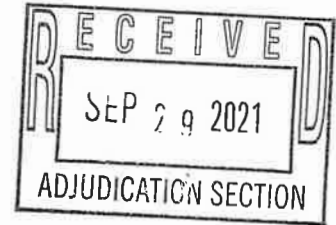


Shannon S. Bertino sbertino@velaw.com
Tel +1.214.661.7324 Fax +1.214.220.7716

September 23, 2021

VIA FEDEX

Bureau of Ocean Energy Management
Attn: Adjudication
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: 1 – Mortgage, Deed of Trust, Security Agreement
Name of Document: Partial Release of Mortgage
Assignor: ILX Prospect Durango LLC, as Mortgagor
Assignee: Natixis New York Branch, as Mortgagee
Lease Nos.: OCS Leases 31498, 33701, 34421, 34447, 34452, 34886, 35325.

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,

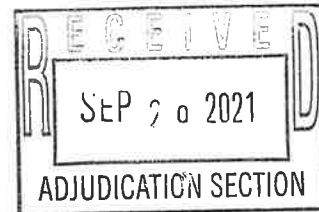
A handwritten signature in blue ink that reads "Shannon S. Bertino".

Shannon S. Bertino

Enclosures

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 Calliope, LLC
ILX Prospect Durango, LLC
ILX Prospect La Femme, LLC
ILX Prospect Mudbug, LLC
ILX Prospect Praline, LLC
ILX Prospect Steelhead, LLC
c/o Riverstone Holdings, LLC
712 Fifth Avenue, 19th Floor
New York, NY 10019

Mortgagee's Name and Address:

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

PARTIAL RELEASE OF MORTGAGE

This PARTIAL RELEASE OF MORTGAGE (this "Release") executed on the date of the acknowledgment below, but effective as of 12:01 a.m., local time, on July 21, 2021 (the "Effective Time") is executed by Natixis, New York Branch, as Security Agent (in such capacity, the "Mortgagee"). Unless otherwise defined herein, all capitalized terms used herein shall have the meaning given such terms under the Mortgage (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement, dated as of March 20, 2019, executed by 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 (hereinafter collectively called "Mortgagor"), to NATIXIS, NEW YORK BRANCH, for its benefit and the benefit of the other Beneficiaries (as defined therein) (as amended, supplemented or otherwise modified, the "Mortgage"), which Mortgage was filed of record in Baldwin County and Mobile County, Alabama, as further described on Annex I, attached hereto. The Mortgage evidences a lien, security interest, and assignment of production bearing against the properties described therein.

WHEREAS, the Mortgage covers and encumbers, among other property (both real and personal), each Assigned Interest (as defined in each Assignment (as defined below)). The

Mortgagor has or will dispose of its interest in each Assigned Interest. As used herein, "Assignment" means the documents listed on Annex II.

WHEREAS, it is understood and agreed that this Release is a partial release only and shall not release any rights, security interests, mortgages, liens, assignments, charges, titles, equities, or other encumbrances held by Mortgagee in any property other than each Assigned Interest. In addition, it is expressly provided that neither the indebtedness nor any of the other obligations secured by the Mortgage have been extinguished, paid in full, or fully performed, and none of the same are extinguished or discharged hereby.

NOW, THEREFORE, for valuable consideration received, the sufficiency of which is hereby acknowledged, as of the Effective Time, the Mortgagee does hereby RELEASE and DISCHARGE the Mortgage, and all the rights, security interests, mortgages, liens, assignments, charges, titles, equities and all other encumbrances purported to be created by, or renewed, extended and/or carried forward under the Mortgage **INSOFAR, AND ONLY INSOFAR**, as such rights, security interests, mortgages, liens, assignments, charges, titles, equities, and other encumbrances cover, encumber, or pertain to each Assigned Interest, as specifically described in each Assignment. For the avoidance of doubt, all other rights, titles, and interests of the Mortgagee in the Collateral not specifically described in each Assignment are unaffected by this Release.

[Signature Page Follows]

Executed on the date of acknowledgment below, to be effective as of the Effective Time, by the Mortgagee.

MORTGAGEE:

NATIXIS, NEW YORK BRANCH



By: Lisa Wong
Its: Director

Lisa Wong
Director



By: Hana Beckles
Its: Director

STATE OF NEW YORK
COUNTY OF NEW YORK

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Lisa Wong, whose name as Director of Natixis, New York Branch, and Hana Beckles, whose name as Director of Natixis, New York Branch, are signed to the foregoing instrument, and each of who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such Director of Natixis, New York Branch, and Director of Natixis, New York Branch, respectively, and with full authority, executed the same voluntarily for and as the act of said mortgagee.

