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ADJUDICATION SECTION
FEB 20 2024

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OFFICES:
Houston, TX
New Orleans, LA

February 20, 2024

VIA EMAIL: boemadjudication@boem.gov

Bureau of Ocean Energy Management
Attn: Adjudication
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

Dear Sir/Madam:

On behalf of Talos ERT LLC please find enclosed herein the following documents, which is to be submitted in the Non-Required Filings:

Category 1: Second Lien Deed of Trust, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement from Talos ERT LLC (the "Second Lien TX Mortgage").

In order that third persons will be put on notice as to the execution and efficacy of the Second Lien TX Mortgage please file the documents, together with a copy of this letter, in the non-required filings of the Federal Lease Numbers listed on **Annex A** attached hereto.

The filing is accompanied by a receipt evidencing payment of the required service/filing fee via Pay.Gov.

Sincerely,



Jenna L. Wright

Enclosures

Annex A

Federal Lease Numbers

OCS-G

06238, 03484

EXECUTION VERSION

WHEN RECORDED OR FILED,
PLEASE RETURN TO:

Kirkland & Ellis LLP
James Bedotto
4550 Travis Street
Dallas, TX 75205
Telephone: (214)-432-4946

Space above for County Recorder's Use

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

FROM TALOS ERT LLC

(Organizational ID: 4098427)

TO

BARRY D. SOMROCK, TRUSTEE FOR THE BENEFIT OF

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

Dated as of February 7, 2024

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORDING IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS MORTGAGE IS SUBJECT TO THE PROVISIONS OF THE SENIOR LIEN INTERCREDITOR AGREEMENT (AS DEFINED HEREIN), AS SET FORTH MORE FULLY IN SECTION 7.15 HEREOF. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS MORTGAGE AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE SENIOR LIEN INTERCREDITOR AGREEMENT.

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

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. IN CERTAIN STATES, A POWER OF SALE MAY ALLOW THE TRUSTEE OR THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS INSTRUMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, 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 RECORDERS OF THE COUNTIES LISTED ON THE EXHIBITS HERETO. THE MORTGAGOR 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 COUNTY 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 COUNTY BOUNDARIES). THE MORTGAGOR 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.

This SECOND LIEN DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (this “Mortgage”) is entered into as of the 7th day of February, 2024 (the “Effective Date”) by TALOS ERT LLC, a Delaware limited liability company (the “Mortgagor”), in favor of Barry D. Somrock, as Trustee, for the benefit of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (as defined in the 2029 Talos 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 (a) that certain Indenture, dated as of February 7, 2024 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the “2029 Talos Indenture”), by and among Talos Production Inc., a Delaware corporation (the “Company”), each of the guarantors from time to time party thereto, and Wilmington Trust, National Association (“WTNA”), as trustee (in such capacity, the “2029 Talos Trustee”) and as collateral agent (in such capacity, the “2029 Talos Collateral Agent”), the Company is issuing 9.000% Second-Priority Senior Secured Notes due 2029 (together with any and all additional notes issued pursuant to the 2029 Talos Indenture, the “2029 Talos Notes”), and (b) that certain Indenture, dated as of February 7, 2024 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the “2031 Talos Indenture”), by and among the Company, each of the guarantors from time to time party thereto, and WTNA, as trustee (in such capacity, the “2031 Talos Trustee”) and as collateral agent (in such capacity, the “2031 Talos Collateral Agent”), the Company is issuing 9.375% Second-Priority Senior Secured Notes due 2031 (together with any and all additional notes issued pursuant to the 2031 Talos Indenture, the “2031 Talos Notes”);

WHEREAS, the 2029 Talos Notes, the 2031 Talos Notes and any Other Second-Priority Lien Obligations are and will be secured on a second-priority *pari passu* basis by the Collateral;

WHEREAS, in connection with the issuance of the 2029 Talos Notes and the 2031 Talos Notes and any issuance of Other Second-Priority Lien Obligations, the Mortgagor is executing and delivering this Mortgage pursuant to the terms of the 2029 Talos Indenture, the 2031 Talos Indenture, and any applicable Other Second-Priority Lien Obligations Document to, among other things, (a) induce the Holders to (i) purchase the 2029 Talos Notes and the 2031 Talos Notes, and (ii) make their respective extensions of credit under any Other Second-Priority Lien Obligations Documents, and (b) evidence that the Collateral (i) secures the 2029 Talos Notes Obligations (as defined below) and the 2031 Talos Notes Obligations (as defined below), and (ii) will secure any Other Second-Priority Lien Obligations, in each case, on a second-priority *pari passu* basis;

