

Longleaf CCS Hub
Longleaf CCS, LLC
Financial Responsibility Demonstration
40 CFR 146.85

Facility Information

Facility Name: Longleaf CCS Hub

Facility Contact: Longleaf CCS, LLC
14302 FNB Parkway
Omaha, NE 68154

Well Locations: Mobile County, Alabama
LL#1: Latitude: 31.071303° N
Longitude: -88.094703° W
LL#2: Latitude: 31.070774° N
Longitude: -88.074523° W
LL#3: Latitude: 31.0447129° N
Longitude: -88.0736318° W
LL#4: Latitude: 31.0569516° N
Longitude: -88.1047433° W

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List of Acronyms/Abbreviations

AoR	Area of Review
CCS	Carbon capture and storage
CO ₂	Carbon dioxide
CMG	Computer Modelling Group
DOE	Department of Energy
DAS	Distributed Acoustic Sensing
DTS	Distributed Temperature Sensing
EPA	Environmental Protection Agency
ERRP	Emergency and Remedial Response
ft	Feet
LL	Longleaf
MIT	Mechanical Integrity Test
MMcf/d	Million cubic feet/day
mg/l	Milligrams per liter
mt	Metric tons
Mt	Millions of metric tons
mt/d	Metric tons per day
mt/y	Metric tons per day
MT/y	Millions of metric tons per year
PISC	Post-Injection Site Care
PNC	Pulsed Neutron Capture Log
psi	Pounds per square inch
psi/ft	Pounds per square inch per foot
SS	Sub-Sea
TVD	True Vertical Depth
UIC	Underground Injection Control
USDW	Underground Source of Drinking Water

A. Introduction

Under 40 CFR 146.85, owners / operators of Geologic Sequestration (GS) wells are required to demonstrate Financial Responsibility consistent with the July 2011 guidance set forth by the U.S. Environmental Protection Agency (EPA)¹ Longleaf CCS, LLC has prepared this document to summarize its project activities, as well as the combination of qualifying financial instruments, that it proposes to use to demonstrate Financial Responsibility for the following GS activities: (1) Corrective Action; (2) Injection Well Plugging; (3) Post-Injection Site Care; (4) Site Closure; and (5) Emergency and Remedial Response.

Pursuant to 40 CFR 146.85, the Financial Responsibility instrument(s) must be sufficient to address endangerment of underground sources of drinking water at the geological sequestration site.

Longleaf CCS, LLC intends to use an Escrow Account to demonstrate Financial Responsibility for: (1) Corrective Action; (2) Injection Well Plugging; (3) Post-Injection Site Care; and (4) Site Closure for the Longleaf CCS Hub in Mobile, Alabama. A copy of the Escrow Agreement for Financial Responsibility is included as Attachment 1.

Longleaf CCS, LLC intends to use Insurance to demonstrate Financial Responsibility for Emergency and Remedial Response. Longleaf CCS, LLC has executed an insurance policy with a limit of liability coverage value of \$7,500,000 with Travelers Property Casualty Company of America, which has a credit rating of AA with S&P. A copy of the Certificate of Insurance for this demonstration is included as Attachment 2.

Consistent with EPA's July 2011 guidance, Longleaf CCS, LLC provides this demonstration of Financial Responsibility with the understanding that the financial instruments referenced herein will be updated and verified over time. As each GS activity is initiated, Longleaf CCS, LLC will ensure that the coverage limits provided by the respective Financial Responsibility instruments are sufficient to cover the corresponding project costs prior to initiating the next GS project phase.

As noted above, the attachments to this document include original hard copies of the finalized agreements that Longleaf CCS, LLC intends to use an Escrow Account to demonstrate Financial Responsibility for Injection Well Plugging, Post-Injection Site Care, and Site Closure

¹ Geologic Sequestration of Carbon Dioxide: Underground Injection Control (UIC) Program Class VI Financial Responsibility Guidance. U.S. EPA. July 2011. EPA 816-R-11-005. Accessed at: https://www.epa.gov/system/files/documents/2022-11/uicfinancialresponsibilityguidancefinal072011v_0.pdf

(see Attachment 1), and a complete Certificate of Insurance for Emergency and Remedial Response (see Attachment 2).

B. Estimated Coverage Amounts

To determine the costs for the coverage amounts underpinning this Financial Responsibility Demonstration, Longleaf CCS, LLC used currently available price quotes (in Year 2022 dollars) and assumed the hiring of independent, third-party contractors for each Financial Responsibility activity.

Longleaf CCS, LLC has used the following assumptions to estimate costs for Financial Responsibility Demonstration at the Longleaf CCS Hub in Mobile County, Alabama:

- CO₂ injection occurs for 30 years starting in Year 2025.
- All injection wells are converted to in-zone monitoring wells post-injection, are operated for 5 years, and are then plugged.
- Post-injection activities include monitoring as outlined in the *Post-Injection Site Care Plan* for a period of 20 years after cessation of injection.
- Site closure occurs during the year following the ending of Post-Injection Site Care (PISC). The cost estimate includes well maintenance/upkeep, AoR reevaluations as required, and monitoring facilities/personnel costs.
- Site closure entails plugging and abandoning all project wells as outlined in the *Well Plugging and Abandonment Plan* and restoring all well sites to original conditions.
- The Emergency and Remedial Response is assumed to occur during CO₂ injection when the buildup in reservoir pressure and consequent risk of leakage is the highest. The costs for Emergency and Remedial Response include costs to promptly respond to a leak from a project well using the following actions:
 - Isolating the leaking project well,
 - Stopping CO₂ injection,
 - Controlling the leaking project well,
 - Safely disposing any produced fluids,
 - Converting an above-zone monitor well to an above-zone pressure barrier well,
 - Remediating the leaky project well, and
 - After remediating the leaking well, reconverting the above-zone pressure barrier well back to an above-zone monitoring well
- Costs are based on vendor quotes and estimates, in 2022 dollars.