Given under my hand and official seal this the 21st day of July, 2021.



(NOTARY PUBLIC)

My commission expires:

October 14, 2024

(NOTARY SEAL)

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

The Mortgage

1. Act of Mortgage, Assignment of As-Extracted Collateral, Security Agreement, Fixture Filing and Financing Statement dated as of March 20, 2019, by 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 | 3/22/2019 | Instrument No. 1749623 |
| Mobile County, AL | 3/22/2019 | Instrument No. 2019014733 |

2. 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 |

ANNEX II

Assignment

1. That certain Assignment of Operating Rights, effective January 1, 2021, from ILX Prospect Calliope, 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 Calliope, LLC, as assignor, to ILX III Prospect Holdings, LLC, as assignee, attached hereto as Exhibit B,
3. That certain Assignment of Operating Rights, effective January 1, 2021, from ILX Prospect Calliope, LLC, as assignor, to ILX III Prospect Holdings, LLC, as assignee, attached hereto as Exhibit C,
4. That certain Bill of Sale and Assignment of Record Title Interest, effective January 1, 2021, from ILX Prospect Durango, LLC, as assignor, to ILX III Prospect Holdings, LLC, as assignee, attached hereto as Exhibit D,
5. 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 E,
6. 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 F,
7. 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 G, and
8. That certain Bill of Sale and Assignment of Record Title Interest, effective January 1, 2021, from ILX Prospect Steelhead, LLC, as assignor, to ILX III Prospect Holdings, LLC, as assignee, attached hereto as Exhibit H.

EXHIBIT A

Assignment of Operating Rights

[See attached.]

ASSIGNMENT OF OPERATING RIGHTS

THE UNITED STATES OF AMERICA §
 OUTER CONTINENTAL SHELF §

WHEREAS, pursuant to this Assignment of Record Title Operating Rights (this “**Assignment**”), **ILX Prospect Calliope, LLC (“ILX”)**, a Delaware limited liability company, having offices at 712 Fifth Avenue, 36th 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, 36th Floor, New York, New York 10019 (hereinafter called “**Assignee**”), an undivided 9.17308% of 8/8ths operating rights interest in and to the following (collectively the “**Assets**”):

1. That certain lease dated November 1, 2012 by and between the United States of America, as Lessor, and LLOG Exploration Offshore, L.L.C, as Lessee, bearing Serial Number OCS-G 34447, covering all of Block 565, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10 containing approximately 5,760 acres, INSO FAR AND ONLY INSO FAR as the Lease covers the S/2 of Mississippi Canyon Block 565, LIMITED to those depths lying between the surface down to and including the depth of 20,000 feet TVDSS (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 9.17308% of 8/8ths operating rights 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 dated effective October 1, 2009, by and between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation, as amended.
- 3) Participation Agreement dated July 27, 2010, by and between Ridgewood Energy Corporation and ILX Holdings, LLC.
- 4) LLOG’s Letter of Intent (Calliope Prospect) dated May 25, 2016, between LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Ridgewood Energy Corporation, Red Willow Offshore, LLC and Houston Energy, L.P.
- 5) Assignment Agreement dated June 30, 2016, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Ridgewood Calliope, LLC, ILX Prospect Calliope, LLC, Ridgewood Blutarsky, LLC, ILX Prospect Blutarsky, LLC, Ridgewood Barataria, LLC, ILX Prospect Barataria, LLC, Red Willow Offshore, LLC, Houston Energy, L.P., HE&D Offshore, L.P., and Houston Energy Deepwater Ventures X, LLC.
- 6) Letter Agreement dated October 10, 2016 by and between LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Ridgewood Calliope, LLC, ILX Prospect Calliope, LLC and Red Willow Offshore, LLC regarding Red Willow Offshore, LLC’s limited participation in the Calliope Prospect.
- 7) Calliope Prospect Participation Agreement dated effective September 1, 2016, between Houston Energy Deepwater Ventures X, LLC, successor in interest to HE&D Offshore, L.P. and CL&F Offshore, LLC.
- 8) Offshore Operating Agreement dated effective November 1, 2012, as ratified and amended effective September 2, 2016, by and between LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Ridgewood Calliope, LLC, ILX Prospect Calliope, LLC, Ridgewood Barataria, LLC, ILX Prospect Barataria, LLC, Red Willow

Offshore, LLC, Houston Energy, L.P., Houston Energy Deepwater Ventures IX, LLC, Houston Energy Deepwater Ventures X, LLC and CL&F Offshore, LLC.

