



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. SBP150014_044

May 21, 2024

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

Dear Ms. Koletar:

Your letter dated May 16, 2024, submitting replacement Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond No. SBP150014_044, in the amount of \$3,000,000, was received by our office on that same date. This bond, conditioned to cover the principal's leasehold interest held now or hereafter in the Gulf of Mexico, was executed on May 15, 2024, with Fieldwood SD Offshore LLC as principal and Pennsylvania Insurance Company as surety.

This bond replaces Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond No. B005990, in the amount of \$3,000,000. This bond, conditioned to cover principal's leasehold interest held now or hereafter in the Gulf of Mexico, was executed on September 1, 2010, with Sandridge Offshore, LLC as principal, and U.S. Specialty Insurance Company as surety.

Attached to and forming a part of Bond No. B005990, is Surety Rider No. 1, executed on May 14, 2014, which changes the name of the principal from SandRidge Offshore, LLC to Fieldwood SD Offshore LLC. The rider is effective May 14, 2014.

The replacement bond, Bond No. SBP150014_044, conforms to the requirements of the leasing and operating regulations for submerged lands of the Outer Continental Shelf and is considered to be effective May 15, 2024, the date it was executed. The period of liability of Bond No. B005990 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 boemgomrfinancialassurance@boem.gov.

Sincerely,
**BRIDGETTE
DUPLANTIS** Digitally signed by
BRIDGETTE DUPLANTIS
Date: 2024.05.21 07:30:00
-05'00'

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

cc: Natalye James (Natalye.James@talosenergy.com)
Ashley Koletar (akoletar@mcgriff.com)



May 16, 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: Acceptance of Replacement Bond
Principal: **Fieldwood SD Offshore LLC**
Bond No. **SBP150014_044**
Bond Amount: **\$3,000,000**
General Gulf of Mexico Areawide Bond

Cancellation Request
Principal: Fieldwood SD Offshore LLC
Bond No. **B005990**
Bond Amount: **\$3,000,000**
General Gulf of Mexico Areawide Bond

Acceptance of Replacement Bond
Principal: Fieldwood SD Offshore LLC
Bond No. **SBP150014_045**
Bond Amount: **\$300,000**
Areawide ROW Bond

Cancellation Request
Principal: Fieldwood SD Offshore LLC
Bond No. **B005991**
Bond Amount: **\$300,000**
Areawide ROW Bond

Acceptance of Replacement Bond
Principal: Dynamic Offshore Resources NS, LLC
Bond No. **SBP150014_047**
Bond Amount: **\$3,000,000**
General Gulf of Mexico Areawide Bond

Cancellation Request
Principal: Dynamic Offshore Resources NS, LLC
Bond No. **B008942**
Bond Amount: **\$3,000,000**
General Gulf of Mexico Areawide Bond

Acceptance of Replacement Bond
Principal: Dynamic Offshore Resources NS, LLC
Bond No. **SBP150014_046**
Bond Amount: **\$300,000**
Areawide ROW Bond

RECEIVED

May 16, 2024

***Leasing & Financial
Responsibility Section***

Cover Page
**OUTER CONTINENTAL SHELF (OCS)
MINERAL LESSEE'S OR OPERATOR'S BOND**

Form BOEM-2028

**This form dated March 2023 supersedes all previous versions of form
BOEM-2028**

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

May 16, 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 15 minutes 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

Bond No. SBP150014_044

Lease No. Gulf of Mexico

Bond Type Areawide

Amount \$ 3,000,000.00

OUTER CONTINENTAL SHELF (OCS) MINERAL LESSEE'S OR OPERATOR'S BOND

The Surety is the entity Guaranteeing Performance.

Name of Surety: Pennsylvania Insurance Company

Mailing Address: P.O. Box 3646
Omaha, NE 68103-0646

If a Corporation, Incorporated in the State of: New Mexico; County or Parish of: Santa Fe

Check here if Surety is certified by U.S. Treasury as an acceptable surety on Federal Bonds and listed in the current U.S. Treasury Circular No. 570.

The Principal is the Lessee or Designated Operator for Whom the Bond is Issued.

Name of Principal: Fieldwood SD Offshore LLC

Mailing Address: 2000 West Sam Houston Parkway South, Suite 1200
Houston, TX 77042

Schedule A, the region or leases covered by this bond, is composed of: (Check one and add legal description)

The following region: Gulf of Mexico

The following lease(s):

Check here if additional lease information is continued on attached sheet.

In addition to the Obligations of the Principal during the period of liability of this bond, the Surety also accepts the following Obligations: (Check one)

- No Obligations other than the Obligations of the Principal during the period of liability of this bond.
All Obligations of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period of liability of this bond.
All Obligations of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period of liability of this bond with the following exceptions or limitations (use an attached rider).

Definitions
A Principal includes an entity holding an interest in the oil & gas lease in one or more of the following ways: (1) as an approved record title owner of all or a portion of the lease, (2) as an approved operating rights owner of all or a portion of the lease, or (3) as a designated operator or designated agent in all or a portion of the lease.
A Lessee includes an approved record title owner of all or a portion of the lease or an approved operating rights owner of all or a portion of the lease.
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 U.S.C. 1331 et seq.).
An Instrument includes individually or collectively any lease, operating agreement, designation of operator or agent, storage agreement, compensatory royalty agreement, transfer of operating rights, permit, license, or easement, whereunder the Principal has the right, privilege, or license to conduct operations on the OCS.
A 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.

