

Mayer Brown LLP
700 Louisiana Street
Suite 3400
Houston, Texas 77002-2730

Main Tel +1 713 238 3000
Main Fax +1 713 238 4888
www.mayerbrown.com

March 12, 2020

BY UPS OVERNIGHT

BOEM
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

Maribel Robles

Paralegal
Direct Tel +1 713 238 2722
Direct Fax +1 713 238 4657
tpropst@mayerbrown.com

Enclosed herein please find the following document, which is submitted for filing in the Non-Required Filings:

Category 3: UCC-1 Financing Statement re: (First Lien) LA Mortgage naming Debtor: Talos Exploration LLC, in favor of Secured Party: JPMorgan Chase Bank, N.A., as Collateral Agent for the benefit of itself and the Other Secured Persons (the "First Lien – Talos Exploration LLC/JPM UCC").

In order that third persons will be put on notice as to the execution and efficacy of the First Lien – Talos Exploration LLC/JPM UCC, please file the document, together with a copy of this letter, in the records of the following Federal Lease Records:

OCS-G21176
OCS-G22868
OCS-G22873
OCS-G22877
OCS-G24055
OCS-G24059
OCS-G24060
OCS-G24064
OCS-G27247
OCS-G27249
OCS-G27982
OCS-G32303
OCS-G33140
OCS-G33177
OCS-G33707
OCS-G33755
OCS-G33757
OCS-G34435
OCS-G34438

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OCS-G34441
OCS-G34874
OCS-G34909
OCS-G35324
OCS-G35326
OCS-G35491
OCS-G35620
OCS-G35805
OCS-G35832
OCS-G35984

Two copies of the above described First Lien – Talos Exploration LLC/JPM UCC have been provided. Please retain one copy under the category indicated above and return the other file stamped counterpart to me at the firm address. The filing is accompanied by a receipt evidencing payment of the required service/filing fee via Pay.Gov. This document is also currently being recorded in the applicable parishes. Please evidence that the foregoing has been accomplished by signing a copy of this letter in the space below.

Sincerely,



Maribel Robles

Enclosures

cc: Tristan Propst – Mayer Brown LLP (without enclosures)
Lander Brandt – Mayer Brown LLP (without enclosures)
Christine McMillan – Mayer Brown LLP (without enclosures)

BOEM, Gulf of Mexico OCS Region:

By: _____

Date: _____



Return Acknowledgement to:

Capitol Services, Inc.
PO Box 1831
Austin, TX 78767
800.345.4647

**STATE OF LOUISIANA
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
UCC-1**

Important - Read instructions before filling out form.

Follow instructions carefully.

1. Debtor's exact full legal name - insert only one debtor name (1a or 1b) - do not abbreviate or combine names.

1a Organization's Name Talos Exploration LLC /						
OR		1b Individual's Last Name (and Title of Lineage (e.g. Jr. Sr., III, if applicable))		First Name	Middle Name	
1c Mailing Address 333 Clay Street, Suite 3300		City Houston		State TX	Postal Code 77002	Country USA
1d Tax ID #: SSN or EIN		Add'l info re Organization Debtor:	1e Type of Organization Limited Liability Company	1f Jurisdiction of Organization Delaware		1g Organizational ID # if any 7787770 <input type="checkbox"/> None

2. Additional debtor's exact full legal name - insert only one debtor name (2a or 2b) - do not abbreviate or combine names.

2a Organization's Name						
OR		2b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr. III), if applicable)		First Name	Middle Name	
2c Mailing Address		City		State	Postal Code	Country
2d Tax ID #: SSN or EIN		Add'l info re Organization Debtor:	2e Type of Organization	2f Jurisdiction of Organization		2g Organizational ID #, if any <input type="checkbox"/> None

3. Secured Party's Name (or Name of Total Assignee of Assignor S/P) - insert only one secured party name (3a or 3b)

3a Organization's Name JPMorgan Chase Bank, N.A., as Collateral Agent						
OR		3b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III), if applicable)		First Name	Middle Name	
3c Mailing Address 712 Main Street		City Houston		State TX	Postal Code 77002	Country USA

4. This FINANCING STATEMENT covers the following collateral:

All right, title and interest in and to all of the Debtor's real and personal property defined as the "Collateral" in, and more specifically described in, that certain Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement attached hereto as Annex 1, and by this reference made a part hereof. Filed in Plaquemines Parish, LA; 17557156-74; (Total Pages: 104)

5a Check if applicable and attach legal description of real property: Fixture filing As-extracted collateral Standing timber constituting goods
 The debtor(s) do not have an interest of record in the real property (Enter name of an owner of record in 5b)

5b Owner of real property (if other than named debtor)

6a Check only if applicable and check only one box
 Debtor is a Transmitting Utility. Filing is Effective Until Terminated
 Filed in connection with a public finance transaction. Filing is effective for 30 years
 6b Check only if applicable and check only one box
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

7. ALTERNATIVE DESIGNATION (if applicable):
 CONSIGNEE/CONSIGNOR LESSEE/LESSOR
 SELLER/BUYER AG. LIEN BAILEE/BAILOR
 NON-UCC-FILING

8. Name and Phone Number to contact filer
 Karl W. Brandt (713) 238-2735

9. Send Acknowledgment To: (Name and Address)

10. The space below is for Filing Office Use Only

11. CHECK TO REQUEST SEARCH REPORT(S) ON DEBTORS
 (ADDITIONAL FEE REQUIRED) ALL DEBTORS DEBTOR1 DEBTOR2

WHEN RECORDED OR FILED,
PLEASE RETURN TO:
Mayer Brown LLP
700 Louisiana Street, Ste 3400
Houston, TX 77002
Attn: Karl Brandt
Phone: 713-238-2735

Space above for Parish Recorder's Use

**MORTGAGE, ASSIGNMENT OF PRODUCTION,
SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT**

FROM

**TALOS EXPLORATION LLC,
(Organizational ID: 7787770)**

**TALOS THIRD COAST LLC,
(Organizational ID: 7840365)**

and

**TALOS ENERGY OFFSHORE LLC,
(Organizational ID: 5137912)**

TO

**JPMORGAN CHASE BANK, N.A.,
as Collateral Agent for the benefit of itself and the Other Secured Persons**

A CARBON, PHOTOGRAPHIC, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THIS INSTRUMENT COVERS PROCEEDS OF MORTGAGED PROPERTY.

THIS INSTRUMENT COVERS MINERALS, AS EXTRACTED COLLATERAL AND OTHER SUBSTANCES OF VALUE THAT MAY BE EXTRACTED FROM THE EARTH (INCLUDING, WITHOUT LIMITATION, OIL AND GAS) AND THE ACCOUNTS RELATED THERETO, WHICH WILL BE FINANCED AT THE WELLHEADS OF THE WELL OR WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO. THIS FINANCING STATEMENT MAY BE FILED OR FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS, UNIFORM COMMERCIAL CODE RECORDS OR SIMILAR RECORDS OF THE CLERKS OF COURT OF THE PARISHES LISTED ON THE EXHIBITS HERETO. ONE OR MORE OF THE MORTGAGORS HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN THE EXHIBITS ATTACHED HERETO.

PORTIONS OF THE MORTGAGED PROPERTY ARE GOODS THAT ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN OR REFERRED TO IN THE EXHIBIT HERETO. THIS FINANCING STATEMENT MAY BE FILED FOR RECORD OR RECORDED, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS, UNIFORM COMMERCIAL CODE RECORDS OR SIMILAR RECORDS OF EACH PARISH IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED OR WHICH LIES SHOREWARD OF ANY MORTGAGED PROPERTY (I.E., TO THE EXTENT A MORTGAGED PROPERTY LIES OFFSHORE WITHIN THE PROJECTED SEAWARD EXTENSION OF THE RELEVANT PARISH BOUNDARIES). ONE OR MORE OF THE MORTGAGORS IS THE OWNER OF RECORD INTEREST IN THE REAL ESTATE CONCERNED. THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS OR THE UNIFORM COMMERCIAL CODE RECORDS.

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Exhibit A Hydrocarbon Interests

STATE OF TEXAS

COUNTY OF HARRIS

**MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT,
FIXTURE FILING AND FINANCING STATEMENT**

BE IT KNOWN, that on the date set forth on the signature page below, but effective for all purposes as of the 28th day of February, 2020 (the "Effective Date"), before me, the undersigned Notary Public, duly commissioned and qualified in and for the State of Texas, and in the presence of the undersigned competent witnesses, personally came and appeared:

TALOS EXPLORATION LLC, a Delaware limited liability company ("Exploration"), TALOS THIRD COAST LLC, a Delaware limited liability company ("Third Coast"), and TALOS ENERGY OFFSHORE LLC, a Delaware limited liability company ("Offshore" collectively with Exploration and Third Coast, the "Mortgagors" and each a "Mortgagor"), whose respective employer identification numbers end in 2746, 2287, and 6175, and whose addresses are c/o Talos Production Inc., 333 Clay St., Suite 3300, Houston, TX 77002, herein represented by their undersigned duly authorized officer, pursuant to resolutions of each Mortgagor, a certified copy of which is attached hereto and made a part hereof;

who, being duly sworn, declared and acknowledged to the undersigned Notary Public, that:

It executes this **MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT** (this "Mortgage") in favor of **JPMORGAN CHASE BANK, N.A.**, in its capacity as Collateral Agent (as defined in the Credit Agreement (as hereinafter defined), together with its successors and assigns in such capacity, the "Mortgagee"), for its benefit and the benefit of the Other Secured Persons (as hereinafter defined) with respect to all Mortgaged Properties (as hereinafter defined) and with respect to all UCC Collateral (as hereinafter defined).

RECITALS

A. Talos Energy, Inc., a Delaware corporation ("Holdings"), Talos Production Inc., a Delaware corporation (as successor-by-conversion to Talos Production LLC, a Delaware limited liability company) and a direct or indirect subsidiary of Holdings (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent, an Issuing Bank and Swingline Lender (as each such term is defined in the Credit Agreement) and the other persons from time to time party thereto executed a Credit Agreement dated as of May 10, 2018 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which, upon the terms and conditions stated therein, the Lenders agreed to make loans and other extensions of credit to the Borrower.

B. The Borrower and its Restricted Subsidiaries and certain Hedge Banks have or may enter into Secured Hedge Transactions (as defined in the Credit Agreement).

C. The Borrower and its Restricted Subsidiaries and certain Cash Management Banks have or may enter into Secured Cash Management Agreements (as defined in the Credit Agreement).

D. The Credit Agreement, the Secured Hedge Transactions and the Secured Cash Management Agreements are collectively referred to herein as the "Secured Transaction Documents".

E. Each Mortgagor, each of the other signatories thereto, and Mortgagee are party to that certain Guarantee dated as of May 10, 2018 (such agreement, as may from time to time be amended, restated, supplemented or otherwise modified, the "Guarantee") pursuant to which, upon terms and conditions stated therein, each such Mortgagor has agreed to guarantee the Obligations under the Secured Transaction Documents.

F. The Mortgagee and the Other Secured Persons have conditioned their obligations under the Secured Transaction Documents upon the execution and delivery by each Mortgagor of this Mortgage, and each such Mortgagor has agreed to enter into this Mortgage to secure all obligations owing to the Mortgagee and the Other Secured Persons under the Secured Transaction Documents and the other Credit Documents.

G. Each Mortgagor is a Subsidiary of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the other Credit Documents and is willing to execute and deliver this Mortgage in order to induce the Lenders to make the Loans and to extend other credit and to induce the Other Secured Persons Lenders to make their respective extensions of credit thereunder.

H. Therefore, in order to comply with the terms and conditions of the Secured Transaction Documents and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Mortgagor hereby agrees as follows:

SECTION 1 DEFINITIONS

1.1 Terms Defined Above. As used in this Mortgage, each term defined above has the meaning indicated above.

1.2 UCC and Other Defined Terms. Each capitalized term used in this Mortgage and not defined in this Mortgage shall have the meaning ascribed to such term in the Credit Agreement. Any capitalized term not defined in either this Mortgage or the Credit Agreement shall have the meaning ascribed to such term in the Applicable UCC. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit

Agreement shall apply to this Mortgage, including terms defined in the preamble and recitals to this Mortgage.

1.3 Definitions.

“Applicable UCC” means the provisions of the Uniform Commercial Code presently in effect in the jurisdiction in which the relevant UCC Collateral is situated (or is offshore of) or that otherwise is applicable to the creation or perfection of the Liens described herein or the rights and remedies of Mortgagee under this Mortgage.

“Collateral” means collectively all the Mortgaged Property and all the UCC Collateral.

“Event of Default” has the meaning ascribed to such term in Section 5.1.

“Future Advances” means future obligations and future advances that the Mortgagee or any Other Secured Person may make pursuant to any Secured Transaction Document.

“Hydrocarbon Interests” means all rights, titles, interests and estates now owned or hereafter acquired by any Mortgagor in and to the oil and gas leases, oil, gas and mineral leases, wellbore interests, and/or other liquid or gaseous hydrocarbon leases, mineral fee interests, mineral servitude interests, overriding royalty and royalty interests, net profit interests and production payment interests, and other interests and estates and the lands and premises covered or affected thereby, including any reserved or residual interests of whatever nature, in each case, that are described on Exhibit A.

“Hydrocarbons” means all oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined or separated therefrom and all other minerals that may be produced and saved from or attributable to the Oil and Gas Properties, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests or other properties constituting Oil and Gas Properties.

“Indemnified Parties” means the Mortgagee, each Other Secured Person and their Related Parties.

“Mortgaged Property” means the Oil and Gas Properties and other properties and assets described in Section 2.1(a) through Section 2.1(f).

“Obligations” has the meaning assigned to such term in Section 2.3.

“Oil and Gas Properties” means (a) the Hydrocarbon Interests; (b) the properties now or hereafter pooled or unitized with the Hydrocarbon Interests; (c) all presently existing or future unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations and rules or other official acts of any Governmental Authority and units created solely among working interest owners pursuant to operating agreements or otherwise) that may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including, without limitation, production sharing contracts and agreements,

production sales contracts, farmout agreements, farm-in agreements, area of mutual interest agreements, and equipment leases, described or referred to in this Mortgage or that relate to any of the Hydrocarbon Interests or interests in the Hydrocarbon Interests or the production, sale, purchase, exchange, processing, handling, storage, transporting or marketing of the Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and that may be produced and saved or attributable to the Hydrocarbon Interests, the lands pooled or unitized therewith and any Mortgagor's interests therein, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests, the lands pooled or unitized therewith and any such Mortgagor's interests therein; and (f) all tenements, hereditaments, appurtenances and properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests, the rights, titles, interests and estates described or referred to above, that are now owned or that are hereafter acquired by any Mortgagor, including, without limitation, any and all property, real or personal, immovable or moveable, now owned or hereinafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or property or the lands pooled or unitized therewith, including any and all oil wells, gas wells, injection wells or other wells, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, gas processing plants, pipeline systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights, together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing.

"Other Secured Persons" means each Lender, each Agent under the Credit Agreement, each Issuing Bank under the Credit Agreement, each Hedge Bank, each Cash Management Bank and each sub-agent pursuant to Section 12 of the Credit Agreement.

"Permitted Encumbrances" means all Liens permitted under Section 10.2 of the Credit Agreement.

"Termination Date" shall mean the date on which all Obligations are paid in full (other than Hedging Obligations under any Secured Hedge Transactions, Cash Management Obligations under any Secured Cash Management Agreements or contingent indemnification obligations not then due) and the Total Commitment and all Letters of Credit are terminated (other than Letters of Credit that have been cash collateralized on terms reasonably satisfactory to each Issuing Bank in respect thereof or back-stopped following the termination of the Commitments).

"UCC Collateral" means the property and other assets described in Section 2.2.

SECTION 2
GRANT OF LIEN AND OBLIGATIONS

2.1 Grant of Liens. To secure payment of the Obligations when due, each Mortgagor does by these presents hereby:

MORTGAGE, ASSIGN, PLEDGE, and HYPOTHECATE to the Mortgagee, for the use and benefit of itself and the Other Secured Persons, all of the following properties, rights and interests that are located in the State of Louisiana or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of the State of Louisiana are made applicable as a matter of federal law with respect to this Mortgage and/or lien or security interests created hereby, TO HAVE AND TO HOLD unto the Mortgagee, for the benefit of itself and the Other Secured Persons, to secure the Obligations:

(a) All rights, titles, interests and estates now owned or hereafter acquired by such Mortgagor in and to the Oil and Gas Properties.

(b) All rights, titles, interests and estates now owned or hereafter acquired by such Mortgagor in and to all geological, geophysical, engineering, accounting, title and other technical or business data concerning the Oil and Gas Properties, or the Hydrocarbons, and all books, files, records, magnetic media, computer records and other forms of recording or obtaining access to such data.

(c) All rights, titles, interests and estates now owned or hereafter acquired by such Mortgagor in and to all Hydrocarbons.

(d) Any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the Liens hereof by such Mortgagor or by anyone on such Mortgagor's behalf; and the Mortgagee is hereby authorized to receive the same at any time as additional security hereunder.

(e) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by such Mortgagor in and to the Oil and Gas Properties and all other rights, titles, interests and estates and every part and parcel thereof, including, without limitation, any rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Permitted Encumbrances or other Liens to which any of such Oil and Gas Properties or other rights, titles, interests or estates are subject or otherwise; all rights of such Mortgagor to Liens securing payment of proceeds from the sale of production from any of such Oil and Gas Properties, together with any and all renewals and extensions of any of such related rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by such Mortgagor in and to such related rights, titles, interests or estates.

(f) All of such Mortgagor's rights, titles and interests in and to all surface fees and fee estates described in Exhibit A, if any, compressor sites, settling ponds, equipment or pipe yards, office sites and all property and fixtures located thereon, whether such

surface fees, fee estates, compressor sites, settling ponds, equipment or pipe yards, office sites, property and fixtures are fee simple estates, leasehold estates or otherwise, together with all present and future rights, titles, easements and estates now owned or hereafter acquired by such Mortgagor under or in connection with such interest.

It is the intention of each Mortgagor and the Mortgagee herein to cover and affect hereby all interests that each Mortgagor may now own or may hereafter acquire in and to the interests and Property described on Exhibit A, even though such Mortgagor's interests or the property be incorrectly described on Exhibit A or a description of a part or all of the interests or property described on Exhibit A or such Mortgagor's interests therein be omitted, and notwithstanding that the interests as specified on Exhibit A may be limited to particular lands, specified depths or particular types of property interests.

Notwithstanding any provision in this Mortgage to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of "Mortgaged Property" and no Building or Manufactured (Mobile) Home is hereby encumbered by this Mortgage. As used herein, "Flood Insurance Regulations" shall mean (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, (iv) the Flood Insurance Reform Act of 2004 as now hereafter in effect or any successor statute thereto and (v) the Biggert Waters Flood Reform Act of 2012 as now or hereafter in effect or any successor statute thereto, and any regulations promulgated thereunder.

Any fractions or percentages specified in Exhibit A in referring to a Mortgagor's interests are solely for purposes of the warranties made by such Mortgagor pursuant to Section 4.1 and Section 4.4 and shall in no manner limit the quantum of interest affected by this Section 2.1 with respect to any Oil and Gas Property or with respect to any unit or well identified on Exhibit A.

2.2 Grant of Security Interest. To further secure payment of the Obligations when due, each Mortgagor hereby grants to the Mortgagee, for its benefit and the benefit of the Other Secured Persons, a security interest in and to all of the following (whether now or hereafter acquired by operation of law or otherwise):

(a) all As-Extracted Collateral from or attributable to the Mortgaged Property (including, without limitation, the Oil and Gas Properties described on Exhibit A);

(b) all Fixtures on the Mortgaged Property (including the Mortgaged Property described or to which reference is made herein or on Exhibit A); and

(c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security, guarantees and other Supporting Obligations given with respect to any of the foregoing.

2.3 Obligations. This Mortgage is executed and delivered by each Mortgagor to secure the payment and performance when due of the following (the "Obligations"): all

advances to, and debts, liabilities, obligations, covenants and duties of, any Credit Party (and any Restricted Subsidiary of the Borrower in the case of any Secured Transaction Document) arising under any Credit Document or arising otherwise with respect to any Loan or Letter of Credit or under any Secured Cash Management Agreement or under any Hedge Agreement with respect to any Secured Hedge Transaction, in each case, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Credit Party, Restricted Subsidiary of the Borrower or any Affiliate thereof of any proceeding under any bankruptcy or insolvency law naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Obligations of the Credit Parties under the Credit Documents and the other Secured Transaction Documents (and any of their Restricted Subsidiaries to the extent they have obligations under the Credit Documents or the other Secured Transaction Documents) include the obligation (including Guarantee Obligations) to pay principal, interest, charges, expenses, fees, attorney costs, indemnities and other amounts (including reimbursement obligations for amounts drawn under Letters of Credit) payable by any Credit Party (or any Restricted Subsidiary, as the case may be) under any Credit Document or any other Secured Transaction Document (including amounts payable in respect of an early termination under Secured Hedge Transactions and any unpaid amounts owing in respect thereof). Notwithstanding the foregoing, (a) the obligations of the Borrower or any Restricted Subsidiary under any Secured Hedge Transaction and under any Secured Cash Management Agreement shall be secured and guaranteed pursuant to the Security Documents and the Guarantee only to the extent that, and for so long as, the other Obligations are so secured and guaranteed, (b) any release of Collateral or Guarantors effected in the manner permitted by this Mortgage and the other Credit Documents shall not require the consent of the holders of Hedge Obligations under Secured Hedge Transactions or of the holders of Cash Management Obligations under Secured Cash Management Agreements, and (c) in no event shall Excluded Hedge Obligations (as defined in the Guarantee) be included as Obligations hereunder.

2.4 Fixture Filing, Etc. Without in any manner limiting the generality of any of the other provisions of this Mortgage: (i) some portions of the goods described or to which reference is made herein are or are to become Fixtures on the land described or to which reference is made herein or on Exhibit A; (ii) the security interests created hereby under applicable provisions of the Applicable UCC will attach to all As-Extracted Collateral and all other Hydrocarbons; (iii) this Mortgage may be filed of record in the real estate records, Uniform Commercial Code records or other appropriate records as a financing statement; and (iv) one or more of the Mortgagors is the record owner of the real estate or interests in the real estate or immoveable property comprised of the Mortgaged Property.

2.5 Pro Rata Benefit. This Mortgage is executed and granted for the pro rata benefit and security of the Mortgagee and the Other Secured Persons to secure the Obligations for so long as same remains unpaid and thereafter until the Termination Date.

2.6 Excluded Properties. Notwithstanding anything herein to the contrary, in no event shall the Mortgaged Property include, and no Mortgagor shall be deemed to have granted a Lien under this Mortgage in, any of such Mortgagor's right, title or interest in any of the following property:

(a) (i) any property to the extent that such grant of a Lien on such property is prohibited by any Requirement of Law or requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law, (ii) any property to the extent that such grant of a Lien on such property is (x) prohibited by, or constitutes a breach or default under, or results in (or would result in) the termination of (or would give any other party a right of termination of), or requires any consent not obtained under, any Contractual Requirement or equity holder or similar agreement or (y) otherwise constitutes or results (or would result) in the abandonment, invalidation or unenforceability of (or would give any other party a right of abandonment, invalidation or unenforceability of) any right, title or interest of such Mortgagor under any Contractual Requirement or equity holder or similar agreement, except, in each case, to the extent that such Requirement of Law or the term in such Contractual Requirement or equity holder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable Requirements of Law or purports to prohibit the granting of a Lien over all assets of such Mortgagor or (iii) any property to the extent that such grant of a Lien on such property would result in the forfeiture of such Mortgagor's rights in the property; provided, however, that the foregoing exclusions shall not apply to the extent that any such prohibition, default or other term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the Applicable UCC of any relevant jurisdiction or any other applicable Requirement of Law; and provided, further, that each Mortgagor shall be deemed to have granted a Lien in all its rights, title and interests in any portion of such property that does not result in any of the consequences specified above including any Proceeds of such property; and provided, further, that, immediately upon the ineffectiveness, lapse or termination of any such Requirement of Law, prohibition or other limitation giving rise to the consequences specified above, the Mortgaged Property shall include, and each Mortgagor shall be deemed to have granted a security interest in, all such rights and interests as if such Requirement of Law, prohibition or other limitation had never been in effect; or

(b) Any property constituting "Excluded Assets" as such term is defined in the Collateral Agreement.

For the avoidance of doubt, nothing in this Section 2.6 shall be deemed to negate the requirement in the Credit Agreement that the Collateral Coverage Minimum be satisfied.

SECTION 3 ASSIGNMENT OF PRODUCTION

3.1 Assignment of Production. As further security for the payment of the Obligations and performance of each Mortgagor's obligations under the Credit Agreement, the other Credit Documents and the Secured Transaction Documents, each Mortgagor hereby transfers, assigns, warrants and conveys to the Mortgagee for the pro rata and pari passu use and benefit of the Other Secured Persons, effective as of the date hereof, at 7:00 A.M., local time, all Hydrocarbons that are thereafter produced from and that accrue to the Mortgaged Property, and all proceeds therefrom until the Termination Date and the release or cancellation of the Mortgage. All parties producing, purchasing or receiving any such Hydrocarbons, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Mortgagee by

virtue of the provisions of this Section, are authorized and directed to treat and regard the Mortgagee as the assignee and transferee of such Mortgagor and entitled in such Mortgagor's place and stead to receive such Hydrocarbons and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Mortgagee and shall be under no obligation to see to the application by the Mortgagee of any such proceeds or payments received by it.

