1957, Page 221
Plaquemines Parish, LA	3/22/2019	Instrument No. 2019-00000907, Mortgage Book 3819, Page 325
Vermilion Parish, LA	3/22/2019	Instrument No. 2019002056, Book MO
Bureau of Ocean Energy Management	3/22/2019	OCS-G 25806 and the other leases named therein

4. UCC-1 Financing Statement, filed in connection with the Louisiana Mortgage, duly filed of record in the following jurisdictions, on the following dates, and under the following recording information (collectively, the “**Louisiana Fixture Filing**”):

Jurisdiction	File Date	Recording Information
Plaquemines Parish, LA	3/22/2019	Instrument No. 2019-00000907, Book 3819, Page 325
Bureau of Ocean Energy Management	3/22/2019	OCS-G 25806 and the other leases named therein

5. Deed of Trust, Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of March 20, 2019, from ILX Prospect La Femme, LLC, ILX Prospect Mudbug, LLC, and ILX Prospect Praline, LLC, each, a Delaware limited liability company, to Natixis, New York Branch, as Security Agent, duly filed of record in the following jurisdiction, on the following date, and under the following recording information (collectively, the “**Mississippi Mortgage**”):

Jurisdiction	File Date	Recording Information
Jackson County, MS	3/25/2019	Instrument No. 201906000, Book 27, Pages 351-387

6. UCC-1 Financing Statement, filed in connection with the Mississippi Mortgage, duly filed of record in the following jurisdiction, on the following date, and under the following recording information (collectively, the “**Mississippi Fixture Filing**”):

Jurisdiction	File Date	Recording Information
Jackson County, MS	3/25/2019	Instrument No. 201906001, Book 27, Pages 388-426

7. Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of March 20, 2019, from ILX Prospect Calliope, LLC, ILX Prospect Durango, LLC, ILX Prospect La Femme, LLC, ILX Prospect Mudbug, LLC, ILX Prospect Praline, LLC, and ILX Prospect Steelhead, LLC, each, a Delaware limited liability company, to Natixis, New York Branch, as Security Agent, duly filed of record in the following jurisdictions, on the following dates, and under the following recording information (collectively, the “**Alabama Mortgage**”):

Jurisdiction	File Date	Recording Information
Baldwin County, AL	3/22/2019	Instrument No. 1749623
Mobile County, AL	3/22/2019	Instrument No. 2019014733

*as reaffirmed and amended by Reaffirmation and Amendment No. 1 to Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of December 12, 2019, from ILX Prospect Calliope, LLC, ILX Prospect Durango, LLC, ILX Prospect La Femme, LLC, ILX Prospect Mudbug, LLC, ILX Prospect Praline, LLC, and ILX Prospect Steelhead, LLC, each, a Delaware limited liability company, to Natixis, New York Branch, as Security Agent, duly filed of record in the following jurisdictions, on the following dates, and under the following recording information:*

Jurisdiction	File Date	Recording Information
Baldwin County, AL	12/20/2019	Instrument No. 1801774
Mobile County, AL	12/20/2019	Instrument No. 2019073954

(collectively, as so reaffirmed and amended, the “**Amended Alabama Mortgage**”).

8. UCC-1 Financing Statement, filed in connection with the Alabama Mortgage, duly filed of record in the following jurisdictions, on the following dates, and under the following recording information (collectively, the “**Alabama Fixture Filing**”):

Jurisdiction	File Date	Recording Information
Baldwin County, AL	3/22/2019	Instruments No. 1749623 and 0171522
Mobile County, AL	3/22/2019	Instrument No. 2019014733

*As part of the Assumed Obligations, Assignee hereby assumes, and shall timely perform and discharge, all of Assignor’s duties and obligations under the Lease and the Applicable Contracts in each case in so far and only in so far as the same pertain to the Assigned Interest and this Assignment on and after the effective date hereof, including, but not limited to: restoration of the surface, environmental and pollution clean-up, plugging and abandonment of any and all existing and future wells and facilities. Assignee shall release and shall protect, indemnify, defend and hold harmless Assignor, its current and former affiliates, and its and their respective members, stockholders, managers, officers, directors, employees, agents,*

*advisors and representatives ("Assignor Group") from and against any and all losses, claims, damages, demands, suits, liabilities, costs, expenses and causes of action based upon statutory liability or otherwise (including reasonable attorneys' fees and other costs associated therewith) for pollution and/or environmental damage of any kind, restoration of the surface, and plugging and abandonment of any and all existing and future wells and facilities, any fines or penalties assessed on account of such damage or operations, cause by, arising out of, or in any way incidental to operations conducted with respect to the Assigned Interest from and after the effective date hereof, regardless of whether or not arising from, incidental to or the result of Assignor Group's sole, joint, concurrent, or comparative negligence or fault imposed by statute, rule or regulation or strict liability of Assignor Group.*

This Assignment is made and accepted without warranty of title, express or implied, except (i) as expressly provided above and (ii) Assignor warrants title to the Assigned Interest unto Assignee and Assignee's successors and assigns against Assignor's own acts and the acts of every person lawfully claiming or to claim all or any part of the Assigned Interest by, through or under Assignor, but not otherwise, provided Assignee shall have the right of full substitution and subrogation in and to any and all rights and actions of warranty which Assignor has or may have against all preceding owners of the Assigned Interest (other than any affiliate of Assignor) and with full subrogation of all rights accruing under the applicable statutes of limitations and all rights and actions of warranty against all former owners of the Assigned Interest (other than any affiliate of Assignor).

