

Waring & Associates Corporation

1101 Dealers Ave, Suite 200 • New Orleans, LA 70123

May 5, 2025

RECEIVED
ADJUDICATION SECTION
MAY 14 2025

Via Email: boemadjudication@boem.gov

United States Dept of Interior, Bureau of Ocean Energy Management
Attention: Adjudication Dept
1201 Elmwood Park Blvd
New Orleans, LA 70123

Dear BOEM Adjudication,

Enclosed please find one (1) copy of the following:

Title of Document: Assignment and Bill of Sale:

Identities of Parties to Document: SOJITZ ENERGY VENTURE, INC. as Assignor to TALOS ENERGY PHOENIX LLC as Assignee.

Leases Affected: G34971, G15563, G26302, G35658, G33242, G16727

Category to be Filed: 7 = Contracts, Agreements and Conveyances

Service Fees: Pay.gov receipt attached for \$228 (\$38 x 6 leases)

Thank you for your kind assistance,

Very truly yours,

Charles Miller III

Charles Miller III
Waring & Associates
1101 Dealers Ave, Suite 200
New Orleans, LA 70123
cmiller@ocsbbs.com
cell (504) 439-3164

CMM
Enclosures



Charles Miller III, RL, MBA
Landman
Louisiana Land Abstracts & Archive, LLC
1101 Dealers Ave, Suite 200
New Orleans, LA 70123

Re: Recordation of Assignment and Bill of Sale
Sojitz Energy Venture, Inc.

Dear Mr. Miller:

Please find enclosed an Assignment and Bill of sale in connection with the above referenced matter. Please have recorded and return a certified copy with the recordation information affixed. Please advise total cost of same. Thank you so much for your help on this.

Sincerely,

Adams & Reese



Mary Cuenca

/mc
Encl.

ASSIGNMENT AND BILL OF SALE

OFFSHORE LOUISIANA

US GULF OF AMERICA

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") is executed and delivered by SOJITZ ENERGY VENTURE, INC., a Delaware corporation ("Assignor"), whose address is 842 West Sam Houston Parkway North Suite 500, Houston, Texas 77024, to Sojitz Corporation, a foreign entity ("Assignee"), whose address is, 1-1, Uchisaiwai-cho 2-chome, Chiyoda-ku, Tokyo 100-8691, JAPAN dated effective at 12:01 a.m., Central Time, on April 1, 2025 (the "Effective Date").

ARTICLE I

Assignment of Assets

Section 1.1 Assignor, for Five Hundred Thirty Two Thousand Two Hundred and No/100 Dollars (\$532,200.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, by these presents does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER all of its right, title and interest unto Assignee, subject to the terms and provisions herein contained and in that certain Assignment and Bill of Sale ("SEV Assignment and Sale") dated by and between and SEV and Talos Energy Phoenix LLC filed with the Clerk of Court for the Parish of Terrebonne, State of Louisiana, File # 1557809, Book of Conveyances No. 2535, Page 852, the Assigned Percentage in and to, the remaining sums due pursuant to Assignor for the **Earn-out NPI** and the **Earn-out NPI Payments**, the ("Assets") which are more particularly described and provided for in the Agreement of Sale and Purchase by and between Assignor and Talos Energy Phoenix LLC in Section 4.3, referenced herein and which said Article IV of same is also attached to this Assignment as Exhibit "A" and made a part hereof with the same force and effect as if set out at length herein..

TO HAVE AND TO HOLD the Assets, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

ARTICLE II

Special Warranty of Title

Section 2.1 The Assets are assigned to and accepted by assignee without any representation or warranty of title or value whatsoever, express, implied, statutory or otherwise.

ARTICLE III

Disclaimer of Representations and Warranties

Section 3.1 ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WITHOUT IMITATION OF THE FOREGOING, THE ASSETS SHALL BE CONVEYED PURSUANT HERETO WITHOUT (a) ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE RELATING TO TITLE TO THE ASSETS, THE CONDITION, QUANTITY, QUALITY FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES; (b) AND ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. ASSIGNEE HAS INSPECTED THE ASSETS, BOOKS, RECORDS, DOCUMENTS AND/OR DATA RELATED THERETO, FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR AMOUNT, TITLE AND ESTABLISHMENT OF THE EARN-OUT NPI. SUBJECT TO THE TERMS OF THE ASSIGNMENT THE ASSETS ARE ACCEPTED BY ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION.



ARTICLE IV

Miscellaneous

Section 4.1 Separate Assignments. Any separate assignments which have been, or will be, executed for filing with and approval by applicable governmental agencies and authorities (a) shall evidence the assignment of the applicable Assets herein made, and shall not constitute any additional assignment of the Assets, (b) are not intended to modify, and shall not modify, any of the terms or provisions set forth in this Assignment, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

Section 4.2 Successors and Assigns. All of the provisions hereof, including without limitation the provisions of Exhibit A attached hereto and made a part hereof, shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. All references herein to either Assignor or Assignee, and all references in Exhibit A to either Seller (being the same as Assignor herein) or Buyer (being the same as Assignee herein), shall include their respective successors and assigns.

Section 4.3 Agreement of Sale and Purchase. This Assignment is subject to the terms and provisions of that certain Agreement of Sale and Purchase dated effective September 1, 2016 between Assignor and Talos Energy Phoenix LLC. A true and complete copy of such Agreement of Sale and Purchase is, upon written request, available for review in the offices of Assignor or Assignee by any third party having a bona fide reason to review same, subject to the execution of a mutually acceptable confidentiality agreement and such other restrictions as the disclosing party may in its sole, but reasonable, discretion place thereon.

Section 4.4 Additional terms and conditions. This assignment is also particularly subject to the terms and provisions of Article IV of that certain Agreement of Sale and Purchase dated effective September 1, 2016, which is also attached to this Assignment as Exhibit "A" and made a part hereof with the same force and effect as if set out at length herein, and reference to which Exhibit "A" is made for all purposes.

Section 4.5 Defined terms. All capitalized terms, used, but not defined in Exhibit "A", shall have the meanings given to them in that Agreement of Sale and Purchase referenced above.

