



RECEIVED
ADJUDICATION SECTION
JUN 09 2025

JENNA L. WRIGHT
jwright@loopergoodwine.com
Direct Dial: 504.503.1506

OFFICES:
Houston, TX
New Orleans, LA

June 9, 2025

VIA EMAIL: boemadjudication@boem.gov
Bureau of Ocean Energy Management
Attn: Adjudication
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

Re: **Category 2 – Partial Release of Lien**

Dear Sir/Madam:

On behalf of Talos Energy Phoenix LLC, Talos ERT LLC, Talos Gulf Coast Offshore LLC, Talos Gulf Coast Onshore LLC, Talos Oil and Gas LLC, Talos Resources LLC, Talos Exploration LLC, Talos Third Coast LLC, and Talos Energy Offshore LLC please find enclosed a copy of the following described document, which is submitted for filing purposes only:

- Authority to Cancel (Partial) _ First Lien

In order that third persons will be put on notice as to the execution and efficacy of the enclosed document, please file the enclosed document, together with a copy of this letter, under Category 2 in the non-required files relating to those 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. If you have any questions, please contact the undersigned at the email and phone number provided above.

Sincerely,



Jenna L. Wright
Associate

Enclosures

Annex A

Federal Lease Numbers

OCS-G

22877

This instrument was prepared by, and upon
recordation return to:

Phone: _____

Reviewed for compliance with Mississippi
recording Laws by:

Raymond G. Russell
Adams and Reese LLP
300 Renaissance
1018 Highland Colony Parkway, Suite 800
Ridgeland, Mississippi 39157
Phone: 601-353-3234

Indexing Instructions: Please make marginal notations on the following instruments filed as of
record in the office of the Chancery Clerk of Jackson County, Mississippi: Book 27, Pages 562-
740, #202011866 and Book 28, Pages 446-510, #202103518

AUTHORITY TO CANCEL (PARTIAL)

FROM

JPMORGAN CHASE BANK, N.A.
(COLLATERAL AGENT & MORTGAGEE)

Address:
712 Main Street
Houston, Texas 77002
Phone: (713) 216-7797

TO

TALOS ENERGY OFFSHORE LLC
(GRANTOR)
(Organizational ID: 5137912)
Address:
c/o Talos Production Inc.
333 Clay Street, Suite 3300

TALOS ENERGY PHOENIX LLC
(GRANTOR)
(Organizational ID: 6198093)
Address:
c/o Talos Production Inc.
333 Clay Street, Suite 3300

Houston, TX 77002
Phone: (713) 328-3000

TALOS ERT LLC
(GRANTOR)
(Organizational ID: 4098427)
Address:
c/o Talos Production Inc.
333 Clay Street, Suite 3300
Houston, TX 77002
Phone: (713) 328-3000

TALOS GULF COAST OFFSHORE LLC
(GRANTOR)
(Organizational ID: 4932768)
Address:
c/o Talos Production Inc.
333 Clay Street, Suite 3300
Houston, TX 77002
Phone: (713) 328-3000

TALOS OIL AND GAS LLC
(GRANTOR)
(Organizational ID: 5234006)
Address:
c/o Talos Production Inc.
333 Clay Street, Suite 3300
Houston, TX 77002
Phone: (713) 328-3000

TALOS THIRD COAST LLC
(GRANTOR)
(Organizational ID: 7840365)
Address:
c/o Talos Production Inc.
333 Clay Street, Suite 3300
Houston, TX 77002
Phone: (713) 328-3000

Houston, TX 77002
Phone: (713) 328-3000

TALOS EXPLORATION LLC
(GRANTOR)
(Organizational ID: 7787770)
Address:
c/o Talos Production Inc.
333 Clay Street, Suite 3300
Houston, TX 77002
Phone: (713) 328-3000

TALOS GULF COAST ONSHORE LLC
(GRANTOR)
(Organizational ID: 4901051)
Address:
c/o Talos Production Inc.
333 Clay Street, Suite 3300
Houston, TX 77002
Phone: (713) 328-3000

