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ADJUDICATION SECTION
MAR 23 2026

March 23, 2026



Sent by Email: boemadjudication@boem.gov

United States Department of Interior
Bureau of Ocean Energy Management (“BOEM”)
Attention: Adjudication Section
Mail Stop GM 276A
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123- 2394

Rosefield Pipeline Company, LLC
2103 Research Forest Drive
Suite 300
The Woodlands, Texas 77380
281-681-9500
281-210-0522 Fax

RE: Filing of Non-Required Document
Assignment Bill of Sale

Ladies and Gentlemen:

Enclosed is one (1) copy of an Assignment and Bill of Sale between Crescent Midstream, LLC (3218) and Rosefield Pipeline Company, LLC (3542), covering several Pipeline Right of Ways (ROWs) located in the Eugene Island Area and in the South Marsh Island Area.

We request that the Assignment be filed in the BOEM Non-Required records as follows:

Title of Document: Assignment and Bill of Sale
ROWs Affected: OCS-G 01457B, OCS-G 14732, OCS-G 19694
Parties: Crescent Midstream, LLC as Assignors and
Rosefield Pipeline Company, LLC as Assignee
Category: 98 – Pipeline Filing Document
Filing Fees: Pay.gov receipt in the amount of \$114.00

Please note: the pay.gov receipt would not allow the “B” at the end of ROW OCS-G 01457B.

If you have any questions regarding this request, please do not hesitate to contact me at (281) 210-0519 or at pvera@arenaenergy.com.

Best regards,

Rosefield Pipeline Company, LLC

Paula Vera

Paula Vera

Enclosures

ASSIGNMENT AND BILL OF SALE

Crescent Midstream, LLC, a Delaware limited liability company, ("**Crescent**" or "**Assignor**"), effective as of 5:00 P.M. (Houston, Texas time) on February 11, 2026 (the "**Effective Date**") does hereby grant, sell, convey, assign, transfer, deliver, and set over to **Rosefield Pipeline Company, LLC**, a Delaware limited liability company, ("**Rosefield**" or "**Assignee**"), for value received, the receipt and sufficiency of which is hereby acknowledged, all of Assignor's right, title and interest in the Acquired CGGS Idle Facilities, as defined below (collectively, the "**Assignment**"). Capitalized terms used in this Assignment that are not otherwise defined herein shall have the meanings given to such terms in that certain Purchase and Sale Agreement by and between Assignor and Assignee dated as of the Effective Date (as may be amended from time to time, the "**Purchase Agreement**"). Each defined term shall be equally applicable both to the singular and the plural forms of the term so defined. Assignor and Assignee are herein referred to individually as a "**Party**" and collectively as the "**Parties**".

The "**Acquired CGGS Idle Facilities**," reflected in purple on Exhibit A hereto, consist, collectively, of all of Crescent's right, title and interest in and to the following:

(a)

- a) **PSN 10407 and ROW OCS G-14732**. Pipeline Segment Number ("**PSN**") 10407, an approximately twenty-one (21) mile 12" oil pipeline, and its associated right-of-way ("**ROW**"), OCS G-14732, extending from a flange tie-in downstream of Valve G8 (reference Exhibit A, purple) on platform A ("**SMI 130A Platform**") located in South Marsh Island Area Block 130 ("**SMI-130**") through a subsea reroute (reference Exhibit B, SD-86633) to PSN 2899 at Eugene Island Area Block 331 ("**EI Block 331**"). Crescent will continue to own and maintain its current connections and facilities located on the SMI 130A Platform, which are needed to flow product to its Active CGGS Pipeline, being PSN 3034 (reference Exhibit A, red). Collectively, PSN 10407 and ROW OCS-G 14732, are "**10407 Pipeline and ROW**";
- b) **PSN 2899 and ROW OCS G-01457B**. PSN 2899, an approximately twenty-three and five-tenths (23.5) mile 12.75" oil pipeline, and its associated ROW, OCS G-01457B, extending from a subsea connection (reference Exhibit B, SD-86633) in EI Block 331 to a flange valve connection on Platform C at Eugene Island Area Block 259 ("**EI 259 C Platform**"), and associated piping on the EI 259 C Platform (reference Exhibit C, D-4678, bright pink and dusty rose) (for the avoidance of doubt, any reference to Crimson on any Exhibit to this Agreement shall be deemed to be a reference to Crescent). Collectively, PSN 2899 and ROW OCS-G 01457B, are "**2899 Pipeline and ROW**";
- c) **PSN 2968 and ROW OCS G-19694**. PSN 2968, an approximately two (2) mile 12" oil pipeline, and its associated ROW, OCS G-19694, extending from a flange valve connection on EI 259 C Platform to a flange valve connection on Platform A at Eugene Island Area Block 259 ("**EI 259 A Platform**"), and associated piping on the EI 259 A

Platform (reference Exhibit D, D-4676). Collectively, PSN 2968 and ROW OCS-G 19694, are “**2968 Pipeline and ROW**”;

- d) **PSN 2969.** PSN 2969, an approximately nineteen and five-tenths (19.5) mile 12” oil pipeline extending from a flange valve connection on EI 259 A Platform to a flange valve connection on Platform P-Valve at Eugene Island Area Block 188 (“**EI 188 P-Valve Platform**”). Crescent will continue to own and maintain its current connections and facilities on the EI 188 P-Valve Platform which are needed to flow product to Tarpon Pipeline connection on such platform (reference Exhibit E, SD-43044). PSN 2969 is hereinafter referred to as “**2969 Pipeline.**” (For the avoidance of doubt, and notwithstanding anything herein to the contrary, the Acquired CGGS Idle Facilities shall not include the current ROW that covers, among other pipelines, the 2969 Pipeline (OCS G- 01457));
- e) **Permits.** To the extent assignable or transferable, all permits, authorizations, consents and other rights solely associated with the Acquired CGGS Idle Facilities listed in (a) – (d) above, and with the Non-Acquired Idle PSNs, as defined in Section 2 below (“**Permits**”);
- f) **Assigned Contracts.** All contracts and agreements listed on Exhibit “K” to the extent relating to the Acquired CGGS Idle Facilities listed in (a) – (d) above (“**Assigned Contracts**”); and
- g) **Records.** All land, ROW, and other records in Crescent’s possession to the extent relating to the Acquired CGGS Idle Facilities listed in (a) – (f) above, including, without limitation, (i) all pipeline integrity and maintenance records, (ii) all dedication agreements pertaining to dedicated leases listed on Exhibit G, Table 1, (iii) all documents related to current tariffs paid with respect to lease production listed on Exhibit G, Table 2, (iv) all records for the Assigned Contracts, and (v) all incidents of non-compliance (“**INCs**”) and decommissioning orders received by Crescent from BSEE or other related correspondence to or from BSEE related to the Acquired CGGS Idle Facilities and the Non-Acquired Idle PSNs (“**Records**”); *provided, however,* that the records shall not include legal records and legal files of Crescent or its affiliates, work product of Crescent’s and its affiliates’ legal counsel and records protected by attorney-client privilege.

