

Exhibit A

STATE OF CALIFORNIA STATE LANDS COMMISSION

LEASE TERMINATION AGREEMENT

LEASE NO. PRC 1824.1

WHEREAS, the State of California, acting by and through the State Lands Commission, as lessor (the "State"), and Chevron U.S.A. Inc., a Pennsylvania corporation, and Exxon Mobil Corporation, a New Jersey corporation, as lessees (collectively "Lessee"), are parties to that certain Oil and Gas Lease dated January 10, 1957, designated lease PRC 1824.1 (the "Lease"), covering certain tide and submerged lands situated in the County of Santa Barbara, State of California, as more particularly described in Exhibit A attached hereto (the "Leased Land"); and

WHEREAS, the Leased Land was used for specific purposes, namely, oil and gas production operations, for which certain offshore platforms referred to as Hazel and Hilda were erected thereon; and

WHEREAS, said Lease may be terminated upon the mutual consent of the parties; and

WHEREAS, pursuant to paragraph 14 of said Lease, the State may request that Lessee remove all structures and fixtures that have been put on the Leased Land by the Lessee at the expiration or sooner termination of the Lease, at the sole expense of the Lessee; and

WHEREAS, in 1994, the State adopted a Mitigated Negative Declaration (MND) and approved Lessee's 4H Platform Removal Project, which included removal of Platforms Hazel and Hilda on lease PRC 1824.1; and

WHEREAS, in 1996, Platforms Hazel and Hilda were removed by Lessee, but certain mounds comprised of discharged drill fluids and cuttings, naturally-deposited sediments, and shells and organic debris that had fallen from the platforms and accumulated at their bases remained in place, together with, at the Hazel platform site, the four concrete-filled steel caissons which formerly anchored the platform (collectively referred

to as the "Hazel and Hilda Shell Mounds", and in reference to one or both shell mounds, the "Hazel and/or Hilda Shell Mounds"); and

WHEREAS, when it approved the 4H Platform Removal Project, the State did not specify removal of the Hazel and Hilda Shell Mounds. The adopted MND for the Platform Removal Project stated: "[C]uttings mounds accumulated at the base of the platforms will likely remain largely intact.... Overall bottom topography near the former platform areas will remain as low-lying mounds."; and

WHEREAS, a stipulation of the State's approval of the 4H Platform Removal Project was that Lessee submit a trawl plan, perform test trawls over the debris clearance area at each platform location, and notify the State upon the successful conclusion of the trawls; and

WHEREAS, following unsuccessful trawl tests, in 2013 and 2014, Lessee executed Trawler Compensation Agreements (the "Trawler Agreements) with and made payments to commercial trawl fishermen for the purpose of purchasing, or reimbursement for prior purchase of, upgraded navigational equipment enabling them to avoid an unreasonable risk of snagging trawl nets on the shell mounds; and

WHEREAS, Lessee and State now desire to confirm the final disposition of the Hazel and Hilda Shell Mounds, as detailed in the MND, and of the shell mounds located on that certain Oil and Gas Lease designated lease PRC 7911.1 (the "Heidi and Hope Shell Mounds" and, collectively with the Hazel and Hilda Shell Mounds, the "4H Shell Mounds"); and

WHEREAS, based upon the Review of Lease Obligations and Assessment of Impacts to Public Trust Resources and Values associated with State Oil and Gas Leases PRC 1824 and PRC 3150 Terminations and 4H Shell Mounds Disposition, a draft of which was completed by the State in coordination with Dudek in October 2022, peer reviewed by the Ocean Science Trust in January 2023, and a final version released for public review in March 2025 (the "Report"), the State and Lessee have negotiated safeguards to monitor the 4H Shell Mounds; and

WHEREAS, the State and Lessee agree to the termination of the Lease and abandonment in place of the Hazel and Hilda Shell Mounds as described in the MND; and

WHEREAS, in consideration of the State's agreement that the Trawler Agreements meet the final conditions of the decommissioning described in the MND, Lessee now wishes to enter into this Agreement, and Chevron U.S.A. Inc. and Atlantic Richfield Company wish to enter into that certain Lease Termination Agreement dated _____ regarding the Heidi and Hope Shell Mounds.