TALOS RESOURCES LLC
(GRANTOR)
(Organizational ID: 4537731)
Address:
c/o Talos Production Inc.
333 Clay Street, Suite 3300
Houston, TX 77002
Phone: (713) 328-3000

Dated June 2, 2025

THIS AUTHORITY TO CANCEL (PARTIAL) (this “**Partial Release**”) is entered into as of June 2, 2025, among TALOS ENERGY OFFSHORE LLC, a Delaware limited liability company (“**Offshore**”), TALOS ENERGY PHOENIX LLC, a Delaware limited liability company (“**Phoenix**”), TALOS ERT LLC, a Delaware limited liability company (“**ERT**”), TALOS EXPLORATION LLC, a Delaware limited liability company (“**Exploration**”), TALOS GULF COAST OFFSHORE LLC, a Delaware limited liability company (“**Gulf Coast Offshore**”), TALOS GULF COAST ONSHORE LLC, a Delaware limited liability company (“**Onshore**”), TALOS OIL AND GAS LLC, a Delaware limited liability company (“**Oil and Gas**”), TALOS RESOURCES LLC, a Delaware limited liability company (“**Resources**”), and TALOS THIRD COAST LLC, a Delaware limited liability company (“**Third Coast**”, and together with Offshore, Phoenix, ERT, Exploration, Gulf Coast Offshore, Onshore, Oil and Gas and Resources, the “**Grantors**” and each a “**Grantor**”), and JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent (as defined in the Credit Agreement (as hereinafter defined), together with its successors and assigns in such capacity, the “**Mortgagee**”).

WHEREAS, the Grantors have mortgaged, assigned, pledged and hypothecated their right, title and interest in and to certain of their oil and gas properties and other assets as described in that certain Deed of Trust, Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement, as more particularly described on Schedule I attached hereto (the “**Mortgage**”); and

WHEREAS, Exploration and Houston Energy Deepwater Ventures II, LLC, a [Texas] limited liability company (“**HEDII**”), have entered into an Assignment of Record Title Interest (the “**22877 Assignment**”), pursuant to which Exploration conveyed certain record title interests in and to the “Lease” (as defined in the 22877 Assignment) to HEDII, a copy of which is attached hereto as Schedule II (such limited rights and interests described by the 22877 Assignment, collectively, the “**Released Interests**”).

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Mortgagee has released and discharged, and by these presents hereby releases and discharges, without any representations, warranties or recourse whatsoever except as expressly provided for herein, the liens and security interests and assignment of production created by the Mortgage INsofar AND ONLY INsofar AS it covers the Released Interests, and does hereby agree that the Mortgage is deemed amended to exclude the Released Interests from the “Mortgaged Property” as defined therein.

This is a partial release only and shall in no way release, affect or impair the liens and security interests of the Mortgage or the assignment of production therein contained insofar as such liens and security interests or assignment of production relates to any property or interest other than the Released Interests.

This Partial Release is executed by Mortgagee without any representations, warranties or recourse whatsoever.

This Partial Release may be executed in any number of counterparts, each of which shall be deemed an original and all of which are identical.

Except as expressly released hereby or previously released in writing, the Mortgage and all obligations, liabilities, and indebtedness secured thereby shall remain in full force and effect and each Grantor does hereby adopt, ratify and confirm such Mortgage and all such obligations, liabilities and indebtedness secured thereby.

[remainder of page intentionally blank]

EXECUTED this 4th day of June, 2025, to be effective as of the date first written above.

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

By: [Signature]
Name: Sergio Maiworm
Title: Chief Financial Officer and Executive Vice President

STATE OF TEXAS

§
§
§

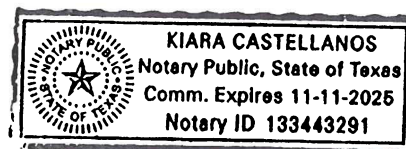
COUNTY OF HARRIS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of June, 2025, within my jurisdiction, the within named Sergio Maiworm, who acknowledged to me that he/she is the Chief Financial Officer and Executive Vice President of each Grantor, and that in said representative capacity he/she executed the above and foregoing instrument, after first having been duly authorized to do so.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11-11-25

Seal:



EXECUTED this 2nd day of June, 2025, to be effective as of the date first written above.