Excluded Assets. The Acquired CGGS Idle Facilities do not, and shall not, include (collectively, the “**Excluded Assets**”):

- a) any wells or platforms;
- b) PSN 12282, an approximately fifteen (15) mile 6” oil pipeline associated with terminated ROW OCS G-05124, extending from a subsea connection (reference Exhibit H, GOM-G-002E, yellow) in Vermilion Area Block 380 to a subsea

connection at Vermilion Area Block 340 (reference Exhibit H, GOM-G-002E and Exhibit A, green);

- c) PSN 4648, an approximately five (5) mile 8” oil pipeline associated with terminated ROW OCS G-03434, extending from a flange connection (reference Exhibit F, D-4667) on South Marsh Island Block 132B Platform to a flange connection on the SMI 130A Platform, and associated piping on the SMI 130A Platform (reference Exhibit A, purple);
- d) PSN 4650, an approximately twenty-one (21) mile 6” oil pipeline associated with terminated ROW OCS G-03431, extending from a subsea connection (reference Exhibit H, GOM-G-002E) in Vermilion Area Block 340 to a flange connection at South Marsh Island Area Block 132B (reference Exhibit I, D-4667 and Exhibit A, green) (collectively, (b) and (c) above and this (d) are the “*Non-Acquired Idle PSNs*”);
- e) any part of the Active CGGS Pipeline (reference Exhibit A, red);
- f) any pipeline segments or ROWs that are not specifically identified as Acquired CGGS Idle Facilities above; and
- g) any and all rights and obligations arising under Assigned Contracts to the extent relating to assets other than the Acquired CGGS Idle Facilities and any and all contracts and agreements that are not Assigned Contracts.

TO HAVE AND TO HOLD the Acquired CGGS Idle Facilities unto Assignee, its successors and assigns forever, subject to the terms, conditions, and reservations set forth hereinbelow.

1. **Abandonment Obligations and Assumed Liabilities.** Assignee assumes and agrees to fully and timely pay, perform, and discharge the Abandonment Obligations and the Assumed Liabilities
2. **Limited Warranty of Title and Disclaimer of All Other Warranties.** This Assignment of the Acquired CGGS Idle Facilities shall be as-is and without any warranties, express or implied (INCLUDING BUT NOT LIMITED TO ANY WARRANTIES ARISING PURSUANT TO SECTION 5.023 OF THE TEXAS PROPERTY CODE), except for a limited warranty of title in which Crescent shall, and hereby does (a) represent, warrant, and covenant with Rosefield that the Acquired CGGS Idle Facilities are free and clear of all liens, claims, encumbrances, and adverse claims to title created by, through, or under Crescent, but not otherwise, other than Permitted Encumbrances as defined below, (b) warrant and agree to defend the title to the Acquired CGGS Idle Facilities against the lawful claims of all persons claiming or to claim the same by, through or under Crescent, but not otherwise, and (c) represent, warrant and covenant that Crescent has

the right to transfer and convey the Acquired CGGS Idle Facilities to Rosefield (assuming Rosefield is duly qualified, and has received all approvals from all applicable governmental authorities necessary, to own and operate the same) subject to the Permitted Encumbrances. The term "*Permitted Encumbrances*" shall mean (i) any matters of record in the conveyance or mortgage records of St. Mary Parish, Louisiana, Iberia Parish, Louisiana, and/or Vermillion Parish, Louisiana, as of the Effective Date and (ii) any liens, imperfections in title, charges, easements, restrictions, encumbrances or other matters, which individually or in the aggregate do not materially or adversely affect the Acquired CGGS Idle Facilities with respect to their value to, or intended use by, Rosefield.

EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN THIS SECTION 2 AND IN SECTION 17 OF THE PURCHASE AGREEMENT, CRESCENT EXPRESSLY DISCLAIMS, AND ROSEFIELD ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING UPON, ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED MADE BY OR ON BEHALF OF ANY MEMBER OF THE CRESCENT INDEMNIFIED PARTIES (INCLUDING ANY WRITTEN OR ORAL COMMUNICATION OR ANY INFORMATION MADE AVAILABLE TO ROSEFIELD), AS TO (1) TITLE TO ANY OF THE ACQUIRED CGGS IDLE FACILITIES, (2) THE CONTENTS, CHARACTER OR NATURE OF ANY ENGINEERING DATA OR INTERPRETATION, RELATING TO THE ACQUIRED CGGS IDLE FACILITIES OR THE NON-ACQUIRED IDLE PSNS, (3) ANY ESTIMATES OF THE VALUE OF THE ACQUIRED CGGS IDLE FACILITIES OR FUTURE REVENUES GENERATED BY THE ACQUIRED CGGS IDLE FACILITIES, (4) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ACQUIRED CGGS IDLE FACILITIES OR THE NON-ACQUIRED IDLE PSNS, (5) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY OR ON BEHALF OF CRESCENT OR THIRD PARTIES WITH RESPECT TO THE ACQUIRED CGGS IDLE FACILITIES OR THE NON-ACQUIRED IDLE PSNS, (6) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ROSEFIELD OR ANY OF ROSEFIELD'S REPRESENTATIVES IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, (7) THE TAX ATTRIBUTES OF ANY OF THE ACQUIRED CGGS IDLE FACILITIES, AND (8) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY REPRESENTED OTHERWISE IN THIS SECTION 2 AND IN SECTION 17 OF THE PURCHASE AGREEMENT, CRESCENT FURTHER DISCLAIMS, AND ROSEFIELD ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING UPON, ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES

OF MATERIALS OF ANY ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE OR CONSIDERATION, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ROSEFIELD SHALL BE DEEMED TO BE OBTAINING THE ACQUIRED CGGS IDLE FACILITIES IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT ROSEFIELD HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ROSEFIELD DEEMS APPROPRIATE.