SECTION V

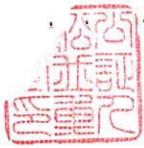
CFIUS AND PATRIOT ACT

Section 5.1 CFIUS Covenant. The Committee on Foreign Investment in the United States ("CFIUS"), organized under the U.S. Department of Treasury, is an inter-agency body of the U.S. federal government that has the authority to review, in relevant part, foreign acquisitions of certain real estate to ascertain whether the transactions threaten to impair U.S. national security. The parties agree that: (i) the Assignee is a "foreign person" as defined in 31 CFR §802.221; (ii) the Property that is the subject of this agreement is "covered real estate" as defined in 31 CFR §802.211; (iii) this agreement is a "covered real estate transaction" as defined in 31 CFR §802.212; and (iv) therefore, CFIUS has jurisdiction over this agreement. Assignee and Assignor agree that, notwithstanding the foregoing, they have decided not to submit a voluntary declaration or file a voluntary notice to the Committee in connection with this agreement. However, if after closing, CFIUS requires either Assignor and/or Assignee to submit such a voluntary declaration or file such a voluntary notice pursuant to 31 C.F.R. Part 802 ("CFIUS Filing"), Assignor and Assignee ("i") shall cooperate to prepare, submit, and conclude review of the CFIUS filing, including by providing such information to the other as is reasonably requested by the other in order to comply with such requests; (ii) shall consult with the other, to the extent practicable, prior to any meetings, by telephone, video conference, or in person, with CFIUS staff or any other governmental authority relating to the CFIUS Filing, and each of Assignor and Assignee



shall have the right to have a representative present at any such meeting, and (iii) Assignee shall pay all applicable filing fees payable in connection with the CFIUS Filing and related activity.

[See Attached Signature Page]



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the dates of their respective acknowledgements set forth below, to be effective however, as of the Effective Date.

Address: 842 West Sam Houston Parkway North
Suite 500
Houston, Texas 77024

SOJITZ ENERGY VENTURE, INC.

BY: 
Name: Shohei Kuroda
Director, Senior Vice President

Address: 1-1 Uchisaiwai-cho-2 chome
Chiyodoa-ku
Tokyo 100-8691

SOJITZ CORPORATION

BY: 
Name: Daisuke Sugiyama
General Manager,
Energy Solutions Business Dept.3



Registered No. 0369

NOTARIAL CERTIFICATE

This is to certify that Mitsuyoshi Tomihama, an agent of Shohei Kuroda, Director, Senior Vice President of SOJITZ ENERGY VENTURE, INC., and Daisuke Sugiyama, General Manager, Energy Solutions Business Dept.3 of SOJITZ CORPORATION, has stated in my very presence that said Shohei Kuroda and Daisuke Sugiyama have acknowledged themselves to have affixed their signatures to the attached document.

Dated this 1st day of April, 2025.



MATSUNAMI Shigeo

Notary

1-18-1 Shimbashi, Minato-ku, Tokyo, Japan
Tokyo Legal Affairs Bureau



令和7年登簿第

0369 号

認

証

添付書面の作成者である SOJITZ ENERGY VENTURE, INC. Director, Senior Vice President 黒田昇平及び双日株式会社 エネルギーソリューション事業第三部・部長 杉山大介の代理人 富濱光由は本職に対し、前記作成者らがその署名をそれぞれ自認している旨、陳述した。

よって、これを認証する。

令和7年 1 月 1 日、本公証人役場において

東京都港区新橋1丁目18番1号

東京法務局所属

公証人

Notary

Handwritten signature of Matsunami Shigeo and a red square seal.

MATSUNAMI Shigeo

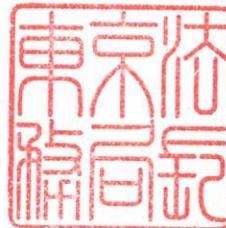
証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

令和7年 4 月 1 日

東京法務局長

山口敬之



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

- 1. Country: JAPAN
This public document
- 2. has been signed by MATSUNAMI Shigeo
- 3. acting in the capacity of Notary of the Tokyo Legal Affairs Bureau
- 4. bears the seal/stamp of MATSUNAMI Shigeo, NOTARY
Certified
- 5. at Tokyo
- 6. April 1, 2025
- 7. by the Ministry of Foreign Affairs
- 8. 25- NO 017764
- 9. Seal/stamp:
- 10. Signature



Handwritten signature of Tsuge Ryoji.

TSUGE Ryoji

For the Minister for Foreign Affairs

ASSIGNMENT AND BILL OF SALE

OFFSHORE LOUISIANA

US GULF OF MEXICO

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") is executed and delivered by SOJITZ ENERGY VENTURE, INC., a Delaware corporation ("Assignor"), whose address is 2000 West Sam Houston Parkway South, Suite 1450, Houston, Texas 77042, to TALOS ENERGY PHOENIX LLC, a Delaware limited liability company ("Assignee"), whose address is 500 Dallas Street, Suite 2000, Houston, Texas 77002, dated effective at 12:01 a.m., Central Time, on September 1, 2016, (the "Effective Date").

ARTICLE I

Assignment of Assets

Section 1.1 Assignor, for One Hundred and No/100 Dollars (\$100.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, by these presents does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee, subject to the terms and provisions herein contained, the Assigned Percentage in and to, or otherwise derived from, the following described properties, rights and interests (of whatever kind or character, whether legal or equitable, and whether vested or contingent (as used in this Assignment, "Assigned Percentage" shall mean all of Assignor's right, title and interest):

- (a) the Leases and any ratifications, renewals, extensions or amendments related to such Leases. As used in this Assignment, "Leases" shall mean the following OCS leases located in the Phoenix Field in Green Canyon, Central Gulf of Mexico, Offshore Louisiana, to wit:

OCS-G 34971 - Green Canyon Block 236;

OCS-G 15563 - Green Canyon Block 237;

OCS-G 26302 - Green Canyon Block 238;

OCS-G 35658 - Green Canyon Block 280;

OCS-G 33242 - Green Canyon Block 281; and

OCS-G 16727 - Green Canyon Block 282,

including, without limitation, record title interests, operating rights interests, working interests, net revenue interests, royalty interests, overriding royalty interests and any other interest in or affecting same whether described or not; **SAVE AND EXCEPT** the "Earn-out NPI" and Assignor's right to receive any associated "Earn-out NPI Payments" which are reserved by Assignor and excluded

EXHIBIT
A

from this Assignment as provided herein.

