

**FINANCIAL GUARANTEE**

**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. The Responsible Parties, identified in form(s) BOEM-1017 on file or attached, and \_\_\_\_\_,  
NAME OF ENTITY  
a \_\_\_\_\_ created under the laws of \_\_\_\_\_,  
TYPE OF ENTITY STATE

and authorized to do business in the United States, as Guarantor, (hereinafter called Guarantor), agree to be jointly and severally liable to the United States of America and other claimants for damages and removal costs under the Oil Pollution Act of 1990, as amended, 33 U.S.C. § 2701 *et seq.* (hereinafter called OPA), in the sum indicated in section 4, for which payment our heirs, executors, administrators, successors, and assigns will also be liable, under the terms and conditions of Title 30 part 553 of the Code of Federal Regulations (CFR).

This Guarantee 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.

3. For the purpose of this application, the undersigned is acting in the capacity of a Financial Guarantor in accordance with the requirements of 30 CFR 553.32.

4. The amount of coverage for which evidence of oil spill financial responsibility (OSFR) is being established is:

\$
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5. This coverage is effective: \_\_\_\_\_ and expires on the first calendar day of the fifth month after the  
DATE  
close of the Financial Guarantor's fiscal year, which ends: \_\_\_\_\_.

6. The Financial Guarantor may at any time give notice of intent to cancel this Guarantee by written notice 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 instrument will remain in force and the undersigned will remain liable until the expiration date above or until the earlier of: (1) thirty calendar days after Bureau of Ocean Energy Management (BOEM) and the Designated Applicant receive from the instrument issuer a notification of intent to cancel; (2) BOEM receives other acceptable OSFR evidence from your Designated Applicant; or (3) all the COFs to which the instrument applies are permanently abandoned in compliance with 30 CFR Part 250 or equivalent state requirements. The undersigned agrees that termination of this instrument will not affect the liability of the Financial Guarantor for claims arising from an incident (i.e., oil discharge or substantial threat of the discharge of oil) that occurs on or before the effective date of termination of this Guarantee.

The undersigned agrees that any suit or claim for which any 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 Financial Guarantor for claims up to the amount of the penalty asserted by the U.S. government or 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.

The undersigned further agrees not to use any defenses except those that would be available to a Responsible Party for whom the Guarantee was provided or that the incident (i.e., oil discharge or a substantial threat of the discharge of oil) leading to the claim for removal costs or damages was caused by willful misconduct of a Responsible Party for whom the Designated Applicant demonstrated OSFR.

**7. Financial Guarantor providing evidence of oil spill financial responsibility in the form of a Guarantee.**

_____ COMPANY LEGAL NAME		_____ BOEM COMPANY NUMBER
_____ ADDRESS		
_____ CITY	_____ STATE	_____ ZIP CODE
_____ CONTACT PERSON FOR CLAIMS		_____ CONTACT PERSON'S TITLE
_____ AREA CODE AND TELEPHONE NUMBER	_____ AREA CODE AND FAX NUMBER	_____ E-MAIL ADDRESS

**8.** The undersigned, as an Authorized Representative of the above-named Financial Guarantor, certifies on behalf of the Financial Guarantor that the requirements set forth in 30 CFR Part 553, and specifically §§ 553.20, 553.23-28, 553.30 and 553.40 have been met, and further agrees that, the Financial Guarantor, pursuant to the requirements of 30 CFR 553.15, will notify the BOEM oil spill financial responsibility program in the event that the Financial Guarantor is no longer able to maintain evidence of oil spill financial responsibility to the extent stated in section 4 above.

**9. The Financial Guarantor's U.S. Agent for Service of Process is:**

_____ NAME		_____ BOEM COMPANY NUMBER
_____ ADDRESS		
_____ CITY	_____ STATE	_____ ZIP CODE
_____ AREA CODE AND TELEPHONE NUMBER	_____ AREA CODE AND FAX NUMBER	_____ E-MAIL ADDRESS

10. The liability of the Financial Guarantor will not be discharged by any payment or succession of payments made, unless and until such payment or payments will amount in the aggregate to the amount of the Guarantee. In no event will the Financial Guarantor's obligation exceed the amount of the Guarantee, provided the Financial Guarantor furnishes timely written notice to the BOEM oil spill financial responsibility program of all claims filed, judgments rendered, and payments made by the Financial Guarantor under this Guarantee.
11. 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 expiration if earlier, submit either a renewal of this Financial Guarantee or other acceptable evidence of financial responsibility.
12. In witness whereof, the Designated Applicant for the Responsible Parties and the Financial Guarantor have executed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_.  
MONTH YEAR

Designated Applicant for the Responsible Parties named herein:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE OF AUTHORIZED REPRESENTATIVE

Financial Guarantor:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE OF AUTHORIZED REPRESENTATIVE

BOEM ID NUMBER	RESPONSIBLE PARTIES COVERED BY THIS AGREEMENT