



RECEIVED
ADJUDICATION SECTION
OCT 08 2026

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OFFICES:
Houston, TX
New Orleans, LA

October 8, 2026

VIA EMAIL: boemadjudication@boem.gov

Bureau of Ocean Energy Management

Attn: Adjudication

1201 Elmwood Park Boulevard

New Orleans, LA 70123-2394

Re: **Category 3 – UCC Filings and Financial Statements**

Dear Sir/Madam:

On behalf of Talos Energy Ventures, LLC, Talos Ocho Energy LLC, and Talos Energy Offshore LLC, please find enclosed a copy of the following described document, which is submitted for filing purposes only:

- UCC-1 Financing Statement with Talos Energy Offshore LLC as Debtor, and JPMorgan Chase Bank, N.A., as Collateral Agent as Secured Party

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 3 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

07944, 35823, 09821, 08823, 08831, 35080, 35081, 35733, 36084, 36978, 36895, 36951, 36763

STATE OF LOUISIANA
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
UCC-1

RECEIVED
ADJUDICATION SECTION
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Important - Read Instructions before filing out form.

Follow instructions carefully.

1. Debtor's exact full legal name - insert only one debtor name (1a or 1b) - do not abbreviate or combine names.

OR	1a Organization's Name Talos Energy Offshore LLC				
	1b Individual's Last Name (and Title of Lineage (e.g. Jr. Sr., III, if applicable))		First Name	Middle Name	
1c Mailing Address c/o Talos Production Inc., 333 Clay Street, Suite 3300		City Houston		State TX	Postal Code 77002
				Country USA	
1d Tax ID #: SSN or EIN		Add'l info re Organization Debtor:	1e Type of Organization Limited liability company	1f Jurisdiction of Organization Delaware	1g Organizational ID # if any 5137912 ☐ None

2. Additional debtor's exact full legal name - insert only one debtor name (2a or 2b) - do not abbreviate or combine names.

OR	2a Organization's Name				
	2b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr. III), if applicable)		First Name	Middle Name	
2c Mailing Address		City		State	Postal Code
					Country
2d Tax ID #: SSN or EIN		Add'l info re Organization Debtor:	2e Type of Organization	2f Jurisdiction of Organization	2g Organizational ID #, if any ☐ None

3. Secured Party's Name (or Name of Total Assignee of Assignor S/P) - insert only one secured party name (3a or 3b)

OR	3a Organization's Name JPMorgan Chase Bank, N.A., as Collateral Agent				
	3b Individual's Last Name (and Title of Lineage (e.g. Jr., Sr., III), if applicable)		First Name	Middle Name	
3c Mailing Address 712 Main Street		City Houston		State TX	Postal Code 77002
					Country USA

4. This FINANCING STATEMENT covers the following collateral:
All right, title and interest in and to all of the Debtor's real and personal property defined as the "Collateral" in, and more specifically described in, that certain Mortgage, Assignment of Production, Security Agreement, Fixture Filing and Financing Statement attached hereto as Annex I and consisting of 70 pages, and by this reference made a part hereof. This Financing Statement, together with Annex I, is a total of 72 pages. This Financing Statement is to be filed in Plaquemines Parish, Louisiana. [17557156-130]

- 5a Check if applicable and attach legal description of real property: ☒ Fixture filing ☒ As-extracted collateral ☐ Standing timber constituting goods
☐ The debtor(s) do not have an interest of record in the real property (Enter name of an owner of record in 5b)

- 5b Owner of real property (if other than named debtor)

- 6a Check only if applicable and check only one box
☐ Debtor is a Transmitting Utility. Filing is Effective Until Terminated
☐ Filed in connection with a public finance transaction. Filing is effective for 30 years
- 6b Check only if applicable and check only one box
Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

7. ALTERNATIVE DESIGNATION (if applicable):
☐ CONSIGNEE/CONSIGNOR ☐ LESSEE/LESSOR
☐ SELLER/BUYER ☐ AG. LIEN ☐ BAILEE/BAILOR
☐ NON-UCC-FILING

8. Name and Phone Number to contact filer

9. Send Acknowledgment To: (Name and Address)

Mayer Brown LLP
700 Louisiana St., Suite 3400
Houston, TX 77002

10. The space below is for Filing Office Use Only

11. ☐ CHECK TO REQUEST SEARCH REPORT(S) ON DEBTORS
(ADDITIONAL FEE REQUIRED) ☐ ALL DEBTORS ☐ DEBTOR1 ☐ DEBTOR2

ANNEX I

See attached.

WHEN RECORDED OR FILED,
PLEASE RETURN TO:
Mayer Brown LLP
700 Louisiana Street, Ste 3400
Houston, TX 77002
Attn: Madison Oswald
Phone: 713-238-2481

Space above for Parish Recorder's Use

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

FROM

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

**TALOS ENERGY VENTURES, LLC,
(Organizational ID: 7293520)**

AND

**TALOS OCHO ENERGY LLC,
(Organizational ID: 10633577)**

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 EXHIBIT A HERETO. 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 EXHIBITS ATTACHED HERETO.

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 EXHIBIT HERETO. 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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Exhibit A Hydrocarbon Interests

STATE OF TEXAS

COUNTY OF HARRIS

**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 22nd day of September, 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 ENERGY OFFSHORE LLC, a Delaware limited liability company (“Offshore”), TALOS ENERGY VENTURES, LLC, a Delaware limited liability company (“Ventures”), and TALOS OCHO ENERGY LLC, a Delaware limited liability company (“Ocho” and, collectively with Offshore and Ventures, the “Mortgagors” and each a “Mortgagor”), whose respective employer identification numbers end in *6175, 2995, and 5065, 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 **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 hereinafter defined) with respect to all Mortgaged Properties (as hereinafter defined) and with respect to all UCC Collateral (as hereinafter defined).

R E C I T A L S

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 (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. The Borrower and its Restricted Subsidiaries and certain Hedge Banks have or may enter into Secured Hedge Transactions (as defined in the Credit Agreement).

C. The Borrower and its Restricted Subsidiaries and certain Cash Management Banks have or may enter into Secured Cash Management Agreements (as defined in the Credit Agreement).

D. The Credit Agreement, the Secured Hedge Transactions and the Secured Cash Management Agreements are collectively referred to herein as the “Secured Transaction Documents”.

E. Each Mortgagor, each of the other signatories thereto, and Mortgagee are party to that certain Amended and Restated Guarantee 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.

F. The Mortgagee and the Other Secured Persons have conditioned their obligations under the Secured Transaction Documents upon the execution and delivery by each Mortgagor of this Mortgage, and each such Mortgagor has agreed to enter into this Mortgage to secure all obligations owing to the Mortgagee and the Other Secured Persons under the Secured Transaction Documents and the other Credit Documents.

G. 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 in order to induce the Lenders to make the Loans and to extend other credit and to induce the Other Secured Persons Lenders to make their respective extensions of credit thereunder.

H. Therefore, in order to comply with the terms and conditions of the Secured Transaction 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, each term defined above has the meaning indicated above.

1.2 UCC and Other Defined Terms. Each capitalized term used in this Mortgage and not defined in this Mortgage shall have the meaning ascribed to such term in the Credit Agreement. Any capitalized term not defined in either this Mortgage or the Credit Agreement shall have the meaning ascribed to such term in the Applicable UCC. 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, including terms defined in the preamble and recitals to this Mortgage.

1.3 Definitions.

“Applicable UCC” means the provisions of the Uniform Commercial Code presently in effect in the jurisdiction in which the relevant UCC Collateral is situated (or is offshore of) or that otherwise is applicable to the creation or perfection of the Liens described herein or the rights and remedies of Mortgagee under this Mortgage.

“Collateral” means collectively all the Mortgaged Property and all the UCC Collateral.

“Event of Default” has the meaning ascribed to such term in Section 5.1.

“Future Advances” means future obligations and future advances that the Mortgagee or any Other Secured Person may make pursuant to any Secured Transaction Document.

“Hydrocarbon Interests” means all rights, titles, interests and estates now owned or hereafter acquired by any Mortgagor in and to the oil and gas leases, oil, gas and mineral leases, wellbore interests, and/or other liquid or gaseous hydrocarbon leases, mineral fee interests, mineral servitude interests, overriding royalty and royalty interests, net profit interests and production payment interests, and other interests and estates and the lands and premises covered or affected thereby, including any reserved or residual interests of whatever nature, in each case, that are described on Exhibit A.

“Hydrocarbons” means all oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined or separated therefrom and all other minerals that may be produced and saved from or attributable to the Oil and Gas Properties, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests or other properties constituting Oil and Gas Properties.

“Indemnified Parties” means the Mortgagee, each Other Secured Person and their Related Parties.

“Mortgaged Property” means the Oil and Gas Properties and other properties and assets described in Section 2.1(a) through Section 2.1(f).

“Obligations” has the meaning assigned to such term in Section 2.3.

“Oil and Gas Properties” means (a) the Hydrocarbon Interests; (b) the properties now or hereafter pooled or unitized with the Hydrocarbon Interests; (c) all presently existing or future unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations and rules or other official acts of any Governmental Authority and units created solely among working interest owners pursuant to operating agreements or otherwise) that may affect all or any portion of the Hydrocarbon Interests; (d) all operating agreements, contracts and other agreements, including, without limitation, production sharing contracts and agreements, production sales contracts, farmout agreements, farm-in agreements, area of mutual interest agreements, and equipment leases, described or referred to in this Mortgage or that relate to any of the Hydrocarbon Interests or interests in the Hydrocarbon Interests or the production, sale, purchase, exchange,

processing, handling, storage, transporting or marketing of the Hydrocarbons from or attributable to such Hydrocarbon Interests; (e) all Hydrocarbons in and under and that may be produced and saved or attributable to the Hydrocarbon Interests, the lands pooled or unitized therewith and any Mortgagor's interests therein, including all oil in tanks, and all rents, issues, profits, proceeds, products, revenues and other incomes from or attributable to the Hydrocarbon Interests, the lands pooled or unitized therewith and any such Mortgagor's interests therein; and (f) all tenements, hereditaments, appurtenances and properties in any manner appertaining, belonging, affixed or incidental to the Hydrocarbon Interests, the rights, titles, interests and estates described or referred to above, that are now owned or that are hereafter acquired by any Mortgagor, including, without limitation, any and all property, real or personal, immoveable or moveable, now owned or hereinafter acquired and situated upon, used, held for use or useful in connection with the operating, working or development of any of such Hydrocarbon Interests or property or the lands pooled or unitized therewith, including any and all oil wells, gas wells, injection wells or other wells, structures, fuel separators, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, gas processing plants, pipeline systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights, together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing.

"Other Secured Persons" means each Lender, each Agent under the Credit Agreement, each Issuing Bank under the Credit Agreement, each Hedge Bank, each Cash Management Bank and each sub-agent pursuant to Section 12 of the Credit Agreement.

"Permitted Encumbrances" means all Liens permitted under Section 10.2 of the Credit Agreement.

"Termination Date" shall mean the date on which all Obligations are paid in full (other than Hedging Obligations under any Secured Hedge Transactions, Cash Management Obligations under any Secured Cash Management Agreements or contingent indemnification obligations not then due) and the Total Commitment and all Letters of Credit are terminated (other than Letters of Credit that have been cash collateralized on terms reasonably satisfactory to each Issuing Bank in respect thereof or back-stopped following the termination of the Commitments).

"UCC Collateral" means the property and other assets described in Section 2.2.

SECTION 2 GRANT OF LIEN AND OBLIGATIONS

2.1 Grant of Liens. To secure payment of the Obligations when due, each Mortgagor does by these presents hereby:

MORTGAGE, ASSIGN, PLEDGE, and HYPOTHECATE to the Mortgagee, for the use and benefit of itself and the Other Secured Persons, all of the following properties, rights and interests that are 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 this Mortgage and/or lien or security interests

created hereby, TO HAVE AND TO HOLD unto the Mortgagee, for the benefit of itself and the Other Secured Persons, to secure the Obligations:

(a) All rights, titles, interests and estates now owned or hereafter acquired by such Mortgagor in and to the Oil and Gas Properties.

(b) All rights, titles, interests and estates now owned or hereafter acquired by such Mortgagor in and to all geological, geophysical, engineering, accounting, title and other technical or business data concerning the Oil and Gas Properties, or the Hydrocarbons, and all books, files, records, magnetic media, computer records and other forms of recording or obtaining access to such data.

(c) All rights, titles, interests and estates now owned or hereafter acquired by such Mortgagor in and to all Hydrocarbons.

(d) Any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the Liens hereof by such Mortgagor or by anyone on such Mortgagor's behalf; and the Mortgagee is hereby authorized to receive the same at any time as additional security hereunder.

(e) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by such Mortgagor in and to the Oil and Gas Properties and all other rights, titles, interests and estates and every part and parcel thereof, including, without limitation, any rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Permitted Encumbrances or other Liens to which any of such Oil and Gas Properties or other rights, titles, interests or estates are subject or otherwise; all rights of such Mortgagor to Liens securing payment of proceeds from the sale of production from any of such Oil and Gas Properties, together with any and all renewals and extensions of any of such related rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by such Mortgagor in and to such related rights, titles, interests or estates.

(f) All of such Mortgagor's rights, titles and interests in and to all surface fees and fee estates described in Exhibit A, if any, compressor sites, settling ponds, equipment or pipe yards, office sites and all property and fixtures located thereon, whether such surface fees, fee estates, compressor sites, settling ponds, equipment or pipe yards, office sites, property and fixtures are fee simple estates, leasehold estates or otherwise, together with all present and future rights, titles, easements and estates now owned or hereafter acquired by such Mortgagor under or in connection with such interest.

It is the intention of each Mortgagor and the Mortgagee herein to cover and affect hereby all interests that each Mortgagor may now own or may hereafter acquire in and to the interests and property described on Exhibit A, even though such Mortgagor's interests or the property be incorrectly described on Exhibit A or a description of a part or all of the interests or property described on Exhibit A or such Mortgagor's interests therein be omitted, and notwithstanding that

the interests as specified on Exhibit A may be limited to particular lands, specified depths or particular types of property interests.

Notwithstanding any provision in this Mortgage to the contrary, in no event is any Building (as defined in the applicable Flood Insurance Regulation) or Manufactured (Mobile) Home (as defined in the applicable Flood Insurance Regulation) included in the definition of “Mortgaged Property” and no Building or Manufactured (Mobile) Home is hereby encumbered by this Mortgage. As used herein, “Flood Insurance Regulations” shall mean (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001, et seq.), as the same may be amended or recodified from time to time, (iv) the Flood Insurance Reform Act of 2004 as now hereafter in effect or any successor statute thereto and (v) the Biggert Waters Flood Reform Act of 2012 as now or hereafter in effect or any successor statute thereto, and any regulations promulgated thereunder.

Any fractions or percentages specified in Exhibit A in referring to a Mortgagor’s interests are solely for purposes of the warranties made by such Mortgagor pursuant to Section 4.1 and Section 4.4 and shall in no manner limit the quantum of interest affected by this Section 2.1 with respect to any Oil and Gas Property or with respect to any unit or well identified on Exhibit A.

2.2 Grant of Security Interest. To further secure payment of the Obligations when due, each Mortgagor hereby grants to the Mortgagee, for its benefit and the benefit of the Other Secured Persons, a security interest in and to all of the following (whether now or hereafter acquired by operation of law or otherwise):

- (a) all As-Extracted Collateral from or attributable to the Mortgaged Property (including, without limitation, the Oil and Gas Properties described on Exhibit A);
- (b) all Fixtures on the Mortgaged Property (including the Mortgaged Property described or to which reference is made herein or on Exhibit A); and
- (c) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security, guarantees and other Supporting Obligations given with respect to any of the foregoing.

2.3 Obligations. This Mortgage is executed and delivered by each Mortgagor to secure the payment and performance when due of the following (the “Obligations”): all advances to, and debts, liabilities, obligations, covenants and duties of, any Credit Party (and any Restricted Subsidiary of the Borrower in the case of any Secured Transaction Document) arising under any Credit Document or arising otherwise with respect to any Loan or Letter of Credit or under any Secured Cash Management Agreement or under any Hedge Agreement with respect to any Secured Hedge Transaction, in each case, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Credit Party, Restricted Subsidiary of the Borrower or any Affiliate thereof of any proceeding under any bankruptcy or insolvency law naming such Person as the debtor in such proceeding, regardless of

whether such interest and fees are allowed claims in such proceeding. Without limiting the generality of the foregoing, the Obligations of the Credit Parties under the Credit Documents and the other Secured Transaction Documents (and any of their Restricted Subsidiaries to the extent they have obligations under the Credit Documents or the other Secured Transaction Documents) include the obligation (including Guarantee Obligations) to pay principal, interest, charges, expenses, fees, attorney costs, indemnities and other amounts (including reimbursement obligations for amounts drawn under Letters of Credit) payable by any Credit Party (or any Restricted Subsidiary, as the case may be) under any Credit Document or any other Secured Transaction Document (including amounts payable in respect of an early termination under Secured Hedge Transactions and any unpaid amounts owing in respect thereof). Notwithstanding the foregoing, (a) the obligations of the Borrower or any Restricted Subsidiary under any Secured Hedge Transaction and under any Secured Cash Management Agreement shall be secured and guaranteed pursuant to the Security Documents and the Guarantee only to the extent that, and for so long as, the other Obligations are so secured and guaranteed, (b) any release of Collateral or Guarantors effected in the manner permitted by this Mortgage and the other Credit Documents shall not require the consent of the holders of Hedge Obligations under Secured Hedge Transactions or of the holders of Cash Management Obligations under Secured Cash Management Agreements, and (c) in no event shall Excluded Hedge Obligations (as defined in the Guarantee) be included as Obligations hereunder.

2.4 Fixture Filing, Etc. Without in any manner limiting the generality of any of the other provisions of this Mortgage: (i) some portions of the goods described or to which reference is made herein are or are to become Fixtures on the land described or to which reference is made herein or on Exhibit A; (ii) the security interests created hereby under applicable provisions of the Applicable UCC will attach to all As-Extracted Collateral and all other Hydrocarbons; (iii) this Mortgage may be filed of record in the real estate records, Uniform Commercial Code records or other appropriate records as a financing statement; and (iv) one or more of the Mortgagors is the record owner of the real estate or interests in the real estate or immoveable property comprised of the Mortgaged Property.

2.5 Pro Rata Benefit. This Mortgage is executed and granted for the pro rata benefit and security of the Mortgagee and the Other Secured Persons to secure the Obligations for so long as same remains unpaid and thereafter until the Termination Date.

2.6 Excluded Properties. Notwithstanding anything herein to the contrary, in no event shall the Mortgaged Property include, and no Mortgagor shall be deemed to have granted a Lien under this Mortgage in, any of such Mortgagor's right, title or interest in any of the following property:

- (a) (i) any property to the extent that such grant of a Lien on such property is prohibited by any Requirement of Law or requires a consent not obtained of any Governmental Authority pursuant to such Requirement of Law, (ii) any property to the extent that such grant of a Lien on such property is (x) prohibited by, or constitutes a breach or default under, or results in (or would result in) the termination of (or would give any other party a right of termination of), or requires any consent not obtained under, any Contractual Requirement or equity holder or similar agreement or (y) otherwise constitutes or results (or would result) in the abandonment, invalidation or unenforceability of (or

would give any other party a right of abandonment, invalidation or unenforceability of) any right, title or interest of such Mortgagor under any Contractual Requirement or equity holder or similar agreement, except, in each case, to the extent that such Requirement of Law or the term in such Contractual Requirement or equity holder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable Requirements of Law or purports to prohibit the granting of a Lien over all assets of such Mortgagor or (iii) any property to the extent that such grant of a Lien on such property would result in the forfeiture of such Mortgagor's rights in the property; provided, however, that the foregoing exclusions shall not apply to the extent that any such prohibition, default or other term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the Applicable UCC of any relevant jurisdiction or any other applicable Requirement of Law; and provided, further, that each Mortgagor shall be deemed to have granted a Lien in all its rights, title and interests in any portion of such property that does not result in any of the consequences specified above including any Proceeds of such property; and provided, further, that, immediately upon the ineffectiveness, lapse or termination of any such Requirement of Law, prohibition or other limitation giving rise to the consequences specified above, the Mortgaged Property shall include, and each Mortgagor shall be deemed to have granted a security interest in, all such rights and interests as if such Requirement of Law, prohibition or other limitation had never been in effect; or

(b) Any property constituting "Excluded Assets" as such term is defined in the Collateral Agreement.

For the avoidance of doubt, nothing in this Section 2.6 shall be deemed to negate the requirement in the Credit Agreement that the Collateral Coverage Minimum be satisfied.

SECTION 3 ASSIGNMENT OF PRODUCTION

3.1 Assignment of Production . As further security for the payment of the Obligations and performance of each Mortgagor's obligations under the Credit Agreement, the other Credit Documents and the Secured Transaction Documents, each Mortgagor hereby transfers, assigns, warrants and conveys to the Mortgagee for the pro rata and pari passu use and benefit of the Other Secured Persons, effective as of the Effective Date, at 7:00 A.M., local time, all Hydrocarbons that are thereafter produced from and that accrue to the Mortgaged Property, and all proceeds therefrom until the Termination Date and the release or cancellation of the Mortgage. All parties producing, purchasing or receiving any such Hydrocarbons, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Mortgagee by virtue of the provisions of this Section, are authorized and directed to treat and regard the Mortgagee as the assignee and transferee of such Mortgagor and entitled in such Mortgagor's place and stead to receive such Hydrocarbons and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Mortgagee and shall be under no obligation to see to the application by the Mortgagee of any such proceeds or payments received by it.

3.2 Event of Default . If an Event of Default shall occur and only for so long as such event shall be continuing, after written notice is provided to a Mortgagor by the Mortgagee, and to the extent permitted by applicable Requirement of Law:

(a) All of such Mortgagor's Hydrocarbons and products thereof shall be delivered into pipelines connected with the Mortgaged Property, or to the purchaser thereof, to the credit of the Mortgagee, for its benefit and the benefit of the Other Secured Persons and all such revenues and proceeds thereof shall be paid directly to the Mortgagee, at its offices in New York, New York, with no duty or obligation of any party paying the same to inquire into the rights of the Mortgagee to receive the same, what application is made thereof, or as to any other matter;

(b) Such Mortgagor agrees to perform all such acts, and to execute all such further assignments, transfers and division orders and other instruments as may be reasonably required or desired by the Mortgagee, after receipt of a written request from the Mortgagee, in order to have said proceeds and revenues so paid to the Mortgagee and, in addition to any and all rights of a secured party under Sections 9-607 and 9-609 of the Applicable UCC, the Mortgagee is fully authorized to receive and receipt for said revenues and proceeds, to endorse and cash any and all checks and drafts payable to the order of such Mortgagor or the Mortgagee for the account of such Mortgagor received from or in connection with said revenues or proceeds and to hold the proceeds thereof in a deposit account that is subject to a Control Agreement with the Mortgagee, a Lender or other acceptable commercial bank as additional collateral securing the Obligations, and to execute transfer and division orders in the name of such Mortgagor, or otherwise, with warranties binding such Mortgagor; provided that all proceeds received by the Mortgagee pursuant to this grant and assignment shall be applied as provided in Section 5.14;

(c) The Mortgagee shall not be liable for any delay, neglect or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder, but the Mortgagee shall have the right, at its election after written notice is provided to such Mortgagor, in the name of such Mortgagor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by the Mortgagee in order to collect such funds and to protect the interests of the Mortgagee and/or such Mortgagor, with all costs, expenses and attorneys' fees incurred in connection therewith being paid by such Mortgagor; and

(d) Such Mortgagor hereby appoints the Mortgagee as its attorney-in-fact to pursue any and all rights of such Mortgagor to Liens in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons, which power of attorney shall be coupled with an interest and shall be irrevocable until the Termination Date.

(e) Such Mortgagor does hereby specifically agree that third-parties shall be entitled to rely, and shall be fully protected in relying, upon any written notice by the Mortgagee that an Event of Default has occurred and is continuing for the purposes of Section 3.2 above.

3.3 No Liability of the Mortgagee in Collecting . The Mortgagee is hereby absolved from all liability for failure to enforce collection of any proceeds so assigned (and no such failure shall be deemed to be a waiver of any right of the Mortgagee or the Other Secured Persons under this Section 3) and from all other responsibility in connection therewith, except the responsibility to account to any applicable Mortgagor for funds actually received.

3.4 No Modification of Payment Obligations . Nothing herein contained shall modify, detract from, limit or otherwise alter the absolute obligation of any Mortgagor to make prompt payment of all amounts constituting Obligations when and as the same become due regardless of whether the proceeds of the As-Extracted Collateral and Hydrocarbons are sufficient to pay the same and the rights provided in accordance with the foregoing assignment provision shall be cumulative of all other security of any and every character now or hereafter existing to secure payment of the Obligations. Nothing in this Section 3 is intended to be an acceptance of collateral in satisfaction of the Obligations.

3.5 Status of Assignment . Notwithstanding the other provisions of this Section 3, the Mortgagee has agreed not to exercise its right to receive direct delivery of Hydrocarbons and payment of proceeds immediately. Rather, each party producing, purchasing or receiving Hydrocarbons may continue to make such deliveries or payments to the applicable Mortgagor until such time as such party has received notice from the Mortgagee that an Event of Default has occurred and is continuing and that such party is directed to make delivery or payment directly to the Mortgagee. The Mortgagee or any receiver appointed in judicial proceedings for the enforcement of this Mortgage shall have the right to receive all of the Hydrocarbons herein assigned and the proceeds therefrom after any Obligations has been declared due and payable in accordance with the provisions of the Credit Agreement and the other Credit Documents and to apply all of said proceeds as provided in Section 5.14 hereof. Upon any sale of the Mortgaged Property or any part thereof, whether pursuant to Section 5 or as permitted by the Credit Agreement, the Hydrocarbons thereafter produced from the property so sold, and the proceeds therefrom, shall be included in such sale and shall pass to the purchaser free and clear of the assignment contained in this Section.

SECTION 4 REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Mortgagor hereby represents, warrants and covenants as follows:

4.1 Title. Mortgagor has good and defensible title to and is possessed of the Hydrocarbon Interests and has good title to the UCC Collateral. The Collateral is free of all Liens except Permitted Encumbrances.

4.2 Defend Title. This Mortgage is, and always will be kept as, a first priority Lien upon the Collateral, subject to any Permitted Encumbrances (provided that Liens permitted by Section 10.2 of the Credit Agreement may exist and attach to the Mortgaged Properties and may have whatever priority such Liens have under applicable law, provided that for the avoidance of doubt, no intent to subordinate priority of the Liens created hereby is intended or to be inferred by the existence thereof). Mortgagor further agrees that the Collateral shall remain affected and hypothecated unto and in favor of the Mortgagee until the full and final payment of the Obligations

and Mortgagor consents and agrees not to sell, alienate, encumber or deteriorate the Collateral to the prejudice of this act, in each case, except as may be permitted by the Credit Agreement or any other Credit Document. Mortgagor will not create or suffer to be created or permit to exist any Lien, security interest or charge prior or junior to or on parity with the Lien of this Mortgage upon the Collateral or any part thereof other than such Permitted Encumbrances. Mortgagor will warrant and defend the title to the Collateral against the claims and demands of all other Persons whomsoever and will maintain and preserve the Lien created hereby (and its priority) until the Termination Date. If (i) an adverse claim be made against or a cloud develop upon the title to any part of the Collateral other than a Permitted Encumbrance or (ii) any Person shall challenge the priority or validity of the Liens created by this Mortgage, then Mortgagor agrees to defend immediately against such adverse claim or take appropriate action to remove such cloud, in each case, at Mortgagor's sole cost and expense. Mortgagor further agrees that the Mortgagee may take such other action as it deems advisable to protect and preserve its interests in the Collateral, and in such event Mortgagor will indemnify the Mortgagee against any and all cost, attorneys' fees and other expenses that it may incur in defending against any such adverse claim or taking action to remove any such cloud. For the avoidance of doubt, Section 4.1 and Section 4.2 shall not restrict, and are subject to, any disposition permitted by Section 10.4 of the Credit Agreement.

4.3 Not a Foreign Person. Mortgagor is not a "foreign person" within the meaning of the Code, Sections 1445 and 7701 (i.e., Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

4.4 Revenue and Cost Bearing Interest. Mortgagor's ownership of the Hydrocarbon Interests and the undivided interests therein as specified on Exhibit A (if specified) will, after giving full effect to all Permitted Encumbrances, afford Mortgagor not less than those net interests (expressed as a fraction, percentage or decimal) in the production from or that is allocated to such Hydrocarbon Interest specified as net revenue interest (as specified on Exhibit A (if specified)) on attached Exhibit A and will cause Mortgagor to bear not more than that portion (expressed as a fraction, percentage or decimal), specified as working interest on attached Exhibit A (if specified), of the costs of drilling, developing and operating the wells identified on attached Exhibit A except to the extent of any proportionate corresponding increase in the net revenue interest.

SECTION 5 RIGHTS AND REMEDIES

5.1 Event of Default. An Event of Default under the Credit Agreement shall be an "Event of Default" under this Mortgage.

5.2 Foreclosure and Sale.

(a) If an Event of Default shall occur and be continuing, to the extent provided by applicable Requirements of Law, the Mortgagee shall have the right and option to proceed with foreclosure and to sell all or any portion of such Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places in otherwise such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as the Mortgagee may deem appropriate, and to make conveyance to the purchaser or

purchasers. Where the Mortgaged Property is situated in (or offshore of) more than one jurisdiction, notice as above provided shall be posted and filed in all such jurisdictions (if such notices are required by law), and all such Mortgaged Property may be sold in any such jurisdiction and any such notice shall designate the jurisdiction where such Mortgaged Property is to be sold. Nothing contained in this Section 5.2 shall be construed so as to limit in any way any rights to sell the Mortgaged Property or any portion thereof by private sale if and to the extent that such private sale is permitted under the Requirements of Law of the applicable jurisdiction or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. Each Mortgagor hereby irrevocably appoints, effective upon the occurrence and during the continuance of an Event of Default, the Mortgagee, with full power of substitution, to be the attorney-in-fact of such Mortgagor and in the name and on behalf of such Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices that such Mortgagor ought to execute and deliver and do and perform any and all such acts and things that such Mortgagor ought to do and perform under the covenants herein contained, and generally to use the name of such Mortgagor in the exercise of all or any of the powers hereby conferred on the Mortgagee. At any such sale: (i) whether made under the power herein contained or any other legal enactment, or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for the Mortgagee to be physically present at, or to have constructive possession of, the Mortgaged Property (each Mortgagor hereby covenanting and agreeing to deliver any portion of the Mortgaged Property not actually or constructively possessed by the Mortgagee immediately upon the Mortgagee's demand) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, (ii) each instrument of conveyance executed by the Mortgagee shall contain a general warranty of title, binding upon the applicable Mortgagor and its successors and assigns, (iii) each and every recital contained in any instrument of conveyance made by the Mortgagee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Obligations, advertisement and conduct of such sale in the manner provided herein and otherwise by law and appointment of any successor agent hereunder, (iv) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (v) the receipt of the Mortgagee or of such other party or officer making the sale shall be a sufficient discharge to the purchaser or purchasers for its purchase money and no such purchaser or purchasers, or its assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or nonapplication thereof, (vi) to the fullest extent permitted by law, each Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against each Mortgagor, and against any and all other persons claiming or to claim the property sold or any part thereof, by, through or under each such Mortgagor, and (vii) to the extent and under such circumstances as are permitted by law, the Mortgagee may be a purchaser at any such sale, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the Obligations (in the order of priority set forth in Section 5.14) in lieu of cash payment.

(b) If an Event of Default shall occur and be continuing, then (i) the Mortgagee shall be entitled to all of the rights, powers and remedies afforded a secured party by the Applicable UCC with reference to the UCC Collateral and/or (ii) the Mortgagee may proceed as to any Collateral in accordance with the rights and remedies granted under this Mortgage or applicable law in respect of the Collateral. Such rights, powers and remedies shall be cumulative and in addition to those granted to the Mortgagee under any other provision of this Mortgage or under any other Credit Document. Written notice mailed to a Mortgagor as provided herein at least ten (10) days prior to the date of public sale of any part of the Collateral owned by such Mortgagor that is personal property subject to the provisions of the Applicable UCC, or prior to the date after which private sale of any such part of the Collateral will be made, shall constitute reasonable notice.

