

CONSTRUCTION LAND ENTRY PERMIT

THE STATE OF TEXAS §
COUNTIES OF GALVESTON §
AND BRAZORIA §
KNOW ALL BY THESE PRESENTS:

This Construction Land Entry Permit (this "Permit") is entered into this 1st day of March 2022, (the "Effective Date"), by and between HALL'S BAYOU RANCH, INC., a Texas corporation, ("Landowner") and BP AMERICA PRODUCTION COMPANY, a Delaware corporation ("Permittee"). Landowner and Permittee may hereinafter sometimes be referred to, collectively, as the "Parties" and, individually, as a "Party."

RECITALS

A. Pursuant to the terms of that certain Surface Use and Access Agreement dated effective March 1, 2022 entered into by and between Landowner and Permittee, a memorandum of which is recorded in the real property records of Galveston and Brazoria Counties, Texas (the "Surface Agreement"), Landowner has granted Permittee use of and access to real property owned by Landowner as more particularly described in the Surface Agreement (the "Land") on the terms set forth in the Surface Agreement for the purpose of developing and operating a carbon capture, utilization and storage project ("CCUS Project").

B. Landowner and Permittee desire to enter into this Permit in order to allow Permittee access to and use of specified portions of the Land for the purpose of constructing or drilling, as applicable, and operating, maintaining, repairing and replacing surface facilities for the CCUS Project, including well pads, appraisal (e.g., stratigraphic and other testing) wells, injection wells, water wells, monitoring wells, generators, pumps, rotating equipment, compressors and storage tanks, data transfer conduits and associated equipment and facilities (collectively, the "Facilities"), on the terms and conditions set forth herein (the "Work"). The specified portion of the Land which Permittee will be granted access to under this Permit is more particularly identified and described on Exhibit A (the "Permit Area").

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

- 1. Entry and Use. Landowner, grants to Permittee the right to enter upon and use the Permit Area for the purposes referenced in Recital B during the term of this Permit.
2. Requirements of Governmental Agencies: Cooperation. Landowner shall assist and fully cooperate with Permittee, at no out-of-pocket expense to Landowner, in complying with or obtaining from any governmental entity or agency having jurisdiction over the Land, any and all permits or approvals required for the Permittee's activities under this Permit. In connection with

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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 DEPUTY
Nicole Grimm

any applications for such approvals, Landowner agrees at Permittee's request to cooperate and assist Permittee in connection with such application (at no out-of-pocket expense to Landowner) at any administrative, judicial or legislative level, including, as applicable, by executing any applications or other documents required to obtain such permits or approvals.

3. **Operations; Restoration Obligation.** Permittee shall conduct its operations in a good and workmanlike manner so as to minimize damage to the Land. Permittee shall not allow debris to accumulate in a dangerous or unsightly manner upon the Land and shall remove construction materials and equipment and all debris attributable to Permittee upon Permittee's completion of the applicable of the aspect of the Work. All slash and debris caused by the performance of the Work will be removed and not pushed into adjoining Landowner's land, so as to leave the Land, roads and Permit Area free from fire, hazards, and debris. Permittee shall also comply with landowner's requirements set forth on Exhibit B attached hereto and made a part hereof ("**Landowner's Requirements**"). All Facilities shall remain the property of Grantee, except as provided below. Upon termination of the Permit, Permittee may and, in the event and to the extent requested by Landowner by written notice to Permittee prior to the termination of the Permit shall, remove all Facilities from the Easement Area and, to the extent possible, Permittee shall restore the applicable portion(s) of the Easement Area to the substantially the same condition existing on the Effective Date. Any Facilities that are allowed to remain within the Easement Area following termination of the Permit shall become the property of Landowner.

4. **Use by Landowner.** The permission granted to Permittee to use the Permit Area pursuant to this Permit is exclusive in nature. Landowner, its successors or assigns shall not have access to the Permit Area and shall otherwise use the Land in a manner that does not prevent or unreasonably interfere with the Work.

5. **Notices.** All notices required to be given hereunder, or given in regard to this Permit 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 or e-mail, when delivered in person or the transmission or the e-mail is received at the address 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 or e-mail address for notices by giving five (5) days advance written notice to the other Party hereto in the manner provided for herein.

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GALVESTON COUNTY, TEXAS

BY: Nicole Grimm DEPUTY  
Nicole Grimm

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 Landowner:

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  
Email: bishop@duckerlawfirm.com

If to Permittee:

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

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

6. Miscellaneous.

6.1. Successors and Assigns. The provisions of this Permit shall run with the land and be binding on and inure to the benefit of the Parties and their respective successors and assigns.