JPMORGAN CHASE BANK, N.A.,
as the Mortgagee

By: 
Name: Kyle Gruen
Title: Authorized Officer

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

Personally appeared before me, the undersigned authority in and for the said county and state, on this 2nd day of June, 2025, within my jurisdiction, the within named Kyle Gruen, who acknowledged to me that he is an Authorized Officer of JPMorgan Chase Bank, N.A., a national banking association, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized to do so.


NOTARY PUBLIC, STATE OF TEXAS
Name: Meagan Collins
Notarial No. 134707414
My Commission Expires: January 9, 2028

Seal:



SCHEDULE I

Mortgage

Deed of Trust, Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement from Talos Energy Offshore LLC, Talos Energy Phoenix LLC, Talos ERT LLC, Talos Exploration LLC, Talos Gulf Coast Offshore LLC, Talos Gulf Coast Onshore LLC, Talos Oil and Gas LLC, Talos Resources LLC and Talos Third Coast LLC, in favor of Ronald L. Dierker, as Trustee, for the benefit of JPMorgan Chase Bank, N.A., as Collateral Agent and Mortgagee, for the benefit of itself and the Other Secured Persons, dated as of June 11, 2020, and filed as follows:

Jurisdiction:	File No.:	File Date:
Jackson County, MS	202011866; Book 27, Page 562-740	06/18/20

Supplement to Deed of Trust, Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement among Talos Energy Offshore LLC, Talos Energy Phoenix LLC, Talos ERT LLC, Talos Exploration LLC, Talos Gulf Coast Offshore LLC, Talos Gulf Coast Onshore LLC, Talos Oil and Gas LLC, Talos Resources LLC and Talos Third Coast LLC, and JPMorgan Chase Bank, N.A., as Collateral Agent and Mortgagee, for the benefit of itself and the Other Secured Persons, dated as of February 4, 2021, and filed as follows:

Jurisdiction:	File No.:	File Date:
Jackson County, MS	202103518; Book 28, Page 446-510	2/12/21

SCHEDULE II

22877 Assignment

[Attached]

ASSIGNMENT OF RECORD TITLE INTEREST

UNITED STATES OF AMERICA §
OUTER CONTINENTAL SHELF § KNOW ALL MEN BY THESE PRESENTS:
GULF OF MEXICO §

That this Assignment of Record Title Interest (“Assignment”) is made and entered by and between Talos Exploration LLC, whose address is 333 Clay Street, Suite 3300, Houston, Texas, 77002 as “Assignor,” and Houston Energy Deepwater Ventures II, LLC, whose address is Two Allen Center, 1200 Smith Street, Suite 2400, Houston, Texas, 77002, as “Assignee.”

WITNESSETH:

In consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor by these presents does hereby ASSIGN, TRANSFER and CONVEY unto Assignee, subject to the further provisions hereof, an undivided 0.424528% of 8/8ths record title interest in and to the following oil and gas lease (the “Lease”), to wit:

That certain lease dated June 1, 2001, by and between the United States of America, as Lessor, and ConocoPhillips Company, bearing Serial Number OCS-G 22877, covering all of Block 431, Mississippi Canyon, OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres.

This Assignment is made subject to, and Assignee assumes and agrees to be bound by, the following contracts and agreements to the extent of the interests in the Lease conveyed herein, and only to the extent that the same are valid and subsisting agreements, to-wit:

1. Purchase and Sale Agreement dated effective May 23, 2008, by and between ConocoPhillips Company and Houston Energy, L.P.
2. Assignment of Operating Rights Interest, approved by the BOEM on July 8, 2008, effective as of May 23, 2008, by and between ConocoPhillips Company and Houston Energy, L.P. The Assignment of Oil and Gas Lease Operating Rights dated effective May 23, 2008, attached as Exhibit A to the aforementioned instrument was recorded July 28, 2008, in Book 1188, at Page 695, under File No. 2008-00004546, of the official records of Plaquemines Parish, Louisiana [Note: A separate assignment was filed for each of OCS-G 22873 and OCS-G 22877].
3. Assignment of Overriding Royalty and Carried Working Interest in Oil and Gas Lease dated July 18, 2008, filed with the BOEM on July 30, 2008, recorded July 30, 2008, in Book 1189, at Page 110, under File No. 2008-00004618, of the official records of

Plaquemines Parish, Louisiana, by and between Houston Energy, L.P. and HE&D Offshore L.P.

