



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. 651539

August 5, 2025

WYOTEX Offshore, LLC
P.O. Box 280969
Littleton, CO 80228
Attn: Brandi L. McCubbin

Dear Ms. McCubbin:

Your letter dated August 1, 2025, submitting replacement Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond No. 651539, in the amount of \$200,000, was received by our office on August 5, 2025. This bond, conditioned to cover Lease OCS-G 37340, all of Block 543, Brazos Area, was executed on March 21, 2025, with WYOTEX Offshore, LLC as principal and Evergreen National Indemnity Company as surety.

This bond replaces Outer Continental Shelf (OCS) Mineral Lessee's or Operator's Bond No. 651459, in the amount of \$50,000. This bond, conditioned to cover Lease OCS-G 37340, all of Block 543, Brazos Area, was executed on November 7, 2024, with WYOTEX Offshore, LLC as principal and Evergreen National Indemnity Company as surety.

The replacement bond, Bond No. 651539, conforms to the requirements of the leasing and operating regulations for submerged lands of the Outer Continental Shelf and is considered to be effective March 21, 2025, the date it was executed. The period of liability of Bond No. 651459 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) 725-5774 or boemgulffinancialassurance@boem.gov.

Sincerely,

**BRIDGETTE
DUPLANTIS** Digitally signed by
BRIDGETTE DUPLANTIS
Date: 2025.08.05
14:21:15 -05'00'

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

cc: Brandi McCubbin (brandi@wyotex.com)
Julie Bower (jbowers@evergreenbonds.com)
Rusty Hinds (rustyhinds@aol.com)

WYOTEX Offshore, LLC
P.O. Box 280969
Littleton, CO 80228

RECEIVED
August 5, 2025
*Leasing & Financial
Responsibility Section*

August 1, 2025

Bureau of Ocean Energy Management
New Orleans Office
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

Re: Transmittal Letter
BOEM-2028 OCS Mineral Lessee's or Operator's Bond (OCS-G-37340)
WYOTEX Offshore, LLC (3798)

Kathleen,

Please find attached, the OCS Mineral Lessee's or Operator's Bond as follow:

Bond Type: Exploration Plan (OCS-G-37340)
Bond No.: 651539
Bond Amount: \$200,000.00
Area Covered: All of Block 543, Brazos Area, OCS Leasing Map, Texas Map No. 5
Principal: WYOTEX Offshore, LLC (3798)
Principal Point of Contact: Brandi McCubbin, brandi@wyotex.com, (361) 205-5286
Surety: Evergreen National Indemnity Company
Surety Point of Contact: Julie Bower, jbowers@evergreenbonds.com, (409) 995-5155
Execution Date: March 21, 2025

In replacement of the following bond, if applicable:

Bond Type: OCS Mineral Lessee's or Operator's Bond (OCS-G-37340)
Bond No.: 651459
Bond Amount: \$50,000.00
Area Covered: All of Block 543, Brazos Area, OCS Leasing Map, Texas Map No. 5
Principal: WYOTEX Offshore, LLC (3798)
Principal Point of Contact: Brandi McCubbin, brandi@wyotex.com, (361) 205-5286
Surety: Evergreen National Indemnity Company
Surety Point of Contact: Julie Bower, jbowers@evergreenbonds.com, (409) 995-5155
Execution Date: November 7, 2024

Please contact Rusty Hinds rustyhinds@aol.com for additional information.

Best regards,

Brandi L. McCubbin

Cover Page
**OUTER CONTINENTAL SHELF (OCS)
MINERAL LESSEE'S OR OPERATOR'S BOND
Form BOEM-2028**

This form dated
BOEM-2028

supersedes all previous versions of form

All Bond Forms must be submitted with a transmittal letter to the appropriate BOEM office:

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

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

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

RECEIVED

August 5, 2025

*Leasing & Financial
Responsibility Section*

Paperwork Reduction Act of 1995 (PRA) Statement: The PRA (44 U.S.C. 3501 *et seq.*) requires us to inform you that BOEM collects this information to hold the surety liable for the obligations and liability of the Principal (lessee or operator). Responses are mandatory. No proprietary information is collected. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB Control Number. Public reporting burden for this form is estimated to average 15 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Comments regarding the burden estimate or any other aspect of this form should be directed to the Information Collection Clearance Officer, Bureau of Ocean Energy Management, 45600 Woodland Road, Sterling, VA 20166.