- (b) any and all oil and gas wells, salt water disposal wells, injection wells and other wells and wellbores located on, and all working interest and net revenue interests therein, whether abandoned, not abandoned, plugged or unplugged, located on the Leases (collectively, the "Wells");
- (c) all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders (including, without limitation, all units formed under orders, rules, regulations, or other official acts of any federal, state or other authority having jurisdiction, and voluntary unitization agreements, designations and/or declarations) to the extent that they relate to any of the Leases or other properties described in subsections (a) and (b) above;
- (d) all natural gas, casinghead gas, drip gasoline, natural gasoline, natural gas liquids, condensate, products, crude oil and other hydrocarbons, whether gaseous or liquid, produced or drained from or allocable to the Assets (as hereinafter defined) on and after the Effective Date;
- (e) all presently existing and valid production sales contracts, operating agreements, production handling agreements, permits, licenses, servitudes, easements, rights-of-way, orders, gas purchase and sale contracts (wherein Assignor or one or more of its Affiliates is a selling party), crude purchase and sale agreements (wherein Assignor or one or more of its Affiliates is a selling party), surface leases, farmin agreements, farmout agreements, bottom hole agreements, acreage contribution agreements, processing agreements, transportation and marketing agreements, options, leases of equipment or facilities and other contracts, agreements and rights, to the extent assignable and further to the extent that they relate or are attributable to the Assigned Percentage in any of the Leases or other properties described in subsections (a), (b), (c) and (d) above, including but not limited to those contracts and agreements listed on Exhibit A-1 and or referenced in any such contracts or agreements (the "Contracts"); and
- (f) all platforms, caissons, subsea production systems, subsea tie-backs and facilities, structures, facilities, foundations, wellheads, materials, supplies, machinery, equipment, improvements and other real or personal property and fixtures situated on, or being fabricated or constructed specifically for, the Leases and/or used in the operation of the Assets, including well equipment, casing, rods, tanks, boilers, buildings, tubing, pumps, motors, fixtures, machinery, inventory, separators, dehydrators, compressors, treaters, power lines, field processing facilities, flowlines, umbilicals, gathering lines, transmission lines and all other pipelines used or held specifically for use in connection with the Wells and Leases, whether or not located on the premises of the lands covered by the Leases, including all such items listed in this subsection (f) acquired for the joint account under the Offshore Operating Agreement(s), as amended, between Assignor and Assignee (or their respective predecessors in interest) which currently govern operations on the Leases (collectively, the "Facilities and Equipment"); and
- (g) copies of all of the files, records and data relating to the items described in

subsections (a), (b), (c), (d), (e) and (f) above, such as lease files, land files, division order files, production records, well files, accounting records (but not including general financial accounting or tax accounting records), and other similar files and records (the "Records"), including, without limitation, title records (including abstracts of title, title opinions, title reports and title curative documents); contracts; correspondence; and production records, logs, core data, pressure data and decline curves and graphical production curves and all related matters, but excluding any such files, records and data that are subjected to any attorney-client or other legal privilege or that constitute Excluded Assets.

Assignor's Interest in properties, rights and interests specified in the foregoing subsections (a), (b) and (c), except for the Excluded Assets, as defined below, are herein sometimes collectively called the "**Oil and Gas Properties,**" and individually an "**Oil and Gas Property,**" and Assignor's Interest in properties, rights and interests specified in the foregoing subsections (a), (b), (c), (d), (e), (f) and (g), except for the Excluded Assets, are herein sometimes collectively called the "Assets" and individually an "Asset."

Section 1.2 There is excluded from this Assignment and the Assets and reserved unto Assignor the following described interests, rights and properties (collectively, the "Excluded Assets"):

- (a) all rights and choses in action, arising, occurring or existing in favor of Assignor prior to the Effective Date or arising out of the operation of or production from the Oil and Gas Properties prior to the Effective Date (including, but not limited to, any and all contract rights, claims, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, erroneous payments or other claims of any nature in favor of Assignor and relating and accruing to any time period prior to the Effective Date);
- (b) all corporate, financial, tax and legal (other than title) records of Assignor;
- (c) all Hydrocarbon production from or attributable to the Assets with respect to all periods prior to the Effective Date, and all proceeds attributable thereto;
- (d) any refund of costs, taxes or expenses actually paid by Assignor;
- (e) any other right or interest in and to the Assets to the extent attributable to the period prior to the Effective Date;
- (f) originals of all Records;
- (g) all deposits, cash, checks, funds and accounts receivable attributable to the Assets with respect to any period of time prior to the Effective Date;
- (h) all computer or communications software or intellectual property (including tapes, data and program documentation and all tangible manifestations and technical information relating thereto) owned, licensed or used by Assignor; and
- (i) any logo, service mark, copyright, trade name or trademark of or associated with

Assignor or any Affiliate of Assignor or any business of Assignor.

Section 1.3 The Assets and the Oil and Gas Properties do not include, and Assignor expressly reserves from this Assignment and retains unto itself, its successors and assigns, an “Earn-out NPI” and the right to receive any associated “Earn-out NPI Payments”, as more fully described and provided for in Article IV of the Agreement of Sale and Purchase between Assignor and Assignee referenced in Section 4.3 below, which Article IV is also attached to this Assignment as Exhibit A-2 and made a part hereof with the same force and effect as if set out at length herein, and reference to which Exhibit A-2 is hereby made for all purposes.