- 9) Production Handling and Operating Services Agreement dated March 1, 2019, Mississippi Canyon Block 565 and 609 (“Calliope”) at Na Kika Platform (“Host”), between Shell Offshore Inc. and BP Exploration and Production Inc., as Na Kika Platform Owners and LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Ridgewood Calliope, LLC, ILX Prospect Calliope, LLC, Red Willow Offshore, LLC, and CL&F Offshore, LLC.
- 10) Oil Sales Agreement dated effective March 1, 2021, by and between ILX Prospect Calliope, LLC and Chevron Products Company.

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 Calliope, 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 and the Amended Alabama Mortgage, and hereby agree that such Liens, including, without limitation, such assignment of hydrocarbons under each of the Louisiana 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 Calliope, 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 Calliope, LLC, as Debtor, and Natixis, New York Branch, as Security Agent, as Secured Party, duly filed as instrument number 20192047467 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 |
| Bureau of Ocean Energy Management | 3/22/2019 | OCS-G 25806 and the other leases named therein |

5. 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”**).

6. 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 Calliope, LLC


W. Greg Tabor
Director

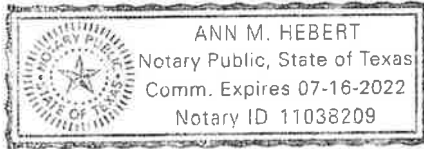
ACKNOWLEDGEMENT


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 Calliope, 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 7th 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

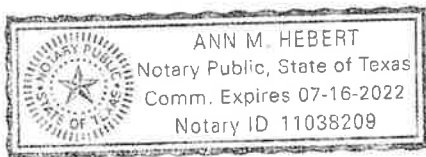
ACKNOWLEDGEMENT


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 **7th** 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 Calliope, LLC** (“**ILX**”), a Delaware limited liability company, having offices at 712 Fifth Avenue, 36th 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, 36th Floor, New York, New York 10019 (hereinafter called “**Assignee**”), an undivided 11.77778% of 8/8ths record title interest in and to the following (collectively the “**Assets**”):

1. That certain lease dated November 1, 2012 by and between the United States of America, as Lessor, and Houston Energy, L.P. and Red Willow Offshore, LLC, as Lessees, bearing Serial Number OCS-G 34452, covering all of Block 609, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10 containing approximately 5,760 acres, (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 11.77778% 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 dated effective October 1, 2009, by and between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation, as amended.
- 3) Participation Agreement dated July 27, 2010, by and between Ridgewood Energy Corporation and ILX Holdings, LLC.
- 4) Assignment of Overriding Royalty and Carried Interest in Oil and Gas Lease dated effective November 1, 2012, from Houston Energy L.P. and Red Willow Offshore, LLC, as Assignors to HE&D Offshore L.P. as Assignee.
- 5) Assignment of Overriding Royalty Interest in Oil and Gas Lease dated effective November 1, 2012, from Houston Energy L.P. and Red Willow Offshore, LLC, as Assignors to TGS-NOPEC Geophysical Company, as Assignee.
- 6) Assignment of Record Title Interest in Oil and Gas Lease dated effective November 1, 2012, from Houston Energy L.P. and Red Willow Offshore, LLC, as Assignors to Deep Gulf Energy II, LLC and Ridgewood Energy Corporation, as Assignees, recorded on April 19, 2013 in Plaquemines Parish, Louisiana in Book 1293, Page 89.
- 7) Assignment of Record Title Interest in Oil and Gas Lease dated effective February 1, 2013, from Ridgewood Energy Corporation, as Assignor to ILX Prospective Leases II, LLC, as Assignee.
- 8) Assignment of Record Title Interest in Oil and Gas Lease dated effective February 1, 2013 from ILX Prospective Leases II, LLC, as Assignor to ILX Prospect Calliope, LLC, as Assignee.
- 9) Assignment of Record Title Interest in Oil and Gas Lease dated effective April 1, 2015, from Red Willow Offshore, LLC and Houston Energy Deepwater Ventures X, LLC, as Assignors, to Ridgewood Calliope, LLC and ILX Prospect Calliope, LLC, as Assignee.
- 10) Assignment of Record Title Interest in Oil and Gas Lease dated effective March 1, 2016, from Deep Gulf Energy III, LLC, as Assignor to Ridgewood Calliope, LLC, ILX Prospect Calliope, LLC and Red Willow Offshore, 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 Calliope, 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 and the Amended Alabama Mortgage, and hereby agree that such Liens, including, without limitation, such assignment of hydrocarbons under each of the Louisiana 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 Calliope, 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 Calliope, LLC, as Debtor, and Natixis, New York Branch, as Security Agent, as Secured Party, duly filed as instrument number 20192047467 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 |
| Bureau of Ocean Energy Management | 3/22/2019 | OCS-G 25806 and the other leases named therein |

