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January 25, 2021

BY UPS OVERNIGHT

BOEM
Gulf of Mexico OCS Region
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Maribel Robles

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

Category 1: Mortgage, Assignment of Production, Security Agreement, Fixture Filing, and Financing Statement, from Talos ERT LLC, Talos Energy Offshore LLC, Talos Energy Phoenix LLC, Talos Gulf Coast Offshore LLC, Talos Gulf Coast Onshore LLC, and Talos Resources LLC, to JPMorgan Chase Bank, N.A., as collateral agent (the "JPM LA Mortgage").

In order that third persons will be put on notice as to the execution and efficacy of the JPM LA Mortgage, please file the document, together with a copy of this letter, in the records of the following Federal Lease Records:

OCS-G08474

Two copies of each of the above described JPM LA Mortgage 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. Please evidence that the foregoing has been accomplished by signing a copy of this letter in the space below.

Sincerely,



Maribel Robles

Enclosures

BOEM, Gulf of Mexico OCS Region:

By: _____

Date: _____

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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 ERT LLC,
(Organizational ID: 4098427)**

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

**TALOS ENERGY PHOENIX LLC,
(Organizational ID: 6198093)**

**TALOS GULF COAST OFFSHORE LLC,
(Organizational ID: 4932768)**

**TALOS GULF COAST ONSHORE LLC,
(Organizational ID: 4901051)**

and

**TALOS RESOURCES LLC
(Organizational ID: 4537731)**

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 hereof (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 ERT LLC, a Delaware limited liability company ("ERT"), TALOS ENERGY OFFSHORE LLC, a Delaware limited liability company ("Offshore"), TALOS ENERGY PHOENIX LLC, a Delaware limited liability company ("Phoenix"), TALOS GULF COAST OFFSHORE LLC, a Delaware limited liability company ("Gulf Coast"), TALOS GULF COAST ONSHORE LLC, a Delaware limited liability company ("Onshore"), TALOS RESOURCES LLC, a Delaware limited liability company ("Resources" collectively with ERT, Offshore, Phoenix, Gulf Coast and Onshore, the "Mortgagors" and each a "Mortgagor"), whose respective employer identification numbers end in 8947, 6175, 7461, 3866, 5735 and 5413, and whose addresses are c/o Talos Production LLC, 500 Dallas Street, Suite 2000, 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 LLC, a Delaware limited liability company and a wholly-owned 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 even date herewith (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, executed a Guarantee dated as of even date herewith (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 I 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, immoveable 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 or 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 shall 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, 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, UCC 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 ERT LLC TALOS ENERGY OFFSHORE LLC TALOS ENERGY PHOENIX LLC TALOS GULF COAST OFFSHORE LLC TALOS GULF COAST ONSHORE LLC TALOS RESOURCES LLC
--------------------	--

Address of Mortgagor:	c/o Talos Production LLC 500 Dallas Street, Suite 2000 Houston, TX 77002-4727 Attention: Michael Harding Fax: (713) 351-4100
-----------------------	--

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, 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 \$1,500,000,000 (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.

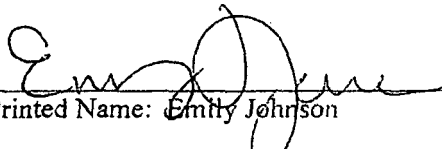
8.14 Reliance. Notwithstanding any reference herein to the Credit Agreement or any Secured Transaction Documents or other Credit Documents, no third party shall be obligated to inquire as to whether any term or condition set forth therein has occurred but shall be entitled to rely upon the certificate 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.

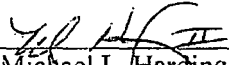
[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES BEGIN NEXT PAGE]

THUS DONE AND PASSED, on this 22 day of June, 2018, 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 Mortgagor and me, Notary Public, after due reading of the whole.

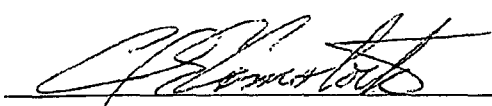
TALOS ERT LLC,
TALOS ENERGY OFFSHORE LLC,
TALOS ENERGY PHOENIX LLC,
TALOS GULF COAST OFFSHORE LLC,
TALOS GULF COAST ONSHORE LLC, and
TALOS RESOURCES LLC
each as a Mortgagor

WITNESSES:


Printed Name: Emily Johnson

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


Printed Name: Julie Pratt



Printed Name: Carl E. Comstock
NOTARY PUBLIC,
in and for State of Texas

My commission expires: March 12, 2022
Notarial No.: 11093979

[SEAL]

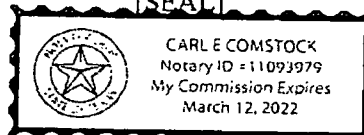


EXHIBIT A

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

TALOS ERT LLC Leases								
Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
Breton Sound 0052	BS 0052 ST LA	SL 17860	PROD	8/18/2003	A portion of tract 35576 containing 387.59 acres, more or less, as more fully described in State Lease No. 17860 dated August 18, 2003, executed by the State of Louisiana in favor of Fleetwood Resources, Inc., recorded in COB 1055, PG 632, Entry 03007020, INSO FAR AND ONLY INSO FAR to all rights below the base of the Uvig 3b1 sand as seen (i) from 11,082' - 11,182' MD wireline log measurement in the Century - SL 17861 #2 well as per the HD 5"=100' induction log and (ii) from 11,440' - 11,544' MD wireline log as to all lands included in Voluntary Unit C, Breton Sound Block 53 Field, as identified as Tract No. 2 (containing 387.59 acres), as established by Voluntary Unit Agreement dated July 12, 2006 recorded in COB 1121, PG 679, File 2006-00004708	387.59	Upstream Exploration, LLC	WI
Breton Sound 0052	BS 0052 ST LA	SL 17861	PROD	8/18/2003	A portion of tract 35577 containing 337.22 acres, more or less, as more fully described in State Lease No. 17861 dated August 18, 2003, executed by the State of Louisiana in favor of Fleetwood Resources, Inc., recorded in COB 1055, PG 644, Entry 03007021 INSO FAR AND ONLY INSO FAR to all rights below the base of the Uvig 3b1 sand as seen (i) from 11,082' - 11,182' MD wireline log measurement in the Century - SL 17861 #2 well as per the HD 5"=100' induction log and (ii) from 11,440' - 11,544' MD wireline log as to all lands included in Voluntary Unit C, Breton Sound Block 53 Field, as identified as Tract No. 1 (containing 337.22 acres), as established by Voluntary Unit Agreement dated July 12, 2006 recorded in COB 1121, PG 679, File 2006-00004708	337.22	Upstream Exploration, LLC	WI
East Cameron 345	EC 0345	OCS-G 15156	PROD	8/1/1995	All of Block 345, East Cameron Area, South Addition.	2500.00	Renaissance Offshore, LLC	RT
East Camcron 345	EC 0360	OCS-G 15158	PROD	9/1/1995	All of Block 360, East Cameron Area, South Addition, INSO FAR AND ONLY INSO FAR as the lease pertains to those depths from the surface down to and including the stratigraphic equivalent of the salt ("salt" as seen in the Mobil OCS-G 5396 Well #1 in EC 360 at 10,275' TVD).	5000.00	Renaissance Offshore, LLC	OP
East Cameron 346	EC 0346	OCS-G06655	HBP	6/1/1984	All of Block 346, East Cameron Area, South Addition.	5000.00	Energy Resource Technology GOM, LLC	RT, OR
East Cameron 346	EC 0346	OCS-G06655	PROD	6/1/1984	All of Block 346, East Cameron Area, South Addition, INSO FAR AND ONLY INSO FAR AS the lease covers operating rights from the surface down to the stratigraphic equivalent of the deepest productive reservoir discovered in the field, which is defined as the base of the Lentic Stray Sand as seen in the OCS-G 6655 Well No. A-8 on the Phasor Induction/LS Sonic/GR log at 9702' MD.	5000.00	Energy Resource Technology GOM, LLC	OP

Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
East Cameron 346	EC 0346	OCS-G 06655	PROD	6/1/1984	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 06655, dated effective June 1, 1984 from the United States of America, as Lessor, to Mark Producing, Inc., as Lessee, covering all of Block 346, East Cameron Area, South Addition, OCS Leasing Map, Louisiana Map No. 2A, and containing approximately 5,000 acres.	5000	Energy Resource Technology GOM, LLC	Record Title
East Cameron 346	EC 0346	OCS-G 06655	PROD	6/1/1984	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 06655, dated effective June 1, 1984 from the United States of America, as Lessor, to Mark Producing, Inc., as Lessee, covering all of Block 346, East Cameron Area, South Addition, OCS Leasing Map, Louisiana Map No. 2A, and containing approximately 5,000 acres, INsofar AND ONLY INsofar AS the lease covers operating rights from the surface down to the stratigraphic equivalent of the deepest productive reservoir discovered in the field, which is defined as the base of the Lentic Stray Sand as seen in the OCS-G 6655 Well No. A-8 on the Phasor Induction/LS Sonic/GR log at 9702' MD	--	Energy Resource Technology GOM, LLC	Operating Rights
Eugene Island 302	EI 302	OCS-G 21642	PROD	6/1/2000	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 21642, dated effective June 1, 2000 from the United States of America, as Lessor, to Remington Oil and Gas Corporation, as Lessee, covering all of Block 302, Eugene Island Area, South Addition, OCS Leasing Map, Louisiana Map No. 4A, and containing approximately 5,000 acres.	5000	Energy Resource Technology GOM, LLC	Record Title
Eugene Island 302	EI 302	OCS-G 21642	PROD	6/1/2000	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 21642, dated effective June 1, 2000 from the United States of America, as Lessor, to Remington Oil and Gas Corporation, as Lessee, covering all of Block 302, Eugene Island Area, South Addition, OCS Leasing Map, Louisiana Map No. 4A, and containing approximately 5,000 acres, limited as to those depths from 11,500' TVD through 50,000' TVD below the surface of the earth.	--	Energy Resource Technology GOM, LLC	Operating Rights
Garden Banks 463	GB 463	OCS-G 26655	PROD	11/1/2004	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 26655, dated effective November 1, 2004 from the United States of America, as Lessor, to Remington Oil and Gas Corporation, as Lessee, covering all of Block 463, Garden Banks, OCS Official Protraction Diagram, NG 15-02, and containing 5,760 acres, more or less, as to the E1/2; E1/2W1/2; E1/2W1/2W1/2; W1/2NW1/4NW1/4; and NW1/4SW1/4NW1/4 of Block 463, Garden Banks area.	5310	Energy Resource Technology GOM, LLC	Record Title

Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
Garden Banks 463	GB 463	OCS-G 26655	PROD	11/1/2004	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 26655, dated effective November 1, 2004 from the United States of America, as Lessor, to Remington Oil and Gas Corporation, as Lessee, covering all of Block 463, Garden Banks, OCS Official Protraction Diagram, NG 15-02, and containing 5,760 acres, more or less, as to the W1/2W1/2SW1/4; SW1/4SW1/4NW1/4 of Block 463, Garden Banks area.	450	Energy Resource Technology GOM, LLC	Record Title
Garden Banks 506	GB506	OCS-G 26664	PROD	12/01/2004	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 26664, dated effective December 1, 2004 from the United States of America, as Lessor, to Remington Oil and Gas Corporation, as Lessee, covering all of Block 506, Garden Banks, OCS Official Protraction Diagram, NG 15-02, and containing 5,760 acres, more or less, as to the S1/2; NW1/4; W1/2NE1/4; W1/2NE1/4NE1/4; W1/2SE1/4NE1/4; SE1/4SE1/4NE1/4 of Block 506, Garden Banks.	5490	Energy Resource Technology GOM, LLC	Record Title
Garden Banks 506	GB506	OCS-G 26664	PROD	12/1/2004	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 26664, dated effective December 1, 2004 from the United States of America, as Lessor, to Remington Oil and Gas Corporation, as Lessee, covering all of Block 506, Garden Banks, OCS Official Protraction Diagram, NG 15-02, and containing 5,760 acres, more or less, as to the E1/2NE1/4NE1/4; NE1/4SE1/4NE1/4 of Block 506, Garden Banks.	270	Energy Resource Technology GOM, LLC	Record Title
Garden Banks 506	GB506	OCS-G 26664	PROD	12/1/2004	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 26664, dated effective December 1, 2004 from the United States of America, as Lessor, to Remington Oil and Gas Corporation, as Lessee, covering all of Block 506, Garden Banks, OCS Official Protraction Diagram, NG 15-02, and containing 5,760 acres, more or less, INsofar AND ONLY INsofar as to the Operating Rights covering the W1/2 W1/2 and W1/2 E1/2 W1/2 of Block 506, Garden Banks, limited in depth from 13,635' SSTVD to 14,071' SSTVD.	--	Energy Resource Technology GOM, LLC	Operating Rights
Garden Banks 667	GB 667	OCS-G 17406	UNIT	1/1/1997	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 17406, dated effective January 1, 1997 from the United States of America, as Lessor, to Mariner Energy, Inc. and Sun Operating Limited Partnership, as Lessees, covering all of Block 667, Garden Banks, OCS Official Protraction Diagram, NG 15-2, and containing 5,760 acres, more or less.	5760	Anadarko Petroleum Corporation	Record Title

Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
Garden Banks 668	GB 668	OCS-G 17407	UNIT	1/1/1997	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 17407, dated effective January 1, 1997 from the United States of America, as Lessor, to Mariner Energy, Inc. and Sun Operating Limited Partnership, as Lessees, covering all of Block 668, Garden Banks, OCS Official Protraction Diagram, NG 15-2, and containing 5,760 acres, more or less.	5760	Anadarko Petroleum Corporation	Record Title
Garden Banks 669	GB 669	OCS-G 17408	UNIT	1/1/1997	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 17408, dated effective January 1, 1997 from the United States of America, as Lessor, to Vastar Resources, Inc., as Lessee, covering all of Block 669, Garden Banks, OCS Official Protraction Diagram, NG 15-2, and containing 5,760 acres, more or less.	5760	Anadarko Petroleum Corporation	Record Title
Green Canyon 236	GC 236	OCS-G 34971	PROD	9/1/2013	All of Block 236, Green Canyon, as shown on OCS Official Protraction Diagram, NG15-03.	5760	Energy Resource Technology GOM, LLC	Record Title
Green Canyon 237	GC 237	OCS-G 15563	PROD	9/1/1995	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 15563, dated effective September 1, 1995 from the United States of America, as Lessor, to Chevron U.S.A. Inc. and BHP Petroleum (Americas) Inc., as Lessees, covering all of Block 237, Green Canyon, OCS Official Protraction Diagram, NG 15-3, and containing 5,760 acres, more or less.	5760	Energy Resource Technology GOM, LLC	Record Title
Green Canyon 238	GC 238	OCS-G 26302	PROD	7/1/2004	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 26302, dated effective July 1, 2004 from the United States of America, as Lessor, to Noble Energy, Inc. and BHP Petroleum (Deepwater) Inc., as Lessees, covering all of Block 238, Green Canyon, OCS Official Protraction Diagram, NG 15-03, and containing 5,760 acres, more or less.	5760	Energy Resource Technology GOM, LLC	Record Title
Green Canyon 280	GC 280	OCS-G 35658	Primary Term	7/1/2015	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 35658, dated effective July 1, 2015 from the United States of America, as Lessor, to Talos Energy Offshore LLC and Deep Gulf Energy III, LLC, as Lessees, covering all of Block 280, Green Canyon, OCS Official Protraction Diagram, NG 15-03, and containing 5,760 acres, more or less.	5760	Energy Resource Technology GOM, LLC	Record Title

Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
Green Canyon 281	GC 281	OCS-G 33242	PROD	6/1/2009	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 33242, dated effective June 1, 2009 from the United States of America, as Lessor, to Energy Resource Technology GOM, Inc., as Lessee, covering all of Block 281, Green Canyon, OCS Official Protraction Diagram, NG 15-03, and containing 5,760 acres, more or less.	5760	Energy Resource Technology GOM, LLC	Record Title
Green Canyon 281	GC 281	OCS-G 33242	PROD	6/1/2009	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 33242, dated effective June 1, 2009 from the United States of America, as Lessor, to Energy Resource Technology GOM, Inc., as Lessee, covering the NE1/4 NW1/4 NW1/4; S1/2 NW1/4 NW1/4; W1/2 NE1/4 NW1/4; SW1/4 NW1/4; W1/2 SE1/4 NW1/4; N1/2 NW1/4 SW1/4; NW1/4 NE1/4 SW1/4 of Block 281, Green Canyon, from 19,022' SSTVD to 22,000' SSTVD	--	Energy Resource Technology GOM, LLC	Operating Rights
Green Canyon 282	GC 282	OCS-G 16727	PROD	9/1/1996	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 16727, dated effective September 1, 1996 from the United States of America, as Lessor, to Vastar Resources, Inc., as Lessee, covering all of Block 282, Green Canyon, OCS Official Protraction Diagram, NG 15-3, and containing 5,760 acres, more or less.	5760	Energy Resource Technology GOM, LLC	Record Title
GI 0019	GI 0019 ST LA	SL 20581	PROD	4/13/2011	A portion of Tract 42012 containing 235.4 acres, more or less, as more fully described in State Lease No. 20581 dated April 13, 2011, executed by the State of Louisiana in favor of Destin Resources LLC & Reserves Management, L.C., recorded in COB 1245, PG 827, Entry 2011-00001848, Plaquemines Parish, Louisiana.	235.40	Energy Resource Technology GOM, LLC	WI
High Island A556	HI A556	OCS-G 06238	PROD	9/1/1983	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 06238, dated effective September 1, 1983 from the United States of America, as Lessor, to TXP Operating Company and Amerada Hess Corporation, as Lessees, covering all of Block A-556, High Island Area, South Addition, OCS Leasing Map, Texas Map No. 7B, and containing approximately 5,760 acres.	5760	Energy Resource Technology GOM, LLC	Record Title
High Island A557	HI A557	OCS-G 03484	PROD	8/1/1977	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 03484, dated effective August 1, 1977 from the United States of America, as Lessor, to Marathon Oil Company and Amerada Hess Corporation, as Lessees, covering all of Block A-557, High Island Area, South Addition, as shown on OCS Official Leasing Map, Texas Map No. 7B, and containing approximately 5,760 acres.	5760	Energy Resource Technology GOM, LLC	Record Title

Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
Ship Shoal 223	SS 223	OCS-G 01526	PROD	7/1/1967	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 01526, dated effective July 1, 1967 from the United States of America, as Lessor, to Ocean Drilling & Exploration Company, as Lessee, covering all of Block 223, Ship Shoal Area, Official Leasing Map, Louisiana Map No. 5, and containing approximately 5,000 acres, as to the NE1/4SE1/4NE1/4; S1/2SE1/4NE1/4; SE1/4 of Block 223, Ship Shoal Area.	1484.375	Energy Resource Technology GOM, LLC	Record Title
Ship Shoal 223	SS 223	OCS-G 01526	PROD	7/1/1967	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 01526, dated effective July 1, 1967 from the United States of America, as Lessor, to Ocean Drilling & Exploration Company, as Lessee, covering all of Block 223, Ship Shoal Area, Official Leasing Map, Louisiana Map No. 5, and containing approximately 5,000 acres, as to the N1/2NE1/4; SW1/4NE1/4; NW1/4SE1/4NE1/4; NW1/4; NW1/4NW1/4SW1/4 of Block 223, Ship Shoal Area.	2343.75	Energy Resource Technology GOM, LLC	Record Title
Ship Shoal 223	SS 223	OCS-G 01526	PROD	7/1/1967	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 01526, dated effective July 1, 1967 from the United States of America, as Lessor, to Ocean Drilling & Exploration Company, as Lessee, covering all of Block 223, Ship Shoal Area, Official Leasing Map, Louisiana Map No. 5, and containing approximately 5,000 acres, as to the NE1/4SW1/4; NE1/4NW1/4SW1/4; S1/2NW1/4SW1/4; S1/2SW1/4 of Block 223, Ship Shoal Area.	1171.875	Energy Resource Technology GOM, LLC	Record Title
Ship Shoal 224	SS 224	OCS-G 01023	PROD	6/1/1962	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 01023, dated effective June 1, 1962 from the United States of America, as Lessor, to Murphy Corporation, as Lessee, covering all of Block 224, Ship Shoal Area, as shown on Official Leasing Map, Louisiana Map No. 5, Louisiana Offshore Operations, and containing approximately 5,000 acres, as to the SW1/4NE1/4NW1/4; SE1/4NW1/4NW1/4; N1/2S1/2NW1/4; SW1/4SW1/4NW1/4; W1/2NW1/4SW1/4; S1/2SW1/4; NE1/4NE1/4 SE1/4; W1/2SW1/4SE1/4; SE1/4SW1/4NW1/4; S1/2SE1/4NW1/4; E1/2NW1/4SW1/4; NE1/4SW1/4; NW1/4NW1/4SE1/4; SW1/4NW1/4SE1/4; SE1/4NW1/4SE1/4; E1/2SW1/4SE1/4; S1/2NE1/4SE1/4; SE1/4SE1/4 of Block 224, Ship Shoal Area.	3125	Energy Resource Technology GOM, LLC	Record Title

Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
Ship Shoal 224	SS 224	OCS-G 01023	PROD	6/1/1962	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 01023, dated effective June 1, 1962 from the United States of America, as Lessor, to Murphy Corporation, as Lessee, covering all of Block 224, Ship Shoal Area, as shown on Official Leasing Map, Louisiana Map No. 5, Louisiana Offshore Operations, and containing approximately 5,000 acres, as to the NE1/4; N1/2N1/2NW1/4; SW1/4NW1/4NW1/4; SE1/4NE1/4NW1/4; NW1/4NE1/4SE1/4; NE1/4NW1/4SE1/4 of Block 224, Ship Shoal Area.	1875	Energy Resource Technology GOM, LLC	Record Title
Ship Shoal 225	SS 225	OCS-G 01984	PROD	9/01/1970	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 01984, dated effective September 1, 1970 from the United States of America, as Lessor, to Southern Natural Gas Company, as Lessee, covering the North half (N/2) of Block 225, Ship Shoal Area, Official Leasing Map, Louisiana Map No. 5, and containing approximately 2,500 acres.	2500	Energy Resource Technology GOM, LLC	Record Title
South Marsh Island 107	SM 107	OCS-G 02130	PROD	12/1/1971	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 02130, dated effective December 1, 1971 from the United States of America, as Lessor, to Texaco Inc., as Lessee, covering all of Block 107, South Marsh Island Area, South Addition, as shown on Official Leasing Map, Louisiana Map No. 3C, and containing approximately 5,000 acres.	5000	Talos Energy Offshore LLC	Record Title
South Marsh Island 130	SM 130	OCS-G 02280	PROD	2/1/1973	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 02280, dated effective February 1, 1973 from the United States of America, as Lessor, to Shell Oil Company and Transcontinental Production Company, as Lessees, covering all of Block 130, South Marsh Island Area, South Addition, Official Leasing Map, Louisiana Map No. 3C, and containing approximately 5,000 acres.	5000	Energy Resource Technology GOM, LLC	Record Title
South Marsh Island 131	SM 131	OCS-G 02281	PROD	1/1/1973	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 02281, dated effective January 1, 1973 from the United States of America, as Lessor, to Shell Oil Company and Transcontinental Production Company, as Lessees, covering all of Block 131, South Marsh Island Area, South Addition, Official Leasing Map, Louisiana Map No. 3C, and containing approximately 5,000 acres.	5000	Energy Resource Technology GOM, LLC	Record Title
SP 0089	SP 0086	OCS-G05687	PROD	7/1/1983	All of Block 86, South Pass Area, South and East Addition	5000.00	Northstar Offshore Group, LLC	Record Title
SP 0089	SP 0087	OCS-G07799	PROD	9/1/1985	All of Block 87, South Pass Area, South and East Addition	3540.45	Fieldwood Energy LLC	Record Title

Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
SP 0089	SP 0089	OCS-G01618	PROD	7/1/1967	All of Block 89, South Pass Area, South and East Addition	5000.00	Fieldwood Energy LLC/Northstar Offshore Group, LLC	Record Title
South Timbalier 63	ST 63	OCS 00599	PROD	9/1/1955	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS 00599, dated effective September 1, 1955 from the United States of America, as Lessor, to The California Company, as Lessee, covering all of Block 63, South Timbalier Area, as shown on Official Leasing Map, Louisiana Map No. 6, and containing approximately 5,000 acres	5000	Energy Resource Technology GOM, LLC	Record Title
South Timbalier 86	ST 86	OCS 00605	PROD	9/1/1955	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS 00605, dated effective September 1, 1955 from the United States of America, as Lessor, to Sinclair Oil & Gas Co., as Lessee, covering the North half (N/2) of Block 86, South Timbalier Area, as shown on Official Leasing Map, Louisiana Map No. 6, and containing approximately 2,500 acres, as to the NE1/4; S1/2NW1/4 of Block 86, South Timbalier and Bay Marchand Areas	1875	Energy Resource Technology GOM, LLC	Record Title
South Timbalier 86	ST 86	OCS 00605	PROD	9/1/1955	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS 00605, dated effective September 1, 1955 from the United States of America, as Lessor, to Sinclair Oil & Gas Co., as Lessee, covering the North half (N/2) of Block 86, South Timbalier Area, as shown on Official Leasing Map, Louisiana Map No. 6, and containing approximately 2,500 acres, as to the N1/2NW1/4 of Block 86, South Timbalier and Bay Marchand Areas	625	Energy Resource Technology GOM, LLC	Record Title
Vermillion 314	VR 314	OCS-G 05438	PROD	7/1/1983	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 05438, dated effective July 1, 1983 from the United States of America, as Lessor, to Amoco Production Company, as Lessee, covering all of Block 314, Vermilion Area, South Addition, OCS Leasing Map, Louisiana Map No. 3B, and containing approximately 5,000 acres, as to the S1/2 of Block 314, Vermilion Area, South Addition, intervals from the surface down to, but not below, the depth of 10,000 feet TVD	2500	Energy Resource Technology GOM, LLC	Operating Rights
Vermillion 331	VR 331	OCS-G 02572	PROD	5/1/1974	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 02572, dated effective May 1, 1974 from the United States of America, as Lessor, to Signal Oil & Gas Company, as Lessee, covering all of Block 331, Vermilion Area, South Addition, as shown on OCS Louisiana Leasing Map, LA3B, and containing approximately 5,000 acres.	5000	Energy Resources Technology GOM, LLC	Record Title

EXHIBIT A
Talos Energy Offshore LLC Leases

Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
East Cameron 265	EC 265	OCS-G 00972	PROD	6/1/1962	All of Block 265, East Cameron Area, South Addition, as shown on OCS Louisiana Leasing Map, LA2A	5000	Fieldwood Energy LLC	Record Title
East Cameron 265	EC 278	OCS-G 00974	PROD	6/1/1962	All of Block 278, East Cameron Area, South Addition, as shown on OCS Louisiana Leasing Map, LA2A	5000	Fieldwood Energy LLC	Record Title
East Cameron 265	EC 265	OCS-G 00972	PROD	6/1/1962	All of Block 265, East Cameron Area, South Addition, as shown on OCS Louisiana Leasing Map, LA2A, INsofar & ONLY INsofar as to those depths lying above 100' below the base of the C-4 Sand as found in the EC265 #A-1 Well at an MD of 9,613' (TVD of 9,613'); LESS & EXCEPT the N1/2NE1/4SE1/4 of Block 265, East Cameron Area, South Addition, from a subsea TVD of 6,517' to a subsea TVD of 6,824', also being the stratigraphic equivalent of the A-4 and A-5 Sands as seen in the OCS-G 0972 Well No. B-3 Sidetrack 2 from a measured depth of 10,458' to 11,004' (shallow rights)	156.25	Fieldwood Energy LLC	Record Title/ Operating Rights
East Cameron 265	EC 278	OCS-G 00974	PROD	6/1/1962	All of Block 278, East Cameron Area, South Addition, as shown on OCS Louisiana Leasing Map, LA2A, INsofar & ONLY INsofar as to those depths lying above 100' below the base of the 15,000' Sand as found in the EC278 #C-2 Well at an MD of 15,113' (TVD of 14,679'); LESS & EXCEPT the SW1/4NE1/4; NE1/4SE1/4NW1/4 of Block 278, East Cameron Area, South Addition, from the subsea TVD of 5,331' to a subsea TVD of 5,624' also being the stratigraphic equivalent of the 5,300' Sand as seen in the OCS-G 974 Well No. B-4 from a measured depth of 7,300' to 7,667' (shallow rights)	5000	Fieldwood Energy LLC	Record Title/ Operating Rights
East Cameron 265	EC 265	OCS-G 00972	PROD	6/1/1962	All of Block 265, East Cameron Area, South Addition, as shown on OCS Louisiana Leasing Map, LA2A, INsofar & ONLY INsofar as to those depths lying below 100' below the base of the C-4 Sand as found in the EC265 #A-1 Well at an MD of 9,613' (TVD of 9,613'); LESS & EXCEPT the N1/2NE1/4SE1/4 of Block 265, East Cameron Area, South Addition, from a subsea TVD of 6,517' to a subsea TVD of 6,824', also being the stratigraphic equivalent of the A-4 and A-5 Sands as seen in the OCS-G 0972 Well No. B-3 Sidetrack 2 from a measured depth of 10,458' to 11,004' (deep rights)	156.25	Fieldwood Energy LLC	Record Title/ Operating Rights
East Cameron 265	EC 278	OCS-G 00974	PROD	6/1/1962	All of Block 278, East Cameron Area, South Addition, as shown on OCS Louisiana Leasing Map, LA2A, INsofar & ONLY INsofar as to those depths lying below 100' below the base of the 15,000' Sand as found in the EC278 #C-2 Well at an MD of 15,113' (TVD of 14,679'); LESS & EXCEPT the SW1/4NE1/4; NE1/4SE1/4NW1/4 of Block 278, East Cameron Area, South Addition, from the subsea TVD of 5,331' to a subsea TVD of 5,624' also being the stratigraphic equivalent of the 5,300' Sand as seen in the OCS-G 974 Well No. B-4 from a measured depth of 7,300' to 7,667' (deep rights)	5000	Fieldwood Energy LLC	Record Title/ Operating Rights
East Cameron 265	EC 265	OCS-G 00972	PROD	6/1/1962	N1/2NE1/4SE1/4 of Block 265, East Cameron Area, South Addition, from a subsea TVD of 6,517' to a subsea TVD of 6,824', also being the stratigraphic equivalent of the A-4 and A-5 Sands as seen in the OCS-G 0972 Well No. B-3 Sidetrack 2 from a measured depth of 10,458' to 11,004'	156.25	Fieldwood Energy LLC	Operating Rights
East Cameron 265	EC 278	OCS-G 00974	PROD	6/1/1962	SW1/4NE1/4; NE1/4SE1/4NW1/4 of Block 278, East Cameron Area, South Addition, from the subsea TVD of 5,331' to a subsea TVD of 5,624' also being the stratigraphic equivalent of the 5,300' Sand as seen in the OCS-G 974 Well No. B-4 from a measured depth of 7,300' to 7,667'	391	Fieldwood Energy LLC	Operating Rights

Field	Area/Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
Eugene Island 057	EI 057	OCS-G 02501	PROD	10/1/2011	NW1/4NW1/4; W1/2NE1/4NW1/4 of Block 57, Eugene Island Area, as to those depths from the surface of the earth down to 100' below the stratigraphic equivalent of the base of the "TL-5" sand occurring at 12,100' MD, as seen in the Marathon Oil Company OCS-G 2894 Well No. 12.	468.75	Talos Energy Offshore LLC	Operating Rights
Eugene Island 057	EI 057	OCS-G 02601	PROD	10/1/2011	NW1/4NW1/4; W1/2NE1/4NW1/4 of Block 57, Eugene Island Area, as to those depths from 100' below the stratigraphic equivalent of the base of the "TL-5" sand occurring at 12,100' MD as seen in the Marathon Oil Company OCS-G 2894 Well No. 12, Eugene Island Area, Block 57 to 100 feet below the stratigraphic equivalent of 12,750 feet TVD as seen in the log of the Bois d'Arc Offshore Ltd. OCS-G 2601 No. 14 Well.	468.75	Talos Energy Offshore LLC	Operating Rights
Ewing Bank 305	EW 306	OCS-G 07917	PROD	7/1/1985	All of Block 306, Ewing Bank, as shown on OCS Official Protection Diagram, NH15-12	2459.43	Talos Energy Offshore LLC	Record Title
Ewing Bank 305	EW 306	OCS-G 07917	PROD	7/1/1985	All of Block 306, Ewing Bank, as shown on OCS Official Protection Diagram, NH15-12, INSOFAR AND ONLY INSOFAR AS those depths from the surface of the earth down to 19,000 feet TVD	2459.43	Talos Energy Offshore LLC	Record Title/ Operating Rights
Ewing Bank 305	EW 306	OCS-G 07917	PROD	7/1/1985	All of Block 306, Ewing Bank, INSOFAR AND ONLY INSOFAR AS those depths from 19,000 feet TVD to 100,000 feet TVD.	2459.43	Talos Energy Offshore LLC	Operating Rights
Green Canyon 236	GC 236	OCS-G 34971	PROD	9/1/2013	All of Block 236, Green Canyon, as shown on OCS Official Protection Diagram, NG15-03.	5760	Talos ERT LLC	Record Title
Green Canyon 237	GC 237	OCS-G 15563	PROD	9/1/1995	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 15563, dated effective September 1, 1995 from the United States of America, as Lessor, to Chevron U.S.A. Inc. and BHP Petroleum (Americas) Inc. as Lessees, covering all of Block 237, Green Canyon, OCS Official Protection Diagram, NG 15-3, and containing 5,760 acres, more or less	5760	Talos ERT LLC	Record Title
Green Canyon 238	GC 238	OCS-G 26302	PROD	7/1/2004	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 26302, dated effective July 1, 2004 from the United States of America, as Lessor, to Noble Energy, Inc. and BHP Petroleum (Deepwater) Inc., as Lessees, covering all of Block 238, Green Canyon, OCS Official Protection Diagram, NG 15-03, and containing 5,760 acres, more or less	5760	Talos ERT LLC	Record Title
Green Canyon 280	GC 280	OCS-G 35658	Primary Term	7/1/2015	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 35658, dated effective July 1, 2015 from the United States of America, as Lessor, to Talos Energy Offshore LLC and Deep Gulf Energy III, LLC, as Lessee, covering all of Block 280, Green Canyon, OCS Official Protection Diagram, NG 15-03, and containing 5,760 acres, more or less	5760.00	Talos ERT LLC	Record Title
Green Canyon 281	GC 281	OCS-G 33242	PROD	6/1/2009	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 33242, dated effective June 1, 2009 from the United States of America, as Lessor, to Energy Resource Technology GOM, Inc., as Lessee, covering all of Block 281, Green Canyon, OCS Official Protection Diagram, NG 15-02, and containing 5,760 acres, more or less.	5760	Talos ERT LLC	Record Title
Green Canyon 281	GC 281	OCS-G 33242	PROD	6/1/2009	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 33242, dated effective June 1, 2009 from the United States of America, as Lessor, to Energy Resource Technology GOM, Inc., as Lessee, covering the NE1/4 NW1/4; S1/2 NW1/4 NW1/4; W1/2 NE1/4 NW1/4; SW1/4 NW1/4; W1/2 SE1/4 NW1/4; N1/2 NW1/4 SW1/4; NW1/4 NE1/4 SW1/4 of Block 281, Green Canyon, from 19,022' SSTVD to 22,000' SSTVD	-	Talos ERT LLC	Operating Rights

Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
Green Canyon 282	GC 282	OCS-G 16727	PROD	9/1/1996	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 16727, dated effective September 1, 1996 from the United States of America, as Lessor, to Vastar Resources, Inc., as Lessee, covering all of Block 282, Green Canyon, OCS Official Protraction Diagram, NG 15-3, and containing 5,760 acres, more or less.	5760	Talos ERT LLC	Record Title
Main Pass 074	MP 072	SL 6894	PROD	2/16/1976	State Lease No. 6894, dated 2/16/76, by & between the State of LA, as Lessor, and Exxon Corporation as Lessee, recorded in COB 430, folio 56 of the records of Plaquemines Parish, LA, covering a portion of Main Pass Block 72, as to those depths from the surface down to the strat. equiv. of 14,940' MD in the Mobil MP72 OCS-G 03417 #B-3 Well; LESS & EXCEPT that portion and depths of said lease which lie within a 320-acre tract limited to depths from the surface of the earth down to the strat. equiv. of the base of the Puma (10,400') sand reservoir encountered at a depth of 12,168' MD, 10,592' TVD, in SL #6894 well No. B-2, as further defined in that certain Sublease, dated 1/7/97 by and between Exxon Corporation & Mobil Oil Exploration & Producing Southeast, Inc., et al. (MOEPSI, et al) approved by the State of LA - State Mineral Board, Resolution No. 20 on 5/14/97; LESS & EXCEPT that portion and depths of said lease which lie within an 80.17-acre tract limited to depths from the surface of the earth down to the strat. equiv. of the base of the BA-5 Reservoir encountered at a depth of 10,000' MD, 9,105' TVD in the SL #6894 well No. B-1, as further defined in that certain Sublease, dated 10/29/96, by and between Exxon Corporation and MOEPSI, et al., approved by the State of LA - State Mineral Board, Resolution No. 21 on 5/14/97; AND LESS & EXCEPT that portion and depths of said lease which lie within a 33,704-acre tract within the PUMA RB SUA, limited to depths from the surface of the earth down to 100' below the strat. equiv. of the base of the PUMA Sand reservoir encountered at a depth of 11,950' MD in the SL #6706 #A-1 Well, as further defined in that certain Sublease dated 1/15/04 by and between Exxon Corporation and PetroQuest Energy, LLC, et al., approved by the State of LA - State Mineral Board Resolution No. 21 on 3/10/04.	810.01	Talos Energy Offshore LLC	Record Title
Main Pass 074	MP 072	SL 6894	PROD	2/16/1976	State of Louisiana Lease for Oil, Gas and Other Liquid or Gaseous Minerals, State Lease No. 6894, dated February 16, 1976, by and between the State of Louisiana, as Lessor, and Exxon Corporation as Lessee, recorded in COB 430, folio 56 of the records of Plaquemines Parish, Louisiana, covering a portion of Main Pass Block 72, as to those depths below 14,940' MD in the Mobil MP72 OCS-G 03417 #B-3 Well.	810.01	Talos Energy Offshore LLC	Record Title
Main Pass 074	MP 072	OCS-G 03417	UNIT	1/1/2011	Portion of Block 72, Main Pass Area, INsofar AND ONLY INsofar AS said operating rights cover from the surface down to a subsea (SS) depth of 2,112 feet, and then only as to the SW1/4NW1/4SE1/4; NW1/4SW1/4SE1/4; and NE1/4SW1/4SE1/4, (MP72 "Cuprock" Area)	220.00	Talos Energy Offshore LLC	Operating Rights
Main Pass 074	MP 074	SL 6706	PROD	7/14/1975	State of Louisiana Lease for Oil, Gas and Other Liquid or Gaseous Minerals, State Lease No. 6706 by and between the State of Louisiana and Exxon Corporation, dated effective July 14, 1975, recorded in the Conveyance records of Plaquemines Parish, Louisiana under COB 421, Folio 577, Act. 115, as to those depths from the surface down to 14,940' MD in the Mobil MP72 OCS-G 03417 #B-3 Well; LESS & EXCEPT that portion and depths of said lease which lie within a 623,309-acre tract within the PUMA RB SUA, limited to depths from the surface of the earth down to 100' below the strat. equiv. of the base of the PUMA Sand reservoir encountered at a depth of 11,950' MD in the SL #6706 #A-1 Well, as further defined in that certain Sublease dated 1/15/04 by and between Exxon Corporation and PetroQuest Energy, LLC, et al., approved by the State of LA - State Mineral Board Resolution No. 21 on 3/10/04.	1890.301	Talos Energy Offshore LLC	Record Title
Main Pass 074	MP 074	SL 6706	PROD	7/14/1975	State of Louisiana Lease for Oil, Gas and Other Liquid or Gaseous Minerals, State Lease No. 6706 by and between the State of Louisiana and Exxon Corporation, dated effective July 14, 1975, recorded in the Conveyance records of Plaquemines Parish, Louisiana under COB 421, Folio 577, Act. 115, as to those depths below the stratigraphic equivalent of 14,940' MD in the Mobil MP72 OCS-G 03417 #B-3 Well	1890.301	Talos Energy Offshore LLC	Record Title

Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
Main Pass 074	MP 074	SL 13287	PROD	7/14/1988	State of Louisiana Lease for Oil, Gas and Other Liquid or Gaseous Minerals, State Lease No. 13287 dated September 19, 1988, by and between the State of Louisiana, as Lessor, and Exxon Corporation as Lessee, recorded in COB 695, folio 893 of the records of Plaquemines Parish, Louisiana, INSO FAR AND ONLY INSO FAR as said lease covers 92.35 acres situated within the O Sand RA SUA Unit created pursuant to State of LA OOC Order No. 1213-B, dated 7/12/2000, limited in depth as to those depths below the stratigraphic equivalent of the base of the "O" Sand (identified as the interval between 9,342' MD and 9,443' MD in the Ocean Energy, Inc. SL 13287 #1 Well), down to the stratigraphic equivalent of 14,940' MD in the Mobil MP72 OCS-G 03417 #B-5 Well.	92.35	Talos Energy Offshore LLC	Record Title
Main Pass 074	MP 074	SL 13287	PROD	7/14/1988	State of Louisiana Lease for Oil, Gas and Other Liquid or Gaseous Minerals, State Lease No. 13287 dated September 19, 1988, by and between the State of Louisiana, as Lessor, and Exxon Corporation as Lessee, recorded in COB 695, folio 893 of the records of Plaquemines Parish, Louisiana, INSO FAR AND ONLY INSO FAR as said lease covers 92.35 acres situated within the O Sand RA SUA Unit created pursuant to State of LA OOC Order No. 1213-B, dated 7/12/2000, limited in depth as to those depths below the stratigraphic equivalent of 14,940' MD in the Mobil MP72 OCS-G 03417 #B-5 Well.	92.35	Talos Energy Offshore LLC	Record Title
Main Pass 074	MP 076	SL 15042	PROD	9/18/1995	State of Louisiana Lease for Oil, Gas and Other Liquid or Gaseous Minerals, State Lease No. 15042 by and between the State of Louisiana, as Lessor, and Pogo Producing Company, as Lessee, dated effective September 18, 1995, recorded in the Conveyance records of Plaquemines Parish, Louisiana under COB 870, Folio 434; INSO FAR AND ONLY INSO FAR as said lease covers 217.65 acres situated within the O Sand RA SUA Unit created pursuant to State of LA OOC Order No. 1213-B, dated 7/12/2000, limited in depth as to those depths below the stratigraphic equivalent of the base of the "O" Sand (identified as the interval between 9,342' MD and 9,443' MD in the Ocean Energy, Inc. SL 13287 #1 Well), down to the stratigraphic equivalent of 14,940' MD in the Mobil MP72 OCS-G 03417 #B-5 Well.	217.65	Talos Energy Offshore LLC	Record Title
Main Pass 074	MP 076	SL 15042	PROD	9/18/1995	State of Louisiana Lease for Oil, Gas and Other Liquid or Gaseous Minerals, State Lease No. 15042 by and between the State of Louisiana, as Lessor, and Pogo Producing Company, as Lessee, dated effective September 18, 1995, recorded in the Conveyance records of Plaquemines Parish, Louisiana under COB 870, Folio 434; INSO FAR AND ONLY INSO FAR as said lease covers 217.65 acres situated within the O Sand RA SUA Unit created pursuant to State of LA OOC Order No. 1213-B, dated 7/12/2000, limited in depth as to those depths below the stratigraphic equivalent of 14,940' MD in the Mobil MP72 OCS-G 03417 #B-5 Well.	217.65	Talos Energy Offshore LLC	Record Title
Main Pass 314_315 Contract Area I	MP 314 / MP 315	OCS-G 33693 / OCS-G 08467	PROD	7/1/2010 / 7/1/1986	E/2E/2NE/4 of Block 314, Main Pass Area, South and East Addition, from the surface down to and including 7,930' feet subsea (SS/TVD); AND W/1/2NW1/4; W/1/2E1/2NW1/4 of Block 315, Main Pass Area, South and East Addition from surface to 7930' TVD. [MP 314_315 Contract Area I]	1250	Apache Shelf Exploration LLC / Fieldwood Energy LLC	Operating Rights
Ship Shoal 066	SS 066	SL 19749	UNIT	8/13/2008	State of Louisiana Lease for Oil, Gas and Other Liquid or Gaseous Minerals, State Lease No. 19749, by and between the State of Louisiana and Bois d'Arc Properties, LP, dated effective August 13, 2008, covering a portion Ship Shoal Block 66, recorded in the Conveyance Records of Terrebonne Parish, Louisiana under Book No. 2120, Page 850, Entry No. 1207174.	68.057	Talos Energy Offshore LLC	Record Title
Ship Shoal 066	SS 066	OA 40312	UNIT	4/14/2010	State of Louisiana Operating Agreement No. A0312 by and between the State Mineral Board of the State of Louisiana and Stone Energy Offshore, L.L.C., located in a portion of Ship Shoal Block 66, recorded in COB 2192, Page 757 File No. 1346488, Terrebonne Parish, Louisiana	102.671	Talos Energy Offshore LLC	Record Title

Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
Ship Shoal 066	SS 066	"H-2 VUA" SL 19749 OA A0312	UNIT	8/1/2009	H-2 VUA, as described in that certain Voluntary Unit Agreement between the State of Louisiana and Stone Energy Offshore, L.L.C. dated April 14, 2010, covering State of Louisiana Lease No. 19749 and Operating Agreement No. A0285 covering a portion of Ship Shoal Block 66.	170.728	Talos Energy Offshore LLC	Record Title
Ship Shoal 066	SS 066	SL 10830	UNIT	7/18/1983	State of Louisiana Lease for Oil, Gas and Other Liquid or Gaseous Minerals, State Lease No. 10830, by and between the State of Louisiana and Kaplyn Properties, Inc., dated effective July 18, 1983, covering a portion Ship Shoal Block 66, recorded in the Conveyance Records of Terrebonne Parish, Louisiana under Book No. 937 Entry No. 711686	67.13	Talos Energy Offshore LLC	Record Title
Ship Shoal 066	SS 066	SL 17595	UNIT	9/16/2002	State of Louisiana Lease for Oil, Gas and Other Liquid or Gaseous Minerals, State Lease No. 17595 dated September 16, 2002, by and between the State of Louisiana, as Lessor, and Bois D'Arc Offshore Ltd. as Lessee, recorded in COB 1793, folio 289, Entry No. 1132006, records of Terrebonne Parish, Louisiana, covering a portion of Ship Shoal Block 66	68.87	Talos Energy Offshore LLC	Record Title
Ship Shoal 066	SS 066	"Ship Shoal Block 66 VUA" SL 10830 SL 17595	UNIT	3/9/2005	Ship Shoal Block 66 VUA, as described in that certain Voluntary Unit Agreement between the State of Louisiana and Bois D'Arc Properties, LP dated March 9, 2005, covering State of Louisiana Lease Nos. 10830 and 17595 covering a portion of Ship Shoal Block 66	136	Talos Energy Offshore LLC	Record Title
Ship Shoal 066	SS 067	OCS-G 14492	PROD	7/1/1995	SW1/4SW1/4; W1/2SE1/4SW1/4 of Block 67, Ship Shoal Area. INsofar AND ONLY INsofar AS said lease covers depths from the surface of the earth down to 12,000' subsea	224.51	Talos Energy Offshore LLC	Operating Rights
Ship Shoal 066	SS 067	SL 17309	PROD	12/17/2001	State of Louisiana Lease for Oil, Gas and Other Liquid or Gaseous Minerals, State Lease No. 17309, covering a portion Ship Shoal Block 67, recorded in the Conveyance Records of Terrebonne Parish, Louisiana under Book No. 1765, Entry No. 114727.	279.97	Talos Energy Offshore LLC	Record Title
Ship Shoal 066	SS 067	OA A0285	PROD	5/9/2007	State of Louisiana Operating Agreement No. A0285 by and between the State Mineral Board of the State of Louisiana and Bois D'Arc Properties, LP, located in a portion of Ship Shoal Block 67, recorded in COB 2042, Page 841, File No. 1271254, Terrebonne Parish, Louisiana	75	Talos Energy Offshore LLC	Record Title
Ship Shoal 066	SS 068	OCS-G 02917	PROD	8/28/2008	NW1/4NW1/4; N1/2SW1/4NW1/4; NW1/4SE1/4NW1/4; W1/2NE1/4NW1/4, of Block 68, Ship Shoal Area, from the surface of the earth down to, but not below, a sub-sea depth of 10,020' which is 100' below the stratigraphic equivalent of the base of the T-9 Sand as seen on the electric log of the Bois d'Arc OCS-G 2917 No. 6 Well	702.04	Talos Energy Offshore LLC	Operating Rights
Ship Shoal 109 & 110	SS 109	OCS-G 21655	PROD	5/1/2000	All of Block 109, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5	5000	Talos Energy Offshore LLC	Record Title
Ship Shoal 111	SS 111	OCS-G 24924	PROD	6/1/2003	All of Block 111, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5	5000	Talos Energy Offshore LLC	Record Title
Ship Shoal 111	SS 120	OCS-G 24926	PROD	5/1/2003	W1/2 of Block 120, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5	2500	Talos Energy Offshore LLC	Record Title
Ship Shoal 198	SS 198	OCS-G 12355 & OCS 00593	PROD	9/1/1955	Joint Development Area between Block Elk, Stone & Apache covering a specific outlined area of Block 198, Ship Shoal Area, from surface down to and including the base of the "JN" Sand, defined as that certain sand seen at 9,820' MD in the OCS-G 0593 No. G-15 well (API No. 17-711-28067)	280	Renaissance Offshore, LLC	Contractual Operating Rights

Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
Ship Shoal 198	SS 198	OCS 00593	PROD	9/1/1955	E1/2NE1/4; E1/2W1/2NE1/4; S1/2NE1/4SW1/4; S1/2SW1/4; SE1/4 of Block 198, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5	2968.75	Talos Energy Offshore LLC	Record Title
Ship Shoal 198	SS 199	OCS 00594	PROD	9/1/1955	W1/2; W1/2W1/2NE1/4; W1/2NW1/4SE1/4; E1/4NW1/4SE1/4; SW1/4SE1/4; S1/2SE1/4SE1/4 of Block 199, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5	3515.625	Talos Energy Offshore LLC	Record Title
Ship Shoal 198	SS 198	OCS 00593	PROD	9/1/1955	E1/2NE1/4; E1/2W1/2NE1/4; S1/2NE1/4SW1/4; S1/2SW1/4; SE1/4 of Block 198, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5, IN SO FAR & ONLY IN SO FAR as to those depths lying above 100' below the base of the MM Sand at a Measured Depth of 12,360' (TVD of 11,962') as defined in the SS198 #K-2 Well; LESS & EXCEPT acreage lying within that certain Joint Development Area between Black Elk, Stone & Apache covering a specific outlined area of SS Block 198 as to depths from surface down to and including the base of the "JN" Sand defined as that certain sand seen at 9,820' MD in the OCS-G 0593 No. G-15 well (API No. 17-711-20067) (shallow rights)	2968.75	Talos Energy Offshore LLC	Record Title / Operating Rights
Ship Shoal 198	SS 198	OCS-G 12355	PROD	9/1/1955	NW1/4; W1/2W1/2NE1/4; N1/2NE1/4SW1/4; NW1/4SW1/4 of Block 198, Ship Shoal Area, IN SO FAR & ONLY IN SO FAR as to those depths lying above 100' below the base of the MM Sand at a Measured Depth of 12,360' (TVD of 11,962') as defined in the SS198 #K-2 Well; LESS & EXCEPT acreage lying within that certain Joint Development Area between Black Elk, Stone & Apache covering a specific outlined area of SS Block 198 as to depths from surface down to and including the base of the "JN" Sand defined as that certain sand seen at 9,820' MD in the OCS-G 0593 No. G-15 well (API No. 17-711-20067), and further LESS & EXCEPT all depths from the surface down to the base of the "MI" Sand. (shallow rights)	2031.25	Talos Energy Offshore LLC	Operating Rights
Ship Shoal 198	SS 199	OCS 00594	PROD	9/1/1955	W1/2; W1/2W1/2NE1/4; W1/2NW1/4SE1/4; E1/4NW1/4SE1/4; SW1/4SE1/4; S1/2SE1/4SE1/4 of Block 199, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5, IN SO FAR & ONLY IN SO FAR as to those depths lying above 100' below the base of the KJ1 Sand at a Measured Depth of 11,248' (TVD of 10,332') as defined in the SS199 #H-4 Well. (shallow rights)	3515.625	Talos Energy Offshore LLC	Record Title / Operating Rights
Ship Shoal 198	SS 199	OCS-G 12358	PROD	9/1/1955	E1/2NE1/4; E1/2W1/2NE1/4; NE1/4SE1/4; N1/2SE1/4SE1/4; NE1/4NW1/4SE1/4 of Block 199, Ship Shoal Area, IN SO FAR & ONLY IN SO FAR as to those depths lying above 100' below the base of the KJ1 Sand at a Measured Depth of 11,248' (TVD of 10,332') as defined in the SS199 #H-4 Well; LESS & EXCEPT all depths from the surface down to the base of the "MI" Sand (shallow rights)	1484.38	Talos Energy Offshore LLC	Operating Rights
Ship Shoal 198	SS 198	OCS 00593	PROD	9/1/1955	E1/2NE1/4; E1/2W1/2NE1/4; S1/2NE1/4SW1/4; S1/2SW1/4; SE1/4 of Block 198, IN SO FAR & ONLY IN SO FAR as to those depths lying below 100' below the base of the MM Sand at a Measured Depth of 12,360' (TVD of 11,962') as defined in the SS198 #K-2 Well; LESS & EXCEPT acreage lying within that certain Joint Development Area between Black Elk, Stone & Apache covering a specific outlined area of SS Block 198 as to depths from surface down to and including the base of the "JN" Sand defined as that certain sand seen at 9,820' MD in the OCS-G 0593 No. G-15 well (API No. 17-711-20067). (deep rights)	2968.75	Talos Energy Offshore LLC	Operating Rights
Ship Shoal 198	*SS 198	OCS-G 12355	PROD	9/1/1955	NW1/4; W1/2W1/2NE1/4; N1/2NE1/4SW1/4; NW1/4SW1/4 of Block 198, Ship Shoal Area, IN SO FAR & ONLY IN SO FAR as to those depths lying below 100' below the base of the MM Sand at a Measured Depth of 12,360' (TVD of 11,962') as defined in the SS198 #K-2 Well; LESS & EXCEPT acreage lying within that certain Joint Development Area between Black Elk, Stone & Apache covering a specific outlined area of SS Block 198 as to depths from surface down to and including the base of the "JN" Sand defined as that certain sand seen at 9,820' MD in the OCS-G 0593 No. G-15 well (API No. 17-711-20067), and further LESS & EXCEPT all depths from the surface down to the base of the "MI" Sand. (deep rights)	2031.25	Talos Energy Offshore LLC	Operating Rights

Field	Area Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
Ship Shoal 198	SS 199	OCS 00594	PROD	9/1/1955	W1/2; W1/2W1/2NE1/4; W1/2NW1/4SE1/4; SE1/4NW1/4SE1/4; SW1/4SE1/4; S1/2SE1/4SE1/4 of Block 199, Ship Shoal Area, INSO FAR & ONLY INSO FAR as to those depths lying below 100' below the base of the KH Sand at a Measured Depth of 11,248' (TVD of 10,332') as defined in the SS199 #11-4 Well, (deep rights)	3515.625	Talos Energy Offshore LLC	Operating Rights
Ship Shoal 198	SS 199	OCS-G 12358	PROD	9/1/1955	E1/2NE1/4; E1/2W1/2NE1/4; NE1/4SE1/4; N1/2SE1/4SE1/4; NE1/4NW1/4SE1/4 of Block 199, Ship Shoal Area, INSO FAR & ONLY INSO FAR as to those depths lying below 100' below the base of the KH Sand at a Measured Depth of 11,248' (TVD of 10,332') as defined in the SS199 #11-4 Well; LESS & EXCEPT all depths from the surface down to the base of the "MI" Sand, (deep rights)	1484.38	Talos Energy Offshore LLC	Operating Rights
South Marsh Island 108	SM 108	OCS 00792	PROD	5/1/1960	All of Block 108, South Marsh Island Area, South Addition, as shown on OCS Louisiana Leasing Map, LA3C	5000	Talos Energy Offshore LLC	Record Title
South Marsh Island 108	SM 108	OCS 00792	PROD	5/1/1960	All of Block 108, South Marsh Island Area, South Addition, as shown on OCS Louisiana Leasing Map, LA3C, from the surface of the earth down to those 8,786' TVD (100' above the base of the JQ sand at a measured depth of 8,885' TVD) as defined in the #1-2 well completed in 1982 (shallow rights)	5000	Talos Energy Offshore LLC	Record Title/ Operating Rights
South Marsh Island 108	SM 108	OCS 00792	PROD	5/1/1960	All of Block 108, South Marsh Island Area, South Addition, from below 8,786' TVD to 14,000' TVD.	5000	Talos Energy Offshore LLC	Operating Rights
South Marsh Island 108	SM 108	OCS 00792	PROD	5/1/1960	All of Block 108, South Marsh Island Area, South Addition, INSO FAR AND ONLY INSO FAR AS said operating rights cover all depths below 14,000 feet TVD.	5000	Talos Energy Offshore LLC	Operating Rights
South Marsh Island 288	SM 288	OCS-G 02316	PROD	2/1/1973	All of Block 288, South Marsh Island Area, North Addition, as shown on OCS Louisiana Leasing Map, LA3D	3169.12	Chevron U.S.A. Inc.	Record Title
South Pelto 005	PL 005	OCS-G 12027	PROD	8/1/2010	SW1/4NW1/4NE1/4 of Block 5, South Pelto Area, INSO FAR AND ONLY INSO FAR AS said operating rights pertain to those intervals from the surface of the earth down to and including a depth of 100' below the stratigraphic equivalent of 15,665 feet TVD as seen in the Sonat Exploration GOM Inc OCS-G 12027 Well No. 1.	78.13	Talos Energy Offshore LLC	Operating Rights
South Pelto 005	PL 005	OCS-G 12027	PROD	8/1/2010	S1/2; NW1/4; S1/2NE1/4; NE1/4NE1/4; N1/2NW1/4NE1/4; SE1/4NW1/4NE1/4 of Block 5, South Pelto Area, INSO FAR AND ONLY INSO FAR AS said operating rights pertain to those intervals from the surface of the earth down to and including a depth of 100' below the stratigraphic equivalent of 15,665 feet TVD as seen in the Sonat Exploration GOM Inc OCS-G 12027 Well No. 1.	4922	Talos Energy Offshore LLC	Operating Rights
South Pelto 022	PL 022	OCS-G 18034	PROD	8/1/1997	All of Block 22, South Pelto Area, as shown on OCS Louisiana Leasing Map, LA6B	5000	Talos Energy Offshore LLC	Record Title
South Pelto 023	PL 023	OCS-G 01238	PROD	5/1/1962	All of Block 23, South Pelto Area, as shown on OCS Louisiana Leasing Map, LA6B,	5000	Talos Energy Offshore LLC	Record Title