TO HAVE AND TO HOLD the Assets, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

ARTICLE II

Special Warranty of Title

Section 2.1 The Assets are assigned to and accepted by Assignee without any representation or warranty of title or value whatsoever, express, implied, statutory or otherwise, except that Assignor hereby binds itself, its successors and assigns, to warrant and forever defend all and singular unto Assignee title in and to the Assets against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

ARTICLE III

Disclaimer of Representations and Warranties

Section 3.1 EXCEPT FOR THE SPECIAL WARRANTY OF TITLE IN SECTION 2.1 OF THIS ASSIGNMENT, ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING AND, EXCEPT FOR SUCH SPECIAL WARRANTY OF TITLE, THE ASSETS SHALL BE CONVEYED PURSUANT HERETO WITHOUT (a) ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE RELATING TO TITLE TO THE ASSETS, THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE OR (b) ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. ASSIGNEE HAS INSPECTED OR WAIVED ITS RIGHT TO INSPECT THE ASSETS FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS AND OTHER MAN MADE FIBERS, OR NATURALLY OCCURRING RADIOACTIVE MATERIALS. ASSIGNEE IS RELYING SOLELY UPON SUCH SPECIAL WARRANTY OF TITLE AND

ITS OWN INSPECTION OF THE TITLE TO AND CONDITION OF THE ASSETS, AND, SUBJECT TO THE TERMS OF THIS ASSIGNMENT, ASSIGNEE ACCEPTS ALL OF THE SAME IN THEIR "AS IS", "WHERE IS" CONDITION.

ARTICLE IV

Miscellaneous

Section 4.1 Separate Assignments. Any separate assignments which have been, or will be, executed for filing with and approval by applicable governmental agencies and authorities (a) shall evidence the assignment of the applicable Assets herein made, and shall not constitute any additional assignment of the Assets, (b) are not intended to modify, and shall not modify, any of the terms or provisions set forth in this Assignment, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

Section 4.2 Successors and Assigns. All of the provisions hereof, including without limitation the provisions of Section 1.3 and Exhibit A-2 attached hereto and made a part hereof, shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. All references herein to either Assignor or Assignee, and all references in Exhibit A-2 to either Seller (being the same as Assignor herein) or Buyer (being the same as Assignee herein), shall include their respective successors and assigns.

Section 4.3 Agreement of Sale and Purchase. This Assignment is subject to the terms and provisions of that certain Agreement of Sale and Purchase dated effective September 1, 2016 between Assignor and Assignee. A true and complete copy of such Agreement of Sale and Purchase is, upon written request, available for review in the offices of Assignor or Assignee by any third party having a bona fide reason to review same, subject to the execution of a mutually acceptable confidentiality agreement and such other restrictions as the disclosing party may in its sole, but reasonable, discretion place thereon.

[See Attached Signature Page]

EXHIBIT A-1

To Assignment and Bill of Sale from Sojitz Energy Venture, Inc., as Assignor, to Talos Energy Phoenix LLC, as Assignee, dated effective September 1, 2016 at 12:01 am, Central Time

CONTRACTS

1. Participation Agreement dated September 30, 2007 between Energy Resource Technology GOM, Inc. and Sojitz GOM Deepwater, Inc.
2. First Amendment to Participation Agreement dated effective October 15, 2007 by and between Energy Resource Technology GOM, Inc. and Sojitz GOM Deepwater, Inc.
3. Second Amendment to Participation Agreement dated effective May 28, 2008 by and between Energy Resource Technology GOM, Inc. and Sojitz GOM Deepwater, Inc.
4. Offshore Operating Agreement dated effective September 30, 2007 between Energy Resource Technology GOM, Inc. and Sojitz GOM Deepwater, Inc.
5. First Amendment to Offshore Operating Agreement dated effective May 28, 2008 by and between Energy Resource Technology GOM, Inc. and Sojitz GOM Deepwater, Inc.
6. Crude Purchase Contract dated effective May 1, 2010 between Shell Trading (US) Company and Sojitz Energy Venture, Inc., as amended
7. Assignment of Deep Rights and P&A Liability Letter Agreement dated September 20, 2012 by and between Energy Resource Technology GOM, Inc., Sojitz Energy Venture, Inc., BHP Billiton Petroleum (Deepwater) Inc. and Chevron U.S.A. Inc.
8. Gas Gathering and Interconnect Agreement dated effective October 15, 2010 by and between Enterprise Field Services, LLC, Energy Resource Technology GOM, Inc., Helix Energy Solutions Group Inc., and Sojitz GOM Deepwater, Inc.
9. Gas Processing Agreement dated July 1, 2011 between Sojitz Energy Venture, Inc. and Enterprise Gas Processing, LLC
10. Raw Make Purchase Letter Agreement For The Neptune Gas Plant dated August 9, 2011 between Sojitz Energy Venture, Inc., Enterprise Products Operating L.P. and Enterprise Gas Processing, LLC
11. Letter Agreement Terminating Existing Contracts in the Phoenix Field, Green Canyon Block 237, Offshore Louisiana, Outer Continental Shelf, Gulf of Mexico dated October 15, 2010 by and between Enterprise Field Services, LLC, Energy Resource Technology GOM, Inc., Helix Energy Solutions Group Inc. and Sojitz GOM Deepwater, Inc.
12. Service Agreement dated July 1, 2011 by and between Nautilus Pipeline Company, LLC and Sojitz Energy Venture, Inc.
13. Nautilus Liquids Transportation Agreement dated July 1, 2011 between Nautilus Pipeline Company, L.L.C. and Sojitz Energy Venture, Inc.
14. Liquids Separation Agreement dated July 1, 2011 by and between Sojitz Energy Venture, Inc. and Manta Ray Offshore Gathering Company, L.L.C.
15. Ratification of Gas Processing Agreement effective April 1, 2010 by and between Energy Resource Technology, Inc., Crosstex Pelican, LLC and Sojitz GOM Deepwater, Inc.
16. Successor Natural Gas Processing Agreement dated July 1, 2006 between Energy Resource Technology, Inc. and Targa Midstream Services Limited Partnership

