

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: Bond No. SU1196971 Civil Penalty Case G-2024-017 May 22, 2025

Maritech Resources, Inc. 192 Summerfield Court, Suite 203 Roanoke, VA 24019 Attn: Lonnie L. Whitfield

Dear Mr. Whitfield:

Your letter dated May 21, 2025, requesting Maritech Resources, Inc. existing Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond on file, Bond No. SU1196971, be used as the bond for the penalty amount in Civil Penalty Case G-2024-017, was received in our office on May 22, 2025.

We are unable to grant your request at this time.

Should you need further assistance, please contact me at boemgomrfinancialassurance@boem.gov.

Sincerely,

BRIDGETTE Digitally signed by BRIDGETTE DUPLANTIS DUPLANTIS Date: 2025.05.22 09:05:50 -05'00'

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

cc: Lonnie L. Whitfield (lwhitfield@epiccompanies.com) BSEE Office of Enforcement (shadi.sarhan@bsee.gov)



May 21, 2025

RECEIVED

May 22, 2025

Leasing & Financial Responsibility Section

a a

VIA ELECTRONIC DELIVERY boemgomrfinancialassurance@boem.gov.

GOMR BOEM Leasing & Responsibility Unit 1201 Elmwood Park Blvd. MS 5422 New Orleans, LA 70123-2394 504-736-2803

Bureau of Ocean Energy Management ("BOEM") New Orleans Office Gulf of Mexico OCS Region Leasing and Financial Responsibility - Mail Stop GM266A 1201 Elmwood Park Blvd. New Orleans, LA 70123-2394

Re: Request to use Maritech's \$3 million Areawide Operator Bond SU1196971 (on file with BOEM) to bond the appeal to the IBLA of Maritech's <u>\$1,258,941</u> civil penalty. Civil Penalty Case: G-2024-017 Lease No.: OCS-G 10638 Lease Operator: Maritech Resources, Inc. Area: East Cameron Block: 328 Facility: Platform "A", Complex ID: 27008

Ladies and Gentlemen:

Reference is made to that certain civil penalty G-2024-017 identified above (copy attached) that was issued on March 7, 2025 by the Bureau of Safety and Environmental Enforcement ("BSEE") to Maritech Resources, Inc., ("Maritech"), as the contract operator of the above identified facility.

On May 5, 2025, Maritech appealed the civil penalty to the Interior Board of Land Appeals ("IBLA") (copy of appeal is attached). Also on May 5, 2025, Maritech reached out to BSEE by email indicating its intent to request the use of its areawide operator bond to bond the appeal.

Pursuant to the instructions in the appeal information that was provided Maritech with the notice of civil penalty, Maritech respectfully requests its <u>\$3 million</u> Areawide Operator Bond SU11967971 on file with the Bureau of Ocean Energy Management ("BOEM") to be used as collateral against Maritech's civil penalty of <u>\$1,258,941</u> until the appeal before the IBLA can be resolved.

192 Summerfield Court, Suite 203, Roanoke, VA 24019 281-814-2162

314011234v.1

Arena Energy LLC and Arena Offshore, LP jointly own 100% of the operating rights and production associated with the lease, and GOM Shelf LLC owns 100% of the record title interest in the lease. Arena Energy LLC, Arena Offshore, LP, and GOM Shelf LLC are each 100% jointly and severally liable for 100% of the costs associated with the removal of this facility.

While Maritech is the contract operator of record of the aliquot for the subject facility, Maritech no longer owns any interest in the lease or any of the production associated with the lease.

