

# **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 05937

3/13/25

Talos Third Coast , 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 February 26, 2025, submitting replacement Supplemental Multi-Obligee Performance Bond No. GM236809, in the amount of \$580,890, was received by our office on February 26, 2025. This bond, conditioned to cover Right-of-Way (ROW) OCS-G 05937, was executed on March 6, 2025, with Talos Third Coast, LLC (03619) as principal and Great Midwest Insurance Company as surety. The Principal and Surety are held and firmly bound unto the Bureau of Ocean Energy Management, and McMoRan Oil & Gas, LLC (02312), as Co-Obligees.

This bond replaces Outer Continental Shelf (OCS) Supplemental Multi-Obligee Performance Bond No. EACX4014356, in the amount of \$580,890. This bond, conditioned to cover ROW OCS-G 05937, was executed on November 3, 2021, with Talos Third Coast LLC as principal, and Endurance Assurance Corporation, as surety.

The replacement bond, Bond No. GM236809, conforms to the requirements of the leasing and operating regulations for submerged lands of the Outer Continental Shelf and is considered to be effective, January 6, 2025. The period of liability of Outer Continental Shelf (OCS) Multi-Obligee Supplemental Bond No. EACX4014356 is considered to have terminated and the bond is considered cancelled without residual liability on the same date.

Should you need further assistance you may contact the Leasing & Financial Responsibility Section at boemGulffinancialassurance@boem.gov.

Sincerely,

BRIDGETTE Digitally signed by BRIDGETTE DUPLANTIS DUPLANTIS Oate: 2025.03.13 07:14:59 -05'00'

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

Sent via email: Natalye.James@TalosEnergy.com; akoletar@mcgriff.com;

cc: Talos Third Coast LLC (Principal)

333 Clay Street, Suite 3300

Houston, Texas 77002

Attn: Sergio L. Maiworm, Jr.

Chief Financial Officer and Senior Vice President

McMoRan Oil & Gas LLC (Co-Obligee)

201 St. Joseph Street, 2<sup>nd</sup> Floor New Orleans, Louisiana 70130

Attn: Todd R. Cantrall and Pamela Q. Masson

Great Midwest Insurance Company (Surety)

800 Gessner, Ste. 600

Houston, Texas 77024

Attn: Kyle Carney New, Vice President - Chief Claims Counsel

Endurance Assurance Corporation

12890 Lebannon Road

Mount Juliet, TN 37122-2870

Attn: Surety Agent



February 26, 2025

RECEIVED February 26, 2025 Leasing & Financial Responsibility Section

## 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, LA 70123-2394

Re: Acceptance of Replacement Bond

**Principal: Talos Third Coast LLC** 

Bond No. GM236809 Bond Amount: \$580,890

Multi-Obligee Performance Bond - Supplemental ROW G05937

**Cancellation Request** 

**Principal: Talos Third Coast LLC** 

Bond No. EACX4014356 Bond Amount: \$580,890

Multi-Obligee Performance Bond - Supplemental ROW G05937

## Dear Sir or Madam:

On behalf of Talos Third Coast LLC, we hereby request the acceptance of the Replacement Bond and Cancellation Request for the two bonds outlined above.

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

Natalye James, Talos Energy Inc.: <a href="Matalye.James@TalosEnergy.com"><u>Natalye.James@TalosEnergy.com</u></a>
Ashley Koletar, McGriff Insurance Services, Inc.: <a href="mainto:akoletar@mcgriff.com">akoletar@mcgriff.com</a>

