Mike Spence, Caddo Clerk of Court

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ASSIGNMENT AND BILL OF SALE

STATE OF LOUISIANA

8 8

PARISH OF CADDO

This ASSIGNMENT AND BILL OF SALE (this "Assignment"), executed as of the dates set forth in the acknowledgements below, but effective as of March 1, 2022 at 12:01 a.m., central time ("Effective Time"), is from BP AMERICA PRODUCTION COMPANY, a Delaware corporation, with an office at 1700 Platte Street, Denver, Colorado, 80202 ("Assignor") to BPX OPERATING COMPANY, a Delaware limited liability company, with an office at 1700 Platte Street, Denver, Colorado, 80202 ("Assignee"). The Assignor and Assignee are at times referred to herein individually as a "Party" and collectively as the "Parties". Capitalized terms used herein but not otherwise defined shall have the meanings given such terms on Exhibit "C", and capitalized terms used herein or on Exhibit "C", but not defined herein or therein, shall have the meanings given such terms in the Contribution Agreement by and between Assignor, Assignee, BPX Energy, Inc., a Delaware corporation ("BPX Energy"), and BPX Production Company, a Delaware corporation ("BPX Production") dated as of May 1, 2022 but effective as of the Effective Time (the "Contribution Agreement").

FOR Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS, ASSIGNS, SETS OVER and DELIVERS to Assignee all of Assignor's right, title and interest in and to the following (but reserving unto the Assignor and excluding from the Assets any and all Excluded Assets) (collectively, the "Assets"):

- (a) all of the oil and gas leases located in Caddo Parish, Louisiana including those described in Exhibit A-1, subject in each case to receipt of any Required Consents, together with any and all other right, title and interest of the Assignor in and to the leasehold estates created thereby including, working interests, back-in working interest, net revenue interests, record title, operating rights, overriding royalty interests and net profits interests together with all top leases, amendments, renewals, extensions or ratifications thereof owned by the Assignor (such interest in such leases, the "Leases"),
- (b) all fee simple surface estates, all fee mineral interests, together with lessor royalties, non-participating royalties owned by Assignor located in Caddo Parish, Louisiana including those described in Exhibit A-2 (such interest in such fee simple surface estates, fee mineral interests, lessor royalties and non-participating royalties, the "Fee Minerals"), and any and all other rights and interests in the lands covered by the Leases and any lands pooled or unitized therewith (such lands, the "Lands");
- (c) all wells located on any of the Lands (such interest in such wells the "Wells"), and all Hydrocarbons in, on, under or produced from the Oil and Gas Properties (defined below) or allocated thereto from and after the Effective Time;
- (d) all rights and interests in, under or derived from all unitization and pooling agreements, declarations and orders in effect with respect to any of the Leases or Wells and the units created thereby (the "Units") (the Leases, the Fee Minerals, the Lands, the Wells, and the Units being collectively referred to hereinafter as the "Oil and Gas Properties");
- (e) all permits, licenses, servitudes, easements, rights-of-way, surface leases, other surface interests located in Caddo Parish, Louisiana and including those described on Exhibit B and, surface rights and all other rights to the extent appurtenant to or used or held for use in connection with the ownership, or operation, of the Oil and Gas Properties, the production, gathering, sale or disposal of Hydrocarbons or the production or disposal of water from the Oil and Gas Properties, including those described on Exhibit B (the "Easements"), subject in each case to receipt of any Required Consents, and all fee simple surface estates not described in (a) and (b) above to the extent appurtenant to or used or held for use in connection with the ownership, or operation, of the Oil and Gas Properties, the production, gathering, sale

or disposal of Hydrocarbons or the production or disposal of water from the Oil and Gas Properties;

- (f) any equipment, machinery, fixtures, improvements and other personal, movable and mixed property, whether operational or nonoperational, known or unknown, owned or leased, located on or used or held for use in connection with any of the Oil and Gas Properties, including well equipment, casing, tubing, pumps, motors, machinery, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, manifolds, and all pads, structures, buildings, materials, and other items used in the operation thereof, as of the Effective Time (all such items, along with those items in clause (h), collectively, the "Personal Property");
- (g) to the extent effective as of the Closing Date, all Contracts, subject in each case to receipt of any Required Consents, that are binding on the Oil and Gas Properties or that relate to the ownership or operation of the Oil and Gas Properties (but only to the extent applicable to the Oil and Gas Properties), including operating agreements, unitization, pooling and communitization agreements, declarations and orders, area of mutual interest agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements and other Contracts in which the Assignor acquired interests in any other Assets, transportation agreements, agreements for the sale and purchase of Hydrocarbons and processing agreements (excluding any Leases and Contracts that are Excluded Assets, the "Conveyed Contracts");
- (h) all files, records and data (including electronic data) or copies thereof in the possession of the Assignor to the extent related to the Assets, including: (i) lease files, land files, wells files, division order files, abstracts, title files, engineering and/or production files, non-interpretive maps, and accounting, legal and Tax records; (ii) AFEs, engineering records, non-interpretive reservoir information, daily drilling and completion plans and reports, and wellbore diagrams; (iii) marketing contracts; (iv) environmental files, reports and records; and (v) all geological or geophysical or other seismic or related technical data, information, or records relating to the Assets, to the extent transferable by Assignor without payment of additional consideration to a third party, together with all interpretations and analyses thereof (collectively, the "Records");
- (i) any SCADA, measurement technology and any other automation systems, including meters and related telemetry on Wells, power lines, telephone and communication lines, and other appurtenances used or held for use in connection with any of the other Assets described herein;
- (j) all Hydrocarbons in storage or existing at the Effective Time in stock tanks, pipelines and/or plants (including inventory) and produced from or attributable to the Oil and Gas Properties;
- (k) all rights, claims and causes of action (including warranty and similar claims, indemnity claims and defenses and insurance claims) of the Assignor against Third Parties, arising on or after the Effective Time, and to the extent relating to (1) a casualty, condemnation, loss or other damage to the Assets which has not been fully repaired or replaced with substantially similar assets, (ii) the obligations assumed by the Assignee pursuant to this Agreement or (iii) with respect to which the Assignee has an obligation to indemnify the Assignor, before the Effective Time;
- (l) all rights, benefits and obligations arising from or in connection with any gas imbalances on or after the Effective Time; and
- (m) all trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, other receivables and all audit rights to the extent arising under any of the Conveyed Contracts or otherwise with respect to the Assets for any period from and after the Effective Time.