WHEREAS, pursuant to (a) that certain Credit Agreement, dated as of May 10, 2018 (as amended, restated, amended and 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 party 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 (b) that certain Deed of Trust, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement, dated as of May 10, 2018, from the Mortgagor to Ronald L. Dierker, as trustee for the benefit of the RBL Agent (the “First Lien Mortgage”), the Mortgagor has granted to the RBL Agent a first-priority lien on and security interest in the Collateral to secure its obligations under the RBL Credit Agreement and related documents;

WHEREAS, pursuant to (a) that certain Intercreditor Agreement dated as of May 10, 2018 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, including by the Designation of Second Lien Facilities and Second Lien Collateral Agreement and Acknowledgement of and Consent to Intercreditor Agreement dated as of the date hereof, the “Senior Lien Intercreditor Agreement”), by and among the RBL Agent, as First Lien Agent, the Collateral Agent, as Second Lien Agent (as each such term is defined in the Senior Lien Intercreditor Agreement), the Company, the Subsidiaries of the Company from time to time party thereto, and the other parties from time to time party thereto, the liens upon and security interests in the Collateral granted by this Mortgage are and shall be junior in all respects to the liens upon and security interests in the Collateral granted pursuant to, and subject to the terms and conditions of, the RBL Credit Agreement and the other First Lien Documents, and (b) that certain Second Lien Intercreditor Agreement dated as of February 7, 2024 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the “Second Lien Intercreditor Agreement”), by and among the 2029 Talos Trustee, the 2029 Talos Collateral Agent, the 2031 Talos Trustee, the 2031 Talos Collateral Agent, and the other parties from time to time party thereto, and acknowledged and agreed to by the Company and each of the other grantors from time to time party thereto, the 2029 Talos Trustee, the 2029 Talos Collateral Agent, the 2031 Talos Trustee, and the 2031 Talos Collateral Agent agreed, among other things, that the Liens securing, among other obligations, each of the 2029 Talos Notes and the 2031 Talos Notes on any Shared Collateral (as defined therein) are and shall be of equal priority; and

WHEREAS, the Mortgagor is a Subsidiary of the Company, will derive substantial benefits from the extension of credit to the Company pursuant to the 2029 Talos Indenture, the 2031 Talos 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 (i) purchase the 2029 Talos Notes and the 2031 Talos Notes and (ii) make their respective extensions of credit under any Other Second-Priority Lien Obligations Documents;

Accordingly, the parties hereto agree as follows:

SECTION 1 DEFINITIONS

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

1.2 UCC and Other Defined Terms. Each capitalized term used in this Mortgage and not defined in this Mortgage shall have the meaning ascribed to such term in the 2029 Talos Indenture (or, if the 2029 Talos Indenture is not then in effect, in the 2031 Talos Indenture). Any capitalized term not defined in either this Mortgage or the 2029 Talos Indenture (or, if the 2029 Talos Indenture is not then in effect, in the 2031 Talos 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 2029 Talos Indenture (or, if the 2029 Talos Indenture is not then in effect, in the 2031 Talos Indenture) shall apply to this Mortgage, including terms defined in the preamble and recitals to this Mortgage.

1.3 Definitions.

“2029 Talos Collateral Agent” has the meaning assigned to such term in the recitals hereto.

“2029 Talos Indenture” has the meaning assigned to such term in the recitals hereto.

“2029 Talos Notes” has the meaning assigned to such term in the recitals hereto.

“2029 Talos Notes Documents” means the “Notes Documents” (as defined in the 2029 Talos Indenture).

“2029 Talos Notes Obligations” means the “Notes Obligations” (as defined in the 2029 Talos Indenture).

“2029 Talos Trustee” has the meaning assigned to such term in the recitals hereto.

“2031 Talos Collateral Agent” has the meaning assigned to such term in the recitals hereto.

“2031 Talos Indenture” has the meaning assigned to such term in the recitals hereto.

“2031 Talos Notes” has the meaning assigned to such term in the recitals hereto.

“2031 Talos Notes Documents” means the “Notes Documents” (as defined in the 2031 Talos Indenture).