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 BOND NO. GM236809

OCS ROW NO. OCS-G 05937

BOND TYPE: SUPPLEMENTAL ROW

PENAL SUM \$580,890.00

#### MULTI-OBLIGEE PERFORMANCE BOND

#### KNOW ALL MEN BY THESE PRESENTS:

That we, Talos Third Coast LLC, a Delaware limited liability company, with its principal office at Three Allen Center, 333 Clay Street, Suite 3300, Houston, Texas 77002, assigned BOEM Company Qualification No. 03619 ("Principal"), and Great Midwest Insurance Company, with an office at 800 Gessner, Suite 600, Houston, Texas 77024 ("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) McMoRan Oil & Gas LLC, with a mailing address of 201 St. Joseph Street, 2nd Floor, New Orleans, Louisiana 70130 with BOEM Company Qualification No. 02312 ("Prior Owner Obligee") (BOEM Obligee and Prior Owner Obligee being sometimes collectively referred to herein as "Co-Obligees" or individually as "Co-Obligee"), for the penal sum of Five Hundred Eighty Thousand Eight Hundred Ninety and No/100 Dollars (\$580,890.00) 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, Prior Owner Obligee is a former Lessee (as defined herein) on Federal ROW OCS-G 05937 ("ROW"), more fully described as follows:

Pipeline Right-of-way (ROW) OCS-G05937 is a 200-foot wide and approximately 4.41miles (23,289 feet) long corridor associated with the 6 5/8-inch Pipeline Segment No. (PSN) 6850. The purpose of pipeline ROW OCS-05937 is to maintain and operate PSN 6850 and to transport gas from Platform A in Block 160, through Block 161 to a Subsea Tie-in in with PSN 6535 in Block 156, all in South Marsh Island Area, South Addition

WHEREAS, pursuant to a transaction, dated as of October 11, 2018, between Castex Offshore, Inc. and GOME 1271 LLC, as Buyers (together, the "Buyers"), and Prior Owner Obligee, as Seller, through which Prior Owner Obligee transferred record title interest in the ROW to the Buyers (the "GOME Transaction"), GOME 1271 LLC ("GOME"), as a successor record title owner of the ROW, provided the required security for the Decommissioning Obligations (as defined below) to BOEM Obligee and Prior Owner Obligee in the form of a Multi-Obligee Performance Bond (designated as Bond No. B011693 and subsequently replaced by Bond No. EACX4014356), accepted by BOEM Obligee on November 21, 2018, and attached hereto as Exhibit "A" (the "Prior Security"); and

WHEREAS, pursuant to the merger of GOME into Principal, effective February 28, 2020, Principal has succeeded to ownership of GOME's record title interest in the ROW (the "Talos Merger"); and

WHEREAS, pursuant to applicable laws, rules, regulations, and policies of BOEM Obligee, Principal, as a record title owner of the ROW, is required to provide financial assurance for the Decommissioning Obligations (as defined below) to BOEM Obligee, and, to that end, is hereby replacing the Prior Security with this Multi-Obligee Performance Bond (designated as Bond No. **GM236809**) in favor of BOEM Obligee and Prior Owner Obligee (this "Bond"); 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 performance bond, identified as Bond No. **GM236809**;
- 1.2 *Instrument* includes, individually or collectively, any ROW, 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 ROW 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 Prior Owner Obligee by, or arising from (i) the ROW, (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 ROW transferred to the Principal pursuant to the Talos Merger and that accrued before the Principal acquired record title, operating rights, or ownership interests therein and remained unperformed

on the date that BOEM Obligee approved assignment of such interests from Buyers to the 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 ROW or a BOEM-approved owner of all or a portion of the operating rights under the ROW; 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 governmental agency;
- 1.7 *Regional Director* means the Regional Director for the applicable BOEM Obligee Regional Office with jurisdiction over the ROW; 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 ROW, 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 ROW transferred to the Principal in the Talos Merger.
- 2.3 The Surety does hereby absolutely and unconditionally bind itself to each of (i) BOEM Obligee and (ii) Prior Owner 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 Prior Owner 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 Prior Owner 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 ROW 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 ROW;
- c) Any person, event, or condition terminates any Instrument, or the ROW 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 nonperformance of any other covenant, term, or condition of the ROW, or any contract entered into with respect to the GOME Transaction.
- 2.9 BOEM Obligee will contemporaneously send a copy to Prior Owner 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, Prior Owner 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 Prior Owner 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, Prior Owner 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 Prior Owner Obligee the proceeds of the Bond (or portion thereof). Prior Owner 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, Prior Owner 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 Prior Owner 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, Prior Owner Obligee may call the Bond by demand upon the Surety if (a) Prior Owner Obligee provides BOEM Obligee with thirty (30) calendar days' advance written notice ("Prior Owner Obligee 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. Prior Owner 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 Prior Owner 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 Prior Owner 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. Prior Owner Obligee pledges to use funds from this escrow or other appropriate account only for satisfying the Decommissioning Obligations then requiring performance.
- 2.16 If Prior Owner Obligee receives bond proceeds under Paragraph 2.12 or withdraws Bond proceeds under Paragraph 2.15, but fails to commence performance of the Decommissioning Obligations, as specified in the regulations at 30 C.F.R., Part 250, subpart Q, within ninety (90) calendar days of receiving/withdrawing the Bond proceeds, or as otherwise mutually agreed in writing, Prior Owner Obligee shall immediately tender to BOEM Obligee the proceeds of the Bond