3. **Choice of Law.** This Assignment shall be construed, interpreted and governed according to the laws of the State of Texas, excluding any conflict or choice of law principles or rules which, if applied, might permit or require the application of the laws of another jurisdiction. In the event this Assignment, or any part hereof, is found to be inconsistent with or contrary to any such laws, rules, regulations or orders, such laws, rules, regulations, or orders shall be deemed to control and this Assignment shall be regarded as modified accordingly, but only to the extent of the inconsistency, and as so modified, shall continue in full force and effect.
4. **Arbitration.** WITH RESPECT TO ANY DISPUTE UNDER THIS ASSIGNMENT, CRESCENT AND ROSEFIELD AGREE TO SUBMIT TO COMMERCIAL ARBITRATION IN HOUSTON OR THE WOODLANDS, TEXAS UNDER THE AMERICAN ARBITRATION ASSOCIATION ("AAA") RULES AND AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
5. **EXCLUSION OF CERTAIN DAMAGES.** NOTWITHSTANDING ANYTHING HEREIN PROVIDED TO THE CONTRARY, CRESCENT AND ROSEFIELD DO HEREBY COVENANT AND AGREE THAT THE RECOVERY BY ANY PARTY HERETO OF ANY DAMAGES SUFFERED OR INCURRED BY IT AS A RESULT OF ANY BREACH BY ANOTHER PARTY OF ANY OF ITS COVENANTS, AGREEMENTS, REPRESENTATIONS, GUARANTIES, WARRANTIES, DISCLAIMERS, WAIVERS OR CONTINUING OBLIGATIONS UNDER THIS AGREEMENT OR THE ABOS, SHALL BE LIMITED TO THE ACTUAL DAMAGES SUFFERED OR INCURRED BY THE NON-BREACHING PARTY AS A RESULT OF SUCH BREACH, AND IN NO EVENT SHALL SUCH RECOVERY INCLUDE ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES SUFFERED BY SUCH PARTY.
6. **Independent Representation.** Each Party has had the benefit of independent representation with respect to the subject matter of this Assignment. This Assignment, notwithstanding that any portion hereof may have initially be drawn by one Party, shall be considered for all purposes as prepared through the joint efforts of both Parties, and shall not be construed against one Party or the other as a result of the preparation, submittal or other events involving negotiation, drafting or execution hereof.

7. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto.
8. **Counterparts.** This Assignment may be executed in multiple counterparts and delivered by facsimile or email in PDF format, each of which shall be an original, and all of which shall be deemed to constitute one and the same document.
9. **Purchase Agreement.** This Assignment is delivered pursuant to, and hereby made subject to, the terms and conditions of the Purchase Agreement. In the event that any provision of this Assignment is construed to conflict with any provision of the Purchase Agreement, the provisions of the Purchase Agreement shall be deemed controlling to the extent of such conflict. The execution and delivery of this Assignment by Assignor, and the execution and acceptance of this Assignment by Assignee, shall not operate to limit, release, waive or impair any rights, obligations, remedies or indemnities of either Party with respect to the other Party under the Purchase Agreement. The Parties expressly intent that the terms of the Purchase Agreement do not merge into the terms of this Assignment.

[Signature pages follow.]

ASSIGNEE:

CRESCENT MIDSTREAM, LLC

WITNESSES:


Name: CHRIS KRAAL

By: 
Name: E.J. ASIFUROV
Title: CEO


Name: BASEL MURAD

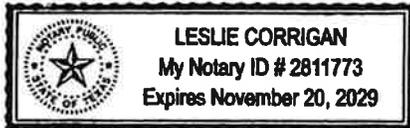
THE STATE OF TEXAS

COUNTY OF HARRIS

On this 11 day of February, 2026, before me appeared D.J. Ashcroft
to me personally known, who, being by me duly sworn did say that he is the
CEO for Crescent Midstream, LLC, a Delaware liability
company, and that the foregoing instrument was signed on behalf of said limited liability company
by authority of its Board of Directors, and said appearer acknowledged said instrument to be free
act and deed of said limited liability company.

Leslie Corrigan
Notary Public for the State of Texas

My Commission Expires: 11/20/2029



WITNESSES:


Name: SCOTT BROEKSTRA


Name: Viviana A. Bravo

ASSIGNEE:

ROSEFIELD PIPELINE COMPANY, LLC

By: 
Name: Christopher A. Capsimalis SDB
Title: Chief Executive Officer

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

On this 10th day of February, 2026, before me appeared Christopher A. Capsimalis, to me personally known, who, being by me duly sworn did say that he is the Chief Executive Officer for Rosefield Pipeline Company, LLC, a Delaware liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Board of Directors, and said appearer acknowledged said instrument to be free act and deed of said corporation.

Paula Rene Vera
Notary Public for the State of Texas

My Commission Expires: 05/09/2029



EXHIBIT "A"

Attached to and made a part of that certain
Assignment and Bill of Sale, dated effective February 11, 2026,
executed by and between Crescent Midstream, LLC and Rosefield Pipeline Company, LLC

CGGS PIPELINE

(RED – active, PURPLE – idle acquired, GREEN – idle not acquired)