“2031 Talos Notes Obligations” means the “Notes Obligations” (as defined in the 2031 Talos Indenture).

“2031 Talos Trustee” has the meaning assigned to such term in the recitals hereto.

“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 the 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 February 7, 2024, among the Company, each Subsidiary of the Company from time to time party thereto, and

the Collateral Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Company” has the meaning assigned to such term in the recitals hereto.

“Credit Documents” means (a) the 2029 Talos Notes Documents, (b) the 2031 Talos Notes Documents, and (c) the Other Second-Priority Lien Obligations Documents.

“Event of Default” means (a) an “Event of Default” under and as defined in the 2029 Talos Indenture, (b) an “Event of Default” under and as defined in the 2031 Talos Indenture, or (c) an “Event of Default” or any analogous term under and as defined in 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 Mortgage” has the meaning assigned to such term in the recitals hereto.

“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.

“Governmental Authority” means any nation, sovereign or government, any state, province, territory or other political subdivision thereof, and any entity or authority exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, including a central bank or stock exchange (including any supra-national bodies such as the European Union or the European Central Bank).

“Holder” has the meaning assigned to the term (a) “holder” in the 2029 Talos Indenture or the 2031 Talos Indenture, and/or (b) “Holder”, “holder” or similar term or concept in any Other Second-Priority Lien Obligations Document, in each case, as the context may require.

“Hydrocarbon Interests” means all rights, titles, interests and estates now owned or hereafter acquired by the 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, 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 Trustee, 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 the 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 the 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 the 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 2029 Talos Indenture, the 2031 Talos Indenture, or any Other Second-Priority Lien Obligations Document.

“RBL Agent” has the meaning assigned to such term in the recitals hereto.

“RBL Credit Agreement” has the meaning assigned to such term in the recitals hereto.

“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.

“Second Lien Intercreditor Agreement” has the meaning assigned to such term in the recitals hereto.

“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 from time to time.

“Senior Lien Intercreditor Agreement” has the meaning assigned to such term in the recitals hereto.

“Termination Date” means 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.

“Trustee” means Barry D. Somrock, and any successors and substitutes in trust hereunder.

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

“WTNA” has the meaning assigned to such term in the recitals hereto.

SECTION 2
GRANT OF LIEN AND OBLIGATIONS

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

GRANT, BARGAIN, SELL, WARRANT, MORTGAGE, ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE and CONVEY to the Trustee, for the use and benefit of the Mortgagee and the Secured Parties, all of the following properties, rights and interests that are located in the State of Texas or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of the State of Texas are made applicable as a matter of federal law with respect to this Mortgage and/or liens or security interests created hereby, TO HAVE AND TO HOLD unto the Trustee forever to secure the Obligations:

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

(b) All rights, titles, interests and estates now owned or hereafter acquired by the 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 the 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 the Mortgagor or by anyone on the Mortgagor's behalf; and the Trustee and/or the Mortgagee are 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 the 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 the 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 the Mortgagor in and to such related rights, titles, interests or estates.

(f) All of the 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 the Mortgagor under or in connection with such interest.

It is the intention of the Mortgagor and the Mortgagee herein to cover and affect hereby all interests that the Mortgagor may now own or may hereafter acquire in and to the interests and property described on Exhibit A, even though the 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 the 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" means (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 the Mortgagor's interests are solely for purposes of the warranties made by the 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, the 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 the 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) the Mortgagor 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 Collateral include, and the Mortgagor shall not be deemed to have granted a Lien under this Mortgage in, any of the 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 the 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 the Mortgagor or (iii) any property to the extent that such grant of a Lien on such property would result in the forfeiture of the 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 the 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 Collateral shall include, and the 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 any requirement in the 2029 Talos Indenture or the 2031 Talos Indenture that the Collateral Coverage Minimum (as defined in any of the Credit Documents) be satisfied.

