



United States Department of the Interior

BUREAU OF OCEAN ENERGY MANAGEMENT

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

In Reply Refer To: MS GM 266A
OCS-G 11043

FEB 14 2019

Deepwater Abandonment Alternatives, Inc.
c/o Looper Goodwine P.C.
650 Poydras Street, Suite 2400
New Orleans, LA 70130
Attn: Ms. Samantha Marrone

Dear Ms. Marrone:

Your letter dated February 12, 2019, submitting your Multi-Obligee Supplemental Bond No. US00088044SU19A, in the amount of \$90,205,920 was received by our office on February 12, 2019. This bond conditioned to cover Lease OCS-G 11043, all of Block 244, Green Canyon Area, with Deepwater Abandonment Alternatives, Inc. as Principal, and XL Specialty Insurance Company and XL Reinsurance America Inc. as Sureties. The Principal and Sureties are held and firmly bound unto the Bureau of Ocean Energy Management and Marathon Oil Company as Co-Obligees.

The bond conforms to the requirements of the leasing and operating regulations for the submerged lands of the Outer Continental Shelf. It is effective as of February 12, 2019.

If you need further assistance, please contact Kathleen Lee at (504) 736-5774 or boemgomrfinancialassurance@boem.gov.

Sincerely,

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

October 4, 2022

BY: Electronic Submission

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

Re: **Principal:** Deepwater Abandonment Alternatives, Inc
Request for replacement and termination of period of liability and cancellation of
OCS Supplemental Dual Obligatee Lease Bond No. US00088044SU19A
Property: OCS G-11043

Dear Ms. Acosta,

Deepwater Abandonment Alternatives, Inc., (Company No. 3521) previously submitted BOEM OCS Supplemental Dual Obligatee Lease Bond No. US00088044SU19A dated February 5, 2019 issued by XL Specialty Insurance Company and XL Reinsurance America Inc., in the amount of \$90,205,920.00 later reduced to \$47,493,935.00 via Rider executed January 13, 2020. A copy of the bond and rider are attached to this letter for your convenience.

Please be advised that on October 13, 2021, Bond No. EACX4406700 with Deepwater Abandonment Alternatives, Inc., as principal, and Endurance Assurance Corporation, as surety, with an effective date of October 13, 2021 was issued to replace Bond No. US00088044SU19A. We respectfully request that BOEM terminate the period of liability and cancel Bond No. US00088044SU19A. Please forward your email to the following:

Principal: Deepwater Abandonment Alternatives, Inc. 3505 West Sam Houston Parkway North, Suite 400 Houston, Texas 77043 Attention: Kenneth E. Neikirk Phone: (281) 848-6562 Email: kneikirk@helixesg.com	Agent/Broker: Alliant Insurance Services 1421 Hanz Dr. New Braunfels, TX 78130 Attention: Stephen Smith Phone: 830-730-5364 Email: Ryan.Kinlin@Alliant.com
New Surety: Endurance Assurance Corporation 12890 Lebanon Road Mt. Juliet, Tennessee 37122 Attention: Sarah Heineman, SVP, Surety Telephone: 346-287-6467 Email: sheineman@sompo-intl.com	Old Surety: XL Specialty Insurance Company and XL Reinsurance America Inc 14643 Dallas Parkway, Suite 770 Dallas, TX 75254 Attention: Matt Cook Email: matthew.cook@axaxl.com

Should you have any questions concerning this matter, please contact Stephen Smith or Ryan Kinlin at Stephen.Smith@Alliant.com and Ryan.Kinlin@Alliant.com respectively.

October 4, 2022

We trust you will find the enclosed to be in complete order. However, should you have any questions or concerns, please do not hesitate to contact the undersigned directly or anyone else within the Alliant-New Braunfels Surety group.

Kindest regards,



Ryan Kinlin
Account Executive
Surety Services
Energy & Marine
Alliant Insurance Services, Inc.

