



United States Department of the Interior

BUREAU OF OCEAN ENERGY MANAGEMENT

New Orleans Office
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

In Reply Refer To: MS GM 266A
OCS-G 21499

March 19, 2024

Talos Energy Ventures, LLC
c/o McGriff
10100 Katy Freeway, Suite 400
Houston, Texas 77043-5272
Attn: Ashley Koletar, Attorney-in-Fact

Dear Ms. Koletar:

Your letter dated March 5, 2024, submitting replacement Supplemental Multi-Obligee Performance Bond No. EACX4041160, in the amount of \$1,896,384, was received by our office on March 7, 2024. This bond, conditioned to cover Right-of-Way, OCS-G 21499, was executed on March 18, 2024, with Talos Energy Ventures, LLC (03026) as principal and Endurance Assurance Corporation, as surety. The Principal and Surety are held and firmly bound unto the Bureau of Ocean Energy Management, and Shell Offshore, Inc., (00689), as Co-Obligees.

This bond replaces the Outer Continental Shelf (OCS) Supplemental Multi-Obligee Performance Bond No. NAT0080574, in the amount of \$1,896,384. This bond, conditioned to cover Right-of-Way, OCS-G 21499, was executed on September 14, 2023, with Talos Energy Ventures, LLC as principal, and Argonaut Insurance Company and Nationwide Mutual Insurance Company as surety(s).

Attached to and forming a part of Bond No. MIC0070622, is the Name Change Rider, executed on February 13, 2023, which changes the name of the principal from EnVen Energy Ventures, LLC to Talos Energy Ventures, LLC. The rider is effective February 13, 2023.

The replacement bond, Bond No. EACX4041160, conforms to the requirements of the leasing and operating regulations for submerged lands of the Outer Continental Shelf and is considered to be effective, February 23, 2024. The period of liability of Outer Continental Shelf (OCS) Supplemental Multi-Obligee Bond No. NAT0080574 is considered to have terminated and the bond is considered cancelled without residual liability on the same date.

Should you need further assistance, please contact Georgina Acosta at (504) 736-2763 or boemgomrfinancialassurance@boem.gov.

Sincerely,

**BRIDGETTE
DUPLANTIS** Digitally signed by
BRIDGETTE DUPLANTIS
Date: 2024.03.19
09:49:52 -05'00'

Bridgette Duplantis, Section Chief
Leasing and Financial Responsibility Section
Leasing and Plans

Sent Via Email To: patricia.rodriguez@TalosEnergy.com; akoletar@mcgriff.com;
ssanfield@sompo-intl.com; chary.crooks@Argosurety.com;
monica.gilmore@nationwide.com; Philip.Ladner@shell.com



RECEIVED
March 7, 2024
Leasing & Financial
Responsibility Section

March 5, 2024

via email transmission (boemGOMRfinancialassurance@boem.gov)

Bureau of Ocean Energy Management
Attn: Leasing & Financial Responsibility Section
1201 Elmwood Park Blvd., Mail Stop GM 266A
New Orleans, Louisiana 70123-2394

Re: Acceptance of Replacement Bond
Principal: Talos Energy Ventures, LLC
Bond No. SPA150014_009
Bond Amount: \$50,000,000.00
Multi-Obligee Performance Bond
Lease No. OCS-G 15565; GC 248

Cancellation Request
Principal: Talos Energy Ventures, LLC
Bond No. SUR0038646
Bond Amount: \$50,000,000.00
Multi-Obligee Performance Bond
Lease No. OCS-G 15565; GC 248

Acceptance of Replacement Bond
Principal: Talos Energy Ventures, LLC
Bond No. EACX4041160
Bond Amount: \$1,896,384.00
Multi-Obligee Performance Bond
ROW No. OCS-G 21499

Cancellation Request
Principal: Talos Energy Ventures, LLC
Bond No. NAT0080574
Bond Amount: \$1,896,384.00
Multi-Obligee Performance Bond
ROW No. OCS-G 21499

Acceptance of Replacement Bond
Principal: Talos Energy Ventures, LLC
Bond No. EACX4041161
Bond Amount: \$2,303,643.54
Multi-Obligee Performance Bond
ROW No. OCS-G29339

Cancellation Request

Principal: Talos Energy Ventures, LLC
Bond No. SUR0038648
Bond Amount: \$2,303,643.54
Multi-Obligee Performance Bond
ROW No. OCS-G29339

Acceptance of Replacement Bond

Principal: Talos Energy Ventures, LLC
Bond No. EACX4041159
Bond Amount: \$1,896,384.00
Multi-Obligee Performance Bond
ROW No. OCS-G 21500

Cancellation Request

Principal: Talos Energy Ventures, LLC
Bond No. NAT0080573
Bond Amount: \$1,896,384.00
Multi-Obligee Performance Bond
ROW No. OCS-G 21500

Dear Sir or Madam:

On behalf of Talos Energy Ventures, LLC, please find enclosed four fully executed Replacement Bonds (three Endurance and one SiriusPoint) outlined above.

