

2022022962

ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS

COUNTY OF JEFFERSON

00 00 00

I CERTIFY THIS IS A TRUE COPY Witness my Hand and Seal of Office

JUL 0 5 2022

LAURIE LEISTER, COUNTY CLERK

JEFFERSON COUNTY, TEXAS

BY Bolinda & Bush DEPUT

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 ("Assignoe") 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 Jefferson County, Texas 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 Jefferson County, Texas 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 Jefferson County, Texas 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 (i) 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

TRUE AND CORRECT COPY OF ORIGINAL FILED IN JEFFERSON COUNTY CLERK'S OFFICE

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) NOTWITESTANDING ANYTHING HEREIN TO THE CONTRARY, ASSIGNEEE FOREVER WAIVES, AND ASSIGNOR SHALL HAVE NO LIABILITY FOR ANY ACTUAL OR ALLEGED TITLE DEFECTS.

2 Disclaimers of Warranties

- (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 Agreements 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
- Subject to Contribution Agreement 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.
- Counterparts 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 country 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 Waiver of Compliance 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

<u>ASSIGNOR</u>

BP AMERICA PRODUCTION COMPANY

	By Shandy Eleb Name Shandy Robl
	Title Attorney-in-Fact
STATE OF TEXAS	§
	§
COUNTY OF HARRIS	§
sworn, did say that she is	to me personally known, who, being by me duly Attorney-in-Fact for BP AMERICA PRODUCTION poration, and that said instrument was signed on behalf
Given under my hand and sea	al this Zyrday of Junser, 2022
My Commussion Expires	Notary Public, State of Texas Kelley Myers
KELLEY MYER My Notary ID # 1319 Expires April 4, 20	Name (Typed ouPrinted)



ASSIGNEE

BPX OPERATING COMPANY

Name Stephanie Gannaway
Title Attorney-in-Fact

STATE OF TEXAS	§	
	§	
COUNTY OF HARRIS	§	
On this 28 d Stephanic Ford sworn, did say that she is that said instrument was s	Attorney-In-Fact fo	, 2022, before me appeared personally known, who, being by me duly for BPX OPERATING COMPANY, and f said corporation
Given under my hand and	seal this Zs d	ay of <u>June</u> , 2022
My Commission Expires		Notary Public, State of Texas
KELLEY MYE My Notary ID # 13* Expires April 4,	960396	Killey Myers Name (Fyped or Printed) 131960396

Notary's Identification Number

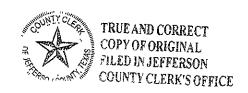


EXHIBIT "A-1" Attached to and made a part of that certain Assignment and Bill of Sale from BP America Production Company as Assigner, to BPX Operating Company, as Assignee, effective March 1, 2022

		Leas	es						
Agmt No	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec Date	State	County	Book	Page	Rcpt/Regis
0018449000	MCFADDIN, WPH ET AL	YOUNT-LEE OIL COMPANY	Private Leasehold	5/11/1925	TEXAS	JEFFERSON	1123	458	N/A
028985000	STANOLIND OIL AND GAS COMPANY	THE PURE OIL COMPANY	Term Assignment	5/16/1955	TEXAS	JEFFERSON	979	380	456351
2.3736000	NORRIS, W G, ET UX	DISHMAN, H E	Private Leasehold	12/30/1957	TEXAS	JEFFERSON	1093	281	N/A
C047646000	PAN AMERICAN PETROLEUM CORPORATION	DOVE OIL COMPANY	Term Assignment	12/31/1960	TEXAS	JEFFERSON	1245	323	372274
0421856000	HENRY LEE GRIFFITH ET UX	THE ATLANTIC REFINING COMPANY	Private Leasehold	12/09/1961	TEXAS	JEFFERSON	1290	584	N/A
C051968000	PAN AMERICAN PETROLEUM CORPORATION	STATE OF TX - STATE HWY COMMISSION	Granted Mineral Lease	4/22/1963	TEXAS	JEFFERSON	1345	388	N/A
C066795000	PAN AMERICAN PETROLEUM CORPORATION	SCOTT W MYERS ET AL	Granted Mineral Lease	3/10/1967	TEXAS	JEFFERSON	1495	244	304024
C084210000	AMOCO PRODUCTION COMPANY	CARD, INC	Granted Mineral Lease	6/01/1973	TEXAS	JEFFERSON	N/A	N/A	Unknown
/R004797000	VASTAR RESOURCES INC	AYCO ENERGY PARTNERS, LTD	Granted Mineral Lease	8/30/1999	TEXAS	JEFFERSON	N/A	N/A	1999037565
7R006208000	VASTAR RESOURCES INC	CENTENNIAL OIL & GAS INVESTMENT INC	Granted Mineral Lease	11/01/2000	TEXAS	JEFFERSON	N/A	N/A	2000046263
C192137000	AMOCO PRODUCTION COMPANY	HILCORP ENERGY I, L P	Granted Mineral Lease	6/01/2001	TEXAS	JEFFERSON	N/4	N/A	200:02497
C163218000	AMOCO PRODUCTION COMPANY	CENTENNIAL OIL & GAS INVESTMENTS LTD	Granted Mineral Lease	11/01/2001	TEXAS	JEFFERSON	N/A	N/A	200104193
C174748000	BP AMERICA PRODUCTION COMPANY	DUNCAN OIL PARTNERS	Granted VLneral Lease	10/10/2002	TEXAS	JEFFERSON	1611	230	200203881
C174763000	BP AMERICA PRODUCTION COMPANY	DUNCAN OIL PARTNERS	Granted Mineral Lease	12/01/2002	TEXAS	JEFFERSON	1790	646	N/A
C171718000	BP AMERICA PRODUCTION COMPANY	CENTENNIAL OIL & GAS INVESTMENTS LTD	Granted Mineral Lease	3/30/2004	TEXAS	JEFFERSON	560	229	200401737 e 1 of 2 Exhibit



