

Clean-up Costs for Wells in Guyana, Another Loophole to Benefit ExxonMobil and Partners

Guyana Pays Now for Costs 20 Years in the Future, No Guarantee That Money Will Be There When Needed

Executive Summary

In another example of Guyana being short-changed under its existing petroleum agreement with subsidiary companies of ExxonMobil, Hess and the Chinese National Offshore Oil Company (CNOOC), Guyana is paying the oil companies USD\$3.2 billion out of its current oil profits to ensure the wells and related infrastructure developed as part of the Liza Field offshore oil drilling project are properly decommissioned in 20 years. This represents 100% of expected costs. There is no provision to ensure that the money is set aside by the oil companies so that it is actually available in 20 years. This runs against industry standards. ExxonMobil and its oil partners have a real opportunity to pocket millions, if not billions, with no accountability. If they take the money, sell the project before the wells are decommissioned and pass the liability onto a weaker company, Guyana's taxpayers will be left footing the bill.

This report is the fourth in a series issued by IEEFA covering selected topics of concern related to the 2016 petroleum agreement between the government of Guyana and ExxonMobil, Hess and CNOOC for an offshore oil drilling project located in the Liza field, which is comprised of Liza 1,2,3 and Payara.

The petroleum agreement is a front-loaded, one-sided contract with many provisions that favor ExxonMobil, Hess and CNOOC at the expense of Guyana. One such provision covers decommissioning costs. The provisions covering the decommissioning program and costs are the subject of this report.

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When a well is fully depleted, it must be capped and abandoned. This part of the oil and development process costs money, and it is money that is needed when the well itself is not producing revenue any longer. Hence, revenue must be set aside during the period when the well is active to cover these final costs. The agreement between ExxonMobil and its partners and Guyana provides for decommissioning program costs in a manner that departs from industry standards.

ExxonMobil and its partners benefit from a system that requires Guyana to pay for costs of decommissioning in advance installments starting from the beginning of the contract. Guyana then relies upon the companies to pay for the decommissioning 20 years later. Industry practice establishes that, for such a fossil fuel drilling and extraction project, a trust account should be set up. The trust account can only be used to pay for the abandonment costs when they occur. The agreement does not require that a trust account be established.

The industry standard was established because the financial standing of oil companies can change over time, putting the ability to decommission a site safely and completely at risk. Also, oil and gas assets are frequently sold or transferred, sometimes to companies with fewer resources to address decommissioning costs. The Guyana agreement allows ExxonMobil or its partners to sell the contract. This could allow ExxonMobil and its partners to recover, millions—if not billions—and then pass the liability to the next company, which may or may not be in a position to absorb it. A trust account would ensure that the money paid by Guyana now is available when the time comes to close down the well.

In short, ExxonMobil and its partners will ultimately receive G\$666.1 billion (USD\$3.2 billion) for decommissioning costs, but they are not required to set aside and use the money to decommission and clean up the project area after production is done. This provision puts Guyana at financial risk and could turn out to be nothing more than a gimmick that enhances the profits of the oil companies.

- The Liza One project is estimated to cost G\$68.6 billion (USD\$328 million) to decommission. For the Liza/Payara development, the total cost of decommissioning is estimated at G\$666.1 billion (USD\$3.2 billion).
- Ultimately, the decommissioning costs are folded on top of Guyana's other costs and act as a hidden liability for Guyana. The liability, along with other liabilities hidden from the public as explained in this report, must be satisfied before Guyana will reap the contractually required 50/50 split of profit oil.
- Last year, Guyana drew down G\$131.8 billion (USD\$630.6 million) it received from oil revenues for its budget. The sum constituted all of the money received by Guyana from the project since 2019. The amount was not enough to cover its deficit or new expenses or make a deposit in its sovereign wealth fund. The government spent 79 percent of the funds on capital projects.
- IEEFA estimates that ExxonMobil and its partners have cleared \$752.4 billion (USD\$3.6 billion) since 2019, almost six times Guyana's total revenues from the project.
- IEEFA estimates that ExxonMobil and its partners claimed a decommissioning cost recovery of G\$10.4 billion (USD\$50 million) since

December 2019. This is added to ExxonMobil's total cost recovery claim that Guyana must advance to ExxonMobil and its partners prior to the country receiving revenues that will allow it to meet its fiscal goals to eliminate the deficit, increase spending, decrease debt and contribute to the sovereign wealth fund.

