

CARBON STORAGE EASEMENT AGREEMENT

This CARBON STORAGE EASEMENT AGREEMENT (this "Agreement") is made, dated and effective as of March 1, 2022 (the "Effective Date"), by and between **Halls Bayou Ranch, Inc.**, a Texas corporation and **Bayou Land & Cattle, Inc.**, a Texas corporation ("Owner"), and **BP America Production Company**, a Delaware corporation ("Grantee"). Owner and Grantee agree as follows:

1. Easements. In consideration the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to Grantee the following easements (collectively, the "Easements"):

a. Storage: a perpetual, irrevocable, exclusive easement in and to the subsurface formations and strata (the "Reservoir") in and under that certain real property (the "Land" or Lands") of Owner located in Galveston and Brazoria Counties, Texas, more particularly described on Exhibit A attached hereto and incorporated herein (the "Storage Easement"), for the geologic storage of captured carbon dioxide plus incidental associated substances derived from the source materials and the capture process and any substances added to enable or improve the injection process or otherwise permitted by applicable laws or permits to be included in a carbon dioxide stream injected for geologic storage ("Stored Substances"; such storage activities referred to herein as the "Storage Activities"), and

b. Monitoring and Maintenance: a perpetual, irrevocable exclusive easement (the "Monitoring and Maintenance Easement") to enter upon the Lands at all reasonable times, for the purposes of:

(1) conducting on the Lands such inspections, investigations, studies and tests, including surveys, engineering studies and remote monitoring (collectively, "Inspections"), of the Lands (including the Reservoir) as Grantee deems necessary or desirable to monitor, measure and verify the integrity of the Reservoir and verify compliance of the Reservoir with any applicable laws and regulations, including the right to perform such invasive testing as Grantee may deem necessary or advisable in connection therewith, including the drilling of test and monitoring wells on the surface of the Lands (the "Wells") and the related injection, withdrawals, sample collecting, pressure gauging and temperature gauging from the Wells, and the construction, installation, operation, maintenance, inspection, repair, removal and replacement of surface monitoring equipment and facilities in order to conduct such Inspections (collectively with the Wells, the "Inspection Facilities"); provided, however, the rights granted to Grantee herein do not include the right to enlarge the surface area of any well, monitoring station or facility without the express written consent of Owner; and

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STATE OF TEXAS
COUNTY OF GALVESTON

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I hereby certify on June 10, 2022



DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY

Nicole Grimm

Nicole Grimm

DEPUTY

(ii) performing such maintenance to the Reservoir and Facilities as may be necessary to preserve the integrity of the Reservoir and to comply with any applicable laws and regulations, such as taking corrective action, including, without limitation, the right to plug or re-plug Wells (including any injection wells in connection with injection of the Stored Substances), maintain and repair existing well plugs, construct, install, drill, operate, maintain, inspect, repair, remove and replace any surface facilities required for maintenance activities (the "Maintenance Facilities"; the Maintenance Facilities, together with the Inspection Facilities, are sometimes referred to herein as the "Facilities"), the right to extract from and reinject into the Reservoir, or otherwise use or dispose of, any brine, saline or other water or substances present therein for the purpose of managing and controlling the pressure and plume within the Reservoir, and take such other actions with respect to the Lands and the Reservoir that Grantee determines may be necessary or prudent to ensure the storage integrity of the Reservoir (such maintenance, the "Maintenance Activities"; the Storage Activities, Inspections, Access Activities and Maintenance Activities are sometimes referred to herein as the "Grantee Activities").

- c. Access: a perpetual, irrevocable non-exclusive easement (the "Access Easement") for vehicular and pedestrian access over and across the Lands, excluding any Land within the boundaries of the tract identified as Tract 75 on Exhibit A attached hereto, as reasonably necessary for the purpose of accessing the Facilities (as defined above) and exercising Grantee's rights hereunder, including the right to use any roads existing thereon from time to time; provided that (i) any use of roads shall be subject to the terms of road easement agreements granted by Grantor to Grantee; (ii) Grantee's use of that portion of the Lands for access other than those tracts described on Exhibit A-1 hereto shall be limited to use of roads, and (iii) this Access Easement shall exclude any right to access or use any road within the boundaries of the tract of the Land identified as Tract 75 on Exhibit A attached hereto.

