

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. N-8100068 April 26, 2024

W & T Offshore, Inc. c/o McGriff 10100 Katy Freeway, Suite 400 Houston, TX 77043 Attn: Melanie Salinas

Dear Ms. Salinas:

Your letter dated April 25, 2024, submitting Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental Bond No. N-8100068, in the amount of \$413,944, was received by our office on that same date. This bond, conditioned to cover Right-of-Way OCS-G 29744, was executed on April 4, 2024, with W&T Offshore, Inc. as principal and Indemnity National Insurance 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, April 25, 2024.

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

Sincerely,

BRIDGETTE Digitally signed by BRIDGETTE DUPLANTIS
DUPLANTIS Date: 2024.04.26
09:23:01 -05'00'

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

cc: Todd Grabois (<u>tgrabois@wtoffshore.com</u>)
Ashley Koletar (<u>akoletar@mcgriff.com</u>)



RECEIVED

April 25, 2024

Leasing & Financial Responsibility Section

April 25, 2024

Via email transmission (boemGOMRfinancialassurance@boem.gov)

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

RE: Filing of New Bond Submission

Bond No. N-8100068 OCS-G 29744

Dear Sir or Madam:

Attached please find the fully executed Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental Pipeline ROW Bond, Bond No. N-8100068, in the amount of \$413,944.00 conditioned to cover OCS ROW No. OCS-G 29744, associated with Pipeline Segment No. 20033 executed on April 4, 2024 posted in favor of the Bureau of Ocean Energy Management (BOEM) with W&T Offshore, Inc., as Principal, and Indemnity National Insurance Company, as Surety.

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 LLC (broker and surety): akoletar@mcgriff.com

Thank you for your consideration, and if you have any questions, please feel free to contact Ashley Koletar at (713) 906-3013 or by the above stated email address.

Sincerely,

Melanie Salinas Attorney-In-Fact

Power of Attorney

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 20th day of August, 2021.



Indemnity National Insurance Company

Thomas F. Elkins, President

State of Kentucky County of Fayette

CERTIFICATE

On this 20th day of August, 2021, 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.



My Commission Expires 09/26/2025 Notary ID Number: KYNP34336

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 25th day of April , 20 24



James E. Hart, Secretary



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

Form BOEM-2028A

This form dated March 2023 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 50 Anchorage AK 99503-5820 Alas

RECEIVED

Bureau of Ocean Energy Manage Pacific OCS Office 760 Paseo Camarillo, Suite 102 Camarillo CA 93010 Lease Management

April 25, 2024

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.

OMB Control No.: 1010-0006

Expiration Date: 03/31/2026

U.S. DEPARTMENT OF THE INTERIOR

Bureau of Ocean Energy Management

Bond No. N-8100068	OCS Lease/RUE/ROW No. OCS-G 29744
Bond Tyne Supplemental	Amount \$ 413,944.00

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

16		Surety is the entity Guaranteeing Performance	
	demnity National Insura	ice Company	<u>-</u> ,
Mailing Address: 2			-
	Franklin, TN 37064		
If a Corporation, In	corporated in the State of:	Mississippi ; County or Parish of	Williamson
Check here if Suret	y is certified by U.S. Treasury	as an acceptable surety on Federal Bonds and listed	in the current U.S. Treasury Circular No. 570.
		Lessee or Designated Operator for Whom the	Bond is Issued.
Name of Principal:	W&T Offshore, Inc.		
		Suite 700, Houston, TX 77057	
Schedule A, the lea	se/RUE/ROW covered by t	his bond, is composed of: (add legal description	n)
	dditional information is on		
The following lease	/RUE/ROW: A Pipeline F	Right-of-Way (ROW), 200 feet in width, and	approximately 0.85 miles
(4,513 feet) in le	ngth associated with the	existing 4" gas pipeline Segment No. (PSN	1) 20033.
Obligations: (Check No Obligations of All Obligations of liability of this bon All Obligations of All Obligations of the All Obligations	k one) other than the Obligations of all previous Sureties or g d. of all previous Sureties or g	during the period of liability of this bond, the Sifthe Principal during the period of liability of the parantors even if the Obligations are not Obligations or limitations (use an attached rider).	his bond. ations of the Principal during the period of
Definitions	as an approved record title	ntity holding an interest in the oil & gas lease is owner of all or a portion of the lease, (2) as ar	approved operating rights owner of all or
For the purposes		3) as a designated operator or designated agent	
of this document:	owner of all or a portion of	roved record title owner of all or a portion of the lease.	e lease or an approved operating rights
		ny obligation arising from any regulations of th	e Department of the Interior or any
		ined, or approved under the OCS Lands Act (4.	
		ndividually or collectively any lease, operating compensatory royalty agreement, transfer of or	
		Principal has the right, privilege, or license to	
	A Person includes an indi-	ridual, a public or private entity, a State, a politic	al subdivision of a State, any association of
		States, or subdivisions of States, or a government	
		the information above is correct and agrees operating rights owners, and operators will ful	
		were the sole lessee for the lease/RUE/ROW in	
		e information above is correct and agrees to	
1. The Surety doe	es hereby absolutely and un	conditionally bind itself to the United States of	America acting through and by the
		OEM), 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.

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

BOEM-2028A (March 2023) Previous Editions are Obsolete.

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

- The Surety waives any right of notice of this bond taking effect and agrees that this bond will take effect upon delivery to BOEM.
- 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.
- 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.
- 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.
- 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
- 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.

corporation executing this bond as Surety and the Principal, if a corporation, must affix their corporate seals.

Indemnity National Insurance Company	W&T Offshore, Inc.
Name of Surety	SEAL Name of Principal
Signature of Person Executing for Surety	Signature of Person Executing for Principal
Melanie Salinas, Attorney-In-Fact	Tracy W. Krohn, Chief Executive Office
Name and Title (typed or printed)	Name and Title (typed or printed) 5718 Westheimer Road,
238 Bedford Way	Suite 700
Business Address	Business Address
Franklin, TN 37064	Houston, TX 77057
Business Address	Business Address
Signed on this 4th day of April	, 20 24 , in the State of Texas , in the presence of:
Olivary 1960	Ciel
Signature of Witness	Signature of Witness
Heather Noles, Witness	1200 (abois
Name (typed or printed)	Name (typed or printed)
10100 Katy Freeway, Suite 400	5718 Westheimer Road, Suite 700
Address	Address
	Houston, TX 77057
Houston, TX 77043	

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Schedule A to Bond No. N-8100068

A Pipeline Right-of-Way (ROW), 200 feet in width, and approximately 0.85 miles (4,513 feet) in length associated with the existing 4" gas pipeline Segment No. (PSN) 20033 for the purpose of transporting separated and measured gas from Platform B to a subsea tie-in point on Transcontinental Gas Pipeline's 24" Gas/Condensate pipeline (PSN 7410), all being located in Ship Shoal Block 233.

Indemnity National Insurance Company

By: M. daniesalinas

Melanie Salinas, Attorney-in-Fact April 4, 2024

Power of Attorney

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 20th day of August, 2021.

SEAL 1993

Indemnity National Insurance Company

Thomas F. Elkins, President

State of Kentucky County of Fayette

On this 20th day of August, 2021, 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.



My Commission Expires 09/26/2025 Notary ID Number: KYNP34336

By Leleorah a. Marg Notary Public

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 4th day of April , 20 24



James E. Hart, Secretary

