

April 19, 2017

Bureau of Ocean Energy Management  
Department of the Interior  
1201 Elmwood Park Blvd.  
New Orleans, LA 70123-2394  
Attn: Adjudication Unit, MS GM – 231A

RE: Non-Required Document Filing  
Assignment of Overriding Royalty Interest  
Offshore Gulf of Mexico

Ladies and Gentlemen:

Enclosed please find a pay.gov receipt in the amount of \$145.00 and two originals of the following document:

**Title of Document:** Conveyance of Overriding Royalty Interest  
**Lease:** OCS-G 27982, OCS-G 33707, OCS-G 33140, OCS-G 33177, OCS-G 35805  
**Assignor:** Ridgewood Energy O Fund, LLC  
**Assignee:** Rahr Energy Investments LLC  
**Document Category:** 5 – Overriding Royalty  
**Service Fees:** Pay.gov receipt in the amount of \$145.00

Upon filing this document as requested, please return a stamped copy to my attention. Please contact me if you have any questions.

Sincerely,

Ridgewood Energy Corporation  
Manager of  
Ridgewood Energy O Fund, LLC

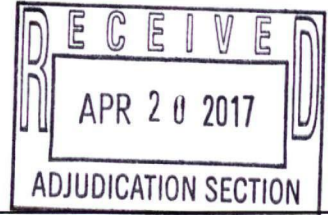
Ann Hebert  
Sr. Land Analyst  
[ahebert@ridgewoodenergy.com](mailto:ahebert@ridgewoodenergy.com)  
281-598-5920

Enclosures

1254 Enclave Parkway, Suite 600, Houston, TX 77077  
(T) 281.293.8488 (F) 281.293.7391  
[www.ridgewoodenergy.com](http://www.ridgewoodenergy.com)

# Lafourche Parish Recording Page

Annette M. Fontana  
CLERK OF COURT  
PO BOX 818  
303 W 3rd St  
Thibodaux, LA 70302  
(985) 447-4841

**First VENDOR**

RIDGEWOOD ENERGY O FUND LLC

**First VENDEE**

RAHR ENERGY INVESTMENTS LLC

**Index Type :** CONVEYANCE

**Inst Number :** 1237607

**Type of Document :** CONVEYANCE ROYALTY INTEREST

**Book :** 2067

**Page :** 243

**Recording Pages :** 16

**Recorded Information**

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

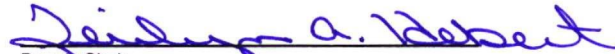
On (Recorded Date) : 04/10/2017

At (Recorded Time) : 9:52:11AM



Doc ID - 032876890016

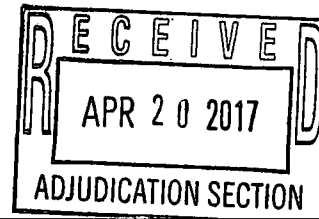
CLERK OF COURT  
ANNETTE M. FONTANA  
Parish of Lafourche  
I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 04/10/2017 at 9:52:11  
Recorded in Book 2067 Page 243  
File Number 1237607

  
Deputy Clerk



# Lafourche Parish Recording Page

Annette M. Fontana  
CLERK OF COURT  
PO BOX 818  
303 W 3rd St  
Thibodaux, LA 70302  
(985) 447-4841

**First VENDOR**

RIDGEWOOD ENERGY O FUND LLC

**First VENDEE**

RAHR ENERGY INVESTMENTS LLC

Index Type : CONVEYANCE

Inst Number : 1237607

Type of Document : CONVEYANCE ROYALTY INTEREST

Book : 2067

Page : 243

Recording Pages : 16

**Recorded Information**

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

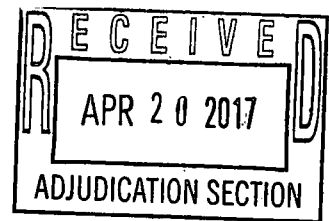
On (Recorded Date) : 04/10/2017

At (Recorded Time) : 9:52:11AM



*Brandi M. Hebert*  
Deputy Clerk

Doc ID - 032876890016



## CONVEYANCE OF OVERRIDING ROYALTY INTEREST

This Conveyance of Overriding Royalty Interest (this "Conveyance") is from **Ridgewood Energy O Fund, LLC**, a Delaware limited liability company ("Assignor") whose address is c/o Ridgewood Energy Corporation, 1254 Enclave Parkway, Suite 600, Houston, Texas 77077 to **Rahr Energy Investments LLC**, a Delaware limited liability company ("Assignee") whose address is c/o Rahr Enterprises LLC, 725 5<sup>th</sup> Avenue, 24<sup>th</sup> Floor, New York, New York 10022.

