

# **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. DUA001673

May 29, 2025

EP Energy E&P Company, L.P. c/o McGriff 10100 Katy Freeway, Suite 400 Houston, TX 77043 Attn: Ashley Koletar

Dear Ms. Koletar:

Your letter dated May 28, 2025, submitting replacement Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond No. DUA001673, in the amount of \$3,000,000, was received by our office on that same date. This bond, conditioned to cover the principal's leasehold interest held now or hereafter in the Gulf of America, was executed on July 8, 2024, with EP Energy E&P Company, L.P. as principal and AXIS Insurance Company as surety.

This bond replaces Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond No. 104758979, in the amount of \$3,000,000. This bond, conditioned to cover principal's leasehold interest held now or hereafter in the Gulf of Mexico, was executed on July 6, 2006, with El Paso E&P Company, L.P. as principal, and Travelers Casualty and Surety Company of America as surety.

Attached to and forming a part of Bond No. 104758979, is Name Change Surety Rider, executed on July 1, 2012, which changes the name of the principal from El Paso E&P Company, L.P. to EP Energy E&P Company, L.P. The rider is effective June 1, 2012.

The replacement bond, Bond No. DUA001673, conforms to the requirements of the leasing and operating regulations for submerged lands of the Outer Continental Shelf and is considered to be effective July 8, 2024, the date it was executed. The period of liability of Bond No. 104758979 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 boemgulffinancialassurance@boem.gov.



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

cc: Daniel Savitz (<u>dsavitz@verdunoilco.com</u>) Ashley Koletar (<u>akoletar@mcgriff.com</u>)



May 28, 2025

via email transmission (boemGOMRfinancialassurance@boem.gov)

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

Re: <u>Acceptance of Replacement Bond</u> Principal: EP Energy E&P Company, L.P. Bond No. DUA001672 Surety: AXIS Insurance Company Bond Amount: \$300,000 General Areawide Pipeline ROW Bond

> <u>Cancellation Request</u> Principal: EP Energy E&P Company, L.P. Bond No. 104758980 Surety: Travelers Casualty and Surety Company of America Bond Amount: \$300,000 General Areawide Pipeline ROW Bond

Acceptance of Replacement Bond Principal: EP Energy E&P Company, L.P. Bond No. DUA001673 Surety: AXIS Insurance Company Bond Amount: \$3,000,000 General Areawide Operator's Bond

<u>Cancellation Request</u> Principal: EP Energy E&P Company, L.P. Bond No. 104758979 Surety: Travelers Casualty and Surety Company of America Bond Amount: \$3,000,000 General Areawide Operator's Bond RECEIVED

May 28, 2025

Leasing & Financial Responsibility Section Dear Sir or Madam:

On behalf of EP Energy E&P Company, L.P., please find enclosed two fully executed "like for like" Replacement Bonds outlined above.

Upon acceptance of the replacement bonds, we hereby request the cancellation and release of the current bonds referenced above.

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

Daniel Savitz, EP Energy: <u>dsavitz@verdunoilco.com</u> Ashley Koletar, McGriff Insurance Services, Inc.: <u>akoletar@mcgriff.com</u>

Thank you for your consideration, and if you have any questions, please feel free to contact Ashley Koletar at (713) 906-3013 or by the above stated email address.

Sincerely,

Ashley Koletar

Ashley Koletar Attorney-In-Fact



## Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

## POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Namesia Anderson, Joseph R Aulbert, Marc W Boots, Richard Covington, Michael Garcia, Susan Golla, Ashley Koletar, Vickie Lacy, Stephanie Moore Harold, Melanie Salinas, Ryan Varela, Dylan Young, Maria D Zuniga of Houston, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 16th day of February, 2024.



State of Connecticut

### City of Hartford ss.

Grissom, Senior Vice President

On this the **16th** day of **February**, **2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

Inna ( Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

## Dated this 28th day of May , 2025 .

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-1	Kevin	E. H	ughes,	Assistant Secretary	

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached. U.S. Department of the Interior Bureau of Ocean Energy Management OMB Control No.: 1010-0006 Expiration Date: 3/31/2026

