

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: SBP150500 010 March 14, 2024

High Point Gas Transmission, LLC c/o Third Coast 1501 McKinney St., Suite 800 Houston, TX 77010 Attn: Nadine Moustafa

Dear Ms. Moustafa:

Your letter dated February 27, 2024, submitting replacement Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond No. SBP150500 010, in the amount of \$300,000, was received by our office on March 11, 2024. This bond, conditioned to cover the principal's pipeline operations in the Gulf of Mexico, was executed on February 27, 2024, with High Point Gas Transmission, LLC as principal and Pennsylvania Insurance Company as surety.

This bond replaces Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond No. SUR0015304, in the amount of \$300,000. This bond, conditioned to cover principal's pipeline operations in the Gulf of Mexico, was executed on October 31, 2012, with High Point Gas Transmission, LLC as principal, and Argonaut Insurance Company as surety.

The replacement bond, Bond No. SBP150500 010, conforms to the requirements of the leasing and operating regulations for submerged lands of the Outer Continental Shelf and is considered to be effective February 27, 2024, the date it was executed. The period of liability of Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond No. SUR0015304 is considered to have terminated and the bond is considered cancelled without residual liability on the same date.

Should you need further assistance, please contact Kathleen Lee at (504) 736-5774 or boemgomrfinancialassurance@boem.gov.

Sincerely,

DUPLANTIS Date: 2024.03.14 12:52:38 -05'00'

BRIDGETTE Digitally signed by BRIDGETTE DUPLANTIS

Bridgette Duplantis, Section Chief Leasing and Financial Responsibility Section Leasing and Plans

cc: Natalie Karl (<u>Nkarl@third-coast.com</u>) Ryan Varela (<u>Rvarela@mcgriff.com</u>) Dylan Young (<u>Dylan.Young@mcgriff.com</u>)

RECEIVED

March 11, 2024

Leasing & Financial Responsibility Section

March 13, 2024

Bureau of Ocean Energy Management ATTN: Leasing & Financial Responsibility Section 1201 Elmwood Park Blvd.; Mail Stop GM 266A New Orleans, LA 70123-2394

Re: Replacement Bond SBP150500_010 and Release Request for Bond SUR0015304

Dear Sir or Madam:

We hereby request the cancellation of Argonaut Insurance Company bond SUR0015304 which has been replaced by Siriuspoint America Insurance Company bond SBP150500 010.

Original Bond

Principal: High Point Gas Transmission, LLC

Bond No. SUR0015304 Bond Amount: \$300,000.00

Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond

Bond Type: Area Wide

Replacement Bond

Principal: High Point Gas Transmission, LLC Surety: Pennsylvania Insurance Company

Bond No. SBP150500_010 Bond Amount: \$300,000.00

Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond

Bond Type: Area Wide

As this request is accepted and processed, please provide notification via email to the following parties:

Natalie Karl Nkarl@third-coast.com

Dylan Young, McGriff Insurance Services, LLC: <u>Dylan.Young@mcgriff.com</u>

Thank you for your consideration, and if you have any questions, please feel free to contact Natalie Karl at (713) 380-4951 or NKarl@third-coast.com.

Sincerely,

Nadine Moustafa

Senior Vice President, General Counsel & Corporate Secretary

High Point Gas Gathering, L.L.C.

Cover Page OUTER CONTINENTAL SHELF PIPELINE RIGHT-OF-WAY GRANT BOND

Form BOEM-2030

This form dated March 2023 supersedes all previous versions of form BOEM-2030

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 RECEIVED

OMB Control No.: 1010-0006

Expiration Date: 3/31/2026

March 11, 2024

Leasing & Financial Responsibility Section

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 3 hours 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 Bureau of Ocean Energy Management

OMB Control No.: 1010-0006 Expiration Date: 3/31/2026

OUTER CONTINENTAL SHELF (OCS) PIPELINE RIGHT-OF-WAY GRANT BOND Bond No.: SBP150500_010

Bond Type: 🗵 Ar	rea Wide ☐ Additional Security (Check One) Area/ROW#: Amount; \$ 300,000.00	
Name of Surety: Mailing Address:	The Surety is the Company Guaranteeing Performance. Pennsylvania Insurance Company P.O. Box 3646	
	Omaha, NE 68103-0646	
If a Corporation, In	ncorporated in the State of: New Mexico ; County or Parish of: Santa Fe	
Check here if Surety 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 Pipeline Right-of-way (ROW) Grant Holder for Whom the Bond or additional security* is Issued. Name of Principal: High Point Gas Transmission, LLC		
Mailing Address:	1501 McKinney Street, Suite 800	
	Houston, TX 77010	
Schedule A, the OCS area and pipeline ROW grant covered by this bond or additional security*, is comprised of (check one or both): Gulf of Mexico Gulf of Mexico		
The following pipeline ROW grant [see 30 CFR 550.1011(a)(2)]:		
	Check here if additional information is continued on attached sheet.	
In addition to the Obligations of the Principal during the period of liability of this bond or additional security*, the Surety also accepts the following Obligations (check one): No Obligations other than the Obligations of the Principal during the period of liability of this bond or additional security*. All Obligations of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period of liability of this bond or additional security*. All Obligations of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period of liability of this bond or additional security* with the following exceptions or limitations (use an attached sheet if needed):		
Definitions	An Obligation 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 USC 1331 et seq.	
For the purposes of this document:	An Instrument includes any pipeline ROW grant, whereunder the Principal has the right, privilege, or license to conduct pipeline operations on the OCS. A Person includes an individual, a public or private corporation, a State, a political subdivision of a State, any association of individuals, corporations, States, or subdivisions of States, or a government agency.	
The Principal as ag the same extent as area designated in	the Principal verifies that the information above is correct and agrees to the following: gent on behalf of the pipeline ROW grant holder will fulfill all Obligations for the entire pipeline ROW grant and to though the Principal were the sole pipeline ROW grant holder for all pipeline ROW grants in Schedule A within an Schedule A.	
1. The Suret Bureau of purpose, f 2. The Suret Schedule unless this this bond 3. The Suret	the Surety verifies that the information above is correct and agrees to the following: y does hereby absolutely and unconditionally bind itself to the United States of America acting through and by the Ocean Energy Management (BOEM), or such other official designated by the Secretary of the Interior for this for the performance of all present and future Obligations. y agrees to meet all existing and future Obligations of the Principal on the pipeline ROW grant(s) described in A or acquired within that area after the effective date of this document at a cost not to exceed \$_\$300,000.00 s sum has been increased or decreased by a rider to this bond or additional security*executed in the same manner as or additional security*. y will be responsible for all Obligations of the Principal in existence at the time this document becomes effective and	
all Obligations that accrue after that date and until all Obligations are met or until the Regional Director terminates the per of liability of this bond or additional security*.		

