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RECEIVED  
ADJUDICATION SECTION  
APR 23 2021

LATHAM & WATKINS LLP

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March 7, 2021

Bureau of Ocean Energy Management  
Gulf of Mexico OCS Region  
1201 Elmwood Park Boulevard  
New Orleans, LA 70123-2394

Attention: Adjudication

Re: Leases – OCS-G - 00599, 00605, 00972, 00974, 01023, 01238, 01526, 01618, 01665, 01666, 01984, 02130, 02280, 02281, 02316, 02572, 02601, 02917, 03417, 03471, 03484, 04882, 04940, 05438, 05599, 05602, 05687, 05809, 05825, 06238, 06655, 06892, 06893, 06896, 06898, 06899, 07799, 07917, 07923, 08467, 08475, 08483, 08784, 09387, 09637, 09771, 09777, 12027, 12355, 12358, 13079, 13081, 13928, 13997, 14021, 14493, 15156, 15158, 15276, 15513, 15563, 16500, 16727, 17406, 17407, 17408, 17942, 18054, 18192, 19866, 19869, 21176, 21642, 22621, 22738, 22812, 22868, 22877, 23740, 24055, 24059, 24060, 24064, 24133, 24134, 24924, 24926, 24990, 26302, 26655, 26664, 27247, 27249, 27982, 31418, 31732, 32303, 32363, 32873, 33140, 33177, 32342, 33658, 33693, 33707, 33755, 33757, 34435, 34438, 34441, 34829, 34874, 34878, 34909, 34971, 35324, 35326, 35385, 35491, 35620, 35658, 35805, 35823, 35984, 36405, 36566, 36762 and 38030

Leases – OCS – 00038, 00040, 00042, 00063, 00064, 00065, 00066, 00067, 00068, 00069, 00079, 00593, 00594, 00775

Dear Sir or Madam:

Enclosed are two copies of the UCC-1 (“UCC-1”) naming Debtors as Talos Resources LLC, Talos Energy Offshore LLC, Talos Gulf Coast Offshore LLC, Talos Gulf Coast Onshore LLC, Talos ERT LLC, Talos Energy Phoenix LLC, Talos Oil and Gas LLC, Talos Exploration LLC and Talos Third Coast LLC, in favor of Secured Party, to the Wilmington Trust, National Association, as Collateral Agent.

Please file the UCC-1 as a non-required Category 3 document. Once it has been filed, please return the duplicate filed stamped UCC-1 and this receipt letter to my attention in the enclosed self-addressed Federal Express return envelope.

Also enclosed are receipts evidencing payment of the required online filing fee via PayGov.

Please evidence that the foregoing has been accomplished by signing a copy of this letter in the space below. If you have any questions or need additional information, please do not hesitate to contact me at 713-546-7448 or denese.alaniz@lw.com.

LATHAM & WATKINS LLP

Sincerely,



Denese A. Alaniz  
Senior Paralegal

Enclosures

BOEM, Gulf of Mexico OCS Region:

By: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**RECEIVED  
ADJUDICATION SECTION  
APR 23 2021**

**Important - Read Instructions before filing out form.**

**Follow instructions carefully.**

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

1a Organization's Name Talos Third Coast LLC				
OR				
1b Individual's Last Name (and Title of Lineage (e.g. Jr. Sr. III, if applicable))		First Name	Middle Name	
1c Mailing Address 333 Clay Street, Suite 3300		City Houston	State TX	Postal Code 77002-4140
Country USA				
1d Tax ID #: SSN or EIN	Add'l info re Organization Debtor	1e Type of Organization limited liability company	1f Jurisdiction of Organization Delaware	1g Organizational ID # if any 7840365 <input type="checkbox"/> None

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

2a Organization's Name Talos Energy Offshore LLC				
OR				
2b Individual's Last Name (and Title of Lineage (e.g. Jr. Sr. III), if applicable)		First Name	Middle Name	
2c Mailing Address 333 Clay Street, Suite 3300		City Houston	State TX	Postal Code 77002-4140
Country USA				
2d Tax ID #: SSN or EIN	Add'l info re Organization Debtor	2e Type of Organization limited liability company	2f Jurisdiction of Organization Delaware	2g Organizational ID #, if any 5137912 <input type="checkbox"/> None

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

3a Organization's Name Wilmington Trust, National Association, as Collateral Agent				
OR				
3b Individual's Last Name (and Title of Lineage (e.g. Jr. Sr. III), if applicable)		First Name	Middle Name	
3c Mailing Address 50 South Sixth Street, Suite 1290		City Minneapolis	State MN	Postal Code 55402
Country USA				

4. This FINANCING STATEMENT covers the following collateral:

ALL OF DEBTOR'S RIGHTS, TITLE AND INTERESTS IN, UNDER AND TO THE COLLATERAL DEFINED IN AND MORE FULLY DESCRIBED BY THAT CERTAIN SECOND LIEN MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT ATTACHED HERETO AS "EXHIBIT A".

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

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

6a Check only if applicable and check only one box  
 Debtor is a Transmitting Utility. Filing is Effective Until Terminated  
 Filed in connection with a public finance transaction. Filing is effective for 30 years

6b Check only if applicable and check only one box  
 Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

10. The space below is for Filing Office Use Only

7. ALTERNATIVE DESIGNATION (If applicable)

<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> LESSEE/LESSOR
<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> BAILEE/BAILOR
<input type="checkbox"/> AG LIEN	<input type="checkbox"/> NON-UCC-FILING

8. Name and Phone Number to contact filer

9. Return Acknowledgement to:



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

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

**UCC FINANCING STATEMENT ADDITIONAL PARTY**

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1a was left blank because Individual Debtor name did not fit, check here

18a. ORGANIZATION'S NAME <b>Talos Third Coast LLC</b>	
OR	
18b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME Provide only one Debtor name (19a or 19b) (use exact, full name do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME <b>Talos Energy Phoenix LLC</b>			
OR			
19b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
19c. MAILING ADDRESS <b>333 Clay Street, Suite 3300</b>		CITY <b>Houston</b>	STATE   POSTAL CODE   COUNTRY <b>TX   77002-4104   USA</b>

20. ADDITIONAL DEBTOR'S NAME Provide only one Debtor name (20a or 20b) (use exact, full name do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME <b>Talos ERT LLC</b>			
OR			
20b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
20c. MAILING ADDRESS <b>333 Clay Street, Suite 3300</b>		CITY <b>Houston</b>	STATE   POSTAL CODE   COUNTRY <b>TX   77002-4104   USA</b>

21. ADDITIONAL DEBTOR'S NAME Provide only one Debtor name (21a or 21b) (use exact, full name do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME <b>Talos Exploration LLC</b>			
OR			
21b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
21c. MAILING ADDRESS <b>333 Clay Street, Suite 3300</b>		CITY <b>Houston</b>	STATE   POSTAL CODE   COUNTRY <b>TX   77002-4104   USA</b>

22.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME			
OR			
22b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c. MAILING ADDRESS		CITY	STATE   POSTAL CODE   COUNTRY

23.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME			
OR			
23b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c. MAILING ADDRESS		CITY	STATE   POSTAL CODE   COUNTRY

24. MISCELLANEOUS:

# UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

18a ORGANIZATION'S NAME <b>Talos Third Coast LLC</b>	
OR	
18b INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME Provide only one Debtor name (19a or 19b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

19a ORGANIZATION'S NAME <b>Talos Gulf Coast Offshore LLC</b>			
OR			
19b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
19c MAILING ADDRESS <b>333 Clay, Suite 3300</b>		CITY <b>Houston</b>	STATE <b>TX</b>
		POSTAL CODE <b>77002-4104</b>	COUNTRY <b>USA</b>

20. ADDITIONAL DEBTOR'S NAME Provide only one Debtor name (20a or 20b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

20a ORGANIZATION'S NAME <b>Talos Gulf Coast Onshore LLC</b>			
OR			
20b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
20c MAILING ADDRESS <b>333 Clay, Suite 3300</b>		CITY <b>Houston</b>	STATE <b>TX</b>
		POSTAL CODE <b>77002-4104</b>	COUNTRY <b>USA</b>

21. ADDITIONAL DEBTOR'S NAME Provide only one Debtor name (21a or 21b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

21a ORGANIZATION'S NAME <b>Talos Oil and Gas LLC</b>			
OR			
21b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
21c MAILING ADDRESS <b>333 Clay, Suite 3300</b>		CITY <b>Houston</b>	STATE <b>TX</b>
		POSTAL CODE <b>77002-4104</b>	COUNTRY <b>USA</b>

22.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a ORGANIZATION'S NAME			
OR			
22b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

23.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a ORGANIZATION'S NAME			
OR			
23b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

24. MISCELLANEOUS:

# UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

	18a ORGANIZATION'S NAME <b>Talos Third Coast LLC</b>		
OR	18b INDIVIDUAL'S SURNAME		
	FIRST PERSONAL NAME		
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME. Provide only one Debtor name (19a or 19b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

	19a ORGANIZATION'S NAME <b>Talos Resources LLC</b>			
OR	19b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
19c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
<b>333 Clay, Suite 3300</b>	<b>Houston</b>	<b>TX</b>	<b>77002-4104</b>	<b>USA</b>

20. ADDITIONAL DEBTOR'S NAME. Provide only one Debtor name (20a or 20b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

	20a ORGANIZATION'S NAME			
OR	20b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
20c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

21. ADDITIONAL DEBTOR'S NAME. Provide only one Debtor name (21a or 21b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

	21a ORGANIZATION'S NAME			
OR	21b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
21c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

22.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

	22a ORGANIZATION'S NAME			
OR	22b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
22c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

23.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

	23a ORGANIZATION'S NAME			
OR	23b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
23c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

24. MISCELLANEOUS:

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Space above for Parish Recorder's Use

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

**FROM**

**TALOS RESOURCES LLC  
(Organizational ID: 4537731),  
TALOS ENERGY OFFSHORE LLC  
(Organizational ID: 5137912),  
TALOS GULF COAST OFFSHORE LLC  
(Organizational ID: 4932768),  
TALOS GULF COAST ONSHORE LLC  
(Organizational ID: 4901051),  
TALOS ERT LLC  
(Organizational ID: 4098427),  
TALOS ENERGY PHOENIX LLC  
(Organizational ID: 6198093),  
TALOS OIL AND GAS LLC  
(Organizational ID: 5234006),  
TALOS EXPLORATION LLC  
(Organizational ID: 7787770)  
and  
TALOS THIRD COAST LLC  
(Organizational ID: 7840365)**

**TO**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Collateral Agent for the benefit of itself and the Secured Parties**

**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.**

STATE OF TEXAS

COUNTY OF HARRIS

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

BE IT KNOWN, that on the date set forth on the signature page below, but effective for all purposes as of the 4<sup>th</sup> day of January, 2021 (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 ENERGY OFFSHORE LLC, a Delaware limited liability company ("Offshore"), TALOS ENERGY PHOENIX LLC, a Delaware limited liability company ("Phoenix"), TALOS ERT LLC, a Delaware limited liability company ("ERT"), TALOS EXPLORATION LLC, a Delaware limited liability company ("Exploration"), TALOS GULF COAST OFFSHORE LLC, a Delaware limited liability company ("Gulf Coast Offshore"), TALOS GULF COAST ONSHORE LLC, a Delaware limited liability company ("Onshore"), TALOS OIL AND GAS LLC, a Delaware limited liability company ("Oil and Gas"), TALOS RESOURCES LLC, a Delaware limited liability company ("Resources"), and TALOS THIRD COAST LLC, a Delaware limited liability company ("Third Coast", and together with Offshore, Phoenix, ERT, Exploration, Gulf Coast Offshore, Onshore, Oil and Gas and Resources, the "Mortgagors" and each a "Mortgagor"), whose employer identification numbers end in (i) with respect to Offshore 6175, (ii) with respect to Phoenix 7461, (iii) with respect to ERT 8947 (iv) with respect to Exploration 2746, (v) with respect to Gulf Coast Offshore 3866, (vi) with respect to Onshore 5375 (vii) with respect to Oil and Gas 1412, (viii) with respect to Resources 5413 and (ix) with respect to Third Coast 2287 and each of whose address is c/o Talos Production Inc., 333 Clay St., Suite 3300, Houston, TX 77002, each herein represented by its 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:

Each Mortgagor executes this **SECOND LIEN MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT** (this "Mortgage") in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, in its capacity as Collateral Agent (as defined in the Indenture (as hereinafter defined), together with its successors and assigns in such capacity, the "Mortgagee"), for its benefit and the benefit of the Secured Parties (as hereinafter defined) with respect to all Mortgaged Properties (as hereinafter defined) and with respect to all UCC Collateral (as hereinafter defined).

## RECITALS

WHEREAS, pursuant to the Indenture, dated as of January 4, 2021 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Indenture”) between Talos Production Inc., a Delaware corporation (the “Company”) and Wilmington Trust, National Association, as trustee and collateral agent (in such capacity, the “Indenture Trustee”), the Company issued 12.000% Second-Priority Senior Secured Notes due 2026 (together with any and all additional notes issued pursuant to the Indenture, the “Notes”);

WHEREAS, the Notes and any Other Second-Priority Lien Obligations are secured on a second-priority pari passu basis by the Collateral;

WHEREAS, (1) pursuant to the Credit Agreement, dated as of May 10, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “RBL Credit Agreement”), among Talos Energy, Inc., the Company, as borrower, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacities, the “RBL Agent”), the lenders from time to time parties thereto and the other Persons from time to time party thereto, the Company may, from time to time, incur loans and letter of credit obligations and (2) pursuant to one or more of (a) the Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement, dated effective as of May 10, 2018, from ERT, Offshore, Phoenix, Gulf Coast Offshore, Onshore and Resources to the RBL Agent, (b) the Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement, dated as of February 14, 2020, from Oil and Gas and Offshore to the RBL Agent, (c) the Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement, dated as of February 28, 2020, from Exploration, Third Coast and Offshore to the RBL Agent and (d) the Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement, dated effective as of August 5, 2020, from Third Coast to the RBL Agent, each Mortgagor has granted to the RBL Agent a first-priority lien and security interest in the Collateral to secure its obligations under the RBL Credit Agreement and related documents;

WHEREAS, pursuant to the Intercreditor Agreement dated as of May 10, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Senior Lien Intercreditor Agreement”), among JPMorgan Chase Bank; N.A., as First Lien Agent, Wilmington Trust, National Association, in its capacity as trustee and collateral agent under the Existing Indenture (as defined in the Indenture), as Second Lien Agent (as each such terms are defined in the Senior Lien Intercreditor Agreement), the Company, the Subsidiaries of the Company named therein (including the Mortgagors) and the other parties thereto, and joined on the date hereof by the Indenture Trustee, as Second Lien Agent, the liens upon and security interest in the Collateral granted by this Mortgage are and shall be junior in all respects to the liens upon and security interest in the Collateral granted pursuant to, and subject to the terms and conditions of, the RBL Credit Agreement and other First Lien Documents;

WHEREAS, each Mortgagor is executing and delivering this Mortgage pursuant to the terms of the Indenture and any applicable Other Second-Priority Lien Obligations Document to induce the Holders to purchase the Notes and to induce the holders of any Other Second-Priority Lien Obligations to make their respective extensions of credit thereunder; and

WHEREAS, each Mortgagor is a Subsidiary of the Company, will derive substantial benefits from the extension of credit to the Company pursuant to the Indenture and any Other Second-Priority Lien Obligations Documents and is willing to execute and deliver this Mortgage in order to induce the Holders to purchase the Notes and to induce the holders of any Other Second-Priority Lien Obligations to make their respective extensions of credit thereunder.

Accordingly, the parties hereto agree 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 Indenture. Any capitalized term not defined in either this Mortgage or the Indenture shall have the meaning ascribed to such term in the Applicable UCC. The rules of construction and other interpretive provisions specified in Section 1.03 of the Indenture shall apply to this Mortgage, including terms defined in the preamble and recitals to this Mortgage.

1.3 Definitions.

“Applicable Agent” has the meaning assigned to such term in the Collateral Agreement.

“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.

“Authorized Representative” has the meaning assigned to such term in the Collateral Agreement.

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

“Collateral Agreement” means that certain Collateral Agreement dated as of January 4, 2021 among the Company, each Subsidiary of the Company listed on Schedule I thereto, each Subsidiary of the Company that becomes a party thereto after the date hereof and the Collateral Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Credit Documents” means the Notes Documents and the Other Second-Priority Lien Obligations Documents.

“Event of Default” means an “Event of Default” under and as defined in the Indenture or any other Credit Document.

“First Lien Agent” has the meaning assigned to such term in the Senior Lien Intercreditor Agreement.

“First Lien Documents” has the meaning assigned to such term in the Senior Lien Intercreditor Agreement.

“First Lien Obligations” has the meaning assigned to such term in the Senior Lien Intercreditor Agreement.

“First Lien Obligations Termination Date” has the meaning assigned to such term in the Collateral Agreement.

“Future Advances” means future obligations and future advances that the Mortgagee or any Secured Party may make pursuant to the Credit Documents.

“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 Secured Party 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 the Collateral Agreement.

“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 such Mortgagor's interests therein; and (f) all tenements, hereditaments, appurtenances and properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests, the rights, titles, interests and estates described or referred to above, that are now owned or that are hereafter acquired by any Mortgagor, including, without limitation, any and all property, real or personal, immovable or moveable, now owned or hereinafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or property or the lands pooled or unitized therewith, including any and all oil wells, gas wells, injection wells or other wells, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, gas processing plants, pipeline systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights, together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing.

"Other Second-Priority Lien Obligations" has the meaning assigned to such term in the Collateral Agreement.

"Other Second-Priority Lien Obligations Accession Agreement" has the meaning assigned to such term in the Collateral Agreement.

"Other Second-Priority Lien Obligations Documents" means any document or instrument executed and delivered with respect to any Other Second-Priority Lien Obligations, including the Security Documents, in each case, as such agreements, documents or instruments may be amended, restated, supplemented or otherwise modified from time to time.

"Permitted Encumbrances" means Liens that are not prohibited by the Indenture or any Other Second-Priority Lien Obligations Document.

"Requirement of Law" means, as to any Person, any law, treaty, rule, regulation, statute, order, ordinance, decree, judgment, consent decree, writ, injunction, settlement agreement or governmental requirement enacted, promulgated or imposed or entered into or agreed by any Governmental Authority, in each case applicable to or binding upon such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

"Secured Parties" has the meaning assigned to such term in the Collateral Agreement.

"Security Documents" means this Mortgage, any agreement pursuant to which assets are added to the Collateral or otherwise pledged or mortgaged to secure the Obligations and any other instruments or documents entered into and delivered in connection with any of the foregoing, as such agreements, instruments or documents may from time to time be amended, restated, supplemented or otherwise modified.

“Termination Date” shall mean the date when all the Obligations (other than contingent or unliquidated obligations or liabilities not then due) have been paid in full in cash or immediately available funds.

“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 Secured Parties, 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 Secured Parties, to secure the Obligations:

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

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

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

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

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

and all additional interests of any kind hereafter acquired by such Mortgagor in and to such related rights, titles, interests or estates.

(f) All of such Mortgagor's rights, titles and interests in and to all surface fees and fee estates described in Exhibit A, if any, compressor sites, settling ponds, equipment or pipe yards, office sites and all property and fixtures located thereon, whether such surface fees, fee estates, compressor sites, settling ponds, equipment or pipe yards, office sites, property and fixtures are fee simple estates, leasehold estates or otherwise, together with all present and future rights, titles, easements and estates now owned or hereafter acquired by such Mortgagor under or in connection with such interest.

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

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

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

2.2 Grant of Security Interest. To further secure payment of the Obligations when due, each Mortgagor hereby grants to the Mortgagee, for its benefit and the benefit of the Secured Parties, 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 Obligations.

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 Secured Parties 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 Indenture 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 Documents and subject to the Senior Lien Intercreditor Agreement, Mortgagor hereby transfers, assigns, warrants and conveys to the Mortgagee for the pro rata and pari passu use and benefit of the Secured Parties, effective as of the Effective Date, 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 Mortgagor by the Mortgagee, and to the extent permitted by applicable Requirement of Law:

(a) Subject to the terms and provisions of the Senior Lien Intercreditor Agreement, 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 Secured Parties and all such revenues and proceeds thereof shall be paid directly to the Mortgagee 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) Subject to the terms and provisions of the Senior Lien Intercreditor Agreement, 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 with the Mortgagee 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 each such Mortgagor, in the name of such Mortgagor or otherwise, and subject to the terms of the Senior Lien Intercreditor Agreement, 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;

(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, but the exercise of which shall be subject to the terms of the Senior Lien Intercreditor Agreement; and

(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 Secured Parties 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. Subject to the Senior Lien Intercreditor Agreement, 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 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 Documents, 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 junior priority Lien upon the Collateral, subject to any Permitted Encumbrances (provided that Permitted Liens under the Credit Documents 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). Each 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 such 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 Documents. No Mortgagor will 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. Subject to Permitted Encumbrances, each 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 each Mortgagor agrees to defend immediately against such adverse claim or take appropriate action to remove such cloud, in each case, at such Mortgagor's sole cost and expense. Each 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 such 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 4.06 of the Indenture or any equivalent provision in any Other Second-Priority Lien Obligations Document.

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 Indenture or any Credit Document 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, and subject to the terms of the Senior Lien Intercreditor Agreement, 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, but subject to the terms of the Senior Lien Intercreditor Agreement. 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, but subject to the terms of the Senior Lien Intercreditor Agreement. 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 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 subject to the terms of the Senior Lien Intercreditor Agreement (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. In the event that the Mortgagee is entitled to exercise any rights or remedies under this Mortgage or the other Security Documents, subject to the Senior Lien Intercreditor Agreement, the Mortgagee shall act at the direction of the Indenture Trustee, and, if no Notes Obligations remain outstanding, the Authorized Representative for the series of Other Second-Priority Lien Obligations representing the largest principal amount of then outstanding Second-Priority Lien Obligations.

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, subject to the terms of the Senior Lien Intercreditor Agreement, 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, subject to the terms of the Senior Lien Intercreditor Agreement, 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, subject to the terms of the Senior Lien Intercreditor Agreement, 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, subject to the terms of the Senior Lien Intercreditor Agreement, 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, subject to the terms of the Senior Lien Intercreditor Agreement, 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, but subject to the terms of the Senior Lien Intercreditor Agreement, 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, but subject to the terms of the Senior Lien Intercreditor Agreement.

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). Subject to the terms of the Senior Lien Intercreditor Agreement, 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 Secured Party 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 Documents, 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, any Subsidiary Guarantor or any 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 Subsidiary Guarantor or such other Person, and in such event each Mortgagor, each Subsidiary 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 junior 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, subject to the terms of the Senior Lien Intercreditor Agreement, 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 appraisal, 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. Subject to the terms of the Senior Lien Intercreditor Agreement, upon the occurrence and during the continuance of an Event of Default, the Mortgagee shall promptly apply the proceeds, moneys or balances of any collection or sale of Collateral, in the order specified below:

FIRST, to the pro rata payment of all out-of-pocket costs and expenses and indemnification amounts incurred by the Mortgagee and any Authorized Representative and all fees owed to them in connection with such collection or sale or otherwise in connection with any Credit Document or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Mortgagee or the relevant Authorized Representatives hereunder or under any other Credit Document on behalf of any Mortgagor, any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Credit Document and all other fees, indemnities and other amounts owing or reimbursable to the Mortgagee and any Authorized Agent under any Credit Document in its capacity as such;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the respective amounts of the Obligations owed to them on the date of any such distribution (or in accordance with such other method of distribution as may be set forth in the Senior Lien Intercreditor Agreement)); and

THIRD, to each such Mortgagor, its successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Mortgagee shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Mortgage. Upon the request of the Mortgagee prior to any distribution under this Section 5.14, each Authorized Representative shall provide to the Mortgagee, as applicable, certificates, in form and substance reasonably satisfactory to the Mortgagee, as applicable, setting forth the respective amounts referred to in this Section 5.14, that each applicable Secured Party or their Authorized Representative believes it is entitled to receive, and the Mortgagee, as applicable, shall be fully entitled to rely on such certificates. Upon any sale of Collateral by the Mortgagee (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by the Mortgagee or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Mortgagee or such officer or be answerable in any way for the misapplication thereof.

Notwithstanding the foregoing, in the event of any determination by a court of competent jurisdiction that (i) any of the Other Second-Priority Lien Obligations are unenforceable under applicable law or are subordinated to any other obligations, (ii) any of the Other Second-Priority Lien Obligations do not have an enforceable security interest in any of the Collateral and/or

(iii) any intervening security interest exists securing any other obligations (other than other Obligations) on a basis ranking prior to the security interest of such Other Second-Priority Lien Obligations but junior to the security interest of the Notes Obligations, (any such condition referred to in the foregoing clauses (i), (ii) or (iii) with respect to any Other Second-Priority Lien Obligations, an "Impairment" of such Other Second-Priority Lien Obligations), the results of such Impairment shall be borne solely by the holders of such Other Second-Priority Lien Obligations, and the rights of the holders of such Other Second-Priority Lien Obligations (including, without limitation, the right to receive distributions in respect of such Other Second-Priority Lien Obligations) set forth herein shall be modified to the extent necessary so that the effects of such Impairment are borne solely by the holders of such Other Second-Priority Lien Obligations subject to such Impairment. Notwithstanding the foregoing, with respect to any Collateral for which a third party (other than a Secured Party) has a lien or security interest that is junior in priority to the security interest of the holders of the Notes Obligations but senior (as determined by appropriate legal proceedings in the case of any dispute) to the security interest of any other Obligations (such third party, an "Intervening Creditor"), the value of any Collateral or proceeds which are allocated to such Intervening Creditor shall be deducted on a ratable basis solely from the Collateral or proceeds to be distributed in respect of the Obligations with respect to which such Impairment exists.

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, subject to the terms of the Senior Lien Intercreditor Agreement, 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 COMPANY WOULD BE REQUIRED TO DO SO PURSUANT TO SECTION 7.07 OF THE INDENTURE OR ANY EQUIVALENT PROVISION OF ANY OTHER SECOND-PRIORITY LIEN OBLIGATIONS DOCUMENT. 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 Termination or Release.

(a) Each Mortgagor shall automatically be released from its obligations hereunder and the security interests in the Collateral of such Mortgagor shall be automatically released upon the consummation of any transaction not prohibited by the Credit Documents as a result of which such Mortgagor ceases to be a Restricted Subsidiary or such Mortgagor is released from its Subsidiary Guarantee and from any other guarantee of the Credit Documents or otherwise ceases to be a Subsidiary Guarantor, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to such Mortgagor.

(b) (i) Upon any sale or other transfer by any Mortgagor of any Collateral that is not prohibited by the Credit Documents to any person that is not the Company or Subsidiary Party (as defined in the Collateral Agreement), or (ii) upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 9.02 of the Indenture and any equivalent provision of each applicable other Credit Document, the security interest in such Collateral shall be automatically released, all without delivery of any instrument or performance of any act by any party.

(c) If any of the Collateral shall become subject to the release provision set forth in Section 5.1 of the Senior Lien Intercreditor Agreement, such Collateral shall be automatically released from the security interest in such Collateral to the extent provided therein.

(d) This Mortgage, the Liens and all other security interests granted hereby, and all other Security Documents securing the Obligations, shall automatically terminate and/or be released all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to each such Mortgagor, as of the date

when all the Obligations (other than contingent or unliquidated obligations or liabilities not then due) have been paid in full in cash or immediately available funds.

(e) The security interest securing Notes Obligations will be released as provided in Section 11.04 of the Indenture and the security interest securing any Other Second-Priority Lien Obligations will be released as provided in the applicable Other Second-Priority Lien Obligations Documents.

