



12/8/2023

City of Huntington Beach  
Public Works Department  
2000 Main Street  
Huntington Beach, CA 92648

Subject: Bond # N-E000029  
Replaces Bond #SU1173970

To whom it may concern:

We are pleased to enclose the original of the above captioned bond issued as a replacement of Arch Insurance Company, Bond No. SU1173970.

We ask that you please accept the enclosed bond and release Arch Insurance Company Bond No. SU1173970 as of November 22, 2023 by either signing the enclosed release form or by issuing a letter of release and return along with the original bond directly to the surety, principal or to me as follows:

Tannis Mattson, Alliant Insurance Services, Inc., 5444 Westheimer, Suite 900, Houston, TX 77056  
[Tannis.mattson@alliant.com](mailto:Tannis.mattson@alliant.com)

Miriam Ayala, Crimson Midstream LLC, 1900 Main Street, Suite 600, Irvine, CA 92614  
[mayala@crimsonpl.com](mailto:mayala@crimsonpl.com)

Megan Laban, Arch Insurance Company, 2711 N. Haskell, Suite 1600, Dallas, TX 75204  
[mlaban@archinsurance.com](mailto:mlaban@archinsurance.com)

We trust you will find the enclosed in complete order. However, should you have any questions or concerns, please do not hesitate to contact the undersigned directly.

Sincerely,

Miriam Ayala  
Operations Support

Enclosed



# Cardinal Pipeline, L.P.

a division of Crimson Midstream, LLC

12/8/2023

Mail/Email To: Tannis Mattson  
Alliant Insurance Services, Inc.  
5444 Westheimer, Suite 900  
Houston, TX 77056

P: 713-470-4165  
E: [tannis.mattson@alliant.com](mailto:tannis.mattson@alliant.com)

### BOND RELEASE

As of **November 22, 2023**, the undersigned by these presents, does for itself and its successors and assigns, unconditionally releases, and discharges Arch Insurance Company of and from all causes of action and all past and present claims and/or liability now or hereinafter arising under Bond No SU1173970 in the amount of \$100,000.00 issued for City of Huntington Beach. This release shall cause this bond to be null and void and terminate any obligation of Arch Insurance Company under this bond.

In witness whereof, the undersigned has caused these presents to be signed by it's duly authorized agent on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Huntington Beach  
Public Works Department  
2000 Main Street  
Huntington Beach, CA 92648

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please print or type name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone)

**Performance Bond**  
(Continuous)

**BOND # N-E000029**

KNOW ALL MEN BY THESE PRESENTS: That we **CARDINAL PIPELINE, L.P.**, as Principal, and **Indemnity National Insurance Company**, a corporation duly incorporated under the laws of the State of **MS** and authorized to do business in the State of **California**, as Surety, are held and firmly bound unto **CITY OF HUNTINGTON BEACH**, as Oblige, in the penal sum of **One Hundred Thousand and 00/100 (\$100,000.00) Dollars**, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige described as: **Franchise Agreement for the construction, operation and maintenance of a pipeline system for the transportation of oil, gas and other hydrocarbon substances dated February 14, 2014**, contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully perform all duties of the Contract according to its terms, covenants and conditions, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that

1. The term of this bond is for the period commencing on the 11/22/2023 and ending 11/22/2024 unless released by the Oblige prior thereto. However, the term of this bond will automatically renew for additional one-year period(s) unless the bond has been released by the Oblige. Any suite under this bond must be instituted before the expiration of 12 months from the date on which final payment falls due
2. Neither nonrenewal nor cancellation by the Surety, nor failure of the Principal to provide the Oblige with a replacement bond, shall constitute default under this bond.
3. In the event the Principal shall be declared by the Oblige to be in default under the Contract, the Oblige shall provide the Surety with a written statement setting forth the particular facts of said default no later than thirty (30) days from the date of said default, which notice shall be sent to the Surety by registered mail to the address stated in provision #6 below.
4. The Surety will have the right and opportunity, at its option, and in its sole discretion, to: a.) cure the default; b.) assume the remainder of the Contract and to perform or sublet same; c.) or to tender to the Oblige funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
5. The Oblige's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which is offered and issued by the Surety.
6. All notices, demands and correspondence with respect to this bond shall be in writing and addressed to:  
Indemnity National Insurance Company, 238 Bedford Way, Franklin, TN 37064

Signed and sealed this 22nd day of Nov , 2023.

**CARDINAL PIPELINE, L.P.**

BY: Mandy Kroetsch

MANDY KROETSCH PRESIDENT

(Name & Title)

Indemnity National Insurance Company

BY: Sandra Parker

Sandra Parker, Attorney-in-Fact



**PRINCIPAL'S ACKNOWLEDGMENT**

State of \_\_\_\_\_  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me \_\_\_\_\_,

personally appeared \_\_\_\_\_ known to me to be the person who  
executed the within instrument as \_\_\_\_\_ on behalf of the \_\_\_\_\_  
\_\_\_\_\_, and acknowledged to me that said  
corporation executed the same.

My Commission Expires \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**SURETY'S ACKNOWLEDGEMENT**

State of Texas  
County of Harris )

On 11/22/2023, before me Tannis Mattson,

personally appeared Sandra Parker known to me to be the person who  
executed the within instrument as Attorney-in-Fact on behalf of the Indemnity National  
Insurance Company, and acknowledged to me that said  
corporation executed the same.

My Commission Expires February 11th, 2024.

WITNESS my hand and official seal.

Signature *Tannis Mattson* (Seal)  
Tannis Mattson, Notary Public



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

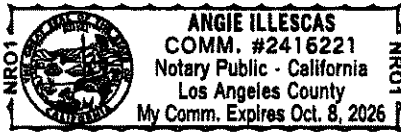
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of ORANGE }

On DECEMBER 7, 2023 before me, ANGIE ILLESCAS, A NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*

personally appeared MANDY KROETSCH  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Angie Illescas*  
*Signature of Notary Public*

NOTARY PUBLIC- CALIFORNIA  
LOS ANGELES COUNTY  
COMM. #2416221  
MY COMM. EXPIRES OCT. 8, 2026

### Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that Indemnity National Insurance Company, a Mississippi corporation, (hereinafter the "Company"), does hereby constitute and appoint: Sandra Parker, Stacy Killebrew, Megan Sivley, Melissa Haddick, Orlando Aguirre, Tannis Mattson of Alliant Insurance Services, Inc. to be its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, seal, and execute on its behalf surety bonds or undertakings and other documents of a similar nature issued in the course of its business up to a penal sum not to exceed Twenty-Five Million Dollars (\$25,000,000.00) each, 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.

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  
(ii) 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

By Thomas F. Elkins  
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.



By Deborah A. Murphy  
Notary Public

My Commission Expires 09/26/2025  
Notary ID Number: KYNP34336

**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 22nd day of November, 2023.



By James E. Hart  
James E. Hart, Secretary