

June 18, 2025

Ref: 6675-37644

By email (boemadjudication@boem.gov)

Bureau of Ocean Energy Management
Attention: Adjudication Section
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
Mail Stop 276A
New Orleans, LA 70123

Re: Adjudication filings – OCS-G 35724,
Walker Ridge Block 107, OCS-G 35894,
Walker Ridge Block 106, OCS-G 35895,
Walker Ridge Block 150, OCS-G 36926,
Walker Ridge Block 151

Ladies and Gentlemen:

Please find attached the following instrument for filing in your records:


Ratification and Amendment of Memorandum of Operating Agreement and Financing Statement effective June 11, 2025, executed by Talos Petroleum, LLC (GOM No. 1834) (“Operator”), and the following “Non-Operators”: Shell Offshore Inc., (GOM No. 0689), Red Willow Offshore, LLC (GOM No. 2668), Talos Resources LLC (GOM No. 3065), CSL Exploration, LP (GOM No. 3194), Houston Energy, L.P. (GOM No. 1999), HE&D Offshore, L.P. (GOM No. 1699) and HEQ II Daenerys LLC (GOM No. 3757)

This document should be categorized under “No. 7, Contracts, Agreements and Conveyances”.

Please file this letter, together with the attached instrument, in the non-required filings maintained for each of OCS-G 35724, OCS-G 35894, OCS-G 35895 and OCS-G 36926. Also submitted is a pay.gov receipt for \$152 (\$38 x 4) to cover the fees for filing this instrument.

Should you have any questions or need any additional information, please do not hesitate to contact me at mbernard@gamb.com.

Sincerely,


Merry G. Bernard
Paralegal

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

RECEIVED
ADJUDICATION SECTION
JUN 17 2025

Received From :
CSC ERECORDING ACCOUNT

First MORTGAGOR

TALOS PETROLEUM L L C

First MORTGAGEE

TALOS RESOURCES L L C

Index Type : MORTGAGES

File # : 1710160

Type of Document : RATIFICATION

Book : 3578

Page : 831

Recording Pages : 15

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana.

Theresa A. Robichaux

Clerk of Court

eRecorded

On (Recorded Date) : 06/16/2025

At (Recorded Time) : 2:46:16PM

CLERK OF COURT
THERESA A. ROBICHAUX
Parish of Terrebonne
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 06/16/2025 at 2:46:16
Recorded in Book 3578 Page 831
File Number 1710160



Steph B. Lepe

Deputy Clerk

Additional Index Recordings

<u>Index Type</u>	<u>Book</u>	<u>Page</u>	<u>File #</u>
CON	2768	444	1710160

Return To : CSC ERECORDING ACCOUNT

Terrebonne Parish Recording Page

Theresa A. Robichaux

Clerk Of Court

P.O. Box 1569

Houma, LA 70361-1569

(985) 868-5660

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CSC ERECORDING ACCOUNT

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Return To : CSC ERECORDING ACCOUNT

RATIFICATION AND AMENDMENT OF
MEMORANDUM OF OPERATING AGREEMENT AND FINANCING STATEMENT

OUTER CONTINENTAL SHELF
GULF OF MEXICO

THIS RATIFICATION AND AMENDMENT OF MEMORANDUM OF OPERATING AGREEMENT AND FINANCING STATEMENT (this "**Ratification Agreement**") is entered into effective June 11, 2025, by and among Shell Offshore Inc. ("**SOI**"), Red Willow Offshore, LLC ("**Red Willow**"), Talos Resources LLC ("**Talos**"), Talos Petroleum, LLC ("**Talos Petroleum**"), CSL Exploration, LP ("**CSL**"), Houston Energy, L.P. ("**HE**"), HE&D Offshore, L.P. ("**HE&D**") and HEQ II Daenerys LLC ("**HEQ**"). SOI, Red Willow, Talos, Talos Petroleum, CSL, HE, HE&D and HEQ may herein be referred to individually as a "**Party**," or collectively as the "**Parties**."