U.S. DEPARTMENT OF THE INTERIOR

Bureau of Ocean Energy Management

Bond No. 651539

Lease No. OCS-G 37340

Bond Type Exploration Plan (EP)

Amount \$ 200,000.00

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

The Surety is the entity Guaranteeing Performance.

Name of Surety: Evergreen National Indemnity Company

Mailing Address: 6150 Oak Tree Blvd., Suite 440

Independence, Ohio

If a Corporation, Incorporated in the State of: Ohio; County or Parish of: Cuyahoga

☒ Check here if Surety is certified by U.S. Treasury as an acceptable surety on Federal Bonds and listed in the current U.S. Treasury Circular No. 570.

The Principal is the Lessee or Designated Operator for Whom the Bond is Issued.

Name of Principal: WYOTEX Offshore, LLC

Mailing Address: PO Box 280969

Lakewood Colorado 80228

Schedule A, the region or leases covered by this bond, is composed of: (Check one and add legal description)

☐ The following region:

☒ The following lease(s): All of Block 543, Brazos Area, OCS Leasing Map, Texas Map No. 5

☐ Check here if additional lease information is continued on attached sheet.

In addition to the Obligations of the Principal during the period of liability of this bond, the Surety also accepts the following Obligations: (Check one)

☐ No Obligations other than the Obligations of the Principal during the period of liability of this bond.

☒ All Obligations of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period of liability of this bond.

☐ All Obligations of all previous Sureties or guarantors even if the Obligations are not Obligations of the Principal during the period of liability of this bond with the following exceptions or limitations (use an attached rider).

Definitions

For the purposes of this document:

A **Principal** includes an entity holding an interest in the oil & gas lease in one or more of the following ways: (1) as an approved record title owner of all or a portion of the lease, (2) as an approved operating rights owner of all or a portion of the lease, or (3) as a designated operator or designated agent in all or a portion of the lease.

A **Lessee** includes an approved record title owner of all or a portion of the lease or an approved operating rights owner of all or a portion of the lease.

An **Obligation** includes any obligation arising from any regulations of the Department of the Interior or any Instrument issued, maintained, or approved under the OCS Lands Act (43 U.S.C. 1331 *et seq.*).

An **Instrument** includes individually or collectively any lease, operating agreement, designation of operator or agent, storage agreement, compensatory royalty agreement, transfer of operating rights, permit, license, or easement, whereunder the Principal has the right, privilege, or license to conduct operations on the OCS.

A **Person** includes an individual, a public or private entity, a State, a political subdivision of a State, any association of individuals, corporations, States, or subdivisions of States, or a government agency.

By signing below, the Principal verifies that the information above is correct and agrees to the following:

Unless as otherwise indicated on Schedule A, the Principal will fulfill all Obligations for the entire leasehold and to the same extent as though the Principal were the sole lessee for all leases in Schedule A or for all leases for which the Principal has an interest within a region designated in Schedule A.

By signing below, the Surety verifies that the information above is correct and agrees to the following:

1. The Surety does hereby absolutely and unconditionally bind itself to the United States of America acting through and by the Bureau of Ocean Energy Management (BOEM), or such other official designated by the Secretary of the Interior for this purpose, for the performance of all present and future Obligations.
2. The Surety will be responsible for all Obligations of the Principal in existence at the time this document becomes effective and all Obligations that accrue after that date and until all Obligations are met or until the Regional Director terminates the period of liability of this bond.
3. If the Regional Director terminates the period of liability of this bond, the Surety will remain responsible for Obligations that accrued during the period of liability until the Regional Director issues a written cancellation of the bond in favor of the Surety.
4. If this bond is cancelled, the Regional Director may reinstate this bond as if no cancellation had occurred if any payment of any 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.

