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ADJUDICATION SECTION
MAR 23 2026



March 23, 2026

Sent by Email: boemadjudication@boem.gov

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

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

RE: Filing of Non-Required Document
Assignment, Bill of Sale, and Assumption Agreement

Ladies and Gentlemen:

Enclosed is one (1) copy of an Assignment, Bill of Sale, and Assumption Agreement between Kinetica Partners, LLC (3203) and Rosefield Pipeline Company, LLC (3542), covering several Pipeline Right of Ways (ROWs) located in the Eugene Island Area.

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

Title of Document: Assignment, Bill of Sale, and Assumption Agreement

ROWs Affected: OCS-G 03453, OCS-G 21510, OCS-G 29819

Parties: Kinetica Partners, LLC as Assignor and
Rosefield Pipeline Company, LLC as Assignee

Category: 98 – Pipeline Filing Document

Filing Fees: Pay.gov receipt in the amount of \$114.00

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, BILL OF SALE, AND
ASSUMPTION AGREEMENT**

Kinetica Partners, LLC, a Texas limited liability company, ("**Kinetica**" or "**Assignor**"), effective as of 5:00 P.M. (Houston, Texas time) on October 8, 2025 (the "**Effective Date**") does hereby grant, sell, convey, assign, transfer, deliver, and set over to **Rosefield Pipeline Company, LLC**, a Delaware limited liability company, ("**Assignee**"), for value received, the receipt and sufficiency of which is hereby acknowledged, all of Assignor's right, title and interest in the Transferred Assets (collectively, the "**Assignment**"), which "**Transferred Assets**" consist of the following:

- a) **PSN 21565**. An approximately thirty (30) and four (4) tenths (30.4) mile 30" gas pipeline identified as PSN 21565, and a Bureau of Safety and Environmental Enforcement ("**BSEE**") issued Right-Of-Way ("**ROW**") OCS-G29819, extending from a flange tie-in located in Eugene Island Area Block 296 to a CG-A flange connection located at Eugene Island Area Block 188. PSN 21565 and ROW OCS-G29819, are "**21565 Pipeline and ROW**". Rosefield will own Eugene Island Area Block 188 on-structure piping including 30" riser, 30" boarding valve, associated pipeline receiver and 24" SDV 14A. Points of ownership demarcation will be downstream flange of ESD 14A, downstream weld of SDV 21A, downstream flange/weld 2", 4", and 10" manual valves on blowdown and drain system highlighted on Drawing EI-188A-1600, attached as Exhibit A and instrumentation associated with pipeline receiver, as highlighted on Drawing EI-188A-1600;
- b) **PSN 4793**. An approximately eight (8) and three (3) tenths (8.3) mile 16" gas pipeline identified as PSN 4793, and its associated Right-Of-Way, ROW OCS G-03453, extending from Platform "A" located in Eugene Island Area Block 327 to a flange tie-in located in Eugene Island Area Block 296. Collectively, PSN 4793 and ROW OCS-G 03453, are "**4793 Pipeline and ROW**";
- c) **PSN 12506**. An approximately eleven (11) and two (2) tenths (11.2) mile 16" gas pipeline identified as PSN 12506, and its associated Right-Of-Way, ROW OCS G-21510, extending from Platform "A" located in Eugene Island Area Block 346 to Platform "A" located at Eugene Island Area Block 327. Collectively, PSN 12506 and ROW OCS-G 21510, are "**12506 Pipeline and ROW**";
- d) **Certain EI 346 Measurement Facilities**. The gas measurement facilities, electronic measurement system (EMS), pig launcher, corrosion inhibitor injection skid (if installed), and all interconnecting deck piping and other related facilities extending from GOM Shelf LLC's facilities on EI 346 A

Platform to the point of interconnection with the PSN 12506 riser (“*Measurement Facilities*”);

- e) **Linefill.** All linefill, including all hydrocarbons included therein, owned by Assignor and contained within the Transferred Assets listed in (a) – (c), above, and within all associated equipment and facilities related to the Transferred Assets listed in (a) – (c) on the Effective Date (*Linefill*”);
- f) **Permits.** All permits, authorizations, consents and other rights solely associated with the Transferred Assets listed in (a) – (d), above (“*Permits*”);
- g) **Assigned Contracts.** All contracts and agreements relating to the Transferred Assets listed in (a) – (f) above that are listed on Exhibit B hereto (“*Assigned Contracts*”); and
- h) **Records.** All land, ROW and other records in Assignor’s possession that relate to the Transferred Assets listed in (a) – (g), above (“*Records*”).