6.2. Entire Agreement; Amendments. Subject to Section 7 below, this Permit constitutes the entire agreement between Landowner and Permittee respecting its subject matter. Any agreement, understanding or representation respecting the Land, the Work, or any other matter referenced herein not expressly set forth in this Permit or a subsequent writing signed by both parties is null and void. This Permit shall not be modified or amended, except in writing

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GALVESTON COUNTY, TEXAS

BY Nicole Grimm DEPUTY  
Nicole Grimm

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.

6.3. Force Majeure. If performance of this Permit 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.

6.4. 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 Permit. No waiver by a Party of any provision of this Permit 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 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 Permit unless otherwise indicated.

6.5. Beneficiaries. 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 Permit.

6.6. Partial Invalidity. Should any provision of this Permit 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.

6.7. No Partnership. Neither the provisions of this Permit, 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 Land or the CCUS Project for any purposes whatsoever. Each party shall, in connection with this Permit,

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GALVESTON COUNTY, TEXAS

BY Nicole Grimm DEPUTY  
Nicole Grimm

the Land, and the CCUS Project take reasonable steps in dealing with third parties to negate any inference that such partnership or joint venture exists.

6.8. Counterparts. This Permit 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.

7. Effect of Surface Agreement. The Parties' rights and obligations under this Permit 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 Permit, the Surface Agreement shall control except that the provisions of this Permit with respect to Landowner's Requirements shall control over any conflicting provisions in the Surface Agreement. This Permit shall terminate concurrently with the termination of the Surface Agreement or, if sooner, following at least 90 days' written notice from Permittee advising Landowner that Permittee has determined that it no longer requires the Permit Area to conduct the CCUS Activity. Permittee's restoration obligations under Section 3 of this Permit shall apply upon termination of the Permit.

[SIGNATURE PAGE TO FOLLOW]

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GALVESTON COUNTY, TEXAS

BY Nicole Grimm DEPUTY  
Nicole Grimm

IN WITNESS WHEREOF, Landowner and Permittee have caused this Permit to be executed and delivered by their duly authorized representatives as of the Effective Date.

**“LANDOWNER”**

**Hall’s Bayou Ranch, Inc., a Texas corporation**

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

THE STATE OF Texas  
COUNTY OF Galveston

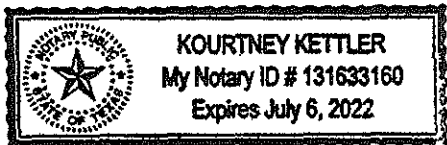
§  
§  
§

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]

*Kourtney Kettler*  
Notary Public in and for the State of Texas



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COUNTY OF GALVESTON

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GALVESTON COUNTY, TEXAS

BY: *Nicole Grimm* DEPUTY  
Nicole Grimm

**“PERMITTEE”**

**BP America Production Company**, a Delaware corporation

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

THE STATE OF Colorado  
COUNTY OF Denver

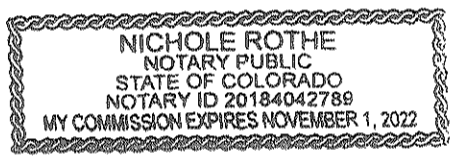
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On March 7<sup>th</sup>, 2022, Stephanie Gannaway of BP America Production Company, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, personally appeared before me 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