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns, forever, subject, however, to the terms and conditions in the Contribution Agreement and subject to the following terms and conditions:

1. Assignor's Title

- (A) ASSIGNOR MAKES NO, AND DISCLAIMS ANY, REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO TITLE TO THE ASSETS AND ASSIGNEE (ON BEHALF OF ASSIGNEE AND ITS SUCCESSORS AND ASSIGNS) IRREVOCABLY WAIVES AND RELEASES FOR ALL PURPOSES ALL OBJECTIONS AND CLAIMS AGAINST ASSIGNOR OR ITS AFFILIATES ASSOCIATED WITH TITLE TO THE ASSETS.
- (B) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ASSIGNEEE FOREVER WAIVES, AND ASSIGNOR SHALL HAVE NO LIABILITY FOR ANY ACTUAL OR ALLEGED TITLE DEFECTS.

2. <u>Disclaimers of Warranties</u>.

- (A) ASSIGNEE ACKNOWLEDGES AND AGREES THAT, (I) THE ASSETS SHALL BE ASSIGNED AND CONVEYED FROM ASSIGNOR TO ASSIGNEE WITHOUT WARRANTY, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, (II) ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, WITH RESPECT TO THE ASSETS, AND (III) THE ASSETS SHALL BE ASSIGNED AND CONVEYED TO ASSIGNEE "AS-IS, WHERE-IS", AND WITH ALL FAULTS AND DEFECTS IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITHOUT RECOURSE.
- ASSIGNEE FURTHER ACKNOWLEDGES THAT: (X)(I) THE ASSETS HAVE BEEN USED FOR CRUDE OIL, NATURAL GAS, NATURAL GAS LIQUIDS, CONDENSATE AND/OR REFINED PRODUCT DRILLING AND/OR OPERATIONS AND FOR PROCESSING, GATHERING, TREATING, STORING AND TRANSPORTING SUCH SUBSTANCES, AND POSSIBLY FOR DISPOSING OF SUCH SUBSTANCES OR OTHER RELATED DELETERIOUS SUBSTANCES AND (II) PHYSICAL CHANGES IN THE ASSETS AND IN THE LANDS BURDENED THEREBY MAY HAVE OCCURRED AS A RESULT OF SUCH USES, (Y) THE ASSETS MAY INCLUDE BURIED PIPELINES, PITS, PONDS, TANK IMPOUNDMENTS, LANDFILLS, FOUNDATIONS AND OTHER FACILITIES AND EQUIPMENT, WHETHER OR NOT OF A SIMILAR NATURE, THE LOCATIONS OF WHICH MAY NOT BE READILY APPARENT BY A PHYSICAL INSPECTION OF THE ASSETS OR THE LANDS BURDENED THEREBY, AND (Z) THE ASSETS MAY BE CONTAMINATED WITH HARMFUL SUBSTANCES. ASSIGNOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE ASSETS, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, AS TO (I) TITLE, (II) COMPLIANCE WITH LAWS, (III) STATUS OF FACILITIES, (IV) CAPACITY OF ANY PIPELINES OR GATHERING SYSTEMS, (V) EXISTENCE, QUALITY, QUANTITY OR RECOVERABILITY OF HYDROCARBONS AND OTHER SUBSTANCES, (VI) ABILITY TO PRODUCE, INCLUDING PRODUCTION OR DECLINE RATES, (VII) VOLUMES OF HYDROCARBONS UNDER CONTRACT WITH ANY PROCESSING PLANT AND ANY RELATED GATHERING SYSTEM, (VIII) FUTURE VOLUMES OF HYDROCARBONS, INERTS, PLANT PRODUCTS OR RESIDUE GAS TO BE PRODUCED FROM ANY WELLS OR GATHERED, TRANSPORTED, TREATED, STORED OR PROCESSED THROUGH ANY GATHERING SYSTEM OR THROUGH ANY PROCESSING PLANT, (IX) COSTS, EXPENSES, REVENUES, RECEIPTS, PRICES, ACCOUNTS RECEIVABLE OR ACCOUNTS PAYABLE, (X) CONTRACTUAL, ECONOMIC OR FINANCIAL INFORMATION AND DATA, (XI) FINANCIAL VIABILITY, INCLUDING PRESENT OR FUTURE VALUE OR ANTICIPATED INCOME OR PROFITS, (XII) ENVIRONMENTAL OR PHYSICAL CONDITION (SURFACE AND SUBSURFACE), (XIII) FEDERAL, STATE OR LOCAL INCOME TAX OR OTHER TAX CONSEQUENCES, (XIV) ABSENCE OF PATENT OR LATENT DEFECTS, (XV) SAFETY, (XVI) STATE OF REPAIR, (XVII) MERCHANTABILITY, (XVIII) FITNESS FOR A PARTICULAR PURPOSE OR FOR ANY PURPOSE, (XIX) CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (XX) REDHIBITORY DEFECTS OR VICES, (XXI) ANY INFORMATION PROVIDED TO ASSIGNEE, AND ASSIGNEE (ON BEHALF OF ITS SUCCESSORS AND ASSIGNS) IRREVOCABLY WAIVES ANY AND ALL CLAIMS THEY MAY HAVE AGAINST ASSIGNEE OR ITS AFFILIATES ASSOCIATED WITH THE SAME.