**WHEREAS**, pursuant to the Credit Agreement (as defined herein), Assignor has agreed to convey to Assignee an overriding royalty interest in Assignor's Subject Interests; and

**WHEREAS**, capitalized terms as used herein shall have the meanings given to them in Article II hereof unless otherwise defined herein.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT:**

### ARTICLE I

#### CONVEYANCE

**Section 1.01 Conveyance.** For and in consideration of One Thousand and No/100 Dollars (\$1000.00) and other good and valuable consideration to Assignor cash in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER and DELIVER unto Assignee an overriding royalty interest in the Subject Interests and all Hydrocarbons in, under and that may be produced, saved and sold from the Subject Interests equal to the Overriding Royalty Percentage of all such Hydrocarbons, together with all and singular the rights and appurtenances thereto in anywise belonging (the "Overriding Royalty Interest").

**TO HAVE AND TO HOLD** the Overriding Royalty Interest unto Assignee, its successors and assigns forever, subject to the following terms and provisions.

**Section 1.02 Non-Operating Interest.** The Overriding Royalty Interest conveyed hereby is a non-operating, non-expense-bearing overriding royalty interest, free of all cost, liability and expense of production, operations and delivery including all drilling, developing, and operating costs and expenses. In no event shall Assignee ever be liable or responsible in any way for the payment of any costs, expenses, royalties, burdens on production, or liabilities attributable to the Subject Interests (or any part thereof) or incurred in connection with the production, saving or delivery of Hydrocarbons produced therefrom. This Conveyance is an absolute conveyance of an immovable property interest.

**Section 1.03 Other Burdens.** Assignor shall defend, indemnify and hold Assignee harmless from and against any claim against Assignee, in its capacity as owner and holder of the Overriding Royalty Interest, by the owners or holders of royalties, overriding royalties or other burdens on production that burden Assignor's retained working interest for payment of any such royalties, overriding royalties or other burdens on production. This section 1.03 shall not amend or change the manner in which the Overriding Royalty Interest is calculated and paid or delivered as elsewhere provided in this Conveyance.

**Section 1.04 Commencement.** This Conveyance shall be effective and presently vested as of the date hereof, but no overriding royalties shall accrue or become payable hereunder prior to the earlier of (i) the first day of the calendar month immediately prior to the Monthly Payment Date on which the

Loans made to Assignor under the Credit Agreement have been fully repaid in accordance with the terms thereof or (ii) in which the Termination Date occurs.

**Section 1.05 Calculation and Payment of Overriding Royalties.** The overriding royalties payable pursuant to the Overriding Royalty Interest will be calculated and paid or delivered to Assignee in the same manner as provided in the Leases and the rules and regulations of the Bureau of Ocean Energy Management of the United States Department of Interior, or any successor agency, for the calculation and payment or delivery of royalties reserved to the United States of America under such Leases. The overriding royalties payable pursuant to the Overriding Royalty Interest will be calculated without deduction for the costs of gathering, storing, separating, treating, dehydrating, compressing and otherwise making the oil, gas and other products produced and saved from the Subject Interests ready for the sale or use, except to the extent otherwise provided in the rules and regulations of the Bureau of Ocean Energy Management of the United States Department of Interior, or any successor agency.

**Section 1.06 Title.** Assignor hereby binds itself and its successors, and assigns to warrant and forever defend all and singular title to the Overriding Royalty Interest and the Hydrocarbons attributable thereto unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor but not otherwise.

**Section 1.07 Renewals, Extensions and Replacements.** The Overriding Royalty Interest shall be applicable to any renewal, extension or replacement lease with respect to a Subject Interest only to the extent such renewal, extension or replacement lease is included within the below definition of Lease by virtue of the renewal, extension and replacement provisions in the below definition of Lease.