Excluded Assets. The Transferred Assets do not, and shall not, include any wells or platforms, and the Transferred Assets do not, and shall not, include any pipeline segments or ROWs that are not specifically identified as a Transferred Asset in (a) – (c) above. For purposes of clarity, the Transferred Assets do not, and shall not, include the Eugene Island Area Block 296 Platform “B” (Platform ID 20739), the Eugene Island Area Block 327 Platform “A” (Platform ID 21962), or any wells associated with Platform ID 20739 or Platform ID 21962. Such platforms, wells, and any other unspecified pipelines and facilities, and any and all contracts and agreements relating to the EIGS Assets that are not Assigned Contracts, are, collectively, “*Excluded Assets*.”

TO HAVE AND TO HOLD the Transferred Assets 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, as each term is defined below.
 - a. The Abandonment Obligations are any and all obligations, responsibilities, liabilities, compliance costs and expenses, whether arising before or after the Effective Date, relating to abandonment, decommissioning, removal, salvage, or disposing of the 21565 Pipeline and ROW, the 4793 Pipeline and ROW, and the 12506 Pipeline and ROW, and shall include undertaking to complete all work related thereto, including, without limitation, restoring, reconditioning, moving and/or burying of all or part of PSN 21565, PSN 4793 and PSN 12506, and with full compliance to the extent required by the terms of any easement or right-of-way agreement or any applicable laws or regulations of the BSEE, Bureau of Ocean Energy Management (“*BOEM*”), or any successor agency (collectively, “*Abandonment Obligations*”).

b. The Assumed Liabilities, all of which are subject to Assignor's representation and warranty in Paragraph 4 of the Purchase and Sale Agreement between Rosefield and Kinetica dated September 29, 2025 ("*Rosefield/Kinetica PSA*"), are all obligations, responsibilities, liabilities, compliance costs and expenses, other than the Abandonment Obligations, caused by, arising out of, or incurred in connection with the ownership or operation of the Transferred Assets (collectively, "*Assumed Liabilities*"). The Assumed Liabilities shall include, but not be limited to:

- (i) **Permits and Regulatory Obligations.** All liabilities with respect to the Permits that arise after the Effective Date;
- (ii) **Legal Proceedings.** All liabilities with respect to all actions, grievances, arbitrations, suits, liabilities, obligations, proceedings and investigations of, relating to, or arising out of the ownership or operations of the Transferred Assets, including those asserted under, relating to, arising out of, or incurred in connection with applicable laws and regulations; which legal proceedings and the facts and circumstances related thereto;
- (iii) **Environmental Obligations.** All obligations, responsibilities, liabilities, costs, and expenses caused by arising from, or incurred in connection with the ownership or operation of the Transferred Assets, relating to or otherwise required or incurred to achieve or maintain compliance with health, safety, and environmental laws or regulations, as the same are in effect from time to time, including (a) any and all obligations, responsibilities, liabilities, costs, and expenses caused by, arising from, or incurred in connection with the existence of asbestos, NORM, lead-based paint or releases of hydrocarbons or other hazardous substances from, on or within the Transferred Assets, which obligations and liabilities arise after the Effective Date, and (b) any and all obligations, responsibilities, liabilities, compliance costs, and expenses relating to governmental requirements including mandated fines, penalties, incidents of non-compliance ("*INCs*"), and remedial actions in connection with the Transferred Assets ("*Environmental Obligations*"); and
- (iv) **Assigned Contracts.** Any and all obligations, responsibilities, and liabilities under the Assigned Contracts.

