

N. med 7/26/01
Armond
7/26/01

Nelson 7/26

26 JUL 2001

In Reply Refer To: MS 5421

Ms. Leslie D. Moore
Hall-Houston Oil Company
700 Louisiana, Suite 2100
Houston, Texas 77002

Dear Ms. Moore:

We acknowledge receipt of your letter dated July 18, 2001, submitting your new Outer Continental Shelf Mineral Lessee's and Operator's Supplemental Plugging & Abandonment Bond No. RLB0003598 in the amount of \$700,000 executed on July 16, 2001, with Hall-Houston Oil Company as principal, and RLI Insurance Company as surety, conditioned to cover OCS-G 3280, all of Block 405, West Cameron Area, West Addition.

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 the date filed, namely July 19, 2001, and has been placed in lease file OCS-G 3280 for future reference.

Should you need further assistance, please call me at (504) 736-2614.

Sincerely,

(Orig. Sgd.) Steven K. Waddell, CPL

Steven K. Waddell, CPL
Adjudication Unit Supervisor
Leasing and Environment

cc: RLI Insurance Company
Attention: Mr. Greg E. Chilson
8 Greenway Plaza, Suite 400
Houston, Texas 77046

✓
bc: 1101-02a (1), OCS-G 3280, w/ltr & bond (MS 5421)
N. Nelson/C. Smith (MS 5421)

DArmond:mm:07/26/01:c:\da\3280 sup2

HALL-HOUSTON OIL COMPANY

700 Louisiana, Suite 2100/Houston, Texas 77002

July 18, 2001

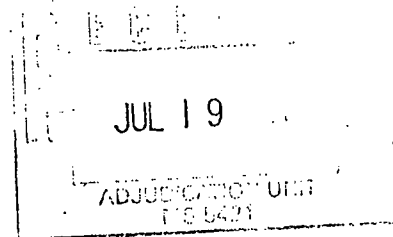
Telephone
(713) 228-0711
Fax
(713) 225-7600
(713) 225-7601

Minerals Management Service
Adjudication Unit: MS 5421
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394



Attention: Yolanda Clark
Land-Law Examiner

RE: Supplemental Bonds Required
OCS-G 3280 West Cameron Area, Block 405
Contract #1435-01-01-CT-31172
Offshore Louisiana



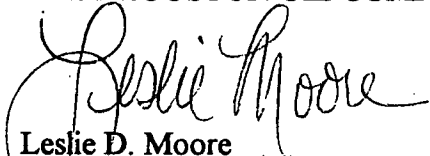
Dear Yolanda:

Pursuant to our conversation and the Letter Agreement dated May 30, 2001 executed by the MMS which requires two (2) Supplemental Bonds in the amounts of \$600,000 and \$700,000 in connection with West Cameron Area, Block 405 Contract #1435-01-01-CT-31172, enclosed herewith are two (2) originals of the Outer Continental Shelf Mineral Lessee's and Operator's Supplemental Plugging and Abandonment Bonds in the amount of \$600,000 (Bond #RLB0003597) and \$700,000 (Bond #RLB0003598) from RLI Insurance Company for Hall-Houston Oil Company which covers the wells and facilities located on Block 405, West Cameron Area.

If there are any problems with the enclosed please do not hesitate to contact me. Also, please update our information in your system to reflect these bonds. Thank you for your help in this matter.

Sincerely,

HALL-HOUSTON OIL COMPANY


Leslie D. Moore
Landman

enclosures

cc: John H. Peper
Carrol Williams, Minerals Management Service
Cathy Moser, Minerals Management Service

HALL-HOUSTON OIL COMPANY

700 Louisiana, Suite 2100/Houston, Texas 77002

July 18, 2001



Telephone
(713) 228-0711
Fax
(713) 225-7600
(713) 225-7601

Via Federal Express

Minerals Management Service
1201 Elmwood Park Blvd., MS-5300
New Orleans, LA 70123-2394
Attn: Cathy Moser, Legal Specialist

RE: Submittal of Closing Documents associated with
MMS Contract #1435-01-01-CT-31172 for
West Cameron 405 "A" Platform, Wells and Associated Assets
Expired OCS-G 3280, Offshore Louisiana