WHEREAS, Talos, as Operator, and Red Willow and HE, as Non-Operators (also referred to therein as Non-Operating Parties) entered into that certain Offshore Operating Agreement, Daenerys Prospect, effective May 20, 2023 (the "**Daenerys OA**"), and CSL and HEQ executed a Ratification of Operation Agreement (Daenerys Prospect) pursuant to which HEQ and CSL each ratified and adopted the Daenerys OA as additional Non-Operators (also referred to in the Daenerys OA as Non-Operating Parties);

WHEREAS, Talos, as Operator, and Red Willow, HEQ and CSL executed that certain Memorandum of Operating Agreement and Financing Statement effective May 20, 2023 with respect to the Daenerys OA (the "**MOA**") and filed the MOA in Terrebonne Parish, Louisiana in Mortgage Book 3548, Page 686, File No. 1702032 and in Conveyance Book 2756, Page 386, File No. 1702032; and

WHEREAS, contemporaneously herewith, the Parties are executing and delivering that certain First Amendment, Ratification and Joinder of the Offshore Operating Agreement – Daenerys Prospect dated effective June 11, 2025 to, *inter alia*, recognize SOI, CSL, HEQ and HE&D as additional parties and Non-Operators to the Daenerys OA, designate Talos Petroleum LLC as Operator under the Daenerys OA, amend portions of Article 6.3 of Exhibit "F" to the Daenerys OA and update and replace Exhibit "A" to the Daenerys OA;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Attachment 1 to the MOA is hereby deleted in its entirety and replaced with Attachment 1 attached hereto.
2. The MOA is also amended to provide that the mortgage, lien, pledge and security interest granted by Talos Resources LLC under the MOA are to secure the following:

payment and performance by each of Talos Resources LLC and Talos Petroleum LLC of all its current and future obligations, and payment of all amounts due under

the Operating Agreement, including, but not limited to, payment by each such Party of its share of costs, plus attorney's fees, court costs, related collection costs and accrued interest on unpaid amounts due from time to time under the Operating Agreement, and the timely and proper payment by Operator to independent contractors and other persons entitled thereto performing work for the Joint Account of all sums advanced from time to time by the Non-Operators pursuant to the terms of the Operating Agreement.

Otherwise, the Parties acknowledge the reciprocal mortgages and security interests as set forth in the MOA.

3. Except as to the revisions expressly noted above, all other terms of the MOA shall remain unchanged and be valid and subsisting among the Parties, and the Parties do hereby ratify, confirm and adopt all of the same as amended herein as to the MOA.
4. This Ratification Agreement may be executed in multiple counterparts, each of which shall be considered to be an original instrument, but all of which together shall constitute one and the same Ratification Agreement.
5. This Ratification Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Louisiana, excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction.
6. Upon execution by all Parties, this Ratification Agreement shall be binding upon and inure to the benefit of the Parties and their respective approved successors and assigns.
7. The Parties hereby authorize the Operator (as identified on Attachment 1 hereto) to file this Ratification Agreement to provide record notice of this Ratification Agreement in the appropriate public records.

[Signature Page Follows]

IN WITNESS WHEREOF, this Ratification Agreement is executed by the Parties hereto as of the dates set forth in the respective signature blocks below, but effective as of the date first written above.

WITNESSES:

Patrick Burch

Printed Name: PATRICK BURCH

Lauren Jones

Printed Name: Lauren Jones

OPERATOR:

Talos Petroleum, LLC

By: Carl E. Comstock

Name: Carl E. Comstock

Title: Director Land

ACKNOWLEDGMENT

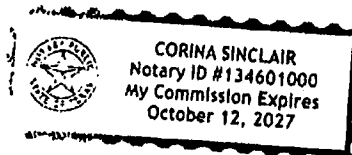
STATE OF TEXAS

COUNTY OF HARRIS

On this 10th day of June, 2025, before me appeared Carl E. Comstock, to me personally known who, being by me duly sworn, did say that he is Director Land of **Talos Petroleum LLC**, a Delaware limited liability company, and that said instrument was executed on behalf of said company, and the said person that appeared acknowledged said instrument to be the free act and deed of said company.

