



RECEIVED
ADJUDICATION SECTION
APR 22 2022

9805 Katy Freeway, Suite G200
Houston, Texas 77024
Office: 281-717-5139
Fax: 281-675-9454
Email:carrie_rosas@murphyoilcorp.com

April 21, 2022

VIA FedEx

Bureau of Ocean Energy Management
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2394

Re: BOEM Non-Required Documents
Assignment and Bill of Sale
OCS-G 35662, Green Canyon Blk 478

To whom it may concern-

Enclosed please find pdf copies of the following;

Title of Document: Assignment and Bill of Sale
Identities of Parties to Document: ILX Prospect Mormont, LLC and ILX III Prospect Holdings, LLC
Leases effected: OCS-G 35662, Green Canyon Blk 478
Category to be Filed: 7 = Contracts, Agreements, and Conveyances
Service Fees: Pay.Gov receipt enclosed in the amount of \$29.00

Once this document has been processed as requested, I would appreciate your date stamping and emailing a copy to my attention at carrie_rosas@murphyoilcorp.com

Should you have any questions or require any additional information concerning the enclosed, please contact me at your convenience at 281-675-9136.

Sincerely,

Carrie Rosas
Lease Analyst
Murphy Exploration & Production Company- USA

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APR 22 2022

Page 1 of 17

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

ILX PROSPECT MORMONT LLC

First VENDEE

ILX III PROSPECT HOLDINGS LLC

Index Type : CONVEYANCE

Inst Number : 1319977

Type of Document : SALE ASSIGNMENT

Book : 2203 **Page :** 424

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) : 07/16/2021

At (Recorded Time) : 3:33:45PM



Doc ID - 033757750016

Dominique L. Poiré
Deputy Clerk

Do not Detach this Recording Page from Original Document

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 Mormont, 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 5.66667% 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 35662, dated effective as of June 1, 2015, by and between the United States of America, as Lessor, and Houston Energy, L.P., Red Willow Offshore, LLC, and LLOG Bluewater Holdings, L.L.C., as Lessees, covering all of Block 478, Green Canyon, OCS Official Protraction Diagram, NG 15-03, (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 5.66667% 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. Program Agreement, by and between Houston Energy, L.P., et al. dated effective October 1, 2013, as amended.
3. Joint Exploration & Development Agreement (E-Wave Octopus) dated effective October 1, 2013, between Houston Energy, L.P., et al.
4. Agreement to Assign Interests in Amended Program Agreement dated effective September 30, 2014, between Red Willow Offshore, LLC, as Assignor, and LLOG Exploration Offshore, L.L.C. and LLOG Bluewater Holdings, L.L.C., as Assignees.
5. Assignment of Interests in Amended Program Agreement dated September 30, 2014, effective October 1, 2013, between Red Willow Offshore, LLC, as Assignor, and LLOG Exploration Offshore, L.L.C. and LLOG Bluewater Holdings, L.L.C., as Assignees.
6. Assignment of Overriding Royalty Interest and Carried Working Interest dated effective June 2, 2015, between Houston Energy, L.P., et al., as Assignors, and HE&D Offshore, L.P., as Assignee, recorded in Lafourche Parish, Louisiana under File Number: 1206405, Book 2017, Page 890.
7. Assignment of Overriding Royalty Interest dated effective June 2, 2015, between Houston Energy, L.P. et al., as Assignors, and WesternGeco, L.L.C., as Assignee, recorded in Lafourche Parish, Louisiana under File Number: 1206406, Book 2017, Page 897.
8. Assignment of Overriding Royalty Interests dated effective June 1, 2015, between LLOG Bluewater Holdings, L.L.C., as Assignor, and LLOG Deepwater Royalty Company, L.L.C., as Assignee, recorded in Lafourche Parish, Louisiana under File Number: 1209900, Book 2023, Page 48.

