



# 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 29525

July 21, 2021

Rosefield Operating Company, LLC  
2103 Research Forest Drive, Suite 300  
The Woodlands, TX 77380  
Aimee P. Deady

Dear Ms. Deady:

Your letter dated July 19, 2021, submitting Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental Bond No. 872070, in the amount of \$652,534, was received by our office on July 20, 2021. This bond, conditioned to cover Right-of-Way OCS-G 29525, was executed on July 16, 2021, with Rosefield Operating Company, LLC as principal and Evergreen National Indemnity Company as surety.

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, July 20, 2021.

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

Sincerely,

SUSAN VAUGHAN

Digitally signed by

SUSAN VAUGHAN

Date: 2021.07.21

15:06:27 -05'00'

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

cc: Evergreen National Indemnity Company  
6140 Parkland Blvd., Suite 300  
Mayfield Heights, OH 44124

Sent Via Email To: [adeady@arenaoffshore.com](mailto:adeady@arenaoffshore.com) , [aort@evergreenbonds.com](mailto:aort@evergreenbonds.com)



Rosefield Operating Company, LLC

2103 Research Forest Drive  
Suite 300  
The Woodlands, Texas 77380  
281-681-9500  
281-210-0522 Fax

**RECEIVED**

**July 20, 2021**

**Leasing & Financial  
Responsibility Section**

July 19, 2021

U. S. Department of the Interior  
Bureau of Ocean Energy Management  
1201 Elmwood Park Boulevard  
New Orleans, Louisiana 70123-2394

Attention: Leasing and Financial Responsibility (GM 266A)  
via [boemgomrfinancialassurance@boem.gov](mailto:boemgomrfinancialassurance@boem.gov)

RE: Supplemental Bond for ROW G29525/SN 20678, Federal Waters, Gulf of Mexico, Offshore, Texas

In support of the required supplemental bonding for Rosefield Operating Company, LLC (Operator No. 3626) Pipeline ROW G29525 in the amount of \$652,534.00, enclosed are the following documents:

- Executed BOEM Form-2028A in the amount of \$652,534.00
- Surety entity: Evergreen National Indemnity Company
- Principal: Rosefield Operating Company, LLC (Op. No. 3626)
- Effective date: July 16, 2021
- Bond No. 872070

BSEE- Pipeline Unit is currently reviewing this ROW Assignment and will need proof of this bond in place before they can approve.

If you have questions regarding this filing, please contact the Rosefield contact below. If you have question for the Surety company, please contact the Evergreen contact below.

Rosefield Operating Company, LLC  
Aimee Deady  
281-210-3180  
[adeady@arenaoffshore.com](mailto:adeady@arenaoffshore.com)

Evergreen National Indemnity Company  
Aaron Ort  
860-508-3179  
[aort@evergreenbonds.com](mailto:aort@evergreenbonds.com)

Sincerely,

**Rosefield Operating Company, LLC**

Aimee P. Deady  
Vice President, Regulatory

:APD  
Enclosures

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

**Form BOEM-2028A**

**This form dated January 2020 supersedes all previous versions of form BOEM-2028A**

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 20, 2021**

**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. 872070

OCS Lease/RUE/ROW No. G29525

Bond Type Supplemental

Amount \$ 652,534.00

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

The Surety is the entity Guaranteeing Performance.

Name of Surety: Evergreen National Indemnity Company

Mailing Address: 6140 Parkland Blvd., Suite 300

Mayfield Heights, OH 44124

If a Corporation, Incorporated in the State of: Ohio; County or Parish of: Cuyahoga

☐ 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: Rosefield Operating Company, LLC

Mailing Address: 2103 Research Forest Drive, Suite 300 The Woodlands, Texas 77380

Schedule A, the lease/RUE/ROW covered by this bond, is composed of: (add legal description)

☒ Check here if additional information is on attached sheet.

