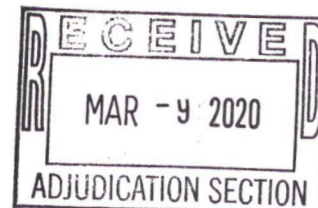




March 6, 2020

Bureau of Ocean Energy Management
ATTN: Adjudication Section
Mail Stop GM 276A
1201 Elmwood Park Blvd.
New Orleans, Louisiana 70123-2394

By UPS Delivery



Re: Non-Required Filing
Assignment of Record Title Interest in Oil and Gas Lease

Ladies and Gentlemen:

Please find enclosed two (2) copies of that certain Assignment of Record Title Interest In Oil and Gas Lease as described below which we kindly submit for filing purposes only.

Document Title:	Assignment of Record Title Interest in Oil and Gas Lease
Leases Affected:	OCS-G 35988, OCS-G 35989
Parties	Walter Oil & Gas Corporation; Ridgewood Chanel, LLC and Gordy Oil Company
Filing Category:	7 - Contracts, Agreements, and Conveyances
Service Fees:	Enclosed Pay.gov receipt in the amount of \$58.00

Upon filing this document, we kindly request that one stamped copy of the recorded document be returned to the undersigned in the provided self-addressed stamped envelope. If you should have any questions, please feel free to contact me at (713) 659-1221 or by email at jdunn@walteroil.com.

Sincerely,

A handwritten signature in cursive script that reads 'Jeanette C. Dunn'.

Jeanette C Dunn
Land Administration
Walter Oil & Gas Corporation

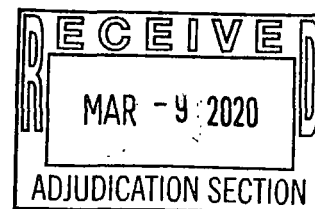
enclosures

Plaquemines Parish Recording Page

Kim Turlich-Vaughan
Clerk of Court
PO Box 40
Belle Chasse, LA 70037
(504) 934-6610

Received From :

Attn: JEANETTE DUNN
WALTER OIL & GAS CORP
1100 LOUISIANA STREET
SUITE 200
HOUSTON, TX 77002-5299

**First VENDOR**

WALTER OIL & GAS CORP

First VENDEE

RIDGEWOOD CHANEL LLC

Index Type : CONVEYANCE

File Number : 2020-00000743

Type of Document : ASSIGNMENT

Book : 1421

Page : 269

Recording Pages : 7

Recorded Information

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

On (Recorded Date) : 03/03/2020

At (Recorded Time) : 2:47:17PM



Doc ID - 005281700007

CLERK OF COURT
KIM TURLICH-VAUGHAN
Parish of Plaquemines
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 03/03/2020 at 2:47:17
Recorded in Book 1421 Page 269
File Number 2020-00000743

Victoria Emerson
Deputy Clerk



Return To : Attn: JEANETTE DUNN

ASSIGNMENT OF RECORD TITLE INTEREST IN OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Assignment of Record Title Interest in Oil and Gas Lease ("Assignment") is made by and between Walter Oil & Gas Corporation ("Assignor") a Texas corporation, whose mailing address is 1100 Louisiana Suite 200 Houston, Texas 77002-5299 and Ridgewood Chanel, LLC ("Ridgewood"), a Delaware limited liability company, whose mailing address is 1254 Enclave Parkway, Suite 600 Houston, Texas 77077 and Gordy Oil Company ("Gordy"), a Texas corporation, whose address is 100 Waugh Drive, Suite 400 Houston, Texas 77007. Collectively, Ridgewood and Gordy shall be referred herein as the "Assignees".

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, assign, transfer, and convey unto Assignees an undivided 50.00000% of 6/6ths Record Title interest:

Gordy	20.00000%
Ridgewood	30.00000%

in and to the following described oil and gas lease, as to the hereinafter described area:

Oil & Gas Lease bearing Serial Number OCS-G 35988, dated effective June 1, 2017, between the United States of America, as LESSOR, and Walter Oil & Gas Corporation, as LESSEE, covering and affecting lands described as all of Block 881, Mississippi Canyon, OCS Protraction Diagram NH16-10, containing 5,760 acres, more or less ("MC 881").

Oil & Gas Lease bearing Serial Number OCS-G 35989, dated effective June 1, 2017, between the United States of America, as LESSOR, and Walter Oil & Gas Corporation, as LESSEE, covering and affecting lands described as all of Block 882, Mississippi Canyon, OCS Protraction Diagram NH16-10, containing 5,760 acres, more or less ("MC 882").

MC 881 and MC 882 are collectively hereinafter referred to as the "Assigned Interest."

This Assignment is effective January 1, 2020 (the "Effective Date").

This Assignment is subject to the following terms, conditions and reservations:

Assignor hereby reserves and retains unto itself an undivided 1.21875% of 8/8ths overriding royalty interest ("Assignor's ORRI") in the MC 881 and MC 882 leases subject to the terms and conditions of the Ridgewood Participation Agreement (described below) and the Gordy Participation Agreement (defined below). Each of Ridgewood and Gordy will bear its respective record title interest share of the overriding royalty interest reserved by Assignor herein. Assignor's overriding royalty shall be payable in the same time and manner as the Lessor's royalty under the Lease, except Assignor's overriding royalty shall be payable whether or not any lessor royalty relief is in effect. Assignor further reserves the right to take its overriding royalty in kind from time to time and at any time by written election notice(s) to each of Ridgewood and Gordy.