There is a \$7.9 million abandonment bond number N-7000894 currently in place (copy attached) guaranteeing the removal of the subject facility between Orinoco Natural Resources, LLC, as Principal, TETRA Technologies, Inc. as Obligee, and Indemnity National Insurance Company ("INIC"), as Surety. There is also a <u>\$341,995</u> abandonment bond number N-7000895 currently in place (copy attached) guaranteeing the site clearance of the subject facility between Orinoco Natural Resources, LLC, the Principal, TETRA Technologies, Inc. as Obligee, and INIC, as Surety. There is also a parent guarantee in place with TETRA Technologies, Inc. guaranteeing Maritech's abandonment and site clearance obligations associated with the EC 328 facility (see attached TETRA/Dominion Parent Guaranty) and a personal guarantee by Tom and Ana Clarke guaranteeing the abandonment and site clearance of the EC 328 facility (see attached TETRA/Dominion Parent Guaranty).

Please advise if BOEM is in agreement to allow Maritech's areawide operator bond to be used as collateral against the civil penalty during the appeal process.

Thank you in advance for your assistance with this matter.

Very truly yours,

Lonnie L. Whitfield Consultant Maritech Resources, Inc.

192 Summerfield Court, Suite 203, Roanoke, VA 24019 281-814-2162



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: SU1196971

November 3, 2023

Maritech Resources, Inc. c/o Alliant Insurance Services, Inc. 5444 Westheimer Rd., 9th Floor Houston, TX 77056 Attn: Melissa Haddick

Dear Ms. Haddick:

Your letter dated November 1, 2023, submitting replacement Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond No. SU1196971, in the amount of \$3,000,000, was received by our office on November 2, 2023. This bond, conditioned to cover the principal's leasehold interest held now or hereafter in the Gulf of Mexico, was executed on October 24, 2023, with Maritech Resources, Inc. as principal and Arch Insurance Company as surety.

This bond replaces Outer Continental Shelf Mineral Lessee's and Operator's Bond and Act of Suretyship No. RLB0001597, in the amount of \$3,000,000. This bond, conditioned to cover principal's leasehold interest held now or hereafter in the Gulf of Mexico, was executed on December 13, 1999, with Maritech Resources, Inc. as principal, and RLI Insurance Company as surety.

The replacement bond, Bond No. SU1196971, conforms to the requirements of the leasing and operating regulations for submerged lands of the Outer Continental Shelf and is considered to be effective October 24, 2023, the date it was executed. The period of liability of Outer Continental Shelf Right-of-Way Grant Bond No. RLB0001597 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.

> Sincerely, BRIDGETTE Digitally signed by BRIDGETTE DUPLANTIS DUPLANTIS Date: 2023.11.03 07:51:19 -05'00'

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

cc: Lonnie L. Whitfield (lwhitfield@maritechresources.com) Melissa Haddick (melissa.haddick@alliant.com) Jordan Rewerts (jordan.rewerts@rlicorp.com)



November 1, 2023

BY FEDEX

Bureau of Ocean Energy Management Gulf of Mexico - OCS Office 1201 Elmwood Park Blvd., MS GM266A New Orleans, LA 70123-2394

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RECEIVED

November 1, 2023

Leasing & Financial Responsibility Section

Maritech Resources, Inc. - Revised pages

OCS-G 02923 Ship Shoal Block 291 (SS 291) and OCS-G 2923 No. 4 (SS 291 Aliquots) Areawide GOM Bond SU1196968 (Replacing RLB0002621) \$300,000.00 OCS Mineral Lessee's or Operator's Bond SU1196971 (Replacing RLB0001597) \$3,000,000.00

To Whom it may concern:

We are pleased to enclose the original of the above captioned bonds issued as a replacement of RLI Insurance Company Bond Nos. RLB0002621 & RLB0001597.

We ask that you please accept the enclosed bonds and <u>release RLI Insurance Company</u> <u>Bond No. RLB0002621 & RLB0001597 as of October 24, 2023</u> by either signing the attached release form or by issuing a letter of release and return along with the original bond directly to the surety or to me as follows:

Melissa Haddick, Alliant Insurance Services, Inc., 5444 Westheimer, Suite 900, Houston, TX 77056 melissa.haddick@alliant.com

Jordan Rewerts, RLI Insurance Company, 350 W Washington Street, Suite 216, Temple AZ 858281 jordan.rewerts@rlicorp.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.