- (c) (I) ASSIGNOR MAKES NO, AND DISCLAIMS ANY, REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO COMPLIANCE WITH ENVIRONMENTAL LAWS, OR THE ENVIRONMENTAL OR PHYSICAL CONDITION OF THE ASSETS AND (II) ASSIGNEE (ON BEHALF OF ITS SUCCESSORS AND ASSIGNS) IRREVOCABLY WAIVES AND RELEASES FOR ALL PURPOSES ALL OBJECTIONS AND CLAIMS AGAINST ASSIGNOR OR ITS AFFILIATES ASSOCIATED WITH VIOLATIONS OF ENVIRONMENTAL LAW AND THE ENVIRONMENTAL OR PHYSICAL CONDITION OF THE ASSETS.
- 3 <u>Assignee Assumed Obligations</u>. Subject to the terms of the Contribution Agreement, Assignee hereby assumes and agrees to fulfill, timely perform, pay and discharge (or cause to be fulfilled, timely performed, paid or discharged) all of the Assignee Assumed Obligations.
- 4. <u>Agreements</u>. This Assignment is made subject to and is burdened by the terms, covenants and conditions contained in all valid and subsisting Contracts, Leases, Easements and other instruments included in the definition of Assets that will be binding on Assignee following the date of this Assignment or otherwise burden the Assets, and Assignee agrees to be bound by and assume, fulfill, timely perform, pay and discharge all of the obligations arising thereunder
- 5. <u>Successors and Assigns</u>. The terms, covenants and conditions contained in this Assignment are binding upon and inure to the benefit of the Parties and their respective successors and assigns, and such terms, covenants and conditions are covenants running with the land and with each subsequent transfer or assignment of the Assets or any part thereof.
- 6. <u>Subject to Contribution Agreement</u>. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in the Contribution Agreement, a copy of which can be obtained from Assignee at the above referenced address. The terms, covenants and conditions of the Contribution Agreement are incorporated herein by reference, and if there is a conflict between the provisions of the Contribution Agreement and this Assignment, the provisions of the Contribution Agreement shall control. Assignor and Assignee intend that the terms of the Contribution Agreement remain separate and distinct from, not merge into the terms and survive the delivery of this Conveyance to the extent provided for in the Contribution Agreement.
- 7. <u>Counterparts</u>. 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. No Party shall be bound until such time as all of the Parties have executed counterparts of this Assignment. To facilitate recordation or filing of this Assignment, each counterpart filed with a parish or a federal, tribal, or state agency or office may contain only those portions of the Exhibits to this Assignment that describe property under the jurisdiction of that agency or office. Complete copies of this Assignment containing the entire Exhibits have been retained by Assignor and Assignee
- 8. Amendments and Severability. No amendments, waivers or other modifications of this Assignment will be effective or binding on either of the Parties unless the same are in writing, designated as an amendment or modification, and signed by both Parties. The invalidity of any one or more provisions of this Assignment will not affect the validity of this Assignment as a whole, and in case of any such invalidity, this Assignment will be construed as if the invalid provision had not been included herein.
- 9. <u>Waiver of Compliance</u>. Any failure of Assignor, on the one hand, or Assignee, on the other hand, to comply with an obligation, covenant, agreement or condition contained in this Assignment may be expressly waived in writing by the non-failing Party, but, except as otherwise provided in this Assignment, such waiver or failure to insist upon strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

[Signature Page Follows]

EXECUTED on the day and year referenced in the acknowledgment on the respective signature pages, but effective as of the Effective Time.

WITNESSES: WILLIAM WITNESSES:	ASSIGNOR.
Printed Name: Kyle Handy	BP AMERICA PRODUCTION COMPANY
Printed Name: 100140: Curcuruto	By Mandy Robl Name: Shandy E. Robl
	Title: Attorney-in-Fact
STATE OF COLORADO	
COUNTY OF DENVER On this 22 day of April, 2022, before me, the un	dersigned authority, personally appeared Shandy E
Robl as Attorney-in-Fact, to me known to be the perso	n(s) described in and who executed the foregoing
instrument, and acknowledged that they executed the same	e as their free act and deed
My Commission expires November 1, 2022.	NOTARY PUBLIC in and for Colorado
,	

STATE OF COLORADO

COUNTY OF DENVER

Before me, the undersigned authority, personally came and Appeared Kyle Handy, who, being first duly sworn, deposes and says that he was one of the subscribing witnesses to the execution of the foregoing instrument by Shandy E Robl as Attorney-in-Fact, who signed the same in his presence and that of the other subscribing witness(es) to such signature(s) whose name(s) (signatures) are affixed as such, and that he now recognizes all said signatures to be true and genuine.

Subscribing Witness

Sworn to and subscribed before me, Notary, on this 28 day

My Commission expires November 1, 2022.

NOTARY PUBLIC in and for Colorado

WITNESSES:	ASSIGNEE.
Printed Name: Kyle Handy	BPX OPERATING COMPANY
Printed Name Janya Curcurus	By: Name: Stephanie Gannaway
	Title: Attorney-in-Fact
	Title. Attorney-in-ract
STATE OF COLORADO	
COUNTY OF DENVER On this 28 day of April 2022 before me the in	adersioned authority, personally appeared Stephanie

Gannaway as Attorney-in-Fact, to me known to be the person(s) described in and who executed the foregoing

instrument, and acknowledged that they executed the same as their free act and deed

My Commission expires November 1, 2022

STATE OF COLORADO

COUNTY OF DENVER

Before me, the undersigned authority, personally came and Appeared Kyle Handy, who, being first duly sworn, deposes and says that he was one of the subscribing witnesses to the execution of the foregoing instrument by Stephanie Gannaway as Attorney-in-Fact, who signed the same in his presence and that of the other subscribing witness(es) to such signature(s) whose name(s) (signatures) are affixed as such, and that he now recognizes all said signatures to be true and genuine.