Upon acceptance of the four replacement bonds, we hereby request the release of the four current bonds (two Nationwide and two Argonaut) referenced above effective the date of the replacement bonds which is 2/23/24. In addition, please email a copy of the executed replacement bonds to the email addresses outlined below so we can file with the BOEM.

Patricia Rodriguez, Talos Energy Inc.: Patricia.Rodriguez@TalosEnergy.com
Ashley Koletar, McGriff Insurance Services, Inc.: akoletar@mcgriff.com

Thank you for your consideration, and if you have any questions, please feel free to contact Ashley Koletar at (713) 906-3013 or by the above stated email address.

Sincerely,

Ashley Koletar

Attorney-In-Fact

BOND NO. EACX4041160

OCS ROW NO. OCS-G 21499

BOND TYPE: Supplemental

PENAL SUM \$1,896,384.00

MULTI-OBLIGEE PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, , Talos Energy Ventures, LLC, a Delaware limited liability company, with its principal office at 333 Clay Street, Suite 3300, Houston, Texas 77002, assigned BOEM Company Qualification Number 03026 ("**Principal**"), and Endurance Assurance Corporation, with an office at 4 Manhattanville Road, Purchase, NY 10577 ("**Surety**"), are held and firmly bound unto (i) the United States of America, acting by and through the Bureau of Ocean Energy Management, 1201 Elmwood Park Boulevard, New Orleans, Louisiana 70123 ("**BOEM Obligee**"), and (ii) Shell Offshore Inc., with a mailing address of P.O. Box 61933, New Orleans, Louisiana 70161, assigned BOEM Company Qualification No. 00689 ("**Seller Obligee**") (BOEM Obligee and Seller Obligee being sometimes collectively referred to herein as "**Co-Obligees**,") for the penal sum of One Million Eight Hundred Ninety Six Thousand Three Hundred Eighty Four and No/100 Dollars (\$1,896,384.00) lawful money of the United States of America for the payment of which penal sum the Principal and the Surety bind themselves, their successors and assigns, jointly, severally, and in solido, firmly by these presents, pursuant to the terms hereof.

WHEREAS, Seller Obligee is a former Lessee (as defined herein) on Federal Pipeline Right-of-Way Grant OCS-G 21499 ("**Lease**"), more fully described as follows:

Pipeline Right-of-Way (ROW) OCS-G21499 is a 200-foot wide and approximately 23.62 miles (124,711 feet) long corridor associated with the 18-20-inch Pipeline Segment No. 12456. The purpose of pipeline ROW OCS-G21499 is to maintain and operate PSN 12456 and to transport gas from Platform A-Brutus TLP in Block 158 Green Canyon Area, through Blocks 114, 113, 69 and 25 in Green Canyon Area, through Blocks 995, 951, 950 and 906 in Ewing Bank Area, through Block 316 in South Timbalier Area, through Block 355 in Ship Shoal Area to Platform A in Block 332 in Ship Shoal Area.

WHEREAS, pursuant to a transaction between Principal and Seller Obligee in which a record title interest in the Lease has been transferred from Seller Obligee to Principal ("**Assignment Transaction**"), Principal is required to provide security for the Decommissioning Obligations (as defined below) to Seller Obligee; and

WHEREAS, pursuant to applicable laws, rules, regulations, and policies of BOEM Obligee, Principal is required to provide financial assurance for the Decommissioning Obligations (as defined below) to BOEM Obligee; and

WHEREAS, the Surety warrants that it is duly authorized by the proper public authorities to transact the business of indemnity and suretyship in the state where it executed this Bond, that it is qualified to be a surety and guarantor on bonds and undertakings, that it is named in the current Circular 570, published by the Audit Staff Bureau of Accounts, U.S. Department of the Treasury ("**Circular 570**"), and that its certificate of suretyship has not been revoked; and

WHEREAS, the Surety warrants that it has duly executed a power of attorney, appointing the hereinafter named representative as the true and lawful attorney-in-fact of such Surety, upon whom may be served all lawful process in any action or proceeding against such Surety in any court or before any officer, arising out of or founded upon this Bond or any liability hereunder, and does hereby agree and consent that such service, when so made, will be valid service upon it, and that such appointment will continue in force and effect and be irrevocable so long as any liability against it remains outstanding hereunder; but if the named representative becomes no longer able to act as the Surety's true attorney-in-fact, the Surety will immediately execute a new power of attorney appointing a replacement representative authorized to act as its true attorney-in-fact, and will promptly so inform each of the Co-Obligees.