**Section 1.08 Reporting; Auditing; Late Payments.** With each payment of overriding royalties under this Conveyance, Assignor shall provide to Assignee a statement setting forth separately for each well on the Subject Interests that is burdened by the Overriding Royalty Interest, the gross quantity of production, the gross value per unit of the production (gas being expressed in thousand cubic feet, natural gas liquids being expressed in gallons and oil being expressed in barrels of 42 gallons), the Overriding Royalty Interest share of such production, and upon written request by Assignee, Assignor shall furnish to Assignee any other information reasonably applicable to the calculation in accordance with the terms of this Conveyance of the amount owed and paid to Assignee with respect to the Overriding Royalty Interest. Assignee, upon reasonable prior written notice to Assignor, shall have the right to audit, at its sole cost and expense, Assignor's books and records reasonably related to the calculation and payment of the Overriding Royalty Interest, including, the production from the Subject Interests and the processing, transportation and marketing thereof. Within the thirty (30) days after receipt of such notice, Assignor shall make such books and records available (together with the right to make copies thereof at Assignee's sole cost and expense) to Assignee or its representative. Any payment of overriding royalties under this Conveyance not paid on or before the date payment of royalties to the United States of America is due in accordance with the rules and regulations of the Bureau of Ocean Energy Management with respect to the same production shall bear interest from the date due until paid at the Prime Rate (as hereinafter defined), compounded monthly, plus three percent (3%) per annum, or the maximum non-usurious rate permitted by applicable law, whichever is less. In addition, Assignee shall have the right to be reimbursed for attorney's fees, court costs and other costs in connection with the collection of undisputed unpaid amounts owed to Assignee hereunder. The "Prime Rate" means the prime or base rate publicly announced by JP Morgan Chase Bank, N.A., or its successor, from time to time.

## ARTICLE II

### DEFINITIONS

As used herein and in the exhibits hereto, the following terms shall have the following meanings:

“Affiliate” means with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Applicable Percentage” means (i) 4.15% until such time as the First Milestone occurs, (ii) 2.77% from such time as the First Milestone occurs until such time as the Second Milestone occurs, and (iii) 1.38% thereafter.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. For the purposes of this definition, and without limiting the generality of the foregoing, any Person that owns directly or indirectly 20% or more of the Equity Interests having ordinary voting power for the election of the directors or other governing body of a Person (other than as a limited partner of such other Person) will be deemed to “control” such other Person. “Controlling” and “Controlled” have meanings correlative thereto.

“Credit Agreement” means the Credit Agreement dated as of November 27, 2012 among Assignor et al, as borrowers, Assignee, as administrative agent, and the lenders party thereto, as amended from time to time.

“Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such Equity Interest.

“First Milestone” means the point in time when the applicable number of barrels of crude oil and condensate set forth on Exhibit C have been produced and sold from the Hydrocarbon Interests attributable to the Net Revenue Interests of Assignor in the Project Properties.

“Governmental Authority” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Hydrocarbon Interests” means (i) all rights, titles, interests and estates (other than the Subject Interests) now or hereafter acquired by Assignor in and to oil and gas leases, overriding royalty interests, net profits interests, production payment interests and similar interests in production under oil and gas leases, including any reserved or residual interests in the nature of a working interest or a non-operating interest in production, covering all or any portion of the Project Properties and (ii) the Subject Interests, excluding, however, any such interest to the extent and during the period the same may be relinquished,

forfeited, reduced, lost or impaired as a result of any penalty, relinquishment, forfeiture or assignment resulting from the operation of any Non-Consent Provision. A Hydrocarbon Interest under clause (i) of this definition shall not include any right, title, interest or estate of any successor or assign of Assignor, except to the extent that such successor or assign (a) acquires such right, title, interest or estate from Assignor or (b) is an Affiliate of Assignor prior to the time when it becomes a successor or assign of Assignor.

“Hydrocarbons” means oil, gas, condensate other liquid or gaseous hydrocarbons and other products and substances covered by the Leases, including any products or substances extracted, separated or recovered by means of Plant Processing or Treating.

