



# 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. 651168

July 11, 2023

The University of Texas at Austin  
2275 Speedway, Suite 1.130  
Austin, TX 78712  
Attn: Dr. Daniel Jaffe

Dear Dr. Jaffe:

Your letter dated June 28, 2023, submitting replacement Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond No. 651168, in the amount of \$200,000, was received by our office on July 6, 2023. This bond, conditioned to cover Right-of-Use and Easement OCS-G 30392, was executed on May 17, 2023, with The University of Texas at Austin as principal and Evergreen National Indemnity Company as surety.

This bond replaces Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond No. ROG0001973, in the amount of \$200,000. This bond, conditioned to cover Right-of-Use and Easement OCS-G 30392, was executed on July 2, 2021, with The University of Texas at Austin as principal, and RLI Insurance Company as surety.

The replacement bond, Bond No. 651168, 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 17, 2023, the date it was executed. The period of liability of Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond No. ROG0001973 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](mailto:boemgomrfinancialassurance@boem.gov).

Sincerely,

**BRIDGETTE  
DUPLANTIS**

Digitally signed by  
BRIDGETTE DUPLANTIS  
Date: 2023.07.11 08:23:13  
-05'00'

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

cc: Dr. Daniel Jaffe ([dtj@austin.utexas.edu](mailto:dtj@austin.utexas.edu))  
Dr. Peter Flemings ([PFlemings@jsg.utexas.edu](mailto:PFlemings@jsg.utexas.edu))  
Sid Alexander ([Alexander@anco.com](mailto:Alexander@anco.com))  
Jesse Houghton ([jesse@ig.utexas.edu](mailto:jesse@ig.utexas.edu))



**THE UNIVERSITY OF TEXAS AT AUSTIN**  
Office of the Vice President for Research

P.O. Box 7996 • FAC 426, G1400 • Austin, TX 78713-7996 • 512-471-2877 • FAX 512-471-2827

June 28, 2023

Bureau of Ocean Energy Management  
Leasing and Financial Responsibility  
1201 Elmwood Park Boulevard  
New Orleans, Louisiana 70123-2394  
[boemgomrfinancialassurance@boem.gov](mailto:boemgomrfinancialassurance@boem.gov)

**RECEIVED**

**July 6, 2023**

*Leasing & Financial  
Responsibility Section*

**RE: New bond submission for RUE OCS-G30392**

Dear Sir or Madam,

The University of Texas at Austin (Operator No. 3487) requests acceptance of this *OCS Mineral Lessee's or Operator's Bond* for drilling deep stratigraphic test wells in Walker Ridge, Block 313 (RUE no. OCS-G30392).

Evergreen National Indemnity Company Bond no. 651168 is a replacement bond for RLI Insurance Company Bond no. ROG0001973. This replacement bond is submitted under 30CFR Part 556, Subpart I, and accompanies Revised Exploration Plan no R-7211, approved by BOEM Plans Section on December 08, 2022.

**Replacement Bond:**

**Bond Type:** OCS Mineral Lessee's or Operator's Bond; RUE-Specific (OCS-G30392)

**Bond No.:** 651168

**Amount:** \$200,000.00 USD

**Execution Date:** May 17, 2023

**Principal:** The University of Texas at Austin

2275 Speedway, Suite 1.130

E.P. Schoch Building – C9000

Austin, TX, 78712

**Surety:** Evergreen National Indemnity Company

6150 Oak Tree Blvd., Suite 440

Independence, Ohio 44131

**Bond Being Replaced:**

**Bond Type:** OCS Mineral Lessee's or Operator's Bond; RUE-Specific (OCS-G30392)

**Bond No.:** ROG0001973

**Amount:** \$200,000.00 USD

**Execution Date:** July 2, 2021

**Principal:** The University of Texas at Austin

2275 Speedway, Suite 1.130

E.P. Schoch Building – C9000

Austin, TX, 78712

**Surety:** RLI Insurance Company

9025 N. Lindbergh Dr.

Peoria, IL 61615



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P.O. Box 7996 • FAC 426, G1400 • Austin, TX 78713-7996 • 512-471-2877 • FAX 512-471-2827

Should you have any questions or concerns, please contact:

**Principal:** Dr. Peter Flemings, Principle Investigator  
The University of Texas at Austin  
512-475-8738 / [PFlemings@jsg.utexas.edu](mailto:PFlemings@jsg.utexas.edu)

**Broker:** Sid Alexander, Sr. Vice President  
ANCO Insurance  
979-774-6287 / [Alexander@anco.com](mailto:Alexander@anco.com)

Sincerely,

A handwritten signature in cursive script, appearing to read "Daniel Jaffe".