Field	Area/ Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
South Timberlief 030	ST 030	OCS-G 13928	PROD	12/1/2012	All of Block 30, South Timberlief Area, IN SO FAR AND ONLY IN SO FAR AS such lease covers all depths between 4,000 feet (true vertical depth) and 20,000 feet (true vertical depth), LESS AND EXCEPT that portion of the ST30 Lease from the stratigraphic equivalent of the top of the D-2 Sand down to the stratigraphic equivalent of the bottom of the D-2 Sand, insofar and only insofar as said portion of the ST30 Lease lies within the area described in Zone 1 in Exhibit A-1 to that certain ST30/37 Unit Operating Agreement dated October 9, 1997, between Chevron, Mobil, Texaco, & Zilkha.	5000.01	Talos Energy Offshore LLC	Operating Rights
South Timberlief 030	ST 038	OCS-G 09637	PROD	8/1/2010	NW1/4NW1/4NW1/4; E1/2NW1/4NW1/4; NE1/4NW1/4; NW1/4NW1/4NE1/4 of Block 38, South Timberlief Area, limited to depths from 12,000 TVDS down to the stratigraphic equivalent of 100' below 16,503 TVD as found on the Baker Hughes Multiple Propagation Resistivity Gamma Ray Log for True Vertical Depth in the OCS-G 23920 Well #1	625	Talos Energy Offshore LLC	Operating Rights
South Timberlief 034 & 050	ST 034	OCS-G 04842	PROD	9/1/1981	All of Block 34, South Timberlief and Bay Marchand Areas, as shown on OCS Louisiana Leasing Map, LA6	3772.18	Talos Energy Offshore LLC	Record Title
South Timberlief 075	ST 075	OCS-G 22738	PROD	7/1/2001	All of Block 75, South Timberlief Area, as shown on OCS Louisiana Leasing Map, LA6	4845	Talos Energy Offshore LLC	Record Title
South Timberlief 100	ST 100	OCS-G 05599	PROD	7/1/1983	All of Block 100, South Timberlief and Bay Marchand Areas, as shown on OCS Louisiana Leasing Map, LA6	5000	Talos Energy Offshore LLC	Record Title
South Timberlief 100	ST 100	OCS-G 05599	PROD	7/1/1983	All of Block 100, South Timberlief and Bay Marchand Areas, as shown on OCS Louisiana Leasing Map, LA6, less and except all depths lying deeper than 100 feet below the stratigraphic equivalent of the base of the OA formation, which is seen on the Schlumber Phoson Induction density Neutron Log for the Tenneco OCS-G 5599 Well No. A-3, at 12,136 feet MD and 11,775 feet TVD, down to and including 99,999 feet TVD.	5000	Talos Energy Offshore LLC	Record Title/ Operating Rights
South Timberlief 100	ST 100	OCS-G 05599	PROD	7/1/1983	All of Block 100, South Timberlief Area, IN SO FAR AND ONLY IN SO FAR as the operating rights cover all depths lying deeper than 100 feet below the stratigraphic equivalent of the base of the OA formation, which is seen on the Schlumber Phoson Induction density Neutron Log for the Tenneco OCS-G 5599 Well No. A-3, at 12,136 feet MD and 11,775 feet TVD, down to and including 99,999 feet TVD	5000	Talos Energy Offshore LLC	Operating Rights
South Timberlief 100	ST 111	OCS-G 05602	PROD	7/1/1983	All of Block 111, South Timberlief and Bay Marchand Areas, as shown on OCS Louisiana Leasing Map, LA6	5000	Talos Energy Offshore LLC	Record Title
South Timberlief 100	ST 111	OCS-G 05602	PROD	7/1/1983	All of Block 111, South Timberlief and Bay Marchand Areas, as shown on OCS Louisiana Leasing Map, LA6, less and except those depths from a subsea true vertical depth of 12,300 feet to a subsea true vertical depth of 17,631 feet as seen in the electric log of Conoco's OCS-G 1559 Well No. 1 and less and except those strata from the subsea true vertical depth of 5,350' to a subsea true vertical depth of 8,950' as seen in the electric log of Conoco's OCS-G 1559 Well No. 1	5000	Talos Energy Offshore LLC	Record Title/ Operating Rights
South Timberlief 100	ST 111	OCS-G 05602	PROD	7/1/1983	All of Block 111, South Timberlief Area, IN SO FAR AND ONLY IN SO FAR AS the operating rights cover and affect those depths from a subsea true vertical depth of 12,300 feet to a subsea true vertical depth of 17,631 feet as seen in the electric log of Conoco's OCS-G 1559 Well No. 1	5000	Talos Energy Offshore LLC	Operating Rights

Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
South Timbalier 100	ST 111	OCS-G 05602	PROD	7/1/1983	All of Block 111, South Timbalier Area, INsofar AND ONLY INsofar AS the operating rights cover and affect those strata from the subsea true vertical depth of 5,550' to a subsea true vertical depth of 8,950' as seen in the electric log of Conoco's OCS-G 1559 Well No. 1.	5000	Talos Energy Offshore LLC	Operating Rights
Vermilion 046	VR 046	OCS 00079	PROD	11/20/1946	N1/2 of Block 46, Vermilion Area, as shown on OCS Louisiana Leasing Map, LA3.	2500	Talos Energy Offshore LLC	Record Title
Vermilion 127	VR 127	OCS-G 22621	PROD	3/1/2001	All of Block 127, Vermilion Area, as shown on OCS Louisiana Leasing Map, LA3	5000	Talos Energy Offshore LLC	Record Title
Vermilion 131	VR 131	OCS 00775	PROD	5/1/1960	All of Block 131, Vermilion Area, as shown on OCS Louisiana Leasing Map, LA3.	4922.87	Talos Energy Offshore LLC	Record Title
Vermilion 131	VR 131	OCS 00775	PROD	5/1/1960	All of Block 131, Vermilion Area, as shown on OCS Louisiana Leasing Map, LA3, less and except the NW1/4 NW4 and the N2 NE4 NW4 of said Block 131 from the surface of the earth down to the stratigraphic equivalent of 100' below 7400' subsea as encountered in the Hall-Houston Oil Company OCS 0775 No. 15 well. (Re-Assignment in progress from Fieldwood, etal unto Stone/Chevron 50/50).	4922.87	Talos Energy Offshore LLC	Record Title/ Operating Rights
Vermilion 131	VR 131	OCS 00775	PROD	5/1/1960	Block 131, Vermilion Area, INsofar AND ONLY INsofar AS the lease pertains to the NW1/4 NW4 and the N2 NE4 NW4 of said Block 131 from the surface of the earth down to the stratigraphic equivalent of 100' below 7400' subsea as encountered in the Hall-Houston Oil Company OCS 0775 No. 15 well. (Re-Assignment in progress from Fieldwood, etal unto Stone/Chevron 50/50).	4922.87	Apache Corporation	Operating Rights

Talos Energy Phoenix Leases								
Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
Green Canyon 236	GC 236	OCS-G 34971	PROD	9/1/2013	All of Block 236, Green Canyon, as shown on OCS Official Protraction Diagram, NG15-03.	5760	Talos ERT LLC	Record Title
Green Canyon 237	GC 237	OCS-G 15563	PROD	9/1/1995	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 15563, dated effective September 1, 1995 from the United States of America, as Lessor, to Chevron U.S.A. Inc. and BHP Petroleum (Americas) Inc., as Lessees, covering all of Block 237, Green Canyon, OCS Official Protraction Diagram, NG 15-3, and containing 5,760 acres, more or less.	5760	Talos ERT LLC	Record Title
Green Canyon 238	GC 238	OCS-G 26302	PROD	7/1/2004	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 26302, dated effective July 1, 2004 from the United States of America, as Lessor, to Noble Energy, Inc. and BHIP Petroleum (Deepwater) Inc., as Lessees, covering all of Block 238, Green Canyon, OCS Official Protraction Diagram, NG 15-03, and containing 5,760 acres, more or less.	5760	Talos ERT LLC	Record Title
Green Canyon 280	GC 280	OCS-G 35658	Primary Term	7/1/2015	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 35658, dated effective July 1, 2015 from the United States of America, as Lessor, to Talos Energy Offshore LLC and Deep Gulf Energy III, L.L.C. as Lessees, covering all of Block 280, Green Canyon, OCS Official Protraction Diagram, NG 15-03, and containing 5,760 acres, more or less.	5760.00	Talos ERT LLC	Record Title

Talos Energy Phoenix Leases								
Green Canyon 281	GC 281	OCS-G 33242	PROD	6/1/2009	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 33242, dated effective June 1, 2009 from the United States of America, as Lessor, to Energy Resource Technology GOM, Inc., as Lessee, covering all of Block 281, Green Canyon, OCS Official Protraction Diagram, NG 15-03, and containing 5,760 acres, more or less.	5760	Talos ERT LLC	Record Title
Green Canyon 281	GC 281	OCS-G 33242	PROD	6/1/2009	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 33242, dated effective June 1, 2009 from the United States of America, as Lessor, to Energy Resource Technology GOM, Inc., as Lessee, covering the NE1/4 NW1/4 NW1/4; S1/2 NW1/4 NW1/4; W1/2 NE1/4 NW1/4; SW1/4 NW1/4; W1/2 SE1/4 NW1/4; N1/2 NW1/4 SW1/4; NW1/4 NE1/4 SW1/4 of Block 281, Green Canyon, from 19,022' SSTVD to 22,000' SSTVD.	--	Talos ERT LLC	Operating Rights
Green Canyon 282	GC 282	OCS-G 16727	PROD	9/1/1996	Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act, bearing Serial No. OCS-G 16727, dated effective September 1, 1996 from the United States of America, as Lessor, to Vastar Resources, Inc., as Lessee, covering all of Block 282, Green Canyon, OCS Official Protraction Diagram, NG 15-3, and containing 5,760 acres, more or less.	5760	Talos ERT LLC	Record Title

EXHIBIT A TALOS RESOURCES LLC

Field	Stone's Lease No.	Lease Date	Lessor Name	Lessee Name	Parish	Entry No.
Bayou Hebert	0066L001.A	7/15/2005	LAMBERT PULLIN ET AL	PETROQUEST ENERGY LLC	VERMILION	21101420
Bayou Hebert	0066L001.B	7/15/2005	DAVID MARTIAL BROUSSARD ET AL	YUMA EXPLORATION & PRODUCTION CO INC	VERMILION	20511837
Bayou Hebert	0066L001.D	2/7/2006	FRANCES RAE LATTIER ET AL	PETROQUEST ENERGY LLC	VERMILION	21101418
Bayou Hebert	0066L001.E	2/14/2006	JAMES I. BEANE JR ET AL	PETROQUEST ENERGY LLC	VERMILION	21106121
Bayou Hebert	0066L001.F	2/7/2006	RANDALL PIPPINS	PETROQUEST ENERGY LLC	VERMILION	21101419
Bayou Hebert	0066L001.G	7/15/2005	WEBSTER G LEE	PETROQUEST ENERGY LLC	VERMILION	21106112
Bayou Hebert	0066L001.H	7/15/2005	HAZEL BROUSSARD PERRIN, ET AL	PETROQUEST ENERGY LLC	VERMILION	2011008568
Bayou Hebert	0066L001.I	7/15/2005	MARY KYLEE PULLIN	PETROQUEST ENERGY LLC	VERMILION	2011012303
Bayou Hebert	0066L001.J	7/15/2010	DEBORAH BOUDOIN LOVETT	PETROQUEST ENERGY LLC	VERMILION	2012002937
Bayou Hebert	0066L001.K	7/15/2005	JORDON PAUL LATTIER ET AL	PETROQUEST ENERGY LLC	VERMILION	2012006861
Bayou Hebert	0066L001.L	7/15/2005	LAUREN E LATTIER	PETROQUEST ENERGY LLC	VERMILION	2012006857
Bayou Hebert	0066L001.M	9/1/2011	JOSEPH HAROLD BRUNEY	PETROQUEST ENERGY LLC	VERMILION	2012009913
Bayou Hebert	0066L002.A	8/15/2005	ISADORE DELCAMBRE ESTATE	YUMA EXPLORATION & PRODUCTION CO INC	VERMILION	20512332
Bayou Hebert	0066L002.B	6/13/2005	WELLSPRING ROYALTIES LTD	YUMA EXPLORATION & PRODUCTION CO INC	VERMILION	20508893
Bayou Hebert	0066L002.C	8/3/2010	ESTATE OF WILLIAM R BULLEN JR	PETROQUEST ENERGY LLC	VERMILION	21012507
Bayou Hebert	0066L002.D	2/1/2011	RAYMOND JAMES TRUST NA	PETROQUEST ENERGY LLC	VERMILION	21106123
Bayou Hebert	0066L004.A	2/16/2005	NELSON HEBERT JR ET AL	YUMA EXPLORATION & PRODUCTION CO INC	VERMILION	20502252
Bayou Hebert	0066L004.B	3/1/2005	MILDRED BROUSSARD LEE ET AL	YUMA EXPLORATION & PRODUCTION CO INC	VERMILION	20502253
Bayou Hebert	0066L004.O	8/3/2010	L D AND REBECA MIGUES ET AL	PETROQUEST ENERGY LLC	VERMILION	21009920
Bayou Hebert	0066L004.P	8/3/2005	BRENDA THIBODEAUX LABAUVE	PETROQUEST ENERGY LLC	VERMILION	2011009277
Bayou Hebert	0066L004.Q	8/3/2011	SOUTHWEST PETROLEUM COMPANY LP	PETROQUEST ENERGY LLC	VERMILION	2011012308
Bayou Hebert	0066L004.R	8/3/2011	S & C PROPERTIES	PETROQUEST ENERGY LLC	VERMILION	2011012309
Bayou Hebert	0066L004.S	8/3/2011	BIG SKY MINERAL TRUST	PETROQUEST ENERGY LLC	VERMILION	2011012310
Bayou Hebert	0066L008	11/12/2009	LOUISIANA STATE LEASE 20181	PETROQUEST ENERGY LLC	VERMILION	20912222
Bayou Hebert	0066L011	7/15/2012	ISADORE DELCAMBRE ESTATE	PETROQUEST ENERGY LLC	VERMILION	2012006878

Field	Area/Block	Lease # (OCS)	Lease Date	Land Description	Working Interest
Green Canyon 490	GC 490	G31732	2/1/2008	All of Block 490, Green Canyon, OCS Official Protraction Diagram, NG 15-03.	Record Title
Vioska Knoll 989	MC 027	G07923	7/1/1985	All of Block 27, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	Record Title
Vioska Knoll 989	MC 028	G09771	6/1/1988	All of Block 28, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	Record Title
Vioska Knoll 989	MC 029	G13997	7/1/1993	All of Block 29, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	Record Title
Vioska Knoll 989	MC 072	G08483	6/1/1986	All of Block 72, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	Record Title
				S1/2 and S1/2S1/2N1/2 of Block 72, Mississippi Canyon, from surface down to a true vertical depth of 13,405'.	Operating Rights
Mississippi Canyon 109	MC 108	G09777	7/1/1988	All of Block 108, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	Record Title
				All of Block 108, Mississippi Canyon, from 10,007' TVDSS to and including 20,000' TVDSS	Operating Rights
				All of Block 108, Mississippi Canyon Area, limited as to those depths below 20,000 feet total vertical depth subsea down to 99,999 feet total vertical depth.	Operating Rights
Mississippi Canyon 109	MC 109	G05825	7/1/1983	All of Block 109, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	Record Title
				All of Block 109, Mississippi Canyon, as to all depths below 20,000 feet total vertical depth subsea down to 99,999 feet total vertical depth.	Operating Rights
Mississippi Canyon 110	MC 110	G18192	8/1/1997	All of Block 110, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	Record Title
				All of Block 110, Mississippi Canyon, from 6,688' TVDSS down to 99,999' TVDSS.	Operating Rights

Field	Area/Block	Lease # (OCS)	Lease Date	Land Description	Working Interest
Main Pass 288	MP 276	G19866	7/1/1998	All of Block 276, Main Pass Area, South and East Addition, as shown on OCS Louisiana Leasing Map, LA10A.	Record Title
Main Pass 288	MP 287	G19869	8/1/1998	All of Block 287, Main Pass Area, South and East Addition, as shown on OCS Louisiana Leasing Map, LA10A.	Record Title
Main Pass 288	MP 288	G01665	7/1/1967	All of Block 288, Main Pass Area, South and East Addition, as shown on OCS Louisiana Leasing Map, LA10A.	Record Title
Main Pass 288	MP 289	G01666	7/1/1967	NE/4 SE/4 of Block 289, Main Pass Area, South and East Addition, from the surface of the earth down to the stratigraphic equivalent of 100' below the total vertical depth drilled in the OCS-G 166 #A-21 Well (or 5416'), LESS AND EXCEPT all rights and interests within the boundaries of the "M" Sand Supplemental Opportunity Area, as further described in that certain Offshore Operating Agreement dated April 15, 1991, between Conoco Inc. and Shell Offshore Inc.	Operating Rights
				SE/4 SE/4 of Block 289, Main Pass Area, South and East Addition, from the surface of the earth down to the stratigraphic equivalent of 100' below the total vertical depth drilled in the OCS-G 166 #A-20 Well (or 5362').	Operating Rights
				E/2 W/2 SE/4 of Block 289, Main Pass Area, South and East Addition, as to those depths from the surface of the earth down to and including 40,000' TVD., LESS AND EXCEPT all rights and interests within the boundaries of the "M" Sand Supplemental Opportunity Area, as further described in that certain Offshore Operating Agreement dated April 15, 1991, between Conoco Inc. and Shell Offshore Inc.	Operating Rights
				NE/4 SE/4 of Block 289, Main Pass Area, South and East Addition, all rights below the stratigraphic equivalent of 100' below the total vertical depth drilled in the OCS-G 166 #A-21 Well (or 5416').	Operating Rights