5.3 Substitute Agents. The Mortgagee may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by the Mortgagee, including the posting of notices and the conduct of sale, but in the name and on behalf of the Mortgagee. If the Mortgagee shall have given notice of sale hereunder, any successor, substitute mortgagee, or agent thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor, substitute mortgagee, or agent conducting the sale.

5.4 Judicial Foreclosure; Receivership. Upon the occurrence of and during the continuance of an Event of Default, the Mortgagee shall have the right and power, but not the obligation, to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Collateral under the judgment or decree of any court or courts of competent jurisdiction, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Collateral under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy.

5.5 Foreclosure for Installments. Upon the occurrence of and during the continuance of an Event of Default, the Mortgagee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Obligations that have not been paid when due either through the courts or by proceeding with foreclosure in satisfaction of the matured but unpaid portion of the Obligations as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest and other Obligations then due; such sale may be made subject to the unmatured portion of the Obligations, and any such sale shall not in any manner affect the unmatured portion of the Obligations, but as to such unmatured portion of the Obligations this Mortgage shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that upon the occurrence of and during the continuance of an Event of Default, several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Obligations, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Obligations without exhausting the power to foreclose and sell the Mortgaged Property for any subsequently maturing portion of the Obligations.

5.6 Separate Sales. Upon the occurrence of and during the continuance of an Event of Default, the Collateral may be sold in one or more parcels and to the extent permitted by applicable Requirement of Law in such manner and order as the Mortgagee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

5.7 Possession of Mortgaged Property. If an Event of Default shall have occurred and be continuing, then, to the extent permitted by applicable law, the Mortgagee shall have the right and power, but not the obligation, to enter into and upon and take possession of all or any part of the Collateral in the possession of any Mortgagor, its successors or assigns, or its or their agents or servants, and may exclude each Mortgagor, its successors or assigns, and all persons claiming under any Mortgagor, and its or their agents or servants wholly or partly therefrom; and, holding the same, the Mortgagee may use, administer, manage, operate and control the Collateral and conduct the business thereof to the same extent as the applicable Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of such Mortgagor, in the name, place and stead of such Mortgagor, or otherwise as the Mortgagee shall deem best, in its sole discretion.

5.8 Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale any Mortgagor or any Mortgagor's heirs, devisees, representatives, successors or assigns or any other person claiming any interest in the Collateral by, through or under any Mortgagor, are occupying or using the Mortgaged Property or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either the landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Mortgaged Property (such as an action for forcible entry and detainer) in any court having jurisdiction.

5.9 Remedies Cumulative, Concurrent and Nonexclusive. Every right, power, privilege and remedy herein given to the Mortgagee shall be cumulative and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, at law or by statute (including specifically those granted by the Applicable UCC in effect and applicable to the Collateral or any portion thereof). Each and every right, power, privilege and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by the Mortgagee, and the exercise, or the beginning of the exercise, or the abandonment, of any such right, power, privilege or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter any other right, power, privilege or remedy. No delay or omission by the Mortgagee or any Other Secured Person in the exercise of any right, power or remedy shall impair any such right, power, privilege or remedy or operate as a waiver thereof or of any other right, power, privilege or remedy then or thereafter existing.

5.10 Discontinuance of Proceedings. If the Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under any Credit Document or available at law and shall thereafter elect to discontinue or abandon same for any reason, then it shall have the unqualified right so to do and, in such an event, the parties shall be restored to their former positions with respect to the Obligations, this Mortgage, the Credit Agreement, the Collateral and otherwise, and the rights, remedies, recourses and powers of the Mortgagee shall continue as if same had never been invoked.

5.11 No Release of Obligations. No Mortgagor, Guarantor or other person hereafter obligated for payment of all or any part of the Obligations shall be relieved of such obligation, to the extent the Obligations remain due and owing, by reason of: (a) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or interest therein or the addition of any other property to the Mortgaged Property; (b) any agreement or stipulation between any subsequent owner of the Mortgaged Property and the Mortgagee extending, renewing, rearranging or in any other way modifying the terms of this Mortgage without first having obtained the consent of, given notice to or paid any consideration to any Mortgagor, any Guarantor or such other Person, and in such event each Mortgagor, each Guarantor and all such other Persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by the Mortgagee; or (c) by any other act or occurrence save and except upon the Termination Date.

5.12 Release of and Resort to Collateral. The Mortgagee may release, regardless of consideration, any part of the Collateral without, as to the remainder, in any way impairing, affecting, subordinating or releasing the Lien created in or evidenced by this Mortgage or its stature as a first and prior Lien, in and to the Collateral, provided that Permitted Encumbrances may exist, and without in any way releasing or diminishing the liability of any Person liable for the repayment of the Obligations. For payment of the Obligations, the Mortgagee may resort to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

5.13 Waiver of Redemption, Notice and Marshalling of Assets, Etc. To the fullest extent permitted by law, each Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to such Mortgagor by virtue of any present or future moratorium law or other law exempting the Collateral from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment and (b) any right to a marshalling of assets or a sale in inverse order of alienation. If any law referred to in this Mortgage and now in force, of which any Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall thereafter be deemed not to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof. If the laws of any state that provides for a redemption period do not permit the redemption period to be waived, the redemption period shall be specifically reduced to the minimum amount of time allowable by statute.

5.14 Application of Proceeds. The proceeds of any sale of the Mortgaged Property or any part thereof and all other monies received in any proceedings for the enforcement hereof or otherwise, whose application has not elsewhere herein been specifically provided for, shall be applied:

(a) First, to the payment of all reasonable expenses incurred by the Mortgagee incident to the enforcement of this Mortgage, the Credit Agreement or any other Credit Document to collect any portion of the Obligations, including expenses of any entry or taking of possession, of any sale, of advertisement thereof, and of conveyances, and court costs, compensation of agents and employees, a reasonable commission to the keeper, if any, and reasonable legal fees, and to the payment of all other reasonable charges, expenses, liabilities and advances incurred or made by the Mortgagee under this Mortgage or in executing any trust or power hereunder; and

(b) Second, as set forth in Section 11.11 of the Credit Agreement.

5.15 Resignation of Operator. In addition to all rights and remedies under this Mortgage, at law and in equity, if any Event of Default shall occur and be continuing and the Mortgagee shall exercise any remedies under this Mortgage with respect to any portion of the Mortgaged Property (or any Mortgagor shall transfer any Mortgaged Property “in lieu of” foreclosure) whereupon such Mortgagor is divested of its title to any of the Collateral, the Mortgagee shall have the right to request that any operator of any Mortgaged Property that is either a Mortgagor or any Affiliate of a Mortgagor to resign as operator under the joint operating agreement applicable thereto, and no later than 60 days after receipt by such Mortgagor of any such request, such Mortgagor shall resign (or, to the extent it is able to do so, cause such other Person to resign) as operator of such Collateral.

5.16 Indemnity. THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE, IN CONNECTION WITH ANY ACTION TAKEN, FOR ANY LOSS SUSTAINED BY ANY MORTGAGOR RESULTING FROM AN ASSERTION THAT THE MORTGAGEE HAS RECEIVED FUNDS FROM THE PRODUCTION OF HYDROCARBONS CLAIMED BY THIRD PERSONS OR ANY ACT OR OMISSION OF ANY INDEMNIFIED PARTY IN ADMINISTERING, MANAGING, OPERATING OR CONTROLLING THE MORTGAGED PROPERTY **INCLUDING SUCH LOSS THAT MAY RESULT FROM THE ORDINARY NEGLIGENCE OF AN INDEMNIFIED PARTY** UNLESS SUCH LOSS IS CAUSED BY THE WILLFUL MISCONDUCT, BAD FAITH OR GROSS NEGLIGENCE OF THE INDEMNIFIED PARTY SEEKING INDEMNITY OR ANY OF ITS RELATED PARTIES. NO INDEMNIFIED PARTY SHALL BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY OF ANY MORTGAGOR. EACH MORTGAGOR AGREES TO PAY, AND TO SAVE THE INDEMNIFIED PARTIES HARMLESS FROM, ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, SUITS, COSTS, EXPENSES OR DISBURSEMENTS OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO THE EXECUTION, DELIVERY, ENFORCEMENT, PERFORMANCE AND ADMINISTRATION OF THIS MORTGAGE TO THE EXTENT THE BORROWER WOULD BE REQUIRED TO DO SO PURSUANT TO SECTION 13.5 OF THE CREDIT AGREEMENT. THE LIABILITIES OF ANY MORTGAGOR AS SET FORTH IN THIS SECTION 5.16 SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

5.17 Failure to Perform. Each Mortgagor agrees that if it fails to perform any act or to take any action that it is required to perform or take hereunder or pay any money that such Mortgagor is required to pay hereunder, the Mortgagee, in such Mortgagor’s name or its or their

own name or names, may, but shall not be obligated to, perform or cause to perform such act or take such action or pay such money.

SECTION 6
[RESERVED].

SECTION 7
MISCELLANEOUS

7.1 Releases.

(a) Full Release. On the Termination Date, the Mortgagee shall forthwith cause a full release and termination of this Mortgage to be entered upon the record at the expense of the applicable Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be reasonably necessary or desirable for the release of the Liens created hereby on the Mortgaged Property. Other than as set forth in the foregoing sentence, this Mortgage shall remain and continue in full force and effect and be binding in accordance with and to the extent of its terms upon each Mortgagor and the successors and assigns thereof and shall inure to the benefit of the Mortgagee and the Other Secured Persons and their respective successors, indorsees, transferees and assigns; notwithstanding that from time to time prior to the Termination Date, any Mortgagor may be free from any Obligations.

(b) Partial Release. The Mortgagee, at the request and sole expense of a Mortgagor, shall promptly execute and deliver to such Mortgagor all releases, reconveyances or other documents reasonably necessary or desirable for the release of the Liens created hereby on the Mortgaged Property, which shall include, without limitation, the agreement of the Mortgagee (on behalf of itself and on behalf of the Other Secured Persons) to release the security interests in, and the Liens on, the Collateral granted herein and created hereby, (i) upon any Disposition by such Mortgagor of any Mortgaged Property that is permitted under the Credit Agreement (other than to a Guarantor) and (ii) to the extent that the first sentence of Section 13.17(a) of the Credit Agreement provides for such release with respect to the Mortgaged Property.

(c) Possession of Notes. Each Mortgagor acknowledges and agrees that possession of any Note (or any replacements of any said Note or other instrument evidencing any part of the Obligations) at any time by such Mortgagor or any other Credit Party shall not in any manner extinguish the Obligations or this Mortgage, and such Mortgagor shall have the right to issue and reissue any of the Notes from time to time as its interest or as convenience may require, without in any manner extinguishing or affecting the Obligations or the Lien of this Mortgage.

