

# **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. 612403086 March 5, 2025

OGOG (K2) Inc. 251 Little Falls Drive Wilmington, DE 19808 Attn: Alastair McGregor

Dear Mr. McGregor:

Your letter dated February 27, 2025, requesting termination of the period of liability and cancellation of Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond No. 612403086, in the amount of \$500,000, was received by our office on February 28, 2025. This bond, conditioned to cover Lease OCS-G 21807, all of Block 606, Green Canyon, was executed on September 30, 2021, with OGOG (GOM 1) Inc. as principal and United States Fire Insurance Company as surety.

Attached to and forming a part of Bond No. 612403086, is Bond Rider No. 1, executed on July 26, 2022, which changes the name of the principal from OGOG (GOM 1) Inc. to OGOG (K2) Inc. The rider is effective July 14, 2022.

The Bureau of Ocean Energy Management has no objection to termination of Bond No. 612403086. The period of liability is considered to have terminated effective February 28, 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 boemgulffinancialassurance@boem.gov.

Sincerely,

BERNADET Digitally signed by BERNADETTE THOMAS
TE THOMAS Date: 2025.03.05
08:13:14 -06'00'

Bernadette Thomas Regional Supervisor Leasing and Plans

cc: John Hohlt (john.hohlt@cacgroup.com)

Senia Hernandez (Senia.Hernandez@cacgroup.com)
Marco Argentieri (marco.argentieri@og-oilgas.com)
Lindsey M. Johnson (ljohnson@loopergoodwine.com)
Paul J. Goodwine (pgoodwine@loopergoodwine.com)

# February 28, 2025

Leasing & Financial Responsibility Section



# OGOG (K2) INC.

February 27, 2025

# VIA EMAIL (BOEMGOMRFINANCIALASSURANCE@BOEM.GOV)

Bureau of Ocean and Energy Management Attn: Leasing and Financial Responsibility New Orleans Office 1201 Elmwood Park Blvd. New Orleans. Louisiana 70123-2394

Re: Cancellation of Outer Continental Shelf (OCS) Mineral Lessee's or Operator's

Bond No. 612403086 Covering Lease No. OCS-G 21807

#### Dear BOEM:

Please let this letter serve as OGOG (K2) Inc.'s (formerly OGOG (GOM 1) Inc.) (GOM No. 03614) request for cancellation of Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond No. 612403086 covering Lease No. OCS-G 21807, All of Block 606, Green Canyon (the "Lease"), which was issued by United States Fire Insurance Company as Surety, dated September 30, 2021 and in the amount of \$500,000.00 (the "Bond"). A copy of the Bond is enclosed for your reference.

As reflected in BOEM/BSEE's records, there are several area-wide bonds currently supporting the Lease and the obligations associated therewith, namely the following:

- Outer Continental Shelf (OCS) Mineral Lessee's or Operators Bond No. 22015867, in the amount of \$3,000,000.00, effective as of July 11, 2005, with Anadarko Petroleum Corporation as principal and Liberty Mutual Insurance Company as surety, conditioned to cover principal's leasehold interests held now or hereafter in the Gulf of Mexico.<sup>1</sup>
- Outer Continental Shelf (OCS) Mineral Lessee's or Operators Bond No. 2971100-2657, in the amount of \$3,000,000.00, effective as of September 15, 1997, with Anadarko US Offshore LLC as principal and Safeco Insurance Company of America as surety, conditioned to cover principal's leasehold interests held now or hereafter in the Gulf of Mexico.<sup>2</sup>

<sup>1</sup> Anadarko Petroleum Corporation is currently designated operator for the Lease.

<sup>&</sup>lt;sup>2</sup> Bond Rider No. 6, effective as of December 26, 2015, changed the name of the principal from Anadarko US Offshore Corporation to Anadarko US Offshore LLC. Anadarko US Offshore LLC is a record title holder in the Lease. There is no severance of operating rights from record title associated with the Lease.