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

## Form BOEM-2028

# This form dated March 2023 supersedes all previous versions of form BOEM-2028

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 28, 2025

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**

Bureau of Ocean Energy Management Lease No. Gulf of America

Bond No.\_DUA001673

Bond Type Areawide Exploration

Amount \$ 3,000,000.00

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

	The <b>Surety</b> is the entity Guaranteeing Performance.				
	XIS Insurance Company				
Mailing Address:	10000 Avalon Boulevard, Suite 200				
	Alpharetta, GA 30009				
If a Corporation, In	corporated in the State of: Illinois ; County or Parish of: Fulton				
Check here if Suret	y 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 <b>Principal</b> is the Lessee or Designated Operator for Whom the Bond is Issued.				
	EP Energy E&P Company, L.P.				
Mailing Address: <u>Q</u>	945 Bunker Hill Road, Suite 1300				
	Houston, TX 77024				
Schedule A, the region or leases covered by this bond, is composed of: (Check one and add legal description) The following region: Gulf of America					
The following lea	se(s):				
	Check here if additional lease information is continued on attached sheet.				
	bligations of the Principal during the period of liability of this bond, the Surety also accepts the following				
Obligations: (Chec					
	other than the Obligations of the Principal during the period of liability of this bond. of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period				
of liability of this					
	of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period				
of liability of thi	s bond with the following exceptions or limitations (use an attached rider).				
Definitions	A <b>Principal</b> includes an entity holding an interest in the oil & gas lease in one or more of the following ways: (1)				
Demitions	as an approved record title owner of all or a portion of the lease, (2) as an approved operating rights owner of all 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 <b>Obligation</b> 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 or				
	agent, storage agreement, compensatory royalty agreement, transfer of operating rights, permit, license, or				
	easement, whereunder the Principal has the right, privilege, or license to conduct operations on the OCS. A <b>Person</b> includes an individual, a public or private entity, a State, a political subdivision of a State, any association of				
	individuals, corporations, States, or subdivisions of States, or a government agency.				
By signing below,	the Principal verifies that the information above is correct and agrees to the following:				
	se indicated on Schedule A, the Principal will fulfill all Obligations for the entire leasehold and to the same				
U U	he Principal were the sole lessee for all leases in Schedule A or for all leases for which the Principal has an				
	egion designated in Schedule A. the Surety verifies that the information above is correct and agrees to the following:				
	es 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,					
	nance of all present and future Obligations.				
	l 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.				
	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.				
4. If this bond is cancelled, the Regional Director may reinstate this bond 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 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.

20<sup>24</sup>

**AXIS Insurance Company** 

Name of Surety

Signature of Person Executing for Surety

Vickie Lacy, Attorney-in-Fact

Name and Title (typed or printed) 10000 Avalon Boulevard, Suite 200

**Business Address** 

Alpharetta, GA 30009

**Business Address** 

day of July 8th Signed on this

EP Energy E&P Company, L.P. Name of Principal

Signature of Person Executing for Principal Janti Vice President any

Name and Title (typed or printed) 945 Bunker Hill Road, Suite 1300

**Business Address** 

Houston, TX 77024

**Business Address** 

Texas in the State of

Signature of Witness

Namesia Anderson

Name (typed or printed)

10100 Katy Freeway, Suite 400

Address

Houston, TX 77043

Signature of Witness Name (typed or printed) te 1300

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.

Address

BOEM-2028 (March 2023) Previous Editions are Obsolete. in the presence of:

DUA001673

## **POWER OF ATTORNEY**

Know All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company. (the "Company") does hereby appoint:

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

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appontinent at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on September 27, 2023:

RESOLVED, that in connection with the Agreements, any one of the Chief Executive Officer. President, any Executive Vice President, any Senior Vice President of the Company, or any Vice President - Surety (each an "Authorized Officer"), acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact, and to allow such Attorneys-In-Fact to further delegate their power and authority pursuant to appropriate written agreements, to make, execute, seal and deliver for and on behalf of the Company as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf; and

RESOLVED FURTHER, that each of the each of the Authorized Officers and any Secretary or Assistant Secretary of the Company, hereby is, acting singly, authorized, empowered and directed to perform such acts and things as may be necessary or appropriate to carry out the foregoing resolution and the transactions contemplated thereby.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate scal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

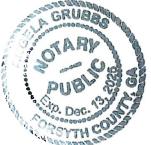
Attested and Certified AXIS Insurance Compar By: Printed Name: Andrew M. Weissert Title: Senior Vice President

# CORPORATE SEAL

#### STATE OF GEORGIA COUNTY OF FULTON

Before me personally came <u>Andrew M. Weissert</u>, <u>Senior Vice President of AXIS Insurance Company</u>, to me known to be the individual and officer described herein, who acknowledged that they, being duly authorized, signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company</u>.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.



CERTIFICATION

I, <u>Frances R. Mathis</u>. <u>Assistant Secretary</u> of AXIS Insurance Company, do hereby certify that the attached Power of Attorney the 10th day of October, 2023, on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said <u>Andrew M. Weissert</u>, who executed the Power of Attorney, was a duly elected Senior Vice President of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 8th day of July , 20 24

By: ma

Printed Name: Frances R. Mathis

Title: Assistant Secretary