		Lea	ses						
Agmt No	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec Date	State	County	Book	Page	Rcpt /Regis
C171719000	BP AMERICA PRODUCTION COMPANY	CENTENNIAL OIL & GAS IVVESTMENTS LTD	Granted Mineral Lease	3/30/2004	TEXAS	JEFFERSON	N/A	N/A	2004017371
C174648000	BP AMERICA PRODUCTION COMPANY	SAMSON LOVE STAR LIMITED PARTNERSHIP	Granted Mineral Lease	8/01/2004	TEXAS	JEFFERSON	N/A	N/A	2004032009
C193922000	BP AMERICA PRODUCTION COMPANY	SPINDLETOP RENAISSANCE LP	Granted Mineral Lease	1/10/2007	TEXAS	JEFFERSON	816	011	2007004598
C194596000	BP AMERICA PRODUCTION COMPANY	SPINDLETOP RENAISSANCE LP	Granted Mineral Lease	8/29/2007	TEXAS	JEFFERSON	968	566	20070417.8
C199731000	BP AMERICA PRODUCTION COMPANY	AYCO EVERGY PARTNERS LTD	Granted Mineral Lease	3/04/2009	TEXAS	JEFFERSON	1006	229	2009008338
C301522000	BP AMERICA PRODUCTION COMPANY	CIMAREX ENERGY COMPANY	Granted Minera Lease	4/21/2009	TEXAS	JEFFERSON	945	1	2009018494
C301524000	BP AMERICA PRODUCTION COMPANY	CIMAREX ENERGY COMPANY	Granted Mineral Lease	6/01/2009	TEXAS	JEFFERSON	920	343	2009023082
C301534000	BP AMERICA PRODUCTION COMPANY	CIMAREX ENERGY COMPANY	Granted Mineral Lease	9/14/2009	TEXAS	JEFFERSON	898	813	2009037422
C301533000	BP AMERICA PRODUCTION COMPANY	CIMAREN ENERGY COMPANY	Granted Mineral Lease	9/15/2009	TEXAS	JEFFERSON	959	653	2009037423
C301539000	BP AMERICA PRODUCTION COMPANY	CIMAREX ENERGY COMPANY	Granted Mineral Lease	9/16/2009	TEXAS	JEFFERSON	N/A	N/4	2009037421
C301540000	BP AMERICA PRODUCTION COMPANY	CIMAREX ENERGY COMPANY	Granted Mineral Lease	9/17/2009	TEXAS	JEFFERSON	N/A	VΑ	2009037420
1003450000	BP AMERICA PRODUCTION COMPANY	KINGWOOD EXPLORATION LLC	Granted Mineral Lease	1/11/2012	TEXAS	JEFFERSON	N/A	N/A	2012022077
1510026000	BP AMERICA PRODUCTION COMPANY	BALLARD EXPLORATION COMPANY INC	Granted Mineral Lease	7/01/2018	TEXAS	JEFFERSON	N/A	N/A	2018028590

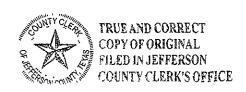


EXHIBIT "A-2" Attached to and made a part of that certain Ass gament and Bill of Sale from BP America Production Company as Assignor to BPX Operating Company, as Assignee effective March ., 2022

		Mmeral Int	terests						
Agmt No	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec Date	State	County	Book	Page	Rcpt./Regis
0421828000	DAVID S SPEER	SPANGLER OIL COMPANY	Mineral Only	4/17/2001	TEXAS	JEFFERSON	42	388	N/A
0421827002	BP AMERICA PRODUCTION COMPANY	SAMSON LONE STAR LIMITED PAR INERSHIP	Royalty	1/24/2006	TÉXAS	JEFFERSON	Ν/A	N⁄Α	2006004673
0421827001	LEE, G J	ATLANTIC OIL PRODUCING COMPANY	Mineral Only	2/24/1925	TEXAS	JEFFERSON	245	137	N/A
0900640001	MORROW, WRIGHT	STANOLIND OIL AND GAS COMPANY	Mineral and Surface	7/31/1935	TEXAS	JEFFERSON	397	281	N/A
0900641002	WILSON J C	YOUNT LEE OIL COMPANY	Mineral Only	1/10/1927	TEXAS	JEFFERSON	278	356	N/A
0900642000	BLANCHETTE H L ET AL	YOUNT-LEE OIL COMPANY	Mineral Only	L/10/1934	TEXAS	JEFFERSON	397	11	N/A
0900543000	MORROW, WRIGHT	STANOLIND OIL AND GAS COMPANY	Mineral and Surface	7/31/1935	TEXAS	JEFFERSON	397	297	N/A
0900755001	YOUNT LEE OIL COMPANY	MORROW WRIGHT	Royalty	7/31/1935	TEXAS	JEFFERSON	411	225	N/A
0900644000	MC FADDIN, W P H	YOUNT-LEE OIL COMPANY	Mineral Only	7/01/1926	TEXAS	JEFFERSON	269	534	N/A
0900645000	MORROW, WRIGHT	STANOLIND OIL AND GAS COMPANY	Mineral Only	8/01/1935	TEXAS	JEFFERSON:	397	291	N/A
0910143001	MORGAN GEORGE B, ET AL	SALT MOUNT OIL CORPORATION	Royalty	3/04/1936	TEXAS	JEFFERSON	411	303	N/A
0910.44002	MELVILLE, H V	SALT MOUNT OIL CORPORATION	Royalty	2/11/1938	TÉXAS	JEFFERSON	444	631	N/A
0910144001	PEELER, GLEN D	SALT MOUNT	Royalty	3/07/1938	TEXAS	JEFFERSON	423	425	N/A
0910146001	RICHARD W HIBBERT	MIDWEST OIL CORPORATION	Royalty	4/13/1953	TEXAS	JEFFERSON	893	536	N/A
0421830060	HOUSTON OIL COMPANY	ATLANTIC RICHFIELD COMPANY	Museral Only	6/06/1956	TEXAS	JEFFERSON	1027	492	N/A
0421840060	HOUSTON OIL COMPANY	ATLANTIC RICHFIELD COMPANY	Mineral Only	6/06/1956	TEXAS	JEFFERSON	330	339	N/A
0905062000	MEREDITH, OTIS	HUFFMAN, MAXWELL C	Mineral Only	11/22/1965	TEXAS	JEFFERSON	1448	436	N/A