(f) In connection with any termination or release pursuant to paragraphs (a) through (e) of this Section 7.1, the Mortgagee shall execute and deliver to each Mortgagor, at such Mortgagor's expense, all documents that such Mortgagor shall reasonably request to evidence such termination or release (including, without limitation, mortgage releases and UCC termination statements). Any execution and delivery of documents pursuant to this Section 7.1 shall be without recourse to or warranty by the Mortgagee. In connection with any release pursuant to paragraphs (a) through (e) above, each Mortgagor shall be permitted to take any action in connection therewith consistent with such release including, without limitation, the filing of mortgage releases and UCC termination statements. Upon the receipt of any necessary or proper instruments of termination, satisfaction or release prepared by the Company, the Mortgagee shall, subject to the Mortgagee's receipt of an Officers' Certificate from the Company certifying that such transaction is in compliance with the Credit Documents, execute, deliver or acknowledge such instruments or releases to evidence the release of any Collateral permitted to be released pursuant to this Mortgage, the other Security Documents or the Senior Lien Intercreditor Agreement. Each Mortgagor agrees to pay all documented out-of-pocket expenses incurred by the Mortgagee (and its representatives and counsel) in connection with the execution and delivery of such release documents or instruments.

(g) 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, the Company or the Subsidiary Guarantors 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 Secured Parties 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 Indenture 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 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, subject to the terms of the Senior Lien Intercreditor Agreement, 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 communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 13.02 of the Indenture (whether or not then in effect), as such address may be changed by written notice to the Mortgagee and the Company and all notices to any Authorized Representative with respect to any Other Second-Priority Lien Obligations shall be given to it at the address set forth in the Other Second-Priority Lien Obligations Accession Agreement. All communications and notices hereunder to Mortgagor shall be given to it in care of the Company, with such notice to be given as provided in Section 13.02 of the Indenture (whether or not then in effect).

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 as provided in Section 7.07 of the Indenture and any equivalent provision of any other Credit Document.

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

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

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

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

In that regard, the following information is provided:

Name of Debtors: TALOS THIRD COAST LLC  
TALOS ENERGY OFFSHORE LLC  
TALOS ENERGY PHOENIX LLC  
TALOS ERT LLC  
TALOS EXPLORATION LLC  
TALOS GULF COAST OFFSHORE LLC  
TALOS GULF COAST ONSHORE LLC  
TALOS OIL AND GAS LLC  
TALOS RESOURCES LLC

Address of Debtors: c/o Talos Production Inc.  
333 Clay St., Suite 3300  
Houston, TX 77002-4104  
Attention: Shane Young

State of Formation/Location  
of 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: Wilmington Trust, National Association,  
as Collateral Agent

Address of Secured Party: Wilmington Trust, National Association  
50 South Sixth Street, Suite 1290  
Minneapolis, MN 55402  
Attention: Talos Notes Administrator

Facsimile: (612) 217-5651

Owner of Record of  
Real Property: One or more of the Mortgagors

7.13 Limit on Obligations and Collateral. It is the intention of each Mortgagor, the Mortgagee and the Secured Parties 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 Secured Parties 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.

7.15 Senior Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Mortgagee pursuant to this Mortgage are expressly subject and subordinate to the liens and security interests granted to the holders of First Lien Obligations, including the First Lien Agent pursuant to each of (a) the Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement, dated effective as of May 10, 2018, from ERT, Offshore, Phoenix, Gulf Coast Offshore, Onshore and Resources to the First Lien Agent as collateral agent for the secured parties referred to therein, (b) the Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement, dated as of February 14, 2020, from Oil and Gas and Offshore to the First Lien Agent as collateral agent for the secured parties referred to therein, (c) the Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement, dated as of February 28, 2020, from Exploration, Third Coast and Offshore to the First Lien Agent as collateral agent for the secured parties referred to therein and (d) the Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement, dated effective as of August 5, 2020, from Third Coast to the First Lien Agent as collateral agent for the secured parties referred to therein, and (ii) the exercise of any right or remedy by the Mortgagee hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral are subject to the limitations and provisions of the Senior Lien Intercreditor Agreement. In the event of any

conflict between the terms of this Mortgage and the terms of the Senior Lien Intercreditor Agreement, the provisions hereof shall be controlling as necessary to create, as of the Effective Date and as of the date of recordation of the Mortgage and related financing statements in all offices and jurisdictions required to make the Mortgage enforceable against third persons, a valid mortgage lien on the Mortgaged Properties.

7.16 First Lien Documents. The Mortgagee acknowledges and agrees, on behalf of itself and the Secured Parties, that any provision of this Mortgage to the contrary notwithstanding, until the First Lien Obligations Termination Date, no Mortgagor shall be required to act or refrain from acting pursuant to the Security Documents or with respect to any Collateral in any manner that would result in a default under the terms and provisions of the First Lien Documents.

7.17 Other Second-Priority Lien Obligations. On or after the Effective Date and so long as such obligations are not prohibited by any Credit Document then in effect, the Company may from time to time designate obligations in respect of Indebtedness to be secured on a pari passu basis with the Obligations as Other Second-Priority Lien Obligations hereunder and under the other Security Documents by delivering to the Mortgagee and each Authorized Representative (a) a certificate signed by an Officer of the Company (i) identifying the obligations so designated and the initial aggregate principal amount or face amount thereof, (ii) stating that such obligations are designated as Other Second-Priority Lien Obligations for purposes hereof and of the other Security Documents, (iii) representing that such designation of such obligations as Other Second-Priority Lien Obligations complies with the terms of the Indenture and any other Credit Document then in effect, (iv) specifying the name and address of the Authorized Representative for such obligations and (v) identifying the documents to be designated as the related Other Second-Priority Lien Obligations Documents and (b) except in the case of Additional Notes, a fully executed Other Second Priority Lien Obligations Accession Agreement. The Mortgagee and each Authorized Representative agree that upon the satisfaction of all conditions set forth in the preceding sentence, the Mortgagee shall act as agent under and subject to the terms of the Security Documents for the benefit of all Secured Parties, including without limitation, any Secured Parties that hold any such Other Second-Priority Lien Obligations.

7.18 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY REQUIREMENT OF LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY OTHER CREDIT DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.18.

7.19 Jurisdiction; Consent to Service of Process.

(a) Each party to this Mortgage hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State

court or federal court of the United States of America sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Mortgage or any other Credit Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Mortgage shall affect any right that the Mortgagee or any Secured Party may otherwise have to bring any action or proceeding relating to this Mortgage or any other Credit Document against any Mortgagor, or its properties, in the courts of any jurisdiction.

(b) Each party to this Mortgage hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Mortgage or any other Credit Document in any New York State or federal court of the United States of America sitting in New York County, and any appellate court from any thereof. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Mortgage irrevocably consents to service of process in the manner provided for notices in Section 7.7. Nothing in this Mortgage or any other Credit Document will affect the right of any party to this Mortgage to serve process in any other manner permitted by law.

#### 7.20 General Authority of the Mortgagee.

(a) Subject to the rights of the Applicable Agent to instruct the Mortgagee under the Senior Lien Intercreditor Agreement, by acceptance of the benefits of this Mortgage and any other Security Documents, each Secured Party (whether or not a signatory hereto) shall be deemed irrevocably (i) to consent to the appointment of the Mortgagee as its agent hereunder and under such other Security Documents, (ii) to confirm that the Mortgagee shall have the authority to act as the exclusive agent of such Secured Party for the enforcement of any provision of this Mortgage and such other Security Documents against any Mortgagor, the exercise of remedies hereunder or thereunder and the giving or withholding of any consent or approval hereunder or thereunder relating to any Collateral or any Mortgagor's obligations with respect thereto, (iii) to agree that it shall not take any action to enforce any provisions of this Mortgage or any other Security Document against such Mortgagor, to exercise any remedy hereunder or thereunder or to give any consents or approvals hereunder or thereunder except as expressly provided in this Mortgage or any other Security Document and (iv) to agree to be bound by the terms of this Mortgage and any other Security Documents and the Senior Lien Intercreditor Agreement. The actions of the Mortgagee hereunder are subject to the provisions of the Indenture, including the rights, protections, privileges, immunities and indemnities of the Collateral Agent, which are incorporated herein *mutatis mutandis*, as if a part hereof.

(b) Each Mortgagor acknowledges that the rights and responsibilities of the Mortgagee under this Mortgage with respect to any action taken by the Mortgagee or the exercise or non-exercise by the Mortgagee of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Mortgage shall, as between the Mortgagee and the Secured Parties, be governed by the Senior Lien Intercreditor Agreement, the Indenture, any Other Second-Priority Lien Obligations Document and such other agreements with respect thereto as may exist from time to time among them, but, as between the Mortgagee and each Mortgagor, the Mortgagee shall be conclusively presumed to be acting as agent for the applicable Secured Parties with full and valid authority so to act or refrain from acting, and no Mortgagor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

(c) Beyond the exercise of reasonable care in the custody thereof, the Mortgagee shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and the Mortgagee shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. The Mortgagee shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Mortgagee in good faith. The Mortgagee shall have no duty to act outside of the United States of America in respect of Collateral.

(d) The Mortgagee shall be entitled to rely upon any written notice, statement, certificate, order or other document or any telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper person, and, with respect to all matters pertaining to this Mortgage and its duties hereunder, upon advice of counsel selected by it.

#### 7.21 Waivers; Amendment.

(a) No failure or delay by the Mortgagee, any Holder or any Secured Party in exercising any right, power or remedy hereunder or under any other Credit Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of the Mortgagee, the Holders or any Secured Party hereunder and under the other Credit Documents are cumulative and are not exclusive of any rights, powers or remedies that they would otherwise have. No waiver of any provision of this Mortgage or consent to any departure by any Mortgagor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 7.21, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Mortgagor in any case

shall entitle such Mortgagor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Mortgage nor any provision hereof or of any other Security Document may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Mortgagee and any Mortgagor with respect to which such waiver, amendment, supplement, or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Indenture and any equivalent provision in each applicable other Credit Document and except as otherwise provided in the Senior Lien Intercreditor Agreement. For the avoidance of doubt, the Mortgagee shall have no obligation to execute and deliver any amendment, supplement, modification or waiver to this Mortgage or any other Credit Document which affects its own rights, duties, privileges, protections, indemnities or immunities under this Mortgage or under the other Credit Documents. In signing such waiver, amendment, supplement or modification, the Mortgagee may conclusively rely on a certificate of an officer of the Company as to whether any amendment contemplated by this Section 7.21(b) is permitted.

## 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 Indenture or any other Credit Document, the provisions hereof shall be controlling as necessary to create, preserve, perfect and maintain a valid mortgage lien and security interest upon the Collateral, and to provide for the enforcement and foreclosure of the same; otherwise the provision of the Indenture or any other Credit Document 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 Secured Parties 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 4.06 of the Indenture.

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 Secured Parties for the full amount of the Obligations.

8.6 Additional Louisiana Remedies. Upon the occurrence of an Event of Default, subject to the terms of the Senior Lien Intercreditor Agreement, 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 Indenture 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 Secured Parties 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 Indenture or other Credit Documents, no third party shall be obligated to inquire as to whether any term or condition set forth therein has occurred but shall be entitled to rely upon the certificate of the Mortgagee as to all events, including but not limited to the occurrence of an Event of Default and the right of the Mortgagee to enforce this Mortgage.

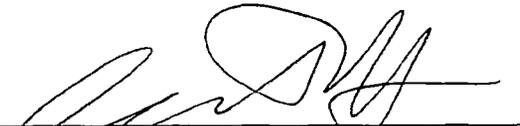
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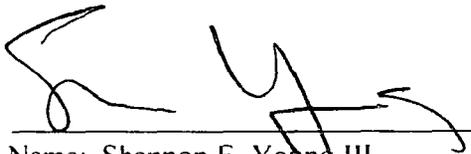
THUS DONE AND PASSED, on this 29<sup>TH</sup> day of December, 2020, to be effective as of the Effective Date, in multiple originals before me, the undersigned Notary Public in and for the County of Harris, State of Texas, and in the presence of the undersigned competent witnesses, who hereunto signed their names with the undersigned Mortgagors and me, Notary Public, after due reading of the whole.

**TALOS THIRD COAST LLC,  
TALOS RESOURCES, LLC,  
TALOS ENERGY OFFSHORE,  
TALOS GULF COAST OFFSHORE LLC,  
TALOS GULF COAST ONSHORE LLC,  
TALOS ERT LLC,  
TALOS ENERGY PHOENIX LLC,  
TALOS OIL AND GAS LLC,  
and  
TALOS EXPLORATION LLC**  
each as a Mortgagor

WITNESSES:

  
Printed Name: Hannah McConaha

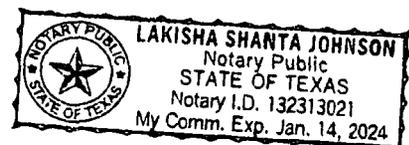
  
Printed Name: CECILIA TURCHETTI

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

  
Printed Name: Lakisha Shanta Johnson  
NOTARY PUBLIC,  
in and for the State of Texas

My commission expires: 1-14-24  
Notarial No. 132313021

[SEAL]



**EXHIBIT A**

to

**SECOND LIEN 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 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, INSOFAR AND ONLY INSOFAR 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 INSOFAR AND ONLY INSOFAR 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 Cameron 345	EC 0360	OCS-G 15158	PROD	9/1/1995	All of Block 360, East Cameron Area, South Addition, INSOFAR AND ONLY INSOFAR 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, 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.	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 NE 1/4; S 1/2 NW 1/4 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 N 1/2 NW 1/4 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 S 1/2 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-1 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-6 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-1 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-6 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-6 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 02601	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 38 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 Protraction 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 Protraction 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 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 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	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 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
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

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-5 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, L.L.C, 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-5 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 7,112 feet, and then only as to the SW1/4NW1/4SE1/4; NW1/4SW1/4SE1/4; and NE1/4SW1/4SE1/4. (MP72 "Caprock" 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-5 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, L.L.C, 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-5 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 1	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 (SSTVD); AND W1/2NW1/4, W1/2E1/2NW1/4 of Block 315, Main Pass Area, South and East Addition from surface to 7930' TVD. [MP 314_315 Contract Area 1]	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. 1307174	68.057	Talos Energy Offshore LLC	Record Title
Ship Shoal 066	SS 066	OA A0312	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 Hook 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 1795, 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, L.P. 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 14493	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, L.P. located in a portion of Ship Shoal Block 67, recorded in COB 2042, Page 841, File No. 1271554, 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. 17-711-20067).	280	Renaissance Offshore, L.L.C.	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, INSO FAR & ONLY INSO 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, INSO FAR & ONLY INSO 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 "M1" 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, INSO FAR & ONLY INSO FAR as to those depths lying above 100' below the base of the KH 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, INSO FAR & ONLY INSO FAR as to those depths lying above 100' below the base of the KH 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 "M1" 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, INSO FAR & ONLY INSO 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, INSO FAR & ONLY INSO 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 "M1" 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 8,883' (8,686' TVD)] as defined in the #J-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 18054	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 Timbalier 030	ST 030	OCS-G 13928	PROD	12/1/2012	All of Block 30, South Timbalier Area, INSO FAR AND ONLY INSO 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 Timbalier 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 Timbalier 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 Timbalier 034 & 050	ST 034	OCS-G 04842	PROD	9/1/1981	All of Block 34, South Timbalier and Bay Marchand Areas, as shown on OCS Louisiana Leasing Map, LA6	3772.18	Talos Energy Offshore LLC	Record Title
South Timbalier 075	ST 075	OCS-G 22738	PROD	7/1/2001	All of Block 75, South Timbalier Area, as shown on OCS Louisiana Leasing Map, LA6	4845	Talos Energy Offshore LLC	Record Title
South Timbalier 100	ST 100	OCS-G 05599	PROD	7/1/1983	All of Block 100, South Timbalier and Bay Marchand Areas, as shown on OCS Louisiana Leasing Map, LA6.	5000	Talos Energy Offshore LLC	Record Title
South Timbalier 100	ST 100	OCS-G 05599	PROD	7/1/1983	All of Block 100, South Timbalier 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 Phasor 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 Timbalier 100	ST 100	OCS-G 05599	PROD	7/1/1983	All of Block 100, South Timbalier Area, INSO FAR AND ONLY INSO 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 Phasor 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 Timbalier 100	ST 111	OCS-G 05602	PROD	7/1/1983	All of Block 111, South Timbalier and Bay Marchand Areas, as shown on OCS Louisiana Leasing Map, LA6.	5000	Talos Energy Offshore LLC	Record Title
South Timbalier 100	ST 111	OCS-G 05602	PROD	7/1/1983	All of Block 111, South Timbalier 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 5,550' 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	Record Title / Operating Rights
South Timbalier 100	ST 111	OCS-G 05602	PROD	7/1/1983	All of Block 111, South Timbalier Area, INSO FAR AND ONLY INSO 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 160	ST 111	OCS-G 05602	PROD	7/1/1983	All of Block 111, South Timbalier Area, INSO FAR AND ONLY INSO FAR 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	11/26/1946	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	5/1/2001	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 NW/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, INSO FAR AND ONLY INSO FAR AS the lease pertains to the NW/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**

<b>Field</b>	<b>Area / Block</b>	<b>Lease No.</b>	<b>Lease Status</b>	<b>Lease Effective Date</b>	<b>Description</b>	<b>Acres</b>	<b>Operator</b>	<b>Interest Type</b>
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 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	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 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**

<b>Field</b>	<b>Stone's Lease No.</b>	<b>Lease Date</b>	<b>Lessor Name</b>	<b>Lessee Name</b>	<b>Parish</b>	<b>Entry No.</b>
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 L 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	WELLSRING 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
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, LA 10A.	Record Title

Field	Area/Block	Lease # (OCS)	Lease Date	Land Description	Working Interest
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
				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

Field	Area/Block	Lease # (OCS)	Lease Date	Land Description	Working Interest
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, INSOFAR AND ONLY INSOFAR 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	SS119	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, INSOFAR AND ONLY INSOFAR 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 AIT/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

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

### LEASES

Prospect	Area/Block		OCS Lease #	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interests	Interest Type
Bulleit	GC	21	G35385	7/1/2014	OPERNS	All of Block 21, Green Canyon, as shown on OCS Official Protraction Diagram, NG15-03.	Talos Energy Offshore LLC	Talos Energy Offshore LLC	50.00000%	Record Title
Gunflint	MC	904	G36566	7/1/2019	Primary Term	All of Block 904, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	Fieldwood Energy LLC	Talos Energy Offshore LLC	9.56370%	Record Title
Gunflint	MC	905	G36405	11/1/2018	Primary Term	All of Block 905, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	Fieldwood Energy LLC	Talos Energy Offshore LLC	9.56370%	Record Title
Gunflint	MC	948	G28030	7/1/2006	Unit	All of Block 948, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	Fieldwood Energy LLC	Talos Energy Offshore LLC	9.56370%	Record Title
Gunflint	MC	949	G32363	7/1/2008	Unit	All of Block 949, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	Fieldwood Energy LLC	Talos Energy Offshore LLC	9.56370%	Record Title
Gunflint	MC	992	G24133	7/1/2002	Unit	N/2 of Block 992, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	Fieldwood Energy LLC	Talos Energy Offshore LLC	9.56370%	Record Title
Gunflint	MC	993	G24134	7/1/2002	Unit	N/2 of Block 993, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	Fieldwood Energy LLC	Talos Energy Offshore LLC	9.56370%	Record Title
Whistler	EW	988	G05809	7/1/1993	Producing	S/2 S/2 of Block 988, Ewing Bank from surface to 17,000' TVDSS.	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	Record Title
Whistler	EW	988	G05809	7/1/1993	Producing	S/2 S/2 of Block 988, Ewing Bank from 17,000' TVDSS down to 25,000' TVDSS.	Talos Oil and Gas LLC	Talos Oil and Gas LLC	73.33333%	Operating Rights
Whistler	GC	18	G04940	12/1/1981	Producing	All of Block 18, Green Canyon from the surface down to 17,000' TVDSS.	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	Record Title

Prospect	Area/Block		OCS Lease #	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interest	Interest Type
Whistler	GC	18	G04940	12/1/1981	Producing	All of Block 18, Green Canyon from 17,000' TVDSS down to 25,000' TVDSS.	Talos Oil and Gas LLC	Talos Oil and Gas LLC	74.64285%	Operating Rights
Whistler	GC	60	G14021	6/1/1993	Producing	All of Block 60, Green Canyon from the surface down 17,000' TVDSS.	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	Record Title
Whistler	GC	60	G14021	6/1/1993	Producing	All of Block 60, Green Canyon from 17,000' TVDSS down to 25,000' TVDSS.	Talos Oil and Gas LLC	Talos Oil and Gas LLC	55.00000%	Operating Rights

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Leases**

Prospect	Area/Block		OCS Lease#	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interest	Interest Type	Book	Pg.	Entry	State	County / Parish
Barataria	MC	521	G34441	11/1/2012	Producing	All of Block 521, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH-16-10.	Kosmos Energy Gulf of Mexico Operations, LLC Gulf of Mexico Operations, LLC	Talos Exploration LLC	23.85000%	Record Title					
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion B of State Lease 21615 from the surface to 17,621 feet	Castex Energy Inc.	Talos Third Coast LLC	37.59131%	Working Interest	2441	1	1492021	Louisiana	Terrebonne
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion A of State Lease 21615 from 17,621 feet to the center of the earth	Castex Energy Inc.	Talos Third Coast LLC	7.59131%	Working Interest	2441	1	1492021	Louisiana	Terrebonne
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion B of State Lease 21616 from the surface to 17,621 feet	Castex Energy Inc.	Talos Third Coast LLC	37.59131%	Working Interest	2441	15	1492022	Louisiana	Terrebonne
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion A of State Lease 21616 from 17,621 feet to the center of the earth	Castex Energy Inc.	Talos Third Coast LLC	7.59131%	Working Interest	2441	15	1492022	Louisiana	Terrebonne
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion B of State Lease 21608 from the surface to 17,621 feet	Castex Energy Inc.	Talos Third Coast LLC	37.59131%	Working Interest	2440	815	1492016	Louisiana	Terrebonne
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion A of State Lease 21608 from 17,621 feet to the center of the earth	Castex Energy Inc.	Talos Third Coast LLC	7.59131%	Working Interest	2440	815	1492016	Louisiana	Terrebonne
Bayou Goreau	N/A	N/A	N/A	8/1/2016	HBP	Oil and Gas lease dated 8/16/2016 with The Louisiana Land and Exploration Company LLC as lessor and Castex Energy Partners, L.P. as Lessee	Castex Energy Inc.	Talos Third Coast LLC	37.59131%	Working Interest	2476	17	1518016	Louisiana	Terrebonne

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Leases**

Prospect	Area/Block	OCS Lease #	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interest	Interest Type	Book	Pg	Entry	State	County / Parish
Beta (Coelacanth)	EW	789	G35805	7/1/2016	Unit	All of Block 789, Ewing Bank area	Walter Oil and Gas	Talos Exploration LLC	6.25000%	Record Title				
Beta (Coelacanth)	EW	790	G33140	7/1/2009	Unit	All of Block 790, Ewing Bank area	Walter Oil and Gas & Fieldwood Energy LLC	Talos Exploration LLC	6.25000%	Record Title				
Beta (Coelacanth)	EW	834	G27982	7/1/2006	Unit	E/2; N/2 NW/4; N/2 SE/4 NW/4; S/2 SW/4; S/2 N/2 SW/4 of Block 834, Ewing Bank area	Walter Oil and Gas	Talos Exploration LLC	6.25000%	Record Title				
Beta (Coelacanth)	EW	834	G27982	7/1/2006	Unit	SW/4 NW/4; S/2 SE/4 NW/4; N/2 N/2 SW/4 from 9,701' to 99,999' SSTVD of Block 834, Ewing Bank Area	Walter Oil and Gas	Talos Exploration LLC	6.25000%	Operating Rights				
Beta (Coelacanth)	EW	835	G33707	5/1/2010	Unit	All of Block 835, Ewing Bank area	Walter Oil and Gas	Talos Exploration LLC	6.25000%	Record Title				
Beta (Coelacanth)	MC	793	G33177	7/1/2009	Unit	All of Block 793, Mississippi Canyon area	Walter Oil and Gas	Talos Exploration LLC	6.25000%	Record Title				
Claiborne	MC	750	G35832	7/1/2016	Primary term	SE/4NE/4SW/4; NE/4SE/4SW/4; NW/4SW/4SE/4; SW/4SW/4SE/4; SE/4SW/4SE/4 of Block 750, Mississippi Canyon area	LLOG Exploration Offshore	Talos Exploration LLC	25.25000%	Record Title				
Claiborne+119:39	MC	750	G35832	7/1/2016	Primary term	N/2; W/2SW/4; W/2E/2SW/4; NE/4NE/4SW/4; SE/4SE/4SW/4; N/2SE/4; SE/4SE/4; NE/4SW/4SE/4	LLOG Exploration Offshore	Talos Exploration LLC	16.26875%	Record Title				

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Leases

Prospect	Area/Block	OCS Lease#	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interest	Interest Type	Book	Page	Entry	State	County/Parish
Claiborne	MC	794	G34909	9/1/2013	Producing	All of Block 794, Mississippi Canyon area	Beacon Growthco Operating Company, L.L.C.	Talos Exploration LLC	25.25000%	Record Title				
Claiborne	MC	795	G35984	7/1/2017	Primary term	E/2 NW/4; NE/4; S/2 of Block 795, Mississippi Canyon area	LLOG Exploration Offshore	Talos Exploration LLC	25.25000%	Record Title				
Claiborne	MC	795	G35984	7/1/2017	Primary term	W/2 NW/4 of Block 795, Mississippi Canyon area	LLOG Exploration Offshore	Talos Exploration LLC	25.25000%	Record Title				
Crown & Anchor	VK	959	G34874	8/1/2013	Unit	All of Block 959, Viosca Knoll, as shown on OCS Official Protraction Diagram, NH-16-07.	Beacon Growthco Operating Company, L.L.C.	Talos Exploration LLC	17.50000%	Record Title				
Crown & Anchor	VK	959	G34874	8/1/2013	Unit	All of Block 959, Viosca Knoll area, as the lease covers the depths from 14,947 feet TVDSS down to and including 99,999 feet TVDSS	Beacon Growthco Operating Company, L.L.C.	Talos Exploration LLC	5.00000%	Operating Rights				
Crown & Anchor	VK	960	G27247	7/1/2005	Unit	All of Block 960, Viosca Knoll, as shown on OCS Official Protraction Diagram, NH-16-07.	Beacon Growthco Operating Company, L.L.C.	Talos Exploration LLC	17.50000%	Record Title				
Crown & Anchor	VK	960	G27247	7/1/2005	Unit	All of Block 960, Viosca Knoll area, as the lease covers the depths from 14,947 feet TVDSS down to and including 99,999 feet TVDSS	Beacon Growthco Operating Company, L.L.C.	Talos Exploration LLC	5.00000%	Operating Rights				

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Leases**

Prospect	Area/Block	OCS Lease #	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interest	Interest Type	Book	Pg.	Entry	State	County / Parish
Crown & Anchor	VK	1003	G35620	6/1/2015	Unit	All of Block 1003, Viosca Knoll, as shown on OCS Official Protraction Diagram, NH-16-07.	Beacon Growthco Operating Company, L.L.C.	Talos Exploration LLC	17.50000%	Record Title				
Crown & Anchor	VK	1003	G35620	6/1/2015	Unit	All of Block 1003, Viosca Knoll area, as the lease covers the depths from 14,947 feet TVDSS down to and including 99,999 feet TVDSS	Beacon Growthco Operating Company, L.L.C.	Talos Exploration LLC	5.00000%	Operating Rights				
Crown & Anchor	VK	1004	G27249	7/1/2005	Unit	All of Block 1004, Viosca Knoll, as shown on OCS Official Protraction Diagram, NH-16-07.	Beacon Growthco Operating Company, L.L.C.	Talos Exploration LLC	17.50000%	Record Title				
Crown & Anchor	VK	1004	G27249	7/1/2005	Unit	All of Block 1004, Viosca Knoll area, as the lease covers the depths from 14,947 feet TVDSS down to and including 99,999 feet TVDSS	Beacon Growthco Operating Company, L.L.C.	Talos Exploration LLC	5.00000%	Operating Rights				
Dantzler	MC	738	G33755	7/1/2010	Primary term	All of Block 738, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH-16-10.	Fieldwood Energy LLC	Talos Exploration LLC	17.50000%	Record Title				
Dantzler	MC	782	G33757	7/1/2010	Primary term	All of Block 782, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH-16-10.	Fieldwood Energy LLC	Talos Exploration LLC	17.50000%	Record Title				