T: 830.730.5364

C: 830.515.0786

Alliant.com



The More Rewarding Way to Manage Risk

BOND NO. US00088044SU19A

OCS LEASE NO. OCS-G 11043

BOND TYPE: Supplemental

PENAL SUM: \$90,205,920.00

MULTI-OBLIGEE SUPPLEMENTAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That on this 5th day of February, 2019 (the "**Effective Date**"), we, Deepwater Abandonment Alternatives, Inc., a Texas corporation, with its principal office at 3505 West Sam Houston Parkway North, Suite 400, Houston, Texas 77043, assigned BOEM Company Qualification No. 3521 ("**Principal**"), and XL Specialty Insurance Company and XL Reinsurance America Inc., with an office at 70 Seaview Avenue, Stamford CT 06902 ("**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) Marathon Oil Company, an Ohio corporation, with its principal office at 5555 San Felipe Street, Houston, Texas 77056, assigned BOEM Company Qualification No. 0724 ("**Seller Obligee**") (BOEM Obligee and Seller Obligee being sometimes collectively referred to herein as "**Co-Obligees**") for the penal sum of ninety million, two hundred and five thousand, nine hundred and twenty dollars (**\$90,205,920.00**) lawful money of the United States of America for the payment of which penal sum the Principal and the Surety bind themselves, their successors and assigns, jointly, severally, and in solido, firmly by these presents, pursuant to the terms hereof.

WHEREAS, Seller Obligee is a former operating rights owner of Federal lease OCS-G 11043 ("**Lease**"), more fully described as follows:

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

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

WHEREAS, pursuant to a transaction between Principal and Seller Obligee in which the ORI Interest has been transferred from Seller Obligee to Principal ("**Assignment Transaction**"), Principal is required to provide security for the Decommissioning Obligations (as defined below) to Seller Obligee; and

WHEREAS, pursuant to applicable laws, rules, regulations, and policies of BOEM Obligee, Principal is required to provide financial assurance for the Decommissioning Obligations (as defined below) to BOEM Obligee; and

WHEREAS, the Surety warrants that it is duly authorized by the proper public authorities to transact the business of indemnity and suretyship in the state where it executed this Bond, that it is qualified to be a surety and guarantor on bonds and undertakings, that it is named in the current

Circular 570, published by the Audit Staff Bureau of Accounts, U.S. Department of the Treasury ("**Circular 570**"), and that its certificate of suretyship has not been revoked; and

WHEREAS, the Surety warrants that it has duly executed a power of attorney, appointing the hereinafter named representative as the true and lawful attorney-in-fact of such Surety. All lawful process may be served in any action or proceeding against such Surety in any court or before any officer, arising out of or founded upon this Bond or any liability hereunder, and does hereby agree and consent that such service, when made at Surety's address as specified in Paragraph 3.12 below, will be valid service upon it, and that such appointment will continue in force and effect and be irrevocable so long as any liability against it remains outstanding hereunder; but if the named representative in Paragraph 3.12 becomes no longer able to act on Surety's behalf, the Surety will promptly so inform each of the Co-Obligees.

NOW THEREFORE, the Principal, the Surety, and the Co-Obligees agree to the following:

1. **Definitions.** As used in this Bond, the following terms have the following meanings:
 - 1.1 ***Bond*** means this multi-Obligee supplemental bond, identified as Bond No. **US00088044SU19A**;
 - 1.2 ***Instrument*** includes, individually or collectively, any lease, operating agreement, designation of operator or agent, storage agreement, transfer of operating rights, permit, license, grant, or easement, pursuant to which the Principal has the right, privilege, or license to conduct operations associated with the ORI Interest to which this Bond applies;
 - 1.3 ***Decommissioning Obligation(s)*** means any decommissioning obligation(s) or requirement(s) imposed on both the Principal and the Seller Obligee by, or arising from (i) the Lease interests, solely as applicable to the ORI Interest, (ii) any regulations of the Department of the Interior, solely as applicable to the ORI Interest, or (iii) any Instrument issued, maintained, or approved under the Outer Continental Shelf ("**OCS**") Lands Act (43 U.S.C. §§ 1331 et seq.) related to the ORI Interest transferred to Principal pursuant to the Assignment Transaction and that accrued before the Principal acquired the ORI Interest therein and remained unperformed on the date that 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 with an interest in the ORI Interest, will fulfill the Decommissioning Obligations to the same extent as though the Principal were the sole operating rights owner, for the 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. If Principal is required to provide a replacement bond pursuant to 30 CFR 556.906, then the Principal shall ensure that both the BOEM Obligee and the Seller Obligee are named obligees under such replacement bond.
- 2.6 If this Bond is cancelled, the Regional Director may reinstate this Bond as if no cancellation had occurred if any payment for performance of any Decommissioning Obligation of the Principal is rescinded or must be restored or repaid pursuant to any insolvency, bankruptcy, reorganization, or receivership, or should the representation of the Principal that it has performed the Decommissioning Obligations in accordance with BOEM specifications be materially false and BOEM relied upon such representation in canceling the Bond.
- 2.7 The Surety waives any right of notice of this Bond taking effect and agrees that this Bond will take effect as to each Co-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 ORI Interest covered by this Bond;
 - b) Any person modifies an Instrument in any manner, including modifications that result from (i) a commitment to a unit, cooperative, or communitization, or storage agreement; (ii) suspension of operations or production; (iii) suspension or changes in rental, minimum royalty, or the payment of royalties; (iv) modification of regulations or interpretations of regulations; (v) creation or modification of compensatory royalty agreements or payments; or (vi) creation of any mortgage, pledge, or other grant of security interest in an Instrument or the ORI Interest;
 - c) Any person, event, or condition terminates any Instrument or the Lease interest covered by this Bond prior to the date on which this Bond terminates in accordance with its terms, whether the termination is by operation of law or otherwise; or
 - d) Either Co-Obligee takes or fails to take any enforcement action against, or fails to give notice to, or make demand of, any party to any Instrument, concerning the payment or non-payment of rentals or royalties or the performance or non-performance of any other covenant, term, or condition of the Lease, or any contract entered into with respect to the Assignment Transaction.
- 2.9 BOEM Obligee will contemporaneously send a copy to Seller Obligee of any notice of Default sent to Principal or Surety.
- 2.10 After a Default, and upon demand by either of the Co-Obligees, the Surety will provide to such Co-Obligee making demand, pursuant to the procedures set forth in this Paragraph 2, payments up to the penal sum of the Bond to satisfy the Decommissioning Obligations.
- 2.11 Upon Default by the Principal, BOEM Obligee has the right to call the Bond, or a portion of the Bond, by demand upon the Surety without any requirement that BOEM Obligee confer with, or obtain the agreement of, Seller Obligee, subject to the procedures, rights and obligations set forth in this Paragraph 2.
- 2.12 Prior to calling the Bond pursuant to Paragraph 2.11, BOEM Obligee will provide Seller Obligee with thirty (30) calendar days' advance written notice ("**BOEM Notice Period**") of BOEM Obligee's intention to call the Bond (or portion thereof) and stating the scope of the Decommissioning Obligations upon which Principal has defaulted. If, within the BOEM Notice Period, Seller Obligee commits in writing to BOEM Obligee to timely undertake the requisite activities to address the Decommissioning Obligations upon which Principal has defaulted, BOEM Obligee will direct the Surety to pay to Seller Obligee the proceeds of the Bond (or portion thereof). Seller Obligee will utilize the proceeds of the Bond exclusively to diligently and continuously prosecute the performance of the requisite operations and activities until such time as the Decommissioning Obligations then requiring performance are satisfied.
- 2.13 If BOEM Obligee calls the Bond, and within the BOEM Notice Period, Seller Obligee does not commit in writing to perform the Decommissioning Obligations, BOEM Obligee has the right to receive performance of the Decommissioning Obligations by, or the payment

of the Bond proceeds from, the Surety, with no further obligation to inform the Seller Obligor or any other party and BOEM Obligor will place the proceeds of the Bond into an appropriate account and dedicate the proceeds to the performance of activities to address the Decommissioning Obligations then requiring performance.