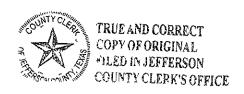


EXHIBIT "B" Attached to and made a part of that certain Assignment and Bill of Sale from BP America Production Company as Assignor, to BPX Operating Company, as Assignee effective March 1, 2022

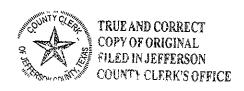
		Easements	5						
Agmt No	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec Date	State	County	Book	Page	Rept /Regis
C023508000	CITY OF BEAUMONT	STANOLIND OIL AND GAS COMPANY	Easement / Right-of-Way	3/18/1952	TEXAS	JEFFERSON	N/A	N/A	Unknown
C003631000	W M AVERILL ET AL	YOUNT-LEE OIL COMPANY	Easement / Right-of-Way	4/01/1932	TEXAS	JEFFERSON	475	147	V/A
C004015000	YOUNT-LEE OIL COMPANY	UNITED GAS PUBLIC SERVICE CO	Easement / Right-of-Way	11/29/1933	TEXAS	JEFFERSON	N/A	N/A	Unrecorded
C004590000	STANOLIND OIL AND GAS COMPANY	THE STATE OF TEXAS	Easement / Right-of-Way	1/08/1936	TEXAS	JEFFERSON	N/A	N/A	Unknown
C005325000	KANSAS CITY SOUTHERN RAILWAY ETAL	STANOLIND OIL AND GAS COMPANY	Easement / Right-of-Way	11/28/1936	TEXAS	JEFFERSON	N/A	V/A	Unrecorded
C005260000	STANOLIND OIL AND GAS COMPANY	HUVIBLE OIL & REFINING COMPANY	Easement / Right-of-Way	12/21/1936	TEXAS	JEFFERSON	427	516	N/A
C004303000	STANOLIND OIL AND GAS COMPANY	JEFFERSON COUNTY COMMISSIONERS COURT	Easement / Right-of-Way	1/26/1938	TELAS	JEFFERSON	445	179	MA
C008443000	FANNIE DAVIS CROW ET AL	STANOLIND OIL AND GAS COMPANY	Easement / Right-of-Way	8/12/1941	TEXAS	JEFFERSON	N/A	N/A	Unrecorded
C011056000	STANOLIND OIL AND GAS COMPANY	GLENN'H MCCARTHY	Easement / Right-of-Way	12/22/1944	TEXAS	JEFFERSON	273	636	N/A
C011708000	STANOLIND OIL AND GAS COMPANY	GLENN H MCCARTHY	Easement / Right-of-Way	10/04/1945	TEXAS	JEFFERSON	NA	N/A	607293
C012724000	STANOLIND OIL AND GAS COMPANY	JEFFERSON COUNTY DRAINAGE DISTRICT #7	Surface Agmt	6/30/1947	TEXAS	JEFFERSON	301	668	578181
C014149000	STANOLIND OIL AND GAS COMPANY	THE TEXAS PIPE LINE COMPANY	Easement / Right-of-Way	12/11/1947	TEXAS	JEFFERSON	690	328	219926
C014240000	STANOLIND OIL AND GAS COMPANY	A B MARSHALL	Surface Agmt	1/07/1948	TEXAS	JEFFERSON	N/A	N/A	Unknown
C014978000	STANOLIND OIL AND GAS COMPANY	DEFFERSON PIPE LINE COMPANY	Easement / Right-of-Way	6/28/1948	TEXAS	JEFFERSON	712	265	566760
C023328000	STANOLIND OIL AND GAS COMPANY	UNITED GAS PIPE LINE COMPANY	Easement / Right-of-Way	2/05/1952	TEXA5	JEFFERSON	807	413	519288