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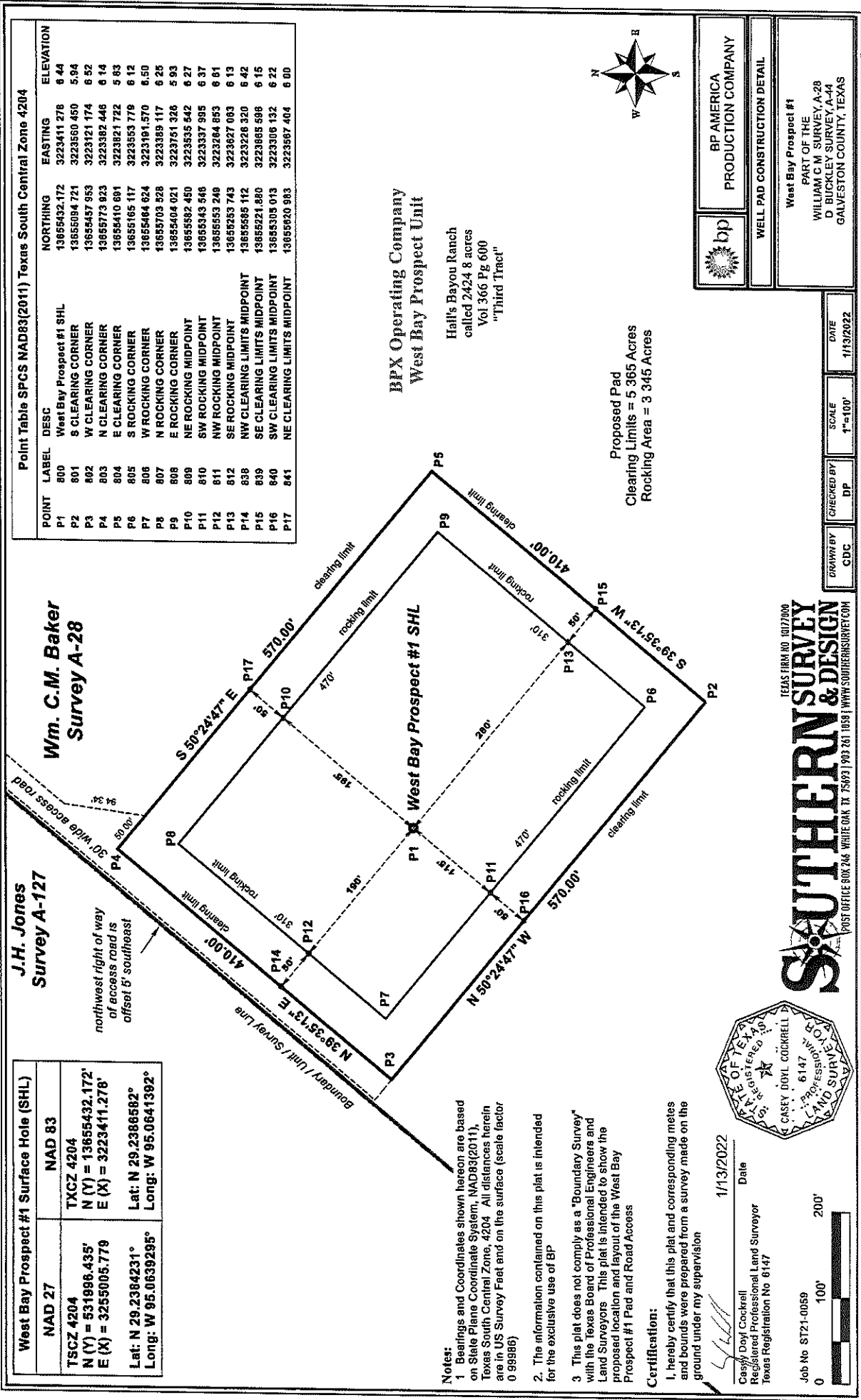
I hereby certify on June 10, 2022



DWIGHT D. SULLIVAN, COUNTY CLERK  
GALVESTON COUNTY, TEXAS

BY: [Signature] DEPUTY  
Nicole Grimm

**EXHIBIT A**



<b>West Bay Prospect #1 Surface Hole (SHL)</b>	
NAD 27	NAD 83
TSCZ 4204	TXCZ 4204
N (Y) = 531986.435'	N (Y) = 13655432.172'
E (X) = 3255005.779	E (X) = 3223411.278'
Lat: N 29.2384231°	Lat: N 29.2388682°
Long: W 95.0639295°	Long: W 95.0641392°

POINT LABEL	DESC	NORTHING	EASTING	ELEVATION
P1	West Bay Prospect #1 SHL	13655432.172	3223411.278	6.44
P2	S CLEARING CORNER	13655094.721	3223560.450	6.94
P3	W CLEARING CORNER	13655457.953	3223121.174	6.82
P4	N CLEARING CORNER	13655773.823	3223382.446	6.14
P5	E CLEARING CORNER	13655410.691	3223821.722	6.83
P6	S ROCKING CORNER	13655165.117	3223553.779	6.12
P7	W ROCKING CORNER	13655404.624	3223191.570	6.50
P8	N ROCKING CORNER	13655703.528	3223389.117	6.25
P9	E ROCKING CORNER	13655404.021	3223751.326	5.93
P10	NE ROCKING MIDPOINT	13655582.450	3223353.542	6.27
P11	SW ROCKING MIDPOINT	13655343.546	3223337.995	6.37
P12	NW ROCKING MIDPOINT	13655553.249	3223264.853	6.61
P13	SE ROCKING MIDPOINT	13655253.743	3223627.083	6.13
P14	NW CLEARING LIMITS MIDPOINT	13655585.112	3223226.320	6.42
P15	SE CLEARING LIMITS MIDPOINT	13655241.880	3223665.598	6.15
P16	SW CLEARING LIMITS MIDPOINT	13655305.073	3223306.132	6.22
P17	NE CLEARING LIMITS MIDPOINT	13655620.983	3223587.404	6.00