- 2.14** Upon Default, Seller Obligor may call the Bond by demand upon the Surety if (a) Seller Obligor provides BOEM Obligor with thirty (30) calendar days' advance written notice ("***Seller Notice Period***") of its intention to call the Bond (or portion thereof), and (b) agrees in writing to use the proceeds of the Bond exclusively to diligently and continuously prosecute the performance of the requisite operations and activities until such time as the Decommissioning Obligations then requiring performance are satisfied. Seller Obligor hereby acknowledges that this Bond and the procedures relating to utilization of Bond proceeds do not reduce or otherwise modify its regulatory liabilities associated with the Decommissioning Obligations until such Decommissioning Obligations are satisfied.
- 2.15** If Seller Obligor receives Bond proceeds under any of the provisions of this Paragraph 2, the proceeds will be placed into an escrow or other appropriate account in a federally-insured bank or a federally-insured thrift institution mutually acceptable to the Co-Obligors. In order to give Seller Obligor appropriate access to Bond proceeds pursuant to this Paragraph 2.15, the agreement establishing the escrow or other appropriate account into which bond proceeds are deposited will provide for Seller Obligor to have the sole authority to make a withdrawal or series of withdrawals upon submitting to BSEE applicable permits for the contemplated decommissioning operations made the subject of the Default. Seller Obligor pledges to use funds from this escrow or other appropriate account only for satisfying the Decommissioning Obligations then requiring performance.
- 2.16** If Seller Obligor receives bond proceeds under Paragraph 2.12 or withdraws Bond proceeds under Paragraph 2.15, but fails to commence performance of the Decommissioning Obligations, as specified in the regulations at 30 C.F.R., Part 250, subpart Q, within ninety (90) calendar days of receiving/withdrawing the Bond proceeds, or as otherwise mutually agreed in writing, Seller Obligor shall immediately tender to BOEM Obligor the proceeds of the Bond to arrange for performance of the requisite activities to address the Decommissioning Obligations then requiring performance. In order to give BOEM Obligor immediate access to the remaining Bond proceeds pursuant to this Paragraph 2.16, the Seller Obligor will provide, in the agreement establishing the escrow or other appropriate account into which Seller Obligor deposits the Bond proceeds, terms that authorize BOEM Obligor, after notifying Seller Obligor of Seller Obligor's failure to timely commence Decommissioning Obligations, to make withdrawals from the account consistent with this Paragraph 2.16. Seller Obligor tendering bond proceeds to BOEM Obligor under this Paragraph 2.16 shall not prevent Seller Obligor from calling the Bond up to the remaining penal sum of the Bond upon the occurrence of any subsequent default.
- 2.17** Regardless of which Co-Obligor calls the Bond, and notwithstanding anything else to the contrary herein, any and all proceeds attributable to forfeiture, or call, of the Bond must be applied solely and exclusively to extinguish the Decommissioning Obligations, regardless of insolvency, bankruptcy, or default of the Principal, or an assignment by the Principal of all or part of its interests in the Lease, and all operations and activities necessary to be

performed to extinguish such Decommissioning Obligations must be timely performed in accordance with the regulations of the Department of the Interior. Nothing in this Paragraph 2.17 shall result in Surety's obligation to pay Bond proceeds in an amount greater than the penal sum amount of this Bond.

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

3. Miscellaneous

- 3.1** Nothing in this Bond expands the obligations and liabilities of Seller Obligee associated with the ORI Interest pursuant to contract or law, and all such obligations and liabilities will be limited to the obligations and liabilities that accrued while Seller Obligee was a Lessee, as that term is used herein.
- 3.2** If either Co-Obligee decides to commence suit to enforce its rights, it may commence and prosecute any claim, suit, action, or other proceeding against the Principal and Surety, or either of them, whether or not the other Co-Obligee joins such proceeding.
- 3.3** In the event there is more than one surety, or there are other types of financial assurance securing the Principal's performance of the Decommissioning Obligations, the Surety's obligation and liability under this Bond is on a "solidary" or "joint and several" basis along with such other surety(ies) and along with any other providers of such financial assurance.
- 3.4** The Surety agrees that, within five (5) calendar days after learning that it has been 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, at its sole cost and expense, substitute a bond identical in all material respects to this Bond from another Qualified Surety (as defined above).
- 3.6** The Principal agrees that, within five (5) calendar days of learning of any action filed alleging the insolvency or bankruptcy of the Principal, or alleging any violation that would result in suspension or revocation of the Principal's charter, or license to do business, it will notify the Co-Obligees and the Surety.
- 3.7** The Surety's obligation and liabilities under this Bond are binding upon the Surety's successors and assigns, if any. Nothing in this Bond permits assignment of the Surety's obligation without the written consent of each of the Co-Obligees.

