



October 7, 2025

VIA EMAIL

RECEIVED
ADJUDICATION SECTION
OCT 07 2025

Bureau of Ocean Energy Management
Attention: Adjudication Section
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

ATTN: Adjudication Unit

RE: OCS-G 21444, Keathley Canyon 875
Letter Agreement

Ladies and Gentlemen:

Enclosed is the document below to be filed in non-required records.

Title of Document: Letter Agreement Effective August 1, 2025

Identities of Parties to the Document: By Exxon Mobil Corporation, and Anadarko US Offshore LLC

Lease Affected: OCS-G 21444, Keathley Canyon 875

Category to be Filed: 7

Service Fee: Pay.gov receipt attached.

Once this document has been filed, I would appreciate your returning one (1) copy to my attention via email: vera_wells@oxy.com. Please do not hesitate to contact me should you have any questions or need additional information at 832-636-3002.

Sincerely,

ANADARKO PETROLEUM CORPORATION

Vera Wells
Analyst - GOA

RECEIVED
ADJUDICATION SECTION
OCT 07 2025

Letter Agreement

This Letter Agreement (this “**Agreement**”), effective as of August 1, 2025 (the “**Effective Date**”), is made by Exxon Mobil Corporation, a New Jersey corporation with an address of 22777 Springwoods Village Parkway, Spring, TX 77389 (“**ExxonMobil**”), with Anadarko US Offshore LLC, a Delaware limited liability company with an address of 1201 Lake Robbins Drive, The Woodlands, TX 77380 (“**Anadarko**”). In this Agreement, ExxonMobil and Anadarko are each referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, ExxonMobil is the operator of the following Rights-of-Way (“**ROW**”) all located in Keathley Canyon Block 875, Gulf of America (collectively and as more particularly described in Exhibit 1 attached hereto and made a part hereof, the “**Assets**”):

- 1) OCS-G 29754 comprised of Pipeline Segment Number (“**PSN**”) 21389, which was formerly that certain ROW OCS-G29658 comprised of PSN 21001, which was formerly that certain ROW OCS-G29658, PSN 18839; and
- 2) OCS-G 29764 comprised of PSN 21393, which was formerly that certain ROW OCS-G29659 comprised of PSN 21002, which was formerly that certain ROW OCS-G29659, PSN 18840;

WHEREAS, Anadarko is the operator of the Lucius Spar and the risers located on the Assets;

WHEREAS, Anadarko signed and submitted to BSEE a Designation of Operator (“**DOO**”) on August 20, 2018, requesting to be designated operator of the Assets;

WHEREAS, the DOO is still pending approval as of the Effective Date; and

WHEREAS, the Parties desire to enter into this Agreement covering and related to the assignment of the Assets from ExxonMobil to Anadarko.

THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Parties hereby agree to the following:

1. **Assignment.** ExxonMobil does hereby grant, bargain, sell, transfer, convey, set over, assign and deliver unto Anadarko, the Assets as described in Exhibit 1 attached hereto.

2. **Retained Obligations.** Subject to paragraph 5 below, ExxonMobil agrees to fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid, and discharged) all claims, liabilities, obligations, costs, expenses, and regulatory requirements (including accrued decommissioning and remediation, if any) known or unknown, with respect to the Assets or the ownership, use, or operation thereof, associated with the Assets and ExxonMobil’s ownership of the Assets arising prior to the Effective Date (the “**Retained Obligations**”).

3. **Assumed Obligations.** Subject to paragraph 4 below, Anadarko agrees to fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid, and discharged) all claims, liabilities, obligations, costs, expenses, and regulatory requirements (including decommissioning and remediation) known or unknown, with respect to the Assets or the ownership, use, or operation thereof, associated with the Assets and Anadarko's ownership of the Assets arising on or after the Effective Date (the "**Assumed Obligations**").

4. **ExxonMobil Indemnity.** Subject to paragraph 6 below, ExxonMobil agrees to release, defend, indemnify and hold harmless Anadarko, its affiliates, and the respective officers, directors, agents, employees, contractors, successors and assigns of the foregoing, for all of the Retained Obligations.