2. Obstructions. Grantee shall have the right from time to time, including after the initial construction of the Facilities, to: (a) clear the Easements of all buildings or other structures, including temporary removal of fences during periods of construction, maintenance or removal of any Facilities; (b) control, cut down, trim and remove trees and underbrush from the Easements; and (c) cut down and trim any tree located outside the Easements that in the opinion of Grantee may interfere with the safety, proper operation and/or maintenance of the Facilities. In the event it becomes necessary for Grantee to cut any fence, Grantee shall use wire gaps or temporary gates sufficient to prevent cattle or livestock from entering or leaving Owner's property. Grantee shall be liable to Owner for any livestock losses by Owner to the extent attributable to Grantee's activities on the Lands. Following completion of the construction, maintenance or removal activities, Grantee shall restore all fences which Grantee cut to substantially as good a condition as the same were in immediately prior to Grantee's cutting of said fences. Notwithstanding the foregoing, Grantee will have the right to install gates in fences located within the boundaries of the Easements, and in such event, Grantee will permit Owner to use such gates. In the event Grantee installs gates upon existing or future roads on the Lands, Grantee shall consult with owner

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DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: Nicole Grmm DEPUTY
Nicole Grmm

concerning the need for cattle gaps or the installation of “overs” to allow all-terrain vehicles to pass through without opening the gate and Owner shall have the right to install locks upon such gates provided Owner provides Grantee with a key, access code or other means of opening the locks.

3. Laws and Cooperation by Owner. Grantee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Grantee or in the names of both Grantee and Owner where appropriate or required, the validity or applicability to the Grantee Activities, the Lands or the Reservoir of any law, ordinance, statute, order, regulation, property assessment or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Owner shall cooperate in every reasonable way in such contest, at no out-of-pocket expense to Owner. Any contest or proceeding, including any maintained in the name of Owner, shall be controlled and directed by Grantee. If any laws, ordinances, statutes, orders or regulations of any governmental agency hereinafter enacted require Grantee to obtain additional rights or execute additional documentation, Owner shall cooperate in every reasonable way, at no out-of-pocket expense to Owner, in such efforts.

4. Hazardous Substances. Neither Grantee nor any of its Related Parties shall violate any applicable law relating to pollution or protection of the environment, including, without limitation, the Clean Air Act, as amended; CERCLA; the Clean Water Act, as amended; the Resource Conservation and Recovery Act, as amended; the Safe Drinking Water Act, as amended, the Hazardous Materials Transportation Act, as amended; the Toxic Substances Control Act, as amended; and any other laws relating to emissions, discharges, releases or threatened releases of any Hazardous Substance, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any Hazardous Substance, on, under or with respect to the Lands (the “Environmental Laws”). Grantee shall, at its sole cost and expense, promptly clean up, remove or take other legally-authorized remedial action with regard to any soil, ground water or other contamination and damage caused by Hazardous Substances for which it or its Related Parties is/are responsible, and for which clean up, removal or remedial action is required pursuant to any Environmental Law; provided Grantee shall not be responsible for any contamination not caused by Grantee or its Related Parties. Owner shall give Grantee notice of any breach or suspected breach of the foregoing covenant by Grantee, promptly upon learning of such breach and cooperate with Grantee with regard to any scheduling or access to the Lands in connection with any action required by this Section. Grantee shall undertake any clean up, removal or remedial action it is required to perform under this Section in a manner designed to minimize the impact on Owner’s activities and operations on the Lands. As used herein, “Hazardous Substance” means any substance regulated pursuant to any Environmental Law as a “hazardous substance,” “hazardous waste,” “toxic waste,” “pollutant,” or words of similar import, as well as any petroleum product, or petroleum-related waste, including, without limitation, any oilfield or exploration and production wastes, regulated under or subject to cleanup requirements pursuant to any Environmental Law.

5. Encumbrances; Oil, Gas and Mineral Interests.

(a) Owner shall not, without Grantee’s approval, enter into, alter, modify, or extend any agreement affecting the Land, or allow any encumbrance to attach to that portion of the Land designated on Exhibit A-1 attached hereto and incorporated herein, if

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GALVESTON COUNTY, TEXAS

BY: Nicole Grimm DEPUTY
Nicole Grimm

the same could reasonably be expected to delay, interfere with or impair the Grantee Activities or the exercise of any of Grantee's other rights under this Agreement. Owner hereby consents to Grantee contacting any lender, mortgagee or other pre-existing holder of a lien or interest in the Lands in order to secure a subordination or a non-disturbance agreement in recordable form for the benefit of Owner.