SECTION 3 ASSIGNMENT OF PRODUCTION

3.1 Assignment of Production. As further security for the payment of the Obligations and performance of the Mortgagor’s obligations under the Credit Documents and subject to the Senior Lien Intercreditor Agreement and the Second Lien Intercreditor Agreement, the 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 the Mortgagor and entitled in the 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 the Mortgagor by the Mortgagee, and to the extent permitted by applicable Requirements of Law:

(a) Subject to the terms and provisions of the Senior Lien Intercreditor Agreement and the Second Lien Intercreditor Agreement, all of the 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 and the Second Lien Intercreditor Agreement, the 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 the Mortgagor or the Mortgagee for the account of the 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 the Mortgagor, or otherwise, with warranties binding the 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 the Mortgagor, in the name of the Mortgagor or otherwise, and subject to the terms of the Senior Lien Intercreditor Agreement and the Second 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 the Mortgagor, with all costs, expenses and attorneys' fees incurred in connection therewith being paid by the Mortgagor;

(d) The Mortgagor hereby appoints the Mortgagee as its attorney-in-fact to pursue any and all rights of the 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 the Second Lien Intercreditor Agreement; and

(e) The 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 the 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 the 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 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 and the Second 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 have 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

The Mortgagor hereby represents, warrants and covenants as follows:

4.1 Title. The 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 Encumbrances 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). The Mortgagor will not create or suffer to be created or permit to exist any Lien, security interest or charge prior or junior to or on parity with the Lien of this Mortgage upon the Collateral or any part thereof other than such Permitted Encumbrances. Subject to Permitted Encumbrances, the 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 the Mortgagor agrees to defend immediately against such adverse claim or take appropriate action to remove such cloud, in each case, at the Mortgagor's sole cost and expense. The Mortgagor further agrees that the Trustee and/or the Mortgagee may take such other action as they deem advisable to protect and preserve their interests in the Collateral, and in such event the Mortgagor will indemnify the Trustee and/or the Mortgagee against any and all cost, attorneys' fees and other expenses that they 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 2029 Talos Indenture

and the 2031 Talos Indenture and, as applicable, any equivalent provision in any Other Second-Priority Lien Obligations Document.

4.3 Not a Foreign Person. The Mortgagor is not a “foreign person” within the meaning of the Code, Sections 1445 and 7701 (i.e., the 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. The Mortgagor’s ownership of its Hydrocarbon Interests and its undivided interests therein as specified on Exhibit A (if specified) will, after giving full effect to all Permitted Encumbrances, afford the 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 (if specified)) on attached Exhibit A and will cause the Mortgagor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest on attached Exhibit A (if specified), 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 2029 Talos Indenture, the 2031 Talos Indenture or any other 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 and the Second Lien Intercreditor Agreement, the Mortgagee shall have the right and option to proceed with foreclosure by directing the Trustee 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 and the Second Lien Intercreditor Agreement. The Mortgagor hereby irrevocably appoints, effective upon the occurrence and during the continuance of an Event of Default, the Trustee and the Mortgagee, with full power of substitution, to be

the attorney-in-fact of the Mortgagor and in the name and on behalf of the Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices that the Mortgagor ought to execute and deliver and do and perform any and all such acts and things that the Mortgagor ought to do and perform under the covenants herein contained and generally, to use the name of the Mortgagor in the exercise of all or any of the powers hereby conferred on the Trustee and/or the Mortgagee, but subject to the terms of the Senior Lien Intercreditor Agreement and the Second 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 Trustee or the Mortgagee, as appropriate, to have physical presence at, or to have constructive possession of, the Mortgaged Property (the Mortgagor hereby covenanting and agreeing to deliver any portion of the Mortgaged Property not actually or constructively possessed by the Trustee or 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 Trustee or the Mortgagee shall contain a general warranty of title, binding upon the Mortgagor and its successors and assigns, (iii) each and every recital contained in any instrument of conveyance made by the Trustee or 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 trustee hereunder, (iv) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (v) the receipt of the Trustee, 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, the 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 the Mortgagor, and against any and all other persons claiming or to claim the property sold or any part thereof, by, through or under the 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 and the Second 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 Trustee or 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 Trustee or the Mortgagee under any other provision of this Mortgage or under any other Credit Document. Written notice mailed to the Mortgagor as provided

herein at least ten (10) days prior to the date of public sale of any part of the Collateral owned by the 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 and the Second Lien Intercreditor Agreement, the Mortgagee shall act at the direction of the 2029 Talos Trustee, and, if no 2029 Talos Notes Obligations remain outstanding (other than contingent or unliquidated obligations or liabilities not then due), the Authorized Representative (or its designee) for the series of Obligations that constitutes the largest outstanding principal amount of any then outstanding series of Obligations or, if multiple series of Obligations have equal outstanding principal amounts, the series of such Obligations with the earliest maturity date, as more fully set forth in the Second Lien Intercreditor Agreement.

