

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 08475

October 8, 2024

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

Dear Ms. Koletar:

Your letter dated October 3, 2024, submitting replacement Supplemental Multi-Obligee Performance Bond No. SU 1192188, in the amount of \$17,361,300, was received by our office on October 3, 2024. This bond, conditioned to cover Lease OCS-G 08475, all of Block 957, Viosca Knoll Area, was executed on October 8, 2024, with Talos Resources, LLC (03065) as principal and Arch 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), Exxon Mobil Corporation (00276) and Anadarko US Offshore LLC (02219), as Co-Obligees.

This bond replaces Outer Continental Shelf (OCS) Supplemental Multi-Obligee Performance Bond No. NAT0079591, in the amount of \$17,361,300. This bond, conditioned to cover Lease OCS-G 08475, all of Block 957, Viosca Knoll Area, was executed on July 3, 2023, with Talos Resources, LLC as principal, and Nationwide Mutual Insurance Company, as surety.

The replacement bond, Bond No. SU 1192188, 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 12, 2024. The period of liability of Outer Continental Shelf (OCS) Multi-Obligee Supplemental Bond No NAT0079591 is considered to have terminated and the bond is considered cancelled without residual liability on the same date.

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

Sincerely,

BRIDGETTE Digitally signed by BRIDGETTE DUPLANTIS DUPLANTIS Date: 2024.10.08 11:14:26 -05:00'

Bridgette Duplantis, Section Chief Leasing and Financial Responsibility Section Leasing and Plans cc: Talos Resources LLC (Principal) 333 Clay Street, Suite 3300 Houston, Texas 77002 Attn: Sergio L. Maiworm, Jr. Vice President of Finance, Investor Relations and Treasurer

> Shell Offshore Inc. (Co-Obligee) P.O. Box 61933 New Orleans, Louisiana 70161 Attn: Legacy Rights and Obligations

Exxon Mobil Corporation (Co-Obligee) 22777 Springwoods Village Parkway Spring, Texas 77389 Attn: Asset Management Manager

Anadarko US Offshore LLC (Co-Obligee) 1201 Lake Robbins Drive The Woodlands, Texas 77380 Attn: Risk Manager

Arch Insurance Company Harborside 3, 210 Hudson Street, Ste. 300 Jersey City, New Jersey 07311 Attn: Surety Claims Department

Nationwide Mutual Insurance Company (Surety) One West Nationwide Blvd., 1-04-701 Columbus, OH 43215-2220 Attn: Surety Claims Department

Sent Via Email To: <u>Natalye.james@talosenergy.com</u>; <u>akoletar@mcgriff.com</u>



RECEIVED October 3, 2024 Leasing & Financial Responsibility Section

October 3, 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: Request for Acceptance of bond X and Cancellation of bond X

Dear Sir or Madam:

On behalf Talos Resources LLC, please find enclosed an executed "like for like" Bond outlined below.

Principal	Surety	Bond No.	Bond Amount	Bond Type
Talos Resources LLC	Arch Insurance Company	SU 1192188	\$17,361,300.00	Multi-Obligee Supplemental Bond - Lease G 8475; VK 957

As this request is accepted and processed, please provide cancellation of the Multi-Obligee Nationwide Mutual Insurance Company bond NAT0079591.

Please provide acceptance letter, fully executed copy of bond SU1192188 and release of bond NAT0079591 via email to the following parties:

Natalye James, Talos Energy: <u>Natalye.james@talosenergy.com</u> Ashley Koletar, McGriff (Broker): <u>akoletar@mcgriff.com</u>

Thank you for your consideration in this regard. Should you have any questions, please contact the undersigned at (713) 906-3013 or at the above-stated email address.

Sincerely,

Ashley Koletar

Ashley Koletar Attorney-In-Fact

RECEIVED October 3, 2024 Leasing & Financial Responsibility Section

BOND NO. <u>SU 1192188</u>

OCS LEASE NO. OCS-G 8475

BOND TYPE: <u>Supplemental</u>

PENAL SUM <u>\$17,361,300.00</u>

MULTI-OBLIGEE SUPPLEMENTAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Talos Resources LLC, a Delaware limited liability company, with its principal office at 333 Clay Street, Suite 3300, Houston, Texas 77002, assigned BOEM Company Qualification Number 03065 ("Principal"), and Arch Insurance Company, a Missouri Corporation, with an office at Harborside 3, 210 Hudson Street, Suite 300, Jersey City, New Jersey 07311 ("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 701 Poydras Street, New Orleans, Louisiana 70161, assigned BOEM Company Qualification No. 00689, Exxon Mobil Corporation, with a mailing address of 22777 Springwoods Village Parkway, Spring, Texas 77389, assigned BOEM Company Qualification No. 00276, and Anadarko US Offshore LLC, with a mailing address of 1201 Lake Robbins Drive, The Woodlands, Texas 77380, assigned BOEM Company Qualification No. 02219 ("Seller Obligee") (BOEM Obligee and Seller Obligee being sometimes collectively referred to herein as "Co-Obligees"), for the penal sum of Seventeen Million Three Hundred Sixty-One Thousand Three Hundred and 00/100 Dollars (\$17,361,300.00) 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 lease OCS-G 8475 (*"Lease"*), more fully described as follows:

All of Block 957, Viosca Knoll, as shown on OCS Official Protraction Diagram, NH 16-07.

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-infact, 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 supplemental bond, identified as Bond No. <u>SU 1192188</u>;
- **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 interests, (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 Obligee 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 Obligee and (ii) Seller Obligee 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 Obligee and Seller Obligee which specifically secures the Decommissioning Obligations.
- 2.5 If the Regional Director terminates the period of liability of this Bond in accordance with 30 CFR 556.906, the Surety will remain responsible to the Co-Obligees for Decommissioning Obligations that accrued during the period of liability until the Regional Director issues a written cancellation of the Bond in favor of the Surety.
- 2.6 If this Bond is cancelled, the Regional Director may reinstate this Bond as if no cancellation had occurred if any payment for performance of any Decommissioning Obligation of the Principal is rescinded or must be restored or repaid pursuant to any insolvency, bankruptcy, reorganization, or receivership, or should the representation of the Principal that it has performed the Decommissioning Obligations in accordance with BOEM specifications be materially false and BOEM relied upon such representation in canceling the Bond.
- 2.7 The Surety waives any right of notice of this Bond taking effect and agrees that this Bond will take effect as to each Co-Obligee upon delivery to such Co-Obligee.

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

Talos Resources LLC (Principal) 333 Clay Street, Suite 3300 Houston, TX 77002 Attention: Sergio L. Maiworm, Jr. Telephone: 713-328-3008

Arch Insurance Company (Surety) Harborside 3, 210 Hudson Street, Suite 300 Jersey City, NJ 07311-1107 Attention: Kim McNaughton Telephone: 215-606-1585

Shell Offshore Inc. (Co-Obligee) 150 N Dairy Ashford Road Houston, TX 77079 Attention: Legacy Rights and Obligations Telephone: 832-762-2284

Exxon Mobil Corporation (Co-Obligee) 22777 Springwoods Village Parkway Spring, TX 77389 Attention: Asset Management Manager Telephone: 832-624-7182

Anadarko US Offshore LLC (Co-Obligee) 1201 Lake Robbins Drive The Woodlands, TX 77380 Attention: Risk Manager Telephone: 832-636-3902

Bureau of Ocean Energy Management (BOEM Obligee) 1201 Elmwood Park Boulevard New Orleans, Louisiana 70161 Attention: Leasing & Financial Responsibility Section Telephone: 504-736-2448 A party to this Bond may change its address for notices by written notice to the other parties.

- **3.13** BOEM Obligee acknowledges that Seller Obligee and Principal are parties to the Assignment Transaction, whereby Principal acquired interests in the Lease, and BOEM Obligee agrees that it has no rights, duties, or obligations pursuant to the Assignment Transaction, and it is not a third-party beneficiary under the agreements relevant to the Assignment Transaction. Seller Obligee and Principal acknowledge that BOEM Obligee may enforce its regulations concerning the obligations of assigners 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 Obligee and Seller Obligee.
- **3.15** Any decommissioning obligations associated with the Lease and for which Seller Obligee has no liability shall be covered by separate and distinct financial assurance provided to BOEM Obligee by Principal or another party.
- **3.16** This Bond may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. Any .pdf (portable document format) or other electronic transmission hereof or signatures hereon shall, for all purposes, be deemed originals.

IN WITNESS WHEREOF, the above bound parties have executed this instrument to be effective on the <u>12th</u> Day of <u>August</u>, <u>2024</u> the name of each corporate party duly signed by its undersigned representative pursuant to authority of its governing body.

[Signature Pages Follow]

PRINCIP	AL: Talos Resources LLC
By:	Iblainsur.
Name:	Sergio L. Maiworm, Jr.
Title:	Chief Financial Officer and Senior Vice President
Date:	August 13, 2024
SURETY:	Arch Insurance Company

By:	Melanie Salinos
Name:	Melanie Salinas
Title:	Attorney-In-Fact
Date:	August 12, 2024

CO-OBLIGEE: Shell Offshore Inc.