“Lease” means each oil and gas lease described in Exhibit A hereto, as to all lands, waterbottoms and depths described in such lease (or the applicable part or portion thereof if specifically limited in depth and/or areal extent in Exhibit A), together with any renewal or extension of such lease (as to all or any part or portion thereof) and any replacement lease taken upon or in anticipation of expiration or termination of such lease (only if such renewal, extension or replacement is acquired by Assignor or an Affiliate of Assignor during the term or within one (1) year after the expiration of the lease being renewed, extended or replaced), as to all lands, waterbottoms and depths described in the predecessor lease (unless the predecessor lease is specifically limited in depth or areal extent in Exhibit A in which event only such portion of such lease shall be considered a renewal or extension or a replacement lease subject to this Conveyance); and “Leases” shall mean all such leases and all such renewals and extensions and replacement leases.

“Loans” has the meaning given to such term in the Credit Agreement.

“Monthly Payment Date” means the last Business Day of each calendar month, the first being October 31, 2016.

“Net Revenue Interest” means, with respect to (i) any Subject Interest, the amount set forth in Exhibit B with respect to the Lease(s) applicable to such Subject Interest, and (ii) any Hydrocarbon Interest (other than the Subject Interests), Assignor’s share of production from such Hydrocarbon Interest after deducting Assignor’s share of the royalties, overriding royalties, net profits interests, production payment interests and similar burdens on production from such Hydrocarbon Interest payable to Persons who are not Affiliates of Assignor to which Assignor’s interest in such Hydrocarbon Interest is subject at the time such Hydrocarbon Interest is acquired by Assignor; provided, however, that the Net Revenue Interest shall be reduced, lost or impaired to the extent and during the period that any Subject Interest and/or any Hydrocarbons Interest may be relinquished, forfeited, reduced, lost or impaired as a result of any penalty, relinquishment, forfeiture or assignment resulting from the operation of any Non-Consent Provision.

“Non-Consent Provision” means a contractual provision contained in any Operating Agreement or unit agreement to which any Subject Interest is from time to time subject, which provision covers so-called non-consent operations or sole risk or sole benefit operations and provides for (i) the relinquishment or forfeiture of production by a non-consenting or non-participating party either permanently or during a period of recoupment or reimbursement of costs and expenses (or any percentage or multiple of costs and expenses) of the consenting or participating party or parties or (ii) the relinquishment, forfeiture or assignment by a non-consenting or non-participating party to the consenting or participating party or parties of all or any part of the non-consenting or non-participating party’s interest in any Subject Interests either permanently or during a period of recoupment or reimbursement of

costs and expenses (or any percentage or multiple of costs and expenses) of the consenting or participating party or parties.

“Operating Agreement” means (i)(a) that certain Offshore Operating Agreement dated February 1, 2010, naming Walter Oil & Gas Corporation, as Operator, and Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC and Gordy Oil Company, as Non-Operators, as amended from time to time, and (b) that certain Unit Operating Agreement dated effective as of November 1, 2014, covering portions of Ewing Bank Blocks 790, 834 and 835 and Mississippi Canyon Block 793, naming Walter Oil & Gas Corporation, as Operator, and ILX Prospect Beta, LLC, Houston Energy Deepwater Ventures VII, LLC, Gordy Oil Company, Noble Energy, Inc., Ridgewood Energy O Fund, LLC, et al., as Non-Operators, as amended from time to time, as said Offshore Operating Agreement and Unit Operating Agreement may be further amended or amended and restated from time to time, and (ii) any other operating agreement (including any unit operating agreement) hereafter entered into by Assignor with respect to any Hydrocarbon interest or to which any Hydrocarbon Interest hereafter acquired by Assignor is subject at the time of such acquisition by Assignor.

“Overriding Royalty Interest” has the meaning set forth in Section 1.01.

“Overriding Royalty Percentage” means, with respect to any Subject Interest, and the Hydrocarbons in, under and which may be produced, saved and sold from such Subject Interest, the product of (i) the Applicable Percentage and (ii) Assignor’s Net Revenue Interest in the applicable Subject Interest.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Plant Processing” means the separation or processing of natural gas, casinghead gas or other gaseous hydrocarbons in a gas processing plant or other facility to remove, extract or separate ethane, butane, propane, propane butane mixtures, natural gasoline and other natural gas liquids and products therefrom by means other than or in addition to Treating.

