

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): June 14, 2025

W&T Offshore, Inc.

(Exact name of registrant as specified in its charter)

1-32414
(Commission File Number)

Texas
(State or Other Jurisdiction of
Incorporation)

72-1121985
(IRS Employer Identification No.)

5718 Westheimer Road, Suite 700
Houston, Texas 77057
(Address of Principal Executive Offices)

713.626.8525
(Registrant's Telephone Number, Including Area Code)

N/A
(Former Name or Former Address, If Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

<input type="checkbox"/>	Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
<input type="checkbox"/>	Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
<input type="checkbox"/>	Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
<input type="checkbox"/>	Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.00001	WTI	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 7.01 Regulation FD Disclosure.

On June 17, 2025, W&T Offshore, Inc. (the "Company") issued a press release announcing that it has come to a settlement agreement with two of its largest surety providers which calls for the dismissal of a previously filed lawsuit relating to, among other things, disputes in connection with the rights and obligations under indemnity agreements by and among the Company and the applicable Sureties (as defined below) party thereto (the "Sureties Litigation"). A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information in this Item 7.01 of this Current Report on Form 8-K is being "furnished" pursuant to General Instruction B.2 of Form 8-K and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, and is not incorporated by reference into any Company filing, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

Item 8.01 Other Events.

On June 14, 2025, the Company entered into a Settlement and Release Agreement, dated effective as of June 13, 2025 (the "USSIC Settlement Agreement"), by and between the Company and U.S. Specialty Insurance Company ("USSIC") and, on June 15, 2025, the Company entered into a Settlement Agreement, dated effective as of June 14, 2025 (the "PHLY Settlement Agreement," and, together with the USSIC Settlement Agreement, the "Settlement Agreements"), by and between the Company and Philadelphia Indemnity Insurance Company ("PHLY," and, together with USSIC, the "Sureties") to dismiss all claims related to the Sureties Litigation without prejudice.

Pursuant to the applicable Settlement Agreement, the Sureties agree that: (i) there will be no change to the 2024 premium rates paid by the Company or any of its affiliates, subsidiaries or joint venture entities, for any currently existing surety bond executed by the applicable Surety until after December 31, 2026, at the earliest, (ii) the Sureties withdraw all demands for collateral and agree not to request, demand, or otherwise insist on collateral, whether related to a surety bond or pursuant to the indemnity agreements, until after December 31, 2026, at the earliest; provided that such restriction shall not apply if (a) the Company does not pay premiums owed to the applicable Surety when due; (b) a claim is made by a third party against any bond issued by the applicable Surety to the Company or its affiliates or subsidiaries; (c) there is an initiation of an insolvency proceeding for the Company or any of its affiliates, subsidiaries or joint venture entities, whether voluntary or involuntary; (d) there is an uncured event of default under the indenture governing the Company's second lien notes due 2029 that results in an acceleration, in whole or in part, of the indebtedness thereunder; or (e) the Company or its affiliates or subsidiaries initiate a lawsuit against the Sureties. Each of the Settlement Agreements also provides that, in the event that the Company enters into an agreement to provide collateral to another party in settlement of the Sureties Litigation on bonds existing as of the date of the Settlement Agreement, the Company shall, on a pro rata basis, provide substantially similar collateral to the applicable Surety as it does to such other party.

The foregoing description is qualified in its entirety by reference to the full text of the Settlement Agreements, which are attached as Exhibit 99.2 and 99.3, respectively, to this Current Report on Form 8-K and are incorporated in this Item 8.01 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are included as part of this Current Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
99.1	Press Release dated June 17, 2025.
99.2	Settlement and Release Agreement, dated effective as of June 13, 2025, by and between W&T Offshore, Inc. and U.S. Specialty Insurance Company.
99.3	Settlement Agreement, dated effective as of June 14, 2025, by and between W&T Offshore, Inc. and Philadelphia Indemnity Insurance Company.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

W&T OFFSHORE, INC.
(Registrant)

