



# 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 15565

April 30, 2024

Talos Energy Ventures, 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 April 18, 2024, submitting replacement Supplemental Multi-Obligee Performance Bond No. SPA150014\_013, in the amount of \$36,057,639.58, was received by our office on April 18, 2024. This bond, conditioned to cover Lease OCS-G 15565, all of Block 248, Green Canyon, was executed on April 29, 2024, with Talos Energy Ventures, LLC (03026) as principal and SiriusPoint America 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 Multi-Obligee Performance Bond No. SUR0038647, in the amount of \$36,057,639.58. This bond, conditioned to cover Lease OCS-G 15565, all of Block 248, Green Canyon, was executed on February 13, 2017, with EnVen Ventures, L.L.C. as principal, and Argonaut Insurance Company, as surety, as well as the Rider attached to and forming part of the bond whereby EnVen Energy Ventures L.L.C. changed their name to Talos Energy Ventures, LLC, dated effective February 13, 2023.

The replacement bond, Bond No. SPA150014\_013, conforms to the requirements of the leasing and operating regulations for submerged lands of the Outer Continental Shelf and is considered effective as of April 3, 2024. The period of liability of Outer Continental Shelf (OCS) Multi-Obligee Supplemental Bond No. SUR0038647 is considered terminated, and the bond is considered cancelled without residual liability on the same date.

Should you need further assistance, please contact Brad Fremen at (504) 736-2617 or [boemgomrfinancialassurance@boem.gov](mailto:boemgomrfinancialassurance@boem.gov).

Sincerely,

BRIDGETTE  
DUPLANTIS

Digitally signed by  
BRIDGETTE DUPLANTIS  
Date: 2024.04.30  
14:59:01 -05'00'

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

cc: Talos Energy Ventures, LLC (Principal)  
333 Clay Street, Suite 3300  
Houston, Texas 77002  
Attn: Sergio L. Maiworm, Jr.  
Chief Financial Officer and Senior Vice President

Shell Offshore Inc. (Co-Obligee)  
150 N. Dairy Ashford Road  
Houston, Texas 77079  
Attn: Legacy Rights and Obligations

SiriusPoint America Insurance Company (Surety)  
1 World Trade Center  
285 Fulton Street, 47<sup>th</sup> Floor, Suite 47J  
New York, New York 10007  
Attn: Melanie Salinas, Attorney-in-Fact

Sent Via Email To: [patricia.rodriguez@TalosEnergy.com](mailto:patricia.rodriguez@TalosEnergy.com); [akoletar@mcgriff.com](mailto:akoletar@mcgriff.com);  
[Philip.Ladner@shell.com](mailto:Philip.Ladner@shell.com);



RECEIVED  
April 18, 2024  
Leasing & Financial Responsibility  
Section

April 18, 2024

*via email transmission ([boemGOMRfinancialassurance@boem.gov](mailto:boemGOMRfinancialassurance@boem.gov))*

Bureau of Ocean Energy Management  
Attn: Leasing & Financial Responsibility Section  
1201 Elmwood Park Blvd., Mail Stop GM 266A  
New Orleans, Louisiana 70123-2394

**Re: Acceptance of Replacement Bond**  
**Principal: Talos Energy Ventures, LLC**  
**Bond No. SPA150014\_013**  
**Bond Amount: \$36,057,639.58**  
**Supplemental Multi-Obligee Decommissioning Bond**  
**Lease No. OCS-G 15565; GC 248**

**Cancellation Request**  
**Principal: Talos Energy Ventures, LLC**  
**Bond No. SUR0038647**  
**Bond Amount: \$36,057,639.58**  
**Supplemental Multi-Obligee Decommissioning Bond**  
**Lease No. OCS-G 15565; GC 248**

Dear Sir or Madam:

On behalf of Talos Energy Ventures, LLC, please find enclosed the fully executed Multi Obligee Decommissioning SiriusPoint America Insurance Company Bond No. SPA150014\_013 replacing Argonaut Insurance Company Bond No. **SUR0038647**.

Upon acceptance of bond SPA150014\_013, we hereby request the release of the referenced Argonaut bond **SUR0038647**. Please issue a letter addressed to Argonaut on your letterhead referencing the subject bond and stating, "The Surety is hereby fully and unconditionally released from any and all liability under this bond".

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

Patricia Rodriguez, Talos Energy Inc.: [Patricia.Rodriguez@TalosEnergy.com](mailto:Patricia.Rodriguez@TalosEnergy.com)  
Ashley Koletar, McGriff Insurance Services, Inc.: [akoletar@mcgriff.com](mailto:akoletar@mcgriff.com)

Thank you for your consideration, and if you have any questions, please feel free to contact Ashley Koletar at (713) 906-3013 or by the above stated email address.

Sincerely,

*Ashley Koletar*

Ashley Koletar

Attorney-In-Fact



**POWER OF ATTORNEY  
SIRIUSPOINT AMERICA INSURANCE COMPANY  
NEW YORK**

**KNOW ALL MEN BY THESE PRESENTS:** That SiriusPoint America Insurance Company, a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted by the Board of Directors of the Company, to wit:

**RESOLVED,** that the President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety.

Does hereby nominate, constitute and appoint:

Ashley Koletar, Heather Noles, Joseph R. Aulbert, Marc W. Boots, Maria D. Zuniga, Richard Covington, Ryan Varela, Vickie Lacy, Dylan Young, Stephanie Moore Harold, Melanie Salinas

Its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed; any and all bonds, contracts, agreements of indemnity, and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee bonds) and to bind the Company thereby as fully and to the same extent as if same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The executive officers listed above in the Resolution may from time to time and at any time remove any such appointee and revoke the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

**IN WITNESS WHEREOF,** SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Secretary this 17th day of August in the year 2023.