JUL 19

Dear Cathy:

Pursuant to the terms of that certain letter agreement dated May 30, 2001 between Hall-Houston Oil Company ("HHOC"), EOG Resources, Inc. ("EOG"), TotalFinaElf E&P USA, Inc. ("Elf"), Frontier Insurance Company, Inc. ("Frontier") and the Minerals Management Service ("MMS") which the MMS has designated as "MMS Contract #1435-01-01-CT-31172", and further to our discussions concerning same, please find enclosed herewith for your handling:

1. Four (4) counterpart originals of an Assignment and Bill of Sale ("Assignment") dated effective May 1, 2001 between EOG and Elf, as assignors/Sellers, and HHOC, as assignee/Purchaser, of the West Cameron 405 "A" platform, wells and associated assets ("Assigned Assets");

Please forward the Assignment counterparts, together with the related cover letter and \$25.00 check also enclosed herewith, to Adjudication. HHOC wishes to have (i) one (1) original instrument filed in the Non-Required Document Filings and (ii) the remaining three (3) originals so certified and returned to my attention.

2. Two (2) bonds for an aggregate amount of \$1,300,000 to cover the abandonment obligations HHOC has assumed in connection with the Assigned Assets, being:
 - (a) Bond # RLB 0003597 in the amount of \$600,000 on behalf of the subject wells, and
 - (b) Bond # RLB 0003598 in the amount of \$700,000 on behalf of the subject platform (\$450,000) and related seafloor clearance (\$250,000).

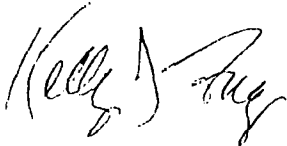
Please deliver these bonds, together with the attached letter from HHOC's Leslie Moore, to Carroll Williams and/or Yolanda Clark. Facsimiles of these bonds were exchanged earlier this week between Leslie and the MMS.

3. HHOC invoice #01070001 for payment by the MMS to HHOC of \$1,313,949.58 as provided in subject MMS Contract #1435-01-01-CT-31172, a copy of which is attached thereto.

Per discussions among ourselves and Jane Carlson of MMS-Herndon (who is out until July 30), please evidence your acceptance of this invoice by fax to her colleague, Terry Carroll, on any day other than Friday, July 20. Per Jane's request during our telephone conversation of this morning, if you must communicate by mail, please do so to Terry's attention by "blue envelope"; and, if it arrives on such Friday, another individual will work it in Terry's absence. Jane wants to make sure that the invoice is recorded as soon as possible whereupon (i) subject MMS Contract #1435-01-01-CT-31172 will be deemed effective, (ii) MMS Contract #1435-01-00-CT 31124 between EOG, Elf and the MMS will be terminated and (iii) the process of paying the invoice will be expedited.

Thank you for the thought and consideration you and your colleagues in New Orleans and Herndon have given to this matter. Please advise me by e-mail (kfry@hhoc.com) when MMS-New Orleans has accepted these enclosures.

Sincerely,



Kelly D. Fry
Vice President - Land

enclosures

xc w/o encs.: J. Jeffers Spencer @ EOG Resources, Inc.
Don Schulte @ TotalFinaElf E&P USA, Inc.
P.J. Goodwine @ Schully, Roberts, Slattery, Jaubert & Marino

U.S. DEPARTMENT OF THE INTERIOR

Minerals Management Service

Bond No. RLB0003598OCS-G # and Area/Block OCS-G 3280 WC 405Bond Type Supplemental/PluggingAmount \$700,000.00OUTER CONTINENTAL SHELF (OCS) MINERAL LESSEE'S AND OPERATOR'S
SUPPLEMENTAL PLUGGING AND ABANDONMENT BOND

The Surety is the Company Guaranteeing Performance.

Name of Surety: RLI Insurance CompanyMailing Address: 8 Greenway Plaza, Suite 400
Houston, TX 77046If a Corporation, Incorporated in the State of: Illinois; County or Parish of: Peoria☒ 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 Operator for Whom the Bond is Issued.