The following lease/RUE/ROW: G29525 (see attached schedule 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 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:

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:

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

Evergreen National Indemnity Company

Name of Surety

Signature of Person Executing for Surety

Hilarie D Frankenberry, Attorney-in-Fact

Name and Title (typed or printed)  
6140 Parkland Blvd., Suite 300

Business Address

Mayfield Heights, OH 44124

Business Address

Rosefield Operating Company, LLC

Name of Principal

Signature of Person Executing for Principal

Christopher A. Capsimalis Chief Executive Officer

Name and Title (typed or printed)

2103 Reserach Forest Drive, Suite 300

Business Address

The Woodlands, Texas 77380

Business Address

Signed on this 16th day of July, 2021, in the State of Ohio/Texas, in the presence of:

Signature of Witness

Patricia Temple

Name (typed or printed)

6140 Parkland Blvd., Suite 300

Address

Mayfield Heights, OH 44124

Address

Signature of Witness

SCOTT BROEKSTRA

Name (typed or printed)

2103 Research Forest Drive, Suite 300

Address

The Woodlands, Texas 77380

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.

**BOEM-2028A (January 2020)**

Previous Editions are Obsolete.

**Principal: Rosefield Operating Company, LLC**

**Surety: Evergreen National Indemnity Company**

**Bond # 872070**

#### **SCHEDULE A**

**The following lease/RUE/ROW:**

**Pipeline Right-of-way (ROW) OCS-G 29525 is a 200-foot wide and approximately 6.23 miles (32,918') long corridor associated with the 8-inch Pipeline Segment No. (PSN) 20678. The purpose of pipeline ROW OCS-G29525 is to maintain and operate PSN 20678 and to transport oil from Platform A in Block A 571, through Block 548 to a 10-inch subsea tie-in in Block A 547, all in High Island Area.**

# EVERGREEN NATIONAL INDEMNITY COMPANY

MAYFIELD HEIGHTS, OH

## POWER OF ATTORNEY

POWER NO. 872070

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: \*\*\* **Hilarie D Frankenberry** \*\*\*

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 **Six Hundred Fifty Two Thousand Five Hundred Thirty Four and 00/100 Dollars (\$652,534.00)**. 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 June, 2017.

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 June, 2017, 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.



PENNY M HAMM  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
04-04-2022

Penny M. Hamm, Notary Public  
My Commission Expires April 4, 2022

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 Mayfield Hts, Ohio this 16th day of July 2021



Wan C. Collier, Secretary



**J. ROBERT WOOLEY**

ACTING COMMISSIONER OF INSURANCE

**CERTIFICATE OF AUTHORITY**

Whereas, the Evergreen National Indemnity Company

Located at Ohio

has applied for a certificate of authority and made the filings required of such Insurer.

Therefore, I, J. Robert Wooley, the undersigned Acting Commissioner of Insurance, do hereby certify that

the said Evergreen National Indemnity Company

Is authorized to transact its appropriate business of

*Liability  
Burglary and Forgery  
Steam Boiler and Sprinkler Leakage*

*Workmen's Compensation  
Fidelity and Surety  
Fire and Extended Coverage*

Insurance in this State, in accordance with the laws thereof. This certificate shall remain in effect until cancelled, suspended, revoked or the renewal thereof refused.

Amended C of A – Original Issued 07-23-1985

In Testimony Whereof, I hereunto subscribe my name, and affix

the seal of my office at Baton Rouge this 25<sup>th</sup>

day of September A.D. 2002

J. Robert Wooley  
Acting Commissioner of Insurance







## Evergreen National Indemnity Company

### Certificate

2020

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

#### Statement of Income

Direct Written Premium	35,895,192
Reinsurance Assumed	2,259,989
Reinsurance Ceded	(20,456,657)
Net Written Premium	17,698,524
Change in Unearned	823,527
Net Earned Premium	18,522,051
Losses & LAE Incurred	4,374,692
Net Commission Expense	6,753,389
Other Expenses	3,648,888
Underwriting Gain/ (Loss)	3,745,082
Net Investment Income	1,672,329
Net Realized Capital Gains (Loss)	(542,817)
Other Income/ (Expense)	27,081
Income Before FIT	4,901,675
Federal Income Tax	1,114,489
Net Income	3,787,186

#### Balance Sheet

<u>Assets</u>	
Invested Assets	57,481,182
Uncollected premium and agents' balances	994,006
Reinsurance Recoverable	224,597
Other Assets	282,932
Total Assets	58,982,717
<u>Liabilities &amp; Surplus</u>	
Unearned Premium Reserve	7,785,732
Loss & LAE Reserves	6,556,937
Ceded Reinsurance Payable	2,494,525
Other Liabilities	3,942,746
Total Liabilities	20,779,940
Surplus	38,202,777
Total Liabilities & Surplus	58,982,717

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2020.

  
David A. Canzone, Treasurer