(b) Owner shall not grant any oil, gas or mineral lease affecting that portion of the Land designated on Exhibit A-1 attached hereto and incorporated herein without Grantee's prior written consent, which consent shall not be unreasonably withheld. Additionally, Owner shall be required to obtain Grantee's approval as to the location and design of any well proposed by or to Owner or any third party to be drilled on or under the portion of the Land designated on Exhibit A-1, which approval shall not be unreasonably withheld

6. Requirements of Governmental Agencies; Cooperation. Owner shall assist and fully cooperate with Grantee, at no out-of-pocket expense to Owner, in complying with or obtaining from any governmental entity or agency having jurisdiction over the Lands, any and all permits or approvals required for the Grantee Activities contemplated hereunder. In connection with any applications for such approvals, Owner agrees at Grantee's request to cooperate and assist Grantee in connection with such application (at no out-of-pocket expense to Owner) at any administrative, judicial or legislative level, including, as applicable, by executing any applications or other documents required to obtain such permits or approvals.

7. Assignment. The provisions of the Surface Use and Access Agreement by and between Owner and Grantee dated effective March 1, 2022 (the "Surface Agreement"), a memorandum of which is recorded in the real property records of Galveston County, Texas, which govern assignment of the Surface Agreement by Grantee shall govern the assignment of the Easements and/or this Agreement by Grantee as if such provisions were fully stated herein with respect to the Easements and this Agreement. Grantee shall give notice of such action (including the address of the assignee thereof for notice purposes) to Owner, provided that failure to give such notice shall not constitute a default under this Agreement but rather shall only have the effect of not binding Owner with respect to such assignment until such notice shall have been given. Grantee shall provide a copy of the Surface Agreement, if still in effect, to any assignee. The assignor under any assignment hereunder shall be released from obligations and liabilities. Owner's rights and obligations under this Agreement shall not be transferred or assigned except in connection with any transfer of any interest of Owner in the Lands, it being understood and agreed that any person or entity acquiring any interest of Owner in the Lands shall acquire title to such interest subject to the terms and provisions of this Agreement, which shall be binding upon such transferee as if such transferee had executed this Agreement to the maximum extent allowed by law. Grantee or any of its successors and assigns of Grantee under this Section shall at all times retain title to the Stored Substances.

8. Mortgage by Grantee. Grantee may, at any time and without the consent of Owner, grant to any person or entity (herein, together with that person's or entity's successors and assigns, a "Lender") one or more liens, security interests or collateral assignments in all or any part of its interests under this Agreement (each, a "Mortgage"). In the event any such Mortgage is granted, Grantee shall promptly notify Owner in writing, including the name and address of the Lender.

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GALVESTON COUNTY, TEXAS

BY

Nicole Grmm

Nicole Grmm

DEPUTY

Owner shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee or any Lender for the purpose of implementing the terms and conditions contained in this Agreement or of preserving a Lender's security interest, at no out-of-pocket cost to Owner. In the event any Mortgage is granted, Owner agrees to subordinate any existing or future Fee Mortgage (as defined below) encumbering the Lands to the Mortgage granted by Grantee through a subordination agreement in a form reasonably acceptable to the Lenders.

9. Fee Mortgage. Owner shall have the right to mortgage, pledge or otherwise encumber its fee title or reversionary interest in the Lands (any such mortgage or pledge, a "Fee Mortgage"); provided, however, any and all such Fee Mortgages shall be subject and subordinate to this Agreement. In the event any Fee Mortgage is granted, Owner shall promptly notify Grantee in writing thereof, which notice shall include the name and address of the mortgagee under such Fee Mortgage.

10. Estoppels. Owner shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request, including that no default then exists under this Agreement and/or that the Surface Agreement remains in effect, if such be the case) and/or consents to assignment and/or non-disturbance agreements (including with respect to other property in the vicinity of the Lands as to which Owner or its affiliates may have lease, use or other rights) as Grantee or any Lender may reasonably request from time to time.