BOEM Leasing and Financial Responsibility Bond Cancellation Request (612403086) February 27, 2025 Page 2 of 2

Outer Continental Shelf (OCS) Mineral Lessee's or Operators Bond No. RLB0015613, in the amount of \$3,000,000.00, effective as of May 16, 2014, with JX Nippon Oil Exploration (U.S.A.) Limited as principal and RLI Insurance Company of America as surety, conditioned to cover principal's leasehold interest held now or hereafter in the Gulf of Mexico.<sup>3</sup>

Pursuant to applicable regulations, OGOG (K2) Inc.'s bonding obligation was previously satisfied by issuance of the area-wide bonds identified above, such that issuance of the Bond was not required. See 30 C.F.R. § 556.900(c).

Accordingly, OGOG (K2) Inc. requests written cancellation of Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond No. 612403086 terminating the period of liability of the Bond and cancelling the Bond without residual liability.

Should you have any questions or wish to further discuss, please do not hesitate to contact Lindsey Johnson, at (504) 503-1505 or <a href="mailto:ljohnson@loopergoodwine.com">ljohnson@loopergoodwine.com</a>, or the undersigned. Otherwise, please provide OGOG (K2) Inc. with written cancellation of the Bond at your earliest convenience.

Sincerely,

OGOG (K2) Inc.

Alastair McGregor

President

Enclosures (1)

ce: John Hohlt (john.hohlt@cacgroup.com)

Senia Hernandez (Senia.Hernandez@cacgroup.com)

Marco Argentieri (marco.argentieri@og-oilgas.com)

Lindsey M. Johnson (ljohnson@loopergoodwine.com)

Paul J. Goodwine (pgoodwine@loopergoodwine.com)

<sup>&</sup>lt;sup>3</sup> JX Nippon Oil Exploration (U.S.A.) Limited is a record title holder in the Lease.



Marco Argentieri
Vice President, Treasurer,
Secretary and Director
251 Little Falls Drive
Wilmington, DE 19808
marco.argentieri@og-oilgas.com

September 30, 2021

Bureau of Ocean and Energy Management
New Orleans Office
1201 Elmwood Park Blvd.
New Orleans, LA 70123-2394
Leasing and Financial Responsibility – Mail Stop GM 266A

RE: New bond submission

Included in this delivery you will find a new bond submission.

**Bond Type:** Lease Specific – Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond (BOEM-2028 form)

**Bond Number:** 612403086 **Penalty Amount:** \$500,000.00

Area/property covered: OCS-G21807 - All of Block 606, Green Canyon, as shown on OCS

Official Protraction Diagram, NG15-03.

Principal:
OGOG (GOM 1) Inc.
251 Little Falls Drive
Wilmington, Delaware 19808

Surety: United States Fire Insurance Company 305 Madison Ave. Morristown, NJ 07960

Point of contact during review: Marco Argentieri – marco.argentieri@og-oilgas.com

Principal contact: Cecilia Wang – cecilia.wang@og-oilgas.com Broker contact: John Hohlt – john.hohlt@cacspecialty.com Surety contact: Hilary Killian – hilary.killian@amyntagroup.com

Please feel free to contact us should any questions arise or if I can be of further assistance.

Sincerely,

Marco Argentieri

Vice President, Treasurer, Secretary and Director

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

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

# Form BOEM-2028

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

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

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

Rureau of Ocean Energy Management

Bond No.	612403086	Lease No.	OCS-G21807
Bond Type	Lease Specific	Amount_\$	500,000.00