Subscribing Witness

Sworn to and subscribed before me, Notary, on this 28 that of April, 2022.

My Commission expires November 1, 2022.

NOTARY PUBLIC in and for Colons

EXHIBIT "A-1"

Attached to and made a part of that certain Assignment and Bill of Sale from BP America Production Company, as Assignor, to BPX Operating Company, as Assignee, effective March 1, 2022

		Leas	es					_	
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	Parish	Book	Page	Rcpt./Regis.
0000002000	MRS E C CHRISTIAN	E M BROWN JR	Private Leasehold	4/30/1917	LOUISIANA	CADDO	115	312	1670810
0000004000	SARAH J ROBERTSHAW ET AL	E M BROWN JR	Private Leasehold	5/30/1917	LOUISIANA	CADDO	115	662	N/A
0000017000	THE CADDO MINERAL LANDS CO	JAMES E SMITHERMAN	Private Leasehold	4/11/1918	LOUISIANA	CADDO	121	282	78454
0000013000	JOHN B FILES, ET AL	DIXIE OIL COMPANY INC	Private Leasehold	10/27/1921	LOUISIANA	CADDO	164	313	18689
0000056000	H A. FITZSIMONS, ET AL	STANOLIND OIL AND GAS COMPANY	Private Leasehold	9/01/1934	LOUISIANA	CADDO	329	309	26238
0021773000	R T GLASSELL	O G COLLINS	Private Leasehold	1/19/1937	LOUISIANA	CADDO	372	23	57136
0022019000	MRS NELL S TIERNEY ET AL	O G COLLINS	Private Leasehold	2/04/1937	LOUISIANA	CADDO	374	1650	59591
0022422000	E R DORIAN	O G COLLINS	Priyate Leasehold	4/12/1937	LOUISIANA	CADDO	379	111	64861
0022533000	WILLIAM HEAD	O G COLLINS	Private Leasehold	4/21/1937	LOUISIANA	CADDO	376	304	61934
0075151000	GRAY & HICKEY COMPANY INC	J F WRIGHT	Private Leasehold	3/15/1945	LOUISIANA	CADDO	507	393	N/A
0068199007	BILLIE B JACKSON ET AL	A G BIRDWELL	Private Leasehold	3/30/1945	LOUISIANA	CADDO	507	431	70958
0413270001	SINCLAIR OIL CORPORATION	ATLANTIC RICHFIELD COMPANY	Private Leasehold	11/08/1945	LOUISIANA	CADDO	N/A	N/A	Unrecorded
0413095001	ELNORA THOMAS GILLIAM ET AL	PLYMOUTH OIL COMPANY	Puvate Leasehold	4/07/1949	LOUISIANA	CADDO	N/A	N/A	Unrecorded
1511795000	GRAY, RICHARD ET AL	PLYMOUTH OIL COMPANY	Private Leasehold	4/07/1949	LOUISIANA	CADDO	N/A	N/A	Unrecorded
0413095002	ANNIE MAE PARKER HANSON ET	PLYMOUTH OIL COMPANY	Private Leasehold	4/08/1949	LOUISIANA	CADDO	N/A	N/A	Umecorded

Page 1 of 7 Exhibit "A-1"

		Leas	es						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	Parish	Book	Page	Rept./Regis.
1511793001	GRAY, ELSTNER ET AL	BERT KOUNS	Private Leasehold	4/08/1949	LOUISIANA	CADDO	N/A	N/A	Unrecorded
1511793002	GRAY, ETHEL	BERT KOUNS	Private Leasehold	4/08/1949	LOUISIANA	CADDO	N/A	N/A	Unrecorded
0413085001	CHARLES PAPA ET AL	PLYMOUTH OIL COMPANY	Private Leasehold	4/22/1949	LOUISIANA	CADDO	N/A	N/A	Unrecorded
1511794000	BRYSON, ALBERT E	BERT KOUNS	Private Leasehold	4/22/1949	LOUISIANA	CADDO	N/A	N/A	Umecorded
1511792001	GRAY, ELSTNER ET AL	PLYMOUTH OIL COMPANY	Private Leasehold	4/23/1949	LOUISIANA	CADDO	N/A	N/A	Unrecorded
1511796000	HAMILTON, YOUREE	PLYMOUTH OIL COMPANY	Private Leasehold	5/10/1949	LOUISIANA	CADDO	N/A	N/A	Uniecoided
1511793003	MOORE, PHENIE, INTERDICT	PLYMOUTH OIL COMPANY	Private Leasehold	6/13/1949	LOUISIANA	CADDO	N/A	N/A	Unrecorded
1511792002	SIMPSON, HOWELL C SR ET AL	PLYMOUTH OIL COMPANY	Private Leasehold	7/07/1949	LOUISIANA	CADDO	N/A	N/A	Umecorded
1511797000	BRYSON, ALBERT	PLYMOUTH OIL COMPANY	Private Leasehold	9/07/1949	LOUISIANA	CADDO	N/A	N/A	Unrecorded
0094491000	JAMES M. HOSS	WILLIAM M. PLASTER	Private Leasehold	9/08/1949	LOUISIANA	CADDO	N/A	N/A	73644
0089187000	T M SWANN ET AL	STANOLIND OIL AND GAS COMPANY	Private Leasehold	10/12/1949	LOUISIANA	CADDO	N/A	N/A	57676
0413074000	BOARD OF COMMISSIONERS OF THE CADDO LEVE	HALL, FRANK J	Private Leasehold	6/27/1951	LOUISIANA	CADDO	N/A	N/A	12639
0413075001	DICKSON, MARJORIE FIELDS ET AL	HALL, FRANK J	Private Leasehold	11/13/1951	LOUISIANA	CADDO	N/A	N/A	18984
0413075002	DUCOTE, J C, ET AL	HALL, FRANK J	Private Leasehold	11/13/1951	LOUISIANA	CADDO	N/A	N/A	18983
0413078001	MCDADE, PICKENS B, ET AL	HALL, FRANK I	Private Leasehold	11/21/1951	LOUISIANA	CADDO	663	119	N/A
0413077000	BRADFORD, JOHNNIE	HALL, FRANK J	Private Leasehold	1/11/1952	LOUISIANA	CADDO	N/A	N/A	22033
0413080001	SMITH, FRANK ET AL	HALL, FRANK J	Private Leasehold	1/11/1952	LOUISIANA	CADDO	633	745	22942