**BPX Operating Company  
West Bay Prospect Unit**

Hall's Bayou Ranch  
called 2424 8 acres  
Vol 366 Pg 600  
"Third Tract"

Proposed Pad  
Clearing Limits = 5.365 Acres  
Rocking Area = 3.345 Acres

**BP AMERICA  
PRODUCTION COMPANY**

**WELL PAD CONSTRUCTION DETAIL**

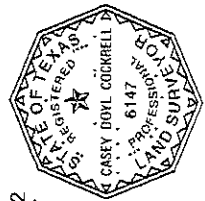
West Bay Prospect #1  
PART OF THE  
WILLIAM C.M. SURVEY A-28  
D. BUCKLEY SURVEY, A-44  
GALVESTON COUNTY, TEXAS

DRAWN BY CDC	CHECKED BY DP	SCALE 1"=100'	DATE 11/13/2022
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TEXAS FIRM NO. 0077000

**SOUTHERN SURVEY & DESIGN**

POST OFFICE BOX 246 WHITE OAK TX 75693 1903 261 10391 WWW.SOUTHERNSURVEY.COM



- Notes:**
- Bearings and Coordinates shown hereon are based on State Plane Coordinate System, NAD83(2011), Texas South Central Zone, 4204. All distances herein are in US Survey Feet and on the surface (scale factor 0.99986)
  - The information contained on this plat is intended for the exclusive use of BP
  - This plat does not comply as a "Boundary Survey" with the Texas Board of Professional Engineers and Land Surveyors. This plat is intended to show the proposed location and layout of the West Bay Prospect #1 Pad and Road Access

**Certification:**  
I, hereby certify that this plat and corresponding metes and bounds were prepared from a survey made on the ground under my supervision

Casey Doyle Cockrell  
Registered Professional Land Surveyor  
Texas Registration No 6147

11/13/2022

Date

Job No. ST21-0059  
0



Towers PC

STATE OF TEXAS  
COUNTY OF GALVESTON

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DWIGHT D SULLIVAN, COUNTY CLERK  
GALVESTON COUNTY, TEXAS

BY Nicole Grimm DEPUTY  
Nicole Grimm





**EXHIBIT B**

**Landowner's Requirements**

1. Permittee shall provide a list, updated at the request of Landowner, of all employees, agents, contractors, licensees and invitees regularly allowed to access the land on Permittee's behalf. Said list shall include a local point of contact. In the event any employee, agent, contractor, licensee, or invitee of Permittee is found to be fishing, hunting or otherwise engaging in activities not in the regular course of Permittee's business operations they shall be immediately expelled from the premises until such time as Landowner and a representative of Permittee have the opportunity to discuss those actions.
2. Landowner conducts commercial farming, ranching and recreational activities on the land covered by this Permit. Permittee shall instruct its employees and contractors to eliminate all unnecessary honking of vehicular horns, buzzers, or other intermittent noise making devices upon the lands. In the event excessive noise pollution from the permit area disturbs commercial operations on the land, Landowner may elect to construct an earthen berm at a mutually agreeable location in order to minimize the noise effect on Landowner's commercial operations.
3. Permittee shall be restricted in accessing the easement before 7:00 a.m. (cst) beginning Sept 1 of each calendar year until February 1 of each calendar year so as not to interfere with Landowner's commercial activities upon the land.
4. Permittee shall exercise their best efforts to eliminate excess light pollution from the permit area on the land. In exercising this right Permittee shall confer with Landowner concerning the lighting of the permit area and use their best efforts to accommodate Landowner's request to eliminate excessive light pollution.
5. Permittee shall cause any open trench on the land to be fenced or temporarily blocked off so as to keep Landowner's livestock from being harmed by Permittee's operations.
6. All above ground facilities regardless of size shall be appropriately fenced off so as to prevent damage to those facilities or Landowner's livestock from becoming entangled therein.
7. All Gates, Gaps, Guards, fence crossings and atv overs shall be constructed of an appropriate material so as to withstand as reasonable as possible the harsh saltwater conditions present upon the land.
8. Fences shall be built using 5 strands of barbed wire, using the Gaucho brand barbed wire. There are to be no metal fence posts.

B-1

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DWIGHT D. SULLIVAN, COUNTY CLERK  
GALVESTON COUNTY, TEXAS

BY Nicole Griffin DEPUTY  
Nicole Griffin

**FILED AND RECORDED**

Instrument Number: 2022039049

Recording Fee: 62.00

Number Of Pages: 11

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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GALVESTON COUNTY, TEXAS

BY: *Nicole Grmm* DEPUTY  
Nicole Grmm