5.3 Substitute Trustees and Agents. The Trustee or 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 Trustee or Mortgagee, including the posting of notices and the conduct of sale, but in the name and on behalf of the Trustee or Mortgagee. If the Trustee or Mortgagee shall have given notice of sale hereunder, any successor or substitute trustee or 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 or substitute trustee or 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 and the Second Lien Intercreditor Agreement, the Mortgagee shall have the right and power 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 and the Second 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 directing the Trustee to proceed 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 and the Second 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 and the Second Lien Intercreditor Agreement, the Collateral may be sold in one or more parcels and to the extent permitted by applicable Requirements 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 and the Second Lien Intercreditor Agreement, to the extent permitted by applicable law, the Trustee or 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 the Mortgagor, its successors or assigns, or its or their agents or servants, and may exclude the Mortgagor, its successors or assigns, and all persons claiming under the 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 Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of the Mortgagor, in the name, place and stead of the 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 the Mortgagor or the Mortgagor's heirs, devisees, representatives, successors or assigns or any other person claiming any interest in the Collateral by, through or under the 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 and the Second 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 and the Second Lien Intercreditor Agreement.

5.9 Remedies Cumulative, Concurrent and Nonexclusive. Every right, power, privilege and remedy herein given to the Trustee or 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 and the Second 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 Trustee or 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 Trustee or 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 Trustee or 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 Trustee and the Mortgagee, as applicable, shall continue as if same had never been invoked.

5.11 No Release of Obligations. None of Mortgagor, each 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 the Mortgagor, any Subsidiary Guarantor or such other Person, and in such event the 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 and the Second 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, the Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to the Mortgagor by virtue of any present or future moratorium law or other law exempting the Collateral from attachment, levy or sale on execution or providing for any appraisalment, valuation, stay of execution, exemption from civil process, redemption or

extension of time for payment and (b) any right to a marshalling of assets or a sale in inverse order of alienation. If any law referred to in this Mortgage and now in force, of which the 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 and the Second Lien Intercreditor Agreement, upon the occurrence and during the continuance of an Event of Default, the Trustee or 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 Trustee or 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 Trustee or the Mortgagee or the relevant Authorized Representatives hereunder or under any other Credit Document on behalf of the 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 Trustee or the Mortgagee and any Authorized Representative 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/or the Second Lien Intercreditor Agreement)); and

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

The Trustee and 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 Trustee or the Mortgagee prior to any distribution under this Section 5.14, each Authorized Representative shall provide to the Trustee or the Mortgagee, as applicable, certificates, in form and substance reasonably satisfactory to the Trustee or 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 Trustee or the Mortgagee, as

applicable, shall be fully entitled to rely on such certificates. Upon any sale of Collateral by the Trustee or 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 Trustee or 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 Trustee, 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 series of the Obligations is unenforceable under applicable law or is subordinated to any other obligations (other than another series of Obligations), (ii) any series of the Obligations does 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 another series of Obligations) on a basis ranking prior to the security interest of such series of Obligations but junior to the security interest of any other series of Obligations (any such condition referred to in the foregoing clauses (i), (ii) or (iii) with respect to any series of Obligations, an “Impairment” of such series of Obligations), the results of such Impairment shall be borne solely by the holders of such series of Obligations, and the rights of the holders of such series of Obligations (including, without limitation, the right to receive distributions in respect of such series of 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 series of 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 any series of Obligations but senior (as determined by appropriate legal proceedings in the case of any dispute) to the security interest of any other series of 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 series of 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 Trustee or the Mortgagee shall exercise any remedies under this Mortgage with respect to any portion of the Mortgaged Property (or the Mortgagor shall transfer any Mortgaged Property “in lieu of” foreclosure) whereupon the 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 and the Second Lien Intercreditor Agreement, to request that any operator of any Mortgaged Property that is either the Mortgagor or any Affiliate of the Mortgagor to resign as operator under the joint operating agreement applicable thereto, and no later than 60 days after receipt by the Mortgagor of any such request, the 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 THE 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 THE MORTGAGOR. THE 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 2029 TALOS INDENTURE OR THE 2031 TALOS INDENTURE OR ANY EQUIVALENT PROVISION OF ANY OTHER SECOND-PRIORITY LIEN OBLIGATIONS DOCUMENT. THE LIABILITIES OF THE MORTGAGOR AS SET FORTH IN THIS SECTION 5.16 SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