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

	The Surety is the entity Guaranteeing Performance.				
Name of Surety: United States Fire Insurance Company					
Mailing Address: 305 Madison Ave.					
	Morristown, NJ 07960				
If a Corporation, In	corporated in the State of: Delaware ; County or Parish of:	New Castle			
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,			
	The Principal is the Lessee or Designated Operator for Whom the B	ond is Issued.			
Name of Principal:	OGOG (GOM 1) Inc.				
Mailing Address: 251 Little Falls Drive					
	Wilmington, Delaware 19808				
Schedule A, the region or leases covered by this bond, is composed of: (Check one and add legal description)  The following region:					
The following lea	se(s): All of Block 606, Green Canyon, as shown on OCS Official Pr	otraction Diagram, NG15-03.			
	Check here if additional lease information is continued on attached				
	bligations of the Principal during the period of liability of this bond, the Sur	ety also accepts the following			
Obligations: (Chec	cone; other than the Obligations of the Principal during the period of liability of th	is hond			
	of all previous Sureties or guarantors even if the Obligations are not Obligat				
of liability of thi					
	of all previous Sureties or guarantors even if the Obligations are not Obligat should be bound with the following exceptions or limitations (use an attached rider).	ions of the Principal during the period			
of hability of the	s bond with the tonowing exceptions of infinitations (use all attached fider).				
Definitions	A Principal includes an entity holding an interest in the oil & gas lease in				
	as an approved record title owner of all or a portion of the lease, (2) as an a	approved operating rights owner of all or			
For the purposes of this document:	a portion of the lease, or (3) as a designated operator or designated agent in A Lessee includes an approved record title owner of all or a portion of the				
of this document:	owner of all or a portion of the lease.	lease or an approved operating rights			
	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				
	An Instrument includes individually or collectively any lease, operating a				
	agent, storage agreement, compensatory royalty agreement, transfer of ope easement, whereunder the Principal has the right, privilege, or license to co				
	A <b>Person</b> includes an individual, a public or private entity, a State, a political				
	individuals, corporations, States, or subdivisions of States, or a government ag				
By signing below,	the Principal verifies that the information above is correct and agrees to				
Unless as otherwise indicated on Schedule A, the Principal will fulfill all Obligations for the entire leasehold and to the same					
extent as though the Principal were the sole lessee for all leases in Schedule A or for all leases for which the Principal has an					
	egion 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,					
	ance of all present and future Obligations.	ceretary of the interior for this purpose,			
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 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

**BOEM-2028 (January 2020)** 

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 guaranters 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.

United States Fire Insurance Company	OGOG (GOM 1) Inc.	
Name of Surety	Name of Pringpal	
Turnelle		
Signature of Person Executing for Surety	Signature of Person Executing for Principal Marco Argentieri, Vice President,	
Jack Meikle, Attorney-in-Fact	Treasurer, Secretary and Director	
Name and Title (typed or printed)	Name and Title (typed or printed)	
305 Madison Ave.	251 Little Falls Drive	
Business Address	Business Address	
Morristown, NJ 07960	Wilmington, Delaware 19808	
Business Address	Business Address	
Signed on this 30th day of September	, 2021 , in the State of Texas , in the presence of:	
Signature of Witness	Signature of Witness	
Senia Hernandez	Cecilia Wang	
Name (typed or printed)	Name (typed or printed)	
2121 Sage Road, Suite 145	1250 Broadway, 25th floor	
Address	Address	
Houston, TX 77056	New York, NY 10001	
Address  Note: The person executing for the Surety must att	Address ach a comprate 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.

#### POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: Joshua B. Kirklin; H. Grantland Rice, III; Robert Plumb; Jack Meikle each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: One Hundred Twenty Five Million Eight Hundred Dollars (\$125,800,000)

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 11<sup>th</sup> day of March, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 11th day of March 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES 3/25/2024

Sonia Scala, (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 30th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

The state of the s

Daniel Sussman, Senior Vice President

Camel Susman

\*For verification of the authenticity of the Power of Attorney, please contact Pat Taber at 860-956-3424 or email: <a href="mailto:SuretyInquiries@amyntagroup.com">SuretyInquiries@amyntagroup.com</a>