17. Amendment to Gas Processing Agreement #021802 dated effective June 1, 2010 between Targa Midstream Services Limited Partnership and Sojitz GOM Deepwater, Inc.
18. Assignment of Overriding Royalty Interest in Green Canyon Block 281 (Lease OCS-G 33242) dated effective June 1, 2009 between Energy Resource Technology GOM, Inc. and Sojitz Energy Venture, Inc., as Assignors; and Chevron U.S.A. Inc., as Assignee
19. Assignment of Overriding Royalty Interest in Green Canyon Block 237 (Lease OCS-G 15563) dated effective July 2, 2006 between Energy Resource Technology GOM, Inc. and Sojitz Energy Venture, Inc., as Assignors; and Chevron U.S.A. Inc. and BHP Billiton Petroleum (Deepwater) Inc., as Assignees
20. Deepwater Production Handling and Operating Services Agreement dated effective June 1, 2016 between Energy Resource Technology GOM, Inc. and Sojitz Energy Venture, Inc.
21. Offshore Connection Agreement dated April 12, 2010 between Enterprise Field Services, LLC and Shell GOM Pipeline Company LLC
22. Memorandum of Agreement dated October 15, 2010 between Enterprise Field Services, Energy Resource Technology GOM, Inc., Sojitz GOM Deepwater, Inc. and Helix Energy Solutions Group, Inc.
23. Amendment and Ratification of Offshore Operating Agreement Phoenix Field dated July 20, 2015 between Energy Resource Technology GOM, LLC, Talos Energy Offshore LLC and Sojitz Energy Venture, Inc.
24. Amendment and Ratification of Offshore Operating Agreement Phoenix Field and Tornado Prospect dated July 15, 2015 between Energy Resource Technology GOM, LLC, Talos Energy Offshore LLC, Sojitz Energy Venture, Inc. and Deep Gulf Energy III, LLC
25. Second Amendment of Offshore Operating Agreement and Establishment of the Tornado Prospect Offshore Operating Agreement dated October 15, 2016 between Energy Resource Technology GOM, LLC, Talos Energy Offshore LLC, Sojitz Energy Venture, Inc. and Deep Gulf Energy III, LLC

EXHIBIT A-2

To Assignment and Bill of Sale from Sojitz Energy Venture, Inc., as Assignor, to Talos Energy Phoenix LLC, as Assignee, dated effective September 1, 2016 at 12:01 am, Central Time

ARTICLE IV
Earn-Out NPI

Section 4.1. Earn-out NPI. In addition to the Purchase Price to be paid at Closing, Seller reserves and Buyer hereby agrees to pay to Seller future payment(s) equal to (and measured by) the Earn-out NPI Percentage of the Net Profits, as determined by and calculated in accordance with the terms of this **Article IV**, of the Subject Hydrocarbons (the "**Earn-out NPI**"), all as more fully described and subject to the terms herein. Buyer agrees that from and after Closing and for so long as Seller may be entitled to receive Earn-out NPI Payments, Buyer shall market, sell and dispose of all Hydrocarbons that may be produced from the Leases pursuant to one or more arms-length contracts, containing terms and provisions customary for the marketing, sale and disposition of Hydrocarbons produced in the area of the Leases, as would a reasonably prudent operator under the same or similar circumstances (as reasonably determined in good faith by Buyer), and in no event shall Buyer market, sell or dispose of any of the Subject Hydrocarbons on terms different from the other Hydrocarbons that may be produced from the Leases in which Buyer owns an interest.

Notwithstanding anything herein to the contrary, the obligation of Buyer to make, and the rights of Seller to receive hereunder any Earn-out NPI Payments shall expire and terminate once the aggregate amount of the Earn-out NPI Payments made to Seller hereunder has equaled Ten Million U.S. Dollars (\$10,000,000.00) and upon such event Buyer's obligation to make further Earn-out NPI Payments pursuant to the terms of this **Article IV** shall terminate without any further action on the part of either of the Parties.

Section 4.2. No Proportionate Reduction. It is understood and agreed that the Earn-out NPI shall be determined based on all of Buyer's right, title and interest in and to the Subject Interests as of the Closing. In the event Buyer grants or imposes any burdens or encumbrances of any type on the Subject Interests after Closing, it is understood and agreed that such burdens and encumbrances shall have no effect on the calculation of or Seller's right to receive any Earn-out NPI Payments to which it may be entitled. Any attempt by Buyer to grant or impose any burden or encumbrance of any type on the Subject Interest after Closing which would have the effect of adversely affecting the calculation of or Seller's right to receive any Earn-out NPI Payments to which it may be entitled shall be void *ab initio* to the extent such burden or encumbrance would have such an adverse effect.

Section 4.3. Net Profits Account. Buyer shall establish on its books a net profits account for the benefit of Seller in order to account for the payment of the Earn-out NPI to Seller pursuant to the terms and conditions of this Agreement (herein called the "**Net Profits Account**"), such Net Profits Account to be maintained in accordance with sound, accurate and comprehensive accounting practices and consistent with the terms and provisions of this **Article IV**, and Buyer shall at all times keep true and correct books and records with respect thereto. Seller shall have the

right to audit the Net Profits Account from time to time in the same manner as is provided for in the COPAS Accounting Procedures attached as an exhibit to the Operating Agreement, reference to which is hereby made for all purposes.

Section 4.4. Credits. Except as otherwise provided herein, the Net Profits Account shall be credited (without duplication herein) with the gross proceeds actually received by Buyer from the sale or other disposition of Subject Hydrocarbons (the "**Gross Proceeds**") during each Production Period. The amount of Gross Proceeds to be credited to the Net Profits Account with respect to any sale or disposition of Subject Hydrocarbons shall be subject to the following:

(a) Gross Proceeds shall include all consideration and other amounts actually received by Buyer attributable to the sale or other disposition of Subject Hydrocarbons;

(b) If any Non-Affiliate withholds or delays payment of proceeds of Subject Hydrocarbons for any reason (other than at the request of Buyer), such proceeds shall not be considered to be Gross Proceeds until such proceeds are actually paid to and received by Buyer (and if any interest or penalty is also paid in connection therewith, such interest or penalty shall be deemed proceeds of Subject Hydrocarbons);

(c) If any controversy or uncertainty exists as to the correct or lawful sales price of any Subject Hydrocarbons or as to whether any amounts received from the sale thereof should be refunded to the buyer of such Subject Hydrocarbons, then any such disputed amounts shall not be considered to have been received by Buyer and shall not be included in Gross Proceeds until released by Buyer, or disbursed by an escrow agent to or for the account of Buyer if held in escrow, (and if any interest is also paid in connection therewith, such interest shall be deemed proceeds of Subject Hydrocarbons);