5.17 Failure to Perform. The 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 the Mortgagor is required to pay hereunder, the Mortgagee, in the 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 THE TRUSTEE

6.1 Duties, Rights, and Powers of Trustee. The Trustee shall have no duty to see to any recording, filing or registration of this Mortgage or any other instrument in addition or supplemental thereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge that may be levied or assessed on the Mortgaged Property, or any part thereof, or against the Mortgagor, or to see to the performance or observance by the Mortgagor of any of the covenants and agreements contained herein. The Trustee shall not be responsible for the execution, acknowledgment or validity of this Mortgage or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of the Mortgagee. The Trustee shall have the right to consult with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. The Trustee shall not incur any personal liability hereunder except for the Trustee's own willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine.

6.2 Successor Trustee. The Trustee may resign by written notice addressed to the Mortgagee or be removed at any time with or without cause by an instrument in writing duly executed on behalf of the Mortgagee. In case of the death, resignation or removal of the Trustee,

a successor may be appointed by the Mortgagee by instrument of substitution complying with any applicable governmental requirements, or, in the absence of any such requirement, without formality other than appointment and designation in writing. Written notice of such appointment and designation shall be given by the Mortgagee to the Mortgagor, but the validity of any such appointment shall not be impaired or affected by failure to give such notice or by any defect therein. Such appointment and designation shall be full evidence of the right and authority to make the same and of all the facts therein recited. Upon the making of any such appointment and designation, this Mortgage shall vest in the successor all the estate and title in and to all of the Mortgaged Property, and the successor shall thereupon succeed to all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee named herein, and one such appointment and designation shall not exhaust the right to appoint and designate an additional successor but such right may be exercised repeatedly until the Termination Date has occurred. To facilitate the administration of the duties hereunder, the Mortgagee may appoint multiple trustees to serve in such capacity or in such jurisdictions as the Mortgagee may designate.

6.3 Retention of Moneys. All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law) and the Trustee shall be under no liability for interest on any moneys received by him hereunder.

SECTION 7 MISCELLANEOUS

7.1 Termination or Release.

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

(b) (i) Upon any sale or other transfer by the Mortgagor of any Collateral that is not prohibited by the Credit Documents to any person that is not the Company or a 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 2029 Talos Indenture and the 2031 Talos 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 or Section 2.04 of the Second 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 the 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 the 2029 Talos Notes Obligations will be released as provided in Section 11.04 of the 2029 Talos Indenture, the security interest securing the 2031 Talos Notes Obligations will be released as provided in Section 11.04 of the 2031 Talos 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 the Mortgagor, at the Mortgagor's expense, all documents that the 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, the 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 and, to the extent required by an applicable Credit Document, receipt of an Opinion of Counsel, 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, the Senior Lien Intercreditor Agreement or the Second Lien Intercreditor Agreement. The 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) The Mortgagor acknowledges and agrees that possession of any note evidencing any part of the Obligations (or any replacements of any said note or other instrument evidencing any part of the Obligations) at any time by the Mortgagor, the Company or the Subsidiary Guarantors shall not in any manner extinguish the Obligations or this Mortgage, and the Mortgagor shall have the right to issue and reissue any of the 2029 Talos Notes or the 2031 Talos 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 2029 Talos Indenture or the 2031 Talos 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 the 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, the 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 Trustee and the Mortgagee and their 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 and the Second 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 2029 Talos 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 (a) any Authorized Representative with respect to the 2031 Talos Indenture shall be given to the address set forth on its signature page to the Collateral Agreement and (b) 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, in each case, as such address may be changed by written notice to the Mortgagee and the Company. All communications and notices hereunder to the 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 2029 Talos Indenture (whether or not then in effect).

7.8 Expenses. The 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, the Mortgagor under this Mortgage as provided in Section 7.07 of the 2029 Talos Indenture and the 2031 Talos 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 county, descriptions of only those portions of the Mortgaged Property located in (or offshore of) the county 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. Complete copies of this Mortgage containing the entire Exhibit A have been retained by the Mortgagee.

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 Texas.

