



# 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  
0194196

NOV 21 2019

LLOG Exploration Offshore, L.L.C.  
1001 Ochsner Offshore, L.L.C., Suite 100  
Covington, LA 70433  
Attn: Philip S. LeJeune

Dear Mr. LeJeune:


Your letter dated November 14, 2019, submitting replacement Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond No. 0194196, in the amount of \$1,595,000, was received by our office on November 15, 2019. This bond, conditioned to cover Right-of-Way OCS-G 29093, was executed on November 8, 2019, with LLOG Exploration Offshore, L.L.C. as principal and Berkley Insurance Company as surety.

This bond replaces Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond No. RLB0016473, in the amount of \$1,595,000. This bond, conditioned to cover Right-of-Way OCS-G 29093, was executed on May 17, 2016, with LLOG Exploration Offshore, L.L.C. as principal, and RLI Insurance Company as surety.

The replacement bond, Bond No. 0194196, conforms to the requirements of the leasing and operating regulations for submerged lands of the Outer Continental Shelf and is considered to be effective November 8, 2019, the date it was executed. The period of liability of Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond No. RLB0016473 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](mailto:boemgomrfinancialassurance@boem.gov).

Sincerely,



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

cc: Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830  
Attn: Richard Covington

RLI Insurance Company  
8 Greenway Plaza, #400  
Houston, TX 77046  
Attn: Jason T. Kilpatrick

Sent Via Email To: [philipm@llog.com](mailto:philipm@llog.com) , [akoletar@mcgriff.com](mailto:akoletar@mcgriff.com) , [carole@llog.com](mailto:carole@llog.com) ,  
[energy.surety@rlicorp.com](mailto:energy.surety@rlicorp.com)

November 14, 2019

Bureau of Ocean and Energy Management  
1201 Elmwood Park Blvd.  
New Orleans, LA 70123

ATTN: Leasing and Financial Responsibility Section, Mail Stop GM266A

**Re: Filing of New Bond to Replace Existing Bond**

Dear Sir or Madam:

Attached please find OCS Pipeline Right-of-Way Grant Bond for ROW OCS-G-29093, Gulf of Mexico, Bond Number 0194196 in the amount of \$1,595,000 posted in favor of the U.S. Department of the Interior, Bureau of Ocean Energy Management by LLOG Exploration Offshore, LLC (as Principal) and Berkley Insurance Company, (as Surety).

This bond is filed to replace OCS Pipeline Right-of-Way Grant Bond for ROW OCS-G-29093, Gulf of Mexico, Bond Number RLB0016473, in the amount of \$1,595,000 originally filed on May 17, 2016 posted in favor of the U.S. Department of the Interior, Bureau of Ocean Energy Management by LLOG Exploration Offshore, LLC (as Principal) and RLI Insurance Company (as Surety).

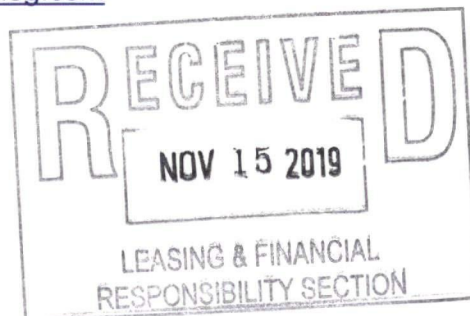
We hereby respectfully request that the U.S. Department of the Interior, Bureau of Ocean Energy Management accept Bond Number 0194196 as a replacement for the existing Bond, Bond Number RLB0016473 as of the effective date of the replacement bond and simultaneously release Bond Number RLB0011673 effective the same day.

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

Philip Manning, LLOG Exploration Company, LLC: [philipm@llog.com](mailto:philipm@llog.com)  
Ashley Koletar, McGriff, Seibels & Williams of Texas, Inc.: [akoletar@mcgriff.com](mailto:akoletar@mcgriff.com)  
Carol Eaton, LLOG Exploration Offshore, LLC: [carole@llog.com](mailto:carole@llog.com)

After your careful review, please return the released bond to:

Mr. Geoff King  
RLI Insurance Company  
2925 Richmond Avenue, Suite 1600  
Houston, TX 77098

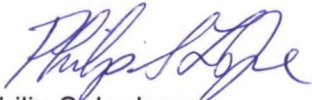


Please notify Berkley Surety Group upon acceptance on Bond 0194196 at the following address:

Berkley Surety Group  
ATTN: Randy Calhoun  
3800 Douglas Avenue  
Suite 800  
Dallas, TX 75225

Should you have any questions in this matter, please contact Carol Eaton at (985) 801-4362 or by email at [carole@llog.com](mailto:carole@llog.com).

