

## **United States Department of the Interior**

BUREAU OF OCEAN ENERGY MANAGEMENT New Orleans Office 1201 Elmwood Park Boulevard New Orleans, LA 70123-2394

In Reply Refer To: Bond No. SURU2210003814

October 21, 2024

Talos Energy Offshore LLC c/o McGriff 10100 Katy Freeway, Suite 400 Houston, TX 77043 Attn: Ashley Koletar

Dear Ms. Koletar:

Your letter dated October 15, 2024, submitting replacement Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond No. SURU2210003814, in the amount of \$300,000, was received by our office on that same date. This bond, conditioned to cover the principal's pipeline operations in the Gulf of Mexico, was executed on October 7, 2024, with Talos Energy Offshore LLC as principal and Ascot Surety & Casualty Company as surety.

This bond replaces Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond No. PB01626000036, in the amount of \$300,000. This bond, conditioned to cover principal's pipeline operations in the Gulf of Mexico, was executed on June 28, 2016, with Talos Energy Offshore LLC as principal, and Philadelphia Indemnity Insurance Company as surety.

The replacement bond, Bond No. SURU2210003814, 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 7, 2024, the date it was executed. The period of liability of Bond No. PB01626000036 is considered to have terminated and the bond is considered cancelled without residual liability on the same date.

Should you need further assistance, please contact Kathleen Lee at (504) 736-5774 or <u>boemgomrfinancialassurance@boem.gov</u>.

Sincerely,

BRIDGETTE Digitally signed by BRIDGETTE DUPLANTIS DUPLANTIS Date: 2024.10.21 09:58:03 -05'00'

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

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



October 15, 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 Replacement \$300K Areawide ROW Bond & Request for Cancellation of \$300K Areawide ROW

To Whom It May Concern:

Talos Energy Offshore LLC hereby requests BOEM to accept the following described Areawide ROW "Replacement Bond" effective as of the date reflected in the Bond and provides cancellation of the following Areawide ROW "Current Bond" effective as of the date reflected in the Replacement Bond.

Principal	Current	Current Bond	Replacement	Replacement	Bond	
	Surety	No.	Surety	Bond No.	Amount	
Talos Energy Offshore LLC	Philadelphia Indemnity Insurance Company	PB01626000036	Ascot Surety & Casualty Company	SURU2210003814	\$300,000	

As this request is accepted and processed, please email the acceptance and release letter associated with the referenced bonds to my attention at the email addresses below.

Ashley Koletar, McGriff Insurance Services, Surety Broker: <u>akoletar@mcgriff.com</u> Natalye James, Talos Energy, Risk Management: <u>Natalye.James@talosenergy.com</u>

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

Sincerely,

Ashley Koletar Attorney-In-Fact October 15, 2024

Leasing & Financial Responsibility Section

### PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004-0950

#### **Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint <u>Joseph R. Aulbert, Marc W. Boots, Ashley Koletar, Vickie Lacy,</u> <u>Richard Covington, Ryan Varela, Melanic Salinas, and/or Maria D. Zuniga of McGriff Insurance Services, LLC,</u> its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed <u>S50,000,000</u>.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

#### FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile 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 TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

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John Glomb, President & CEO Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

	Notary Public:	
wealth of Pennsylvania - Notary Seal Iesse Mckenzie, Notary Public Montgomery County mission expires November 3, 2024 ommission number 1366394		Vanesser Y
, Parinsylvaria Association of Notaries	residing at:	Bala Cynwyd, PA
	My commission expires:	November 3, 2024

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I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whercof I have subscribed my name and affixed the facsimile seal of each Company this \_\_\_\_\_\_ day of \_October \_\_\_\_\_\_ 2024



Edward Sayago, Corporate Secretary PHILADELPHIA INDEMNITY INSURANCE COMPANY

OMB Control No.: 1010-0006 Expiration Date: 3/31/2026

## Cover Page OUTER CONTINENTAL SHELF PIPELINE RIGHT-OF-WAY GRANT BOND

## Form BOEM-2030

This form dated March 2023 supersedes all previous versions of form BOEM-2030

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

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

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

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

## RECEIVED

## October 15, 2024

Leasing & Financial Responsibility Section

**Paperwork Reduction Act of 1995 (PRA) Statement:** The PRA (44 U.S.C. 3501 *et seq.*) requires us to inform you that BOEM collects this information to hold the surety liable for the obligations and liability of the Principal (lessee or operator). Responses are mandatory. No proprietary information is collected. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this form is estimated to average 3 hours per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Comments regarding the burden estimate or any other aspect of this form should be directed to the Information Collection Clearance Officer, Bureau of Ocean Energy Management, 45600 Woodland Road, Sterling, VA 20166.