Corina Sinclair
Notary Public

Notary Name: Corina Sinclair
Notary Identification No. 134601000
My Commission Expires 10-12-27



WITNESSES:

Paul Burch

Printed Name: PATRICK BURCH

Lauren Jones

Printed Name: Lauren Jones

Talos Resources, LLC

By: Carl E. Comstock

Name: Carl E. Comstock

Title: Director Land

ACKNOWLEDGMENT

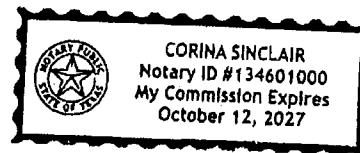
STATE OF TEXAS

COUNTY OF HARRIS

On this 10th day of June, 2025, before me appeared Carl E. Comstock, to me personally known who, being by me duly sworn, did say that he is Director Land of **Talos Resources LLC**, a Delaware limited liability company, and that said instrument was executed on behalf of said company, and the said person that appeared acknowledged said instrument to be the free act and deed of said company.

Corina Sinclair
Notary Public

Notary Name: Corina Sinclair
Notary Identification No. 134601000
My Commission Expires 10-12-27



WITNESSES:

[Signature]

Printed Name: Dan Greaser

[Signature]

Printed Name: EUSTIN CHILDERSEN

Red Willow Offshore, LLC

By: [Signature]

Name: William G. Bixler

Title: Vice President Exploration

ACKNOWLEDGMENT

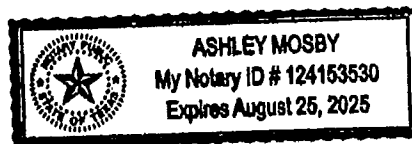
STATE OF TEXAS

COUNTY OF HARRIS

On this 12 day of June, 2025, before me appeared William G. Bixler, to me personally known who, being by me duly sworn, did say that he is Vice President Exploration for **Red Willow Offshore, LLC**, a Colorado limited liability company, and that said instrument was executed on behalf of said company, and the said person that appeared acknowledged said instrument to be the free act and deed of said company.

[Signature]
Notary Public

Notary Name: Ashley Mosby
Notary Identification No. 124153530
My Commission Expires 8/25/25



WITNESSES:

Don Kibwood

Printed Name: Don Kibwood

Kris Wood

Printed Name: Kris Wood

CSL Exploration, LP,
a Texas limited partnership

By: Steven J. Pully

Name: Steven J. Pully

Title: Independent Person

ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Dallas

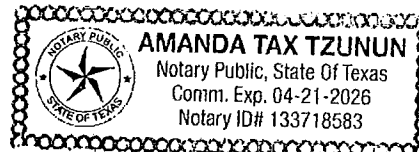
On this 13 day of June 2025, before me appeared Steven J. Pully, to me personally known who, being by me duly sworn, did say that he is the Independent Person of CSL Exploration, LP, a Texas limited partnership, and that said instrument was executed on behalf of said limited partnership by authority of its Independent Person, and the said appearer acknowledged said instrument to be the free act and deed of said limited partnership.

Amanda Tax Tzunun
Notary Public

Notary Name: Amanda Tax Tzunun

Notary Identification No. 133718583

My Commission Expires 04-21-2026



WITNESSES:

Martha Ann Moore

Printed Name: Martha Ann Moore

Matthew Meyers

Printed Name: Matthew Meyers

Houston Energy, L.P.

By: Sewanee Investments, LLC
its General Partner

By: [Signature] *gma*

Name: Heath Suire

Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

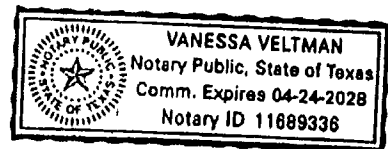
COUNTY OF HARRIS

On this 10th day of June, 2025, before me appeared Heath Suire, to me personally known who, being by me duly sworn, did say that he is Vice President for Sewanee Investments, LLC, a Texas limited liability company and being the General Partner of **Houston Energy, L.P.**, a Texas limited partnership, and that said instrument was executed on behalf of said limited partnership, and the said person that appeared acknowledged said instrument to be the free act and deed of said limited partnership.