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Leases

Prospect	Area/Block	OCS Lease#	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interest	Interest Type	Book	Pg	Entry	State	County/Parish
Diller (Son of Bluto II)	MC	254	G35324	6/1/2014	Primary term	All of Block 254, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	4.83347%	Record Title				
Diller (Son of Bluto II)	MC	386	G34438	11/1/2012	Primary term	All of Block 386, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	11.82311%	Record Title				
Diller (Son of Bluto II)	MC	387	G22873	5/1/2001	Operations	All of Block 387, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	11.82311%	Record Title				
Diller (Son of Bluto II)	MC	431	G22877	6/1/2001	Producing	All of Block 431, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	11.82311%	Record Title				
King Lake	N/A	N/A	N/A	6/13/2018	HBP	State of Louisiana A0383	Castex Energy Inc.	Talos Third Coast LLC	45.08539%	Working Interest	2543	290	1562319	Louisiana Terrebonne
King Lake	N/A	N/A	N/A	8/10/2016	HBP	State of Louisiana 21676	Castex Energy Inc.	Talos Third Coast LLC	45.08539%	Working Interest	2471	304	1515294	Louisiana Terrebonne
King Lake	N/A	N/A	N/A	8/10/2016	HBP	State of Louisiana 21677	Castex Energy Inc.	Talos Third Coast LLC	45.08539%	Working Interest	2471	290	1515293	Louisiana Terrebonne
King Lake	N/A	N/A	N/A	8/1/2016	HBP	Oil and Gas lease dated 8/1/2016 between The Louisiana Land and Exploration Company LLC as lessor and Castex Energy Partners, L.P. as lessee	Castex Energy Inc.	Talos Third Coast LLC	45.08539%	Working Interest	2476	30	1518019	Louisiana Terrebonne

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Leases**

Prospect	Area/Block		OCS Lease#	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interest	Interest Type	Book	Page	Entry	State	County / Parish
King Lake	N/A	N/A	N/A	8/1/2016	HBP	Oil and Gas lease dated 8/1/2016 between The Louisiana Land and Exploration Company LLC as lessor and Castex Energy Partners, L.P. as lessee	Castex Energy Inc.	Talos Third Coast LLC	45.08539%	Working Interest	2476	21	1518017	Louisiana	Terrebonne
King Lake	N/A	N/A	N/A	8/1/2016	HBP	Oil and Gas lease dated 8/1/2016 between The Louisiana Land and Exploration Company LLC as lessor and Castex Energy Partners, L.P. as lessee	Castex Energy Inc	Talos Third Coast LLC	45.08539%	Working Interest	2476	26	1518018	Louisiana	Terrebonne
Marmalard	MC	254	G35324	6/1/2014	Primary term	All of Block 254, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	4.83347%	Record Title					
Marmalard	MC	255	G24064	7/1/2002	HBP	All of Block 255, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	11.39858%	Record Title					
Marmalard	MC	299	G34435	11/1/2012	Primary term	All of Block 299, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	11.39858%	Record Title					
Marmalard	MC	299	G34435	11/1/2012	Primary term	All of Block 299, Mississippi Canyon area, insofar and only insofar as the lease covers depths from the surface down to 22,000 feet	Murphy E&P USA	Talos Exploration LLC	11.82311%	Operating Rights					
Marmalard	MC	300	G22868	6/1/2001	Unit	All of Block 300, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	11.39858%	Record Title					

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Leases

Prospect	Area/Block		OCS Lease#	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interest	Interest Type	Book	Pg	Entry	State	County / Parish
Main Pass Blk 138	MP	138	G16500	7/1/1996	Producing	All of Block 138, Main Pass area	Castex Offshore	Talos Third Coast LLC	90.00000%	Record Title					
Main Pass Blk 138	MP	138	G16500	7/1/1996	Producing	All of Block 138, Main Pass area	Castex Offshore	Talos Third Coast LLC	71.47060%	Operating Rights					
Main Pass Blk 270	MP	270	G22812	7/1/2001	Unit	N/2; NW/4 SW/4; W/2 NE/4 SW/4; SE/4 NE/4 SW/4; NE/4 SE/4; N/2 NW/4 SE/4 of Block 270, Main Pass area	Castex Offshore	Talos Third Coast LLC	76.57000%	Record Title					
Main Pass Blk 270	MP	270	G22812	7/1/2001	Unit	S/2 NW/4 SE/4; NE/4 NE/4 SW/4 of Block 270, Main Pass area	Castex Offshore	Talos Third Coast LLC	78.12000%	Record Title					
Main Pass Blk 270	MP	270	G22812	7/1/2001	Unit	S/2 S/2 of Block 270, Main Pass area	Castex Offshore	Talos Third Coast LLC	28.12000%	Record Title					
Main Pass Blk 270	MP	270	G22812	7/1/2001	Unit	S/2 S/2 of Block 270, Main Pass area, South and East Addition from the surface to a depth of 13,000 TVDSS	Castex Offshore	Talos Third Coast LLC	75.00000%	Operating Rights					
Niedermeyer	MC	208	G32303	8/1/2008	Primary term	All of Block 208, Mississippi Canyon area, insofar and only insofar as the lease covers those depths lying between the surface down to a depth of 22,000' TVD	Murphy E&P USA	Talos Exploration LLC	5.40113%	Operating Rights					
Niedermeyer	MC	209	G24055	8/1/2002	Producing	All of Block 209, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	5.40113%	Record Title					
Niedermeyer	MC	252	G35491	6/1/2008	Producing	W/2; SE/4; W/2 NE/4; NE/4 NE/4; NW/4 SE/4 NE/4 of Block 252, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	5.40113%	Record Title					

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Leases**

Prospect	Area/Block	OCS Lease #	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interest	Interest Type	Book	Pg	Entry	State	County/Parish
Niedermeyer	MC	254	G35324	6/1/2014	Primary Term	All of Block 254, Mississippi Canyon area	Murphy E&P USA	Talos Exploration LLC	2.20806%	Record Title				
Oyster Bayou	N/A	N/A	N/A	9/9/2015	HBP	State of Louisiana 21614	Castex Energy Inc.	Talos Third Coast LLC	48.46060%	Working Interest	2440	871	1492020	Louisiana Terrebonne
Oyster Bayou	N/A	N/A	N/A	3/13/2019	Primary term	State of Louisiana 21903	Castex Energy Inc.	Talos Third Coast LLC	45.44834%	Working Interest	2568	522	1578550	Louisiana Terrebonne
Odd Job	MC	214	G24059	7/1/2002	Operations	All of Block 214, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH-16-10.	Kosmos Energy Gulf of Mexico Operations, LLC Gulf of Mexico Operations, LLC	Talos Exploration LLC	19.47149%	Record Title				
Odd Job	MC	215	G24060	6/1/2002	Producing	All of Block 215, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH-16-10.	Kosmos Energy Gulf of Mexico Operations, LLC Gulf of Mexico Operations, LLC	Talos Exploration LLC	17.50000%	Record Title				
Odd Job	MC	258	G35326	8/1/2014	Primary term	All of Block 258, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH-16-10.	Kosmos Energy Gulf of Mexico Operations, LLC Gulf of Mexico Operations, LLC	Talos Exploration LLC	17.50000%	Record Title				
South Marsh Island Blk 122	SM	122	G17942	7/1/1997	Producing	All of Block 122, South Marsh Island area, South addition	Castex Offshore	Talos Third Coast LLC	5.68750%	Record Title				

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Leases

Prospect	Area/Block		OCS Lease #	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interest	Interest Type	Book	Pg	Entry	State	County / Parish
South Santa Cruz	MC	563	G21176	7/1/1999	Producing	All of Block 563, Mississippi Canyon area	Kosmos Energy Gulf of Mexico Operations, LLC Gulf of Mexico Operations, LLC	Talos Exploration LLC	20.25000%	Record Title					
South Santa Cruz	MC	563	G21176	7/1/1999	Producing	N/2 NW/4 of Block 563, Mississippi Canyon area, as to all depths from the surface down to 19,000 TVD	Kosmos Energy Gulf of Mexico Operations, LLC Gulf of Mexico Operations, LLC	Talos Exploration LLC	20.25000%	Operating Rights					
South Santa Cruz	MC	563	G21176	7/1/1999	Producing	All of Block 563, Mississippi Canyon area, as to depths from below 19,000 down to 99,999 TVDSS	Fieldwood Energy LLC	Talos Exploration LLC	14.43750%	Operating Rights					
Ship Shoal Blk 76	SS	76	G15276	8/1/1995	Producing	All of Block 76, Ship Shoal area	Castex Offshore	Talos Third Coast LLC	75.00000%	Record Title					
Ship Shoal Blk 76	SS	76	G15276	8/1/1995	Producing	All of Block 76, ship Shoal area, from the surface of the earth to the stratigraphic equivalent of the true vertical depth of 10,462 feet (being the TVD drilled in the OCS-G 15276 Well plus 100 feet)	Castex Offshore	Talos Third Coast LLC	90.00000%	Operating Rights					
South Timbalier Blk 311	ST	311	G31418	3/1/2008	Producing	All of Block 311, South Timbalier area	Walter Oil and Gas	Talos Third Coast LLC	1.25000%	Record Title					
South Timbalier Blk 311	ST	311	G31418	3/1/2008	Producing	All of Block 311, South Timbalier area, South Addition, from the surface to 12,251' TVDSS	Walter Oil and Gas	Talos Third Coast LLC	1.12500%	Operating Rights					
South Timbalier Blk 311	ST	311	G31418	3/1/2008	Producing	All of Block 311, South Timbalier area, South Addition, from 12,251' TVDSS to 99,999 TVDSS	Walter Oil and Gas	Talos Third Coast LLC	1.12500%	Operating Rights					

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Leases**

Prospect	Area/Block		OCS Lease #	Lease Effective Date	Lease Status	Description	Operator	Owner	Working Interest	Interest Type	Book	Pg	Entry	State	County / Parish
West Cameron Blk 77	WC	77	G09387	6/1/1988	Unit	SW/4 SW/4; W/2 SE/4 SW/4 of Block 77, West Cameron area, as to all depths below 16,400' SSTVD	Castex Offshore	Talos Third Coast LLC	6.25000%	Operating Rights					
West Cameron Blk 96	WC	96	G23740	5/1/2002	Unit	All of Block 96, West Cameron area	Castex Offshore	Talos Third Coast LLC	68.90625%	Record Title					
West Cameron Blk 96	WC	96	G23740	5/1/2002	Unit	E/2; SW/4; S/2 NW/4 of Block 96, West Cameron area, from the surface to a depth of 99,999 TVD	Castex Offshore	Talos Third Coast LLC	67.50000%	Operating Rights					
Gunflint	MC	904	G36566	7/1/2019	Primary Term	All of Block 904, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10.	Fieldwood Energy LLC	Talos Energy Offshore LLC	9.56370%	Record Title					

EXHIBIT A

Talos Third Coast LLC

Prospect	Area/Block		OCS Lease #	Lease Effective Date	Lease Status	Description	Operator	Owner	Book	Pg.	Entry	State	County/Parish
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion B of State Lease 21615 from the surface to 17,621 feet	Castex Energy Inc.	Talos Third Coast LLC	2441	1	1492021	Louisiana	Terrebonne
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion A of State Lease 21615 from 17,621 feet to the center of the earth	Castex Energy Inc.	Talos Third Coast LLC	2441	1	1492021	Louisiana	Terrebonne
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion B of State Lease 21616 from the surface to 17,621 feet	Castex Energy Inc.	Talos Third Coast LLC	2441	15	1492022	Louisiana	Terrebonne
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion A of State Lease 21616 from 17,621 feet to the center of the earth	Castex Energy Inc.	Talos Third Coast LLC	2441	15	1492022	Louisiana	Terrebonne
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion B of State Lease 21608 from the surface to 17,621 feet	Castex Energy Inc.	Talos Third Coast LLC	2440	815	1492016	Louisiana	Terrebonne
Bayou Goreau	N/A	N/A	N/A	9/9/2015	HBP	Portion A of State Lease 21608 from 17,621 feet to the center of the earth	Castex Energy Inc.	Talos Third Coast LLC	2440	815	1492016	Louisiana	Terrebonne
Bayou Goreau	N/A	N/A	N/A	8/1/2016	HBP	Oil and Gas lease dated 8/16/2016 with The Louisiana Land and Exploration Company LLC as lessor and Castex Energy Partners, L.P. as Lessee	Castex Energy Inc.	Talos Third Coast LLC	2476	17	1518016	Louisiana	Terrebonne
Main Pass Block 138	MP	138	G16500	7/1/1996	Producing	Record Title Interest: All of Block 138, Main Pass area	Castex Offshore	Talos Third Coast LLC					

EXHIBIT A

Talos Third Coast LLC

Prospect	Area/Block		OCS Lease #	Lease Effective Date	Lease Status	Description	Operator	Owner	Book	Page	Entry	State	County/Parish
Main Pass Block 138	MP	138	G16500	7/1/1996	Producing	Operating Rights Interest: All of Block 138, Main Pass area, as to depths below 13,500 feet subsea	Castex Offshore	Talos Third Coast LLC					
Oyster Bayou	N/A	N/A	N/A	9/9/2015	HBP	State of Louisiana 21614	Castex Energy Inc.	Talos Third Coast LLC	2440	871	1492020	Louisiana	Terrebonne
Ship Shoal Block 76	SS	76	G15276	8/1/1995	Producing	Record Title Interest: All of Block 76, Ship Shoal area	Castex Offshore	Talos Third Coast LLC					
Ship Shoal Block 76	SS	76	G15276	8/1/1995	Producing	Operating Rights Interest: All of Block 76, ship Shoal area, from the surface of the earth to the stratigraphic equivalent of the true vertical depth of 10,462 feet (being the TVD drilled in the OCS-G 15276 Well plus 100 feet)	Castex Offshore	Talos Third Coast LLC					
South Marsh Island Block 122	SM	122	G17942	7/1/1997	Producing	Record Title Interest: All of Block 122, South Marsh Island area, South addition	Castex Offshore	Talos Third Coast LLC					
South Timbalier Block 311 Project Area	EW	910	G13079	11/1/2019	Unit	Operating Rights: All of Block 910, Ewing Bank, as to depths between 16,000' TVD and 21,500' TVDSS and EW 954 down to 21,510' TVDSS	Walter Oil and Gas Corporation	Talos Third Coast LLC					

**EXHIBIT A**

**Talos Third Coast LLC**

Prospect	Area/Block		OCS Lease #	Lease Effective Date	Lease Status	Description	Operator	Owner	Book	Pg	Entry	State	County / Parish
South Timbalier Block 311 Project Area	EW	910	G13079	11/1/2019	Unit	Operating Rights: All of Block 910, Ewing Bank, as to depths below 21,500' TVDSS and EW 954 as to depths below 21,510' TVDSS	Walter Oil and Gas Corporation	Talos Third Coast LLC					
South Timbalier Block 311 Project Area	EW	911	G36762	11/1/2019	Primary Term	Record Title Interest: All of Block 911, Ewing Bank, as shown on OCS Official Protraction Diagram, NH15-12.	Walter Oil and Gas Corporation	Talos Third Coast LLC					
South Timbalier Block 311 Project Area	EW	954	G13081	7/1/1991	Unit	Record Title Interest: All of Block 954, Ewing Bank, as shown on OCS Official Protraction Diagram, NH15-12.	W&T Offshore, Inc.	Talos Third Coast LLC					
South Timbalier Block 311 Project Area	ST	311	G31418	3/1/2008	Producing	Record Title Interest: All of Block 311, South Timbalier area	Walter Oil and Gas Corporation	Talos Third Coast LLC					
South Timbalier Block 311 Project Area	ST	311	G31418	3/1/2008	Producing	Operating Rights Interest: All of Block 311, South Timbalier area, South Addition, from the surface to 12,251' TVDSS	Walter Oil and Gas Corporation	Talos Third Coast LLC					
South Timbalier Block 311 Project Area	ST	311	G31418	3/1/2008	Producing	Operating Rights Interest: All of Block 311, South Timbalier area, South Addition, from 12,251 TVDSS to 99,999 TVDSS	Walter Oil and Gas Corporation	Talos Third Coast LLC					

EXHIBIT A

Talos Third Coast LLC

Prospect	Area/Block		OCS Lease #	Lease Effective Date	Lease Status	Description	Operator	Owner	Book	Pg	Entry	State	County / Parish
South Timbalier Block 311 Project Area	ST	320	G24990	5/1/2003	Producing	Record Title Interest: All of Block 320, South Timbalier Area, South Addition, as shown on OCS Louisiana Leasing Map, LA6A.	Walter Oil and Gas Corporation	Talos Third Coast LLC					
West Cameron Block 77	WC	77	G09387	6/1/1988	Unit	Operating Rights Interest: SW/4 SW/4; W/2 SE/4 SW/4 of Block 77, West Cameron area, as to all depths below 16,400' SSTVD	Castex Offshore	Talos Third Coast LLC					
West Cameron Block 96	WC	96	G23740	5/1/2002	Unit	Record Title Interest: All of Block 96, West Cameron area	Castex Offshore	Talos Third Coast LLC					
West Cameron Block 96	WC	96	G23740	5/1/2002	Unit	Operating Rights Interest: E/2; SW/4; S/2 NW/4 of Block 96, West Cameron area, from the surface to a depth of 99,999 TVD	Castex Offshore	Talos Third Coast LLC					

**EXHIBIT A**

**WELLS**

**EXHIBIT A**

**WELLS - TALOS REOURCES LLC**

<b>FIELD</b>	<b>Well</b>	<b>WI</b>	<b>OIL NRI</b>	<b>GAS NRI</b>
Bayou Hebert	BROUSSARD NO. 1	30.93%	22.27%	22.27%
Bayou Hebert	THIBODEAUX NO. 1 BP1	30.93%	22.27%	22.27%
Main Pass 288	OCSG 01665 NO. A04 ST01	100.00%	83.33%	83.33%
Main Pass 288	OCSG 01665 NO. A07 ST01	100.00%	83.33%	83.33%
Main Pass 288	OCSG 01665 NO. A11 ST01	100.00%	83.33%	83.33%
Main Pass 288	OCSG 01665 NO. A13 ST02	100.00%	83.33%	83.33%
Main Pass 288	OCSG 01665 NO. A17 ST01	100.00%	83.33%	83.33%
Main Pass 288	OCSG 01665 NO. A24 ST01	100.00%	83.33%	83.33%
Main Pass 288	OCSG 01665 NO. A27 ST03 BP1 (NOW 1666)	100.00%	83.33%	83.33%
Main Pass 288	OCSG 01666 NO. A06 ST01 (NOW 1665)	100.00%	83.33%	83.33%
Main Pass 288	OCSG 01666 NO. A19	100.00%	83.33%	83.33%
Main Pass 288	OCSG 01666 NO. A20	100.00%	83.33%	83.33%
Main Pass 288	OCSG 01666 NO. A21 ST03	100.00%	83.33%	83.33%
Main Pass 288	OCSG 01666 NO. A26 ST	100.00%	83.33%	83.33%
Main Pass 288	OCSG 19866 NO. A02	100.00%	80.33%	80.33%
Main Pass 288	OCSG 19869 NO. A01	100.00%	83.33%	83.33%
Main Pass 288	OCSG 19869 NO. A03	100.00%	83.33%	83.33%
Main Pass 288	OCSG 19869 NO. A05	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A002	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A003	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A003D	100.00%	83.33%	83.33%

FIELD	Well	WI	OIL NRI	GAS NRI
Miss Canyon 109	OCSG 05825 NO. A004	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A004D	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A005 ST01	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A006 ST01	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A007	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A007D	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A010	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A010D	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A011 ST ATTC	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A013	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A014	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A015	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A016 ST02	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A017ST1	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A018.ST2	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A019	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A021	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A022 ST02	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A023 ST02	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A024 ST03	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A025 ST02	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A026 ST01	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A028ST	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A029 ST02	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A030	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A033	100.00%	83.33%	83.33%

FIELD	Well	WI	OIL NRI	GAS NRI
Miss Canyon 109	OCSG 05825 NO. A033D	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A034	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 05825 NO. A12 ST1	100.00%	83.33%	83.33%
Miss Canyon 109	OCSG 09777 NO. A027 ST01	24.81%	20.68%	20.68%
Miss Canyon 109	OCSG 09777 NO. A032 ST02	24.81%	20.68%	20.68%
Miss Canyon 110	OCSG 18192 NO. A009 ST	8.33%	7.48%	7.48%
Miss Canyon 110	OCSG 18192 NO. A011 ST1	8.33%	7.48%	7.48%
Miss Canyon 110	OCSG 18192 NO. A031	8.33%	7.48%	7.48%
Ship Shoal 113	OCS 00063 NO. E01 ST00 BP01	100.00%	80.61%	81.85%
Ship Shoal 113	OCS 00063 NO. 001 ST-1 BP1 03	100.00%	75.54%	76.00%
Ship Shoal 113	OCS 00063N NO. 08 ST1	100.00%	80.61%	81.85%
Ship Shoal 113	OCS 00063N NO. 08D ST1	100.00%	80.61%	81.85%
Ship Shoal 113	OCS 00063N NO. 61	100.00%	82.61%	83.85%
Ship Shoal 113	OCS 00063N NO. 66 BP1	100.00%	80.61%	81.85%
Ship Shoal 113	OCS 00063N NO. E02	100.00%	80.61%	81.85%
Ship Shoal 113	OCS 00063N NO. M02	100.00%	80.61%	81.85%
Ship Shoal 113	OCS 00064 NO. H04	100.00%	82.61%	83.85%
Ship Shoal 113	OCS 00064 NO. H13	100.00%	82.61%	83.85%
Ship Shoal 113	OCS 00065 NO. 04 ST	100.00%	81.01%	82.25%
Ship Shoal 113	OCS 00065 NO. 07	100.00%	82.61%	83.85%
Ship Shoal 113	OCS 00066 NO. Q01 ST2	100.00%	81.01%	82.25%
Ship Shoal 113	OCS 00066 NO. Q02	100.00%	82.61%	83.85%
Ship Shoal 113	OCS 00066 NO. T01	100.00%	86.20%	87.50%
Ship Shoal 113	OCS 00066 NO. T02	100.00%	82.61%	83.85%
Ship Shoal 113	OCS 00066 NO. V05 ST1	100.00%	81.01%	82.25%
Ship Shoal 113	OCS 00066 NO. W01	100.00%	82.61%	83.85%

FIELD	Well	WI	OIL NRI	GAS NRI
Ship Shoal 113	OCS 00066 NO. W02	100.00%	75.14%	75.60%
Ship Shoal 113	OCS 00066 NO. W04	100.00%	75.14%	75.60%
Ship Shoal 113	OCS 00067 NO. 41 BLK	100.00%	77.14%	77.60%
Ship Shoal 113	OCS 00069 NO. 24 ST1	100.00%	75.14%	75.60%
Ship Shoal 113	OCS 00069 NO. Z01 (23)	100.00%	75.14%	75.60%
Ship Shoal 113	OCSG 00063 NO. 001 ST-1 BPI 03 BLK 93	100.00%	75.54%	76.00%
Ship Shoal 113	OCSG 00063N NO. E02 M08 WTRFLD	100.00%	80.61%	81.85%
Ship Shoal 113	OCSG 00066 NO. V05 ST1 BLK 112	100.00%	81.01%	82.25%
Vioska Knoll 989	OCSG 06898 ATTIC TO A06 P38a	100.00%	83.33%	83.33%
Vioska Knoll 989	OCSG 06898 NO. A05	100.00%	83.33%	83.33%
Vioska Knoll 989	OCSG 06898 NO. A07	100.00%	83.33%	83.33%
Vioska Knoll 989	OCSG 06898 NO. A17	100.00%	83.33%	83.33%
Vioska Knoll 989	OCSG 06898 NO. A21	100.00%	83.33%	83.33%
Vioska Knoll 989	OCSG 06898 NO. A23	100.00%	83.33%	83.33%
Vioska Knoll 989	OCSG 06899 NO. A04ST1	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 06899 NO. A16	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 06899 NO. A29	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 07923 NO. A26	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 07923 NO. A02	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 07923 NO. A20	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 07923 NO. A30	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 08483 NO. TB08D	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 09771 A-34 (TB-02 ATTIC)	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 09771 NO. A11ST1	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 09771 NO. A12	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 09771 NO. A12	100.00%	87.50%	87.50%

FIELD	Well	WI	OIL NRI	GAS NRI
Vioska Knoll 989	OCSG 09771 NO. A13	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 09771 NO. A15ST1BP1	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 09771 NO. A18	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 09771 NO. A19	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 09771 NO. A24	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 09771 NO. A24ST1BP1	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 09771 NO. TB03	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 09771 NO. TB05	100.00%	87.50%	87.50%
Vioska Knoll 989	OCSG 13997 NO. 04	65.38%	57.21%	57.21%
Vioska Knoll 989	OCSG 13997 NO. 05	65.38%	57.21%	57.21%
Vioska Knoll 989	OCSG 13997 NO. 06	65.38%	57.21%	57.21%
Vioska Knoll 989	OCSG 13997 NO. 07	65.38%	57.21%	57.21%

EXHIBIT A

WELLS - TALOS RESOURCES LLC (RAM POWELL)

WELL NAME	WELL NAME SUFFIX	API NUMBER	STATUS CODE	BOTTOM BLOCK	BOTTOM LEASE No.	Operator	Owner	WI	NRI
VK 911, OCS-G 06892 No. A006	ST00BP00	608164024400	ST	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
	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	100.00000%	87.50000%
	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	100.00000%	87.50000%
	ST01BP00	608164024801	COM	VK912	G06893				
VK 912, OCS-G 06893 No. A011	ST00BP00	608164025800	COM	VK912	G06893	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
VK 912, OCS-G 06893 No. A013	ST00BP00	608164025200	ST	VK912	G06893	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
	ST01BP00	608164025201	TA	VK912	G06893				
VK 912, OCS-G 06893 No. A014	ST00BP00	608164024700	TA	VK912	G06893	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
VK 912, OCS-G 06893 No. A016	ST00BP00	608164025000	COM	VK912	G06893	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
VK 912, OCS-G 06893 No. A018	ST00BP00	608164025100	ST	VK912	G06893	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
	ST00BP01	608164025101	COM	VK912	G06893				

WELL NAME	WELL NAME SUFFIX	API NUMBER	STATUS CODE	BOTTOM BLOCK	BOTTOM LEASE No.	Operator	Owner	WI	NRI
VK 912, OCS-G 06893 No. A019	ST00BP00	608164024900	ST	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
	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	100.00000%	87.50000%
VK 912, OCS-G 06893 No. SS-002	ST00BP00	608164009800	ST	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
	ST01BP00	608164009801	TA	VK912	G06893				
VK 912, OCS-G 06893 No. SS-005	ST00BP00	608164010200	PA	VK912	G06893	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
VK 913, OCS-G 08784 No. A007	ST00BP00	608164024500	COM	VK913	G08784	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
VK 913, OCS-G 08784 No. A009	ST00BP00	608164025300	COM	VK913	G08784	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
VK 913, OCS-G 08784 No. A012	ST00BP00	608164025700	COM	VK913	G08784	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
VK 955, OCS-G 08474 No. A004	ST00BP00	608164024300	ST	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
	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	100.00000%	87.50000%
	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	WI	NRI
VK 956, OCS-G 06896 No. A003	ST00BP00	608164024200	ST	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
	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	100.00000%	87.50000%
	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	100.00000%	87.50000%
	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	100.00000%	87.50000%
VK 956, OCS-G 06896 No. A020	ST00BP00	608164025600	DSI	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
VK 956, OCS-G 06896 No. SS-004	ST00BP00	608164010700	ST	VK956	G06896	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
	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	100.00000%	87.50000%
VK 957, OCS-G 08475 No. SS-003	ST00BP00	608164013500	ST	VK957	G08475	Talos Petroleum LLC	Talos Resources LLC	100.00000%	87.50000%
	ST01BP00	608164013501	ST	VK957	G08475				
	ST02BP00	608164013570	ST	VK957	G08475				
	ST02BP01	608164013502	ST	VK956	G06896				
	ST03BP00	608164013503	TA	VK957	G08475				