- 3.8 The Surety hereby waives any defenses to liability on this Bond based on an unauthorized Principal signature.
- 3.9 No forbearance by either of the Co-Obligees will release the Principal and the Surety from any liability under this Bond to any Co-Obligee.
- 3.10 The penal sum of the Bond will be reduced by and to the extent of any payments made by Surety hereunder, or its successors and assigns, if any; however the Bond will remain in full force and effect for the remaining balance of the Bond until all the Decommissioning Obligations are satisfied, or until a replacement bond from a Qualified Surety or other form of financial assurance acceptable to each Co-Obligee, in its sole discretion, is provided.
- 3.11 No right or action will accrue on this Bond to or for the use of any Person other than the Principal, Surety, the Seller Obligee, and the BOEM Obligee, and their respective heirs, executors, debtor(s) in possession, administrators, assigns, or successors, pursuant to the terms of this Bond and applicable law.
- 3.12 A notice or communication under or in connection with this Bond shall be in writing and shall be deemed to have been duly given or made when (a) delivered by hand by a recognized courier delivery service, on the date shown on the receipt, or (b) in the case of delivery by United States certified mail with return receipt requested and postage prepaid, on the date of delivery. The addresses for all notices are as follows:

Principal:

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

With a copy to:

Deepwater Abandonment Alternatives, Inc.
3505 West Sam Houston Parkway North, Suite 400
Houston, Texas 77043
Attention: Alisa Johnson, General Counsel
Telephone: (281) 618-0538

Seller Obligee:

Marathon Oil Company
5555 San Felipe Street
Houston, Texas 77056
Attention: Jim Sandoval, Assistant Treasurer
Telephone: (713) 296-4623

With a copy to:

Marathon Oil Company
5555 San Felipe Street
Houston, Texas 77056
Attention: G. Adam Dempsey, Senior Counsel – Acquisitions &
Dispositions
Telephone: (713) 296-2608

BOEM Obligee:

Bureau of Ocean Energy Management
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70161
Attention: Regional Director
Telephone: (504) 736-0557

Surety:

XL Specialty Insurance Company and XL Reinsurance America Inc.
70 Seaview Avenue
Stamford, CT 06902
Attention: Surety Department
Telephone: (203) 964-5200

With a copy to:

XL Specialty Insurance Company and XL Reinsurance America Inc.
505 Eagleview Blvd., Suite 100
Exton, PA 19341-0636
Attention: Surety Department
Telephone: (610) 968-9099

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

- 3.13** BOEM Obligee acknowledges that Seller Obligee and Principal are parties to the Assignment Transaction, whereby Principal acquired the ORI Interest, and BOEM Obligee agrees that it has no rights, duties or obligations pursuant to the Assignment Transaction, and it is not a third-party beneficiary under the agreements relevant to the Assignment Transaction. Seller Obligee and Principal acknowledge that BOEM Obligee may enforce its regulations concerning the obligations of assignors and assignees.
- 3.14** This Bond will be subject to, and interpreted in accordance with, federal law and, in the absence of federal law, the law of the State of Texas. All disputes arising out of or in connection with this Bond shall be resolved exclusively in the federal courts in Texas and the parties hereto consent to the jurisdiction and venue of such courts. Without limiting

the foregoing, all regulations governing surety bonds included within 30 CFR 556.900, *et seq.* are incorporated herein by reference for the benefit of both BOEM Obligee and Seller Obligee.

- 3.15** Any decommissioning obligations associated with the Lease 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.

[Signature Pages Follow]

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

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

WITNESSES:

By:

Name: Erik Staffeldt

Title: Vice President & Treasurer

SURETY: XL Specialty Insurance Company

WITNESSES:

Michael J. Hill
Richard L. Hill

By:

Name: Ryan Varela

Title: Attorney-In-Fact

SURETY: XL Reinsurance America Inc.

WITNESSES:

Michael J. Hill
Richard L. Hill

By:

Name: Ryan Varela

Title: Attorney-In-Fact

SELLER OBLIGEE: Marathon Oil Company

WITNESSES:

By:

Name: Lee M. Tillman

Title: President and Chief Executive Officer

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

By: Bureau of Ocean Energy Management

WITNESSES:

By:

Name:

Title:

[Signature Page to Multi-Obligee Supplemental Bond for Lease OCS-G11043]



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL1527134

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance company with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:
Maria D. Zuniga, Marc W. Boots, Joseph R. Aulbert, Vickie Lacy, Ashley Koletar, Ryan Varela, Richard Covington

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$99,999,999.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company; any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this January 19th, 2018.



XL SPECIALTY INSURANCE COMPANY

By:

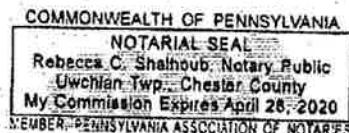
Gregory Boal
Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 19th day of January, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument are such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Rebecca C. Shalhoub
Rebecca C. Shalhoub, NOTARY PUBLIC

SB0042

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original, and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 5th day of February, 2019



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 19th day of January, 2018.