Vanessa V. Veltman

Notary Public

Notary Name: Vanessa V. Veltman
Notary Identification No. 11689336
My Commission Expires 4-24-2028



WITNESSES:

HEQ II Daenerys, LLC

Martha Ann Moore

Printed Name: Martha Ann Moore

Matthew Meyers

Printed Name: Matthew Meyers

By: Heath Suire *AMS*

Name: Heath Suire

Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

On this 10th day of June, 2025, before me appeared Heath Suire, to me personally known who, being by me duly sworn, did say that he is Vice President of **HEQ II Daenerys, LLC**, a Delaware limited liability company, and that said instrument was executed on behalf of said company, and the said person that appeared acknowledged said instrument to be the free act and deed of said company.

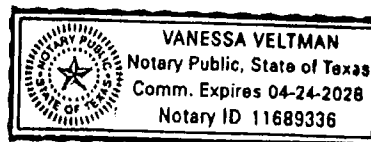
Vanessa V. Velton

Notary Public

Notary Name: Vanessa V. Velton

Notary Identification No. 11689336

My Commission Expires 4-24-2028



WITNESSES:

Martha Ann Moore

Printed Name: Martha Ann Moore

Matthew Meyers

Printed Name: Matthew Meyers

HE&D Offshore, L.P.

By: MKD Investments, LLC,
its General Partner

By: [Signature] *AMA*

Name: Heath Suire

Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

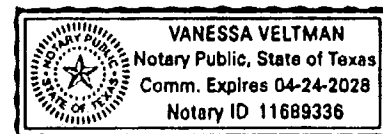
On this 10th day of June, 2025, before me appeared Heath Suire, to me personally known who, being by me duly sworn, did say that he is Vice President for MKD Investments, LLC, a Texas limited liability company and being the General Partner of **HE&D Offshore, L.P.**, a Texas limited partnership, and that said instrument was executed on behalf of said limited partnership, and the said person that appeared acknowledged said instrument to be the free act and deed of said limited partnership.

Vanessa Velman
Notary Public

Notary Name: Vanessa Velman

Notary Identification No. 11689336

My Commission Expires 4-24-2028



WITNESSES:

Mark Poehlmann

Printed Name: Mark Poehlmann

Muhammed S Ahmed

Printed Name: Muhammed S Ahmed

Shell Offshore Inc.

By: Christopher J. Gonsalves

Name: Christopher J. Gonsalves

Title: Attorney-in-Fact

ACKNOWLEDGMENT

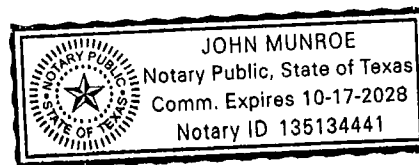
STATE OF TEXAS

COUNTY OF HARRIS

On this 13 day of June, 2025, before me appeared Christopher J. Gonsalves, to me personally known who, being by me duly sworn, did say that he is Attorney-in-Fact of **Shell Offshore Inc.**, a Delaware corporation, and that said instrument was executed on behalf of said corporation, and the said person that appeared acknowledged said instrument to be the free act and deed of said corporation.

John Munroe
Notary Public

Notary Name: John Munroe
Notary Identification No. 135134441
My Commission Expires 10/17/2028



Attachment 1 to Ratification Agreement

Attachment 1

to and made a part of that certain Memorandum of Operating Agreement and Financing State dated effective May 20, 2023 by and between Talos Petroleum LLC, as Operator, and Talos Resources LLC, Red Willow Offshore LLC, HEQ II Daenerys, LLC, CSL Exploration, LP, Shell Offshore Inc.,
HE&D Offshore, L.P. and Houston Energy, L.P.