**EXHIBIT A**

**WELLS**

Prospect	Area/Block Bottom	Area/Block Surface	Bottom Lease	Well Name	API #	Well Status Code	Operator	Owner	Working Interest	NRI
Bulleit	GC 21	GC 21	G35385	GC 21 OCS-G 35385 # 001 ST00BP03	60-811-40722-03	TA	Talos Energy Offshore LLC	Talos Energy Offshore LLC	50.00000%	40.00000%
Gunflint	MC 948	MC 992	G24133	MC 992 OCS-G 24133 #1 ST00BP00	60-817-41252-00	TA	Fieldwood Energy LLC	Talos Oil and Gas LLC	9.56370%	8.29066%
Gunflint	MC 0993	MC 0993	G24134	MC 993 OCS-G 24134 # 001 ST00BP00	60-817-41185-00	PA	Marathon Oil	Talos Oil and Gas LLC	9.56370%	8.29066%
Gunflint	MC 948	MC 948	G28030	MC 948 OCS-G 28030 # 001 ST00BP00	60-817-41148-00	PA	Fieldwood Energy LLC	Talos Oil and Gas LLC	9.56370%	8.29066%
Gunflint	MC 948	MC 948	G28030	MC 948 OCS-G 28030 # 2 ST02BP00	60-817-41149-02	COM	Fieldwood Energy LLC	Talos Oil and Gas LLC	9.56370%	8.29066%
Gunflint	MC 948	MC 948	G28030	MC 948 OCS-G 28030 # 003 ST00BP01	60-817-41188-01	TA	Fieldwood Energy LLC	Talos Oil and Gas LLC	9.56370%	8.29066%
Gunflint	MC 948	MC 948	G28030	MC 948 OCS-G 28030 # 004 ST00BP00	60-817-41299-00	COM	Fieldwood Energy LLC	Talos Oil and Gas LLC	9.56370%	8.29066%
Whistler	EW 944	EW 944	G05809	EW 944 OCS-G05809 # 003 ST00BP00	60-810-40069-00	TA	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	EW 988	GC 18	G05809	EW 988 OCS-G05809 # A008 ST00BP00	60-811-40090-00	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	EW 988	GC 18	G05809	EW 988 OCS-G05809 # A013 ST00BP01	60-811-40099-00	ST	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	76.12500%
Whistler	EW 988	GC 18	G05809	EW 988 OCS-G05809 # A014 ST01BP01	60-811-40118-01	ST	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%

Prospect	Area Block Bottom	Area Block Surface	Bottom Lease	Well Name	API #	Well Status Code	Operator	Owner	Working Interest	NRI
Whistler	EW 988	GC 18	G05809	EW 988 OCS-G05809 # A016 ST00BP00	60-811-40115-01	ST	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	EW 988	GC 18	G05809	EW 988 OCS-G05809 # A017 ST02BP00	60-811-40145-71	ST	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	EW 988	GC 18	G05809	EW 988 OCS-G05809 # A024 ST04BP01	60-811-40193-05	ST	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	EW 988	GC 18	G05809	EW 988 OCS-G05809 # A026 ST04BP00	60-811-40195-04	TA	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	EW 988	GC 18	G05809	EW 988 OCS-G05809 # A029 ST01BP01	60-811-40212-02	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # 005 ST01BP00	60-811-40035-01	ST	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A001 ST03BP00	60-811-40074-03	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A002 ST01BP00	60-811-40008-01	TA	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A003 ST01BP00	60-811-40007-00	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A004 ST01BP00	60-811-40009-00	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A005 ST02BP02	60-811-40075-04	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	76.12500%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A006 ST01BP00	60-811-40080-01	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A007 ST00BP00	60-811-40073-70	ST	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%

Prospect	Area Block Bottom	Area Block Surface	Bottom Lease	Well Name	API #	Well Status Code	Operator	Owner	Working Interest	NRI
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A009 ST02BP00	60-811-40087-02	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A010 ST01BP00	60-811-40097-01	TA	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A011 ST01BP00	60-811-40142-01	TA	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A012 ST01BP00	60-811-40089-01	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A013 ST01BP00	60-811-40099-01	TA	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A014 ST01BP00	60-811-40118-70	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A015 ST00BP00	60-811-40113-00	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A017 ST03BP00	60-811-40145-72	TA	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A018 ST03BP00	60-811-40156-00	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A019 ST00BP00	60-811-40166-00	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A020 ST01BP02	60-811-40157-03	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A021 ST02BP00	60-811-40179-02	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A022 ST02BP00	60-811-40035-02	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%

Wells

Prospect	Area Block Bottom	Area Block Surface	Bottom Lease	Well Name	API #	Well Status Code	Operator	Owner	Working Interest	NRI
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A023 ST00BP00	60-811-40191-00	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A024 ST05BP00	60-811-40193-06	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A025 ST02BP00	60-811-40194-02	TA	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A026 ST02BP00	60-811-40195-02	ST	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A027 ST02BP00	60-811-40199-02	TA	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC 18	GC 18	G04940	GC 18 OCS-G04940 # A028 ST02BP00	60-811-40207-02	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	81.95833%
Whistler	GC60	GC60	G14021	GC 60 OCS-G14921 # 001 ST01BPOO	60-811-40198-01	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	82.45833%
Whistler	GC60	GC60	G14021	GC 60 OCS-G14921 # 001 ST01BPOO	60-811-020101	COM	Talos Oil and Gas LLC	Talos Oil and Gas LLC	100.00000%	82.45833%

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Wells**

Prospect	Area/Block Bottom	Area/Block Surface	Bottom Lease	Well Name	API#	Operator	Owner	Working Interest	NRI
Barataria	MC 521	MC 521	G34441	MC 521 SS001 ST00BP01	60-817-41313-00	Kosmos Energy	Talos Exploration LLC	23.85000%	16.75465%
Bayou Goreau	N/A	N/A	N/A	SL 21615 #1; DISC 12 RA SUA	17-711-203530-00	Castex Energy Inc.	Talos Third Coast LLC	37.59131%	27.70425%
Beta (Coelacanth)	EW 789	EW 789	G35805	EW789 A-6	60-810-40155-00	Walter Oil & Gas	Talos Exploration LLC	6.25000%	4.99687%
Beta (Coelacanth)	EW 789	EW 789	G35805	EW789 A-7	60-810-40154-01	Walter Oil & Gas	Talos Exploration LLC	6.25000%	4.99687%
Beta (Coelacanth)	EW 790	EW 790	G33140	EW790 A-2	60-810-40151-00	Walter Oil & Gas	Talos Exploration LLC	6.25000%	4.60938%
Beta (Coelacanth)	EW 790	EW 790	G33140	EW790 A-3	60-810-40153-00	Walter Oil & Gas	Talos Exploration LLC	6.25000%	4.60938%
Beta (Coelacanth)	EW 790	EW 790	G33140	EW790 A-9	60-810-40157-00	Walter Oil & Gas	Talos Exploration LLC	6.25000%	4.60938%
Beta (Coelacanth)	EW 834	EW 834	G27982	EW834 A-1	60-810-50103-00	Walter Oil & Gas	Talos Exploration LLC	6.25000%	5.00000%
Beta (Coelacanth)	MC 793	MC 793	G33177	MC793 A-4	60-810-40152-00	Walter Oil & Gas	Talos Exploration LLC	6.25000%	4.96069%
Beta (Coelacanth)	MC 793	MC 793	G33177	MC793 A-8 (Non-Consent) (1)	60-810-40159-00	Walter Oil & Gas	Talos Exploration LLC	6.25000%	4.96069%

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Wells**

Prospect	Area/Block Bottom	Area/Block Surface	Bottom Lease	Well Name	API #	Operator	Owner	Working Interest	NRI
Claiborne	MC 794	MC 794	G34909	MC794#SS1ST1	60-817-41315-02	Beacon	Talos Exploration LLC	25.25000%	19.50565%
Claiborne	MC 794	MC 794	G34909	MC794#SS2ST1	60-817-41343-01	Beacon	Talos Exploration LLC	25.25000%	19.50565%
Crown & Anchor	VK 959	VK 959	G34878	VK 959 SS001 ST00BP00	60-816-40458-00	Beacon	Talos Exploration LLC	17.50000%	14.21875%
Crown & Anchor	VK 960	VK 960	G27247	VK 960 SS001 ST00BP02	60-816-40459-02	Beacon	Talos Exploration LLC	17.50000%	14.78750%
Dantzler	MC 782	MC 782	G33757	MC 782 SS001 ST00BP00	60-817-41266-00	Beacon	Talos Exploration LLC	17.50000%	14.21875%
Dantzler	MC 782	MC 782	G33757	MC 782 SS002 ST00BP00	60-817-41282-00	Beacon	Talos Exploration LLC	17.50000%	14.21875%
Diller (Son of Bluto II)	MC 387	MC 387	G22873	MC387 #SS1	60-817-41389-00	Murphy E&P USA	Talos Exploration LLC	11.82311%	9.28115%
Diller (Son of Bluto II)	MC 431	MC 431	G22877	MC431 #SS2	60-817-41203-01	Murphy E&P USA	Talos Exploration LLC	11.82311%	9.28115%
King Lake	N/A	N/A	N/A	LL&E #1 TEX L-CIB C RA SUA	17-109-2423100-00	Castex Energy Partners LP	Talos Third Coast LLC	45.08539%	32.68690%
Marmalard	MC 255	MC 255	G24064	MC255 #SS1	60-817-41258-00	Murphy E&P USA	Talos Exploration LLC	11.39858%	8.94789%

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Wells**

Prospect	Area/Block Bottom	Area/Block Surface	Bottom Lease	Well Name	API #	Operator	Owner	Working Interest	NRI
Marmalard	MC 255	MC 255	G24064	MC255 #SS2	60-817-41305-00	Murphy E&P USA	Talos Exploration LLC	11.39858%	8.94789%
Marmalard	MC 300	MC 300	G22868	MC300 #SS1	60-817-41206-00	Murphy E&P USA	Talos Exploration LLC	11.39858%	8.94789%
Marmalard	MC 300	MC 300	G22868	MC300 #SS2	60-817-41295-00	Murphy E&P USA	Talos Exploration LLC	11.39858%	8.94789%
Main Pass Blk 138	MP 138	MP 138	G16500	MP 138 G1	17-725-40830-00	Castex Offshore	Talos Third Coast LLC	90.00000%	74.99970%
Main Pass Blk 138	MP 138	MP 138	G16500	MP 138 G2	17-725-40831-00	Castex Offshore	Talos Third Coast LLC	90.00000%	74.99970%
Main Pass Blk 138	MP 138	MP 138	G16500	MP 138 G3	17-725-40832-00	Castex Offshore	Talos Third Coast LLC	90.00000%	74.99970%
Main Pass Blk 138	MP 138	MP 138	G16500	MP 138 G4	17-725-40833-00	Castex Offshore	Talos Third Coast LLC	90.00000%	74.99970%
Main Pass Blk 270	MP 270	MP 270	G22812	MP 270 B-1	17-724-40976-00	Castex Offshore	Talos Third Coast LLC	28.12500%	23.14733%
Main Pass Blk 270	MP 270	MP 270	G22812	MP 270 A1	17-724-40889-00	Castex Offshore	Talos Third Coast LLC	78.12500%	65.10446%
Main Pass Blk 270	MP 270	MP 270	G22812	MP 270 A-3	17-724-40906-00	Castex Offshore	Talos Third Coast LLC	78.12500%	65.10446%

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Wells**

Prospect	Area/Block Bottom	Area/Block Surface	Bottom Lease	Well Name	API #	Operator	Owner	Working Interest	NRI
Main Pass Blk 270	MP 270	MP 270	G22812	MP 270 A-ST	17-724-40890-01	Castex Offshore	Talos Third Coast LLC	78.12500%	65.10446%
Niedermeyer	MC 208	MC 208	G32303	MC208 #SS1	60-817-41288-00	Murphy E&P USA	Talos Exploration LLC	5.40113%	4.13186%
Niedermeyer	MC 209	MC 209	G24055	MC209 #SS1	60-817-41261-00	Murphy E&P USA	Talos Exploration LLC	5.40113%	4.45593%
Niedermeyer	MC 252	MC 252	G35491	MC252 #SS1	60-817-41304-00	Murphy E&P USA	Talos Exploration LLC	5.40113%	4.17237%
Odd Job	MC 214	MC 214	G24059	MC 214 SS002 ST00BP01	60-817-41380-01	Kosmos Energy	Talos Exploration LLC	19.47149%	14.99305%
Odd Job	MC 215	MC 215	G24060	MC 215 SS001 ST00BP01	60-817-41291-01	Kosmos Energy	Talos Exploration LLC	17.50000%	13.47500%
Odd Job	MC 215	MC 215	G24060	MC 215 SS002 ST00BP00	60-817-41376-00	Kosmos Energy	Talos Exploration LLC	17.50000%	13.47500%
Oyster Bayou	N/A	N/A	N/A	SL 21614 #1; 8200 RA SUA	17-109-2423000-00	Castex Energy Inc.	Talos Third Coast LLC	25.16709%	18.70281%
Oyster Bayou	N/A	N/A	N/A	SL 21614 #1 SWD	17-109-8809700-00	Castex Energy Inc.	Talos Third Coast LLC	48.46060%	--

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Wells

Prospect	Area/Block Bottom	Area/Block Surface	Bottom Lease	Well Name	API#	Operator	Owner	Working Interest	NRI
South Marsh Island Blk 122	SM 122	SM 122	G17942	SM 122 #A1	17-708-40852-02	Castex Offshore	Talos Third Coast LLC	6.25000%	5.01302%
South Marsh Island Blk 122	SM 122	SM 122	G17942	SM 122 #A2	17-708-40858-00	Castex Offshore	Talos Third Coast LLC	6.25000%	5.01302%
South Marsh Island Blk 122	SM 122	SM 122	G17942	SM 122 #A3	17-708-40883-00	Castex Offshore	Talos Third Coast LLC	6.25000%	5.01302%
South Santa Cruz	MC 563	MC 563	G21176	MC 563 #SS1	60-817-41300-00	Kosmos Energy	Talos Exploration LLC	20.25000%	14.34251%
Ship Shoal Blk 76	SS 76	SS 76	G15276	SS 76 #3 ST2	17-711-41335-00	Castex Offshore	Talos Third Coast LLC	90.00000%	58.50000%
South Timbalier Blk 311	ST 311	ST 311	G31418	ST 311 #A1	17-716-40355-00	Walter Oil & Gas	Talos Third Coast LLC	1.25000%	0.99046%
West Cameron Blk 77	WC 77	WC 77	G09387	WC 77 B1	17-700-41195-00	Castex Offshore	Talos Third Coast LLC	33.65625%	25.92063%
West Cameron Blk 96	WC 96	WC 96	G23740	WC 96 B2	17-700-41274-00	Castex Offshore	Talos Third Coast LLC	33.65625%	25.92063%

EXHIBIT A

Talos Third Coast LLC (Note that WI/NRIs also include GOME 1271-Dorado Deep's Interest.)

Prospect	Area/Block Bottom	Area/Block Surface	Bottom Lease	Well Name	API #	Operator	Owner	Working Interest	NRI
Bayou Goreau	N/A	N/A	N/A	SL 21615 #1; DISC 12 RA SUA	17-711-203530-00	Castex Energy Inc.	Talos Third Coast LLC	0.46712891	0.34426817
Main Pass Block 138	MP 138	MP 138	G16500	MP 138 G-1	17-725-40830-00	Castex Offshore	Talos Third Coast LLC	1.00000000	0.83333000
Main Pass Block 138	MP 138	MP 138	G16500	MP 138 G-2	17-725-40831-00	Castex Offshore	Talos Third Coast LLC	1.00000000	0.83333000
Main Pass Block 138	MP 138	MP 138	G16500	MP 138 G-3	17-725-40832-00	Castex Offshore	Talos Third Coast LLC	1.00000000	0.83333000
Main Pass Block 138	MP 138	MP 138	G16500	MP 138 G-4	17-725-40833-00	Castex Offshore	Talos Third Coast LLC	1.00000000	0.83333000
Oyster Bayou	N/A	N/A	N/A	SL 21614 #1; 8200 RA SUA	17-109-2423000-00	Castex Energy Inc.	Talos Third Coast LLC	0.56519922	0.42389941
Oyster Bayou	N/A	N/A	N/A	SL 21614 #1 SWD	17-109-8809700-00	Castex Energy Inc.	Talos Third Coast LLC	0.56519922	--
Ship Shoal Block 76	SS 76	SS 76	G15276	SS 76 #3 ST02	17-711-41335-02	Castex Offshore	Talos Third Coast LLC	1.00000000	0.65333330
South Marsh Island Block 122	SM 122	SM 122	G17942	SM 122 A-1 ST2	17-708-40852-02	Castex Offshore	Talos Third Coast LLC	0.50000000	0.40104160

**EXHIBIT A**

**Talos Third Coast LLC (Note that WI/NRIs also include GOME 1271-Dorado Deep's Interest.)**

Prospect	Area/Block Bottom	Area/Block Surface	Bottom Lease	Well Name	API#	Operator	Owner	Working Interest	NRI
South Marsh Island Block 122	SM 122	SM 122	G17942	SM 122 A-2	17-708-40858-00	Castex Offshore	Talos Third Coast LLC	0.50000000	0.40104160
South Marsh Island Block 122	SM 122	SM 122	G17942	SM 122 A-3	17-708-40883-00	Castex Offshore	Talos Third Coast LLC	0.50000000	0.40104160
South Timbalier Block 311 Project Area	EW	954	G13081	EW 954 A-8	60-810-40146-00	W&T Offshore, Inc.	Talos Third Coast LLC	0.13333330	0.10535791
South Timbalier Block 311	ST 311	ST 311	G31418	ST 311 A-1	177164035500	Walter Oil and Gas Corporation	Talos Third Coast LLC	0.10000000	0.07923690
South Timbalier Block 311 Project Area	ST	320	G24990	ST 320 A-2	17-716-40362-00		Talos Third Coast LLC	0.06400000	0.05136002
South Timbalier Block 311 Project Area	ST	320	G24990	ST 320 A-3	17-716-40363-00		Talos Third Coast LLC	0.06400000	0.05136002
South Timbalier Block 311 Project Area	ST	320	G24990	ST 320 A-5ST	60-810-40104-01	W&T Offshore, Inc.	Talos Third Coast LLC	0.05000000	0.04012500

**EXHIBIT A**

**Talos Third Coast LLC (Note that WI/NRIs also include GOME 1271-Dorado Deep's Interest.)**

Prospect	Area/Block Bottom	Area/Block Surface	Bottom Lease	Well Name	API #	Operator	Owner	Working Interest	NRI
West Cameron Block 77	WC 77	WC 77	G09387	WC 77 B-1 (WC 96)	17-700-41195-00	Castex Offshore	Talos Third Coast LLC	0.66875000	0.52936790
West Cameron Block 96	WC 96	WC 96	G23740	WC 96 B-2	17-700-41274-00	Castex Offshore	Talos Third Coast LLC	0.66875000	0.52936790

**EXHIBIT A**

**PLATFORMS**

**EXHIBIT A**

**PLATFORMS - TALOS RESOURCES LLC**

<b>FIELD</b>	<b>AREA</b>	<b>BLOCK</b>	<b>PLATFORM/PRODUCTION FACILITY</b>	<b>ID NUMBER</b>	<b>OWNERSHIP</b>	
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**

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

**EXHIBIT A**

**PLATFORM**

Prospect	Area/Block		Platform / Production Facility	ID#	Owner	Interest
Whistler	GC	18	GC 19 "A" Platform	23503	Talos Oil and Gas LLC	100.00000%

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Platforms**

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

**EXHIBIT A**

**Talos Third Coast LLC (Note that Interest also includes GOME 1271-Dorado Deep's Interest.)**

Prospect	Area/Block		Platform / Production Facility	ID #	Owner	Interest
Bayou Goreau	N/A	N/A	Bayou Goreau Facility	N/A	Talos Third Coast LLC	0.46712891
Main Pass Block 138	MP	138	MP 138 Platform G	1914	Talos Third Coast LLC	1.00000000
Oyster Bayou	N/A	N/A	Oyster Bayou Facility, Keyway, & Sales Line	N/A	Talos Third Coast LLC	0.56519922
Ship Shoal Block 76	SS	76	Caisson #3	888	Talos Third Coast LLC	1.00000000
South Marsh Island Block 122	SM	122	SM 122 Platform A	703	Talos Third Coast LLC	0.50000000
South Timbalier Block 311	ST	311	ST 311 Platform A	2574	Talos Third Coast LLC	0.10000000
West Cameron Block 96	WC	96	WC 96 Platform B	1531	Talos Third Coast LLC	0.66875000

**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., LLOXY 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 Service 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 LLC, 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 LLC.
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 Pelto 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, LLC.
Ship Shoal 113	12/20/2002	Supplement to Exploration Agreement between Comstock Resources, Inc. and Bois d'Arc LLC.
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, LLC.
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, LLC.
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, L.L.C.
Ship Shoal 113	1/1/2013	Amendment to Transportation Service Agreement between Stone Energy Offshore, L.L.C. and Sea Robin Pipeline Company, L.L.C.

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 Chiefain 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 REOURCES 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

### CONTRACTS

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Bulleit	2/28/2019	Offshore Operating Agreement for Green Canyon Block 21, OCS-G 35385, by and between Talos Energy Offshore LLC & Enven Energy Ventures LLC dated effective as of February 28, 2019
Bulleit	2/22/2019	Participation Agreement dated effective as of February 22nd, 2019 by and between Talos Energy Offshore LLC and Enven Energy Ventures LLC
Gunflint	12/1/2018	Purchase and Sale Agreement by and among Samson Offshore Mapleleaf, LLC as Seller and Fieldwood Energy LLC and Talos Energy Offshore LLC as Buyer
Gunflint	1/31/2014	Gunflint/Gulfstar One FPS Tieback Construction and Coordination Agreement by and among Gulf Star One, LLC, Noble Energy, Inc., Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company
Gunflint	7/1/2006	Joint Operating Agreement by and between Noble Energy, Inc. and Samson Offshore Company, as amended
Gunflint	1/1/2011	Ratification, Amendment and Re-Designation of the Gunflint JOA as the Gunflint Voluntary Unit Operating Agreement by and between Noble Energy Inc., BP Exploration & Production Inc., Samson Offshore Company, Marathon Oil Company and BHP Billiton Petroleum (Deepwater) Inc., as amended
Gunflint	2/16/2017	Letter Establishing Initial Rates by and between Samson Offshore Mapleleaf, LLC and Chevron Pipeline Company
Gunflint	12/10/2013	Gunflint Oil Export Agreement by and between Gulfstar One LLC and Samson Offshore, LLC
Gunflint	12/10/2013	Gunflint Oil Gathering Agreement by and between Williams Oil Gathering, L.L.C. and Samson Offshore, LLC
Gunflint	5/8/2018	Gunflint Oil Purchase Agreement by and between Chevron Products Company and Samson Offshore Mapleleaf, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Gunflint	12/10/2013	Gunflint Production Handling Agreement by and among Gulfstar One LLC, Noble Energy, Inc., Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company, as amended
Gunflint	12/10/2013	Authorization Agreement for Tie-Back Development by and among Noble Energy, Inc., Ecopetrol America Inc., Samson Offshore, LLC and Marathon Oil Company, as amended
Gunflint	1/31/2014	Amended and Restated Authorization Agreement for Tie-Back Development by and among Noble Energy, Inc., Ecopetrol America Inc., Samson Offshore Mapleleaf, LLC, and Marathon Oil Company
Gunflint	1/1/2013	Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations on the Mississippi Canyon Block 948 Unit, Contract No. 754313005, as amended
Gunflint	1/1/2013	Unit Operating Agreement, Gunflint Prospect, Gunflint Unit, Offshore Louisiana, by and among Noble Energy, Inc., Samson Offshore, LLC, Marathon Oil Company, BP Exploration & Production Inc., and BHP Billiton Petroleum (Deepwater) Inc., as amended
Gunflint	12/10/2013	Gunflint Gas Gathering Agreement by and between Williams Field Services-Gulf Coast Company, LP and Samson Offshore, LLC
Gunflint	12/10/2013	Gunflint Gas Processing Agreement by and between Williams Mobile Bay Producer Services, L.L.C. and Samson Offshore, LLC
Gunflint	12/10/2013	Gunflint Gas Export Agreement by and between Gulfstar One LLC and Samson Offshore, LLC
Gunflint	5/1/2018	Gunflint Gas Purchase Agreement by and between Williams Energy Resources LLC and Samson Offshore Mapleleaf, LLC
Gunflint	2/1/2019	Empire Methanol Treatment Agreement by and between Chevron Pipe Line Company and Talos Energy Offshore LLC
Gunflint	10/8/2018	(MC 904) Area of Mutual Interest Agreement made and entered into between Fieldwood Energy LLC, Ecopetrol America Inc., and Samson Offshore Mapleleaf, LLC
Gunflint	8/28/2014	(MC 905) Area of Mutual Interest Agreement made and entered into between Noble Energy, Inc. (Fieldwood is successor-in-interest to Noble Energy, Inc.), Ecopetrol America Inc., Samson Offshore Mapleleaf, LLC and Marathon Oil Company

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Whistler	7/10/2017	Letter Agreement dated July 10, 2017, by and between Whistler Energy II, LLC and Freepoint Commodities Trading and Marketing LLC
Whistler	9/1/2013	Gas Purchase Contract dated effective as of September 1, 2013, by and between Whistler Energy LLC and Texon L.P.
Whistler	6/27/2013	Participation Agreement dated effective as of June 27, 2013, by and between Whistler Energy II, LLC and W&T Offshore, Inc.
Whistler	8/1/1998	Firm Gas Gathering Agreement dated August 1, 1998, by and among Manta Ray Offshore Gathering Company, L.L.C., Mobil Oil Exploration & Producing Southeast Inc., BHP Petroleum (Americas) Inc., Kerr-McGee Oil & Gas Corporation and Burlington Resources Offshore Inc., as amended by that certain First Amendment to Firm Gas Gathering Agreement dated September 1, 2013, by and between Whistler Energy II, LLC and Manta Ray Offshore Gathering Company, L.L.C.
Whistler	3/1/2017	Liquids Separation Agreement dated March 1, 2017, by and between Whistler Energy II, LLC and Manta Ray Offshore Gathering Company, L.L.C.
Whistler	3/28/2017	Service Agreement for Rate Schedule IT-1, dated March 28, 2017, by and between Whistler Energy II, LLC and Nautilus Pipeline Company, L.L.C.
Whistler	3/28/2017	Liquids Transportation Agreement dated March 28, 2017, by and between Whistler Energy II, LLC and Nautilus Pipeline Company, L.L.C.
Whistler	11/1/2015	Gas Processing Agreement dated November 1, 2015, by and between CIMA Energy LTD and Enterprise Gas Processing, LLC
Whistler	4/22/2004	ITS Service Agreement dated April 22, 2004, by and between ANR Pipeline Company and ExxonMobil Gas & Power Marketing Company on behalf of Mobil Oil Exploration & Producing Southeast Inc.
Whistler	4/18/2012	ITS Service Agreement dated April 18, 2012, by and between ANR Pipeline Company and Exxon Mobil Corporation
Whistler	4/18/2012	PTSIG Service Agreement dated April 18, 2012, by and between ANR Pipeline Company and Exxon Mobil Corporation