5. 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**”).

- 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 Calliope, LLC


W. Greg Tabor
Director

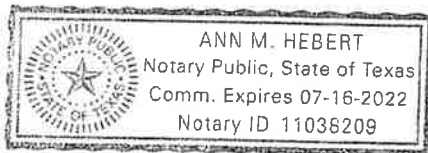
ACKNOWLEDGEMENT


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 Calliope, 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 7th 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

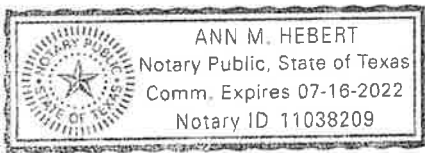
ACKNOWLEDGEMENT


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 **7th** day of **July, 2021**.




Notary Public - State of Texas

My Commission expires July 16, 2022.

EXHIBIT C

Assignment of Operating Rights

[See attached.]

ASSIGNMENT OF OPERATING RIGHTS

THE UNITED STATES OF AMERICA §
 OUTER CONTINENTAL SHELF §

WHEREAS, pursuant to this Assignment of Record Title Operating Rights (this “**Assignment**”), **ILX Prospect Calliope, LLC (“ILX”)**, a Delaware limited liability company, having offices at 712 Fifth Avenue, 36th 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, 36th Floor, New York, New York 10019 (hereinafter called “**Assignee**”), an undivided 9.17308% of 8/8ths operating rights interest in and to the following (collectively the “**Assets**”):

1. That certain lease dated November 1, 2012 by and between the United States of America, as Lessor, and Houston Energy, L.P. and Red Willow Offshore, LLC, as Lessees, bearing Serial Number OCS-G 34452, covering all of Block 609, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10 containing approximately 5,760 acres, INsofar AND ONLY INsofar as the Lease covers the N/2 of Mississippi Canyon Block 609, LIMITED to those depths lying between the surface down to and including the depth of 20,000 feet TVDSS. (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 9.17308% of 8/8ths operating rights 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 dated effective October 1, 2009, by and between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation, as amended.
3. Participation Agreement dated July 27, 2010, by and between Ridgewood Energy Corporation and ILX Holdings, LLC.
4. LLOG’s Letter of Intent (Calliope Prospect) dated May 25, 2016, between LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Ridgewood Energy Corporation, Red Willow Offshore, LLC and Houston Energy, L.P.
5. Assignment Agreement dated June 30, 2016, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Ridgewood Calliope, LLC, ILX Prospect Calliope, LLC, Ridgewood Blutarsky, LLC, ILX Prospect Blutarsky, LLC, Ridgewood Barataria, LLC, ILX Prospect Barataria, LLC, Red Willow Offshore, LLC, Houston Energy, L.P., HE&D Offshore, L.P., and Houston Energy Deepwater Ventures X, LLC.
6. Letter Agreement dated October 10, 2016 by and between LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Ridgewood Calliope, LLC, ILX Prospect Calliope, LLC and Red Willow Offshore, LLC regarding Red Willow Offshore, LLC’s limited participation in the Calliope Prospect.
7. Calliope Prospect Participation Agreement dated effective September 1, 2016, between, between Houston Energy Deepwater Ventures X, LLC, successor in interest to HE&D Offshore, L.P. and CL&F Offshore, LLC.
8. Offshore Operating Agreement dated effective November 1, 2012, as ratified and amended effective September 2, 2016, by and between LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Ridgewood Calliope, LLC, ILX Prospect Calliope, LLC, Ridgewood Barataria, LLC, ILX Prospect Barataria, LLC, Red Willow Offshore, LLC, Houston Energy, L.P., Houston Energy Deepwater Ventures IX, LLC, Houston Energy Deepwater Ventures X, LLC and CL&F Offshore, LLC.