NOW THEREFORE, the Principal, the Surety, and the Co-Obligees agree to the following:

1. **Definitions.** As used in this Bond, the following terms have the following meanings:
 - 1.1 **Bond** means this multi-obligee performance bond, identified as Bond No. EACX4041160;
 - 1.2 **Instrument** includes, individually or collectively, any lease, operating agreement, designation of operator or agent, storage agreement, transfer of operating rights, permit, license, grant, or easement, pursuant to which the Principal has the right, privilege, or license to conduct operations on the Lease to which this Bond applies;
 - 1.3 **Decommissioning Obligation(s)** means any decommissioning obligation(s) or requirement(s) imposed on both the Principal and the Seller Obligee by, or arising from (i) the Lease, (ii) any regulations of the Department of the Interior, or (iii) any Instrument issued, maintained, or approved under the Outer Continental Shelf ("**OCS**") Lands Act (43 U.S.C. §§ 1331 et seq.), related to the record title, operating rights, or ownership interests in the Lease transferred to Principal pursuant to the Assignment Transaction and that accrued before the Principal acquired its record title, operating rights, or ownership interests therein and remained unperformed on the date that BOEM Obligee approved assignment of such interests from Seller Obligee to Principal;
 - 1.4 **Qualified Surety** means a surety named in the version of Circular 570 current at the time the Qualified Surety provides a bond, and at all times thereafter.
 - 1.5 **Lessee** means a BOEM-approved owner of all or a portion of the record title in the Lease or a BOEM-approved owner of all or a portion of the operating rights under the Lease; or

a Bureau of Safety and Environmental Enforcement ("**BSEE**")-approved owner of a ROW;

- 1.6 **Person** includes an individual, a public or private entity, a State, a political subdivision of a State, any association of individuals, corporations, States, or subdivisions of States, or a government agency;
- 1.7 **Regional Director** means the Regional Director for the applicable BOEM Obligor Regional Office with jurisdiction over the Lease; and
- 1.8 **Default** means BOEM's determination that the Principal has failed to timely perform the Decommissioning Obligations.
- 2. The Principal, the Surety, and the Co-Obligees further agree to the following:
 - 2.1 The Surety hereby guarantees, to each of the Co-Obligees, the full and faithful performance by Principal of the entirety of the Decommissioning Obligations. Under no circumstances, however, does such guarantee by the Surety exceed the penal sum of the Bond at any time in effect.
 - 2.2 The Principal, as agent on behalf of all Lessees on the Lease, will fulfill the Decommissioning Obligations to the same extent as though the Principal were the sole Lessee, as well as the operating rights owner, for the portions of the Lease transferred in the Assignment Transaction.
 - 2.3 The Surety does hereby absolutely and unconditionally bind itself to each of (i) BOEM Obligor and (ii) Seller Obligor for all sums required to fund the performance of the Decommissioning Obligations, up to the penal sum of the Bond, regardless of the number of years this Bond is in force.
 - 2.4 The Surety will be responsible to each of the Co-Obligees for all Decommissioning Obligations of the Principal until the earlier of: (a) the satisfaction of all Decommissioning Obligations, (b) if the Bond is called, the Surety has provided the funds up to the penal sum of the Bond, or (c) the Decommissioning Obligations are covered by replacement financial assurance approved in writing by each of BOEM Obligor and Seller Obligor which specifically secures the Decommissioning Obligations.
 - 2.5 If the Regional Director terminates the period of liability of this Bond in accordance with 30 CFR 556.906, the Surety will remain responsible to the Co-Obligees for Decommissioning Obligations that accrued during the period of liability until the Regional Director issues a written cancellation of the Bond in favor of the Surety.
 - 2.6 If this Bond is cancelled, the Regional Director may reinstate this Bond as if no cancellation had occurred if any payment for performance of any Decommissioning Obligation of the Principal is rescinded or must be restored or repaid pursuant to any insolvency, bankruptcy, reorganization, or receivership, or should the representation of

the Principal that it has performed the Decommissioning Obligations in accordance with BOEM specifications be materially false and BOEM relied upon such representation in canceling the Bond.