Dated: June 17, 2025

By: /s/ Sameer Parasnis
Name: Sameer Parasnis
Title: Executive Vice President and Chief Financial Officer



 FOR IMMEDIATE RELEASE

W&T Announces Settlement Agreement with Majority of Surety Providers

HOUSTON, TX June 17, 2025 – W&T Offshore, Inc. (NYSE: WTI) (“W&T” or the “Company”) today announced that it has come to a settlement agreement with two of its largest surety providers which calls for the dismissal of a previously filed lawsuit. The settlement agreement requires the surety providers to withdraw their current collateral demands, and further provides that the surety providers may not make additional collateral demands or increase premiums through December 31, 2026.

Key highlights for the settlement agreement include:

- Dismissal of all claims by the applicable party in the lawsuit, without prejudice;
- Two participating surety providers, together with W&T’s other major surety provider who did not attempt to increase premiums or call for collateral, represent nearly 70% of W&T’s surety bond portfolio;
- Premium rates for all existing bonds provided by the two surety providers will be locked in at W&T’s historical rates without increase through December 31, 2026, representing a prolonged rate lock in excess of “ordinary course” rate negotiations, thereby providing consistency and predictability in W&T’s premium expense;
- W&T is not required to provide any collateral to the applicable sureties, and the applicable surety providers will immediately withdraw all demands for collateral;
- Surety providers may not make demands for collateral through December 31, 2026, outside certain limited circumstances involving unlikely events of default; and
- Parties retain the right to negotiate and establish new surety bonds at rates to be determined in the ordinary course.

Tracy W. Krohn, W&T’s Chairman and Chief Executive Officer stated, “We are pleased with the agreement that we have reached with two of our largest surety providers, and we believe that the objectives achieved in this outcome illustrate the strength of the legal position that W&T has aggressively advanced since the beginning of these unnecessary surety lawsuits. This outcome is very positive for W&T overall, as we will not acquiesce to unjustified collateral demands made by the applicable sureties and we have locked in our historical premium rates through the end of 2026. We believe the entry into these settlement agreements vindicates our resolve to stand up to surety providers’ unjustified demands on independent oil and gas operators, such as W&T. For the past 40 plus years, W&T has reliably plugged and abandoned assets, paid its negotiated premiums and operated responsibly in the Gulf of America. We demand fairness and transparency for all oil and natural gas producers in the Gulf of America and will continue to pursue the pending litigation against our other surety providers that have unlawfully colluded and decided to not deal fairly with W&T and other independent oil and gas producers.”

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“This agreement, coupled with the promising developments in the regulatory environment driven by the White House’s directives, alleviates some of the uncertainty that has unnecessarily and artificially suppressed our stock price and we expect that this will allow us to deliver more value to our shareholders. Since the start of the year, we have strengthened our balance sheet, and we have a solid cash position with sufficient liquidity to enable us to continue to evaluate growth opportunities, both organically and inorganically. Operationally and financially, our start to 2025 has been strong, and we expect production to continue to increase thus driving more value creation. We are well-positioned to succeed and believe that the future is bright for W&T.”

About W&T Offshore

W&T Offshore, Inc. is an independent oil and natural gas producer with operations offshore in the Gulf of America and has grown through acquisitions, exploration and development. As of March 31, 2025, the Company had working interests in 52 fields in federal and state waters (which include 45 fields in federal waters and seven in state waters). The Company has under lease approximately 634,700 gross acres (496,900 net acres) spanning across the outer continental shelf off the coasts of Louisiana, Texas, Mississippi and Alabama, with approximately 487,200 gross acres on the conventional shelf, approximately 141,900 gross acres in the deepwater and 5,600 gross acres in Alabama state waters. A majority of the Company’s daily production is derived from wells it operates. For more information on W&T, please visit the Company’s website at www.wtoffshore.com.

