

# **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: Bond No. SURU2210003790 March 6, 2024

Talos Energy Ventures, LLC c/o McGriff
10100 Katy Freeway, Suite 400
Houston, TX 77043

Attn: Ashley Koletar

Dear Ms. Koletar:

Your letter dated March 4, 2024, submitting replacement Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond No. SURU2210003790, in the amount of \$3,000,000, was received by our office on that same date. This bond, conditioned to cover the principal's leasehold interest held now or hereafter in the Gulf of Mexico, was executed on February 27, 2024, with Talos Energy Ventures, LLC as principal and Ascot Surety & Casualty Company as surety.

This bond replaces Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond No. SBP150014\_031, in the amount of \$3,000,000. This bond, conditioned to cover principal's leasehold interest held now or hereafter in the Gulf of Mexico, was executed on February 6, 2023, with EnVen Energy Ventures, LLC as principal, and Pennsylvania Insurance Company as surety.

Attached to and forming a part of Bond No. SBP150014\_031, is Name Change Bond 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. SURU2210003790, 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 27, 2024, the date it was executed. The period of liability of Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond No. SBP150014\_031 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 Kathleen Lee at (504) 736-5774 or boemgomrfinancialassurance@boem.gov.

Sincerely,

BRIDGETTE Digitally signed by BRIDGETTE DUPLANTIS

Date: 2024.03.06 12:27:27

-06'00'

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

cc: Patricia Rodriguez (<u>Patricia.Rodriguez@talosenergy.com</u>)
Ashley Koletar (<u>akoletar@mcgriff.com</u>)

# Cover Page OUTER CONTINENTAL SHELF (OCS) MINERAL LESSEE'S OR OPERATOR'S BOND

## Form BOEM-2028

This form dated March 2023 supersedes all previous versions of form BOEM-2028

All Bond Forms must be submitted with a transmittal letter to the appropriate BOEM office;

Bureau of Ocean Energy Management Gulf of Mexico OCS Office 1201 Elmwood Park Blvd. New Orleans LA 70123-2394 Leasing and Financial Responsibility - Mail Stop GM266A

Bureau of Ocean Energy Management Alaska OCS Office 3801 Centerpoint Drive, Suite 500 Anchorage AK 99503-5820 Alaska Leasing Section

Bureau of Ocean Energy Management Pacific OCS Office 760 Paseo Camarillo, Suite 102 Camarillo CA 93010 Lease Management RECEIVED

OMB Control No.: 1010-0006

Expiration Date: 3/31/2026

March 4, 2024

Leasing & Financial Responsibility Section

Paperwork Reduction Act of 1995 (PRA) Statement: The PRA (44 U.S.C. 3501 et seq.) requires us to inform you that BOBM collects this information to hold the surety liable for the obligations and liability of the Principal (lessee or operator). Responses are mandatory. No proprietary information is collected. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this form is estimated to average 15 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Comments regarding the burden estimate or any other aspect of this form should be directed to the Information Collection Clearance Officer, Bureau of Ocean Energy Management, 45600 Woodland Road, Sterling, VA 20166.

# U.S. DEPARTMENT OF THE INTERIOR

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Durchu	OT C	Count	LANCER	management