This Assignment is expressly made subject to (i) the terms and conditions of the MC 881 and MC 882 Lease, (ii) that certain Participation Agreement dated January 1, 2020 by and between Walter Oil & Gas Corporation and Ridgewood Chanel, LLC (the "Ridgewood Participation Agreement"), and (iii) that certain Participation Agreement dated January 1, 2020 by and between Walter Oil & Gas Corporation and Gordy Oil Company (the "Gordy Participation Agreement"), and (iv) that certain Offshore Operating Agreement dated effective January 1, 2020 by and between Walter Oil & Gas Corporation, as Operator, and Gordy Oil Company and Ridgewood Chanel, LLC, as Non-Operators.

If the Assigned Interest is pooled or combined into a joint development area, or unitized, then the Assignor's ORRI shall be computed only on the proportionate part of production from any pooled, combined or unitized portion of such Lease which is included in such pool, joint development area, or unit.

Subject to the matters set forth herein, this Assignment is made without warranty of title, express, implied or statutory, even for return of any consideration paid therefor; provided only that Assignor warrants that it has not heretofore granted or conveyed to any other party any interest in or any lien or encumbrance on the interest being assigned hereunder in the Lease except as described herein. **WITH RESPECT TO ANY PERSONALTY OR CHATTELS CONVEYED HEREBY, ASSIGNOR HEREBY NEGATES AND DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MODELS. ASSIGNEE AND ASSIGNOR AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS INSTRUMENT ARE "CONSPICUOUS" DISCLAIMERS.**

This Assignment may be executed in any number of counterparts, each of which shall be valid and binding with respect to the signatories thereto and their interests in the property conveyed hereby, but only upon execution by all signatories of the Assignment or a counterpart hereof.

This Assignment shall inure to the benefit of and be binding upon the successors, representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, this Assignment is executed by the parties hereto, on the dates set forth in their respective acknowledgments herein below but shall be effective for all purposes as of January 1, 2020.

This Assignment and the rights, titles, interests, and obligations assigned, reserved, excepted, or retained in this Assignment, shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Assignor and Assignees; provided, however, in the event of any transfer, assignment or sublease of the Assigned Interest, the transferee, Assignees, or sublease shall agree in writing to be bound by all the terms and provisions contained in the Farmout Agreement and shall assume all duties and obligations set forth and arising from the Farmout Agreement and any such assignment shall so provide. The covenants, obligations and agreements contained in this Assignment shall be construed as covenants running with the land.

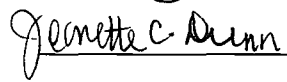
It is the intent of the parties hereto that this Assignment and the BOEM Form-150 to which this Assignment is attached be read consistently where possible. However, if not possible, as to the parties hereto and their successors and assigns, this Assignment shall prevail in the event of a conflict between this Assignment and the BOEM Form-150 to which this Assignment is attached.

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

IN WITNESS WHEREOF, this Assignment is executed by the parties hereto as of the dates acknowledged below, but effective as of the Effective Date.

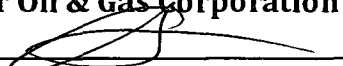
Witnesses:

 Alicia Dodge

 Jeannette C. Dunn

Assignor:

Walter Oil & Gas Corporation

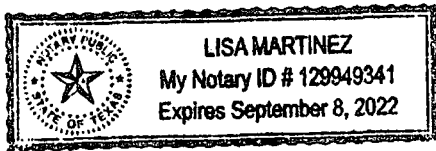
By: 

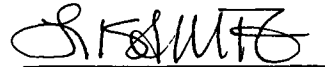
Name: Chad E. Elias 

Title: Secretary

STATE OF TEXAS
COUNTY OF HARRIS

On this 24th day of February, 2020, before me the undersigned authority, personally appeared Chad E. Elias, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument as Representative of Walter Oil & Gas Corporation, a Texas corporation, and acknowledged that he executed the same as the free act and deed of such company for the purposes therein contained.




Notary Public
State of Texas

Witnesses:

Fritz L. Spencer III

Leah Bramlett

Assignee:

Ridgewood Chanel, LLC

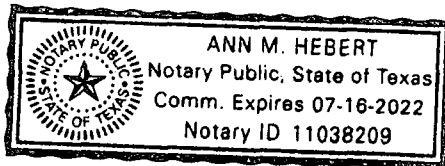
By: W. Greg Tabor

Name: W. Greg Tabor

Title: Executive Vice President

STATE OF TEXAS
COUNTY OF HARRIS

On this 13th day of February, 2020, before me the undersigned authority, personally appeared W. Greg Tabor, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument as Executive Vice President of Ridgewood Chanel, LLC, a Delaware limited liability company, and acknowledged that he executed the same as the free act and deed of such company for the purposes therein contained.



Ann M. Hebert
Notary Public
State of Texas

Witnesses:

Mejones
Ethel Pomiciano

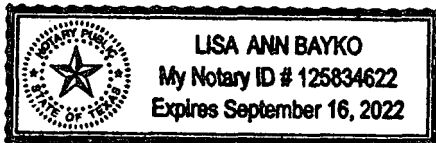
Assignee:

Gordy Oil Company

By: [Signature]
Name: Russell D. Gordy
Title: President

STATE OF TEXAS
COUNTY OF HARRIS

On this 20th day of February, 2020, before me the undersigned authority, personally appeared Russell D. Gordy, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument as Representative of Gordy Oil Company, a Texas corporation, and acknowledged that he executed the same as the free act and deed of such company for the purposes therein contained.



Lisa Ann Bayko
Notary Public
State of Texas