



# 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 14265

November 18, 2020

Chandeleur Pipe Line, LLC  
c/o Third Coast Midstream  
1501 McKinney Street, Suite 800  
Houston, TX 77010  
Attn: Stephen Ciupak

Dear Mr. Ciupak:

Your letter dated September 24, 2020, submitting Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental Bond No. SU61555, in the amount of \$693,900, was received by our office on November 6, 2020. This bond, conditioned to cover Right-of-Way OCS-G 14265, was executed on September 23, 2020, with Chandeleur Pipe Line, 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, November 6, 2020.

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

Sincerely,  
**SUSAN**  
**VAUGHAN**

Digitally signed by  
SUSAN VAUGHAN

Date: 2020.11.18  
10:42:03 -06'00'

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

cc: Aspen American Insurance Company  
175 Capital Blvd., Suite 300  
Rocky Hill, CT 06067  
Attn: Terri L. Morrison

Sent Via Email To: [kstanley@3cmidstream.com](mailto:kstanley@3cmidstream.com) , [sciupak@3cmidstream.com](mailto:sciupak@3cmidstream.com) ,  
[terri.morrison@aon.com](mailto:terri.morrison@aon.com) , [wes.raska@aon.com](mailto:wes.raska@aon.com) , [jdurham@indemco.com](mailto:jdurham@indemco.com)

September 24, 2020

**RECEIVED**

**November 6, 2020**

*Leasing & Financial  
Responsibility Section*

U.S. Department of the Interior  
Bureau of Ocean Energy Management  
Gulf of Mexico OCS Region  
MS: GM 266A  
1201 Elmwood Park Boulevard  
New Orleans, LA 70123-2394

RE: Chandeaur Pipe Line, LLC

To Whom It May Concern:

Attached to and forming part of Outer Continental Shelf Supplement ROW, Bond No. SU61555 effective September 23, 2020 on behalf of Chandeaur Pipe Line, LLC as Principal, in favor of the United States Department of Interior, Bureau of Ocean Energy Management, as Oblige, in the amount of Six Hundred Ninety Three Thousand Nine Hundred and No/100 Dollars (\$693,900.00).

It is understood and agreed that effective September 23, 2020 this bond covers all obligations of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period of the liability of this bond.

In support of this submittal, the following documents are attached:

1. Aspen American Insurance Company – Surety and Power of Attorney

We request that you return the original bond no. **B012201** to the Surety:

Joy Durham  
Indemco  
777 Post Oak Blvd., Suite 330  
Houston, Texas 77056  
713-355-3100 ext. 1310  
jdurham@indemco.com

Should you have any questions or need additional information, please contact Kevin Stanley by phone at (346) 241-3585 by email at [kstanley@3cmidstream.com](mailto:kstanley@3cmidstream.com).

Sincerely,



Stephen Ciupak  
Vice President - Finance

Sent via email to: [boemgomrfinancialassurance@boem.gov](mailto:boemgomrfinancialassurance@boem.gov), [KStanley@3CMidstream.com](mailto:KStanley@3CMidstream.com),  
[SCiupak@3CMidstream.com](mailto:SCiupak@3CMidstream.com), [terri.morrison@aon.com](mailto:terri.morrison@aon.com), [wes.raska@aon.com](mailto:wes.raska@aon.com), [jdurham@indemco.com](mailto:jdurham@indemco.com)

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**

**November 6, 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. SU61555

OCS Lease/RUE/ROW No. OCS-G 14265

Bond Type Supplemental ROW

Amount \$ 693,900.00

### 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: Travis

☒ 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: Chandeleur Pipe Line, LLC

Mailing Address: 1501 McKinney St., Suite 800, Houston, TX 77010

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: Pipeline Right-of-Way (ROW) OCS-G 14265 - See Attached Description

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

Terri L. Morrison

Name and Title (typed or printed)  
175 Capital Boulevard, Suite 300

Business Address

Rocky Hill, CT 06067

Business Address

Chandeleur Pipe Line, LLC

Name of Principal



Signature of Person Executing for Principal

Stephen D. Cusack - VP of Finance

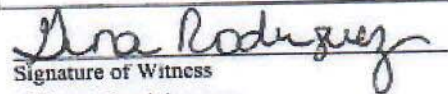
Name and Title (typed or printed)  
1501 McKinney St., Suite 800

Business Address

Houston, TX 77010

Business Address

Signed on this 23 day of September, 2020, in the State of Texas, in the presence of:



Signature of Witness

Gina Rodriguez

Name (typed or printed)

5555 San Felipe, Suite 1500

Address

Houston, Texas 77056

Address



Signature of Witness

Todd Rivera

Name (typed or printed)

1501 McKinney St., Suite 800

Address

Houston, TX 77010

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.

BOEM-2028A (January 2020)  
Previous Editions are Obsolete.

OCS-G 14265  
ROW Description

Pipeline Right-of-way (ROW) OCS-G14265 is a 200-foot wide and approximately 4.06 miles (21,437ft) long corridor associated with the bidirectional 16-Inch Pipeline Segment No. (PSN) 10149. The purpose of pipeline ROW OCS-G14265 is to maintain and operate PSN 10149 and to transport gas from Platform B in Block 41 to Platform L in Block 42, all located in Main Pass Area.

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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: Michael J. Herrod; Lupe Tyler; Lisa A. Ward; Melissa L. Fortier; Donna L. Williams; Vanessa Dominguez; Misty Wright; Deena Bridges; Terri L. Morrison of AON Risk Services 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, Kevin W. Gillen, Senior Vice President, Mathew Raino, Vice President, and Ryan Field, Assistant 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 21st day of February, 2019.

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

*Kevin W. Gillen*  
Kevin W. Gillen, Senior Vice President

On this 21<sup>st</sup> day of February, 2019 before me personally came Mathew Raino to me known, who being by me duly sworn, did depose and say; that he/she is 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.

*Patricia C. Taber*  
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 W. 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 23 day of September 2020

By: *Kevin W. Gillen*

Name: Kevin W. Gillen, Senior Vice President



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