



# United States Department of the Interior

## BUREAU OF OCEAN ENERGY MANAGEMENT

Gulf of Mexico OCS Region  
1201 Elmwood Park Boulevard  
New Orleans, LA 70123-2394

In Reply Refer To: MS GM 266A  
OCS-G 21500

December 23, 2021

EnVen Energy Ventures, LLC  
609 Main Street, Suite 3200  
Houston, Texas 77002  
Attn: Mr. Nick B. Gibbens

Dear Mr. Gibbens:

This serves as a correction letter replacing our initial letter, dated November 19, 2021.

Your letter dated November 2, 2021, submitting your replacement Supplemental Multi-Obligee Performance Bond No. MIC0070621, in the amount of \$1,896,384, was received by our office on November 2, 2021. This bond, conditioned to cover Right-of-Way Grant OCS-G 21500, was executed on November 17, 2021, with EnVen Energy Ventures, LLC (03026) as principal and Argonaut Insurance Company and Markel Insurance Company, 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 Outer Continental Shelf (OCS) Supplemental Performance Bond No. 1043987, in the amount of \$1,896,384. This bond, conditioned to cover Right-of-Way Grant OCS-G 21500, was executed on March 6, 2017, with EnVen Energy Ventures LLC as principal, and Hanover Insurance Company, a New Hampshire Corporation as surety.

The replacement bond, Bond No. MIC0070621, conforms to the requirements of the leasing and operating regulations for submerged lands of the Outer Continental Shelf and is considered to be effective August 25, 2021. The period of liability of Outer Continental Shelf (OCS) Supplemental Bond No. 1043987 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,

**BERNADETTE THOMAS**  
Digitally signed by  
BERNADETTE THOMAS  
Date: 2021.12.23  
07:08:29 -06'00'

for Susan Vaughan, Section Chief  
Leasing and Financial Responsibility Section  
Leasing and Plans

cc: Argonaut Insurance Company and Markel Insurance Company  
225 W. Washington, 24<sup>th</sup> Floor  
Chicago, IL 60606  
Attn: Robert Lavitt, Vice President and Director of Surety Claims, Counsel

Shell Offshore Inc. (Seller Obligee)  
150 North Dairy Ashford Road  
Houston, Texas 77079  
Attn: Paige Todd

Sent Via Email To: [ngibbens@enven.com](mailto:ngibbens@enven.com); [tlauer@enven.com](mailto:tlauer@enven.com); [akoletar@mcgriff.com](mailto:akoletar@mcgriff.com);  
[Paige.Todd@shell.com](mailto:Paige.Todd@shell.com)



609 Main Street, Suite 3200  
Houston, Texas 77002  
Phone: (713) 335-7030

October 20, 2021 (Amended to November 2, 2021)

**RECEIVED**  
**November 2, 2021**  
**Leasing & Financial**  
**Responsibility Section**

Bureau of Ocean Energy Management  
Gulf of Mexico OCS Region  
1201 Elmwood Park Boulevard  
New Orleans, Louisiana 70123-2394  
Attn: Leasing & Financial Responsibility Section

Re: Multi-Obligee Performance Bond Replacements  
Green Canyon 158, OCS-G 7995  
ROW OCS-G 21499  
ROW OCS-G 21500

Dear Sir or Madam:

Please find enclosed the replacement bonds described below as resubmitted to BOEM per your email of October 5, 2021. With the exception of the Surety and contact information for the Seller Obligee within Section 3.12, the bond form is unchanged.

- Multi-Obligee Performance Bond No. MIC0070220 between EnVen Energy Ventures, LLC (GOM #3026), as Principal, Argonaut Insurance Company and Markel Insurance Company, as Surety, and Bureau of Ocean Energy Management and Shell Offshore, Inc. (GOM #689) as Co-Obligees in the amount of \$45,547,765.00 covering Federal Lease OCS-G 7995, Block 158, Green Canyon, which is filed as a replacement to Multi-Obligee Performance Bond No. 1043989 issued by Hanover Insurance Company.
- Multi-Obligee Performance Bond No. MIC0070622 between EnVen Energy Ventures, LLC, as Principal, Argonaut Insurance Company and Markel Insurance Company, as Surety, and Bureau of Ocean Energy Management and Shell Offshore, Inc. as Co-Obligees in the amount of \$1,896,384.00 covering Federal Pipeline Right-of-Way Grant OCS-G 21499, which is filed as a replacement to Multi-Obligee Performance Bond No. 1043988 issued by Hanover Insurance Company.
- Multi-Obligee Performance Bond No. MIC0070621 between EnVen Energy Ventures, LLC, as Principal, Argonaut Insurance Company and Markel Insurance Company, as Surety, and Bureau of Ocean Energy Management and Shell Offshore, Inc. as Co-Obligees in the amount of \$1,896,384.00 covering Federal Pipeline Right-of-Way Grant OCS-G 21500, which is filed as a replacement to Multi-Obligee Performance Bond No. 1043987 issued by Hanover Insurance Company.

Upon your review and approval, please execute each of the above named replacement bonds, and provide a copy of the fully executed bonds and confirmation of cancellation of the original bonds via email to Nick Gibbens at [ngibbens@enven.com](mailto:ngibbens@enven.com), Tanya Lauer at [tlauer@enven.com](mailto:tlauer@enven.com), and Ashley Koletar at [akoletar@mcgriff.com](mailto:akoletar@mcgriff.com).

If you have any questions or require additional information, please contact Tanya Lauer at 713-335-7030 or by email at [tlauer@enven.com](mailto:tlauer@enven.com).

Sincerely,  
EnVen Energy Ventures, LLC

A handwritten signature in blue ink that reads "Tanya Lauer". The signature is fluid and cursive, with the first name "Tanya" and last name "Lauer" clearly distinguishable.