3.2 Event of Default. If an Event of Default shall occur and only for so long as such event shall be continuing, after written notice is provided to a Mortgagor by the Mortgagee, and to the extent permitted by applicable Requirement of Law:

(a) All of such Mortgagor's Hydrocarbons and products thereof shall be delivered into pipelines connected with the Mortgaged Property, or to the purchaser thereof, to the credit of the Mortgagee, for its benefit and the benefit of the Other Secured Persons and all such revenues and proceeds thereof shall be paid directly to the Mortgagee, at its offices in New York, New York, with no duty or obligation of any party paying the same to inquire into the rights of the Mortgagee to receive the same, what application is made thereof, or as to any other matter;

(b) Such Mortgagor agrees to perform all such acts, and to execute all such further assignments, transfers and division orders and other instruments as may be reasonably required or desired by the Mortgagee, after receipt of a written request from the Mortgagee, in order to have said proceeds and revenues so paid to the Mortgagee and, in addition to any and all rights of a secured party under Sections 9-607 and 9-609 of the Applicable UCC, the Mortgagee is fully authorized to receive and receipt for said revenues and proceeds, to endorse and cash any and all checks and drafts payable to the order of such Mortgagor or the Mortgagee for the account of such Mortgagor received from or in connection with said revenues or proceeds and to hold the proceeds thereof in a deposit account that is subject to a Control Agreement with the Mortgagee, a Lender or other acceptable commercial bank as additional collateral securing the Obligations, and to execute transfer and division orders in the name of such Mortgagor, or otherwise, with warranties binding such Mortgagor; provided that all proceeds received by the Mortgagee pursuant to this grant and assignment shall be applied as provided in Section 5.14;

(c) The Mortgagee shall not be liable for any delay, neglect or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder, but the Mortgagee shall have the right, at its election after written notice is provided to such Mortgagor, in the name of such Mortgagor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by the Mortgagee in order to collect such funds and to protect the interests of the Mortgagee and/or such Mortgagor, with all costs, expenses and attorneys' fees incurred in connection therewith being paid by such Mortgagor; and

(d) Such Mortgagor hereby appoints the Mortgagee as its attorney-in-fact to pursue any and all rights of such Mortgagor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons, which power of attorney shall be coupled with an interest and shall be irrevocable until the Termination Date.

(e) Such Mortgagor does hereby specifically agree that third-parties shall be entitled to rely, and shall be fully protected in relying, upon any written notice by the Mortgagee that an Event of Default has occurred and is continuing for the purposes of Section 3.2 above.

3.3 No Liability of the Mortgagee in Collecting. The Mortgagee is hereby absolved from all liability for failure to enforce collection of any proceeds so assigned (and no such failure shall be deemed to be a waiver of any right of the Mortgagee or the Other Secured Persons under this Section 3) and from all other responsibility in connection therewith, except the responsibility to account to any applicable Mortgagor for funds actually received.

3.4 No Modification of Payment Obligations. Nothing herein contained shall modify, detract from, limit or otherwise alter the absolute obligation of any Mortgagor to make prompt payment of all amounts constituting Obligations when and as the same become due regardless of whether the proceeds of the As-Extracted Collateral and Hydrocarbons are sufficient to pay the same and the rights provided in accordance with the foregoing assignment provision shall be cumulative of all other security of any and every character now or hereafter existing to secure payment of the Obligations. Nothing in this Section 3 is intended to be an acceptance of collateral in satisfaction of the Obligations.

3.5 Status of Assignment. Notwithstanding the other provisions of this Section 3, the Mortgagee has agreed not to exercise its right to receive direct delivery of Hydrocarbons and payment of proceeds immediately. Rather, each party producing, purchasing or receiving Hydrocarbons may continue to make such deliveries or payments to the applicable Mortgagor until such time as such party has received notice from the Mortgagee that an Event of Default has occurred and is continuing and that such party is directed to make delivery or payment directly to the Mortgagee. The Mortgagee or any receiver appointed in judicial proceedings for the enforcement of this Mortgage shall have the right to receive all of the Hydrocarbons herein assigned and the proceeds therefrom after any Obligations has been declared due and payable in accordance with the provisions of the Credit Agreement and the other Credit Documents and to apply all of said proceeds as provided in Section 5.14 hereof. Upon any sale of the Mortgaged Property or any part thereof, whether pursuant to Section 5 or as permitted by the Credit Agreement, the Hydrocarbons thereafter produced from the property so sold, and the proceeds therefrom, shall be included in such sale and shall pass to the purchaser free and clear of the assignment contained in this Section.

SECTION 4 REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Mortgagor hereby represents, warrants and covenants as follows:

4.1 Title. Mortgagor has good and defensible title to and is possessed of the Hydrocarbon Interests and has good title to the UCC Collateral. The Collateral is free of all Liens except Permitted Encumbrances.

4.2 Defend Title. This Mortgage is, and always will be kept as, a first priority Lien upon the Collateral, subject to any Permitted Encumbrances (provided that Liens permitted by

Section 10.2 of the Credit Agreement may exist and attach to the Mortgaged Properties and may have whatever priority such Liens have under applicable law, provided that for the avoidance of doubt, no intent to subordinate priority of the Liens created hereby is intended or to be inferred by the existence thereof). Mortgagor further agrees that the Collateral shall remain affected and hypothecated unto and in favor of the Mortgagee until the full and final payment of the Obligations and Mortgagor consents and agrees not to sell, alienate, encumber or deteriorate the Collateral to the prejudice of this act, in each case, except as may be permitted by the Credit Agreement or any other Credit Document. Mortgagor will not create or suffer to be created or permit to exist any Lien, security interest or charge prior or junior to or on parity with the Lien of this Mortgage upon the Collateral or any part thereof other than such Permitted Encumbrances. Mortgagor will warrant and defend the title to the Collateral against the claims and demands of all other Persons whomsoever and will maintain and preserve the Lien created hereby (and its priority) until the Termination Date. If (i) an adverse claim be made against or a cloud develop upon the title to any part of the Collateral other than a Permitted Encumbrance or (ii) any Person shall challenge the priority or validity of the Liens created by this Mortgage, then Mortgagor agrees to defend immediately against such adverse claim or take appropriate action to remove such cloud, in each case, at Mortgagor's sole cost and expense. Mortgagor further agrees that the Mortgagee may take such other action as it deems advisable to protect and preserve its interests in the Collateral, and in such event Mortgagor will indemnify the Mortgagee against any and all cost, attorneys' fees and other expenses that it may incur in defending against any such adverse claim or taking action to remove any such cloud. For the avoidance of doubt, Section 4.1 and Section 4.2 shall not restrict, and are subject to, any disposition permitted by Section 10.4 of the Credit Agreement.

4.3 Not a Foreign Person. Mortgagor is not a "foreign person" within the meaning of the Code, Sections 1445 and 7701 (i.e., Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

4.4 Revenue and Cost Bearing Interest. Mortgagor's ownership of the Hydrocarbon Interests and the undivided interests therein as specified on Exhibit A will, after giving full effect to all Permitted Encumbrances, afford Mortgagor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or that is allocated to such Hydrocarbon Interest specified as net revenue interest (as specified on Exhibit A) on attached Exhibit A and will cause Mortgagor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest on attached Exhibit A, of the costs of drilling, developing and operating the wells identified on attached Exhibit A except to the extent of any proportionate corresponding increase in the net revenue interest.

SECTION 5 RIGHTS AND REMEDIES

5.1 Event of Default. An Event of Default under the Credit Agreement shall be an "Event of Default" under this Mortgage.

5.2 Foreclosure and Sale.

(a) If an Event of Default shall occur and be continuing, to the extent provided by applicable Requirements of Law, the Mortgagee shall have the right and option to proceed with foreclosure and to sell all or any portion of such Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places in otherwise such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers. Where the Mortgaged Property is situated in (or offshore of) more than one jurisdiction, notice as above provided shall be posted and filed in all such jurisdictions (if such notices are required by law), and all such Mortgaged Property may be sold in any such jurisdiction and any such notice shall designate the jurisdiction where such Mortgaged Property is to be sold. Nothing contained in this Section 5.2 shall be construed so as to limit in any way any rights to sell the Mortgaged Property or any portion thereof by private sale if and to the extent that such private sale is permitted under the Requirements of Law of the applicable jurisdiction or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. Each Mortgagor hereby irrevocably appoints, effective upon the occurrence and during the continuance of an Event of Default, the Mortgagee, with full power of substitution, to be the attorney-in-fact of such Mortgagor and in the name and on behalf of such Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices that such Mortgagor ought to execute and deliver and do and perform any and all such acts and things that such Mortgagor ought to do and perform under the covenants herein contained, and generally to use the name of such Mortgagor in the exercise of all or any of the powers hereby conferred on the Mortgagee. At any such sale: (i) whether made under the power herein contained or any other legal enactment, or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for the Mortgagee to be physically present at, or to have constructive possession of, the Mortgaged Property (each Mortgagor hereby covenanting and agreeing to deliver any portion of the Mortgaged Property not actually or constructively possessed by the Mortgagee immediately upon the Mortgagee's demand) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, (ii) each instrument of conveyance executed by the Mortgagee shall contain a general warranty of title, binding upon the applicable Mortgagor and its successors and assigns, (iii) each and every recital contained in any instrument of conveyance made by the Mortgagee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Obligations, advertisement and conduct of such sale in the manner provided herein and otherwise by law and appointment of any successor agent hereunder, (iv) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (v) the receipt of the Mortgagee or of such other party or officer making the sale shall be a sufficient discharge to the purchaser or purchasers for its purchase money and no such purchaser or purchasers, or its assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or nonapplication thereof, (vi) to the fullest extent permitted by law, each Mortgagor shall be completely and irrevocably divested of all of its right,

title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against each Mortgagor, and against any and all other persons claiming or to claim the property sold or any part thereof, by, through or under each such Mortgagor, and (vii) to the extent and under such circumstances as are permitted by law, the Mortgagee may be a purchaser at any such sale, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the Obligations (in the order of priority set forth in Section 5.14) in lieu of cash payment.

(b) If an Event of Default shall occur and be continuing, then (i) the Mortgagee shall be entitled to all of the rights, powers and remedies afforded a secured party by the Applicable UCC with reference to the UCC Collateral and/or (ii) the Mortgagee may proceed as to any Collateral in accordance with the rights and remedies granted under this Mortgage or applicable law in respect of the Collateral. Such rights, powers and remedies shall be cumulative and in addition to those granted to the Mortgagee under any other provision of this Mortgage or under any other Credit Document. Written notice mailed to a Mortgagor as provided herein at least ten (10) days prior to the date of public sale of any part of the Collateral owned by such Mortgagor that is personal property subject to the provisions of the Applicable UCC, or prior to the date after which private sale of any such part of the Collateral will be made, shall constitute reasonable notice.

5.3 Substitute Agents. The Mortgagee may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by the Mortgagee, including the posting of notices and the conduct of sale, but in the name and on behalf of the Mortgagee. If the Mortgagee shall have given notice of sale hereunder, any successor, substitute mortgagee or agent thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor, substitute mortgagee or agent conducting the sale.

5.4 Judicial Foreclosure; Receivership. Upon the occurrence of and during the continuance of an Event of Default, the Mortgagee shall have the right and power, but not the obligation, to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Collateral under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Collateral under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy.

5.5 Foreclosure for Installments. Upon the occurrence of and during the continuance of an Event of Default, the Mortgagee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Obligations that have not been paid when due either through the courts or by proceeding with foreclosure in satisfaction of the matured but unpaid portion of the Obligations as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest and other Obligations then due; such sale may be made subject to the unmatured portion of the Obligations, and any such

sale shall not in any manner affect the unmatured portion of the Obligations, but as to such unmatured portion of the Obligations this Mortgage shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that upon the occurrence of and during the continuance of an Event of Default, several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Obligations, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Obligations without exhausting the power to foreclose and sell the Mortgaged Property for any subsequently maturing portion of the Obligations.

5.6 Separate Sales. Upon the occurrence of and during the continuance of an Event of Default, the Collateral may be sold in one or more parcels and to the extent permitted by applicable Requirement of Law in such manner and order as the Mortgagee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

5.7 Possession of Mortgaged Property. If an Event of Default shall have occurred and be continuing, then, to the extent permitted by applicable law, the Mortgagee shall have the right and power, but not the obligation, to enter into and upon and take possession of all or any part of the Collateral in the possession of any Mortgagor, its successors or assigns, or its or their agents or servants, and may exclude each Mortgagor, its successors or assigns, and all persons claiming under any Mortgagor, and its or their agents or servants wholly or partly therefrom; and, holding the same, the Mortgagee may use, administer, manage, operate and control the Collateral and conduct the business thereof to the same extent as the applicable Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of such Mortgagor, in the name, place and stead of such Mortgagor, or otherwise as the Mortgagee shall deem best, in its sole discretion.

5.8 Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale any Mortgagor or any Mortgagor's heirs, devisees, representatives, successors or assigns or any other person claiming any interest in the Collateral by, through or under any Mortgagor, are occupying or using the Mortgaged Property or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either the landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Mortgaged Property (such as an action for forcible entry and detainer) in any court having jurisdiction.

5.9 Remedies Cumulative, Concurrent and Nonexclusive. Every right, power, privilege and remedy herein given to the Mortgagee shall be cumulative and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, at law or by statute (including specifically those granted by the Applicable UCC in effect and applicable to the Collateral or any portion thereof). Each and every right, power, privilege and remedy whether specifically herein given or otherwise existing may be exercised from time to

time and so often and in such order as may be deemed expedient by the Mortgagee, and the exercise, or the beginning of the exercise, or the abandonment, of any such right, power, privilege or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power, privilege or remedy. No delay or omission by the Mortgagee or any Other Secured Person in the exercise of any right, power or remedy shall impair any such right, power, privilege or remedy or operate as a waiver thereof or of any other right, power, privilege or remedy then or thereafter existing.

5.10 Discontinuance of Proceedings. If the Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under any Credit Document or available at law and shall thereafter elect to discontinue or abandon same for any reason, then it shall have the unqualified right so to do and, in such an event, the parties shall be restored to their former positions with respect to the Obligations, this Mortgage, the Credit Agreement, the Collateral and otherwise, and the rights, remedies, recourses and powers of the Mortgagee shall continue as if same had never been invoked.

5.11 No Release of Obligations. No Mortgagor, Guarantor or other person hereafter obligated for payment of all or any part of the Obligations shall be relieved of such obligation, to the extent the Obligations remain due and owing, by reason of: (a) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or interest therein or the addition of any other property to the Mortgaged Property; (b) any agreement or stipulation between any subsequent owner of the Mortgaged Property and the Mortgagee extending, renewing, rearranging or in any other way modifying the terms of this Mortgage without first having obtained the consent of, given notice to or paid any consideration to any Mortgagor, any Guarantor or such other Person, and in such event each Mortgagor, Guarantor and all such other Persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by the Mortgagee; or (c) by any other act or occurrence save and except upon the Termination Date.

5.12 Release of and Resort to Collateral. The Mortgagee may release, regardless of consideration, any part of the Collateral without, as to the remainder, in any way impairing, affecting, subordinating or releasing the Lien created in or evidenced by this Mortgage or its stature as a first and prior Lien, in and to the Collateral, provided that Permitted Encumbrances may exist, and without in any way releasing or diminishing the liability of any Person liable for the repayment of the Obligations. For payment of the Obligations, the Mortgagee may resort to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

5.13 Waiver of Redemption, Notice and Marshalling of Assets, Etc. To the fullest extent permitted by law, each Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to such Mortgagor by virtue of any present or future moratorium law or other law exempting the Collateral from attachment, levy or sale on execution or providing for any appraisalment, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment and (b) any right to a marshalling of assets or a sale in inverse order of alienation. If any law referred to in this Mortgage and now in force, of which any Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall thereafter be deemed not to

constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof. If the laws of any state that provides for a redemption period do not permit the redemption period to be waived, the redemption period shall be specifically reduced to the minimum amount of time allowable by statute.

5.14 Application of Proceeds. The proceeds of any sale of the Mortgaged Property or any part thereof and all other monies received in any proceedings for the enforcement hereof or otherwise, whose application has not elsewhere herein been specifically provided for, shall be applied:

(a) First, to the payment of all reasonable expenses incurred by the Mortgagee incident to the enforcement of this Mortgage, the Credit Agreement or any other Credit Document to collect any portion of the Obligations, including expenses of any entry or taking of possession, of any sale, of advertisement thereof, and of conveyances, and court costs, compensation of agents and employees, a reasonable commission to the keeper, if any, and reasonable legal fees, and to the payment of all other reasonable charges, expenses, liabilities and advances incurred or made by the Mortgagee under this Mortgage or in executing any trust or power hereunder; and

(b) Second, as set forth in Section 11.11 of the Credit Agreement.

5.15 Resignation of Operator. In addition to all rights and remedies under this Mortgage, at law and in equity, if any Event of Default shall occur and be continuing and the Mortgagee shall exercise any remedies under this Mortgage with respect to any portion of the Mortgaged Property (or any Mortgagor shall transfer any Mortgaged Property "in lieu of" foreclosure) whereupon such Mortgagor is divested of its title to any of the Collateral, the Mortgagee shall have the right to request that any operator of any Mortgaged Property that is either a Mortgagor or any Affiliate of a Mortgagor to resign as operator under the joint operating agreement applicable thereto, and no later than 60 days after receipt by such Mortgagor of any such request, such Mortgagor shall resign (or, to the extent it is able to do so, cause such other Person to resign) as operator of such Collateral.

5.16 Indemnity. THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE, IN CONNECTION WITH ANY ACTION TAKEN, FOR ANY LOSS SUSTAINED BY ANY MORTGAGOR RESULTING FROM AN ASSERTION THAT THE MORTGAGEE HAS RECEIVED FUNDS FROM THE PRODUCTION OF HYDROCARBONS CLAIMED BY THIRD PERSONS OR ANY ACT OR OMISSION OF ANY INDEMNIFIED PARTY IN ADMINISTERING, MANAGING, OPERATING OR CONTROLLING THE MORTGAGED PROPERTY INCLUDING SUCH LOSS THAT MAY RESULT FROM THE ORDINARY NEGLIGENCE OF AN INDEMNIFIED PARTY UNLESS SUCH LOSS IS CAUSED BY THE WILLFUL MISCONDUCT, BAD FAITH OR GROSS NEGLIGENCE OF THE INDEMNIFIED PARTY SEEKING INDEMNITY OR ANY OF ITS RELATED PARTIES. NO INDEMNIFIED PARTY SHALL BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY OF ANY MORTGAGOR. EACH MORTGAGOR AGREES TO PAY, AND TO SAVE THE INDEMNIFIED PARTIES HARMLESS FROM, ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, SUITS, COSTS, EXPENSES OR

DISBURSEMENTS OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO THE EXECUTION, DELIVERY, ENFORCEMENT, PERFORMANCE AND ADMINISTRATION OF THIS MORTGAGE TO THE EXTENT THE BORROWER WOULD BE REQUIRED TO DO SO PURSUANT TO SECTION 13.5 OF THE CREDIT AGREEMENT. THE LIABILITIES OF ANY MORTGAGOR AS SET FORTH IN THIS SECTION 5.16 SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

5.17 Failure to Perform. Each Mortgagor agrees that if it fails to perform any act or to take any action that it is required to perform or take hereunder or pay any money that such Mortgagor is required to pay hereunder, the Mortgagee, in such Mortgagor's name or its or their own name or names, may, but shall not be obligated to, perform or cause to perform such act or take such action or pay such money.

SECTION 6
[RESERVED].

SECTION 7
MISCELLANEOUS

7.1 Releases.

(a) Full Release. On the Termination Date, the Mortgagee shall forthwith cause a full release and termination of this Mortgage to be entered upon the record at the expense of the applicable Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be reasonably necessary or desirable for the release of the Liens created hereby on the Mortgaged Property. Other than as set forth in the foregoing sentence, this Mortgage shall remain and continue in full force and effect and be binding in accordance with and to the extent of its terms upon each Mortgagor and the successors and assigns thereof and shall inure to the benefit of the Mortgagee and the Other Secured Persons and their respective successors, indorsees, transferees and assigns; notwithstanding that from time to time prior to the Termination Date, any Mortgagor may be free from any Obligations.

(b) Partial Release. The Mortgagee, at the request and sole expense of a Mortgagor, shall promptly execute and deliver to such Mortgagor all releases, reconveyances or other documents reasonably necessary or desirable for the release of the Liens created hereby on the Mortgaged Property, which shall include, without limitation, the agreement of the Mortgagee (on behalf of itself and on behalf of the Other Secured Persons) to release the security interests in, and the Liens on, the Collateral granted herein and created hereby, (i) upon any Disposition by such Mortgagor of any Mortgaged Property that is permitted under the Credit Agreement (other than to a Guarantor) and (ii) to the extent that the first sentence of Section 13.17(a) of the Credit Agreement provides for such release with respect to the Mortgaged Property.

(c) Possession of Notes. Each Mortgagor acknowledges and agrees that possession of any Note (or any replacements of any said Note or other instrument evidencing any part of the Obligations) at any time by such Mortgagor or any other

Credit Party shall not in any manner extinguish the Obligations or this Mortgage, and such Mortgagor shall have the right to issue and reissue any of the Notes from time to time as its interest or as convenience may require, without in any manner extinguishing or affecting the Obligations or the Lien of this Mortgage.

7.2 Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of the Mortgagee and the Other Secured Persons in order to effectuate the provisions hereof. The invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

7.3 Successors and Assigns. The terms used to designate any party or group of persons shall be deemed to include the respective heirs, legal representatives, successors and permitted assigns of such Persons.

7.4 Satisfaction of Prior Encumbrance. To the extent that proceeds of the Credit Agreement are used to pay indebtedness secured by any outstanding Lien against the Mortgaged Property then the parties agree that: (a) such proceeds have been advanced at such Mortgagor's request, and (b) the Mortgagee and the Lenders shall be subrogated to any and all rights and Liens owned by any owner or holder of such outstanding Liens, irrespective of whether said Liens are or have been released. It is expressly understood that, in consideration of the payment of such other indebtedness, each Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness. This Mortgage is made with full substitution and subrogation of the Mortgagee and its successors and assigns in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Property or any part thereof.

7.5 Application of Payments to Certain Obligations. If any part of the Obligations cannot be lawfully secured by this Mortgage or if any part of the Collateral cannot be lawfully subject to the Lien hereof to the full extent of the Obligations, then all payments made shall be applied on said Obligations first in discharge of that portion thereof that is not secured by this Mortgage.

7.6 Nature of Covenants. The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

7.7 Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement (and notice to any Mortgagor shall be made in the manner for providing notice to and in care of the Borrower).

7.8 Expenses. Each Mortgagor agrees to pay any and all reasonable and documented out of pocket expenses (including all reasonable fees and disbursements of counsel) that may be paid or incurred by the Mortgagee in administering, enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Obligations and/or enforcing

any rights with respect to, or collecting against, any Mortgagor under this Mortgage to the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement.

7.9 Counterparts. This Mortgage is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Mortgaged Property is situated in (or offshore of) more than one parish, descriptions of only those portions of the Mortgaged Property located in (or offshore of) the parish in which a particular counterpart is recorded may be attached as Exhibit A to such counterpart. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

7.10 Governing Law. Insofar as permitted by otherwise applicable law, this Mortgage shall be construed under and governed by the laws of the State of Louisiana.

7.11 Financing Statement; Fixture Filing. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all Fixtures included within the Mortgaged Property may be filed or filed for record in the real estate records, uniform commercial code records, mortgage records or other appropriate records of each jurisdiction where any part of the Mortgaged Property (including said fixtures) is situated (or is offshore of). This Mortgage shall also be effective as a financing statement covering As-Extracted Collateral (including oil and gas and all other substances of value that may be extracted from the ground) and accounts financed at the wellhead or minehead of wells or mines located on the properties subject to the Applicable UCC and is to be filed for record in the real estate records, uniform commercial code records or other appropriate records of each jurisdiction where any part of the Mortgaged Property is situated (or is offshore of).

7.12 Filing of Financing Statements. Pursuant to the Applicable UCC, each Mortgagor authorizes the Mortgagee, its counsel or its representative, at any time and from time to time, to file or record financing statements, continuation statements, amendments thereto and other filing or recording documents or instruments with respect to the Mortgaged Property without the signature of such Mortgagor in such form and in such offices as the Mortgagee reasonably determines appropriate to perfect the security interests of the Mortgagee under this Mortgage. Each Mortgagor also authorizes the Mortgagee, its counsel or its representative, at any time and from time to time, to file or record such financing statements that describe the collateral covered thereby as "all assets of the Mortgagor", "all personal property of the Mortgagor" or words of similar effect. Each Mortgagor shall pay all costs associated with the filing of such instruments.