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Whistler	1/1/2014	Gas Processing, Fractionation & Products Purchase Agreement dated January 1, 2014, by and between Whistler Energy II, LLC and Enterprise Gas Processing, LLC
Whistler	9/3/2013	Service Agreement dated September 3, 2013, by and between Whistler Energy II, LLC and Sea Robin Pipeline Company, LLC
Whistler	9/1/2013	Retrograde Aggregation Services Agreement dated effective as of September 1, 2013, by and between Whistler Energy II, LLC and Trunkline Field Services LLC
Whistler	11/1/2009	Service Agreement, dated August 28, 2007, by and between CDM Max, LLC and W&T Offshore, Inc., as amended by that certain First Amendment to Service Agreement, dated November 1, 2009, by and between CDM Max, LLC and W&T Offshore, Inc.
Whistler	5/12/2017	Amended and Restated Note Purchase Agreement dated May 12, 2017, by and among Whistler Energy II, LLC, the holders from time to time party thereto, and the Bank of New York Mellon, as administrative agent for the holders party thereto
Whistler	5/12/2017	Amended and Restated Guarantee and Collateral Agreement, dated as of May 12, 2017, by and among Whistler Energy II, LLC, the grantors party thereto and The Bank of New York Mellon, as collateral agent
Whistler	5/12/2017	First Amendment to Mortgage, Fixture Filing, Assignment of As-Extracted Collateral, Security and Financing Statement, dated as of May 12, 2017, by and between Whistler Energy II, LLC and The Bank of New York Mellon, as mortgagee and administrative agent
Whistler	5/12/2017	Tranche A Note, dated as of May 12, 2017, from Whistler Energy II, LLC (as Issuer) to Apollo Franklin Partnership, L.P. (as Holder)
Whistler	5/12/2017	Tranche A Note, dated as of May 12, 2017, from Whistler Energy II, LLC (as Issuer) to Apollo Centre Street Partnership, L.P. (as Holder)
Whistler	5/12/2017	Tranche A Note, dated as of May 12, 2017 from Whistler Energy II, LLC (as Issuer) to ANS Goldings (WE), Ltd. (as Holder)
Whistler	5/12/2017	Tranche A Note, dated as of May 12, 2017, from Whistler Energy II, LLC (as Issuer) to Apollo Credit Opportunity Trading Fund III (as Holder)
Whistler	5/12/2017	Tranche A Note, dated as of May 12, 2017, from Whistler Energy II, LLC (as Issuer) to Apollo Special Opportunities Managed Account, L.P. (as Holder)

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Whistler	1/1/2014	Storage and Related Services Agreement, dated January 1, 2014, by and between Whistler Energy II, LLC and CGG Services (U.S.) Inc., as supplemented by that certain letter from CGG Services (U.S.) Inc. to Whistler Energy II, LLC, dated December 14, 2017
Whistler	8/6/2013	Master Service Contract for OSRO Coverage For Clean Gulf Associates' Members, dated effective as of August 6, 2013, by and between Whistler Energy II, LLC and T&T Marine Salvage, Inc.
Whistler	8/6/2013	Master Service Contract for OSRO Coverage For Clean Gulf Associates' Members, dated effective as of August 6, 2013, by and between Whistler Energy II, LLC and Clean Gulf Associates Services, LLC
Whistler	1/29/2018	Master Service Contract, dated January 29, 2018, by and between Whistler Energy II, LLC and Gulf Coast Chemical, LLC and Jones Oilfield Service and Supply, LLC
Whistler	8/22/2001	Seismic Micro-Technology, Inc.'s Software Packages Network and/or Standalone License Agreement, dated August 22, 2001, by and between Whistler Energy II, LLC and IHS Global Inc.
Whistler	1/12/2017	Customer Agreement, dated effective as of January 12, 2017, by and between Whistler Energy II, LLC and Iron Mountain Information Management, LLC, as supplemented by the Iron Mountain Pricing Schedule (Schedule A), dated November 24, 2017
Whistler	8/28/2015	Software License Agreement, dated August 28, 2015, by and between Whistler Energy II, LLC and Island Technology Services, Inc.
Whistler	1/23/2014	Temporary Owl Database Agreement, dated January 23, 2014, by and between Whistler Energy II, LLC and Lexco Data Systems, L.P.
Whistler	10/1/2011	Purchase and Sale Agreement, dated effective as of October 1, 2011, by and between Whistler Energy II, LLC and Mobil Oil Exploration & Producing Southeast Inc., as amended by that certain First Amendment to Purchase and Sale Agreement, dated June 4, 2013, by and between Whistler Energy II, LLC and Mobil Oil Exploration & Producing Southeast Inc. and that certain Second Amendment to Purchase and Sale Agreement, dated December 3, 2015, by and between Whistler Energy II, LLC and Mobil Oil Exploration & Producing Southeast Inc.
Whistler	10/1/2011	Purchase and Sale Agreement, dated effective as of October 1, 2011, by and between Whistler Energy II, LLC and W&T Offshore, Inc., as amended by that certain First Amendment to Purchase and Sale Agreement, dated July 11, 2013, by and between Whistler Energy II, LLC and W&T Offshore, Inc.
Whistler	9/8/2017	Advisory Services Agreement, dated September 8, 2017, by and between Whistler Energy II, LLC and Mobius Risk Group, LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Whistler	9/8/2017	Nondisclosure Agreement, dated September 8, 2017, by and between Whistler Energy II, LLC and Mobius Risk Group, LLC
Whistler	9/24/2013	Master Service Agreement, dated effective as of September 24, 2013, by and between Whistler Energy II, LLC and Stratos Offshore Services Company n/k/a RigNet, Inc.
Whistler	10/25/2013	License of Platform Space Agreement, dated October 25, 2013, by and between Whistler Energy II, LLC and Stratos Offshore Services Company n/k/a RigNet, Inc.
Whistler	9/11/2013	Response to Whistler Energy II, LLC Voice and Internet over CRS Services Green Canyon - 18, dated September 11, 2013, by and between Whistler Energy II, LLC and Stratos Offshore Services Company n/k/a RigNet, Inc.
Whistler	1/12/2017	Sub-Sublease Agreement, dated January 12, 2017, by and between Whistler Energy II, LLC and SHD Oil & Gas LLC
Whistler	4/23/2018	Copier maintenance contract evidenced by that certain Contract Terms, dated April 23, 2018, by and between Whistler Energy II, LLC and Stargel Office Solutions, Inc.
Whistler	2/22/2018	Copier lease evidenced by that certain Agreement, dated February 22, 2018, by and between Whistler Energy II, LLC and Stargel Office Solutions, Inc.
Whistler	7/17/2013	Support Services Agreement, dated July 17, 2013, by and between Whistler Energy II, LLC and P2ES Holdings, Inc., as supplemented by as supplemented by that certain letter from P2ES Holdings, Inc. to Whistler Energy II, LLC, dated June 1, 2017.
Whistler	6/20/2013	Account Control Agreement, dated June 20, 2013, by and among Whistler Energy II, LLC, Argonaut Insurance Co. and UBS Financial Services Inc.
Whistler	6/20/2013	Account Control Agreement, dated June 20, 2013, by and among Whistler Energy II, LLC, Argonaut Insurance Co. and UBS Financial Services Inc.
Whistler	5/30/2012	Platform Space Lease Agreement, dated May 30, 2012, by and between Whistler Energy II, LLC (successor in interest to Mobil Oil Exploration & Producing Southeast Inc.) and Tampnet Inc. (successor in interest to Broadpoint, LLC), as amended by that certain First Amendment to Platform Space Lease Agreement, dated December 1, 2014, by and between Whistler Energy II, LLC and Tampnet Inc. (successor in interest to Broadpoint, LLC)

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Whistler	1/9/2018	Letter Agreement, dated January 9, 2018, by and between Whistler Energy II, LLC and Tampnet Inc.
Whistler	5/12/2017	Assignment of Term Overriding Royalty Interest, dated effective as of May 12, 2017, by and between Whistler Energy II, LLC and H. Kenneth Lefoldt, Jr., as trustee of the Litigation Trust
Whistler	5/12/2017	Assignment of Net Profits Interest, dated effective May 12, 2017, by and between Whistler Energy II, LLC and H. Kenneth Lefoldt, Jr., as trustee of the Litigation Trust
Whistler	1/14/2013	Master Service Agreement, dated effective as of January 14, 2013, by and between Whistler Energy II, LLC and Wood Group PSN, Inc., as modified by that Letter Agreement, dated effective as of March 1, 2017, by and between Whistler Energy II, LLC and Wood Group PSN, Inc.
Whistler	8/28/2013	Agency Agreement, dated August 28, 2013, by and between Whistler Energy II, LLC and Texon L.P.
Whistler	8/4/2014	Agency Agreement, dated August 4, 2014, by and between Whistler Energy II, LLC and CIMA Energy LTD
Whistler	6/11/2014	Master License Agreement for Multiclient Seismic Data dated June 11, 2014, by and between Whistler Energy II, LLC and WesternGeco L.L.C., as amended and supplemented by that certain Letter Agreement dated July 3, 2014, that certain Supplemental Agreement dated July 8, 2014 regarding NW GC WAZ Q-Marine Survey, and that certain Supplemental Agreement dated July 8, 2014 regarding E-Wave Survey
Whistler	9/25/2013	Data License Agreement dated effective September 25, 2013, by and between Whistler Energy II, LLC and Exxon Mobil Corporation
Whistler	12/1/1981	Operating Agreement for Green Canyon Block 18, dated December 1, 1981, by and among Mobil Oil Exploration & Producing Southeast, Inc., Diamond Shamrock Corporation, Monsanto Company, Kerr-McGee Corporation and Kerr-McGee Federal Limited Partnership 1-1981, as amended, including by Amendment of Operating Agreement Green Canyon Block 18, OCS-G 4940 Offshore Louisiana, dated effective as of July 1, 2007, by and among Mobil Oil Exploration & Producing Southeast, Inc., W&T Offshore, Inc. and Offshore Shelf LLC

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Whistler	9/1/1996	Operating Agreement for Ewing Bank Block 944/988 Offshore Louisiana, dated July 1, 1983, by and among Mobil Oil Exploration & Producing Southeast Inc., Monsanto Oil Company, Diamond Shamrock Corporation, Kerr-McGee Corporation, and Kerr-McGee Federal Limited Partnership I-1981, as amended, including by Amendment of Operating Agreement for Ewing Bank Block 944/988 Offshore Louisiana, dated April 10, 1995, by and among Mobil Oil Exploration & Producing Southeast Inc., BHP Petroleum (Americas) Inc., Meridian Oil Offshore Inc., and Kerr-McGee Corporation, Amendment of Operating Agreement for Ewing Bank Block 944/988 Offshore Louisiana, dated effective as of September 1, 1996, by and among Mobil Oil Exploration & Producing Southeast Inc., BHP Petroleum (Americas) Inc., Burlington Resources Offshore Inc., and Kerr-McGee Corporation, and Amendment of Operating Agreement for Ewing Bank Block 944/988, OCS-G 5809 Offshore Louisiana, dated effective as of July 1, 2007, by and between Mobil Oil Exploration & Producing Southeast Inc. and W&T Offshore, Inc.
Whistler	7/1/2007	Offshore Operating Agreement for Green Canyon Block 60, by and between Mobil Oil Exploration & Producing Southeast Inc. and BHP Petroleum (Americas) Inc., as amended, including by Amendment of Operating Agreement Green Canyon Block 60, OCS-G 14021 Offshore Louisiana, dated effective as of July 1, 2007, by and between Mobil Oil Exploration & Producing Southeast Inc. and W&T Offshore, Inc.
Whistler	6/22/1988	Unit Agreement for Outer Continental Shelf Exploration, Development, and production Operation on the Ewing Bank 944/988 Unit, dated June 22, 1988, by and among Mobil Oil Exploration & Producing Southeast Inc., Sohio Petroleum Company, Kerr-McGee Corporation, Kerr-McGee Federal Limited Partnership I-1981, BHP Petroleum Company Inc., Diamond Shamrock Offshore Partners Limited Partnership, and Maxus Offshore Exploration Company

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

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

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

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

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

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

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Barataria	2/20/2018	Fourth Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Barataria	7/30/2014	Management Services Agreement with ILX Holdings II, LLC
Bayou Goreau	8/27/2015	Area of mutual interest agreement between Apache Corporation, Apache Louisiana Minerals, LLC, and Castex Energy, Inc. and Castex Energy Partners, L.P. - Bayou Goreau Area
Bayou Goreau	9/2/2015	Area of mutual interest agreement between CTS Energy, LLC and Castex Energy, Inc and Castex Energy Partners, L.P. - Bayou Goreau Area
Bayou Goreau	2/1/2018	Operating agreement between Castex Energy, Inc., et al, CSL Exploration LP, CSL CM II, L.P. CTS Energy LLC and CC Energy NA, Inc.
Beta (Coelacanth)	2/1/2010	Participation Agreement between Walter Oil & Gas Corporation & Ridgewood Energy Corporation
Beta (Coelacanth)	2/1/2010	Participation Agreement between Walter Oil & Gas Corporation & Hall-Houston Exploration III, L.P.
Beta (Coelacanth)	9/14/2010	Letter Agreement between Hall-Houston Exploration III, L.P. & Ridgewood Energy Corporation
Beta (Coelacanth)	8/1/2010	Purchase and Sale Agreement between Hall-Houston Exploration III, L.P. & Ridgewood Energy Corporation
Beta (Coelacanth)	2/1/2010	Operating Agreement (OA) between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company
Beta (Coelacanth)	12/15/2011	OA Ratification & Amendment between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company
Beta (Coelacanth)	2/1/2010	OA Amendment - Art. 20 & Exhibit G between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Beta (Coelacanth)	2/1/2010	OA Amendment - Art. 21.4 AMI between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company
Beta (Coelacanth)	2/1/2010	OA Amendment - Revise Exh B between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company
Beta (Coelacanth)	2/1/2010	OA Amendment - 2nd Revision to Exh B between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company
Beta (Coelacanth)	2/1/2010	OA Amendment - Revise Exh A between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company
Beta (Coelacanth)	1/1/2016	OA Amendment - Revise Exh C between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company
Beta (Coelacanth)	1/1/2018	OA Amendment - Revise Exh A between Walter Oil & Gas Corporation, Hall-Houston Exploration III, L.P., Ridgewood Energy Corporation, Royal Offshore, LLC, and Gordy Oil Company
Beta (Coelacanth)	1/15/2010	Farmout & Co-Development Agreement between Noble Energy, Inc. and Walter Oil & Gas Corporation
Beta (Coelacanth)	9/1/2011	1st Amendment to Farmout & Co-Dev between Noble Energy, Inc. and Walter Oil & Gas Corporation, Ridgewood Energy Corporation, Gordy Oil Company, Royal Offshore, LLC and H.X Prospective Leases, LLC

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Beta (Coelacanth)	9/1/2012	2nd Amendment to Farmout & Co-Dev between Noble Energy, Inc. and Walter Oil & Gas Corporation, Ridgewood Energy Corporation, Gordy Oil Company, Royal Offshore, LLC and ILX Prospective Leases, LLC
Beta (Coelacanth)	11/1/2013	3rd Amendment to Farmout & Co-Dev between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Coelacanth)	3/1/2015	4th Amendment to Farmout & Co-Dev between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Coelacanth)	3/1/2018	5th Amendment to Farmout & Co-Dev between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Coelacanth)	5/7/2014	Letter Agreement - Platform Drilling Rig between Walter Oil & Gas Corporation, Ridgewood Managed Entities, Houston Energy Deepwater Ventures VII LLC, & Gordy Oil Company
Beta (Coelacanth)	6/2/2014	Drilling Unit Rental Agreement between Helmerich & Payne International Drilling Co. & Walter Oil & Gas Corporation
Beta (Coelacanth)	6/2/2014	Platform Labor Services Contract between Helmerich & Payne International Drilling Co. & Walter Oil & Gas Corporation
Beta (Coelacanth)	8/1/2018	Amendment to Drilling Unit Rental and Labor Services between Helmerich & Payne International Drilling Co. & Walter Oil & Gas Corporation
Beta (Coelacanth)	5/24/2019	Amendment to Drilling Unit Rental and Labor Services between Helmerich & Payne International Drilling Co. & Walter Oil & Gas Corporation
Beta (Coelacanth)	11/1/2014	Unit Agreement (UA) between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Beta (Coelacanth)	4/1/2016	Unit Agreement - First Amendment between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Coelacanth)	4/29/2016	Unit Agreement - Revised Exh. B with BSEE
Beta (Coelacanth)	11/1/2016	Unit Agreement - PA Revision with BSEE
Beta (Coelacanth)	4/1/2017	Unit Agreement - PA Revision between with BSEE
Beta (Coelacanth)	3/1/2018	Unit Agreement - Expansion and PA Revision with BSEE
Beta (Coelacanth)	11/1/2014	Unit Operating Agreement (UOA) between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Coelacanth)	1/1/2016	UOA - Amended Exhibit C between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Coelacanth)	12/1/2018	UOA - Amended Exhibit E between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Coelacanth)	12/1/2014	Stipulation for Noble Energy's Executions of UA & UOA between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and Noble Energy, Inc.
Beta (Coelacanth)	12/12/2016	Production Handling, Gathering, and Operating Services Agreement between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and LLOG Exploration Offshore, LLC, LLOG Exploration & Production Company, LLC, Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC and ILX Prospect Claiborne, LLC
Beta (Coelacanth)	2/10/2017	1ST Amendment to PHA between Walter Oil & Gas Corporation, Gordy Oil Company, Houston Energy Deepwater Ventures VII, LLC, Ridgewood Managed Entities, and LLOG Exploration Offshore, LLC, LLOG Exploration & Production Company, LLC, Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC and ILX Prospect Claiborne, LLC

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

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

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

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

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Claiborne	4/28/2016	Ratification and Amendment of Memorandum of Operating Agreement and Financing Statement between LLOG Exploration Offshore, L.L.C., Ridgewood Claiborne, LLC, Red Willow Offshore, LLC, ILX Prospect Claiborne, LLC, HE&D Offshore, L.P., CL&F Offshore, LLC, Beacon Offshore Energy Operating LLC and LLOG Exploration & Production Company, L.L.C.
Claiborne	8/1/2016	Stipulation of Ownership Interests and Assignment between LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Operating L.L.C., Ridgewood Claiborne, LLC, ILX Prospect Claiborne, LLC, Red Willow Offshore, LLC and CL&F Offshore, LLC
Claiborne	2/18/2019	Termination of Tax Partnership between LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production Company, L.L.C., Ridgewood Claiborne, LLC, ILX Prospect Claiborne, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, HE&D Offshore, L.P. and Beacon Offshore Energy Operating LLC
Claiborne	7/24/2015	Farmout Agreement between Houston Energy Deepwater Ventures XIII, LLC, as Farmor, and Ridgewood Energy Corporation, Ridgewood Claiborne, LLC and ILX Prospect Claiborne, LLC, as Farmee
Claiborne	4/7/2015	Letter Agreement concerning conveyance of certain leasehold interests in the Gulf of Mexico between Red Willow Offshore, LLC, Houston Energy, L.P., Ridgewood Energy Corporation, as manager for and on behalf of its managed entities Ridgewood Energy Oil & Gas Fund, L.P. and ILX Holdings II, LLC

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts**

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Claiborne	12/12/2016	Production Handling, Gathering and Operating Services Agreement between Walter Oil & Gas Corporation, Houston Energy Deepwater Ventures VII, LLC, Gordy Oil Company, Ridgewood Energy O Fund, LLC, Ridgewood Energy Q Fund, LLC, Ridgewood Energy S Fund, LLC, Ridgewood Energy T Fund, LLC, Ridgewood Energy V Fund, LLC, Ridgewood Energy W Fund, LLC, Ridgewood Energy Y Fund, LLC, Ridgewood Energy A-1 Fund, LLC, Ridgewood B-1 Fund, LLC, Ridgewood Energy Gulf of Mexico Oil and Gas Fund, LLC, and ILX Prospect Beta, LLC, as Host Owners and Lateral Line Owners & LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC, and ILX Prospect Claiborne, LLC, as Producers
Claiborne	2/10/2017	First Amendment to Production Handling, Gathering and Operating Services Agreement between Walter Oil & Gas Corporation, Houston Energy Deepwater Ventures VII, LLC, Gordy Oil Company, Ridgewood Energy O Fund, LLC, Ridgewood Energy Q Fund, LLC, Ridgewood Energy S Fund, LLC, Ridgewood Energy T Fund, LLC, Ridgewood Energy V Fund, LLC, Ridgewood Energy W Fund, LLC, Ridgewood Energy Y Fund, LLC, Ridgewood Energy A-1 Fund, LLC, Ridgewood B-1 Fund, LLC, Ridgewood Energy Gulf of Mexico Oil and Gas Fund, LLC, and ILX Prospect Beta, LLC, as Host Owners and Lateral Line Owners & LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC, and ILX Prospect Claiborne, LLC, as Producers

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**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts**

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

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts**

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Claiborne	9/19/2018	Fourth Amendment to Production Handling, Gathering and Operating Services Agreement between Walter Oil & Gas Corporation, Houston Energy Deepwater Ventures VII, LLC, Gordy Oil Company, Ridgewood Energy O Fund, LLC, Ridgewood Energy Q Fund, LLC, Ridgewood Energy S Fund, LLC, Ridgewood Energy T Fund, LLC, Ridgewood Energy V Fund, LLC, Ridgewood Energy W Fund, LLC, Ridgewood Energy Y Fund, LLC, Ridgewood Energy A-1 Fund, LLC, Ridgewood B-1 Fund, LLC, Ridgewood Energy Gulf of Mexico Oil and Gas Fund, LLC, and ILX Prospect Beta, LLC, as Host Owners and Lateral Line Owners & LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC, and ILX Prospect Claiborne, LLC, as Producers
Claiborne	11/30/2018	Fifth Amendment to Production Handling, Gathering and Operating Services Agreement between Walter Oil & Gas Corporation, Houston Energy Deepwater Ventures VII, LLC, Gordy Oil Company, Ridgewood Energy O Fund, LLC, Ridgewood Energy Q Fund, LLC, Ridgewood Energy S Fund, LLC, Ridgewood Energy T Fund, LLC, Ridgewood Energy V Fund, LLC, Ridgewood Energy W Fund, LLC, Ridgewood Energy Y Fund, LLC, Ridgewood Energy A-1 Fund, LLC, Ridgewood B-1 Fund, LLC, Ridgewood Energy Gulf of Mexico Oil and Gas Fund, LLC, and ILX Prospect Beta, LLC, as Host Owners and Lateral Line Owners & LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC, and ILX Prospect Claiborne, LLC, as Producers

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Claiborne	12/1/2018	Sixth Amendment to Production Handling, Gathering and Operating Services Agreement between Walter Oil & Gas Corporation, Houston Energy Deepwater Ventures VII, LLC, Gordy Oil Company, Ridgewood Energy O Fund, LLC, Ridgewood Energy Q Fund, LLC, Ridgewood Energy S Fund, LLC, Ridgewood Energy T Fund, LLC, Ridgewood Energy V Fund, LLC, Ridgewood Energy W Fund, LLC, Ridgewood Energy Y Fund, LLC, Ridgewood Energy A-1 Fund, LLC, Ridgewood B-1 Fund, LLC, Ridgewood Energy Gulf of Mexico Oil and Gas Fund, LLC, and ILX Prospect Beta, LLC, as Host Owners and Lateral Line Owners & LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production Company, L.L.C., Beacon Offshore Energy Operating, LLC, Red Willow Offshore, LLC, CL&F Offshore, LLC, Ridgewood Claiborne, LLC, and ILX Prospect Claiborne, LLC, as Producers
Claiborne	10/1/2009	Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	3/21/2014	First Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	6/3/2015	Second Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	1/4/2017	Third Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation
Claiborne	2/20/2018	Fourth Amendment to Amended and Restated Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC and Ridgewood Energy Corporation

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

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

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

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

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

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

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Crown & Anchor	9/14/2016	Crown & Anchor Project Development Plan – VK 959/960/1003/1004 with LLOG Exploration Offshore, L.L.C.
Crown & Anchor	2/1/2015	Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations-On the Viosca Knoll 959 Unit- Blocks 959(E/2), 960(W/2W/2) and 1004(NW/4NW/4), Viosca Knoll Area, Offshore, Louisiana-Contract No. 754315009 between LLOG Exploration Offshore, L.L.C., as Unit Operator, and LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C. and Stone Energy Offshore, L.L.C., as Working Interest Owners
Crown & Anchor	4/15/2015	Unit Operating Agreement between LLOG Exploration Offshore, L.L.C., as Unit Operator, and LLOG Bluewater Holdings, L.L.C., Stone Energy Offshore, L.L.C., Ridgewood Crown & Anchor, LLC and ILX Prospect Crown & Anchor, LLC
Crown & Anchor	9/9/2016	Deepwater Production Handling and Operating Services Agreement between Freeport-McMoRan Exploration & Production LLC ( The Marlin Hub Viosca Knoll Block 915 Facility Operator) and LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production, L.L.C., Ridgewood Crown & Anchor, LLC, Rattlesnake Production Company, L.L.C. and ILX Prospect Crown & Anchor, LLC
Crown & Anchor	10/25/2016	First Amendment to Deepwater Production Handling and Operating Agreement between Freeport-McMoRan Exploration & Production LLC ( The Marlin Hub Viosca Knoll Block 915 Facility Operator) and LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production, L.L.C., Ridgewood Crown & Anchor, LLC, Rattlesnake Production Company, L.L.C.
Crown & Anchor	10/25/2016	Second Amendment to Deepwater Production Handling and Operating Services Agreement between Freeport-McMoRan Exploration & Production LLC ( The Marlin Hub Viosca Knoll Block 915 Facility Operator) and LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production, L.L.C., Ridgewood Crown & Anchor, LLC, Rattlesnake Production Company, L.L.C. a

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Crown & Anchor	9/9/2016	Transportation Agreement for the Crown & Anchor Owners (Host Crude Flowline) between Freeport-McMoRan Oil & Gas LLC, Freeport-McMoRan Exploration & Production LLC, LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production, L.L.C., LLOG Exploration Offshore, L.L.C., Ridgewood Crown & Anchor, LLC, Rattlesnake Production Company, L.L.C., and ILX Prospect Crown & Anchor, LLC
Crown & Anchor	9/9/2016	Transportation Agreement for the Crown & Anchor Owners (Host Gas Flowline) between Freeport-McMoRan Oil & Gas LLC, Freeport-McMoRan Exploration & Production LLC, LLOG Exploration Offshore, L.L.C., LLOG Exploration & Production, L.L.C., LLOG Exploration Offshore, L.L.C., Ridgewood Crown & Anchor, LLC, Rattlesnake Production Company, L.L.C., and ILX Prospect Crown & Anchor, LLC
Crown & Anchor	3/13/2015	Management Services Agreement with ILX Holdings II, LLC
Dantzler	8/1/2013	Participation Agreement For MC 782 #1 Well between Noble Energy, Inc. and Ridgewood Energy Corporation
Dantzler	8/1/2013	Operating Agreement between Noble Energy, Inc. and Ridgewood Energy Corporation
Dantzler	8/1/2016	Amendment No.1 To Dantzler Prospect Offshore Operating Agreement between SBM Gulf Production, LLC and Noble Energy, Inc., W & T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC
Dantzler	8/28/2014	Thunder Hawk Production Handling Agreement between SBM Gulf Production, LLC and Noble Energy, Inc., W & T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC
Dantzler	10/27/2014	Amendment No.1 To Thunder Hawk Production Handling Agreement between SBM Gulf Production, LLC and Noble Energy, Inc., W & T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Dantzler	12/27/2014	Amendment No. 2 To Thunder Hawk Production Handling Agreement between SBM Gulf Production, LLC and Noble Energy, Inc., W & T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC
Dantzler	2/27/2015	Amendment No. 3 To Thunder Hawk Production Handling Agreement between SBM Gulf Production, LLC and Noble Energy, Inc., W & T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC
Dantzler	4/27/2015	Amendment No. 4 To Thunder Hawk Production Handling Agreement between SBM Gulf Production, LLC and Noble Energy, Inc., W & T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC
Dantzler	6/30/2015	Amendment No. 5 To Thunder Hawk Production Handling Agreement between SBM Gulf Production, LLC and Noble Energy, Inc., W & T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC
Dantzler	10/1/2016	Amendment No. 6 To Thunder Hawk Production Handling Agreement between SBM Gulf Production, LLC and Noble Energy, Inc., W & T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC
Dantzler	7/10/2015	First Amended and Restated Thunder Hawk Production Handling Agreement dated February 11, 2009 between SBM Gulf Production, LLC and Noble Energy, Inc., W & T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC, as Producers, and Murphy Exploration & Production Company-USA, Marubeni Oil & Gas (USA) Inc., ENI Petroleum US LLC, Anchor Producers