Forward-Looking and Cautionary Statements

This press release contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical facts included in this release, including those regarding the potential outcome of the litigation, the impact of the settlement on the Company, potential growth opportunities, and the Company’s future production are forward-looking statements. When used in this release, forward-looking statements are generally accompanied by terms or phrases such as “estimate,” “project,” “predict,” “believe,” “expect,” “continue,” “anticipate,” “target,” “could,” “plan,” “intend,” “seek,” “goal,” “will,” “should,” “may” or other words and similar expressions that convey the uncertainty of future events or outcomes, although not all forward-looking statements contain such identifying words. Items contemplating or making assumptions about actual or potential future production and sales, prices, market size, and trends or operating results also constitute such forward-looking statements.

These forward-looking statements are based on the Company’s current expectations and assumptions about future events and speak only as of the date of this release. While management considers these expectations and assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory and other risks, contingencies and uncertainties, most of which are difficult to predict and many of which are beyond the Company’s control. Accordingly, you are cautioned not to place undue reliance on these forward-looking statements, as results actually achieved may differ materially from expected results described in these statements. The Company does not undertake, and specifically disclaims, any obligation to update any forward-looking statements to reflect events or circumstances occurring after the date of such statements, unless required by law.

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Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ including, among other things, the regulatory environment, including availability or timing of, and conditions imposed on, obtaining and/or maintaining permits and approvals, including those necessary for drilling and/or development projects; the impact of current, pending and/or future laws and regulations, and of legislative and regulatory changes and other government activities, including those related to permitting, drilling, completion, well stimulation, operation, maintenance or abandonment of wells or facilities, managing energy, water, land, greenhouse gases or other emissions, protection of health, safety and the environment, or transportation, marketing and sale of the Company's products; inflation levels; global economic trends, geopolitical risks and general economic and industry conditions, such as the global supply chain disruptions and the government interventions into the financial markets and economy in response to inflation levels and world health events; volatility of oil, NGL and natural gas prices; the global energy future, including the factors and trends that are expected to shape it, such as concerns about climate change and other air quality issues, the transition to a low-emission economy and the expected role of different energy sources; supply of and demand for oil, NGLs and natural gas, including due to the actions of foreign producers, importantly including OPEC and other major oil producing companies ("OPEC+") and change in OPEC+'s production levels; disruptions to, capacity constraints in, or other limitations on the pipeline systems that deliver the Company's oil and natural gas and other processing and transportation considerations; inability to generate sufficient cash flow from operations or to obtain adequate financing to fund capital expenditures, meet the Company's working capital requirements or fund planned investments; price fluctuations and availability of natural gas and electricity; the Company's ability to use derivative instruments to manage commodity price risk; the Company's ability to meet the Company's planned drilling schedule, including due to the Company's ability to obtain permits on a timely basis or at all, and to successfully drill wells that produce oil and natural gas in commercially viable quantities; uncertainties associated with estimating proved reserves and related future cash flows; the Company's ability to replace the Company's reserves through exploration and development activities; drilling and production results, lower-than-expected production, reserves or resources from development projects or higher-than-expected decline rates; the Company's ability to obtain timely and available drilling and completion equipment and crew availability and access to necessary resources for drilling, completing and operating wells; changes in tax laws; effects of competition; uncertainties and liabilities associated with acquired and divested assets; the Company's ability to make acquisitions and successfully integrate any acquired businesses; asset impairments from commodity price declines; large or multiple customer defaults on contractual obligations, including defaults resulting from actual or potential insolvencies; geographical concentration of the Company's operations; the creditworthiness and performance of the Company's counterparties with respect to its hedges; impact of derivatives legislation affecting the Company's ability to hedge; failure of risk management and ineffectiveness of internal controls; catastrophic events, including tropical storms, hurricanes, earthquakes, pandemics and other world health events; environmental risks and liabilities under U.S. federal, state, tribal and local laws and regulations (including remedial actions); potential liability resulting from pending or future litigation; the Company's ability to recruit and/or retain key members of the Company's senior management and key technical employees; information technology failures or cyberattacks; and governmental actions and political conditions, as well as the actions by other third parties that are beyond the Company's control, and other factors discussed in W&T Offshore's most recent Annual Report on Form 10-K and subsequent Quarterly Reports on Form 10-Q found at www.sec.gov or at the Company's website at www.wtoffshore.com under the Investor Relations section.