		Leas	es						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	Parish	Book	Page	Rcpt./Regis.
0413076000	BRADFORD, ABRAM	HALL, FRANK J	Private Leasehold	1/22/1952	LOUISIANA	CADDO	N/A	N/A	21635
0413079001	BRATTON, ANNIE MAE BRADFORD ET AL	HALL, FRANK J.	Private Leasehold	2/13/1952	LOUISIANA	CADDO	669	393	24954
0413080002	AINSMAN, M.	HALL, FRANK J.	Private Leasehold	3/15/1952	LOUISIANA	CADDO	N/A	N/A	25788
0413081000	BRADFORD, NORA ET AL	HALL, FRANK J	Private Leasehold	3/24/1952	LOUISIANA	CADDO	N/A	N/A	26448
0413078008	WRIGHT, MRS MARIE A	HALL, FRANK J	Private Leasehold	4/08/1952	LOUISIANA	CADDO	671	395	28290
0413078003	CAUBU, WILLIAM P	HALL, FRANK J	Private Leasehold	4/10/1952	LOUISIANA	CADDO	671	217	27080
0413078002	DICKSON, L K, ET AL	HALL, FRANK J	Private Leasehold	4/11/1952	LOUISIANA	CADDO	671	215	26590
0413078006	ROWE, W B	HALL, FRANK J	Private Leasehold	4/17/1952	LOUISIANA	CADDO	N/A	N/A	27276
0413078005	CONLEY, W F	HALL, FRANK J	Private Leasehold	4/19/1952	LOUISIANA	CADDO	N/A	N/A	27543
0413078004	JOHNSON & WRIGHT, INCORPORATED	HALL, FRANK I	Private Leasehold	4/23/1952	LOUISIANA	CADDO	671	251	277708
0413078007	MCKANNAY, LOUIS J, ET AL	HALL, FRANK J	Private Leasehold	4/30/1952	LOUISIANA	CADDO	671	803	28032
0413082001	MCDADE, PICKENS B.	HALL, FRANK J	Private Leasehold	5/14/1952	LOUISIANA	CADDO	671	817	30775
0413079002	BRADFORD, JOSEPH	HALL, FRANK J	Private Leasehold	5/29/1952	LOUISIANA	CADDO	671	545	29499
0413065001	KEATCHIE INVESTMENT CORPORATION	SOUTHERN PRODUCTION COMPANY INC	Private Leasehold	8/25/1952	LOUISIANA	CADDO	675	332	N/A
0413072001	SMITH, GLENN O	SOUTHERN PRODUCTION COMPANY INC	Private Leasehold	8/25/1952	LOUISIANA	CADDO	687	195	229403
0413073001	BASS, P J	SOUTHERN PRODUCTION COMPANY INC	Private Leasehold	8/26/1952	LOUISIANA	CADDO	675	338	36189
0413073002	ANDRESS, REDDEN T	SOUTHERN PRODUCTION COMPANY INC	Private Leasehold	8/26/1952	LOUISIANA	CADDO	680	496	36188

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		Leas	es						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	Parish	Book	Page	Rcpt./Regis.
0413073003	STEWART, NORMAN D	SOUTHERN PRODUCTION COMPANY INC	Private Leasehold	8/26/1952	LOUISIANA	CADDO	674	837	36190
0413071001	KEATCHIE INVESTMENT COMPANY	SOUTHERN PRODUCTION CO	Private Leasehold	9/02/1952	LOUISIANA	CADDO	683	63	36567
0413068001	GRAHAM, MARGARET NEILL ET AL	SOUTHERN PRODUCTION COMPANY INC	Private Leasehold	9/03/1952	LOUISIANA	CADDO	683	109	36832
0413066001	TALBERT, EDGAR S	SOUTHERN PRODUCTION COMPANY INC	Private Leasehold	9/05/1952	LOUISIANA	CADDO	675	382	36579
0413067001	THIGPEN, PATTIE COLVIN ET AL	SOUTHERN PRODUCTION COMPANY INC	Private Leasehold	9/05/1952	LOUISIANA	CADDO	683	67	36568
0413070001	FISHER, JOSEPH F DR ET UX	SOUTHERN PRODUCTION COMPANY INC	Private Leasehold	9/05/1952	LOUISIANA	CADDO	683	105	36801
0413066002	ABLON, ROSA T ET AL	SOUTHERN PRODUCTION COMPANY INC	Overriding Royalty Lease	9/11/1952	LOUISIANA	CADDO	683	5 1	36564
0413069001	JELKS, ELIZABETH MCMILLAN ET AL	SOUTHERN PRODUCTION COMPANY INC	Overriding Royalty Lease	10/18/1952	LOUISIANA	CADDO	685	227	40187
0413072003	FRENCH, EULIE HOLLINGSWORTH	SOUTHERN PRODUCTION COMPANY INC	Private Leasehold	1/28/1953	LOUISIANA	CADDO	687	61	43162
0413072004	RATCLIFF, FRANCIS S	SOUTHERN PRODUCTION COMPANY INC	Private Leasehold	1/28/1953	LOUISIANA	CADDO	N/A	N/A	44497
0115596000	ABRAN BRADFORD ET AL	A. G. BIRDWELL	Private Leasehold	4/06/1953	LOUISIANA	CADDO	N/A	N/A	75336
0115603002	SEABORN CADE ET AL	A. G BIRDWELL	Private Leasehold	4/17/1953	LOUISIANA	CADDO	N/A	N/A	49253
0115612000	MRS IRENE BRUCE LYNN ET AL	A G. BIRDWELL	Private Leasehold	5/06/1953	LOUISIANA	CADDO	696	59	51575
413095003	ENOCH SAXTON ET AL	PLYMOUTH OIL COMPANY	Private Leasehold	1/07/1949	LOUISIANA	CADDO	713	235	N/A
0115603003	JONETTA SPIKES ADAMS ET AL	STANOLIND OIL AND GAS COMPANY	Private Leasehold	9/21/1953	LOUISIANA	CADDO	N/A	N/A	56855
0115603004	LAWRENCE JOSHUA NORRIS, MINOR ET AL	STANOLIND OIL AND GAS COMPANY	Private Leasehold	11/01/1953	LOUISIANA	CADDO	N/A	N/A	58901
0115603005	ALONZO SPIKES ET AL	STANOLIND OIL AND GAS COMPANY	Private Leasehold	11/01/1953	LOUISIANA	CADDO	N/A	N/A	58902