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts**

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Dantzler	8/28/2014	Bridging Agreement for Tie-Back Development - Dantzler/Thunder Hawk PHA between Noble Energy, Inc., W & T Energy VI, LLC, ILX Prospect Dantzler, LLC and Ridgewood Dantzler, LLC
Dantzler	7/15/2015	Dantzler/Thunder Hawk Producers Letter Agreement
Dantzler	7/10/2015	Confidential Settlement Agreement and Release between Murphy Exploration & Production Company-USA, Eni Petroleum US LLC and Marubeni Oil & Gas (USA) Inc., as Anchor Producers, and Noble Energy, Inc., W & T Energy VI, LLC, Houston Energy Deepwater Ventures V, LLC, Red Willow Offshore, LLC, as Big Bend Producers, and Noble Energy, Inc., W & T Energy VI, LLC, Ridgewood Dantzler, LLC and ILX Prospect Dantzler, LLC, as Dantzler Producers
Dantzler	7/10/2015	Memorandum Of Agreements for the Allocation of Payments for the Settlement Agreement, POB Compensation, Deferred Production Compensation and Remediation Costs between Noble Energy, Inc, W & T Energy VI, LLC, Houston Energy Deepwater Ventures V, LLC, and Red Willow Offshore, LLC, as Big Bend Producers, and Noble Energy, Inc., W & T Energy VI, LLC, Ridgewood Dantzler, LLC and ILX Prospect Dantzler, LLC, as Dantzler Producers
Dantzler	7/8/2014	Letter of Intent for Joint Development of Big Bend Prospect and Dantzler Prospect between Noble Energy, Inc, W & T Energy VI, LLC, Houston Energy Deepwater Ventures V, LLC, and Red Willow Offshore, LLC, as Big Bend Producers, and Noble Energy, Inc., W & T Energy VI, LLC, Ridgewood Dantzler, LLC and ILX Prospect Dantzler, LLC, as Dantzler Producers

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**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts**

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

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Dantzler	2/27/2015	Fourth Amendment to Gas Gathering Agreement with Okeanos Gas Gathering Company, LLC
Dantzler	10/22/2015	Operational Agency Agreement with BP Energy Company
Dantzler	8/1/2013	Participation Agreement for MC 782 #1 well between Noble Energy Inc.; Ridgewood Energy Corp
Dantzler	8/1/2016	Amendment No. 1 to Dantzler Prospect Offshore Operating Agreement between Noble Energy, Inc.; W&T Energy VI, LLC; Ridgewood Dantzler, LLC
Dantzler	10/9/2015	Rio Grande Loop System Construction and Operating Agreement, and Thunderhawk Facility Topside Upgrades Agreement between Noble Energy, Inc; W&T Energy VI, LLC; Red Willow Offshore, LLC; Houston Energy Deepwater Ventures V, LLC; Ridgewood Dantzler, LLC
Dantzler	8/28/2014	Bridging Agreement for Tie-Back Development between Noble Energy Inc; W&T Energy VI, LLC; Ridgewood Dantzler, LLC
Dantzler	10/27/2014	Amendment No. 1 to Thunder Hawk PHA between Noble Energy, Inc; W&T Energy VI, LLC; Red Willow Offshore, LLC; Houston Energy Deepwater Ventures V, LLC; Ridgewood Dantzler, LLC
Dantzler	12/27/2014	Amendment No. 2 to Thunder Hawk PHA between Noble Energy, Inc; W&T Energy VI, LLC; Red Willow Offshore, LLC; Houston Energy Deepwater Ventures V, LLC; Ridgewood Dantzler, LLC
Dantzler	2/27/2015	Amendment No. 3 to Thunder Hawk PHA between Noble Energy, Inc; W&T Energy VI, LLC; Red Willow Offshore, LLC; Houston Energy Deepwater Ventures V, LLC; Ridgewood Dantzler, LLC
Dantzler	4/27/2015	Amendment No. 4 to Thunder Hawk PHA between Noble Energy, Inc; W&T Energy VI, LLC; Red Willow Offshore, LLC; Houston Energy Deepwater Ventures V, LLC; Ridgewood Dantzler, LLC

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Dantzler	6/30/2015	Amendment No. 5 to Thunder Hawk PHA between Noble Energy, Inc; W&T Energy VI, LLC; Red Willow Offshore, LLC; Houston Energy Deepwater Ventures V, LLC; Ridgewood Dantzler, LLC
Dantzler	10/1/2016	Amendment No. 6 to Thunder Hawk PHA between Noble Energy, Inc; W&T Energy VI, LLC; Red Willow Offshore, LLC; Houston Energy Deepwater Ventures V, LLC; Ridgewood Dantzler, LLC
Dantzler	8/28/2015	Gas Transportation Agreement between Murphy Exploration & Production Company-USA; Eni Petroleum US LLC; Marubeni Oil & Gas (USA) Inc.; Noble Energy, Inc.
Dantzler	8/28/2015	Oil Transportation Agreement between Murphy Exploration & Production Company-USA; Eni Petroleum US LLC; Marubeni Oil & Gas (USA) Inc.; Noble Energy, Inc.
Dantzler	2/27/2015	Gas Gathering Agreement with Okeanos Gas Gathering Company, LLC
Dantzler	2/27/2015	Oil Transportation Agreement with Proteus Oil Pipeline Company, LLC
Dantzler	4/1/2020	Seventh Amendment to Gas Gathering Agreement with Okeanos Gas Gathering Company, LLC
Dantzler	7/10/2015	Letter Agreement (Re: First Amended and Restated Thunder Hawk Production Handling Agreement dated February 11, 2009) between Noble Energy, Inc., SBM Gulf Production, LLC, W & T Energy VI, LLC, Red Willow Offshore, LLC, Houston Energy Deepwater Ventures V, LLC, Ridgewood Dantzler, LLC, ILX Prospect Dantzler, LLC, Murphy Exploration & Production Company – USA, Marubeni Oil & Gas (USA) Inc., ENI Petroleum US LLC
Dantzler	8/7/2013	Management Services Agreement with ILX Holdings II, LLC

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Diller (Son of Bluto II)	6/18/2008	Participation Agreement between Houston Energy, L.P., HE&D Offshore, L.P., Red Willow Offshore, LLC, LLOG Exploration Offshore, Inc., Stephens Production Company, LLC
Diller (Son of Bluto II)	5/23/2008	Purchase and Sale Agreement between ConocoPhillips Company and Houston Energy, L.P.
Diller (Son of Bluto II)	10/1/2009	Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Diller (Son of Bluto II)	3/21/2014	1st Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Diller (Son of Bluto II)	6/3/2015	2nd Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Diller (Son of Bluto II)	1/4/2017	3rd Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Diller (Son of Bluto II)	2/20/2018	4th Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Diller (Son of Bluto II)	4/1/2010	Purchase and Sale Agreement between ConocoPhillips Company and Houston Energy, L.P.
Diller (Son of Bluto II)	5/11/2010	Purchase and Sale Agreement between Red Willow Offshore, LLC and Ridgewood Energy Corporation
Diller (Son of Bluto II)	4/1/2011	Unit Agreement - MC 387 Unit between LLOG Exploration Offshore, L.L.C., Stephens Production Company, LLC, Red Willow Offshore, L.L.C., HE&D Offshore, L.P., Ridgewood Energy Corporation, ILX Prospect Diller, LLC, ConocoPhillips Company
Diller (Son of Bluto II)	4/1/2011	Unit Operating Agreement between LLOG Exploration Offshore, L.L.C., Stephens Production Company, LLC, Red Willow Offshore, L.L.C., HE&D Offshore, L.P., Ridgewood Energy Corporation, ILX Prospect Diller, LLC, Deep Gulf Energy II, LLC

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts**

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Diller (Son of Bluto II)	4/1/2011	Ratification and First Amendment to Unit Operating Agreement between Houston Energy Deepwater Ventures II, LLC, Red Willow Offshore, LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Exploration Company, L.L.C., Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC, Deep Gulf Energy II, LLC
Diller (Son of Bluto II)	12/6/2012	Second Amendment to Unit Operating Agreement between Houston Energy Deepwater Ventures II, LLC, Red Willow Offshore, LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Exploration Company, L.L.C., Crux1, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation on behalf of Managed Interests, ILX Prospect Diller, LLC, Deep Gulf Energy II, LLC
Diller (Son of Bluto II)	4/1/2011	Declaration of First Amendment to Unit Operating Agreement, Declaration of Second Amendment to Unit Operating Agreement, Amendment of Memorandum of Unit Operating Agreement, Correction, Amendment, Supplement and Assignment of Mortgage, Security Agreement and Financing Statement Covering the SOB II Prospect between Houston Energy Deepwater Ventures II, LLC, LLOG Bluewater Exploration, L.L.C., LLOG Exploration Offshore, L.L.C., Crux1, LLC, Stephens Production Company, LLC, Red Willow Offshore, LLC., Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC, Ridgewood Energy Corporation, on behalf of managed Interests
Diller (Son of Bluto II)	5/16/2019	Ratification and Third Amendment to Unit Operating Agreement between Houston Energy Deepwater Ventures II, LLC, Kosmos Energy Gulf of Mexico Operations, LLC, LLOG Expiration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, BP Exploration & Production Inc., Red Willow Offshore, LLC., Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC, Ridgewood Energy Corporation, on behalf of managed Interests
Diller (Son of Bluto II)	4/1/2011	Memo of Unit OA between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures II, LLC, LLOG Bluewater Holdings, L.L.C., Stephens Production Company, LLC, Red Willow Offshore, LLC., HE&D Offshore, L.P., Ridgewood Energy Corporation, ILX Prospect Diller, LLC, Deep Gulf Energy II, LLC

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Diller (Son of Bluto II)	12/19/2011	Purchase and Sale Agreement between Houston Energy Deepwater Ventures II, LLC and Ridgewood Energy Corporation
Diller (Son of Bluto II)	12/19/2011	Purchase and Sale Agreement between Houston Energy Deepwater Ventures II, LLC and ILX Prospect Diller, LLC
Diller (Son of Bluto II)	1/10/2012	Amendment to Reservation of Production Payments between ConocoPhillips Company, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Calypso Exploration, L.L.C, Deep Gulf Energy II, L.L.C, Crux1, LLC, Ridgewood Energy Corporation on behalf of Managed Interests, ILX Prospect Diller, LLC, ILX Prospect Marmalard, LLC, ILX Prospect Niedermeyer, LLC
Diller (Son of Bluto II)	12/6/2012	Production Handling and Floating Production System Use Agreement for SOB II Prospect between Delta House FPS LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, L.L.C, Calypso Exploration, L.L.C, Ridgewood Energy Corporation, ILX Prospect Diller, LLC, Deep Gulf Energy II, L.L.C
Diller (Son of Bluto II)	12/6/2012	Recordable Agreement - SOB II Prospect between Delta House FPS LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, L.L.C, Calypso Exploration, L.L.C, Ridgewood Energy Corporation, ILX Prospect Diller, LLC, Deep Gulf Energy II, L.L.C, Delta House Oil and Gas Lateral LLC
Diller (Son of Bluto II)	11/22/2011	AMI Notice Affecting HED Carried Working Interest between LLOG Exploration Offshore, L.L.C., Red Willow Offshore, L.L.C, Stephens Production Company, L.L.C, Ridgewood Energy Corporation, ILX Prospect Diller, LLC, ILX Marmalard LLC, ILX Prospect Niedermeyer, LLC, ILX Prospect Leases, LLC, Deep Gulf Energy II, L.L.C
Diller (Son of Bluto II)	11/1/2019	Transportation, Tie-In & Handling Agreement Son of Bluto II and Nearly Headless Nick between Murphy Exploration & Production Company - USA, Crux1, LLC, Ridgewood Energy Corporation, on behalf of Manager Interests, ILX Prospect Diller, LLC,

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Diller (Son of Bluto II)	12/6/2012	Transportation Agreement for the SOB II Producers (Gas Lateral Facilities) between DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC
Diller (Son of Bluto II)	12/6/2012	Transportation Agreement for the SOB II Producers (Oil Lateral Facilities) between DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC
Diller (Son of Bluto II)	12/6/2012	Second Amendment to Unit Operating Agreement between LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; CRUX2, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY O FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC;
Diller (Son of Bluto II)	12/6/2012	Recordable Agreement between DELTA HOUSE FPS LLC; DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY O FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC;
Diller (Son of Bluto II)	3/25/2015	Destin Reserve Commitment Agmt DES-0018 ILX Prospect Diller LLC 03-25-2014 with Destin Pipeline Company, LLC
Diller (Son of Bluto II)	8/6/2014	Destin FT2 -DES-0018 ILX Prospect Diller LLC 08-06-2014 with Destin Pipeline Company, LLC

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

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

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**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts**

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

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

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

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts**

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

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**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts**

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

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**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts**

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

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts**

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

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts**

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

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts**

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

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
ILX Prospect Marmalard, LLC; ILX Prospect Diller, LLC; ILX Prospect Niedermeyer, LLC; ILX Prospect Caddis, LLC	12/6/2012	Production Handling and Floating Production System Use Agreement for SOB III Prospect between DELTA HOUSE FPS LLC; DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; RIDGEWOOD ENERGY O FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC; HOUSTON ENERGY DEEPWATER VENTURES VI, LLC; HOUSTON ENERGY L.P.
King Lake	7/1/2017	Operating agreement between Castex Energy, Inc., et al and Apache Corporation, et al
King Lake, Oyster Bayou, Bayou Goreau	6/1/2018	Purchase and Sale agreement between CTS Energy, LLC and Castex E&P, LLC
King Lake, Oyster Bayou, Bayou Goreau	3/1/2018	Purchase and Sale agreement between Castex E&P, LLC, CSL Exploration, LP, CSL CM II, LP, Castex Energy Partners, LLC, Castex Energy 2016, LP and GOME 1271 LLC
Main Pass 138, Main Pass 275, Ship Shoal 58, Ship Shoal 76, South Marsh Island 160/161, Vermilion 215, West Cameron 73, West Cameron 77/96	6/20/2007	Purchase and Sale agreement between Newfield Exploration Co. and McMoran & Gas LLC

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Marmalard	5/23/2008	Purchase and Sale Agreement between ConocoPhillips Company and Houston Energy. L.P.
Marmalard	6/18/2008	Participation Agreement between Houston Energy, L.P., HE&D Offshore, L.P., Red Willow Offshore, LLC, LLOG Exploration Offshore, Inc., Stephens Production Company, LLC
Marmalard	10/1/2009	Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Marmalard	3/21/2014	1st Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Marmalard	6/3/2015	2nd Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Marmalard	1/4/2017	3rd Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Marmalard	2/20/2018	4th Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Marmalard	4/1/2010	Purchase and Sale Agreement between ConocoPhillips Company and Houston Energy. L.P.
Marmalard	5/11/2010	Purchase and Sale Agreement between Red Willow Offshore, LLC and Ridgewood Energy Corporation

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts**

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

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts**

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Marmalard	12/6/2012	Declaration of First Amendment to Unit Operating Agreement. Amendment to Memorandum of Unit Operating Agreement, Correction, Amendment, Supplement and Assignment of Mortgage, Security Agreement and Financing Statement Covering the Marmalard Prospect between Houston Energy Deepwater Ventures III, LLC and LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Ridgewood Energy Corporation on behalf of Managed Interests, Calypso Exploration, LLC, Deep Gulf Energy II, LLC, ILX Prospect Marmalard, LLC, ILX Prospective Leases, LLC
Marmalard	12/6/2012	First Amendment to Unit Operating Agreement between Houston Energy Deepwater Ventures III, LLC and LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Ridgewood Energy Corporation on behalf of Managed Interests, Calypso Exploration, LLC, Deep Gulf Energy II, LLC, ILX Prospect Marmalard, LLC
Marmalard	10/29/2015	Second Amendment to Unit Operating Agreement between Houston Energy Deepwater Ventures III, LLC and LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Ridgewood Energy Corporation on behalf of Managed Interests, Calypso Exploration, LLC, Deep Gulf Energy II, LLC, ILX Prospect Marmalard, LLC
Marmalard	12/6/2012	Production Handling and Floating Production System Use Agreement between Delta House FPS LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC
Marmalard	12/6/2012	Recordable Agreement - Marmalard Prospect between Delta House FPS LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC, Houston Energy Deepwater Ventures III, LLC, Delta House Oil and Gas Lateral LLC

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Marmalard	11/22/2011	AMI Notice Affecting HED Carried Working Interest between LLOG Exploration offshore, L.L.C., Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Diller, LLC, ILX Marmalard LLC, ILX Prospect Niedermeyer, LLC, ILX Prospect Leases, LLC, Deep Gulf Energy II, LLC
Marmalard	10/26/2016	Non-Consenting Parties Second Opportunity to Participate between LLOG Exploration Offshore, L.L.C., Crux1, LLC, Deep Gulf Energy II, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC
Marmalard	3/9/2017	Non-Consenting Parties Second Opportunity to Participate between LLOG Exploration Offshore, L.L.C., Crux1, LLC, Deep Gulf Energy II, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC
Marmalard	12/6/2012	Production Handling and Floating Production System Use Agreement for Marmalard Prospect between Delta House FPS LLC, LLOG Exploration Offshore, L.L.C., LLOG Bluewater Holdings, L.L.C., Crux1, LLC, Red Willow Offshore, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Marmalard, LLC, Deep Gulf Energy II, LLC
Marmalard	12/6/2012	Transportation Agreement for the Marmalard Producers (Gas Lateral Facilities) between DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY O FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC
Marmalard	12/6/2012	Transportation Agreement for the Marmalard Producers (Oil Lateral Facilities) between DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Marmalard	12/6/2012	First Amendment to Unit Operating Agreement between LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; CRUX2, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY O FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC;
Marmalard	12/6/2012	Recordable Agreement between DELTA HOUSE FPS LLC; DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY O FUND, LLC; RIDGEWOOD ENERGY U FUND, LLC; RIDGEWOOD ENERGY X FUND, LLC; RIDGEWOOD ENERGY Y FUND, LLC; RIDGEWOOD ENERGY Z FUND, LLC; RIDGEWOOD ENERGY B-1 FUND, LLC; RIDGEWOOD ENERGY BLUEWATER OIL FUND II, LLC; DEEP GULF ENERGY II, LLC; HOUSTON ENERGY DEEPWATER VENTURES III, LLC;
Marmalard	3/25/2014	Destin Reserve Commitment Agmt DES-0019 ILX Prospect Marmalard LLC with Destin Pipeline Company, LLC
Marmalard	8/6/2014	Destin FT2 -DES-0019 ILX Prospect Marmalard LLC 08-06-2014 with Destin Pipeline Company
Marmalard	4/1/2019	FT2-DES-0019_AMD MDQ 4.1.2019 ILX Marmalard with Destin Pipeline Company
Main Pass Blk 138	11/1/2010	Pipeline use agreement with McMoran Oil & Gas LLC
Main Pass Blk 138	3/25/2011	Pipeline use and construction agreement between LLOG Exploration Offshore and W&T Offshore, Inc.
Main Pass Blk 138	10/25/2010	Pipeline operating agreement between LLOG Offshore, LLC and Aurora Exploration, McMoran Oil & Gas and Piquant, Inc.
Main Pass Blk 138	10/25/2010	Pipeline use agreement between LLOG Exploration Offshore, LLC and Aurora Exploration, LLC

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Main Pass Blk 138	4/23/2010	Lump sum service agreement between McMoran Oil & Gas LLC and International Offshore Services, LLC
Main Pass Blk 138	1/30/2019	Offshore operating agreement between Castex Offshore, Inc., GOME 1271 LLC and Dorado Deep GP, LLC
Main Pass Blk 138	7/21/1999	Purchase and sale agreement between Ocean Energy, Inc. and Newfield Exploration Co.
Main Pass Blk 138	12/19/2018	Letter agreement between Piquant, Inc, GOME 1271 LLC and Castex Offshore, Inc.
Main Pass Blk 270	2/8/2017	Purchase and Sale agreement between Eni Petroleum US LLC, and Eni US Operating Co. Inc. and GOME 1271 LLC.
Main Pass Blk 270	11/25/2014	Farmout agreement between Dominion Exploration & Production, Inc and LLOG Exploration Offshore, Inc.
Main Pass Blk 270	2/5/2002	Offshore operating agreement between Dominion Exploration & Production, Inc and LLOG Exploration Offshore, Inc.
Main Pass Blk 270	3/1/2015	Offshore operating agreement between Castex Offshore, Inc., Petsec Energy Inc, Walter Oil & Gas Corporation and GOME 1271 LLC
Main Pass Blk 270	3/1/2015	Participation agreement between Castex Offshore, Inc., Petsec Energy Inc, Walter Oil & Gas Corporation and GOME 1271 LLC
Main Pass Blk 270	6/22/2015	Unit agreement between Castex Offshore, Inc., Petsec Energy Inc, Apache Shelf Exploration LLC, and Fieldwood Energy LLC
Main Pass Blk 270	3/3/2016	Unit agreement revised exhibit b between Castex Offshore, Inc., Petsec Energy Inc
Main Pass Blk 270	1/5/2017	Unit agreement revised exhibit b between Castex Offshore, Inc., Petsec Energy Inc, Walter Oil & Gas Corporation and GOME 1271 LLC
Main Pass Blk 270	11/1/2013	Production gathering and handling agreement between Chevron U.S.A. Inc. and Castex Offshore, Inc. et al
Niedermeyer	5/23/2008	Purchase and Sale Agreement between ConocoPhillips Company and Houston Energy, L.P.

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Niedermeyer	6/18/2008	Participation Agreement between Houston Energy, L.P., HE&D Offshore, L.P., Red Willow Offshore, LLC, LLOG Exploration Offshore, Inc., Stephens Production Company, LLC
Niedermeyer	10/1/2009	Program Agreement between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Niedermeyer	3/21/2014	1st Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Niedermeyer	6/3/2015	2nd Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Niedermeyer	1/4/2017	3rd Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Niedermeyer	2/20/2018	4th Amendment between Houston Energy, L.P., Red Willow Offshore, LLC, Ridgewood Energy Corporation
Niedermeyer	6/18/2008	Operating Agreement between LLOG Exploration Offshore, L.L.C., Houston Energy Deepwater Ventures IV, LLC, Red Willow Offshore, LLC, Stephens Production Company, LLC, Ridgewood Energy Corporation, ILX Prospect Niedermeyer, LLC
Niedermeyer	7/18/2012	Ratification and First Amendment to Operating Agreement between Houston Energy Deepwater Ventures IV, LLC, Red Willow Offshore, LLC, LLOG Exploration Offshore, L.L.C., Stephens Production Company, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Niedermeyer, LLC
Niedermeyer	12/6/2012	Second Amendment to Operating Agreement between Houston Energy Deepwater Ventures IV, LLC, Red Willow Offshore, LLC, LLOG Exploration Offshore, L.L.C., Stephens Production Company, LLC, Calypso Exploration, LLC, Ridgewood Energy Corporation, ILX Prospect Niedermeyer, LLC

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### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

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

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

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

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

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

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Niedermeyer	12/6/2012	Transportation Agreement for the Niedermeyer Producers (Oil Lateral Facilities) between DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY CORPORATION; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC
Niedermeyer	12/6/2012	Recordable Agreement between DELTA HOUSE FPS LLC; DELTA HOUSE OIL & GAS LATERAL LLC; LLOG EXPLORATION OFFSHORE, LLC; LLOG BLUEWATER HOLDINGS, LLC; CRUX1, LLC; RED WILLOW OFFSHORE, LLC; CALYPSO EXPLORATION, LLC; RIDGEWOOD ENERGY GULF OF MEXICO OIL & GAS FUND, L.P.; RIDGEWOOD ENERGY BLUEWATER OIL FUND III, LLC; HOUSTON ENERGY DEEPWATER VENTURES IV, LLC;
Niedermeyer	3/25/2014	Destin Reserve Commitment Agmt DES-0021 ILX Prospect Niedermeyer LLC with Destin Pipeline Company, LLC
Niedermeyer	8/6/2014	Destin FT2 -DES-0021 ILX Prospect Niedermeyer LLC 08-06-2014 with Destin Pipeline Company, LLC
Niedermeyer	4/1/2019	FT2-DES-0055_AMD MDQ 4.1.2019 ILX Caddis with Destin Pipeline Company
Odd Job	7/2/2014	REC Offer Letter between Ridgewood Energy Corporation and Deep Gulf Energy II, LLC
Odd Job	12/20/2011	Letter Agreement between Statoil USA E&P Inc., Deep Gulf Energy II, LLC
Odd Job	4/23/2013	Letter Agreement between Eni Petroleum US Inc., Deep Gulf Energy II, LLC

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Odd Job	9/1/2014	Participation Agreement between Deep Gulf Energy II, LLC, ILX Holdings II, LLC, Ridgewood Energy Oil & Gas Fund II, L.P., Ridgewood Energy Corporation on behalf of Managed Entities
Odd Job	9/1/2014	First Amendment to Participation Agreement between Deep Gulf Energy II, LLC, ILX Holdings II, LLC, Ridgewood Energy Oil & Gas Fund II, L.P., Ridgewood Energy Corporation on behalf of Managed Entities
Odd Job	7/1/2002	Joint Operating Agreement between Dominion Exploration & Production, Inc., Spinnaker Exploration Company, L.L.C.
Odd Job	4/11/2016	Master Crude Petroleum Agreement between ILX Prospect MC79, LLC; ILX II Sales & Transport, LLC
Odd Job	4/22/2013	First Amendment to Joint Operating Agreement between Deep Gulf Energy II, LLC. and Calypso Exploration, LLC
Odd Job	5/30/2013	Unit Agreement No. 754313006 between Eni US Operating Co. Inc., Deep Gulf Energy II, LLC
Odd Job	3/12/2013	Unit Operating Agreement between Eni US Operating Co. Inc., Deep Gulf Energy II, LLC
Odd Job	4/22/2013	First Amendment to Unit Operating Agreement between Deep Gulf Energy II, LLC. and Calypso Exploration, LLC
Odd Job	3/21/2014	Production Handling and Floating Production System Use Agreement between Delta House FPS LLC, LLOG Exploration Offshore, L.L.C., Deep Gulf Energy II, LLC
Odd Job	6/16/2016	Reserve Commitment Agreement between Destin Pipeline Company, L.L.C., ILX Prospect Odd Job, L.L.C.

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

PROSPECT	EFFECTIVE DATE	DESCRIPTION
Odd Job	3/21/2014	Transportation Agreement for the Odd Job Producers (Oil Lateral Facilities) between Delta House Oil and Gas Lateral LLC, LLOG Exploration Offshore, L.L.C., Deep Gulf Energy II, LLC, Calypso Exploration, LLC
Odd Job	3/21/2014	Transportation Agreement for the Odd Job Producers (Gas Lateral Facilities) between Delta House Oil and Gas Lateral LLC, LLOG Exploration Offshore, L.L.C., Deep Gulf Energy II, LLC, Calypso Exploration, LLC
Odd Job	8/23/2016	Service Agreement Under Rate Schedule FT-2 between Destin Pipeline Company, L.L.C., ILX Prospect Odd Job, L.L.C.
Odd Job	9/1/2014	Assignment and Assumption Agreement between Deep Gulf Energy II, LLC, Deep Gulf Energy III, LLC, ILX Prospect Odd Job, LLC, Ridgewood Odd Job, LLC, Delta House FPS LLC, Delta House Oil and Gas Lateral LLC, LLOG Exploration Offshore, L.L.C., Calypso Exploration, LLC
Odd Job	11/13/2014	Management Services Agreement with ILX Holdings II, LLC
Oyster Bayou	10/15/2019	Operating agreement between Castex Energy, Inc., Apache Corporation, CSI Exploration, LP, CTS Energy LLC, Castex Energy Partners, L.P., GOME 1271 LLC and Castex Energy 2016 GP, LLC
Oyster Bayou	2/26/2019	Area of mutual interest agreement between Castex Energy, Inc., et al and Apache Corporation
South Marsh Island Bik 122	5/1/2012	Purchase and sale agreement between Fidelity Exploration & Production Co. and Castex Offshore, Inc., Walter Oil & Gas Corporation
South Marsh Island Bik 122	3/2/1998	Participation agreement between Seneca Resources Corporation and Fidelity Oil Holdings, Inc.
South Marsh Island Bik 122	10/1/1997	Offshore Operating agreement between Seneca Resources Corporation and Fidelity Oil Holdings, Inc.

