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
N-4000194

September 30, 2020

W & T Offshore, Inc.
c/o Petro-Marine Underwriters, Inc.
85 South Wren Street
New Orleans, LA 70124

Dear Ms. Dornan:

Your letter dated September 17, 2020, submitting replacement Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond No. N-4000194, in the amount of $300,000, was received by our office on that same date. This bond, conditioned to cover principal's pipeline operations in the Gulf of Mexico, was executed on September 15, 2020, with W & T Offshore, Inc. as principal and Indemnity National Insurance Company as surety.

This bond replaces Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond No. 1097695, in the amount of $300,000. This bond, conditioned to cover principal's pipeline operations in the Gulf of Mexico, was executed on October 8, 2015, with W & T Offshore, Inc. as principal, and Lexon Insurance Company as surety.

The replacement bond, Bond No. N-4000194, conforms to the requirements of the leasing and operating regulations for submerged lands of the Outer Continental Shelf and is considered to be effective September 15, 2020, the date it was executed. The period of liability of Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental Bond No. 1097695 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,

SUSAN VAUGHAN

Digitally signed by SUSAN VAUGHAN
Date: 2020.09.30 16:38:56 -05'00'

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

cc: Indemnity National Insurance Company
238 Bedford Way
Franklin, TN 37064
Attn: Michele K. Tyson

Lexon Insurance Company
12890 Lebanon Road
Mt. Juliet, TN 37122
Attn: Stephen Michael Smith

Sent Via Email To: tgrabois@wtoffshore.com , mtyson@indemco.com , AliceDornan@msn.com , Sewell504@gmail.com

PETRO-MARINE UNDERWRITERS, INC.

85 South Wren Street
New Orleans, Louisiana 70124
Phone (504) 593-9399 or Fax (504) 267-0659
petro_marine@msn.com
www.Petro-MarineBonding.com

September 17, 2020

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
Email: boemGOMRfinancialassurance@boem.gov

RECEIVED

September 17, 2020

Leasing & Financial Responsibility Section

Re: Request for Replacement Bond - No. N-4000194

Dear Sir or Madam:

Please accept and process the attached **Indemnity National Insurance Company Bond No. N-4000194 a replacement bond for, and superseding, Lexon Insurance Company Bond No. 1097695** This bond is for the amount of $300,000.00., Gulf of Mexico OCS Pipeline Right-Of-Way Grant Bond Areawide posted in favor of the BOEM by W&T Offshore, Inc., (as Principal) and Indemnity National Insurance Company (as Surety).

Bond No.	Lease #	Bond Type	BOEM Liability
N-4000194	Gulf of Mexico	Areawide	$300,000.00

Please terminate period of liability and cancel Lexon Insurance Company Bond #1097695 without residual liability upon the acceptance of Indemnity National Insurance Company Bond N-4000194.

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

Todd Grabois, W&T Offshore, Inc.: tgrabois@wtoffshore.com
Michele Tyson, Indemnity National Insurance Company: mtyson@indemco.com
Alice Dornan, Petro-Marine Underwriters, Inc.: AliceDornan@msn.com
Scott Sewell, Petro-Marine Underwriters, Inc.: Sewell504@gmail.com

Should you have any questions in this matter, please contact our office at (504) 593-9399 or by email at AliceDornan@msn.com.

Sincerely,

Marie Alice Dornan

Marie Alice Dornan
Petro-Marine Underwriters, Inc.
85 South Wren Street
New Orleans, LA 70124
(504)593-9399

Cover Page

OUTER CONTINENTAL SHELF PIPELINE RIGHT-OF-WAY GRANT BOND

Form BOEM-2030

This form dated January 2020 supersedes all previous versions of form BOEM-2030

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

September 17, 2020

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

OMB Control No.: 1010-0006
Expiration Date: 1/31/2023

OUTER CONTINENTAL SHELF (OCS) PIPELINE RIGHT-OF-WAY GRANT BOND

Bond No.: N-4000194

Bond Type: ☒ Area wide ☐ Additional Security (Check One) Area/ROW #: _____ Amount: $ 300,000.00

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

Name of Surety: Indemnity National Insurance Company

Mailing Address: 238 Bedford Way
Franklin, Tennessee 37064

If a Corporation, Incorporated in the State of: Mississippi ; County or Parish of: Lauderdale

☒ 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 Pipeline Right-of-way (ROW) Grant Holder for Whom the Bond or additional security* is Issued.

Name of Principal: W &T Offshore, Inc.

Mailing Address: Nine Greenway Plaza, Suite 300, Houston, Texas 77046

Schedule A, the OCS area and pipeline ROW grant covered by this bond or additional security*, is comprised of (check one or both):

☒ The following OCS area[(see 30 CFR 550.1011(b)]: Gulf of Mexico

☐ The following pipeline ROW grant [see 30 CFR 550.1011(a)(2)]: _____

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

In addition to the Obligations of the Principal during the period of liability of this bond or additional security*, 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 or additional security*.

☒ 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 or additional security*.

☐ 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 or additional security* with the following exceptions or limitations (use an attached sheet if needed):

Definitions For the purposes of this document:	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 USC 1331 et seq. An **Instrument** includes any pipeline ROW grant, whereunder the Principal has the right, privilege, or license to conduct pipeline 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 the pipeline ROW grant holder will fulfill all Obligations for the entire pipeline ROW grant and to the same extent as though the Principal were the sole pipeline ROW grant holder for all pipeline ROW grants in Schedule A 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 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 agrees to meet all existing and future Obligations of the Principal on the pipeline ROW grant(s) described in Schedule A or acquired within that area after the effective date of this document at a cost not to exceed $ $ 300,000.00 unless this sum has been increased or decreased by a rider to this bond or additional security*executed in the same manner as this bond or additional security*.
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 or additional security*.

