

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: Bond No. SUR0076734

May 3, 2023

Targa LA Operating LLC 811 Louisiana, Suite 2100 Houston, TX 77002 Attn: Norman Winter

Dear Mr. Winter:

Your letter dated April 1, 2023, submitting Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental Bond No. SUR0076734, in the amount of \$3,160,000, was received by our office on May 2, 2023. This bond, conditioned to cover Right-of-Way OCS-G 1856, was executed on March 14, 2023, with Targa LA Operating LLC as principal and Argonaut Insurance Company as surety.

The bond conforms to the requirements of the leasing and operating regulations for the submerged lands of the Outer Continental Shelf. It is effective as of the date filed, May 2, 2023.

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

Sincerely,



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

cc: Julie R. Jackson (jrjackson@targaresources.com) Philip N. Bair (phil.bair@marsh.com)



April 1, 2023

RECEIVED

May 2, 2023

VIA EMAIL: boemgomrfinancialassurance@boem.gov

Bureau of Ocean Energy Management Leasing & Financial Responsibility Unit 1201 Elmwood Park Boulevard New Orleans, Louisiana 70123-2394

Leasing & Financial Responsibility Section

Re: Submitting Supplemental Bond affecting OCS-G 01856

Dear Sir or Madam:

Pursuant to the filing of an Assignment of Federal OCS Pipeline Right-of-Way Grant by Targa Midstream Services LLC ("Targa Midstream") (2340), as Assignor, and Targa LA Operating LLC ("Targa LA Operating") (3711), as Assignee, wherein Targa Midstream assigns 100% of its interest in right of way OCS-G <u>01856</u> to Targa LA Operating. Targa LA Operating submits the following supplemental bond;

1. Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental Bond by <u>Argonaut Insurance Company</u>, as Surety and Targa LA Operating LLC, as Principal, bearing Bond No. <u>SUR0076734</u>, in the amount of <u>\$3,160,000</u> dated the <u>March 14, 2023</u>, hereinafter referred to as the "Replacement Bond".

This bond replaces and supersedes the Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental Bond by <u>Argonaut Insurance Company</u>, as Surety and Targa Midstream Services LLC, as Principal, bearing Bond No. <u>SUR0035065</u> covering OCS-G <u>01856</u>, in the amount of <u>\$3,160,000</u>, dated <u>February</u> <u>26,2016</u>, effective March 9, 2016, hereinafter referred to as the "Original Bond".

The cancellation request for the Original Bond was submitted by Targa Midstream under a separate cover letter. Please review and approve the enclosed Replacement Bond.

If you have any questions regarding the above, or need additional information, we have provided the following contact information for each of the parties:

Bureau of Ocean Energy Management Leasing & Financial Responsibility Unit Page 2 April 1, 2023

For the Principal – Targa LA Operating LLC Julie R. Jackson 811 Louisiana St. Houston, Texas 77002 Email: jrjackson@targaresources.com Phone Number: 713-584-1474 Fax: 918-925-3852

For the Surety – <u>Argonaut Insurance Company</u> <u>Philip N. Bair</u> <u>2929 Allen Pkwy, Suite 2500</u> <u>Houston, TX 77019</u> <u>Email: phil.bair@marsh.com</u> <u>Phone Number: 713-346-1378</u> <u>Fax: 713-521-8378</u>

If you have any questions regarding the above, or need additional information, please contact <u>Tom Meriwether</u> at <u>713-584-1055</u> or by email at <u>tmeriwether@targaresources.com</u>, or the undersigned at <u>713-584-1559</u> or by email at <u>nwinter@targaresources.com</u>.