7.2 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.

7.3 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 permitted assigns of such Persons.

7.4 Satisfaction of Prior Encumbrance. To the extent that proceeds of the Credit Agreement are used to pay indebtedness secured by any outstanding Lien against the Mortgaged Property then the parties agree that: (a) such proceeds have been advanced at such Mortgagor's request, and (b) the Mortgagee and the Lenders shall be subrogated to any and all rights and Liens owned by any owner or holder of such outstanding Liens, irrespective of whether said Liens are or have been released. It is expressly understood that, in consideration of the payment of such other indebtedness, each Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness. This Mortgage is made with full substitution and subrogation of the Mortgagee and its successors and assigns in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Property or any part thereof.

7.5 Application of Payments to Certain Obligations. If any part of the Obligations cannot be lawfully secured by this Mortgage or if any part of the Collateral cannot be lawfully subject to the Lien hereof to the full extent of the Obligations, then all payments made shall be applied on said Obligations first in discharge of that portion thereof that is not secured by this Mortgage.

7.6 Nature of Covenants. The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

7.7 Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement (and notice to any Mortgagor shall be made in the manner for providing notice to and in care of the Borrower).

7.8 Expenses. Each Mortgagor agrees to pay any and all reasonable and documented out of pocket expenses (including all reasonable fees and disbursements of counsel) that may be paid or incurred by the Mortgagee in administering, enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Obligations and/or enforcing any rights with respect to, or collecting against, any Mortgagor under this Mortgage to the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement.

7.9 Counterparts. This Mortgage is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Mortgaged Property is situated in (or offshore of) more than one parish, descriptions of only those portions of the Mortgaged Property located in (or offshore of) the parish in which a particular counterpart is recorded may be attached as Exhibit A to such counterpart. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

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

7.11 Financing Statement; Fixture Filing. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all Fixtures included within the Mortgaged Property may be filed or filed for record in the real estate records, uniform commercial code 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 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 is to be filed for record in the real estate records, uniform commercial code records or other appropriate records of each jurisdiction where any part of the Mortgaged Property is situated (or is offshore of).

7.12 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. 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.

In that regard, the following information is provided:

Name of Mortgagor:	TALOS ENERGY OFFSHORE LLC TALOS ENERGY VENTURES, LLC TALOS OCHO ENERGY LLC
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Address of Mortgagor:	c/o Talos Production Inc. 333 Clay St., Suite 3300 Houston, TX 77002 Attention: Chief Financial Officer
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State of Formation/Location of each Mortgagor:	Delaware
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Name of Secured Party:	JPMorgan Chase Bank, N.A., as Collateral Agent
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Address of Secured
Party:

712 Main Street
Houston, Texas 77002
Attention: Cameron Strock

Owner of Record of
Real Property:

One or more Mortgagors

7.13 Limit on Obligations and Collateral. It is the intention of each Mortgagor, the Mortgagee and the Other Secured Persons that this Mortgage 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, the indebtedness of each Mortgagor secured hereby shall be limited to the maximum amount of indebtedness that can be incurred or secured by such Mortgagor without rendering this Mortgage voidable under applicable law relating to fraudulent conveyances or fraudulent transfers.

7.14 References. The words "herein," "hereof," "hereunder" and other words of similar import when used in this Mortgage refer to this Mortgage 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 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.

SECTION 8 LOUISIANA PROVISIONS

8.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 8 and the other terms and conditions of this Mortgage, the terms and conditions of this Section 8 shall control and be binding. In the event of any conflict between this Section 8 and the Credit Agreement, the provisions hereof shall be controlling as necessary to create, preserve, perfect and maintain a valid mortgage lien and security interest upon the Collateral, and to provide for the enforcement and foreclosure of the same; otherwise the provision of the Credit Agreement shall be controlling.

8.2 Future Advances. This Mortgage may secure future advances, and in accordance with Article 3298 of the Louisiana Civil Code, and as to all Obligations, present and future, secured by this Mortgage, notwithstanding the nature of such obligations or the date they arise, this Mortgage has effect between the parties from the time this Mortgage is executed, and as to third persons from the time this Mortgage is filed for registry.

8.3 Maximum Amount Secured. The maximum amount of Obligations that may be outstanding at any time and from time to time that this Mortgage secures shall be \$2,000,000,000 (the "Maximum Amount").

8.4 Alienation. The Mortgaged Property is to remain so specially mortgaged, affected and hypothecated unto and in favor of Mortgagee for the benefit of itself and the Other Secured

Persons subject to the terms and conditions of Section 7.1, and each Mortgagor is herein and hereby bound and obligated not to sell, alienate, mortgage or encumber the Mortgaged Property, or any part thereof, to the prejudice of this act, and not to permit or suffer the same to be so sold, alienated, deteriorated or encumbered, subject in each case to Permitted Encumbrances and any disposition permitted by Section 10.4 of the Credit Agreement.

8.5 Confession of Judgment. For purposes of foreclosure under Louisiana executory process procedures, each Mortgagor hereby acknowledges and confesses judgment in favor of the Mortgagee and the Other Secured Persons for the full amount of the Obligations.

8.6 Additional Louisiana Remedies. Upon the occurrence of an Event of Default, the Mortgagee may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against any Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as the Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of the Mortgagee: (i) institute proceedings for the complete foreclosure of this Mortgage in which case the Mortgaged Property may be sold for cash or upon credit in one or more parcels under ordinary or executory process, at the Mortgagee's sole option, and with or without appraisal, appraisal being expressly waived; or (ii) to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing lien of this Mortgage for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage, the Credit Agreement or the other Credit Documents; or (iv) recover judgment on the Obligations either before, during or after any proceedings for the enforcement of this Mortgage; or (v) apply for the appointment of a trustee, receiver, liquidator or conservator of the Mortgaged Property, without regard for the adequacy of the security for the Obligations and without regard for the solvency of any Mortgagor or of any person, firm or other entity liable for the payment of the Obligations; or (vi) sell the UCC Collateral or any part thereof at public or private sale, for cash, upon credit or for future delivery, at such price or prices as the Mortgagee may deem satisfactory, and in connection with any such sale, each Mortgagor hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any law now existing or hereafter adopted and agrees that 10 days prior written notice of the time and place of any such sale or other intended disposition of any of the UCC Collateral constitutes "reasonable notification" within the meaning of the Uniform Commercial Code, except that shorter or no notice shall be reasonable as to any UCC Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market; or (vii) pursue such other remedies as the Mortgagee may have under applicable law, including, without limitation, as a secured party under the Uniform Commercial Code.

8.7 Keeper. In the event the Mortgaged Property, or any part thereof, is seized as an incident to an action for the recognition or enforcement of this Mortgage by executory process, ordinary process, sequestration, writ of fieri facias or otherwise, each Mortgagor and the Mortgagee agree that the court issuing any such order shall, if petitioned for by Mortgagee, direct the applicable sheriff to appoint as a keeper of the Mortgaged Property, Mortgagee or

any agent designated by Mortgagee or any person named by the Mortgagee at the time such seizure is effected. This designation is pursuant to Louisiana Revised Statutes 9:5131, et seq., and 9:5136, et seq., as the same may be amended, and Mortgagee shall be entitled to all the rights and benefits afforded thereunder. It is hereby agreed that the keeper shall be entitled to receive as compensation the reasonable costs and expenses incurred in the administration or preservation of the Mortgaged Property. The designation of keeper made herein shall not be deemed to require Mortgagee to provoke the appointment of such a keeper.

8.8 Waivers. Each Mortgagor waives in favor of the Mortgagee and the Other Secured Persons any and all homestead exemptions and other exemptions of seizure or otherwise to which such Mortgagor is or may be entitled under the constitution and statutes of the State of Louisiana insofar as the Mortgaged Property is concerned. Each Mortgagor further waives: (a) the benefit of appraisal as provided in Louisiana Code of Civil Procedure Articles 2332, 2336, 2723 and 2724, and all other laws conferring the same; (b) the notice of seizure required by Louisiana Code of Civil Procedure Articles 2293 and 2721; (c) the three days delay provided by Louisiana Code of Civil Procedure Articles 2331 and 2722; and (d) the benefit of the other provisions of Louisiana Code of Civil Procedure Articles 2331, 2722 and 2723, not specifically mentioned above.

8.9 Authentic Evidence. Any and all declarations of fact made by authentic act before a notary public in the presence of two competent witnesses by a person declaring that such facts lie within his knowledge, shall constitute authentic evidence of such facts for the purpose of executory process. Each Mortgagor specifically agrees that such an affidavit by a representative of Mortgagee as to the existence, amount, terms, and maturity of the Obligations and of a default thereunder shall, to the extent not prohibited by applicable law, constitute authentic evidence of such facts for the purpose of executory process.

8.10 Louisiana Defined Terms.

All references to the Uniform Commercial Code (and words of similar import) shall also refer to and include the Uniform Commercial Code, Louisiana Revised Statutes 10:1-101, et seq., and any and all provisions thereof corresponding to the Uniform Commercial Code.

All references to a “receiver” or any person, entity or officer appointed for the purpose of administering and preserving the Mortgaged Property shall also mean, refer to and include a “keeper” under Louisiana Revised Statutes 9:5136, et seq.

All references to “real property” shall include “immovable property” as that term is used in the Louisiana Civil Code, and any and all references to “personal property” shall also include “movable property”.

All references to “tangible property” shall include “corporeal property” and any and all references to “intangible property” shall include “incorporeal property”.

The terms “fee estate”, “fee simple” or “fee title” with respect to property shall mean “ownership” as provided in Louisiana Civil Code Art. 477 unburdened by real rights in favor of others.

The term “condemnation” will include “expropriation” as that term is used in Louisiana law.

The term “easement” will include “servitude and advantages” as used in the Louisiana Civil Code.

The term “building” will include “other constructions” as that term is used in the Louisiana Civil Code.

References to “county” shall mean “parish”, if the reference is to a political subdivision of Louisiana.

The term “Lien” or “lien” shall include privilege, mortgage, security interest, assignment or other encumbrance.

All references to joint and several liability in relation to an obligation governed by Louisiana law shall include joint, several and solidary liability.

The phrase “covenant running with the land” and other words of similar import shall be deemed to include a real right in, or a recorded lease of, immovable property.

The term “environmental laws” shall include the Louisiana Environmental Quality Act, Louisiana Revised Statutes. 30:2001, et seq., as amended, and the rules and regulations promulgated thereunder, and the term “hazardous materials” shall include hazardous materials as defined in such laws.

The terms “deed in lieu of foreclosure,” “conveyance in lieu of foreclosure” and words of similar import shall include a giving in payment within the meaning of Louisiana Civil Code 2655-59, provided that such transaction shall be construed a transfer in partial payment of the Obligations unless otherwise expressly provided.

“Mortgaged Property” shall include the right to receive proceeds attributable to the insurance loss of the Mortgaged Property, as provided in Louisiana Revised Statutes 9:5386.