4. Assignment of Overriding Royalty Interest in Oil and Gas Lease dated July 18, 2008, filed with the BOEM on July 30, 2008, recorded July 30, 2008, in Book 1189, at Page 103, under File No. 2008-00004617, of the official records of Plaquemines Parish, Louisiana, by and between Houston Energy, L.P. and TGS-NOPEC Geophysical Company.
5. Participation Agreement dated effective June 18, 2008, by and between Houston Energy, L.P. and LLOG Exploration Offshore, Inc., Red Willow Offshore, LLC and Stephens Production Company, LLC.
6. Purchase and Sale Agreement dated effective April 1, 2010, by and between ConocoPhillips Company and HE&D Offshore, L.P.
7. Assignment of Operating Rights Interest, approved by the BOEM on July 20, 2010, executed by and between ConocoPhillips Company and HE&D Offshore, L.P., a related Assignment and Bill of Sale dated effective April 1, 2010, was recorded July 19, 2010, in Book 1228, at Page 417, under File No. 2010-00002788, of the official records of Plaquemines Parish, Louisiana.
8. Assignment of Overriding Royalty Interest in Oil and Gas Lease effective May 1, 2010, filed with the BOEM on August 19, 2010, recorded August 24, 2010, in Book 1230, at Page 337, under File No. 2010-00003379, of the official records of Plaquemines Parish, Louisiana, by and between HE&D Offshore, L.P. and TGS-NOPEC Geophysical Company.
9. Assignment of Operating Rights Interest, approved by the BOEM on January 7, 2009, effective as of May 23, 2008, executed by and between Houston Energy, L.P. and LLOG Exploration Offshore, Inc., among other parties, recorded on November 3, 2008, in Book 1194, at Page 83, under File No. 2008-00005946, of the official records of Plaquemines Parish, Louisiana.
10. Assignment of Operating Rights Interest, approved by the BOEM on October 6, 2009, effective as of May 23, 2008, executed by and between LLOG Exploration Offshore, L.L.C., among other parties, and HE&D Offshore, L.P., recorded on September 17, 2009, in Book 1211, at Page 138, under File No. 2009-00004062, of the official records of Plaquemines Parish, Louisiana.
11. Assignment of Operating Rights Interest, approved by the BOEM on November 9, 2010, effective as of May 2, 2010, executed by and between HE&D Offshore, L.P. and LLOG Exploration Offshore, L.L.C., among other parties, a related Assignment and Bill of Sale, dated effective as of May 2, 2010, was recorded on September 13, 2010, in Book 1231, at Page 64, under File No. 2010-00003597, of the official records of Plaquemines Parish, Louisiana.

12. Assignments of Operating Rights Interest, received by the BOEM on December 8, 2011, effective as of September 1, 2011, executed by and between HE&D Offshore, L.P. to Houston Energy Deepwater Ventures II, LLC.
13. Assignments of Operating Rights Interest, received by the BOEM on December 8, 2011, effective as of September 1, 2011, executed by and between HE&D Offshore, L.P. to Houston Energy Deepwater Ventures II, LLC.
14. Unit Agreement-BOEMRE Contract No. 754311003 dated effective April 1, 2011, by and between LLOG Exploration Offshore, L.L.C., as Unit Operator, and Stephens Production Company, LLC et al, as Non-operators.
15. Unit Operating Agreement dated effective April 1, 2011, by and between LLOG Exploration Offshore, L.L.C., as Operator, and HE&D Offshore, L.P. et al, as Non-operators.
16. Conveyances to LLOG pursuant to the LLOG PSA.
17. Production Handling and Floating Production System Use Agreement for SOB II Prospect dated December 6, 2012 by and among Delta House FPS LLC, as owner of the Delta House Floating Production System, LLOG Exploration Offshore, L.L.C., as Project Manager, LLOG Exploration Offshore, L.L.C., as FPS Operator, ILX Prospect Diller, LLC, et al as SOB II Producers, and Houston Energy Deepwater Ventures II, LLC, as holder of the HEDV II Reversionary Working Interest.
18. Assignment of Overriding Royalty (SOB II Prospect) effective December 6, 2012, by and between ILX Prospect Diller, LLC, as Producer, and Delta House FPS LLC, as FPS Owner, on December 18, 2012 in Book 1285, Page 356, File Number 2012-00005885 of the official records of Plaquemines Parish, Louisiana.
19. Transportation Agreement for the SOB II Producers (Oil Lateral Facilities) entered into as of December 6, 2012, by and among Delta House Oil and Gas Lateral LLC (the "Lateral LLC") and the SOB II Producers (the "SOB II Oil Transportation Agreement")
20. Transportation Agreement for the SOB II Producers (Gas Lateral Facilities) entered into as of December 6, 2012, by and among the Lateral LLC and the SOB II Producers (the "SOB II Gas Transportation Agreement")

