



# 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 11043

December 13, 2022

Deepwater Abandonment Alternatives, Inc.  
3505 West Sam Houston Parkway North, Suite 400  
Houston, Texas 77043  
Attn: Kenneth Neikirk

Dear Mr. Neikirk:

Your letter dated November 28, 2022, submitting your replacement Supplemental Multi-Obligee Performance Bond No. EACX4006700, in the amount of \$47,493,935, was received by our office on the same day. This bond, conditioned to cover Lease OCS-G 11043, All of Block 244, Green Canyon Area, was executed on December 8, 2022, with Deepwater Abandonment Alternatives, Inc., (3521) 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 Marathon Oil Company, (0724), as Co-Obligees.

This bond replaces Decrease Bond Rider for Multi-Obligee Supplemental Performance Bond No. US00088044SU19A, in the amount of \$47,493,935. This bond, conditioned to cover Lease OCS-G 11043, All of Block 24, Green Canyon Area, was executed on January 13, 2020, with Deepwater Abandonment Alternatives, Inc. as principal, and XL Specialty Insurance Company and XL Reinsurance America Inc. as Sureties.

The replacement bond, Bond No. EACX4006700, conforms to the requirements of the leasing and operating regulations for submerged lands of the Outer Continental Shelf and is considered to be effective October 13, 2021. The period of liability of Outer Continental Shelf (OCS) Supplemental Bond No. US00088044SU19A is considered to have terminated and the bond is considered cancelled without residual liability on the same date.

If you need further assistance, please contact Georgina Acosta (504) 736-2763 or [boemgomrfinancialassurance@boem.gov](mailto:boemgomrfinancialassurance@boem.gov).

Sincerely,

**BRIDGETTE  
DUPLANTIS** Digitally signed by  
BRIDGETTE DUPLANTIS  
Date: 2022.12.13  
13:25:44 -06'00'

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

cc: Endurance Assurance Corporation  
12890 Lebanon Road  
Mt. Juliet, Tennessee 37122  
Attn: Sarah Heineman, SVP, Surety

Alliant Insurance Services  
1421 Hanz Dr.  
New Braunfels, TX 78130  
Attn: Stephen Smith

Marathon Oil Company  
5555 San Felipe Street  
Houston, Texas 77056  
Attn: Kimberly Warnica, General Counsel

Sent Via Email To: [sheineman@sompo-intl.com](mailto:sheineman@sompo-intl.com); [ryan.kinlin@alliant.com](mailto:ryan.kinlin@alliant.com); [dgresko@marathonoil.com](mailto:dgresko@marathonoil.com)

BOND NO. EACX4006700

OCS LEASE NO. OCS-G 11043

BOND TYPE: Supplemental

PENAL SUM: \$47,493,935.00

### MULTI-OBLIGEE SUPPLEMENTAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That on this 13<sup>th</sup> day of October, 2021 (the "*Effective Date*") , we, Deepwater Abandonment Alternatives, Inc., a Texas Corporation, with its principal office at (Address) 3505 West Sam Houston Parkway North, Suite 400, Houston, Texas 77043, assigned BOEM Company Qualification No. 3521 ("*Principal*"), and (Surety) Endurance Assurance Corporation with an office at 4 Manhattanville Road, Purchase, New York 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) (Seller Obligee) Marathon Oil Company, a Ohio corporation, with its principal office at (Address) PO Box 3128, Houston, Texas 77253, assigned BOEM Company Qualification No. 0724 ("*Seller Obligee*") (BOEM Obligee and Seller Obligee being sometimes collectively referred to herein as "*Co-Obligees*") for the penal sum of Forty-Seven Million Four Hundred Ninety-Three Thousand Nine Hundred Thirty Five Dollars (\$47,493,935.00) 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 operating rights owner of Federal Lease OCS-G 11043 ("*Lease*"), more fully described as follows:

All of Block 244, Green Canyon Area, as shown on OCS Official Protraction Diagram, NG 15-03 ; and

WHEREAS, Seller Obligee's operating rights interest in the Lease was restricted to depths from 16,000 feet true vertical depth subsea down to 24,000 feet true vertical depth subsea ("*ORI Interest*"); and