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 and may be filed or filed for record in the real estate records, mortgage records or other appropriate records of each jurisdiction where any part of the Mortgaged Property (including said fixtures) is situated (or is offshore of). This Mortgage shall also be effective as a financing statement covering As-Extracted Collateral (including oil and gas and all other substances of value that may be extracted from the ground) and accounts financed at the wellhead or minehead of wells or mines located on the properties subject to the Applicable UCC and is to be filed for record in the real estate records, 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, the 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 the 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. The 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. The Mortgagor shall pay all costs associated with the filing of such instruments.

In that regard, the following information is provided:

Name of Debtor:	TALOS ERT LLC
Address of Debtor:	c/o Talos Production Inc. 333 Clay Street, Suite 3300 Houston, TX 77002-4104 Attention: Shane Young

State of Formation/Location
of the Mortgagor:

Delaware

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:

The Mortgagor

7.13 Limit on Obligations and Collateral. It is the intention of the 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. The 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 the Mortgagor secured hereby shall be limited to the maximum amount of indebtedness that can be incurred or secured by the 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.

(a) Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Trustee and the Mortgagee, for the benefit of the Secured Parties, 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 the First Lien Mortgage, and (ii) the exercise of any right or remedy by the Trustee and 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.

(b) Notwithstanding anything herein to the contrary, the liens and security interests granted to the Trustee and the Mortgagee, for the benefit of the Secured Parties, pursuant to this Mortgage, and the exercise of any right or remedy by the Trustee and the Mortgagee hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral are, in both cases, subject to the limitations and provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Mortgage, the terms of the Second Lien Intercreditor Agreement shall govern; provided, that, in the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the Senior Lien Intercreditor Agreement, the Senior Lien Intercreditor Agreement shall govern.

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, the Mortgagor shall not 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 First Lien Documents or 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 2029 Talos Indenture, the 2031 Talos 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) a fully executed Other Second-Priority Lien Obligations Accession Agreement. The Trustee, 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 REQUIREMENTS 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 Trustee, 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 the 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 Trustee and the Mortgagee.

(a) Subject to the rights of the Applicable Agent and the Controlling Collateral Agent (as defined in the Second Lien Intercreditor Agreement), as applicable, to instruct the Mortgagee under the Senior Lien Intercreditor Agreement and/or the Second 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 the 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 the 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 the 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 and the Second Lien Intercreditor Agreement. The actions of the Trustee and the Mortgagee hereunder are subject to the provisions of the 2029 Talos Indenture, the 2031 Talos Indenture and/or any applicable Other Second-Priority Lien Obligations Document, as the case may be, including the rights, protections, privileges, immunities and indemnities of the Collateral Agent, which are incorporated herein *mutatis mutandis*, as if a part hereof.

(b) The Mortgagor acknowledges that the rights and responsibilities of the Trustee and the Mortgagee under this Mortgage with respect to any action taken by the Trustee or the Mortgagee or the exercise or non-exercise by the Trustee or 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 Trustee, the Mortgagee and the Secured Parties, be governed by the Senior Lien Intercreditor Agreement, the Second Lien Intercreditor Agreement, the 2029 Talos Indenture, the 2031 Talos 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 Trustee, the Mortgagee and the Mortgagor, the Trustee and 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 the Mortgagor shall not 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 Trustee and 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 Trustee 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 Trustee and 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 Trustee and the Mortgagee in good faith. The Trustee and the Mortgagee shall have no duty to act outside of the United States of America in respect of Collateral.

(d) The Trustee and 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 Trustee, 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 Trustee, 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 the 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 the Mortgagor in any case shall entitle the 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 the 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 2029 Talos Indenture and the 2031 Talos Indenture and any equivalent provision in each applicable other Credit Document and except as otherwise provided in the Senior Lien Intercreditor Agreement or the Second Lien Intercreditor Agreement, as applicable. For the avoidance of doubt, the Trustee and 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 Trustee and 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
LOCAL LAW PROVISIONS

8.1 Texas Provisions. With respect to the Collateral located in the State of Texas, the provisions set forth in this Article shall apply to and be made a part of this Mortgage. In the event of any inconsistencies between the terms and provisions of this Article and the other terms and provisions of this Mortgage, or to the extent, and only to the extent, any of the terms and provisions in this Article conflict with, or are ambiguous when read together with, any of the other terms and provisions of this Mortgage, the provisions of this Article shall govern.