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessee agrees to, and State agrees to accept, the release, surrender and quitclaim unto the State of any and all right, title or interest arising by virtue of said Lease PRC 1824.1 effective _____, 20__ (the "Effective Date") and the Lease shall terminate as of the Effective Date.
2. The Hazel and Hilda Shell Mounds presently occupying the Leased Land shall be abandoned in place, consistent with the MND, and, except as provided herein, no removal, remediation, restoration, or any other response or obligations with respect to the Leased Land will be required.
3. Lessee agrees that for 30 years from the Effective Date, Lessee shall provide seismic monitoring and response as follows:

Within one week of a strong earthquake event (as defined below), Lessee shall submit a presurvey notification pursuant to State's Offshore Geophysical Permit Program, commence within five business days following the notice period, and diligently complete high-resolution bathymetric surveys supplemented by a high-definition camera survey of the Hazel and Hilda Shell Mounds to ascertain the extent of damage (if any) to the Hazel and/or Hilda Shell Mounds. In the event that it is infeasible to complete bathymetric surveys during this time period due to limited resource availability or other circumstances following a strong earthquake event, Lessee shall notify the State and shall complete surveys as soon as feasible.

A "strong earthquake event" is defined as an earthquake event with the following parameters, measured from any portion of the

Hazel and Hilda Shell Mounds to the hypocenter of the earthquake event: (a) an event of magnitude 6-6.5 within 10 kilometer (km) of any portion of either of the Hazel and Hilda Shell Mounds; (b) an event of magnitude 6.6 to 7.0 within 25 km of any portion of either of the Hazel and Hilda Shell Mounds; (c) an event of magnitude greater than 7.0 within 40 km of any portion of the Hazel and Hilda Shell Mounds. Preliminary findings of surveys shall be presented promptly to the State Lands Commission, and, upon request, to other regulatory agencies.

In the event the bathymetric surveys demonstrate a potential loss of integrity of the shell hash layer due to shifting or movement of the Hazel and/or Hilda Shell Mounds, or a change of 5 percent or more in the Hazel and/or Hilda Shell Mound profile (except for a change demonstrating accretion from sediment deposition), Lessee will perform a mussel bag study of contaminants present in the Hazel and/or Hilda Shell Mounds.

For purposes of the mussel bag studies, a “significant difference” means that analysis of variance (ANOVA) statistical tests of laboratory analytic results, utilizing the methodology of Tenera Environmental, “2023 Caged Mussel Bioassay Study: 4H Shell Mounds, Santa Barbara Channel”, indicate a pattern of increased contaminants emanating from the Hazel and/or Hilda Shell Mounds in the tissues of mussels recovered from the Hazel and/or Hilda Shell Mounds when compared to mussels from reference sites located far enough away from the Hazel and Hilda Shell Mounds to remain unaffected by any contaminants potentially leaching from the Hazel and/or Hilda Shell Mounds.

In the event that the mussel bag study demonstrates that shifting or movement of the Hazel and/or Hilda Shell Mounds has resulted in a significant difference between levels of those contaminants in mussels deployed at the Hazel and/or Hilda Shell Mounds and in mussels deployed at reference sites, indicating that a release of hydrocarbons or other contaminants contained within one or both of the Hazel and Hilda Shell Mounds (a “Release”) has occurred, Chevron shall develop a 4H Shell Mound Contaminant Release Containment and Cleanup Plan (SMCRCP) no later than 60 days after completing the

mussel bag study. The purpose of the SMCRCP will be to contain and prevent release of drilling fluids, cutting, or materials and sediment containing contaminants from the Hazel and/or Hilda Shell Mounds, including but not limited to hydrocarbons, metals, or Polychlorinated Biphenyls (PCB) that exist within the Hazel and Hilda Shell Mounds, as confirmed by a subsequent mussel bag study demonstrating no significant difference between contaminant levels in mussels deployed at the Hazel and/or Hilda Shell Mounds and reference sites. The SMCRCP shall include the following:

- a. Cleanup procedures for breaches and contaminant release scenarios.
- b. The types of equipment required, staffing needs, and mobilization times.
- c. Estimated duration of a cleanup event.
- d. Management criteria and actions for fisheries and recreational uses during a spill.
- e. Reporting requirements and coordination with local and emergency agencies.
- f. Potential mound repair procedures, equipment, and personnel.
- g. Ongoing monitoring for efficacy.
- h. The range of estimated direct and indirect costs of such events.