DESCRIPTION OF LEASES, WORKING INTERESTS OF THE PARTIES, OPERATOR AND REPRESENTATIVES

- A. **Operator:** Talos Petroleum LLC
- B. **Contract Area and Leases:** OCS-G 35894, covering all of Walker Ridge Block 106
OCS-G 35724, covering all of Walker Ridge Block 107
OCS-G 35895, covering all of Walker Ridge Block 150
OCS-G 36926, covering all of Walker Ridge Block 151

C. **Working Interests of the Parties in the Contract Area are as follows:**

The BCP* Working Interest in the Leases are as follows:

Red Willow Offshore, LLC	25.0000%
Talos Resources, LLC	30.0000%
Shell Offshore Inc.	25.0000%
HEQ II Daenerys, LLC	10.0000%
CSL Exploration, LP	10.0000%
HE&D Offshore, L.P.	0.0000%
Houston Energy, L.P.	0.0000%
TOTAL	100.0000%

The ACP* Working Interest in the Leases are as follows:

Red Willow Offshore, LLC	22.5000%
Talos Resources, LLC	27.0000%
Shell Offshore Inc.	22.5000%
HEQ II Daenerys, LLC	9.0000%
CSL Exploration, LP	9.0000%
HE&D Offshore, L.P.	10.0000%
TOTAL	100.0000%

*As it relates to BCP Working Interests and ACP Working Interests, costs incurred before the Carry Point are BCP costs and those incurred after Carry Point are ACP costs and the interests and cost sharing obligations of the Parties are as shown above as the case may be. "Carry Point" means

that point in time when the Initial Test Well has been drilled to its Objective Depth, including Deepening, and all logging, coring and testing has been completed pursuant to the AFE and such information has been provided to the Participating Parties and the Operator of the Initial Test Well has made a recommendation to the Participating Parties under and pursuant to the OOA, as to further activity on the well, and all Exploratory Operations as it relates to the ITW have been concluded, including the permanent plugging and abandonment of the well or the temporary abandonment of the well if it is deemed to be productive and thereafter through release of the rig, as the case may be.

D. Permitted Encumbrances

*18.75% lease royalty

*3.00% (of 8/8ths) overriding royalty interest conveyed to HE&D Offshore, L.P. by the agreements listed as 1., 2., 3. and 4. in Section E. below (the "**HE&D ORRI**").

*1.00% (of 8/8ths) overriding royalty interest conveyed to WesternGeco L.L.C. or HEQ Royalties, LLC pursuant to the agreements listed as 5., 6., 7. and 8. in Section E. below (the "**WesternGeco ORRI**").

***Borne by all Parties proportionately to their Working Interests**

E. Agreements/Contracts

1. Assignment of Overriding Royalty and Carried Working Interest in Oil and Gas Lease by and between Houston Energy, L.P., et al., as Assignors, and HE&D Offshore, L.P., as Assignee, dated effective August 2, 2016, filed in the BOEM non-required files on December 1, 2016, and recorded in the Conveyance records of Terrebonne Parish, Louisiana in Book 2486, beginning at Page 284, under Entry No. 1524249. (Walker Ridge 106)
2. Assignment of Overriding Royalty and Carried Working Interest in Oil and Gas Lease by and between Houston Energy, L.P., et al., as Assignors, and HE&D Offshore, L.P., as Assignee, dated effective August 2, 2015, filed in the BOEM non-required files on December 21, 2015, and recorded in the Conveyance records of Terrebonne Parish, Louisiana in Book 2447, beginning at Page 636, under Entry No. 1497160. (Walker Ridge 107)
3. Assignment of Overriding Royalty and Carried Working Interest in Oil and Gas Lease by and between Houston Energy, L.P., et al., as Assignors, and HE&D Offshore, L.P., as Assignee, dated effective August 2, 2016, filed in the BOEM non-required files on December 1, 2016, and recorded in the Conveyance records of Terrebonne Parish, Louisiana in Book 2486, beginning at Page 289, under Entry No. 1524250. (Walker Ridge 150)
4. Assignment of Overriding Royalty and Carried Working Interest in Oil and Gas Lease by and between Houston Energy, L.P., et al., as Assignors, and HE&D Offshore, L.P., as Assignee, dated effective August 1, 2020, filed in the BOEM non-required files on