2. **Reserved**

3. **Limited Warranty of Title and Disclaimer of All Other Warranties.** EXCEPT FOR THE WARRANTY PROVIDED IN PARAGRAPH 4 OF THE ROSEFIELD/KINETICA PSA, THE ASSIGNMENT OF THE TRANSFERRED ASSETS 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 ASSIGNOR SHALL (A) REPRESENT, WARRANT, AND COVENANT WITH ASSIGNEE THAT THE TRANSFERRED ASSETS ARE

FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND ADVERSE CLAIMS TO TITLE CREATED BY, THROUGH, OR UNDER ASSIGNOR, OTHER THAN PERMITTED ENCUMBRANCES AS DEFINED BELOW, (B) WARRANT AND AGREE TO DEFEND THE TITLE TO THE TRANSFERRED ASSETS AGAINST THE LAWFUL CLAIMS OF ALL PERSONS CLAIMING OR TO CLAIM THE SAME BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE, AND (C) REPRESENT, WARRANT AND COVENANT THAT ASSIGNOR HAS THE RIGHT TO TRANSFER AND CONVEY THE TRANSFERRED ASSETS TO ASSIGNEE 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 and/or Iberia Parish, Louisiana, as of the Effective Date, and (ii) any inconsequential liens, imperfections in title, charges, easements, restrictions, encumbrances or other matters, which individually or in the aggregate do not materially or adversely affect the Transferred Assets with respect to their value to or intended use by Assignee.

4. **Indemnification by Assignee.** ASSIGNEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD ASSIGNOR AND ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "ASSIGNOR INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, FINES, PENALTIES, DAMAGES, EXPENSES, CAUSES OF ACTION, ATTORNEY'S FEES, COURT COSTS AND EXPENSES THEREOF (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) (COLLECTIVELY, "DAMAGES") OF ANY NATURE ARISING DIRECTLY OR INDIRECTLY FROM OR RELATING IN ANY MANNER WHATSOEVER TO (I) THE ABANDONMENT OBLIGATIONS, (II) THE ASSUMED LIABILITIES, AND/OR (III) ANY BREACH OR NONFULFILLMENT OF ANY COVENANT, AGREEMENT, OR OTHER OBLIGATION OF ASSIGNEE UNDER THIS ASSIGNMENT.

5. **Indemnification by Kinetica.** ASSIGNOR SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD ASSIGNEE AND ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "ASSIGNEE INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES OF ANY NATURE ARISING DIRECTLY OR INDIRECTLY FROM OR RELATING IN ANY MANNER WHATSOEVER TO ANY BREACH OR NONFULFILLMENT OF ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, OR OTHER OBLIGATION OF ASSIGNOR UNDER THIS ASSIGNMENT OR THE ROSEFIELD/KINETICA PSA AND SPECIFICALLY INCLUDING ANY BREACH OF THE REPRESENTATIONS AND WARRANTIES

PROVIDED IN PARAGRAPHS 4 AND 19 OF THE ROSEFIELD/KINETICA PSA.

