

RECEIVED
ADJUDICATION SECTION
MAY 18 2026



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

OFFICES:
Houston, TX
New Orleans, LA

May 18, 2026

VIA EMAIL: boemadjudication@boem.gov

Bureau of Ocean Energy Management

Attn: Adjudication

1201 Elmwood Park Boulevard

New Orleans, LA 70123-2394

Re: **Category 1 – OMNIBUS AMENDMENT TO MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT**

Dear Sir/Madam:

On behalf of Talos ERT LLC, Talos Energy Offshore LLC, Talos Energy Phoenix LLC, Talos Gulf Coast Offshore LLC, Talos Gulf Coast Onshore LLC, Talos Resources LLC, Talos Oil and Gas LLC, Talos Exploration LLC, Talos Third Coast LLC, Talos Energy Ventures LLC, and Talos QN Exploration LLC (formerly known as QuarterNorth Energy LLC), please find enclosed one (1) copy of the following described document, which is submitted for filing purposes only:

- Omnibus Amendment to Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement (“Louisiana 1L Omnibus Mortgage Amendment”)

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 1 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,

A handwritten signature in black ink, appearing to be 'Jenna L. Wright', written in a cursive style with a large initial 'J'.

Jenna L. Wright

Annex A

Federal Lease Numbers

OCS-G

00038, 00040, 00042, 00063, 00064, 00065, 00066, 00067, 00068, 00069, 00079, 00593, 00594, 00599,
00605, 00775, 00792, 00972, 00974, 01023, 01238, 01526, 01618, 01665, 01666, 01984, 02130, 02280,
02281, 02316, 02572, 02601, 02638, 02639, 02643, 02917, 03417, 03484, 04842, 04940, 05438, 05599,
05602, 05687, 05809, 05825, 06238, 06655, 06892, 06893, 06896, 06898, 06899, 06921, 07799, 07917,
07923, 07995, 07998, 08035, 08036, 08038, 08467, 08475, 08483, 08784, 09387, 09637, 09771, 09777,
10944, 11043, 12027, 12119, 12136, 12139, 12209, 12210, 12355, 12358, 13075, 13091, 13928, 13988,
13997, 14021, 14493, 15156, 15158, 15276, 15563, 15565, 16500, 16727, 17406, 17407, 17408, 17942,
18054, 18192, 19866, 19869, 21176, 21642, 21655, 21685, 22621, 22738, 22812, 22868, 22873, 22877,
23740, 24055, 24059, 24060, 24064, 24133, 24134, 24924, 24926, 24987, 26302, 26655, 26664, 27247,
27249, 27278, 27982, 28021, 28022, 28030, 31418, 31732, 32303, 32343, 32363, 33140, 33177, 33242,
33693, 33707, 33755, 33757, 34435, 34438, 34441, 34536, 34829, 34874, 34878, 34879, 34909, 34966,
34971, 35295, 35324, 35326, 35385, 35491, 35620, 35658, 35805, 35832, 35984, 36405, 36566, 36704,
36876, 37467

WHEN RECORDED OR FILED,
PLEASE RETURN TO:
Mayer Brown LLP
700 Louisiana Street, Ste 3400
Houston, TX 77002
Attn: Karl Brandt
Phone: 713-238-2735

Space above for Parish Recorder's Use

**OMNIBUS AMENDMENT TO MORTGAGE, ASSIGNMENT OF PRODUCTION,
SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT**

FROM

**TALOS ERT LLC,
(Organizational ID: 4098427)**

**TALOS ENERGY OFFSHORE LLC,
(Organizational ID: 5137912)**

**TALOS ENERGY PHOENIX LLC,
(Organizational ID: 6198093)**

**TALOS GULF COAST OFFSHORE LLC,
(Organizational ID: 4932768)**

**TALOS GULF COAST ONSHORE LLC,
(Organizational ID: 4901051)**

**TALOS RESOURCES LLC,
(Organizational ID: 4537731)**

**TALOS OIL AND GAS LLC,
(Organizational ID: 5234006)**

**TALOS EXPLORATION LLC,
(Organizational ID: 7787770)**

**TALOS THIRD COAST LLC,
(Organizational ID: 7840365)**

**TALOS ENERGY VENTURES, LLC,
(successor-by-conversion to EnVen Energy Ventures, LLC)
(Organizational ID: 7293520)**

and

**TALOS QN EXPLORATION LLC
(formerly known as QuarterNorth Energy LLC)
(Organizational ID: 5963987)**

TO

**JPMORGAN CHASE BANK, N.A.,
as Collateral Agent for the benefit of itself and the Other Secured Persons**

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

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THIS INSTRUMENT COVERS PROCEEDS OF MORTGAGED PROPERTY.

THIS INSTRUMENT COVERS MINERALS, AS EXTRACTED COLLATERAL AND OTHER SUBSTANCES OF VALUE THAT MAY BE EXTRACTED FROM THE EARTH (INCLUDING, WITHOUT LIMITATION, OIL AND GAS) AND THE ACCOUNTS RELATED THERETO, WHICH WILL BE FINANCED AT THE WELLHEADS OF THE WELL OR WELLS LOCATED ON THE PROPERTIES DESCRIBED IN THE EXISTING MORTGAGES. THIS FINANCING STATEMENT MAY BE FILED OR FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS, UNIFORM COMMERCIAL CODE RECORDS OR SIMILAR RECORDS OF THE CLERKS OF COURT OF THE PARISHES LISTED ON THE EXHIBITS HERETO. ONE OR MORE OF THE MORTGAGORS HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED, WHICH INTEREST IS DESCRIBED IN THE EXISTING MORTGAGES.

PORTIONS OF THE MORTGAGED PROPERTY ARE GOODS THAT ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN OR REFERRED TO IN THE EXISTING MORTGAGES. THIS FINANCING STATEMENT MAY BE FILED FOR RECORD OR RECORDED, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS, UNIFORM COMMERCIAL CODE RECORDS OR SIMILAR RECORDS OF EACH PARISH IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED OR WHICH LIES SHOREWARD OF ANY MORTGAGED PROPERTY (I.E., TO THE EXTENT A MORTGAGED PROPERTY LIES OFFSHORE WITHIN THE PROJECTED SEAWARD EXTENSION OF THE RELEVANT PARISH BOUNDARIES). ONE OR MORE OF THE MORTGAGORS IS THE OWNER OF RECORD INTEREST IN THE REAL ESTATE CONCERNED. THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS OR THE UNIFORM COMMERCIAL CODE RECORDS.

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STATE OF TEXAS

COUNTY OF HARRIS

OMNIBUS AMENDMENT TO MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT

BE IT KNOWN, that on the date set forth on the signature page below, but effective for all purposes as of the 26th day of March, 2026 (the “Effective Date”), before me, the undersigned Notary Public, duly commissioned and qualified in and for the State of Texas, and in the presence of the undersigned competent witnesses, personally came and appeared:

TALOS ERT LLC, a Delaware limited liability company (“ERT”), TALOS ENERGY OFFSHORE LLC, a Delaware limited liability company (“Offshore”), TALOS ENERGY PHOENIX LLC, a Delaware limited liability company (“Phoenix”), TALOS GULF COAST OFFSHORE LLC, a Delaware limited liability company (“Gulf Coast”), TALOS GULF COAST ONSHORE LLC, a Delaware limited liability company (“Onshore”), TALOS RESOURCES LLC, a Delaware limited liability company (“Resources”), TALOS OIL AND GAS LLC, a Delaware limited liability company (“Oil and Gas”), TALOS EXPLORATION LLC, a Delaware limited liability company (“Exploration”), TALOS THIRD COAST LLC, a Delaware limited liability company (“Third Coast”), TALOS ENERGY VENTURES, LLC, a Delaware limited liability company (as successor-by-conversion to EnVen Energy Ventures, LLC, a Louisiana limited liability company) (“Ventures”), and TALOS QN EXPLORATION LLC, a Delaware limited liability company (formerly known as QuarterNorth Energy LLC) (“QN Exploration”, collectively with ERT, Offshore, Phoenix, Gulf Coast, Onshore, Resources, Oil and Gas, Exploration, Third Coast, and Ventures, the “Mortgagors” and each a “Mortgagor”), whose respective employer identification numbers end in 8947, 6175, 7461, 3866, 5735, 5413, 1412, 2746, 2287, 2995, and 8994, and whose addresses are c/o Talos Production Inc., 333 Clay St., Suite 3300, Houston, TX 77002, herein represented by their undersigned duly authorized officer, pursuant to resolutions of each Mortgagor, a certified copy of which is attached hereto and made a part hereof;

who, being duly sworn, declared and acknowledged to the undersigned Notary Public, that:

It executes this **OMNIBUS AMENDMENT TO MORTGAGE, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT** (this “Mortgage”) in favor of **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”), for its benefit and the benefit of the Other Secured Persons (as defined in the Existing Mortgages (as hereinafter defined)) with respect to all Mortgaged Properties (as defined in the Existing Mortgages) and with respect to all UCC Collateral (as defined in the Existing Mortgages).

RECITALS

A. Talos Energy, Inc., a Delaware corporation (“Holdings”), Talos Production Inc., a Delaware corporation and a wholly-owned direct subsidiary of Holdings (the “Borrower”), the lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, collateral agent, an issuing bank and swingline lender and the other persons from time to time party thereto executed a Credit Agreement dated as of May 10, 2018 (as amended, restated, supplemented or otherwise modified, the “Prior Credit Agreement”) pursuant to which, upon the terms and conditions stated therein, the lenders party from time to time thereto agreed to make loans and other extensions of credit to the Borrower.

B. Each Mortgagor, each of the other signatories thereto, and Mortgagee executed a Guarantee Agreement dated as of May 10, 2018 (as amended, restated, supplemented or otherwise modified, the “Prior Guarantee”) pursuant to which, upon terms and conditions stated therein, each such Mortgagor guaranteed the obligations under the Prior Credit Agreement and other loan documents executed in connection therewith.

C. Reference is made to (i) that certain Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement from ERT, Offshore, Phoenix, Gulf Coast, Onshore, and Resources in favor of the Mortgagee dated as of June 22, 2018 (the “2018 Mortgage”), (ii) that certain Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement from Oil and Gas and Offshore in favor of the Mortgagee dated as of December 10, 2019 (the “2019 Mortgage”), (iii) that certain Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement from Exploration, Third Coast, and Offshore in favor of the Mortgagee dated as of February 28, 2020 (the “2020 Mortgage”), (iv) that certain Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement from Ventures in favor of the Mortgagee dated as of February 13, 2023 (the “2023 Mortgage”), and (v) that certain Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement from QN Exploration in favor of the Mortgagee dated as of March 4, 2024 (the “2024 Mortgage”, and together with the 2018 Mortgage, the 2019 Mortgage, the 2020 Mortgage, and the 2023 Mortgage, the “Existing Mortgages” and each an “Existing Mortgage”), which have been filed and recorded as set forth in Schedule I attached hereto and made a part hereof for all purposes, which the Mortgages granted to secure the Obligations (as defined in the Prior Credit Agreement).

E. The Borrower, Holdings, the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent, collateral agent, an issuing bank and swingline lender, and the other persons party thereto have entered into that certain Amended and Restated Credit Agreement, dated as of January 20, 2026 (together with all amendments, restatements, amendments and restatements, supplements and other modifications, if any, from time to time thereafter made thereto, the “Credit Agreement”), in order to, among other things, (i) rearrange, renew, extend and continue the respective obligations of the Borrower and Holdings under the Prior Credit Agreement and the other loan documents executed in connection therewith; (ii) implement the joinder of additional financial institutions as “Lenders” or as “Issuing Banks”, as applicable, under

the Credit Agreement; (iii) modify the commitments of the lenders party thereto and (iv) otherwise amend and restate the terms and provisions of the Prior Credit Agreement.

F. The Prior Guarantee was amended and restated pursuant to the terms of that certain Amended and Restated Guarantee Agreement dated as of January 20, 2026 (as may be amended, restated, amended and restated, supplemental or otherwise modified from time to time, the “Guarantee”), among the Mortgagors and the other signatories thereto, as guarantors, and Mortgagee, pursuant to which each such Mortgagor or other guarantor thereunder has guaranteed the due and punctual payment of, and the performance of, the Guaranteed Obligations (as defined therein).

G. The Mortgagors and the Mortgagee desire to enter into this Mortgage Amendment to (i) amend the Existing Mortgages as described herein and (ii) ratify and confirm the Existing Mortgages and all liens, security interests, rights, titles, assignments and other interests described therein.

H. Each Mortgagor is a Subsidiary of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the other Credit Documents and is willing to execute and deliver this Mortgage Amendment in order to induce the lenders party thereto from time to time to make the Loans and to extend other credit and to induce the Other Secured Persons to make their respective extensions of credit thereunder.

I. Therefore, in order to comply with the terms and conditions of the Credit Agreement and other Credit Documents and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Mortgagor hereby agrees as follows:

SECTION 1 DEFINITIONS

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

1.2 UCC and Other Defined Terms. Capitalized terms used in this Mortgage Amendment but not otherwise defined herein shall have the meanings assigned to such terms (i) in or by reference to the Existing Mortgages; (ii) if not defined in or by reference to the Existing Mortgages, in or by reference to the Credit Agreement; or (iii) if not defined in or by reference to the Existing Mortgages or the Credit Agreement, in the Applicable UCC (as defined in the Existing Mortgages). The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Mortgage Amendment, including terms defined in the preamble and recitals to this Mortgage Amendment.