“Project Properties” means the following blocks located in the Outer Continental Shelf of the Gulf of Mexico: Ewing Bank Block 790, Ewing Bank Block 834, Ewing Bank Block 789, Ewing Bank Block 835 and Mississippi Canyon Block 793.

“Second Milestone” means the point in time when the applicable number of barrels of crude oil and condensate set forth on Exhibit C have been produced and sold from the Hydrocarbon Interests attributable to the Net Revenue Interests of Assignor in the Project Properties.

“Subject Interest” or “Subject Interests” means all record title interest (or operating rights), overriding royalty, or other interests of Assignor in the Leases and all lands now or hereafter pooled, communitized or unitized therewith, even though Assignor’s interest be incorrectly or incompletely described in this Conveyance, all as the same shall be enlarged by the reversion of any interest, the discharge of any burdens or by the removal of any charges or encumbrances to which any of the same may be subject; provided, however, that the interests referenced in this definition shall be excluded from the Subject Interests to the extent and during the period such interests may ever be relinquished, forfeited, reduced, lost or impaired as a result of any penalty, relinquishment, forfeiture or assignment resulting from the operation of any Non-Consent Provision.

“Termination Date” means the earlier of (i) December 31, 2020, or (ii) the date on which the Tranche Commitments for Assignor’s Tranche are terminated and the principal of Assignor’s Loans



under the Credit Agreement are declared to be due and payable pursuant to Section 10.02 of the Credit Agreement.

**“Tranche”** means the Tranche Commitments to Assignor and the Loans made to Assignor under the Credit Agreement by the lenders thereunder.

**“Tranche Commitment”** means with respect to any lender under the Credit Agreement, the commitment of such lender to make Loans thereunder to Assignor in the amount set forth opposite such lender’s name for Assignor’s Tranche on Annex 1 to the Credit Agreement.

**“Treating”** means (a) the field treatment of crude oil to make it transportable, including the removal of mercaptans and impurities therefrom, (b) the separation of natural gas, casinghead gas or other gaseous hydrocarbons from crude oil by means of a conventional field separator, (c) the separation of distillate, condensate and similar products from natural gas, casinghead gas or other gaseous hydrocarbons by means of a conventional field separator, and (d) the processing of natural gas, casinghead gas or other gaseous hydrocarbons to remove, extract or separate non-hydrocarbon elements or compounds, such as helium, sulphur, mercaptans or impurities therefrom, but shall not include Plant Processing.

### ARTICLE III

#### MISCELLANEOUS

**Section 3.01 Limitations.** Assignee stipulates and agrees that (i) Assignor shall not have any obligation or duty, express or implied, to propose, conduct or participate in any operation, or to refrain from proposing, conducting or participating in any operation, including, without limitation, any operation or activity relating to exploration, development, drilling, completion, re-working, recompletion, deepening, enhanced recovery, plugging of wells, construction or installation of any platform, pipeline, facility, equipment or other property, or dismantlement or salvage any platform, pipeline, facility, equipment or other property, (ii) Assignor shall not have any obligation or duty, express or implied, to perpetuate or maintain any Lease whether by payment of rentals, minimum royalties or by operations, (iii) Assignor shall have the continuing right and option at any time or times and without notice to, or consent or joinder of, Assignee, to abandon or release any portion or portions of any Lease (or its interest in any portion of any Lease) or to surrender or release such Lease (or its interest in such Lease) in its entirety without any responsibility or liability to Assignee, (iv) Assignor shall have the continuing right and option at any time or times and without notice to, or consent or joinder of, Assignee, to pool, unitize and/or otherwise combine the Leases, Subject Interests and/or Hydrocarbons Interests or any part thereof (including the Overriding Royalty Interest), or any production attributable thereto, with any other leases or lands (or the production attributable to any other leases or lands) or any part thereof, and (v) Assignor shall not have any obligation or duty, express or implied, to obtain any insurance or insure against any risks, including, without limitation, any loss of production, loss of reserves or any casualty, economic or business opportunity loss, and the Overriding Royalty Interest shall not burden, apply to or entitle Assignee to any share of any insurance proceeds whatsoever in the event Assignor, at its sole option, elects to obtain any insurance.