Field	Area/Block	Lease # (OCS)	Lease Date	Land Description	Working Interest
				SE/4 SE/4 of Block 289, Main Pass Area, South and East Addition, all rights below the stratigraphic equivalent of 100' below the total vertical depth drilled in the OCS-G 166 #A-20 Well (or 5362').	Operating Rights
Ship Shoal 113	SS 092	G34829	6/1/2013	All of Block 92, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5.	Record Title
Ship Shoal 113	SS 093	00063	9/12/1946	All of Block 93, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5.	Record Title
				N/2 NW/4 SW/4; SW/4 SW/4 NW/4 of Block 93, Ship Shoal Area, as to depths from the surface down to and including, but not below 16,254', subsea vertical depth.	Operating Rights
				N/2 NW/4 SW/4; SW/4 SW/4 NW/4 of Block 93, Ship Shoal Area, as to depths from 16,254' down to and including 50,000' TVD.	Operating Rights
				SW/4 SW/4 NE/4; W/2 E/2 NW/4; NW/4 NW/4; N/2 SW/4 NW/4; SE/4 SW/4 NW/4; SE/4 SE/4 NW/4; E/2 SW/4; SE/4 of Block 93, Ship Shoal Area, as to depths from 17,000' from the surface down to and including 50,000' TVD.	Operating Rights
				N/2 NE/4; N/2 SW/4 NE/4; SE/4 SW/4 NE/4; SE/4 NE/4; E/2 NE/4 NW/4; NE/4 SE/4 NW/4 of Block 93 Ship Shoal Area, as to depths from 12,590' down to and including 50,000' TVD.	Operating Rights
				S/2 SW/4 SW/4 of Block 93, Ship Shoal Area, as to depths from 11,505' down to and including 50,000' TVD.	Operating Rights
Ship Shoal 113	SS 094	00042	8/11/1948	S/2 NW/4 SW/4; N/2 SW/4 SW/4 of Block 93, Ship Shoal Area, as to depths from 13,960 feet down to and including 50,000' TVD.	Operating Rights
				S/2 SE/4 of Block 94, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5.	Record Title
				NW/4 SW/4 SE/4 of Block 94, Ship Shoal Area, as to depths from 17,000' from the surface down to and including 50,000' TVD.	Operating Rights
				SW/4 SW/4 SE/4; SE/4 SE/4; E/2 SW/4 SE/4 of Block 94, Ship Shoal Area, as to depths from 14,040' from the surface down to and including 50,000' TVD.	Operating Rights

Field	Area/Block	Lease # (OCS)	Lease Date	Land Description	Working Interest
Ship Shoal 113	SS 112	00066	9/12/1946	All of Block 112, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5.	Record Title
				N/2 of Block 112, Ship Shoal Area, as to depths below 17,000' from the surface down to and including 50,000' TVD.	Operating Rights
				S/2 of Block 112, Ship Shoal Area, as to depths below 11,275' from the surface down to and including 50,000' TVD.	Operating Rights
Ship Shoal 113	SS 113	00067	9/12/1946	All of Block 113, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5.	Record Title
				NW/4 of Block 113, Ship Shoal Area, as to depths from 17,000' from the surface down to and including 50,000' TVD.	Operating Rights
				NE/4 of Block 113, Ship Shoal Area, as to depths from 16,000' from the surface down to and including 50,000' TVD.	Operating Rights
				W/2 SE/4; S/2 SE/4 SE/4; SW/4 of Block 113, Ship Shoal Area, as to depths from 9,500' from the surface down to and including 50,000' TVD.	Operating Rights
				NE/4 SE/4; N/2 SE/4 SE/4 of Block 113, Ship Shoal Area, as to depths from 7,835' from the surface down to and including 50,000' TVD.	Operating Rights
Ship Shoal 113	SS 114	00064	9/12/1946	All of Block 114, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5.	Record Title
				E/2 of Block 114, Ship Shoal Area, as to depths from 17,000' from the surface down to and including 50,000' TVD.	Operating Rights
				E/2 NE/4 NW/4; W/2 SW/4 NW/4; SE/4 SW/4 NW/4; SE/4 NW/4; E/2 E/2 SW/4 of Block 114, Ship Shoal Area, as to depths from 16,000' from the surface down to and including 50,000' TVD.	Operating Rights
				W/2 NE/4 NW/4; NW/4 NW/4; NE/4 SW/4 NW/4 of Block 114, Ship Shoal Area, as to depths from 9,065' from the surface down to and including 50,000' TVD.	Operating Rights
				W/2 SW/4; W/2 E/2 SW/4 of Block 114, Ship Shoal Area, as to depths from 10,840' from the surface down to and including 50,000' TVD.	Operating Rights

Field	Area/Block	Lease # (OCS)	Lease Date	Land Description	Working Interest
Ship Shoal 113	SS 117	00065	9/12/1946	N/2 of Block 117, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5.	Record Title
				NE/4 of Block 117, Ship Shoal Area, as to depths from 17,000' from the surface down to and including 50,000' TVD.	Operating Rights
				NW/4 of Block 117, Ship Shoal Area, as to depths from 11,275' from the surface down to and including 50,000' TVD.	Operating Rights
Ship Shoal 113	SS 118	00068	9/12/1946	N/2 of Block 118, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5.	Record Title
				N/2 of Block 118, Ship Shoal Area, INSO FAR AND ONLY INSO FAR AS said portion covers depths from 11,275' from the surface down to and including 50,000' TVD.	Operating Rights
Ship Shoal 113	SS 119	00040	5/10/1948	S/2 of Block 119, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5.	Record Title
				NW/4 NW/4 SW/4; S/2 N/2 SW/4; S/2 SW/4; NE/4 SE/4; E/2 NW/4 SE/4; SW/4 NW/4 SE/4; S/2 SE/4 of Block 119, Ship Shoal Area of Block 119, Ship Shoal Area, as to depths from 11,275' from the surface down to and including 50,000' TVD.	Operating Rights
				NE/4 NW/4 SW/4; N/2 NE/4 SW/4; NW/4 NW/4 SE/4 of Block 119, Ship Shoal Area, as to depths from 11,275' from the surface of the earth down to and including 50,000' TVD.	Operating Rights
Ship Shoal 113	SS 119	00069	9/12/1946	N/2 of Block 119, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5.	Record Title
				N/2 NE/4; SE/4 NE/4 of Block 119, Ship Shoal Area, as to depths from 11,275' from the surface down to and including 50,000' TVD.	Operating Rights
				SW/4 NE/4; NW/4 of Block 119, Ship Shoal Area, as to depths from 11,275' from the surface down to and including 50,000' TVD.	Operating Rights
Ship Shoal 113	SS 120	00038	5/10/1948	E/2 of Block 120, Ship Shoal Area, as shown on OCS Louisiana Leasing Map, LA5.	Record Title
				E1/2 of Block 120, Ship Shoal Area, INSO FAR AND ONLY INSO FAR AS said portion covers depths from 17,000 feet from the surface down to and including 50,000 feet True Vertical Depth.	Record Title

Field	Area/Block	Lease # (OCS)	Lease Date	Land Description	Working Interest
Viosca Knoll 912	VK 911	OCS-G 06892	7/1/1984	All of Block 911, Viosca Knoll, OCS Official Protraction Diagram, NH 16-7.	Record Title
Viosca Knoll 912	VK 912	OCS-G 06893	7/1/1984	All of Block 912, Viosca Knoll, OCS Official Protraction Diagram, NH 16-7.	Record Title
Viosca Knoll 912	VK 913	OCS-G 08784	6/1/1987	All of Block 913, Viosca Knoll, OCS Official Protraction Diagram, NH 16-7.	Record Title
				S1/2; SE1/4NE1/4 of Block 913, Viosca Knoll, INsofar AND ONLY INsofar as the stratigraphic equivalent of the zone seen between 13,210' and 13,930' measured depth, on the ATT/LDT/CNT/PEF/DTCO log for the OCS-G 8785 (VK 914) No. 1 Well (Sidetrack No. 1)	Operating Rights
Viosca Knoll 912	VK 955	OCS-G 08474	6/1/1986	All of Block 955, Viosca Knoll, OCS Official Protraction Diagram, NH 16-7.	Record Title
Viosca Knoll 912	VK 956	OCS-G 06896	6/1/1984	All of Block 956, Viosca Knoll, OCS Official Protraction Diagram, NH 16-7.	Record Title
Viosca Knoll 912	VK 957	OCS-G 08475	6/1/1986	All of Block 957, Viosca Knoll, OCS Official Protraction Diagram, NH 16-7.	Record Title
Viosca Knoll 989	VK 989	G06898	6/1/1984	All of Block 989, Viosca Knoll, as shown on OCS Official Protraction Diagram, NH16-07.	Record Title
Viosca Knoll 989	VK 990	G06899	6/4/1984	All of Block 990, Viosca Knoll, as shown on OCS Official Protraction Diagram, NH16-07.	Record Title

Talos Gulf Coast Onshore

Exhibit A
Leases - Talos Gulf Coast Onshore LLC

Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
Caillou Island	ST LA Block 121, 122	SL 21137	PROD	4/10/2013	A portion of Tract 43128, containing 225.46 acres, more or less, as more fully described in State Lease No. 21137 dated April 10, 2013, executed by the State of Louisiana in favor of Cypress Energy Corporation, recorded in COB 2330, PG 191, Entry 1426133, Terrebonne Parish, Louisiana	225.46	Hilcorp Energy Company	WI
Caillou Island	ST LA Block 121, 122	SL 21206	PROD	7/10/2013	A portion of Tract 43321 containing 40.35 acres, more or less, as more fully described in State Lease No. 21206 dated July 10, 2013, executed by the State of Louisiana in favor of Cypress Energy Corporation, recorded in COB 2344, PG 435, File 1433690, Terrebonne Parish, Louisiana	40.35	Hilcorp Energy Company	WI

Wells

Field	Area Block	API	Well	Well Status	Operator	Lease
Caillou Island	ST LA BLK 121, 122	17-715-20208-00	TEX L RA SUA; SL 1249 #112	PROD	Hilcorp Energy Company	TEX L RA SUA; SL 1249

Exhibit A

Wells

EXHIBIT A

WELLS - TALOS RESOURCES LLC

FIELD	Well
Bayou Hebert	BROUSSARD NO. 1
Bayou Hebert	THIBODEAUX NO. 1 BP1
Main Pass 288	OCSG 01665 NO. A04 ST01
Main Pass 288	OCSG 01665 NO. A07 ST01
Main Pass 288	OCSG 01665 NO. A11 ST01
Main Pass 288	OCSG 01665 NO. A13 ST02
Main Pass 288	OCSG 01665 NO. A17 ST01
Main Pass 288	OCSG 01665 NO. A24 ST01
Main Pass 288	OCSG 01665 NO. A27 ST03 BP1 (NOW 1666)
Main Pass 288	OCSG 01666 NO. A06 ST01 (NOW 1665)
Main Pass 288	OCSG 01666 NO. A19
Main Pass 288	OCSG 01666 NO. A20
Main Pass 288	OCSG 01666 NO. A21 ST03
Main Pass 288	OCSG 01666 NO. A26 ST
Main Pass 288	OCSG 19866 NO. A02
Main Pass 288	OCSG 19869 NO. A01
Main Pass 288	OCSG 19869 NO. A03
Main Pass 288	OCSG 19869 NO. A05
Miss Canyon 109	OCSG 05825 NO. A002
Miss Canyon 109	OCSG 05825 NO. A003
Miss Canyon 109	OCSG 05825 NO. A003D

FIELD	Well
Miss Canyon 109	OCSG 05825 NO. A004
Miss Canyon 109	OCSG 05825 NO. A004D
Miss Canyon 109	OCSG 05825 NO. A005 ST01
Miss Canyon 109	OCSG 05825 NO. A006 ST01
Miss Canyon 109	OCSG 05825 NO. A007
Miss Canyon 109	OCSG 05825 NO. A007D
Miss Canyon 109	OCSG 05825 NO. A010
Miss Canyon 109	OCSG 05825 NO. A010D
Miss Canyon 109	OCSG 05825 NO. A011 ST ATTC
Miss Canyon 109	OCSG 05825 NO. A013
Miss Canyon 109	OCSG 05825 NO. A014
Miss Canyon 109	OCSG 05825 NO. A015
Miss Canyon 109	OCSG 05825 NO. A016 ST02
Miss Canyon 109	OCSG 05825 NO. A017ST1
Miss Canyon 109	OCSG 05825 NO. A018 ST2
Miss Canyon 109	OCSG 05825 NO. A019
Miss Canyon 109	OCSG 05825 NO. A021
Miss Canyon 109	OCSG 05825 NO. A022 ST02
Miss Canyon 109	OCSG 05825 NO. A023 ST02
Miss Canyon 109	OCSG 05825 NO. A024 ST03
Miss Canyon 109	OCSG 05825 NO. A025 ST02
Miss Canyon 109	OCSG 05825 NO. A026 ST01
Miss Canyon 109	OCSG 05825 NO. A028ST
Miss Canyon 109	OCSG 05825 NO. A029 ST02
Miss Canyon 109	OCSG 05825 NO. A030
Miss Canyon 109	OCSG 05825 NO. A033

FIELD	Well
Miss Canyon 109	OCSG 05825 NO. A033D
Miss Canyon 109	OCSG 05825 NO. A034
Miss Canyon 109	OCSG 05825 NO. A12 ST1
Miss Canyon 109	OCSG 09777 NO. A027 ST01
Miss Canyon 109	OCSG 09777 NO. A032 ST02
Miss Canyon 110	OCSG 18192 NO. A009 ST
Miss Canyon 110	OCSG 18192 NO. A011 ST1
Miss Canyon 110	OCSG 18192 NO. A031
Ship Shoal 113	OCS 00063 NO. E01 ST00 BP01
Ship Shoal 113	OCS 00063 NO. 001 ST-1 BP1 03
Ship Shoal 113	OCS 00063N NO. 08 ST1
Ship Shoal 113	OCS 00063N NO. 08D ST1
Ship Shoal 113	OCS 00063N NO. 61
Ship Shoal 113	OCS 00063N NO. 66 BP1
Ship Shoal 113	OCS 00063N NO. E02
Ship Shoal 113	OCS 00063N NO. M02
Ship Shoal 113	OCS 00064 NO. H04
Ship Shoal 113	OCS 00064 NO. H13
Ship Shoal 113	OCS 00065 NO. 04 ST
Ship Shoal 113	OCS 00065 NO. 07
Ship Shoal 113	OCS 00066 NO. Q01 ST2
Ship Shoal 113	OCS 00066 NO. Q02
Ship Shoal 113	OCS 00066 NO. T01
Ship Shoal 113	OCS 00066 NO. T02
Ship Shoal 113	OCS 00066 NO. V05 ST1
Ship Shoal 113	OCS 00066 NO. W01

FIELD	Well
Ship Shoal 113	OCS 00066 NO. W02
Ship Shoal 113	OCS 00066 NO. W04
Ship Shoal 113	OCS 00067 NO. 41 BLK
Ship Shoal 113	OCS 00069 NO. 24 ST1
Ship Shoal 113	OCS 00069 NO. Z01 (23)
Ship Shoal 113	OCSG 00063 NO. 001 ST-1 BP1 03 BLK 93
Ship Shoal 113	OCSG 00063N NO. E02 M08 WTRFLD
Ship Shoal 113	OCSG 00066 NO. V05 ST1 BLK 112
Vioska Knoll 989	OCSG 06898 ATTIC TO A06 P38a
Vioska Knoll 989	OCSG 06898 NO. A05
Vioska Knoll 989	OCSG 06898 NO. A07
Vioska Knoll 989	OCSG 06898 NO. A17
Vioska Knoll 989	OCSG 06898 NO. A21
Vioska Knoll 989	OCSG 06898 NO. A23
Vioska Knoll 989	OCSG 06899 NO. A04ST1
Vioska Knoll 989	OCSG 06899 NO. A16
Vioska Knoll 989	OCSG 06899 NO. A29
Vioska Knoll 989	OCSG 07923 NO. A26
Vioska Knoll 989	OCSG 07923 NO. A02
Vioska Knoll 989	OCSG 07923 NO. A20
Vioska Knoll 989	OCSG 07923 NO. A30
Vioska Knoll 989	OCSG 08483 NO. TB08D
Vioska Knoll 989	OCSG 09771 A-34 (TB-02 ATTIC)
Vioska Knoll 989	OCSG 09771 NO. A11ST1
Vioska Knoll 989	OCSG 09771 NO. A12
Vioska Knoll 989	OCSG 09771 NO. A12

FIELD	Well
Vioska Knoll 989	OCSG 09771 NO. A13
Vioska Knoll 989	OCSG 09771 NO. A15ST1BP1
Vioska Knoll 989	OCSG 09771 NO. A18
Vioska Knoll 989	OCSG 09771 NO. A19
Vioska Knoll 989	OCSG 09771 NO. A24
Vioska Knoll 989	OCSG 09771 NO. A24ST1BP1
Vioska Knoll 989	OCSG 09771 NO. TB03
Vioska Knoll 989	OCSG 09771 NO. TB05
Vioska Knoll 989	OCSG 13997 NO. 04
Vioska Knoll 989	OCSG 13997 NO. 05
Vioska Knoll 989	OCSG 13997 NO. 06
Vioska Knoll 989	OCSG 13997 NO. 07

EXHIBIT A

WELLS - TALOS RESOURCES LLC (RAM POWELL)

WELL NAME	WELL NAME SUFFIX	API NUMBER	STATUS CODE	BOTTOM BLOCK	BOTTOM LEASE No.	Operator	Owner
VK 911, OCS-G 06892 No. A006	ST00BP00	608164024400	ST	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC
	ST01BP00	608164024401	ST	VK911	G06892		
	ST02BP00	608164024402	PA	VK911	G06892		
VK 912, OCS-G 06893 No. A001	ST00BP00	608164023970	TA	VK912	G06893	Talos Petroleum LLC	Talos Resources LLC
	ST00BP01	608164023971		VK912	G06893		
	ST00BP02	608164023900		VK912	G06893		
VK 912, OCS-G 06893 No. A010	ST00BP00	608164024800	ST	VK912	G06893	Talos Petroleum LLC	Talos Resources LLC
	ST01BP00	608164024801	COM	VK912	G06893		
VK 912, OCS-G 06893 No. A011	ST00BP00	608164025800	COM	VK912	G06893	Talos Petroleum LLC	Talos Resources LLC
VK 912, OCS-G 06893 No. A013	ST00BP00	608164025200	ST	VK912	G06893	Talos Petroleum LLC	Talos Resources LLC
	ST01BP00	608164025201	TA	VK912	G06893		
VK 912, OCS-G 06893 No. A014	ST00BP00	608164024700	TA	VK912	G06893	Talos Petroleum LLC	Talos Resources LLC
VK 912, OCS-G 06893 No. A016	ST00BP00	608164025000	COM	VK912	G06893	Talos Petroleum LLC	Talos Resources LLC
VK 912, OCS-G 06893 No. A018	ST00BP00	608164025100	ST	VK912	G06893	Talos Petroleum LLC	Talos Resources LLC
	ST00BP01	608164025101	COM	VK912	G06893		

WELL NAME	WELL NAME SUFFIX	API NUMBER	STATUS CODE	BOTTOM BLOCK	BOTTOM LEASE No.	Operator	Owner
VK 912, OCS-G 06893 No. A019	ST00BP00	608164024900	ST	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC
	ST00BP01	608164024901	ST	VK912	G06893		
	ST01BP00	608164024902	TA	VK912	G06893		
VK 912, OCS-G 06893 No. SS-001	ST00BP00	608164009000	TA	VK912	G06893	Talos Petroleum LLC	Talos Resources LLC
VK 912, OCS-G 06893 No. SS-002	ST00BP00	608164009800	ST	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC
	ST01BP00	608164009801	TA	VK912	G06893		
VK 912, OCS-G 06893 No. SS-005	ST00BP00	608164010200	PA	VK912	G06893	Talos Petroleum LLC	Talos Resources LLC
VK 913, OCS-G 08784 No. A007	ST00BP00	608164024500	COM	VK913	G08784	Talos Petroleum LLC	Talos Resources LLC
VK 913, OCS-G 08784 No. A009	ST00BP00	608164025300	COM	VK913	G08784	Talos Petroleum LLC	Talos Resources LLC
VK 913, OCS-G 08784 No. A012	ST00BP00	608164025700	COM	VK913	G08784	Talos Petroleum LLC	Talos Resources LLC
VK 955, OCS-G 08474 No. A004	ST00BP00	608164024300	ST	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC
	ST01BP00	608164024301	ST	VK956	G06896		
	ST02BP00	608164024302	PA	VK955	G08474		
VK 956, OCS-G 06896 No. A002	ST00BP00	608164024100	ST	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC
	ST01BP00	608164024101	ST	VK956	G06896		
	ST02BP00	608164024102	COM	VK957	G08475		