• The level of decommissioning costs paid in any given year is based on the proportion of oil extracted from the total remaining reserves. IEEFA estimates that in future years, the annual decommissioning cost for the Liza field will grow and then decline. In 2022, IEEFA estimates the cost will be G\$18 billion (USD \$86 million), inclusive now of Liza Unity and Destiny. Eventually, all G\$661.1billion (USD\$3.2 billion)—100 percent—of decommissioning costs will have been paid to ExxonMobil and its partners, and Guyana's revenues will have been reduced accordingly.

This review is impaired by the lack of transparency that governs the implementation of the agreement. The Guyana government and ExxonMobil, the operator of the project, do not routinely publish regular and timely data that would allow residents and interested parties to answer the questions raised in this report. To its credit, the government and the Bank of Guyana do disclose on a regular basis how much revenue is received from the agreement. In this report, IEEFA has made estimates based on very limited available data from the Guyana government, ExxonMobil and third-party industry sources and media accounts. As such, IEEFA has made certain assumptions which we identify in the report. Additional disclosures by ExxonMobil and Guyana related to decommissioning and other contract matters would enhance and potentially change the report. IEEFA is confident that with such data, a more accurate picture could be drawn of the project and its current status. IEEFA nevertheless believes that based on the data available, the conclusions reached here are documented and sound.

Background

This is the fourth in a series of IEEFA reports analyzing the 2016 petroleum agreement entered into between the government of Guyana and Esso Exploration and Production Guyana Limited (a subsidiary of ExxonMobil), CNOOC Nexen Petroleum Guyana Limited, and Hess Guyana Exploration Limited. The agreement governs oil exploration, production and profit-sharing among the companies and the government of Guyana in the Stabroek Block, an area of 26,800 square kilometers off the coast of Guyana. Esso is the party responsible for conducting day-to-day operations under the agreement.¹

The agreement establishes the mechanism for sharing the profits of oil sales with the government of Guyana. The agreement provides that 25 percent of the monthly revenue from oil and natural gas shares be split evenly between the government of Guyana and the companies. For the remaining 75 percent, recoverable contract costs are to be deducted, and the remaining revenue (if any) split evenly between

¹ Petroleum Agreement Between Government of the Cooperative Republic of Guyana and Esso Exploration and Production Guyana, Limited., Section 2.2(a). July 10, 2016. ("Agreement")

the companies and the government. If recoverable contract costs exceed 75 percent of oil and gas revenues, excess costs are to be carried over into future months for recovery. Recoverable costs include all costs related to petroleum exploration and development, including abandonment costs.

Therefore, there is an inherent conflict in the agreement between the oil companies and Guyana. Guyana needs as few recoverable costs as possible to be included in the total development costs. The sooner it can pay off these costs, the sooner that the remaining 75 percent of revenues will exceed recoverable costs. It is at this point that Guyana receives additional profit oil.² And it is in the oil companies' interests to put as many costs as possible in the total development costs as well as in other cost factors, since this pushes off the day when Guyana can claim an equal share of the revenue. Any additional costs—and that includes abandonment and decommissioning costs—are to the benefit of ExxonMobil and its partners.

Prior IEEFA reports on the 2016 agreement have focused on details of this revenuesharing agreement—including the lack of ring-fencing provisions,³ and the tax relief provided to the companies—that collectively result in significantly hidden liabilities and costs for Guyana and less revenue available than would otherwise be anticipated from a petroleum contract.⁴ Collectively, this series of reports shows the various ways in which the contract is front-loaded in favor of ExxonMobil, Hess and CNOOC.⁵

² Agreement, Section 11.4 states: "The balance of Crude Oil and/or Natural Gas available in any month after Recoverable Contract Costs have been satisfied to the extent aforesaid (hereinafter referred to as 'Profit Oil' and or 'Profit Gas' as the case may be shall be shared between the Government and the Contractor for each Field in the following proportions: Contractor fifty percent (50%) and Minister fifteen percent (50%)."