Dr. Daniel Jaffe  
Vice President for Research  
The University of Texas at Austin  
2304 Whitis Ave., Suite 426  
Peter T. Flawn Academic Ctr  
Austin, TX 78712-1111  
Phone: (512) 471-2877  
Email: [dtj@austin.utexas.edu](mailto:dtj@austin.utexas.edu)



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**

**July 6, 2023**

**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. 651168 Supersedes ROG0001973

Lease No. OCS-G30392

Bond Type RUE Specific

Amount \$ 200,000.00

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

The **Surety** is the entity Guaranteeing Performance.

Name of Surety: Evergreen National Indemnity Company

Mailing Address: 6150 Oak Tree Blvd., Suite 440

Independence, Ohio 44131

If a Corporation, Incorporated in the State of: Ohio

; County or Parish of: \_\_\_\_\_

☒ 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: The University of Texas at Austin

Mailing Address: 2275 Speedway, Suite 1.130 (E.P. Schoch Building-C9000)

Austin, TX 78712

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

☐ The following region: \_\_\_\_\_

☒ The following lease(s): Right-of-Use and Easement OCS-G30392

☐ 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

For the purposes of this document:

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.

Evergreen National Indemnity Company

Name of Surety

*Lillian Pezzano*

Signature of Person Executing for Surety

Lillian Pezzano, Attorney-in-Fact

Name and Title (typed or printed)  
6150 Oak Tree Blvd., Suite 440

Business Address

Independence, Ohio 44131

Business Address

The University of Texas at Austin

Name of Principal

*Daniel Jaffe*

Signature of Person Executing for Principal

*Dr. Daniel Jaffe, Vice President for Research*

Name and Title (typed or printed)  
2304 Whitis Ave. Suite 426  
Peter T. Flawn Academic Ctr

Business Address

Austin, TX 78712

Business Address

Signed on this 17th day of May, 2023, in the State of Ohio, in the presence of:

*Julie Bowers*

Signature of Witness

Julie Bowers

Name (typed or printed)

6150 Oak Tree Blvd., Suite 440

Address

Independence, Ohio 44131

Address

*Mark Featherston*

Signature of Witness

*Mark Featherston, Chief of Staff, UP for Research*

Name (typed or printed)

2304 Whitis Ave. Suite 426

Address

*Austin, TX 78712*

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.

**Schedule A**

**RUE-Specific Bond No. 651168**

**RUE No: OCS-G30392**

**The University of Texas at Austin (Operator No. 3487)**

**6/30/23**

Right-of-Use and Easement: OCS-G30392.

Wells: WR313 H002, WR313 H003, WR313 H004, WR313 G002

Protraction Area: Walker Ridge, Block 313.

OCS Official Protraction Diagram: NG 15-06.



# EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

## POWER OF ATTORNEY

Bond No. **651168**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Julie K Bowers, Denise M Borowy, Hilarie Frankenberry, Karen M Loconti-Diaz, Lillian Pezzano, Patricia A Temple

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, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00)


This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:


"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY

By:   
Matthew T. Tucker, President

By:   
David A. Canzone, CFO

Notary Public)  
State of Ohio)


SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of 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 signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution 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 Cleveland, Ohio, the day and year above written.



Julie K Bowers  
Notary Public  
in and For the State of Ohio  
My Commission Expires  
August 13, 2024

  
Julie K. Bowers, Notary Public  
My Commission Expires August 13, 2024


State of Ohio )

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this 17th day of May, 2023.



  
Wan C. Collier, Secretary