

### **United States Department of the Interior**

#### BUREAU OF OCEAN ENERGY MANAGEMENT

New Orleans Office 1201 Elmwood Park Boulevard New Orleans, LA 70123-2394

June 4, 2025 In Reply Refer To: Bond No. DUA001671

EP Energy Management, L.L.C. c/o McGriff 10100 Katy Freeway, Suite 400 Houston, TX 77043 Attn: Ashley Koletar

Dear Ms. Koletar:

Your letter dated May 28, 2025, submitting Bond Rider To Assume Liability, Rider No. 1, to be attached to and form a part of Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond No. DUA001671, in the amount of \$300,000, was received by our office on June 2, 2025. This bond, conditioned to cover the principal's pipeline operations in the Gulf of America, was executed on July 8, 2024, with EP Energy Management, L.L.C. as principal and AXIS Insurance Company as surety.

With the acceptance of Rider No. 1, executed on May 29, 2025, Bond No. DUA001671 extends to and covers all liability associated with Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond No. 103601456, in the amount of \$300,000, executed on April 20, 2001. Therefore, the period of liability of Bond No. 103601456 is now considered terminated and the bond is cancelled without residual liability effective July 8, 2024, the effective date of Rider No. 1.

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

Sincerely,

**BERNADET** TE THOMAS Date: 2025.06.04 07:44:21 -05'00'

Digitally signed by BERNADETTE THOMAS

Bernadette Thomas Regional Supervisor Leasing and Plans

cc: Daniel Savitz (dsavitz@verdunoilco.com) Ashley Koletar (akoletar@mcgriff.com)



May 28, 2025

via email transmission (boemGOMRfinancialassurance@boem.gov)

June 2, 2025

RECEIVED

Bureau of Ocean Energy Management

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

Re: Acceptance of New Bond

Principal: EP Energy Management, L.L.C.

**Bond No. DUA001671** 

**Surety: AXIS Insurance Company** 

Bond Amount: \$300,000

**General Areawide Pipeline ROW Bond** 

Dear Sir or Madam:

On behalf of EP Energy Management, L.L.C., please find enclosed a fully executed New Bond and Assumption of Liability Rider outlined 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.: akoletar@mcgriff.com

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

OMB Control No.: 1010-0006

Expiration Date: 3/31/2026

# 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

June 2, 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 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.: DUA001671 Bond Type: Area wide Area wide Additional Security (Check One) Area/ROW #: \_\_\_\_\_ Amount: \$300,000.00 The **Surety** is the Company Guaranteeing Performance. **AXIS Insurance Company** Name of Surety: Mailing Address: 10000 Avalon Boulevard, Suite 200 Alpharetta, GA 30009 If a Corporation, Incorporated in the State of: Illinois ; County or Parish of: Fulton 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: EP Energy Management, L.L.C. 945 Bunker Hill Road, Suite 1300 Mailing Address: Houston, TX 77024 Schedule A, the OCS area and pipeline ROW grant covered by this bond or additional security\*, is comprised of (check one or both): The following OCS area[(see 30 CFR 550.1011(b)]: Gulf of America 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): An **Obligation** includes any obligation arising from any regulations of the Department of the Interior or any **Definitions** Instrument issued, maintained, or approved under the OCS Lands Act, 43 USC 1331 et seg. An Instrument includes any pipeline ROW grant, whereunder the Principal has the right, privilege, or license to For the purposes conduct pipeline operations on the OCS. of this document: 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. By signing below, the Principal verifies that the information above is correct and agrees to the following: The Principal as agent on behalf of the pipeline ROW grant holder will fulfill all Obligations for the entire pipeline ROW grant and to

The Principal as agent on behalf of the pipeline ROW grant holder will fulfill all Obligations for the entire pipeline ROW grant and to the same extent as though the Principal were the sole pipeline ROW grant holder for all pipeline ROW grants in Schedule A within an area designated 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 performance of all present and future Obligations.
- 2. The Surety agrees to meet all existing and future Obligations of the Principal on the pipeline ROW grant(s) described in Schedule A or acquired within that area after the effective date of this document at a cost not to exceed \$\_\$\$ 300,000.00 unless this sum has been increased or decreased by a rider to this bond or additional security\*executed in the same manner as this bond or additional security\*.
- 3. 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 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)**

AXIS Insurance Company	EP Energy Management, L.L.C.
Name of Surety	Name of Principal
Signature of Person Executing for Surety	Signature of Person Executing for Principal
Vickie Lacy, Attorney-in-Fact	Daniel Saviz Vice President
Name and title typed or printed	Name and title typed or printed
10000 Avalon Boulevard, Suite 200	945 Bunker Hill Road, Suite 1300
Business Address	Business Address
Alpharetta, GA 30009	Houston, TX 77024
Business Address	Business Address
Signed on this 8th day of July	, 20 24, in the State of Texas, in the presence of:
1 Cultur	Size SWith
Signature of Witness	Signature of Witness
Namesia Anderson	Jarah Terry
Name typed or printed	Name typed or printed
Name typed or printed	Name typed or printed
Name typed or printed 10100 Katy Freeway, Suite 400	Name typed or printed  945 Bunker Hill Rd. Six 1300

Note: The party signing 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 pipeline right-of-way grant holder, if a corporation, must affix their corporate seals.

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 (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.

DUA001671

#### 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 revolve this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seat 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 seal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

Attested and Certified
AXIS Insurance Compa

By:

In MI

Printed Name: Andrew M. Weissert

Title: Senior Vice President



#### STATE OF GEORGIA COUNTY OF FULTON

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company, 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.

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

Angela Trubles
Notary Public

#### CERTIFICATION

I, Frances R. Mathis, Assistant Secretary 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 Andrew M. Weissert, 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 2024.

By: France May

Printed Name: Frances R. Mathis

Title: Assistant Secretary



#### BOND RIDER TO ASSUME LIABILITY Rider No. 1

Attaching to and forming part of Outer Continental Shelf (OCS) Pipeline Right-Of-Way Grant Bond Bond No. DUA001671, effective July 8, 2024 on behalf of EP Energy Management, L.L.C., as Principal, in favor of United States Department of Interior, Bureau of Ocean Energy Management, as Obligee, in the amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00).

It is understood and agreed that effective July 8, 2024 this bond also extends to and covers all liability associated with the following bond:

Bond #

Surety

**Effective** 

103601456

Travelers Casualty and **Surety Company of America**  **April 20, 2001** 

All other conditions and terms to remain as originally written.

Signed, sealed and dated this 29th day of May, 2025.

EP Energy Management, L.L.C.

**Principal** 

By:

Daniel Savitz, Vice President

RECEIVED

June 2, 2025

Leasing & Financial Responsibility Section **AXIS Insurance Company** 

Surety

Namesia Anderson, Attorney-in

#### 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, Joseph R. Aulbert, Marc W. Boots, Maria D. Zuniga, Melanie Salinas, Namesia Anderson, Richard Covington, Ryan Varela, Stephanie Moore Harold, and Vickie Lacy.

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 appointment 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

RESOL VED 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 seal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

Attested and Certified
AXIS Insurance Company

Ву:

Printed Name: Andrew M, Weissert

Title: Senior Vice President



#### STATE OF GEORGIA COUNTY OF FULTON

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company, 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.

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

Angela Stubles
Notary Public

#### 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 <u>10th day of October, 2023</u>, 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 29th day of May 20 25

By: Francel Mer

Printed Name: Frances R. Mathis

Title: Assistant Secretary





[Seal]