



GENERATION
LAND MANAGEMENT

RECEIVED
ADJUDICATION SECTION
MAY 05 2026

P: (919) 593.1525
W: genlandmgmt.com

BOEM - ADJUDICATION

To Whom It May Concern:

I hope this letter finds you well, please see the enclosed Memorandum for recording. Additionally enclosed is the pay.gov receipt for recording. My contact information is below, please let me know if you have any questions. Thank you so much.

Memorandum of Agreement

Lease Numbers: OCS-G35732, OCS-G35080, OCS-G35081, OCS-G35733, OCS-G36084

Grantor: Talos Energy Offshore LLC

Grantee: SYNC Pipeline LLC

Category Name and Number: Non-Specific Document Filings, 99

Sincerely,

Peter J. Petrides, Esq.

919-593-1525

Peter@genlandmgmt.com

MEMORANDUM OF AGREEMENT

1. **Purpose.** This Memorandum of Agreement dated as of July 1st, 2025 (this "Agreement") is executed pursuant to that certain Oil Gathering Agreement between Talos Energy Offshore LLC and SYNC Pipeline, LLC, dated July 1, 2025 (the "Master Agreement") and this Agreement (i) binds the parties hereto to the agreements and covenants contained herein and (ii) effects notice to third parties of the agreements and covenants contained herein and therein.
2. **Description of the Property.** This Agreement and the Master Agreement affect Producer's rights, title, and interest (whether now owned or hereafter acquired), but limited to the working interest percentage set forth below, in and to any liquid hydrocarbons ("Oil"), including gas liquids, underlying the lands located offshore Louisiana, Gulf of Mexico, Outer Continental Shelf, in the areas and Blocks listed below (collectively, the "Dedicated Leases"):

Area	Block(s)	BOEM Lease #	Working Interest % Dedicated to Company
WR	227	OCS-G 35732	29.7619%
WR	271	OCS-G 35080	29.7619%
WR	272	OCS-G 35081	29.7619%
WR	315	OCS-G 35733	29.7619%
WR	316	OCS-G 36084	29.7619%

3. **Consideration.** Producer and Company executed and entered into this Agreement, the Master Agreement, and the Oil Agreement for and in consideration of, among other things, the execution of, and the premises and mutual covenants contained in, this Agreement, the Master Agreement, and the Oil Agreement, including, without limitation, the agreements described in Sections 4-7 below, and other good and valuable consideration (the receipt and sufficiency of which is hereby confirmed and acknowledged).
4. **Tender and Commitment of Reserves.** Producer dedicated, covenanted, and committed (subject to the terms and conditions of the Master Agreement), and Producer hereby dedicates, covenants, and commits, to Company for delivery to, and gathering by, Company Oil owned or controlled by Producer, up to its Working Interest percentage shown in Section 2 above, and underlying or produced from the Dedicated Leases. In addition, Producer agreed, and agrees, that any attempted assignment or transfer of any interest in such Dedicated Leases, will be null and void, as more fully described in the Master Agreement, unless such transfer includes an express provision stating that such assignment or transfer is made subject to the terms of this commitment and the transferee agrees to be bound by the terms and conditions of this Agreement and the Master Agreement.
5. **Agreement to be Bound.** Company and Producer have executed and entered into this Agreement and the Master Agreement for the consideration herein and therein described and hereby agree that the terms and conditions of this Agreement contain all necessary terms and conditions for the agreements described herein to be binding upon the Parties, and Company and Producer agree to be bound by the terms and conditions of this Agreement and the Master Agreement. Company and Producer acknowledge and agree that (i) this Agreement has been executed in addition to the Master Agreement, and not as a replacement, supplement, or other

amendment to any of the terms and conditions in the Master Agreement and (ii) the Master Agreement contains terms and conditions similar to those described herein and covering the subject matter hereof as well as other terms and conditions. The terms and conditions of this Agreement and the Master Agreement will be construed together, but the terms and conditions contained in the Master Agreement will govern and control any conflicts, ambiguities, or inconsistencies between the terms and conditions of this Agreement and the Master Agreement.

6. Names and Addresses of Parties.

If to Company:

SYNC PIPELINE LLC

c/o Genesis Energy, L.P.

Attn: Will Rainsberger

811 Louisiana Street, Suite 1200

Houston, Texas 77002

Phone: (713) 860-2500

Email: will.rainsberger@genlp.com

With copy to (which shall not constitute notice):

GenesisLegal@genlp.com

If to Producer:

TALOS ENERGY OFFSHORE LLC

333 Clay Street, Suite 3300

Houston, Texas 77002

Attn: Kevin Romero – Oil Marketing

Email: kevin.romero@talosenergy.com

Phone: (713) 335-6908


7. Release. Upon termination of the Master Agreement for any reason the Parties will, as soon as reasonably practicable, jointly execute and record a release and termination of this Memorandum Agreement, and no release other than by all Parties will be effective.

8. Miscellaneous. This Agreement (i) may be executed in multiple counterparts, each of which, when executed, will be deemed an original, and all of which will constitute but one and the same instrument, (ii) may be enforced as set forth in the Master Agreement and (iii) WILL BE GOVERNED BY TEXAS LAW. Any attempted assignment or transfer of any or all of the rights or obligations under this Agreement is invalid and void unless such assignment or transfer is made in accordance with Section 18.5 of the Master Agreement.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement as of the date first written in the Preamble.

“COMPANY”

SYNC PIPELINE LLC

By: 


Printed Name: WILLIAM W. RAMSBERGER

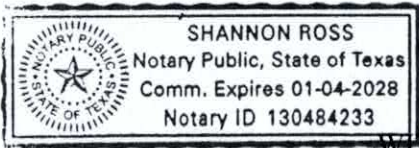
Title: SVP

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on April 7th, 2020, by WILLIAM W. RAMSBERGER, the SVP of Sync Pipeline LLC, on behalf of said company.


Notary Public, State of Texas



WITNESSES:

By: Sheila Pavlica

Printed Name: Sheila Pavlica

By: 

Printed Name: SC McAninch

"PRODUCER"

TALOS ENERGY OFFSHORE LLC

By: [Signature]

Printed Name: Zachary Dailey

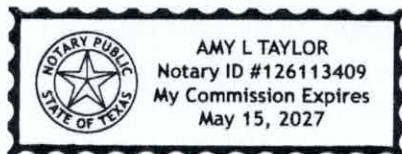
Title: CFO

KJR
GTM
APB

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on March 24th, 2021, by Zachary B. Dailey the CFO of Talos Energy on behalf of said Company.



[Signature]
Notary Public, State of Texas

WITNESSES:

By: [Signature]

Printed Name: Laura Williams

By: [Signature]

Printed Name: Kyle Sahji