In that regard, the following information is provided:

Name of Mortgagor:	TALOS EXPLORATION LLC
	TALOS THIRD COAST LLC
	TALOS ENERGY OFFSHORE LLC

Address of Mortgagor: c/o Talos Production Inc.
333 Clay St., Suite 3300
Houston, TX 77002
Attention: Shane Young

State of Formation/Location
of each Mortgagor: Delaware

With a copy of any notice to: c/o Apollo Management, L.P.
9 West 57th Street, 43rd Floor
New York, NY 10019

Name of Secured Party: JPMorgan Chase Bank, N.A.,
as Collateral Agent

Address of Secured
Party: 712 Main Street
Houston, Texas 77002
Attention: Jo Linda Papadakis

Facsimile: 713-216-7770

Owner of Record of
Real Property: One or more Mortgagors

7.13 Limit on Obligations and Collateral. It is the intention of each Mortgagor, the Mortgagee and the Other Secured Persons that this Mortgage not constitute a fraudulent transfer or fraudulent conveyance under any state or federal law that may be applied hereto. Each Mortgagor and, by the Mortgagee's acceptance hereof, the Mortgagee and the Other Secured Persons hereby acknowledge and agree that, notwithstanding any other provision of this Mortgage, the indebtedness of each Mortgagor secured hereby shall be limited to the maximum amount of indebtedness that can be incurred or secured by such Mortgagor without rendering this Mortgage voidable under applicable law relating to fraudulent conveyances or fraudulent transfers.

7.14 References. The words "herein," "hereof," "hereunder" and other words of similar import when used in this Mortgage refer to this Mortgage as a whole, and not to any particular article, section or subsection. Any reference herein to a Section shall be deemed to refer to the applicable Section of this Mortgage unless otherwise stated herein. Any reference herein to an exhibit or schedule shall be deemed to refer to the applicable exhibit or schedule attached hereto unless otherwise stated herein.

SECTION 8
LOUISIANA PROVISIONS

8.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 8 and the other terms and conditions of this Mortgage, the terms and conditions of this Section 8 shall control and be binding. In the event of any conflict between this Section 8 and the Credit Agreement, the provisions hereof shall be controlling as necessary to create, preserve, perfect and maintain a valid mortgage lien and security interest upon the Collateral, and to provide for the enforcement and foreclosure of the same; otherwise the provision of the Credit Agreement shall be controlling.

8.2 Future Advances. This Mortgage may secure future advances, and in accordance with Article 3298 of the Louisiana Civil Code, and as to all Obligations, present and future, secured by this Mortgage, notwithstanding the nature of such obligations or the date they arise, this Mortgage has effect between the parties from the time this Mortgage is executed, and as to third persons from the time this Mortgage is filed for registry.

8.3 Maximum Amount Secured. The maximum amount of Obligations that may be outstanding at any time and from time to time that this Mortgage secures shall be \$2,000,000,000 (the "Maximum Amount").

8.4 Alienation. The Mortgaged Property is to remain so specially mortgaged, affected and hypothecated unto and in favor of Mortgagee for the benefit of itself and the Other Secured Persons subject to the terms and conditions of Section 7.1, and each Mortgagor is herein and hereby bound and obligated not to sell, alienate, mortgage or encumber the Mortgaged Property, or any part thereof, to the prejudice of this act, and not to permit or suffer the same to be so sold, alienated, deteriorated or encumbered, subject in each case to Permitted Encumbrances and any disposition permitted by Section 10.4 of the Credit Agreement.

8.5 Confession of Judgment. For purposes of foreclosure under Louisiana executory process procedures, each Mortgagor hereby acknowledges and confesses judgment in favor of the Mortgagee and the Other Secured Persons for the full amount of the Obligations.

8.6 Additional Louisiana Remedies. Upon the occurrence of an Event of Default, the Mortgagee may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against any Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as the Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of the Mortgagee: (i) institute proceedings for the complete foreclosure of this Mortgage in which case the Mortgaged Property may be sold for cash or upon credit in one or more parcels under ordinary or executory process, at the Mortgagee's sole option, and with or without appraisal, appraisal being expressly waived; or (ii) to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing lien of this Mortgage for the balance of the Obligations not then

due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage, the Credit Agreement or the other Credit Documents; or (iv) recover judgment on the Obligations either before, during or after any proceedings for the enforcement of this Mortgage; or (v) apply for the appointment of a trustee, receiver, liquidator or conservator of the Mortgaged Property, without regard for the adequacy of the security for the Obligations and without regard for the solvency of any Mortgagor or of any person, firm or other entity liable for the payment of the Obligations; or (vi) sell the UCC Collateral or any part thereof at public or private sale, for cash, upon credit or for future delivery, at such price or prices as the Mortgagee may deem satisfactory, and in connection with any such sale, each Mortgagor hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter adopted and agrees that 10 days prior written notice of the time and place of any such sale or other intended disposition of any of the UCC Collateral constitutes "reasonable notification" within the meaning of the Uniform Commercial Code, except that shorter or no notice shall be reasonable as to any UCC Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market; or (vii) pursue such other remedies as the Mortgagee may have under applicable law, including, without limitation, as a secured party under the Uniform Commercial Code.

8.7 Keeper. In the event the Mortgaged Property, or any part thereof, is seized as an incident to an action for the recognition or enforcement of this Mortgage by executory process, ordinary process, sequestration, writ of fieri facias or otherwise, each Mortgagor and the Mortgagee agree that the court issuing any such order shall, if petitioned for by Mortgagee, direct the applicable sheriff to appoint as a keeper of the Mortgaged Property, Mortgagee or any agent designated by Mortgagee or any person named by the Mortgagee at the time such seizure is effected. This designation is pursuant to Louisiana Revised Statutes 9:5131, et seq., and 9:5136, et seq., as the same may be amended, and Mortgagee shall be entitled to all the rights and benefits afforded thereunder. It is hereby agreed that the keeper shall be entitled to receive as compensation the reasonable costs and expenses incurred in the administration or preservation of the Mortgaged Property. The designation of keeper made herein shall not be deemed to require Mortgagee to provoke the appointment of such a keeper.

8.8 Waivers. Each Mortgagor waives in favor of the Mortgagee and the Other Secured Persons any and all homestead exemptions and other exemptions of seizure or otherwise to which such Mortgagor is or may be entitled under the constitution and statutes of the State of Louisiana insofar as the Mortgaged Property is concerned. Each Mortgagor further waives: (a) the benefit of appraisal as provided in Louisiana Code of Civil Procedure Articles 2332, 2336, 2723 and 2724, and all other laws conferring the same; (b) the notice of seizure required by Louisiana Code of Civil Procedure Articles 2293 and 2721; (c) the three days delay provided by Louisiana Code of Civil Procedure Articles 2331 and 2722; and (d) the benefit of the other provisions of Louisiana Code of Civil Procedure Articles 2331, 2722 and 2723, not specifically mentioned above.

8.9 Authentic Evidence. Any and all declarations of fact made by authentic act before a notary public in the presence of two competent witnesses by a person declaring that such facts lie within his knowledge, shall constitute authentic evidence of such facts for the

purpose of executory process. Each Mortgagor specifically agrees that such an affidavit by a representative of Mortgagee as to the existence, amount, terms, and maturity of the Obligations and of a default thereunder shall, to the extent not prohibited by applicable law, constitute authentic evidence of such facts for the purpose of executory process.

8.10 Louisiana Defined Terms.

All references to the Uniform Commercial Code (and words of similar import) shall also refer to and include the Uniform Commercial Code, Louisiana Revised Statutes 10:1-101, et seq., and any and all provisions thereof corresponding to the Uniform Commercial Code.

All references to a "receiver" or any person, entity or officer appointed for the purpose of administering and preserving the Mortgaged Property shall also mean, refer to and include a "keeper" under Louisiana Revised Statutes 9:5136, et seq.

All references to "real property" shall include "immovable property" as that term is used in the Louisiana Civil Code, and any and all references to "personal property" shall also include "movable property".

All references to "tangible property" shall include "corporeal property" and any and all references to "intangible property" shall include "incorporeal property".

The terms "fee estate", "fee simple" or "fee title" with respect to property shall mean "ownership" as provided in Louisiana Civil Code Art. 477 unburdened by real rights in favor of others.

The term "condemnation" will include "expropriation" as that term is used in Louisiana law.

The term "easement" will include "servitude and advantages" as used in the Louisiana Civil Code.

The term "building" will include "other constructions" as that term is used in the Louisiana Civil Code.

References to "county" shall mean "parish", if the reference is to a political subdivision of Louisiana.

The term "Lien" or "lien" shall include privilege, mortgage, security interest, assignment or other encumbrance.

All references to joint and several liability in relation to an obligation governed by Louisiana law shall include joint, several and solidary liability.

The phrase "covenant running with the land" and other words of similar import shall be deemed to include a real right in, or a recorded lease of, immovable property.

The term “environmental laws” shall include the Louisiana Environmental Quality Act, Louisiana Revised Statutes. 30:2001, et seq., as amended, and the rules and regulations promulgated thereunder, and the term “hazardous materials” shall include hazardous materials as defined in such laws.

The terms “deed in lieu of foreclosure,” “conveyance in lieu of foreclosure” and words of similar import shall include a giving in payment within the meaning of Louisiana Civil Code 2655-59, provided that such transaction shall be construed a transfer in partial payment of the Obligations unless otherwise expressly provided.

“Mortgaged Property” shall include the right to receive proceeds attributable to the insurance loss of the Mortgaged Property, as provided in Louisiana Revised Statutes 9:5386.

8.11 Waiver and Release. Each Mortgagor and Mortgagee hereby waive the production of mortgage, conveyance, tax, paving, assignment of accounts receivable and other certificates and relieve and release the Notary Public before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

8.12 No Paraph. Each Mortgagor acknowledges that no note or other evidence of Obligations has been paraphed for identification with this Mortgage.

8.13 Acceptance. The acceptance of this Mortgage by Mortgagee and the consent by Mortgagee to the terms and conditions of this Mortgage are presumed and, under the provisions of Louisiana Civil Code article 3289, Mortgagee has not been required to sign this Mortgage.

8.14 Reliance. Notwithstanding any reference herein to the Credit Agreement or any Secured Transaction Documents or other Credit Documents, no third party shall be obligated to inquire as to whether any term or condition set forth therein has occurred but shall be entitled to rely upon the certificate of the Mortgagee as to all events, including but not limited to the occurrence of an Event of Default and the right of the Mortgagee to enforce this Mortgage.

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THUS DONE AND PASSED, on this 28th day of February, 2020, to be effective as of the Effective Date, in multiple originals before me, the undersigned Notary Public in and for the County of Harris, State of Texas, and in the presence of the undersigned competent witnesses, who hereunto signed their names with the undersigned Mortgagors and me, Notary Public, after due reading of the whole.

**TALOS EXPLORATION LLC,
TALOS THIRD COAST LLC, and
TALOS ENERGY OFFSHORE LLC,**
each as a Mortgagor

WITNESSES:

Lynne Hackedorn
Printed Name: Lynne Hackedorn

By: *William S. Moss III*
Name: William S. Moss III
Title: Executive Vice President, General
Counsel and Secretary

Jean Coluzzi
Printed Name: Jean Coluzzi

Julie Pratt
Printed Name: Julie Pratt
NOTARY PUBLIC,
in and for State of Texas

My commission expires: _____
Notarial No.: _____

[SEAL]

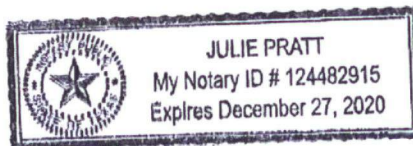


EXHIBIT A

to

MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT

Introduction

All references contained in this Exhibit A to the wells are intended to include references to the applicable Mortgagor's well identification number and well name for any existing well, including any replacement well drilled in lieu thereof from which crude oil, natural gas or other Hydrocarbons are now or hereafter produced. All references contained in this Exhibit A to the Oil and Gas Properties are intended to include: (i) the volume or book and page, file, entry or instrument number of the appropriate records of the particular county or parish in the state where each such lease or other such lease or other instrument is recorded and (ii) all valid and existing amendments to such lease or other instrument of record in such county or parish record, as applicable, regardless of whether such amendments are expressly described herein. A special reference is herein made to each such lease or other instrument and the record thereof for a more particular description of the property and the interest sought to be affected by this Mortgage and for all other purposes.

EXHIBIT A

LEASES

Prospect	Area/Block		OCS Lease #	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interest	Interest Type	Book	Page	Entry	State	County/Parish
Barataria	MC	521	G34441	11/1/2012	Producing	All of Block 521, Mississippi Canyon area	Kosmos Energy	Talos Exploration LLC	23.85000%	Record Title					
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion B of State Lease 21615 from the surface to 17,621 feet	Castex Energy Inc.	Talos Third Coast LLC	37.59131%	Working Interest	2441	1	1492021	Louisiana	Terbonne
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion A of State Lease 21615 from 17,621 feet to the center of the earth	Castex Energy Inc.	Talos Third Coast LLC	7.59131%	Working Interest	2441	1	1492021	Louisiana	Terbonne
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion B of State Lease 21616 from the surface to 17,621 feet	Castex Energy Inc.	Talos Third Coast LLC	37.59131%	Working Interest	2441	15	1492022	Louisiana	Terbonne
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion A of State Lease 21616 from 17,621 feet to the center of the earth	Castex Energy Inc.	Talos Third Coast LLC	7.59131%	Working Interest	2441	15	1492022	Louisiana	Terbonne
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion B of State Lease 21608 from the surface to 17,621 feet	Castex Energy Inc.	Talos Third Coast LLC	37.59131%	Working Interest	2440	815	1492016	Louisiana	Terbonne
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion A of State Lease 21608 from 17,621 feet to the center of the earth	Castex Energy Inc.	Talos Third Coast LLC	7.59131%	Working Interest	2440	815	1492016	Louisiana	Terbonne
Bayou Goreau	N/A	N/A	N/A	8/1/2016	HBP	Oil and Gas lease dated 8/16/2016 with The Louisiana Land and Exploration Company LLC as lessor and Castex Energy Partners, L.P. as Lessee	Castex Energy Inc.	Talos Third Coast LLC	37.59131%	Working Interest	2476	17	1518016	Louisiana	Terbonne
Beta (Colencanth)	EW	789	G35805	7/1/2016	Unit	All of Block 789, Ewing Bank area	Walter Oil and Gas	Talos Exploration LLC	6.25000%	Record Title					
Beta (Colencanth)	EW	790	G33140	7/1/2009	Unit	All of Block 790, Ewing Bank area	Walter Oil and Gas & Fieldwood Energy LLC	Talos Exploration LLC	6.25000%	Record Title					
Beta (Colencanth)	EW	834	G27982	7/1/2006	Unit	E/2; N/2 NW/4; N/2 SE/4 NW/4; S/2 SW/4; S/2 N/2 SW/4 of Block 834, Ewing Bank area	Walter Oil and Gas	Talos Exploration LLC	6.25000%	Record Title					
Beta (Colencanth)	EW	834	G27982	7/1/2006	Unit	SW/4 NW/4; S/2 SE/4 NW/4; N/2 N/2 SW/4 from 9,701' to 99,999' SSTVD of Block 834, Ewing Bank Area	Walter Oil and Gas	Talos Exploration LLC	6.25000%	Operating Rights					
Beta (Colencanth)	EW	835	G33707	5/1/2010	Unit	All of Block 835, Ewing Bank area	Walter Oil and Gas	Talos Exploration LLC	6.25000%	Record Title					

Prospect	Area/Block		OCS Lease #	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interest	Interest Type	Book	Page	Entry	State	County/Parish
Beta (Colencanth)	MC	793	G33177	7/1/2009	Unit	All of Block 793, Mississippi Canyon area	Walter Oil and Gas	Talos Exploration LLC	6.25000%	Record Title					
Claiborne	MC	750	G35832	7/1/2016	Primary term	SE/4NE/4SW/4; NE/4SE/4SW/4; NW/4SW/4SE/4; SW/4SW/4SE/4; SE/4 SW/4SE/4 of Block 750, Mississippi Canyon area	LLOG Exploration Offshore	Talos Exploration LLC	25.25000%	Record Title					
Claiborne	MC	750	G35832	7/1/2016	Primary term	N/2; W/2SW/4; W/2E/2SW/4; NE/4NE/4SW/4; SE/4SE/4SW/4; N/2SE/4; SE/4SE/4; NE/4SW/4SE/4	LLOG Exploration Offshore	Talos Exploration LLC	16.26875%	Record Title					
Claiborne	MC	794	G34909	9/1/2013	Producing	All of Block 794, Mississippi Canyon area	Beacon Growthco Op	Talos Exploration LLC	25.25000%	Record Title					
Claiborne	MC	795	G35984	7/1/2017	Primary term	E/2 NW/4; NE/4; S/2 of Block 795, Mississippi Canyon area	LLOG Exploration Offshore	Talos Exploration LLC	25.25000%	Record Title					
Claiborne	MC	795	G35984	7/1/2017	Primary term	W/2 NW/4 of Block 795, Mississippi Canyon area	LLOG Exploration Offshore	Talos Exploration LLC	25.25000%	Record Title					
Crown & Anchor	VK	959	G34874	8/1/2013	Unit	All of Block 959, Viosca Knoll area	Beacon Growthco Op	Talos Exploration LLC	17.50000%	Record Title					
Crown & Anchor	VK	959	G34874	8/1/2013	Unit	All of Block 959, Viosca Knoll area, as the lease covers the depths from 14,947 feet TVDSS down to and including 99,999 feet TVDSS	Beacon Growthco Op	Talos Exploration LLC	5.00000%	Operating Rights					
Crown & Anchor	VK	960	G27247	7/1/2005	Unit	All of Block 960, Viosca Knoll area	Beacon Growthco Op	Talos Exploration LLC	17.50000%	Record Title					
Crown & Anchor	VK	960	G27247	7/1/2005	Unit	All of Block 960, Viosca Knoll area, as the lease covers the depths from 14,947 feet TVDSS down to and including 99,999 feet TVDSS	Beacon Growthco Op	Talos Exploration LLC	5.00000%	Operating Rights					
Crown & Anchor	VK	1003	G35620	6/1/2015	Unit	All of Block 1003, Viosca Knoll area	Beacon Growthco Op	Talos Exploration LLC	17.50000%	Record Title					
Crown & Anchor	VK	1003	G35620	6/1/2015	Unit	All of Block 1003, Viosca Knoll area, as the lease covers the depths from 14,947 feet TVDSS down to and including 99,999 feet TVDSS	Beacon Growthco Op	Talos Exploration LLC	5.00000%	Operating Rights					
Crown & Anchor	VK	1004	G27249	7/1/2005	Unit	All of Block 1004, Viosca Knoll area	Beacon Growthco Op	Talos Exploration LLC	17.50000%	Record Title					
Crown & Anchor	VK	1004	G27249	7/1/2005	Unit	All of Block 1004, Viosca Knoll area, as the lease covers the depths from 14,947 feet TVDSS down to and including 99,999 feet TVDSS	Beacon Growthco Op	Talos Exploration LLC	5.00000%	Operating Rights					
Dantzler	MC	738	G33755	7/1/2010	Primary term	All of Block 738, Mississippi Canyon area	Fieldwood Energy LLC	Talos Exploration LLC	17.50000%	Record Title					
Dantzler	MC	782	G33757	7/1/2010	Primary term	All of Block 782, Mississippi Canyon area	Fieldwood Energy LLC	Talos Exploration LLC	17.50000%	Record Title					
Diller (Son of Bluto II)	MC	254	G35324	6/1/2014	Primary term	All of Block 254, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	4.83347%	Record Title					
Diller (Son of Bluto II)	MC	386	G34438	11/1/2012	Primary term	All of Block 386, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	11.82311%	Record Title					

Prospect	Area/Block		OCS Lease #	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interest	Interest Type	Book	Page	Entry	State	County/Parish
Diller (Son of Bluto II)	MC	387	G22873	5/1/2001	Operations	All of Block 387, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	11.82311%	Record Title					
Diller (Son of Bluto II)	MC	431	G22877	6/1/2001	Producing	All of Block 431, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	11.82311%	Record Title					
King Lake	N/A	N/A	N/A	6/13/2018	HBP	State of Louisiana A0383	Castex Energy Inc.	Talos Third Coast LLC	45.08539%	Working Interest	2543	290	1562319	Louisiana	Terrebonne
King Lake	N/A	N/A	N/A	8/10/2016	HBP	State of Louisiana 21676	Castex Energy Inc.	Talos Third Coast LLC	45.08539%	Working Interest	2471	304	1515294	Louisiana	Terrebonne
King Lake	N/A	N/A	N/A	8/10/2016	HBP	State of Louisiana 21677	Castex Energy Inc.	Talos Third Coast LLC	45.08539%	Working Interest	2471	290	1515293	Louisiana	Terrebonne
King Lake	N/A	N/A	N/A	8/1/2016	HBP	Oil and Gas lease dated 8/1/2016 between The Louisiana Land and Exploration Company LLC as lessor and Castex Energy Partners, L.P. as lessee	Castex Energy Inc.	Talos Third Coast LLC	45.08539%	Working Interest	2476	30	1518019	Louisiana	Terrebonne
King Lake	N/A	N/A	N/A	8/1/2016	HBP	Oil and Gas lease dated 8/1/2016 between The Louisiana Land and Exploration Company LLC as lessor and Castex Energy Partners, L.P. as lessee	Castex Energy Inc.	Talos Third Coast LLC	45.08539%	Working Interest	2476	21	1518017	Louisiana	Terrebonne
King Lake	N/A	N/A	N/A	8/1/2016	HBP	Oil and Gas lease dated 8/1/2016 between The Louisiana Land and Exploration Company LLC as lessor and Castex Energy Partners, L.P. as lessee	Castex Energy Inc.	Talos Third Coast LLC	45.08539%	Working Interest	2476	26	1518018	Louisiana	Terrebonne
Marmalard	MC	254	G35324	6/1/2014	Primary term	All of Block 254, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	4.83347%	Record Title					
Marmalard	MC	255	G24064	7/1/2002	HBP	All of Block 255, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	11.39858%	Record Title					
Marmalard	MC	299	G34435	11/1/2012	Primary term	All of Block 299, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	11.39858%	Record Title					
Marmalard	MC	299	G34435	11/1/2012	Primary term	All of Block 299, Mississippi Canyon area, insofar and only insofar as the lease covers depths from the surface down to 22,000 TVDSS	Murphy E&P USA	Talos Exploration LLC	11.82311%	Operating Rights					
Marmalard	MC	300	G22868	6/1/2001	Unit	All of Block 300, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	11.39858%	Record Title					

Prospect	Area/Block		OCS Lease #	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interest	Interest Type	Book	Page	Entry	State	County/Parish
Main Pass Blk 138	MP	138	G16500	7/1/1996	Producing	All of Block 138, Main Pass area	Castex Offshore	Talos Third Coast LLC	90.00000%	Record Title					
Main Pass Blk 138	MP	138	G16500	7/1/1996	Producing	All of Block 138, Main Pass area	Castex Offshore	Talos Third Coast LLC	71.47060%	Operating Rights					
Main Pass Blk 270	MP	270	G22812	7/1/2001	Unit	N/2; NW/4 SW/4; W/2 NE/4 SW/4; SE/4 NE/4 SW/4; NE/4 SE/4; N/2 NW/4 SE/4 of Block 270, Main Pass area	Castex Offshore	Talos Third Coast LLC	76.57000%	Record Title					
Main Pass Blk 270	MP	270	G22812	7/1/2001	Unit	S/2 NW/4 SE/4; NE/4 NE/4 SW/4 of Block 270, Main Pass area	Castex Offshore	Talos Third Coast LLC	78.12000%	Record Title					
Main Pass Blk 270	MP	270	G22812	7/1/2001	Unit	S/2 S/2 of Block 270, Main Pass area	Castex Offshore	Talos Third Coast LLC	28.12000%	Record Title					
Main Pass Blk 270	MP	270	G22812	7/1/2001	Unit	S/2 S/2 of Block 270, Main Pass area, South and East Addition from the surface to a depth of 13,000 TVDSS	Castex Offshore	Talos Third Coast LLC	75.00000%	Operating Rights					
Niedermeyer	MC	208	G32303	8/1/2008	Primary term	All of Block 208, Mississippi Canyon area, insofar and only insofar as the lease covers those depths lying between the surface down to a depth of 22,000' TVD	Murphy E&P USA	Talos Exploration LLC	5.40113%	Operating Rights					
Niedermeyer	MC	209	G24055	8/1/2002	Producing	All of Block 209, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	5.40113%	Record Title					
Niedermeyer	MC	252	G35491	6/1/2008	Producing	W/2; SE/4; W/2 NE/4; NE/4 NE/4; NW/4 SE/4 NE/4 of Block 252, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	5.40113%	Record Title					
Niedermeyer	MC	254	G35324	6/1/2014	Primary Term	All of Block 254, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	2.20806%	Record Title					
Oyster Bayou	N/A	N/A	N/A	9/9/2015	HBP	State of Louisiana 21614	Castex Energy Inc.	Talos Third Coast LLC	48.46060%	Working Interest	2440	871	1492020	Louisiana	Terrebonne
Oyster Bayou	N/A	N/A	N/A	3/13/2019	Primary term	State of Louisiana 21903	Castex Energy Inc.	Talos Third Coast LLC	45.44834%	Working Interest	2568	522	1578550	Louisiana	Terrebonne
Odd Job	MC	214	G24059	7/1/2002	Operations	All of Block 214, Mississippi Canyon area	Kosmos Energy	Talos Exploration LLC	19.47149%	Record Title					
Odd Job	MC	215	G24060	6/1/2002	Producing	All of Block 215, Mississippi Canyon area	Kosmos Energy	Talos Exploration LLC	17.50000%	Record Title					
Odd Job	MC	258	G35326	8/1/2014	Primary term	All of Block 258, Mississippi Canyon area	Kosmos Energy	Talos Exploration LLC	17.50000%	Record Title					
South Marsh Island Blk 122	SM	122	G17942	7/1/1997	Producing	All of Block 122, South Marsh Island area, South addition	Castex Offshore	Talos Third Coast LLC	5.68750%	Record Title					

