



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: MS GM 266A
OCS-G 28454

August 10, 2020

MP Gulf of Mexico, LLC
9805 Katy Freeway, Suite G-200
Houston, TX 77024
Attn: Tyler Alcorn

Dear Mr. Alcorn:

Your letter dated July 31, 2020, submitting Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental Bond No. SU14252, in the amount of \$1,745,185, was received by our office on July 31, 2020. This bond, conditioned to cover Right-of-Way OCS-G 28454, was executed on August 2, 2020, with MP Gulf of Mexico, LLC as principal and Aspen American 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, July 31, 2020.

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

Sincerely,

**SUSAN
VAUGHAN**

Digitally signed by
SUSAN VAUGHAN

Date: 2020.08.10
16:13:50 -05'00'

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

cc: Aspen American Insurance Company
175 Capital Boulevard, Suite 300
Rocky Hill, CT 06067
Attn: Maria D. Zuniga

Sent Via Email To: michael_langridge@murphyoilcorp.com , tyler_alcorn@murphyoilcorp.com ,
cindy_kunkel@murphyoilcorp.com , Jaimie.Morrison@aspen-insurance.com ,
akoletar@mcgriff.com

July 31, 2020

RECEIVED

July 31, 2020

*Leasing & Financial
Responsibility Section*

Bureau of Ocean Energy Management
Gulf of Mexico OCS Region
Attn: Kathleen Lee, Office of Leasing and Plans
1201 Elmwood Park Blvd.
New Orleans, LA 70123

Re: New Bond Submission

Dear Mrs. Lee:

Attached please find Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental ROW Bond, Bond Number SU14252 in the amount of \$1,745,185.00 posted in favor of the BOEM by MP Gulf of Mexico, LLC, (as Principal) and Aspen American Insurance Company, (as Surety).

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

Michael Langridge, MP Gulf of Mexico, LLC: michael_langridge@murphyoilcorp.com
Tyler Alcorn, MP Gulf of Mexico, LLC: tyler_alcorn@murphyoilcorp.com
Cindy Kunkel, MP Gulf of Mexico, LLC: cindy_kunkel@murphyoilcorp.com
Jaimie Morrison, Aspen American Insurance Company: Jaimie.Morrison@aspen-insurance.com
Ashley Koletar, McGriff, Seibels & Williams of Texas, Inc.: akoletar@mcgriff.com

Should you have any questions in this matter, please contact Cindy Kunkel at (281) 647-5763 or via email at cindy_kunkel@murphyoilcorp.com.

Sincerely,



Tyler Alcorn
Attorney-in-Fact



9805 Katy Freeway, Suite G-200
Houston, TX 77024

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

July 31, 2020

***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

Bond No. SU14252

OCS Lease/RUE/ROW No. OCS-G 28454

Bond Type Supplemental ROW

Amount \$ 1,745,185.00

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

The **Surety** is the entity Guaranteeing Performance.

Name of Surety: Aspen American Insurance Company

Mailing Address: 175 Capital Boulevard, Suite 300

Rocky Hill, CT 06067

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

☒ 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 Lessee or Designated Operator for Whom the Bond is Issued.

Name of Principal: MP Gulf of Mexico, LLC

Mailing Address: 9805 Katy Freeway, Suite G-200, Houston, TX 77024

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: ROW No. OCS-G 28454; Originates at FPSO, Platform A, Walker Ridge Area, Block 249, to SSTI (PLET), Green Canyon Area, Block 598

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 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 of liability of this bond with the following exceptions or limitations (use an attached rider).

Definitions

For the purposes of this document:

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 all or a portion of the lease, or (3) as a designated operator or designated agent in all or a portion of the lease.

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 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 **Person** 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:

The Principal as agent on behalf of all lessees, operating rights owners, and operators will fulfill all Obligations for the entire leasehold 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.
4. If this bond is cancelled, the Regional Director may reinstate this bond as if 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.

Aspen American Insurance Company

Name of Surety



Signature of Person Executing for Surety

Maria D. Zuniga, Attorney-In-Fact

Name and Title (typed or printed)

175 Capital Boulevard

Suite 300

Business Address

Rocky Hill, CT 06067

Business Address

MP Gulf of Mexico, LLC

Name of Principal



Signature of Person Executing for Principal

Tyler Alcorn, Attorney-In-Fact

Name and Title (typed or printed)

9805 Katy Freeway

Suite G-200

Business Address

Houston, TX 77024

Business Address

Signed on this 2nd day of August, 2020, in the State of Texas, in the presence of:



Signature of Witness

Melanie Hill

Name (typed or printed)

10100 Katy Freeway, Suite 400

Address

Houston, TX 77043

Address



Signature of Witness

Anita Alcorn

Name (typed or printed)

26054 Jodie Lynn Circle

Address

Cypress TX, 77433


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.

Schedule A to Bond No. SU14252

OCS-G 28454 is a 200-foot wide right-of-way to operate and maintain one 6.625-inch pipeline, 52.15 miles in length, to transport gas from the FPSO, through a 6-inch I.D. flexible riser jumper (GEP-J-XJ-01), 7.5-inch free standing hybrid riser (GEP-R-01), a gas export riser base, a 7.5-inch riser base jumper (GEP-J-RJ-01), gas export PLET (GEP-K-PLT-01) in Block 249, through a 6.625-inch pipeline (GEP-K-01) from Block 249, through Blocks 250, 206, 205, 204, 160, 159 (and an inline sled GEP-K-PLT-02)), 115, 71, 70, and 26, all in Walker Ridge Area, through Blocks 994, 950, 906, 862, 863, 819, 775, 731, 687, 643, and 642, to a PLET (GEP-K-PLT-03) in Block 598, all in Green Canyon Area.

Aspen American Insurance Company

By: 
Maria D. Zuniga, Attorney-in-Fact
August 2, 2020





Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Joseph R. Aulbert; Marc W. Boots; Maria D. Zuniga; Vickie Lacy; Ashley Koletar; Ryan Varela; Richard Covington of McGriff Seibels & Williams, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Mathew Raino, Senior Vice President, Kevin Gillen, Senior Vice President and Ryan Field, Senior Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 18th day of July, 2016.

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Kevin Gillen, Senior Vice President

On this 18th day of July, 2016 before me personally came Kevin Gillen to me known, who being by me duly sworn, did depose and say: that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Notary Public

My commission expires: May 31, 2021

Patricia C. Taber

Notary Public

State of Connecticut

My Commission Expires May 31, 2021

CERTIFICATE

I, the undersigned, Kevin Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 2nd day of August, 2020.

By:

Name: Kevin Gillen, Senior Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com