(d) If any Subject Hydrocarbons are Processed before sale, the amount of Gross Proceeds credited to the Net Profits Account for such Subject Hydrocarbons shall be the amount actually received from the sale of such Subject Hydrocarbons less the Manufacturing Costs; and

(e) Gross Proceeds shall not include any amounts that are to be applied as reductions to debits pursuant to **Section 4.6.**

Section 4.5. Debits. Except as otherwise provided herein, the Net Profits Account shall be debited (without duplication herein or any duplication resulting from any charges under the COPAS Accounting Procedures attached as an exhibit to any Applicable JOA) with the following costs and expenses to the extent such costs and expenses are properly allocable to the Subject Interests and incurred during each Production Period:

(a) All costs and expenses for (i) direct lease-level and field-level services and labor (including fringe benefits) necessary for exploring, developing, operating, producing, reworking, and maintaining the Subject Interests, (ii) dehydration, compression, processing, treating, metering, separation, transportation, gathering, storage and marketing of the Subject Hydrocarbons to or at the first point of sale giving rise to Gross Proceeds, (iii) materials, supplies, equipment, fixtures, vehicles, vessels, and other personal property purchased or rented in connection with operating, producing, reworking and maintaining the Subject Interests, including all costs relating to fuel

supply, power supply, salt water disposal, repairs, dock services and other charges incidental thereto, and (iv) fluid injection, pressure maintenance, secondary recovery, recycling and other enhanced recovery operations attributable to the Subject Interests and (v) all other charges permitted under the COPAS accounting procedures attached to the Applicable JOA;

(b) Capital expenditures associated with additional operations conducted on the Subject Wells including recompleting any of the Subject Wells and the drilling of the first additional development well on the Tornado Prospect after the Closing Date, but for clarity no other wells or any sidetracks of the Subject Wells;

(c) All Debited Taxes (but for clarity, other than all federal, state and local income Taxes which Buyer shall be solely obligated to bear and pay with respect to all Subject Hydrocarbons produced and sold after the Effective Date);

(d) The portion of any insurance and performance bonding costs paid by Buyer attributable or allocable to the ownership or operation of the Subject Interests;

(e) All amounts attributable to any Subject Interest consisting of royalties, overriding royalties and production payments existing as of the Effective Date, rentals, shut-in well royalties, minimum royalties and similar payments and burdens;

(f) All direct and indirect costs and charges attributable to the Subject Interests that are paid by Buyer to a Non-Affiliate operator under an Applicable JOA (and all exhibits attached thereto including the COPAS Accounting Procedures) governing the relevant Subject Interests;

(g) Except to the extent finally determined by a court of competent jurisdiction or a non-appealable decision of an arbitrator(s) to be caused by Buyer's gross negligence or willful misconduct, all (i) costs and expenses of litigation, proceedings, collections, liens, judgments, liabilities and claims incurred and paid by Buyer allocable to the Subject Interests or Subject Hydrocarbons and (ii) payment of judgments, penalties and other liabilities (including interest thereon), incurred by Buyer (and not paid or reimbursed under insurance maintained by Buyer or others) and involving any of the Subject Interests, or incident to the development, operation or maintenance of the Subject Interests from and after the Effective Date, or requiring the payment or restitution of any proceeds of Subject Hydrocarbons;

(h) If as a result of the occurrence of the bankruptcy or insolvency or similar occurrence of the purchaser of Subject Hydrocarbons any amounts previously included in Gross Proceeds are reclaimed from Buyer or its representative, then the amounts reclaimed as promptly as practicable following Buyer's payment thereof;

(i) All costs, expenses and liabilities incurred by Buyer in maintaining, renewing or extending any of the Leases, other than any capital expenditures that might be incurred in connection with the drilling of any additional wells with the exception of the first additional development well on the Tornado Prospect; and

(j) All costs and expenses applicable to the Subject Interests pursuant to that certain Deepwater Production Handling and Operating Services Agreement, similar in form and substance to that certain Deepwater Production Handling and Operating Services Agreement effective June 1, 2016 by and among Energy Resource Technology GOM, LLC, Sojitz Energy Venture, Inc., and

Talos Energy Offshore LLC, to be entered into by Buyer and Energy Resource Technology GOM, LLC.

Notwithstanding the foregoing provisions of this **Section 4.5** or anything else to the contrary contained in this **Article IV**, the amounts debited to the Net Profits Account shall not include any of the following:

(i) Non-Qualified Expenditures.

(ii) Any amount otherwise able to be debited that has also reduced the amount of the Subject Hydrocarbons or Gross Proceeds (including, by way of example, royalties and overriding royalties existing as of the Effective Date not included in Subject Hydrocarbons and production, severance, and other Taxes (other than penalties or interest) withheld and not included in Gross Proceeds).

(iii) Any overriding royalty, production payment or other charge burdening the Subject Interests that is created by Buyer after the Effective Date.

(iv) Any interest, premiums, fees or similar charges arising out of borrowings, bonds, letters of credit or other credit support or purchases of any goods, equipment or other items on credit, whether or not used on or otherwise related to the Subject Interests.

(v) Any general, administrative or overhead costs paid or incurred by Buyer or its Affiliates, except for any of such costs permitted under **Sections 4.5(a)**.

Section 4.6. Reduction of Debits. The debits to the Net Profits Account provided for in **Section 4.5** and elsewhere in this **Article IV** shall be reduced after the commencement of the first Production Period by the following to the extent actually received by Buyer and applicable to the Subject Interests:

(a) the gross proceeds attributable to Subject Interests that are received by Buyer from the sale of (or, if disposed of by Buyer other than by sale), the then current market value of any materials, supplies, equipment and other personal property or fixtures located on or used in connection with the Subject Interests (including all amounts attributable thereto which are received by Buyer by way of conformance of investment in personal property and equipment if the Subject Interests or any part or parts thereof are hereafter unitized);

(b) the gross proceeds of all insurance payments collected by Buyer (i) if the cost of the related policy is chargeable to the Net Profits Account, directly or indirectly or (ii) for loss of or damage to any of the Subject Interests, any Subject Hydrocarbons or any materials, supplies, equipment or other personal property or fixtures located on or used in connection with any of the Subject Interests, in each case of (i) or (ii) to the extent that Buyer elects not to repair, restore, remedy, rebuild or recover such Subject Interests; and

(c) if not already credited to the Net Profits Account as Gross Proceeds pursuant to **Section 4.4**, all other advance payments and payments under take-or-pay and similar provisions of Production Sales Contracts.