Kindest regards,

Support acit

Melissa Haddick Vice President - Account Executive P: (281) 216-9577 | E: melissa.haddick@alliant.com

Alliant Insurance Services, Inc.

5444 Westheimer Rd, 9th Floor Houston, TX 77056

P (281) 216-9577 CA License No. 0C36861 alliant.com

Melissa Haddick Vice President - Account Executive d Alliant Energy & Marine - Surety Direct: (281) 216-9577 Melissa.haddick@alliant.com Mail/Email To: Melissa Haddick Alliant Insurance Services, Inc. 5444 Westheimer, Suite 900, Houston, TX 77056 P: 281-216-9577 E: melissa.haddick@alliant.com

BOND RELEASE

As of <u>October 24, 2023</u> the undersigned by these presents, does for itself and its successors and assigns, unconditionally releases and discharges <u>RLI Insurance Company</u> of and from all causes of action and all past and present claims and/or liability now or hereinafter arising under Bond No. <u>RLB0001597</u> in the amount of <u>\$3,000,000.00</u> issued for <u>Maritech Resources, Inc.</u> This release shall cause this bond to be null and void and terminate any obligation of <u>RLI Insurance Company</u> 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____,

Obligee

Ву _____

Bureau of Ocean Energy Management, OCS Office

1201 Elmwood Park Blvd., MS GM266A

New Orleans, LA 70123-2394

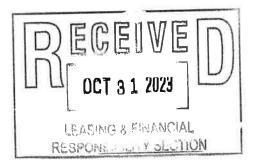
Witness

(Signature)

(Please print or type name)

(Title)

Phone:_____



U.S. Department of the Interior Bureau of Ocean Energy Management OMB Control No.: 1010-0006 Expiration Date: 3/31/2026

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

Form BOEM-2028

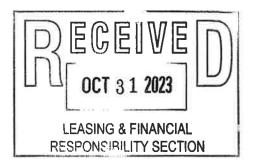
This form dated March 2023 supersedes all previous versions of form BOEM-2028

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



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.

| Bond NoSU119 | | S. DEPARTMENT O Bureau of Ocean Ene | | |
|--|--|---|---|---|
| Bond Type Areawide Development | | Amount \$3,000,000.00 | | |
| OUTE | | SHELF (OCS) MINEF | RAL LESSEE'S OR OI | PERATOR'S BOND |
| Name of Surety: | Arch Insurance Co | The Surety is the entity G | uaranteeing Performance. | |
| Mailing Address: | Harborside 3, 210 Hudson Street, Suite 300 | | | |
| _ | Jersey City, NJ 073 | 11-1107 | | |
| If a Corporation, In | corporated in the State | e of: Missouri | ; County or Parish of: | Williamson |
| Check here if Suret | | asury as an acceptable surety of is the Lessee or Designated | | the current U.S. Treasury Circular No. 570. ond is Issued. |
| Name of Principal: | Maritech Resource | | 1 | |
| - | 192 Summerfield C | | | |
| _ | Roanoke, VA 2401 | | | |
| Schedule A, the reg | | by this bond, is composed o (ico | of: (Check one and add lega | al description) |
| The following lea | | | | |
| | | if additional lease informat | | ed sheet. ety also accepts the following |
| All Obligations of liability of thi All Obligations of All Obligations of the All Obligatio | other than the Obligati of all previous Sureties s bond. of all previous Sureties | - | Obligations are not Obligations are not Obligations are not Obligations | is bond. ions of the Principal during the period ions of the Principal during the period |
| Definitions | | | | one or more of the following ways: (1) |
| For the purposes of this document: | a portion of the lease A Lessee includes an owner of all or a por An Obligation inclu Instrument issued, m An Instrument inclu agent, storage agreen easement, whereund | , or (3) as a designated open a approved record title own ion of the lease. des any obligation arising f aintained, or approved und ides individually or collecti nent, compensatory royalty er the Principal has the righ | rator or designated agent in er of all or a portion of the rom any regulations of the er the OCS Lands Act (43) vely any lease, operating a agreement, transfer of oper t, privilege, or license to co | approved operating rights owner of all or all or a portion of the lease. lease or an approved operating rights Department of the Interior or any U.S.C. 1331 <u>et seq</u> .). greement, designation of operator or rating rights, permit, license, or onduct operations on the OCS. subdivision of a State, any association of |
| | individuals, corporati | ons, States, or subdivisions c | of States, or a government ag | gency. |
| Unless as otherwise extent as though the interest within a r | ise indicated on Sche the Principal were th region designated in | e sole lessee for all leases | l fulfill all Obligations fo s in Schedule A or for all | or the entire leasehold and to the same leases for which the Principal has an |
| 1. The Surety doe Bureau of Oce for the perform | es hereby absolutely a an Energy Manageme nance of all present an | nd unconditionally bind itse nt (BOEM), or such other o d future Obligations. | If to the United States of A fficial designated by the Se | America acting through and by the eccretary of the Interior for this purpose, this document becomes effective and all |