³ Ring fencing, in this context, refers to the establishment of a geographic area (*e.g.*, Liza 1) as an accounting domain. A ring-fenced domain would require that all income statements, balance sheets and cash flow analysis that result from activities in the area are cordoned off and separated from activities that occur in other areas (*e.g.*, Liza 2 and Yellowtail and the other oil discoveries). Each would become its own financial unit. Here, the lack of ring fencing refers to the fact that the area defined in the 2016 petroleum agreement as the Stabroek is essentially one accounting unit. All expenditures made and revenue received are applied as if this were one unit. Therefore, the revenues from Liza 1 pay for the costs of Liza 2, 3, and Payara, for example, until those wells become operational. The lack of ring fencing eliminates basic standards of accountability for the financial output of each well. It provides a proverbial blank check, an incentive for the operator to spend on new development without any regard for the fiscal impact on Guyana. Until further public clarification of the actual accounting on the project is provided, this is IEEFA's interpretation of the agreement.

⁴ "Hidden Liabilities" refers to the fact that the costs that accrue to the project are liabilities to Guyana, as they must be satisfied before the provisions of Section 11.4 are triggered. They are referred to as "hidden" because there has been no formal disclosure to the public of the amount of total recoverable costs or its component parts. The government primarily releases only the amount it receives from the project that is deposited in the Bank of Guyana.

⁵ IEEFA. Guyana's Tax Giveaway: Guyana pays ExxonMobil, Hess and CNOOC's annual income taxes. September 28, 2021 (IEEFA-Tax Giveaway). Also see: IEEFA. Lack of Ring-Fencing Provision Means Guyana Won't Realize Oil Gains by 2030's, If at All. July 2021. Also see: IEEFA. Guyana's Oil Deal: Promise of Quick Cash Will Leave Country Shortchanged. October 2020 ("IEEFA-Quick Cash"). Also see: IEEFA. IEEFA: Exxon Led Consortium Tramples Zero Gas Flaring Goals in Guyana, February 2022.

Given declining oil and gas markets over the next couple of decades, additional costs significantly increase the risk that Guyana's oil fields will never produce the revenues promised to the people of Guyana by the government and ExxonMobil. The agreement has independently been described by IHS Markit as providing Guyana with a below-average take.⁶

In this report, we focus specifically on the agreement's treatment of decommissioning and abandonment costs, which are the costs that the companies are required to pay at the end of the contract period to decommission the assets and terminate the project. Typically, offshore drilling decommissioning includes plugging and properly sealing wells, either removing pipelines or flushing and abandoning them on site, and removing and disposing of offshore platforms and other structures.⁷

The question of offshore well decommissioning and its impact on public finances is becoming an increasing concern globally as more and more wells reach the end of their useful lives and liabilities mount.⁸ One analysis estimated that the total decommissioning liability in the Gulf of Mexico, for example, in 2015 was nearly G\$754.4 billion (USD\$3.6 billion), yet the U.S. Department of the Interior held only G\$606.1 billion (USD\$2.9 billion) in bonds.⁹ As drilling declines and liabilities mount, companies will seek to shed decommissioning liabilities through asset sales and bankruptcies, raising questions about the amount of liabilities borne by taxpayers. Similar strategies in the coal industry, for example, have left state governments in Appalachia with billions of dollars of unfunded environmental liabilities.¹⁰

It is important to note that the wells being drilled offshore of Guyana are "ultra-deep water wells," making their future decommissioning costs more expensive than shallow water wells, all else being equal. Specifically, the Liza Phase 1 project, the first part of the Stabroek block to be developed, has 17 wells in water depths from 1,500 meters to 1,900 meters.¹¹ In the Gulf of Mexico, by comparison, almost all decommissioning has taken place on structures in depths less than 400 feet, or 120 meters—less than one-tenth of the depth of the Liza wells.¹² ICF International estimates that the cost of well abandonment for a well at 1,500 meters.¹³ But given the relative lack of experience in decommissioning ultra-deep water wells, these estimates are inherently more speculative.