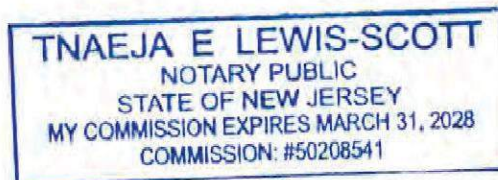
SiriusPoint America Insurance Company

By: Melissa J. Ralph  
Melissa J. Ralph  
Secretary

State of New Jersey }  
County of Monmouth } ss.

On this 17<sup>th</sup> day of August 2023, before me, a Notary Public of the State of New Jersey in and for the County of Monmouth duly commissioned and qualified, came Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and, being by me duly sworn, depose and saith, that she is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument as the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the 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.



State of New Jersey  
County of Monmouth

TNAEJA E LEWIS-SCOTT  
Notary Public  
My Commission expires  
March 31, 2028

I, Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true correct copy of Power of Attorney, is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the seal of said Company this 3<sup>rd</sup> day of April, 2024



Melissa J. Ralph  
Melissa J. Ralph  
Secretary

BOND NO. SPA150014\_013

OCS LEASE NO. OCS-G 15565

BOND TYPE: Supplemental

PENAL SUM \$36,057,639.58

**MULTI-OBLIGEE SUPPLEMENTAL BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Talos Energy Ventures, LLC, a Delaware limited liability company, with its principal office at 333 Clay Street, Suite 3300, Houston, Texas 77002, assigned BOEM Company Qualification Number 03026 ("**Principal**"), and SiriusPoint America Insurance Company, with an office at 1 World Trade Ctr, 285 Fulton St, 47<sup>th</sup> Fl Ste 47J, New York, NY 10007 ("**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 Thirty-Six Million Fifty-Seven Thousand Six Hundred Thirty-Nine and 58/100 Dollars (\$36,057,639.58) 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 15565 ("**Lease**"), more fully described as follows:

All of Block 248, Green Canyon, OCS Official Protraction Diagram, NG 15-3.

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 supplemental bond, identified as Bond No. SPA150014\_013
  - 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; and
  - 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 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 Obligees pledges to use funds from this escrow or other appropriate account only for satisfying the Decommissioning Obligations then requiring performance.

- 2.16** If Seller Obligees 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 Obligees shall immediately tender to BOEM Obligees 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 Obligees immediate access to the remaining Bond proceeds pursuant to this Paragraph 2.16, the Seller Obligees will provide, in the agreement establishing the escrow or other appropriate account into which Seller Obligees deposits the Bond proceeds, terms that authorize BOEM Obligees, after notifying Seller Obligees of Seller Obligees'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 Obligees 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 Obligees 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 Energy Ventures, LLC (Principal)  
333 Clay Street, Suite 3300  
Houston, TX 77002  
Attention: Patricia Rodriguez, Risk Manager  
Telephone: 713-380-4951

Applied Underwriters - SiriusPoint  
10805 Old Mill Road  
Omaha, NE 68154  
Attention: Jeffrey A. Silver  
Telephone: 402 393-1985



Bureau of Ocean Energy Management (BOEM Obligee)  
1201 Elmwood Park Boulevard  
New Orleans, Louisiana 70161  
Attention: Leasing & Financial Responsibility Section  
Telephone: 504-736-2448

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

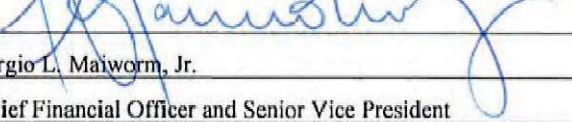
A party to this Bond may change its address for notices by written notice to the other parties.

- 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 assignors and assignees.
- 3.14** This Bond will be subject to, and interpreted in accordance with, federal law and, in the absence of federal law, the law of the State of Texas. All disputes arising out of or in connection with this Bond shall be resolved exclusively in the federal courts in Texas and the parties hereto consent to the jurisdiction and venue of such courts. Without limiting the foregoing, all regulations governing surety bonds included within 30 CFR 556.900, *et seq.* are incorporated herein by reference for the benefit of both BOEM 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 **3rd** Day of **April, 2024** the name of each corporate party duly signed by its undersigned representative pursuant to authority of its governing body.

***[Signature Pages Follow]***

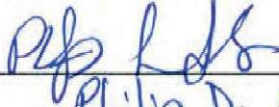
**PRINCIPAL: Talos Energy Ventures, LLC**

By:   
Name: Sergio L. Maiworm, Jr.  
Title: Chief Financial Officer and Senior Vice President  
Date: April 4, 2024

**SURETY: SiriusPoint America Insurance Company**


By:   
Name: Melanie Salinas  
Title: Attorney-In-Fact  
Date: April 4, 2024

**SELLER OBLIGEE: Shell Offshore Inc.**

By:   
Name: Philip D. Lochner  
Title: Attorney-In-Fact  
Date: April 17, 2024

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

**By: Bureau of Ocean Energy Management**

By:  JAMES  
KENDALL  
Name: James Kendall  
Title: Regional Director, Gulf of Mexico Region  
Date: \_\_\_\_\_

Digitally signed by JAMES  
KENDALL  
Date: 2024.04.29  
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