Assignor hereby excepts, excludes and reserves from the grant and conveyance described herein, unto itself and its respective successors and assignees, and shall continue to be responsible for, the entirety of Assignor's right, title and interest in and to the Assets other than the Assigned Interests (the "**Excluded Assets**").

TO HAVE AND TO HOLD said interests in the Assigned Interest hereby assigned and conveyed, subject to the terms hereof, together with all and singular the rights and privileges in any way pertaining thereto unto Assignee, its successors and assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors, legal representatives and assigns of the parties hereto. If an ambiguity or question of intent or interpretation arises, this Assignment will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party hereto because of the authorship of any provision of this Assignment.



NOTWITHSTANDING ANY PROVISION OF THIS ASSIGNMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO ANY OTHER PARTY HERETO OR ANY INDEMNIFIED PERSON FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OF ANY KIND OR ANY PUNITIVE OR EXEMPLARY DAMAGES, IN EACH CASE, ARISING OUT OF OR IN CONNECTION WITH THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING ANY BREACH OR ALLEGED BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT IN THIS ASSIGNMENT), WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, INCLUDING DIMINUTION OF VALUE OR DAMAGES DETERMINED AS A MULTIPLE OF INCOME, except to the extent any such party hereto or indemnified person, as applicable, suffers such damages to a third party, which damages (including costs of defense and reasonable attorneys' fees incurred in connection with defending against such damages) shall not be excluded by this provision as to recovery hereunder.

This Assignment may be signed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCLUDING ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION) EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER JURISDICTION ARE MANDATORILY APPLICABLE TO THIS ASSIGNMENT WITH RESPECT TO ASSETS LOCATED IN SUCH JURISDICTION. EACH PARTY HERETO IRREVOCABLY CONSENTS TO PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT SITTING IN HARRIS COUNTY, TEXAS IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS ASSIGNMENT, AND EACH PARTY HERETO WAIVES ANY OBJECTION THAT SUCH PARTY HERETO MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION, SUIT OR PROCEEDING IN SUCH COURTS AND ANY OBJECTION THAT SUCH COURTS ARE AN INCONVENIENT FORUM OR DO NOT HAVE

JURISDICTION OVER SUCH PARTY. THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING IN ANY MATTER WHATSOEVER ARISING OUT OF OR IN RELATION TO OR IN CONNECTION WITH THIS ASSIGNMENT.

Each party hereto EXPRESSLY ACKNOWLEDGES AND AGREES that, until such time as the Security Agent releases the Assigned Interest from the Liens and the other rights, powers, privileges and interests created under or evidenced by the Natixis Documents, Natixis, New York Branch, as Security Agent pursuant to the Natixis Documents, is, and shall remain, a third-party beneficiary of certain provisions and agreements contained in this Assignment relating to the liens, security interests, assignments, and other interests with respect to the Assigned Interest that it holds as Security Agent for its benefit and the benefit of the Secured Parties (as defined in the Loan Agreement) under the Natixis Documents and the rights, powers, and privileges that Natixis, New York Branch may have with respect to such Assigned Interest under the Natixis Documents; provided that, if at any time after the Security Agent releases the Assigned Interests from the Liens, the Liens on such Assigned Interests are reinstated, this provision shall also be reinstated. Each party further acknowledges and agrees that Natixis, New York Branch shall have the full right to take action with respect to enforcement of such provisions and agreements contained herein in accordance with its terms as if it were a signatory hereto.

After the date of this Assignment, each party hereto shall execute and deliver from time to time further documents and shall take such other actions as any party hereto may reasonably request to accomplish the intent of this Assignment, including the execution and delivery of all other documents reasonably required in order to transfer ownership of the Assets to Assignee, including any such documents that may be required to be filed with any applicable governmental authority.

In connection with the execution of this Assignment, Assignor and Assignee have also executed a transfer document utilizing Form BOEM-0150 for submittal to and approval by the Bureau of Ocean Energy Management of the United States Department of the Interior. Such Form BOEM-0150 is not intended to convey any additional interest in and to the Assigned Interest than that specified in this Assignment.

[Signature and acknowledgment pages follow.]

IN WITNESS WHEREOF, this Assignment is executed by the parties hereto as of the dates set forth in the respective signature blocks below, provided that the Assignment shall be effective as of January 1, 2021, subject to the approval of the Bureau of Ocean Energy Management of the United States Department of the Interior.