Bond No	SURU2210003790	Lease No.
Bond Type	Areawide	Amount \$ 3,000,000.00

# OUTED CONTINENTAL SHELF (OCS) MINERAL LESSEE'S OF OPERATOR'S BOND

OULE	R CONTINENTAL SHELF (OCS) WIINERAL LESSEES OR OF	-ERATOR S BOND	
	The Surety is the entity Guaranteeing Performance.		
Name of Surety: Ascot Surety & Casualty Company			
Mailing Address: _5	5 W. 46th Street		
•	New York, NY 10036		
	corporated in the State of: Colorado ; County or Parish of:	Denver	
Check here if Suret	y is certified by U.S. Treasury as an acceptable surety on Federal Bonds and listed in		
usi kesa i i	The Principal is the Lessee or Designated Operator for Whom the B	ond is issued.	
	Talos Energy Ventures, LLC		
Mailing Address:	333 Clay Street, Suite 3300		
<del></del>	Houston, TX 77002		
	ion or leases covered by this bond, is composed of: (Check one and add legation: Gulf of Mexico	al description)	
The following lea	se(s):		
	Check here if additional lease information is continued on attache	d sheet.	
Obligations: (Check No Obligations of All Obligations of liability of this All Obligations of All Obligations of All Obligations of State	other than the Obligations of the Principal during the period of liability of the of all previous Sureties or guarantors even if the Obligations are not Obligation bond. If all previous Sureties or guarantors even if the Obligations are not Obligation bond with the following exceptions or limitations (use an attached rider).  A Principal includes an entity holding an interest in the oil & gas lease in	is bond. ions of the Principal during the period ions of the Principal during the period one or more of the following ways: (1)	
For the purposes of this document:	as an approved record title owner of all or a portion of the lease, (2) as an a a portion of the lease, or (3) as a designated operator or designated agent in A Lessee includes an approved record title owner of all or a portion of the owner of all or a portion of the lease.  An Obligation includes any obligation arising from any regulations of the Instrument issued, maintained, or approved under the OCS Lands Act (43 to An Instrument includes individually or collectively any lease, operating agent, storage agreement, compensatory royalty agreement, transfer of operasement, whereunder the Principal has the right, privilege, or license to confide A Person includes an individual, a public or private entity, a State, a political individuals, corporations, States, or subdivisions of States, or a government agent.	all or a portion of the lease.  lease or an approved operating rights  Department of the Interior or any U.S.C. 1331 et seq.).  greement, designation of operator or rating rights, permit, license, or orduct operations on the OCS.  subdivision of a State, any association of	
By signing below,	the Principal verifies that the information above is correct and agrees to		
	se indicated on Schedule A, the Principal will fulfill all Obligations for		
	he Principal were the sole lessee for all leases in Schedule A or for all	leases for which the Principal has an	
	egion designated in Schedule A. the Surety verifies that the information above is correct and agrees to tl	ne following:	
1. The Surety doe Bureau of Oce	is hereby absolutely and unconditionally bind itself to the United States of A in Energy Management (BOEM), or such other official designated by the Seance of all present and future Obligations.	merica acting through and by the	
2. The Surety will be responsible for all Obligations of the Principal in existence at the time this document becomes effective and all Obligations that accrue after that date and until all Obligations are met or until the Regional Director terminates the period of			

- liability of this bond.
- 3. If the Regional Director terminates the period of liability of this bond, the Surety will remain responsible for Obligations that accrued during the period of liability until the Regional Director issues a written cancellation of the bond in favor of the Surety.
- 4. If this bond is cancelled, the Regional Director may reinstate this bond as if no cancellation had occurred if any payment of any obligations of the Principal(s) is rescinded or must be restored pursuant to any insolvency, bankruptcy, reorganization, or receivership, or should the representation of the Principal that it has paid its financial Obligations or performed the other

Obligations of the lease in accordance with BOEM specifications be materially false and BOEM relied upon such representation in canceling the instrument.