9. Production Handling and Operating Services Agreement, dated March 21, 2019, for Mississippi Canyon Blocks 565 and 609 (“Calliope”) at Na Kika Platform (“Host”), between Shell Offshore Inc. and BP Exploration and Production Inc., as Na Kika Platform Owners and LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Ridgewood Calliope, LLC, ILX Prospect Calliope, LLC, Red Willow Offshore, LLC, and CL&F Offshore LLC, as Calliope Owners.
10. Stipulation of Ownership Interest dated April 16, 2018, by and between LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Ridgewood Calliope, LLC, ILX Prospect Calliope, LLC, Red Willow Offshore, LLC, CL&F Offshore LLC, LLOG Deepwater Royalty, L.L.C., Stork Holdings I LLC, Catamount Assets, LLC, Bergen Peak Oil & Gas, LLC, TGS-NOPEC Geophysical Company, Ed Zinni 2015 Family Trust, Winne Hart 2016 Family Trust, DKM Interests, LLC, Neal 2010 Family Trust, Neal 2010 Family Trust, AWA Investments, LLC, Harrison 2011 Descendants, CCC Investments, LLC, On-Line Production, LLC and Aleph Oil & Gas, LLC.
11. Assignment of Overriding Royalty and Agreement, dated March 1, 2019, by and between LLOG Exploration Offshore L.L.C., LLOG Bluewater Holdings L.L.C., Ridgewood Calliope, LLC, ILX Prospect Calliope, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Assignors, and Chevron U.S.A. Inc., Union Oil Company of California and Anadarko US Offshore, LLC, Assignees, and Houston Energy, L.P., as N/2 Deep & S/2 Lease Operator.
12. Oil Sales Agreement dated effective March 1, 2021, by and between ILX Prospect Calliope, LLC and Chevron Products Company.

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 Calliope, 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 and the Amended Alabama Mortgage, and hereby agree that such Liens, including, without limitation, such assignment of hydrocarbons under each of the Louisiana 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 Calliope, 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 Calliope, LLC, as Debtor, and Natixis, New York Branch, as Security Agent, as Secured Party, duly filed as instrument number 20192047467 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 |

| Jurisdiction | File Date | Recording Information |
|-----------------------------------|-----------|--|
| 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. 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**”).

6. 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 Calliope, LLC


W. Greg Tabor
Director

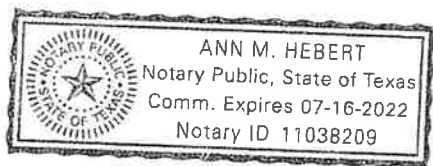
ACKNOWLEDGEMENT

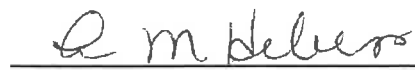
STATE OF TEXAS §

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 Calliope, 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 **7th** 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. Spender, III
Director

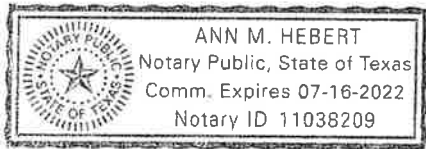
ACKNOWLEDGEMENT


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 **7th** day of **July, 2021**.




Notary Public - State of Texas

My Commission expires July 16, 2022.

EXHIBIT D

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 Durango, LLC** (“**ILX**”), a Delaware limited liability company, having offices at 712 Fifth Avenue, 36th 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, 36th Floor, New York, New York 10019 (hereinafter called “**Assignee**”), an undivided 7.08333% of 8/8ths record title interest in and to the following (collectively the “**Assets**”):