XL REINSURANCE AMERICA INC.

by:

Gregory Boal
Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 19th day of January, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above Instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid Instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said Instrument by like order.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Rebecca C. Shalhoub, Notary Public
Uwchlan Twp., Chester County
My Commission Expires April 28, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Rebecca C. Shalhoub
Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 5th day of February, 2019



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after January 19, 2023
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

SB0042

Bond No.: US00088044SU19A

RIDER

Attaching to and forming part of Multi-Obligee Supplemental Bond, Bond No. **US00088044SU19A**, executed **February 5, 2019**, on behalf of **Deepwater Abandonment Alternatives, Inc.**, as Principal, and **XL Specialty Insurance Company and XL Reinsurance America Inc.**, as Sureties, in favor of the United States Department of Interior, acting through and by the Bureau of Ocean Energy Management (BOEM), and Marathon Oil Company, as Co-Obligees, in the amount of **Eighty Eight Million Six Hundred and Eleven Thousand Nine Hundred Thirty Five and 00/100 Dollars (\$88,611,935.00)**.

Lease No.: OCS-G 11043

Green Canyon Block 244, Well No. DR005, API Well No. 608114052800, and Well No. DR004, API Well No. 608114052900.

Date of Execution: **February 5, 2019**

Effective Date of Change: **December 12th, 2019**

In consideration of the mutual agreement contained herein, the Principal, Surety and Co-Obligees hereby consent to the following changes:

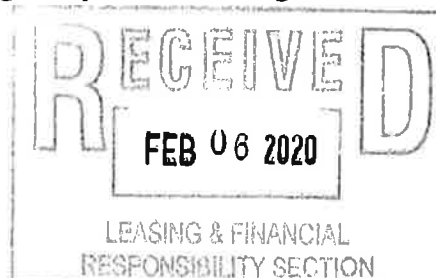
The *penalty amount has decreased* from:

Eighty Eight Million Six Hundred and Eleven Thousand Nine Hundred Thirty Five and 00/100 Dollars --- (\$88,611,935.00)

to:

Forty Seven Million Four Hundred Ninety Three Thousand Nine and Thirty Five and 00/100 Dollars --- (\$47,493,935.00)

All other conditions and terms to remain as originally written. Signed, sealed and dated this **13th** day of **January, 2020**.



Bond No.: US00088044SU19A

**Deepwater Abandonment
Alternatives, Inc.**

Principal

**3505 W. Sam Houston Parkway
North, Suite 400
Houston, TX 77043**

By: 

Name: Erik Staffeldt
Title: Vice President & Treasurer

XL Specialty Insurance Company

Surety

**70 Seaview Avenue
Stamford, CT 06902**

By: 

Name: Ryan Varela
Title: Attorney-In-Fact

Marathon Oil Company

Seller Obligee

**5555 San Felipe Street
Houston, TX 77056**

By: 

Name: T. Mitch Little
Title: Executive Vice President,
Operations



XL Reinsurance America Inc.

Surety

**70 Seaview Avenue
Stamford, CT 06902**

By: 

Name: Ryan Varela
Title: Attorney-In-Fact

**United States Department of the
Interior**

**By: Bureau of Ocean Energy
Management**

BOEM Obligee

By: 

Name: Michael A. Celato
Title: Regional Director



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL1527141

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware Insurance company with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York Insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

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

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$99,999,999.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this January 19th, 2018.



XL SPECIALTY INSURANCE COMPANY

By:

GyCB
Gregory Boal, VICE PRESIDENT

Attest:

Kevin M Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 19th day of January, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument are such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Rebecca C. Shalhoub, Notary Public
Uwchlan Twp., Chester County
My Commission Expires April 28, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Rebecca C. Shalhoub
Rebecca C. Shalhoub, NOTARY PUBLIC

SB0042

cc: XL Specialty Insurance Company
70 Seaview Avenue
Stamford, CT 06902
Attn: Surety Department

XL Reinsurance America Inc.
70 Seaview Avenue
Stamford, CT 06902
Attn: Surety Department

Marathon Oil Company
5555 San Felipe Street
Houston, TX 77056
Attn: Jim Sandoval

Sent Via Email To: jshropshire@helixesg.com , rvarela@mcgriff.com ,
smarrone@loopergoodwine.com