**WITNESSES**

  
Printed Name: Tina Doughty

  
Printed Name: Leah Bramlett

**ASSIGNOR:**

**ILX Prospect Praline, LLC**

  
W. Greg Tabor  
Director

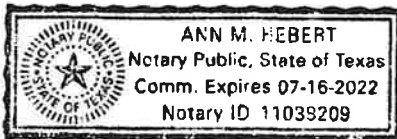
**ACKNOWLEDGEMENT**


**STATE OF TEXAS** §

**COUNTY OF HARRIS** §

**BEFORE ME**, the undersigned authority, on this day personally appeared, **W. Greg Tabor**, known to me to be the person whose name is subscribed to the foregoing instrument as **Director** of **ILX Prospect Praline, LLC**, a Delaware limited liability company, and acknowledged to me that he executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this 7<sup>th</sup> day of **July, 2021**.



  
Notary Public - State of Texas

My Commission expires July 16, 2022.


**WITNESSES**

  
Printed Name: Tina Doughty

  
Printed Name: Leah Bramlett

**ASSIGNEE:**

**ILX III Prospect Holdings, LLC**

  
Fritz L. Spencer, III  
Director

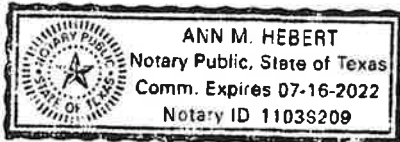
**ACKNOWLEDGEMENT**

**STATE OF TEXAS           §**

**COUNTY OF HARRIS       §**

**BEFORE ME**, the undersigned authority, on this day personally appeared, **Fritz L. Spencer, III**, known to me to be the person whose name is subscribed to the foregoing instrument as **Director of ILX III Prospect Holdings, LLC**, a Delaware limited liability company, and acknowledged to me that he executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this 7<sup>th</sup> day of **July, 2021**.



  
Notary Public - State of Texas

**My Commission expires July 16, 2022.**

**EXHIBIT C**

**Bill of Sale and Assignment of Record Title Interest**

[See attached.]

**BILL OF SALE AND ASSIGNMENT OF RECORD TITLE INTEREST**

**THE UNITED STATES OF AMERICA**

**OUTER CONTINENTAL SHELF**

**WHEREAS**, pursuant to this Bill of Sale and Assignment of Record Title Interest (this “**Assignment**”) **ILX Prospect Praline, LLC (“ILX”)**, a Delaware limited liability company, having offices at 712 Fifth Avenue, 36<sup>th</sup> Floor, New York, New York 10019 (hereinafter called “**Assignor**”) wishes to grant, bargain, transfer, sell, assign and convey unto **ILX III Prospect Holdings, LLC (“ILX III”)**, a Delaware limited liability company, having offices at 712 Fifth Avenue, 36<sup>th</sup> Floor, New York, New York 10019 (hereinafter called “**Assignee**”), an undivided 7.12500% of 8/8ths record title interest in and to the following (collectively the “**Assets**”):

1. That certain Oil and Gas Lease of Submerged Lands, bearing serial number OCS-G 34421, dated effective as of August 1, 2012, by and between the United States of America, as Lessor, and Houston Energy, L.P., and Red Willow Offshore, LLC, as Lessees, covering all of Block 75, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, (the “**Lease**”).
2. All pooled, communitized or unitized acreage or rights which includes or constitutes all or part of the Lease or any Wells (the “**Units**”), and all tenements, hereditaments and appurtenances belonging to the Lease and Units.
3. Any and all wells located on, under or within the Lease or Units (the “**Wells**”), in each case whether producing, non-producing, permanently or temporarily plugged and abandoned.
4. All fixture, equipment, pipelines, well heads, casing or similar equipment, in each case, appurtenant to the Assets or used in connection with the ownership or current/future operation of the Assets or the production, treatment, sale or disposal of hydrocarbons (the “**Equipment**”).

5. All (i) oil, gas or other hydrocarbons in, on, under or that may be produced from or attributable to the Lease, Units or Wells on or after the Effective Time (as defined below), (ii) oil, gas or other hydrocarbon inventories of Assignor from the Lease, Units or Wells located in storage or existing in pipelines, plants and/or tanks (including inventory and line and tank fill) as of the Effective Time, and (iii) all pipeline imbalances and well imbalances relating to the Lease, Units or Wells and allocable to Assignor as of the Effective Time.
6. The Applicable Contracts (as defined below).
7. All of the files, records and data directly relating to the Lease, Units, Wells, Applicable Contracts and Equipment including, without limitation, land and lease files, well files, title records, prospect information, contracts, all logs including electric logs, core data, pressure data and decline curves and graphical production curves, operational records, technical records, production and processing records, accounting files and contract files, and all related materials in the possession or control of Assignor or its affiliates, pertaining to the Assets (collectively, the "**Records**").