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		Easements							***************************************
Agmt No	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec Date	State	County	Book	Page	Rept/Regis.
C023817000	STANOLIND OIL AND GAS COMPANY	UNITED GAS PIPE LINE COMPANY	Easement / Right-of-Way	4/01/1953	TEXAS	JEFFERSON	893	227	488400
C023876000	STANOLIND OIL AND GAS COMPANY	CITY OF BEAUMONT	Easement / Right-of-Way	5/20/1953	TEXAS	JEFFERSON	970	-14	459684
C023946000	STANOLIND OIL AND GAS COMPANY	HIGWAY COMMISSION STATE OF TEXAS	Easement / Right-of-Way	7/17/1953	TEXAS	JEFFERSON	906	309	483826
C024056000	STANOLIND OIL AND GAS COMPANY	jefferson county	Easement / Right-of-Way	9/30/1953	TEXAS	JEFFERSON	945	228	469365
C024072000	STANOLIND OIL AND GAS COMPANY	JEFFERSON COUNTY DRAINAGE DISTRICT NO 7	Easement / Right-of-Way	10/13/1953	TEXAS	JEFFERSON	912	546	481739
C028405000	STANOLIND OIL AND GAS COMPANY	TEXAS GULF SULPHUR COMPANY	Surface Agmt	5/25/1954	TEXAS	JEFFERSON	938	546	472150
C028428000	STANOLIND OIL AND GAS COMPANY	GULF STATES UTILITIES COMPANY	Easement / Right of-Way	6/16/1954	TEXAS	JEFFERSON	N/A	N/4	Unknown
C028621000	CITY OF BEAUMONT	STANOLIND OIL AND GAS COMPANY	Easement / Right-of-Way	10/19/1954	TEXAS	JEFFERSON	N/A	N/A	Unknown
C031699000	STANOLIND OIL AND GAS COMPANY	JACK S JOSEY	Surface Only	10/03/1955	TEXAS	JEFFERSON	1034	487	N/A
C031759000	STANOLIND OIL AND GAS COMPANY	TEXAS GULF SULPHUR COMPANY	Surface Agmt	1/11/1956	TEXAS	IEFFERSON	1050	308	437807
C031760000	STANOLIND OIL AND GAS COMPANY	MAGNOLIA PIPE LINE COMPANY ET AL	Easement / Right-of-Way	1/13/1956	TEXAS	JEFFERSON	1076	424	428407
C032139000	STANOLIND OIL AND GAS COMPANY	JOSEY, JACK S	Surface Only	6/18/1956	TEXAS	JEFFERSO\	N/A	N/A	32139
C032149000	STANOLIND OIL AND GAS COMPANY	SOUTHWESTERN BELL TELEPHONE COMPANY	Easement / Right-of-Way	8/13/1956	TEXAS	JEFFERSON	1040	29.	670919
C032175000	STANOLIND OIL AND GAS COMPANY	TEXAS GAS CORPORATION	Easement / Right-of-Way	8/24/1956	TEXAS	JEFFERSON	1051	72	437317
C036006000	MARY BELLE BROUSSARD C RAILROAD CROSSING AGREEMENT	STANOLIND OIL AND GAS COMPANY	Easement / Right-of-Way	11/02/1956	TEXAS	JEFFERSON	N/A	N/A	Unrecorded
C035796000	STANOLIND OIL AND GAS COMPANY	PURE TRANSPORTATION COMPANY	Easement / Right-of-Way	11/23/1956	TEXAS	JEFFERSON	1094	100	422338
C039269000	PAN AMERICAN PETROLEUM CORPORATION	JOSEY, JACK S	Surface Only	3/07/1957	TEXAS	JEFFERSON	1063	372	432938
C036071000	S ROY WHITE AND ETHYLE WHITE	STANOLIND OIL AND GAS COMPANY	Surface Agmt	3/15/1957	TEXAS	JEFFERSON	N/A	N/A	Unkrown
C039282000	STANOLIND OIL AND GAS COMPANY	CITY OF BEAUMONT	Surface Agmt	8/12/1957	TEXAS	JEFFERSON	N/A	N/A	Unknown

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Agmt No	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec Date	State	County	Book	Page	Rept./Regis
C039465000	GULF STATES UT CO ELEC SERVICE LINE	GULF STATES UTILITIES COMPANY	Easement / Right-of-Way	10/28/1957	TEXAS	JEFFERSON	N/A	N/A	Unrecorded
C042287000	PAN AMERICAN PETROLEUM CORPORATION	GULF STATES UTILITIES COMPANY ET AL	Easement / Right-of-Way	3/09/1958	TEXAS	JEFFERSON	1160	522	398126
C039663000	HUMBLE OIL & REFININNG CO PIPE LINE ROW	HUMBLE OIL & REFINING COMPANY	Easement / Right-of-Way	3/14/1958	TEXAS	JEFFERSON	N/A	N/A	Unrecorded
C039703000	FRIO PIPE LINE COMPANY	PAN AMERICAN PETROLEUM CORPORATION	Easement / Right-of-Way	4/01/1958	TEXAS	JEFFERSON	1224	236	N/A
C039704000	PAN AMERICAN PETROLEUM CORPORATION	FRIO PIPE LINE COMP ANY	Easement / Right-of-Way	4/01/1958	TEXAS	JEFFERSON	1 18	277	N/A
C039748000	STANOLIND OIL AND GAS COMPANY	GULF STATES UTILITIES COMPANY	Easement / Right-of-Way	4/21/1958	TEXAS	JEFFERSON	1234	517	359507
C042718000	PAN AMERICAN PETROLEUM CORPORATION	KILROY COMPANY OF TEXAS INC	Easement / Right-of-Way	6/19/1958	TEXAS	JEFFERSON	1249	603	371050
C040123000	PAN AMERICAN PETROLEUM CORPORATION	STATE OF TEXAS-STATE HIGHWAY COMMISSION	Easement / Right-of-Way	10/08/1958	TEXAS	JEFFERSON	1140	630	405059
C040095000	PAN AMERICAN PETROLEUM CORPORATION	TEXAS BRINE CORPORATION	Easement / Right-of-Way	11/06/1958	TEXAS	JEFFERSON	1137	141	405815
C042206001	PAN AMERICAN PETROLEUM CORPORATION	UNITED GAS PIPE LINE COMPANY	Surface Agmt	1/14/1959	TEXAS	JEFFERSON	1153	121	400404
C042206002	PAN AMERICAN PETROLEUM CORPORATION	UNITED GAS PIPE LINE COMPANY	Easement / Right-of-Way	1/14/1959	TEXAS	JEFFERSON	1208	236	378197
C042333000	PAN AMERICAN PETROLEUM CORPORATION	CITY OF BEAUMONT	Easement / Right-of-Way	2/15/1959	TEXAS	JEFFERSON	N/A	N/A	Unrecorded
C042560000	PAN AMERICAN PETROLEUM CORPORATION	DICKSON, J AUBREYJR ET AL	Surface Only	4/22/1959	TEXAS	JEFFERSON	1167	128	395579
C042841000	PAN AMERICAN PETROLEUM CORPORATION	GULF STATES UTILITIES COMPANY ET AL	Easement / Right-of-Way	8/21/1959	TEXAS	JEFFERSON	1462	214	315510
C042982000	PAN AMERICAN PETROLEUM CORPORATION	UNITED GAS PIPE LINE COMPANY	Easement / Right-of-Way	11/06/1959	TEXAS	JEFFERSON	1196	578	382879
C047339000	PAN AMÉRICAN PETROLEUM CORPORATION ÉT AL	SUBURBAN GAS GATHERING COMPANY ET AL	Surface Agmt	1/19/1960	TEXAS	JEFFERSON	1204	63	380627
C043123000	PAN AMERICAN PETROLEUM CORPORATION	UNITED GAS PIPE LINE COMPANY	Easement / R.ght-of-Wa,	1/25/1960	TEXAS	JEFFERSON	1209	60	378479