1. That certain lease dated November 1, 2012 by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P. and Red Willow Offshore, LLC, as Lessees, bearing Serial Number OCS-G 35325, covering all of Block 257, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10 containing approximately 5,760 acres (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 7.08333% 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 dated effective October 1, 2009, by and between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation, as amended.
- 3) Participation Agreement dated July 27, 2010, by and between Ridgewood Energy Corporation and ILX Holdings, LLC.
- 4) Assignment of Overriding Royalty and Carried Interest in Oil and Gas Lease dated effective July 1, 2014, from Houston Energy L.P., Red Willow Offshore, LLC, Ridgewood Institutional Prospective Leases, LLC and ILX Prospect Durango, LLC as Assignors to HE&D Offshore L.P. as Assignee.
- 5) Assignment of Overriding Royalty Interest in Oil and Gas Lease dated effective July 2, 2014, from Houston Energy L.P., Red Willow Offshore, LLC, Ridgewood Durango, LLC and ILX Prospect Durango, LLC, as Assignors to TGS-NOPEC Geophysical Company, as Assignee.
- 6) Assignment of Record Title Interest in Oil and Gas Lease dated effective July 1, 2014, from Ridgewood Energy Corporation, as Assignor, to Ridgewood Durango, LLC and ILX Prospect Durango, LLC, as Assignees.
- 7) Assignment of Record Title Interest in Oil and Gas Lease dated effective April 1, 2016, from Houston Energy, L.P., as Assignor, to Ridgewood Durango, LLC and ILX Prospect Durango, LLC, as Assignees.
- 8) Purchase and Sale and Farmout Agreement dated effective April 1, 2016, by and between Houston Energy, L.P. and HEDV Red Zinger, LLC, as Farmor, and Ridgewood Durango, LLC and ILX Prospect Durango, LLC, as Farmees.
- 9) Assignment of Record Title Interest in Oil and Gas Lease dated effective September 6, 2016 from Red Willow Offshore, LLC, Ridgewood Durango, LLC ILX Prospect Durango, LLC, as Assignors to HEDV Red Zinger, LLC, as Assignee.
- 10) Assignment of Record Title Interest in Oil and Gas Lease dated effective June 20, 2017, from HEDV Red Zinger, LLC, as Assignor, to Ridgewood Durango, LLC and ILX Prospect Durango, LLC, as Assignees.

- 11) Operating Agreement covering all of Mississippi Canyon Block 257, effective July 1, 2014, by and between LLOG Exploration Offshore, LLC, HEDV Red Zinger, LLC, Ridgewood Durango, LLC, ILX Prospect Durango, LLC and Red Willow Offshore, LLC.

- 12) Production Handling and Floating Production System Use Agreement for Red Zinger Prospect, by and among Delta House FPS, LLC, as owners of the Delta House Floating Production System, and LLOG Exploration Offshore, L.L.C., as Project Manager, FPS Operator and Red Zinger Prospect Operator, and LLOG Exploration Offshore, L.L.C., Beacon Offshore Energy Operating, LLC, HEDV Red Zinger, LLC, Ridgewood Durango, LLC, ILX Prospect Durango, LLC and Red Willow Offshore, LLC, as Red Zinger Producers.

- 13) Recordable Agreement dated effective June 30, 2017, entered into by Delta House FPS, LLC, as owner of the FPS and Delta House Oil and Gas Lateral, LLC, as owner of the Lateral Facilities and LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Operating, LLC, HEDV Red Zinger, LLC, Red Willow Offshore, LLC, Ridgewood Durango, LLC and ILX Prospect Durango, LLC, as Red Zinger Producers.

- 14) Gas Transportation Agreement dated effective August 1, 2018, by and between ILX Prospect Durango, LLC and Destin Gas Pipeline Company, as amended.

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 Durango, 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 and the Amended Alabama Mortgage, and hereby agree that such Liens, including, without limitation, such assignment of hydrocarbons under each of the Louisiana 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 Durango, 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 Durango, LLC, as Debtor, and Natixis, New York Branch, as Security Agent, as Secured Party, duly filed as instrument number 20192047483 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 |
| Bureau of Ocean Energy Management | 3/22/2019 | OCS-G 25806 and the other leases named therein |

5. 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**”).

6. 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

ASSIGNOR:


Printed Name: Tina Doughty

ILX Prospect Durango, LLC


Printed Name: Leah Bramlett


W. Greg Tabor
Director

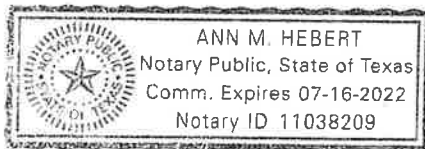
ACKNOWLEDGEMENT

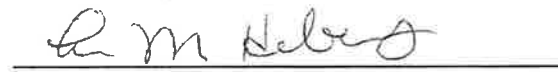
STATE OF TEXAS §

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 Durango, 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 **7th** 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

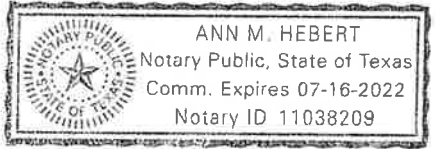
ACKNOWLEDGEMENT


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 7th day of **July, 2021**.