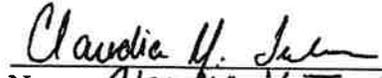
6. **Kinetica Representation.** Kinetica represents to Rosefield (a) that the execution, delivery, and performance of this Assignment is duly and validly authorized by all requisite corporate and limited liability company action on the part of Kinetica and constitutes the legal, valid and binding obligation of Kinetica, and (b) that, at the time of the execution of this Assignment, (i) there is no suit, action, arbitration proceeding, or legal, administrative, or other proceeding pending or threatened against Kinetica in respect to its interest in any of the Transferred Assets, and (ii) the Transferred Assets are not subject to any liens or mortgages, except the Permitted Encumbrances.
7. **Rosefield Representation.** Rosefield represents to Kinetica that the execution, delivery, and performance of this Assignment is duly and validly authorized by all requisite corporate and limited liability company action on the part of Rosefield and constitutes the legal, valid, and binding obligation of Rosefield.
8. **Choice of Law.** To the extent that the law of another jurisdiction is not otherwise required to be applied by order or other directive of any government or judicial authority having jurisdiction thereof, this Assignment shall be deemed to be an instrument under, and 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 will be deemed to control and this Assignment will be regarded as modified accordingly, but only to the extent of the inconsistency, and as so modified, shall continue in full force and effect.
9. **Arbitration.** WITH RESPECT TO ANY DISPUTE UNDER THIS ASSIGNMENT, ASSIGNOR AND ASSIGNEE AGREE TO SUBMIT TO ARBITRATION IN HOUSTON OR THE WOODLANDS, TEXAS PURSUANT TO THE INSTITUTE FOR CONFLICT PREVENTION AND RESOLUTION (“CPR”) RULES FOR NON-ADMINISTERED ARBITRATION, AND AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
10. **DAMAGES.** NOTWITHSTANDING ANYTHING HEREIN PROVIDED TO THE CONTRARY, ASSIGNOR AND ASSIGNEE DO HEREBY COVENANT AND AGREE THAT THE RECOVERY BY EITHER PARTY OF ANY DAMAGES SUFFERED OR INCURRED BY IT AS A RESULT OF ANY BREACH BY THE OTHER PARTY OF ANY OF ITS COVENANTS, AGREEMENTS, REPRESENTATIONS, GUARANTIES, WARRANTIES, DISCLAIMERS, WAIVERS OR CONTINUING OBLIGATIONS UNDER THIS ASSIGNMENT, 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.

11. **Independent Representation.** Each Party has had the benefit of independent representation with respect to 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.
12. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto.
13. **Counterparts.** This Agreement 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.

[Signature pages follow]

WITNESSES:


Name: Lauren Thompson


Name: Claudia V. Tudon

ASSIGNOR:

KINETICA PARTNERS LLC

By: 
Name: Blake Arnold
Title: Vice President Commercial + BD

BP
01/29/2026

THE STATE OF TEXAS

COUNTY OF HARRIS

On this 27 day of January, 2026, before me appeared Blake Arnold to me personally known, who, being by me duly sworn did say that he/she is VP Commercial + BD for Kinetica Partners LLC, a Texas 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 appeared acknowledged said instrument to be free act and deed of said corporation.



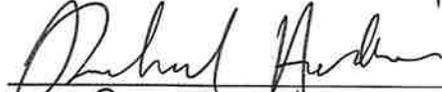
Notary Public for the State of Texas

My Commission Expires: 27 Dec 2026



WITNESSES:


Name: DENNIS CAREY


Name: RACHAEL ANDERSEN

ASSIGNEE:

ROSEFIELD PIPELINE COMPANY, LLC

By: 
Name: CHRIS CAPSIMALLS
Title: CEO

SDB

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

On this 29 day of January, 2026, before me appeared Chris Capsimalis, to me personally known, who, being by me duly sworn did say that he/she is CEO 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.

Amanda Haas
Notary Public for the State of Texas

My Commission Expires: 05-14-2026

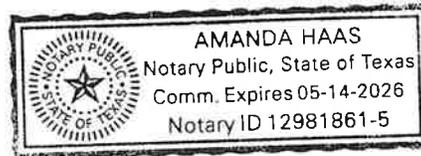


EXHIBIT "A"

**Attached to and made a part of the
Assignment, Bill of Sale, and Assumption Agreement
between Kinetica Partners, LLC and Rosefield Pipeline Company, LLC**