11. Default.

11.1. Any party which commits a breach of any covenant, restriction, term or provision of this Agreement shall be considered to be in default under this Agreement (each, an "Event of Default") if such party shall fail to cure such breach within thirty (30) days following written notice from an aggrieved party specifying such breach; provided, however, that if the nature of the particular breach reasonably requires more than thirty (30) days to cure, then such party shall not be considered to be in default of this Agreement if such party commences the cure of the breach within the foregoing thirty (30) day period and thereafter diligently prosecutes such cure to completion.

11.2. Subject to and without limiting the provisions of 11.3 below, upon the occurrence of an Event of Default, any aggrieved party shall have the right to recover damages, obtain injunctive relief or exercise any other remedies of law or in equity. against the defaulting party for damages, injunctive relief, specific performance or other remedies at law or in equity

11.3. Notwithstanding anything contained or implied in this Agreement to the contrary, in no event shall the remedies available hereunder for a breach of the provisions hereof include termination of this Agreement or termination or forfeiture of any of the Easements granted herein. Each party waives any right under law, equity or otherwise, to terminate this Agreement or to terminate any of the Easements granted herein based on a breach or default hereunder. In any event, Stored Substances placed in the Reservoir by Grantee shall be permitted to remain in the Reservoir in perpetuity and Grantee shall be allowed to conduct monitoring and corrective action with respect to the Stored Substances as required by applicable laws; and neither party shall take any action to cause the release of such Stored Substances from the Reservoir or otherwise cause a

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GALVESTON COUNTY, TEXAS

BY:

Nicole Grimm
Nicole Grimm

DEPUTY

breach of applicable laws or the terms of any permits associated with the Storage Activities. The preceding sentence shall survive any expiration or termination of this Agreement for any reason.

11.4. The failure of any aggrieved party to enforce any covenant, condition, restriction or provision herein contained shall in no event be deemed to be a waiver of the right thereafter to do so, nor of the right to enforce any other covenant, condition, restriction or provision set forth in this Agreement. A party shall be considered to have waived any rights hereunder only if such waiver shall be in writing.

11.5. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF OWNER AND GRANTEE HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, INDIRECT AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.

11.6. In the event of any litigation for the interpretation or enforcement hereof, or for damages for a default hereunder, or which in any other manner relates to this Agreement, the Easements granted hereunder, or the Lands, the prevailing party shall be entitled to recover from the other party an amount equal to its actual, reasonable and verifiable out-of-pocket expenses, costs and attorneys' fees incurred in connection therewith.

12. Miscellaneous.

12.1. No Merger. There shall be no merger of this Agreement, or of the interests created by this Agreement, with the fee estate in the Lands by reason of the fact that this Agreement or any such interests may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property, and all persons (including Lenders) having an interest in or under this Agreement and any portion of the fee estate shall join in a written instrument effecting such merger and shall duly record the same.

12.2. Force Majeure. If performance of this Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder whenever such causes are removed. As used herein, "Force Majeure" means flood, drought, earthquake, storm, fire, tornado, lightning, windstorm, unusually inclement weather or other natural catastrophe; acts of God, casualty or accident; pandemic; war, sabotage, vandalism, civil strife or other violence; strikes or labor disputes; supply chain or transportation delays or disruptions; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of a party hereto.

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DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY Nicole Grimm DEPUTY
Nicole Grimm

12.3. Run with the Land. The provisions of this Agreement and the Easements herein created shall run with the land and be binding on the Lands, as the servient tenement hereunder, for the benefit of Grantee, as the dominant owner, and its successors and assigns.

12.4. Notices. All notices required to be given hereunder, or given in regard to this Agreement by one party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand, facsimile transmission or e-mail, when delivered in person or the transmission or the e-mail is received at the address, facsimile number or e-mail address set forth hereinafter for the party to whom notice is given, or (ii) if mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified. Any party may change its address, facsimile number or e-mail address for notices by giving five days advance written notice to the other party hereto in the manner provided for herein. Until changed in the manner provided herein, the parties' respective addresses, facsimile numbers and e-mail addresses for notices hereunder are as follows:

If to Owner:

Hall's Bayou Ranch, Inc.
P.O. Box 1408
Santa Fe, TX 7751
Attn: Dennis Jones
E-mail: dajventures@aol.com