8.11 Waiver and Release. Each Mortgagor and Mortgagee hereby waive the production of mortgage, conveyance, tax, paving, assignment of accounts receivable and other certificates and relieve and release the Notary Public before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

8.12 No Paraph. Each Mortgagor acknowledges that no note or other evidence of Obligations has been paraphed for identification with this Mortgage.

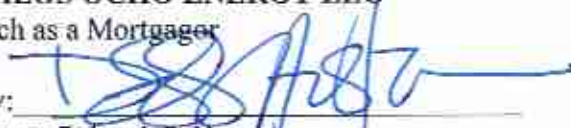
8.13 Acceptance. The acceptance of this Mortgage by Mortgagee and the consent by Mortgagee to the terms and conditions of this Mortgage are presumed and, under the provisions of Louisiana Civil Code article 3289, Mortgagee has not been required to sign this Mortgage.

8.14 Reliance. Notwithstanding any reference herein to the Credit Agreement or any Secured Transaction Documents or other Credit Documents, no third party shall be obligated to inquire as to whether any term or condition set forth therein has occurred but shall be entitled to rely upon the certificate of the Mortgagee as to all events, including but not limited to the occurrence of an Event of Default and the right of the Mortgagee to enforce this Mortgage.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES BEGIN NEXT PAGE]

THUS DONE AND PASSED, on this 22 day of September, 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.

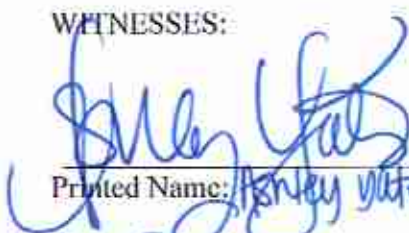
**TALOS ENERGY OFFSHORE LLC,
TALOS ENERGY VENTURES, LLC, and
TALOS OCHO ENERGY LLC**
each as a Mortgagor

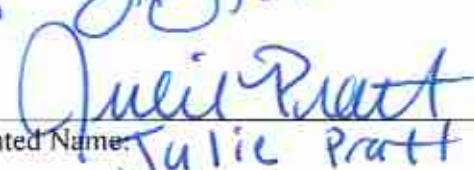
By: 

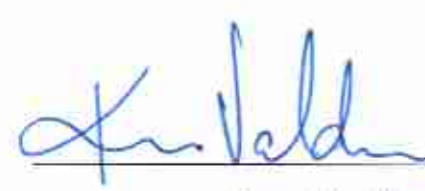
Name: Deborah S. Huston

Title: Vice President, Deputy General Counsel and
Assistant Secretary

WITNESSES:


Printed Name: Ashley Yates


Printed Name: Julie Pratt


Printed Name: Kiara J Valdivia

NOTARY PUBLIC,
in and for State of Texas

[SEAL]



EXHIBIT A

to

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

Introduction

The capitalized terms used but not defined in this Exhibit A are used as defined in the Mortgage. For purposes of this Exhibit A the capitalized terms not defined in the Mortgage are as follows:

1. “Well” means (i) any existing well identified in Exhibit A (including any reference to a well identification number and/or well name), including any replacement well drilled in lieu thereof, from which crude oil, natural gas or other Hydrocarbons are now or hereafter produced and (ii) any well at any time producing or capable of producing crude oil, natural gas or other Hydrocarbons, including any well that has been shut-in, has temporarily ceased production or on which workover, reworking, plugging and abandonment or other operations are being conducted or planned.

2. “RTI” means record title interest and “ORI” means operating rights interest.

All references contained in this Exhibit A to the Oil and Gas Properties are intended to include: (i) the volume or book and page, file, entry or instrument number of the appropriate records of the particular county or parish in the state where each such lease or other instrument is recorded and, with respect to offshore properties, the OCS lease number assigned to such lease by the BOEM, and (ii) all valid and existing amendments to such lease or other instrument of record in such county records or parish records, as applicable, regardless of whether such amendments are expressly described herein. A special reference is herein made to each such lease or other instrument and the record thereof for a more particular description of the property and interests sought to be affected by this Mortgage and for all other purposes.

EXHIBIT A

Talos Ocho Energy LLC Leases

Area	Block	Field / Prospect	OCS-G Lease No.	Recording Jurisdiction(s)	Land Description	Interest Type
Mississippi Canyon	613	Coulomb	G19974	Plaquemines Parish, LA	All of Block 613, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10	Record Title
Mississippi Canyon	613	Coulomb	G19974	Plaquemines Parish, LA	All of Block 613, Mississippi Canyon, as to depths from the surface down to 22,000' TVDSS, as shown on OCS Official Protraction Diagram, NH16-10	Operating Rights
Mississippi Canyon	657	Coulomb	G08496	Plaquemines Parish, LA	All of Block 657, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10	Record Title
Mississippi Canyon	657	Coulomb	G08496	Plaquemines Parish, LA	All of Block 657, Mississippi Canyon, as to depths from the surface down to 22,000' TVDSS, as shown on OCS Official Protraction Diagram, NH16-10	Operating Rights
De Soto Canyon	617	Coulomb	G36974	Baldwin County, AL & Plaquemines Parish, LA	All of Block 617, De Soto Canyon, as shown on OCS Official Protraction Diagram, NH16-11	Record Title
De Soto Canyon	617	Coulomb	G36974	Baldwin County, AL & Plaquemines Parish, LA	All of Block 617, De Soto Canyon, as to depths from the surface down to 22,000' TVDSS, as shown on OCS Official Protraction Diagram, NH16-11	Operating Rights
Mississippi Canyon	383	Na Kika	G07937	Plaquemines Parish, LA	All of Block 383, Mississippi Canyon, as to depths from the surface down to 22,200' TVDSS, as shown on OCS Official Protraction Diagram, NH16-10	Record Title

EXHIBIT A

Talos Ocho Energy LLC Leases

Area	Block	Field / Prospect	OCS-G Lease No.	Recording Jurisdiction(s)	Land Description	Interest Type
Mississippi Canyon	429	Na Kika	G07944	Plaquemines Parish, LA	All of Block 429, Mississippi Canyon, as to depths from the surface down to 22,200' TVDSS, as shown on OCS Official Protraction Diagram, NH16-10	Record Title
Mississippi Canyon	430	Na Kika	G35823	Plaquemines Parish, LA	All of Block 430, Mississippi Canyon, as to depths from the surface down to 22,200' TVDSS, as shown on OCS Official Protraction Diagram, NH16-10	Record Title
Mississippi Canyon	520	Na Kika	G09821	Plaquemines Parish, LA	All of Block 520, Mississippi Canyon, as to depths from the surface down to 22,200' TVDSS, as shown on OCS Official Protraction Diagram, NH16-10	Record Title
Mississippi Canyon	522	Na Kika	G08823	Plaquemines Parish, LA	All of Block 522, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10	Record Title
Mississippi Canyon	522	Na Kika	G08823	Plaquemines Parish, LA	All of Block 522, Mississippi Canyon, as to depths from the surface down to 22,200' TVDSS, as shown on OCS Official Protraction Diagram, NH16-10	Operating Rights
Mississippi Canyon	566	Na Kika	G08831	Plaquemines Parish, LA	All of Block 566, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH16-10	Record Title
Mississippi Canyon	566	Na Kika	G08831	Plaquemines Parish, LA	All of Block 566, Mississippi Canyon, as to depths from the surface down to 22,200' TVDSS, as shown on OCS Official Protraction Diagram, NH16-10	Operating Rights

EXHIBIT A

Talos Ocho Energy LLC Wells

OCS-G Lease No.	Well Name	API Number
G08496	MC 657 001	60-817-40314-01
G08496	MC 657 C002	60-817-40872-03
G08496	MC 657 C003	60-817-41038-00
G08496	MC 657 C004	60-817-41323-00
G08496	MC 657 004	60-817-41444-01
G08496	MC 657 C005	60-817-41467-00
G08496	MC 613 C006	60-817-41501-00

EXHIBIT A

Talos Ocho Energy LLC Wells

OCS-G Lease No.	Well Name	API Number
G07937	MC 383 001	60-817-40304-00
G07937	MC 383 K001	60-817-40946-01
G07937	MC 383 K002	60-817-40947-02
G07937	MC 383 K003	60-817-41317-00
G07937	MC 383 K004	60-817-41262-00
G07944	MC 429 A001	60-817-40513-00
G07944	MC 429 A003	60-817-40844-04
G07944	MC 429 A004	60-817-40954-02

EXHIBIT A

Talos Ocho Energy LLC Wells

OCS-G Lease No.	Well Name	API Number
G07944	MC 429 A005	60-817-41243-00
G35823	MC 430 001	60-817-41400-00
G35823	MC 430 002	60-817-41405-00
G09821	MC 520 H001	60-817-40546-01
G09821	MC 520 H002	60-817-41166-00
G09821	MC 520 003	60-817-41381-02
G09821	MC 520 004	60-817-41399-00

EXHIBIT A

Talos Ocho Energy LLC Wells

OCS-G Lease No.	Well Name	API Number
G09821	MC 520 H005	60-817-41404-01
G09821	MC 520 H008	60-817-41479-01
G08823	MC 522 003	60-817-41415-01
G08823	MC 522 F001	60-817-41415-01
G08823	MC 522 F002	60-817-40357-00
G08823	MC 522 F003	60-817-40969-00
G08823	MC 522 F004	60-817-40970-00
G08831	MC 566 F005	60-817-41100-00

EXHIBIT A

Talos Ocho Energy LLC Wells

OCS-G Lease No.	Well Name	API Number
G08823	MC 522 F006	60-817-41101-00
G08823	MC 522 F007	60-817-41521-00

EXHIBIT A

Talos Ocho Energy LLC Platform

Field / Prospect	AREA	BLOCK	PLATFORM / PRODUCTION FACILITY	ID NUMBER
Na Kika	MC	474	Platform "A" Na KiKa Semi - RUE OCS-G 23624	1001