SECTION 2 AMENDMENT OF THE EXISTING MORTGAGES

The Existing Mortgages are hereby amended as follows:

2.1 Amendment of Definition of Credit Agreement.

(a) Recital A of each Existing Mortgage is hereby amended and restated, in its entirety, to provide as follows:

Talos Energy Inc., a Delaware corporation (“Holdings”), Talos Production Inc., a Delaware corporation and a wholly-owned direct subsidiary of Holdings (the “Borrower”), the lenders from time to time party thereto (the “Lenders”), JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent, an Issuing Bank and Swingline Lender (as each such term is defined in the Credit Agreement) and the other persons from time to time party thereto executed an Amended and Restated Credit Agreement dated as of January 20, 2026 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) pursuant to which, upon the terms and conditions stated therein, the Lenders agreed to make loans and other extensions of credit to the Borrower.

(b) Each reference in the Existing Mortgages to the “Credit Agreement” shall have the meaning as amended in the immediately foregoing clause (a).

2.2 Amendment of Definition of Guarantee in the 2018 Mortgage, the 2019 Mortgage, and the 2020 Mortgage.

(a) Recital E of each of the 2018 Mortgage, the 2019 Mortgage, and the 2020 Mortgage is hereby amended and restated, in its entirety, to provide as follows:

Each Mortgagor, each of the other signatories thereto, and Mortgagee are party to that certain Amended and Restated Guarantee Agreement dated as of January 20, 2026 (such agreement, as may from time to time be amended, restated, supplemented or otherwise modified, the “Guarantee”) pursuant to which, upon terms and conditions stated therein, each such Mortgagor has agreed to guarantee the Obligations under the Secured Transaction Documents.

(b) Each reference to the “Guarantee” in the 2018 Mortgage, the 2019 Mortgage, and the 2020 Mortgage shall have the meaning as amended in the immediately foregoing clause (a).

2.3 Amendment of Definition of Guarantee in the 2023 Mortgage and the 2024 Mortgage.

(a) Recital E of each of the 2023 Mortgage and the 2024 Mortgage is hereby amended and restated, in its entirety, to provide as follows:

Mortgagor, each of the other signatories thereto, and Mortgagee are party to that certain Amended and Restated Guarantee Agreement dated as of January 20, 2026 (such agreement, as may from time to time be amended, restated, supplemented or otherwise modified, the “Guarantee”) pursuant to which, upon terms and conditions stated therein, each Mortgagor has agreed to guarantee the Obligations under the Secured Transaction Documents.

(b) Each reference to the “Guarantee” in the 2023 Mortgage and the 2024 Mortgage shall have the meaning as amended in the immediately foregoing clause (a).

2.4 Amendment of Reference to Collateral Agreement. Subsection (b) in Section 2.6 of each Existing Mortgage is hereby amended by replacing the reference to “the Collateral Agreement” with “that certain Amended and Restated Collateral Agreement dated as of January 20, 2026, among the Borrower, Holdings, the Collateral Agent, and the other parties thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time (the “Collateral Agreement”).”

2.5 Amendment to Delete Notice Obligation. Section 7.12 of each Existing Mortgage shall delete in its entirety the following clause:

With a copy of any notice to: c/o Apollo Management, L.P.
9 West 57th Street, 43rd Floor
New York, NY 10019

2.6 Amendment to Maximum Amount Secured. Section 8.3 of the 2018 Mortgage and 2019 Mortgage is hereby amended by deleting the reference to “\$1,500,000,000” therein and inserting in place thereof, “\$2,000,000,000”.

SECTION 3 EFFECT OF AMENDMENT; RATIFICATION AND RECONFIRMATION OF THE EXISTING MORTGAGES

3.1 Effect of Amendment. Except as expressly amended hereby, the Existing Mortgages shall remain in full force and effect. Nothing in this Mortgage Amendment releases any right, claim, lien, security interests or entitlement of Mortgagee created by or contained in the Existing Mortgages or releases any Mortgagor from any covenant, warranty or obligation created by or contained in the Existing Mortgages, and all covenants, warranties, obligations and other terms of the Existing Mortgages, as amended hereby, are applicable to all Mortgaged Property.

3.2 Scope of Amendment. This Mortgage Amendment represents an amendment to the mortgage of both real and personal property, the security agreement, the assignment, and the financing statement, and also covers proceeds and fixtures.

3.3 Reaffirmance of the Existing Mortgages. To secure full and complete payment of the Obligations (as defined in the Existing Mortgages, after giving effect to the amendments herein) when due, each Mortgagor has MORTGAGED, ASSIGNED, PLEDGED, and HYPOTHECATED, and by these presents does hereby MORTGAGE, ASSIGN, PLEDGE, and HYPOTHECATE to the Mortgagee, for the use and benefit of itself and the Other Secured Persons, all of each such Mortgagor’s properties, rights and interests, whether now owned or hereafter acquired, in and to the Mortgaged Property (as defined in the Existing Mortgages, as amended by this Mortgage Amendment) located in the State of Louisiana or within the offshore area over which the United States of America asserts jurisdiction and to which the laws of the State of Louisiana are made applicable as a matter of federal law with respect to the Existing Mortgages (as amended hereby) and/or lien or security interests created thereby.

TO HAVE AND TO HOLD unto the Mortgagee, and Mortgagee's successors and assigns, upon the terms, provisions, and conditions set forth in the Existing Mortgages (as amended hereby), forever to secure the Obligations, all of each such Mortgagor's rights, titles, interests and estates now owned or hereafter acquired by such Mortgagor for all such Mortgaged Property as described in the Existing Mortgages (as amended hereby).

3.4 Ratification, Reconfirmation. Each Mortgagor hereby ratifies, adopts, and confirms the Existing Mortgages, as amended by this Mortgage Amendment, except to the extent of any releases in writing by Mortgagee, or its predecessor, which were delivered to such Mortgagor prior to the date hereof. All representations, warranties and covenants of each Mortgagor in the Existing Mortgages are hereby repeated, remade and incorporated herein by this reference for the benefit of Mortgagee on and as of the date hereof.

SECTION 4 MISCELLANEOUS

4.1 Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of the Mortgagee and the Other Secured Persons in order to effectuate the provisions hereof. The invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

4.2 Successors and Assigns. The terms used to designate any party or group of persons shall be deemed to include the respective heirs, legal representatives, successors and assigns of such Persons.

4.3 Counterparts. This Mortgage Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which are identical.

4.4 Governing Law. Insofar as permitted by otherwise applicable law, this Mortgage Amendment shall be construed under and governed by the laws of the State of Louisiana.