Prospect	Area/Block		OCS Lease #	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interest	Interest Type	Book	Page	Entry	State	County/Parish
South Santa Cruz	MC	563	G21176	7/1/1999	Producing	All of Block 563, Mississippi Canyon area	Kosmos Energy	Talos Exploration LLC	20.25000%	Record Title					
South Santa Cruz	MC	563	G21176	7/1/1999	Producing	N/2 NW/4 of Block 563, Mississippi Canyon area, as to all depths from the surface down to 19,000 TVD	Kosmos Energy	Talos Exploration LLC	20.25000%	Operating Rights					
South Santa Cruz	MC	563	G21176	7/1/1999	Producing	All of Block 563, Mississippi Canyon area, as to depths from below 19,000 down to 99,999 TVDSS	Fieldwood Energy LLC	Talos Exploration LLC	14.43750%	Operating Rights					
Ship Shoal Blk 76	SS	76	G15276	8/1/1995	Producing	All of Block 76, Ship Shoal area	Castex Offshore	Talos Third Coast LLC	75.00000%	Record Title					
Ship Shoal Blk 76	SS	76	G15276	8/1/1995	Producing	All of Block 76, ship Shoal area, from the surface of the earth to the stratigraphic equivalent of the true vertical depth of 10,462 feet (being the TVD drilled in the OCS-G 15276 Well plus 100 feet)	Castex Offshore	Talos Third Coast LLC	90.00000%	Operating Rights					
South Timbalier Blk 311	ST	311	G31418	3/1/2008	Producing	All of Block 311, South Timbalier area	Walter Oil and Gas	Talos Third Coast LLC	1.25000%	Record Title					
South Timbalier Blk 311	\ST	311	G31418	3/1/2008	Producing	All of Block 311, South Timbalier area, South Addition, from the surface to 12,251' TVDSS	Walter Oil and Gas	Talos Third Coast LLC	1.12500%	Operating Rights					
South Timbalier Blk 311	ST	311	G31418	3/1/2008	Producing	All of Block 311, South Timbalier area, South Addition, from 12,251 TVDSS to 99,999 TVDSS	Walter Oil and Gas	Talos Third Coast LLC	1.12500%	Operating Rights					
West Cameron Blk 77	WC	77	G09387	6/1/1988	Unit	SW/4 SW/4; W/2 SE/4 SW/4 of Block 77, West Cameron area, as to all depths below 16,400' SSTVD	Castex Offshore	Talos Third Coast LLC	6.25000%	Operating Rights					
West Cameron Blk 96	WC	96	G23740	5/1/2002	Unit	All of Block 96, West Cameron area	Castex Offshore	Talos Third Coast LLC	68.90625%	Record Title					
West Cameron Blk 96	WC	96	G23740	5/1/2002	Unit	E/2; SW/4; S/2 NW/4 of Block 96, West Cameron area, from the surface to a depth of 99,999 TVD	Castex Offshore	Talos Third Coast LLC	67.50000%	Operating Rights					
Gunflint	MC	904	G36566	7/1/2019	Primary Term	All of Block 904, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	Fieldwood Energy LLC	Talos Energy Offshore LLC	9.56370%	Record Title					

EXHIBIT A

WELLS

Prospect	Area Block Bottom	Area Block Surface	Bottom Lease	Well Name	API #	Well Status Code	Operator	Owner	Working Interest	NRI
Barataria	MC 521	MC 521	G34441	MC 521 #SS1	608174131300	Producing	Kosmos Energy	Talos Exploration LLC	23.85000%	16.75465%
Bayou GOREAU	N/A	N/A	N/A	SL 21615 #1; DISC 12 RA SUA	1771120353000	Producing	Castex Energy Inc.	Talos Third Coast LLC	37.59131%	27.70425%
Beta (Colencanth)	EW 789	EW 789	G35805	EW789 A-6	608104015500	Producing	Walter Oil & Gas	Talos Exploration LLC	6.25000%	4.99687%
Beta (Colencanth)	EW 789	EW 789	G35805	EW789 A-7	608104015401	Producing	Walter Oil & Gas	Talos Exploration LLC	6.25000%	4.99687%
Beta (Colencanth)	EW 790	EW 790	G33140	EW790 A-2	608104015100	Producing	Walter Oil & Gas	Talos Exploration LLC	6.25000%	4.60938%
Beta (Colencanth)	EW 790	EW 790	G33140	EW790 A-3	608104015300	Producing	Walter Oil & Gas	Talos Exploration LLC	6.25000%	4.60938%
Beta (Colencanth)	EW 790	EW 790	G33140	EW790 A-9	608104015700	Producing	Walter Oil & Gas	Talos Exploration LLC	6.25000%	4.60938%
Beta (Colencanth)	EW 834	EW 834	G27982	EW834 A-1	608105010300	Producing	Walter Oil & Gas	Talos Exploration LLC	6.25000%	5.00000%
Beta (Colencanth)	MC 793	MC 793	G33177	MC793 A-4	608104015200	Shut In	Walter Oil & Gas	Talos Exploration LLC	6.25000%	4.96069%
Beta (Colencanth)	MC 793	MC 793	G33177	MC793 A-8 (Non-Consent) (1)	608104015900	Producing	Walter Oil & Gas	Talos Exploration LLC	6.25000%	4.96069%
Claiborne	MC 794	MC 794	G34909	MC794#SS1ST1	608174131502	Producing	Beacon	Talos Exploration LLC	25.25000%	19.50565%

Prospect	Area Block Bottom	Area Block Surface	Bottom Lease	Well Name	API #	Well Status Code	Operator	Owner	Working Interest	NRI
Claiborne	MC 794	MC 794	G34909	MC794#SS2ST1	608174134301	Producing	Beacon	Talos Exploration LLC	25.25000%	19.50565%
Crown & Anchor	VK 959	VK 959	G34874	VK 959 #SS1	608164045800	Shut In	Beacon	Talos Exploration LLC	17.50000%	14.21875%
Crown & Anchor	VK 960	VK 960	G27247	VK 960 #SS1 BP2	608164045902	Shut In	Beacon	Talos Exploration LLC	17.50000%	14.78750%
Dantzler	MC 782	MC 782	G33757	MC782#1	608174126600	Producing	Beacon	Talos Exploration LLC	17.50000%	14.21875%
Dantzler	MC 782	MC 782	G33757	MC782#2	608174128200	Producing	Beacon	Talos Exploration LLC	17.50000%	14.21875%
Diller (Son of Bluto II)	MC 387	MC 387	G22873	MC387 #SS1	608174138900	Producing	Murphy E&P USA	Talos Exploration LLC	11.82311%	9.28115%
Diller (Son of Bluto II)	MC 431	MC 431	G22877	MC431 #SS2	608174120301	Producing	Murphy E&P USA	Talos Exploration LLC	11.82311%	9.28115%
King Lake	N/A	N/A	N/A	LL&E #1 TEX L-CIB C RA SUA	17109242310000	Producing	Castex Energy Partners LP	Talos Third Coast LLC	45.08539%	32.68690%
Marmalard	MC 255	MC 255	G24064	MC255 #SS1	608174125800	Producing	Murphy E&P USA	Talos Exploration LLC	11.39858%	8.94789%
Marmalard	MC 255	MC 255	G24064	MC255 #SS2	608174130500	Producing	Murphy E&P USA	Talos Exploration LLC	11.39858%	8.94789%
Marmalard	MC 300	MC 300	G22868	MC300 #SS1	608174120600	Producing	Murphy E&P USA	Talos Exploration LLC	11.39858%	8.94789%
Marmalard	MC 300	MC 300	G22868	MC300 #SS2	608174129500	Producing	Murphy E&P USA	Talos Exploration LLC	11.39858%	8.94789%
Main Pass Blk 138	MP 138	MP 138	G16500	MP 138 G1	177254083000	Producing	Castex Offshore	Talos Third Coast LLC	90.00000%	74.99970%

Prospect	Area Block Bottom	Area Block Surface	Bottom Lease	Well Name	API #	Well Status Code	Operator	Owner	Working Interest	NRI
Main Pass Blk 138	MP 138	MP 138	G16500	MP 138 G2	177254083100	Producing	Castex Offshore	Talos Third Coast LLC	90.00000%	74.99970%
Main Pass Blk 138	MP 138	MP 138	G16500	MP 138 G3	177254083200	Producing	Castex Offshore	Talos Third Coast LLC	90.00000%	74.99970%
Main Pass Blk 138	MP 138	MP 138	G16500	MP 138 G4	177254083300	Producing	Castex Offshore	Talos Third Coast LLC	90.00000%	74.99970%
Main Pass Blk 270	MP 270	MP 270	G22812	MP 270 B-1	177244097600	Producing	Castex Offshore	Talos Third Coast LLC	28.12500%	23.14733%
Main Pass Blk 270	MP 270	MP 270	G22812	MP 270 A1	177244088900	Producing	Castex Offshore	Talos Third Coast LLC	78.12500%	65.10446%
Main Pass Blk 270	MP 270	MP 270	G22812	MP 270 A-3	177244090600	Producing	Castex Offshore	Talos Third Coast LLC	78.12500%	65.10446%
Main Pass Blk 270	MP 270	MP 270	G22812	MP 270 A-ST	177244089001	Producing	Castex Offshore	Talos Third Coast LLC	78.12500%	65.10446%
Niedermeyer	MC 208	MC 208	G32303	MC208 #SS1	608174128800	Producing	Murphy E&P USA	Talos Exploration LLC	5.40113%	4.13186%
Niedermeyer	MC 209	MC 209	G24055	MC209 #SS1	608174126100	Shut In	Murphy E&P USA	Talos Exploration LLC	5.40113%	4.45593%
Niedermeyer	MC 252	MC 252	G35491	MC252 #SS1	608174130400	Producing	Murphy E&P USA	Talos Exploration LLC	5.40113%	4.17237%
Odd Job	MC 214	MC 214	G24059	MC214#2 BP1	608174138001	Completed	Kosmos Energy	Talos Exploration LLC	19.47149%	14.99305%
Odd Job	MC 215	MC 215	G24060	MC215 #SS1BP1	608174129101	Producing	Kosmos Energy	Talos Exploration LLC	17.50000%	13.47500%
Odd Job	MC 215	MC 215	G24060	MC215 #SS2	608174137600	Producing	Kosmos Energy	Talos Exploration LLC	17.50000%	13.47500%

Prospect	Area Block Bottom	Area Block Surface	Bottom Lease	Well Name	API #	Well Status Code	Operator	Owner	Working Interest	NRI
Oyster Bayou	N/A	N/A	N/A	SL 21614 #1; 8200 RA SUA	17109242300000	Producing	Castex Energy Inc.	Talos Third Coast LLC	48.10125%	36.07594%
Oyster Bayou	N/A	N/A	N/A	SL 21614 #1 SWD	17109880970000	Producing	Castex Energy Inc.	Talos Third Coast LLC	48.46060%	--
South Marsh Island Blk 122	SM 122	SM 122	G17942	SM 122 #A1	177084085202	Producing	Castex Offshore	Talos Third Coast LLC	6.25000%	5.01302%
South Marsh Island Blk 122	SM 122	SM 122	G17942	SM 122 #A2	177084085800	TA	Castex Offshore	Talos Third Coast LLC	6.25000%	5.01302%
South Marsh Island Blk 122	SM 122	SM 122	G17942	SM 122 #A3	177084088300	Producing	Castex Offshore	Talos Third Coast LLC	6.25000%	5.01302%
South Santa Cruz	MC 563	MC 563	G21176	MC 563 #SS1	608174130000	Producing	Kosmos Energy	Talos Exploration LLC	20.25000%	14.34251%
Ship Shoal Blk 76	SS 76	SS 76	G15276	SS 76 #3 ST2	177114133500	Producing	Castex Offshore	Talos Third Coast LLC	90.00000%	58.50000%
South Timbalier Blk 311	ST 311	ST 311	G31418	ST 311 #A1	177164035500	Producing	Walter Oil & Gas	Talos Third Coast LLC	1.25000%	0.99046%
West Cameron Blk 77	WC 77	WC 77	G09387	WC 77 B1	177004119500	Producing	Castex Offshore	Talos Third Coast LLC	33.65625%	25.92063%
West Cameron Blk 96	WC 96	WC 96	G23740	WC 96 B2	177004127400	Producing	Castex Offshore	Talos Third Coast LLC	33.65625%	25.92063%

EXHIBIT A

PLATFORMS

Prospect	Area/Block		Platform / Production Facility	ID #	Owner	Interest
Beta (Colencanth)	EW	834	EW 834 Platform A	2606	Talos Exploration LLC	6.25000%
Diller Marmalard Niedermeyer	MC	254	Delta House Facility	N/A	Talos Exploration LLC	0.25140%
Main Pass Blk 138	MP	138	MP 138 Platform G	1814	Talos Third Coast LLC	71.47057%
Main Pass Blk 270	MP	270	MP 270 Platform A	2644	Talos Third Coast LLC	78.12000%
Main Pass Blk 270	MP	270	MP 270 Platform B	2644	Talos Third Coast LLC	28.12000%
Oyster Bayou	N/A	N/A	Oyster Bayou Facility, Keyway, & Sales Line	N/A	Talos Third Coast LLC	48.45700%
South Marsh Island Blk 122	SM	122	SM 122 Platform A	703	Talos Third Coast LLC	5.68750%
South Timbalier Blk 311	ST	311	ST 311 Platform A	2574	Talos Third Coast LLC	1.25000%
West Cameron Blk 96	WC	96	WC 96 Platform B	1531	Talos Third Coast LLC	33.23675%

EXHIBIT A

CONTRACTS

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Barataria	12/1/2014	Participation Agreement between Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, Ridgewood Energy Corporation, as manager for and behalf of the "Managed Entities", ILX Prospective Leases II, LLC and Ridgewood Barataria, LLC and Deep Gulf Energy III, LLC
Barataria	6/1/2015	First Amendment to Barataria Prospect Participation Agreement between Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, Ridgewood Energy Corporation, as manager for and on behalf of the "Managed Entities", ILX Prospect Barataria, LLC and Ridgewood Barataria, LLC and Deep Gulf Energy III, LLC
Barataria	7/1/15	Supplemental Participation Agreement between Houston Energy Deepwater Ventures II, LLC and CL&F Resources LP
Barataria	1/1/2015	Deepwater Operating Agreement between Deep Gulf Energy III, LLC, as Operator, and Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC, and Ridgewood Barataria, LLC, as Non-Operators
Barataria	7/1/2015	Ratification and Amendment of Operating Agreement between Deep Gulf Energy III, LLC, as Operator, and Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC, and Ridgewood Barataria, LLC, as Non-Operators
Barataria	8/3/2015	Ratification and Second Amendment of Operating Agreement between Deep Gulf Energy III, LLC, as Operator, and Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC, and Ridgewood Barataria, LLC, as Non-Operators
Barataria	1/1/2015	Memorandum of Operating Agreement Attached as Exhibit to OOA, not a separate executed and/or recorded Memo between Deep Gulf Energy III, LLC, as Operator, and Houston Energy Deepwater Ventures IX, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC, and Ridgewood Barataria, LLC, as Non-Operators

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Barataria	12/14/2015	Letter of Intent for Joint Development of South Santa Cruz Field, Calliope Field and Barataria Field between Deep Gulf Energy III, LLC, ILX Prospect South Santa Cruz, LLC, Ridgewood South Santa Cruz, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures I, LLC (SSC Producers), and Deep Gulf Energy III, LLC, ILX Prospect Barataria, LLC, Ridgewood Barataria, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures IX, LLC and CL&F Offshore, LLC (Barataria Producers), and Deep Gulf Energy III, LLC, ILX Prospect Calliope, LLC, Ridgewood Calliope, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures X, LLC (Calliope Prospect)
Barataria	11/16/2015	Deepwater Production Handling and Operating Services Agreement between Chevron U.S.A. Inc., Union Oil Company of California and Anadarko U.S. Offshore Corporation (Owners), and Deep Gulf Energy III, LLC, Ridgewood Barataria, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC, Houston Energy Deepwater Ventures IX, LLC and CL&F Offshore LLC (Barataria Producers), and Deep Gulf Energy III, LLC, Ridgewood Calliope, LLC, Red Willow Offshore, LLC, ILX Prospect Calliope, LLC and Houston Energy Deepwater Ventures X, LLC (Calliope Producers), and Deep Gulf Energy III, LLC, Ridgewood South Santa Cruz, LLC, ILX Prospect South Santa Cruz, LLC, Houston Energy Deepwater Ventures I, LLC and Red Willow Offshore, LLC (South Santa Cruz Producers)
Barataria	3/1/2019	First Amendment to Deepwater Production Handling and Operating Services Agreement between Chevron U.S.A. Inc., Union Oil Company of California and Anadarko U.S. Offshore Corporation (Owners) Kosmos Energy Gulf of Mexico Operations, LLC, Ridgewood Barataria, LLC, ILX Prospect Barataria, LLC, Houston Energy Deepwater Ventures IX, LLC and CL&F Offshore LLC (Barataria Producers), and LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Ridgewood Calliope, LLC, Red Willow Offshore, LLC, ILX Prospect Calliope, LLC and CL&F Offshore LLC (Calliope Producers), and Kosmos Energy Gulf of Mexico Operations, LLC, Ridgewood South Santa Cruz, LLC, ILX Prospect South Santa Cruz, LLC, Houston Energy Deepwater Ventures XVI, LLC and Red Willow Offshore, LLC (South Santa Cruz Producers)

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Barataria	3/1/2019	Blind Faith Settlement for Open Audit Exception for the Blind Faith Hull Painting Campaign (the "Letter Agreement") between Chevron U.S.A. Inc., Union Oil Company of California and Anadarko US Offshore LLC (Owners), and Kosmos Energy Gulf of Mexico Operations, LLC, Ridgewood Barataria, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC, Houston Energy Deepwater Ventures IX, LLC and CL&F Offshore, LLC (Barataria Producers), and Kosmos Energy Gulf of Mexico Operations, LLC, Ridgewood South Santa Cruz, LLC, ILX Prospect South Santa Cruz, LLC, Houston Energy Deepwater Ventures XVI, LLC and Red Willow Offshore, LLC (South Santa Cruz Producers)
Barataria	4/7/2015	Barataria Project-Plan of Development between Deep Gulf Energy III, LLC, Ridgewood Barataria, LLC, ILX Prospect Barataria, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures IX, LLC and CL&F Offshore, LLC
Barataria	4/7/2015	Letter Agreement concerning conveyance of certain leasehold interests in the Gulf of Mexico between Red Willow Offshore, LLC, Houston Energy, L.P., Ridgewood Energy Corporation, as manager for and on behalf of its managed entities Ridgewood Energy Oil & Gas Fund, L.P. and ILX Holdings II, LLC
Barataria	10/1/2009	Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Barataria	3/21/2014	First Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Barataria	6/3/2015	Second Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Barataria	1/4/2017	Third Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Barataria	2/20/2018	Fourth Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Barataria	7/30/2014	Management Services Agreement with ILX Holdings II, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Bayou Goreau	8/27/2015	Area of mutual interest agreement between Apache Corporation, Apache Louisiana Minerals, LLC, and Castex Energy, Inc. and Castex Energy Partners, L.P. - Bayou Goreau Area
Bayou Goreau	9/2/2015	Area of mutual interest agreement between CTS Energy, LLC and Castex Energy, Inc and Castex Energy Partners, L.P. - Bayou Goreau Area
Bayou Goreau	2/1/2018	Operating agreement between Castex Energy, Inc., et al, CSL Exploration LP, CSL CM II, LP, CTS Energy LLC and CC Energy NA, Inc.
Beta (Colencanth)	2/1/2010	Participation Agreement between Walter Oil & Gas Corporation & Ridgewood Energy Corporation
Beta (Colencanth)	2/1/2010	Participation Agreement between Walter Oil & Gas Corporation & Hall-Houston Exploration III, L.P.
Beta (Colencanth)	9/14/2010	Letter Agreement between Hall-Houston Exploration III, L.P. & Ridgewood Energy Corporation
Beta (Colencanth)	8/1/2010	Purchase and Sale Agreement between Hall-Houston Exploration III, L.P. & Ridgewood Energy Corporation
Beta (Colencanth)	2/1/2010	Operating Agreement (OA) between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company
Beta (Colencanth)	12/15/2011	OA Ratification & Amendment between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company
Beta (Colencanth)	2/1/2010	OA Amendment - Art. 20 & Exhibit G between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company
Beta (Colencanth)	2/1/2010	OA Amendment - Art. 21.4 AMI between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company
Beta (Colencanth)	2/1/2010	OA Amendment - Revise Exh B between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company
Beta (Colencanth)	2/1/2010	OA Amendment - 2nd Revision to Exh B between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Beta (Colencanth)	2/1/2010	OA Amendment - Revise Exh A between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company
Beta (Colencanth)	1/1/2016	OA Amendment - Revise Exh C between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company
Beta (Colencanth)	1/1/2018	OA Amendment - Revise Exh A between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company
Beta (Colencanth)	1/15/2010	Farmout & Co-Development Agreement between Noble Energy, Inc. and Walter Oil & Gas Corporation
Beta (Colencanth)	9/1/2011	1st Amendment to Farmout & Co-Dev between Noble Energy, Inc. and Walter Oil & Gas Corporation, Ridgewood Energy Corporation, Gordy Oil Company, Royal Offshore, LLC and ILX Prospective Leases, LLC
Beta (Colencanth)	9/1/2012	2nd Amendment to Farmout & Co-Dev between Noble Energy, Inc. and Walter Oil & Gas Corporation, Ridgewood Energy Corporation, Gordy Oil Company, Royal Offshore, LLC and ILX Prospective Leases, LLC
Beta (Colencanth)	11/1/2013	3rd Amendment to Farmout & Co-Dev between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Colencanth)	3/1/2015	4th Amendment to Farmout & Co-Dev between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Colencanth)	3/1/2018	5th Amendment to Farmout & Co-Dev between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Colencanth)	5/7/2014	Letter Agreement - Platform Drilling Rig between Walter Oil & Gas Corporation, Ridgewood Managed Entities, Houston Energy Deepwater Ventures VII LLC, & Gordy Oil Company