CONTACT:

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SETTLEMENT AND RELEASE AGREEMENT

This Settlement Agreement (this “*Agreement*”) is made and entered effective June 13, 2025 (the “*Effective Date*”) by and between U.S. Specialty Insurance Company, a Texas corporation (“*USSIC*”), and W&T Offshore, Inc. (“*W&T*”), a Texas corporation. USSIC and W&T are hereinafter sometimes referred to collectively as the “*Parties*” or individually as a “*Party*”.

RECITALS

A. Reference is made to the following agreements:

(1) Payment and Indemnity Agreement No. 1380, dated as of September 14, 2020, pursuant to which USSIC issued surety bonds (the “*Indemnity Agreement*”).

B. Certain disputes arose between USSIC and W&T relating to the Indemnity Agreement and the Parties’ rights and obligations under those agreements.

C. On October 21, 2024, USSIC filed a petition in the District Court of Harris County, Texas, alleging, among other things, breach of the Indemnity Agreement between W&T and USSIC and seeking to compel W&T to provide the collateral demanded by USSIC (the “*USSIC Lawsuit*”). On October 25, 2024, W&T filed a notice of removal with the District Court of Harris County, Texas, removing the case to U.S. District Court for the Southern District of Texas, Houston Division (the “*Court*”).

D. On November 22, 2024, the Court consolidated the USSIC Lawsuit with other related matters (as consolidated, the “*Sureties Litigation*”). On December 11, 2024, as a result of the foregoing, W&T filed an amended complaint against the surety parties named therein, among other things, asserting counterclaims such as: (1) violations of the Sherman Antitrust Act; (2) violations of the Texas Free Enterprise and Antitrust Act; (3) violations of the Texas Insurance Code Section 541; (4) tortious interference with existing contracts and prospective business relationships; and (5) conspiracy.

E. The Parties now desire to enter into a settlement agreement pursuant to which, among other things, USSIC will request a dismissal without prejudice of USSIC’s claims in the Sureties Litigation and W&T will request a dismissal without prejudice of W&T’s claims against USSIC in the Sureties Litigation.

AGREEMENT

NOW, THEREFORE, for good and valid cause, and for and in consideration of the mutual promises, covenants and obligations contained herein, the receipt and sufficiency of all of which are hereby acknowledged, the Parties agree as follows.

1. USSIC will dismiss without prejudice USSIC’s claims against W&T in the Sureties Litigation (“USSIC Dismissal Without Prejudice”). Likewise, W&T will dismiss without prejudice W&T’s claims against USSIC in the Sureties Litigation (“W&T Dismissal Without Prejudice”). The form Joint Motion to Dismiss Without Prejudice is attached as Exhibit 1.

2. In consideration of the W&T Dismissal Without Prejudice, USSIC agrees as follows:

- a. Premium rates paid by W&T or any of its affiliates, subsidiaries or joint venture entities, including, for the avoidance of doubt, Monza Energy LLC, that are currently existing will remain unchanged and in force for any currently existing surety bond issued by USSIC until *after 12/31/2026, at the earliest*.
- b. USSIC hereby withdraws all collateral demands it has made on W&T or any of its affiliates, subsidiaries or joint venture entities, including, for the avoidance of doubt, Monza Energy LLC, and hereby covenants and agrees not to request, demand, or otherwise insist on collateral, whether related to a surety bond or pursuant to the Indemnity Agreement or for any other purpose whatsoever, until *after 12/31/2026, at the earliest*, except if:
 - i. W&T does not pay premiums owed to USSIC when due;
 - ii. When a claim is made by a third party against any bond issued by USSIC to W&T or its affiliates or subsidiaries;
 - iii. In the event that there is an initiation of an insolvency proceeding for W&T or any of its affiliates, subsidiaries or joint venture entities, whether voluntary or involuntary;
 - iv. In the event that there is an uncured event of default under the indenture governing W&T’s second lien notes due 2029 that results in an acceleration, in whole or in part, of the indebtedness thereunder; or
 - v. If W&T or its affiliates or subsidiaries initiate a lawsuit against USSIC.

