

# **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 28475

June 8, 2021

W & T Offshore, Inc. 5718 Westheimer, Suite 700 Houston, TX 77057 Attn: Shahid Ghauri

Dear Mr. Ghauri:

Your letter dated May 20, 2021, requesting cancellation of Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental Bond No. 1917923, in the amount of \$228,700, was received by our office on that same date. This bond, conditioned to cover Right-of-Way OCS-G 28475, was executed on December 14, 2015, with W & T Offshore, Inc. as principal and The Hanover Insurance Company as surety.

The Bureau of Safety and Environmental Enforcement has assessed the decommissioning liability for OCS-G 28475 to be \$0. Therefore, the Bureau of Ocean Energy Management has no objection to cancellation of Bond No. 1917923, which is considered cancelled without residual liability effective June 7, 2021, the date of final concurrence with the cancellation.

Should you need further assistance, please contact Kathleen Lee at (504) 736-5774 or boemgomrfinancialassurance@boem.gov.

> BERNADETT Digitally signed by **E THOMAS**

**BERNADETTE THOMAS** Date: 2021.06.08 13:26:20

-05'00' Bernadette Thomas Regional Supervisor Leasing and Plans

The Hanover Insurance Company cc: 440 Lincoln Street

Worcester, MA 01653

Sent Via Email To: grabois@wtoffshore.com, akoletar@mcgriff.com, JMENDOZA@HANOVER.COM



May 20, 2021

**RECEIVED** 

May 20, 2021

Leasing & Financial Responsibility Section

Bureau of Ocean Energy Management

ATTN: Leasing & Financial Responsibility Section 1201 Elmwood Park Blvd.; Mail Stop GM 266A

New Orleans, LA 70123-2394

Re: Cancellation Request

**Principal:** W&T Offshore, Inc.

**Bond No.** 1917923

**Bond Amount:** \$228,770.00

Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental Bond, to cover Supplemental Right-Of-Way (ROW) Lease No. OCS-G 28475

Dear Sir or Madam:

We hereby request the release and return of the referenced bond inasmuch as the BSEE reflects zero decommissioning liability for the subject ROW. Please return the original bond to us for return to the Surety.

If you do not normally return the original bond, please issue a letter address to the Surety on your letterhead referencing the subject bond and stating "The Surety is hereby fully and unconditionally released from any and all liability under this bond".

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

Ashley Koletar, McGriff Insurance Services, Inc..: akoletar@mcgriff.com

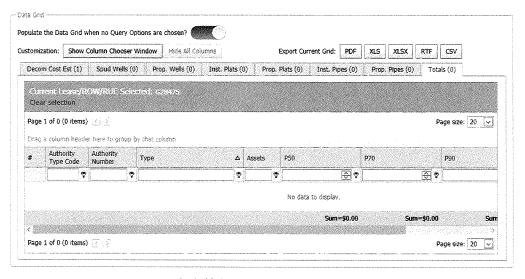
Joellen Mendoza, The Hanover Insurance Company: JMENDOZA@HANOVER.COM

Should you have any questions in this matter, please contact our office at (713) 624-7332 or by the above stated email address

Sincerely,

W & Tottshore, Inc.

Shahid Ghauri Secretary



Download the Decommissioning Cost Estimates Raw Data

View the Field Definitions for the Decommissioning Cost Estimates Online Query

### U.S. DEPARTMENT OF THE INTERIOR

# **Bureau of Ocean Energy Management**

Bond No. 1917923	OCS Lease/RUE/ROW No. OCS-G 28475
Bond Type Supplemental ROW	Amount \$228,770.00