The cost of decommissioning platforms also increases with water depth. ICF International estimates the cost of decommissioning a fixed platform are less than

⁶ IHSMarkit. Yellowtail – A Modeling Perspective Vantage Insights. January 2021.

⁷ ICF International. Decommissioning Methodology and Cost Evaluation. 2014.

 ⁸ For example, see: IEEFA. Australia's US\$40.5 billion clean up bill for its offshore oil and gas industry. March 10, 2021. Also see: IEEFA. Cleaned Out by Bankruptcy. December 2019.
⁹ Center for American Progress. Fixing Abandoned Offshore Oil Wells Can Create Jobs and Protect the Ocean. April 20, 2022.

¹⁰ Bloomberg Law. Modern Coal Mines Cleanup Has Big Unplugged Costs. July 8, 2021.

¹¹ ExxonMobil. Guyana Project Overview. Last visited May 18, 2022.

¹² ICF, *op. cit.*, p. 4-1.

¹³ ICF, *op. cit.*, Table 8-4.

G\$2.1 billion (USD\$10 million) in water depths less than 400 feet (120 meters); the cost of decommissioning the types of platforms that can be operated in deeper waters are more than G\$2.1 billion (USD\$10 million), increasing up to G\$8.3 billion (USD\$40 million), depending on water depth.¹⁴ ICF noted that insufficient data is available to estimate the cost of decommissioning floating production, storage and offloading (FPSO) vessels, which are what ExxonMobil is using in Guyana.¹⁵ Decommissioning costs of offshore infrastructure (including wells and other installations) also vary widely depending on the remoteness of location, the weather and other variables.¹⁶

Decommissioning in the Guyana Petroleum Agreement

The 2016 agreement requires the companies to carry out an abandonment program to decommission the assets within 60 days of the expiration of the term of the agreement.¹⁷ The abandonment program and budget is to be provided upfront to the government of Guyana for approval at the start of the contract and revised as necessary as the oil development progresses. The currently existing abandonment plan and budget is not a publicly available document.

The contractor is required to pay the costs of the approved abandonment program when the costs are incurred.¹⁸ The costs will be incurred approximately 20 years from the commencement of operations or 2039-40.

The contractor is allowed to deduct 100 percent of abandonment costs from production on an ongoing basis, as part of the recoverable contract costs.¹⁹ Specifically, the amount of abandonment costs that the company recovers in a given period is defined as:

Recovered abandonment cost = (Total abandonment budget /estimated percentage of recovered reserves)

This provision allows the costs of the abandonment program to be recovered by ExxonMobil and its partners on a proportionate basis over time. For example, ExxonMobil and its partners made 69 lifts between December 2019 and December 2021.²⁰ IEEFA estimates the lifts resulted in the extraction of approximately 69 million barrels of oil. The estimated recoverable reserves for Liza 1 are 452 million

¹⁴ *Ibid.*, pp. 8-39 to 8-40.

¹⁵ *Ibid.* p. 8-40. Also see: ExxonMobil. Guyana project overview: Discoveries in the Stabroek Block. Accessed May 18, 2022.

¹⁶ Journal of Petroleum Technology. North Sea Decommissioning Estimated as Double those in Southeast Asia. September 9, 2020.

¹⁷ Agreement, Section 20.1(d)(iii)).

¹⁸ Agreement, Section 20.1(d) (ff).

¹⁹ Agreement, Section 20.1 (d) (gg).

²⁰ Guyana Ministry of Finance. 2022 Budget Speech. January 2022.

barrels. Through 2021, IEEFA estimates that 15.25 percent of the estimated reserves have been recovered.²¹

ExxonMobil is therefore able to make a claim for 15.25 percent of its estimated abandonment program budget and have the costs advanced to it 20 years before the cost is incurred.