For the above clauses 2.b.i and 2.b.ii, USSIC may only request, demand, or otherwise insist on collateral if it has provided W&T prior written notice of its intent to exercise its collateral rights and W&T has not cured the condition giving rise to such rights within ten days of W&T’s receipt of such notice.

3. In consideration of the USSIC Dismissal Without Prejudice, W&T, on behalf of itself and its respective affiliates and subsidiaries, agrees as follows:

- a. In the event that W&T enters into an agreement to provide collateral, in any form or fashion, to another party in settlement of the Sureties Litigation on bonds existing as of the date of this agreement, W&T shall provide substantially similar collateral to USSIC as it provides to such other party. The amount of collateral provided to USSIC shall be calculated on a pro rata basis as follows:

The face value of the surety bonds issued by USSIC multiplied by a fraction, the *numerator* of which is the total dollar amount of the collateral to be provided to such other party(ies) and the *denominator* of which is the face value of the surety bonds issued by such other party. For example, if W&T provides \$10 million in collateral to another surety that has an aggregate amount of outstanding bonds totaling \$50 million, W&T would - under that scenario - provide collateral to USSIC equally to 20% (i.e., \$10 million divided by \$50 million) of the face value of surety bonds issued by USSIC.

- b. For the avoidance of doubt, substantially similar collateral may include pari passu participation in a collateral pool or rights to a collateral pool and may include participation on a subordinated basis - but not subordinated to any other surety- to other debt or interest holders in a particular asset or group of assets being provided as collateral. In addition, in the event that W&T is unable to provide substantially similar collateral or there is a disagreement between the Parties with respect to whether collateral being offered by W&T is, in fact, substantially similar collateral, the Parties agree to negotiate regarding the provision by W&T of collateral of substantially similar value as the collateral being provided to another party or parties. In the event that the Parties are unable to reach agreement on the amount and type of collateral of substantially similar value, such dispute shall be governed under the dispute resolution mechanism outlined in Section 6.

4. The Parties agree to negotiate regarding the potential issuance of additional surety bonds by USSIC to W&T or an affiliate or subsidiary thereof related to W&T's properties. The Parties acknowledge and agree that the prohibition on changes to premium rates set forth in Section 2.a shall not be applicable to surety bonds issued by USSIC following the Effective Date. The Parties also acknowledge that USSIC is under no obligation to issue additional surety bonds.

5. W&T hereby directs its counsel of record in the Sureties Litigation to file with the Court forthwith a joint motion in the form attached hereto as Exhibit 1 (the "*Dismissal Without Prejudice Motion*"). **THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY ARE REQUESTING THE COURT RETAIN JURISDICTION (I) TO ENFORCE THIS AGREEMENT AND (II) TO RESOLVE FUTURE DISPUTES RELATING TO THE INDEMNITY AGREEMENT.** In the event the Court declines to retain any or all such jurisdiction, such decision by the Court shall not affect the enforceability of this Agreement or the terms herein.