## U.S. Department of the Interior Bureau of Ocean Energy Management

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OUTER CONTINENTAL SHELF (OCS) PIPELINE RIGHT-OF-WAY GRANT BOND	
RU2210003814	

OMB Control No.: 1010-0006

Expiration Date: 3/31/2026

Bond No.: SURU				
Bond Type: 🗷 Ar	rea Additional Security (Check One) Area/ROW #: Amount: \$ 300,000.00			
The Surety is the Company Guaranteeing Performance.				
Name of Surety:	Ascot Surety & Casualty Company			
Mailing Address:	55 W. 46th Street			
	New York, NY 10036			
If a Corporation, Ir	acorporated in the State of: Colorado ; County or Parish of: Denver			
Check here if Sur	ety is certified by U.S. Treasury as an acceptable surety on Federal Bonds and listed in the current U.S. Treasury Circular No. 570.			
	ipal is the Pipeline Right-of-way (ROW) Grant Holder for Whom the Bond or additional security* is Issued.			
Name of Principal:	Talos Energy Offshore LLC			
Mailing Address:	333 Clay Street, Suite 3300			
	Houston, TX 77002			
	CS area and pipeline ROW grant covered by this bond or additional security*, is comprised of (check one or both):			
The following	OCS area[(see 30 CFR 550.1011(b)]: Gulf of Mexico			
The following	pipeline ROW grant [see 30 CFR 550.1011(a)(2)]:			
	Check here if additional information is continued on attached sheet.			
the following Oblig No Obligations All Obligations liability of this All Obligations	Obligations of the Principal during the period of liability of this bond or additional security*, the Surety also accepts gations (check one): other than the Obligations of the Principal during the period of liability of this bond or additional security*. of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period of bond or additional security*. of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period of all or additional security* with the following exceptions or limitations (use an attached sheet if needed):			
<b>Definitions</b> For the purposes	An Obligation includes any obligation arising from any regulations of the Department of the Interior or any Instrument issued, maintained, or approved under the OCS Lands Act, 43 USC 1331 <u>et seq.</u> An Instrument includes any pipeline ROW grant, whereunder the Principal has the right, privilege, or license to			
of this document:	conduct pipeline operations on the OCS. A <b>Person</b> includes an individual, a public or private corporation, a State, a political subdivision of a State, any association of individuals, corporations, States, or subdivisions of States, or a government agency.			
The Principal as ag the same extent as area designated in				
<ol> <li>The Suret Bureau of purpose, f</li> <li>The Suret Schedule</li> </ol>	the Surety verifies that the information above is correct and agrees to the following: y does hereby absolutely and unconditionally bind itself to the United States of America acting through and by the Ocean Energy Management (BOEM), or such other official designated by the Secretary of the Interior for this or the performance of all present and future Obligations. y agrees to meet all existing and future Obligations of the Principal on the pipeline ROW grant(s) described in A or acquired within that area after the effective date of this document at a cost not to exceed \$_\$ 300,000.00 s sum has been increased or decreased by a rider to this bond or additional security*executed in the same manner as			
this bond 3. The Suret all Obliga	or additional security*. y will be responsible for all Obligations of the Principal in existence at the time this document becomes effective and tions that accrue after that date and until all Obligations are met or until the Regional Director terminates the period of this bond or additional security*.			

## OUTER CONTINENTAL SHELF (OCS) PIPELINE RIGHT-OF-WAY GRANT BOND (Continued)

- 4. If the Regional Director terminates the period of liability of this bond or additional security\*, the Surety will remain responsible for Obligations that accrued during the period of liability until the Regional Director issues a written cancellation of the bond or additional security\* in favor of the Surety.
- 5. If this bond or additional security\* is cancelled, the Regional Director may reinstate this bond or additional security\* as if no cancellation had occurred if any payment of any obligations of the Principal(s) is rescinded or must be restored pursuant to any insolvency, bankruptcy, reorganization, or receivership, or should the representation of the Principal that it has paid its financial Obligations or performed the other Obligations of the pipeline ROW grant(s) in accordance with BOEM specifications be materially false and the BOEM relied upon such representation in canceling the instrument.
- 6. The Surety waives any right of notice of this bond or other security\*taking effect and agrees that this bond or additional security\* will take effect upon delivery to BOEM.
- 7. The Surety's Obligations will remain in full force and effect, even if:
- (a) Any person assigns the Instrument covered by this document.
- (b) Any person modifies an Instrument or Obligation under an Instrument in any manner including modifications that result from a modification of regulations or interpretations of regulations; or creation of any mortgage, pledge, or other grant of security interest in the Instruments.
- (c) Any person, event, or condition terminates any Instrument covered by this bond or additional security\*, whether the termination is by operation of law or otherwise.
- (d) The BOEM takes or fails to take any action in enforcing, as against any party to the Instrument, the performance of any other covenant, condition or agreement of the pipeline ROW grant, or giving notice of or making demand with respect to such nonperformance.
- (e) The Surety suffers any loss by reason of any law limiting, qualifying, or discharging the Principal's Obligation.
- 8. The Surety agrees to be bound under this bond or additional security\* as to the interests in any Instrument retained by the Principal when the BOEM approves the transfer of any or all of the Instruments.
- 9. In the event of any default under a pipeline ROW grant, the Surety must perform the Obligations of the Principal upon demand by the BOEM.
- 10. If the BOEM decides to commence suit to enforce its rights, it may commence and prosecute any claim, suit, action, or other proceeding against the Principal and Surety, or either of them, whether or not the BOEM joins the pipeline ROW grant holder or any other party.
- 11. In the event there is more than one Surety for the Principal's performance of the Obligations, as to any Instrument, the Surety's Obligation and liability under this bond or additional security\* is on a "solidary" or "joint and several" basis along with other guarantors or sureties.
- 12. The Surety agrees to give prompt notice to the BOEM and the Principal of any action filed alleging the insolvency or bankruptcy of the Surety or the Principal, or alleging any violation that would result in suspension or revocation of the Surety's charter or license to do business.
- 13. The Surety's Obligation and liabilities under this Bond or additional security\* are binding upon the Surety's successors and assigns. Nothing in this document permits assignment of the Surety's Obligation without the written consent of the BOEM.
- 14. The Surety hereby waives any defenses to liability on this bond or additional security\* based on an unauthorized Principal signature.