- 2 nt 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.
- If the Regional Director terminates the period of liability of this bond, the Surety will remain responsible for Obligations that 3. 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 4. obligations 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.

- The Surety waives any right of notice of this bond taking effect and agrees that this bond will take effect upon delivery to BOEM. 5.
- The Surety's Obligations will remain in full force and effect, even if: 6.
 - (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.
- The Surety agrees to be bound under this bond as to the interests in any Instrument retained by the Principal when BOEM 7. approves the transfer of any or all of the Instruments or interests in the Instruments.
- 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 8. 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.

| Arch Insurance Company | Maritech Resources, Inc. | | |
|---|---|--|--|
| Name of Surety 0 11 0 | Name of Principal | | |
| Marra Hadich | AUROD | | |
| Signature of Person Executing for Surety | Signature of Person Executing for Principal | | |
| Melissa Haddick, Attorney-In-Fact | Vice President | | |
| Name and Title (typed or printed) | Name and Title (typed or printed) | | |
| 5444 Westheimer, Suite 900 | 192 Summerfield Court, Suite 203 | | |
| Business Address | Business Address | | |
| Houston, TX 77056 | Roanoke, VA 24019 | | |
| Business Address | Business Address | | |
| Signed on this 24th day of October , 2023 | , in the State of, in the presence of: | | |
| Megan Juily Signature of Witness | Carol Whitfield Signature of Witness | | |
| Megan Sivley Name (typed or printed) | Carol Whitfield Name (typed or printed) | | |
| 5444 Westheimer, Suite 900 | 192 Summerfield Court, Suite 203 | | |
| Address | Address | | |
| Houston, TX 77056 | Roanoke, VA 24019 | | |
| Address | Address | | |
| Note: The person executing for the Surety must attach a c | orporate resolution and power of attorney stating his or her authority to | | |

N 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-2028 (March 2023)

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:

Carlos Albelo, Megan Sivley, Melissa Haddick, Orlando Aguirre, Sandra Parker, Stacy Killebrew and Tannis Mattson 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 <u>One Hundred Fifty Million</u> Dollars (\$150,000,000,00). 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 August 31, 2022, 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 August 31, 2022:

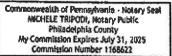
VOTED. That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and 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 August 31, 2022, 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 <u>7th</u> day of <u>June</u>, 2023.

Attested and Certified

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

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.



Mich

Stephen C. Ruschak, Executive Vice President

Arch Insurance Company

Michale Tsipodi. 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 June 7, 2023 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 day of 20

_ H.S Regan A. Shulman, Secretary

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



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.