Very truly yours, Targa LA Operating LLC

Name: Norman Winter Title: Vice President – Land and ROW

Cover Page OUTER CONTINENTAL SHELF (OCS) MINERAL LESSEE'S OR OPERATOR'S SUPPLEMENTAL BOND

Form BOEM-2028A

This form dated January 2020 supersedes all previous versions of form BOEM-2028A

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**

May 2, 2023

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 15 minutes 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
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Bureau of Ocean Energy Management OCS Lease/RUE/ROW No. OCS-G01856

Bond No._SUR0076734 Bond Type Supplemental

Amount \$ 3, 160,000.00

OUTER CONTINENTAL SHELF (OCS) MINERAL LESSEE'S OR OPERATOR'S

SUPPLEMENTAL BOND			
The Surety is the entity Guaranteeing Performance.			
Name of Surety: Argonaut Insurance Company			
Mailing Address: P. O. Box 469011			
San Antonio, TX 78246			
If a Corporation, Incorporated in the State of: Illinois ; County or Parish of: Cook	_		
Kcheck 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. 5	70.		
The Principal is the Lessee or Designated Operator for Whom the Bond is Issued.			
Name of Principal: Targa LA Operating LLC			
Mailing Address: 811 Louisiana Street, Suite 2100, Houston, TX 77002			
Schedule A, the lease/RUE/ROW covered by this bond, is composed of: (add legal description)			
Check here if additional information is on attached sheet.			
The following lease/RUE/ROW: See Schedule A Attached			
In addition to the Obligations of the Principal during the period of liability of this bond, 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.			
All Obligations of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period	d of		
liability of this bond. All Obligations of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period	od of		
liability of this bond with the following exceptions or limitations (use an attached rider).			
Definitions A Principal includes an entity holding an interest in the oil & gas lease in one or more of the following ways:	(1)		
as an approved record title owner of all or a portion of the lease, (2) as an approved operating rights owner of a	ıll or		
For the purposes a portion of the lease, or (3) as a designated operator or designated agent in all or a portion of the lease.			
of this document: A Lessee includes an approved record title owner of all or a portion of the lease or an approved operating rights			
owner of all or a portion of the lease. 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 U.S.C. 1331 et seq.).			
An Instrument includes individually or collectively any lease, operating agreement, designation of operator o			
agent, storage agreement, compensatory royalty agreement, transfer of operating rights, permit, lice			
easement, whereunder the Principal has the right, privilege, or license to conduct operations on the OCS.			
A Person includes an individual, a public or private entity, a State, a political subdivision of a State, any association individuals, corporations, States, or subdivisions of States, or a government agency.	11 01		
By signing below, the Principal verifies that the information above is correct and agrees to the following:			
The Principal as agent on behalf of all lessees, operating rights owners, and operators will fulfill all Obligations for the entire lease	hold		
and to the same extent as though the Principal were the sole lessee for the lease/RUE/ROW in Schedule A.			
By signing below, the Surety verifies that the information above is correct and agrees to the following:			
1. The Surety does hereby absolutely and unconditionally bind itself to the United States of America acting through and by the Bureau of Ocean Energy Management (BOEM), or such other official designated by the Secretary of the Interior for this purpose,			
for the payment of all of the cost of the plugging and abandonment Obligations.			
2. The Surety 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 period of			
liability of this bond.			
3. If the Regional Director terminates the period of liability of this bond, 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 in favor of the Surety.If this bond is cancelled, the Regional Director may reinstate this bond as if no cancellation had occurred if any payment of any			
4. If this bond is cancelled, the Regional Director may reinstate this bond as it no cancellation had occurred if any payment of any Obligation 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 lease in accordance with BOEM specifications be materially false and BOEM relied upon such representation in canceling the instrument.