4. If the Regional Director terminates the period of liability of this bond or additional security*, 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 or additional security* in favor of the Surety.
5. If this bond or additional security* is cancelled, the Regional Director may reinstate this bond or additional security* 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 pipeline ROW grant(s)in accordance with BOEM specifications be materially false and the BOEM relied upon such representation in canceling the instrument.
6. The Surety waives any right of notice of this bond or other security*taking effect and agrees that this bond or additional security* will take effect upon delivery to BOEM.
7. The Surety's Obligations will remain in full force and effect, even if:

(a) Any person assigns the 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 modification of regulations or interpretations of regulations; 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 or additional security*, whether the termination is by operation of law or otherwise.
(d) The BOEM takes or fails to take any action in enforcing, as against any party to the Instrument, the performance of any other covenant, condition or agreement of the pipeline ROW grant, 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 or additional security* as to the interests in any Instrument retained by the Principal when the BOEM approves the transfer of any or all of the Instruments.
9. In the event of any default under a pipeline ROW grant, the Surety must perform the Obligations of the Principal upon demand by the BOEM.
10. If the 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 the BOEM joins the pipeline ROW grant holder 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 or additional security* 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 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.
13. The Surety's Obligation and liabilities under this Bond or additional security* 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 BOEM.
14. The Surety hereby waives any defenses to liability on this bond or additional security* based on an unauthorized Principal signature.

*** Must be approved by the Regional Director**

Indemnity National Insurance Company	W & T Offshore, Inc.
Name of Surety	Name of Principal
Michele K. Tyson	Stephen L. Schroeder
Signature of Person Executing for Surety	Signature of Person Executing for Principal
Michele K. Tyson, Attorney-in-Fact	Stephen L. Schroeder, Chief tecnical officer
Name and title typed or printed	Name and title typed or printed
238 Bedford Way	Nine Greenway Plaza, Suite 300
Business Address	Business Address
Franklin, Tennessee 37064	Houston, Texas 77046
Business Address	Business Address

Signed on this 15th day of September, 20 20, in the State of Texas, in the presence of:

	Edlyn Cáceres
Signature of Witness	Signature of Witness
Senia Hernandez	Edlyn Caceres
Name typed or printed	Name typed or printed
777 Post Oak Blvd, Suite 330	9 Greenway Plaza Suite 300
Address	Address
Houston, Texas 77056	Houston, Texas 77046
Address	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 pipeline right-of-way grant holder, if a corporation, must affix their corporate seals.

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 (pipeline right-of-way holder). Responses are required to obtain or retain a benefit. Proprietary data are covered under 30 CFR 550.197. 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 (in the Alaska and Pacific Regions, this could take longer), 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.

Indemnity National Insurance Company
238 Bedford Way
Franklin, TN 37064

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that Indemnity National Insurance Company, a Mississippi corporation, (hereinafter the "Company"), does hereby constitute and appoint: Edwin H. Frank III, Michele K. Tyson, Russell Brown, Jr. Meredith K. Anderson, Stephen Michael Smith, and Timothy J. Briggs of IndemCo to be its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, seal, and execute on its behalf surety bonds or undertakings and other documents of a similar nature issued in the course of its business up to a penal sum not to exceed Ten million dollars ($10,000,000.00)********** each, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company.

This appointment is made under and executed pursuant to and by authority of the following Minutes of Special Actions Taken by Written Consent of the Board of Directors, which is now in full force and effect:

Authorization to Appoint Attorneys-in-Fact and the Use of Facsimile Signatures and Facsimile Seals for the Purpose of Issuing Bonds:

RESOLVED: That the president or any vice president may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company to execute and deliver and affix the seal of the Company to bonds and related obligatory certificates and documents; and any one of said officers may remove any such attorney-in-fact or agent and revoke any power previously granted to such person, whether or not such officer appointed the attorney-in-fact or agent.

RESOLVED: That any bonds and related obligatory certificates and documents shall be valid and binding upon the Company,
(i) when signed by the president, or any vice president, and sealed with the Company seal; or
(ii) when duly executed and sealed with the Company seal by one or more attorneys-in-fact or agents pursuant to and within the limits of authority evidenced by the power of attorney issued by the Company to such person or persons a certified copy of which power of attorney must be attached thereto in order for such obligation to be binding upon the Company.

RESOLVED: That the signature of any authorized officer and the seal of the Company may be affixed to any power of attorney or certification thereof authorizing the execution and delivery of any bonds and related obligatory certificates and documents of the Company and such signature and seal then so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Indemnity National Insurance Company has been affixed thereto in Lexington, Kentucky this 6th day of November, 2017.

INDEMNITY NATIONAL INSURANCE COMPANY CORPORATE SEAL 1993 Mississippi

Indemnity National Insurance Company

By _____
Thomas F. Elkins, President

State of Kentucky
County of Fayette

On this 6th day of November, 2017, before me, a Notary Public, personally came Thomas F. Elkins, to me known, and acknowledged that he is President of Indemnity National Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Indemnity National Insurance Company thereto with the authority and at the direction of said corporation.

DEBORAH A. MURPHY NOTARY PUBLIC STATE AT LARGE KY

By Deborah A. Murphy
Notary Public

My Commission Expires 09/26/2021

CERTIFICATE

I, James E. Hart, Secretary of Indemnity National Insurance Company, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that the Minutes of Special Actions Taken by Written Consent of the Board of Directors are now in full force and effect.

IN TESTIMONY WHEREOF I have subscribed my name and affixed the seal of said Company. Dated this 15th day of September, 20 20.

INDEMNITY NATIONAL INSURANCE COMPANY CORPORATE SEAL 1993 Mississippi

By _____
James E. Hart, Secretary