**Section 3.02 Operating Agreements and Other Agreements.** This Conveyance and the Overriding Royalty Interest are expressly made subject to the rights of other working interest owners under any Operating Agreements to which any Hydrocarbon Interest is from time to time subject (including, without limitation, any rights arising under any Non-Consent Provision, any liens or security interests granted under the Operating Agreement, or any rights arising in connection with any

abandonment or withdrawal by Assignor with respect to any well, zone, lease or other interest under the Operating Agreement). This Conveyance and the Overriding Royalty Interest are expressly made subject to (i) the terms and conditions of the Leases and any amendments or modifications thereof, hereafter made, and (ii) the terms and conditions of any agreement hereafter entered into by Assignor or its predecessors in interest, or any order hereafter entered by any Governmental Authority, that pools, unitizes and/or otherwise combines the Leases, Subject Interests and/or Hydrocarbons Interests or any part thereof (including the Overriding Royalty Interest), or any production attributable thereto, with any other leases or lands (or the production attributable to any other leases or lands) or any part thereof.

**Section 3.03 Transfers.** No transfer, assignment or conveyance of an interest in the Overriding Royalty Interest and any change in the capacity or status of Assignee shall be binding on Assignor until the receipt by Assignor of proper evidence of such transfer, assignment or conveyance or such change in capacity or status. If four (4) or more Persons become entitled to payment in respect of the Overriding Royalty Interest, Assignor may withhold payment thereof until furnished with an instrument executed by all such Persons designating an agent to receive payment for all.

**Section 3.04 GOVERNING LAW. INsofar AS PERMITTED BY OTHERWISE APPLICABLE LAW, THIS CONVEYANCE AND THE OBLIGATIONS SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.**

**Section 3.05 Successors and Assigns.** The provisions of this Conveyance shall run with the land and the respective interests of Assignor and Assignee therein and shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

**Section 3.06 Amendments.** This Conveyance may not be modified or amended except by an instrument or instruments in writing signed by Assignor and Assignee.

**Section 3.07 Further Assurances.** Assignor will execute and deliver all such other and additional instruments, notices, releases, acquittances and other documents and will do all such other acts and things, as may be necessary to more fully assure to Assignee all of the rights and interests herein and hereby granted or intended so to be.

**Section 3.08 Perpetuities.** It is the intent of Assignor and Assignee that no provisions herein violate any applicable law regarding the rule against perpetuities, the suspension of the absolute power of alienation, or other rules regarding the vesting or duration of estates, and this Conveyance shall be construed as not violating such rules to the extent the same can be so construed consistent with the intent of the parties. Notwithstanding any other provision in this Conveyance, if any right, interest or estate in property granted by this Conveyance or pursuant hereto does not vest upon the date hereof, such right, interest or estate shall vest not later than 21 years less one (1) day after the death of the last surviving descendant of Joseph P. Kennedy, father of John F. Kennedy, former President of the United States of America, who is living on the date of execution of the Conveyance by Assignor.

**Section 3.09 Entire Agreement.** This Conveyance (together with the Credit Agreement) contains the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, understandings, representations or warranties between the parties with respect to the subject matter hereof other than those set forth or referred to herein or contained in the Credit Agreement.


**Section 3.10 Counterparts.** This Conveyance may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one conveyance.

***[Balance of page intentionally left blank.]***

IN WITNESS WHEREOF, this Conveyance is executed this 21st day of March, 2017.

ASSIGNOR:

RIDGEWOOD ENERGY O FUND,  
LLC

By: 

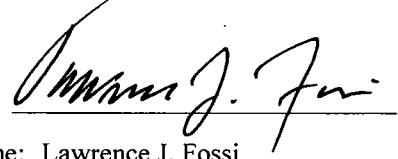
Name: Daniel V. Gulino

Title: Senior Vice President and  
General Counsel

ASSIGNEE:

RAHR ENERGY INVESTMENTS  
LLC

By:

A handwritten signature in black ink, appearing to read "Lawrence J. Fossi", written over a horizontal line.

