



RECEIVED
ADJUDICATION SECTION
OCT 06 2025

Shell Offshore Inc.

150 N. Dairy Ashford Rd

Houston, TX 77079

Tel +1 832 337 0357

Email: john.munroe@shell.com

VIA EMAIL

October 6, 2025

Bureau of Ocean Energy Management
ATTN Adjudication Dept.
1201 Elmwood Park Boulevard
New Orleans, LA, 70123-2349

Dear Adjudication Dept:

SUBJECT: NON REQUIRED FILINGS
PROSPECT WHALE
OCS-G 19409, ALAMINOS CANYON BLOCK 815
7 = CONTRACTS, AGREEMENTS, AND CONVEYANCES

Enclosed please find a Assignment of Operating Rights Interest in Federal OCS Oil & Gas Lease between **CHEVRON U.S.A. Inc (Company No 00078)** and **Shell Offshore Inc. (Company No. 00689)** to be filed in **Non-Required Filing Category 7** (contracts, agreements, conveyances) for the above subject leases.

I have paid the adjudication fees for this non required filing and have attached a copy of the payment confirmations received via Pay.gov.

Should you have any questions please contact me via e-mail at john.munroe@shell.com or at (832) 337-0357.

Sincerely,

John Munroe
Senior Commercial Analyst

Attachments

unitization, communitization, and pooling agreements in effect as of the Effective Date with respect to the AC-815 Lease and the units created thereby (the "AC-815 Unit"), (v) to the extent that they may be assigned without payment of consideration, and to the extent not otherwise terminated, all contracts, agreements, and instruments to the extent relating to the ownership, operation, or maintenance of the AC-815 Lease, AC-815 Well, AC-815 Unit, or Chevron Personal Property and all rights thereunder (collectively, the "AC-815 Contracts"), (vi) to the extent that they may be assigned without payment of consideration, all permits, licenses, servitudes, easements, rights-of-way, surface leases and surface use agreements to the extent used primarily in connection with the ownership or operation of the property described above in (i), the AC-815 Well, the AC-815 Unit or the Chevron Personal Property (collectively the "AC-815 Easements"), (vii) to the extent primarily relating to the property described above in (i), all title records, title opinions, well logs, well tests, well files, mud logs, directional surveys, core reports, daily drilling records, machinery and equipment maintenance files, production records, accounting records, well master files, division of interest files, regulatory filings, revenue and joint interest billing account information, and tax records (collectively, the "AC-815 Records"), and (viii) all non-proprietary geological or geophysical or other seismic or related technical data, information or records relating to the property described above in (i), but excluding any and all interpretations, analyses and other derivative works with respect thereto ("AC-815 Seismic Data") of Assignor, to the extent transferable without payment of a fee or other penalty (unless Assignee has agreed in writing to pay such fee or other consideration). Such undivided eighteen and one-half percent (18.5%) of 8/8ths of items (i) through (viii) known collectively herein as the "Chevron Property".

For purposes of this Assignment the following defined terms shall mean:

"AC-815 Lease" means that certain federal OCS oil and gas lease OCS-G 19409, dated December 1, 1997, covering Alaminos Canyon block 815, located in the deepwater Gulf of America.

"Hydrocarbons" means oil and gas and other hydrocarbons produced or processed in association therewith.

"Operating Rights Interest" means, as to the AC-815 Lease, the undivided fractional or percentage share of the operating rights interest in and to such lease.

"WM12 Sand" means the stratigraphic equivalent of that sand as seen between the intervals of 17,260 feet measured depth and 17,360 feet measured depth on the Schlumberger Platform Express Array Induction Density-Neutron Final Composite log (12.25-inch hole section) of the AC 859#1 (OCS-G 20871 001 STOOBPOO) well and bearing API well number 608-05400270-0.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject, however, to the terms and conditions of this Assignment.

Section 1.2 Retained Rights and Obligations. The execution and delivery of this Assignment by Assignor, and the execution and acceptance of this Assignment by Assignee, shall not operate to release or impair any surviving rights or obligations of Assignor or Assignee under the Lease Exchange.