Notary Public - State of Texas

My Commission expires July 16, 2022.

EXHIBIT E

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, 36th 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, 36th 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**”):

| 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 |

| 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

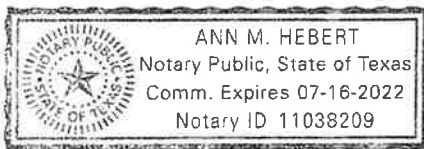
ACKNOWLEDGEMENT

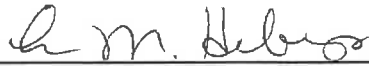
STATE OF TEXAS §

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 7th 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

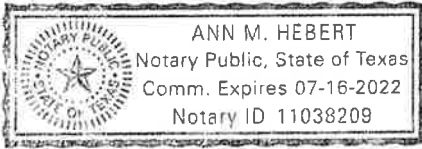
ACKNOWLEDGEMENT


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 **7th** day of **July, 2021**.




Notary Public - State of Texas

My Commission expires July 16, 2022.

EXHIBIT F

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, 36th 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, 36th 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**”):

| 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 |
| 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

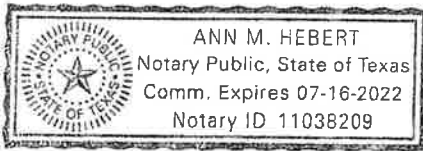
ACKNOWLEDGEMENT

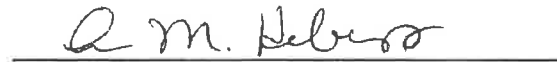
STATE OF TEXAS §

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 **7th** 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

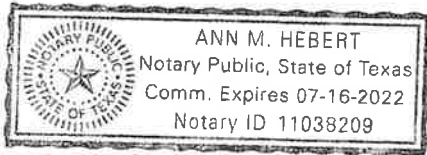
ACKNOWLEDGEMENT


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 **7th** day of **July, 2021**.




Notary Public - State of Texas

My Commission expires July 16, 2022.

EXHIBIT G

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, 36th 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, 36th 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

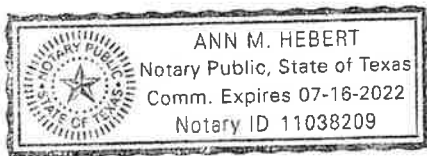
ACKNOWLEDGEMENT


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 7th 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

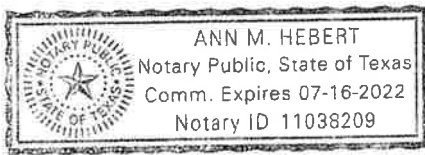
ACKNOWLEDGEMENT


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 **7th** day of **July, 2021**.




Notary Public - State of Texas

My Commission expires July 16, 2022.

EXHIBIT H

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 Steelhead, LLC** (“**ILX**”), a Delaware limited liability company, having offices at 712 Fifth Avenue, 36th 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, 36th 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 33701, dated effective as of July 1, 2010, by and between the United States of America, as Lessor, and Ridgewood Energy Corporation, Houston Energy, L.P., and Red Willow Offshore, LLC, as Lessees, covering all of Block 999, Viosca Knoll, OCS Official Protraction Diagram, NH 16-07, (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. 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 Record Title Interest in the Lease dated effective September 21, 2010, by and between Ridgewood Energy Corporation, as Assignor, and ILX Prospect Steelhead, LLC, as Assignee, recorded in File Number: 2010-00004627, Book 1234, Page 834, in Plaquemines Parish, LA.
4. Assignment of Overriding Royalty Interest dated effective July 5, 2010, 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 : 2011-00000870, Book 1241, Page 591.
5. Assignment of Overriding Royalty Interest and Carried Working Interest dated effective July 5, 2010, 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: 2011-00000560, Book 1240, Page 647.
6. Operating Agreement dated effective July 1, 2010, by and 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.
7. Memorandum of Operating Agreement and Financing Statement dated effective July 1, 2010, by and between LLOG Exploration Offshore, L.L.C., as Operator, and Ridgewood Steelhead, LLC, et al., as Non-Operators, recorded in File Number: 2016-00004196, Book 1367, Page 463, in Plaquemines Parish, LA.