- 5. The Surety waives any right of notice of this bond taking effect and agrees that this bond will take effect upon delivery to BOEM.
- 6. The Surety's Obligations will remain in full force and effect, even if:
  - (a) Any person assigns all or part of any interest in an Instrument covered by this document.
  - (b) Any person modifies an Instrument or Obligation under an Instrument in any manner including modifications that result from a commitment to a unit, cooperative, communitization, or storage agreement; suspension of operations or production; suspension or changes in rental, minimum royalty, or royalties; modification of regulations or interpretations of regulations; creation or modification of compensatory royalty agreements or payments; or creation of any mortgage, pledge, or other grant of security interest in the Instruments.
  - (c) Any person, event, or condition terminates any Instrument covered by this bond, whether the termination is by operation of law or otherwise.
  - (d) BOEM takes or fails to take any action in enforcing, as against any party to the Instrument, the payment of rentals or royalties or the performance of any other covenant, condition or agreement of the lease, or giving notice of or making demand with respect to such nonperformance.
  - (e) The Surety suffers any loss by reason of any law limiting, qualifying, or discharging the Principal's Obligation.
- 7. The Surety agrees to be bound under this bond as to the interests in any Instrument retained by the Principal when BOEM approves the transfer of any or all of the Instruments or interests in the Instruments.
- 8, In the event of any default under a lease, the Surety must provide payment of all of the cost of the Obligations of the Principal upon demand by BOEM.
- 9. If BOEM 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 BOEM joins the lessees or any other party.
- 10. In the event there is more than one Surety for the Principal's performance of the Obligations, as to any Instrument, the Surety's Obligation and liability under this bond is on a "solidary" or "joint and several" basis along with other guarantors or sureties.11. The Surety agrees to give prompt notice to BOEM and the Principal of any action filed alleging the insolvency or bankruptcy of
- 11. The Surety agrees to give prompt notice to BOEM and the Principal of any action filed alleging the insolvency or bankruptcy of the Surety or the Principal, or alleging any violation that would result in suspension or revocation of the Surety's charter or license to do business.
- 12. The Surety's Obligation and liabilities under this Bond are binding upon the Surety's successors and assigns. Nothing in this document permits assignment of the Surety's Obligation without the written consent of BOEM.
- 13. The Surety hereby waives any defenses to liability on this bond based on an unauthorized Principal signature.

corporation executing this bond as Surety and the Principal, if a corporation, must affix their corporate seals.

Ascot Surety & Casualty Company	Talos Energy Ventures, LLC
Name of Surety	Name of Principal
Signature of Person Executing for Surety	Signature of Person Executing for Principal
Vickie Lacy, Attorney-In-Fact	Sergio L. Malworm, Jr., Chief Financial Officer and Sentor Vice President
Name and Title (typed or printed)	Name and Title (typed or printed)
55 W. 46th Street	333 Clay Street, Suite 3300
Business Address	Business Address
New York, NY 10036	Houston, TX 77002
Business Address	Business Address
Signed on this 27th day of February	, 20_24, in the State of, in the presence of:
1 agui	jan Ce
Signature of Witness	Signature of Witness
Namesia Anderson	Patricia Rodriguez
Name (typed or printed)	Name (typed or printed)
10100 Katy Freeway, Suite 400	333 Clay Street, Suite 3300
Address	Address
Houston, TX 77043	Houston, TX 77002
Address	Address
	st attach a corporate resolution and power of attorney stating his or her authority to of the corporate board of directors and the laws of the State of incorporation. The

BOEM-2028 (March 2023)
Previous Editions are Obsolete.



Ascot Surety & Casualty Company **Ascot Insurance Company** 55 W 46th Street, 26th Floor New York, NY 10036

# **Power of Attorney**

KNOW ALL MEN BY THE PRESENTS:

That Ascot Surety & Casualty Company and Ascot Insurance Company, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"). do hereby constitute and appoint:

Ashley Koletar, Heather Noles, Joseph R. Aufbert, Marc W. Boots, Marla D. Zuniga, Richard Covington, Ryan Varela, Vickie Lacy and Melanie Salinas

Houston, TX (city, state) and each its true and lawful Attornay(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as tis act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attornay(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made

under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:
RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the business line for the Corporation (each an Authorized Individuals'), are authorized to jointly appoint one or more attorneysin-fact to represent and act for and on behalf of the Corporation in tha transaction of the Corporation's surety business to execute (under the common seal of tha Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:
RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof; RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above

noted, shell be valid and binding upon the Corporation with the same force and effect as shough manually affixed. IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 22nd day of February 2024.