Name: Lawrence J. Fossi

Title: Manager

THE STATE OF TEXAS §

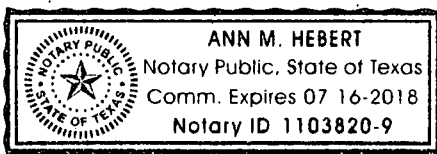
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 21<sup>st</sup> day of March, 2017, by **Daniel V. Gulino, Senior Vice President and General Counsel of Ridgewood Energy O Fund, LLC**, a Delaware limited liability company, on behalf of such limited liability company.

Witness my hand and official seal.

Ann M. Hebert

Notary Public



Ann M. Hebert

My commission expires: 7/16/2018

[SEAL]


THE STATE OF NEW YORK §

COUNTY OF NEW YORK §

This instrument was acknowledged before me on this 21<sup>st</sup> day of MARCH, 2017, by Lawrence J. Fossi, Manager of Rahr Energy Investments LLC, a Delaware limited liability company, on behalf of such limited liability company.

Witness my hand and official seal.

ELIZABETH G COMPTON  
Notary Public, State of New York  
Registration #01CO6326088  
Qualified In Kings County  
Commission Expires June 15, 2019

  
Notary Public

ELIZABETH G COMPTON

My commission expires: JUNE 15, 2019

[SEAL}

## **EXHIBIT A**

### **Leases**

#### **EW 834**

Record Title: Oil and Gas Lease of Submerged Lands bearing Serial No. OCS-G 27982, dated effective as of July 1, 2006, between the United States of America, as Lessor, and Walter Oil & Gas Corporation, as Lessee, limited to the E/2; N/2NW/4; N/2SE/4NW/4; S/2SW/4; S/2N/2SW/4 of Block 834, Ewing Bank, OCS Official Protraction Diagram, NH 15-12.

Operating Rights: Oil and Gas Lease of Submerged Lands bearing Serial No. OCS-G 27982, dated effective as of July 1, 2006, between the United States of America, as Lessor, and Walter Oil & Gas Corporation, as Lessee, limited to the SW/4NW/4; S/2SE/4NW/4; N/2N/2SW/4; and limited from 9,701' to 99,999' SSTVD of Block 834, Ewing Bank, OCS Official Protraction Diagram, NH 15-12.

#### **EW 835**

Oil and Gas Lease of Submerged Lands bearing Serial No. OCS-G 33707, dated effective as of May 1, 2010, between the United States of America, as Lessor, and Walter Oil & Gas Corporation, as Lessee, covering all of Block 835, Ewing Bank, OCS Official Protraction Diagram, NH 15-12.

#### **EW 790**

Oil and Gas Lease of Submerged Lands bearing Serial No. OCS-G 33140, dated effective as of July 1, 2009, between the United States of America, as Lessor, and Noble Energy, Inc., as Lessee, limited to the SW/4SW/4; S/2SE/4SW/4; S/2SW/4SE/4; NW/4SE/4SW/4, and limited to those depths from the surface down to and including 26,000' SSTVD of Block 790, Ewing Bank, OCS Official Protraction Diagram, NH 15-12.

#### **MC 793**

Oil and Gas Lease of Submerged Lands bearing Serial No. OCS-G 33177, dated effective as of July 1, 2009, between the United States of America, as Lessor, and BP Exploration & Production Inc., as Lessee, covering all of Block 793, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10.

#### **EW 789**

Oil and Gas Lease of Submerged Lands bearing Serial No. OCS-G 35805, dated effective as of July 1, 2016, between the United States of America, as Lessor, and Walter Oil & Gas Corporation, as Lessee, covering all of Block 789, Ewing Bank, OCS Official Protraction Diagram, NH 15-12.



## **EXHIBIT B**

### **Net Revenue Interests**

<b><u>Lease Block</u></b>	<b><u>Net Revenue Interest</u></b>
Ewing Bank 834	4.11000%
Ewing Bank 835	3.96856%
Ewing Bank 790	3.79750%
Mississippi Canyon 793	3.96856%
Ewing Bank 789	4.03356%

**EXHIBIT C**  
**Milestones**  
**(million barrels)**

**First Milestone**

1.2926

**Second Milestone**

2.0217

**Return to:**  
**Ann Hebert**  
**Ridgewood Energy Corporation**  
**1254 Enclave Parkway, Suite 600**  
**Houston, TX 77077**