Section 4.7. Accounting.

(a) At the end of each Production Period, a calculation of Net Profits or Net Deficit shall then be made by Buyer, on an accrual basis, with respect to the Earn-out NPI for such Production Period by deducting (i) the total debits properly made to the Net Profits Account during such Production Period pursuant to **Section 4.5** (after taking into account **Section 4.6**) and **Section 4.7(c)** from (ii) the total credits properly made to the Net Profits Account during such Production Period pursuant to **Section 4.4**.

(b) If the computation made in accordance with **Section 4.7(a)** results in a positive amount with respect to a Production Period (the "**Net Profits**"), then (i) such Net Profits amount shall be offset against any Net Deficits attributable to prior Production Periods that are carried forward in accordance with this Agreement, (ii) any positive amount remaining shall be multiplied by the Earn-out NPI Percentage to determine the Earn-out NPI payable with respect to such Production Period and (iii) the product resulting from the calculations in clause (ii) above, if any, shall be payable to Seller, as specified in **Section 4.11** (the "**Earn-out NPI Payment**"). If as a result of the computations in clause (i) there remains a Net Deficit in the Net Profits Account, such remaining amount of Net Deficit shall be carried forward for future Production Periods until such time as the balance thereof has been set off against Net Profits from future Production Periods.

(c) If the computation made in accordance with **Section 4.7(a)** results in a negative amount with respect to a Production Period, such negative amount shall be deemed the "**Net Deficit.**" With respect only to any Production Period in which the average Earn-out Daily Crude Price for such Production Period exceeds Sixty Five Dollars (\$65.00), any Net Deficit for such Production Period shall be carried forward in the Net Profits Account for offsetting against Net Profits in future Production Period(s) as provided in **Section 4.7(b)**. If there is a Net Deficit with respect to the Net Profits Account at the end of any Production Period, no payments shall be made to Seller in respect of the Earn-out NPI.

(d) Seller and Buyer acknowledge and agree that the examples set forth in **Exhibit 4.7(d)** accurately reflect their intent with respect to the meaning and interpretation of this **Section 4.7**. Seller shall have no other right, title or interest in the proceeds from the sale of Subject Hydrocarbons, and all payments made to Seller on account of the Earn-out NPI shall be made entirely and exclusively out of a share of Gross Proceeds.

Section 4.8. Statements. Within ninety (90) days following each Calendar End Date, Buyer shall furnish to Seller a detailed statement ("**Statement**") (a) identifying the balance of the Net Profits Account as of 11:59 pm Central Time on the last day of the each Production Period during the preceding calendar quarter, (b) identifying (with sufficient description so that Seller can identify such items and the particular Subject Interest involved) the amount of Net Profits or Net Deficit allocated to the Net Profits Account during each such Production Period as provided herein, and (c) identifying, with respect to each Subject Interest, the volumes of Subject Hydrocarbons both produced and sold therefrom during each Production Period covered by such Statement, the prices at which such volumes were sold, and the Taxes paid with respect to such sales. The Statement shall true-up any historical Production Period data to reflect the most accurate accounting data available to Buyer when the Statement is delivered to Seller. Any cumulative Net Deficit in the Net Profits Account existing as of a Calendar End Date shall be carried forward and offset against any Net Profits in the next and succeeding Production Periods until such Net Deficit has been eliminated. As more particularly described in **Section 4.7(b)** and **Section 4.11**, Earn-out

NPI Payments attributable to each calendar quarter's Production Periods shall be made to Seller when a cumulative Net Profit is reflected by any Statement for such calendar quarter. Buyer shall specify in each Statement which includes a Production Period in which the average Earn-out Daily Crude Price for such Production Period does not exceed Sixty Five Dollars (\$65.00) that the Net Profits or Net Deficit for such Production Period is zero.

Section 4.9. Overpayments. If at any time Buyer pays Seller more than the amount then due with respect to the Earn-out NPI, Seller shall not be obligated to return any such overpayment to Buyer, but the amount or amounts otherwise payable for any subsequent Production Period(s) shall be reduced by such overpayment until it has been recouped by Buyer.

Section 4.10. Past Due Payments. Any amount not paid by Buyer to Seller with respect to the Earn-out NPI when due shall bear, and Buyer hereby agrees to pay, interest at a rate equal to the Fixed Rate, from the due date until such amount has been paid.

Section 4.11. Earn-out NPI Payments. Buyer shall pay to Seller the Earn-out NPI Payment attributable to each Production Period, if any, in immediately available U.S. funds on or before ninety (90) days following each Calendar End Date. Unless otherwise provided by written notice to Buyer, all Earn-out NPI Payments or other payments required to be made to Seller hereunder shall be paid via wire transfer of immediately available funds to the Seller Account.

Section 4.12 Operations. Buyer shall conduct and carry on, or cause to be conducted and carried on, the development, maintenance and operation of the Leases with good oil and gas field practices that would be employed by a reasonably prudent operator operating in the Outer Continental Shelf of the Gulf of Mexico. It is expressly understood that Buyer shall have the sole discretion to elect to participate, or not participate, in drilling, reworking, plugging back, deepening, sidetracking or completing of a well, or in other operations (including, but not limited to, operations in connection with secondary and/or tertiary recovery) proposed to be conducted on the Leases.