ASCOT SURETY & CASUALTY COMPANY ASCOT INSURANCE COMPANY

Matthew Kramer (Chief Executive Officer)

Me Kraner

STATE OF CONNECTICUT COUNTY OF FAIRFIELD

Jara Quigly Tara Quigley (Executive Vice President, Surety)

On this 22nd day of February 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

> **KSENIA E GUSEVA** Notary Public, State of Connecticut My Commission Expires June 30, 2024

Klenic E. Gusey Notary Public Ksenia E Guseva

My commission expires on June 30, 2024

t, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and ettestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this

day of <u>February</u> 2024. ASCOT SURETY & CASUALTY COMPANY ASCOT INSURANCE COMPANY

John Gill, Secretary



#### March 4, 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. SURU2210003790 Bond Amount: \$3,000,000.00

Areawide Bond - Gulf of Mexico Region Surety: Ascot Surety & Casualty Company

**Cancellation Request** 

Principal: Talos Energy Ventures, LLC

Bond No. SBP150014\_031 Bond Amount: \$3,000,000.00

Areawide Bond - Gulf of Mexico Region Surety: Pennsylvania Insurance Company

**Acceptance of Replacement Bond** 

Principal: Talos Resources LLC Bond No. SURU2210003791 Bond Amount: \$18,438,114.00 Supplemental Lease Bond Lease No. OCS-G 09771; MC 28

**Surety: Ascot Surety & Casualty Company** 

**Cancellation Request** 

Principal: Talos Resources LLC Bond No. SPA150014\_002 Bond Amount: \$18,438,114.00 Supplemental Lease Bond Lease No. OCS-G 09771; MC 28

Surety: SiriusPoint America Insurance Company

RECEIVED

March 4, 2024

Leasing & Financial Responsibility Section

#### **Acceptance of Replacement Bond**

Principal: Talos Resources LLC Bond No. SURU2210003792 Bond Amount: \$13,249,500.00 Supplemental Lease Bond Lease No. OCS-G 36236; MC 26

Surety: Ascot Surety & Casualty Company

#### **Cancellation Request**

Principal: Talos Resources LLC Bond No. SUR0073312

Bond Amount: \$13,249,500.00 Supplemental Lease Bond Lease No. OCS-G 36236; MC 26

**Surety: Argonaut Insurance Company** 

#### **Acceptance of Replacement Bond**

Principal: Talos Resources LLC Bond No. SURU2210000020 Bond Amount: \$344,248.00 Supplemental Lease Bond Lease No. OCS-G 9777; MC 10

Surety: Ascot Surety & Casualty Company

#### **Cancellation Request**

Principal: Talos Resources LLC

Bond No. 1136996

Bond Amount: \$344,248.00 Supplemental Lease Bond Lease No. OCS-G 9777; MC 10 Surety: Lexon Insurance Company

#### **Acceptance of Replacement Bond**

Principal: Talos Energy Ventures, LLC

Bond No. SURU2210003789 Bond Amount: \$300,000.00 Area ROW Bond; Gulf of Mexico

Surety: Ascot Surety & Casualty Company

#### **Cancellation Request**

Principal: Talos Energy Ventures, LLC

Bond No. SBP150014\_029 Bond Amount: \$300,000.00 Area ROW Bond; Gulf of Mexico

Surety: Pennsylvania Insurance Company

Dear Sir or Madam:

On behalf of Talos, please find enclosed five fully executed Ascot Surety & Casualty Company Replacement Bonds outlined above.

Upon acceptance of the five replacement bonds, we hereby request the release of the five current referenced above.

As this request is accepted and processed, please provide notification via email to the following parties:

Patricia Rodriguez, Talos Energy: <a href="mailto:Patricia.Rodriguez@talosenergy.com">Patricia.Rodriguez@talosenergy.com</a>
Ashley Koletar, McGriff Insurance Services, Inc.: <a href="mailto:akoletar@mcgriff.com">akoletar@mcgriff.com</a>

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

Ashley Koletar Attorney-In-Fact