

# **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 7541

June 29, 2022

Greyhound Energy LLC 777 North Eldgrige Parkway, Ste 390 Houston, TX 77079

Attn: Charles Rougeau

Dear Mr. Rougeau:

Your letter dated June 20, 2022, submitting Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental Bond No. N-032022-OCS-G 7541, in the amount of \$200,000, was received by our office on June 27, 2022. This bond, conditioned to cover Right-of-Way OCS-G 7541, was executed on March 15, 2022, with Greyhound Energy LLC as principal and Indemnity National 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, June 27, 2022.

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

Sincerely,
BRIDGETTE Digitally signed by
BRIDGETTE DUPLANTIS
DUPLANTIS Date: 2022.06.29 06:53:25
-05'00'

Bridgette Duplantis, Acting Section Chief Leasing and Financial Responsibility Section Leasing and Plans

cc: Charles Rougeau (<u>crougeau@greyhoundenergyllc.com</u>) Lucy Parks Mahan (<u>lmahan@cumberlandsurety.com</u>) Joan Seelman (jseelman@liskow.com)



RECEIVED

June 27, 2022

Leasing & Financial Responsibility Section

June 20, 2022

### VIA EMAIL: boemgomrfinancialassurance@boem.gov

Bureau of Ocean Energy Management Leasing & Financial Responsibility Unit 1201 Elmwood Park Boulevard New Orleans, Louisiana 70123-2394

Re:

Submitting Supplemental Bond affecting Right of Way

OCS-G 7541

Dear Sir or Madam:

Pursuant to the filing of an Assignment of Federal OCS Pipeline Right-of-Way Grant by Sanare Energy Partners, LLC ("Sanare") (3520), as Assignor, and Greyhound Energy LLC ("Greyhound) (3650), as Assignee, wherein Sanare assigns 100% of its interest in right of way OCS-G 7541 to Greyhound, Greyhound submits the following supplemental bond;

1. Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental Bond by Indemnity National Insurance Company, as Surety and Greyhound Energy LLC, as Principal, bearing Bond No. N-032022-OCS-G 7541, in the amount of \$200,000, dated March 15, 2022, hereinafter referred to as the "Replacement Bond".

This bond replaces and supersedes the Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental Bond by Indemnity National Insurance Company, as Surety and Sanare Energy Partners, LLC, as Principal, bearing Bond No. N-7002317 covering OCS-G 7541, in the amount of \$200,000, that was filed on June 11, 2019, hereinafter referred to as the "Original Bond".

The cancellation request for the Original Bond was submitted by Sanare under a separate cover letter. Please review and approve the enclosed Replacement Bond.

If you have any questions regarding the above, or need additional information, we have provided the following contact information for each of the parties:

Bureau of Ocean Energy Management Leasing & Financial Responsibility Unit Page 2 June 20, 2022

For the Principal – Greyhound Energy LLC

Charles Rougeau

777 North Eldridge Parkway, Suite 390

Houston, Texas 77046

Email:crougeau@greyhoundenergyllc.com

Phone Number: (281)-794-4615

For the Surety – Indemnity National Insurance Company

Broker:

Lucy Parks Mahan Cumberland Surety, Inc. 200 North Upper Street

Lexington, KY 40507

Email: <u>lmahan@cumberlandsurety.com</u>

Phone Number: (859)-254-8622 Phone Number: (800) 767-8622

Fax: (859) 281-6291

If you have any questions regarding the above, or need additional information, please contact Joan G. Seelman at (504)-299-6121 or by email at jseelman@liskow.com or the undersigned at (281)-794-4615 or by email at crougeau@greyhoundenergyllc.com.

Very truly yours, Greyhound Energy LLC

Charles Rougeau

President and Chief Executive Officer

# 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

OMB Control No.: 1010-0006

Expiration Date: 1/31/2023

**June 27, 2022** 

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.	N-032022-OCS-G 7541	

OCS Lease/RUE/ROW No. OCS-G 7541

Bond Type Supplemental

Amount \$ 200,000.00

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

	The <b>Surety</b> is the entity Guaranteeing Performance.			
Name of Surety: Indemnity National Insurance Company				
Mailing Address:	238 Bedford Way			
	Franklin, TN 37064			
If a Corporation, In	ncorporated in the State of: Mississippi ; County or Parish of:	Lauderdale		
Check here if Sure	ty is certified by U.S. Treasury as an acceptable surety on Federal Bonds and listed in	the current U.S. Treasury Circular No. 570.		
Name of Principal	The <b>Principal</b> is the Lessee or Designated Operator for Whom the B Greyhound Energy LLC	ond is Issued.		
	777 North Eldridge Parkway, Suite 390, Houston, TX 770	79		
Schedule A, the lea	sse/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: See attached Exhibit "A"				
Obligations: (Checonomic No Obligations of All Obligations of this bond All Obligations of All Obligations of the	other than the Obligations of the Principal during the period of liability of this of all previous Sureties or guarantors even if the Obligations are not Obligation.  d. of all previous Sureties or guarantors even if the Obligations are not Obligation.	s bond. ons of the Principal during the period of		
Definitions	d with the following exceptions or limitations (use an attached rider).	C.1 C.11		
For the purposes of this document:	A <b>Principal</b> includes an entity holding an interest in the oil & gas lease in a san approved record title owner of all or a portion of the lease, (2) as an a a portion of the lease, or (3) as a designated operator or designated agent in A <b>Lessee</b> includes an approved record title owner of all or a portion of the lease.  An <b>Obligation</b> includes any obligation arising from any regulations of the Instrument issued, maintained, or approved under the OCS Lands Act (43 UAn <b>Instrument</b> includes individually or collectively any lease, operating agagent, storage agreement, compensatory royalty agreement, transfer of oper easement, whereunder the Principal has the right, privilege, or license to con A <b>Person</b> includes an individual, a public or private entity, a State, a political sindividuals, corporations, States, or subdivisions of States, or a government agent in the principal has the right of the private entity.	pproved operating rights owner of all or all or a portion of the lease.  ease or an approved operating rights  Department of the Interior or any  J.S.C. 1331 et seq.).  greement, designation of operator or ating rights, permit, license, or aduct operations on the OCS.  subdivision of a State, any association of ency.		
	the Principal verifies that the information above is correct and agrees to ent on behalf of all lessees, operating rights owners, and operators will fulfill			
	ent as though the Principal were the sole lessee for the lease/RUE/ROW in S			