Tanya Lauer  
Land Manager

Encl.

BOND NO. MIC0070621

Effective Date: August 25, 2021

OCS ROW NO. OCS-G 21500

BOND TYPE: Supplemental

PENAL SUM \$1,896,384.00

**MULTI-OBLIGEE PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, EnVen Energy Ventures, LLC, a Louisiana limited liability company, with its principal office at 609 Main Street, Suite 3200, Houston, Texas 77002, assigned BOEM Company Qualification Number 03026 ("*Principal*"), and Argonaut Insurance Company, an Illinois Corporation, with an office at 225 W. Washington, 24<sup>th</sup> Floor, Chicago, Illinois 60606 and Markel Insurance Company, an Illinois Corporation, with an office at 4521 Highwoods Parkway, Glen Allen, Virginia 23060 ("*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 21500 ("*Lease*"), more fully described as follows:

Segment No. 12457: a 200-foot wide and approximately 25.42 miles (134,236 feet) long corridor associated with the 18-20-inch Pipeline Segment No. 12457. The purpose of the pipeline ROW OCS-G21500 is to maintain and operate PSN 12457 and to transport oil from Platform A-Brutus (TLP) in Block 158, through Blocks 114, 113, 69, and 25, all in Green Canyon Area, and through Blocks 995, 951, and 907, all in Ewing Bank Area, and through Blocks 317, and 314 to the 20-inch X 14-inch Genesis Wye-Sled on PSN 10631 in Block 301, all in South Timbalier 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. MIC0070621;
  - 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 Oblige 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 Oblige and (ii) Seller Oblige 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 Oblige and Seller Oblige 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 Obligor will provide Seller Obligor with thirty (30) calendar days' advance written notice ("*BOEM Notice Period*") of BOEM Obligor'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 Obligee immediate access to the remaining Bond proceeds pursuant to this Paragraph 2.16, the Seller Obligee will provide, in the agreement establishing the escrow or other appropriate account into which Seller Obligee 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:

EnVen Energy Ventures, LLC (Principal)  
609 Main Street, Suite 3200  
Houston, Texas 77002  
Attention: Nick Gibbens  
Telephone: 713-335-7027

Argonaut Insurance Company and Markel Insurance Company (Surety)  
225 W. Washington, 24<sup>th</sup> Floor  
Chicago, IL 60606  
Attention: Robert Lavitt, Vice President and Director of Surety Claims, Counsel  
Telephone: 413-773-6359

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 Oblige  
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 Oblige acknowledges that Seller Oblige and Principal are parties to the Assignment Transaction, whereby Principal acquired interests in the Lease, and BOEM Oblige 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 Oblige and Principal acknowledge that BOEM Oblige 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 Oblige and Seller Oblige.
- 3.15 Any Decommissioning Obligations associated with the Lease and for which Seller Oblige has no liability shall be covered by separate and distinct financial assurance provided to BOEM Oblige 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 August 25, 2021, and further agree that all parties, including the Principal, Surety, Seller Oblige and BOEM Oblige, 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: EnVen Energy Ventures, LLC**

WITNESSES:

Courtney Sampson  
Tracie Callaway

By:

Nick B. Gibbens

Name:

Nick B. Gibbens

Title:

SVP – Land & Business Development

October 12, 2021

**SURETY: Argonaut Insurance Company**

WITNESSES:

Myrissa  
Kirkie Sany

By:

Maria D. Zuniga

Name:

Maria D. Zuniga

Title:

Attorney-in-Fact

October 6, 2021

**SURETY: Markel Insurance Company**

WITNESSES:

Myrissa  
Kirkie Sany

By:

Maria D. Zuniga

Name:

Maria D. Zuniga

Title:

Attorney-in-Fact

October 6, 2021

**SELLER OBLIGEE: Shell Offshore Inc.**

WITNESSES:

Paige Todd  
[Signature]

By:

Paige Todd

Name:

Paige Todd

Title:

Attorney-In-Fact

October 19, 2021

BOEM OBLIGEE: United States Department of the Interior  
By: Bureau of Ocean Energy Management

WITNESSES:

Bud H 11/17/2021  
Jon A 11/17/2021

By:

Michael A. Celata 11/17/2021

Name:

Michael A. Celata

Title:

Regional Director, Gulf of Mexico Region



**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Marc W. Boots, Richard Covington, Vickie Lacy, Maria D. Zuniga, Joseph R. Aulbert, Ashley Koletar, Ryan Varela

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$95,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.

Argonaut Insurance Company



by: \_\_\_\_\_

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. Meeks*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 6th day of October, 2021



James Bluzard, Vice President-Surety

## JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Marc W. Boots, Vickie Lacy, Richard Covington, Maria D. Zuniga, Joseph R. Aulbert, Ashley Koletar, Ryan Varela

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 1st day of January, 2021.

SureTec Insurance Company

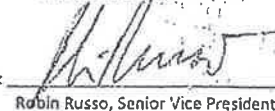
By:

  
Michael C. Keimig, President



Markel Insurance Company

By:

  
Robin Russo, Senior Vice President


Commonwealth of Virginia  
County of Henrico SS:

On this 1st day of January, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By:

  
Donna Donavant, Notary Public  
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 6th day of October, 2021.

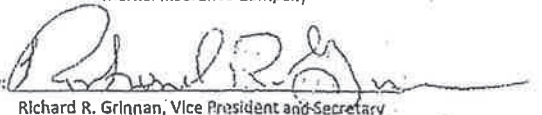
SureTec Insurance Company

By:

  
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

  
Richard R. Grinnan, Vice President and Secretary