Table 1 provides the site-specific information utilized to estimate the various Financial Responsibility costs for the Longleaf CCS Hub.

Table 1: Cost Estimation Inputs for Estimating Financial Responsibility Costs for the Longleaf CCS Hub.

Input	Value	Unit
Planned Injection Total	150	Million Metric tons CO ₂
Injection Phase	30	Years
Plume Area	TBD	Square miles
Area of Review	TBD	Square miles
Injection Wells	4	Count
In-zone Monitoring Wells	5	Count
Above-zone Monitoring Wells	3	Count
Deep USDW Monitoring Wells	4	Count
Shallow Groundwater Wells	9	Count
Well Pads	10	Count
PISC Phase	20	Years

Table 2 summarizes the total estimated project costs by Financial Responsibility Activity, assuming CO₂ injection starts in Year 2025 and continues for 30 years through Year 2054, followed by 20 years of PISC and one year for Site Closure. **Table 2** also provides an estimated timeline for when financial coverage is expected to be needed.

Table 2: Summary of Financial Responsibility Costs by Phase/Activity

GS Project Phase / Activity	Timeline of Coverage	Total Current Cost Estimate (2022\$)
Injection Well Plugging	2061	\$800,000
Post-Injection Site Care	2055 to 2074	\$26,932,500
Site Closure	2075	\$6,925,500
Emergency and Remedial Response	2025-2054	\$7,500,000
	Total	\$42,158,000

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C. Discussion of Financial Responsibility Activities and Cost Estimates

C.1 Corrective Action

As discussed in the *AoR and Corrective Action Plan*, Longleaf CCS, LLC has determined that there are no wells in the proposed AoR that penetrate the storage interval or the primary confining unit. Therefore, there is no immediate nor future need for corrective action. Longleaf CCS, LLC bases its determination on an examination of the wells (e.g., oil and gas, saltwater disposal, wastewater injection) currently residing within the AoR that penetrate the storage intervals or the primary confining unit.

C.2 Injection Well Plugging

In estimating its Financial Responsibility coverage values for injection well plugging, Longleaf CCS, LLC assumes that all four of the injection wells will first be converted to in-zone monitoring wells after CO₂ injection stops and that these four wells will monitor pressure for 5 years post-injection. Longleaf CCS, LLC anticipates that these four injection wells will be plugged in Year 2061. Injection well plugging is detailed in the *Injection Well Plugging Plan* and assumes filling the entire wellbore with cement, which exceeds the standards required by Alabama regulations. Information on the costs for plugging and abandoning wells is available from industry sources. Based on current information, the injection well plugging and abandonment costs are estimated at \$200,000 per injection well for a total of \$800,000 for four wells (in Year 2022 dollars). See **Table 3.A: Injection Well Plugging** for details.

C.3 Post-Injection Site Care (PISC)

Longleaf CCS, LLC's activities during Post-Injection Site Care (PISC) time period are discussed in its *Post-Injection Site Care and Site Closure Plan*. The activities include monitoring

for a period of 20 years once injection ceases, on-going well maintenance, periodic reevaluation of the AoRs, maintenance of associated facilities, and field personnel costs. Longleaf CCS, LLC anticipates that the PSIC activity will begin in Year 2055, after injection ceases, and continue through Year 2074. The total Financial Responsibility cost estimate for PISC is \$26,932,500 (in Year 2022 dollars), based on industry estimates and independent, third-party engineering data. See **Table 3.B: Post-Injection Site Care and Monitoring** for details.

C.4 Site Closure

The Financial Responsibility rules state that the well sites must be returned to original conditions and the monitoring wells must be securely plugged and abandoned (P&A). Longleaf CCS, LLC's activities for site closure, including the plugging and abandonment of project wells and site remediation, are detailed in the *Well Plugging and Abandonment Plan*. Longleaf CCS, LLC estimates that the site closure activity will occur in Year 2075. The total Financial Responsibility cost estimate for site closure is \$6,925,500 (in Year 2022 dollars), based on industry estimates and independent, third-party engineering data. See **Table 3.C: Site Closure** for details.

C.5 Emergency and Remedial Response

Based on the *Project Narrative*, the Longleaf CCS Hub has a favorable setting for geologic sequestration. Given the quality and thickness of the seal, there exists an extremely low risk of a leak above the confinement interval. Additionally, all new wells within the AoR will have been completed to Class VI standards. Nonetheless, a leakage scenarios could result from a loss of mechanical integrity in the wellbore or a loss of geologic containment in the confining interval.

The Financial Responsibility document addresses the most likely emergency situation and provide estimated costs for promptly remediating this leakage scenario. The emergency and remedial response costs set forth in this section assume a CO₂ leak from the injection interval of one of the injection wells. The emergency situation is assumed to have occurred due to the loss of mechanical integrity in the injection well. The cost estimates assume a rapid remedial response to fix the problem.

Table 3: Estimated Costs for Post Injection Site Care/Monitoring and Site Closure

	Number of Wells	Units	Cost/Unit	Total Cost	
A. Injection Well Plugging					
1. Injection Wells	4	1	\$200,000	\$800,000	
				Subtotal	\$800,000
				Total	\$800,000
B. Post Injection Site Care and Monitoring					
1. CO2 Injection Wells					
▪ Operation & Maintenance (inc. pressure monitoring, MITs and USIT)	4	5	\$48,000	\$960,000	\$960,000.00
2. In-Zone CO2 Pressure/Plume Monitoring					
▪ Operation & Maintenance (inc. pressure monitoring, MITs and USIT)	5	20	\$48,000	\$4,800,000	
▪ Pulsed Neutron Log	5	4	\$25,000	\$500,000	
▪ Vertical Seismic Monitoring (Repeat)	1	4	\$450,000	\$1,800,000	
				Subtotal	\$7,100,000
3. Above Zone Monitoring					
▪ Operation & Maintenance (inc. bottom-hole pressure monitoring)	3	20	\$36,000	\$2,160,000	
▪ Fluid Sampling/Analyses	3	20	\$25,000	\$1,500,000	
▪ Pulsed Neutron Log	3	4	\$25,000	\$300,000	
				Subtotal	\$3,960,000
4. USDW Monitoring Wells					
▪ Operation & Maintenance	4	20	\$24,000	\$1,920,000	
▪ Fluid Sampling/Analyses	4	20	\$5,000	\$400,000	
				Subtotal	\$2,320,000
5. Shallow Ground Water Monitoring Wells					
▪ Operation & Maintenance	9	20	\$6,000	\$1,080,000	
▪ Fluid Sampling/Analyses	9	20	\$3,500	\$630,000	
				Subtotal	\$1,710,000
6. Corrosion Monitoring	1	80	\$5,000	\$400,000	\$400,000
7. Reservoir Modeling/Analytics	1	5	\$300,000	\$1,500,000	\$1,500,000
8. Annual Reports		20	\$100,000	\$2,000,000	\$2,000,000
				Subtotal	\$19,950,000
9. G&A		15%			\$2,992,500
10. Contingency		20%			\$3,990,000
				Total	\$26,932,500
C. Site Closure					
1. Well Plugging					
▪ In-Zone Monitoring Wells	5	1	\$200,000	\$1,000,000	
▪ Above Zone Monitoring Wells	3	1	\$150,000	\$450,000	
▪ USDW Monitoring Wells	4	1	\$50,000	\$200,000	
▪ Ground Water Monitoring Wells	9	1	\$20,000	\$180,000	
				Subtotal	\$1,830,000
2. Site Remediation	10	1	\$300,000	\$3,000,000	\$3,000,000
3. Site Closure Report (Draft/Final)		2	\$150,000	\$300,000	\$300,000
				Subtotal	\$5,130,000
4. G&A		15%			\$769,500
5. Contingency		20%			\$1,026,000
				Total	\$6,925,500

If a leak is detected above the confinement interval, the first step will be cessation of CO₂ injection. Next, the above-zone monitoring well most proximal to the detected leaking injection well will be converted into a water injection well to provide a pressure barrier between the detected leak interval and USDWs. In addition, a portion of the brine in the storage interval will be produced to lower the pressure in the storage interval. This methodology is recognized by industry as best-practice for CO₂ storage projects². For more information on the specific responses to alternative emergency scenarios, please refer to the *Emergency and Remedial Response Plan*.

The costs required to remediate an emergency-level leakage scenario is set forth in **Table 4** below. Cost items are generalized to account for the inherent variability of emergency and remedial response scenarios and are estimated at \$7,500,000 (in Year 2022 dollars).

Table 4: Costs for Emergency and Remedial Response

Cost Element	2022 Dollars
Field Equipment and Labor for Rapid Response	\$500,000
Supply and Disposal of Water	\$1,000,000
Convert and Operate Above-Zone Monitor Well to Create Pressure Barrier	\$3,000,000
Cement Squeeze Injection Well to Restore Mechanical Integrity	\$1,500,000
Reconvert Pressure Barrier Well to Above-Zone Monitoring Well	\$1,500,000
Total	\$7,500,000

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For deriving a cost estimate for Emergency and Remedial Response, Longleaf CCS, LLC addressed the following cost elements: (1) field equipment and labor; (2) supply and disposition of water; (3) converting and operating an above-zone monitoring well to create a pressure barrier; (4) cement squeezing the injection well to restore mechanical integrity; and (5) reconverting the pressure barrier well to an above-zone monitoring well. Longleaf CCS, LLC anticipates that this Financial Responsibility activity would occur during CO₂ injection when the reservoir pressure in the injection interval is higher and thus the risk of an emergency is higher.

² Kuuskraa, V. A. and Godec, M. L. (2007). Remediation of Leakage from CO₂ Storage Reservoirs: IEA Greenhouse Gas R&D Programme (IEA GHG).

D. Financial Responsibility Demonstration

Longleaf CCS, LLC intends to demonstrate Financial Responsibility for the Longleaf CCS Hub through a combination of qualifying instruments, including an Escrow Account and Insurance. Presently, the segregated Escrow Account will be used to demonstrate Financial Responsibility for Injection Well Plugging, Post-Injection Site Care, and Site Closure. Insurance will be used to demonstrate Financial Responsibility for Emergency and Remedial Response. The combination of these financial instruments will provide appropriate assurances to EPA of Longleaf CCS, LLC's ability to fulfill its financial responsibilities at the Longleaf CCS Hub. **Table 5** summarizes the breakdown of Financial Responsibility coverages by financial instrument.

Table 5: Summary of GS Activity Costs by Financial Responsibility Instrument

Financial Responsibility Project Phase / Activity	Timeline of Coverage	Total Current Cost Estimate (2022\$)	Covered by Escrow	Covered by Commercial Insurance
Injection Well Plugging	2061	\$800,000	\$800,000	
Post-Injection Site Care	2055 to 2074	\$26,932,500	\$26,932,500	
Site Closure	2075	\$6,925,500	\$6,925,500	
Emergency and Remedial Response	2025-2054	\$7,500,000		\$7,500,000
	Total	\$42,158,000	\$34,658,000	\$7,500,000

Attachments 1 and 2 include copies of the attendant executed Escrow and Insurance financial instruments consistent with the requirements of Appendix B of EPA's July 2011 Class VI financial responsibility guidance.⁴ Specifically, as part of its initial demonstration for permitting, Longleaf CCS, LLC confirms that its Insurance coverages meet the respective submission and review requirements included in Table 1 of EPA's guidance.³

The values included in this demonstration of financial responsibility are based on cost estimates developed as part of the permit application development process. They are based on the hiring of a third-party contractors to perform the services or to procure goods associated with the performance of each Financial Responsibility activity. These values are subject to change during the course of the project to account for inflation of costs and changes to the project that

³ See U.S. EPA. July 2011. EPA 816-R-11-005. Table 1. Pages 6, 7.

may affect the cost of covered activities. Longleaf CCS, LLC will adjust the value of the financial instruments in response to any changes in cost estimates. All adjustments will be submitted for approval by EPA, and prior to any adjustment to the coverage amounts of the financial responsibility instruments included in **Table 5**.

D.1 Insurance

Longleaf CCS, LLC proposes to demonstrate financial responsibility for Emergency and Remedial Response using Insurance. Attachment 1 includes the executed Certificate of Insurance with Travelers Property Casualty Company of America, which has a credit rating of AA with S&P.

The injection wells covered by the policy are: LL#1 Injection Well, LL#2 Injection Well, LL#3 Injection Well, and LL#4 Injection Well. The face amount of the policy is: \$7,500,000. This value is more than sufficient to cover the total current cost estimate of \$7,500,000 (2022\$) for Emergency and Remedial Response, based on independent, third-party engineering data.

This specialized coverage form is specifically designed to support an emergency response plan with expertise and funding in the event of an uncontrolled leak at the injection site or elsewhere on the property. It can also provide emergency pollution remediation response, and support well re-drill or sidetrack drilling to recover an injection well if needed. The face amount of this insurance coverage is sufficient to provide the expert resources required to support an emergency or remedial action. This coverage has been custom crafted to support carbon capture and sequestration operations and will be maintained until completion of well plugging.

D.2 Other Qualifying Instruments

Longleaf CCS, LLC proposes to demonstrate financial responsibility for Injection Well Plugging, Post-Injection Site Care, and Site Closure, all of which are GS activities that are anticipated to occur in the future, using a segregated Escrow Account. As required by rule, the funds held in this Escrow Account are segregated from other funds and uses. A copy of the executed Escrow Agreement with Computershare Trust Company, National Association is included as Attachment 1.

Longleaf CCS, LLC relies on the present value method to determine the amount of funds to be placed in the Escrow Account in the near-term (i.e., prior to initial injection) so as to assure sufficient monies are available in the future to cover estimated costs for each GS activity, at the

time each GS activity phase begins.⁴ To achieve this goal, Longleaf CCS, LLC proposes the pay-in schedule summarized in **Table 6** and detailed in **Table 7** on the following page.

Specifically, **Table 6** provides the initial pay-in schedule, attendant Escrow balance, and anticipated stream of expenditures by GS activity. Longleaf CCS, LLC has deposited an initial up-front payment of \$1.0 million into the segregated Escrow Account. This initial deposit is more than sufficient to cover the total current cost estimate for Corrective Action and Injection Well Plugging. Separately, Longleaf CCS, LLC intends to make three additional annual payments to tally \$14.3 million into the Escrow Account, for a total payment into Escrow of \$15.3 million prior to initial injection. The first of these payments will be made in 2024, with each subsequent payment scheduled for 2025 and 2026, respectively.

Table 6. Escrow Account Summary

Grantor agrees to fund the account with follow-on payments pursuant to the following schedule:

- Payment 1: \$4,769,295 within 30 days of permit issuance, but no later than 30 days prior to initial injection.
- Payment 2: \$4,769,295 within 30 days of the anniversary date of Payment 1, but no later than 30 days prior to initial injection.
- Payment 3: \$4,769,295 within 30 days of the anniversary date of Payment 2, but no later than 30 days prior to initial injection.

⁴ The present value method is used in corporate finance to determine today's value of a stream of future cash flows. Present value analysis is based on the expectation that funds invested, today, can grow over time to match the expected need and timing for funds in the future. This concept is referred to as the Time Value of Money; that is, money available today is worth more than the same amount in the future, because of its potential to earn a return on investment.

Table 7. Escrow Account Detail

Year	Beginning Escrow Balance	Pay-in to Escrow	Escrow Balance after Pay-In	Engineering Cost Estimates (2022\$)				Inflated Cost	Escrow Balance after Costs Incurred	Interest Accrual	Ending Escrow Balance
				Corrective Action	Injection Well Plugging	Post-Injection Site Care (PISC)	Site Closure				
2023	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ 36,400.00	\$ 1,036,400.00
2024	\$ 1,036,400.00	\$ 4,769,295.43	\$ 5,805,695.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,805,695.43	\$ 211,327.31	\$ 6,017,022.75
2025	\$ 6,017,022.75	\$ 4,769,295.43	\$ 10,786,318.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,786,318.18	\$ 392,621.98	\$ 11,178,940.16
2026	\$ 11,178,940.16	\$ 4,769,295.43	\$ 15,948,235.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,948,235.59	\$ 580,515.78	\$ 16,528,751.37
2027	\$ 16,528,751.37	\$ -	\$ 16,528,751.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,528,751.37	\$ 601,646.55	\$ 17,130,397.92
2028	\$ 17,130,397.92	\$ -	\$ 17,130,397.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,130,397.92	\$ 623,546.48	\$ 17,753,944.40
2029	\$ 17,753,944.40	\$ -	\$ 17,753,944.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,753,944.40	\$ 646,243.58	\$ 18,400,187.98
2030	\$ 18,400,187.98	\$ -	\$ 18,400,187.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,400,187.98	\$ 669,766.84	\$ 19,069,954.82
2031	\$ 19,069,954.82	\$ -	\$ 19,069,954.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,069,954.82	\$ 694,146.36	\$ 19,764,101.17
2032	\$ 19,764,101.17	\$ -	\$ 19,764,101.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,764,101.17	\$ 719,413.28	\$ 20,483,514.46
2033	\$ 20,483,514.46	\$ -	\$ 20,483,514.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,483,514.46	\$ 745,599.93	\$ 21,229,114.38
2034	\$ 21,229,114.38	\$ -	\$ 21,229,114.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,229,114.38	\$ 772,739.76	\$ 22,001,854.15
2035	\$ 22,001,854.15	\$ -	\$ 22,001,854.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,001,854.15	\$ 800,867.49	\$ 22,802,721.64
2036	\$ 22,802,721.64	\$ -	\$ 22,802,721.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,802,721.64	\$ 830,019.07	\$ 23,632,740.70
2037	\$ 23,632,740.70	\$ -	\$ 23,632,740.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,632,740.70	\$ 860,231.76	\$ 24,492,972.47
2038	\$ 24,492,972.47	\$ -	\$ 24,492,972.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,492,972.47	\$ 891,544.20	\$ 25,384,516.66
2039	\$ 25,384,516.66	\$ -	\$ 25,384,516.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,384,516.66	\$ 923,996.41	\$ 26,308,513.07
2040	\$ 26,308,513.07	\$ -	\$ 26,308,513.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,308,513.07	\$ 957,629.88	\$ 27,266,142.95
2041	\$ 27,266,142.95	\$ -	\$ 27,266,142.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,266,142.95	\$ 992,487.60	\$ 28,258,630.55
2042	\$ 28,258,630.55	\$ -	\$ 28,258,630.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,258,630.55	\$ 1,028,614.15	\$ 29,287,244.70
2043	\$ 29,287,244.70	\$ -	\$ 29,287,244.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,287,244.70	\$ 1,066,055.71	\$ 30,353,300.41
2044	\$ 30,353,300.41	\$ -	\$ 30,353,300.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,353,300.41	\$ 1,104,860.13	\$ 31,458,160.54
2045	\$ 31,458,160.54	\$ -	\$ 31,458,160.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,458,160.54	\$ 1,145,077.04	\$ 32,603,237.59
2046	\$ 32,603,237.59	\$ -	\$ 32,603,237.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,603,237.59	\$ 1,186,757.85	\$ 33,789,995.43
2047	\$ 33,789,995.43	\$ -	\$ 33,789,995.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,789,995.43	\$ 1,229,955.83	\$ 35,019,951.27

Table 7. Escrow Account Detail (Cont'd)

Year	Engineering Cost Estimates (2022\$)										
	Beginning Escrow Balance	Pay-in to Escrow	Escrow Balance after Pay-In	Corrective Action	Injection Well Plugging	Post-Injection Site Care (PISC)	Site Closure	Inflated Cost	Escrow Balance after Costs Incurred	Interest Accrual	Ending Escrow Balance
2048	\$ 35,019,951.27	\$ -	\$ 35,019,951.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,019,951.27	\$ 1,274,726.23	\$ 36,294,677.49
2049	\$ 36,294,677.49	\$ -	\$ 36,294,677.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,294,677.49	\$ 1,321,126.26	\$ 37,615,803.76
2050	\$ 37,615,803.76	\$ -	\$ 37,615,803.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,615,803.76	\$ 1,369,215.26	\$ 38,985,019.01
2051	\$ 38,985,019.01	\$ -	\$ 38,985,019.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,985,019.01	\$ 1,419,054.69	\$ 40,404,073.70
2052	\$ 40,404,073.70	\$ -	\$ 40,404,073.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,404,073.70	\$ 1,470,708.28	\$ 41,874,781.99
2053	\$ 41,874,781.99	\$ -	\$ 41,874,781.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,874,781.99	\$ 1,524,242.06	\$ 43,399,024.05
2054	\$ 43,399,024.05	\$ -	\$ 43,399,024.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,399,024.05	\$ 1,579,724.48	\$ 44,978,748.53
2055	\$ 44,978,748.53	\$ -	\$ 44,978,748.53	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,201,030.53	\$ 42,777,717.99	\$ 1,557,108.94	\$ 44,334,826.93
2056	\$ 44,334,826.93	\$ -	\$ 44,334,826.93	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,234,045.99	\$ 42,100,780.94	\$ 1,532,468.43	\$ 43,633,249.37
2057	\$ 43,633,249.37	\$ -	\$ 43,633,249.37	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,267,556.68	\$ 41,365,692.69	\$ 1,505,711.21	\$ 42,871,403.90
2058	\$ 42,871,403.90	\$ -	\$ 42,871,403.90	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,301,570.03	\$ 40,569,833.87	\$ 1,476,741.95	\$ 42,046,575.82
2059	\$ 42,046,575.82	\$ -	\$ 42,046,575.82	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,336,093.58	\$ 39,710,482.24	\$ 1,445,461.55	\$ 41,155,943.79
2060	\$ 41,155,943.79	\$ -	\$ 41,155,943.79	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,371,134.98	\$ 38,784,808.81	\$ 1,411,767.04	\$ 40,196,575.85
2061	\$ 40,196,575.85	\$ -	\$ 40,196,575.85	\$ -	\$ 800,000.00	\$ 1,346,625.00	\$ -	\$ 3,836,470.21	\$ 36,360,105.64	\$ 1,323,507.85	\$ 37,683,613.48
2062	\$ 37,683,613.48	\$ -	\$ 37,683,613.48	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,442,802.54	\$ 35,240,810.94	\$ 1,282,765.52	\$ 36,523,576.46
2063	\$ 36,523,576.46	\$ -	\$ 36,523,576.46	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,479,444.58	\$ 34,044,131.88	\$ 1,239,206.40	\$ 35,283,338.28
2064	\$ 35,283,338.28	\$ -	\$ 35,283,338.28	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,516,636.25	\$ 32,766,702.04	\$ 1,192,707.95	\$ 33,959,409.99
2065	\$ 33,959,409.99	\$ -	\$ 33,959,409.99	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,554,385.79	\$ 31,405,024.20	\$ 1,143,142.88	\$ 32,548,167.08
2066	\$ 32,548,167.08	\$ -	\$ 32,548,167.08	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,592,701.58	\$ 29,955,465.51	\$ 1,090,378.94	\$ 31,045,844.45
2067	\$ 31,045,844.45	\$ -	\$ 31,045,844.45	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,631,592.10	\$ 28,414,252.35	\$ 1,034,278.79	\$ 29,448,531.13
2068	\$ 29,448,531.13	\$ -	\$ 29,448,531.13	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,671,065.98	\$ 26,777,465.15	\$ 974,699.73	\$ 27,752,164.88
2069	\$ 27,752,164.88	\$ -	\$ 27,752,164.88	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,711,131.97	\$ 25,041,032.91	\$ 911,493.60	\$ 25,952,526.51
2070	\$ 25,952,526.51	\$ -	\$ 25,952,526.51	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,751,798.95	\$ 23,200,727.56	\$ 844,506.48	\$ 24,045,234.04
2071	\$ 24,045,234.04	\$ -	\$ 24,045,234.04	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,793,075.94	\$ 21,252,158.11	\$ 773,578.56	\$ 22,025,736.66
2072	\$ 22,025,736.66	\$ -	\$ 22,025,736.66	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,834,972.07	\$ 19,190,764.59	\$ 698,543.83	\$ 19,889,308.42
2073	\$ 19,889,308.42	\$ -	\$ 19,889,308.42	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,877,496.66	\$ 17,011,811.76	\$ 619,229.95	\$ 17,631,041.71
2074	\$ 17,631,041.71	\$ -	\$ 17,631,041.71	\$ -	\$ -	\$ 1,346,625.00	\$ -	\$ 2,920,659.11	\$ 14,710,382.60	\$ 535,457.93	\$ 15,245,840.53
2075	\$ 15,245,840.53	\$ -	\$ 15,245,840.53	\$ -	\$ -	\$ -	\$ 6,925,500.00	\$ 15,245,840.53	\$ 0.00	\$ 0.00	\$ 0.00

Note:

3.640% 30-Year Treasury Yield (as of 3/24/23)

1.500% Inflation

Attachment 1. Escrow Agreement

Escrow Agreement

This Escrow Agreement, dated May 2nd, 2023, is entered into by and between: The "Grantor," Longleaf CCS, LLC, a Delaware limited liability company, and the "Escrow Agent," Computershare Trust Company, National Association, a national banking association organized under the laws of the United States. For purposes of this escrow agreement, Computershare Trust Company, National Association, shall also serve as the "Financial Institution".

The Grantor and the Escrow Agent are hereinafter collectively referred to as the "Parties".

Recitals

Whereas, on May 2, 2023, the United States Environmental Protection Agency, an agency of the United States Government (the "Agency"), received from the Grantor an individual Class VI Well Permit application for issuance of Class VI Permits for the wells listed on Exhibit B (collectively, "Permit");

Whereas, the Permit when issued will authorize the Grantor to operate a Class VI Well located in proximity to Bucks, Mobile County, Alabama and to operate an injection well in accordance with the terms and conditions set forth therein;

Whereas, the Agency has established certain regulations applicable to the Grantor, requiring that an owner or operator of an injection well shall provide assurance that funds will be available when needed for injection well plugging, post injection site care and site closure of the injection well;

Whereas, this Escrow Agreement is the Agency approved form of a financial assurance instrument that provides for injection well plugging, post injection site care and site closure of the injection well, as required by the Permit. This Escrow Agreement defines the terms and conditions under which an account containing the required funds will be held and disbursed (the "Escrow Account");

Whereas, the Escrow Agent agrees to accept, hold, and disburse the Escrow Account funds and the earnings thereon in accordance with the terms of this Escrow Agreement; and

Whereas, said Escrow Agent shall establish a standby trust fund as is required when an Escrow Account is used to provide such financial assurance.

Now, therefore, in consideration of the recitals above, the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Escrow Account

1. The Grantor shall deliver to the Escrow Agent \$1,000,000 on or before May 2nd, 2023, and

thereafter three subsequent payments shall be delivered to the Escrow Agent in the amounts and when described in Exhibit A of this Escrow Agreement (such amount required to be on deposit from time to time in the Escrow Account, the "Required Escrow Amount.)

2. Within one business day of receipt of any deposit forming part of the Required Escrow Amount or additional funds pursuant to Paragraph 3 below, the Escrow Agent shall place the Required Escrow Amount in an interest bearing account (the "Escrow Account") at the Escrow Agent. All funds delivered by the Grantor to the Escrow Agent shall be deposited and held by the Escrow Agent in the Escrow Account.
3. The Escrow Account shall be opened with the signature of the Escrow Agent indicating that checks drawn against the Escrow Account shall be signed by the Escrow Agent and by no other persons. Disbursements shall be made from the Escrow Account only in accordance with the terms of this Agreement.
4. The Escrow Agent shall maintain a record of all deposits, income, disbursements, and other transactions concerning the Escrow Account.
5. The Escrow Agent shall keep in its possession all book(s) and records relating to the Escrow Account until such time as they are delivered to a successor Escrow or to the Grantor and the Agency pursuant to paragraph 21 below.

Disbursements

6. The Escrow Agent shall make disbursements of the Escrow Account funds including any accrued interest only as follows:
 - a. Three business days following receipt of written direction from the Agency stating that funds held in the Escrow Account are required to pay for injection well plugging, post injection site care and site closure of the covered injection wells listed in Exhibit B, the Escrow Agent shall disburse such funds to the standby trust fund in the amount(s) identified, in accordance with the Agency's written direction for the fulfillment of corrective action, injection well plugging, post injection site care and site closure, obligations described at 40 CFR 146.84, 146.92, 146.93, and/or 146.94, respectively. Or, if an order is issued to begin injection well plugging, post injection site care and site closure by a U.S. district court or other court of competent jurisdiction, the Escrow Agent shall disburse such funds to the standby trust fund within three business days after issuance of any such order. The Escrow Agent shall provide

notice to the Grantor within two business days following receipt of any such written direction from the Agency or any such order, in each case accompanied by a copy of such written direction or order, as the case may be.

- b. The Escrow Agent shall disburse all funds in the Escrow Account to the Grantor within three business days of receipt of a joint written direction from the Agency and the Grantor that the Escrow Account funds are no longer required to fund the corrective action, injection well plugging, post injection site care and site closure, as required by the Permit, or if the Agency does not issue a Class VI UIC permit by May 1st, 2025 or within three business days of receipt of written notice from the Grantor stating that the Grantor has withdrawn its application for a Class VI UIC permit.

Duties and Liabilities of Escrow Agent

7. The Escrow Agent shall have no liability or obligation with respect to the Escrow Account funds except for the Escrow Agent's willful misconduct or gross negligence. The Escrow Agent shall be under no duty to: (a) pass upon the adequacy of any documents; (b) determine whether any of the Parties are complying with the terms and provisions of the Escrow Agreement; or (c) determine the identity or authority of any person purporting to be a signatory authorized by the Grantor or the Agency.

Escrow Agent's Fee

8. The Escrow Agent shall be entitled to compensation from the Grantor for its services under this Escrow Agreement in accordance with the attached fee schedule.

Investment Risk

9. Funds on deposit in the Escrow Account shall be invested in accordance with Section 2 of the Supplemental Agreement of even date herewith by and among the Parties. In no event shall the Escrow Agent have any liability as a result of any loss occasioned by the financial difficulty or failure of any institution, including the Financial Institution, or for failure of any banking institutions, including the Financial Institution, to follow the instructions of the Escrow Agent.

Notices

10. All notices, certifications, authorizations, request, or other communications permitted or

required shall be delivered as follows:

To the Grantor: Longleaf CCS, LLC
 c/o Tenaska, Inc.
 14302 FNB Parkway
 Omaha, NE 68154
 Attention: Robert A. Ramackers

and

Tenaska, Inc.
14302 FNB Parkway
Omaha, NE 68154
Attention: Legal Department

a. To the Agency: United States Environmental Protection Agency

U.S. EPA Region 4
Sam Nunn Atlanta Federal Center
61 Forsyth Street, SW
Atlanta, GA 30303-8960

b. To the Escrow Agent: Computershare Trust Company, N.A.

CTO Mail Operations
Attn: Christy Magnuson
1505 Energy Park Drive
St. Paul, MN 55108
Telephone: 667-402-8919
E-mail: Christine.magnuson@computershare.com

11. The Escrow Agent shall annually, at least 30 days prior to the anniversary date of establishment of the account, furnish to the Grantor and to the Agency a statement confirming the value of the account. Any securities in the account shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the account. The failure of the Grantor to object in writing to the Escrow Agency within 90 days after the statement has been furnished to the Grantor and the Agency shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or

liability against the Escrow Agent with respect to matters disclosed in the statement.

Resignation, Removal, and Successor Escrow Agent

12. If, at any time, the Escrow Agent shall resign, be removed, be dissolved, or otherwise become incapable of acting, or the position of the Escrow Agent shall become vacant for any reason, the Parties shall promptly appoint a successor Escrow Agent.
13. The Escrow Agent may not cancel or terminate the Escrow Account or this Escrow Agreement unless there is a failure to pay service fees. The Escrow Agent should send notice of cancellation by certified mail to the Grantor and the Agency.
14. All interest income accrued on funds in the Escrow Account shall become part of the Escrow Account and shall remain in the Escrow Account. The Grantor shall be solely responsible for the payment of all federal and state taxes on accrued Escrow Account interest.

Miscellaneous

15. This Escrow Agreement and the Supplemental Agreement of even date herewith by and among the Parties constitutes the entire agreement between the Parties relating to the holding, investment, and disbursement of the Escrow Account funds.
16. The Escrow Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their successors and assigns.

This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the laws of Delaware without giving effect to the conflict of laws principles thereof. Any claims relating to EPA will be resolved under federal law including, but not limited to the Federal Tort Claims Act 28 U.S.C. 2671, 2680.

17. This Escrow Agreement may be executed in any number of counterparts each which shall constitute an original and all counterparts shall constitute one Agreement.
18. This Escrow Agreement may not be assigned, amended, altered, or modified except by written instrument duly executed by all of the Parties, with the concurrence of the UIC Program Director, or by the Escrow Agent and the appropriate Director if the Grantor ceases to exist.
19. This Escrow Agreement shall terminate, and the Escrow Agent shall be relieved of all liability to the Grantor after: (a) all funds in the Escrow Account have been properly disbursed in accordance with the terms and conditions of this agreement; (b) the Escrow Agent has provided a final accounting of all transactions hereunder to the Parties; and (c) a

copy of all books and records relating to the Escrow Account has been delivered to the Grantor, and, if requested, to the Agency. EPA does not indemnify either the Grantor or the Escrow Agent due to the restrictions imposed by the Anti-Deficiency Act, 31 U.S.C. 1341

20. This Agreement shall take effect on the latest date of execution by the Grantor and Escrow Agent.

In witness whereof, the Parties have caused this Escrow Agreement to be duly executed as set forth below.

GRANTOR:

LONGLEAF CCS, LLC

By: 

Name: Robert A. Ramaekers

Title: Vice President

Executed on: May 2, 2023

ESCROW AGENT:

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION

By: _____

Name: _____

Title:

Executed on: _____, 2023

In witness whereof, the Parties have caused this Escrow Agreement to be duly executed as set forth below.

GRANTOR:

LONGLEAF CCS, LLC

By: _____

Name: _____

Title: _____

Executed on: _____, 2023

ESCROW AGENT:

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION

By: 
Name: Brent Jordahl
Title: Vice President

Executed on: May 2, 2023

EXHIBIT A

Grantor agrees to fund the account with follow-on payments pursuant to the following schedule:

- Payment 1: \$4,769,295 within 30 days of permit issuance, but no later than 30 days prior to initial injection.
- Payment 2: \$4,769,295 within 30 days of the anniversary date of Payment 1, but no later than 30 days prior to initial injection.
- Payment 3: \$4,769,295 within 30 days of the anniversary date of Payment 2, but no later than 30 days prior to initial injection.

EXHIBIT B

List of Injection Wells Covered by this escrow agreement:

- 1) Longleaf CCS Hub Injection Well LL#1
- 2) Longleaf CCS Hub Injection Well LL#2
- 3) Longleaf CCS Hub Injection Well LL#3
- 4) Longleaf CCS Hub Injection Well LL#4

Attachment 2. Certificate of Insurance



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Aon Risk Services Central, Inc. Aon Risk Insurance Services Central, Inc Omaha NE Office CA License # 0B04043 17807 Burke Street, Suite 401 Omaha NE 68118 USA	CONTACT NAME: PHONE (A/C. No. Ext): (402) 697-1400	FAX (A/C. No.): (402) 697-1594
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 10641043	
INSURED Longleaf CCS, LLC 14302 FNB Parkway Omaha NE 68154-5212 USA	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property Cas Co of America	25674
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 57009926813

REVISION NUMBER:

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY CAUSES OF LOSS DEDUCTIBLES				BUILDING	
	BASIC BUILDING				PERSONAL PROPERTY	
	BROAD CONTENTS				BUSINESS INCOME	
	SPECIAL				EXTRA EXPENSE	
	EARTHQUAKE				RENTAL VALUE	
	WIND				BLANKET BUILDING	
	FLOOD				BLANKET PERS PROP	
					BLANKET BLDG & PP	
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	CRIME TYPE OF POLICY					
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					
A	Control of Well	81N66082	04/28/2023	04/28/2024	X Limit X SIR/Deductible	\$7,500,000 \$150,000

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

U.S. EPA Region 4 Sam Nunn Atlanta Federal Center 61 Forsyth Street, SW Atlanta GA 30303-8960 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

CERTIFICATE NUMBER: 57009926813