### 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.
- 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.

13. The Surety hereby waives any defenses to hab	offity on this bond based on an unauthorized Principal signature.
Indemnity National Insurance Company	Greyhound Energy LLC
Name of Surety	Name of Principal
Z-PIMIC	Milkens
Signature of Person Executing for Surety	Signature of Person Executing for Principal
Lucy Parks Mahan, Attorney-in-fact	Charles Rougeau, President and Chief Executive Officer
Name and Title (typed or printed)	Name and Title (typed or printed)
200 North Upper Street	777 North Eldridge Parkway, Suite 390
Lexington, KY 40507 Business Address	Houston, TX 77079 Business Address
Business Address	Business Address
Business Address	Business Address
Signed on this 15th day of March	, 2022, in the State of Kentucky, in the presence of:
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	/
my Met	ALCO .
Signature of Witness	Signature of Witness
William H. M. Patterson	Briar H. Macmillor
Name (typed or printed)	Name (typed or printed)
200 North Upper Street	777 N. Eldrody, Pkny, Sully 390
Address	Address
Lexington, KY 40507	Housdon, Od 77079
Address	Address ach a corporate resolution and power of attorney stating his or her authority to

*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)

PAGE 3 OF 3

### Exhibit "A"

Legal Description for Outer Continental Shelf (OCS) Mineral Lessee's and Operator's Supplemental Bond, Bond No. N-032022-OCS-G 7541, Covering Right-Of-Way OCS-G 7541

### G07541

Pipeline Right-of-way (ROW) OCS-G 07541 is a 200-foot wide and approximately 3.61 (19,046') long corridor. The purpose of pipeline ROW OCS-G 07541 is to maintain and operate the Pipeline ROW accessory structure, PIG TRAP Complex ID (CID) No. 31022 located in Main Pass Area Block 55 and the following pipelines: Pipeline Segment No. 7294 - A 24-inch pipeline, 3.60 miles (18,983') in length, to transport oil from Platform A in Block 65, through Block 56 to PIG TRAP in Block 55, all located in Main Pass Area. Pipeline Segment No. 11963 - A 4-inch pipeline, 0.01 miles (63') in length, to transport oil from ROW accessory PIG TRAP CID 31022 to a 24-inch subsea tie-in with PSN 4892, all located in Main Pass Area Block 55.

238 Bedford Way Franklin, TN 37064

## **Power of Attorney**

This appointment is made under and executed pursuant to and by authority of the following Minutes of Special Actions Taken by Written Consent of the Board of Directors, which is now in full force and effect:

Authorization to Appoint Attorneys-in-Fact and the Use of Facsimile Signatures and Facsimile Seals for the Purpose of Issuing Bonds:

RESOLVED: That the president or any vice president may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company to execute and deliver and affix the seal of the Company to bonds and related obligatory certificates and documents; and any one of said officers may remove any such attorney-in-fact or agent and revoke any power previously granted to such person, whether or not such officer appointed the attorney-in-fact or agent.

RESOLVED: That any bonds and related obligatory certificates and documents shall be valid and binding upon the Company,

- (i) when signed by the president, or any vice president, and sealed with the Company seal; or
- when duly executed and sealed with the Company seal by one or more attorneys-in-fact or agents pursuant to and within the limits of authority evidenced by the power of attorney issued by the Company to such person or persons a certified copy of which power of attorney must be attached thereto in order for such obligation to be binding upon the Company.

RESOLVED: That the signature of any authorized officer and the seal of the Company may be affixed to any power of attorney or certification thereof authorizing the execution and delivery of any bonds and related obligatory certificates and documents of the Company and such signature and seal then so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Indemnity National Insurance Company has been affixed thereto in Lexington, Kentucky this 20th day of August, 2021.



**Indemnity National Insurance Company** 

Thomas F. Elkins, President

State of Kentucky County of Fayette

On this 20th day of August, 2021, before me, a Notary Public, personally came Thomas F. Elkins, to me known, and acknowledged that he is President of Indemnity National Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Indemnity National Insurance Company thereto with the authority and at the direction of said corporation.



My Commission Expires 09/26/2025

By Lilionah a. Marphy Notary Public

#### CERTIFICATE

I, James E. Hart, Secretary of Indemnity National Insurance Company, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that the Minutes of Special Actions Taken by Written Consent of the Board of Directors are now in full force and effect.

IN TESTIMONY WHEREOF I have subscribed my name and affixed the seal of said Company. Dated this 15th day of March, 2022



James E. Hart, Secretary