9. Assignment of Overriding Royalty Interests dated effective June 1, 2015, between LLOG Bluewater Holdings, L.L.C., as Assignor, and David A. Putska, et al., as Assignees, recorded in Lafourche Parish, Louisiana under File Number: 1210268, Book 2023, Page 568.
10. Assignment of Overriding Royalty Interests dated effective June 1, 2015, between LLOG Bluewater Holdings, L.L.C., as Assignor, and Stork Holdings Corp., as Assignee, recorded in Lafourche Parish, Louisiana under File Number: 1212942, Book 2028, Page 188.
11. Partial Reconveyance of Overriding Royalty Interest, Release and Relinquishment dated effective June 2, 2015, between WesternGeco, L.L.C., as Assignor, and LLOG Bluewater Holdings, L.L.C., et al., as Assignees, recorded in Lafourche Parish, Louisiana under File Number: 1229804, Book 2054, Page 190.
12. Offshore Operating Agreement dated effective June 1, 2015, by and between LLOG Exploration Offshore, L.L.C., as Operator, and Houston Energy, L.P., et al., as Non-Operators, as ratified and amended.
13. Memorandum of Operating Agreement and Financing Statement dated effective June 1, 2015, by and between LLOG Exploration Offshore, L.L.C., as Operator, and Houston Energy, L.P., et al., as Non-Operators, recorded March 15, 2017 in Lafourche Parish, Louisiana under File Number: 1236303, Book 2065, Page 1, as amended.
14. Participation Agreement dated effective February 1, 2017, between LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., and Ridgewood Energy Corporation.
15. Assignment of Record Title dated effective February 1, 2017, between LLOG Exploration Offshore, L.L.C. and LLOG Bluewater Holdings, L.L.C., as Assignors, and Ridgewood Institutional III Prospective Leases, LLC and ILX Prospective Leases III, LLC, as Assignees, recorded in Lafourche Parish, Louisiana under File Number: 1238154, Book 2068, Page 207.
16. Assignment of Oil and Gas Lease dated effective February 1, 2017, between Ridgewood Institutional III Prospective Lease, LLC and ILX Prospective Leases

- III, LLC, as Assignors, and ILX Prospect Mormont, LLC and Ridgewood Mormont, LLC, as Assignees, recorded in Lafourche Parish, Louisiana under File Number: 1238155, Book 2068, Page 216.
17. Assignment of Record Title Interest dated effective April 27, 2017, between LLOG Exploration Offshore, L.L.C., et al., as Assignors, and HEDV Mormont, LLC, as Assignee, recorded in Lafourche Parish, Louisiana under File Number: 1242996, Book 2076, Page 634.
 18. Stipulation of Ownership Interest and Assignment dated effective April 27, 2017, between LLOG Exploration Offshore, L.L.C. and Red Willow Offshore, LLC, et al., recorded in Lafourche Parish, Louisiana under File Number: 1244697, Book 2079, Page 112.
 19. Assignment of Overriding Royalty Interest dated effective June 29, 2018, between WesternGeco, L.L.C., as Assignor, and KLM Royalty Holdings, LLC, as Assignee, filed at the Bureau of Ocean Energy Management in Non-Required Filings.
 20. Khaleesi Mormont Field Development Plan approved July 24, 2019 between Murphy Exploration and Production Company – USA, et al.
 21. Production Handling and Floating Production System Use Agreement dated March 17, 2021, between King's Quay FPS, LLC, as Owner, and ILX Prospect Mormont, et al., as Producers.
 22. Facilities Agreement dated March 17, 2021, between King's Quay FPS, LLC, King's Quay Laterals, LLC, and ILX Prospect Mormont, LLC, et al.
 23. Defense, Indemnity and Insurance Agreement dated March 17, 2021, between King's Quay FPS, LLC, and ILX Prospect Mormont, LLC, et al.
 24. Gas Transportation Agreement dated March 17, 2021, between King's Quay Laterals, LLC and ILX Prospect Mormont, LLC, et al.
 25. Oil Transportation Agreement dated March 17, 2021, between King's Quay Laterals, LLC, and ILX Prospect Mormont, LLC, et al.
 26. Gas Balancing Agreement dated March 17, 2021, between King's Quay Laterals, LLC, and ILX Prospect Mormont, LLC, et al.