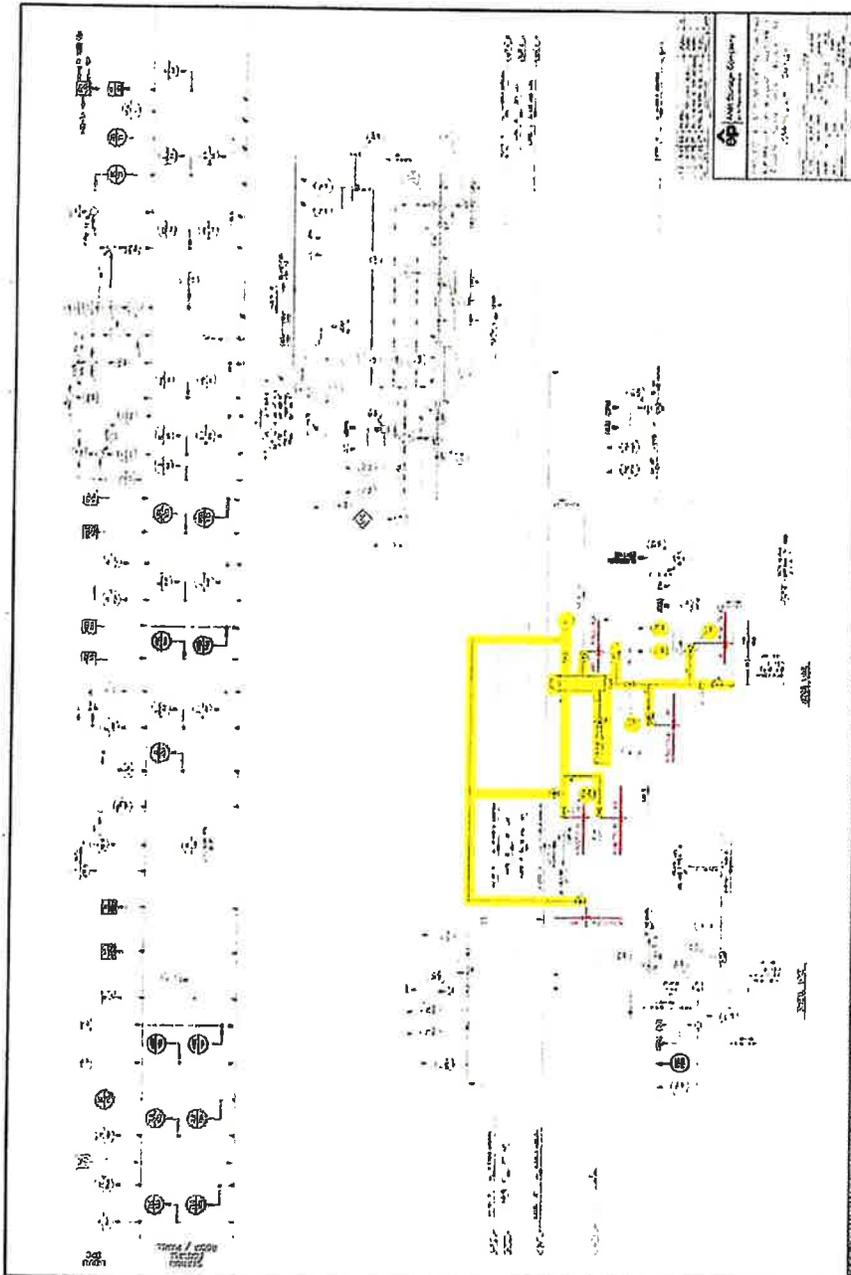


EXHIBIT "B"
Attached to and made a part of the
Assignment, Bill of Sale, and Assumption Agreement
between Kinetica Partners, LLC and Rosefield Pipeline Company, LLC

ASSIGNED CONTRACTS

- 1) Metering and Facilities Agreement, dated October 28, 2013, by and between TC Offshore LLC and Chevron U.S.A. Inc., for Meter No. 310014

- 2) Eugene Island Block 346 Offshore Platform Space Lease Agreement, dated effective March 27, 2000, by and between Anadarko Petroleum Corporation and ANR Pipeline Company

- 3) Letter Agreement for the Restoration of Production EI 346, dated effective November 3, 2022, by and between GOM Shelf LLC and Kinetica Partners, LLC

- 4) Gas Gathering Agreement dated effective April 1, 20220, by and between Fieldwood Energy, LLC, and Kinetica Midstream Energy, LLC

- 5) Reimbursement Agreement-dated effective June 28, 2024, between Kinetica Midstream Energy, LLC, and GOM Shelf LLC

[End of Document]