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Agmt No	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec Date	State	County	Book	Page	Rcpt/Regis
C043110000	PAN AMERICAN PETROLEUM CORPORATION	CITY OF BEAUMONT	Easement / Right-of-Way	1/27/1950	TEXAS	JEFFERSON	1220	614	37+869
C047244000	PAN AMERICAN PETROLEUM CORPORATION	GULF STATES UTILITIES COMPANY	Surface Agmt	4/29/1960	TEXAS	JEFFERSON	N/A	N/A	Unrecorded
C047258000	PAN AMERICAN PETROLEUM CORPORATION	SERVICE PIPE LINE COMPANY	Easement / Right-of-Way	5/17/1960	TEXAS	JEFFERSON	1225	280	362241
C047283000	PAN AMERICAN PETROLEUM CORPORATION	THE PURE OIL COMPANY	Easement / Rught-of-Way	0961/10/9	TEXAS	JEFTERSON	1228	169	365720
C047685000	PAN AMERICAN PETROLEUM CORPORATION	GULF OIL CORPORATION	Surface Agmt	1/23/1961	TEXAS	JEFFERSON	1248	245	371215
C047882000	PAN AMERICAN PETROLEUM CORPORATION	HUMBLE OIL & REFINING COMPANY	Easement / Rught-of-Wav	5/05/1961	TEXAS	JEFFERSON	1262	526	369294
C047965000	PAN AMERICAN PETROLEUM CORPORATION	HUDSON GAS & OIL CORPORATION	Easement / Right-of-Way	6/06/1961	TEXAS	JEFFERSON	1272	491	268236
C048078000	PAN AMERICAN PETROLEUM CORPORATION ET AL	GULF STATES UTILITIES COMPANY ET AL	Surface Agmt	8/02/1961	TEXAS	JEFFERSON	1287	262	364713
C051272000	PAN AMERICAN PETROLEUM CORPORATION	SERVICE PIPE LINE COMPANY	Easement / Right-of-Wey	11/08/1961	TEXAS	JEFFERSON	1301	479	275699
C051360000	PAN AMERICAN PETROLEUM CORPORATION	HUMBLE PIPE LINE COMPANY	Easement / Rught-of-Way	2/16/1962	TEXAS	JEFFERSON	1311	288	280418
C051423000	PAN AMERICAN PETROLEUM CORPORATION	TEXACO INC	Easement / Right-of-Way	3/19/1962	TEXAS	JEFFERSON	302	366	277229
C051426000	SASSINE, S	PAN AMERICAN PETROLEUM CORPORATION	Easement / Right-of-Way	3/21/1962	TEXAS	JEITERSON	961	583	N/A
C051454000	PAN AMERICAN PETROLEUM CORPORATION	NICHOLS DEVELOPMENT COMPANY ET AL	Easement / Roght-of-Way	3/30/1962	TEXAS	JEFFERSON	1299	284	274880
00087578000	PAN AMERICAN PETROLEUM CORPORATION	CITY OF PORT ARTHUR	Easement / Right-of-Way	6/14/1962	TEXAS	JEFFERSON	1308	612	279532
C051668000	PAN AMERICAN PETROLEUM CORPORATION	SERVICE PIPE LINE COMPANY	Easement / Rught-of-Way	8/16/1962	TEXAS	JEFFERSON	1318	585	286766
C051713000	PAN AMERICAN PETROLEUM CORPORATION	GULF REFINING COMPANY ET AL	Easement / Right-of-Way	9/11/1962	TEXAS	JEFFERSON	1319	452	287048
C052110000	PAN AMERICAN PETROLEUM CORPORATION	UNION CARBIDE CORPORATION	Easement / Right-of-Way	5/14/1963	TEXAS	JEFFERSON	N/A	N/A	Unrecorded
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Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec Date	State	County	Book	Page	Rcpt./Regis
C058386000	DOLAN, ZELIE D ET AL	PAN AMERICAN PETROLEUM CORPORATION	Surface Agmt	6/21/1963	TEXAS	JEFFERSON	1750	632	N/A
C052200000	PAN AMERICAN PETROLEUM CORPORATION	GULF STATES UTILITIES COMPANY	Easement / Right-of-Way	7/10/1963	TEXAS	TEFFERSON	N/A	N/A	Unrecorded
C058552000	PAN AMERICAN PETROLEUM CORPORATION	GULF STATES UTILITIES COMPANY ET AL	Easement / Right-of-Way	4/22/1964	TEXAS	JEFFERSON	N/A	N/A	Unrecorded
C058769000	PAN AMERICAN PETROLEUM CORPORATION	THE PURE OIL COMPANY	Surface Agmt	7/21/1964	TEXAS	JEFFERSON	1395	545	338704
C058783000	PAN AMERICAN PETROLEUM CORPORATION	L O ROEDAHL, INC	Surface Only	8/03/1964	TEXAS	JEFFERSON	1396	629	338429
C059084000	PAN AMERICAN PETROLEUM CORPORATION	CITY OF PORT ARTHUR	Easement / Right-of-Way	3/05/1965	TEXAS	JEFFERSON	1424	412	328730
C059105000	PAN AMERICAN PETROLEUM CORPORATION	W I NAYLOR ET UX	Surface Agmt	4/08/1965	TEXAS	JEFFERSON	1423	185	328957
C059106000	PAN AMERICAN PETROLEUM CORPORATION	WI NAYLOR ET UX	Surface Agmt	4/21/1965	TEXAS	JEFFERSON	N/A	N/A	Unrecorded
C059138000	GULF STATES UTILITIES COMPANY	PAN AMERICA PETROLEUM CORPORATION	Easement / Right-of-Way	5/13/1965	TEXAS	JEFFERSON	1430	494	VA
C059128000	PAN AMÉRICAN PETROLEUM CORPORATION	LOWER NECHES VALLEY AUTHORITY	Easement / Right-of-Way	6/03/1965	TEXAS	JEFFERSON	1440	502	322993
C066111000	PAN AMERICAN PETROLEUM CORPORATION	LOWER NECHES VALLEY AUTHORITY	Surface Agmt	11/05/1965	TEXAS	JEFFERSON	1446	212	320856
C066318000	PAN AMERICAN PETROLEUM CORPORATION	CITY OF BEAUMONT	Easement / Right-of-Way	3/25/1966	TEXAS	JEFFERSON	1465	381	314582
C066790000	PAN AMERICAN PETROLEUM CORPORATION	TEXACO INC	Easement / Right-of-Way	3/21/1967	TEXAS	JEFFERSON	1499	560	302856
C066987000	PAN AMERICAN PETROLEUM CORPORATION	JEFFERSON COUNTY DRAINAGE DISTRICT NO 7	Easement / Right-of-Way	8/08/1967	TEXAS	JEFFERSON	1554	210	264912
C071042000	FIRST METHODIST CHURCH OF BEAUMONT	PAN AMERICAN PETROLEUM CORP	Easement / Right-of-Way	8/30/1967	TEXAS	JEFFERSON	1518	75	N/A
C071088000	PAN AMERICAN PETROLEUM CORPORATION	HUMBLE PIPE LINE COMPANY	Easement / Right-of-Way	10/26/1967	TEXAS	JEFFERSON	1523	492	296905
C071162000	GULF STATES UTILITIES COMPANY	PAN AMERICAN PETROLEUM CORP	Easement / Right-of-Way	11/17/1967	TEXAS	JEFFERSON	1528	444	N/A