**NOW, THEREFORE**, effective as of January 1, 2021 (the "**Effective Time**"), for and in consideration of the mutual advantages and benefits accruing to the parties hereto and for One Thousand and No/100 Dollars (\$1,000) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and further in consideration of the mutual covenants and conditions herein contained, Assignor does hereby **GRANT, BARGAIN, TRANSFER, CONVEY, SELL and ASSIGN** to Assignee an undivided 7.12500% of 8/8ths record title interest in and to the Assets (the "**Assigned Interest**").

Assignor represents and warrants to Assignee that the Assigned Interest is free and clear of all liens and encumbrances other than those expressly provided for in the Operating Agreement and other Applicable Contracts, with no lease burdens other than the lessor's royalty as provided in the Lease and the overriding royalty interests and carried working interest reserved (as defined below).

Assignee assumes, and agrees to be bound by, all of the obligations and liabilities of Assignor as to the Assigned Interest herein assigned, to the extent such obligations and liabilities arise from or relate to events accruing on or after the effective date hereof (the "**Assumed**



**Obligations**”). This Assignment is made subject to the Assigned Interest share of all of the terms, conditions, obligations and other provisions contained in all agreements that are binding on the other Assets or that relate to the ownership or operation of the other Assets (the “**Applicable Contracts**”), including, but not limited to, the following documents to the extent attributable to the Assigned Interest:

1. The terms, provisions and conditions of the Lease.
2. Amended and Restated Program Agreement, by and between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation dated effective October 1, 2009, as amended.
3. Participation Agreement dated July 27, 2010 by and between Ridgewood Energy Corporation and ILX Holdings, LLC, as amended.
4. Assignment of Record Title Interest in the Lease dated effective August 1, 2012, by and between Houston Energy, L.P., as Assignor, and Ridgewood Energy Corporation, as Assignee, recorded in File Number: 2012-00004940, Book 1281, Page 13, in Plaquemines Parish, LA.
5. Assignment of Overriding Royalty Interest dated effective August 1, 2012, between Houston Energy, L.P., Red Willow Offshore, LLC, and Ridgewood Energy Corporation, as Assignors and TGS-NOPEC Geophysical Company, as Assignee, recorded in Plaquemines Parish, Louisiana under File Number: 2012-00005148, Book 1281, Page 513.
6. Assignment of Overriding Royalty Interest and Carried Working Interest dated effective August 1, 2012, between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation, as Assignors and HE&D Offshore, L.P., as Assignee, recorded in Plaquemines Parish, Louisiana under File Number: 2012-00005147, Book 1281, Page 508.
7. Assignment of Oil & Gas Lease dated effective February 1, 2013, between Ridgewood Energy Corporation, as Assignor, and ILX Prospective Leases II, LLC, as Assignee, recorded in Plaquemines Parish, Louisiana under File Number: 2013-00002312, Book 1295, Page 49.

8. Assignment of Record Title Interest dated effective October 1, 2013, between ILX Prospective Leases II, LLC, et al, as Assignors, and Deep Gulf Energy II, LLC, et al, as Assignees, recorded in Plaquemines Parish, Louisiana under File Number: 2014-00003031, Book 1322, Page 819.
9. Assignment of Oil & Gas Lease dated effective February 1, 2013, between ILX Prospective Leases II, LLC, as Assignor, and ILX Prospect Praline, LLC, as Assignee, recorded in Plaquemines Parish, Louisiana under File Number: 2016-00002027, Book 1359, Page 238.
10. Participation Agreement dated effective December 1, 2016, by and between LLOG Exploration Offshore, L.L.C., and Red Willow Offshore, LLC, et al.
11. Operating Agreement dated effective December 1, 2016, by and between LLOG Exploration Offshore, L.L.C., as Operator, and Red Willow Offshore, LLC, et al, as Non-Operators, as ratified and amended.
12. Memorandum of Operating Agreement and Financing Statement dated effective December 1, 2016, between LLOG Exploration Offshore, L.L.C., as Operator, and ILX Prospect Praline, LLC, et al, as Non-Operators.
13. Assignment of Record Title dated effective December 1, 2016, between Deep Gulf Energy II, LLC, et al, as Assignors, and ILX Prospect Praline, LLC, et al, as Assignee, recorded in Plaquemines Parish, Louisiana under File Number: 2017-00000252, Book 1373, Page 24.
14. Assignment of Record Title dated effective May 26, 2017, between CL&F Offshore, LLC, et al, as Assignors, and Houston Energy Deepwater Ventures XII, LLC, as Assignee, recorded in Plaquemines Parish, Louisiana under File Number: 2017-00003050, Book 1384, Page 886.
15. Assignment of Interests in the Lease dated effective January 10, 2018, by and between Deep Gulf Energy III, LLC, as Assignor, and ILX Prospect Praline, LLC, et al, as Assignees, recorded in File Number: 2018-00001157, Book 1394, Page 499, in Plaquemines Parish, Louisiana.

16. Deepwater Production Handling and Operating Services Agreement dated effective May 1, 2019, between Talos Resources, LLC, Owner, and LLOG Exploration Offshore, L.L.C., et al, Producers.
17. Gas Transportation Form of Service Agreement – IT (ITS-DES-0074) dated April 1, 2021, between Destin Gas Pipeline, and ILX Prospect Praline, LLC.
18. Reserve Commitment Agreement – (ITS-DES-0074) dated April 1, 2021, between Destin Gas Pipeline, and ILX Prospect Praline, LLC.
19. Gas Processing Agreement dated April 1, 2020, between Pascagoula Gas Processing LLC, and ILX Prospect Praline, LLC.
20. Oil Sales Agreement (Contract # TBD) dated March 1, 2021, between Chevron Products Company, and ILX Prospect Praline, LLC.
21. Gas Sales Agreement (Contract # TBD) dated May 1, 2021, between BP Energy, and ILX Prospect Praline, LLC.

Notwithstanding the foregoing, Assignor and Assignee hereby expressly acknowledge and agree that (i) each Natixis Document (as defined below) encumbers certain Collateral (as further defined and described in each Natixis Document), which may include all or a portion of the Assigned Interest, pursuant to the requirements of the Senior Secured Project Finance Term-Loan Agreement dated March 20, 2019, among ILX Holdings III LLC, as borrower, each subsidiary of the Borrower party thereto from time to time as a “Guarantor,” including without limitation, each of ILX Prospect Praline, LLC and ILX III Prospect Holdings, LLC, each parent of the Borrower party thereto as a “Parent”, including each of Riverstone Ridgewood III Holdings, LLC and Riverstone Energy VI ILX Holdings GP, LLC, the financial institutions party thereto from time to time as lenders thereunder, and Natixis, New York Branch, in its capacities thereunder as administrative agent, security agent (in such capacity, the “**Security Agent**”), structuring bank, technical and modelling bank, issuing bank, and global coordinator (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), (ii) Assignee takes the Assigned Interest pursuant to this Assignment subject to the liens, pledges, security interests, assignments, and other interests (collectively, the “**Liens**”) with respect to the Assigned Interest that are held by the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement)

under each Natixis Document, and (iii) all of the rights, powers, and privileges with respect to the Assigned Interest granted to the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) under each Natixis Document against any obligor thereunder, including without limitation any rights of the Security Agent that are available to it following an "Event of Default" under any such Natixis Document, are and will remain binding upon, and enforceable against Assignor and Assignee. To secure the Obligations and the Secured Obligations, as applicable, (in either case, as defined in the applicable Natixis Document), which may include loans and advances from time to time, regardless of whether any amounts have been advanced prior to the date hereof or are advanced on a later date and constitute future advances and obligations of any obligor under the Loan Agreement or any other Finance Document (as defined in the Loan Agreement), each of Assignor and Assignee hereby **REAFFIRM, RATIFY, CONFIRM, RENEW, AND ACKNOWLEDGE** (a) the existence of the Liens granted in favor of the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) pursuant to the Natixis Documents and (b) the assignment of hydrocarbons in favor of the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) set forth in Article 3 of each of the Louisiana Mortgage, the Mississippi Mortgage, and the Amended Alabama Mortgage, and hereby agree that such Liens, including, without limitation, such assignment of hydrocarbons under each of the Louisiana Mortgage, the Mississippi Mortgage, and the Amended Alabama Mortgage are, and **SHALL CONTINUE IN FULL FORCE AND EFFECT, AS TO THE COLLATERAL, AS DEFINED AND DESCRIBED THEREIN, INCLUDING ANY AND ALL COLLATERAL CONSTITUTING ANY PORTION OF THE ASSIGNED INTEREST, TO SECURE THE PROMPT AND UNCONDITIONAL PAYMENT AND PERFORMANCE IN FULL OF THE OBLIGATIONS (AS DEFINED IN THE LOAN AGREEMENT)**. To further secure the Obligations and the Secured Obligations, as applicable, (in either case, as defined in the applicable Natixis Document), which may include loans and advances from time to time, regardless of whether any amounts have been advanced prior to the date hereof or are advanced on a later date and constitute future advances and obligations of any obligor under the Loan Agreement or any other Finance Document (as defined in the Loan Agreement), the Assignee hereby **HYPOTHECATES, PLEDGES, MORTGAGES, ASSIGNS and GRANTS** a continuing

security interest unto and in favor of the Security Agent for its benefit and the benefit of the Secured Parties (as defined in the Loan Agreement), in all of the Personalty Collateral and Fixture Collateral (as each such term is defined in the Natixis Documents) of the Assignee that constitutes any portion of the Assigned Interest and that the rights, powers, and privileges granted to the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) under each Natixis Document with respect to any portion of the Assigned Interest that constitutes Personalty Collateral shall apply jointly and severally to each of the Assignor and Assignee. Assignor and Assignee hereby further acknowledge and agree that this Assignment, and the rights and interests in the Assigned Interest that Assignee is acquiring hereunder, shall be subordinate and junior in all respects to the Liens and other rights, powers, privileges and interests with respect to the Assigned Interest that are held by the Security Agent for the benefit of itself and the other Secured Parties (as defined in the Loan Agreement) under the Natixis Documents.