This Assignment is expressly made subject to all of the terms and provisions set forth in that certain Purchase and Sale Agreement, dated as of December 19, 2011, by and between Assignor and Assignee (the "PSA"). In the event of a conflict or inconsistency between the terms and provisions of this Assignment and those set forth in the above PSA, the terms and provisions set forth in the PSA shall control.

A separate transfer of the interests in and to the Lease described herein may be executed on a governmental transfer form for approval purposes; however, any such transfer shall not include any additional interest in and to the Lease which conflicts with or is in addition to that intended to be conveyed by this Assignment.

This Assignment is made without warranty of title, express, implied or statutory, even for return of any consideration paid therefore; provided only that Assignor warrants that it has not heretofore granted or conveyed to any other party any interest in or lien or encumbrance on the interest of Assignor in the Lease, except as described herein. Assignor agrees to execute any assignments and such other mutually acceptable documents as may be necessary to effect said conveyance to Assignees.



This Assignment may be executed in any number of counterparts, each of which shall be valid and binding with respect to the signatories thereto and their interests in the Lease conveyed hereby, but only upon execution by all signatories of this Assignment or a counterpart hereof.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and transferees.

Signature Pages to Follow


IN WITNESS WHEREOF, this Assignment is executed by the parties hereto as of the dates set forth in their respective acknowledgements attached hereto, but effective for all purposes as of August 1, 2023.

WITNESSES:




Name: Dawn Smith

Name: Tom Burnett

ASSIGNORS:

Talos Exploration LLC (03618)

By: 
Name: Carl E. Comstock
Title: Director Land

WITNESSES:


Name: Martha Ann Moore

Name: Matthew Meyers

ASSIGNEE:

Houston Energy Deepwater Ventures II, LLC (03144)

By: 
Name: Heath Suire
Title: Vice President

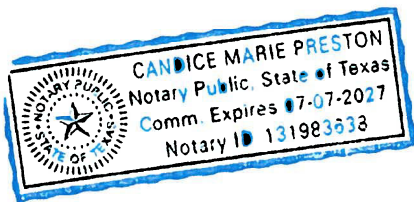
ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Carl E. Comstock, known to me to be the person whose name is subscribed to the foregoing instrument as Director Land of Talos Exploration LLC, a Delaware limited liability company, and acknowledged to me that he executed the same for and on behalf of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 10 day of April, 2025.



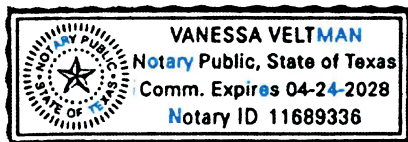
Candice Preston
 Notary Public, State of Texas
 Notary Name: Candice Preston
 My Commission expires on: 7-7-2027

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Heath Suire, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of Houston Energy Deepwater Ventures II, LLC, a Texas limited liability company and acknowledged to me that he executed the same for and on behalf of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 9th day of April, 2025.



Vanessa V. Velthman
 Notary Public, State of Texas
 Notary Name: Vanessa V. Velthman
 My Commission expires on: 4-24-28