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		Leas	es						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	Parish	Book	Page	Rcpt./Regis.
0115734000	C W. LANE COMPANY, INC.	STANOLIND OIL AND GAS COMPANY	Private Leasehold	11/18/1953	LOUISIANA	CADDO	N/A	N/A	255683
413067002	J D. MITCHELL ET UX	SOUTHERN PRODUCTION COMPANY INC	Private Leasehold	9/11/1952	LOUISIANA	CADDO	683	83	N/A
0413082002	BRADFORD, SAM ET AL	JONES, T HUEL	Private Leasehold	1/15/1954	LOUISIANA	CADDO	720	193	66362
413067003	JODIE RUSHING HOLLAND	SOUTHERN PRODUCTION COMPANY INC	Private Leasehold	9/16/1952	LOUISIANA	CADDO	684	133	N/A
0413095005	CHESTER DAWSON ET AL	RICE DRILLING COMPANY	Private Leasehold	2/04/1954	LOUISIANA	CADDO	720	101	66170
0550333000	NOEL, JAMES S, ET AL	STANOLIND OIL AND GAS COMPANY	Private Leasehold	2/08/1954	LOUISIANA	CADDO	N/A	N/A	65422
0129516002	THE NORTH CENTRAL TEXAS OIL COMPANY, INC.	STANOLIND OIL AND GAS COMPANY	Private Leasehold	2/11/1954	LOUISIANA	CADDO	N/A	N/A	65423
0129516003	J V. HARRIS ET AL	STANOLIND OIL AND GAS COMPANY	Private Leasehold	2/20/1954	LOUISIANA	CADDO	N/A	N/A	66498
0141007001	JAMES HOLT, JR. ET AL	ARTHUR G BIRDWELL	Private Leasehold	2/20/1954	LOUISIANA	CADDO	722	337	70413
0413093001	ELLIS MAYS, SR. ET AL	B J JOHNSON ET AL	Private Leasehold	2/26/1954	LOUISIANA	CADDO	720	337	N/A
0129516004	SOUTHLAND ROYALTY COMPANY	STANOLIND OIL AND GAS COMPANY	Private Leasehold	3/03/1954	LOUISIANA	CADDO	N/A	N/A	66880
0413095004	ROSIE DAWSON GRAY ET AL	PLYMOUTH OIL COMPANY	Private Leasehold	8/02/1954	LOUISIANA	CADDO	734	65	N/A
0157488002	L, L, NOEL	STANOLIND OIL AND GAS COMPANY	Private Leasehold	4/10/1956	LOUISIANA	CADDO	N/A	N/A	132905
0550334000	NOEL, JAMES S ET AL	STANOLIND OIL AND GAS COMPANY	Private Leasehold	4/13/1956	LOUISIANA	CADDO	788	25	132546
0157488003	NORTH CENTRAL OIL CORPORATION	STANOLIND OIL AND GAS COMPANY	Private Leasehold	5/01/1956	LOUISIANA	CADDO	N/A	N/A	131663
0157488004	SOUTHLAND ROYALTY COMPANY	STANOLIND OIL AND GAS COMPANY	Private Leasehold	5/01/1956	LOUISIANA	CADDO	N/A	N/A	131664
0157488005	J V. HARRIS ET AL	STANOLIND OIL AND GAS COMPANY	Private Leasehold	5/24/1956	LOUISIANA	CADDO	N/A	N/A	131665