WELL NAME	WELL NAME SUFFIX	API NUMBER	STATUS CODE	BOTTOM BLOCK	BOTTOM LEASE No.	Operator	Owner
VK 956, OCS-G 06896 No. A003	ST00BP00	608164024200	ST	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC
	ST01BP00	608164024201	ST	VK956	G06896		
	ST02BP00	608164024202	ST	VK956	G06896		
	ST03BP00	608164024203	ST	VK956	G06896		
	ST04BP00	608164024204	TA	VK956	G06896		
VK 956, OCS-G 06896 No. A005	ST00BP00	608164024000	ST	VK912	G06893	Talos Petroleum LLC	Talos Resources LLC
	ST01BP00	608164024001	ST	VK956	G06896		
	ST02BP00	608164024002	COM	VK956	G06896		
VK 956, OCS-G 06896 No. A008	ST00BP00	608164024600	ST	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC
	ST01BP00	608164024601	ST	VK956	G06896		
	ST02BP00	608164024602	ST	VK956	G06896		
	ST03BP00	608164024603	ST	VK956	G06896		
	ST03BP01	608164024604	COM	VK956	G06896		
VK 956, OCS-G 06896 No. A015	ST00BP00	608164025400	DSI	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC
VK 956, OCS-G 06896 No. A020	ST00BP00	608164025600	DSI	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC
VK 956, OCS-G 06896 No. SS-004	ST00BP00	608164010700	ST	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC
	ST01BP00	608164010770	ST	VK956	G06896		
	ST01BP01	608164010771	ST	VK956	G06896		
	ST01BP02	608164010701	ST	VK956	G06896		
	ST02BP00	608164010702	ST	VK956	G06896		
	ST03BP00	608164010703	PA	VK956	G06896		
VK 957, OCS-G 08475 No. A017	ST00BP00	608164025500	COM	VK957	G08475	Talos Petroleum LLC	Talos Resources LLC
VK 957, OCS-G 08475 No. SS-003	ST00BP00	608164013500	ST	VK957	G08475	Talos Petroleum LLC	Talos Resources LLC
	ST01BP00	608164013501	ST	VK957	G08475		
	ST02BP00	608164013570	ST	VK957	G08475		
	ST02BP01	608164013502	ST	VK956	G06896		
	ST03BP00	608164013503	TA	VK957	G08475		

Exhibit A

Platforms

EXHIBIT A

PLATFORMS - TALOS RESOURCES LLC

FIELD	AREA	BLOCK	PLATFORM/PRODUCTION FACILITY	ID NUMBER	OWNERSHIP	
Bayou Hebert	Vermilion Parish, LA	T14S-R5E, Section 18	Bayou Hebert Production Facility	NA	Talos Resources LLC	30.933600%
Main Pass 288	MP	287	A Platform	1350-1	Talos Resources LLC	100.000000%
Main Pass 288	MP	288	A Platform	22131-1	Talos Resources LLC	100.000000%
Mississippi Canyon 109	MC	109	A Platform	23883-1	Talos Resources LLC	33.000000%
Mississippi Canyon 109	Plaquemines Parish, LA	8,868 acres situated on the left descending bank of Southwest Pass in the N/2 T24S- R31E	South Pass 49 Onshore/E3 Facility (Valve Platform)	N/A	FW GOM Pipeline, Inc.	33.333333%
Mississippi Canyon 109	Plaquemines Parish, LA	8,868 acres situated on the left descending bank of Southwest Pass in the N/2 T24S- R31E	South Pass 24 Onshore/E3 Facility (Tank Platform, Generator Platform, Pump Building & Platform, & Comms Building & Platform)	N/A	FW GOM Pipeline, Inc.	33.333333%
Ship Shoal 113	SS	092	8	23970-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	093	13	21382-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	093	16	21384-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	093	17	21381-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	093	35	22231-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	093	43	23934-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	093	44	22854-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	093	48	23146-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	093	61	26062-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	093	62	26005-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	093	63	26061-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	093	66	2549-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	093	M	23108-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	093	O	23590-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	093	38Y	22812-1	Talos Resources LLC	100.000000%

FIELD	AREA	BLOCK	PLATFORM/PRODUCTION FACILITY	ID NUMBER	OWNERSHIP	
Ship Shoal 113	SS	112	10	2187-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	112	4	23253-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	112	6	23510-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	112	T	26017-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	112	V	26070-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	113	41	23119-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	113	52	23927-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	114	A-PRD	21410-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	114	A-QTRS	21410-2	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	114	B-AUX	21284-2	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	114	H	21283-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	114	J	21284-3	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	114	L	21284-4	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	117	4	22546-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	117	7	23598-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	117	8	2202-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	118	R	26015-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	118	R-HDR	26015-2	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	119	12	21858-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	119	24	1624-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	119	Q	23569-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	119	W	26086-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	119	Z	1451-1	Talos Resources LLC	100.000000%
Ship Shoal 113	SS	120	#2	2249-9	Talos Resources LLC	100.000000%
Vioska Knoll 989	MC	028	Subsea Templet	N/A	Talos Resources LLC	100.000000%
Vioska Knoll 989	MC	029	Subsea Production System	N/A	Talos Resources LLC	65.384620%
Vioska Knoll 989	VK	989	A Platform	24130-1	Talos Resources LLC	100.000000%

EXHIBIT A

PLATFORMS - TALOS RESOURCES LLC

FIELD	AREA	BLOCK	PLATFORM / PRODUCTION FACILITY	ID NUMBER	OWNERSHIP	
Viosca Knoll 912	VK	956	A-Ram Powell	24229-1	Talos Resources LLC	100.000000%

Exhibit A

Contracts

EXHIBIT A
RELATED CONTRACTS - TALOS RESOURCES LLC

FIELD	EFFECTIVE DATE	CONTRACT
Bayou Hebert	8/3/2005	Canal Permit and Surface Use Agreement between Rodney J. Dugas, et al and Yuma Exploration & Production Company, Inc.
Bayou Hebert	7/11/2006	Office of Conservation Order No. 741-D, establishing the CRIS R RA SUA 1600.344 acre unit.
Bayou Hebert	7/10/2008	Prospect Letter of Intent between Yuma Exploration and Production Company, Inc. and Stone Energy Corporation.
Bayou Hebert	7/31/2008	Participation Agreement between Yuma Exploration and Production Company, Inc. and Stone Energy Corporation, as amended.
Bayou Hebert	7/23/2010	Amendment to Participation Agreement between Yuma Exploration and Production Company, Inc. and Stone Energy Corporation.
Bayou Hebert	12/2/2010	Replacement JOA for the LaPosada 3-D Prospect (replaces previous JOA dated 5/17/06 attached to 7/31/08 Participation Agreement between Yuma and Stone.
Bayou Hebert	9/15/2011	Purchase and Sale Agreement between GG Oil & Gas I, Inc. and PetroQuest Energy, LLC, Walter Oil & Gas Corporation & Stone Energy Corporation.
Bayou Hebert	10/28/2011	Joint Operating Agreement between PetroQuest Energy, LLC and Monitor Energy Partners, Ltd. covering 3 leases situated in Tract 4 of the CRIS R RA SUA.
Green Canyon 490	9/16/2009	Offshore Operating Agreement between Mariner Energy, Inc. and Energy Resource Technology GOM, Inc.
Green Canyon 490	9/16/2009	Farmout Agreement between Energy Resource Technology GOM, Inc. and Mariner Energy, Inc.
Green Canyon 490	6/1/2011	Asset Purchase Agreement between Energy Resource Technology GOM, Inc. and Stone Energy Offshore, L.L.C.
Green Canyon 490	8/1/2011	Production Handling Agreement between Hess Corporation, Kerr-McGee Oil & Gas Corporation and Apache Deepwater LLC et al, as amended
Green Canyon 490	4/9/2012	Oil Purchase & Sale Agreement between Stone Energy Offshore, L.L.C. and Poseidon Oil Pipeline Company, L.L.C.

FIELD	EFFECTIVE DATE	CONTRACT
Main Pass 288	12/18/1975	Letter Agreement between Diamond Shamrock and Tenneco Oil Company.
Main Pass 288	1/16/1976	Agreement between Tenneco and Diamond Shamrock Corporation.
Main Pass 288	5/3/1977	Tie-In Service Agreement between Continental Oil Company and Shell Oil Company.
Main Pass 288	5/3/1977	Agreement between Continental Oil Company and Southern Natural Gas Company.
Main Pass 288	5/3/1977	Letter Agreement between Southern Natural Gas Company, Continental Oil Co., & Shell Oil Company.
Main Pass 288	9/7/1977	Farmout Agreement between Shell Oil Company and Continental Oil Company.
Main Pass 288	9/9/1977	Farmout Agreement between Shell Oil Company and Continental Oil Company.
Main Pass 288	4/13/1987	Amendment to Farmout Agreement (9/7/77) between Shell Offshore, Inc. and Conoco, Inc.
Main Pass 288	11/3/1987	Simultaneous Exchange Agreement between Shell Offshore, Inc. and Conoco Inc.
Main Pass 288	10/10/1991	Geophysical Exchange Agreement between Shell Offshore, Inc. and Conoco, Inc.
Main Pass 288	12/9/1991	Facilities Use Agreement between Conoco, Inc. and Shell Oil Company.
Main Pass 288	4/1/1993	Simultaneous Exchange Agreement between Conoco, Inc., CanadianOxy Offshore Production Co and CXY Energy, Inc.
Main Pass 288	2/1/1998	Purchase and Sale Agreement between Southern Natural Gas Co. and Conoco, Inc.
Main Pass 288	2/1/1998	Assignment of Contracts from Southern Natural Gas Company unto Conoco, Inc.
Main Pass 288	2/4/1998	Measurement Services Agreement between Southern Natural Gas Company and Conoco Inc.
Main Pass 288	2/5/1998	Bill of Sale from Southern Natural Gas Company unto Conoco, Inc.

FIELD	EFFECTIVE DATE	CONTRACT
Main Pass 288	3/1/1999	Lease of Platform Space and Platform Use Agreement between Shell Offshore, Inc. and Apache Corporation.
Main Pass 288	10/1/2000	Purchase And Sale Agreement between Burlington Resources Offshore Inc., I.L.O.X.Y Holdings Inc., The Louisiana Land and Exploration Company and Fairways Specialty Sales & Service, Inc.
Main Pass 288	12/31/2001	Preferential Right to Purchase Option exercised by Apache Corporation over sale by Conoco, Inc. to Stone Energy Corporation.
Main Pass 288	12/31/2001	Purchase and Sale Agreement between Conoco Inc. and Stone Energy Corporation.
Main Pass 288	12/31/2001	First Amendment of Purchase and Sale Agreement between Conoco Inc., Conoco Offshore Pipe Line Company and Stone Energy Corporation.
Main Pass 288	12/31/2001	Partial Termination of Purchase and Sale Agreement between Conoco Inc., Conoco Offshore Pipe Line Company and Stone Energy Corporation
Main Pass 288	1/1/2002	Natural Gas Processing Agreement between Stone Energy Corporation and Dynegy Midstream Services, Limited Partnership.
Main Pass 288	1/1/2002	Natural Gas Processing Agreement between Stone Energy Corporation, Dynegy Midstream Services, Limited Partnership.
Main Pass 288	6/25/2002	First Amendment to Gas Processing Agreement and Agreement to Terminate Gas Processing Agreement between Stone Energy Corporation and Dynegy Midstream Services, Limited Partnership.
Main Pass 288	9/1/2002	Closing Memorandum between Stone Energy Corporation and Fairways Offshore Exploration, Inc.
Main Pass 288	11/12/2002	Preferential Right to Purchase Letter whereby Apache Corporation exercises its preferential right to purchase the .6667% interest of Fairways Specialty Sales & Service, Inc. in the "M" Sand Supplemental Opportunity Area.
Main Pass 288	11/13/2002	Preferential Right to Purchase Letter whereby Apache Corporation exercises its preferential right to purchase the .6667% interest of Fairways Specialty Sales & Service, Inc. in the "M" Sand Supplemental Opportunity Area.
Main Pass 288	3/3/2003	Assignment of Record Title to Oil and Gas Lease between Petroquest Energy, L.L.C. and Stone Energy Corporation.
Main Pass 288	11/3/2003	Asset Sale Agreement between Chevron U.S.A. Inc. and Stone Energy Corporation.
Main Pass 288	2/1/2005	Gas Gathering Agreement between Enterprise Field Services, LLC and Stone Energy Corporation.
Main Pass 288	4/12/2005	Letter of Intent between El Paso Production Oil & Gas USA L.P. & Stone Energy Corporation.

FIELD	EFFECTIVE DATE	CONTRACT
Main Pass 288	2/12/2008	Offshore Connection Agreement between Stone Energy Corporation and Shell Offshore Inc.
Main Pass 288	11/11/2010	Notice letter from Shell Offshore Inc. relative to an Asset Purchase Agreement it has entered into with W&T dated November 3, 2010.
Main Pass 288	7/1/2013	Crude Oil Sales Contract between Phillips 66 and Stone Energy Corporation.
Mississippi Canyon 109	10/1/1953	Drilling Permit & Easement, between Bureau of Land Management and The California Company.
Mississippi Canyon 109	1/1/1991	Assignment, between Chevron Pipe Line Company and Ashlawn Energy, Inc.
Mississippi Canyon 109	6/25/1992	Shared Use Agreement, between Chevron Pipe Line Company and Ashlawn Energy, et al.
Mississippi Canyon 109	6/25/1992	Tie-In Agreement, between Ashlawn Energy, Inc., et al and Chevron Pipe Line Company.
Mississippi Canyon 109	2/11/1993	Farm-In Agreement by and between Shell Offshore and B.P. Exploration & Oil Inc.
Mississippi Canyon 109	6/1/1993	Pipeline Right-of-Way Agreement, between Chevron U.S.A. Inc. and Ashlawn Energy.
Mississippi Canyon 109	1/1/1994	Joint Operating Agreement by and between BP Exploration & Oil, Inc., Shell Offshore, Inc., and Continental Alaska Pipe Line Company.
Mississippi Canyon 109	6/30/1999	Platform Access, Operating Sources and Production Handling Agreement by and between BP Exploration & Oil Inc. (BPX) and Conoco, Inc. and Shell Offshore, Inc., Basin Exploration, Inc., Santa Fe Snyder Corporation, and Ocean Energy, Inc., as amended.
Mississippi Canyon 109	5/15/2002	Joint Operating Agreement by and between BP Exploration & Oil, Inc. and Conoco, Inc.
Mississippi Canyon 109	4/21/2003	Right-of-Way Agreement between Plaquemines Oil and Development Company and Chevron Pipe Line Company.
Mississippi Canyon 109	5/26/2003	Pipeline Right-of-Way Agreement, between Sara E. Woodward, et al and Chevron Pipe Line Company.
Mississippi Canyon 109	5/27/2003	Pipeline Right-of-Way Agreement, between Victor Daniel Martinez and Chevron Pipe Line Company.
Mississippi Canyon 109	5/31/2003	Pipeline Right-of-Way Agreement, between Robert Edmund Lawrence and Chevron Pipeline Company.

FIELD	EFFECTIVE DATE	CONTRACT
Mississippi Canyon 109	6/2/2003	Pipeline Right-of-Way Agreement, between Denise Nicaud Viller, et al and Chevron Pipe Line Company.
Mississippi Canyon 109	6/11/2003	Pipeline Right-of-Way Agreement, between Georgia A. Marquette Spears, et al and Chevron Pipe Line Company.
Mississippi Canyon 109	6/26/2003	Pipeline Right-of-Way Agreement, between Keller Oilfield Services and Chevron Pipe Line Company..
Mississippi Canyon 109	6/27/2003	Pipeline Right-of-Way Agreement, between South Pass, L.L.C., et al and Chevron Pipe Line Company.
Mississippi Canyon 109	6/30/2003	Pipeline Right-of-Way Agreement, between Jim I. Mooney and Chevron Pipe Line Company.
Mississippi Canyon 109	7/22/2003	Connection Agreement between Chevron Pipe Line Company and BP Offshore Pipeline Company, Mobil Eugene Island Pipeline Company, Unocal Pipeline Company, Stone Energy Corporation and Pogo Offshore Pipeline Company.
Mississippi Canyon 109	7/24/2003	Pipeline Right-of-Way Agreement, between Leander H. Perez and Chevron Pipe Line Company.
Mississippi Canyon 109	9/1/2003	Assignment, between Chevron U.S.A. Inc., et al and Chevron Pipe Line Company.
Mississippi Canyon 109	9/4/2003	Sublease, between EPL of Louisiana, L.L.C. and Chevron Pipe Line Company.
Mississippi Canyon 109	9/11/2003	Surface Lease, between Plaquemines Oil & Development Company and Chevron Pipe Line Company.
Mississippi Canyon 109	9/11/2003	Surface Lease between Plaquemines Oil & Development Company and Chevron Pipe Line Company.
Mississippi Canyon 109	10/27/2003	Onshore Tie-In Agreement between Chevron Pipe Line Company and Shell Pipeline Company, LP.
Mississippi Canyon 109	4/21/2008	Pipeline Right-of-Way Agreement, between Plaquemines Oil & Development Company and Chevron Pipe Line Company.
Mississippi Canyon 109	3/2/2009	Terminal Servie Agreement between Arrowhead Gathering Company, L.P. and Stone Energy Corporation, as amended.
Mississippi Canyon 109	7/21/2009	Letter of Intent between Mariner Energy, Inc. and Stone Energy Offshore, L.L.C.
Mississippi Canyon 109	7/31/2010	Asset Sale and Purchase Agreement between Chevron Pipe Line Company and Stone Energy Offshore, L.L.C.

FIELD	EFFECTIVE DATE	CONTRACT
Mississippi Canyon 109	7/31/2010	Asset Sale and Purchase Agreement between Chevron Pipe Line Company and Stone Energy Offshore, L.L.C.
Mississippi Canyon 109	7/31/2010	SP 49 Pipeline LLC Limited Liability Company Agreement between Apache GOM Pipeline, Inc., Energy XXI GOM, LLC, Stone Energy Offshore, L.L.C. and Apache GOM Pipeline, Inc.
Mississippi Canyon 109	7/31/2010	Contribution Agreement between SP 49 Pipeline L.L.C, Stone Energy Offshore, L.L.C., Apache GOM Pipeline, Inc. and Energy XXI GOM, LLC.
Mississippi Canyon 109	7/31/2010	SP 49 Pipeline LLC Organizational Meeting of the Members between Apache GOM Pipeline, Inc., Energy XXI GOM, LLC, Stone Energy Offshore, L.L.C.
Mississippi Canyon 109	7/31/2010	SP 49 Pipeline LLC Board of Directors Resolutions.
Mississippi Canyon 109	11/2/2010	Operating Agreement between Apache GOM Pipeline, Inc. and SP 49 Pipeline L.L.C.
Mississippi Canyon 110	2/1/1998	Offshore Operating Agreement by and between Shell Offshore Inc. as Operator and Westport Oil and Gas Company, as Non-Operator.; as amended.
Mississippi Canyon 110	6/30/1999	Platform Access, Operating Sources and Production Handling Agreement by and between BP Exploration & Oil Inc. (BPX) and Conoco, Inc. and Shell Offshore, Inc., Basin Exploration, Inc., Santa Fe Snyder Corporation, and Ocean Energy, Inc., as amended.
Ship Shoal 113	9/9/1955	Unit Agreement by and between Magnolia Petroleum Company, Continental Oil Company and Newmont Oil Company.
Ship Shoal 113	1/17/1956	Unit Operating Agreement by and between Magnolia Petroleum Company, Continental Oil Company and Newmont Oil Company, as amended
Ship Shoal 113	11/18/1960	Net Profits Agreement between Continental Oil Company, Newmont Oil Company, et al.
Ship Shoal 113	11/18/1960	Agreement between Continental Oil Company and Newmont Oil Company, et al.
Ship Shoal 113	1/12/1961	Operating Agreement by and between Ocean Drilling & Exploration Company, Burmah Oil Western Company and Socony Mobil Oil Company, Inc, as amended.
Ship Shoal 113	2/1/1973	Terminal Agreement between Ocean Drilling & Exploration Company, Ocean Oil & Gas Company, et al.
Ship Shoal 113	10/1/1974	Agreement of Sale and Purchase between Southdown, Inc. and Sun Oil Company.
Ship Shoal 113	10/14/1983	Offer to Purchase letter from APP Production, Inc. to Sun Exploration and Production Company.