Name of Principal: Hall-Houston Oil CompanyMailing Address: 700 Louisiana Street, #2100, Houston, TX 77002

Schedule A, the area or leases covered by this bond, is comprised:(check one and add description)

☐ The following Area: _____☒ The following leases: Expired Lease OCS-G 3280, All of Block 405, West Cameron Area, West Addition
OCS Leasing Map, Louisiana Map No. 1A; (See Attachment "A")

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 sheet if needed)

Definitions

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, 43USC1331 et seq.

For the purposes of this document:

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 corporation, 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:

The Principal as agent on behalf of all lessees, operating rights owners, and operators 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 an area 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 Minerals Management Service (MMS), or such other official designated by the Secretary of the Interior for this purpose, for the payment of all of the cost of the plugging and abandonment Obligations.
2. The Surety agrees to meet all existing and future Obligations of the Principal on the lease or leases described in Schedule A or on all leases within the area described in Schedule A at a cost not to exceed \$700,000.00.
3. 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.
4. 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.
5. If this bond is cancelled, the Regional Director may reinstate this bond as if no cancellation had occurred if any payment of any Obligation 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

ATTACHMENT "A"

Expired Lease OCS-G 3280, previously held by Allied Natural Gas Corporation with Surety, Frontier Insurance Company and transferred per Letter Agreement dated May 30, 2001 and established in Contract No. 1435-01-01-CT-31172.

Initial by: GEC

A handwritten signature in black ink, appearing to be "GEC", is written over a horizontal line.

Obligations of the lease in accordance with MMS specifications be materially false and the MMS relied upon such representation in canceling the instrument.

6. The Surety waives any right of notice of this bond taking effect and agrees that this bond will take effect upon delivery to MMS.
7. 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) The MMS 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.
8. The Surety agrees to be bound under this bond as to the interests in any Instrument retained by the Principal when the MMS approves the transfer of any or all of the Instruments or interests in the Instruments.
9. In the event of any default under a lease, the Surety must perform the Obligations of the Principal upon demand by the MMS.
10. If the MMS 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 MMS joins the lessees or any other party.
11. 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.
12. The Surety agrees to give prompt notice to the MMS 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.
13. 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 the MMS.
14. The Surety hereby waives any defenses to liability on this bond based on an unauthorized Principal signature.

RLI Insurance Company

Name of Surety

Greg E. Chilson

Signature of Person Executing for Surety

Greg E. Chilson, Attorney-in-Fact

Name and title typed or printed

8 Greenway Plaza, #400

Business Address

Houston, TX 77046

Business Address

Hall-Houston Oil Company

Name of Principal

John H. Peper

Signature of Person Executing for Principal

John H. Peper, Sr. Vice President
Name and title typed or printed

700 Louisiana Street, #2100

Business Address

Houston, TX 77002

Business Address

Signed on this 16th day of July, 20 01, in the State of Texas, in the presence of:

Nancy Cruz

Signature of Witness

Nancy Cruz

Name typed or printed

8 Greenway Plaza, #400

Address

Houston, TX 77046

Address

Leslie D. Moore

Signature of Witness

Leslie D. Moore

Name typed or printed

700 Louisiana, Suite 2100

Address

Houston, TX 77002

Address

Note: The party signing 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 lessee or operator, if a corporation, must affix their corporate seals.



9025 North Lindbergh Dr. • Peoria, IL 61615
(309) 692-1000 or (800) 645-2402

RLB0003598

POWER OF ATTORNEY RLI Insurance Company

Know All Men by These Presents:

That the RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: GREG E. CHILSON

in the City of HOUSTON, State of TEXAS, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

\$700,000.00

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The RLI INSURANCE COMPANY further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

(Blue shaded areas above indicate authenticity)

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its CHAIRMAN, CEO with its corporate seal affixed this

ATTEST:

Camille J. Hensey

Corporate Secretary



RLI INSURANCE COMPANY

By:

Gerald D. Stephens

Chairman, CEO

State of Illinois)
County of Peoria) SS

On this **16** day of **July, 2001** before me, a Notary Public, personally appeared Gerald D. Stephens and Camille J. Hensey, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Chairman, CEO and Corporate Secretary, respectively, of the said RLI INSURANCE COMPANY, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Cynthia S. Dohm

Notary Public

"OFFICIAL SEAL"
CYNTHIA S. DOHM
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/24/02