WHEREAS, pursuant to a transaction between Principal and Seller Obligee in which the ORI Interest 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. All lawful process may be served 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 made at Surety's address as specified in Paragraph 3.12 below, 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 in Paragraph 3.12 becomes no longer able to act on Surety's behalf, the Surety 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 Supplemental bond, identified as Bond No. **EACX4006700**;
  - 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 associated with the ORI Interest 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, solely as applicable to the ORI Interest, 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 ORI Interest transferred to Principal pursuant to the Assignment Transaction and that accrued before the Principal acquired the ORI Interest therein and remained unperformed on the date that BSEE (defined below) 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 operation rights under the Lease; or a Bureau of Safety and Environment 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 Obligee Regional Office with jurisdiction over the Lease;

- 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 with an interest in the ORI Interest, will fulfill the Decommissioning Obligations to the same extent as though the Principal were the sole operating rights owner, for the portion 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. If Principal is required to provide a replacement bond pursuant to 30 CFR 556.906, then the Principal shall ensure that both the BOEM Obligor and the Seller Obligor are named obligors under such replacement bond.
- 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-Obligor upon delivery to such Co-Obligor.
- 2.8 Unless explicitly terminated, cancelled, or modified by both BOEM Obligor and Seller Obligor 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 ORI Interest 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 ORI Interest;
  - c) Any person, event, or condition terminates any Instrument or the Lease interest covered by this Bond prior to the date on which this Bond terminates in accordance with its terms, 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 Paragraph 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 Paragraph 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 Obligee commits in writing to BOEM Obligee to timely undertake the requisite activities to address the Decommissioning Obligations upon which Principal has defaulted, BOEM Obligee will direct the Surety to pay to Seller Obligee the proceeds of the Bond (or portion thereof). Seller Obligee 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 Obligee calls the Bond, and within the BOEM Notice Period, Seller Obligee does not commit in writing to perform the Decommissioning Obligations, BOEM Obligee 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 Obligee



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 until such Decommissioning Obligations are satisfied.
- 2.15 If Seller Obligor receives Bond proceeds under any of the provisions of this Paragraph 2, the proceeds will be placed into an escrow or other appropriate account in a federally-insured bank or a federally-insured thrift institution mutually acceptable to the Co-Obligors. In order to give Seller Obligor appropriate access to Bond proceeds pursuant to this Paragraph 2.15, the agreement establishing the escrow or other appropriate account into which bond proceeds are deposited will provide for Seller Obligor to have the sole authority to 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 Obligor, after notifying Seller Obligor of Seller Obligor's failure to timely commence Decommissioning Obligations, to make withdrawals from the account consistent with this Paragraph 2.16. Seller Obligor tendering bond proceeds to BOEM Obligor under this Paragraph 2.16 shall not prevent Seller Obligor from calling the Bond up to the remaining penal sum of the Bond upon the occurrence of any subsequent default.
- 2.17 Regardless of which Co-Obligor 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.



Nothing in this Paragraph 2.17 shall result in Surety's obligation to pay Bond proceeds in an amount greater than the penal sum amount of this Bond.

- 2.18 Notwithstanding anything else to the contrary herein, any payment of Bond proceeds made by Surety to either Co-Obligee or as directed by either Co-Obligee reduces the Bond penal sum amount regardless of any judicial action that results in BOEM reinstatement of this Bond.

### **3. Miscellaneous**

- 3.1 Nothing in this Bond expands the obligations and liabilities of Seller Obligee associated with the ORI Interest 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, at its sole cost and expense, 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 or other form of financial assurance acceptable to each Co-Obligee, in its sole discretion, 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 Obligee, and the BOEM Obligee, 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:

Principal:

Deepwater Abandonment Alternatives, Inc.  
3505 West Sam Houston Parkway North, Suite 400  
Houston, Texas 77043  
Attention: Jason Shropshire, Director, Contracts and Risk  
Telephone: (281) 848-6556  
Email: jshropshire@helixesg.com

With a copy to:

Deepwater Abandonment Alternatives, Inc.  
3505 West Sam Houston Parkway North, Suite 400  
Houston, Texas 77043  
Attention: Kenneth E. Neikirk  
Phone: (281) 848-6562  
Email: kneikirk@helixesg.com

Seller Obligee:

Marathon Oil Company  
PO Box 3128  
Houston, Texas 77253  
Attention: David M. Gresko, Insurance Risk Manager  
Telephone: (713) 296-1979  
Email: dgresko@marathonoil.com

With a copy to:

Marathon Oil Company  
5555 San Felipe Street  
Houston, Texas 77056  
Attention: Kimberly Warnica, General Counsel  
Telephone: (713) 296-2608

BOEM Obligee:

Bureau of Ocean Energy Management  
1201 Elmwood Park Boulevard  
New Orleans, Louisiana 70161  
Attention: Michael Celata, Regional Director  
Telephone: 504-736-2448  
Email: john.filostrat@boem.gov