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Beta (Colencanth)	6/2/2014	Drilling Unit Rental Agreement between Helmerich & Payne International Drilling Co. & Walter Oil & Gas Corporation
Beta (Colencanth)	6/2/2014	Platform Labor Services Contract between Helmerich & Payne International Drilling Co. & Walter Oil & Gas Corporation
Beta (Colencanth)	8/1/2018	Amendment to Drilling Unit Rental and Labor Services between Helmerich & Payne International Drilling Co. & Walter Oil & Gas Corporation
Beta (Colencanth)	5/24/2019	Amendment to Drilling Unit Rental and Labor Services between Helmerich & Payne International Drilling Co. & Walter Oil & Gas Corporation
Beta (Colencanth)	11/1/2014	Unit Agreement (UA) between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Colencanth)	4/1/2016	Unit Agreement - First Amendment between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Colencanth)	4/29/2016	Unit Agreement - Revised Exh. B with BSEE
Beta (Colencanth)	11/1/2016	Unit Agreement - PA Revision with BSEE
Beta (Colencanth)	4/1/2017	Unit Agreement - PA Revision between with BSEE
Beta (Colencanth)	3/1/2018	Unit Agreement - Expansion and PA Revision with BSEE
Beta (Colencanth)	11/1/2014	Unit Operating Agreement (UOA) between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Colencanth)	1/1/2016	UOA - Amended Exhibit C between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Colencanth)	12/1/2018	UOA - Amended Exhibit E between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Colencanth)	12/1/2014	Stipulation for Noble Energy's Executions of UA & UOA between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Colencanth)	12/12/2016	Production Handling, Gathering, and Operating Services Agreement between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and LLOG Exploration Offshore, LLC, LLOG Exploration & Production Company, LLC, Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC and ILX Prospect Claiborne, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Beta (Colencanth)	2/10/2017	1ST Amendment to PHA between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and LLOG Exploration Offshore, LLC, LLOG Exploration & Production Company, LLC, Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC and ILX Prospect Claiborne, LLC
Beta (Colencanth)	2/10/2017	2nd Amendment to PHA between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and LLOG Exploration Offshore, LLC, LLOG Exploration & Production Company, LLC, Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC and ILX Prospect Claiborne, LLC
Beta (Colencanth)	3/9/2017	3rd Amendment to PHA between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and LLOG Exploration Offshore, LLC, LLOG Exploration & Production Company, LLC, Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC and ILX Prospect Claiborne, LLC
Beta (Colencanth)	9/19/2018	4th Amendment to PHA between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and LLOG Exploration Offshore, LLC, LLOG Exploration & Production Company, LLC, Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC and ILX Prospect Claiborne, LLC
Beta (Colencanth)	8/10/2018	Purchase and Sale Agreement between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and LLOG Exploration Offshore, LLC, LLOG Exploration & Production Company, LLC, Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC and ILX Prospect Claiborne, LLC
Beta (Colencanth)	7/15/2019	EW 834 Unit Project Letter Agreement between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and LLOG Exploration Offshore, LLC, LLOG Exploration & Production Company, LLC, Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC and ILX Prospect Claiborne, LLC
Beta (Colencanth)	3/1/2019	ILX Prospect Beta - Amberjack Beta Dedication Agreement 030119
Beta (Colencanth)	6/1/2016	ILX I S&T -ILX Prospect Beta LLC NAESB w SP Gas Purchase Contract 06-01-2016 with ILX Prospect Beta LLC
Beta (Colencanth)	6/1/2016	NAESB Gas Purchase Contract 06-01-2016 ILXI S&T-ILX Prospect Beta LLC with ILX Prospect Beta LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Beta (Colencanth)	6/1/2016	ILX I S&T-ILX Prospect Beta(EW 834) Master Crude Petroleum Agmt 06-01-2016 with ILX Prospect Beta, LLC
Beta (Colencanth)	6/1/2016	Confirmation 06-01-2016 to ILX I S&T -ILX Prospect Beta(EW 834) Master Crude Petroleum Agmt 060116 with ILX Prospect Beta, LLC
Claiborne	3/6/2013	Joint Bidding Agreement between LLOG Exploration Offshore, LLC, Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	9/1/2013	Operating Agreement between LLOG Exploration Offshore, LLC, as Operator, and LLOG Bluewater Holdings, L.L.C., Ridgewood Claiborne, LLC, ILX Prospect Claiborne, LLC, HE&D Offshore, L.P. and Red Willow Offshore, LLC, as Non-Operators
Claiborne	8/3/2015	Ratification and Amendment of Operating Agreement between LLOG Exploration Offshore, LLC, LLOG Bluewater Holdings, L.L.C., Ridgewood Claiborne, LLC, ILX Prospect Claiborne, LLC, HE&D Offshore, L.P. and Red Willow Offshore, LLC
Claiborne	11/2/2018	Ratification and Second Amendment of Operating Agreement (Claiborne Prospect) between Beacon Growthco Operating Company, L.L.C., LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Operating LLC, Ridgewood Claiborne, LLC, ILX Prospect Claiborne, LLC, Red Willow Offshore, LLC and CL&F Offshore, LLC
Claiborne	9/1/2013	Memorandum of Operating Agreement and Financing Statement between LLOG Exploration Offshore, LLC, LLOG Bluewater Holdings, L.L.C., Ridgewood Claiborne, LLC, ILX Prospect Claiborne, LLC, HE&D Offshore, L.P., Red Willow Offshore, LLC and CL&F Offshore, LLC
Claiborne	4/28/2016	Ratification and Amendment of Memorandum of Operating Agreement and Financing Statement between LLOG Exploration Offshore, L.L.C., Ridgewood Claiborne, LLC, Red Willow Offshore, LLC, ILX Prospect Claiborne, LLC, HE&D Offshore, L.P., CL&F Offshore, LLC, Beacon Offshore Energy Operating LLC and LLOG Exploration & Production Company, L.L.C.
Claiborne	8/1/2016	Stipulation of Ownership Interests and Assignment between LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Operating LLC, Ridgewood Claiborne, LLC, ILX Prospect Claiborne, LLC, Red Willow Offshore, LLC and CL&F Offshore, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Claiborne	2/18/2019	Termination of Tax Partnership between LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production Company, L.L.C., Ridgewood Claiborne, LLC, ILX Prospect Claiborne, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, HE&D Offshore, L.P. and Beacon Offshore Energy Operating LLC
Claiborne	7/24/2015	Farmout Agreement between Houston Energy Deepwater Ventures XIII, LLC, as Farmor, and Ridgewood Energy Corporation, Ridgewood Claiborne, LLC and ILX Prospect Claiborne, LLC, as Farmee
Claiborne	4/7/2015	Letter Agreement concerning conveyance of certain leasehold interests in the Gulf of Mexico between Red Willow Offshore, LLC, Houston Energy, L.P., Ridgewood Energy Corporation, as manager for and on behalf of its managed entities Ridgewood Energy Oil & Gas Fund, L.P. and ILX Holdings II, LLC
Claiborne	12/12/2016	Production Handling, Gathering and Operating Services Agreement between Walter Oil & Gas Corporation, Houston Energy Deepwater Ventures VII, LLC, Gordy Oil Company, Ridgewood Energy O Fund, LLC, Ridgewood Energy Q Fund, LLC, Ridgewood Energy S Fund, LLC, Ridgewood Energy T Fund, LLC, Ridgewood Energy V Fund, LLC, Ridgewood Energy W Fund, LLC, Ridgewood Energy Y Fund, LLC, Ridgewood Energy A-1 Fund, LLC, Ridgewood B-1 Fund, LLC, Ridgewood Energy Gulf of Mexico Oil and Gas Fund, LLC, and ILX Prospect Beta, LLC, as Host Owners and Lateral Line Owners & LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC, and ILX Prospect Claiborne, LLC, as Producers
Claiborne	2/10/2017	First Amendment to Production Handling, Gathering and Operating Services Agreement between Walter Oil & Gas Corporation, Houston Energy Deepwater Ventures VII, LLC, Gordy Oil Company, Ridgewood Energy O Fund, LLC, Ridgewood Energy Q Fund, LLC, Ridgewood Energy S Fund, LLC, Ridgewood Energy T Fund, LLC, Ridgewood Energy V Fund, LLC, Ridgewood Energy W Fund, LLC, Ridgewood Energy Y Fund, LLC, Ridgewood Energy A-1 Fund, LLC, Ridgewood B-1 Fund, LLC, Ridgewood Energy Gulf of Mexico Oil and Gas Fund, LLC, and ILX Prospect Beta, LLC, as Host Owners and Lateral Line Owners & LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC, and ILX Prospect Claiborne, LLC, as Producers

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Claiborne	2/10/2017	Second Amendment to Production Handling, Gathering and Operating Services Agreement between Walter Oil & Gas Corporation, Houston Energy Deepwater Ventures VII, LLC, Gordy Oil Company, Ridgewood Energy O Fund, LLC, Ridgewood Energy Q Fund, LLC, Ridgewood Energy S Fund, LLC, Ridgewood Energy T Fund, LLC, Ridgewood Energy V Fund, LLC, Ridgewood Energy W Fund, LLC, Ridgewood Energy Y Fund, LLC, Ridgewood Energy A-1 Fund, LLC, Ridgewood B-1 Fund, LLC, Ridgewood Energy Gulf of Mexico Oil and Gas Fund, LLC, and ILX Prospect Beta, LLC, as Host Owners and Lateral Line Owners & LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC, and ILX Prospect Claiborne, LLC, as Producers
Claiborne	3/9/217	Third Amendment to Production Handling, Gathering and Operating Service Agreement between Walter Oil & Gas Corporation, Houston Energy Deepwater Ventures VII, LLC, Gordy Oil Company, Ridgewood Energy O Fund, LLC, Ridgewood Energy Q Fund, LLC, Ridgewood Energy S Fund, LLC, Ridgewood Energy T Fund, LLC, Ridgewood Energy V Fund, LLC, Ridgewood Energy W Fund, LLC, Ridgewood Energy Y Fund, LLC, Ridgewood Energy A-1 Fund, LLC, Ridgewood B-1 Fund, LLC, Ridgewood Energy Gulf of Mexico Oil and Gas Fund, LLC, and ILX Prospect Beta, LLC, as Host Owners and Lateral Line Owners & LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC, and ILX Prospect Claiborne, LLC, as Producers
Claiborne	9/19/2018	Fourth Amendment to Production Handling, Gathering and Operating Services Agreement between Walter Oil & Gas Corporation, Houston Energy Deepwater Ventures VII, LLC, Gordy Oil Company, Ridgewood Energy O Fund, LLC, Ridgewood Energy Q Fund, LLC, Ridgewood Energy S Fund, LLC, Ridgewood Energy T Fund, LLC, Ridgewood Energy V Fund, LLC, Ridgewood Energy W Fund, LLC, Ridgewood Energy Y Fund, LLC, Ridgewood Energy A-1 Fund, LLC, Ridgewood B-1 Fund, LLC, Ridgewood Energy Gulf of Mexico Oil and Gas Fund, LLC, and ILX Prospect Beta, LLC, as Host Owners and Lateral Line Owners & LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC, and ILX Prospect Claiborne, LLC, as Producers

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Claiborne	11/30/2018	Fifth Amendment to Production Handling, Gathering and Operating Services Agreement between Walter Oil & Gas Corporation, Houston Energy Deepwater Ventures VII, LLC, Gordy Oil Company, Ridgewood Energy O Fund, LLC, Ridgewood Energy Q Fund, LLC, Ridgewood Energy S Fund, LLC, Ridgewood Energy T Fund, LLC, Ridgewood Energy V Fund, LLC, Ridgewood Energy W Fund, LLC, Ridgewood Energy Y Fund, LLC, Ridgewood Energy A-1 Fund, LLC, Ridgewood B-1 Fund, LLC, Ridgewood Energy Gulf of Mexico Oil and Gas Fund, LLC, and ILX Prospect Beta, LLC, as Host Owners and Lateral Line Owners & LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC, and ILX Prospect Claiborne, LLC, as Producers
Claiborne	12/1/2018	Sixth Amendment to Production Handling, Gathering and Operating Services Agreement between Walter Oil & Gas Corporation, Houston Energy Deepwater Ventures VII, LLC, Gordy Oil Company, Ridgewood Energy O Fund, LLC, Ridgewood Energy Q Fund, LLC, Ridgewood Energy S Fund, LLC, Ridgewood Energy T Fund, LLC, Ridgewood Energy V Fund, LLC, Ridgewood Energy W Fund, LLC, Ridgewood Energy Y Fund, LLC, Ridgewood Energy A-1 Fund, LLC, Ridgewood B-1 Fund, LLC, Ridgewood Energy Gulf of Mexico Oil and Gas Fund, LLC, and ILX Prospect Beta, LLC, as Host Owners and Lateral Line Owners & LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC, and ILX Prospect Claiborne, LLC, as Producers
Claiborne	10/1/2009	Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	3/21/2014	First Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	6/3/2015	Second Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	1/4/2017	Third Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Claiborne	2/20/2018	Fourth Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	3/15/2017	Joint Bidding Agreement between LLOG Exploration Offshore, L.L.C., Houston Energy, L.P., Ridgewood Energy Corporation, Red Willow Offshore, LLC and CL&F Offshore, LLC
Claiborne	10/1/2009	Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	3/21/2014	First Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	6/3/2015	Second Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	1/4/2017	Third Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	2/20/2018	Fourth Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	3/16/2016	Joint Bidding Agreement between LLOG Exploration Offshore, L.L.C., Houston Energy, L.P., Ridgewood Energy Corporation and Red Willow Offshore, LLC
Claiborne	7/1/2016	Operating Agreement between LLOG Exploration Offshore, L.L.C., Ridgewood Claiborne, LLC, ILX Prospect Claiborne, LLC, Red Willow Offshore, LLC and Houston Energy, L.P.

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Claiborne	10/1/2009	Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	3/21/2014	First Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	6/3/2015	Second Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	1/4/2017	Third Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	2/20/2018	Fourth Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	8/7/2013	Management Services Agreement with ILX Holdings II, LLC
Crown & Anchor	2/1/2015	Participation Agreement between Stone Energy Offshore, L.L.C., and Ridgewood Energy Oil & Gas Fund II, L.P., or its designated assignee, and ILX Holdings II, LLC, or its designated assignee
Crown & Anchor	2/1/2015	First Amendment to Participation Agreement Crown & Anchor Prospect between Stone Energy Offshore, L.L.C., Ridgewood Crown & Anchor, LLC and ILX Prospect Crown & Anchor, LLC
Crown & Anchor	8/1/2013	Operating Agreement between LLOG Exploration Offshore, L.L.C., as Operator, and LLOG Bluewater Holdings, L.L.C. and Stone Energy Offshore, L.L.C., as Non-Operator

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Crown & Anchor	2/1/2015	Amendment and Ratification of Operating Agreement All of Viosca Knoll Blocks 959/960/1004 between LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Stone Energy Offshore, L.L.C., Ridgewood Crown & Anchor, LLC and ILX Prospect Crown & Anchor, LLC
Crown & Anchor	9/21/2015	Second Amendment of Operating Agreement All of Viosca Knoll Blocks 959/960/1003/1004 between LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Stone Energy Offshore, L.L.C., Ridgewood Crown & Anchor, LLC and ILX Prospect Crown & Anchor, LLC
Crown & Anchor	11/2/2018	Ratification and Third Amendment of Operating Agreement (All of Viosca Knoll Blocks 959/960/1003/1004) between Beacon Growthco Operating Company, L.L.C., LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Intermediate Holdings LLC, Managing Member of Beacon Offshore Energy Operating LLC, Talos Resources LLC, Ridgewood Crown & Anchor, LLC and ILX Prospect Crown & Anchor, LLC
Crown & Anchor	8/1/2013	Memorandum of Operating Agreement between LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Red Willow Offshore, LLC, Stone Energy Offshore, L.L.C., Ridgewood Crown & Anchor, LLC and ILX Prospect Crown & Anchor, LLC
Crown & Anchor	4/28/2016	Ratification and Amendment of Memorandum of Operating Agreement and Financing Statement between LLOG Exploration Offshore, L.L.C., Ridgewood Crown & Anchor, LLC, ILX Prospect Crown & Anchor, LLC, Beacon Energy Operating LLC, LLOG Exploration & Production Company, L.L.C.
Crown & Anchor	3/12/2015	Letter Agreement between Stone Energy Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C. and LLOG Exploration Offshore, L.L.C.
Crown & Anchor	12/31/2014	Purchase and Sale Agreement between Eni Petroleum US LLC, LLOG Exploration Offshore, L.L.C. and LLOG Bluewater Holdings, L.L.C., covering Viosca Knoll Blocks 960 and 1004
Crown & Anchor	10/1/2015	Assignment & Bill of Sale between Stone Energy Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., LLOG Exploration Offshore, L.L.C., Ridgewood Crown & Anchor, LLC and ILX Prospect Crown & Anchor, LLC
Crown & Anchor	10/5/2015	Purchase Offer Letter between Stone Energy Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., LLOG Exploration Offshore, L.L.C., Ridgewood Crown & Anchor, LLC and ILX Prospect Crown & Anchor, LLC
Crown & Anchor	9/14/2016	Crown & Anchor Project Development Plan – VK 959/960/1003/1004 with LLOG Exploration Offshore, L.L.C.

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Crown & Anchor	2/1/2015	Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations-On the Viosca Knoll 959 Unit- Blocks 959(E/2), 960(W/2W/2) and 1004(NW/4NW/4), Viosca Knoll Area, Offshore, Louisiana-Contract No. 754315009 between LLOG Exploration Offshore, L.L.C., as Unit Operator, and LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C. and Stone Energy Offshore, L.L.C., as Working Interest Owners
Crown & Anchor	4/15/2015	Unit Operating Agreement between LLOG Exploration Offshore, L.L.C., as Unit Operator, and LLOG Bluewater Holdings, L.L.C., Stone Energy Offshore, L.L.C., Ridgewood Crown & Anchor, LLC and ILX Prospect Crown & Anchor, LLC
Crown & Anchor	9/9/2016	Deepwater Production Handling and Operating Services Agreement between Freeport-McMoRan Exploration & Production LLC (The Marlin Hub Viosca Knoll Block 915 Facility Operator) and LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production, L.L.C., Ridgewood Crown & Anchor, LLC, Rattlesnake Production Company, L.L.C. and ILX Prospect Crown & Anchor, LLC
Crown & Anchor	10/25/2016	First Amendment to Deepwater Production Handling and Operating Agreement between Freeport-McMoRan Exploration & Production LLC (The Marlin Hub Viosca Knoll Block 915 Facility Operator) and LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production, L.L.C., Ridgewood Crown & Anchor, LLC, Rattlesnake Production Company, L.L.C
Crown & Anchor	10/25/2016	Second Amendment to Deepwater Production Handling and Operating Services Agreement between Freeport-McMoRan Exploration & Production LLC (The Marlin Hub Viosca Knoll Block 915 Facility Operator) and LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production, L.L.C., Ridgewood Crown & Anchor, LLC, Rattlesnake Production Company, L.L.C. a
Crown & Anchor	9/9/2016	Transportation Agreement for the Crown & Anchor Owners (Host Crude Flowline) between Freeport-McMoRan Oil & Gas LLC, Freeport-McMoRan Exploration & Production LLC, LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production, L.L.C., LLOG Exploration Offshore, L.L.C., Ridgewood Crown & Anchor, LLC, Rattlesnake Production Company, L.L.C., and ILX Prospect Crown & Anchor, LLC
Crown & Anchor	9/9/2016	Transportation Agreement for the Crown & Anchor Owners (Host Gas Flowline) between Freeport-McMoRan Oil & Gas LLC, Freeport-McMoRan Exploration & Production LLC, LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production, L.L.C., LLOG Exploration Offshore, L.L.C., Ridgewood Crown & Anchor, LLC, Rattlesnake Production Company, L.L.C., and ILX Prospect Crown & Anchor, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Crown & Anchor	3/13/2015	Management Services Agreement with ILX Holdings II, LLC.
Dantzler	8/1/2013	Participation Agreement For MC 782 #1 Well between Noble Energy, Inc. and Ridgewood Energy Corporation
Dantzler	8/1/2013	Operating Agreement between Noble Energy, Inc. and Ridgewood Energy Corporation.
Dantzler	8/1/2016	Amendment No.1 To Dantzler Prospect Offshore Operating Agreement between SBM Gulf Production, LLC and Noble Energy, Inc., W &T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC
Dantzler	8/28/2014	Thunder Hawk Production Handling Agreement between SBM Gulf Production, LLC and Noble Energy, Inc., W &T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC
Dantzler	10/27/2014	Amendment No.1 To Thunder Hawk Production Handling Agreement between SBM Gulf Production, LLC and Noble Energy, Inc., W &T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC
Dantzler	12/27/2014	Amendment No. 2 To Thunder Hawk Production Handling Agreement between SBM Gulf Production, LLC and Noble Energy, Inc., W &T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC
Dantzler	2/27/2015	Amendment No. 3 To Thunder Hawk Production Handling Agreement between SBM Gulf Production, LLC and Noble Energy, Inc., W &T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC
Dantzler	4/27/2015	Amendment No. 4 To Thunder Hawk Production Handling Agreement between SBM Gulf Production, LLC and Noble Energy, Inc., W &T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC
Dantzler	6/30/2015	Amendment No. 5 To Thunder Hawk Production Handling Agreement between SBM Gulf Production, LLC and Noble Energy, Inc., W &T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Dantzler	10/1/2016	Amendment No. 6 To Thunder Hawk Production Handling Agreement between SBM Gulf Production, LLC and Noble Energy, Inc., W &T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC
Dantzler	7/10/2015	First Amended and Restated Thunder Hawk Production Handling Agreement dated February 11, 2009 between SBM Gulf Production, LLC and Noble Energy, Inc., W &T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC, as Producers, and Murphy Exploration & Production Company-USA, Marubeni Oil & Gas (USA) Inc., ENI Petroleum US LLC, Anchor Producers
Dantzler	8/28/2014	Bridging Agreement for Tie-Back Development - Dantzler/Thunder Hawk PHA between Noble Energy, Inc., W & T Energy VI, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC
Dantzler	7/15/2015	Dantzler/Thunder Hawk Producers Letter Agreement
Dantzler	7/10/2015	Confidential Settlement Agreement and Release between Murphy Exploration & Production Company-USA, Eni Petroleum US LLC and Marubeni Oil & Gas (USA) Inc., as Anchor Producers, and Noble Energy, Inc., W & T Energy VI, LLC, Houston Energy Deepwater Ventures V, LLC, Red Willow Offshore, LLC, as Big Bend Producers, and Noble Energy, Inc., W & T Energy VI, LLC, Ridgewood Dantzler, LLC and ILX Prospect Dantzler, LLC, as Dantzler Producers
Dantzler	7/10/2015	Memorandum Of Agreements for the Allocation of Payments for the Settlement Agreement, POB Compensation, Deferred Production Compensation and Remediation Costs between Noble Energy, Inc, W & T Energy VI, LLC, Houston Energy Deepwater Ventures V, LLC, and Red Willow Offshore, LLC, as Big Bend Producers, and Noble Energy, Inc., W & T Energy VI, LLC, Ridgewood Dantzler, LLC and ILX Prospect Dantzler, LLC, as Dantzler Producers
Dantzler	7/8/2014	Letter of Intent for Joint Development of Big Bend Prospect and Dantzler Prospect between Noble Energy, Inc, W & T Energy VI, LLC, Houston Energy Deepwater Ventures V, LLC, and Red Willow Offshore, LLC, as Big Bend Producers, and Noble Energy, Inc., W & T Energy VI, LLC, Ridgewood Dantzler, LLC and ILX Prospect Dantzler, LLC, as Dantzler Producers

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Dantzler	10/9/2015	Rio Grande Loop System Construction and Operating Agreement, and Thunder Hawk Facility Topside Upgrades between Noble Energy, Inc., W & T Energy VI, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC
Dantzler	8/28/2015	Memorandum Of Agreement and Covenant Running With the Dedicated Leases between Murphy Exploration & Production Company-USA, Eni Petroleum US LLC and Marubeni Oil & Gas (USA) Inc., ILX Prospect Dantzler, LLC and Noble Energy, Inc.
Dantzler	8/1/2013	Offshore Operating Agreement between Noble Energy, Inc, Ridgewood Energy Corp.
Dantzler	8/28/2014	Thunder Hawk PHA between Noble Energy, Inc; W&T Energy VI, LLC; Red Willow Offshore, LLC; Houston Energy Deepwater Ventures V, LLC; Ridgewood Dantzler, LLC
Dantzler	4/1/2018	Amendment to Service Agreement Under Rate Schedule FT-2 with Destin Pipeline Company, LLC
Dantzler	9/4/2015	Service Agreement Under Rate Schedule FT-2 with Destin Pipeline Company, LLC
Dantzler	3/12/2015	Reserve Commitment Agreement with Destin Pipeline Company, LLC
Dantzler	2/27/2015	Oil Transportation Agreement with Endymion Oil Pipeline Company, LLC
Dantzler	2/27/2015	Fifth Amendment to Gas Gathering Agreement with Okeanos Gas Gathering Company, LLC
Dantzler	2/27/2015	Fourth Amendment to Gas Gathering Agreement with Okeanos Gas Gathering Company, LLC
Dantzler	10/22/2015	Operational Agency Agreement with BP Energy Company

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Dantzler	8/1/2013	Participation Agreement for MC 782 #1 well between Noble Energy Inc.; Ridgewood Energy Corp
Dantzler	8/1/2016	Amendment No. 1 to Dantzler Prospect Offshore Operating Agreement between Noble Energy, Inc.; W&T Energy VI, LLC; Ridgewood Dantzler, LLC
Dantzler	10/9/2015	Rio Grande Loop System Construction and Operating Agreement, and Thunderhawk Facility Topside Upgrades Agreement between Noble Energy, Inc; W&T Energy VI, LLC; Red Willow Offshore, LLC; Houston Energy Deepwater Ventures V, LLC; Ridgewood Dantzler, LLC
Dantzler	8/28/2014	Bridging Agreement for Tie-Back Development between Noble Energy Inc; W&T Energy VI, LLC; Ridgewood Dantzler, LLC
Dantzler	10/27/2014	Amendment No. 1 to Thunder Hawk PHA between Noble Energy, Inc; W&T Energy VI, LLC; Red Willow Offshore, LLC; Houston Energy Deepwater Ventures V, LLC; Ridgewood Dantzler, LLC
Dantzler	12/27/2014	Amendment No. 2 to Thunder Hawk PHA between Noble Energy, Inc; W&T Energy VI, LLC; Red Willow Offshore, LLC; Houston Energy Deepwater Ventures V, LLC; Ridgewood Dantzler, LLC
Dantzler	2/27/2015	Amendment No. 3 to Thunder Hawk PHA between Noble Energy, Inc; W&T Energy VI, LLC; Red Willow Offshore, LLC; Houston Energy Deepwater Ventures V, LLC; Ridgewood Dantzler, LLC
Dantzler	4/27/2015	Amendment No. 4 to Thunder Hawk PHA between Noble Energy, Inc; W&T Energy VI, LLC; Red Willow Offshore, LLC; Houston Energy Deepwater Ventures V, LLC; Ridgewood Dantzler, LLC
Dantzler	6/30/2015	Amendment No. 5 to Thunder Hawk PHA between Noble Energy, Inc; W&T Energy VI, LLC; Red Willow Offshore, LLC; Houston Energy Deepwater Ventures V, LLC; Ridgewood Dantzler, LLC
Dantzler	10/1/2016	Amendment No. 6 to Thunder Hawk PHA between Noble Energy, Inc; W&T Energy VI, LLC; Red Willow Offshore, LLC; Houston Energy Deepwater Ventures V, LLC; Ridgewood Dantzler, LLC
Dantzler	8/28/2015	Gas Transportation Agreement between Murphy Exploration & Production Company-USA; Eni Petroleum US LLC; Marubeni Oil & Gas (USA) Inc.; Noble Energy, Inc.