6. Any dispute concerning this Agreement or the subject matter contemplated thereby shall first be attempted to be resolved through negotiation, then mediation, before such dispute may be submitted to the Court for intervention. The Parties will first attempt to resolve disputes by negotiations between management level persons who have authority to settle the controversy. If, within fifteen (15) days of one Party's notice to another Party that it seeks to negotiate a settlement of the controversy, either Party believes that further negotiations are futile, then such Party may initiate a mediation before Judge Nancy Atlas (or, if Judge Atlas is unavailable, a mediator agreed to by both Parties). The Parties shall then attempt to resolve the dispute by mediation with Judge Nancy Atlas for no less than sixty (60) days. If the dispute has not been resolved pursuant to mediation within sixty (60) days after initiation of the mediation process (unless otherwise extended by mutual agreement of the Parties), a Party may seek intervention from the Court. Each Party shall bear its own costs in connection with the negotiation and mediation and shall share the costs of the mediation services equally.

7. The Parties acknowledge that this Agreement shall not be an admission of liability by any Party or another other person or entity.

8. Subject to this Agreement, the Parties acknowledge and agree that each Party to this Agreement shall retain and reserve all of its rights and defenses in connection with the Sureties Litigation and this Agreement shall not constitute a waiver of such rights or defenses by any Party hereto.

9. This Agreement constitutes the entire agreement and understanding among the Parties related to the subject matter described in this Agreement and supersedes all prior proposals, negotiations, agreements, and understandings related to such subject matter. Each Party acknowledges that, in executing or delivering this Agreement or any related agreement to which it is a party, such Party is not relying on any statement, representation, warranty, covenant or agreement of any kind other than as expressly set forth in this Agreement or such related agreement. For the avoidance of doubt, it is the intention of each Party to expressly disclaim reliance.

10. This Agreement cannot be modified, amended, terminated, or otherwise changed in any way or manner, unless it is done pursuant to one or more written documents signed by each and every Party to this Agreement. No oral modification of this Agreement will be deemed valid or binding under any circumstances.

11. The Parties acknowledge and agree: (a) that they all participated equally in the negotiation and drafting of this Agreement; and (b) that neither this Agreement nor any provision herein shall be construed against any particular Party on grounds that such Party (or its counsel) drafted, proposed or modified any final or proposed provision in this Agreement.

12. This Agreement shall be binding upon and operate for the benefit of the Parties and their respective successors, assigns, parents and legal administrators.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[remainder of page intentionally blank; signature pages follow]

IN WITNESS HEREOF, the Parties' duly authorized representatives have executed this Agreement on the dates indicated below, but effective for all purposes as of the Effective Date.

W&T Offshore, Inc.

By: /s/ Tracy W. Krohn
Title: Chief Executive Officer
Date: June 14, 2025

U.S. Specialty Insurance Company

By: /s/ Frank M. Lanak
Title: Vice President
Date: June 13, 2025

SETTLEMENT AGREEMENT

This Settlement Agreement (this “*Agreement*”) is made and entered effective June 14, 2025 (the “*Effective Date*”) by and between Philadelphia Indemnity Insurance Company, (“*PHLY*”), and W&T Offshore, Inc. (“*W&T*”). PHLY and W&T are hereinafter sometimes referred to collectively as the “*Parties*” or individually as a “*Party*”.

RECITALS

A. Reference is made to the following agreements:

- (1) General Indemnity Agreement – Commercial Surety, dated as of September 11, 2020; and
- (2) Amendment Number 001 to General Indemnity Agreement, dated as of September 11, 2020 (collectively, the “*Indemnity Agreement*”).

B. Certain disputes arose between PHLY and W&T relating to the Indemnity Agreement and the Parties’ rights and obligations under the Indemnity Agreement.

C. On July 2, 2024, PHLY directed a demand to W&T’s agent, McGriff Insurance Services, LLC, requesting that W&T provide collateral in the amount of \$31 million. Such demand was superseded by a November 13, 2024 demand by PHLY requesting that W&T provide \$71,217,145 of collateral or produce a discharge of PHLY from all liability in connection with surety bonds (the “*Bonds*”) PHLY executed on behalf of W&T (the “*Collateral Demand*”).