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

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

## EXHIBIT A

### Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts

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

**EXHIBIT A**

**Talos Third Coast LLC / Talos Exploration LLC / Ram Powell Contracts**

<b>PROSPECT</b>	<b>EFFECTIVE DATE</b>	<b>DESCRIPTION</b>
South Timbalier Blk 311	12/1/2011	Offshore operating agreement between Walter Oil & Gas Corporation and Castex Offshore, LLC
South Timbalier Blk 311	6/25/2019	Platform use agreement between Walter Oil & Gas Corp., Castex Offshore, Inc., GOME 1271 LLC, Dorado Deep GP, LLC and Apache Shelf Exploration, LLC
West Cameron Blks 77/96	9/5/2003	Operating agreement between Newfield Exploration Comp. and Seneca Resources Corp.
West Cameron Blks 77/96	5/15/2007	Unit agreement between Newfield Exploration Company and BHP Billiton Petroleum (Americas) Inc., The Houston Exploration Company and Ridgewood Energy Corporation
West Cameron Blks 77/96	4/14/2004	Offshore operating agreement between Newfield Exploration Company and BHP Billiton Petroleum (Americas) Inc., The Houston Exploration Company and Ridgewood Energy Corporation
West Cameron Blk 96	9/5/2003	Farmout agreement between Seneca Resources Corporation and Newfield Exploration Company

**EXHIBIT A**

**Talos Third Coast LLC**

<b>PROSPECT</b>	<b>Agreement Type</b>	<b>EFFECTIVE DATE</b>	<b>DESCRIPTION</b>
Bayou Goreau	Operating Agreement	2/1/2018	Operating agreement between Castex Energy, Inc., et al, CSL Exploration LP, CSL CM II, LP, CTS Energy LLC and CC Energy NA, Inc.
Bayou Goreau	Production Handling Agreement	8/1/2018	Production Handling Agreement between Castex Energy, Inc. as Processor, Castex Energy Partners, LLC, GOME 1271 LLC, Castex Energy 2016, LP, CSL CM II, LP, CSL Exploration, LP and Apache Corporation
Main Pass Block 138	Purchase and Sale Agreement	7/21/1999	Purchase and sale agreement between Ocean Energy, Inc. and Newfield Exploration Co. (Re: Main Pass 138, Vermilion 215)
Main Pass Block 138	Marketing Agreement	7/12/2006	Oil Sales Agreement between COI-Southern Natural Gas Company
Main Pass Block 138	Purchase and Sale Agreement	6/20/2007	Purchase and Sale Agreement between Newfield Exploration Co. and McMoran & Gas LLC (Re: Main Pass 138, Main Pass 275, Ship Shoal 58, Ship Shoal 76, South Marsh Island 160/161, Vermilion 215, West Cameron 73, West Cameron 77/96)
Main Pass Block 138	Lump Sump Service Agreement	4/23/2010	Lump sump service agreement between McMoran Oil & Gas LLC and International Offshore Services, LLC
Main Pass Block 138	Pipeline Operating Agreement	10/25/2010	Pipeline operating agreement between LLOG Offshore, LLC and Aurora Exploration, McMoran Oil & Gas and Piquant, Inc.
Main Pass Block 138	Pipeline Use Agreement	10/25/2010	Pipeline use agreement between LLOG Exploration Offshore, LLC and Aurora Exploration, LLC
Main Pass Block 138	Pipeline Use Agreement	11/1/2010	Pipeline use agreement with McMoran Oil & Gas LLC
Main Pass Block 138	Marketing Agreement	12/1/2010	Offshore Connection Agreement between COI-Odyssey Pipeline L.L.C.
Main Pass Block 138	Pipeline Use/Construction Agreement	3/25/2011	Pipeline use and construction agreement between LLOG Exploration Offshore and W&T Offshore, Inc.
Main Pass Block 138	Marketing Agreement	5/15/2013	Interconnect Agreement between COI-High Point Gas Gathering

**EXHIBIT A**

**Talos Third Coast LLC**

<b>PROSPECT</b>	<b>Agreement Type</b>	<b>EFFECTIVE DATE</b>	<b>DESCRIPTION</b>
Main Pass Block 138	Letter Agreement	12/19/2018	Letter agreement between Piquant, Inc, GOME 1271 LLC and Castex Offshore, Inc.
Main Pass Block 138	Marketing Agreement	1/1/2019	Oil Sales Agreement between COI-Shell Trading (US) Company
Main Pass Block 138	Marketing Agreement	1/1/2019	Service Agreement (ITS Transportation - PTR) between COI-High Point Gas Transmission
Main Pass Block 138	Marketing Agreement	1/1/2019	Service Agreement (ITS Gathering) between COI-High Point Gas Gathering, L.L.C.
Main Pass Block 138	Marketing Agreement	1/8/2019	Gas Processing (Pascagoula) Agreement between COI-Enterprise Gas Processing, LLC
Main Pass Block 138	Marketing Agreement	1/8/2019	Service Agreement (ITS Transportation ) between COI-High Point Gas Transmission, as amended 2/19/2019
Main Pass Block 138	Marketing Agreement	1/8/2019	Service Agreement (ITS Transportation ) between COI-Destin Gas Pipeline
Main Pass Block 138	Operating Agreement	1/30/2019	Offshore operating agreement between Castex Offshore, Inc., GOME 1271 LLC and Dorado Deep GP, LLC
Main Pass Block 138	Marketing Agreement	2/19/2019	Service Agreement (ITS Transportation - Amendment 2) between COI-High Point Gas Transmission
Main Pass Block 138	Marketing Agreement	4/1/2020	Gas Sales Agreement between COI-Superior Natural Gas Corp.
Main Pass Block 138	Marketing Agreement	4/1/2020	Gas Purchase Agreement between COI-Superior Natural Gas Corp.
Oyster Bayou	Operating Agreement	10/15/2016	Operating agreement between Castex Energy, Inc., Apache Corporation, CSL Exploration, LP, CTS Energy LLC, Castex Energy Partners, L.P., GOME 1271 LLC and Castex Energy 2016 GP, LLC
Ship Shoal Block 76	Marketing Agreement	5/1/2011	Offshore Connection Agreement between COI-Shell GOM Pipeline Company LLC

**EXHIBIT A**

**Talos Third Coast LLC**

<b>PROSPECT</b>	<b>Agreement Type</b>	<b>EFFECTIVE DATE</b>	<b>DESCRIPTION</b>
Ship Shoal Block 76	Agreement-to-Assign Interests	3/1/2015	Agreement to assign interests between Fidelity Exploration & Production Co. and McMoran Oil & Gas LLC
Ship Shoal Block 76	Marketing Agreement	7/27/2015	Southeast Louisiana Lateral Dehydration Service Agreement between COI-WFS-Liquids, LLC
Ship Shoal Block 76	Operating Agreement	6/1/2018	Offshore operating agreement between Castex Offshore, Inc., GOME 1271 LLC and Dorado Deep GP, LLC
Ship Shoal Block 76	Marketing Agreement	1/1/2019	Oil Sales Agreement between COI-Shell Trading (US) Company
Ship Shoal Block 76	Farmout Agreement	6/16/2000	Farmout agreement between Mobil Oil Exploration & Producing Southeast and Newfield Exploration Comp.
Ship Shoal Block 76	Farmout Agreement	7/3/2000	Farmout agreement between Shell Offshore Properties & Capital II, Inc and Newfield Exploration Comp.
Ship Shoal Block 76	Purchase and Sale Agreement	5/1/2012	Purchase and Sale Agreement between Fidelity Exploration & Production Co. and Castex Offshore, Inc., Walter Oil & Gas Corporation
Ship Shoal Block 76	Marketing Agreement	4/1/2020	Gas Sales Agreement between CEI-EnLink Gas Marketing, LP
South Marsh Island Block 122	Operating Agreement	10/1/1997	Offshore Operating agreement between Seneca Resources Corporation and Fidelity Oil Holdings, Inc.
South Marsh Island Block 122	Marketing Agreement	7/1/1998	Access and Right-of-Use Agreement Tennessee Gas Pipeline Co. and Chevron USA, Inc.
South Marsh Island Block 122	Production Handling Agreement	4/1/2000	Production handling agreement between Seneca Resources Corporation, Fidelity Oil Holdings, Inc. and Shell Offshore Inc., Amerada Hess Corporation and St. Mary Energy Company
South Marsh Island Block 122	Production Handling Agreement	4/1/2000	Production Handling Agreement between COI-Talos Production LLC (formerly ERT)

**EXHIBIT A**

**Talos Third Coast LLC**

<b>PROSPECT</b>	<b>Agreement Type</b>	<b>EFFECTIVE DATE</b>	<b>DESCRIPTION</b>
South Marsh Island Block 122	Participation Agreement	12/1/2011	Participation Agreement between Walter Oil & Gas Corporation and Castex Offshore, LLC
South Marsh Island Block 122	Marketing Agreement	11/1/2015	Gas Sales Agreement between COI-Talos Production LLC (formerly ERT)
South Marsh Island Block 122	Marketing Agreement	5/1/2019	Gas Sales Agreement COI-Shell Trading (US) Company
South Timbalier Block 311 Project Area	Unit Agreement	6/24/1996	United States and Kerr-McGee Corp., Petrobras America, Inc., The Louisiana Land and Exploration Comp., CMS Nomeco Oil & Gas Co. (Re: ST 320-S/2, EW 910, EW 954) - Unit Contract No. 754396015
South Timbalier Block 311 Project Area	Marketing Agreement	10/15/1999	Purchase and Sale Agreement between Equitable Production Comp. and Newfield Exploration Comp. (Re: ST 320)
South Timbalier Block 311 Project Area	Production Handling Agreement	3/10/2010	Production Handling Agreement between Walter Oil & Gas Corporation (Producer), Apache Corporation (Producer), and W&T Offshore, Inc. (Processor), Petrobras America Inc. (Processor) [Re: EW 910]
South Timbalier Block 311 Project Area	Marketing Agreement	10/1/2011	Liquid Handling Agreement between COI-ANR Pipeline Company; Assigned to Kinetica Deepwater Express 4-1-16 (Re: ST 320)
South Timbalier Block 311 Project Area	Operating Agreement	12/1/2011	Offshore operating agreement between Walter Oil & Gas Corporation and Castex Offshore, LLC (Re: ST 311)
South Timbalier Block 311 Project Area	Participation Agreement	3/1/2014	Participation Agreement between Walter Oil & Gas Corporation and W&T Energy VI, LLC, W&T Offshore, Inc. (Re: ST 320 - S/2, EW 910, EW 954; N/2)
South Timbalier Block 311 Project Area	Operating Agreement	3/1/2014	Offshore Operating Agreement between W&T Offshore, Inc. and Walter Oil & Gas Corporation and W&T Energy VI, LLC (Re: EW 954)

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**Talos Third Coast LLC**

<b>PROSPECT</b>	<b>Agreement Type</b>	<b>EFFECTIVE DATE</b>	<b>DESCRIPTION</b>
South Timbalier Block 311 Project Area	Operating Agreement	3/1/2014	Operating Agreement Walter Oil & Gas Corporation and W&T Energy VI, LLC (Re: ST 320)
South Timbalier Block 311 Project Area	Participation Agreement	9/18/2014	Participation Agreement between Walter Oil & Gas Corporation, Apache Corporation, Castex Offshore, Inc. and Fieldwood Energy LLC (Re: ST 320)
South Timbalier Block 311 Project Area	Participation Agreement	4/15/2015	Participation Agreement between Walter Oil & Gas Corporation, Apache Shelf Exploration, LLC (Re: EW 954)
South Timbalier Block 311 Project Area	Marketing Agreement	11/23/2015	Interactive Internet Website Agreement between COI-Manta Ray Offshore Gathering Co, L.L.C. (Re: ST 320)
South Timbalier Block 311 Project Area	Marketing Agreement	12/1/2015	ITS Service Agreement between COI-TC Offshore, LLC (Assigned to Kinetica Partners 4-1-16) [Re: ST 320]
South Timbalier Block 311 Project Area	Marketing Agreement	12/1/2015	Firm Gas Gathering Agreement between COI-Manta Ray Offshore Gathering Co, L.L.C. (Re: ST 320)
South Timbalier Block 311 Project Area	Marketing Agreement	2/26/2016	Firm Gas Gathering Agreement (EW 954 A-8 Well Only) between COI-Manta Ray Offshore Gathering Co, L.L.C.; (Re: EW 954, A-8 Well)
South Timbalier Block 311 Project Area	Marketing Agreement	2/26/2016	First Amendment to Gas Gathering Agreement between COI-Manta Ray Offshore Gathering Co, L.L.C. (Re: ST 320)
South Timbalier Block 311 Project Area	Marketing Agreement	4/1/2016	ITS Service Agreement between COI-Kinetica Partners, LLC (Re: ST 320)
South Timbalier Block 311 Project Area	Marketing Agreement	4/1/2016	Pipeline Condensate Reduction Agreement (Patterson) between COI-Kinetica Deepwater Express, LLC (Re: ST 320)
South Timbalier Block 311 Project Area	Marketing Agreement	7/1/2016	Election Form for Pipeline Condensate and Flash Gas at Patterson Terminal between COI-Kinetica Deepwater Express (Re: ST 320)
South Timbalier Block 311 Project Area	Marketing Agreement	7/1/2016	Liquid Hydrocarbon Stabilization Agreement between COI-Enterprise Field Services, LLC (Re: ST 320)

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**Talos Third Coast LLC**

<b>PROSPECT</b>	<b>Agreement Type</b>	<b>EFFECTIVE DATE</b>	<b>DESCRIPTION</b>
South Timbalier Block 311 Project Area	Marketing Agreement	3/1/2017	Liquid Hydrocarbon Stabilization Agreement between COI-Enterprise Gas Processing, LLC (Re: ST 320)
South Timbalier Block 311 Project Area	Marketing Agreement	4/1/2018	First Amendment To deposit Amount and Cash Collateral account Control Agreement between COI-Nautilus Pipeline Company, LLC (ST 320)
South Timbalier Block 311 Project Area	Operating Agreement	9/15/2017	Operating Agreement between Walter Oil & Gas Corporation (Operator) and W&T Offshore, Inc., W&T Energy VI, LLC, Apache Shelf Exploration LLC, Fieldwood Energy LLC, Castex Offshore, Inc., and GOME 12171 LLC (non-operators) covering the S/2 SE/4 of ST 311 and the NE/4 of ST 320 (Re: ST 311/320)
South Timbalier Block 311 Project Area	Marketing Agreement	11/1/2017	Second Amendment to Gas Gathering Agreement between COI-Manta Ray Offshore Gathering Co, L.L.C. (Re: ST 320)
South Timbalier Block 311 Project Area	Marketing Agreement	12/1/2017	Oil Sales Agreement between COI-Shell Trading (US) Company (Re: ST 320)
South Timbalier Block 311 Project Area	Marketing Agreement	12/1/2017	Retrograde Sales Agreement between COI-Shell Trading (US) Company (Re: ST 320)
South Timbalier Block 311 Project Area	Marketing Agreement	4/1/2018	Liquids Transportation Agreement between COI-Nautilus Pipeline Company, LLC (Re: ST 320)
South Timbalier Block 311 Project Area	Marketing Agreement	4/1/2018	Liquids Separation Agreement between COI-Manta Ray Offshore Gathering Company, LLC (Re: ST 320)
South Timbalier Block 311 Project Area	Marketing Agreement	4/1/2018	NGL Bank Agreement between COI-Allocation Specialists, Ltd. & Manta Ray Offshore Gathering Co, LLC (ST 320; EW 954)
South Timbalier Block 311 Project Area	Marketing Agreement	4/1/2018	First Amended and Restated NGL Bank Agreement between COI-Allocation Specialists, Ltd. & Manta Ray Offshore Gathering Co, LLC (Re: ST 320)

**EXHIBIT A**

**Talos Third Coast LLC**

<b>PROSPECT</b>	<b>Agreement Type</b>	<b>EFFECTIVE DATE</b>	<b>DESCRIPTION</b>
South Timbalier Block 311 Project Area	Marketing Agreement	4/1/2018	Gas Processing Agreement between COI- Enterprise Gas Processing, LLC (Re: ST 320; EW 954)
South Timbalier Block 311 Project Area	Marketing Agreement	4/1/2018	Gas Processing Agreement between Castex Offshore, Inc. and Enterprise Gas Processing, LLC (Neptune Gas Plant) (Re: EW 954; ST 320)
South Timbalier Block 311 Project Area	Participation Agreement	5/17/2018	Participation Agreement between Castex Offshore, Inc., GOME 1271 LLC and Dorado Deep GP, LLC (Re: ST 311)
South Timbalier Block 311 Project Area	Participation Agreement	5/17/2018	Participation Agreement between Castex Offshore, Inc., GOME 1271 LLC and Dorado Deep GP, LLC (Re: ST 320; EW 910)
South Timbalier Block 311 Project Area	Production Handling Agreement	10/21/2018	Production Handling Agreement between Walter Oil & Gas Corporation, W&T Offshore, Inc., W&T Energy VI, LLC, Apache Shelf Exploration LLC, Fieldwood Energy LLC, Castex Offshore, Inc., GOME 1271 LLC, Dorado Deep GP, LLC ("Producers") and Walter Oil & Gas Corporation, Apache Shelf Exploration LLC, Fieldwood Energy LLC, Castex Offshore, Inc. and GOME 1271 LLC ("Processors") covering ST 311 "A" Platform and ST 320 Satellite Block (Re: ST 311)
South Timbalier Block 311 Project Area	Flowline Agreement	12/1/2018	Flowline lease agreement between Fieldwood Energy LLC, Castex Offshore, Inc., GOME 1271 LLC and Dorado Deep GP, LLC (Re: ST 311/ST 320)
South Timbalier Block 311 Project Area	Marketing Agreement	5/9/2019	NGL Bank Agreement between GOME-Allocation Specialists, Ltd. & Manta Ray Offshore Gathering Co, LLC (Re: ST 320)
South Timbalier Block 311 Project Area	Production Handling Agreement	5/20/2019	Production Handling Agreement between Walter Oil & Gas Corporation, W&T Offshore, Inc., W&T Energy VI, LLC, Apache Shelf Exploration LLC, Fieldwood Energy LLC, Castex Offshore, Inc., GOME 1271 LLC, Dorado Deep GP, LLC ("Producers") and Walter Oil & Gas Corporation, Apache Shelf Exploration LLC, Fieldwood Energy LLC, Castex Offshore, Inc. and GOME 1271 LLC ("Processors") covering ST 311 "A" Platform and ST 320 Satellite Block (Re: ST 311)
South Timbalier Block 311 Project Area	Platform Use Agreement	6/25/2019	Platform use agreement between Walter Oil & Gas Corp., Castex Offshore, Inc., GOME 1271 LLC, Dorado Deep GP, LLC and Apache Shelf Exploration, LLC (Re: ST 311)

**EXHIBIT A**

**Talos Third Coast LLC**

<b>PROSPECT</b>	<b>Agreement Type</b>	<b>EFFECTIVE DATE</b>	<b>DESCRIPTION</b>
South Timbalier Block 311 Project Area	Marketing Agreement	10/1/2019	Service Agreement For Rate Schedule FT-2 between COI-Nautilus Pipeline Company, LLC (Re: ST 320)
South Timbalier Block 311 Project Area	Operating Agreement	11/1/2019	Operating Agreement between W&T Offshore, Inc., Castex Offshore, Inc., and Talos Third Coast LLC (Re: EW 911)
South Timbalier Block 311 Project Area	Marketing Agreement	4/1/2020	Gas Sales Agreement between COI-Chevron Natural Gas, a Division of Chevron U.S.A. Inc (Re: ST 320)
West Cameron Blocks 77/96	Purchase and Sale Agreement	1/17/2014	Purchase and Sale Agreement between Ridgewood Corporation, Walter Oil and Gas and Castex Offshore, Inc.
West Cameron Blocks 77/96	Operating Agreement	8/1/1974	Construction and Operating Agreement for Onshore Separation Facility between COI-Stingray Pipe Line Company, L.L.C.
West Cameron Blocks 77/96	Operating Agreement	9/5/2003	Operating agreement between Newfield Exploration Comp. and Seneca Resources Corp.
West Cameron Block 96	Farmout Agreement	9/5/2003	Farmout agreement between Seneca Resources Corporation and Newfield Exploration Company
West Cameron Blocks 77/96	Operating Agreement	4/14/2004	Offshore operating agreement between Newfield Exploration Company and BHP Billiton Petroleum (Americas) Inc., The Houston Exploration Company and Ridgewood Energy Corporation
West Cameron Blocks 77/96	Marketing Agreement	7/1/2005	Gas Transport Agreement between COI-Stingray Pipe Line Company, L.L.C.
West Cameron Blocks 77/96	Unit Agreement	5/15/2007	Unit agreement between Newfield Exploration Company and BHP Billiton Petroleum (Americas) Inc., The Houston Exploration Company and Ridgewood Energy Corporation
West Cameron Blocks 77/96	Marketing Agreement	3/1/2008	Dehydration Agreement between COI-West Cameron Dehydration Company, L.L.C.

**EXHIBIT A**

**Talos Third Coast LLC**

<b>PROSPECT</b>	<b>Agreement Type</b>	<b>EFFECTIVE DATE</b>	<b>DESCRIPTION</b>
West Cameron Blocks 77/96	Marketing Agreement	1/1/2012	Liquids Transportation between COI-Stingray Pipe Line Company, L.L.C.
West Cameron Blocks 77/96	Marketing Agreement	9/1/2014	Amend 1 to Agreement for O&M Offshore Sub-sea Connector between COI-Stingray Pipe Line Company, L.L.C.
West Cameron Blocks 77/96	Marketing Agreement	9/1/2014	Waiver of CO2 Letter Agreement between COI-Stingray Pipe Line Company, L.L.C.
West Cameron Blocks 77/96	Purchase and Sale Agreement	9/3/2014	Purchase and Sale Agreement between Castex Energy 2005, L.P., Castex Energy I, LLC, Castex Energy Partners, L.P., Castex Energy II, LLC, Castex Offshore, Inc., GOME 1271 LLC and Castex Energy 2014, LLC
West Cameron Blocks 77/96	Marketing Agreement	12/1/2016	Amendment No. 1 to Liquids Transportation between COI-Stingray Pipe Line Company, L.L.C.
West Cameron Blocks 77/96	Marketing Agreement	12/1/2017	Oil Sales Agreement COI-Shell Trading (US) Company
West Cameron Blocks 77/96	Marketing Agreement	12/1/2019	Oil Sales Agreement between COI-Flextrend Development Company, LLC
West Cameron Blocks 77/96	Marketing Agreement	4/1/2020	Gas Sales Agreement between COI-Targa Gas Marketing LLC
West Cameron Blocks 77/96	Marketing Agreement	5/1/2020	Amendment No. 2 to Liquids Transportation between COI-Stingray Pipe Line Company, L.L.C.
Various	Purchase and Sale Agreement	4/7/2006	Purchase and Sale Agreement between The Houston Exploration Company and Merit Management Partners I, L.P., et al

**EXHIBIT A**

**Talos Third Coast LLC**

<b>PROSPECT</b>	<b>Agreement Type</b>	<b>EFFECTIVE DATE</b>	<b>DESCRIPTION</b>
Various	Purchase and Sale Agreement	1/1/2011	Purchase and Sale Agreement between Castex Offshore, Inc. and Walter Oil and Gas Corporation
Various	Purchase and Sale Agreement	3/9/2011	Purchase and Sale Agreement between Castex Offshore, Inc., Walter Oil & Gas and Seneca Resources Corporation
Various	Purchase and Sale Agreement	6/30/2011	Purchase and Sale Agreement between Castex Offshore Energy, L.P. and Castex Energy Partners, L.P.
Various	Purchase and Sale Agreement	8/1/2011	Purchase and Sale Agreement between BHP Billiton Petroleum and Castex Offshore, Inc.
Various	Purchase and Sale Agreement	12/31/2015	Purchase and Sale Agreement between Castex E&P, LLC, CSL Exploration, LP, CSL CM II, LP, Castex Energy Partners, LLC, Castex Energy 2016, LP and GOME 1271 LLC
Various	Purchase and Sale Agreement	2/26/2016	Purchase and Sale Agreement between Castex Energy Partners, L.P., Castex Offshore, Inc., and GOME 1271 LLC
Various	Purchase and Sale Agreement	10/11/2018	Purchase and Sale Agreement between McMoran Oil & Gas LLC, Castex Offshore, Inc. and GOME 1271 LLC
Various	Purchase and Sale Agreement	1/20/2019	Purchase and Sale Agreement between Piquant, Inc., Castex Offshore, Inc. and GOME 1271 LLC

**EXHIBIT A**

**PIPELINES**

**EXHIBIT A**

**PIPELINES - TALOS RESOURCES LLC**

FIELD	FROM	TO	TYPE	SEGMENT #	STATUS	ROW #	OPERATOR	PRODUCT	LENGTH OF PIPE (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" SST1	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" SST1)	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	9735	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%

FIELD	FROM	TO	TYPE	SEGMENT #	STATUS	ROW #	OPERATOR	PRODUCT	LENGTH OF LINE (feet)	ROD (inches)	STONE'S OWNERSHIP
Ship Shoal 113	SS 093 O (#50)	SS 114 L	Lease	9074	OUT	N/A	Talos Petroleum LLC	BLKO	4,431	4"	100.000000%
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%

FIELD	FROM	TO	TYPE	SEGMENT #	STATUS	ROW #	OPERATOR	PRODUCT	LENGTH OF LINE (feet)	OD (Inches)	STONE'S OWNERSHIP
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%
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%

FIELD	FROM	TO	TYPE	SEGMENT #	STATUS	ROW #	OPERATOR	PRODUCT	LENGTH OF LINE (feet)	OD (inches)	STONE'S OWNERSHIP
Ship Shoal 113	SS 119 03 SST1	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%
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%

FIELD	FROM	TO	TYPE	SEGMENT #	STATUS	ROW #	OPERATOR	PRODUCT	LENGTH OF LINE (feet)	OD (inches)	STONE'S OWNERSHIP
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%
Vioska Knoll 989	MC 211 PLEM	VK 989 A	ROW	12521	OUT	21495	Exxon Mobil Corporation	CSNG	147,851	12"	50.000000%
Vioska Knoll 989	MC 211 SSMANIFO	VK 989 A	ROW	12520	OUT	21495	Exxon Mobil Corporation	BLKG	147,851	8 5/8"	50.000000%
Vioska Knoll 989	MC 211 SSMANIFO	VK 989 A	ROW	12523	OUT	21496	Exxon Mobil Corporation	BLKG	148,228	8 5/8"	50.000000%
Vioska Knoll 989	MC 211 SSW#01	MC 211 SSMANIFO	Lease	12524	OUT	N/A	Exxon Mobil Corporation	BLKG	34	7" special	50.000000%
Vioska Knoll 989	MC 211 SSW#03	MC 211 SSMANIFO	Lease	12526	OUT	N/A	Exxon Mobil Corporation	BLKG	42	7" special	50.000000%
Vioska Knoll 989	MC 211 SSW#2	MC 211 SSMANIFO	Lease	12525	PREM	N/A	Exxon Mobil Corporation	BLKG	53	7" special	50.000000%
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 SST1	ROW	10269	ACT	14680	Talos Petroleum LLC	OIL	57,557	12"	100.000000%
Vioska Knoll 989	VK 989 A	MC 0211 UTA	ROW	12522	ACT	21495	Exxon Mobil Corporation	UMB	149,966	3 1/2" to 6 5/8"	50.000000%
Vioska Knoll 989	VK 989 A	MC 029 Infield SUTA South	Lease	19064	ACT	N/A	Talos Petroleum LLC	UMBC	30,850	5"	100.000000%
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"	10.000000%
Vioska Knoll 989	VK 989 Plat "A"	MC 028 SSTEMP	Lease	13886	ACT	N/A	Talos Petroleum LLC	UMB	25,100	3 1/2"	100.000000%
Vioska Knoll 989	VK 989 Platform A	MC 028 EUTA	Lease	19098	ACT	N/A	Talos Petroleum LLC	UMBE	23,035	2 1/2" or 2 7/8"	100.000000%