ARTICLE 2

LIMITED WARRANTY, PRIOR CONTRACTS AND DISCLAIMERS

Section 2.1 Limited Warranty. The Chevron Property is assigned without warranty of title or any other type of warranty (express or implied), except as to claims by persons or entities claiming the same Lease, or any part thereof, by, through or under the Assignor but not otherwise, with full subrogation and substitution of Assignee in and to all actions in warranty; and free and clear of any contracts (other than the Contracts and the Lease) and any overriding royalties, production payments, mortgages, pledges or other burdens, liens, or encumbrances on the Lease or production from the Lease (including dedication of production or dedication for processing or transportation), other than the lessor's royalty.

Section 2.2 Assignment Subject to Prior Contracts. This Assignment is made subject to express and implied terms and conditions of the Lease and the following agreements (collectively, "Contracts"), and, to the extent of the interests assigned, Assignee assumes and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid and discharged) all of the obligation of Assignor under the Contracts:

(a) Lease Exchange Agreement between Chevron U.S.A. Inc. and Shell Offshore Inc. effective January 1, 2025;

(b) Alaminos Canyon Block 859 Unit Agreement, Contract No. 754307006 dated effective November 1, 2006;

(c) Operating Agreement Prospect Whale Alaminos Canyon Blocks 684, 728, 771, 772 and 815 by and between Shell and Chevron effective January 1, 2016, as amended;

(d) Unit Operating Agreement Prospect Whale Alaminos Canyon Blocks 684 (S/2), 728, 771 and 772 by and between Shell and Chevron effective November 29, 2017, as amended;

(e) Amended and Restated Gas Dedication and Gathering Agreement by and between Williams Field Services-Gulf Coast Company LLC and Shell dated June 9, 2021 (the "Shell GGA");

(f) Amended and Restated Gas Dedication and Gathering Agreement by and between Williams Field Services-Gulf Coast Company LLC and Chevron executed July 29, 2021 with an Effective Date of June 9, 2021 (the "Chevron GGA");

(g) Oil Dedication and Gathering Agreement by and between Shell and Williams Oil Gathering L.L.C. dated June 9, 2021 (the "Shell OGA");

(h) Oil Dedication and Gathering Agreement by and between Chevron and Williams Oil Gathering L.L.C. executed July 29, 2021 with an Effective Date of June 9, 2021 (the "Chevron OGA");

(i) Construction, Connection, Use and Access Agreement by and among Williams Field Services – Gulf Coast Company LLC, Williams Oil Gathering, L.L.C., Shell, and Chevron dated June 9, 2021 (the "CCUA");

(j) Stabilizer Reimbursement Agreement by and among WFS-Liquids LLC, Shell, and Chevron dated June 9, 2021 (the "Reimbursement Agreement");

(k) Retrograde Condensate Stabilization and Truck Loading Agreement to be entered into by and between WFS-Liquids LLC and Shell (the "Shell RSTLA");

(l) Retrograde Condensate Stabilization and Truck Loading Agreement to be entered into by and between WFS-Liquids LLC and Chevron (the "Chevron RSTLA");

(m) Whale Producers Agreement by and between Shell and Chevron dated July 29, 2021 (the "Producers Agreement");

(n) Lease Dedication and Crude Oil Transportation Agreement by and between ExxonMobil Pipeline Company LLC and Shell dated September 12, 2022 (the "Shell Hoops Agreement");

(o) Lease Dedication and Crude Oil Transportation Agreement by and between ExxonMobil Pipeline Company LLC and Chevron, dated September 14, 2022 (the "Chevron Hoops Agreement"); and

(p) Exhibit E of the Second Amended and Restated Agreement for Measurement and Allocation of Condensate on the Central Texas Gathering System with an Effective Date of July 1, 2014 by and among Transcontinental Gas Pipeline Company, LLC, Union Oil Company of California, Shell Offshore Inc. and other various Producer Operators with a Transco contract reference number of 14 0333 000.

Should any terms of this Assignment conflict with the terms of the Contracts listed above, the terms of the Contract shall control. There shall be no merger of any of the Contracts with this Assignment; rather, the Contracts shall survive the granting of this Assignment.

Section 2.3 Assignor's Disclaimers of Warranties.