D. W&T is party to a series of lawsuits with certain other surety providers consolidated (as consolidated, the “*Sureties Litigation*”) in the United States District Court for the Southern District of Texas, Houston Division (the “*Court*”), lead case no. 4:24-CV-3047, pursuant to which W&T has, among other things, asserted: (1) violations of the Sherman Antitrust Act; (2) violations of the Texas Free Enterprise and Antitrust Act; (3) violations of the Texas Insurance Code Section 541; (4) tortious interference with existing contracts and prospective business relationships; and (5) conspiracy.

E. The Parties now desire to enter into a settlement agreement pursuant to which, among other things, PHLY will withdraw its Collateral Demand and W&T will agree not to implead PHLY into the Sureties Litigation and/or initiate litigation against PHLY asserting the claims W&T is asserting in the Sureties Litigation. Except as otherwise set forth in this Agreement, provided W&T does not implead PHLY into the Surety Litigation and/or initiate litigation against PHLY asserting the claims W&T is asserting in the Sureties Litigation, PHLY agrees not to initiate litigation against W&T related to the claims asserted in the Sureties Litigation.

AGREEMENT

NOW, THEREFORE, for good and valid cause, and for and in consideration of the mutual promises, covenants and obligations contained herein, the receipt and sufficiency of all of which are hereby acknowledged, the Parties agree as follows.

1. PHLY agrees as follows:

- a. There will be no change to the 2024 premium rates paid by W&T or any of its affiliates, subsidiaries or joint venture entities, for any currently existing surety bond executed by PHLY until *after 12/31/2026, at the earliest*.
- b. PHLY hereby withdraws the Collateral Demand, and hereby covenants and agrees not to request, demand, or otherwise insist on collateral, whether related to a surety bond or pursuant to the Indemnity Agreement, until *after 12/31/2026, at the earliest*, except PHLY reserves the right to demand collateral as of the Effective Date through 12/31/2026, pursuant to the terms of the Indemnity Agreement, if:
 - i. W&T does not pay premiums owed to PHLY when due;
 - ii. a claim is made by a third party against any bond issued by PHLY to W&T or its affiliates or subsidiaries;
 - iii. there is an initiation of an insolvency proceeding for W&T or any of its affiliates, subsidiaries or joint venture entities, whether voluntary or involuntary;
 - iv. there is an uncured event of default under the indenture governing W&T’s second lien notes due 2029 that results in an acceleration, in whole or in part, of the indebtedness thereunder; or
 - v. W&T or its affiliates or subsidiaries initiate a lawsuit against PHLY.

With respect to the above clauses 1.b.i and 1.b.ii, PHLY may only request, demand, or otherwise insist on collateral after it has first provided W&T with written notice of its intent to exercise its collateral rights and W&T has not cured the condition giving rise to such rights within ten days of PHLY’s transmittal of such notice to W&T. For purposes of this Agreement, such written notice shall be deemed transmitted: (i) if by overnight mail – the next business day; or (ii) if by email – the next business day.

2. W&T, on behalf of itself and its respective affiliates and subsidiaries, agrees as follows:

- a. In the event that W&T enters into an agreement to provide collateral, in any form or fashion, to another party in settlement of the Sureties Litigation on bonds existing as of the date of this Agreement, W&T shall provide substantially similar collateral to PHLY as it provides to such other party(ies). The amount of collateral provided to PHLY shall be calculated on a pro rata basis as follows:

The face value of the surety bonds executed by PHLY *multiplied by* a fraction: the *numerator* of which is the total dollar amount of the collateral to be provided to such other party(ies) and the *denominator* of which is the face value of the surety bonds executed by such other party(ies). For example, if W&T provides \$10 million in collateral to another surety that has an aggregate amount of outstanding bonds totaling \$50 million, W&T would – under that scenario – provide collateral to PHLY equally to 20% (i.e., \$10 million divided by \$50 million) of the face value of surety bonds issued by PHLY.

