

# 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. SBP150014\_048

December 17, 2024

Bandon Oil and Gas, LP c/o McGriff 10100 Katy Freeway, Suite 400 Houston, TX 77043 Attn: Ashley Koletar

Dear Ms. Koletar:

Your letter dated December 2, 2024, requesting termination of the period of liability of Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond No. SBP150014\_048, in the amount of \$300,000, was received by our office on that same date. This bond, conditioned to cover the principal's pipeline operations in the Gulf of Mexico, was executed on May 15, 2024, with Bandon Oil and Gas, LP as principal and Pennsylvania Insurance Company as surety.

The Bureau of Ocean Energy Management has no objection to termination of Bond No. SBP150014\_048. The period of liability is considered to have terminated effective December 10, 2025, the date of final concurrence with the termination, except as to any liability which may have accrued prior to that date.

Notwithstanding the fact that the period of liability under the above-described bond has terminated, the bond cannot be cancelled until seven years after the termination of the lease, six years after completion of all bonded obligations, or at the conclusion of any appeals or litigation related to your bonded obligations, whichever is the latest. When these requirements have been met you may submit a written cancellation request.

Please note that during the aforementioned period, to cover actual or potential outstanding obligations associated with the herein identified lease, you may provide acceptable security, pledged collateral or another corporate surety bond to the Bureau of Ocean Energy Management in lieu of the above-described surety.

If you require further assistance, please contact Kathleen Lee at (504) 736-5774 or <u>boemgomrfinancialassurance@boem.gov</u>.



Bernadette Thomas Regional Supervisor Leasing and Plans

cc: Natalye James (Natalye.James@talosenergy.com) Ashley Koletar (akoletar@mcgriff.com)



## RECEIVED

**December 2, 2024** 

Leasing & Financial Responsibility Section

## December 2, 2024

via email transmission (boemGOMRfinancialassurance@boem.gov)

Bureau of Ocean Energy Management Attn: Leasing & Financial Responsibility Section 1201 Elmwood Park Blvd., Mail Stop GM 266A New Orleans, Louisiana 70123-2394

### Re: Cancellation of General Areawide ROW bond SBP150014\_048

Dear Sir or Madam:

We hereby request Bureau of Ocean Energy Management ("BOEM") to terminate Areawide ROW bond SBP150014\_048.

## **Current Bond:**

Principal	Surety	Bond No.	Bond Amoun t	Bond Type
Bandon Oil and Gas, LP	Pennsylvania Insurance Company	SBP150014_048	\$300,000	General Areawide ROW Bond

Please email the referenced contact below the release letter.

Ashley Koletar, McGriff: akoletar@mcgriff.com

Thank you for your consideration in this regard. Should you have any questions, please contact the undersigned at (713) 906-3013 or at the above-stated email address.

Sincerely,

Ashley Koletar

Ashley Koletar

#### California Insurance Company ' Continental Indemnity Company · Illinois Insurance Company ' Pennsylvania Insurance Company

10805 Old Mill Road - Omaha, Nebraska 68154

## POWER OF ATTORNEY NO. MGFHOU01\_0323

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and

having their principal office in the County of Santa Fe, New Mexico does herby nominate, constitute and appoint:

Ashley Koletar, Joseph R. Aulbert, Marc W. Boots, Maria D. Zuniga, Richard Covington, Ryan Varela, Vickie Lacy, Dylan Young, Stephanie Moore Harold, Melanie Salinas

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

"RESOLVED. That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts ofsuretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company, Illinois Insurance Company, Pennsylvania Insurance Company

B Jeffrey A. Silver, Secretary

#### STATE OF NEBRASKA COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 20 23, before mea Notary Public of the Sate of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the 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 his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors 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 the County of Do Heres, the day and year fist above written.



(Notary Public)

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do herby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.



OMB Control No.: 1010-0006 Expiration Date: 3/31/2026

## Cover Page OUTER CONTINENTAL SHELF PIPELINE RIGHT-OF-WAY GRANT BOND

## Form BOEM-2030

This form dated March 2023 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** 

May 16, 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 3 hours 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.