As provided in the SMCRCP, following detection of a Release resulting from shifting or movement of the Hazel and/or Hilda Shell Mounds following a seismic event during the 30-year monitoring period, as described above, Lessee shall be obligated to address and halt any contaminant release, as confirmed by a subsequent mussel bag study demonstrating no significant difference between contaminant levels in mussels deployed at the Hazel and/or Hilda Shell Mounds and reference sites. Lessee shall not be obligated to remove the Hazel and/or Hilda Shell Mounds in response to any seismic event.

4. Within one year of the Effective Date of this Agreement, Lessee shall conduct detailed Remotely Operated Vehicle (ROV) and/or diver surveys of the Hazel and Hilda Shell Mounds and a 200-foot (61-meter) buffer area around each mound, identifying remnant debris from 4H platform operations and subsequent Lessee activities (e.g., the anchor chains left after removing the marker buoys previously installed on the Leased Land). Debris identified during those surveys will be evaluated for feasibility of removal, and removed by Lessee using typical methods as feasible (e.g., lift bags) following a removal plan approved in advance by State. If removal of any debris items potentially could disturb the integrity of the Hazel and/or Hilda Shell Mound structure, those items shall remain in place, and debris removal methods that could disturb the integrity of the Hazel and/or Hilda Shell Mound structure shall not be used.
5. The State shall not be liable and Lessee shall indemnify, hold harmless and, at the option of the State, defend the State, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind arising from a Release or from the Lessee being allowed to abandon the Hazel and Hilda Shell Mounds in place, provided that the claim is made within 30 years from the date hereof. This provision shall not be deemed to be a waiver of any sovereign immunity or notice of claim of defense that may be available to the State in any causes of action. Notwithstanding anything to the contrary contained herein, in no event shall the foregoing indemnification obligation cover any liability, claims, damages or injuries of any kind to the extent caused or contributed to by the acts or omissions of any third party including, without limitation, trawlers or any employees, agents, contractors, licensees or invitees of the State.
6. Except as otherwise provided in this agreement, and notwithstanding any provision of the Lease, upon the Effective Date, Lessee, its past and present agents, officers and employees, and its successors and assigns, shall be released and forever discharged from any and all claims, liens, demands, causes of action, obligations, damages and liabilities, known or

unknown, arising directly or indirectly out of, or in any way connected with or based upon, or related in any way to the Leased Land, including, without limitation, any obligation to remove, repair or (except to the extent expressly provided in Section 3 above) remediate the Hazel and Hilda Shell Mounds and any claim for damages, reimbursement or compensation arising out of the presence or abandonment in place of the Hazel and Hilda Shell Mounds. In connection with the release contained in this paragraph, the State hereby specifically waives any and all rights and benefits that may be conferred upon it by virtue of the provisions of Section 1542 of the Civil Code of the State of California (or any other statute or common law principle of similar effect), which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

7. The Lessee acknowledges that this agreement is limited in scope to the express terms of this Agreement and does not alter any obligations arising in statute from the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act, any obligations of the California Coastal Commission (including CDP E-94-006), any lawful orders of the California Department of Conservation, or other applicable sources of state or federal law.
8. The terms of this agreement shall extend to and be binding upon and inure to the heirs, executors, administrators, successors and assigns of the respective parties hereto.
9. All notices pertaining to this Agreement shall be sent as follows:

- a) Jean Thibodeaux

 Chevron Americas Exploration and Production Company
 1400 Smith Street
 Houston, TX 77002

With a copy to:

 Legal Department
 Chevron Americas Exploration and Production Company

1400 Smith Street
Houston, TX 77002

- b) Scott Jacoby
ExxonMobil Upstream Company
P.O. Box 4610
Houston, TX 77210-4610
- c) State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825

Or such other addresses as may be designated by Lessee or the State from time to time.

- 10. This Agreement will become binding on the State only when duly executed on behalf of the State Lands Commission of the State of California.
- 11. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinafter affixed.

CHEVRON U.S.A. INC.,

By:

Title:

EXXON MOBIL CORPORATION

By:

Title:

STATE OF CALIFORNIA

STATE LANDS COMMISSION

By:

Title: Chief, Division of Land Management

Date:

Execution of this Agreement was authorized by the State Lands Commission at its meeting on _____.

EXHIBIT A

Legal Description of Leased Land

That certain tract of tide and submerged land, situate in the County of Santa Barbara, State of California, described as follows:

[To be added]