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Agmt No	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec Date	State	County	Book	Page	Rept /Regi
C071135000	GARNET AVENUE BAPTIST CHURCH	PAN AMERICAN PETROLEUM CORP	Easement / Right-of-Way	11/20/1967	TEXAS	JEFFERSON	943	35	N/A
C071340000	PAN AMERICAN PETROLEUM CORPORATION	PIPE LINE TECHNOLOGISTS INC	Easement / Right-of-Way	6/21/1968	TEXAS	JEFFERSON	1566	121	261521
C071566000	PAN AMERICAN PETROLEUM CORPORATION	THORPE, J T, COMPANY	Easement / Right-of-Way	11/26/1968	TEXAS	JEFFERSON	1514	391	299003
C071646000	PAN AMERICAN PETROLEUM CORPORATION	STATE OF TEXAS-STATE HIGHWAY COMMISSION	Easement / Right-of-Way	2/05/1969	TEXAS	JEFFERSON	1591	235	254452
0419152000	HORIZON SALES CORPORATION ET AL	ATLANTIC RICHFIELD COMPANY	Surface Only	6/18/1969	TEXAS	JEFFERSON	1621	404	787001
0419153000	HORIZON SALES CORPORATION ET AL.	ATLANTIC RICHFIELD COMPANY	Surface Only	6/18/1969	TEXAS	JEFFERSON	1621	406	N/A
C071981000	PAN AMERICAN PETROLEUM CORPORATION	PORT ARTHUR INDEPENDENT SCHOOL DISTRICT	Easement / Right-of-Way	10/13/1969	TEXAS	JEFFERSON	1614	419	240563
C066376000	PAN AMERICAN PETROLEUM CORPORATION	ÆFFERSON COUNTY DRAINAGE DISTRICT NO 7	Surface Agm	3/24/1970	TEXAS	JEFFERSON	1631	360	247726
C077180000	CLARK CLUBB, ET AL	PAN AMERICAN PETROLEUM CORPORATION	Surface Agm.	6/12/1970	TEXAS	JEFFERSON	1541	67	N/A
C077216000	PAN AMERICAN PETROLEUM CORPORATION	TEXAS GAS PIPELINE CORPORATION	Easement / Right-of-Way	7/20/1970	TEXAS	JEFFERSON	1650	204	233522
C077244000	PAN AMERICAN PETROLEUM CORPORATION	GULF STATES UTILITIES COMPANY	Easement / Right-of-Way	8/28/1970	TEXAS	JEFFERSON	N/A	N/A	Unrecorded
C077359000	AMOCO PRODUCTION COMPANY	EXPLORER PIPELINE COMPANY	Easement / Right-of-Way	12/12/1970	TEXAS	JEFFERSON	1683	409	234275
0419154000	HORIZON SALES CORPORATION ET AL	ATLANTIC RICHFIELD COMPANY	Surface Only	4/12/197.	TEXAS	JEFFERSON	1975	145	Ñ/A
C077473000	AMOCO PRODUCTION COMPANY	CITY OF BEAUMONT	Easement / R.ght-of-Way	5/14/1971	TEXAS	JEFFERSO\	1686	127	234884
C077648000	AMOCO PRODUCTION COMPANY	JEFFERSON COUNTY DRAINAGE DISTRICT No 6	Easement / R.ght-of-Way	10/05/1971	TEXAS	JEFFERSON	1703	461	95494
C077801000	AMOCO PRODUCTION COMPANY	CITY OF BEAUMONT	Easement / Right-of-Way	2/08/1972	TEXAS	JEFFERSON	1723	21	828305
C077856000	AMOCO PRODUCTION COMPANY	GULF STATES UTILITIES COMPANY	Easement / Rught-of-Way	2/24/1972	TEXAS	JEFFERSON	1724	205	828853