Sincerely,



Philip S. LeJeune  
President and Chief Executive Officer

cc: Phillip Manning  
Carol Eaton

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

Bond No.: 0194196

Bond Type:  Area  Additional Security (Check One) \_\_\_\_\_ Amount: \$ 1,595,000.00

The Surety is the Company Guaranteeing Performance.

Name of Surety: Berkley Insurance Company

Mailing Address: 475 Steamboat Road  
Greenwich, CT 06830

If a Corporation, Incorporated in the State of: Delaware; County or Parish of: New Castle

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: LLOG Exploration Offshore, L.L.C.

Mailing Address: 1001 Ochsner Boulevard, Suite 100  
Covington, LA 70433

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))]: \_\_\_\_\_

The following pipeline ROW grant [see 30 CFR 550.1011(a)(2)]: OCS-G29093, See attached ROW Description

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**

For the purposes of this document:

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.

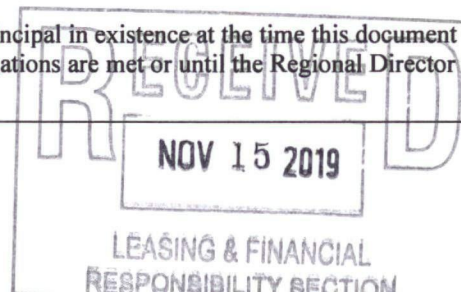
A **Person** includes an individual, a public or private corporation, a State, a political subdivision of a State, any association of individuals, corporations, States, or subdivisions of States, or a government agency.

**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 \$ 1,595,000.00 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)**

Berkley Insurance Company  
Name of Surety

*Richard Covington*  
Signature of Person Executing for Surety

Richard Covington, Attorney-In-Fact  
Name and title typed or printed

475 Steamboat Road  
Business Address

Greenwich, CT 06830  
Business Address

LLOG Exploration Offshore, L.L.C.  
Name of Principal

*Philip S. LeJeune*  
Signature of Person Executing for Principal

Philip S. LeJeune, President and Chief Executive Officer  
Name and title typed or printed

1001 Ochsner Boulevard, Suite 100  
Business Address

Covington, LA 70433  
Business Address

Signed on this 8th day of November, 2019, in the State of Texas, in the presence of:

*Melanie Hill*  
Signature of Witness

Melanie Hill  
Name typed or printed

10100 Katy Freeway, Suite 400  
Address

Houston, TX 77043  
Address

*Philip A. Manning*  
Signature of Witness

Philip A. Manning  
Name typed or printed

1001 Ochsner Boulevard, Suite 100  
Address

Covington, LA 70433  
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.

**BOND NUMBER: 0194196**

**Schedule "A"**

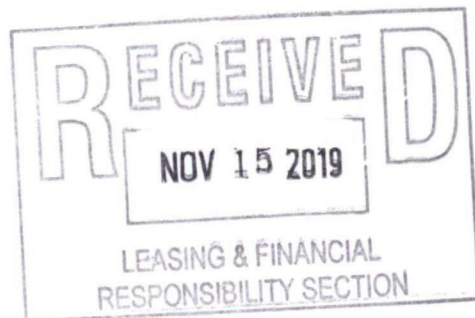
**Pipeline Right-of-Way Number: OCS-G 29093**

**Pipeline Segment Number: 18307**

**Umbilical Segment Number: 18308**

**The ROW covered by this bond is composed of:**

**A 200-foot wide right-of way to install, operate and maintain a 5.563-inch pipeline, 2.22 miles in length, to transport bulk oil from a Pipeline End Manifold (PLEM) through a 51-ft long jumper and a PLET in Block 199 to Platform A in Block 243 via a 5.563-inch pipeline, 2.22 miles in length, also and a 4-inch associated umbilical, 2.17 miles in length, from Platform A in Block 243 to umbilical Terminal Hub (UTH) in Block 199, all located in Mississippi Canyon Area**





POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Marc W. Boots; Vickie Lacy; Richard Covington; Maria D. Zuniga; Joseph R. Aulbert; Ashley Koletar; or Ryan Varela of McGriff, Seibels & Williams, Inc. dba McGriff, Seibels & Williams of Texas, Inc. of Houston, TX* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3<sup>rd</sup> day of June, 2019.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman  
Executive Vice President & Secretary

By Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 3<sup>rd</sup> day of June, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundbaken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 8th day of November, 2019.

(Seal)

Vincent P. Forte  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.