27. Recordable Memorandum of Agreements dated March 17, 2021, between King's Quay FPS, LLC, King's Quay Laterals, LLC, and ILX Prospect Mormont, LLC, et al.
28. Assignment of Overriding Royalty Agreement dated March 17, 2021, between King's Quay FPS, LLC and ILX Prospect Mormont, LLC, et al.
29. Subordination, Non-Disturbance and Attornment Agreement with Producer Lenders dated March 17, 2021, between King's Quay FPS, LLC, King's Quay Laterals, LLC, and ILX Prospect Mormont, LLC, et al.
30. Gas Gathering Master Agreement (MRGC-19-GGA-0209) dated November 30, 2019, between Manta Ray Gathering Company and ILX Prospect Mormont, LLC.
31. Gas Gathering Transaction Confirmation (MRGC-19-GGATC1-0209) dated November 30, 2019, between Manta Ray Gathering Company and ILX Prospect Mormont, LLC.
32. Oil Gathering Master Agreement (MRGC-19-OGA-0215) dated November 30, 2019, between Manta Ray Gathering Company and ILX Prospect Mormont, LLC.
33. Oil Gathering Transaction Confirmation (MRGC-19-OGATC1-0215) dated November 30, 2019, between Manta Ray Gathering Company and ILX Prospect Mormont, LLC.
34. Oil Transportation Master Agreement (POPCO-19-MOPS-0211) dated November 30, 2019, between Poseidon Oil Pipeline Company and ILX Prospect Mormont, LLC.
35. Oil Transportation Transaction Confirmation (POPCO-19-MOPSTC1-0211) dated November 30, 2019, between Poseidon Oil Pipeline Company and ILX Prospect Mormont, LLC.
36. Oil Transportation Master Agreement (CHOPS-19-MOPS-0213) dated November 30, 2019, between Cameron Highway Oil Pipeline and ILX Prospect Mormont, LLC.
37. Oil Transportation Transaction Confirmation (CHOPS-19-MOPSTC1-0213) dated November 30, 2019, between Cameron Highway Oil Pipeline and ILX Prospect Mormont, LLC.

38. Amended and Restated Limited Liability Company Operating Agreement of King's Quay Infrastructure LLC dated March 17, 2021, between AL King's Quay Holding, LLC, ILX Prospect King's Quay, LLC and Ridgewood King's Quay, 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 Mormont, 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 the Louisiana Mortgage, and hereby agree that such Liens, including, without limitation, such assignment of hydrocarbons under the Louisiana 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 Mormont, 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 Mormont, LLC, as Debtor, and Natixis, New York Branch, as Security Agent, as Secured Party, duly filed as instrument number 20192047624 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

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,

OCS-G 35662

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.]

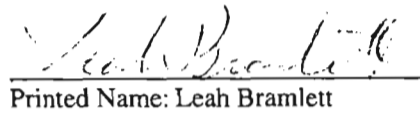
IN WITNESS WHEREOF, this Assignment is executed by the parties hereto as of the dates set forth in the respective signature blocks below, provided that the Assignment shall be effective as of January 1, 2021, subject to the approval of the Bureau of Ocean Energy Management of the United States Department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


WITNESSES

ASSIGNOR:


Printed Name: Tina Doughty

ILX Prospect Mormont, LLC


Printed Name: Leah Bramlett


W. Greg Tabor
Director

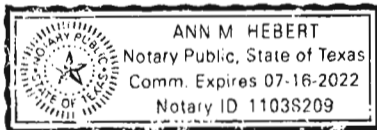
ACKNOWLEDGEMENT


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 Mormont, 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**.

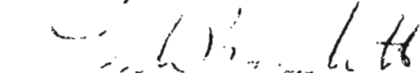



Notary Public - State of Texas

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

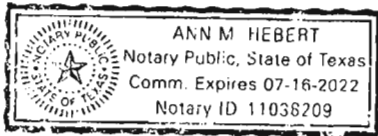
ACKNOWLEDGEMENT


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.

ANNETTE M. FONTANA
CLERK OF COURT
17TH JUDICIAL DISTRICT COURT
PARISH OF LAFOURCHE

MAILING ADDRESS
P.O. BOX 818
THIBODAUX, LA 70302

PHYSICAL ADDRESS
303 WEST 3RD STREET
THIBODAUX, LA 70301



MEMO

DATE: July 16, 2021

RECORDING INFORMATION: COB 2203 Pg. 424 Entry #1319977

Message: Per Ann Hebert, documents were to be recorded in the conveyance book only.

Annunzio P. Piro
DEPUTY CLERK OF COURT

THIBODAUX: PHONE (985)447-4841
FAX (985)447-5800

GALLIANO: PHONE (985)632-8111
LOCKPORT: PHONE (985)532-7361

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