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

	The <b>Surety</b> is the entity Guaranteeing Performance.		
Name of Surety: T	he Hanover Insurance Company		
Mailing Address: 44	40 Lincoln Street	DEC 1 8 2015   D	
v	Vorcester, Massachusetts 01653	1 1 1 DEO 1 0 2013   D)	
If a Corporation, Incorporated in the State of: New Hampshire ; County or Parish of: HillsboroughSING & FINANCIAL			
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 E		
Name of Principal:	W & T Offshore, Inc.	JEGEINE DI	
Mailing Address:	9 Greenway Plaza, Suite 300		
	Houston, Texas 77046	N DEC 2 4 2015   U)	
Schedule A, the lea	se/RUE/ROW covered by this bond, is composed of: (add legal description		
The following lease/RUE/ROW: Pipeline Right-of-way (ROW) OCS-G28475 is a 200-foot wide and approximately 1 88 cm (8.927) And 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
associated with the 4-inch Pipeline Segment No. (PSN) 17480.  RESPONSIBILITY SECTION			
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	d 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		
For the purposes			
of this document: 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 <b>Obligation</b> 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 <b>Instrument</b> 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 t	o 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 the lease/RUE/ROW in Schedule A.

# By signing below, the Surety verifies that the information above is correct and agrees to the following:

- 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 payment of all of the cost of the plugging and abandonment Obligations.
- 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.
- 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

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.

The Hanover Insurance Company	W & T Offshore, Inc.
Name of Surety	Name of Principal
Man Un	There I Sitten
Signature of Person Executing for Surety	Signature of Person Executing for Principal
Martin Moss, Attorney-in-Fact	Thomas F. Getten Vice Preident
Name and Title (typed or printed)	Name and Title (typed or printed)
440 Lincoln Street	9 Greenway Plaza, Suite 300
Business Address	Business Address
Worcester, Massachusetts 01653	Houston, Texas 77046
Business Address	Business Address
Signed on this 14th day of December , 20	
Dan dera Pellard	CNLY
Signature of Witness	Signature of Witness
Sandra Pollard	TOOD Grabois
Name (typed or printed)	Name (typed or printed)
5910 N Central Expressway, Suite 300	9. Greenway Plaza, Ste300
Address	Address
Dallas, Texas 75206	(+005700, T. 77046
Address	Address
<i>Note:</i> 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. **BOEM-2028A (March 2014)**Previous Editions are Obsolete.

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### **THE HANOVER INSURANCE COMPANY** SACHUSETTS BAY INSURANCE COMPAN CITIZENS INSURANCE COMPANY OF AMERICA

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Jeremy Swartzwelder, Mike E. Walker and/or Martin Moss

of The Hanover Insurance Group, Dallas, TX and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, knowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

### Any such obligations in the United States, in any amount~

WHEREAS, the Board of Directors of the Company duly adopted a resolution on March 24, 2014 authorizing and empowering certain officers of the Company to appoint attorneys-in-fact of the Company to execute on the Company's behalf certain surety obligations and other writings and obligations related thereto (the "Original Surety Resolution");

WHEREAS, the Company's Board of Directors wishes to affirm the continued authority of all of the attorneys-in-fact that were issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding; and

WHEREAS, the Company's Board of Directors wishes to restate the Original Resolution and adopt certain related resolutions.

NOW THEREFORE, be it hereby:

That the authority of all attorneys-in-fact of the Company validly issued pursuant to the Original Surety Resolution prior to the RESOLVED: date hereof and that remain issued and outstanding as of the date hereof are hereby ratified, confirmed and approved in all respects.

That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and RESOLVED: empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

That all such surety Attorneys-in-facts issued by the Company from and including the date hereof shall be authorized pursuant to the foregoing resolution (the "Surety Resolution").

That the President or any Vice President of the Company, in conjunction with any Vice President, be and hereby are RESOLVED: authorized and empowered to establish, and from time to time review and amend, written security measures, protocols and safeguards for all Attorneys-in-fact issued by the Company pursuant to the Surety Resolution, including without limitation, security features on the actual certificates issued by the Company and evidencing such Attorneys-in-fact.

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 14th day of December 2015.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA 1 Thomas

Vice President

THE COMMONWEALTH OF MASSACHUSETTS ) COUNTY OF WORCESTER

) SS

On this 14th day of December 2015 before me came the above named Vice Presidents of The Hanover Insufrance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO

Diane J. Mapino, Notary Public My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 14th day of December

2015.

CERTIFIED COPY

Theodore G. Martinez, Vice President