With a copy to:

Morgan D. Bishop
P.O. Box 217
Purvis, MS. 39475
bishop@duckerlawfirm.com

If to Grantee:

BP America Production Company
Attn: Business Development – Land
1700 Platte St.
Denver, CO 80207
Attn: Stephanie Gannaway
E-mail: Stephanie.Gannaway@bpx.com

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STATE OF TEXAS
COUNTY OF GALVESTON

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DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: Nicole Grimm DEPUTY
Nicole Grimm

With a copy to:

BP America Production Company
Attn: Legal
15377 Memorial Drive
Houston, TX 77079
Attn: Triscilla Taylor
Telephone: (281) 810-6137
E-mail: Triscilla.taylor@bpx.com

12.5. Entire Agreement; Amendments. Subject to Section 12.12 below, this Agreement constitutes the entire agreement between Owner and Grantee respecting its subject matter. Any agreement, understanding or representation respecting the Lands, the Easements, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended, except in writing signed by both parties. No purported modifications or amendments, including any oral agreement, course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

12.6. Choice of Law; Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Furthermore, this Agreement is performable in Galveston County, Texas and the parties agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in Galveston County, Texas.

(b) **EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO GRANTEE FOR ENTERING INTO THIS AGREEMENT.**

12.7. Construction. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Agreement. No waiver by a party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without

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GALVESTON COUNTY, TEXAS

BY: Nicole Grimm DEPUTY
Nicole Grimm

limitation. Captions and headings used herein are for convenience of reference only and do not define, limit or otherwise affect the scope, meaning or intent hereof. The term "hereof" or "herein" means the entirety of this Agreement unless otherwise indicated.

12.8. Beneficiaries. Except with respect to the rights conferred upon Lenders hereunder (which Lenders and their successors and assigns are hereby expressly made third party beneficiaries hereof to the extent of their respective rights hereunder), the covenants contained herein are made solely for the benefit of the parties and shall not be construed as benefiting any person or entity who is not a party to this Agreement.

12.9. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. If the easements or other rights hereunder are found to be in excess of the longest duration permitted by applicable law, then the provisions hereof which specify such term of duration shall be severed from this Agreement, and the term instead shall expire on the latest date permitted by applicable law.

12.10. No Partnership. Neither the provisions of this Agreement, nor the provisions of any other agreements referenced herein, nor any acts of the parties, nor any other circumstances shall be deemed to create a partnership or joint venture between the parties with respect to the Lands or the Grantee Activities for any purposes whatsoever. Each party shall, in connection with this Agreement, the Lands, and the Grantee Activities take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

12.11. Counterparts. This Agreement may be executed in multiple counterparts, no one of which need be executed by all parties hereto, each of which shall constitute an original. Counterparts thus executed shall together constitute one and the same instrument.

12.12. Effect of Surface Agreement. So long as the Surface Agreement remains in effect, (i) the parties' rights and obligations under this Agreement shall be subject to the terms and conditions set forth in the Surface Agreement, and (ii) in the event of any conflict between the Surface Agreement and this Agreement, the Surface Agreement shall control. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, with respect to any Stored Substances injected into the Reservoir, the Storage Easement, the Access Easement and the Monitoring and Maintenance Easement granted herein shall not be affected by termination of the Surface Agreement. Additionally, Grantee's rights hereunder shall survive as long as Grantee has surviving obligations, other than indemnity obligations, under the Surface Agreement or this Agreement.

[Signature pages follow]

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GALVESTON COUNTY, TEXAS

BY Nicole Grimm DEPUTY
Nicole Grimm

IN WITNESS WHEREOF, Owner and Grantee have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

“OWNER”

Halls Bayou Ranch, Inc., a Texas corporation

By: *Dennis A. Jones*
Name: Dennis A. Jones
Title: President

THE STATE OF TEXAS
COUNTY OF Galveston

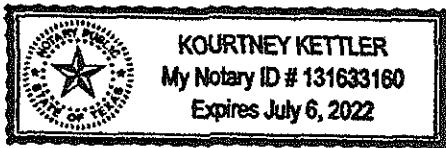
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§

On March 7, 2022, Dennis A. Jones known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged to me that he/she executed the same in his/her respective authorized capacity, on behalf of said entity.