Disturbingly, the agreement contains no requirement that the abandonment funds, which are recovered upfront, be held in trust to ensure that they are actually available and used for decommissioning.²² This treatment of decommissioning obligations in the agreement does not represent industry best practices. The model joint operating agreement published by the Association of International Petroleum Negotiators calls for the creation of a decommissioning trust fund to be managed by an independent trustee as the preferred industry standard.²³

The absence of such a provision in the agreement presents a risk to Guyana. For example, the agreement allows the companies to sell their interests in the agreement to a third party (see Article 25) with the consent of the Guyanese government.²⁴ It is entirely plausible—even likely—that the companies could collect hundreds of millions or even billions for decommissioning costs and then transfer the obligation to a third party. In Nigeria, for example, a trend has developed in recent years of operators selling their assets (and decommissioning liabilities) to less experienced, local companies that may not be able to carry out these decommissioning obligations. The problem is exacerbated by the fact that the majority of decommissioning liabilities are not based on fully engineered estimates and therefore may be underestimated.²⁵

Further, the agreement calls for Guyana to pay 100 percent of the project costs, including the decommissioning costs. Typically, joint operating agreements such as this one would require a proportionate share paid by the parties.²⁶ There is no apparent rationale for why Guyana agreed to pay 100 percent of decommissioning costs in the negotiation.

²¹ IHSMarkit, Liza Area, April 21, 2021 (Proprietary) ("IHSMarkit-Liza")

²² Section 20.1(hh) of the agreement requires the contractor – EEEPGL, Hess and CNOOC to obtain an undertaking, or guarantee from a third-party affiliate. The affiliate must control or be controlled by the subsidiary. ExxonMobil is the parent of Esso Exploration and Production Guyana, Limited (EEPGL) and exercises control of it. Hess and CNOOC also work in Guyana under subsidiary corporate names that are controlled by their respective parents.

²³ Association of International Petroleum Negotiators, Joint Operating Agreement, 20212 Model International Joint Operating Agreement, Section 10 and Exhibit E, September 2011. ("JOA Agreement") (Proprietary).

²⁴ Another worrisome matter is that the undertaking by an affiliate does not require that the affiliate have a high-quality credit standing as a criteria for acceptability of the guarantor. It would be quite easy for XOM, CNOOC or Hess to meet fairly stringent credit criteria. If it is contemplated that another company with a lower credit rating might buy into the venture in the future, then such a criteria might prove an impediment.

²⁵ Andersen. Key Considerations on decommissioning & abandonment costs in Nigeria. July 30, 2019.

²⁶ JOA Agreement, *op.cit.* Section 10 and Exhibit E. (Proprietary)

Analysis of Decommissioning Provisions

In this section, IEEFA estimates the costs that have already been incurred under the decommissioning provisions of the agreement and the impact this has had on revenues to the government of Guyana. We also compare the decommissioning provisions of the agreement to a model of industry standards.

Unfortunately, as stated above, the parties to the agreement have provided no transparency regarding the cost of the abandonment program that ExxonMobil has developed for the Stabroek agreement. An independent estimate of the decommissioning cost for the Liza field, the first part of the block where Exxon has begun development, is G\$666.1 billion (USD\$3.187 billion). The ultimate recoverable reserves in the Liza field was estimated at 2.7 billion barrels. The Liza phase 1 development is estimated to have a decommissioning cost of G\$68.5 billion (USD\$328 million) and recoverable reserves of 452 million barrels.²⁷

The following table provides the most recent data available from the Bank of Guyana on the amount of profit oil received by Guyana from the Liza Phase 1 project. The amount covers the period from the date of commercial operation in December 2019 through December 2021, a total of approximately 9 million barrels valued at G\$131.8 billion (USD\$630.6 million).

During this same period, IEEFA estimates, the oil companies received 752.4 billion (USD\$3.6 billion) as their share of the revenues.²⁸ By comparison, Guyana's take was G\$131.8 billion (USD\$630.6 million. The ratio is approximately 6-to-1, oil companies to Guyana.