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Dantzler	8/28/2015	Oil Transportation Agreement between Murphy Exploration & Production Company-USA; Eni Petroleum US LLC; Marubeni Oil & Gas (USA) Inc.; Noble Energy, Inc.
Dantzler	2/27/2015	Gas Gathering Agreement with Okeanos Gas Gathering Company, LLC
Dantzler	2/27/2015	Oil Transportation Agreement with Proteus Oil Pipeline Company, LLC
Dantzler	4/1/2020	Seventh Amendment to Gas Gathering Agreement with Okeanos Gas Gathering Company, LLC
Dantzler	7/10/2015	Letter Agreement (Re: First Amended and Restated Thunder Hawk Production Handling Agreement dated February 11, 2009) between Noble Energy, Inc., SBM Gulf Production, LLC, W & T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, Ridgewood Dantzler, LLC, ILX Prospect Dantzler, LLC, Murphy Exploration & Production Company – USA, Marubeni Oil & Gas (USA) Inc., ENI Petroleum US LLC
Dantzler	8/7/2013	Management Services Agreement with ILX Holdings II, LLC
Diller (Son of Bluto II)	6/18/2008	Participation Agreement between Houston Energy, L.P., HE&D Offshore, L.P., Red Willow Offshore, LLC, LLOG Exploration Offshore, Inc., Stephens Production Company, LLC
Diller (Son of Bluto II)	5/23/2008	Purchase and Sale Agreement between ConocoPhillips Company and Houston Energy, L.P.
Diller (Son of Bluto II)	10/1/2009	Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Diller (Son of Bluto II)	3/21/2014	1st Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Diller (Son of Bluto II)	6/3/2015	2nd Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Diller (Son of Bluto II)	1/4/2017	3rd Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Diller (Son of Bluto II)	2/20/2018	4h Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Diller (Son of Bluto II)	4/1/2010	Purchase and Sale Agreement between ConocoPhillips Company and Houston Energy, L.P.
Diller (Son of Bluto II)	5/11/2010	Purchase and Sale Agreement between Red Willow Offshore, LLC and Ridgewood Energy Corporation
Diller (Son of Bluto II)	4/1/2011	Unit Agreement - MC 387 Unit between LLOG Exploration Offshore, L.L.C., Stephens Production Company, LLC, Red Willow Offshore, LLC., HE&D Offshore, L.P., Ridgewood Energy Corporation, ILX Prospect Diller, LLC, ConocoPhillips Company
Diller (Son of Bluto II)	4/1/2011	Unit Operating Agreement between LLOG Exploration Offshore, L.L.C., Stephens Production Company, LLC, Red Willow Offshore, LLC., HE&D Offshore, L.P., Ridgewood Energy Corporation, ILX Prospect Diller, LLC, Deep Gulf Energy II, LLC
Diller (Son of Bluto II)	4/1/2011	Ratification and First Amendment to Unit Operating Agreement between Houston Energy Deepwater Ventures II, LLC, Red Willow Offshore, LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Exploration Company, L.L.C., Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC, Deep Gulf Energy II, LLC
Diller (Son of Bluto II)	12/6/2012	Second Amendment to Unit Operating Agreement between Houston Energy Deepwater Ventures II, LLC, Red Willow Offshore, LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Exploration Company, L.L.C., Crux1, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation on behalf of Managed Interests, ILX Prospect Diller, LLC, Deep Gulf Energy II, LLC
Diller (Son of Bluto II)	4/1/2011	Declaration of First Amendment to Unit Operating Agreement, Declaration of Second Amendment to Unit Operating Agreement, Amendment of Memorandum of Unit Operating Agreement, Correction, Amendment, Supplement and Assignment of Mortgage, Security Agreement and Financing Statement Covering the SOB II Prospect between Houston Energy Deepwater Ventures II, LLC, LLOG Bluewater Exploration, L.L.C., LLOG Exploration Offshore, L.L.C., Crux1, LLC, Stephens Production Company, LLC, Red Willow Offshore, LLC., Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC, Ridgewood Energy Corporation, on behalf of managed Interests

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Diller (Son of Bluto II)	5/16/2019	Ratification and Third Amendment to Unit Operating Agreement between Houston Energy Deepwater Ventures II, LLC, Kosmos Energy Gulf of Mexico Operations, LLC, LLOG Expiration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, BP Exploration & Production Inc., Red Willow Offshore, LLC., Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC, Ridgewood Energy Corporation, on behalf of managed Interests
Diller (Son of Bluto II)	4/1/2011	Memo of Unit OA between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures II, LLC, LLOG Bluewater Holdings, L.L.C., Stephens Production Company, LLC, Red Willow Offshore, LLC., HE&D Offshore, L.P., Ridgewood Energy Corporation, ILX Prospect Diller, LLC, Deep Gulf Energy II, LLC
Diller (Son of Bluto II)	12/19/2011	Purchase and Sale Agreement between Houston Energy Deepwater Ventures II, LLC and Ridgewood Energy Corporation
Diller (Son of Bluto II)	12/19/2011	Purchase and Sale Agreement between Houston Energy Deepwater Ventures II, LLC and ILX Prospect Diller, LLC
Diller (Son of Bluto II)	1/10/2012	Amendment to Reservation of Production Payments between ConocoPhillips Company, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Calypso Exploration, LLC, Deep Gulf Energy II, LLC, Crux1, LLC, Ridgewood Energy Corporation on behalf of Managed Interests, ILX Prospect Diller, LLC, ILX Prospect Marmalard, LLC, ILX Prospect Niedermeyer, LLC
Diller (Son of Bluto II)	12/6/2012	Production Handling and Floating Production System Use Agreement for SOB II Prospect between Delta House FPS LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC, Deep Gulf Energy II, LLC
Diller (Son of Bluto II)	12/6/2012	Recordable Agreement - SOB II Prospect between Delta House FPS LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC, Deep Gulf Energy II, LLC, Delta House Oil and Gas Lateral LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Diller (Son of Bluto II)	11/22/2011	AMI Notice Affecting HED Carried Working Interest between LLOG Exploration Offshore, L.L.C., Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC, ILX Marmalard LLC, ILX Prospect Niedermeyer, LLC, ILX Prospect Leases, LLC, Deep Gulf Energy II, LLC
Diller (Son of Bluto II)	11/1/2019	Transportation, Tie-In & Handling Agreement Son of Bluto II and Nearly Headless Nick between Murphy Exploration & Production Company - USA, Crux1, LLC, Ridgewood Energy Corporation, on behalf of Manager Interests, ILX Prospect Diller, LLC,
Diller (Son of Bluto II)	12/6/2012	Transportation Agreement for the SOB II Producers (Gas Lateral Facilities) between DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC
Diller (Son of Bluto II)	12/6/2012	Transportation Agreement for the SOB II Producers (Oil Lateral Facilities) between DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC
Diller (Son of Bluto II)	12/6/2012	Second Amendment to Unit Operating Agreement between LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; CRUX2, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC;
Diller (Son of Bluto II)	12/6/2012	Recordable Agreement between DELTA HOUSE FPS LLC; DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC;

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Diller (Son of Bluto II)	3/25/2015	Destin Reserve Commitment Agmt DES-0018 ILX Prospect Diller LLC 03-25-2014 with Destin Pipeline Company, LLC
Diller (Son of Bluto II)	8/6/2014	Destin FT2 -DES-0018 ILX Prospect Diller LLC 08-06-2014 with Destin Pipeline Company, LLC
Diller (Son of Bluto II)	4/1/2019	FT2-DES-0018_AMD MDQ 4.1.2019 ILX Diller with Destin Pipeline Company, LLC
ILX Prospect Diller, LLC; ILX Prospect Marmalard, LLC; ILX Prospect Niedermeyer, LLC	12/10/2012	Escrow Agreement between Delta House Oil and Gas Lateral LLC, LLOG Exploration Offshore, L.L.C. and JPMorgan Chase Bank, NA
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC;	12/6/2012	Amended and Restated Limited Liability Company Operating Agreement of Delta House FPS LLC between DELTA HOUSE FPS LLC; STORK OFFSHORE HOLDINGS, LLC; TOGA OFFSHORE, LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; CRUX2, LLC; HADAR INVESTMENT I LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC;	12/6/2012	Amended and Restated Limited Liability Company Operating Agreement of Delta House Oil & Gas Lateral LLC between DELTA HOUSE FPS LLC; STORK OFFSHORE HOLDINGS, LLC; TOGA OFFSHORE, LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; CRUX2, LLC; HADAR INVESTMENT I LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC;	9/17/2014	Second Amendment to the Amended and Restated Limited Liability Company Operating Agreement of Delta House FPS LLC between STORK OFFSHORE HOLDINGS, LLC; DELTA HOUSE FPS LLC; CRUX1, LLC; CRUX2, LLC; HADAR INVESTMENT I LLC; LLOG BLUEWATER HOLDINGS, LLC; LLOG EXPLORATION OFFSHORE, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC;	9/17/2014	First Amendment to the Amended and Restated Limited Liability Company Operating Agreement of Delta House Oil and Gas Lateral LLC between DELTA HOUSE OIL AND GAS LATERAL LLC; OTTER OFFSHORE HOLDINGS, LLC; CRUX1, LLC; CRUX2, LLC; HADAR INVESTMENT I LLC; LLOG BLUEWATER HOLDINGS, LLC; LLOG EXPLORATION OFFSHORE, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC;	10/27/2015	Third Amendment to the Amended and Restated Limited Liability Company Operating Agreement of Delta House FPS, LLC between STORK OFFSHORE HOLDINGS, LLC; DELTA HOUSE FPS LLC; CRUX1, LLC; CRUX2, LLC; HADAR INVESTMENT I LLC; LLOG BLUEWATER HOLDINGS, LLC; LLOG EXPLORATION OFFSHORE, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC;	10/27/2015	Second Amendment to the Amended and Restated Limited Liability Company Operating Agreement of Delta House Oil and Gas Lateral LLC between OTTER OFFSHORE HOLDINGS, LLC; DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; CRUX2, LLC; HADAR INVESTMENT I LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC;	6/20/2014	Pledge Agreement between STORK OFFSHORE HOLDINGS, LLC; CRUX1, LLC; CRUX2, LLC; HADAR INVESTMENT I LLC; LLOG BLUEWATER HOLDINGS, LLC; LLOG EXPLORATION OFFSHORE, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC;	12/6/2012	Production Handling and Floating Production System Use Agreement for Blue Wing Olive Prospect between DELTA HOUSE FPS LLC; DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC; HOUSTON ENERGY DEEPWATER VENTURES VI, LLC; HOUSTON ENERGY L.P.
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC; ILX I Sales & Transport, LLC	3/6/2015	Eprod-Delta House (ILX I Entities under ILX I S&T) Executed Processing Agmt-Pascagoula with Enterprise Gas Processing, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC; ILX I Sales & Transport, LLC; ILX Prospect Caddis, LLC	7/1/2018	Amendment to Eprod-ILX I S&T Processing Agmt adding Caddis with Enterprise Gas Processing, LLC
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC; ILX Prospect Caddis, LLC	12/6/2012	Facilities Agreement for the Delta House Project between OTTER OFFSHORE HOLDINGS, LLC; STORK OFFSHORE HOLDINGS, LLC; DELTA HOUSE OIL & GAS LATERAL LLC; DELTA HOUSE FPS LLC; CRUX1, LLC; CRUX2, LLC; HADAR INVESTMENT I LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC; HOUSTON ENERGY DEEPWATER VENTURES VI, LLC; HOUSTON ENERGY, L.P.
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC; ILX Prospect Caddis, LLC	12/6/2012	Defense, Indemnity & Insurance Agreement between OTTER OFFSHORE HOLDINGS, LLC; STORK OFFSHORE HOLDINGS, LLC; DELTA HOUSE OIL & GAS LATERAL LLC; DELTA HOUSE FPS LLC; CRUX1, LLC; CRUX2, LLC; HADAR INVESTMENT I LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC; HOUSTON ENERGY DEEPWATER VENTURES VI, LLC; HOUSTON ENERGY, L.P.

PROSPECT	EFFECTIVE DATE	DESCRIPTION
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC; ILX Prospect Caddis, LLC	12/6/2012	Floating Production System Gas Balancing Agreement between DELTA HOUSE OIL & GAS LATERAL LLC; DELTA HOUSE FPS LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC; HOUSTON ENERGY DEEPWATER VENTURES VI, LLC; HOUSTON ENERGY, L.P.
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC; ILX Prospect Caddis, LLC	12/6/2012	Production Handling & Floating Production System Use Agreement for SOB II Prospect between DELTA HOUSE OIL & GAS LATERAL LLC; DELTA HOUSE FPS LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC; HOUSTON ENERGY DEEPWATER VENTURES VI, LLC; HOUSTON ENERGY, L.P.
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC; ILX Prospect Caddis, LLC	12/6/2012	Production Handling & Floating Production System Use Agreement for Niedermeyer Prospect between 12/6/2012 DELTA HOUSE OIL & GAS LATERAL LLC; DELTA HOUSE FPS LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC; HOUSTON ENERGY DEEPWATER VENTURES VI, LLC; HOUSTON ENERGY, L.P.

PROSPECT	EFFECTIVE DATE	DESCRIPTION
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC; ILX Prospect Caddis, LLC	12/6/2012	Production Handling & Floating Production System Use Agreement for Blue Wing Olive Prospect between DELTA HOUSE OIL & GAS LATERAL LLC; DELTA HOUSE FPS LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC; HOUSTON ENERGY DEEPWATER VENTURES VI, LLC; HOUSTON ENERGY, L.P.
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC; ILX Prospect Caddis, LLC	12/6/2012	Production Handling & Floating Production System Use Agreement for Malachite Prospect between DELTA HOUSE OIL & GAS LATERAL LLC; DELTA HOUSE FPS LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC; HOUSTON ENERGY DEEPWATER VENTURES VI, LLC; HOUSTON ENERGY, L.P.
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC; ILX Prospect Caddis, LLC	12/6/2012	Production Handling & Floating Production System Use Agreement for SOB III Prospect between DELTA HOUSE OIL & GAS LATERAL LLC; DELTA HOUSE FPS LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC; HOUSTON ENERGY DEEPWATER VENTURES VI, LLC; HOUSTON ENERGY, L.P.

PROSPECT	EFFECTIVE DATE	DESCRIPTION
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC; ILX Prospect Caddis, LLC	12/6/2012	Production Handling and Floating Production System Use Agreement for Malachite Prospect between DELTA HOUSE FPS LLC; DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC; HOUSTON ENERGY DEEPWATER VENTURES VI, LLC; HOUSTON ENERGY L.P.
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC; ILX Prospect Caddis, LLC	12/6/2012	Production Handling and Floating Production System Use Agreement for Marmalard Prospect between DELTA HOUSE FPS LLC; DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC; HOUSTON ENERGY DEEPWATER VENTURES VI, LLC; HOUSTON ENERGY L.P.
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC; ILX Prospect Caddis, LLC	12/6/2012	Production Handling and Floating Production System Use Agreement for Niedermeyer Prospect between DELTA HOUSE FPS LLC; DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC; HOUSTON ENERGY DEEPWATER VENTURES VI, LLC; HOUSTON ENERGY L.P.

PROSPECT	EFFECTIVE DATE	DESCRIPTION
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC; ILX Prospect Caddis, LLC	12/6/2012	Production Handling and Floating Production System Use Agreement for SOB II Prospect between DELTA HOUSE FPS LLC; DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC; HOUSTON ENERGY DEEPWATER VENTURES VI, LLC; HOUSTON ENERGY L.P.
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC; ILX Prospect Caddis, LLC	12/6/2012	Production Handling and Floating Production System Use Agreement for SOB III Prospect between DELTA HOUSE FPS LLC; DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC; HOUSTON ENERGY DEEPWATER VENTURES VI, LLC; HOUSTON ENERGY L.P.
King Lake	7/1/2017	Operating agreement between Castex Energy, Inc., et al and Apache Corporation, et al
King Lake, Oyster Bayou, Bayou Goreau	6/1/2018	Purchase and Sale agreement between CTS Energy, LLC and Castex E&P, LLC
King Lake, Oyster Bayou, Bayou Goreau	3/1/2018	Purchase and Sale agreement between Castex E&P, LLC, CSL Exploration, LP, CSL CM II, LP, Castex Energy Partners, LLC, Castex Energy 2016, LP and GOME 1271 LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Main Pass 138, Main Pass 275, Ship Shoal 58, Ship Shoal 76, South Marsh Island 160/161, Vermilion 215, West Cameron 73, West Cameron 77/96	6/20/2007	Purchase and Sale agreement between Newfield Exploration Co. and McMoran & Gas LLC
Marmalard	5/23/2008	Purchase and Sale Agreement between ConocoPhillips Company and Houston Energy, L.P.
Marmalard	6/18/2008	Participation Agreement between Houston Energy, L.P., HE&D Offshore, L.P., Red Willow Offshore, LLC, LLOG Exploration Offshore, Inc., Stephens Production Company, LLC
Marmalard	10/1/2009	Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Marmalard	3/21/2014	1st Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Marmalard	6/3/2015	2nd Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Marmalard	1/4/2017	3rd Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Marmalard	2/20/2018	4h Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Marmalard	4/1/2010	Purchase and Sale Agreement between ConocoPhillips Company and Houston Energy, L.P.

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Marmalard	5/11/2010	Purchase and Sale Agreement between Red Willow Offshore, LLC and Ridgewood Energy Corporation
Marmalard	6/18/2008	Operating Agreement between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures III, LLC, Red Willow Offshore LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC
Marmalard	6/18/2008	Declaration of Operating Agreement, Declaration of First Amendment to Operating Agreement, Mortgage, Security Agreement and Financing Statement Covering the SOB III Prospect between LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Houston Energy Deepwater Ventures VI, LLC, Crux1, LLC, Red Willow Offshore LLC, LLC, Ridgewood Energy Corporation on behalf of Managed Interests, ILX Prospect Marmalard, LLC, Calypso Exploration, LLC,
Marmalard	1/10/2012	Amendment to Reservation of Production Payments between ConocoPhillips Company, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Calypso Exploration, LLC, Deep Gulf Energy II, LLC, Crux1, LLC, Ridgewood Energy Corporation on behalf of Managed Interests, ILX Prospect Marmalard, LLC, ILX Prospect Diller, LLC, ILX Prospect (No Suggestions), LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures, II, LLC, Houston Energy Deepwater Ventures III, LLC, Houston Energy Deepwater Ventures, IV, LLC, Houston Energy Deepwater Ventures VI, LLC, HE&D Offshore, L.P.,
Marmalard	1/16/2012	Purchase and Sale Agreement between Houston Energy Deepwater Ventures III, LLC and LLOG Exploration Offshore, L.L.C., Ridgewood Energy Corporation, Deep Gulf Energy II, LLC, ILX Prospect Marmalard, LLC, ILX Prospective Leases, LLC
Marmalard	4/18/2012	Unit Agreement No. 754312006 between LLOG Exploration Offshore, L.L.C., Stephens Production Company, LLC, Red Willow Offshore, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC, HE&D Offshore, L.P., ILX Prospective Leases, LLC., LLOG Bluewater Exploration Company, L.L.C., ConocoPhillips Company
Marmalard	2/1/2012	Unit Operating Agreement between Houston Energy Deepwater Ventures III, LLC and LLOG Exploration Offshore, L.L.C., Crux1, LLC, Stephens Production Company, Ridgewood Energy Corporation, Deep Gulf Energy II, LLC, ILX Prospect Marmalard, LLC, ILX Prospective Leases, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Marmalard	12/6/2012	Declaration of First Amendment to Unit Operating Agreement, Amendment to Memorandum of Unit Operating Agreement, Correction, Amendment, Supplement and Assignment of Mortgage, Security Agreement and Financing Statement Covering the Marmalard Prospect between Houston Energy Deepwater Ventures III, LLC and LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Ridgewood Energy Corporation on behalf of Managed Interests, Calypso Exploration, LLC, Deep Gulf Energy II, LLC, ILX Prospect Marmalard, LLC, ILX Prospective Leases, LLC
Marmalard	12/6/2012	First Amendment to Unit Operating Agreement between Houston Energy Deepwater Ventures III, LLC and LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Ridgewood Energy Corporation on behalf of Managed Interests, Calypso Exploration, LLC, Deep Gulf Energy II, LLC, ILX Prospect Marmalard, LLC
Marmalard	10/29/2015	Second Amendment to Unit Operating Agreement between Houston Energy Deepwater Ventures III, LLC and LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Ridgewood Energy Corporation on behalf of Managed Interests, Calypso Exploration, LLC, Deep Gulf Energy II, LLC, ILX Prospect Marmalard, LLC
Marmalard	12/6/2012	Production Handling and Floating Production System Use Agreement between Delta House FPS LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC
Marmalard	12/6/2012	Recordable Agreement - Marmalard Prospect between Delta House FPS LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC, Houston Energy Deepwater Ventures III, LLC, Delta House Oil and Gas Lateral LLC
Marmalard	11/22/2011	AMI Notice Affecting HED Carried Working Interest between LLOG Exploration offshore, L.L.C., Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC, ILX Marmalard LLC, ILX Prospect Niedermeyer, LLC, ILX Prospect Leases, LLC, Deep Gulf Energy II, LLC
Marmalard	10/26/2016	Non-Consenting Parties Second Opportunity to Participate between LLOG Exploration Offshore, L.L.C., Crux1, LLC, Deep Gulf Energy II, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC
Marmalard	3/9/2017	Non-Consenting Parties Second Opportunity to Participate between LLOG Exploration Offshore, L.L.C., Crux1, LLC, Deep Gulf Energy II, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Marmalard	12/6/2012	Production Handling and Floating Production System Use Agreement for Marmalard Prospect between Delta House FPS LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC
Marmalard	12/6/2012	Transportation Agreement for the Marmalard Producers (Gas Lateral Facilities) between DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC
Marmalard	12/6/2012	Transportation Agreement for the Marmalard Producers (Oil Lateral Facilities) between DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC
Marmalard	12/6/2012	First Amendment to Unit Operating Agreement between LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; CRUX2, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC;
Marmalard	12/6/2012	Recordable Agreement between DELTA HOUSE FPS LLC; DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY 0 FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC;

