



# 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: SBP150500\_003

March 14, 2024

Panther Operating Company, LLC  
c/o Third Coast  
1501 McKinney St., Suite 800  
Houston, TX 77010  
Attn: Nadine Moustafa

Dear Ms. Moustafa:

Your letter dated February 27, 2024, submitting replacement Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental Bond No. SBP150500\_003, in the amount of \$736,606, was received by our office on March 11, 2024. This bond, conditioned to cover Right-of-Way OCS-G 20541, was executed on February 27, 2024, with Panther Operating Company, LLC as principal and Pennsylvania Insurance Company as surety.

This bond replaces Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Supplemental Bond No. SUR0038054, in the amount of \$1,210,000. This bond, conditioned to cover Right-of-Way OCS-G 20541, was executed on March 30, 2016, with Panther Operating Company, LLC as principal, and Argonaut Insurance Company as surety.

Attached to and forming a part of Bond No. SUR0038054, is Decrease Bond Rider, executed on May 17, 2023, which decreases the bond amount by \$473,394 for a total penal amount of \$736,606. The rider is effective May 17, 2023.

The replacement bond, Bond No. SBP150500\_003, conforms to the requirements of the leasing and operating regulations for submerged lands of the Outer Continental Shelf and is considered to be effective February 27, 2024, the date it was executed. The period of liability of Outer Continental Shelf (OCS) Pipeline Right-of-Way Grant Bond No. SUR0038054 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,

**BRIDGETTE  
DUPLANTIS** Digitally signed by  
BRIDGETTE DUPLANTIS  
Date: 2024.03.14 12:43:29  
-05'00'

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

cc: Natalie Karl ([Nkarl@third-coast.com](mailto:Nkarl@third-coast.com))  
Ryan Varela ([Rvarela@mcgriff.com](mailto:Rvarela@mcgriff.com))  
Dylan Young ([Dylan.Young@mcgriff.com](mailto:Dylan.Young@mcgriff.com))

**RECEIVED**

**March 11, 2024**

***Leasing & Financial  
Responsibility Section***

March 13, 2024

Bureau of Ocean Energy Management  
ATTN: Leasing & Financial Responsibility Section  
1201 Elmwood Park Blvd.; Mail Stop GM 266A  
New Orleans, LA 70123-2394

**Re: Replacement Bond SBP150500\_003 and Release Request for Bond SUR0038054**

Dear Sir or Madam:

We hereby request the cancellation of Argonaut Insurance Company bond SUR0038054 which has been replaced by Siriuspoint America Insurance Company bond SBP150500\_003.

**Original Bond**

**Principal: Panther Operating Company, LLC**

**Bond No. SUR0038054**

**Bond Amount: \$736,606.00**

**Outer Continental Shelf (OCS) Mineral Lessee's Or Operator's Supplemental Bond**

**OCS Lease/RUE/ROW No.: OCS-G20541**

**Replacement Bond**

**Principal: Panther Operating Company, LLC**

**Surety: Pennsylvania Insurance Company**

**Bond No. SBP150500\_003**

**Bond Amount: \$736,606.00**

**Outer Continental Shelf (OCS) Mineral Lessee's Or Operator's Supplemental Bond**

**OCS Lease/RUE/ROW No.: OCS-G20541**

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

Natalie Karl [Nkarl@third-coast.com](mailto:Nkarl@third-coast.com)

Dylan Young, McGriff Insurance Services, LLC: [Dylan.Young@mcgriff.com](mailto:Dylan.Young@mcgriff.com)

Thank you for your consideration, and if you have any questions, please feel free to contact Natalie Karl at (713) 380-4951 or [NKarl@third-coast.com](mailto:NKarl@third-coast.com).

Sincerely,



Nadine Moustafa  
Senior Vice President, General Counsel & Corporate Secretary  
High Point Gas Gathering, L.L.C.

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

**Form BOEM-2028A**

This form dated **March 2023** 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**

**March 11, 2024**

***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. SBP150500\_003

OCS Lease/RUE/ROW No. OCS-G20541

Bond Type Supplemental

Amount \$ 736,606.00

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

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

Name of Surety: Pennsylvania Insurance Company

Mailing Address: P.O. Box 3646  
Omaha, NE 68103-0646

If a Corporation, Incorporated in the State of: New Mexico; County or Parish of: Santa Fe

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: Panther Operating Company, LLC

Mailing Address: 1501 McKinney Street, 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 ROW Number: G20541 - See attached legal description in Schedule A.

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.

**Pennsylvania Insurance Company**

Name of Surety

*Vickie Lacy*

Signature of Person Executing for Surety

**Vickie Lacy, Attorney-in-Fact**

Name and Title (typed or printed)  
P.O. Box 3646

Business Address

**Omaha, NE 68103-0646**

Business Address

**Panther Operating Company, LLC**

Name of Principal

*Nadine Moustafa*

Signature of Person Executing for Principal

Nadine Moustafa, Senior Vice President  
General Counsel & Corporate Secretary

Name and Title (typed or printed)  
1501 McKinney Street  
Suite 800

Business Address

**Houston, TX 77010**

Business Address

Signed on this 27th day of February, 2024, in the State of Texas, in the presence of:

*Namesia Anderson*

Signature of Witness

**Namesia Anderson, Witness**

Name (typed or printed)

**10100 Katy Freeway, Suite 400**

Address

**Houston, TX 77043**

Address

*Donna Rein*

Signature of Witness

**Donna Rein**

Name (typed or printed)

**1501 McKinney Street, Suite 800**

Address

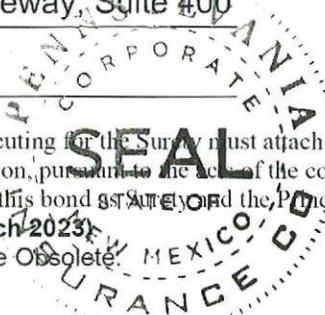
**Houston, TX 77010**

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 laws of the State of incorporation. The corporation executing this bond as Surety or the Principal, if a corporation, must affix their corporate seals.

**BOEM-2028A (March 2023)**

Previous Editions are Obsolete.



Bond No. SBP150500\_003

#### Schedule A

The description for ROW G20541 is as follows:

A 200-foot wide and approximately 5.80 miles (30,638 feet) long corridor associated with the 10 3/4-inch Pipeline Segment No. 11928. The purpose of pipeline ROW OCS-G 20541 is to maintain and operate PSN 11928 and to transport oil from Platform A in Block 281, through Blocks 280 and 263 to an 18-inch subsea tie-in in Block 245, all in Main Pass Area.

**POWER OF ATTORNEY NO. MGFHOU01\_0323**

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

Ashley Koletar, Heather Noles, Joseph R. Aulbert, Marc W. Boots, Maria D. Zuniga, Richard Covington, Ryan Varela, Vickie Lacy, Dylan Young, Stephanie Moore Harold, Melanie Salinas

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

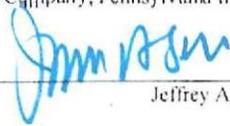
"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

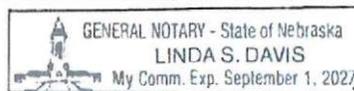
California Insurance Company, Continental Indemnity Company, Illinois Insurance Company, Pennsylvania Insurance Company

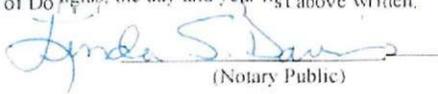
By  Jeffrey A. Silver, Secretary

STATE OF NEBRASKA  
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.



  
(Notary Public)

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 27th day of February, 2024



  
Jeffrey A. Silver, Secretary