The parties hereto acknowledge and agree that (x) the transfer of the Assigned Interest pursuant to this Assignment is expressly permitted pursuant to, and is being made in accordance with, Clause 25.4(b) of the Loan Agreement (Disposals) and (y) nothing in this Assignment nor the transactions contemplated hereby shall be construed to be a consent to, or waiver of, any requirements set forth in Clause 25.4 of the Loan Agreement (Disposals) or Section 4.4 of the Louisiana Mortgage (Operation of the Collateral) or any similar provision or any “due on sale” clause or any other provision providing that indebtedness may be accelerated upon any sale or transfer by any obligor under any of the Natixis Documents (as defined below) that would result in an “Event of Default” under the applicable Natixis Document.

Reference is hereby made to each of the following agreements, documents, and other instruments (collectively, the “**Natixis Documents**”, and each individually, a “**Natixis Document**”):

1. Security Agreement dated as of March 20, 2019, among ILX Holdings III LLC and each subsidiary of ILX Holdings III LLC party thereto from time to time as a “Grantor,” including without limitation, each of ILX Prospect Praline, LLC and ILX III Prospect Holdings, LLC, and Natixis, New York Branch, as Security Agent for the beneficiaries named therein (as amended, restated, amended and

restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”).

2. UCC-1 Financing Statement naming ILX Prospect Praline, LLC, as Debtor, and Natixis, New York Branch, as Security Agent, as Secured Party, duly filed as instrument number 20192047673 with the Secretary of State of the State of Delaware on March 25, 2019 (“**Personal Property UCC-1**”).
3. Act of Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of March 20, 2019, by ILX Prospect Buckskin, LLC, ILX Prospect Calliope, LLC, ILX Prospect Durango, LLC, ILX Prospect Khaleesi, LLC, ILX Prospect La Femme, LLC, ILX Prospect Mormont, LLC, ILX Prospect Mudbug, LLC, ILX Prospect Praline, LLC, and ILX Prospect Steelhead, LLC, each, a Delaware limited liability company, to Natixis, New York Branch, as Security Agent, duly filed of record in the following jurisdictions, on the following dates, and under the following recording information (collectively, the “**Louisiana Mortgage**”):

Jurisdiction	File Date	Recording Information
Iberia Parish, LA	3/22/2019	Instrument No. 2019-00002406 (Mortgage Records)
Lafourche Parish, LA	3/22/2019	Instrument No. 1274328, Mortgage Book 1957, Page 221
Plaquemines Parish, LA	3/22/2019	Instrument No. 2019-00000907, Mortgage Book 3819, Page 325
Vermilion Parish, LA	3/22/2019	Instrument No. 2019002056, Book MO
Bureau of Ocean Energy Management	3/22/2019	OCS-G 25806 and the other leases named therein

4. UCC-1 Financing Statement, filed in connection with the Louisiana Mortgage, duly filed of record in the following jurisdictions, on the following dates, and under the following recording information (collectively, the “**Louisiana Fixture Filing**”):

Jurisdiction	File Date	Recording Information
Plaquemines Parish, LA	3/22/2019	Instrument No. 2019-00000907, Book 3819, Page 325

Jurisdiction	File Date	Recording Information
Bureau of Ocean Energy Management	3/22/2019	OCS-G 25806 and the other leases named therein

5. Deed of Trust, Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of March 20, 2019, from ILX Prospect La Femme, LLC, ILX Prospect Mudbug, LLC, and ILX Prospect Praline, LLC, each, a Delaware limited liability company, to Natixis, New York Branch, as Security Agent, duly filed of record in the following jurisdiction, on the following date, and under the following recording information (collectively, the “**Mississippi Mortgage**”):

Jurisdiction	File Date	Recording Information
Jackson County, MS	3/25/2019	Instrument No. 201906000, Book 27, Pages 351-387

6. UCC-1 Financing Statement, filed in connection with the Mississippi Mortgage, duly filed of record in the following jurisdiction, on the following date, and under the following recording information (collectively, the “**Mississippi Fixture Filing**”):

Jurisdiction	File Date	Recording Information
Jackson County, MS	3/25/2019	Instrument No. 201906001, Book 27, Pages 388-426

7. Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of March 20, 2019, from ILX Prospect Calliope, LLC, ILX Prospect Durango, LLC, ILX Prospect La Femme, LLC, ILX Prospect Mudbug, LLC, ILX Prospect Praline, LLC, and ILX Prospect Steelhead, LLC, each, a Delaware limited liability company, to Natixis, New York Branch, as Security Agent, duly filed of record in the following jurisdictions, on the following dates, and under the following recording information (collectively, the “**Alabama Mortgage**”):