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Marmalard	3/25/2014	Destin Reserve Commitment Agmt DES-0019 ILX Prospect Marmalard LLC with Destin Pipeline Company, LLC
Marmalard	8/6/2014	Destin FT2 -DES-0019 ILX Prospect Marmalard LLC 08-06-2014 with Destin Pipeline Company
Marmalard	4/1/2019	FT2-DES-0019_AMD MDQ 4.1.2019 ILX Marmalard with Destin Pipeline Company
Main Pass Blk 138	11/1/2010	Pipeline use agreement with McMoran Oil & Gas LLC
Main Pass Blk 138	3/25/2011	Pipeline use and construction agreement between LLOG Exploration Offshore and W&T Offshore, Inc.
Main Pass Blk 138	10/25/2010	Pipeline operating agreement between LLOG Offshore, LLC and Aurora Exploration, McMoran Oil & Gas and Piquant, Inc.
Main Pass Blk 138	10/25/2010	Pipeline use agreement between LLOG Exploration Offshore, LLC and Aurora Exploration, LLC
Main Pass Blk 138	4/23/2010	Lump sump service agreement between McMoran Oil & Gas LLC and International Offshore Services, LLC
Main Pass Blk 138	1/30/2019	Offshore operating agreement between Castex Offshore, Inc., GOME 1271 LLC and Dorado Deep GP, LLC
Main Pass Blk 138	7/21/1999	Purchase and sale agreement between Ocean Energy, Inc. and Newfield Exploration Co.
Main Pass Blk 138	12/19/2018	Letter agreement between Piquant, Inc, GOME 1271 LLC and Castex Offshore, Inc.
Main Pass Blk 270	2/8/2017	Purchase and Sale agreement between Eni Petroleum US LLC, and Eni US Operating Co. Inc. and GOME 1271 LLC.
Main Pass Blk 270	11/25/2014	Farmout agreement between Dominion Exploration & Production, Inc and LLOG Exploration Offshore, Inc.
Main Pass Blk 270	2/5/2002	Offshore operating agreement between Dominion Exploration & Production, Inc and LLOG Exploration Offshore, Inc.
Main Pass Blk 270	3/1/2015	Offshore operating agreement between Castex Offshore, Inc., Petsec Energy Inc, Walter Oil & Gas Corporation and GOME 1271 LLC
Main Pass Blk 270	3/1/2015	Participation agreement between Castex Offshore, Inc., Petsec Energy Inc, Walter Oil & Gas Corporation and GOME 1271 LLC
Main Pass Blk 270	6/22/2015	Unit agreement between Castex Offshore, Inc., Petsec Energy Inc, Apache Shelf Exploration LLC, and Fieldwood Energy LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Main Pass Blk 270	3/3/2016	Unit agreement revised exhibit b between Castex Offshore, Inc., Petsec Energy Inc
Main Pass Blk 270	1/5/2017	Unit agreement revised exhibit b between Castex Offshore, Inc., Petsec Energy Inc, Walter Oil & Gas Corporation and GOME 1271 LLC
Main Pass Blk 270	11/1/2013	Production gathering and handling agreement between Chevron U.S.A. Inc. and Castex Offshore, Inc, et al
Nidermeyer	5/23/2008	Purchase and Sale Agreement between ConocoPhillips Company and Houston Energy, L.P.
Nidermeyer	6/18/2008	Participation Agreement between Houston Energy, L.P., HE&D Offshore, L.P., Red Willow Offshore, LLC, LLOG Exploration Offshore, Inc., Stephens Production Company, LLC
Nidermeyer	10/1/2009	Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Nidermeyer	3/21/2014	1st Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Nidermeyer	6/3/2015	2nd Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Nidermeyer	1/4/2017	3rd Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Nidermeyer	2/20/2018	4h Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Nidermeyer	6/18/2008	Operating Agreement between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures IV, LLC, Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Nidermeyer, LLC
Nidermeyer	7/18/2012	Ratification and First Amendment to Operating Agreement between Houston Energy Deepwater Ventures IV, LLC, Red Willow Offshore, LLC, LLOG Exploration Offshore, L.L.C., Stephens Production Company, LLC., Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Nidermeyer, LLC
Nidermeyer	12/6/2012	Second Amendment to Operating Agreement between Houston Energy Deepwater Ventures IV, LLC, Red Willow Offshore, LLC, LLOG Exploration Offshore, L.L.C., Stephens Production Company, LLC., Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Nidermeyer, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Nidermeyer	6/5/2013	Third Amendment to Operating Agreement between Houston Energy Deepwater Ventures IV, LLC, Red Willow Offshore, LLC, LLOG Exploration Offshore, L.L.C., Stephens Production Company, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Nidermeyer, LLC
Nidermeyer	3/21/2014	Fourth Amendment to Operating Agreement between Houston Energy Deepwater Ventures IV, LLC, Red Willow Offshore, LLC, LLOG Exploration Offshore, L.L.C., Stephens Production Company, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Nidermeyer, LLC
Nidermeyer	7/18/2012	Declaration of First Amendment to Operating Agreement, Declaration of Second Amendment to Operating Agreement, Declaration of Third Amendment to Operating Agreement, Amendment of Memorandum of Operating Agreement, Correction, Amendment, Supplement and Assignment of Mortgage, Security Agreement and Financing Statement Covering the Nidermeyer Prospect between
Nidermeyer	7/18/2012	Declaration of Fourth Amendment to Operating Agreement and Second Amendment to Memorandum of Operating Agreement and Financing Statement Covering the Nidermeyer Prospect between Houston Energy Deepwater Ventures IV, LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Offshore, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation on behalf of Managed Interests, ILX Prospect Nidermeyer, LLC
Nidermeyer	8/1/2012	Purchase & Sale Agreement between Houston Energy Deepwater Ventures IV, LLC, LLOG Exploration Offshore, L.L.C., Ridgewood Energy Corporation, ILX Prospect Nidermeyer, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Niedermeyer	11/22/2011	AMI Notice Affecting HED Carried Working Interest between LLOG Exploration offshore, L.L.C., Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC, ILX Marmalard LLC, ILX Prospect Niedermeyer, LLC, ILX Prospect Leases, LLC, Deep Gulf Energy II, LLC
Niedermeyer	1/10/2012	Amendment to Reservation of Production Payments between ConocoPhillips Company, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Calypso Exploration, LLC, Deep Gulf Energy II, LLC, Crux1, LLC, Ridgewood Energy Corporation on behalf of Managed Interests, ILX Prospect Marmalard, LLC, ILX Prospect Diller, LLC, ILX Prospect Niedermeyer, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures, II, LLC, Houston Energy Deepwater Ventures III, LLC, Houston Energy Deepwater Ventures, IV, LLC, Houston Energy Deepwater Ventures VI, LLC, HE&D Offshore, L.P.,
Niedermeyer	8/1/2012	Stipulation of Interests MC 208 - MC 253 between LLOG Exploration Offshore, Crux1, LLC, Red Willow Offshore, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Niedermeyer, LLC, Houston Energy Deepwater Ventures IV, LLC,
Niedermeyer	3/1/2013	Stipulation of Interests - MC 209 between LLOG Bluewater Holdings, L.L.C., LLOG Exploration Offshore, Crux1, LLC, Red Willow Offshore, LLC, Calypso Exploration, LLC, Ridgewood Energy Bluewater Oil Fund III, LLC, Ridgewood Energy Gulf of Mexico Oil and Gas Fund, L.P., ILX Prospect Niedermeyer, LLC
Niedermeyer	12/6/2012	Recordable Agreement -Niedermeyer Prospect between Delta House FPS LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Niedermeyer, LLC, Houston Energy Deepwater Ventures IV, LLC,
Niedermeyer	12/6/2012	Production Handling and Floating Production System Use Agreement for Niedermeyer Prospect between Delta House FPS LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Niedermeyer, LLC, Houston Energy Deepwater Ventures IV, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Niedermeyer	3/2/2013	Operating Agreement - MC 209 between LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Ridgewood Energy Bluewater Oil Fund III, LLC, Ridgewood Energy Gulf of Mexico Oil and Gas Fund, L.P., ILX Prospect Niedermeyer, LLC
Niedermeyer	5/2/2013	Purchase and Sale Agreement - MC 209 between Eni Petroleum US LLC and LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C.
Niedermeyer	2/26/2013	Purchase and Sale Agreement - MC 209 between Total E&P USA, Inc., Cobalt International Energy, L.P., LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C.
Niedermeyer	11/3/2015	Declaration of Agreement between Houston Energy Deepwater Ventures IV, LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Ridgewood Energy Bluewater Oil Fund III, LLC, Ridgewood Energy Gulf of Mexico Oil and Gas Fund, L.P., ILX Prospect Niedermeyer, LLC
Niedermeyer	12/6/2012	Transportation Agreement for the Niedermeyer Producers (Gas Lateral Facilities) between DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC
Niedermeyer	12/6/2012	Transportation Agreement for the Niedermeyer Producers (Oil Lateral Facilities) between DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC
Niedermeyer	12/6/2012	Recordable Agreement between DELTA HOUSE FPS LLC; DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC;

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Niedermeyer	3/25/2014	Destin Reserve Commitment Agmt DES-0021 ILX Prospect Niedermeyer LLC with Destin Pipeline Company, LLC
Niedermeyer	8/6/2014	Destin FT2 -DES-0021 ILX Prospect Niedermeyer LLC 08-06-2014 with Destin Pipeline Company, LLC
Niedermeyer	4/1/2019	FT2-DES-0055_AMD MDQ 4.1.2019 ILX Caddis with Destin Pipeline Company
Odd Job	7/2/2014	REC Offer Letter between Ridgewood Energy Corporation and Deep Gulf Energy II, LLC
Odd Job	12/20/2011	Letter Agreement between Statoil USA E&P Inc., Deep Gulf Energy II, LLC
Odd Job	4/23/2013	Letter Agreement between Eni Petroleum US Inc., Deep Gulf Energy II, LLC
Odd Job	9/1/2014	Participation Agreement between Deep Gulf Energy II, LLC, ILX Holdings II, LLC, Ridgewood Energy Oil & Gas Fund II, L.P., Ridgewood Energy Corporation on behalf of Managed Entities
Odd Job	9/1/2014	First Amendment to Participation Agreement between Deep Gulf Energy II, LLC, ILX Holdings II, LLC, Ridgewood Energy Oil & Gas Fund II, L.P., Ridgewood Energy Corporation on behalf of Managed Entities
Odd Job	7/1/2002	Joint Operating Agreement between Dominion Exploration & Production, Inc., Spinnaker Exploration Company, L.L.C.
Odd Job	4/11/2016	Master Crude Petroleum Agreement between ILX Prospect MC79, LLC; ILX II Sales & Transport, LLC
Odd Job	4/22/2013	First Amendment to Joint Operating Agreement between Deep Gulf Energy II, LLC. and Calypso Exploration, LLC
Odd Job	5/30/2013	Unit Agreement No. 754313006 between Eni US Operating Co. Inc., Deep Gulf Energy II, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Odd Job	3/12/2013	Unit Operating Agreement between Eni US Operating Co. Inc., Deep Gulf Energy II, LLC
Odd Job	4/22/2013	First Amendment to Unit Operating Agreement between Deep Gulf Energy II, LLC. and Calypso Exploration, LLC
Odd Job	3/21/2014	Production Handling and Floating Production System Use Agreement between Delta House FPS LLC, LLOG Exploration Offshore, L.L.C., Deep Gulf Energy II, LLC
Odd Job	6/16/2016	Reserve Commitment Agreement between Destin Pipeline Company, L.L.C., ILX Prospect Odd Job, L.L.C.
Odd Job	3/21/2014	Transportation Agreement for the Odd Job Producers (Oil Lateral Facilities) between Delta House Oil and Gas Lateral LLC, LLOG Exploration Offshore, L.L.C., Deep Gulf Energy II, LLC, Calypso Exploration, LLC
Odd Job	3/21/2014	Transportation Agreement for the Odd Job Producers (Gas Lateral Facilities) between Delta House Oil and Gas Lateral LLC, LLOG Exploration Offshore, L.L.C., Deep Gulf Energy II, LLC, Calypso Exploration, LLC
Odd Job	8/23/2016	Service Agreement Under Rate Schedule FT-2 between Destin Pipeline Company, L.L.C., ILX Prospect Odd Job, L.L.C.
Odd Job	9/1/2014	Assignment and Assumption Agreement between Deep Gulf Energy II, LLC, Deep Gulf Energy III, LLC, ILX Prospect Odd Job, LLC, Ridgewood Odd Job, LLC, Delta House FPS LLC, Delta House Oil and Gas Lateral LLC, LLOG Exploration Offshore, L.L.C., Calypso Exploration, LLC
Odd Job	11/13/2014	Management Services Agreement with ILX Holdings II, LLC
Oyster Bayou	10/15/2019	Operating agreement between Castex Energy, Inc., Apache Corporation, CSL Exploration, LP, CTS Energy LLC, Castex Energy Partners, L.P., GOME 1271 LLC and Castex Energy 2016 GP, LLC
Oyster Bayou	2/26/2019	Area of mutual interest agreement between Castex Energy, Inc., et al and Apache Corporation
South Marsh Island Blk 122	5/1/2012	Purchase and sale agreement between Fidelity Exploration & Production Co. and Castex Offshore, Inc., Walter Oil & Gas Corporation

PROSPECT	EFFECTIVE DATE	DESCRIPTION
South Marsh Island Blk 122	3/2/1998	Participation agreement between Seneca Resources Corporation and Fidelity Oil Holdings, Inc.
South Marsh Island Blk 122	10/1/1997	Offshore Operating agreement between Seneca Resources Corporation and Fidelity Oil Holdings, Inc.
South Marsh Island Blk 122	4/1/2000	Production handling agreement between Seneca Resources Corporation, Fidelity Oil Holdings, Inc. and Shell Offshore Inc., Amerada Hess Corporation and St. Mary Energy Company
South Santa Cruz	12/1/2014	Participation Agreement between Houston Energy Deepwater Ventures I, LLC, Red Willow Offshore, LLC, Ridgewood Energy Oil & Gas Fund II, L.P., ILX Holdings II, LLC, Ridgewood Energy Corporation as manager for the Managed Entities, Deep Gulf Energy III, LLC.
South Santa Cruz	10/10/2014	Assignment Agreement between BP Exploration & Production Inc., Noble Energy, Inc., Houston Energy Deepwater Ventures I, LLC
South Santa Cruz	2/1/2015	Assignment Agreement between Red Willow Offshore, LLC, Deep Gulf Energy III, LLC, Ridgewood Energy Oil & Gas Fund II, L.P., ILX Holdings II, LLC, Ridgewood Energy Corporation
South Santa Cruz	12/14/2015	Letter of Intent for Joint Development between Deep Gulf Energy III, LLC, Houston Energy Deepwater Ventures I, LLC, Houston Energy Deepwater IX, LLC, Houston Energy Deepwater X, LLC, ILX Prospect Barataria, LLC, ILX Prospect Calliope, LLC, ILX Prospect South Santa Cruz, LLC, Ridgewood Barataria, LLC, Ridgewood Calliope, LLC, Ridgewood South Santa Cruz, LLC
South Santa Cruz	10/10/2014	First Amendment of the Unit Operating Agreement and Establishment of Lease Offshore Operating Agreement between
South Santa Cruz	10/10/2014	Offshore Operating Agreement between Noble Energy, Inc., BP Exploration & Production Inc., Red Willow Offshore, LLC, Houston Energy Deepwater Ventures I, LLC, Deep Gulf Energy III, LLC, Ridgewood South Santa Cruz, LLC, and ILX Prospect South Santa Cruz, LLC
South Santa Cruz	11/16/2015	Deepwater Production Handling & Oper Services Agmt between Deep Gulf Energy III, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures I, LLC, Ridgewood Energy Oil & Gas Fund II, LLC, ILX Holdings II, LLC
South Santa Cruz	3/1/2019	First Amendment to Deepwater Production Handling and Operating Services Agreement between Chevron U.S.A. Inc., Union Oil Company of California, Anadarko U.S. Offshore Corporation, Kosmos Energy Gulf of Mexico Operations LLC, Ridgewood Barataria, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC, Houston Energy Deepwater Ventures IX, LLC, CL&F Offshore LLC, Ridgewood Calliope, LLC, ILX Prospect Calliope, LLC, Ridgewood South Santa Cruz, LLC, ILX Prospect South Santa Cruz, LLC, Houston Energy Deepwater Ventures XVI, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
South Santa Cruz	5/1/2017	Crude Gathering Agreement between Williams Oil Gathering, L.L.C., ILX South Santa Cruz, LLC
South Santa Cruz	5/1/2017	Gas Gathering Agreement between Williams Field Services – Gulf Coast Company, L.P., ILX Prospect South Santa Cruz, LLC
South Santa Cruz	5/1/2017	Processing Agreement between Williams Mobile Bay Producer Services, L.L.C., ILX Prospect South Santa Cruz, LLC
South Santa Cruz	1/25/2016	South Santa Cruz Plan of Development between Deep Gulf Energy III, LLC, Ridgewood Santa Cruz, LLC, ILX Santa Cruz, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures, XVI
South Santa Cruz	3/1/2019	Blind Faith Settlement for Open Audit Exception for Blind Faith Hull Painting Campaign between Chevron U.S.A. Inc., Kosmos Energy Gulf of Mexico Operations, LLC, Union Oil Company of California, Anadarko U.S. Offshore Corporation, Ridgewood Barataria, LLC, Red Willow Offshore, LLC, ILX Prospect Barataria, LLC, Houston Energy Deepwater Ventures IX, LLC, CL&F Offshore LLC, Houston Energy Deepwater Ventures XVI, LLC, Ridgewood South Santa Cruz, LLC, ILX Prospect South Santa Cruz, LLC
South Santa Cruz	11/3/2014	Management Services Agreement with ILX Holdings II, LLC
Ship Shoal Blk 76	6/16/2000	Farmout agreement between Mobil Oil Exploration & Producing Southeast and Newfield Exploration Comp.
Ship Shoal Blk 76	7/3/2000	Farmout agreement between Shell Offshore Properties & Capital II, Inc and Newfield Exploration Comp.
Ship Shoal Blk 76	3/1/2015	Agreement to assign between Fidelity Exploration & Production Co. and McMoran Oil & Gas LLC
Ship Shoal Blk 76	6/1/2018	Offshore operating agreement between Castex Offshore, Inc., GOME 1271 LLC and Dorado Deep GP, LLC
South Timbalier Blk 311	12/1/2018	Flowline lease agreement between Fieldwood Energy LLC, Castex Offshore, Inc., GOME 1271 LLC and Dorado Deep GP, LLC
South Timbalier Blk 311	12/1/2011	Participation agreement between Walter Oil & Gas Corporation and Castex Offshore, LLC
South Timbalier Blk 311	12/1/2011	Offshore operating agreement between Walter Oil & Gas Corporation and Castex Offshore, LLC
South Timbalier Blk 311	6/25/2019	Platform use agreement between Walter Oil & Gas Corp., Castex Offshore, Inc., GOME 1271 LLC, Dorado Deep GP, LLC and Apache Shelf Exploration, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
West Cameron Blks 77/96	9/5/2003	Operating agreement between Newfield Exploration Comp. and Seneca Resources Corp.
West Cameron Blks 77/96	5/15/2007	Unit agreement between Newfield Exploration Company and BHP Billiton Petroleum (Americas) Inc., The Houston Exploration Company and Ridgewood Energy Corporation
West Cameron Blks 77/96	4/14/2004	Offshore operating agreement between Newfield Exploration Company and BHP Billiton Petroleum (Americas) Inc., The Houston Exploration Company and Ridgewood Energy Corporation
West Cameron Blk 96	9/5/2003	Farmout agreement between Seneca Resources Corporation and Newfield Exploration Company

CERTIFIED RESOLUTIONS

Resolutions of

TALOS EXPLORATION LLC, TALOS THIRD COAST LLC, and
TALOS ENERGY OFFSHORE LLC

February 28, 2020

The undersigned, the Executive Vice President, General Counsel and Secretary of TALOS EXPLORATION LLC, a Delaware limited liability company, TALOS THIRD COAST LLC, a Delaware limited liability company, and TALOS ENERGY OFFSHORE LLC, a Delaware limited liability company (each a "Mortgagor"), does hereby certify in his/her official capacity, stated above, of each Mortgagor, and not in his/her individual capacity, as of the date hereof that the resolutions attached hereto as Annex I were adopted by each Mortgagor, by written consent in lieu of a meeting.

TALOS EXPLORATION LLC
TALOS THIRD COAST LLC and
TALOS ENERGY OFFSHORE LLC

By: William S. Moss III

Name: William S. Moss III

Title: Executive Vice President, General
Counsel and Secretary

ANNEX I

CERTIFIED COPY OF RESOLUTIONS OF MORTGAGORS

[SEE ATTACHED]

**WRITTEN CONSENT OF THE SOLE MEMBER OF
TALOS EXPLORATION LLC
and
TALOS THIRD COAST LLC**

February 26, 2020

The undersigned, Talos Production Inc., a Delaware corporation (as successor-by-conversion to Talos Production LLC, a Delaware limited liability company) (the “**Borrower**” or the “**Member**”), being the sole member of Talos Exploration LLC, a Delaware limited liability company, and Talos Third Coast LLC, a Delaware limited liability company, (together, the “**Companies**”, and each, a “**Company**”) hereby adopts and approves, by written consent, the following resolutions and the actions contemplated hereby. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement (as defined below).

Credit Agreement

WHEREAS, the Borrower has entered into the Credit Agreement, dated as of May 10, 2018 (as amended by that certain Joinder, First Amendment to Credit Agreement, and Borrowing Base Reaffirmation Agreement, dated as of July 3, 2019, as further amended by that certain Joinder, Commitment Increase Agreement, Second Amendment to Credit Agreement, Borrowing Base Redetermination Agreement, and Amendment to Other Credit Documents, dated as of December 10, 2019, and as may be further amended, restated, amended and restated, modified, supplemented, extended, renewed or replaced, the “**Credit Agreement**”), among the Borrower, Talos Energy Inc., as Holdings, JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”), Collateral Agent and Swingline Lender, the lenders party thereto from time to time (the “**Lenders**”) and other agents from time to time party thereto, pursuant to which the Lenders have, from time to time, made certain revolving credit loans and other extensions of credit, including the issuance of letters of credit, to or on behalf of the Borrower in an aggregate principal amount not to exceed One Billion One Hundred Fifty Million Dollars (\$1,150,000,000.00);

WHEREAS, the Companies are required, and the Member deems it advisable and in the best interest of each Company, (a) to negotiate, execute, deliver and perform its obligations under the Credit Agreement, the Guarantee (including Supplement No. 2 to the Guarantee Agreement, dated as of the date hereof), the Collateral Agreement (including Supplement No. 2 to the Collateral Agreement, dated as of the date hereof), the Mortgages, the Intercreditor Agreement and the other Security Documents, and the Credit Documents, one or more commitment letters, engagement letters, term sheets, fee letters, letter of credit agreements, letters of credit, promissory notes (including the Second Amended and Restated Global Intercompany Note, dated as of the date hereof), deeds of trust, mortgages, fixture filings, assignments of production and/or as-extracted collateral, security agreements, pledge agreements, guaranty agreements, escrow agreements, Control Agreements (including deposit account control agreements), securities account control agreements, commodity account control agreements, subordination agreements, Equity Interest transfer powers, payoff letters, indemnities, licenses, supplemental indentures, assignments, contribution deeds, deeds of pledge or charge, undertakings, reaffirmations, comfort letters, consents, reports, waivers, releases, addenda, purchase agreements, powers of attorney, affidavits, certifications, requests, supplements (including supplements to loan documents or schedules), notices, Hedge Agreements, Cash Management Agreements and other agreements, documents, instruments, contracts, financing statements or certificates, as each of the foregoing may be amended, amended and restated, modified, supplemented, extended, renewed or replaced from time to time (all of the foregoing referred to above, including the Credit Agreement, are collectively referred to herein as the “**Loan Documents**”); and (b) to take such other

actions, including, without limitation, (i) the grant of Liens on all or substantially all of its assets (including, without limitation, the pledge of Equity Interests in the Borrower's Subsidiaries and other persons and entities) in favor of the Collateral Agent or other agents or trustees, on behalf of the secured parties described or named in the Loan Documents (including, for the avoidance of doubt, the Secured Parties), to secure any or all Indebtedness, Obligations or other liabilities of the Borrower and any other Guarantors arising under or in connection with the Credit Agreement, the other Loan Documents and Secured Hedge Transactions and Secured Cash Management Agreements, and all other obligations under or described in the Loan Documents, (ii) the guarantee of all Obligations and Indebtedness, (iii) the filing of UCC financing statements or amendments thereto, or other filings necessary to perfect or give notice of Liens, (iv) the filing of the Mortgages and any other deeds of trust or mortgages, and any amendments, amendments and restatements, modifications or supplements thereto, necessary to perfect or give notice of Liens, (v) the delivery of Equity Interest transfer powers and equity certificates, (vi) the payment of fees, costs and expenses, (vii) the giving of notices, the designation of persons authorized to act, and (viii) other actions as may be necessary or appropriate to consummate the Transactions and perform the Loan Documents, including, without limitation, the execution, delivery and filing of Mortgages, amendments, amendments and restatements, supplements, modifications, renewals and/or extensions of or to Mortgages, other collateral documents, and the other Loan Documents (collectively, "**Related Actions**");

WHEREAS, the Member desires to authorize and consent to the negotiation, execution and delivery of and the performance by each Company of its obligations and agreements under the Loan Documents and the taking of any and all Related Actions;

WHEREAS, pursuant to the Credit Agreement, each Company may be required to consummate certain transactions after the date hereof (collectively, the "**Post Effective Date Transactions**");

WHEREAS, the Member desires to authorize and consent to the execution, delivery and performance of the Post Effective Date Transactions by or on behalf of each Company;

WHEREAS, without limitation to the other matters set forth in this written consent, the Member desires to (a) ratify, approve, confirm and adopt the obligations of each Company under each Loan Document to which such Company is or becomes a party, including all such obligations as they may be amended, modified, supplemented, renewed, extended or increased by (or as provisions thereof may be waived by) the Credit Agreement and the other Loan Documents, and (b) ratify, approve, confirm and adopt all actions heretofore taken by or on behalf of each Company with respect to the matters contemplated by this written consent;

WHEREAS, the Member has determined that the Loan Documents, the Related Actions and the Post Effective Date Transactions are necessary or convenient to the conduct, promotion or attainment of the business of each Company, and that it is advisable and in the best interest of each Company to enter into such documents and/or perform their respective obligations with respect thereto; and

WHEREAS, the Member desires to authorize and consent to each Company's taking the actions permitted to be taken by such Company pursuant to this written consent, and to take such other actions as such Company, through its Authorized Officers (as defined below), deems necessary or appropriate to carry out the intent of this written consent.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