8.2 NOTICE OF INDEMNIFICATION. MORTGAGOR AND MORTGAGEE EACH HEREBY ACKNOWLEDGE AND AGREE THAT THIS MORTGAGE CONTAINS CERTAIN INDEMNIFICATION OBLIGATIONS AND COVENANTS.

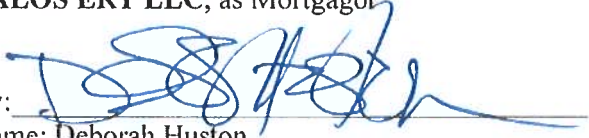
8.3 Foreclosure Procedures. Notwithstanding anything in this Mortgage to the contrary: (i) as to that portion of the Collateral located in the State of Texas and consisting of real property, any non-judicial foreclosure sale and notice thereof pursuant to this Mortgage shall be made in accordance with the then applicable provisions of Chapter 51 of the Texas Property Code, as the same may be amended, or any successor statute, and (ii) as to any portion of the Collateral located in the State of Texas as to which a security interest under the Applicable UCC has been granted pursuant to this Mortgage and consisting of fixtures and as-extracted collateral, any non-judicial foreclosure sale and notice thereof pursuant to this Mortgage shall be made as permitted or required by Chapter 9 of the Applicable UCC relating to the sale of collateral after default by a debtor (as such laws now exist or may be hereafter amended or succeeded), or by any other present or subsequent amendments or enactments relating to same (with it being understood that, pursuant to Section 9.604 of the Applicable UCC, Mortgagee has the right, at its option, to proceed (x) under Chapter 9 of the Applicable UCC as to personal property without prejudicing any rights with respect to real property, or (y) as to both personal property and real property in accordance with the Mortgagee's rights with respect to such real property).

8.4 NOTICE PURSUANT TO SECTION 26.02(e) OF THE TEXAS BUSINESS AND COMMERCE CODE. THIS MORTGAGE AND THE OTHER APPLICABLE DOCUMENTS REFERRED TO HEREIN CONSTITUTE A WRITTEN LOAN AGREEMENT (AS DEFINED IN SECTION 26.02(a)(2) OF THE TEXAS BUSINESS AND COMMERCE CODE, AS AMENDED) AND REPRESENT THE FINAL AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES HERETO AND THERETO AND SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS BETWEEN SUCH PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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EXECUTED this 6 day of February, 2024, to be effective as of the date first written above.

TALOS ERT LLC, as Mortgagor

By: 
Name: Deborah Huston
Title: Vice President, Deputy General Counsel
and Assistant Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6 day of February, 2024, within my jurisdiction, the within named Deborah Huston, who acknowledged to me that she is the Vice President, Deputy General Counsel and Assistant Secretary of TALOS ERT LLC, a Delaware limited liability company, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized to do so.

Given under my hand and official seal, this 6 day of February, 2024.


NOTARY PUBLIC

My Commission Expires: 11-11-2025

Seal:

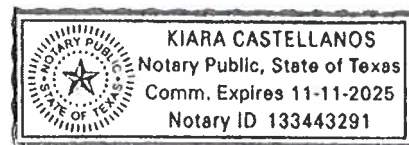


EXHIBIT A

to

SECOND LIEN DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT

Introduction

The capitalized terms used but not defined in this Exhibit A are used as defined in the Mortgage. For purposes of this Exhibit A the capitalized terms not defined in the Mortgage are as follows:

1. "Well" means (i) any existing well identified in Exhibit A (including any reference to a well identification number and/or well name), including any replacement well drilled in lieu thereof, from which crude oil, natural gas or other Hydrocarbons are now or hereafter produced and (ii) any well at any time producing or capable of producing crude oil, natural gas or other Hydrocarbons, including any well that has been shut-in, has temporarily ceased production or on which workover, reworking, plugging and abandonment or other operations are being conducted or planned.
2. "RTI" means record title interest and "ORI" means operating rights interest.

All references contained in this Exhibit A to the Oil and Gas Properties are intended to include: (i) with respect to onshore properties, 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 with respect to offshore properties, the OCS lease number assigned to such lease by the BOEM, and (ii) all valid and existing amendments to such lease or other instrument of record in such county records or parish records, 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 interests sought to be affected by this Mortgage and for all other purposes.

Field	Area / Block	Lease No.	Lease Status	Lease Effective Date	Description	Acres	Operator	Interest Type
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

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