



United States Department of the Interior

BUREAU OF OCEAN ENERGY MANAGEMENT

Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

In Reply Refer To: MS GM 266A
PB000239900029

April 12, 2019

TOPCO OFFSHORE, LLC
5858 Westheimer Road, Suite 115
Houston, TX 77057
Attn: Cynthia A. Nicholson

Dear Ms. Nicholson:

Your letter dated April 5, 2019, submitting Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond No. **PB000239900029**, in the amount of \$300,000, was received by our office on April 5, 2019. This bond, conditioned to cover principal's pipeline operations in the Gulf of Mexico, was executed on April 3, 2019, with TOPCO OFFSHORE, LLC as principal and Philadelphia Indemnity 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, April 5, 2019.

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

Sincerely,

Susan Vaughan, Section Chief
Leasing and Financial Responsibility Section
Leasing and Plans

cc: Philadelphia Indemnity Insurance Company
601 Union Street, Suite 100
Seattle, WA 98101
Attn: Debbie Lindstrom

Sent Via Email To: amanda@topcooffshore.com , debbie.lindstrom@usi.com , CNicholson@gamb.law

GORDON ARATA
MONTGOMERY BARNETT

Cynthia A. Nicholson
(504) 569-1658
cnicholson@gamb.law

201 St. Charles Avenue, 40th Floor
New Orleans, Louisiana 70170-4000
(504) 582-1111 · Fax (504) 582-1121
www.gordonarata.com

April 5, 2019

Ref: 6610-34859

By hand delivery

Bureau of Ocean Energy Management
Leasing & Financial Responsibility
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard MS 266A
New Orleans, LA 70123-2390

Dear Sir or Madam:

On behalf of TOPCO OFFSHORE, LLC (GOM Company No. 3472), enclosed please find the following bonds:

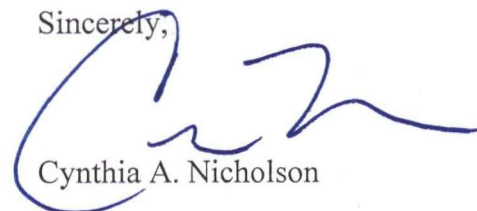
1. BOEM-2030 **Outer Continental Shelf (OCS) Pipeline Area-wide Right-of-Way Grant Bond**, Bond No. PB000239900029, in the amount of \$300,000.00, which covers the Gulf of Mexico, by TOPCO OFFSHORE, LLC, as principal, and Philadelphia Indemnity Insurance Company, as surety;

2. BOEM-2028 **Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Exploration Bond**, Bond No. PB00239900030, in the amount of \$200,000.00, which covers OCS-G 34802, by TOPCO OFFSHORE, LLC, as principal, and Philadelphia Indemnity Insurance Company, as surety; and

3. BOEM-2028 **Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Development Bond**, Bond No. PB00239900031, in the amount of \$500,000.00, which covers OCS-G 33596, by TOPCO OFFSHORE, LLC, as principal, and Philadelphia Indemnity Insurance Company, as surety.

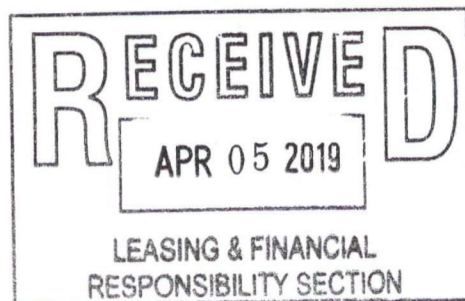
Please date-stamp and return to me the copy of the enclosed bonds. Please let me know if you have any questions or need any further documentation. My email address is cnicholson@gamb.law.

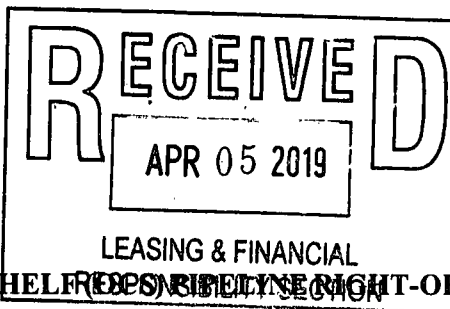
Sincerely,



Cynthia A. Nicholson

Enclosures





U.S. Department of the Interior
Bureau of Ocean Energy Management

OMB Control No.: 1010-0006
Expiration Date: 6/30/2019

OUTER CONTINENTAL SHELF PIPELINE RIGHT-OF-WAY GRANT BOND

Bond No.: PB000239900029

Bond Type: [X] Area [] Additional Security (Check One) Amount: \$300,000.00

The Surety is the Company Guaranteeing Performance.

Name of Surety: Philadelphia Indemnity Insurance Company
Mailing Address: One Bala Plaza East, Ste 100
Bala Cynwyd, PA 19004-1403

If a Corporation, Incorporated in the State of: Pennsylvania; County or Parish of:

[X] 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: TOPCO OFFSHORE, LLC
Mailing Address: 5858 Westheimer Road, Suite 115, Houston, Texas 77057

Schedule A, the OCS area and pipeline ROW grant covered by this bond or additional security*, is comprised of (check one or both):

- [X] The following OCS area[(see 30 CFR 550.1011(b))]: Gulf of Mexico
[] The following pipeline ROW grant [see 30 CFR 550.1011(a)(2)]:

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):

- [X] 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.
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.

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 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)

Philadelphia Indemnity Insurance Company

Name of Surety



Signature of Person Executing for Surety

Debbie Lindstrom, Attorney-in-Fact

Name and title typed or printed

601 Union Street, Ste 1000

Business Address

Seattle, WA 98101

Business Address

TOPCO OFFSHORE, LLC

Name of Principal



Signature of Person Executing for Principal

Amanda Thompson, Manager

Name and title typed or printed

5858 Westheimer Road, Suite 115

Business Address

Houston, Texas 77057

Business Address

Signed on this 3rd day of April, 2019, in the State of WA, in the presence of:



Signature of Witness

John E. Drummey, Jr.

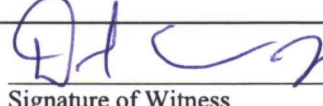
Name typed or printed

601 Union Street, Ste 1000

Address

Seattle, WA 98101

Address



Signature of Witness

DAVID MONICO

Name typed or printed

5858 WESTHEIMER RD, STE 115

Address

HOUSTON, TX 77057

Address

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 15 minutes 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.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Debbie Lindstrom, John Drummev, Jr., Kathleen M. Mitchell, Scott C. Alderman, Peggy A. Firth, Jamie Stroh, Amber Engel, Brandi Heinbaugh and Timothy S. Buhite of USI Insurance Services National, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

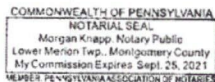
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 3rd day of April, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY