OMB Control No.: 1010-0006 Expiration Date: 1/31/2023

#### 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

November 12, 2021

RECEIVED

Bureau of Ocean Energy Management Alaska OCS Office 3801 Centerpoint Drive, Suite 500 Anchorage AK 99503-5820 Alaska Leasing Section

Leasing & Financial Responsibility Section

Bureau of Ocean Energy Management Pacific OCS Office 760 Paseo Camarillo, Suite 102 Camarillo CA 93010 Lease Management

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. SU1178382	OCS Lease/RUE/ROW No. OCS-G 36942
Bond Type Supplemental	Amount \$ 450,000.00

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

	SUPPLEMENTAL BOND	
	The Surety is the entity Guaranteeing Performance.	
Name of Surety: A	rch Insurance Company	
	Harborside 3, 210 Hudson Street, Suite 300	
•	Jersey City, NJ 07311	
If a Corporation, In	corporated in the State of: Missouri ; County or Parish of:	Hudson County
Check here if Suret	y 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 E Renaissance Offshore, LLC	Bond is Issued.
Mailing Address:	wo Memorial City Plaza, 820 Gessner Road, Suite 760, Houston,	TX 77024
Schedule A, the lea	se/RUE/ROW covered by this bond, is composed of: (add legal description)	)
	dditional information is on attached sheet.	
The following lease	RUE/ROW: OCS-G 36942, Ship Shoal Area Block 219, Limited to the Bl	021 Weil Only, API 177114014802
Y 1112		
	bligations of the Principal during the period of liability of this bond, the Sur	rety also accepts the following
Obligations: (Chec	k one) other than the Obligations of the Principal during the period of liability of th	is hand
	of all previous Sureties or guarantors even if the Obligations are not Obligat	
liability of this bon		ions of the Filherpar daring the period of
	of all previous Sureties or guarantors even if the Obligations are not Obligat	ions of the Principal during the period of
	d with the following exceptions or limitations (use an attached rider).	, , ,
Definitions	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	
For the purposes	a portion of the lease, or (3) as a designated operator or designated agent in	n all or a portion of the lease.
of this document:	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	
	Instrument issued, maintained, or approved under the OCS Lands Act (43 An <b>Instrument</b> includes individually or collectively any lease, operating a	
	agent, storage agreement, compensatory royalty agreement, transfer of ope	
	easement, whereunder the Principal has the right, privilege, or license to co	
	A Person includes an individual, a public or private entity, a State, a political	
	individuals, corporations, States, or subdivisions of States, or a government a	
	the Principal verifies that the information above is correct and agrees t	
	ent on behalf of all lessees, operating rights owners, and operators will fulfi	
	ent as though the Principal were the sole lessee for the lease/RUE/ROW in	
	the Surety verifies that the information above is correct and agrees to t	
	es hereby absolutely and unconditionally bind itself to the United States of a an Energy Management (BOEM), or such other official designated by the S	
	all Effergy Management (BOEM), of such office official designated by the S	coreary or me 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.
- 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 bankruptey 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 Burery Hereby warves any defenses to he	ability on this bond based on an unauthorized i incipal signature;
Arch Insurance Company	Renaissance Offshore, LLC
Name of Surety	Name of Principal
Maria D. Turne	
Signature of Person Executing for Surety	Signature of Person Executing for Principal BRIAN P. ROMERE
Maria D. Zuniga, Attorney-in-Fact	CHIEF FINANCIAL DEFICER
Name and Title (typed or printed)	Name and Title (typed or printed)
Harborside 3, 210 Hudson Street	Two Memorial City Plaza, 820 Gessner Suite 760
Suite 300 Business Address	Business Address
Jersey City, NJ 07311	Houston, TX 77024
Business Address	Business Address
Signed on this 15th day of October	, 2021, in the State of Texas, in the presence of:
20 1 0 11	11 (1n
Myona (3) oblison	Virginia Morrism
Signature of Witness	Signature of Witness
Myisha Jefferson	VIRGINIA MORRISON
Name (typed or printed)	Name (typed or printed)
10100 Katy Freeway, Suite 400	TWO MEMORIAL CITY PLAZA 820 GESSNER SLIVE 760
Address	Address
Houston, TX 77043	HOUSTON, TEXAS 77024
Address	Address
Houston, TX 77043 Address	Houston, TEXAS 77024 Address

Note: The person executing for the Surety must attach a corporate resolution and power of attorney stating his or her authority to undertake this Obligation, pursuant to the acts of the corporate board of directors and the laws of the State of incorporation. The corporation executing this bond as Surety and the Principal, if a corporation, must affix their corporate seals.

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

#### POWER OF ATTORNEY

#### **Know All Persons By These Presents:**

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Ashley D. Koletar, Joseph R. Aulbert, Marc W. Boots, Maria D. Zuniga, Richard Covington, Ryan J. Varela and Vickie Lacy of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90.000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED. That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the scal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020. and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 27th day gurance of <u>July</u>, 20<u>21</u>.

> CORPORATE SEAL 1971

Attested and Certified

Regan A. Shulman, Secretary

#### STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

#Issouri

Commonwealth of Pennsylvania - Notary Seal MICHELE TRIPODI, Hotary Public Philadelphia County My Commission Expires July 31, 2025 Commission Number 1168622

Michale Tripodi, Notary Public My commission expires 07/31/2025

#### CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 27, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 15thday of October. 20 21

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance - Surety Division

3 Parkway, Suite 1500 Philadelphia, PA 19102

SEAL 1971 Ssouri.

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

AICPOA040120 Printed in U.S.A.

**ARCH Surety** 

## **TEXAS CONSUMER NOTICE**

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent at the telephone number provided on the Declarations page of your policy.

You may contact William J. Misero, Surety, Arch Insurance Company, at the toll-free telephone number or address provided below:

Arch Insurance Company Attention: William J. Misero 3 Parkway Suite 1500 Philadelphia PA 19102 1-866-472-8845

You may contact the Texas Department of Insurance to obtain information on companies' coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O, Box 149091 Austin, TX. 78714-9091 FAX# (512) 475-1771

## **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

## ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

(Ed. 4/12) Printed in U.S.A.