4.5 Financing Statement; Fixture Filing. This Mortgage Amendment shall be effective as a financing statement filed as a fixture filing with respect to all Fixtures included within the Mortgaged Property and may be filed or filed for record in the real estate records, mortgage records or other appropriate records of each jurisdiction where any part of the Mortgaged Property (including said fixtures) is situated (or is offshore of). This Mortgage Amendment shall also be effective as a financing statement covering As-Extracted Collateral (including oil and gas and all other substances of value that may be extracted from the ground) and accounts financed at the wellhead or minehead of wells or mines located on the properties subject to the Applicable UCC and may be filed for record in the real estate records, UCC records or other appropriate records of each jurisdiction where any part of the Mortgaged Property is situated (or is offshore of).

4.6 Filing of Financing Statements. Pursuant to the Applicable UCC, each Mortgagor authorizes the Mortgagee, its counsel or its representative, at any time and from time to time, to file or record financing statements, continuation statements, amendments thereto and other filing

or recording documents or instruments with respect to the Mortgaged Property without the signature of such Mortgagor in such form and in such offices as the Mortgagee reasonably determines appropriate to perfect the security interests of the Mortgagee under this Mortgage Amendment. Each Mortgagor also authorizes the Mortgagee, its counsel or its representative, at any time and from time to time, to file or record such financing statements that describe the collateral covered thereby as “all assets of the Mortgagor”, “all personal property of the Mortgagor” or words of similar effect. Each Mortgagor shall pay all costs associated with the filing of such instruments.

4.7 Limit on Obligations and Collateral. It is the intention of each Mortgagor, the Mortgagee and the Other Secured Persons that this Mortgage Amendment not constitute a fraudulent transfer or fraudulent conveyance under any state or federal law that may be applied hereto. Each Mortgagor and, by the Mortgagee’s acceptance hereof, the Mortgagee and the Other Secured Persons hereby acknowledge and agree that, notwithstanding any other provision of this Mortgage Amendment, the indebtedness secured hereby shall be limited to the maximum amount of indebtedness that can be incurred or secured by such Mortgagor without rendering this Mortgage Amendment voidable under applicable law relating to fraudulent conveyances or fraudulent transfers.


4.8 References. The words “herein,” “hereof,” “hereunder” and other words of similar import when used in this Mortgage Amendment refer to this Mortgage Amendment as a whole, and not to any particular article, section or subsection. Any reference herein to a Section shall be deemed to refer to the applicable Section of this Mortgage Amendment unless otherwise stated herein. Any reference herein to an exhibit or schedule shall be deemed to refer to the applicable exhibit or schedule attached hereto unless otherwise stated herein.

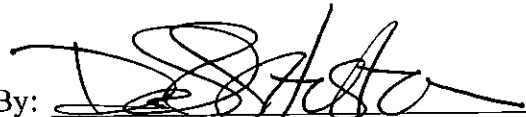
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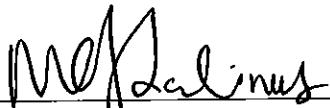
THUS DONE AND PASSED, on this 26th day of March, 2026, to be effective as of the Effective Date, in multiple originals before me, the undersigned Notary Public in and for the County of Harris, State of Texas, and in the presence of the undersigned competent witnesses, who hereunto signed their names with the undersigned Mortgagors and me, Notary Public, after due reading of the whole.

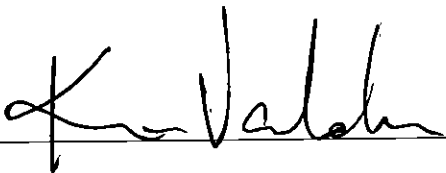
TALOS ERT LLC,
TALOS ENERGY OFFSHORE LLC,
TALOS ENERGY PHOENIX LLC,
TALOS GULF COAST OFFSHORE LLC,
TALOS GULF COAST ONSHORE LLC,
TALOS RESOURCES LLC,
TALOS OIL AND GAS LLC,
TALOS EXPLORATION LLC,
TALOS THIRD COAST LLC,
TALOS ENERGY VENTURES, LLC, and
TALOS QN EXPLORATION LLC,
each as a Mortgagor

WITNESSES:


Printed Name: Julie Pratt

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


Printed Name: Mariena Gonzalez-Salinas

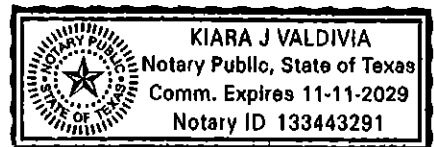


Printed Name: Kiara J Valdivia
NOTARY PUBLIC,
in and for State of Texas

My commission expires: 11/11/2029
Notarial No.: 133443291

[SEAL]

Signature Page



THUS DONE AND PASSED, on this 30th day of March, 2026, to be effective as of the Effective Date, in multiple originals before me, the undersigned Notary Public in and for the County of Dallas, State of Texas, and in the presence of the undersigned competent witnesses, who hereunto signed their names with the undersigned Mortgagee and me, Notary Public, after due reading of the whole.

WITNESSES:

ADMINISTRATIVE AGENT AND MORTGAGEE:

Witness Signature: [Signature]
Printed Name of Witness: Andy Fitzinger

JPMORGAN CHASE BANK, N.A., as Administrative Agent under the Credit Agreement, and as Mortgagee

Witness Signature: [Signature]
Printed Name of Witness: WESTON STEELHAMMER

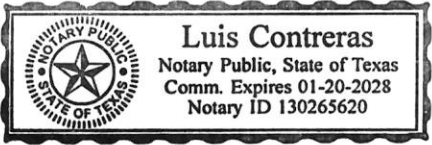
By: [Signature]
Name: Cameron Strook
Title: Authorized Officer

[Signature]

Printed Name: Luis Contreras
NOTARY PUBLIC,
in and for State of Texas

My commission expires: 01/20/23
Notarial No.: 130265620

[SEAL]



SCHEDULE I

to

OMNIBUS AMENDMENT TO MORTGAGE, ASSIGNMENT OF PRODUCTION,
SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT

Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement from Talos ERT LLC, Talos Energy Offshore LLC, Talos Energy Phoenix LLC, Talos Gulf Coast Offshore LLC, Talos Gulf Coast Onshore LLC and Talos Resources LLC to JPMorgan Chase Bank, N.A., dated June 22, 2018, and filed as follows:

Jurisdiction:	File No.:	File Date:
Cameron Parish, LA	#343560	07/05/2018
Iberia Parish, LA	#2018-00006133 MOB 1815, Page 579	07/05/2018
Jefferson Parish, LA	#11833504 MOB 4786, Page 356	07/03/2018
Lafourche Parish, LA	#1261978 Book 1911, Page 157	07/13/2018
Plaquemines Parish, LA	#2018-00002392 MOB 731, Page 1	07/05/2018
St. Bernard Parish, LA	#617809 Book 1873, Page 654	07/03/2018
St. Mary Parish, LA	#344552 Book 1541, Page 356	07/05/2018
Terrebonne Parish, LA	#1562000 MOB 3010, Page 346	07/06/2018
Vermilion Parish, LA	#2018005176	07/03/2018
BOEM OCS File # G00038, G00040, G00042, G00063, G00064, G00065, G00066, G00067, G00068, G00069, G00079, G00593, G00594, G00599, G00605, G00775, G00792, G00972, G00974, G01023, G01238, G01526, G01618, G01665, G01666, G01984, G02130, G02280, G02281, G02316, G02572, G02601, G02917, G03417, G03484, G04842, G05438, G05599, G05602, G05687, G05825, G06238, G06655, G06892, G06893, G06896,	N/A	Received 07/06/2018

Jurisdiction:	File No.:	File Date:
G06898, G06899, G07799, G07917, G07923, G08467, G08475, G08483, G08784, G09637, G09771, G09777, G12027, G12355, G12358, G13928, G13997, G14493, G15156, G15158, G15563, G16727, G17406, G17407, G17408, G18054, G18192, G19866, G19869, G21642, G21655, G22621, G22738, G24924, G24926, G26302, G26655, G26664, G31732, G33242, G33693, G34829, G34971, G35658		

Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement from Talos Oil and Gas LLC and Talos Energy Offshore LLC to JPMorgan Chase Bank, N.A., as Collateral Agent for the benefit of itself and the Other Secured Persons, dated as of December 10, 2019, and filed as follows:

Jurisdiction:	File No.:	File Date:
Cameron Parish, LA	346822	01/03/2020
Iberia Parish, LA	2020-00000080; Book 1885, Page 352	01/03/2020
Jefferson Parish, LA	12000316; Book 4861, Folio 132	01/03/2020
Lafourche Parish, LA	1289189; Book 2016, Page 221	01/03/2020
Plaquemines Parish, LA	2020-00000024; Book 759, Page 46	01/03/2020
St. Bernard Parish, LA	628878; Book 1923; Page 881	01/03/2020
St. Mary Parish, LA	350131; Book 1581, Page 383	01/03/2020
Terrebonne Parish, LA	1595645; Book 3121, Page 335	01/03/2020
Vermilion Parish, LA	CO & MO: 2020000056	01/03/2020
BOEM OCS-G04940, OCS-G05809, OCS-G14021, OCS-G24133, OCS-G24134, OCS-G28030, OCS-G32363, OCS-G35385, OCS-G36405, OCS-G36566	N/A	Received 01/06/2020

Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement from Talos Exploration LLC, Talos Third Coast LLC and Talos Energy Offshore LLC to JPMorgan Chase Bank, N.A., as Collateral Agent for the benefit of itself and the Other Secured Persons, dated as of February 28, 2020, and filed as follows

Jurisdiction:	File No.:	File Date:
Cameron Parish, LA	347233	03/20/2020
Iberia Parish, LA	2020-00002398; Book 1895, Page 86	03/20/2020
Jefferson Parish, LA	12014672; Book 4872, Folio 413	03/23/2020
Lafourche Parish, LA	1293139; Book 2031, Page 329	03/20/2020
Plaquemines Parish, LA	2020-00001028; Book 763, Page 648	03/20/2020
St. Bernard Parish, LA	630650; Book 1932, Page 458	03/23/2020
St. Mary Parish, LA	350947; Book 1587, Page 231	03/24/2020
Terrebonne Parish, LA	1600574; Book 3139, Page 238	03/20/2020
Vermilion Parish, LA	2020002112	03/23/2020
BOEM OCS-G09387, OCS-G15276 OCS-G16500, OCS-G17942 OCS-G21176, OCS-G22812 OCS-G22868, OCS-G22873 OCS-G22877, OCS-G23740 OCS-G24055, OCS-G24059 OCS-G24060, OCS-G24064 OCS-G27247, OCS-G27249 OCS-G27982, OCS-G31418 OCS-G32303, OCS-G33140		Received 03/23/2020

Jurisdiction:	File No.:	File Date:
OCS-G33177, OCS-G33707		
OCS-G33755, OCS-G33757		
OCS-G34435, OCS-G34438		
OCS-G34441, OCS-G34874		
OCS-G34909, OCS-G35324		
OCS-G35326, OCS-G35491		
OCS-G35620, OCS-G35805		
OCS-G35832, OCS-G35984		
OCS-G36566		

Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement from EnVen Energy Ventures, LLC to JPMorgan Chase Bank, N.A., as Collateral Agent, dated as of February 13, 2023, and filed as follows:

Jurisdiction:	File No.:	File Date:
Jefferson Parish, Louisiana	12309593; MOB 5020, Page 869	03/09/2023
Lafourche Parish, Louisiana	1353315; MOB 2283, Page 79	03/15/2023
Plaquemines Parish, Louisiana	2023-00000790; MOB 827, Page 346	03/09/2023
Terrebonne Parish, Louisiana	1668749; MOB 3410, Page 199	03/15/2023
BOEM	N/A	Received
OCS-G02638 OCS-G12119		03/20/2023
OCS-G02639 OCS-G12136		
OCS-G02643 OCS-G12139		
OCS-G06921 OCS-G13075		
OCS-G07995 OCS-G13091		
OCS-G07998 OCS-G13988		
OCS-G08035 OCS-G15565		
OCS-G08036 OCS-G35295		
OCS-G08038 OCS-G36704		
OCS-G10944 OCS-G36876		

Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement from QuarterNorth Energy, LLC to JPMorgan Chase Bank, N.A., as Collateral Agent, dated as of March 4, 2024, and filed as follows:

Jurisdiction:	File No.:	File Date:
Cameron Parish, Louisiana	357139	03/11/2024
Iberia Parish, Louisiana	21804	03/08/2024
Jefferson Parish, Louisiana	12409282;MOB 5064;Pg 419	03/08/2024
Lafourche Parish, Louisiana	1369136;MOB 2350;Pg 428	03/08/2024
Plaquemines Parish, Louisiana	2024-00000659;MOB 850;Pg 814	03/08/2024
St. Bernard Parish, Louisiana	663537;MOB 2094;Pg 561	3/7/24
St. Mary Parish, Louisiana	364806;MOB 1706;Pg 614	3/8/24
Terrebonne Parish, Louisiana	1686893;MOB 3491:pg 34	3/8/24
Vermilion Parish, Louisiana	2024001412	3/8/24
BOEM OCS-G11043, OCS-G12209 OCS-G12210, OCS-G21685 OCS-G24133, OCS-G24134 OCS-G24987, OCS-G27278 OCS-G28021, OCS-G28022 OCS-G28030, OCS-G32343 OCS-G32363, OCS-G34536 OCS-G34878, OCS-G34879 OCS-G34966, OCS-G37467	N/A	Received 3/15/24