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		Leas	ses						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	Parish	Book	Page	Rcpt./Regis.
0173898000	MRS SAMUEL FEIST ET AL	PAN AMERICAN PETROLEUM CORPORATION	Private Leasehold	2/10/1958	LOUISIANA	CADDO	N/A	N/A	172759
0181272000	REUBEN T. DOUGLAS ET AL	M. M. VALERIUS ROYALTY CORPORATION	Private Leasehold	5/24/1958	LOUISIANA	CADDO	846	711	1670810
0173999002	EDWIN LEE BAXLEY	PAN AMERICAN PETROLEUM CORPORATION	Private Leasehold	7/28/1958	LOUISIANA	CADDO	846	265	187690
0181274000	JAMES JACKSON DOUGLAS	ANCHOR PETROLEUM COMPANY	Private Leasehold	9/05/1958	LOUISIANA	CADDO	846	741	1670810
0181276001	MRS. MILDRED DAKE WILLOUGHBY	ANCHOR PETROLEUM COMPANY	Private Leasehold	10/24/1958	LOUISIANA	CADDO	851	421	N/A
0181276002	MRS. HELEN LEE DAKE BROWN	ANCHOR PETROLEUM COMPANY	Private Leasehold	10/24/1958	LOUISIANA	CADDO	851	417	N/A
0181276003	HILE DAKE, MINOR ET AL	ANCHOR PETROLEUM COMPANY	Private Leasehold	10/24/1958	LOUISIANA	CADDO	851	413	195082
0181277001	HELEN LEE DAKE BROWN	ANCHOR PETROLEUM COMPANY	Private Leasehold	7/24/1959	LOUISIANA	CADDO	870	531	217559
0181277002	MILDRED DAKE WILLOUGHBY	ANCHOR PETROLEUM COMPANY	Private Leasehold	7/24/1959	LOUISIANA	CADDO	870	523	217561
0181277003	HILE DAKE, MINOR ET AL	ANCHOR PETROLEUM COMPANY	Private Leasehold	7/29/1959	LOUISIANA	CADDO	870	539	217560
0227591001	JAMES SINGLETON SWANN ET AL	ANCHOR PETROLEUM COMPANY	Private Leasehold	8/17/1959	LOUISIANA	CADDO	870	803	221703
0227591002	MARY ASILE KEITH, MINOR ET AL	ANCHOR PETROLEUM COMPANY	Private Leasehold	9/11/1959	LOUISIANA	CADDO	870	807	221704
0195700000	C W. LANE COMPANY, INC.	PAN AMERICAN PETROLEUM CORPORATION	Private Leasehold	10/20/1960	LOUISIANA	CADDO	921	820	255683
0227906000	C W LANE COMPANY, INC.	PAN AMERICAN PETROLEUM CORPORATION	Private Leasehold	11/21/1961	LOUISIANA	CADDO	951	331	287347
0230005000	CHARLES W. LANE, JR ET AL	PAN AMERICAN PETROLEUM CORPORATION	Private Leasehold	12/21/1961	LOUISIANA	CADDO	951	336	287348
0413098000	MCDADE, PICKENS B, ET AL	ATLANTIC REFINING COMPANY	Private Leasehold	4/04/1962	LOUISIANA	CADDO	N/A	N/A	298299
0413099000	MCDADE, PICKENS B, ET AL	ATLANTIC REFINING COMPANY	Private Leasehold	4/04/1962	LOUISIANA	CADDO	N/A	N/A	298298

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	Leases											
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	Parish	Book	Page	Rcpt./Regis.			
0413100000	MCDADE, PICKENS B, ET AL	ATLANTIC REFINING COMPANY	Private Leasehold	4/04/1962	LOUISIANA	CADDO	N/A	N/A	298295			
0730216001	ETAH COLVIN COOK ET AL	AMOCO PRODUCTION COMPANY	Private Leasehold	8/09/1978	LOUISIANA	CADDO	1688	154	769904			
0730222000	LAWRENCE L LEDGER ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	8/22/1978	LOUISIANA	CADDO	1688	160	769905			
C147090000	AMOCO PRODUCTION COMPANY	J. MARSHALL JONES, JR , AGENT	Teim Assignment	4/28/1992	LOUISIANA	CADDO	0	0	0			
C183621000	BP AMERICA PRODUCTION COMPANY	MORANSCO ENERGY CORPORATION	Term Assignment	7/01/2005	LOUISIANA	CADDO	0	0	1998541			
C195258000	BP AMERICA PRODUCTION COMPANY	GREYSTONE OIL & GAS LLP	Term Assignment	5/15/2007	LOUISIANA	CADDO	0	0	2116011			
C199190000	BP AMERICA PRODUCTION COMPANY	GREYSTONE OIL & GAS LLP	Term Assignment	5/15/2007	LOUISIANA	CADDO	3559	171	7003104			

EXHIBIT "A-2"

Attached to and made a part of that certain Assignment and Bill of Sale from BP America Production Company, as Assignor, to BPX Operating Company, as Assignee, effective March 1, 2022

		Mineral In	iterests						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	Parish	Book	Page	Rcpt./Regis.
0907305001	JOHNSON, GILBERT S	SALTMOUNT OIL COMPANY	Mineral Only	3/08/1937	LOUISIANA	CADDO	596	385	65185
0907308000	JOHNSON, GILBERT S	MIDWEST OIL CORPORATION	Mineral Only	2/15/1954	LOUISIANA	CADDO	721	605	68977
0907309000	JOHNSON, GILBERT S	MIDWEST OIL CORPORATION	Mineral Only	4/05/1954	LOUISIANA	CADDO	721	811	N/A
0907310000	JOHNSON, GILBERT S, JR	MIDWEST OIL CORPORATION	Mineral Only	4/15/1954	LOUISIANA	CADDO	721	809	01170647
0907311000	JOHNSON, GILBERT S, JR	MIDWEST OIL CORPORATION	Mineral Only	4/15/1954	LOUISIANA	CADDO	722	39	69760
0907312000	JOHNSON, GILBERT S, JR	MIDWEST OIL CORPORATION	Mineral Only	4/15/1954	LOUISIANA	CADDO	726	73	72307
0907314000	JOHNSON, GILBERT S, JR	MIDWEST OIL CORPORATION	Royalty	4/15/1954	LOUISIANA	CADDO	124	44	136893
0907313000	JOHNSON, GILBERT S, JR	MIDWEST OIL CORPORATION	Mineral Only	5/18/1954	LOUISIANA	CADDO	722	33	69757

EXHIBIT "B"

Attached to and made a part of that certain Assignment and Bill of Sale from BP America Production Company, as Assignor, to BPX Operating Company, as Assignee, effective March 1, 2022