By signing below, the Principal verifies that the information above is correct and agrees to the following: Unless as otherwise indicated on Schedule A, the Principal will fulfill all Obligations for the entire leasehold and to the same extent as though the Principal were the sole lessee for all leases in Schedule A or for all leases for which the Principal has an interest within a region designated in Schedule A.

By signing below, the Surety verifies that the information above is correct and agrees to the following:
1. The Surety does hereby absolutely and unconditionally bind itself to the United States of America acting through and by the Bureau of Ocean Energy Management (BOEM), or such other official designated by the Secretary of the Interior for this purpose, for the performance of all present and future Obligations.
2. The Surety will be responsible for all Obligations of the Principal in existence at the time this document becomes effective and all Obligations that accrue after that date and until all Obligations are met or until the Regional Director terminates the period of liability of this bond.
3. If the Regional Director terminates the period of liability of this bond, 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 in favor of the Surety.
4. If this bond is cancelled, the Regional Director may reinstate this bond 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 lease in accordance with BOEM specifications be materially false and BOEM relied upon such representation in canceling the instrument.

5. The Surety waives any right of notice of this bond taking effect and agrees that this bond will take effect upon delivery to BOEM.
6. The Surety's Obligations will remain in full force and effect, even if:
 - (a) Any person assigns all or part of any interest in an 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 commitment to a unit, cooperative, communitization, or storage agreement; suspension of operations or production; suspension or changes in rental, minimum royalty, or royalties; modification of regulations or interpretations of regulations; creation or modification of compensatory royalty agreements or payments; 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, whether the termination is by operation of law or otherwise.
 - (d) BOEM takes or fails to take any action in enforcing, as against any party to the Instrument, the payment of rentals or royalties or the performance of any other covenant, condition or agreement of the lease, 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.
7. The Surety agrees to be bound under this bond as to the interests in any Instrument retained by the Principal when BOEM approves the transfer of any or all of the Instruments or interests in the Instruments.
8. In the event of any default under a lease, the Surety must provide payment of all of the cost of the Obligations of the Principal upon demand by BOEM.
9. If 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 BOEM joins the lessees or any other party.
10. 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 is on a "solidary" or "joint and several" basis along with other guarantors or sureties.
11. The Surety agrees to give prompt notice to 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.
12. The Surety's Obligation and liabilities under this Bond 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 BOEM.
13. The Surety hereby waives any defenses to liability on this bond based on an unauthorized Principal signature.

Pennsylvania Insurance Company

Fieldwood SD Offshore LLC

Name of Surety

Name of Principal

Signature of Person Executing for Surety

Signature of Person Executing for Principal

Richard Covington, Attorney-in-Fact

John H. Smith, Vice President

Name and Title (typed or printed)

Name and Title (typed or printed)

P.O. Box 3646

2000 West Sam Houston Parkway South
Suite 1200

Business Address

Business Address

Omaha, NE 68103-0646

Houston, TX 77042

Business Address

Business Address

Signed on this 15th day of May, 2024, in the State of Texas, in the presence of:

Signature of Witness

Signature of Witness

Namesia Anderson, Witness

Natalye James

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 person executing 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 Principal, if a corporation, must affix their corporate seals.

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. MGFHOU01_0323

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico 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 agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and 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) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

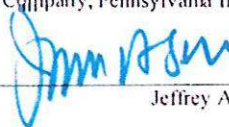
"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

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

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

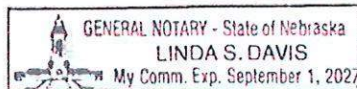
California Insurance Company, Continental Indemnity Company,
Illinois Insurance Company, Pennsylvania Insurance Company

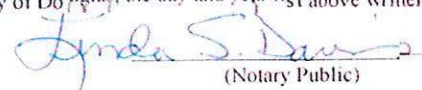
By  Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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




(Notary Public)

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 15th day of May, 2024




Jeffrey A. Silver, Secretary

Cancellation Request

Principal: Dynamic Offshore Resources NS, LLC
Bond No. B008943
Bond Amount: \$300,000
Areawide ROW Bond

Acceptance of Replacement Bond

Principal: Bandon Oil and Gas, LP
Bond No. SBP150014_049
Bond Amount: \$3,000,000
General Gulf of Mexico Areawide Bond

Cancellation Request

Principal: Bandon Oil and Gas, LP
Bond No. B008940
Bond Amount: \$3,000,000
General Gulf of Mexico Areawide Bond

Acceptance of Replacement Bond

Principal: Dynamic Offshore Resources NS, LLC
Bond No. SBP150014_048
Bond Amount: \$300,000
Areawide ROW Bond

Cancellation Request

Principal: Dynamic Offshore Resources NS, LLC
Bond No. B008941
Bond Amount: \$300,000
Areawide ROW Bond

Dear Sir or Madam:

Please find enclosed six fully executed "like for like" Pennsylvania Insurance Company Replacement Bonds outlined above.

Upon acceptance of the six replacement bonds, we hereby request the release of the six current U.S. Specialty Insurance Company bonds referenced above.

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

Natalye James, Talos/QuarterNorth: Natalye.James@talosenergy.com
Ashley Koletar, McGriff Insurance Services, Inc.: 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