FIELD	EFFECTIVE DATE	CONTRACT
Ship Shoal 113	10/21/1983	Notice by Sun Exploration and Production Company to APP Production, Inc.
Ship Shoal 113	10/28/1983	Notice given by APP Production, Inc. to Sun Exploration and Production Company.
Ship Shoal 113	11/1/1983	Agreement of Sale and Purchase between Sun Exploration and Production Company and Odeco Oil & Gas Company.
Ship Shoal 113	11/2/1983	Preferential Right to Purchase Notice between Sun Exploration and Production Company and Ocean Drilling and Exploration Company.
Ship Shoal 113	11/28/1983	Notice from Odeco Oil & Gas Company to Sun Exploration and Production Company.
Ship Shoal 113	11/1/1989	Facilities Use Agreement between Odeco Oil & Gas Company and Pello Oil Company.
Ship Shoal 113	3/5/1993	Purchase and Sale Agreement between Murphy Exploration & Production Company, et al and Murphy Exploration & Production Company.
Ship Shoal 113	3/3/1995	Facility Modification and Reimbursement Agreement between Transcontinental Gas Pipe Line Corporation and Murphy Exploration and Production Company.
Ship Shoal 113	4/1/2001	Exploration Agreement between Comstock Resources, Inc. et al and Bois d'Arc LLC.
Ship Shoal 113	11/1/2002	Asset Sale Agreement between Murphy Exploration & Production Company and Comstock Offshore, L.L.C.
Ship Shoal 113	12/20/2002	Supplement to Exploration Agreement between Comstock Resources, Inc. and Bois d'Arc L.L.C.
Ship Shoal 113	7/1/2003	Purchase and Sale Agreement between ConocoPhillips Company and Comstock Offshore, LLC.
Ship Shoal 113	7/1/2003	Bill of Sale between ConocoPhillips Company and Comstock Offshore, LLC.
Ship Shoal 113	7/1/2003	Deed and Assignment of Easements between ConocoPhillips Company and Comstock Offshore, LLC.
Ship Shoal 113	7/1/2003	Assignment of Contracts between ConocoPhillips Company and Comstock Offshore, LLC.
Ship Shoal 113	10/10/2003	Letter Agreement from ConocoPhillips Company to Comstock Offshore, LLC.

FIELD	EFFECTIVE DATE	CONTRACT
Ship Shoal 113	10/10/2003	Letter Agreement from ConocoPhillips Company to Comstock Offshore, L.L.C.
Ship Shoal 113	11/6/2003	Waiver of Preferential Right to Purchase from Noble Energy to Comstock Resources, Inc.
Ship Shoal 113	4/1/2005	Liquid Hydrocarbons Separation Agreement between Trunkline Field Services LLC and Bois d'Arc Offshore, Ltd., as amended.
Ship Shoal 113	4/1/2005	Liquid Hydrocarbons Separation Agreement between Trunkline Gas Company, LLC and Bois d'Arc Offshore, Ltd., as amended.
Ship Shoal 113	1/1/2006	Natural Gas Processing Agreement between Bois d'Arc Offshore Ltd, and MME GOM, L.P.
Ship Shoal 113	1/1/2006	Natural Gas Processing Agreement between Bois d'Arc Offshore Ltd, and MME GOM, L.P.
Ship Shoal 113	7/27/2006	Preferential Right Agreement between Noble Energy Inc. and Bois d'Arc Properties, LP.
Ship Shoal 113	11/23/2006	Preferential Right Agreement between Entech Enterprises, Inc. and Bois d'Arc Properties, LP.
Ship Shoal 113	6/19/2008	Clarification Letter sent by Bois d'Arc Energy to Stone Energy.
Ship Shoal 113	6/8/2009	Lease Extension Letter from The Louisiana Land and Exploration Company to Murphy Exploration & Production Company.
Ship Shoal 113	6/9/2010	Agreement for purchase of Net Profits Interest between Stone Energy Offshore, L.L.C.'s and Diverse-RIMCO.
Ship Shoal 113	1/1/2011	Amendment to Liquids Separation Agreement between Stone Energy Offshore, L.L.C. and Trunkline Field Services, L.L.C.
Ship Shoal 113	1/2/2011	Amendment to Liquids Separation Agreement between Stone Energy Offshore, L.L.C. and Trunkline Gas Company, LLC.
Ship Shoal 113	1/1/2012	Transportation Service Agreement between Stone Energy Offshore, L.L.C. and Sea Robin Pipeline Company, as amended.
Ship Shoal 113	1/1/2012	Assignment of Liquid Hydrocarbons Transportation Agreements between Trunkline Gas Company, LLC and Sea Robin Pipeline Company, LLC.
Ship Shoal 113	1/1/2013	Amendment to Transportation Service Agreement between Stone Energy Offshore, L.L.C. and Sea Robin Pipeline Company, LLC.

FIELD	EFFECTIVE DATE	CONTRACT
Ship Shoal 113	7/19/2013	Amendment to Liquids Transportation Agreement between Sea Robin Pipeline Company, LLC and Stone Energy Offshore, L.L.C.
Ship Shoal 113	7/19/2013	Amendment to Liquids Transportation Agreement between Sea Robin Pipeline Company, LLC and Stone Energy Offshore, L.L.C.
Ship Shoal 113	10/1/2014	Agreement between Shell Trading (US) Company and Stone Energy Corporation.
Ship Shoal 113	12/1/2014	Agreement between Shell Trading (US) Company and Stone Energy Corporation.
Ship Shoal 113	12/31/2014	Amendment to Transportation Service Agreement between Stone Energy Offshore, L.L.C. and Sea Robin Pipeline Company, LLC.
Vioska Knoll 989	9/1/1988	Offshore Operating Agreement between Exxon Corporation and Conoco Inc., as amended.
Vioska Knoll 989	5/26/1999	Production Handling Agreement, as amended, between BP Exploration & Production Inc., Kerr-McGee Oil & Gas Corporation, Exxon Corporation and BP Exploration & Production Inc., as amended.
Vioska Knoll 989	2/13/2001	Joint Venture Agreement (with Joint Operation Agreement attached, as amended) between BP Exploration & Production Inc., Kerr-McGee Corporation and Chieftain International US Inc.
Vioska Knoll 989	8/13/2001	Production Handling Agreement between BP Exploration & Production Inc., Kerr-McGee Corporation, BP Exploration & Production Inc., Kerr-McGee Oil & Gas Corporation and Hunt Oil Company, as amended.
Vioska Knoll 989	12/14/2001	Agreement between BP Exploration & Production Inc. and Hunt Oil Company, as amended.
Vioska Knoll 989	2/4/2005	Gathering, Separation, and Measurement Services Agreement between Williams Mobile Bay Producer Services, L.L.C. and Stone Energy Corporation.
Vioska Knoll 989	10/11/2006	Production Handling Agreement between BP Exploration Inc., Kerr-McGee Corporation, Walter Oil & Gas Corporation and Tana Exploration Company, LLC, as amended.
Vioska Knoll 989	5/1/2007	Farmout Agreement, between BP Exploration & Production Inc., Kerr-McGee Oil & Gas Corporation and LLOG Exploration Offshore, Inc., as amended.
Vioska Knoll 989	2/21/2008	Operating Agreement, between LLOG Exploration Offshore, Inc. and Nexen Petroleum Offshore U.S.A. Inc. and Kerr-McGee Oil & Gas Corporation, as amended.
Vioska Knoll 989	3/31/2009	Production Handling Agreement between BP Exploration & Production Inc., Kerr-McGee Corporation, LLOG Exploration Offshore, Nexen Petroleum Offshore U.S.A. Inc. and Kerr-McGee Oil & Gas Corporation, as amended.
Vioska Knoll 989	4/1/2010	Pompano Oil Buy/Sell Contract between BP Oil Supply Company and Shell Trading (US) Company.

FIELD	EFFECTIVE DATE	CONTRACT
Vioska Knoll 989	7/1/2011	Purchase and Sale Agreement between BP Exploration & Production Inc. and Stone Energy Offshores L.L.C.
Vioska Knoll 989	7/1/2011	Purchase and Sale Agreement between Anadarko US Offshore Corporation and Stone Energy Offshores L.L.C.
Vioska Knoll 989	1/25/2012	Non-Exclusive Reprocessed Geophysical Data Use Agreement between BP Exploration and Production Inc. ("BP") and Stone Energy Offshore, L.L.C., as amended.
Vioska Knoll 989	3/1/2012	Pompano Oil Purchase & Sale Agreement between Stone Energy and ConocoPhillips.
Vioska Knoll 989	3/21/2012	Letter Agreement between BP Exploration & Production Inc. and Stone Energy Offshore, L.L.C.
Vioska Knoll 989	4/24/2012	Construction, Installation, Operation, and Maintenance Agreement between Stone Energy Offshore, L.L.C. and Destin Pipeline Company L.L.C.
Vioska Knoll 989	10/1/2012	Letter Agreement between BP Exploration & Production, Inc. and Stone Energy Offshore, L.L.C.
Vioska Knoll 989	5/14/2013	Letter Agreement between ExxonMobil Production Company and Stone Energy Offshore, L.L.C.
Vioska Knoll 989	7/1/2013	Production Handling Agreement between Stone Energy Offshore, L.L.C., Stone Energy Corporation, and Stone Energy Offshore, L.L.C. and Hunt Oil Company.
Vioska Knoll 989	9/1/2013	Operating Agreement between ExxonMobil Corporation and Stone Energy Offshore, L.L.C.
Vioska Knoll 989	10/14/2015	Concurrence Agreement between Stone Energy Offshore, L.L.C. and Hunt Oil Company.

EXHIBIT A

RELATED CONTRACTS - TALOS RESOURCES LLC (RAM POWELL)

FIELD	DATE	CONTRACT
Viosca Knoll 912	8/15/1994	Gas Gathering Agreement between Viosca Knoll Gathering System and Shell Offshore Inc.
Viosca Knoll 912	3/10/1995	Gas Gathering Agreement between Viosca Knoll Gathering Company and Exxon Corporation, as amended.
Viosca Knoll 912	3/15/1995	Gas Gathering Agreement between Viosca Knoll Gathering Company and Amoco Energy Trading Corporation.
Viosca Knoll 912	7/20/1995	Lease of Platform Space and Construction and Ownership Agreement by and between VK-Main Pass Gathering Company, L.L.C., Shell Gas Pipeline Company, Amoco Production Company, and Exxon Corporation.
Viosca Knoll 912	11/15/1996	Lease of Offshore Platform Space Agreement among Shell Offshore Inc. (in its capacity as Lessee), Amoco Production Company and Exxon Corporation.
Viosca Knoll 912	11/15/1996	Tie-In Agreement (On-Platform) between Shell Offshore Inc., Amoco Production Company and Exxon Company, U.S.A.
Viosca Knoll 912	4/1/2004	Seventh Amendment to Conveyance of Gas Processing Rights between Enterprise Gas Processing, LLC, Shell Oil Company, Shell Exploration & Production Company, Shell Offshore Inc., Shell Consolidated Energy Resources, Inc., Shell Land & Energy Company, Shell Frontier Oil and Gas, Inc. and Shell Gulf of Mexico Inc.
Viosca Knoll 912	1/8/2010	Liaison Agreement between ITT Corporation, Advanced Engineering & Sciences Division, Automatic Dependent Surveillance-Broadcast (ADS-B) Contractor for Department of Transportation, Federal Aviation Administration and Shell Offshore Inc.
Viosca Knoll 912	11/30/2012	Gas Processing Agreement (Pascagoula Gas Processing Plant – Jackson County, Mississippi) between Plains Exploration & Production Company and PXP Offshore LLC ("Suppliers") and BP America Production Company ("Processor").
Viosca Knoll 912	9/29/2017	Production Handling Agreement between Shell Offshore Inc., Exxon Mobil Corporation, and Anadarko US Offshore LLC as Ram Powell TLP and Lateral Line Owners and LLOG Exploration Offshore L.L.C., LLOG Exploration & Production Company L.L.C., Beacon Offshore Energy Operating L.L.C., Ridgewood Steelhead L.L.C., ILX Prospect Steelhead L.L.C., HEDV Stonefly L.L.C., and Red Willow Offshore LLC as Stonefly Owners.

Exhibit A

Pipelines

EXHIBIT A**PIPELINES - TALOS RESOURCES LLC (RAM POWELL)**

FIELD	FROM	TO	TYPE	SEGMENT #	STATUS	ROW #	OPERATOR	PRODUCT	LENGTH OF LINE (feet)	OD (inches)	STONE'S OWNERSHIP
Vioska Knoll 912	VK 956 A-Platform	VK 817 A-Platform	Gas	10677	ACT	OCS-G 15638	Talos Petroleum LLC	GAS	133,427	14-inch	100.000000%
Vioska Knoll 912	VK 956 A-Platform	MP 289 C-Platform	Oil	10680	ACT	OCS-G 15639	Talos Petroleum LLC	OIL	140,289	12-inch	100.000000%

EXHIBIT A
PIPELINES - TALOS RESOURCES LLC

FIELD	FROM	TO	TYPE	SEGMENT #	STATUS	ROW #	OPERATOR	PRODUCT	LENGTH OF LINE (feet)	OD (inches)	STONE'S OWNERSHIP
Bayou Hebert	Bayou Hebert Production Facility, T14S-R5E, Section 18	Meter Site, T14S-R5E, Section 17	Lease	P20110682	ACT	N/A	PetroQuest Energy, L.L.C.	Flowline	1,097	8"	30.933600%
Bayou Hebert	Bayou Hebert Production Facility, T14S-R5E, Section 18	Hot Tap, T14S-R5E, Section 17	Lease	P20111669	ACT	N/A	PetroQuest Energy, L.L.C.	Flowline	1,866	6"	30.933600%
Bayou Hebert	Bayou Hebert Production Facility, T14S-R5E, Section 18	Chevron Pipeline Tie-In	Lease	P20120448	ACT	N/A	PetroQuest Energy, L.L.C.	Flowline	45,352	8"	30.933600%
Bayou Hebert	Bayou Hebert Production Facility, T14S-R5E, Section 18	CRIS R RA SUA; Broussard Est. No. 2	Lease	P20120800	ACT	N/A	PetroQuest Energy, L.L.C.	Flowline	1,305	8"	30.933600%
Bayou Hebert	CRIS R RA SUA; Broussard Est. No. 1	Bayou Hebert Production Facility, T14S-R5E, Section 18	Lease	P20130043	ACT	N/A	PetroQuest Energy, L.L.C.	Flowline	1,343	8"	30.933600%
Bayou Hebert	CRIS R RA SUA; Thibodeaux Estate Well No. 001	Bayou Hebert Production Facility, T14S-R5E, Section 18	Lease	P20110682	ACT	N/A	PetroQuest Energy, L.L.C.	Flowline	2,511	6"	30.933600%
Green Canyon 490	GB 260 Platform A	GC 490 Well No. 1	Lease	18238	ACT	N/A	Apache Deepwater LLC	UMBH	188,702	3"	25.000000%
Green Canyon 490	GC 490 Well No. 1	GB 260 Platform A	ROW	18237	ACT	29068	Apache Deepwater LLC	BLKG	180,618	6"	25.000000%
Main Pass 288	MP 287 A	MP 288 A	Lease	14283	ACT	N/A	Talos Petroleum LLC	BLKG	13,619	6 5/8"	100.000000%
Main Pass 288	MP 287 A	MP 288 A	Lease	14285	ACT	N/A	Talos Petroleum LLC	BLKG	13,619	4"	100.000000%
Main Pass 288	MP 288 A	MP 289 B	Lease	4582	PABN	N/A	Talos Petroleum LLC	OIL	16,000	4"	100.000000%
Main Pass 288	MP 288 A	MP 287 8" SSTI	Lease	14284	ACT	N/A	Talos Petroleum LLC	OIL	14,095	6 5/8"	100.000000%
Main Pass 288	MP 288 A	MP 287 A	Lease	14286	ACT	N/A	Talos Petroleum LLC	SPLY	13,618	3 1/2"	100.000000%
Main Pass 288	MP 288 A Platform	MP 289 B Platform	Lease	4581	ACT	N/A	Talos Petroleum LLC	GAS	16,000	3 1/2"	100.000000%
Mississippi Canyon 109	MC 109 "A" Platform	MC 108 (12" SSTI)	ROW	9348	ACT	12729	Talos Petroleum LLC	Gas	17,713	8"	100.000000%
Mississippi Canyon 109	MC 109 "A" Platform	SP 49 "A" Platform	ROW	15803	ACT	12728	Talos Petroleum LLC	Oil	39,070	8"	72.819000%