to arrange for performance of the requisite activities to address the Decommissioning Obligations then requiring performance. In order to give BOEM Obligee immediate access to the remaining Bond proceeds pursuant to this Paragraph 2.16, the Prior Owner Obligee will provide, in the agreement establishing the escrow or other appropriate account into which Prior Owner Obligee deposits the Bond proceeds, terms that authorize BOEM Obligee, after notifying Prior Owner Obligee of Prior Owner Obligee's failure to timely commence Decommissioning Obligations, to make withdrawals from the account consistent with this Paragraph 2.16.

2.17 Regardless of which Co-Obligee calls the Bond, and notwithstanding anything else to the contrary herein, any and all proceeds attributable to forfeiture, or call, of the Bond must be applied solely and exclusively to extinguish the Decommissioning Obligations, regardless of insolvency, bankruptcy, or default of the Principal, or an assignment by the Principal of all or part of its interests in the ROW, 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. <u>Miscellaneous.</u>

- 3.1 Nothing in this Bond expands the obligations and liabilities of Prior Owner Obligee associated with the ROW pursuant to contract or law, and all such obligations and liabilities will be limited to the obligations and liabilities that accrued while Prior Owner Obligee was a Lessee, as that term is used herein.
- 3.2 If either Co-Obligee decides to commence suit to enforce its rights, it may commence and prosecute any claim, suit, action, or other proceeding against the Principal and Surety, or either of them, whether or not the other Co-Obligee joins such proceeding.
- 3.3 In the event there is more than one surety, or there are other types of financial assurance securing the Principal's performance of the Decommissioning Obligations, the Surety's obligation and liability under this Bond is on a "solidary" or "joint and several" basis along with such other surety(ies) and along with any other providers of such financial assurance.
- 3.4 The Surety agrees that, within five (5) calendar days after learning that it has been de-listed from the Circular No. 570, and/or of any action filed alleging the insolvency or bankruptcy of the Surety, or alleging any violation that would result in suspension or revocation of the Surety's certificate of suretyship, charter, or license to do business, the Surety will give notice to the Principal and the Co-Obligees.
- 3.5 The Principal agrees that, within five (5) calendar days after learning that the Surety has become bankrupt or, insolvent, or the Surety has had its charter or license to do business suspended or revoked, or is no longer named in the current Circular 570, the Principal will substitute a bond identical in all material respects to this Bond from another Qualified Surety (as defined above).
- 3.6 The Principal agrees that, within five (5) calendar days of learning of any action filed alleging the insolvency or bankruptcy of the Principal or alleging any violation that would

result in suspension or revocation of the Principal's charter, or license to do business, it will notify the Co-Obligees and the Surety.

- 3.7 The Surety's obligation and liabilities under this Bond are binding upon the Surety's successors and assigns, if any. Nothing in this Bond permits assignment of the Surety's obligation without the written consent of each of the Co-Obligees.
- 3.8 The Surety hereby waives any defenses to liability on this Bond based on an unauthorized Principal signature.
- 3.9 No forbearance by either of the Co-Obligees will release the Principal and the Surety from any liability under this Bond to any Co-Obligee.
- 3.10 The penal sum of the Bond will be reduced by and to the extent of any payments made by Surety hereunder, or its successors and assigns. Additionally, from time to time as applicable, Co-Obligees agree to reduce the penal sum of this Bond to the extent Principle furnishes, to BSEE, satisfactory evidence that it has discharged a portion of the Decommissioning Obligations secured by this Bond and BSEE reduces the Decommissioning Obligations for the ROW, accordingly. The Bond, less any reductions for partial Decommissioning Obligations made by BSEE, 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 Prior Owner 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:

Talos Third Coast LLC Three Allen Center 333 Clay Street, Suite 3300 Houston, Texas 77002 Attention: Sergio L. Maiworm, Jr.