Jurisdiction	File Date	Recording Information
Baldwin County, AL	3/22/2019	Instrument No. 1749623
Mobile County, AL	3/22/2019	Instrument No. 2019014733

*as reaffirmed and amended by Reaffirmation and Amendment No. 1 to Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of December 12, 2019, from ILX Prospect Calliope, LLC, ILX Prospect Durango, LLC, ILX Prospect La Femme, LLC, ILX Prospect Mudbug, LLC, ILX Prospect Praline, LLC, and ILX Prospect Steelhead, LLC, each, a Delaware limited liability company, to Natixis, New York Branch, as Security Agent, duly filed of record in the following jurisdictions, on the following dates, and under the following recording information:*

Jurisdiction	File Date	Recording Information
Baldwin County, AL	12/20/2019	Instrument No. 1801774
Mobile County, AL	12/20/2019	Instrument No. 2019073954

(collectively, as so reaffirmed and amended, the “**Amended Alabama Mortgage**”).

8. UCC-1 Financing Statement, filed in connection with the Alabama Mortgage, duly filed of record in the following jurisdictions, on the following dates, and under the following recording information (collectively, the “**Alabama Fixture Filing**”):

Jurisdiction	File Date	Recording Information
Baldwin County, AL	3/22/2019	Instruments No. 1749623 and 0171522
Mobile County, AL	3/22/2019	Instrument No. 2019014733

*As part of the Assumed Obligations, Assignee hereby assumes, and shall timely perform and discharge, all of Assignor’s duties and obligations under the Lease and the Applicable Contracts in each case in so far and only in so far as the same pertain to the Assigned Interest and this Assignment on and after the effective date hereof, including, but not limited to: restoration of the surface, environmental and pollution clean-up, plugging and abandonment of any and all existing and future wells and facilities. Assignee shall release and shall protect, indemnify, defend and hold harmless Assignor, its current and former affiliates, and its and*



*their respective members, stockholders, managers, officers, directors, employees, agents, advisors and representatives (“Assignor Group”) from and against any and all losses, claims, damages, demands, suits, liabilities, costs, expenses and causes of action based upon statutory liability or otherwise (including reasonable attorneys’ fees and other costs associated therewith) for pollution and/or environmental damage of any kind, restoration of the surface, and plugging and abandonment of any and all existing and future wells and facilities, any fines or penalties assessed on account of such damage or operations, cause by, arising out of, or in any way incidental to operations conducted with respect to the Assigned Interest from and after the effective date hereof, regardless of whether or not arising from, incidental to or the result of Assignor Group’s sole, joint, concurrent, or comparative negligence or fault imposed by statute, rule or regulation or strict liability of Assignor Group.*

This Assignment is made and accepted without warranty of title, express or implied, except (i) as expressly provided above and (ii) Assignor warrants title to the Assigned Interest unto Assignee and Assignee’s successors and assigns against Assignor’s own acts and the acts of every person lawfully claiming or to claim all or any part of the Assigned Interest by, through or under Assignor, but not otherwise, provided Assignee shall have the right of full substitution and subrogation in and to any and all rights and actions of warranty which Assignor has or may have against all preceding owners of the Assigned Interest (other than any affiliate of Assignor) and with full subrogation of all rights accruing under the applicable statutes of limitations and all rights and actions of warranty against all former owners of the Assigned Interest (other than any affiliate of Assignor).

Assignor hereby excepts, excludes and reserves from the grant and conveyance described herein, unto itself and its respective successors and assignees, and shall continue to be responsible for, the entirety of Assignor’s right, title and interest in and to the Assets other than the Assigned Interests (the “**Excluded Assets**”).

TO HAVE AND TO HOLD said interests in the Assigned Interest hereby assigned and conveyed, subject to the terms hereof, together with all and singular the rights and privileges in any way pertaining thereto unto Assignee, its successors and assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors, legal representatives and assigns of the parties hereto. If an ambiguity or question of intent or interpretation arises, this Assignment will be construed as if drafted jointly by the parties hereto

and no presumption or burden of proof will arise favoring or disfavoring any party hereto because of the authorship of any provision of this Assignment.

NOTWITHSTANDING ANY PROVISION OF THIS ASSIGNMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO ANY OTHER PARTY HERETO OR ANY INDEMNIFIED PERSON FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OF ANY KIND OR ANY PUNITIVE OR EXEMPLARY DAMAGES, IN EACH CASE, ARISING OUT OF OR IN CONNECTION WITH THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING ANY BREACH OR ALLEGED BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT IN THIS ASSIGNMENT), WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, INCLUDING DIMINUTION OF VALUE OR DAMAGES DETERMINED AS A MULTIPLE OF INCOME, except to the extent any such party hereto or indemnified person, as applicable, suffers such damages to a third party, which damages (including costs of defense and reasonable attorneys' fees incurred in connection with defending against such damages) shall not be excluded by this provision as to recovery hereunder.