EXHIBIT A

Talos Ocho Energy LLC Contracts		
Field / Prospect	Effective Date of Contract	Contract Description
Mississippi Canyon	2/1/2000	Simultaneous Exchange Agreement between Kerr-McGee and SDDI including and covering Mississippi Canyon Block 613
Mississippi Canyon	4/4/2000	Simultaneous Exchange Agreement between Shell Offshore Inc. Shell Deepwater Development, and SOI Finance Inc. (SOIFI) including and covering Mississippi Canyon Block 613
Mississippi Canyon	4/30/1998	Joint Operating Agreement as amended 4/3/02, 11/25/03, 10/24/04, 8/5/05, 7/15/08, 11/1/14, 6/1/2017, and 10/16/2018 between SDDI and Amoco including and covering MC Blocks 383, MC 429, MC 520, MC 522, and MC 566
Mississippi Canyon	9/2/2003	Offshore Facilities Interconnection Agreement between SOI and BP, as Platform Owners, and Okeanos Gas Gathering Company, regarding the interconnection of the MC 474 Na Kika Platform and Gathering System
Mississippi Canyon	11/26/2003	Assignment of Interest in Federal Pipeline Right-of-Way (OCS-G 24241 R/W) from SOI to BP covering MC 474 from Na Kika Platform to Sled N-10 in MC 473. Subject to Na Kika Complex JOA
Mississippi Canyon	3/9/2024	Future Production Agreement between SOI, as Producer, and Okeanos Gas Gathering Company, as Gatherer, including and covering the dedication of production from MC 383, MC 429, MC 520, MC 522, and MC 566
Mississippi Canyon	3/30/2004	Right of Use and Easement (OCS-G 23624 RUE) between SOI, BP, and MMS for the Na Kika Platform on MC474 and all associated mooring anchors, including anchor L-12, located on MC 473
Mississippi Canyon	5/17/2004	Satellite Field Start-Up Agreement as amended 6/29/11, between SOI and BP in conducting MC 474 Na Kika Host operations related to the start-up of satellite fields (Coulomb)

EXHIBIT A

Talós Ocho Energy LLC Contracts		
Field / Prospect	Effective Date of Contract	Contract Description
Mississippi Canyon	5/17/2004	Guiding Principles for a Na Kika Host Utilization Agreement (HUA) between SOI and BP for production handling at the MC 474 Na Kika Host for production from current and future satellite fields (Coulomb)
Mississippi Canyon	3/27/2013	Platform Space and Support Agreement between SOI, as Producing Party, and BP, as Na Kika Host Operator
Mississippi Canyon	11/1/2014	Lease Exchange and Well Participation Agreement as amended 4/21/15, and 8/4/15 between BP and SOI including and covering MC 522 and MC 566
Mississippi Canyon	5/7/1997	MC 522 Unit Agreement between BP and SOI, as amended 11/1/14 to limit the depth of the Unit Area (including MC 520, MC 522, and MC 566) as a result of signed Lease Exchange and Well Participation Agreement (11/1/14)
Mississippi Canyon	1/1/2018	Measurement and Allocations Procedures (original dated 1/1/18) between BP and SOI, as amended 6/1/21 to established for the measurement and allocation of all hydrocarbon production and produced water processed and handled at the Na Kika host
Mississippi Canyon	10/16/2018	Lease Purchase Agreement (Ariel) (original dated 10/16/18) between BP and SOI
Mississippi Canyon	4/1/2004	Seventh Amendment to Conveyance of Gas Processing Rights between Enterprise Gas Processing, LLC, Shell Oil Company, Shell Exploration & Production Company, Shell Offshore Inc., Shell Consolidated Energy Resources, Inc., Shell Land & Energy Company, Shell Frontier Oil and Gas, Inc. and Shell Gulf of Mexico Inc.

EXHIBIT A

Talos Ocho Energy LLC Contracts		
Field / Prospect	Effective Date of Contract	Contract Description
Mississippi Canyon	9/1/2019	Tenth Addendum to Seventh Amendment to Conveyance of Gas Processing Rights between Enterprise Gas Processing, LLC, Shell Oil Company, Shell Exploration & Production Company, Shell Offshore Inc., Shell Consolidated Energy Resources, Inc., Shell Land & Energy Company, Shell Frontier Oil and Gas, Inc. and Shell Gulf of Mexico Inc.
Mississippi Canyon	12/17/1997	Destin FT-2 Service Agreement – Firm Transport on Destin Gas Pipeline between Destin Pipeline Company, LLC and Shell Deepwater Development Inc and Shell Deepwater Production Inc.
Mississippi Canyon	3/16/2001	Amendment to Service Agreement Under Rate Schedule FT-2 between Destin Pipeline Company, LLC and Shell Offshore Inc. (successor-in-interest to Shell Deepwater Development Inc. and Shell Deepwater Production Inc.)
Mississippi Canyon	1/14/2016	Amendment to Service Agreement Under Rate Schedule FT-2 between Destin Pipeline Company, LLC and Shell Offshore Inc. (successor-in-interest to Shell Deepwater Development Inc. and Shell Deepwater Production Inc.)
Mississippi Canyon	1/1/2023	Amendment to Service Agreement Under Rate Schedule FT-2 between Destin Pipeline Company LLC and Shell Offshore Inc. (successor-in-interest to Shell Deepwater Development Inc. and Shell Deepwater Production Inc.)
Mississippi Canyon	2/28/1997	Reserve Commitment Agreement between Destin Pipeline Company LLC and Shell Deepwater Development Inc and Shell Deepwater Production Inc.

EXHIBIT A

Talos Ocho Energy LLC Contracts		
Field / Prospect	Effective Date of Contract	Contract Description
Mississippi Canyon	8/28/2014	Amendment to Reserve Commitment Agreement between Destin Pipeline Company LLC and Shell Offshore Inc. (successor-in-interest to Shell Deepwater Development Inc. and Shell Deepwater Production Inc.)
Mississippi Canyon	11/21/2003	Gas Gathering Agreement between Okeanos Gas Gathering Company, LLC and Shell Offshore Inc.
Mississippi Canyon	3/29/2004	Future Production Agreement between Okeanos Gas Gathering Company, LLC and Shell Offshore Inc.
Mississippi Canyon	9/2/2003	Offshore Facilities Interconnection Agreement between Okeanos Gas Gathering Company, LLC and Shell Offshore Inc and BP Exploration & Production Inc.
Mississippi Canyon	8/1/2022	Amendment No. 1 to Offshore Facilities Interconnect Agreement between Okeanos Gas Gathering company, LLC and BP Exploration & Production Inc. and Shell Offshore, Inc.
Mississippi Canyon	10/1/2003	Offshore Tie-In and Platform Right-of-Use Agreement (Na Kika) between Shell GOM Pipeline Company LLC and Shell Offshore Inc. and BP Exploration & Production Inc.
Mississippi Canyon	7/1/2025	Purchase and Sale Agreement entered into by and among Shell Offshore, Inc., Talos Ocho Energy LCC, and RE Fund V Holdco II Infrastructure, LLC

EXHIBIT A

Talos Energy Offshore LLC Leases

Area	Block	Field / Prospect	OCS-G Lease No.	Recordation Jurisdiction	Land Description	Interest Type
Walker Ridge	271	271	G35080	Terrebonne Parish, LA	All of Block 271, Walker Ridge, as shown on OCS Official Protraction Diagram, NG15-06.	Record Title
Walker Ridge	272	272	G35081	Terrebonne Parish, LA	All of Block 272, Walker Ridge, as shown on OCS Official Protraction Diagram, NG15-06.	Record Title
Walker Ridge	315	315	G35733	Terrebonne Parish, LA	All of Block 315, Walker Ridge, as shown on OCS Official Protraction Diagram, NG15-06.	Record Title
Walker Ridge	316	316	G36084	Terrebonne Parish, LA	All of Block 316, Walker Ridge, as shown on OCS Official Protraction Diagram, NG15-06.	Record Title

EXHIBIT A

Talos Energy Offshore LLC Wells

OCS-G Lease No.	Well Name	API Number
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None

EXHIBIT A

Talos Energy Offshore LLC Platform

Prospect	AREA	BLOCK	PLATFORM / PRODUCTION FACILITY	ID NUMBER
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None

EXHIBIT A

Talos Energy Offshore LLC Contracts		
Field / Prospect	Effective Date of Contract	Contract Description
Monument	10/1/2017	Monument Prospect Operating Agreement by and among Anadarko Petroleum Corporation, Anadarko US Offshore LLC, Statoil Gulf of Mexico LLC, and Venari Offshore LLC as amended
Monument	7/1/2023	BSEE Approved Walker Ridge Block 271 Unit, Contract No. 754323005, Unit Agreement dated effective July 1, 2023
Monument	7/1/2023	Ratification, Amendment and Establishment of Operating Agreement as Unit Operating Agreement (Monument Prospect) by and among BOE Exploration & Production LLC, Beacon Offshore Energy Exploration LLC, Repsol E&P USA LLC, Progress Resources USA Ltd. , and Navitas Monument US, LLC
Monument	7/1/2023	Deepwater Production Handling and Operating Services Agreement for Monument Prospect, Walker Ridge Blocks 227, 271, 272, 315, and 316, to Walker Ridge Block 52 Host Facility by and between BOE EXPLORATION & PRODUCTION LLC, SHENHAI, LLC, BEACON OFFSHORE ENERGY DEVELOPMENT LLC, BEACON II EXPLORATION LLC, HEQ BLUE RIDGE, LLC, PROGRESS RESOURCES USA LTD., BEACON OFFSHORE ENERGY EXPLORATION LLC, REPSOL E&P USA LLC, NAVITAS MONUMENT US, LLC

EXHIBIT A

Talos Energy Offshore LLC Contracts		
Field / Prospect	Effective Date of Contract	Contract Description
Monument	7/15/2024	Oil Gathering Agreement by and among Repsol E&P USA LLC and Sync Pipeline LLC
Monument	7/31/2024	Memorandum of Carry Obligation by and among Beacon Offshore Energy Operating LLC and Talos Energy Offshore LLC.
Monument	8/2/2024	Memorandum of Purchase Obligation by and among Repsol E&P USA LLC and Talos Energy Offshore LLC.
Monument	11/17/2025	Ratification, Joinder and Amendments to Monument Prospect Operating Agreement, Monument Unit Operating Agreement and Memorandum of Operating Agreement and Financing Statement (Louisiana); and Notice of Reinscription by and among Beacon Offshore Energy Monument LLC, Beacon Offshore Energy Production LLC, Navitas Monument US, LLC, Navitas Monument US II, LLC, Talos Energy Offshore LLC (Non-Operating Parties) and BOE Exploration & Production LLC (Operator)

EXHIBIT A

Talos Energy Ventures, LLC Leases

Area	Block	Field / Prospect	OCS-G Lease No.	Recording Jurisdiction	Land Description	Interest Type
Green Canyon	77	Sunspear	G36978	Terrebonne Parish, LA	All of Block 77, Green Canyon, as shown on OCS Official Protraction Diagram, NG15-03	Record Title
Green Canyon	78	Sunspear	G36895	Terrebonne Parish, LA	All of Block 78, Green Canyon, as shown on OCS Official Protraction Diagram, NG15-03	Record Title

EXHIBIT A

Talos Energy Ventures, LLC Wells

OCS-G Lease No.	Well Name	API Number
G36895	GC 78 SS001	60-811-40768-00
G36895	GC 78 SS002	60-811-40771-00

EXHIBIT A

Talos Energy Ventures, LLC Platform

Field / Prospect	AREA	BLOCK	PLATFORM / PRODUCTION FACILITY	ID NUMBER
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None