5. The Surety waives any right of notice of this bond taking effect and agrees that this bond will take effect upon delivery to BOEM.
6. The Surety's Obligations will remain in full force and effect, even if:
 - (a) Any person assigns all or part of any interest in an Instrument covered by this document.
 - (b) Any person modifies an Instrument or Obligation under an Instrument in any manner including modifications that result from a commitment to a unit, cooperative, communitization, or storage agreement; suspension of operations or production; suspension or changes in rental, minimum royalty, or royalties; modification of regulations or interpretations of regulations; creation or modification of compensatory royalty agreements or payments; or creation of any mortgage, pledge, or other grant of security interest in the Instruments.
 - (c) Any person, event, or condition terminates any Instrument covered by this bond, whether the termination is by operation of law or otherwise.
 - (d) BOEM takes or fails to take any action in enforcing, as against any party to the Instrument, the payment of rentals or royalties or the performance of any other covenant, condition or agreement of the lease, or giving notice of or making demand with respect to such nonperformance.
 - (e) The Surety suffers any loss by reason of any law limiting, qualifying, or discharging the Principal's Obligation.
7. The Surety agrees to be bound under this bond as to the interests in any Instrument retained by the Principal when BOEM approves the transfer of any or all of the Instruments or interests in the Instruments.
8. In the event of any default under a lease, the Surety must provide payment of all of the cost of the Obligations of the Principal upon demand by BOEM.
9. If BOEM decides to commence suit to enforce its rights, it may commence and prosecute any claim, suit, action, or other proceeding against the Principal and Surety, or either of them, whether or not BOEM joins the lessees or any other party.
10. In the event there is more than one Surety for the Principal's performance of the Obligations, as to any Instrument, the Surety's Obligation and liability under this bond is on a "solidary" or "joint and several" basis along with other guarantors or sureties.
11. The Surety agrees to give prompt notice to BOEM and the Principal of any action filed alleging the insolvency or bankruptcy of the Surety or the Principal, or alleging any violation that would result in suspension or revocation of the Surety's charter or license to do business.
12. The Surety's Obligation and liabilities under this Bond are binding upon the Surety's successors and assigns. Nothing in this document permits assignment of the Surety's Obligation without the written consent of BOEM.
13. The Surety hereby waives any defenses to liability on this bond based on an unauthorized Principal signature.

Evergreen National Indemnity Company

Name of Surety

Julie K Bowers

Signature of Person Executing for Surety

Julie K Bowers, Attorney in Fact

Name and Title (typed or printed)

6150 Oak Tree Blvd., Suite 440

Business Address

Independence, Ohio 44131

Business Address

Wyotex Offshore, LLC

Name of Principal

Brandi L. McCubbin

Signature of Person Executing for Principal

Brandi L. McCubbin

Name and Title (typed or printed)

PO Box 280969

Business Address

Lakewood, Colorado 80228

Business Address

Signed on this 21st day of March, 2025, in the State of Ohio, in the presence of:

Mikayla Thornton

Signature of Witness

Mikayla Thornton, Witness

Name (typed or printed)

6150 Oak Tree Blvd., Suite 440

Address

Independence, Ohio 44131

Address

Louis A. Oswald III

Signature of Witness

Louis A. Oswald III

Name (typed or printed)

15 Brookhaven Trail

Address

Littleton, CO 80123

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.

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 651535

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby designate, constitute and appoint:

Denise M Borowy, Julie K Bowers, Hilarie Frankenberry, Karen M LoConti-Diaz, Mikayla Thornton, Patricia A Temple

its true and lawful Attorney(s)-in-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00);

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:



"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2024.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: 
Robert W. Shepard, President
By: 
David A. Canzone, CFO

Notary Public)
State of Ohio)


SS:

On this 1st day of April, 2024, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Robert W. Shepard and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



WILLIAM J. KOVAL, JR.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

By: 
William J. Koval, Jr., Notary Public
My commission has no expiration date
Section 147.03 R.C.


State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this 21st day of March, 2025.




Wan C. Collier, Secretary