Witness my hand and official seal.

[Notary Stamp/Seal]

Kourtney Kettler
Notary Public in and for
the State of Texas



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DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY *Nicole Grimm* DEPUTY
Nicole Grimm

Bayou Land & Cattle, Inc., a Texas corporation

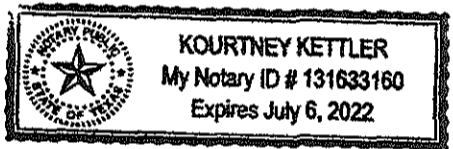
By: [Signature]
Name: Dennis A. Jones
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF Galveston §

On March 7, 2022, Dennis A. Jones, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged to me that he/she executed the same in his/her respective authorized capacity, on behalf of said entity.

Witness my hand and official seal.

[Notary Stamp/Seal]



[Signature]
Notary Public in and for
the State of Texas

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GALVESTON COUNTY, TEXAS

BY: Nicole Grimm DEPUTY
Nicole Grimm

“GRANTEE”

BP America Production Company, a Delaware corporation

By: [Signature]
Name: Stephanie Gannaway
Title: Attorney-in-Fact

KBH

THE STATE OF COLORADO

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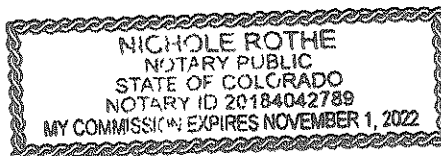
COUNTY OF Denver

On March 7th, 2022, Stephanie Gannaway of BP America Production Company, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged to me that he/she executed the same in his/her respective authorized capacity, on behalf of said entity.

Witness my hand and official seal.

[Notary Stamp/Seal]

[Signature]
Notary Public in and for
the State of Colorado



CERTIFIED COPY CERTIFICATE

STATE OF TEXAS
COUNTY OF GALVESTON

The foregoing is a true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records in my office and having Identification Number as stamped hereon

I hereby certify on June 10, 2022



DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY [Signature] DEPUTY
Nicole Grimm

EXHIBIT A
To Carbon Storage Easement Agreement

All tracts or parcels of land owned by HBR on the Effective Date in the following abstracts situated in Galveston and Brazoria Counties, Texas.

Tract No.	Survey Name	Section No.	Abstract No.	County	Parcel ID	Source Deed	Acreage
1	W C M Baker Survey	26	A-28	Galveston	170225	658/374	2 082 1900
2	W C M Baker Survey	26	A-28	Galveston	358796	658/374	28 8600
3	W C M Baker Survey	26	A-28	Galveston	309138	9125236	18 3470
4	Francis Q Brown Survey	23	A-33	Galveston	170978	658/374	538 6330
5	Francis Q Brown Survey	23	A-33	Galveston	170979	658/374	87 8660
6	Francis Q Brown Survey	23	A-33	Galveston	358794	658/374	13 5010
7	Daniel Buckley Survey	35	A-44	Galveston	171489	658/374	732 8690
8	Daniel Buckley Survey	35	A-44	Galveston	309140	658/374	323 5530
9	Daniel Buckley Survey	35	A-44	Galveston	358797	3243/208	8 7140
10	David Buckley Survey		A-29	Galveston	309141	9125236	124 8640
11	H Garlick Survey	8	A-75	Galveston	182396	658/374	205 6720
12	H Garlick Survey	8	A-75	Galveston	358793	658/374	4 3280
13	Mary Harris Survey	11	A-86	Galveston	184723	658/374	308 0380
14	J McMillan Survey	6	A-152	Galveston	203447	658/374	106 5170
15	J McMillan Survey	6	A-152	Galveston	358790	658/374	13 4830
16	H Meyer Survey	24	A-156	Galveston	205153	658/374	307 8830
17	H Meyer Survey	24	A-156	Galveston	358795	658/374	12 1170
18	J Wamock Survey	9	A-209	Galveston	228682	658/374	243 0000
19	H Waller Survey	10	A-210	Galveston	228683	658/374	269 0000
20	Geo Wheatley Survey	7	A-211	Galveston	228684	658/374	83 2380
21	Geo Wheatley Survey	7	A-211	Galveston	228685	658/374	24 3910
22	Geo Wheatley Survey	7	A-211	Galveston	358791	658/374	5 5100
23	Geo Wheatley Survey	7	A-211	Galveston	358792	658/374	0 8610
24	Lindsey T Yowell Survey	10	A-215	Galveston	228731	658/374	1,128 6730
25	Lindsey T Yowell Survey	10	A-215	Galveston	228732	658/374	135 3510
26	Lindsey T Yowell Survey	10	A-215	Galveston	358798	658/374	4 4770
27	Lindsey T Yowell Survey	10	A-215	Galveston	309145	9125236	130 6480
28	Lindsey T Yowell Survey	10	A-215	Galveston	309143	9125236	85 8510
29	Sarah White Survey		A-207	Galveston	728875	201807446	26 1380
30	Sarah White Survey		A-207	Galveston	227901	201807446	1 420 8620
31	A Burke Survey		A-25	Galveston	169335		457 6600
32	W Baker Survey		A-27	Galveston	170224	007-34-0749	5 0000
33	W C M Baker Survey	26	A-28	Galveston	170226		295 4540
34	David Buckley Survey		A-29	Galveston	170227		654 2530