Surety:

Endurance Assurance Corporation  
4 Manhattanville Road  
Purchase, New York 10577  
Attention: Surety Department  
Telephone: 914-468-800  
Email: sheineman@sompo-intl.com

With a copy to:

Endurance Assurance Corporation  
12890 Lebanon Road  
Mt. Juliet, Tennessee 37122  
Attention: Sarah Heineman, SVP, Surety  
Telephone: 346-287-6467  
Email: sheineman@sompo-intl.com

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 the ORI Interest, 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 Texas. 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 Obligees and Seller Obligees.

- 3.15 Any decommissioning obligations associated with the Lease for which Seller Obligees have no liability shall be covered by separate and distinct financial assurance provided to BOEM Obligees 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.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the above bound parties have executed this instrument to be effective on the Effective Date, the name of each corporate party duly signed by its undersigned representative pursuant to authority of its governing body.

**PRINCIPAL: Deepwater Abandonment  
Alternatives, Inc.**

WITNESS:

*Jason Shropshire*  
Jason Shropshire

By: *Erik Staffeldt*

Name: Erik Staffeldt

Title: Vice President & Treasurer

**SURETY: Endurance Assurance Corporation**

WITNESS

*Ryan Kintan*  
Ryan Kintan

By: *Stephen Smith*

Name: Stephen Smith

Title: Attorney-in-Fact

**SELLER OBLIGEE: Marathon Oil Company**

WITNESS:

*David M. Gresko*  
DAVID M. GRESKO

By: *James C. Sandoval*

Name: James C. Sandoval

Title: Vice President

**BOEM OBLIGEE: United States Department of the  
Interior**

**By: Bureau of Ocean Energy Management**

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Multi-Obligee Supplemental Federal Lease OCS-G 11043]





**SOMPO INTERNATIONAL**

INSURANCE

# POWER OF ATTORNEY

12650

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Stephen Smith, Janis Winkler, Douglas X. Brewka, Ryan Kinlin** 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 sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, 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 sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 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 15<sup>th</sup> day of June, 2019.

**Endurance Assurance Corporation**

**Endurance American Insurance Company**

**Lexon Insurance Company**

**Bond Safeguard Insurance Company**

By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*  
Richard Appel; SVP & Senior Counsel



## ACKNOWLEDGEMENT

On this 15<sup>th</sup> day of June, 2019, 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*

Amy Taylor, Notary Public - My Commission Expires 5/9/23

## 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 sole shareholder of each Company by unanimous written consent effective June 15, 2019 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, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; 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 13<sup>th</sup> day of October, 20 21.

By: *Daniel S. Lurie*  
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](mailto:LexonClaimAdministration@sompo-intl.com)

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



## Policyholder Notice

### TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:  
You may call the company's telephone number for  
information or to make a complaint at:

**1-877-676-7575**

You may write the Company at:

**Endurance Assurance Corporation**  
**Attention: Surety**  
**1221 Avenue of the Americas, 18th Floor**  
**New York, NY 10020**

You may contact the Texas Department of  
Insurance to obtain information on companies,  
coverages, rights or complaints at:

**1-800-252-3439**

You may write the

Texas Department of Insurance  
PO Box 149104  
Austin, TX 78714-9104  
**FAX# (512) 490-1007**

**Web:** <http://www.tdi.texas.gov>

**E-mail:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a  
dispute concerning your premium or about a claim  
you should contact the company first. If the dispute  
is not resolved, you may contact the Texas  
Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice  
is for information only and does not become a part  
or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una  
queja:  
Usted puede llamar al numero de telefono de la  
compania para informacion o para someter una  
queja al:

**1-877-676-7575**

Usted tambien puede escribir a:

**Endurance Assurance Corporation**  
**Attention: Surety**  
**1221 Avenue of the Americas, 18th Floor**  
**New York, NY 10020**

Puede comunicarse con el Departamento de  
Seguros de Texas para obtener informacion acerca  
de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al

Departamento de Seguros de Texas  
PO Box 149104  
Austin, TX 78714-9104  
**FAX# (512) 475-1771**

**Web:** <http://www.tdi.texas.gov>

**E-mail:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene  
una disputa concerniente a su prima o a un  
reclamo, debe comunicarse con la compania  
primero. Si no se resuelve la disputa, puede  
entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo  
para proposito de informacion y no se convierte en  
parte o condicion del documento adjunto.