RESOLVED, that the chief executive officer, chief financial officer, chief operating officer, chief commercial officer, president, and any executive vice president, vice president, general partner, manager,

managing director, treasurer, secretary, or any other duly authorized representative of each Company shall constitute an authorized officer (each, an “**Authorized Officer**”) of such Company;

RESOLVED, that the Credit Agreement, the other Loan Documents, any Borrowings thereunder, the taking of any and all Related Actions and the Post Effective Date Transactions, and each of them, are hereby, ratified, confirmed, approved and adopted in all respects on the terms determined by the applicable Authorized Officers as set forth in the final forms thereof and the applicable Authorized Officers be, and each of them hereby is, authorized to negotiate, execute and deliver the Loan Documents in the name and on behalf of each Company and to perform each Company’s obligations thereunder, and to take all actions in accordance therewith that any of them may deem necessary or advisable to consummate the transactions contemplated thereby, and the actions of such Authorized Officers in negotiating the terms of, and in executing and delivering, each Loan Document on behalf of each Company be, and they hereby are, ratified, confirmed, approved and adopted;

RESOLVED, that the Authorized Officers of each Company be, and each of them hereby is, authorized to take such actions, and to negotiate, execute and deliver such documents as may be necessary or advisable, in the name and on behalf of each Company, to accomplish the Related Actions and the Post Effective Date Transactions, and to perform each Company’s obligations under any such documents, and such actions of such Authorized Officers, including the negotiation of terms of and the execution and delivery of any such document, be, and they hereby are, ratified, confirmed, approved and adopted;

RESOLVED, that the Member hereby authorizes, consents to, ratifies, approves, confirms and adopts all actions heretofore taken by or on behalf of each Company with respect to the matters contemplated by this written consent;

RESOLVED, that the applicable Authorized Officers be, and each of them hereby is, authorized to negotiate, execute and deliver any amendments, modifications, or supplements to, any reaffirmations of, and any waivers or consents under, any Loan Documents (including without limitation, any extensions for any period, any increases (whether of Commitments, Obligations, Borrowings or otherwise), and any restructuring, refinancing or rearrangement of Obligations therewith) in the name and on behalf of each Company and to perform each Company’s obligations under any such agreement (and any Loan Document as amended thereby), and to take all actions in accordance therewith that any of them may deem necessary or advisable to consummate the transactions contemplated thereby (and any Loan Document as amended thereby), and the actions of such Authorized Officers in negotiating the terms of, and in executing and delivering, any such agreement upon the terms set forth in the final form thereof be, and they hereby are, ratified, confirmed, approved and adopted;

RESOLVED, that each Company is hereby authorized to take actions pursuant to these resolutions, and to take such other actions as each Company, through its Authorized Officers, deems necessary or appropriate to carry out the intent of this written consent;

RESOLVED, that the Secretary, any Assistant Secretary (or equivalent positions), or any Authorized Officer, of each Company is hereby authorized, empowered and directed to certify these resolutions to the Administrative Agent, the Lenders and others;

RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any Related Action or other action to be taken in accordance with any requirement of any of the Loan Documents or other agreements or instruments described in the foregoing resolutions, shall in no manner derogate from the authority of the Authorized Officers to take all actions necessary, desirable,

advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

RESOLVED, that the authority conferred upon the Authorized Officers by these resolutions shall be in addition to, and shall in no way limit, such other authority as any such Authorized Officer may have with respect to the Loan Documents, any Related Action or the other transactions contemplated by these resolutions;

RESOLVED, that the applicable Authorized Officers be, and each of them hereby is, authorized and directed to take all such further action and to execute and deliver all such further agreements, instruments and documents, in the name and on behalf of each of the Companies, under its corporate seals or otherwise, and to pay all such fees, expenses and taxes, as in his or her judgment shall be necessary, proper and advisable in order to fully carry out the intent and to accomplish the purposes of the foregoing resolutions; and

RESOLVED, that each Company is authorized to execute and deliver the Loan Documents and all other related documents, any of which may include a confession of judgment clause for the purpose of authorizing the use of executory process, waive the benefit of appraisal and statutory delays, and contain such other Louisiana security clauses as are customary in transactions of similar size, nature and complexity.

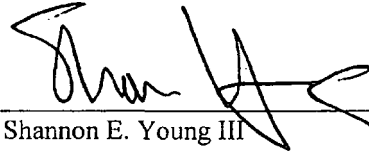
This written consent may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and all of which shall together constitute one and the same instrument. Counterparts and executed signature pages transmitted by facsimile or email shall be valid as originals.

[COUNTERPART SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has hereby duly executed this written consent as of the date first written above.

TALOS PRODUCTION INC.,

in its capacity as the sole member of **TALOS
EXPLORATION LLC** and **TALOS THIRD
COAST LLC**



By: _____
Name: Shannon E. Young III
Title: Executive Vice President and Chief Financial Officer

**WRITTEN CONSENT OF THE SOLE MEMBER OR MANAGING MEMBER,
AS APPLICABLE, OF
TALOS ERT LLC,
CKB PETROLEUM, LLC
TALOS GULF COAST LLC,
TALOS GULF COAST OFFSHORE LLC,
TALOS GULF COAST ONSHORE LLC,
TALOS MANAGEMENT INTERMEDIARY LLC,
TALOS MANAGEMENT HOLDINGS LLC,
TALOS ENERGY OFFSHORE LLC,
TALOS ENERGY OPERATING COMPANY LLC,
TALOS ENERGY OPERATING GP LLC,
TALOS ENERGY INTERNATIONAL LLC,
TALOS ENERGY LLC,
TALOS PETROLEUM LLC,
TALOS RESOURCES LLC,
STONE ENERGY HOLDING, L.L.C.,
TALOS ENERGY HOLDINGS LLC,
TALOS ENERGY PHOENIX LLC**

May 10, 2018

The undersigned, (a) Talos Production LLC, a Delaware limited liability company (the "**Borrower**"), being the sole member of Talos ERT LLC, a Delaware limited liability company ("**ERT**"), Talos Gulf Coast LLC, a Delaware limited liability company ("**Gulf Coast**"), Talos Energy Offshore LLC, a Delaware limited liability company ("**Energy Offshore**"), Talos Energy Operating GP LLC, a Delaware limited liability company ("**Operating GP**"), Talos Energy International LLC, a Delaware limited liability company ("**International**") and Talos Energy LLC, a Delaware limited liability company ("**Energy**"), (b) ERT being the sole member of CKB Petroleum, LLC, a Delaware limited liability company ("**CKB**"), (c) Gulf Coast being the sole member of Talos Gulf Coast Offshore LLC, a Delaware limited liability company ("**Offshore**"), Talos Gulf Coast Onshore LLC, a Delaware limited liability company ("**Onshore**"), Talos Management Intermediary LLC, a Delaware limited liability company ("**Intermediary**"), (d) Intermediary being the managing member of Talos Management Holdings LLC, a Delaware limited liability company ("**Holdings**"), (e) Operating GP being the managing member of Talos Energy Operating Company LLC, a Delaware limited liability company ("**Operating Co**"), (f) Energy being the sole member of Talos Petroleum LLC, a Delaware limited liability company ("**Petroleum**"), Talos Energy Holdings LLC, a Delaware limited liability company ("**Energy Holdings**"), Talos Energy Phoenix LLC, a Delaware limited liability company ("**Phoenix**") and (g) Petroleum being the sole member of Talos Resources LLC, a Delaware limited liability company ("**Resources**") and Stone Energy Holding, L.L.C., a Delaware limited liability company ("**Stone**" and collectively with ERT, Gulf Coast, Energy Offshore, Operating GP, International, Energy, CKB, Offshore, Onshore, Intermediary, Holdings, Operating Co, Petroleum, Energy Holdings, Phoenix and Resources the "**Companies**", each a "**Company**") (the Borrower, ERT, Gulf Coast, Intermediary, Operating GP, Energy, and Petroleum in the aforementioned capacities, the "**Member**") hereby adopt and approve, by written consent, the following resolutions and the actions contemplated hereby. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement (as defined below).

Credit Agreement

WHEREAS, the Borrower desires to enter into the Credit Agreement (as the same may from time to time be amended, restated, amended and restated, modified, supplemented, extended, renewed or replaced, the “**Credit Agreement**”), among the Borrower, Talos Energy Inc., as Holdings, JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”), Collateral Agent and Swingline Lender, the lenders party thereto from time to time (the “**Lenders**”) and other agents from time to time party thereto, pursuant to which the Lenders will, from time to time, make certain revolving credit loans and other extensions of credit, including the issuance of letters of credit, to or on behalf of the Borrower in an aggregate initial principal amount not to exceed Six Hundred Million Dollars (\$600,000,000.00);

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, each Company is required, and the Member deems it advisable and in the best interest of each such Company, (a) to negotiate, execute, deliver and perform their obligations under the Credit Agreement, the Guarantee, the Collateral Agreement, the Mortgages, the Intercreditor Agreement and the other Security Documents, and the Credit Documents, one or more commitment letters, engagement letters, term sheets, fee letters, letter of credit agreements, letters of credit, promissory notes, deeds of trust, mortgages, fixture filings, assignments of production and/or as-extracted collateral, security agreements, pledge agreements, guaranty agreements, escrow agreements, Control Agreements (including deposit account control agreements), securities account control agreements, commodity account control agreements, subordination agreements, Equity Interest transfer powers, payoff letters, indemnities, licenses, supplemental indentures, assignments, contribution deeds, deeds of pledge or charge, undertakings, reaffirmations, comfort letters, consents, reports, waivers, releases, addenda, purchase agreements, powers of attorney, affidavits, certifications, requests, supplements (including supplements to loan documents or schedules), notices, Hedge Agreements, Cash Management Agreements and other agreements, documents, instruments, contracts, financing statements or certificates, as each of the foregoing may be amended, amended and restated, modified, supplemented, extended, renewed or replaced from time to time (all of the foregoing referred to above, including the Credit Agreement, are collectively referred to herein as the “**Loan Documents**”); and (b) to take such other actions, including, without limitation, (i) the grant of Liens on all or substantially all of their assets (including, without limitation, the pledge of Equity Interests in the Borrower’s Subsidiaries and other persons and entities) in favor of the Collateral Agent or other agents or trustees, on behalf of the secured parties described or named in the Loan Documents (including, for the avoidance of doubt, the Secured Parties), to secure any or all Indebtedness, Obligations or other liabilities of the Borrower and any other Guarantors arising under or in connection with the Credit Agreement, the other Loan Documents and Secured Hedge Transactions and Secured Cash Management Agreements, and all other obligations under or described in the Loan Documents, (ii) the guarantee of all Obligations and Indebtedness, (iii) the filing of UCC financing statements or amendments thereto, or other filings necessary to perfect or give notice of Liens, (iv) the filing of the Mortgages and any other deeds of trust or mortgages, and any amendments, amendments and restatements, modifications or supplements thereto, necessary to perfect or give notice of Liens, (v) the delivery of Equity Interest transfer powers and equity certificates, (vi) the payment of fees, costs and expenses, (vii) the giving of notices, the designation of persons authorized to act, and (viii) other actions as may be necessary or appropriate to consummate the Transactions and perform the Loan Documents, including, without limitation, the execution, delivery and filing of Mortgages, amendments, amendments and restatements, supplements, modifications, renewals and/or extensions of or to Mortgages, other collateral documents, and the other Loan Documents (collectively, “**Related Actions**”);

WHEREAS, the Member desires to authorize and consent to the negotiation, execution and delivery of and the performance by the Companies of their obligations and agreements under the Loan Documents and the taking of any and all Related Actions;

WHEREAS, pursuant to the Credit Agreement, the Companies may be required to consummate certain transactions after the Closing Date of the Credit Agreement (collectively, the “**Post Effective Date Transactions**”);

WHEREAS, the Member desires to authorize and consent to the execution, delivery and performance of the Post Effective Date Transactions by or on behalf of the Companies;

WHEREAS, without limitation to the other matters set forth in this written consent, the Member desires to (a) ratify, approve, confirm and adopt the obligations of the Companies under each Loan Document to which any of the Companies is or becomes a party, including all such obligations as they may be amended, modified, supplemented, renewed, extended or increased by (or as provisions thereof may be waived by) the Credit Agreement and the other Loan Documents, and (b) ratify, approve, confirm and adopt all actions heretofore taken by or on behalf of the Companies with respect to the matters contemplated by this written consent;

WHEREAS, the Member has determined that the Loan Documents, the Related Actions and the Post Effective Date Transactions are necessary or convenient to the conduct, promotion or attainment of the business of the Companies, and that it is advisable and in the best interest of the Companies to enter into such documents and/or perform their respective obligations with respect thereto; and

WHEREAS, the Member desires to authorize and consent to the Companies’ taking the actions permitted to be taken by the Companies pursuant to this written consent, and to take such other actions as the Companies, through their Authorized Officers (as defined below), deem necessary or appropriate to carry out the intent of this written consent.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

RESOLVED, that the chief executive officer, chief financial officer, chief operating officer, chief commercial officer, president, and any executive vice president, vice president, general partner, manager, managing director, treasurer, secretary, or any other duly authorized representative of each Company shall constitute an authorized officer (each, an “**Authorized Officer**”) of such Company;

RESOLVED, that the Credit Agreement, the other Loan Documents, any Borrowings thereunder, the taking of any and all Related Actions and the Post Effective Date Transactions, and each of them, are hereby, ratified, confirmed, approved and adopted in all respects on the terms determined by the applicable Authorized Officers as set forth in the final forms thereof and the applicable Authorized Officers be, and each of them hereby is, authorized to negotiate, execute and deliver the Loan Documents in the name and on behalf of the Companies and to perform the Companies’ obligations thereunder, and to take all actions in accordance therewith that any of them may deem necessary or advisable to consummate the transactions contemplated thereby, and the actions of such Authorized Officers in negotiating the terms of, and in executing and delivering, each Loan Document on behalf of the Companies be, and they hereby are, ratified, confirmed, approved and adopted;

RESOLVED, that the Authorized Officers of each Company be, and each of them hereby is, authorized to take such actions, and to negotiate, execute and deliver such documents as may be necessary or advisable, in the name and on behalf of such Company, to accomplish the Related Actions and the Post Effective Date Transactions, and to perform such Company’s obligations under any such documents, and such actions of such Authorized Officers, including the negotiation of terms of and the execution and delivery of any such document, be, and they hereby are, ratified, confirmed, approved and adopted;

RESOLVED, that the Member hereby authorizes, consents to, ratifies, approves, confirms and adopts all actions heretofore taken by or on behalf of the Companies with respect to the matters contemplated by this written consent;

RESOLVED, that the applicable Authorized Officers be, and each of them hereby is, authorized to negotiate, execute and deliver any amendments, modifications, or supplements to, any reaffirmations of, and any waivers or consents under, any Loan Documents (including without limitation, any extensions for any period, any increases (whether of Commitments, Obligations, Borrowings or otherwise), and any restructuring, refinancing or rearrangement of Obligations therewith) in the name and on behalf of the Companies and to perform the Companies' obligations under any such agreement (and any Loan Document as amended thereby), and to take all actions in accordance therewith that any of them may deem necessary or advisable to consummate the transactions contemplated thereby (and any Loan Document as amended thereby), and the actions of such Authorized Officers in negotiating the terms of, and in executing and delivering, any such agreement upon the terms set forth in the final form thereof be, and they hereby are, ratified, confirmed, approved and adopted;

RESOLVED, that the Companies are hereby authorized to take actions pursuant to these resolutions, and to take such other actions as each of the Companies, through its Authorized Officers, deems necessary or appropriate to carry out the intent of this written consent;

RESOLVED, that the Secretary, any Assistant Secretary (or equivalent positions), or any Authorized Officer, of the such Company is hereby authorized, empowered and directed to certify these resolutions to the Administrative Agent, the Lenders and others;

RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any Related Action or other action to be taken in accordance with any requirement of any of the Loan Documents or other agreements or instruments described in the foregoing resolutions, shall in no manner derogate from the authority of the Authorized Officers to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

RESOLVED, that the authority conferred upon the Authorized Officers by these resolutions shall be in addition to, and shall in no way limit, such other authority as any such Authorized Officer may have with respect to the Loan Documents, any Related Action or the other transactions contemplated by these resolutions; and

RESOLVED, that the applicable Authorized Officers be, and each of them hereby is, authorized and directed to take all such further action and to execute and deliver all such further agreements, instruments and documents, in the name and on behalf of each of the Companies, under its corporate seals or otherwise, and to pay all such fees, expenses and taxes, as in his or her judgment shall be necessary, proper and advisable in order to fully carry out the intent and to accomplish the purposes of the foregoing resolutions.

Indenture

WHEREAS, the Borrower previously approved the issuance of up to \$397,023,000 million aggregate principal amount of new 11.00% Second-Priority Senior Secured Notes due 2022 (the "New Notes"), to be issued by the Borrower and Talos Production Finance Inc., a Delaware corporation (together with the Borrower, the "Issuers") in a private transaction pursuant to Rule 144A, Regulation S or Section 4(a)(2) of under the Securities Act of 1933, as amended (the "Securities Act");

WHEREAS, it is proposed that the New Notes be issued pursuant to an indenture (the “**New Notes Indenture**”) to be entered into by and among the Issuers, the Companies, as guarantors, and Wilmington Trust, National Association, as trustee and collateral agent (the “**Trustee**”);

WHEREAS, it is proposed that the New Notes be unconditionally guaranteed (the “**New Notes Guarantees**”) as to the payment of principal, premium if any, and interest by each of the Companies;

WHEREAS, it is proposed that the New Notes and New Notes Guarantees be secured by liens on substantially all of the assets of the Issuers and the Companies, subject to certain exceptions and permitted liens (the “**New Notes Collateral**”), as security for the Issuers’ and the Companies’ obligations under the New Notes and the New Notes Guarantees, and that the Issuers and the Companies pledge certain of their rights, title and interest in and to the New Notes Collateral for the benefit of the holders of the New Notes and the Companies, as further security for the obligations under the New Notes, as described in the resolutions below;

WHEREAS, in connection with the issuance of the New Notes, it is proposed that the Issuers and the Companies enter into certain collateral agreements, pledge agreements, mortgages, collateral assignments, deposit account control agreements, security agreements and other agreements and documents as are necessary, appropriate or desirable to create and/or perfect a security interest in the New Notes Collateral (collectively, the “**New Notes Security Documents**”); and

WHEREAS, the Member has determined it advisable and in the best interests of the Company to authorize and approve the issuance of the New Notes and the New Note Guarantees, the New Notes Security Documents and certain other related matters (collectively, the “**Notes Transactions**”).

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

RESOLVED, that the Company is authorized to enter into the New Notes Indenture with the Trustee and the Issuers, pursuant to which up to \$397,023,000 million aggregate principal amount of New Notes and the New Notes Guarantees shall be issued and administered, and that any one or more Authorized Officers are authorized, in the name and on behalf of the Company, to execute, acknowledge and deliver the New Notes Indenture, in such form and with such additional terms and changes as such Authorized Officer executing the same on behalf of the Company shall approve, such Authorized Officer’s execution thereof to be conclusive evidence of such approval and the approval of the Member;

RESOLVED, that any one or more Authorized Officers and, to the extent required or permitted by the New Notes Indenture, any one or more other employees of the Company enumerated in the New Notes Indenture with respect to certain requests, orders and certificates, are authorized, in the name and on behalf of the Company, to execute and deliver such other agreements, documents, certificates and instruments as such Authorized Officer or other employee may approve as being necessary or appropriate in connection with the execution of the New Notes Indenture, such Authorized Officer’s or other employee’s execution thereof to be conclusive evidence of such approval, the approval of the Member, and the authority therefor hereunder;

RESOLVED, that any one or more Authorized Persons are authorized, in the name and on behalf of the Company, to take any and all such actions as such Authorized Person, upon the advice of counsel, deems necessary or appropriate to qualify the New Notes Indenture and any future supplemental indentures under the Trust Indenture Act of 1939, as amended (the “**Trust Indenture Act**”);

RESOLVED, that to effectuate the liens on the New Notes Collateral as contemplated by the terms and conditions of the New Notes Indenture, any one or more Authorized Officers are authorized, in the name and on behalf of the Company, to (1) pledge and assign the Company's rights, title and interest in, and/or grant a security interest in, the New Notes Collateral for the benefit of the holders of the New Notes, and (2) negotiate and approve the forms, terms and provisions of the New Notes Security Documents;

RESOLVED, that any one or more Authorized Officers are authorized, in the name and on behalf of the Company, to execute, acknowledge and deliver, and, where necessary, file any of the New Notes Security Documents and the other documents, instruments and certificates attached thereto or contemplated thereby, in such form and with such additional terms and changes as such Authorized Officer executing the same on behalf of the Company shall approve, such Authorized Person's execution and, where necessary, filing thereof to be conclusive evidence of such approval and the approval of the Member;

RESOLVED, that the Member hereby authorizes, consents to, ratifies, approves, confirms and adopts all actions heretofore taken by or on behalf of the Companies with respect to the matters contemplated by this written consent;

RESOLVED, that the Companies are hereby authorized to take actions pursuant to these resolutions, and to take such other actions as each of the Companies, through its Authorized Officers, deems necessary or appropriate to carry out the intent of this written consent;

RESOLVED, that the Secretary, any Assistant Secretary (or equivalent positions), or any Authorized Officer, of the such Company is hereby authorized, empowered and directed to certify these resolutions to the Trustee and others;

RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any Notes Transactions or other action to be taken in accordance with any requirement of any of the New Notes Indenture, New Notes Security Documents or other agreements or instruments described in the foregoing resolutions, shall in no manner derogate from the authority of the Authorized Officers to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

RESOLVED, that the authority conferred upon the Authorized Officers by these resolutions shall be in addition to, and shall in no way limit, such other authority as any such Authorized Officer may have with respect to the New Notes Indenture, New Notes Security Documents or the other transactions contemplated by these resolutions; and

RESOLVED, that the applicable Authorized Officers be, and each of them hereby is, authorized and directed to take all such further action and to execute and deliver all such further agreements, instruments and documents, in the name and on behalf of each of the Companies, under its corporate seals or otherwise, and to pay all such fees, expenses and taxes, as in his or her judgment shall be necessary, proper and advisable in order to fully carry out the intent and to accomplish the purposes of the foregoing resolutions.

RESOLVED, that the Companies are authorized to execute and deliver the Loan Documents, New Notes Security Documents and all other related documents, any of which may include a confession of judgment clause for the purpose of authorizing the use of executory process, waive the benefit of appraisal and statutory delays, and contain such other Louisiana security clauses as are customary in transactions of similar size, nature and complexity;

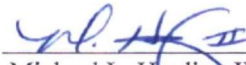
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[COUNTERPART SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has hereby duly executed this written consent as of the date first written above.

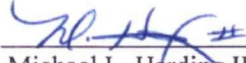
TALOS PRODUCTION LLC,

in its capacity as the sole member of **TALOS ERT LLC, TALOS GULF COAST LLC, TALOS ENERGY OFFSHORE LLC, TALOS ENERGY OPERATING GP LLC, TALOS ENERGY LLC** and **TALOS ENERGY INTERNATIONAL LLC**

By: 
Name: Michael L. Harding II
Title: Executive Vice President, Chief Financial Officer, and Treasurer


TALOS ERT LLC,

in its capacity as the sole member of **CKB PETROLEUM, LLC**

By: 
Name: Michael L. Harding II
Title: Executive Vice President, Chief Financial Officer, and Treasurer

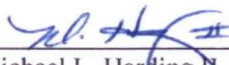
TALOS GULF COAST LLC,

in its capacity as the sole member of **TALOS GULF COAST ONSHORE LLC, TALOS GULF COAST OFFSHORE LLC, and TALOS MANAGEMENT INTERMEDIARY LLC**

By: 
Name: Michael L. Harding II
Title: Executive Vice President, Chief Financial Officer, and Treasurer

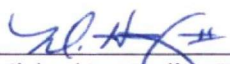
TALOS MANAGEMENT INTERMEDIARY LLC,

in its capacity as the managing member of **TALOS MANAGEMENT HOLDINGS LLC**

By: 
Name: Michael L. Harding II
Title: Executive Vice President, Chief Financial Officer, and Treasurer

TALOS ENERGY OPERATING GP LLC,


in its capacity as the managing member of **TALOS ENERGY OPERATING COMPANY LLC**

By: 
Name: Michael L. Harding II
Title: Executive Vice President, Chief Financial Officer, and Treasurer

TALOS ENERGY LLC,

SIGNATURE PAGE TO OMNIBUS RESOLUTIONS

in its capacity as the sole member of **TALOS
PETROLEUM LLC, TALOS ENERGY
HOLDINGS LLC, and TALOS ENERGY
PHOENIX LLC**

By: 
Name: Michael L. Harding II
Title: Executive Vice President, Chief Financial
Officer, and Treasurer

TALOS PETROLEUM LLC,

in its capacity as the sole member of **TALOS
RESOURCES LLC and STONE ENERGY
HOLDING, L.L.C.**

By: 
Name: Michael L. Harding II
Title: Executive Vice President, Chief Financial
Officer, and Treasurer