5. **Anadarko Indemnity.** Subject to paragraph 6 below, Anadarko agrees to release, defend, indemnify and hold harmless ExxonMobil, its affiliates, and the respective officers, directors, agents, employees, contractors, successors and assigns of the foregoing, for all of the Assumed Obligations. Without limiting the generality of the foregoing, Anadarko specifically agrees to release, defend, indemnify and hold harmless ExxonMobil, its affiliates, and the respective officers, directors, agents, employees, contractors, successors and assigns of the foregoing, for all decommissioning and remediation requirements pertaining in any way to the Assets arising on and after the Effective Date.

6. **Limitation of Liability; Waiver of Consequential and Punitive Damages.** NEITHER PARTY SHALL BE LIABLE IN AN ACTION INITIATED BY ONE AGAINST THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF VALUE, LOSS OF PRODUCTION, LOSS OF FINANCIAL ADVANTAGE, LOSS OF PROFIT, LOSS OF STRATEGIC OR TRANSACTIONAL OPPORTUNITIES OR BUSINESS INTERRUPTIONS, HOWEVER SAME MAY BE CAUSED.

7. **Further Assurances.** ExxonMobil and Anadarko agree to execute such additional transfers and other documents as may be necessary in order to accurately transfer of record all Assets owned by ExxonMobil intended to be conveyed to Anadarko pursuant to the terms and provisions of this Agreement.

8. **Further Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

9. **Governing Law and Jurisdiction.** This Agreement and the legal relations among the Parties shall be governed and construed in accordance with the laws of the State of Texas, excluding any conflicts of law rule or principle that might refer construction of such provisions to the laws of another jurisdiction. All of the Parties hereto consent to the exercise of jurisdiction in person by the courts of the State of Texas for any action arising out of this Agreement. All actions or proceedings with respect to, arising directly or indirectly in connection with, out of, related to, or from this Agreement shall be exclusively litigated in courts having situs in Houston, Harris County, Texas. Each Party hereto waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement.

10. **Counterpart Execution.** This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each Party that executes the same whether or not all of such Parties execute the same counterpart. If counterparts of this Agreement are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Agreement, but each counterpart shall be considered an original.

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the date of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Date.

Exxon Mobil Corporation:

Signed by:
By: Lauren W. McConn
9893CD7C0E814B5
Name: Lauren W. McConn
Title: Attorney-in-Fact

Anadarko US Offshore LLC:

DocuSigned by:
By: Andrew R. Poole
173615609E34B7
Name: Andrew R. Poole
Title: Attorney-in-Fact

Exhibit 1

The "Assets" assigned are:

- (1) that certain ROW bearing designation OCS G29754 comprised of PSN 21389, which was formerly that certain ROW OCS-G29658 comprised of PSN 21001, and which was formerly that certain ROW OCS-G29192, PSN 18839 and which is further described as follows:

Pipeline ROW OCS-G29754 is a 200-foot wide and approximately 0.19 miles (1,022 feet) long corridor associated with the 8-inch PSN 21398. The purpose of pipeline ROW OCS-G29754 is to operate and maintain PSN 21398 and to transport bulk gas originating from PLET SHO #1 terminating at the Lucius Spar in Block 875, all located in Keathley Canyon Area Block 875

- (2) that certain ROW bearing designation OCS-29764 comprised of PSN 21393, which was formerly that certain ROW OCS-G29659 comprised of PSN 21002, and which was formerly that certain ROW OCS-G29193, PSN 18840 and which is further described as follows:

Pipeline ROW OCS-29764 is a 200-foot wide and approximately 0.27 miles (1,426 feet) long corridor associated with the 8-inch PSN 21393. The purpose of pipeline ROW OCS-G29764 is to operate and maintain PSN 21393 and to transport bulk gas originating from PLET SHO #2 terminating at the Lucius Spar in Block 875, all located in Keathley Canyon Area Block 875