By:	
Name:	
Title:	
Date:	

CO-OBLIGEE: Exxon Mobil Corporation

By:	
Name:	
Title:	
Date:	

CO-OBLIGEE: Anadarko US Offshore LLC

By:	
NAME OF	
E E	
Date:	

CO-OBLIGEE: Bureau of Ocean Energy Management

By:	
Name:	
Title:	
Date:	

By:	
Name:	Sergio L. Maiworm, Jr.
Title:	Chief Financial Officer and Senior Vice President
Date:	
SURETY	(: Arch Insurance Company
By:	Melanii Salinas
Name:	Melanie Salinas
Title:	Attorney-In-Fact
Date:	August 12, 2024
CO-OBL	LIGEE: Shell Offshore Inc.
By:	
Name:	
Title:	
Date:	
CO-OBI	JGEE: Exxon Mobil Corporation
By:	
Name:	
Title:	
Date:	
CO-OBL	IGEE: Anadarko US Offshore LLC
By:	
Name:	
Title:	
Date:	
CO-OBI	JGEE: Bureau of Ocean Energy Management
By:	
Name:	
Title:	
Date:	

By:	
Name:	Sergio L. Maiworm, Jr.
Title:	Chief Financial Officer and Senior Vice President
Date:	
SURETY	Y: Arch Insurance Company
By:	Milanie Salinas
Name:	Melanie Salinas
Title:	Attorney-In-Fact
Date:	August 12, 2024
CO-OBI	LIGEE: Shell Offshore Inc.
By:	Pliplos
Name:	Philip D. Ladrer
Title:	Attorney - In- Fact
Date:	August 23, 2024
CO-OBI	JGEE: Exxon Mobil Corporation
By:	
Name:	
Title:	
Date:	
CO-OBI	JGEE: Anadarko US Offshore LLC
By:	
Name:	
Title:	
Date:	
CO-OBI	JGEE: Bureau of Ocean Energy Management
By:	
By: Name:	

By:		
Name:	Sergio L. Maiworm, Jr.	
Title:	Chief Financial Officer and Senior Vice President	
Date:		
SURETY	: Arch Insurance Company	
By:	Melanii Salinas	
Name:	Melanic Salinas	
Title:	Attorney-In-Fact	
Date:	August 12, 2024	
CO-OBL	GEE: Shell Offshore Inc.	
By:		
Name:	-	
Title:		
Date:	-	
CO-OBL	IGEE: Exxon Mobil Corporation	THEOR R
By:	Som W. Milm.	EXXO
Name:	Lauren W. McConn	ECORD
Title:	Attorney-In-Fact	E
Date:	September 30, 2024	Ern 88
CO-OBL	IGEE: Anadarko US Offshore LLC	WILLIAM JER
By:		
Name:		
Title:		
Date:		
CO-OBL	IGEE: Bureau of Ocean Energy Management	
By:		
Name:		
Title:		
Date:		



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By:	
Name:	Sergio L. Maiworm, Jr.
Title:	Chief Financial Officer and Senior Vice President
Date:	
SURETY:	Arch Insurance Company
Ву:	Melanie Salinos
Name:	Melanie Salinas
Title:	Attorney-In-Fact
Date:	August 12, 2024
CO-OBLIG	EE: Shell Offshore Inc.
By:	
Name:	
Title:	
Date:	
CO-OBLIG	EE: Exxon Mobil Corporation
By:	
Name:	
Title:	
Date:	
CO-OBLIG	EEE: Anadarko US Offshore LLC
By:	J-K.L
Name:	Jaime R. Casas
Title:	Vice President and Treasurer
Date:	October 3, 2024
CO-OBLIG	EE: Bureau of Ocean Energy Management

JAMES	Digitally signed by JAMES
KENDALL	Date: 2024.10.08 08:58:30 -05'00'

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Ashley Koletar, Heather Noles, Joseph R. Aulbert, Marc W. Boots, Maria D. Zuniga, Melanie Salinas, Richard Covington, Ryan Varela and Vickie Lacy of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED. That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 15th day Insurance of November, 2023.

CORPORATE

SEAL 1971

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Attested and Certified

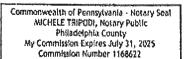
Ren A. SM

Regan'X. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shuhman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Missouri



Le Tripodi, Notary Public Miel

My commission expires 07/31/2025

Stephen C. Ruschak, Executive Vice President

Arch Insurance Company

CERTIFICATION

I. Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 15, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12th day of August 20 24

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.