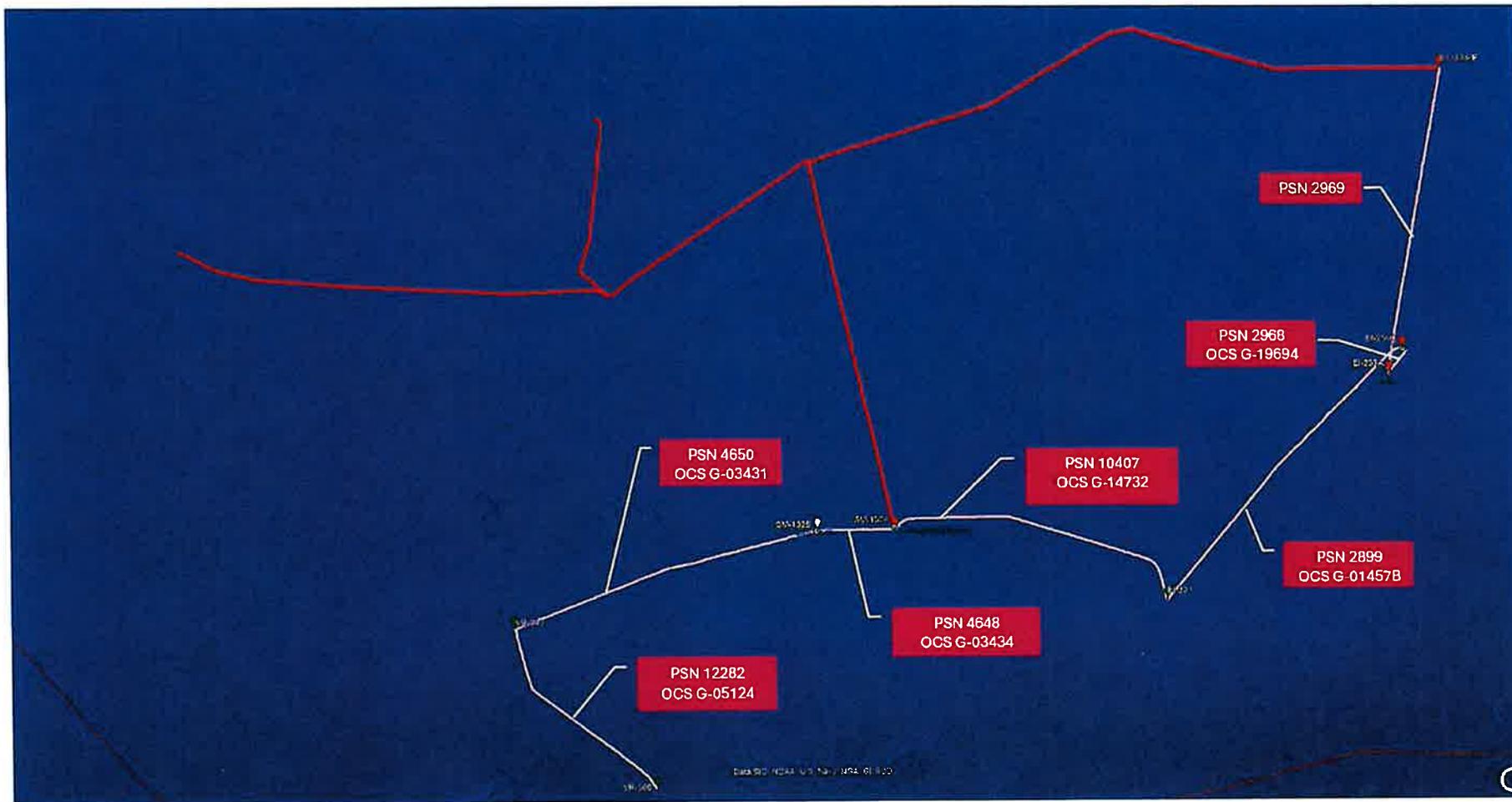


EXHIBIT "B"

Attached to and made a part of that certain Assignment and Bill of Sale, dated effective February 11, 2026, executed by and between Crescent Midstream, LLC and Rosefield Pipeline Company, LLC

SD-86633

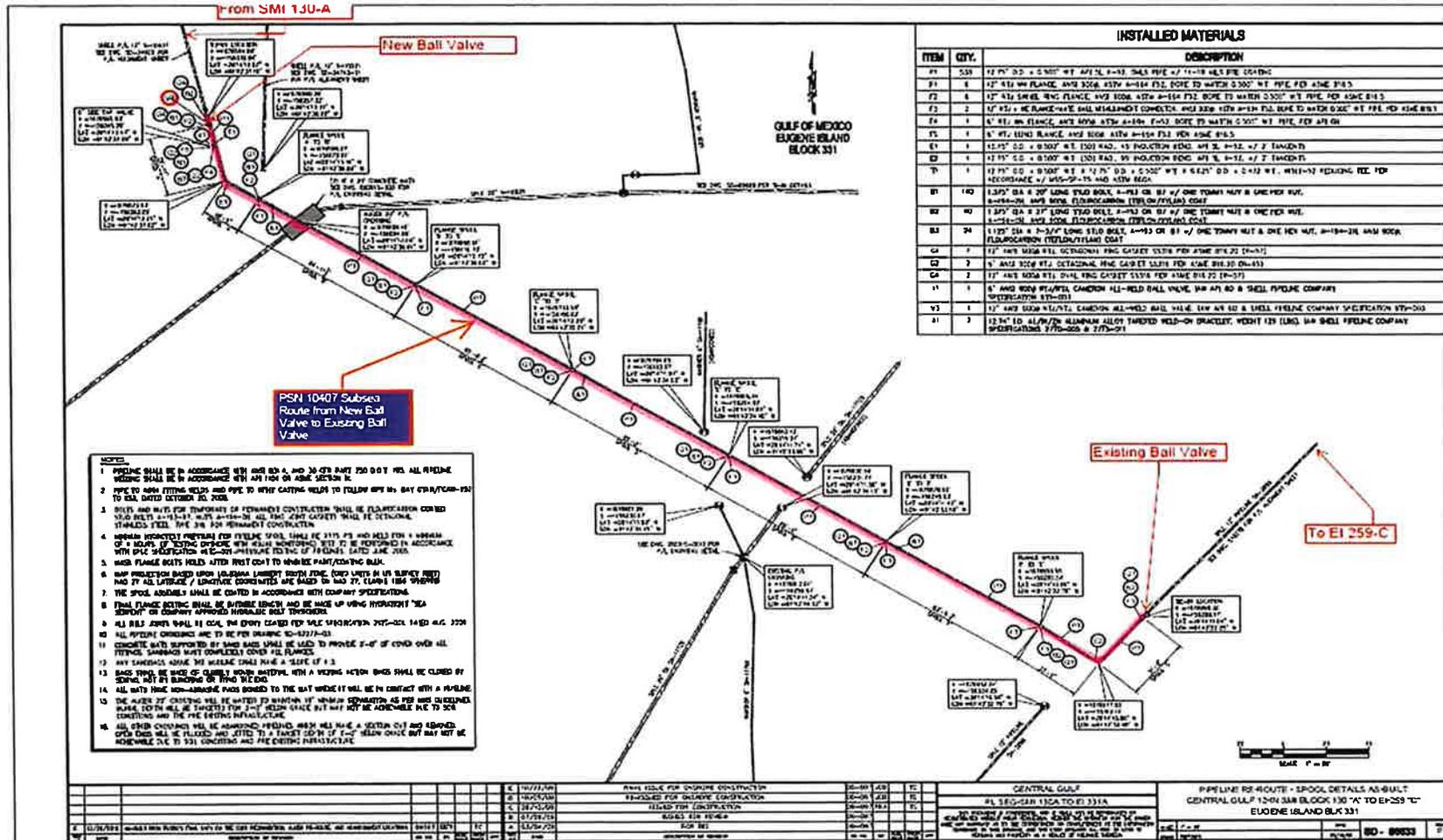


EXHIBIT "C"
 Attached to and made a part of that certain
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D-4678

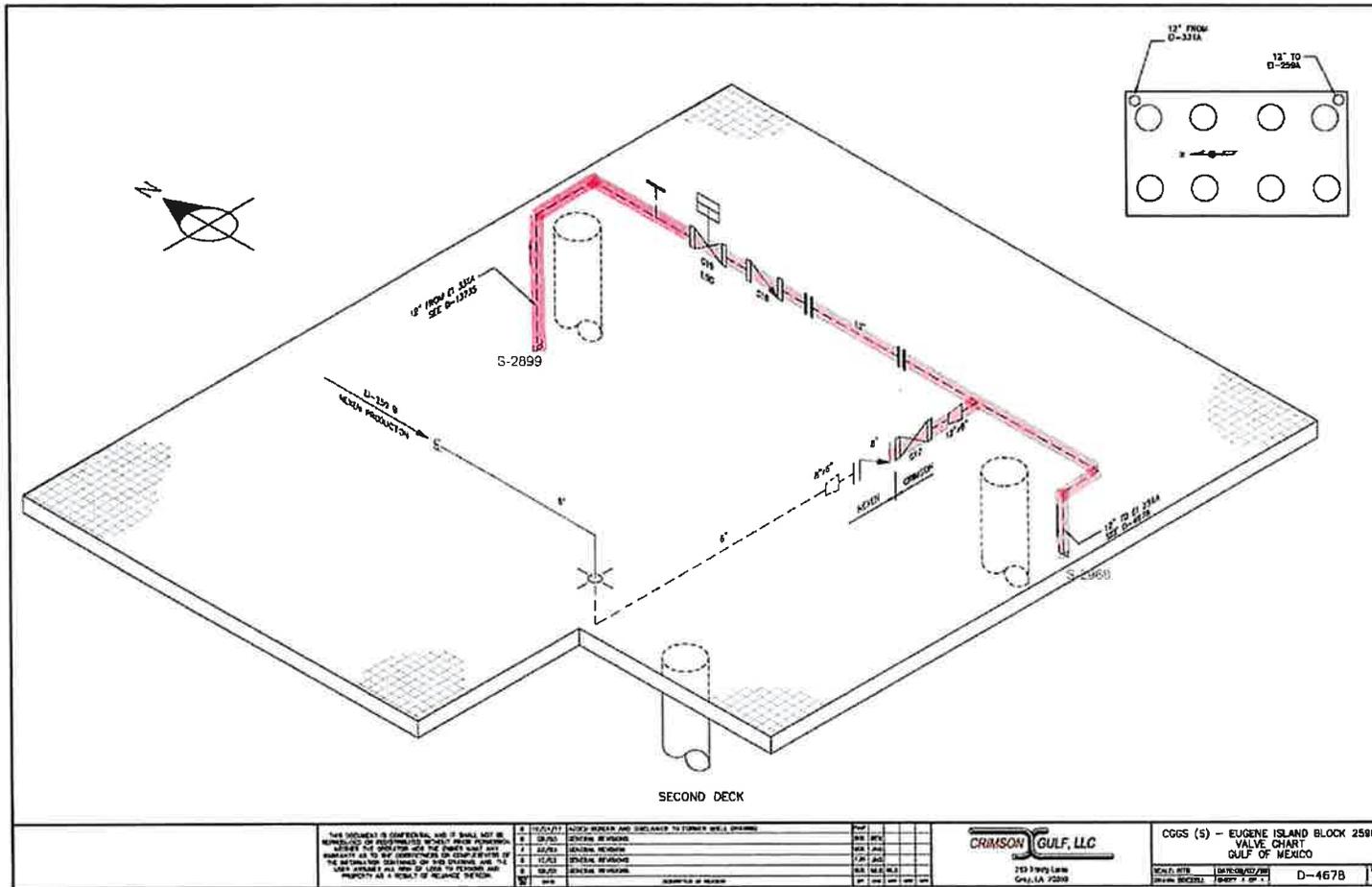


EXHIBIT "E"

Attached to and made a part of that certain
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SD-43044