EXCEPT AS SET FORTH IN SECTION 2.1, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, ORAL OR WRITTEN, AS TO (i) TITLE TO ANY OF THE CHEVRON PROPERTY, (ii) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE CHEVRON PROPERTY, (iii) ANY ESTIMATES OF THE VALUE OF THE CHEVRON PROPERTY OR FUTURE REVENUES GENERATED BY THE CHEVRON PROPERTY, (iv) THE PRODUCTION OF OR THE ABILITY TO PRODUCE HYDROCARBONS FROM THE CHEVRON PROPERTY, (v) THE MAINTENANCE,

REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE CHEVRON PROPERTY, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE CHEVRON PROPERTY TRANSFERRED HEREUNDER IN ITS PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS, AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

ARTICLE 3 MISCELLANEOUS

Section 3.1 Assignment Subject to Lease Exchange. This Assignment is given pursuant to the terms of the unrecorded Lease Exchange, which is fully incorporated herein for all purposes, and this Assignment is specifically made subject to the terms, conditions and covenants contained therein. In the event of a conflict between any of the provisions of this Assignment and any provision of the Lease Exchange, the applicable provision of the Lease Exchange shall control to the extent of such conflict; provided, however, that third parties may conclusively rely on this Assignment to vest title to the Chevron Property in Assignee. By executing, delivering and accepting this Assignment, Assignor and Assignee do not intend to cause a merger of the terms of the Lease Exchange into this Assignment and all covenants, indemnities and other terms and provisions set forth in the Lease Exchange shall remain in full force and effect on and after the date hereof to the extent set forth in the Lease Exchange.

Section 3.2 Further Assurances. Assignor and Assignee agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Assignment and the Lease Exchange.

Section 3.3 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 3.4 Governing Law. THIS ASSIGNMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW WHICH WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY CLAIM, COUNTERCLAIM, DEMAND, CAUSE OF ACTION, DISPUTE, OR ANY OTHER CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THIS ASSIGNMENT OR TO THE SUBJECT MATTER OF THIS ASSIGNMENT OR TO ANY RELATIONSHIP CREATED HEREBY SHALL BE RESOLVED PURSUANT TO ARTICLE 14 OF THE LEASE EXCHANGE.

Section 3.5 Severability. The invalidity or unenforceability of any term or provision of this Assignment in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction, and the remaining terms and provisions shall

remain in full force and effect unless doing so would result in an interpretation of this Assignment that is manifestly unjust.

Section 3.6 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Either Party's delivery of an executed counterpart signature page by facsimile or email is as effective as executing and delivering this Assignment in the presence of the other Party. Neither Party shall be bound until such time as both Parties have executed counterparts of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been signed by each of the Parties on the date first above written.

ASSIGNOR:

CHEVRON U.S.A. Inc.

By: Ryan Schneider
Name: Ryan Schneider
Title: Land Management Officer

ASSIGNOR:

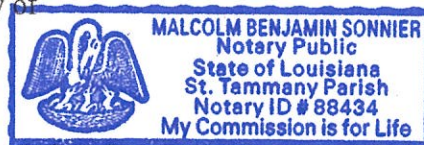
STATE OF Louisiana §
Parish §
~~COUNTY~~ OF St. Tammany §

The foregoing instrument was acknowledged before me on this 12th day of June, 2025, by Ryan Schneider as LMO on behalf of said corporation.

Malcolm B. Sonnier

Printed Name: _____

Notary Public for the State of _____
County of _____



ASSIGNEE:

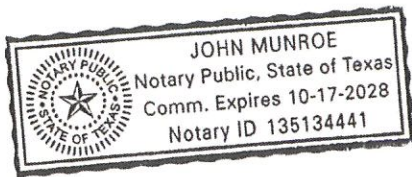
SHELL OFFSHORE INC.

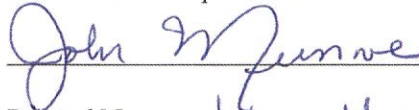
By: 
Name: Tyler M. Bond
Title: Attorney-in-Fact

ASSIGNEE:

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 12 day of June, 2025, by Tyler M. Bond as Attorney-in-Fact on behalf of said corporation.




Printed Name: John Munroe
Notary Public for the State of Texas
County of Harris