²⁷ All figures in this paragraph are taken from IHSMarkit-Liza (Proprietary)

²⁸ When calculating gross revenues under the Guyana contract the current breakdown is Guyana 14.5% (12.5% for oil profit, half of 25% and 2% for royalties) and the companies receive 85.5% or the remainder.

Bill of Laden Date	Volume	Value (USD\$)	Royalty USD\$)	Total
19-Feb-20	1,006,321.00	54,927,994.80	4,919,505.30	60,853,821.10
21-May-20	980,854.00	35,063,582.05	3,698,152.63	39,742,588.68
9-Aug-20	1,026,573.00	46,046,937.03	4,304,275.30	51,377,785.33
9-Dec-20	998,629.00	49,341,810.55	8,332,957.12	58,673,396.67
5-Feb-21	997,420.00	61,021,098.64	13,869,099.18	75,887,617.82
3-Mar-21		50.00	-	50.00
13-Apr-21	998,645.00	62,617,616.23	12,301,462.65	75,917,723.88
3-Jul-21	1,047,820.00	79,617,561.87	17,492,005.29	98,157,387.16
22-Oct-21		80,373,718.56	-	80,373,718.56
4-Dec-21		73,582,168.11	-	73,582,168.11
27-Jan-22		-	16,087,959.27	16,087,959.27
Total	7,056,262.00	542,592,537.84	81,005,416.74	630,654,216.58

Table 1: Total Revenues From Profit Oil Distributions to Guyana From2019 Through Nine Oil Lifts Covering 2021 (USD\$)

Using the formula in the previous section, we estimate that the recoverable costs related to the abandonment program from December 2019 through July 2021 are on the order of G10.5 billion (USD 50 million).³⁰

Over the lifetime of the agreement, the costs of the abandonment program to the government of Guyana will become much more significant. IEEFA estimates that in 2022, for example, the cost will be G\$17.8 billion (USD\$86 million). It will then decline in later years.

In total, IEEFA estimates that ExxonMobil and its partners will be able to claim costs of approximately G\$666.1 billion (USD\$3.2 billion) and to enhance its take of the revenue from the project, purportedly to fund abandonment costs for the Liza field.

The amount is substantial. Whether the funds would be sufficient to cover the realworld costs of decommissioning is uncertain, given the lack of transparency about the abandonment plan and costs. Whether the money will be there at all when it's needed is an even more fundamental matter. Guyana's financial future depends substantially on the answers to both of these questions.

²⁹ The values are taken from Bank of Guyana. Natural Resources Fund, Quarterly Report January 1, 2022 through March 31, 2022. The project involved nine oil lifts from the date of commercial operation in December 2019 through December 2021. The royalty payment for the ninth profit oil lift was paid in January 2022. The volumes are taken from the Ministry of Natural Resources website. The ministry put out press releases on oil lifts one through seven that included both the value and volume. Since the press releases on the seventh oil lift, the ministry appears to have halted this practice. The only information posted now is from the Bank of Guyana, which does not post the volume amounts. IEEFA's nine million barrels figure is an estimate.

³⁰ IEEFA assumes that the reserves have been reduced from 452 million to 383 million due to the extraction of 69 million reserves from 2019 through the end of 2021. This 15.25 percent reduction represents \$50 million of the estimated abandonment program cost of \$328 million.

Conclusion

The government of Guyana has acknowledged that the current agreement has provisions that unduly favor ExxonMobil and its partners.³¹ This \$3.2 billion risk to Guyana is one provision that should receive attention. Any new contract provisions should end the practice of Guyana paying 100% of all decommissioning costs and to require a trust account that is managed by an independent third-party entity, not an affiliate of the companies that are party to the agreement.

³¹ The Guardian. Guyana to seek better royalties and terms for future oil contracts. August 21, 2021.

About IEEFA

The Institute for Energy Economics and Financial Analysis (IEEFA) examines issues related to energy markets, trends and policies. The Institute's mission is to accelerate the transition to a diverse, sustainable and profitable energy economy. www.ieefa.org

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