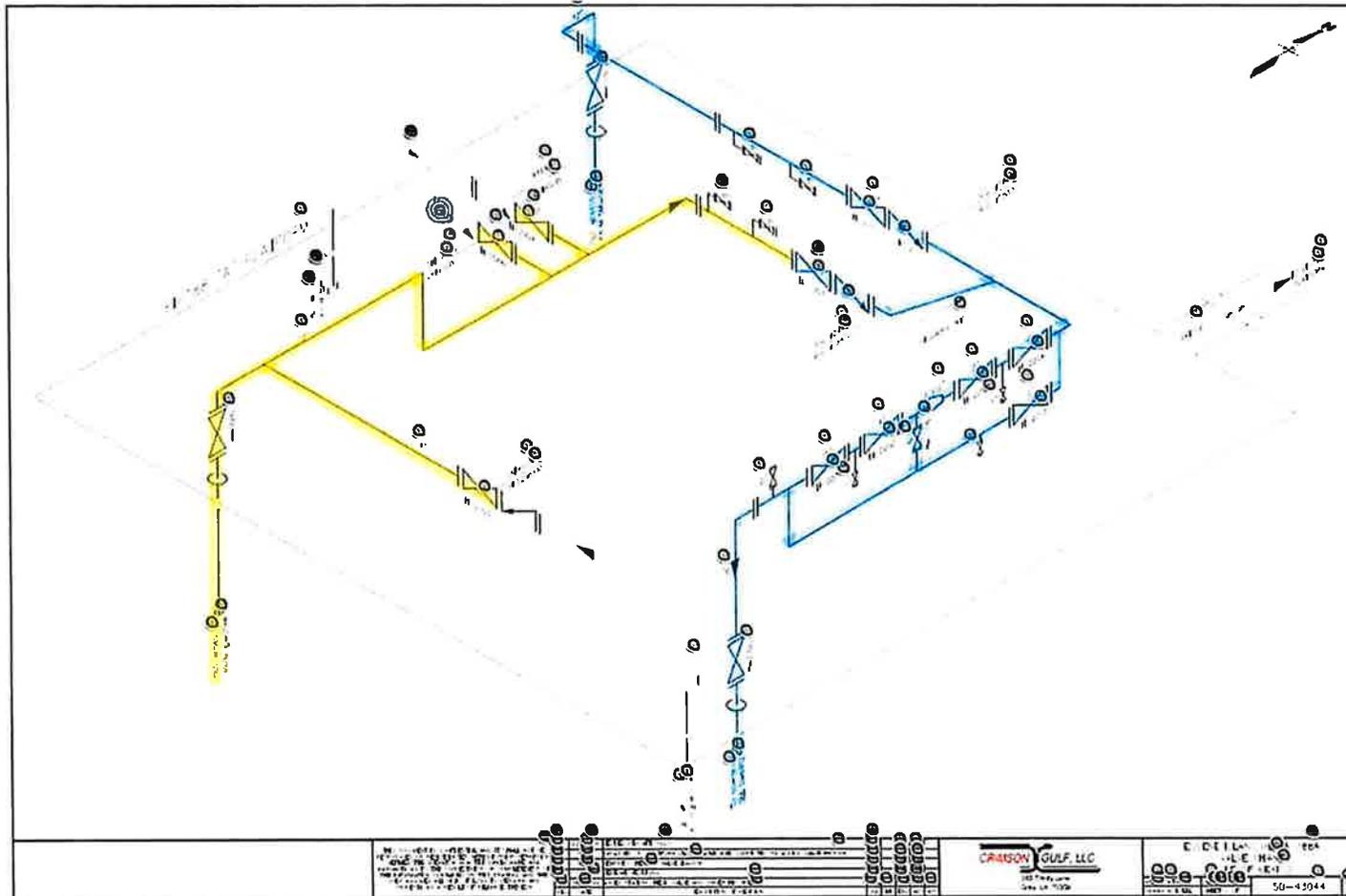


EXHIBIT "F"

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D-4667

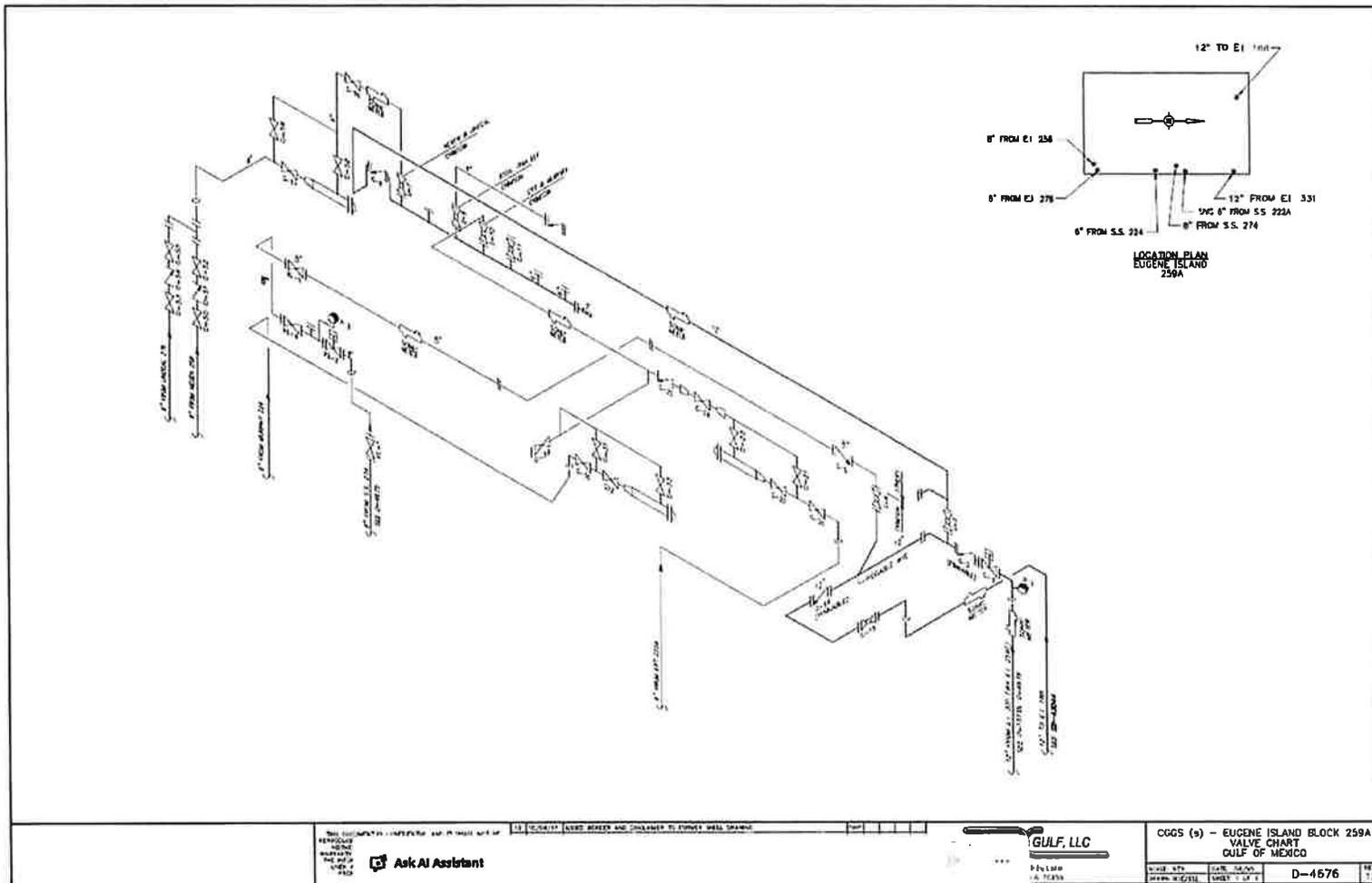


EXHIBIT "G"