8. Participation Agreement dated July 27, 2010, by and between Ridgewood Energy Corporation, and ILX Holdings, LLC.
9. Letter Agreement dated effective February 1, 2016, by and between HE&D Offshore, L.P. and HEDV Stonefly, LLC.
10. Purchase and Sale Agreement and Option Farmout Agreement dated effective June 29, 2016, by and between Houston Energy, L.P, and HEDV Stonefly, LLC, as Farmors, and Ridgewood Steelhead, LLC, and ILX Prospect Steelhead, LLC, as Farmees, and Ridgewood Energy Corporation, as manager.
11. Assignment of Record Title Interest in the Lease dated effective June 29, 2016, by and between Houston Energy, L.P., as Assignor, and Ridgewood Steelhead, LLC and ILX Prospect Steelhead, LLC, as Assignees, recorded in File Number : 2016-00003575, Book 1364, Page 504, in Plaquemines Parish, LA.
12. Assignment of Record Title Interest in the Lease dated effective October 7, 2016, by and between Red Willow Offshore, LLC, Ridgewood Steelhead, LLC, and ILX Prospect Steelhead, LLC, as Assignors, and HEDV Stonefly, LLC, as Assignee, recorded in File Number: 2016-00005141, Book 1371, Page 54, in Plaquemines Parish, LA.
13. Production Handling, Transportation and Operating Services Agreement dated effective September 29, 2017, by and between Shell Offshore, Inc., Exxon Mobil Corporation, Anadarko US Offshore, LLC, as Owners, and LLOG Exploration Offshore, L,L,C., et al., as Producers, as ratified and amended.
14. Gas Gathering Agreement (FTV-G-0015) dated October 20, 2017, between High Point Gas Gathering LLC, and ILX Prospect Steelhead, LLC.
15. Odyssey Master Crude Petroleum Agreement (CIPSLP0003-CIPSLB0001) dated July 3, 2019, between Shell Trading (US) Company, and ILX Prospect Steelhead, LLC.
16. Oil Sales Agreement (ILXPC19TP0001) dated December 1, 2019, between Chevron Products Company, and ILX Prospect Steelhead, LLC.
17. Gas NAESB (618020) dated January 1, 2020, between Williams Energy Resources, and ILX Prospect Steelhead, LLC.

18. Gas Trade Confirmation (618020) dated January 1, 2020, between Williams Energy Resources, and ILX Prospect Steelhead, LLC.
19. Gas Processing Agreement dated January 1, 2020, between Williams Mobile Bay Producer Services, and ILX Prospect Steelhead, 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 Steelhead, 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 and the Amended Alabama Mortgage, and hereby agree that such Liens, including, without limitation, such assignment of hydrocarbons under each of the Louisiana 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 Steelhead, 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 Steelhead, LLC, as Debtor, and Natixis, New York Branch, as Security Agent, as Secured Party, duly filed as instrument number 20192047707 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 |
| Bureau of Ocean Energy Management | 3/22/2019 | OCS-G 25806 and the other leases named therein |

5. 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**”).

6. 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 Steelhead, LLC


W. Greg Tabor
Director

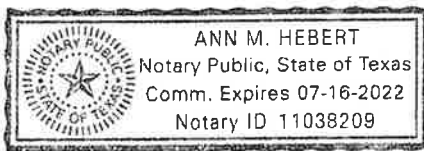
ACKNOWLEDGEMENT

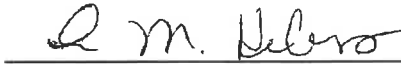
STATE OF TEXAS §

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 Steelhead, 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 7th day of **July, 2021**.




Notary Public - State of Texas

My Commission expires July 16, 2022.

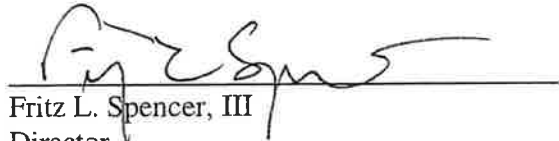
WITNESSES


Printed Name: Tina Doughty


Printed Name: Leah Bramlett

ASSIGNEE:

ILX III Prospect Holdings, LLC


Fritz L. Spencer, III
Director

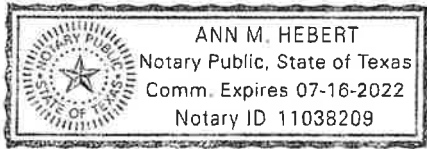
ACKNOWLEDGEMENT


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 **7th** day of **July, 2021**.




Notary Public - State of Texas

My Commission expires July 16, 2022.