		Easement	s						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	Parish	Book	Page	Rcpt./Regis.
C015827000	W. E. LOGAN ET UX, ET AL	STANOLIND OIL AND GAS COMPANY	Easement / Right-of-Way	12/30/1948	LOUISIANA	CADDO	Unk	Unk	Unknown
C016863000	ALEXANDRINE R. QUERBES, ET AL	STANOLIND OIL AND GAS COMPANY	Easement / Right-of-Way	8/15/1949	LOUISIANA	CADDO	603	668	N/A
C026524000	REID VICTOR M ET AL	STANOLIND OIL AND GAS COMPANY	Surface Agmt	9/08/1953	LOUISIANA	CADDO	701	790	66983
C037771000	E C WENTWORTH	STANOLIND OIL AND GAS COMPANY	Surface Agmt	11/25/1957	LOUISIANA	CADDO	Unk	Unk	Unknown
C055944000	C. W. LANE COMPANY, INC. ET AL	PAN AMERICAN PETROLEUM CORPORATION	Surface Agmt	1/27/1958	LOUISIANA	CADDO	Unk	Unk	Unknown
C051126000	ARKANSAS-LOUISIANA GAS COMPANY	PAN AMERICAN PETROLEUM CORPORATION	Surface Agmt	9/25/1961	LOUISIANA	CADDO	Unk	Unk	Unknown
C026802000	OLIVER A PENDAR ET UX	STANOLIND OIL AND GAS COMPANY	Easement / Right-of-Way	1/25/1954	LOUISIANA	CADDO	Unk	Unk	Unknown

Exhibit C

Defined Terms

"Assumed Obligations" means, less and except for the Retained Liabilities, all Liabilities to the extent attributable to the Assets or to the ownership, use, operation, maintenance or disposition thereof, whenever arising, including without limitation. (a) any and all Taxes that are the responsibility of the Assignee hereunder; (b) all Liabilities arising under or related to any Environmental Law; (c) all Third Party claims, demands, violations, actions, assessments, penalties, fines, costs, expenses, obligations or other Liabilities with respect to the ownership, operation or maintenance of any of the Oil and Gas Properties; and (d) all Liabilities arising out of, incident to or in connection with the accounting for, failure to pay or the incorrect payment to any royalty owner, overriding royalty owner, working interest owner or other interest holder under the Lands and/or units comprising a part of the Oil and Gas Properties.

"Closing" means when the consummation of the transactions contemplated in the Contribution Agreement occurs.

"Closing Date" means the day when Closing occurs.

"Consent" means any consent, approval, notice or authorization that is required to be obtained, made or complied with for or in connection with the contribution, conveyance, assignment or transfer of any Asset, or any interest therein by the Assignor as contemplated by the Contribution Agreement or this Assignment.

"Contract" means any contract, agreement, indenture, note, bond, mortgage, deed of trust, loan, instrument, lease, license, security agreement, pooling agreement, unit agreement, operating agreement, commutment or other arrangement, understanding, undertaking, commitment or obligation, whether written or oral; provided that, Leases are not Contracts.

"Environmental Laws" means, as the same have been amended to the Closing Date, CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; the Toxic Substances Control Act, 15 U S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq.; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j, in effect as of the Closing Date, and all similar Laws in effect as of the Closing Date of any Governmental Authority having jurisdiction over the property in question addressing (a) pollution or pollution control; (b) protection of human health, natural resources, the environment or biological resources or (c) the disposal or Release or threat of Release of Hazardous Substances.

"Excluded Assets" means all right, title and interest in the minerals only set forth on Schedule 1.1.

"GAAP" means those generally accepted accounting principles and practices that are recognized as such by the Financial Accounting Standards Board (or any generally recognized successor), applied in a consistent manner.

"Governmental Authority" means any (a) multinational, national, federal, tribal, provincial, territorial, state, regional, municipal, local or other government or any governmental or public department, court, tribunal, arbitral body, statutory body, commission, board, bureau or agency, (b) self-regulatory organization, regulatory authority, administrative tribunal or authority, (c) subdivision, agent, commission, board or authority of any of the foregoing or (d) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

"Hazardous Substances" means any pollutant, contaminant, dangerous or toxic substance, hazardous or extremely hazardous substance or chemical, or otherwise hazardous material or waste defined as "hazardous waste", "hazardous substance" or "hazardous material"

under applicable Environmental Laws, including chemicals, pollutants, contaminants, wastes, toxic substances, which are classified as hazardous, toxic, radioactive, or otherwise are regulated by, or form the basis for Damages or Liability under, any applicable Environmental Law including hazardous substances under CERCLA.

"Laws" means all laws (including common law), rules, regulations, statutes, codes, permits, licenses, certifications, decrees or standards imposed by any Governmental Authority, and any order, writs, injunctions, judgments, awards (including awards of any arbitrator), rulings, assessments, subpoenas, verdicts, decrees, settlements or findings from any Governmental Authority.

"Liabilities" means, with respect to any Person, all indebtedness, liabilities and obligations of such Person, whether matured or unmatured, liquidated or unliquidated, primary or secondary, direct or indirect, absolute, fixed or contingent, and whether or not required to be considered pursuant to GAAP.

"Person" means any individual, corporation, limited liability company, partnership (general or limited), joint venture, association, joint stock company, trust, or other entity or organization, unincorporated organization, executor, custodian, administrator or entity in a representative capacity, or Governmental Authority.

"Required Consent" means any Consent for which (a) the failure to obtain such Consent would cause any of the Assets or the assignment of the Assets affected thereby to the Assignee to be void or voidable, (b) the failure to obtain such Consent would cause the termination of a Lease or Conveyed Contract under the express terms thereof, (c) the holder of such Consent has objected in writing or refused in writing to grant such Consent prior to Closing, (d) the failure to obtain such Consent would be reasonably likely to result in any material Liability or result in damages to the Assignee after Closing or (e) the failure to obtain such Consent would materially impair the value, use, development or operation of the applicable Assets.

Schedule 1.1

Attached to and made a part of that certain Assignment and Bill of Sale from BP America Production Company, as Assignor, to BPX Operating Company, as Assignee, effective March 1, 2022

Excluded Assets

No Assets Excluded in Caddo Parish, Louisiana