Attached to and made a part of that certain
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executed by and between Crescent Midstream, LLC and Rosefield Pipeline Company, LLC

Area of Mutual Interest (AMI)

TABLE 1: Leases Under Dedication to Crescent

Counterparty	Lease	Block	Effective	Term	Expiration	Lease Status
Arena	OCS-G 10638	EC328B	1/25/2019	Life of lease		Active
Arena	OCS-G 02914	VR341	1/25/2019	Life of lease		Active
Arena	OCS-G 33608	VR342A	1/25/2019	Life of lease		Active
Byron	OCS-G 01194	SM58	11/26/2019	10 years	11/26/2029	Active
Byron	OCS-G 01913	SM69E2	11/26/2019	10 years	11/26/2029	Active
Byron	OCS-G 36202	SM70	11/26/2019	10 years	11/26/2029	Active
Byron	OCS-G 34266	SM71	11/26/2019	10 years	11/26/2029	Active
NRW*	OCS-G 04109	SM99	3/27/2020	10 years	3/27/2030	Active
GoMex	OCS-G 31349	VR282	9/30/2020	10 years	9/30/2030	Active
W&T	OCS-G 01187	SM27	7/29/2022	10 years	7/29/2032	Active
W&T	OCS-G 01189	SM29	7/29/2022	10 years	7/29/2032	Active
W&T	OCS-G 01134	VR191	7/29/2022	10 years	7/29/2032	Active
W&T	OCS-G 01194	SM58	7/29/2022	10 years	7/29/2032	Active
W&T	OCS-G 17935	SM68	7/29/2022	10 years	7/29/2032	Active
W&T	OCS-G 01201	SM69	7/29/2022	10 years	7/29/2032	Active
W&T	OCS-G 01204	SM72	7/29/2022	10 years	7/29/2032	Active
W&T	OCS-G 01205	SM73	7/29/2022	10 years	7/29/2032	Active
W&T	OCS-G 02061	EC321	6/1/2019	Life of lease		Active
W&T	OCS-G 02063	EC338	6/1/2019	Life of lease		Active
W&T	OCS-G 14385	EC349	6/1/2019	Life of lease		Active

* As successor in interest of Cox

Crescent Dedication Agreements:

1. Dedication and Transportation Services Agreement dated January 25, 2019, by and among East Cameron Gathering, LLC, Crimson Gulf, LLC, Arena Offshore, LP, Peregrine Oil & Gas II, LLC, and Tana Exploration Company, LLC.
2. Dedication and Transportation Services Agreement dated November 26, 2019, by and between Crimson Gulf, LLC and Byron Energy Inc.
3. Dedication and Transportation Services Agreement dated effective February 24, 2024, by and between Crescent Midstream, LLC and Natural Resources Worldwide LLC.

4. Dedication and Transportation Services Agreement dated November 30, 2018, by and between Crimson Gulf, LLC and W & T Energy VI, LLC.
5. Dedication and Transportation Services Agreement dated September 30, 2020, by and among Crimson Gulf, LLC and Gomex Energy Offshore, Ltd. And Calypso Exploration, LLC.6. Dedication and Transportation Services Agreement dated July 29, 2022, by and between Crescent Midstream, LLC and W&T Offshore, Inc.

TABLE 2: Active CGGS Facilities Leases Retained by Crescent, but not Dedicated via Agreement

EI 158
EI 175
SM 106
SM 130
SM 147
SM 149
VM 214
VM 215
VM 245
VM 252
WC 498

Note: For the avoidance of doubt, the receipt points listed in both Tables 1 and 2 include all wells that are tied back to the receipt point as a matter of clarification.

EXHIBIT "H"

Attached to and made a part of that certain
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GOM-G-002E