December 20, 2022, and recorded in the Conveyance records of Terrebonne Parish, Louisiana in Book 2696, beginning at Page 787, under Entry No. 1665116. (Walker Ridge 151)

5. Assignment of Overriding Royalty Interest in Oil and Gas Lease by and between Houston Energy, L.P., et al., as Assignors, and WesternGeco L.L.C., as Assignee, dated effective August 2, 2016, filed in the BOEM non-required files on December 19, 2016, and recorded in the Conveyance records of Terrebonne Parish, Louisiana in Book 2486, beginning at Page 294, under Entry No. 1524251. (Walker Ridge 106)
6. Assignment of Overriding Royalty Interest in Oil and Gas Lease by and between Houston Energy, L.P., et al., as Assignors, and WesternGeco L.L.C., as Assignee, dated effective August 2, 2015, filed in the BOEM non-required files on January 8, 2016, and recorded in the Conveyance records of Terrebonne Parish, Louisiana in Book 2448, beginning at Page 816, under Entry No. 1498243. (Walker Ridge 107)
7. Assignment of Overriding Royalty Interest in Oil and Gas Lease by and between Houston Energy, L.P., et al., as Assignors, and WesternGeco L.L.C., as Assignee, dated effective August 2, 2016, filed in the BOEM non-required files on December 19, 2016, and recorded in the Conveyance records of Terrebonne Parish, Louisiana in Book 2486, beginning at Page 299, under Entry No. 1524252. (Walker Ridge 150)
8. Assignment of Overriding Royalty Interest in Oil and Gas Lease by and between Houston Energy, L.P., et al., as Assignors, and HEQ Royalties, LLC, as Assignee, dated effective December 1, 2022, filed in the BOEM non-required files on May 2, 2023, and recorded in the Conveyance records of Terrebonne Parish, Louisiana in Book 2707, beginning at Page 549, under Entry No. 1671786. (Walker Ridge 151)

F. Notification Addresses and Company Representatives

Talos Resources LLC
333 Clay St., Suite 3300
Houston, Texas 77002
Attention: Carl Comstock
Telephone: (713) 380-4947
Email: Carl.Comstock@talosenergy.com

Red Willow Offshore, LLC
1415 Louisiana Street, Suite 4000
Houston, Texas 77002
Attention: Dan Greaser
Telephone: (281) 822-7542
Email: dgreaser@rwpc.us

Talos Petroleum LLC
333 Clay St., Suite 3300
Houston, Texas 77002

Attention: Carl Comstock
Telephone: (713) 380-4947
Email: Carl.Comstock@talosenergy.com

Houston Energy, L.P.
1200 Smith St., Suite 2400
Houston, Texas 77002
Attention: Heath Suire
Telephone: 713-650-8008
Email: hsuire@houstonenergyinc.com

HEQ II Daenerys, LLC
1200 Smith St., Suite 2400
Houston, Texas 77002
Attention: Heath Suire
Telephone: 713-650-8008
Email: hsuire@houstonenergyinc.com

CSL Exploration, LP

1000 Louisiana Street, Suite 7000
Houston, Texas 77002
Attention: Marshall White
Telephone: 713-400-6670
Email: mwhite@cathexis.com

HE&D Offshore, L.P.

1200 Smith St., Suite 2400
Houston, Texas 77002
Attention: Heath Suire
Telephone: 713-650-8008
Email: hsuire@houstonenergyinc.com

Shell Offshore, Inc.

150 N. Dairy Ashford
Houston, Texas 77079
Attention: Christopher Gonsalves
Telephone: (832) 337-4748
Email: c.j.gonsalves@shell.com

[End of Attachment 1]