FIELD	FROM	TO	TYPE	SEGMENT #	STATUS	ROW #	OPERATOR	PRODUCT	LENGTH OF LINE (feet)	OD (inches)	STONE'S OWNERSHIP
Mississippi Canyon 109	MC 109 A	SP 0050 8-inch SSTI	ROW	15803	ACT	12728	Talos Petroleum LLC	OIL	39,070	8 5/8"	100.000000%
Mississippi Canyon 109	SP 24 Onshore E3 Facility	SP 24 Terminal & 100' x 100' sublease with a Valve Platform	ROW	N/A	ACT	N/A	FW GOM Pipeline, Inc.	Flowline	~5,280 ft or ~1 mile	10"	33.333333%
Mississippi Canyon 109	SP 49 Platform A	SP 49 Onshore E3 Facility	ROW	15064 (Federal)	ACT	7561 (Fed) 1858 (State)	FW GOM Pipeline, Inc.	G/O	~158,000 ft or ~30 miles	10"	33.333333%
Ship Shoal 113	SS 092 Flange End	SS 093 #16	Lease	19594	ACT	N/A	Talos Petroleum LLC	BLKO	11,884	4"	100.000000%
Ship Shoal 113	SS 093 #13	SS 093 03 SSTI	Lease	1002	ACT	N/A	Talos Petroleum LLC	BLKO	2,000	4"	100.000000%
Ship Shoal 113	SS 093 #13	SS 093 M	Lease	7940	ACT	N/A	Talos Petroleum LLC	LIFT	3,174	4"	100.000000%
Ship Shoal 113	SS 093 #16	SS 114 L	Lease	995	ACT	N/A	Talos Petroleum LLC	BLKO	14,500	3 1/2"	100.000000%
Ship Shoal 113	SS 093 #16	SS 092 4-inch SSTI	Lease	19595	ACT	N/A	Talos Petroleum LLC	LIFT	11,899	4"	100.000000%
Ship Shoal 113	SS 093 #16	SS 093 #13	Lease	9040	ACT	N/A	Talos Petroleum LLC	LIFT	4,200	(2 1/2" or 2 7/8"	100.000000%
Ship Shoal 113	SS 093 #16	SS 114 L	Lease	9755	ACT	N/A	Talos Petroleum LLC	BLKO	13,414	3 1/2" to 4"	100.000000%
Ship Shoal 113	SS 093 #17	SS 093 #16	Lease	9041	PABN	N/A	Talos Petroleum LLC	BLKO	3,950	3 1/2"	100.000000%
Ship Shoal 113	SS 093 #17	SS 093 #16	Lease	9042	PABN	N/A	Talos Petroleum LLC	BLKO	4,276	3 1/2"	100.000000%
Ship Shoal 113	SS 093 #17	SS 093 #16	Lease	9043	PREM	N/A	Talos Petroleum LLC	BLKO	4,200	3 1/2" to 4"	100.000000%
Ship Shoal 113	SS 093 #43	SS 093 #61	Lease	10144	OUT	N/A	Talos Petroleum LLC	BLKO	1,473	4"	100.000000%
Ship Shoal 113	SS 093 02 SSTI	SS 093 #43	Lease	10819	ACT	N/A	Talos Petroleum LLC	LIFT	1,339	2 1/2" or 2 7/8"	100.000000%
Ship Shoal 113	SS 093 Caisson No. 16	SS 093 Well No. 66	Lease	18825	ACT	N/A	Talos Petroleum LLC	LIFT	4,163	3 1/2"	100.000000%
Ship Shoal 113	SS 093 M	SS 093 #13	Lease	7305	ACT	N/A	Talos Petroleum LLC	BLKO	3,174	4"	100.000000%
Ship Shoal 113	SS 093 M (#41)	SS 093 #44	Lease	7946	ACT	N/A	Talos Petroleum LLC	LIFT	2,290	2 1/2" or 2 7/8"	100.000000%
Ship Shoal 113	SS 093 O (#50)	SS 114 L	Lease	8697	ACT	N/A	Talos Petroleum LLC	BLKO	4,420	4"	100.000000%
Ship Shoal 113	SS 093 O (#50)	SS 114 L	Lease	9074	OUT	N/A	Talos Petroleum LLC	BLKO	4,431	4"	100.000000%

FIELD	FROM	TO	TYPE	SEGMENT #	STATUS	ROW #	OPERATOR	PRODUCT	LENGTH OF LINE (feet)	OD (inches)	STONE'S OWNERSHIP
Ship Shoal 113	SS 093 Plat #61	SS 114 Plat "L"	Lease	14230	ACT	N/A	Talos Petroleum LLC	BLKO	16,205	4"	100.000000%
Ship Shoal 113	SS 093 Well #43	SS 093 Well #61	Lease	15735	ACT	N/A	Talos Petroleum LLC	LIFT	1,037	2 1/2" or 2 7/8"	100.000000%
Ship Shoal 113	SS 093 Well No. 66 KAH-6600	SS 093 Caisson No. 16	Lease	18827	ACT	N/A	Talos Petroleum LLC	BLKO	4,136	4"	100.000000%
Ship Shoal 113	SS 093 Well#35	SS 114 Platform L	Lease	17382	PREM	N/A	Talos Petroleum LLC	BLKO	8,385	6 5/8"	100.000000%
Ship Shoal 113	SS 112 #04	SS 119 #12	Lease	8084	ACT	N/A	Talos Petroleum LLC	BLKO	8,075	4"	100.000000%
Ship Shoal 113	SS 112 #04	SS 119 #12	Lease	9554	ACT	N/A	Talos Petroleum LLC	LIFT	8,148	03-04	100.000000%
Ship Shoal 113	SS 112 #06	SS 118 #06	Lease	9854	ACT	N/A	Talos Petroleum LLC	LIFT	9,477	03-04	100.000000%
Ship Shoal 113	SS 112 03 SSTI	SS 112 T (#11)	Lease	9851	ACT	N/A	Talos Petroleum LLC	LIFT	462	3"	100.000000%
Ship Shoal 113	SS 112 Platform 4	SS 112 Platform 6	Lease	9860	ACT	N/A	Talos Petroleum LLC	LIFT	1,376	3"	100.000000%
Ship Shoal 113	SS 112 V	SS 119 W	Lease	10982	ACT	N/A	Talos Petroleum LLC	BLKG	4,617	4"	100.000000%
Ship Shoal 113	SS 112 V (#13)	SS 119 04 SSTI	Lease	10255	ACT	N/A	Talos Petroleum LLC	BLKO	8,485	4"	100.000000%
Ship Shoal 113	SS 112 Well T	SS 112 Well #4	Lease	9988	ACT	N/A	Talos Petroleum LLC	BLKO	644	4"	100.000000%
Ship Shoal 113	SS 113 #41	SS 114 H	Lease	9832	ACT	N/A	Talos Petroleum LLC	BLKO	2,766	4"	100.000000%
Ship Shoal 113	SS 113 06 SSTI	SS 113 26 SSTI	Lease	19599	ACT	N/A	Talos Petroleum LLC	GAS	442	6 5/8"	100.000000%
Ship Shoal 113	SS 114 "H" Plat	SS 113 41 Well	Lease	14024	ACT	N/A	Talos Petroleum LLC	LIFT	3,236	02-03	100.000000%
Ship Shoal 113	SS 114 #46	SS 114 A	Lease	6596	OUT	N/A	Talos Petroleum LLC	BLKG	3,232	4"	100.000000%
Ship Shoal 113	SS 114 A	SS 114 H	Lease	3870	ACT	N/A	Talos Petroleum LLC	LIFT	3,200	2"	100.000000%
Ship Shoal 113	SS 114 A	SS 114 FLARE	Lease	9789	ACT	N/A	Talos Petroleum LLC	FLG	569	8"	100.000000%
Ship Shoal 113	SS 114 A Plat	SS 114 L Plat	Lease	11252	ACT	N/A	Talos Petroleum LLC	BLKO	11,632	6"	100.000000%
Ship Shoal 113	SS 114 H	SS 114 A	Lease	1032	ACT	N/A	Talos Petroleum LLC	BLKO	3,419	4"	100.000000%

FIELD	FROM	TO	TYPE	SEGMENT #	STATUS	ROW #	OPERATOR	PRODUCT	LENGTH OF LINE (feet)	OD (Inches)	STONE'S OWNERSHIP
Ship Shoal 113	SS 114 H	SS 114 A	Lease	1040	ACT	N/A	Talos Petroleum LLC	BLKO	3,505	4"	100.000000%
Ship Shoal 113	SS 114 L	SS 119 6-inch SSTI	ROW	8786	ACT	00888	Transcontinental Gas Pipe Line Company, LLC	GAS	26,198	6"	100.000000%
Ship Shoal 113	SS 114 L	SS 093 #16	Lease	9736	ACT	N/A	Talos Petroleum LLC	LIFT	13,592	02-03	100.000000%
Ship Shoal 113	SS 114 L	SS 093 30 SSTI	Lease	10290	ACT	N/A	Talos Petroleum LLC	G/O	10,992	6"	100.000000%
Ship Shoal 113	SS 114 Platform L	SS 093 Well#35	Lease	17383	PREM	N/A	Talos Petroleum LLC	LIFT	8,375	4"	100.000000%
Ship Shoal 113	SS 114 Platform L	SS 093 Well#35	Lease	17383	PREM	N/A	Talos Petroleum LLC	LIFT	8,361	4"	100.000000%
Ship Shoal 113	SS 117 #02	SS 114 A	Lease	9292	ACT	N/A	Talos Petroleum LLC	BLKO	4,113	4"	100.000000%
Ship Shoal 113	SS 117 #02	SS 114 A	Lease	9790	ACT	N/A	Talos Petroleum LLC	BLKO	4,114	3 1/2" to 4"	100.000000%
Ship Shoal 113	SS 118 Platform R	SS 112 Platform #4	Lease	9862	ACT	N/A	Talos Petroleum LLC	LIFT	13,459	4"	100.000000%
Ship Shoal 113	SS 118 R	SS 118 FLARE	Lease	9830	ACT	N/A	Talos Petroleum LLC	FLG	800	6"	100.000000%
Ship Shoal 113	SS 118 R	SS 119 06 SSTI	Lease	19598	ACT	N/A	Talos Petroleum LLC	GAS	8,212	10 3/4"	100.000000%
Ship Shoal 113	SS 118 R	SS 114 A	Lease	10163	ACT	N/A	Talos Petroleum LLC	OIL	17,557	4"	100.000000%
Ship Shoal 113	SS 119 #12	SS 118 R	Lease	4193	ACT	N/A	Talos Petroleum LLC	BLKO	12,065	4"	100.000000%
Ship Shoal 113	SS 119 #12	SS 118 R	Lease	4194	ACT	N/A	Talos Petroleum LLC	BLKO	13,005	6"	100.000000%
Ship Shoal 113	SS 119 #12	SS 118 R	Lease	11031	ACT	N/A	Talos Petroleum LLC	BLKO	11,692	6"	100.000000%
Ship Shoal 113	SS 119 #22	SS 119 #12	Lease	10897	OUT	N/A	Talos Petroleum LLC	BLKG	7,983	3"	100.000000%
Ship Shoal 113	SS 119 #23	SS 119 W	Lease	14586	ACT	N/A	Talos Petroleum LLC	BLKG	1,791	4"	100.000000%
Ship Shoal 113	SS 119 03 SSTI	SS 119 Q	Lease	9616	ACT	N/A	Talos Petroleum LLC	LIFT	196	3"	100.000000%
Ship Shoal 113	SS 119 Caisson 12	SS 119 Well No. 24	Lease	14959	OUT	N/A	Talos Petroleum LLC	LIFT	1,129	2"	100.000000%
Ship Shoal 113	SS 119 Flng End	SS 119 Plat #12	Lease	14249	ACT	N/A	Talos Petroleum LLC	BLKO		4"	100.000000%

FIELD	FROM	TO	TYPE	SEGMENT #	STATUS	ROW #	OPERATOR	PRODUCT	LENGTH OF LINE (feet)	OD (Inches)	STONE'S OWNERSHIP
Ship Shoal 113	SS 119 Platform W	SS 119 Well No.23	Lease	14587	ACT	N/A	Talos Petroleum LLC	BLKO	1,791	2"	100.000000%
Ship Shoal 113	SS 119 Q	SS 112 #04	Lease	9863	ACT	N/A	Talos Petroleum LLC	BLKO	2,223	4"	100.000000%
Ship Shoal 113	SS 119 W	SS 112 #6	Lease	10398	ACT	N/A	Talos Petroleum LLC	BLKG	5,391	4"	100.000000%
Ship Shoal 113	SS 119 W	SS 119 #12	Lease	10399	ACT	N/A	Talos Petroleum LLC	BLKO	7,593	4"	100.000000%
Ship Shoal 113	SS 119 Well No. 24	SS 119 Caisson 12	Lease	14958	OUT	N/A	Talos Petroleum LLC	BLKO	1,130	4"	100.000000%
Ship Shoal 113	SS 92 #08	SS 92 04 SST1	Lease	19596	ACT	N/A	Talos Petroleum LLC	BLKO	549	4	100.000000%
Ship Shoal 113	SS 92 4-inch SST1	SS 92 No.8 Caisson	Lease	19597	ACT	N/A	Talos Petroleum LLC	LIFT	632	4	100.000000%
Ship Shoal 113	SS 93 #16	SS 114 L	Lease	1005	ACT	N/A	Talos Petroleum LLC	BLKO	14,500	6	100.000000%
Ship Shoal 113	SS 93 #43	SS 114 L	Lease	9712	PREM	N/A	Talos Petroleum LLC	BLKO	14,584	4	100.000000%
Vioska Knoll 989	MC 028 SSTEMP	VK 989 A	Lease	10687	ACT	N/A	Talos Petroleum LLC	BLKG	22,305	8 5/8"	100.000000%
Vioska Knoll 989	MC 028 SSTEMP	VK 989 A	Lease	10688	ACT	N/A	Talos Petroleum LLC	BLKG	22,229	8 5/8"	100.000000%
Vioska Knoll 989	MC 028 SSTEMP	VK 989 A	Lease	10689	ACT	N/A	Talos Petroleum LLC	TEST	22,203	4"	100.000000%
Vioska Knoll 989	MC 028 SSTEMP	VK 989 A	Lease	10690	ACT	N/A	Talos Petroleum LLC	SERV	22,203	4"	100.000000%
Vioska Knoll 989	MC 029 Infield SUTA North	MC 029 Infield SUTA South	Lease	19065	ACT	N/A	Talos Petroleum LLC	UMBC	6,800	5"	65.384620%
Vioska Knoll 989	MC 029 PLEM A	VK 989 Platform A	Lease	19063	ACT	N/A	Talos Petroleum LLC	BLKO	42,092	6 5/8"	65.384620%
Vioska Knoll 989	MC 029 PLEM A HUB	MC 029 PLEM B HUB	Lease	19066	ACT	N/A	Talos Petroleum LLC	BLKO	50	6 5/8"	65.384620%
Vioska Knoll 989	MC 029 PLEM B	VK 0989 A Platform	Lease	19069	ACT	N/A	Talos Petroleum LLC	BLKO	42,250	6 5/8"	65.384620%
Vioska Knoll 989	MC 029 Well # 4 HUB	MC 029 In-Line Sled B	Lease	19067	ACT	N/A	Talos Petroleum LLC	BLKO	45	6 5/8"	65.384620%
Vioska Knoll 989	MC 029 Well #5 HUB	MC 029 PLEM B HUB	Lease	19068	ACT	N/A	Talos Petroleum LLC	BLKO	46	6 5/8"	65.384620%
Vioska Knoll 989	MC 072 SS Well No.2	VK 989 A Platform	ROW	17769	OUT	28550	M21K, LLC	BLKG	27,252	4" to 6 5/8"	10.000000%

FIELD	FROM	TO	TYPE	SEGMENT #	STATUS	ROW #	OPERATOR	PRODUCT	LENGTH OF LINE (ft)	ID (inches)	STONE'S IMPERMEABILITY
Vioska Knoll 989	MC 211 PLEM	VK 989 A	ROW	12521	OUT	21495	Exxon Mobil Corporation	CSNG	147,851	12"	50.0000000%
Vioska Knoll 989	MC 211 SSANIFO	VK 989 A	ROW	12520	OUT	21495	Exxon Mobil Corporation	BLKG	147,851	8 5/8"	50.0000000%
Vioska Knoll 989	MC 211 SSANIFO	VK 989 A	ROW	12523	OUT	21496	Exxon Mobil Corporation	BLKG	148,228	8 5/8"	50.0000000%
Vioska Knoll 989	MC 211 SSW#01	MC 211 SSANIFO	Lease	12524	OUT	N/A	Exxon Mobil Corporation	BLKG	34	7" special	50.0000000%
Vioska Knoll 989	MC 211 SSW#03	MC 211 SSANIFO	Lease	12526	OUT	N/A	Exxon Mobil Corporation	BLKG	42	7" special	50.0000000%
Vioska Knoll 989	MC 211 SSW#2	MC 211 SSANIFO	Lease	12525	PREM	N/A	Exxon Mobil Corporation	BLKG	53	7" special	50.0000000%
Vioska Knoll 989	MC 29 Well No. 6	MC 29 PLEM "A"	Lease	19428	ACT	N/A	Talos Petroleum LLC	BLKG	75	6 5/8"	65.384620%
Vioska Knoll 989	MC 29 Well No. 7	MC 29 Inline Sled A	ROW	19438	ACT	29313	Talos Petroleum LLC	BLKO	68	6 5/8"	65.384620%
Vioska Knoll 989	VK 989 A	SP 062 12 SSTI	ROW	10269	ACT	14680	Talos Petroleum LLC	OIL	57,557	12"	100.0000000%
Vioska Knoll 989	VK 989 A	MC 0211 UT A	ROW	12522	ACT	21495	Exxon Mobil Corporation	UMB	149,966	3 1/2" to 6 5/8"	50.0000000%
Vioska Knoll 989	VK 989 A	MC 029 Infield SUT A South	Lease	19064	ACT	N/A	Talos Petroleum LLC	UMHC	30,850	5"	100.0000000%
Vioska Knoll 989	VK 989 A Platform	MC 072 SS Well No.2	ROW	17770	OUT	28550	M21K, LLC	UBEH	29,757	2 1/2" or 2 7/8"	10.0000000%
Vioska Knoll 989	VK 989 Plat "A"	MC 028 SSTEMP	Lease	13886	ACT	N/A	Talos Petroleum LLC	UMB	25,100	3 1/2"	100.0000000%
Vioska Knoll 989	VK 989 Platform A	MC 028 EUT A	Lease	19098	ACT	N/A	Talos Petroleum LLC	UMBE	23,035	2 1/2" or 2 7/8"	100.0000000%

CERTIFIED COPY OF RESOLUTIONS OF MORTGAGORS

[SEE ATTACHED]

**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;

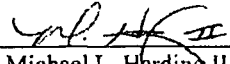
This written consent may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and all of which shall together constitute one and the same instrument. Counterparts and executed signature pages transmitted by facsimile or email shall be valid as originals.

[COUNTERPART SIGNATURE PAGES FOLLOW]

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

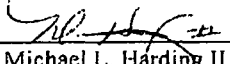
TALOS PRODUCTION LLC,

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,

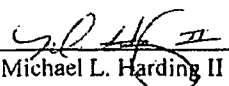
in its capacity as the sole member of **CKB
PETROLEUM, LLC**

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

SIGNATURE PAGE TO OMNIBUS RESOLUTIONS

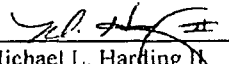
TALOS GULF COAST LLC,

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

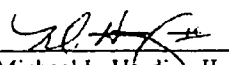
TALOS MANAGEMENT INTERMEDIARY LLC,

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,

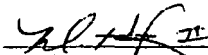
in its capacity as the managing member of
**TALOS ENERGY OPERATING
COMPANY LLC**

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

TALOS ENERGY LLC,

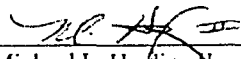
SIGNATURE PAGE TO OMNIBUS RESOLUTIONS

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

SIGNATURE PAGE TO OMNIBUS RESOLUTIONS

CERTIFIED RESOLUTIONS

Resolutions of

TALOS ERT LLC,
TALOS ENERGY OFFSHORE LLC,
TALOS ENERGY PHOENIX LLC,
TALOS GULF COAST OFFSHORE LLC,
TALOS GULF COAST ONSHORE LLC, and
TALOS RESOURCES LLC

June 22, 2018

The undersigned, the Executive Vice President, Chief Financial Officer and Treasurer of TALOS ERT LLC, a Delaware limited liability company, TALOS ENERGY OFFSHORE LLC, a Delaware limited liability company, TALOS ENERGY PHOENIX LLC, a Delaware limited liability company, TALOS GULF COAST OFFSHORE LLC, a Delaware limited liability company, TALOS GULF COAST ONSHORE LLC, a Delaware limited liability company, and TALOS RESOURCES 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 Exhibit A were adopted by each Mortgagor, by written consent in lieu of a meeting.

TALOS ERT LLC,
TALOS ENERGY OFFSHORE LLC,
TALOS ENERGY PHOENIX LLC,
TALOS GULF COAST OFFSHORE LLC,
TALOS GULF COAST ONSHORE LLC, and
TALOS RESOURCES LLC

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