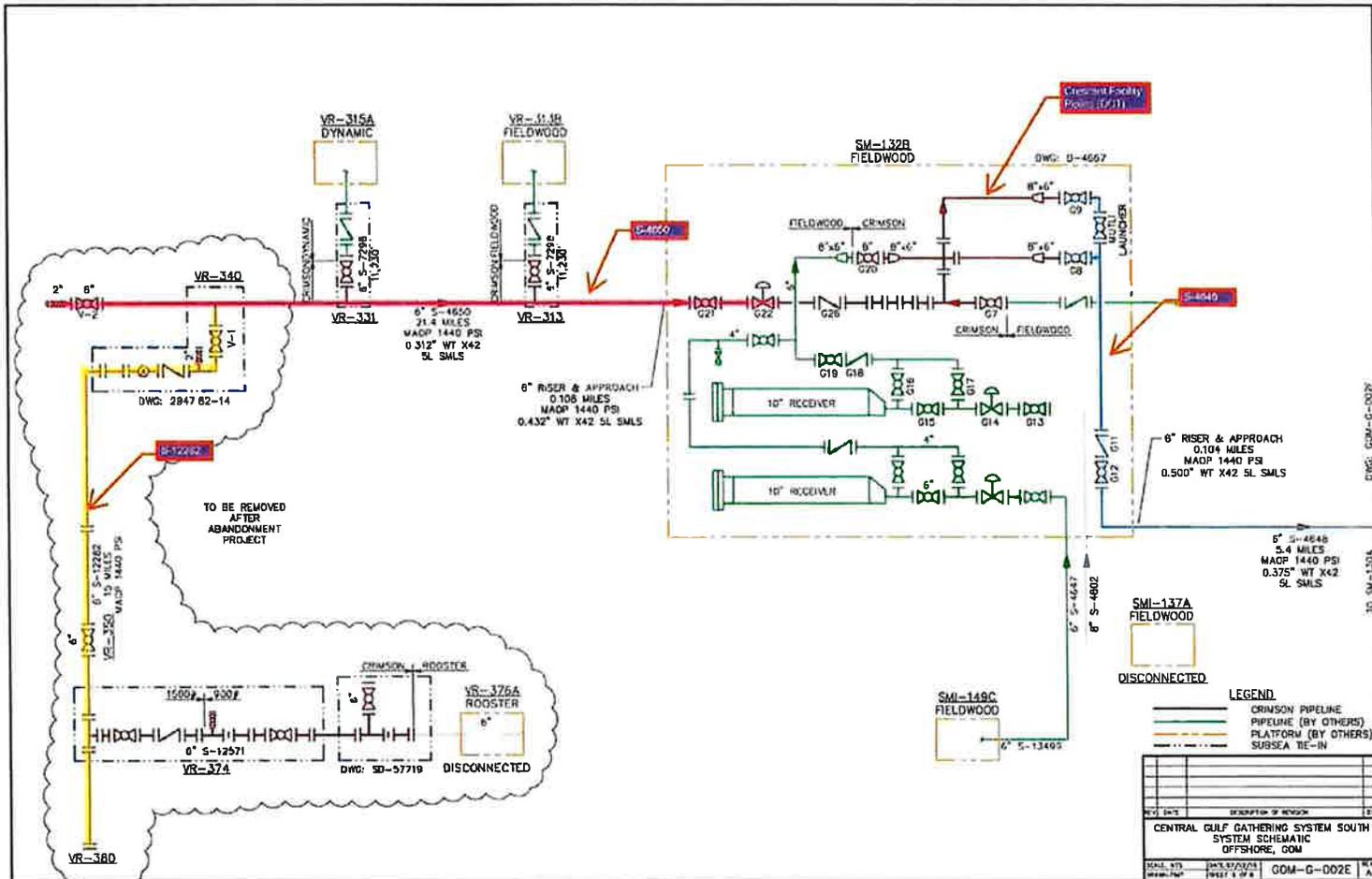


EXHIBIT "I"
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D-4667

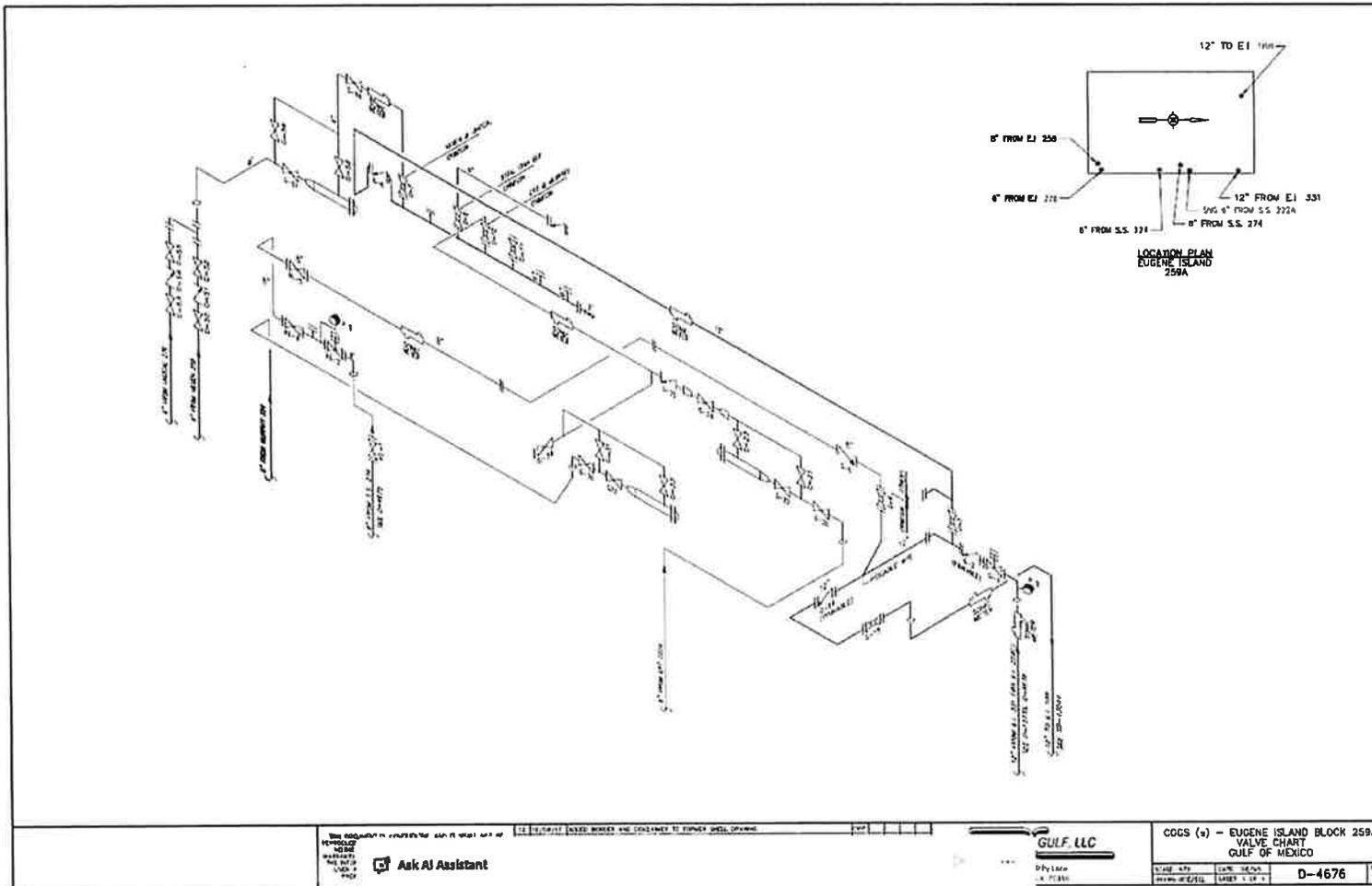


EXHIBIT "K"

Attached to and made a part of that certain
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Assigned Contracts

None.