BOEM-2030 (March 2023) Previous Editions are Obsolete. PAGE 1 OF 4

# U.S. Department of the Interior Bureau of Ocean Energy Management

	<b>OUTER CONTINENTAL SHELF (OCS) PIPELINE RIGHT-OF-WAY GRANT BOND</b>	)
Bond No .:	SBP150014 048	

Bond Type: 🗷 Ar	ea Wide  Additional Security (Check One) Area/ROW #: Amount: \$300,000.00					
	The <b>Surety</b> is the Company Guaranteeing Performance.					
Name of Surety:	Pennsylvania Insurance Company					
Mailing Address:	P.O. Box 3646					
	Omaha, NE 68103-0646					
If a Corporation, In	If a Corporation, Incorporated in the State of: New Mexico ; County or Parish of: Santa Fe					
Check here if Sur	ety 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	Bandon Oil and Gas, LP					
Mailing Address:	2000 West Sam Houston Parkway South, Suite 1200					
	Houston, TX 77042					
	CS 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 (	Deligations of the Principal during the period of liability of this bond or additional security*, the Surety also accepts					
	gations (check one):					
All Obligations	of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period of					
indoning of this	bond or additional security*. of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period of					
	and or additional security* with the following exceptions or limitations (use an attached sheet if needed):					
Definitions	An <b>Obligation</b> includes any obligation arising from any regulations of the Department of the Interior or any					
Dermitions	Instrument issued, maintained, or approved under the OCS Lands Act, 43 USC 1331 et seq.					
For the purposes	An <b>Instrument</b> includes any pipeline ROW grant, whereunder the Principal has the right, privilege, or license to conduct pipeline operations on the OCS.					
of this document:	A <b>Person</b> 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.					
	the Principal verifies that the information above is correct and agrees to the following:					
	gent on behalf of the pipeline ROW grant holder will fulfill all Obligations for the entire pipeline ROW grant and to					
area designated in	though the Principal were the sole pipeline ROW grant holder for all pipeline ROW grants in Schedule A within an Schedule A.					
	the Surety verifies that the information above is correct and agrees to the following:					
	y does hereby absolutely and unconditionally bind itself to the United States of America acting through and by the					
	f 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						
	s 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*.					
	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 terminat of liability of this bond or additional security*.						

OMB Control No.: 1010-0006 Expiration Date: 3/31/2026

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

- 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

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

Pennsylvania Insurance Company	Bandon Oil and Gas, LP
Name of Surety	Name of Principal
Willalia the	John & S=
Signature of Person Executing for Surety	Signature of Person Executing for Principal
Richard Covington, Attorney-in-Fact	John H. Smith, Vice President
Name and title typed or printed	Name and title typed or printed
P.O. Box 3646	2000 West Sam Houston Parkway South Suite 1200
Business Address	Business Address
Omaha, NE 68103	Houston, TX 77042
Business Address	Business Address
Signed on this <u>15th</u> day of <u>May</u>	, 20_24, in the State of, in the presence of:
Signature of Witness	Matauje James Signature of Witness
Namesia Anderson, Witness	Natalve James
Name typed or printed	Name typed or printed
10100 Katy Freeway, Suite 400	333 CLAN Street, Suite 3300 Address
C Houston, JX. 7.7.043	HOUSTON, DX 17002
	ach a corporate resolution and power of attorney stating his or her authority to undertake
	orate board of directors and the laws of the state of incorporation. The corporation ight-of-way grant holder, if a corporation, must affix their corporate seals.
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**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 3 hours 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.

#### California Insurance Company ' Continental Indemnity Company ' Illinois Insurance Company ' Pennsylvania Insurance Company

10805 Old Mill Road · Omaha. Nebraska 68154

#### POWER OF ATTORNEY NO. MGFHOU01\_0323

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and

having their principal office in the County of Santa Fe, New Mexico does herby nominate, constitute and appoint:

Ashley Koletar, Heather Noles, Joseph R. Aulbert, Marc W. Boots, Maria D. Zuniga, Richard Covington, Ryan Varela, Vickie Lacy, Dylan Young, Stephanie Moore Harold, Melanie Salinas

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts ofsuretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

> California Insurance Company, Continental Indemnity Company, Illinois Insurance Company, Pennsylvania Insurance Company

BN Jeffrey A. Silver, Secretary

## STATE OF NEBRASKA

COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 20 23, before mea Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the 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 his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors 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 the County of Do Helas, the day and year figt above written.

**GENERAL NOTARY - State of Nebraska** LINDA S. DAVIS My Comm. Exp. September 1, 2027

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do herby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seat of said Company, on the 15th day of May , 20 24 Jeffrey A. Silver, Secretary