RECEIVED
ADJUDICATION SECTION
MAY 18 2026

ANNEX I

CERTIFIED COPY OF RESOLUTIONS OF MORTGAGORS

[SEE ATTACHED]

RECEIVED
ADJUDICATION SECTION
MAY 18 2026

CERTIFIED RESOLUTIONS

Resolutions of

TALOS ERT LLC, TALOS ENERGY OFFSHORE LLC, TALOS PHOENIX LLC,
TALOS GULF COAST OFFSHORE LLC, TALOS GULF COAST ONSHORE LLC,
TALOS RESOURCES LLC, TALOS OIL AND GAS LLC, TALOS EXPLORATION LLC,
TALOS THIRD COAST LLC, TALOS ENERGY VENTURES, LLC, and
TALOS QN EXPLORATION LLC

Executed and dated effective as of March 26, 2026

The undersigned, the Executive Vice President, General Counsel and Secretary of TALOS ERT LLC, a Delaware limited liability company, TALOS ENERGY OFFSHORE LLC, a Delaware limited liability company, TALOS ENERGY PHOENIX LLC, a Delaware limited liability company, TALOS GULF COAST OFFSHORE LLC, a Delaware limited liability company, TALOS GULF COAST ONSHORE LLC, a Delaware limited liability company, TALOS RESOURCES LLC, a Delaware limited liability company, TALOS OIL AND GAS LLC, a Delaware limited liability company, TALOS EXPLORATION LLC, a Delaware limited liability company, TALOS THIRD COAST LLC, a Delaware limited liability company, TALOS ENERGY VENTURES, LLC, a Delaware limited liability company (as successor-by-conversion to EnVen Energy Ventures, LLC, a Louisiana limited liability company), and TALOS QN EXPLORATION LLC, a Delaware limited liability company (formerly known as QuarterNorth Energy LLC) (each a "Mortgagor"), does hereby certify in his/her official capacity, stated above, of each Mortgagor, and not in his/her individual capacity, that attached hereto as Annex I are complete and correct copies of the resolutions duly adopted by the governing body of each Mortgagor approving and authorizing the execution, delivery and performance of this Omnibus Amendment to Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement, which resolutions have not been amended, rescinded or modified since the date of adoption thereof and are in full force and effect on the date hereof.

TALOS ERT LLC,
TALOS ENERGY OFFSHORE LLC,
TALOS PHOENIX LLC,
TALOS GULF COAST OFFSHORE LLC,
TALOS GULF COAST ONSHORE LLC,
TALOS RESOURCES LLC,
TALOS OIL AND GAS LLC,
TALOS EXPLORATION LLC,
TALOS THIRD COAST LLC,
TALOS ENERGY VENTURES, LLC, and
TALOS QN EXPLORATION LLC,

By:



Name: Deborah S. Huston

Title: Vice President, Deputy General
Counsel and Assistant Secretary

WRITTEN CONSENT OF THE SOLE MEMBER OF
CKB PETROLEUM LLC
STONE ENERGY HOLDING, L.L.C.
TALOS ENERGY HOLDINGS LLC
TALOS ENERGY INTERNATIONAL LLC
TALOS ENERGY LLC
TALOS ENERGY OFFSHORE LLC
TALOS ENERGY OPERATING COMPANY LLC
TALOS ENERGY PHOENIX LLC
TALOS ERT LLC
TALOS EXPLORATION LLC
TALOS GULF COAST LLC
TALOS GULF COAST OFFSHORE LLC
TALOS GULF COAST ONSHORE LLC
TALOS OIL AND GAS LLC
TALOS PETROLEUM LLC
TALOS RESOURCES LLC
TALOS THIRD COAST LLC
TALOS ENERGY VENTURES, LLC
TALOS ENERGY VENTURES HOLDING, LLC
TALOS ENERGY VENTURES GOM LLC
TALOS QN LLC
TALOS QN EXPLORATION LLC

January 20, 2026

The undersigned, (a) Talos Production Inc., a Delaware corporation (the “**Borrower**”), being the sole member of Talos Energy International LLC, a Delaware limited liability company (“**International**”), Talos Energy LLC, a Delaware limited liability company (“**Energy**”), Talos Energy Offshore LLC, a Delaware limited liability company (“**Energy Offshore**”), Talos Energy Operating Company LLC, a Delaware limited liability company (“**Operating Co**”), Talos ERT LLC, a Delaware limited liability company (“**ERT**”), Talos Exploration LLC, a Delaware limited liability company (“**Exploration**”), Talos Gulf Coast LLC, a Delaware limited liability company (“**Gulf Coast**”), Talos Oil and Gas LLC, a Delaware limited liability company (“**O&G**”), Talos Third Coast LLC, a Delaware limited liability company (“**Third Coast**”), Talos Energy Ventures GOM LLC, a Delaware limited liability company (“**Ventures GOM**”) and Talos QN LLC, a Delaware limited liability company (“**QN**”), (b) ERT being the sole member of CKB Petroleum LLC, a Delaware limited liability company (“**CKB**”), (c) Energy being the sole member of Talos Energy Holdings LLC, a Delaware limited liability company (“**Energy Holdings**”), Talos Energy Phoenix LLC, a Delaware limited liability company (“**Phoenix**”) and Talos Petroleum LLC, a Delaware limited liability company (“**Petroleum**”), (d) Petroleum being the sole member of Stone Energy Holding, L.L.C., a Delaware limited liability company (“**Stone**”) and Talos Resources LLC, a Delaware limited liability company (“**Resources**”), (e) Gulf Coast being the sole member of Talos Gulf Coast Offshore, a Delaware limited liability company (“**Offshore**”) and Talos Gulf Coast Onshore LLC, a Delaware limited liability company (“**Onshore**”), (f) Ventures GOM being the sole member of Talos Energy Ventures Holding, LLC, a Delaware limited liability company (“**Ventures Holding**”), (g) Ventures Holding being the sole member of Talos Energy Ventures, LLC, a Delaware limited liability company (“**Ventures**”) and (h) QN being the sole member of Talos QN Exploration LLC, a Delaware limited liability company (“**QN Exploration**”) and collectively with International, Energy, Energy Offshore, Operating Co, ERT, Exploration, Gulf Coast, O&G, Third Coast, Ventures GOM, QN, CKB, Energy Holdings, Phoenix, Petroleum, Stone, Resources, Offshore, Onshore, Ventures Holding and Ventures, the “**Companies**”, and each a “**Company**”) (the Borrower, ERT, Energy, Petroleum, Gulf Coast, Ventures GOM, Ventures Holding and QN in the

aforementioned capacities, the “**Member**”), hereby adopt and approve, by written consent, the following resolutions and the actions contemplated hereby as the act of the Companies. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement (as defined below).