- 2.7 The Surety waives any right of notice of this Bond taking effect and agrees that this Bond will take effect as to each Co-Obligee upon delivery to such Co-Obligee.
- 2.8 Unless explicitly terminated, cancelled, or modified by both BOEM Obligee and Seller Obligee in writing, and as provided for in this Bond, the Surety's obligations will remain in full force and effect, even if:
- a) The Principal or any other person assigns all or part of any interest in an Instrument or in the Lease covered by this Bond;
 - b) Any person modifies an Instrument in any manner, including modifications that result from (i) a commitment to a unit, cooperative, or communitization, or storage agreement; (ii) suspension of operations or production; (iii) suspension or changes in rental, minimum royalty, or the payment of royalties; (iv) modification of regulations or interpretations of regulations; (v) creation or modification of compensatory royalty agreements or payments; or (vi) creation of any mortgage, pledge, or other grant of security interest in an Instrument or the Lease;
 - c) Any person, event, or condition terminates any Instrument, or the Lease covered by this Bond, whether the termination is by operation of law or otherwise; or
 - d) Either Co-Obligee takes or fails to take any enforcement action against, or fails to give notice to, or make demand of, any party to any Instrument, concerning the payment or non-payment of rentals or royalties or the performance or non-performance of any other covenant, term, or condition of the Lease, or any contract entered into with respect to the Assignment Transaction.
- 2.9 BOEM Obligee will contemporaneously send a copy to Seller Obligee of any notice of Default sent to Principal or Surety.
- 2.10 After a Default, and upon demand by either of the Co-Obligees, the Surety will provide to such Co-Obligee making demand, pursuant to the procedures set forth in this Section 2, payments up to the penal sum of the Bond to satisfy the Decommissioning Obligations.
- 2.11 Upon Default by the Principal, BOEM Obligee has the right to call the Bond, or a portion of the Bond, by demand upon the Surety without any requirement that BOEM Obligee confer with, or obtain the agreement of, Seller Obligee, subject to the procedures, rights and obligations set forth in this Section 2.
- 2.12 Prior to calling the Bond pursuant to Paragraph 2.11, BOEM Obligee will provide Seller Obligee with thirty (30) calendar days' advance written notice ("**BOEM Notice Period**") of BOEM Obligee's intention to call the Bond (or portion thereof) and stating the scope

of the Decommissioning Obligations upon which Principal has defaulted. If, within the BOEM Notice Period, Seller Obligor commits in writing to BOEM Obligor to timely undertake the requisite activities to address the Decommissioning Obligations upon which Principal has defaulted, BOEM Obligor will direct the Surety to pay to Seller Obligor the proceeds of the Bond (or portion thereof). Seller Obligor will utilize the proceeds of the Bond exclusively to diligently and continuously prosecute the performance of the requisite operations and activities until such time as the Decommissioning Obligations then requiring performance are satisfied.

- 2.13** If BOEM Obligor calls the Bond, and within the BOEM Notice Period, Seller Obligor does not commit in writing to perform the Decommissioning Obligations, BOEM Obligor has the right to receive performance of the Decommissioning Obligations by, or the payment of the Bond proceeds from, the Surety, with no further obligation to inform the Seller Obligor or any other party and BOEM Obligor will place the proceeds of the Bond into an appropriate account and dedicate the proceeds to the performance of activities to address the Decommissioning Obligations then requiring performance.
- 2.14** Upon Default, Seller Obligor may call the Bond by demand upon the Surety if (a) Seller Obligor provides BOEM Obligor with thirty (30) calendar days' advance written notice ("***Seller Notice Period***") of its intention to call the Bond (or portion thereof), and (b) agrees in writing to use the proceeds of the Bond exclusively to diligently and continuously prosecute the performance of the requisite operations and activities until such time as the Decommissioning Obligations then requiring performance are satisfied. Seller Obligor hereby acknowledges that this Bond and the procedures relating to utilization of Bond proceeds do not reduce or otherwise modify its regulatory liabilities associated with the Decommissioning Obligations.
- 2.15** If Seller Obligor receives Bond proceeds under any of the provisions of this Section 2, the proceeds will be placed into an escrow or other appropriate account in a federally-insured bank or a federally-insured thrift institution, from which the Seller Obligor may make a withdrawal or series of withdrawals upon submitting to BSEE applicable permits for the contemplated decommissioning operations made the subject of the Default. Seller Obligor pledges to use funds from this escrow or other appropriate account only for satisfying the Decommissioning Obligations then requiring performance.
- 2.16** If Seller Obligor receives bond proceeds under Paragraph 2.12 or withdraws Bond proceeds under Paragraph 2.15, but fails to commence performance of the Decommissioning Obligations, as specified in the regulations at 30 C.F.R., Part 250, subpart Q, within ninety (90) calendar days of receiving/withdrawing the Bond proceeds, or as otherwise mutually agreed in writing, Seller Obligor shall immediately tender to BOEM Obligor the proceeds of the Bond to arrange for performance of the requisite activities to address the Decommissioning Obligations then requiring performance. In order to give BOEM Obligor immediate access to the remaining Bond proceeds pursuant to this Paragraph 2.16, the Seller Obligor will provide, in the agreement establishing the escrow or other appropriate account into which Seller Obligor deposits the Bond