- b. For the avoidance of doubt, substantially similar collateral may include pari passu participation in a collateral pool or rights to a collateral pool and may include participation on a subordinated basis – but not subordinated to any other surety – to other debt or interest holders in a particular asset or group of assets being provided as collateral. In addition, in the event that W&T is unable to provide substantially similar collateral or there is a disagreement between the Parties with respect to whether the collateral being offered by W&T is, in fact, substantially similar collateral, the Parties agree to negotiate regarding the provision by W&T of collateral of substantially similar value as the collateral being provided to another party or parties. In the event that the Parties are unable to reach agreement on the amount and type of collateral of substantially similar value, such dispute shall be governed under the dispute resolution mechanism outlined in Section 4 of this Agreement.

3. The Parties shall execute any other documents that may reasonably be needed in furtherance of this Agreement.

4. The Parties agree that all disputes arising out of this Agreement shall be heard in the United States District Court for the Southern District of Texas, Houston Division (i.e., the Court). The Parties hereby consent and submit to the jurisdiction of the Court for such purposes. In the event the court declines such jurisdiction, such decision by the Court shall not affect the enforceability of this Agreement or the terms herein.

5. The Parties agree to first attempt to resolve any dispute concerning this Agreement through negotiation, before such dispute is submitted to the Court for adjudication. The Parties will first attempt to resolve disputes by negotiations between management level persons who have authority to settle the controversy. If, within fifteen (15) days of one Party's notice to another Party that it seeks to negotiate a settlement of the controversy, either Party believes that further negotiations are futile, then such Party may seek intervention from a court as set forth in Section 4 of this Agreement.

6. The Parties acknowledge and agree that this Agreement is not and shall not be deemed an admission of liability, in any respect, by any Party.

7. The Parties acknowledge and agree that each Party to this Agreement shall retain and reserve all of its rights and defenses in connection with the Indemnity Agreement, the Bonds, and potential future litigation, and this Agreement shall not constitute a waiver of such rights or defenses by any Party hereto.

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8. This Agreement constitutes the entire agreement and understanding among the Parties related to the subject matter described in this Agreement and supersedes all prior proposals, negotiations, agreements, and understandings related to such subject matter. Each Party acknowledges that, in executing or delivering this Agreement, such Party is not relying on any statement, representation, warranty, covenant or agreement of any kind other than as expressly set forth in this Agreement. For the avoidance of doubt, it is the intention of each Party to expressly disclaim reliance. For the further avoidance of doubt, nothing set forth in this Agreement is intended or shall be deemed to alter or amend the Indemnity Agreement, in any respect.

9. This Agreement cannot be modified, amended, terminated, or otherwise changed in any way or manner, unless it is done pursuant to one or more written documents signed by each and every Party to this Agreement. No oral modification of this Agreement will be deemed valid or binding under any circumstances.

10. The Parties acknowledge and agree: (a) that they all participated equally in the negotiation and drafting of this Agreement; and (b) that neither this Agreement nor any provision herein shall be construed against any particular Party on grounds that such Party (or its counsel) drafted, proposed or modified any final or proposed provision in this Agreement.

11. This Agreement shall be binding upon and operate for the benefit of the Parties and their respective successors and assigns.

12. Each signatory to this Agreement represents and warrants that he or she is authorized to bind each entity for which he or she signs this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by facsimile and/or electronically which shall have the same force and effect as an original signature.

[remainder of page intentionally blank; signature pages follow]

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IN WITNESS HEREOF, the Parties' duly authorized representatives have executed this Agreement on the dates indicated below, but effective for all purposes as of the Effective Date, and each of the undersigned personally represents and warrants that they have the full right, power and authority to execute this Agreement on behalf of the respective parties.

W&T Offshore, Inc.

By: /s/ Tracy W. Krohn
Title: Chief Executive Officer
Date: June 14, 2025

Philadelphia Indemnity Insurance Company

By: /s/ Kimberly Czap
Title: Senior Vice President
Date: June 15, 2025

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