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%

CERTIFIED RESOLUTIONS

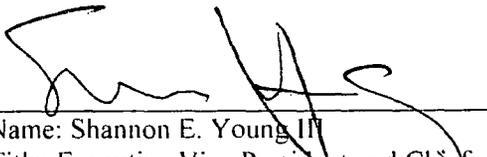
Resolutions of

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

December 29, 2020

The undersigned, the Executive Vice President and Chief Financial Officer of TALOS ENERGY OFFSHORE LLC, a Delaware limited liability company ("Offshore"), TALOS ERT LLC, a Delaware limited liability company ("ERT"), TALOS ENERGY PHOENIX LLC, a Delaware limited liability company ("Phoenix"), TALOS GULF COAST OFFSHORE LLC, a Delaware limited liability company ("Gulf Coast Offshore"), TALOS GULF COAST ONSHORE LLC, a Delaware limited liability company ("Gulf Coast Onshore"), and TALOS RESOURCES LLC, a Delaware limited liability company ("Resources" collectively with Offshore, ERT, Phoenix, Gulf Coast Offshore and Gulf Coast Onshore, the "Mortgagors" each a "Mortgagor"), does hereby certify in his/her official capacity, stated above, of Mortgagors, 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 ENERGY OFFSHORE LLC  
TALOS ERT LLC  
TALOS ENERGY PHOENIX LLC  
TALOS GULF COAST OFFSHORE LLC  
TALOS GULF COAST ONSHORE LLC, and  
TALOS RESOURCES LLC,

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

**CERTIFIED COPY OF RESOLUTIONS OF MORTGAGORS**

**[SEE ATTACHED]**

**UNANIMOUS WRITTEN CONSENT OF  
THE BOARD OF DIRECTORS OF  
TALOS PRODUCTION INC.**

**December 13, 2020**

The undersigned, being all of the members of the Board of Directors (the "Board") of Talos Production Inc., a Delaware corporation (the "Company"), acting pursuant to Section 141(f) of the General Corporation Law of the State of Delaware (the "DGCL"), hereby consent to, authorize, adopt, approve, ratify and confirm in all respects the following resolutions and each and every action effected thereby:

**WHEREAS**, the Company is (i) the sole member and has sole management authority of each of the following Delaware limited liability companies (collectively, the "Talos Production Subsidiaries"): Talos Energy Operating Company LLC, Talos Third Coast LLC, Talos Exploration LLC, Talos Energy International LLC, Talos Energy Offshore LLC, Talos Gulf Coast LLC ("Talos Gulf Coast"), Talos ERT LLC ("Talos ERT"), Talos Oil and Gas LLC and Talos Energy LLC ("Talos Energy") and (ii) the sole stockholder of Talos Production Finance Inc., a Delaware corporation ("Talos Finance");

**WHEREAS**, Talos ERT is the sole member and has sole management authority of CKB Petroleum LLC, a Delaware limited liability company ("CKB");

**WHEREAS**, Talos Gulf Coast is the sole member and has sole management authority of each of the following Delaware limited liability companies (collectively, the "Talos Gulf Coast Subsidiaries"): Talos Gulf Coast Onshore LLC and Talos Gulf Coast Offshore LLC;

**WHEREAS**, Talos Energy is (i) the sole member and has sole management authority of each of the following Delaware limited liability companies (collectively, the "Talos Energy Subsidiaries"): Talos Petroleum LLC ("Talos Petroleum"), Talos Energy Phoenix LLC and Talos Energy Holding LLC and (ii) the sole stockholder of Talos Argo Inc. ("Argo") and, together with Talos Finance, the "Other Subsidiary Guarantors"; and

**WHEREAS**, Talos Petroleum is the sole member and has sole management authority of each of the following Delaware limited liability companies (collectively, the "Talos Petroleum Subsidiaries") and together with the Talos Production Subsidiaries, CKB, the Talos Gulf Coast Subsidiaries and the Talos Energy Subsidiaries, the "Covered Guarantors"; the Covered Guarantors together with the Other Subsidiary Guarantors, the "Subsidiary Guarantors").

**I. Issuance of Second Lien Notes and Redemption of Outstanding Notes**

**WHEREAS**, the Company and its wholly owned subsidiary, Talos Finance, have issued and sold \$390,867,820 aggregate principal amount of 11.00% Second Lien Senior Secured Notes due 2022 (the "2022 Notes") pursuant to the indenture, dated as of May 10, 2018 (as amended, supplement or otherwise modified through the date hereof, the "2022 Notes");

Indenture”), by and among the Company, Talos Finance, the guarantors party thereto and Wilmington Trust, National Association as trustee and collateral agent (in such capacities, the “2022 Notes Trustee”);

**WHEREAS**, pursuant to the 2022 Notes Indenture, the 2022 Notes may be redeemed, in whole or in part, at any time and from time to time at the redemption prices set forth therein;

**WHEREAS**, the Board has determined, in the good faith exercise of its business judgment, that it is advisable and in the best interests of the Company and the Covered Guarantors to consider a series of transactions whereby the Company would (i) offer and issue new notes of one or more series (the “New Notes”), to be guaranteed by the Subsidiary Guarantors and Talos Energy Inc., a Delaware corporation and the indirect parent of the Company (the “Parent Guarantor” and, together with the Subsidiary Guarantors, the “Guarantors”), in an offering (the “Issuance”) and (ii) use the net proceeds of such Issuance to redeem the outstanding 2022 Notes (the “Redemption” and, together with the Issuance, the “Transactions”);

**WHEREAS**, the Board of Directors (the “Parent Board”) of the Parent Guarantor, authorized and established a special committee of the Board (the “Special Committee”), consisting of Neal P. Goldman, Timothy S. Duncan, Donald R. Kendall, Jr., John “Brad” Juneau, Charles M. Sledge and James M. Trimble, each a member of the Board, pursuant to resolutions of the Board, duly approved at a meeting thereof on December 12, 2020 (the “Authorizing Resolutions”);

**WHEREAS**, the Authorizing Resolutions authorized and empowered the Special Committee to, among other things, review and evaluate, together with the management of the Parent Guarantor, its advisors, and the Special Committee’s advisors, the proposed terms and conditions of the Issuance, including the proposed terms of the New Notes and the proposed use of the net proceeds thereof, including the Redemption;

**WHEREAS**, the Special Committee has delegated to a subcommittee thereof (the “Pricing Committee”) all the powers and authority of the Parent Board that were delegated to the Special Committee pursuant to the Authorizing Resolutions, for the purposes of reviewing, evaluating, confirming, ratifying, adopting and approving the pricing and any other final terms and conditions of the Issuance, including the terms of the Second Lien Notes (as defined below) and the use of the net proceeds thereof, including the Redemption;

**WHEREAS**, the Board believes that it is in the best interest of the Company and the Covered Guarantors (together, the “Talos Parties”) for the Company to effect the issuance and sale of new Second Lien Notes (as defined below), for the Covered Guarantors to guarantee such Second Lien Notes, and for Company to effect the Redemption with the proceeds from the issuance and sale thereof;

**WHEREAS**, it is proposed that the Company issue New Notes up to \$400,000,000 aggregate principal amount (or such other amount as the Pricing Committee will determine, up to \$650,000,000, and the Authorized Persons (as defined below) shall confirm and adopt, the

“Offering Amount”) of the Company’s Second Lien Senior Secured Notes (the “Second Lien Notes”), the terms of which will be determined by the Pricing Committee, confirmed and adopted by the Authorized Persons and described in an offering memorandum (the “Offering Memorandum”), in a private transaction pursuant to Rule 144A or Regulation S of under the Securities Act of 1933, as amended (the “Securities Act”), pursuant to a Purchase Agreement to be entered into by and among the Company, the Guarantors party thereto, and J.P. Morgan Securities LLC, as representative of the several initial purchasers (the “Purchasers”) to be named therein (the “Purchase Agreement”);

**WHEREAS**, in connection with the issuance of the Second Lien Notes, it is proposed that the Company enter into an indenture that will govern the Second Lien Notes (the “Second Lien Notes Indenture”) with the Guarantors party thereto and Wilmington Trust, National Association, as trustee (in such capacity, the “Trustee”) and collateral agent (in such capacity, the “Collateral Agent”);

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

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

**WHEREAS**, in connection with the issuance of the Second Lien Notes, it is proposed that the Company and the Guarantors enter into one or more of the following collateral documents: any guaranty or support agreement; any mortgage, deed of trust, deed to secure debt, trust deeds or leasehold mortgage (or any similar agreement to any of the foregoing); any security agreements, pledge agreements, control agreements, collateral assignment agreements and intellectual property security agreements; any financing statements (including any amendments thereto) and fixture filings (including any amendments thereto); and any lien subordination, collateral trust or intercreditor agreements; stock powers, indorsements, note powers and allonges, pursuant to which the Company and the Guarantors will secure their respective obligations in respect of the Second Lien Notes and Indenture and the Second Lien Notes to be issued thereunder by granting a security interest in and a lien upon the Collateral to the Collateral Agent in favor of the holders of the Second Lien Notes and other agreements and documents as are necessary, appropriate or desirable to create and/or perfect a security interest in the Collateral (collectively, the “Security Documents”).

**NOW, THEREFORE, BE IT:**

**RESOLVED**, that the Authorized Persons be, and each of them acting alone hereby is, authorized and directed in the name and on behalf of the Talos Parties (i) to confirm and adopt

the Offering Amount and the terms of the Second Lien Notes consistent with such amount and terms as shall be approved and adopted by the Pricing Committee and (ii) to effect the Issuance and the Redemption in a manner consistent with resolutions; *provided, that*, notwithstanding anything to the contrary herein, these resolutions shall not authorize and empower the Authorized Persons to confirm, approve, adopt or ratify, for or on behalf of the Talos Parties, any terms of the Issuance or the Redemption (including, for the avoidance of doubt, the Offering Amount and the terms of the Second Lien Notes) that are inconsistent with such terms as shall be approved by the Pricing Committee pursuant to the authority granted to the Special Committee by the Parent Board under the Authorizing Resolutions and delegated to the Pricing Committee by the Special Committee; and be it further

## **II. Offering Memorandum and Purchase Agreement**

**RESOLVED**, that the Authorized Persons be, and each of them acting alone hereby is, authorized and directed in the name and on behalf of the Talos Parties to (i) prepare or cause to be prepared, and approve the disclosures to be included in the Offering Memorandum and (ii) negotiate such other documents as are contemplated by the Offering Memorandum, in such form and on such terms and conditions as they shall determine to be necessary or advisable, such determination to be conclusively evidenced by the execution and delivery of the Offering Memorandum in final form as provided below; and it is further

**RESOLVED**, that the form, terms and provisions, including any and all exhibits, schedules and annexes, of the Offering Memorandum as negotiated by the Authorized Persons, and such Authorized Persons, be, and hereby are, in all respects approved, adopted, ratified and confirmed; and that the Authorized Persons be, and each of them acting alone hereby is, authorized and directed to execute and deliver the Offering Memorandum, with such changes therein and additions thereto as any Authorized Person executing the Offering Memorandum shall approve, such approval to be conclusively evidenced by the execution and delivery of the Offering Memorandum in final form; and it is further

**RESOLVED**, that the forms, terms and provisions of the Purchase Agreement, as negotiated by the Authorized Persons, be, and they hereby are adopted, approved, ratified and confirmed in all respects and that the Authorized Persons be, and each of them acting alone hereby is, authorized and directed to execute and deliver the Purchase Agreement on behalf of the Talos Parties, with such changes therein and additions thereto as any Authorized Person executing the Purchase Agreement shall approve, such approval to be conclusively evidenced by the execution and delivery of the Purchase Agreement in final form; and it is further

**RESOLVED**, that each of the Talos Parties be, and it hereby is, authorized to perform fully its obligations, including but not limited to preparing, approving, and distributing any disclosures, supplements or amendments to the Offering Memorandum (solely to the extent that such supplements or amendments do not have a materially adverse effect on the Talos Parties) or any document contemplated by the Transactions, and to consummate the transactions contemplated under the Offering Memorandum to which it is a party and any such other agreements in connection therewith or amendments and to engage without limitation in such other transactions, arrangements or activities (solely to the extent that such amendments do not

have a materially adverse effect on the Talos Parties) (collectively, the “Offering Activities”), without further authority from the Board, as are reasonably related or incident to or which will serve to facilitate or enhance for the benefit of the Talos Parties and their subsidiaries the transactions contemplated by these resolutions, including without limitation any modification, waiver, extension or expansion (collectively, the “Offering Changes”) of any of the Offering Activities or of any other transactions, arrangements or activities resulting from any of the Offering Changes and to enter into such other agreements or understandings as are necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated or implied by, this resolution and each of the foregoing resolutions; and it is further

### **III. Registration Rights Agreement**

**RESOLVED**, that the form, terms and provisions of a registration rights agreement, to be dated as of the issuance date of the Second Lien Notes (the “Registration Rights Agreement”), by and among the Parent Guarantor, the Company and the Subsidiary Guarantors, relating to the offer to exchange the Second Lien Notes and the Guarantees for registered notes with substantially identical terms (the “Exchange Notes”) and the related guarantees, together with all exhibits and schedules attached thereto, substantially upon the terms as set forth in the Offering Memorandum, and each Talos Party’s performance of its obligations under the Registration Rights Agreement, be, and hereby are, in all respects, approved; and be it further

**RESOLVED**, that any of the Authorized Persons be, and each hereby is, authorized and empowered to negotiate, execute and deliver the Registration Rights Agreement in the name and on behalf of the Talos Parties, substantially in the form approved, with such changes therein and modifications and amendments thereto as such Authorized Persons may in his or her sole discretion approve, which approval shall be conclusively evidenced by such Authorized Persons’ execution thereof; and be it further

**RESOLVED**, that any of the Authorized Persons be, and each hereby is, authorized and empowered to take all such further actions including, without limitation, to arrange for and enter into any agreements, instruments, certificates or documents relating to the transactions contemplated by the Registration Rights Agreement and to execute and deliver all such agreements, instruments, certificates or documents in the name and on behalf of each Talos Party, which such Authorized Person shall determine in his or her sole judgment are necessary, proper or advisable in order to perform each Talos Party’s obligations under or in connection with the Registration Rights Agreement and the transactions contemplated therein, and to carry out fully the intent of the foregoing resolutions; and be it further

### **IV. Exchange Offer and Issuance of Exchange Notes and Related Guarantees**

**RESOLVED**, that any of the Authorized Persons be, and each hereby is, authorized on behalf of each Talos Party to prepare or cause to be prepared, to execute on behalf of each Talos Party and to file with the Securities Exchange Commission a registration statement (an “Exchange Offer Registration Statement”) relating to the offer to exchange (the “Exchange Offer”) by the Company and the Guarantors (including any subsequently added guarantors of the Second Lien Notes) named therein to register Exchange Notes and related guarantees, the issuance of which will be registered under the Securities Act, in exchange for the Second Lien

Notes and the Guarantees, or a shelf registration statement (a "Shelf Registration Statement" and, together with the Exchange Offer Registration Statement, the "Registration Statements") as contemplated by the Registration Rights Agreement and to prepare, execute and file such documents with such changes therein as any Authorized Person shall approve, together with all amendments and supplements thereto required pursuant to the Securities Act, the rules and regulations promulgated thereunder or the securities laws of any state, with any and all exhibits and documents relating thereto; and be it further

**RESOLVED**, that the form, terms and provisions of the Exchange Notes contemplated by the Registration Rights Agreement, and the Company's entry into, issuance of, and performance of its obligations under, such Exchange Notes be, and hereby are, in all respects, approved; and be it further

**RESOLVED**, that each Covered Guarantor's issuance of guarantees of the Exchange Notes contemplated by the Registration Rights Agreement and the Registration Statements be, and hereby is, in all respects, approved; and be it further

**RESOLVED**, that any of the Authorized Persons be, and each hereby is, authorized and empowered to execute and deliver the Exchange Notes and any other agreement, document, instrument or certificate in the name and on behalf of the Company in connection with the Exchange Offer and the issuance of the Exchange Notes; and be it further

**RESOLVED**, that the form, terms and provisions of the guarantees by each Covered Guarantor of the Exchange Notes contemplated by the Registration Rights Agreement, and each Covered Guarantor's entry into, issuance of, and performance of its obligations under, such guarantees be, and hereby are, in all respects, approved; and be it further

**RESOLVED**, that any of the Authorized Persons be, and each hereby is, authorized and empowered to execute and deliver any agreement, document, instrument or certificate in the name and on behalf of each Covered Guarantor in connection with the Exchange Offer and the issuance of the guarantees of the Exchange Notes; and be it further

#### **V. Second Lien Notes Indenture**

**RESOLVED**, that the Talos Parties are authorized to negotiate and enter into the Second Lien Notes Indenture with the Trustee, Collateral Agent and the Guarantors, pursuant to which up to \$400,000,000 million aggregate principal amount of Second Lien Notes and the Guarantees shall be issued and administered, subject to any subsequent approval by the Pricing Committee of a greater Offering Amount, and that any one or more Authorized Persons are authorized, in the name and on behalf of the Talos Parties, to execute, acknowledge and deliver the Second Lien Notes Indenture, containing such terms as are described in the Offering Memorandum and in such form and with such additional terms and changes as such Authorized Person executing the same on behalf of the Talos Parties shall approve, such Authorized Person's execution thereof to be conclusive evidence of such approval and the approval of the Board; and it is further

**RESOLVED**, that any one or more Authorized Persons and, to the extent required or permitted by the Second Lien Notes Indenture, any one or more other employees of the Company enumerated in the Second Lien Notes Indenture with respect to certain requests, orders and certificates, are authorized, in the name and on behalf of the Talos Parties, to execute and deliver such other agreements, documents, certificates and instruments as such Authorized Person or other employee may approve as being necessary or appropriate in connection with the execution of the Second Lien Notes Indenture, such Authorized Person's or other employee's execution thereof to be conclusive evidence of such approval, the approval of the Board, and the authority therefor hereunder; and it is further

**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 Second Lien Notes Indenture and any future supplemental indentures under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"); and it is further

**VI. Notes Certificates**

**RESOLVED**, that any one or more Authorized Persons are authorized, in the name and on behalf of the Company, to (1) approve the forms of global note and definitive note (collectively, the "Note Certificates") that will evidence the Second Lien Notes in substantially the forms to be attached to the Second Lien Notes Indenture, (2) make such changes to the Note Certificates as are consistent with the terms and provisions of the Second Lien Notes Indenture and (3) execute, either manually or by facsimile signature, and deliver the Note Certificates; and that Note Certificates bearing the signatures or facsimile signatures of persons heretofore or hereafter duly authorized to sign any Note Certificate on behalf of the Company may be issued from time to time by the Company and authenticated and registered by the Trustee; and it is further

**RESOLVED**, that the Company hereby appoints Wilmington Trust, National Association, as Trustee and as Collateral Agent for the Second Lien Notes and such other agents as any one or more Authorized Persons may deem necessary or appropriate with respect to the Second Lien Notes; and that the Company is authorized to pay any and all fees and expenses of the Trustee and the Collateral Agent, in connection with the Transactions as any one or more Authorized Persons shall agree; and it is further

**RESOLVED**, that upon the consummation of the issuance of the Second Lien Notes, the Trustee is authorized, upon delivery to it of certificates representing the Second Lien Notes executed in the manner authorized by these resolutions, to authenticate and deliver such certificates in the manner prescribed in the Second Lien Notes Indenture or upon the written order of the Company signed by any Authorized Person(s); and it is further

**VII. Additional Matters**

**RESOLVED**, that the appointment of The Depository Trust Company (“DTC”) as depository for the Second Lien Notes be, and hereby is, ratified, confirmed and approved in all respects; and it is further

**RESOLVED**, that any one or more Authorized Persons are authorized, in the name and on behalf of the Company, to take, or cause to be taken, all actions necessary or advisable to cause the Second Lien Notes to be eligible for trading in the DTC Same-Day Funds Settlement System; and it is further

**RESOLVED**, that any one or more Authorized Persons are authorized, in the name and on behalf of the Company, to enter into any appropriate agreements with DTC, including a letter of representation or any rider thereto, relating to the issuance of the Second Lien Notes (collectively, the “Letter of Representations”), and that the Letter of Representations, in such form and having such terms and conditions as any Authorized Person shall approve by the execution thereof, is authorized, approved, adopted, ratified and confirmed in all respects; and it is further

**RESOLVED**, that any one or more Authorized Persons are authorized, in the name and on behalf of the Talos Parties, to prepare and file, or cause to be prepared and filed, such applications and other documents, including consents to service of process and powers of attorney, as they may deem necessary or appropriate to comply with any securities or “blue sky” laws of any state or territory that has jurisdiction with respect to the offer, issuance, sale and resale of the Second Lien Notes; provided, however, that by so doing, the Company shall not qualify as a foreign corporation in any such state or other jurisdiction, or consent to service of process in any such state or other jurisdiction other than with respect to claims arising out of or in connection with the offer and sale of the Second Lien Notes; and provided further, that such Authorized Persons may decide not to permit the Second Lien Notes to be offered in any state or other jurisdiction where registration or qualification is deemed inadvisable and an exemption therefrom is not available; and it is further

#### **VIII. Redemption of 2022 Notes**

**RESOLVED**, that the Company is hereby authorized to redeem all outstanding 2022 Notes with all or a portion of the proceeds of the Second Lien Notes and to pay all related fees and expenses; and it is further

**RESOLVED**, that the Company is hereby authorized to pay any applicable premium calculated pursuant to the 2022 Notes Indenture with respect to the Redemption; and it is further

**RESOLVED**, that the Company is hereby authorized and directed to deliver or cause to be delivered all necessary documents, certificates and agreements, including a notice of conditional redemption, to the 2022 Notes Trustee and the holders of the 2022 Notes to consummate the Redemption; and it is further

**RESOLVED**, that the delivery by the Talos Parties and Talos Finance of all necessary documents, certificates and agreements, including a notice of conditional redemption and the

performance of its respective obligations in connection with the Redemption, are hereby, in all respects, authorized and approved; and it is further

**RESOLVED**, that the Authorized Persons are hereby authorized and directed to execute and deliver all documents, certificates, instruments or agreements required to consummate the Redemption in the name and on behalf of the Talos Parties, in the form approved, with such changes therein and modifications and amendments thereto as any of the Authorized Persons may in his or her sole discretion approve, which approval shall be conclusively evidenced by his or her execution thereof. Such execution by any of the Authorized Persons is hereby authorized to be by facsimile or other means of electronic transmission, engraved or printed as deemed necessary and preferable; and it is further

**IX. Second Lien Notes Security Documents**

**RESOLVED**, that to effectuate the liens on the Collateral as contemplated by the terms and conditions of the Offering Memorandum, any one or more Authorized Persons are authorized, in the name and on behalf of the Talos Parties, to (1) pledge and assign the Talos Parties' rights, title and interest in, and/or grant a security interest in, the Collateral for the benefit of the holders of the Second Lien Notes, and (2) negotiate and approve the forms, terms and provisions of the Security Documents; and it is further

**RESOLVED**, that any one or more Authorized Persons are authorized, in the name and on behalf of the Talos Parties, to execute, acknowledge and deliver, and, where necessary, file any of the Security Documents and the other documents, instruments and certificates attached thereto or contemplated thereby (including any amendments or acknowledgements thereto), containing such terms as are described in the Offering Memorandum and in such form and with such additional terms and changes as such Authorized Person executing the same on behalf of either of the Talos Parties shall approve, such Authorized Person's execution and, where necessary, filing thereof to be conclusive evidence of such approval and the approval of the Board; and it is further

**X. General**

**RESOLVED**, that in connection with the transactions contemplated by the preceding resolutions, the Secretary and any Assistant Secretary of the Talos Parties be, and each of them individually hereby is, authorized, in the name and on behalf of such Talos Party, to certify any more formal or detailed resolutions as such Secretary or Assistant Secretary may deem necessary, appropriate or desirable to effectuate the intent of the foregoing resolutions, and that thereupon such resolutions shall be deemed adopted as and for the resolutions of the Board as if set forth at length herein; and it is further

**RESOLVED**, that, consistent with the foregoing resolutions, the Authorized Persons be, and each of them acting alone hereby is, authorized and empowered in the name and on behalf of the Talos Parties, to (i) prepare, execute and deliver or cause to be prepared, executed and delivered, and where necessary or appropriate, file or cause to be filed with the appropriate governmental authorities, all such other agreements, instruments and documents contemplated

by the Offering Memorandum, including but not limited to all certificates, contracts, bonds, receipts or other papers, (ii) incur and pay or cause to be paid all fees, expenses and taxes, including without limitation, legal fees and expenses, (iii) engage such persons as they shall in their judgment determine to be necessary or appropriate and (iv) do any and all other acts and things, as he or she deems necessary or advisable to carry out fully the intent and purposes of the foregoing resolutions and each of the transactions contemplated thereby (and the doing of any such act or thing shall be conclusive evidence that the same is deemed necessary or advisable); and it is further

**RESOLVED**, that the Authorized Persons, for and on behalf of the Talos Parties, be, and each of them hereby is, authorized and empowered to prepare, verify, sign and file, or cause to be prepared, verified, signed and filed, in the name and on behalf of the Talos Parties, such current reports on Form 8-K, and other filings under the Securities Exchange Act of 1934, as amended, as the Authorized Persons shall deem necessary or appropriate or as may be required by applicable law, and each such Authorized Persons or such other person as any such Authorized Persons shall designate in writing is authorized to execute and deliver, in the name and on behalf of the Talos Parties, any and all agreements, undertakings, instruments and other documents and to do any and all things which may be necessary or appropriate in connection therewith; and it is further

**RESOLVED**, that each Authorized Person may, by a written power-of-attorney, authorize any other Authorized Person, employee, agent or counsel of the Talos Parties to take any action and to execute and deliver any agreement, instrument or other document referred to in the foregoing resolutions in place of or on behalf of such Authorized Person, with full power as if such Authorized Person were taking such action himself or herself; and it is further

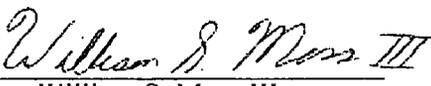
**RESOLVED**, that any person dealing with any Authorized Person(s) in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such Authorized Person(s) and by his or her (or their) execution of any document or agreement, the same shall be a valid and binding obligation of the applicable Talos Party enforceable in accordance with its terms; and it is further

**RESOLVED**, that any and all actions heretofore or hereafter taken in the name and on behalf of the Talos Parties or their subsidiaries by any Authorized Person, agent or counsel of the Talos Parties in connection with or related to the matters set forth in or contemplated by the foregoing resolutions be, and they hereby are, authorized, adopted, confirmed, approved and ratified in all respects as the act and deed of the applicable Talos Party or the applicable subsidiary thereof; and it is further

**RESOLVED**, that for purposes of the foregoing resolutions, "Authorized Persons" or "Authorized Person" shall mean and include, with respect to each of the Talos Parties, such entity's Chief Executive Officer, the Chief Financial Officer, the President, any Executive Vice President, any Senior Vice President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer and any Assistant Treasurer.

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

By:   
Name: Timothy S. Duncan

By:   
Name: William S. Moss III