proceeds, terms that authorize BOEM Obligee, after notifying Seller Obligee of Seller Obligee's failure to timely commence Decommissioning Obligations, to make withdrawals from the account consistent with this Paragraph 2.16.

- 2.17** Regardless of which Co-Obligee calls the Bond, and notwithstanding anything else to the contrary herein, any and all proceeds attributable to forfeiture, or call, of the Bond must be applied solely and exclusively to extinguish the Decommissioning Obligations, regardless of insolvency, bankruptcy, or default of the Principal, or an assignment by the Principal of all or part of its interests in the Lease, and all operations and activities necessary to be performed to extinguish such Decommissioning Obligations must be timely performed in accordance with the regulations of the Department of the Interior.

3. Miscellaneous

- 3.1** Nothing in this Bond expands the obligations and liabilities of Seller Obligee associated with the Lease pursuant to contract or law, and all such obligations and liabilities will be limited to the obligations and liabilities that accrued while Seller Obligee was a Lessee, as that term is used herein.
- 3.2** If either Co-Obligee decides to commence suit to enforce its rights, it may commence and prosecute any claim, suit, action, or other proceeding against the Principal and Surety, or either of them, whether or not the other Co-Obligee joins such proceeding.
- 3.3** In the event there is more than one surety, or there are other types of financial assurance securing the Principal's performance of the Decommissioning Obligations, the Surety's obligation and liability under this Bond is on a "solidary" or "joint and several" basis along with such other surety(ies) and along with any other providers of such financial assurance.
- 3.4** The Surety agrees that, within five (5) calendar days after learning that it has been delisted from the Circular No. 570, and/or of any action filed alleging the insolvency or bankruptcy of the Surety, or alleging any violation that would result in suspension or revocation of the Surety's certificate of suretyship, charter, or license to do business, the Surety will give notice to the Principal and the Co-Obligees.
- 3.5** The Principal agrees that, within five (5) calendar days after learning that the Surety has become bankrupt or, insolvent, or the Surety has had its charter or license to do business suspended or revoked, or is no longer named in the current Circular 570, the Principal will substitute a bond identical in all material respects to this Bond from another Qualified Surety (as defined above).
- 3.6** The Principal agrees that, within five (5) calendar days of learning of any action filed alleging the insolvency or bankruptcy of the Principal, or alleging any violation that would result in suspension or revocation of the Principal's charter, or license to do business, it will notify the Co-Obligees and the Surety.

- 3.7** The Surety's obligation and liabilities under this Bond are binding upon the Surety's successors and assigns, if any. Nothing in this Bond permits assignment of the Surety's obligation without the written consent of each of the Co-Obligees.
- 3.8** The Surety hereby waives any defenses to liability on this Bond based on an unauthorized Principal signature.
- 3.9** No forbearance by either of the Co-Obligees will release the Principal and the Surety from any liability under this Bond to any Co-Obligee.
- 3.10** The penal sum of the Bond will be reduced by and to the extent of any payments made by Surety hereunder, or its successors and assigns, if any; however, the Bond will remain in full force and effect for the remaining balance of the Bond until all the Decommissioning Obligations are satisfied, or until a replacement bond from a Qualified Surety is provided.
- 3.11** No right or action will accrue on this Bond to or for the use of any person other than the Principal, Surety, the Seller Oblige, and the BOEM Oblige, and their respective heirs, executors, debtor(s) in possession, administrators, assigns, or successors, pursuant to the terms of this Bond and applicable law.
- 3.12** A notice or communication under or in connection with this Bond shall be in writing and shall be deemed to have been duly given or made when (a) delivered by hand by a recognized courier delivery service, on the date shown on the receipt, or (b) in the case of delivery by United States certified mail with return receipt requested and postage prepaid, on the date of delivery. The addresses for all notices are as follows:

Talos Energy Ventures, LLC (Principal)
333 Clay Street, Suite 3300,
Houston, Texas 77002
Attention: Patricia Rodriguez
Telephone: 713-380-4951

Endurance Assurance Corporation (Surety)
12890 Lebanon Road
Mount Juliet, TN 37122-2870
Attention: Surety
Telephone: 615-553-9500

Bureau of Ocean Energy Management (BOEM Oblige)
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123
Attention: Office of Leasing & Financial Responsibility
Telephone: 504-736-2432

Shell Offshore Inc. (Seller Obligee)
150 North Dairy Ashford Road
Houston, Texas 77079
Attention: Paige Todd
Telephone: 832-337-7092

A party to this Bond may change its address for notices by written notice to the other parties.

- 3.13** BOEM Obligee acknowledges that Seller Obligee and Principal are parties to the Assignment Transaction, whereby Principal acquired interests in the Lease, and BOEM Obligee agrees that it has no rights, duties, or obligations pursuant to the Assignment Transaction, and it is not a third-party beneficiary under the agreements relevant to the Assignment Transaction. Seller Obligee and Principal acknowledge that BOEM Obligee may enforce its regulations concerning the obligations of assignors and assignees.
- 3.14** This Bond will be subject to, and interpreted in accordance with, federal law and, in the absence of federal law, the law of the State of Louisiana, the state adjacent to which the Lease is located. All disputes arising out of or in connection with this Bond shall be resolved exclusively in the federal courts in Texas and the parties hereto consent to the jurisdiction and venue of such courts. Without limiting the foregoing, all regulations governing surety bonds included within 30 CFR 556.900, *et seq.* are incorporated herein by reference for the benefit of both BOEM Obligee and Seller Obligee.
- 3.15** Any Decommissioning Obligations associated with the Lease and for which Seller Obligee has no liability shall be covered by separate and distinct financial assurance provided to BOEM Obligee by Principal or another party.
- 3.16** This Bond may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. Any .pdf (portable document format) or other electronic transmission hereof or signatures hereon shall, for all purposes, be deemed originals.

IN WITNESS WHEREOF, the parties hereto agree that this instrument is effective on **February 23, 2024**, and further agree that all parties, including the Principal, Surety, Seller Obligee and BOEM Obligee, are deemed bound by this instrument as of the effective date of the instrument, regardless of whether any party executes this instrument at a later date. The name of each corporate party to this instrument is indicated by its undersigned representative, who attests that the representative's signature is authorized pursuant to the corporate party's governing body.

[Signature Pages Follow]

PRINCIPAL: Talos Energy Ventures, LLC

By:

Name:

Sergio L. Maiworm, Jr.

Title:

Chief Financial Officer and Senior Vice President

Date:

February 23, 2024

SURETY: Endurance Assurance Corporation

By:

Name:

Melanie Salinas

Title:

Attorney-In-Fact

Date:

February 23, 2024

SELLER OBLIGEE: Shell Offshore Inc.

By:

Name:

Philip D. Ladner

Title:

Attorney-In-Fact

Date:

March 6, 2024

BOEM OBLIGEE: United States Department of the Interior

By: Bureau of Ocean Energy Management

By:

JAMES
KENDALL

Digitally signed by JAMES
KENDALL
Date: 2024.03.18
13:29:55 -05'00'

Name:

Title:

Regional Director, Gulf of Mexico Region

Date:

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Marc W. Boots, Vickie Lacy, Maria D. Zuniga, Joseph R. Aulbert, Ashley Koletar, Ryan Varela, Richard Covington, Heather Noles, Melanie Salinas** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

<p>Endurance Assurance Corporation</p> <p>By:  Richard Appel; SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By:  Richard Appel; SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By:  Richard Appel; SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By:  Richard Appel; SVP & Senior Counsel</p> 
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ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: 
Amy Taylor, Notary Public - My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,**

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 23rd day of February, 2024.

By: 
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870