OUTER CONTINENTAL SHELF (OCS) PIPELINE RIGHT-OF-WAY GRANT BOND (Continued)

- 4. If the Regional Director terminates the period of liability of this bond or additional security*, 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 or additional security* in favor of the Surety.
- 5. If this bond or additional security* is cancelled, the Regional Director may reinstate this bond or additional security* 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 Obligations of the pipeline ROW grant(s)in accordance with BOEM specifications be materially false and the BOEM relied upon such representation in canceling the instrument.
- 6. The Surety waives any right of notice of this bond or other security*taking effect and agrees that this bond or additional security* will take effect upon delivery to BOEM.
- 7. The Surety's Obligations will remain in full force and effect, even if:
- (a) Any person assigns the 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 modification of regulations or interpretations of regulations; 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 or additional security*, whether the termination is by operation of law or otherwise.
- (d) The BOEM takes or fails to take any action in enforcing, as against any party to the Instrument, the performance of any other covenant, condition or agreement of the pipeline ROW grant, 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.
- 8. The Surety agrees to be bound under this bond or additional security* as to the interests in any Instrument retained by the Principal when the BOEM approves the transfer of any or all of the Instruments.
- 9. In the event of any default under a pipeline ROW grant, the Surety must perform the Obligations of the Principal upon demand by the BOEM.
- 10. If the 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 the BOEM joins the pipeline ROW grant holder or any other party.
- 11. 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 or additional security* is on a "solidary" or "joint and several" basis along with other guarantors or sureties.
- 12. The Surety agrees to give prompt notice to the 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.
- 13. The Surety's Obligation and liabilities under this Bond or additional security* 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 the BOEM.
- 14. The Surety hereby waives any defenses to liability on this bond or additional security* based on an unauthorized Principal signature.
- * Must be approved by the Regional Director

OUTER CONTINENTAL SHELF (OCS) PIPELINE RIGHT-OF-WAY GRANT BOND (Continued)

Pennsylvania Insurance Company	High Point Gas Transmission, LLC
Name of Surety Signature of Person Executing for Surety Vickie Lacy, Attorney-in-Fact	Name of Principal Signature of Person Executing for Principal Nadine Moustafa, Senior Vice President, General Counsel & Corporate Secretary
Name and title typed or printed	Name and title typed or printed
P.O. Box 3646 Business Address	1501 McKinney Street, Suite 800 Business Address
Omaha, NE 68103-0646	Houston, TX 77010
Business Address	Business Address
Signed on this 27th day of February , 2024 , in the	e State of Texas, in the presence of:
Signature of Witness	Donna Rein Signature of Witness
Namesia Anderson, Witness	Donna Rein
Name typed or printed	Name typed or printed
10100 Katy Freeway, Suite 400	1501 McKinney Street, Suite 800
Address	Address
Houston, TX 77043	Houston, TX 77010
Address Note: The party signing for the Surely must attach a corporate resoluthis Obligation, pursuant to the acts of the corporate board of director executing this bond as Surely and the pipeline right-of-way grant hole	rs and the laws of the state of incorporation. The corporation

Paperwork Reduction Ac 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 (pipeline right-of-way holder). Responses are required to obtain or retain a benefit. Proprietary data are covered under 30 CFR 550.197. 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 3 hours per response (in the Alaska and Pacific Regions, this could take longer), 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.

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. MGFHOU01 0323

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe. New Mexico does herby nominate, constitute and appoint:

Ashley Koletar, Heather Notes, Joseph R. Aulbert, Marc W. Boots, Maria D. Zuniga, Richard Covington, Ryan Varela, Vickie Lacy, Dylan Young, Stephanie Moore Harold, Melanie Salinas

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate scal thereto."

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

> California Insurance Company, Continental Indemnity Company, Illinois Insurance Company, Pennsylvania Insurance Company

Jeffrey A. Silver, Secretary

Jeffrey A. Silver, Secretary

STATE OF NEBRASKA COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 20 23, before mea Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Do juglas, the day and year figt above written.

GENERAL NOTARY - State of Nebraska LINDA S. DAVIS My Comm. Exp. September 1, 2027

1, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do herby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

of said Company, on the 27th day of February , 20 24 IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the