## \* Must be approved by the Regional Director

## **OUTER CONTINENTAL SHELF (OCS) PIPELINE RIGHT-OF-WAY GRANT BOND (Continued)**

Ascot Surety & Casualty Company	SCASU A	Talos Energy Offshore LLC
Name of Surety	SEAL)	Name of Principal
Melanie Salines	A St. St. ORISO St.	forainoung -
Signature of Person Executing for Surety		Signature of Person Executing for Principal
Melanie Salinas, Attorney-In-Fact		Sergio L. Maiworm, Jr., Chief Financial
	-	Officer and Senior Vice President
Name and title typed or printed		Name and title typed or printed
55 W. 46th Street	_	333 Clay Street, Suite 3300
Business Address		Business Address
New York, NY 10036		Houston, TX 77002
Business Address	-	Business Address
Signed on this day of	, 20 <mark>_24</mark> , in	the State of, in the presence of:
Signature of Witness	_	Signature of Witness
		Signature of Williess -
Maria D. Zuniga, Witness		Amy L. Taylor, Witness
Name typed or printed	_	Name typed or printed
10100 Katy Freeway, Suite 400		333 Clay Street, Suite 3300
Address	_	Address
Houston, TX 77043		Houston, TX 77002
Address		Address

Note: The party signing for the Surety must attach a corporate resolution and power of attorney stating his or her authority to undertake this Obligation, pursuant to the acts of the corporate board of directors and the laws of the state of incorporation. The corporation executing this bond as Surety and the pipeline right-of-way grant holder, if a corporation, must affix their corporate seals.

**Paperwork Reduction Act of 1995 (PRA) Statement:** The PRA (44 U.S.C. 3501 *et seq.*) requires us to inform you that BOEM collects this information to hold the surety liable for the obligations and liability of the Principal (pipeline right-of-way holder). Responses are required to obtain or retain a benefit. Proprietary data are covered under 30 CFR 550.197. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this form is estimated to average 3 hours per response (in the Alaska and Pacific Regions, this could take longer), including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Comments regarding the burden estimate or any other aspect of this form should be directed to the Information Collection Clearance Officer, Bureau of Ocean Energy Management, 45600 Woodland Road, Sterling, VA 20166.



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

## **Power of Attorney**

### KNOW ALL MEN BY THE PRESENTS:

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

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

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

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

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect: RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof; RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 1st day of July 2024.



Matthew Conrad Kramer (Chief Executive Officer)

STATE OF CONNECTICUT ) COUNTY OF FAIRFIELD ) \$5.

On this 1st day of July 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA	
NOTARY PUBLIC	
STATE OF CONNECTICUT	
My Commission Expires June 30, 202	9

Kenic E. Gusuf Notary Public Ksenia E Guseva

My commission expires on June 30, 2029

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

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

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

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this _	7th	day of	October	, 20 24.
ASCOT	SURETY & C	ASUALTY C	OMPANY	A CASE
ASCOL	INSURANCE	COMPANY		States & CASU



Jóhn Gill, Secretary

All Claims Notices should be sent to Ascot Surety & Casualty Company 55 W 46th St, 26th Floor, New York NY 10036: Attention Surety Claims surety claims@ascotgroup.com

202 COLORACO ASCOT SURETY & CASUALTY COMPANY ASCOT INSURANCE COMPANY

Jora North (Executive Vice President, Surety)