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DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY Nicole Grimm DEPUTY
Nicole Grimm

Tract No.	Survey Name	Section No.	Abstract No.	County	Parcel ID	Source Deed	Acreage
36	H Cayce Survey		A-50	Galveston	172102		12 2120
37	W Scott Survey		A-177	Galveston	213966		843 5000
38	W Scott Survey		A-177	Galveston	213968		632 6200
39	J Woods Survey		A-212	Galveston	228688	005-86-0600	13 8800
40	L Yowell Survey		A-217	Galveston	228734		319 5000
41	R Lewis Survey		A-671	Galveston	233603		2 2190
42	W Baker Survey		A-27	Galveston	170144	2021046460	100 0000
43	W Baker Survey		A-27	Galveston	170150	2019043419	5 0000
44	W Baker Survey		A-27	Galveston	170151	2019043419	5 0000
45	W Baker Survey		A-27	Galveston	170152	2019043419	20 0000
46	W Baker Survey		A-27	Galveston	170154	2019043419	15 0000
47	W Baker Survey		A-27	Galveston	170155	2019043419	15 0000
48	W Baker Survey		A-27	Galveston	170157	2019043419	23 3750
49	W Baker Survey		A-27	Galveston	170158	2019043419	6 6250
50	W Baker Survey		A-27	Galveston	170159	2019043419	50 0000
51	W Baker Survey		A-27	Galveston	170160	2019043419	43 3750
52	W Baker Survey		A-27	Galveston	170161	2019043419	6 6250
53	W Baker Survey		A-27	Galveston	170162	2019043419	93 3750
54	W Baker Survey		A-27	Galveston	170163	2019043419	6 6250
55	W Baker Survey		A-27	Galveston	170167	2019043419	10 0000
56	W Baker Survey		A-27	Galveston	170168	2019043419	5 0000
57	W Baker Survey		A-27	Galveston	170169	2019043419	5 0000
58	W Baker Survey		A-27	Galveston	170170	2019043419	5 0000
59	W Baker Survey		A-27	Galveston	170171	2019043419	5 0000
60	W Baker Survey		A-27	Galveston	170216	2019043419	815 7830
61	W Baker Survey		A-27	Galveston	170217	2019043419	81 0270
62	W Baker Survey		A-27	Galveston	170219	2019043419	2 5000
63	W Baker Survey		A-27	Galveston	170223	2019049842	10 0000
64	W Baker Survey		A-27	Galveston	290451	2019049842	2 5000
65	W Baker Survey		A-27	Galveston	390227	2019049842	111 1450
66	W Baker Survey		A-27	Galveston	358799	2019043419	78 8400
67	A Lewis Survey		A-671	Galveston	233604		4 0890
68	J Woods Survey		A-212	Galveston	290843	005-86-0600	134 7700
69	S R Tatman Survey		A-378	Brazoria	171099		160 0000
70	John McMillan Survey		A-343	Brazoria	169820		160 0000
71	P Cayce Survey		A-101	Brazoria	163525		160 0000
72	Geo W Wheatley Survey		A-387	Brazoria	171744		160 0000
73	Henry Garlick Survey		A-199	Brazoria	164180		87 0000
74	Hillard Walker Survey		A-390	Brazoria	171751		106 0000
75	L D Lewis Survey		A-322	Brazoria	169449		168 0000

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DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY Nicole Grimm DEPUTY
Nicole Grimm

Tract No.	Survey Name	Section No.	Abstract No.	County	Parcel ID	Source Deed	Acreage
76	John Warnack Survey		A-389	Brazoria	171746		97.2000
77	L D Lewis Survey		A-322	Brazoria	169450		35.4300
Total Acreage							14,789.7640

In the event of inaccuracies in the foregoing legal description, Owner and Grantee shall amend this Agreement to correct such inaccuracies.

