

SURETY BOND

**CERTIFICATION OF OIL SPILL FINANCIAL RESPONSIBILITY
IN ACCORDANCE WITH THE REQUIREMENTS OF THE OIL POLLUTION ACT OF 1990**
(TYPE OR PRINT ALL INFORMATION EXCEPT SIGNATURES)

1. Designated Applicant: _____
COMPANY LEGAL NAME BOEM COMPANY NUMBER

2. Surety Company Bond Number: _____

3. The Designated Applicant and Responsible Parties, identified in form(s) BOEM-1017 on file or attached, and _____, a company created under the laws of _____, and _____, authorized to do business in the United States, as Surety (hereinafter called Surety), are held and firmly bound unto the United States of America and other claimants for damages and removal cost liability under the Oil Pollution Act of 1990, 33 U.S.C. § 2701 *et seq.* (hereinafter called Act), in the sum of \$ _____, for which payment, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, under the terms and conditions of Part 553 of Title 30 of the Code of Federal Regulations. This bond is hereby provided on behalf of the Responsible Parties to comply with the requirements of 33 U.S.C. § 2716(c) and is offered to satisfy any claim made under OPA.

4. The liability of the Surety will not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments will amount in the aggregate to the penalty of the bond. In no event will the Surety's obligation hereunder exceed the amount of the penalty, provided the Surety furnishes timely written notice to the Bureau of Ocean Energy Management (BOEM) oil spill financial responsibility (OSRP) program of all claims filed, judgments rendered, and payments made by the Surety under this bond.

5. This bond is effective the _____ day of _____, _____, 12:01 a.m., Eastern Standard Time
NUMBER MONTH YEAR

as stated herein and will continue in force until terminated as hereinafter provided. The Surety may at any time terminate this bond by written notice of intent to cancel sent by certified mail to the Designated Applicant with copies (plainly indicating the original notice was sent by certified mail) to all Responsible Parties and to the BOEM oil spill financial responsibility program by certified mail. This surety bond will remain in force and the undersigned will remain liable until termination on the earlier of: (1) thirty calendar days after BOEM and the Designated Applicant receive a notification of an intent to cancel this Surety Bond; (2) BOEM receives other acceptable OSFR evidence from the Designated Applicant; or (3) all the COFs to which this Surety Bond applies have been permanently abandoned either in compliance with 30 CFR part 250 or equivalent state requirements. The Surety will not be liable in connection with an incident occurring after the termination of this bond as herein provided; but termination will not affect the liability of the Surety in connection with an incident occurring before the termination becomes effective.

6. The undersigned agree that any suit or claim for which the Responsible Parties identified in form(s) BOEM-1017, on file or attached, represented by the aforementioned Designated Applicant may be liable under Title I of the Act may be brought directly against the Surety for claims up to the amount of the penalty asserted by the U.S. government or by other claimants when a Responsible Party denies or fails to pay a claim on the basis of insolvency or a Responsible Party has petitioned for bankruptcy under Title 11 of the U.S. Code.

7. The undersigned further agrees not to use any defense except those that would be available to a Responsible Party for whom the Surety was provided or that the incident leading to the claim for removal costs or damages was caused by willful misconduct of a Responsible Party covered by this Surety Bond.

- 8. The undersigned further agrees that the Responsible Party, pursuant to the requirements of 30 CFR 553.15, will notify the BOEM oil spill financial responsibility program in the event the Responsible Party is no longer able to maintain evidence of oil spill financial responsibility to the extent stated in section 3 above.
- 9. The Designated Applicant must, no later than the first calendar day of the fifth month after the close of your Financial Guarantor's fiscal year or termination if earlier, submit either a renewal of this Surety Bond or other acceptable evidence of financial responsibility.
- 10. In witness whereof, the Designated Applicant and the Surety have executed this instrument on the _____ day of _____, _____.

MONTH
YEAR

Designated Applicant:

 SIGNATURE OF AUTHORIZED REPRESENTATIVE

 NAME OF AUTHORIZED REPRESENTATIVE

 TITLE OF AUTHORIZED REPRESENTATIVE

Surety:

 COMPANY NAME

 ADDRESS

 CITY STATE ZIP CODE

 SIGNATURE OF AUTHORIZED REPRESENTATIVE

 NAME OF AUTHORIZED REPRESENTATIVE

 TITLE OF AUTHORIZED REPRESENTATIVE