Credit Agreement

WHEREAS, the Borrower, Talos Energy Inc., a Delaware corporation (“**Holdings**”), JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”), the issuing banks, the lenders party thereto (the “**Existing Lenders**”), and the other Persons from time to time party thereto (each such term as defined in the Existing Credit Agreement) entered into that certain Credit Agreement dated as of May 10, 2018 (as amended, supplemented, waived or otherwise modified from time to time prior to the date hereof, the “**Existing Credit Agreement**”), pursuant to which the Existing Lenders have, from time to time, made certain revolving credit loans and other extensions of credit, including the issuance of letters of credit, to or on behalf of the Borrower;

WHEREAS, the Borrower desires to enter into that certain Amended and Restated Credit Agreement (the “**Credit Agreement**”) dated on or about the date hereof, among the Borrower, Holdings, the Administrative Agent, the Issuing Banks, the Lenders party thereto, and the other Persons from time to time party thereto (each such term as defined in the Credit Agreement), which amends and restates the Existing Credit Agreement in its entirety, and pursuant to which, among other things, (a) the Lenders will extend the maturity date under the Existing Credit Agreement, (b) the Lenders will extend credit in the form of Loans made available to the Borrower and at any time from time to time after the Closing Date subject to the Available Commitment, and each Issuing Bank will issue Letters of Credit (subject to the Available Commitment) at any time and from time to time prior to the L/C Maturity Date, in an aggregate Stated Amount at any time outstanding not in excess of the Letter of Credit Commitment, in each case effective upon the Closing Date and subject to the satisfaction of certain conditions specified in the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, certain other Loan Documents (as defined below), and the transactions contemplated hereby and thereby, as applicable, each Company shall be required (a) to negotiate, execute, deliver and perform its obligations under the Credit Agreement, the Guarantee, the Collateral Agreement, the Mortgages, the Intercreditor Agreement and the other Security Documents, and the Credit Documents, one or more commitment letters, engagement letters, term sheets, fee letters, letter of credit agreements, letters of credit, promissory notes, deeds of trust, mortgages, fixture filings, assignments of production and/or as-extracted collateral, security agreements, pledge agreements, guaranty agreements, escrow agreements, Control Agreements (including deposit account control agreements), securities account control agreements, commodity account control agreements, subordination agreements, Equity Interest transfer powers, payoff letters, indemnities, licenses, supplemental indentures, assignments, contribution deeds, deeds of pledge or charge, undertakings, reaffirmations, comfort letters, consents, reports, waivers, releases, addenda, purchase agreements, powers of attorney, affidavits, certifications, requests, supplements (including supplements to loan documents or schedules), notices, Hedge Agreements, Cash Management Agreements and other agreements, documents, instruments, contracts, financing statements or certificates, as each of the foregoing may be amended, amended and restated, modified, supplemented, extended, renewed or replaced from time to time (all of the foregoing referred to above, including the Credit Agreement, are collectively referred to herein as the “**Loan Documents**”); and (b) to take such other actions, including, without limitation, (i) the grant of Liens on all or substantially all of its assets (including, without limitation, the pledge of Equity Interests in the such Company’s Subsidiaries and other persons and entities) in favor of the Collateral Agent or other agents or trustees, on behalf of the secured parties described or named in the Loan Documents (including, for the avoidance of doubt, the Secured Parties), to secure any or all Indebtedness, Obligations or other liabilities

of the Borrower and any other Guarantors arising under or in connection with the Credit Agreement, the other Loan Documents and Secured Hedge Transactions and Secured Cash Management Agreements, and all other obligations under or described in the Loan Documents, (ii) the guarantee of all Obligations and Indebtedness, (iii) the filing of UCC financing statements or amendments thereto, or other filings necessary to perfect or give notice of Liens, (iv) the filing of the Mortgages and any other deeds of trust or mortgages, and any amendments, amendments and restatements, modifications or supplements thereto, necessary to perfect or give notice of Liens, (v) the delivery of Equity Interest transfer powers and equity certificates, (vi) the payment of fees, costs and expenses, (vii) the giving of notices, the designation of persons authorized to act, and (viii) other actions as may be necessary or appropriate to consummate the transactions and perform under the Loan Documents, including, without limitation, the execution, delivery and filing of Mortgages, amendments, amendments and restatements, supplements, modifications, renewals and/or extensions of or to Mortgages, other collateral documents, and the other Loan Documents (collectively, “**Related Actions**”);

WHEREAS, the Member desires to authorize and consent to the negotiation, execution and delivery of and the performance by the Companies of their respective obligations and agreements under the Loan Documents and the taking of any and all Related Actions;

WHEREAS, pursuant to the Credit Agreement, the Companies may be required to consummate certain transactions after the Closing Date of the Credit Agreement (collectively, the “**Post Effective Date Transactions**”);

WHEREAS, the Member desires to authorize and consent to the execution, delivery and performance of the Post Effective Date Transactions by or on behalf of the Companies;

WHEREAS, without limitation to the other matters set forth in this written consent, the Member desires to (a) ratify, approve, confirm and adopt the obligations of the Companies under each Loan Document to which the Companies are or become a party, including all such obligations as they may be amended, modified, supplemented, renewed, extended or increased by (or as provisions thereof may be waived by) the Credit Agreement and the other Loan Documents, and (b) ratify, approve, confirm and adopt all actions heretofore taken by or on behalf of the Companies with respect to the matters contemplated by this written consent;

WHEREAS, the Member has determined that the Loan Documents, the Related Actions and the Post Effective Date Transactions are necessary or convenient to the conduct, promotion or attainment of the business of the Companies, and that it is advisable and in the best interest of the Companies to enter into such documents and/or perform their respective obligations with respect thereto; and

WHEREAS, the Member desires to authorize and consent to the Companies’ taking the actions permitted to be taken by the Companies pursuant to this written consent, and to take such other actions as the Companies, through their respective Authorized Officers (as defined below), deem necessary or appropriate to carry out the intent of this written consent.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

RESOLVED, that the chief executive officer, chief financial officer, chief operating officer, chief commercial officer, president, and any executive vice president, vice president, general partner, manager, managing director, treasurer, secretary, or any other duly authorized representative of each Company shall constitute an authorized officer (each, an “**Authorized Officer**”) of each Company;