EXHIBIT A

Talos Energy Ventures, LLC Contracts		
Field / Prospect	Effective Date of Contract	Contract Description
Sunspear	11/1/2021	Operating Agreement by and between EnVen Energy Ventures, LLC, as Operator, and Ridgewood Sunspear, LLC as Non-Operator, as amended, covering all of Green Canyon Blocks 77 & 78
Sunspear	11/1/2021	Participation Agreement by and between EnVen Energy Ventures, LLC and Ridgewood Sunspear, LLC covering all of Blocks 77 and 78, Green Canyon Area
Sunspear	12/1/2021	Participation Agreement by and between EnVen Energy Ventures, LLC and HEDV Beaverspear, LLC covering all of Blocks 77 and 78, Green Canyon Area
Sunspear	1/1/2025	Deepwater Production Handling, Transportation, and Operating Services Agreement by and between Talos Energy Ventures, LLC, as Operator, HEDV Beaverspear, LLC and Ridgewood Sunspear, LLC, as Non-Operators, covering Green Canyon Blocks 77 and 78

EXHIBIT A

Talos Energy Offshore LLC Leases

Area	Block	Field / Prospect	OCS-G Lease No.	Recording Jurisdiction	Land Description	Interest Type
Viosca Knoll	1000	Limerock	G36951	Plaquemines Parish, LA	All of Block 1000, Viosca Knoll, as shown on OCS Official Protraction Diagram, NH16-07.	Record Title

EXHIBIT A

Talos Energy Offshore LLC Wells

OCS-G Lease No.	Well Name	API Number
G36951	VK 1000 SS001	60-816-40467-00

EXHIBIT A

Talos Energy Offshore LLC Platform

Field / Prospect	AREA	BLOCK	PLATFORM / PRODUCTION FACILITY	ID NUMBER
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None

EXHIBIT A

Talos Energy Offshore LLC Contracts

Field / Prospect	Effective Date of Contract	Contract Description
Limerock	7/13/2022	Limerock Participation Agreement, by and between Talos Energy Offshore LLC and Walter Oil & Gas Corporation, as Limerock Prospect Owners, Talos Resources LLC (Ram Powell Platform Owner), and Talos Petroleum LLC (Ram Powell Platform Operator)
Limerock	6/1/2022	Limerock Prospect Offshore Deepwater Operating Agreement, as amended, between Talos Energy Offshore, as Operator, and Walter Oil & Gas Corporation, as Non-Operator, covering Viosca Knoll Block 1000 (OCS-G 36951)
Limerock	6/1/2022	Deepwater Production Handling, Transportation, and Operating Services Agreement by and among Talos Resources LLC (Ram Powell Platform Owner), Talos Petroleum LLC, as (Ram Powell Platform Operator), Talos Energy Offshore LLC (Limerock Operator/Co-Owner) and Walter Oil and Gas Corporation, as Non-Operator

EXHIBIT A

Talos Energy Offshore LLC Leases						
Area	Block	Field / Prospect	OCS-G Lease No.	Recordation Jurisdiction	Land Description	Interest Type
Ewing Bank	953	EW 953	G36763	Lafourche & Terrebonne Parishes, LA	All of Block 953, Ewing Bank, OCS Official Protraction Diagram, NH 15-12.	Record Title

EXHIBIT A

Talos Energy Offshore LLC Wells		
OCS-G Lease No.	Well Name	API Number
G36763	EW 953 SS001	60-810-40169-00

EXHIBIT A

Talos Energy Offshore LLC Platforms

Prospect	AREA	BLOCK	PLATFORM / PRODUCTION FACILITY	ID NUMBER
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None

EXHIBIT A

Talos Energy Offshore LLC Contracts		
Field / Prospect	Effective Date of Contract	Contract Description
EW 953	2/1/2024	Participation Agreement by and between Walter Oil & Gas Corporation, Talos Energy Offshore LLC, and Gordy Oil Company.
EW 953	2/1/2024	Offshore Operating Agreement, by and between Walter Oil & Gas Corporation, as Operator, and Talos Energy Offshore LLC and Gordy Oil Company, as Non-Operators, as amended.
EW 953	2/1/2024	Memorandum of Operating Agreement and Financing Statement (Louisiana), by and between Walter Oil & Gas Corporation, as Operator, and Talos Energy Offshore LLC and Gordy Oil Company, as Non-Operators
EW 953	7/1/2025	Amendment to Exhibit "A" of that certain Offshore Operating Agreement dated effective February 1, 2024, by and between Walter Oil & Gas Corporation, as Operator, and Talos Energy Offshore LLC and Gordy Oil Company, as Non-Operators.
EW 953	10/1/2025	Production Handling Agreement, by and between Walter Oil & Gas Corporation, Talos Energy Offshore LLC and Gordy Oil Company, as Producers, and Walter Oil & Gas Corporation, CV Production LLC, GOM Shelf LLC, and Talos Third Coast LLC, as Processors, covering the South Timbalier Block 311 "A" Platform (Host Processing Facility) and Ewing Bank 953 (Satellite Block).
EW 953	4/1/2026	ST 311 6-inch Pipeline Use and Cleanout Letter Agreement, by and between Walter Oil & Gas Corporation, CV Production LLC, GOM Shelf LLC, and Talos Third Coast LLC, as ST 311 Owners, and Walter Oil & Gas Corporation, Talos Energy Offshore LLC and Gordy Oil Company, as EW 953 Owners.

ANNEX I

CERTIFIED COPY OF RESOLUTIONS OF MORTGAGORS

[SEE ATTACHED]

CERTIFIED RESOLUTIONS

Resolutions of

TALOS ENERGY OFFSHORE LLC, TALOS ENERGY VENTURES, LLC, and
TALOS OCHO ENERGY, LLC

Executed and dated effective as of September 22, 2026,

The undersigned, the Vice President, Deputy General Counsel and Assistant Secretary of TALOS ENERGY OFFSHORE LLC, a Delaware limited liability company, TALOS ENERGY VENTURES, LLC, a Delaware limited liability company, and TALOS OCHO ENERGY LLC, a Delaware limited liability company (each a "Mortgagor"), does hereby certify in her official capacity, stated above, of each Mortgagor, and not in her individual capacity, as of the date hereof that the resolutions attached hereto as Annex I were adopted by each Mortgagor, by written consent in lieu of a meeting.

TALOS ENERGY OFFSHORE, LLC
TALOS ENERGY VENTURES, LLC,
and TALOS OCHO ENERGY LLC

By: 

Name: Deborah S. Muston

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 ENERGY VENTURES, LLC
TALOS ENERGY VENTURES HOLDING, LLC
TALOS ENERGY VENTURES GOM LLC
TALOS QN LLC
TALOS QN EXPLORATION LLC
TALOS OCHO ENERGY LLC**

September 22, 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 Energy Ventures GOM LLC, a Delaware limited liability company (“**Ventures GOM**”), Talos QN LLC, a Delaware limited liability company (“**QN**”) and Talos Ocho Energy LLC, a Delaware limited liability company (“**Ocho**”), (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, Ventures GOM, QN, Ocho, 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, and the other Persons from time to time party thereto (each such term as defined in the Existing Credit Agreement) entered into that certain Amended and Restated Credit Agreement dated as of January 20, 2026 (as amended, supplemented, waived or otherwise modified from time to time prior to the date hereof, the “**Existing Credit Agreement**”), pursuant to which the Lenders will, from time to time, make certain revolving credit loans and other extensions of credit, including the issuance of letters of credit, to or on behalf of the Borrower;

WHEREAS, as a condition precedent to the effectiveness of the Existing Credit Agreement, and from time to time required by the Existing Credit Agreement and certain other Original Loan Documents (as defined below), as applicable, each Company may have been required (a) to negotiate, execute, deliver and perform its obligations under the Existing 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 Existing Credit Agreement, are collectively referred to herein as the “**Original 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 Original 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 Existing Credit Agreement, the other Original Loan Documents and Secured Hedge Transactions and Secured Cash Management Agreements, and all other obligations under or described in the Original 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 Original 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 Original Loan Documents (collectively, **“Original Related Actions”**);

WHEREAS, the Companies entered into that certain Borrowing Base Redetermination Agreement, Incremental Agreement, and First Amendment to Amended and Restated Credit Agreement (the **“First Amendment”**) dated as of June 30, 2026, among the Borrower, Holdings, each other Credit Party, the Administrative Agent, each Issuing Bank, the Swingline Lender, and each of the Lenders party thereto (each such term as defined in the Credit Agreement (as defined below)), which amends the Existing Credit Agreement (the Existing Credit Agreement, as amended by the First Amendment, the **“Credit Agreement”**), and pursuant to which, among other things, provides for (a) an increase to the Borrowing Base from \$700,000,000 to \$850,000,000 (or \$800,000,000 if any applicable joint interest owner in the Na Kika Properties that has a right of first refusal with respect to a disposition by Shell Offshore Inc., a Delaware corporation (**“Shell”**), of its interest in the Na Kika Properties gives notice to Shell that it is exercising such right of first refusal) and (b) an increase in the total Maximum LC Commitments from \$250,000,000 to \$300,000,000, in each case effective upon the Na Kika-Coulomb Implementation Date (as defined in the First Amendment) and subject to the satisfaction of certain conditions specified in the First Amendment;

WHEREAS, in connection with the First Amendment and to effectuate the Na Kika-Coulomb Implementation Date, the Companies may deem it necessary or advisable, and the Member deems it advisable and in the best interest of the Companies, (a) to execute promissory notes, mortgages, certificates and any other agreements or documents as may be necessary (each of the foregoing, together with the First Amendment and the Original Loan Documents, the **“Loan Documents”**) and (b) to take all such other actions as may be necessary or advisable (such actions, together with the Original Related Actions, the **“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, 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 First Amendment, 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 and the Related Actions 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 First Amendment, the Credit Agreement, the other Loan Documents, any Borrowings thereunder, the taking of any and all Related Actions, 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 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 OCHO ENERGY 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

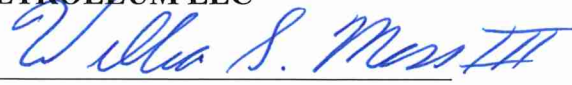
TALOS PETROLEUM LLC,

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**

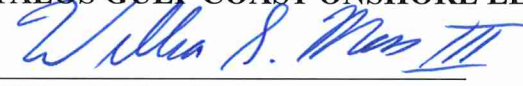
By: 

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**

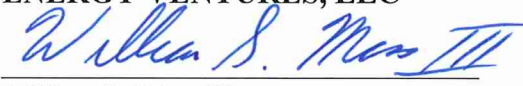
By: 

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**

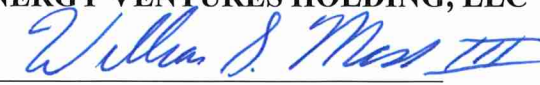
By: 

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: 

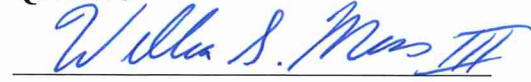
Name: William S. Moss III

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