Section 4.13 Renewals and Extensions. Buyer shall have the unrestricted right to renew, extend, modify or amend the Leases with respect to any of the lands covered thereby without the consent of Seller. This Agreement and the Earn-out NPI shall apply to Buyer's and its Affiliates' interests in all renewals, extensions, modifications and amendments of each Lease (or other determinable interest) which is included in the Subject Interests, whether such renewals, extensions, modifications and amendments have heretofore been obtained by Buyer or are hereafter obtained by or for Buyer or any Affiliate thereof; *provided* that any fees, costs and expenses actually paid by Buyer with respect to such renewal, extension, modification and amendment may be debited to the Net Profits Account pursuant to the provisions of **Article IV**. For the purposes of the preceding sentence, a new lease or other determinable property interest that covers the same interest (or any part thereof) covered by a prior lease or property interest, and which is acquired within twelve (12) months after the expiration, termination, or release of such prior lease or property interest, shall be treated as a renewal or extension of such prior lease or property interest.

Section 4.14 Termination of a Subject Interest. In the event any particular Subject Interest (or portion thereof, as applicable) should by its terms terminate, expire and not be extended, renewed, or replaced, the Earn-out NPI shall no longer apply to that particular Subject Interest (or such portion thereof, as applicable), but the Earn-out NPI shall remain in full force and effect and undiminished as to all remaining Subject Interests (and the remaining portion of such

Subject Interest, as applicable); *provided, however*, that, notwithstanding such termination, any costs and expenses attributable to such terminated or expired Subject Interest (or portion thereof, as applicable) that accrued or are attributable to the period of time prior to such termination or expiration and are otherwise eligible to be debited from the Net Profits Account shall continue to be debited pursuant to the provisions of **Article IV**.

Section 4.15 Pooling, Communitization and Unitization.

(a) Certain of the Subject Interests may have been pooled, communitized or unitized for the production of oil, gas and/or minerals prior to the Effective Date or, after the Effective Date, may be so pooled or unitized pursuant to **Section 4.15(b)**. Such Subject Interests are and shall be subject to the terms and provisions of such pooling and unitization agreements, and the Earn-Out NPI in each such Subject Interest shall apply to (and the term "Subject Hydrocarbons" shall include) the production from such units which is attributable to such Subject Interest (and the Net Profits Account shall be computed giving consideration to such production and costs, expenses, charges and credits attributable to such Subject Interest) under and by virtue of the applicable pooling and unitization agreements.

(b) Buyer shall have the right and power to unitize, communitize or pool, on a voluntary basis, any portion or portions of the Subject Interests without the express written consent of Seller; provided that in no event shall the Subject Interests, or any portion thereof, be unitized, communitized or pooled without all remaining interests in the Leases owned by Buyer being unitized, communitized or pooled in the same manner. Notwithstanding the foregoing, if pursuant to any such voluntary pooling or unitization or any Applicable Law or order of any governmental authority, any portion of the Subject Interests is pooled, communitized or unitized in any manner, the Earn-out NPI shall apply to the production which is attributable to such portion of the Subject Interests under and by virtue of such pooling, communitization and unitization arrangements. Seller shall, at Buyer's sole cost and expense, cooperate in good faith to prepare and execute any documents reasonably necessary to accomplish the purposes of this **Section 4.15**.

Section 4.16 Abandonment. Buyer shall have the right without the joinder of Seller to release, surrender and/or abandon its interest in the Leases, or any part thereof, even though the effect of such release, surrender or abandonment will be to terminate, release, surrender or abandon the Earn-out NPI the same as though Seller had joined therein insofar as the Earn-out NPI covers the Subject Interests, or any part thereof, so released, surrendered or abandoned by Buyer. Buyer shall have an unequivocal right to abandon the Leases, or any part thereof, if such abandonment is necessary for health, safety or environmental reasons, or the Hydrocarbons that would have been produced from the abandoned Leases or portions thereof would otherwise be produced from the Subject Wells located on the remaining Leases. If, after giving effect to any release, surrender or abandonment by Buyer of any of its interest in the Leases, Buyer no longer owns any right, title or interest in and to all of the Leases, Buyer shall give prompt written notice thereof to Seller.

Section 4.17 Non-consent Operations. If Buyer elects to be a non-participating party with respect to any drilling, deepening, plugging back, reworking, sidetracking or completion (or other) operation on any Lease or elects to be an abandoning party with respect to a Subject Well, the consequence of which election is that Buyer's interest in such Lease or part thereof is temporarily (i.e., during a recoupment period) or permanently forfeited to the parties participating in such operations, or electing not to abandon such well, then the costs and proceeds attributable to such forfeited interest shall not, for the period of such forfeiture (which may be a continuous and

permanent period), be debited or credited to the Net Profits Account and such forfeited interest shall not, for the period of such forfeiture, be subject to the Earn-out NPI.

[All capitalized terms used, but not defined in Article IV above, shall have the meanings given them in that certain Agreement of Sale and Purchase dated effective September 1, 2016 between Assignor and Assignee, reference to which is hereby made for all purposes]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the dates of their respective acknowledgments set forth below, to be effective, however, as of the Effective Date.

ASSIGNOR:

WITNESSES:

SOJITZ ENERGY VENTURE, INC.

Julie Pratt Julie Pratt
Nicholas Bench Nicholas Bench

By: Kosuke Uemura
Kosuke Uemura
Senior Vice President

ASSIGNEE:

WITNESSES:

TALOS ENERGY PHOENIX LLC

Julie Pratt Julie Pratt
Nicholas Bench Nicholas Bench

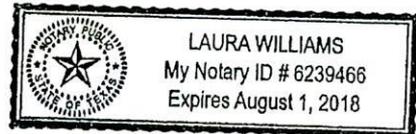
By: Timothy S. Duncan
Timothy S. Duncan
President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 20th day of December, 2016, by Kosuke Uemura, known to me to be the Senior Vice President of Sojitz Energy Venture, Inc., a Delaware corporation, who affirmed that the foregoing instrument was signed on behalf of such company by authority of its Board of Directors and in the presence of the above witnesses and that the execution of this instrument was the free act and deed of such company.

Laura Williams
Notary Public in and for the State of Texas

Commission Expires: 08-01-2018



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 20th day of December, 2016, by Timothy S. Duncan, known to me to be the President of Talos Energy Phoenix LLC, a Delaware limited liability company, who affirmed that the foregoing instrument was signed on behalf of such company by authority of its board of managers and in the presence of the above witnesses and that the execution of this instrument was the free act and deed of such company.

Laura Williams
Notary Public in and for the State of Texas

Commission Expires: 08-01-2018