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Agmt No	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec Date	State	County	Book	Page	Rcpt./Regis
C071506000	HOLLEY, JOHNNIE, ET UX	PAN AMERICAN PETROLEUM CORP	Surface Agent	10/07/1968	TEXAS	JEFFERSON	1577	215	N/A
C078683000	AMOCO PRODUCTION COMPANY	CITY OF BEAUMONT	Easement / Right-of-Way	7/01/1972	TEXAS	JEFFERSON	1745	445	130293
C078920000	AMOCO PRODUCTION COMPANY	CITY OF BEAUMONT	Easement / Right of Way	1/22/1973	TEXAS	JE≒FERSON	1776	306	137793
C084649000	AMOCO PRODUCTION COMPANY	JEFFERSON COUNTY DRAINAGE DISTRICT No 7	Su-face Agmt	4/22/1974	TEXAS	JEFFERSON	1831	276	203350
C091451000	AMOCO PRODUCTION COMPANY	THE TEXAS PIPELINE COMPANY	Easement / Right-of-Way	7/22/1975	TEXAS	JEFFERSON	1892	34	158522
C091501000	AMOCO PRODUCTION COMPANY	CITY OF BEAUMONT	Easement / Right-of-Way	8/28/1975	TEXAS	JEFFERSON	1900	414	150266
C078683001	AMOCO PRODUCTION COMPANY	CITY OF BEAUMONT	Easement / Right-of-Way	11/04/1975	TEXAS	JEFFERSON	1917	100	198932
C094116000	AMOCO PRODUCTION COMPANY	JEFFERSON COUNTY DRAINAGE DISTRICT No. 6	Easement / Right-of-Way	8/13/1976	TEXAS	JEFFERSON	2020	370	181166
C094187000	AMOCO PRODUCTION COMPANY	CITY OF PORT ARTHUR	Easement / Right-of-Way	8/30/1976	TEXAS	IEFFERSON	1960	305	144811
AR054978000	ATLANTIC RICHFIELD COMPANY	SEAGULL PIPELINE CORPORATION	Easement / Right-of-Way	11/29/1976	TEXAS	JEFFERSON	1975	145	169858
AR054979000	ATLANTIC RICHFIELD COMPANY	UNITED TEXAS TRANSMISSION COMPANY	Surface Agmt	1/03/1977	TEXAS	JEFFERSON	N/A	N/A	Unrecorded
C094605000	AMOCO PRODUCTION COMPANY	CITY OF BEAUMONT	Easement / Right-of-Way	4/06/1977	TEXAS	JEFFERSON	2012	288	N/A
C094531000	AMOCO PRODUCTION COMPANY	CITY OF PORT ARTHUR	Easement / Right-of-Way	5/23/1977	TEXAS	JEFFERSON	2010	313	178876
C094505000	AMOCO PRODUCTION COMPANY	CITY OF BEAUMONT	Easement / Right-of-Way	6/07/1977	TEXAS	JEFFERSON	2012	281	179307
C094641000	PORT ARTHUR LAND COMPANY SUBDIVISION	CITY OF PORT ARTHUR TEXAS	Easement / Right-of-Way	8/29/1977	TEXAS	JEFFERSON	1127	749	N/A
C094861000	AMOCO PRODUCTION COMPANY	TEXAS EASTERN TRANSMISSION CORPORATION	Easement / Right-of-Way	1/11/1978	TEXAS	JEFFERSON	2050	307	193270
0421857000	SUPERPORT, INC	ATLANTIC RICHFIELD COMPANY	Surface Only	3/23/1978	TEXAS	JEFFERSON	2066	406	N/A