This Assignment may be signed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCLUDING ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION) EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER JURISDICTION ARE MANDATORILY APPLICABLE TO THIS ASSIGNMENT WITH RESPECT TO ASSETS LOCATED IN SUCH JURISDICTION. EACH PARTY HERETO IRREVOCABLY CONSENTS TO PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT SITTING IN HARRIS COUNTY, TEXAS IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS ASSIGNMENT, AND EACH PARTY HERETO WAIVES ANY OBJECTION THAT SUCH PARTY HERETO MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF

ANY SUCH ACTION, SUIT OR PROCEEDING IN SUCH COURTS AND ANY OBJECTION THAT SUCH COURTS ARE AN INCONVENIENT FORUM OR DO NOT HAVE JURISDICTION OVER SUCH PARTY. THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING IN ANY MATTER WHATSOEVER ARISING OUT OF OR IN RELATION TO OR IN CONNECTION WITH THIS ASSIGNMENT.

Each party hereto EXPRESSLY ACKNOWLEDGES AND AGREES that, until such time as the Security Agent releases the Assigned Interest from the Liens and the other rights, powers, privileges and interests created under or evidenced by the Natixis Documents, Natixis, New York Branch, as Security Agent pursuant to the Natixis Documents, is, and shall remain, a third-party beneficiary of certain provisions and agreements contained in this Assignment relating to the liens, security interests, assignments, and other interests with respect to the Assigned Interest that it holds as Security Agent for its benefit and the benefit of the Secured Parties (as defined in the Loan Agreement) under the Natixis Documents and the rights, powers, and privileges that Natixis, New York Branch may have with respect to such Assigned Interest under the Natixis Documents; provided that, if at any time after the Security Agent releases the Assigned Interests from the Liens, the Liens on such Assigned Interests are reinstated, this provision shall also be reinstated. Each party further acknowledges and agrees that Natixis, New York Branch shall have the full right to take action with respect to enforcement of such provisions and agreements contained herein in accordance with its terms as if it were a signatory hereto.

After the date of this Assignment, each party hereto shall execute and deliver from time to time further documents and shall take such other actions as any party hereto may reasonably request to accomplish the intent of this Assignment, including the execution and delivery of all other documents reasonably required in order to transfer ownership of the Assets to Assignee, including any such documents that may be required to be filed with any applicable governmental authority.

In connection with the execution of this Assignment, Assignor and Assignee have also executed a transfer document utilizing Form BOEM-0150 for submittal to and approval by the Bureau of Ocean Energy Management of the United States Department of the Interior. Such Form

BOEM-0150 is not intended to convey any additional interest in and to the Assigned Interest than that specified in this Assignment.

[Signature and acknowledgment pages follow.]

IN WITNESS WHEREOF, this Assignment is executed by the parties hereto as of the dates set forth in the respective signature blocks below, provided that the Assignment shall be effective as of January 1, 2021, subject to the approval of the Bureau of Ocean Energy Management of the United States Department of the Interior.

**WITNESSES**

  
Printed Name: Tina Doughty

  
Printed Name: Leah Bramlett

**ASSIGNOR:**

**ILX Prospect Praline, LLC**

  
W. Greg Tabor  
Director

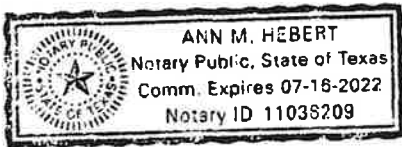
**ACKNOWLEDGEMENT**

STATE OF TEXAS §

COUNTY OF HARRIS §

**BEFORE ME**, the undersigned authority, on this day personally appeared, **W. Greg Tabor**, known to me to be the person whose name is subscribed to the foregoing instrument as **Director of ILX Prospect Praline, LLC**, a Delaware limited liability company, and acknowledged to me that he executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this 7<sup>th</sup> day of July, 2021.



  
Notary Public - State of Texas

My Commission expires July 16, 2022.

**WITNESSES**

  
Printed Name: Tina Doughty

  
Printed Name: Leah Bramlett

**ASSIGNEE:**

**ILX III Prospect Holdings, LLC**

  
Fritz L. Spencer, III  
Director

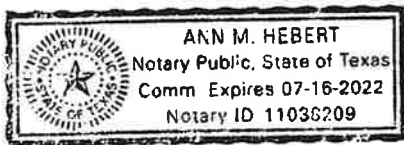
**ACKNOWLEDGEMENT**

**STATE OF TEXAS           §**

**COUNTY OF HARRIS       §**

**BEFORE ME**, the undersigned authority, on this day personally appeared, **Fritz L. Spencer, III**, known to me to be the person whose name is subscribed to the foregoing instrument as **Director of ILX III Prospect Holdings, LLC**, a Delaware limited liability company, and acknowledged to me that he executed the same for and on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

**GIVEN** under my hand and seal of office this **7<sup>th</sup>** day of **July, 2021**.



  
Notary Public - State of Texas

My Commission expires July 16, 2022.