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DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: Nicole Grimm DEPUTY
Nicole Grimm

EXHIBIT A-1

**To
Carbon Storage Easement Agreement**

Designation of Portion of Land where Grantee has Mineral Lease Consent Rights

Abstract No	Survey#/Section	Cnty Parcel ID	Survey Name	Source Deed Vol/Pg
Galveston County / Brazoria County				Brazoria County/Galveston County
A-28	No 26	170225(G)	W C M Baker	366/600 658/374
A-28	No 26	358796(G)	W C M Baker	366/600 658/374
A-28	No Sec #	309138(G)	William CM Baker	9125236
A-33	No 23	170978(G)	Francis Q Brown	366/600 658/374
A-33	No 23	170979(G)	Francis Q Brown	366/600 658/374
A-33	No 23	358794(G)	Francis Q Brown	366/600 658/374
A-44	No 35	171489(G)	Daniel Buckley	366/600 658/374
A-44	No 35	309140(G)	Daniel Buckley	366/600 658/374
A-44	No 35	358797(G)	Daniel Buckley	366/600 658/374
A-44	No 35	309140(G)	Daniel Buckley	3243/208
A-44	No Sec #	309141(G)	David Buckley	9125236
A-75	A-199	No 8	182396(G)	H Garlick 366/600 658/374
A-75	A-199	No 8	358793(G)	H Garlick 366/600 658/374
A-75	A-199	No 8	182396(G)	H Garlick 366/600 658/374
A-86		No 11	184723(G)	Mary Harris 366/600 658/374
A-152	A-343	No 6	203447(G)	J MCMillan 366/600 658/374
A-152	A-343	No 6	358790(G)	J MCMillan 366/600 658/374
A-152	A-343	No 6	203447(G)	J MCMillan 366/600 658/374
A-156		No 24	205153(G)	H Meyer 366/600 658/374
A-156		No 24	358795(G)	H Meyer 366/600 658/374
A-209	A-389	No 9	228682(G)	J Warnock 366/600 658/374
A-210	A-390	No 10	228683(G)	H Waller (Walker) 366/600 658/374
A-211	A-387	No 7	228684(G)	Geo Wheatley 366/600 658/374
A-211	A-387	No 7	228685(G)	Geo Wheatley 366/600 658/374
A-211	A-387	No 7	358791(G)	Geo Wheatley 366/600 658/374
A-211	A-387	No 7	358792(G)	Geo Wheatley 366/600 658/374
A-215		No 10	228731(G)	Lindsey T Yowell 366/600 658/374
A-215		No 10	228732(G)	Lindsey T Yowell 366/600 658/374
A-215		No 10	358798(G)	Lindsey T Yowell 366/600 658/374
A-215		No Sec #	309145(G)	Lindsey T Yowell 9125236
A-215		No Sec #	309143(G)	Lindsey T Yowell 9125236

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I hereby certify on **June 10, 2022**



DWIGHT D SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY Nicole Grimm DEPUTY
Nicole Grimm

FILED AND RECORDED

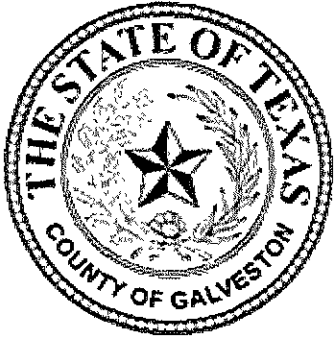
Instrument Number: 2022039048

Recording Fee: 86.00

Number Of Pages: 17

Filing and Recording Date: 06/10/2022 11:33AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*

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DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: *Nicole Grimm* DEPUTY
Nicole Grimm