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C097508000	AMOCO PRODUCTION COMPANY	TELAS GAS CORPORATION	Easement / Right-of-Way	2/07/1979	TEXAS	JEFFERSON	2139	47	1014064
C097705000	COBB H TRUSTEE	AMOCO PRODUCTION COMPANY	Easement / Right-of-Way	5/21/1979	TEXAS	JEFFERSOV	100 36	2221	N/A
C0977260D0	AMOCO PRODUCTION COMPANY	EXPLORER PIPELINE COMPANY	Easement / Right-of-Way	6/08/1979	TEXAS	JEFFERSON	2162	71	366639
AR061924000	ATLANTIC RICHFIELD COMPANY	TRANSCONTINENTAL GAS PIPE LINE CORP	Easement / Right-of-Way	7/01/1980	TEXAS	JEFFERSON	N/4	N/A	Unknown
C100514000	AMOCO PRODUCTION COMPANY	EXXON PIPELINE COMPANY	Easement / Right-of-Way	10/01/1980	TEXAS	JEFFERSON	2267	336	92202
AR062053000	ATLANTIC RICHFIELD COMPANY	UNITED TEXAS TRANSMISSION CO	Easement / Right-of-Way	8/24/1981	TEXAS	JEFFERSON	2338	314	72298
C106477000	AMOCO PRODUCTION COMPANY	CITY OF PORT ARTHUR TEXAS	Easement / Right-of-Way	2/09/1982	IEXAS	JEFFERSON	2369	436	N/A
C106678000	AMOCO PRODUCTION COMPANY	CITY OF BEAUMONT	Easement / Right-of-Way	6/24/1982	TEXAS	JEFFERSON	2396	41	29602
C109213000	AMOCO PRODUCTION COMPANY	CITY OF BEAUMONT	Easement / Right-of-Way	6/21/1983	TEXAS	DEFFERSON	101 20	280	8518614
C106310000	AMOCO PRODUCTION COMPANY	GULF STATES UTILITIES COMPANY	Easement / Right-of-Way	9/16/1983	TEXAS	JEFFERSO\	100 32	2371	N/A
0421858000	GRASSO OILFIELD SERVICES INC	ATLANTIC RICHFIELD COMPANY	Surface Only	12/18/1984	TEXAS	JEFFERSON	N/A	N/A	Unknown
C113245000	AMOCO PRODUCTION COMPANY	GULF STATES UTILITIES COMPANY	Easement / Right-of-Way	2/08/1985	TEXAS	JEFFERSON	۲/N	N/A	Cnrecorded
C113277000	PORT ARTHUR LAND COMPANY SUBDIVISION	SOUTHWESTERN BELL TELEPHONE COMPANY	Easement / Right-of-Way	3/06/1985	TEXAS	JEFFERSON	N/A	Y/A	Unrecorded
C113433000	AMOCO PRODUCTION COMPANY	CITY OF BEAUMONT	Easement / Right-of-Way	5/09/1985	TEXAS	JEFFERSON	N/A	¥/N	Unrecorded
C113516000	AMOCO PRODUCTION COMPANY	SOUTHWESTERN BELL TELEPHONE COMPANY	Easement / Right-of-Way	7/09/1985	TEXAS	JEFFERSON	4/4	N/A	Unrecorded
C1164,3000	AMOCO PRODUCTION COMPANY	JEFFERSON COUNTY DRAINAGE DISTRICT No 7	Easement / Right-of-Way	11/17/1986	TEXAS	JEFFERSON	101 64	1049	1802298
C116704000	AMOCO PRODUCTION COMPANY	JEFFERSON COUNTY DRAINAGE DISTRICT No 6	Easement / Right-of-Way	7/15/1987	TEXAS	JEFFERSON	101 93	1141	8721269

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C147924000	AMOCO PRODUCTION COMPANY	GOLDRUS PRODUCING COMPANY	Surface Agmt	1/15/1993	TEXAS	JEFFERSON	10467	2345	9306071
C188323000	AMOCO PRODUCTION COMPANY	WAL-MART STORES INC	Surface Agmt	12/15/1994	TEXAS	JEFFERSON	658	17	94 9440812
C189608000	AMOCO PRODUCTION COMPANY	ENTEX	Easement / Right-of-Way	6/13/1995	TEXAS	JEFFERSON	N/A	N/A	9518371
0800636000	TALISMAN DEVELOPMENT INC	AMOCO PRODUCTION COMPANY	Surface Only	4/10/1996	TEXAS	JEFFERSON	N/A	N/A	Unrecorded
VR001948000	VASTAR RERSOURCES, INC	OIL AND GAS LEASE BROKERS INC	Surface Agmt	6/30/1996	TEXAS	JEFFERSON	N/A	N/A	96-9622121
C163204000	SUN PIPELINE	AMOCO PRODUCTION COMPANY	Easement / Right-of-Way	12/08/1997	TEXAS	JEFFERSON	N/A	N/A	Unrecorded
C191360000	AMOCO PRODUCTION COMPANY	JEFFERSON COUNTY DRAINAGE DISTRICT No. 6	Easement / Right-of-Way	2/24/1998	TEXAS	JEFFERSON	N/A	N/A	98-9809840
C300861000	BP AMERICA PRODUCTION COMPANY	KINGWOOD EXPLORATION LLC	Easement / Right-of-Way	8/31/2008	TEXAS	JEFFERSON	N/A	N/A	2010000714
1012959000	BP AMERICA PRODUCTION COMPANY	ENTERPRISE REFINED PRODUCTS COMPANY LLC	Surface Agmt	9/19/2013	TEXAS	JEFFERSON	N/A	N/A	2013033259

Page 9 of 9 Exhibit "B"



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, commitment 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 300], 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 Operaung Company, as Assignee, effective March 1 2022

Excluded Assets

No Assets Excluded In Jefferson County, Texas

REQUENTO : BEX OPERATING COMPANY WMP II PROJECT 15377 MEMORIAL DRIVE HOUSTON, TX 77079

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Laurie Loister, County Clerk
Jefferson County, Texas
July 05, 2022 10 06 55 AM

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Page 1 of 1 Schedule 1 1