- 5. The Surety waives any right of notice of this bond taking effect and agrees that this bond will take effect upon delivery to BOEM.
- 6. The Surety's Obligations will remain in full force and effect, even if:
 - (a) Any person assigns all or part of any interest in an 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 commitment to a unit, cooperative, communitization, or storage agreement; suspension of operations or production; suspension or changes in rental, minimum royalty, or royalties; modification of regulations or interpretations of regulations; creation or modification of compensatory royalty agreements or payments; 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, whether the termination is by operation of law or otherwise.
 - (d) BOEM takes or fails to take any action in enforcing, as against any party to the Instrument, the payment of rentals or royalties or the performance of any other covenant, condition or agreement of the lease, 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.
- 7. The Surety agrees to be bound under this bond as to the interests in any Instrument retained by the Principal when BOEM approves the transfer of any or all of the Instruments or interests in the Instruments.
- 8. In the event of any default under a lease, the Surety must provide payment of all of the cost of the Obligations of the Principal upon demand by BOEM.
- 9. If 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 BOEM joins the lessees or any other party.
- 10. 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 is on a "solidary" or "joint and several" basis along with other guarantors or sureties.
- 11. The Surety agrees to give prompt notice to 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.
- 12. The Surety's Obligation and liabilities under this Bond 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 BOEM.
- 13. The Surety hereby waives any defenses to liability on this bond based on an unauthorized Principal signature.

Argonaut Insurance Company Name of Surety Signature of Person Executing for Surety Philip N. Bair, Attorney-in-Fact Name and Title (typed or printed) 2929 Allen Pkwy, Suite 2500 Business Address Houston, TX 77019	Targa LA Operating LLC Name of Principal Name of Principal Signature of Person Executing for Principal Norman Winter, Vice President - Land and ROW Name and Title (typed or printed) 811 Louisiana Street, Suite 2100 Business Address Houston, TX 77002
Business Address	Business Address
	_, 20 23 _, in the State of Texas, in the presence of:
Signature of Witness Jessica Richmond Name (typed or printed) 2929 Allen Pkwy, Suite 2500 Address Houston, TX 77019 Address	<u>Sheila Lum</u> Signature of Witness Sheila Lum Name (typed or printed) 811 Louisiana Street, Suite 2100 Address Houston, TX 77002 Address

Note: The person executing for the Surety must attach a corporate resolution and power of attorney stating his or her authority to undertake this Obligation, pursuant to the acts of the corporate board of directors and the laws of the State of incorporation. The corporation executing this bond as Surety and the Principal, if a corporation, must affix their corporate seals.

BOEM-2028A (January 2020)

Previous Editions are Obsolete.

Schedule A Bond No. SUR0076734

ROW OCS-G 01856, Segment Numbers 1547 and 3497: A 200-foot wide Right-of-Way to operate and maintain a 6-inch pipeline, 5.12 miles length (Segment No. 1547), to transport gas from Platform No. 1 in Block 289, through Blocks 290 and 164, to a 16-inch subsea tie-in with segment number 3497 in Block 165, all in West Cameron Area and one 16-inch pipeline, 24.51 miles in length (Segment No. 3497), to transport gas from a 16-inch subsea tiein in Block 165, through Blocks 164, 153, 128, 117, 92, 81, 56, 55 and 46, to the Federal/State boundary in Block 19, all in West Cameron Area.

Argonaut Insurance Company

By:

Philip N. Bair, Attorney-in-Fact

Argonaut Insurance Company Deliveries Only: 225 W. Washington, 24th Floor Chicago, IL 60606 United States Postal Service: P.O. Box 469011, San Antonio, TX 78246 POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Philip N. Bair, Joyce A. Johnson, Jessica Richmond, Stephanie Gross, Tannis Mattson, Mary Ann Garcia, Mario E. Arzamendi, Laura E. Sudduth, Amanda Turman-Avina, Barbara Norton, Teuta Luri, Jennie Goonie

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

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 Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant 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 the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate scal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021. Argonaut Insurance Company

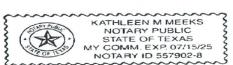


Gary E. Grose, President

STATE OF TEXAS COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, 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 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 Harris, the day and year first above written.



Kathun m. muels

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of

th _{day of} March

2023



Terether Har

Austin W. King , Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.