Telephone: (713) 328-3008

## Surety:

Great Midwest Insurance Company 800 Gessner, Suite 600 Houston, Texas 77024

Attention: Kyle Carney New, Vice President – Chief Claims Counsel

Phone Number: (484) 328-8010

# **BOEM Obligee:**

Bureau of Ocean Energy Management 1201 Elmwood Park Boulevard New Orleans, Louisiana 70123

Attention: Leasing & Financial Responsibility Section

Telephone: (800) 200-4853

## Prior Owner Obligee:

McMoRan Oil & Gas LLC 201 St. Joseph Street, 2<sup>nd</sup> Floor New Orleans, Louisiana 70130 Attention: Pamela Q. Masson Telephone: (504) 582-4695

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

3.13 BOEM Obligee acknowledges that Prior Owner Obligee and the Buyers are parties to the GOME Transaction, whereby the Buyers acquired interests in the ROW, and BOEM Obligee agrees that it has no rights, duties or obligations pursuant to the GOME Transaction, and it is not a third-party beneficiary under the agreements relevant to the GOME Transaction. Prior Owner 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 Louisiana, the state adjacent to which the ROW is located. All disputes arising out of or in connection with this Bond shall be resolved exclusively in the federal courts in Louisiana 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 Prior Owner Obligee.
- 3.15 Any decommissioning obligations associated with the ROW and for which Prior Owner 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.
- 3.17 The Surety also accepts all Decommissioning Obligations of all previous Sureties or guarantors (if any) even if the Decommissioning Obligations are not Decommissioning Obligations of the Principal during the period of liability of this bond.

IN WITNESS WHEREOF, the above bound parties have executed this instrument to be effective on this 6th day of January, 2025, the name of each corporate party duly signed by its undersigned representative pursuant to authority of its governing body.

[Signature Pages Follow]

Talos 7 PRINC By: Name: Title:	Sergio L. Malworm, Jr.  Chief Financial Officer and Senior Vice Rresident
By: Name:	Mulaniu Salinas  Melanie Salinas
McMoRan Oil & Gas LLC PRIOR OWNER OBLIGEE  By:  Name: Told R. Cantrall  Title: Senior Vice President	
By: Bu	States of America Department of the Interior reau of Ocean Energy Management  OBLIGEE  BERNADET Digitally signed by BERNADETTE THOMAS  TE THOMAS Date: 2025.03.06 14:19:44-06'00'
Title:	



# **EXHIBIT "A"**

TO BE ATTACHED TO AND MADE PART OF MULTI-OBLIGEE

PERFORMANCE BOND FOR SUPPLEMENTAL ROW, OCS-G ROW

NO. OCS-G 05937, BOND NUMBER GM236809 IN FAVOR OF THE

UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE

BUREAU OF OCEAN ENERGY MANAGEMENT (BOEM), AND

MCMORAN OIL & GAS LLC ON BEHALF OF TALOS THIRD COAST

LLC AS PRINCIPAL AND ISSUED THROUGH GREAT MIDWEST

INSURANCE COMPANY, AS SURETY.

#### **POWER OF ATTORNEY**

# Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

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

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

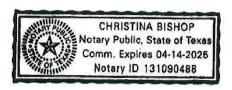
IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY

Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



TINSURAN

CORPORATE SEAL

CORPOR

Christina Bishop Notary Public

#### CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this \_\_\_\_

\_ Day of \_\_\_\_

 $_{20}$  25

CORPORATE SEAL

CORPORATE SEAL

Leslie K. Shaunty

Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misteading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.