RESOLVED, that the Credit Agreement, the other Loan Documents, any Borrowings thereunder, the taking of any and all Related Actions and the Post Effective Date Transactions, and each of them, are hereby, ratified, confirmed, approved and adopted in all respects on the terms determined by the applicable Authorized Officers as set forth in the final forms thereof and the applicable Authorized Officers be, and each of them hereby is, authorized to negotiate, execute and deliver the Loan Documents in the name and on behalf of each Company and to perform the Companies' respective obligations thereunder, and to take all actions in accordance therewith that any of them may deem necessary or advisable to consummate the transactions contemplated thereby, and the actions of such Authorized Officers in negotiating the terms of, and in executing and delivering, each Loan Document on behalf of the Companies be, and they hereby are, ratified, confirmed, approved and adopted;

RESOLVED, that the Authorized Officers of each Company be, and each of them hereby is, authorized to take such actions, and to negotiate, execute and deliver such documents as may be necessary or advisable, in the name and on behalf of each Company, to accomplish the Related Actions and the Post Effective Date Transactions, and to perform each Company's obligations under any such documents, and such actions of such Authorized Officers, including the negotiation of terms of and the execution and delivery of any such document, be, and they hereby are, ratified, confirmed, approved and adopted;

RESOLVED, that the Member hereby authorizes, consents to, ratifies, approves, confirms and adopts all actions heretofore taken by or on behalf of the Companies with respect to the matters contemplated by this written consent;

RESOLVED, that the applicable Authorized Officers be, and each of them hereby is, authorized to negotiate, execute and deliver any amendments, modifications, or supplements to, any reaffirmations of, and any waivers or consents under, any Loan Documents (including without limitation, any extensions for any period, any increases (whether of Commitments, Obligations, Borrowings or otherwise), and any restructuring, refinancing or rearrangement of Obligations therewith) in the name and on behalf of the Companies and to perform the Companies' respective obligations under any such agreement (and any Loan Document as amended thereby), and to take all actions in accordance therewith that any of them may deem necessary or advisable to consummate the transactions contemplated thereby (and any Loan Document as amended thereby), and the actions of such Authorized Officers in negotiating the terms of, and in executing and delivering, any such agreement upon the terms set forth in the final form thereof be, and they hereby are, ratified, confirmed, approved and adopted;

RESOLVED, that the Companies are hereby authorized to take actions pursuant to these resolutions, and to take such other actions as each of the Companies, through its Authorized Officers, deems necessary or appropriate to carry out the intent of this written consent;

RESOLVED, that the Secretary, any Assistant Secretary (or equivalent positions), or any Authorized Officer, of the Companies is hereby authorized, empowered and directed to certify these resolutions to the Administrative Agent, the Lenders and others;

RESOLVED, that the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any Related Action or other action to be taken in accordance with any requirement of any of the Loan Documents or other agreements or instruments described in the foregoing resolutions, shall in no manner derogate from the authority of the Authorized Officers to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

RESOLVED, that the authority conferred upon the Authorized Officers by these resolutions shall be in addition to, and shall in no way limit, such other authority as any such Authorized Officer may have with respect to the Loan Documents, any Related Action or the other transactions contemplated by these resolutions; and

RESOLVED, that the applicable Authorized Officers be, and each of them hereby is, authorized and directed to take all such further action and to execute and deliver all such further agreements, instruments and documents, in the name and on behalf of each of the Companies, under its corporate seals or otherwise, and to pay all such fees, expenses and taxes, as in his or her judgment shall be necessary, proper and advisable in order to fully carry out the intent and to accomplish the purposes of the foregoing resolutions.

RESOLVED, that all acts and deeds of any director or officer on behalf of each Company taken prior to the date hereof to carry out the intent and accomplish the purposes of these resolutions are hereby approved, adopted, ratified, and confirmed in all respects as the authorized acts and deeds of such Company.

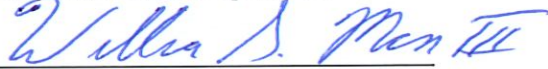
This written consent may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and all of which shall together constitute one and the same instrument. Counterparts and executed signature pages transmitted by facsimile or email shall be valid as originals.

[COUNTERPART SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have hereby duly executed this written consent as of the date first written above.

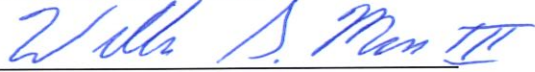
TALOS PRODUCTION INC.,

in its capacity as the sole member of **TALOS ENERGY INTERNATIONAL LLC, TALOS ENERGY LLC, TALOS ENERGY OFFSHORE LLC, TALOS ENERGY OPERATING COMPANY LLC, TALOS ERT LLC, TALOS EXPLORATION LLC, TALOS GULF COAST LLC, TALOS OIL AND GAS LLC, TALOS THIRD COAST LLC, TALOS ENERGY VENTURES GOM LLC, and TALOS QN LLC**

By: 
Name: William S. Moss III
Title: Executive Vice President, General Counsel and Secretary

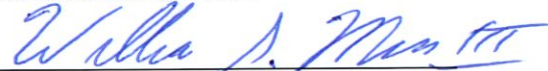
TALOS ERT LLC,

in its capacity as the sole member of **CKB PETROLEUM LLC**

By: 
Name: William S. Moss III
Title: Executive Vice President, General Counsel and Secretary

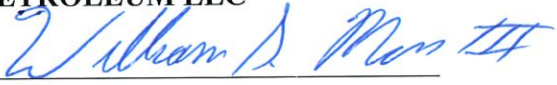
TALOS PETROLEUM LLC,

in its capacity as the sole member of **STONE ENERGY HOLDING, L.L.C and TALOS RESOURCES LLC**

By: 
Name: William S. Moss III
Title: Executive Vice President, General Counsel and Secretary


TALOS ENERGY LLC,

in its capacity as the sole member of **TALOS ENERGY HOLDINGS LLC, TALOS ENERGY PHOENIX LLC and TALOS PETROLEUM LLC**

By: 
Name: William S. Moss III
Title: Executive Vice President, General Counsel and Secretary


TALOS GULF COAST LLC,

in its capacity as the sole member of **TALOS GULF COAST OFFSHORE LLC and TALOS GULF COAST ONSHORE LLC**

By: 
Name: William S. Moss III
Title: Executive Vice President, General Counsel and Secretary


TALOS ENERGY VENTURES HOLDING, LLC,

in its capacity as the sole member of **TALOS ENERGY VENTURES, LLC**

By: 
Name: William S. Moss III
Title: Executive Vice President, General Counsel and Secretary


TALOS ENERGY VENTURES GOM LLC,

in its capacity as the sole member of **TALOS ENERGY VENTURES HOLDING, LLC**

By: 
Name: William S. Moss III
Title: Executive Vice President, General Counsel and Secretary

TALOS QN EXPLORATION LLC,

in its capacity as the sole member of **TALOS
QN LLC**

By: 
Name: William S. Moss III
Title: Executive Vice President, General Counsel
and Secretary