ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS §
COUNTY OF LIVE OAK §

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

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

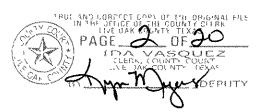
- (a) all of the oil and gas leases located in Live Oak County, Texas including those described in Exhibit A-1, subject in each case to receipt of any Required Consents, together with any and all other right, title and interest of the Assignor in and to the leasehold estates created thereby including, 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 Live Oak 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 Live Oak 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

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Assignment 1 of 4

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.



Assignment 2 of 4

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

1. Assignor's Title

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

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

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



Assignment 3 of 4

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

[Signature Page Follows]



Assignment 4 of 4

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

ASSIGNOR

BP AMERICA PRODUCTION COMPANY

Name: Shandy E. Robl

Title: Attorney-in-Fact

STATE OF COLORADO §

§

COUNTY OF DENVER

On this 20 day of April, 2022, before me appeared Shandy E. Robl, to me personally known, who, being by me duly sworn, did say that she is Attorney-in-Fact for BP AMERICA PRODUCTION COMPANY, a Delaware corporation, and that said instrument was signed on behalf of said corporation.

Given under my hand and seal this 25th day of April, 2022.

My Commission Expires:

Notary Public, State of Colorado

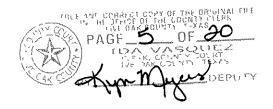
Nichole Rothe

Name (Typed or Printed)

20184042789

Notary's Identification Number

NICHOLE ROTHE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184042789
MY COMMISSION EXPIRES NOVEMBER 1, 2022



<u>ASSIGNEE</u> **BPX OPERATING COMPANY**

Name: Stephanie Gannaway

Title: Attorney in Fact

STATE OF COLORADO §

§

COUNTY OF DENVER

On this 29 day of April, 2022, before me appeared Stephanie Gannaway to me personally known, who, being by me duly sworn, did say that she is Attorney-in-Fact of BPX OPERATING COMPANY, and that said instrument was signed on behalf of said corporation.

Given under my hand and seal this 29th day of April, 2022.

My Commission Expires:

NICHOLE ROTHE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 2018/04/2789
MY COMMISSION EXPIRES NOVEWBER 1, 2022

Notary Public, State of Colorado

Nichole Rothe

Name (Typed or Printed)

20184042789

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 Assignor, to BPX Operating Company, as Assignee, effective March 1, 2022

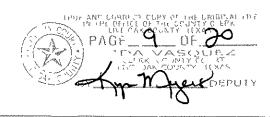
		Lea	ises						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
0422227000	HOLMAN CARTWRIGHT ET UX	HOUSTON OIL COMPANY OF TEXAS	Private Leasehold	9/20/1922	TEXAS	LIVE OAK	13	156	
0422228000	HOLMAN CARTWRIGHT ET UX	HOUSTON OIL COMPANY OF TEXAS	Private Leasehold	2/13/1923	TEXAS	LIVE OAK	13	576	
0422166001	B W DOVE ET UX	H COQUAT	Private Leasehold	3/05/1930	TEXAS	LIVE OAK	36	11	
0422205001	MAX SIMMONS ET UX	H D HOUSE	Private Leasehold	1/15/1933	TEXAS	LIVE OAK	59	109	
0422204001	ATLANTIC RICHFIELD COMPANY	SIMMONS OIL COMPANY	Private Leasehold	12/01/1935	TEXAS	LIVE OAK	58	60	
0352675001	WEST, ALBERT W, ET AL	MCBRIDE, W C, INC	Private Leasehold	12/04/1935	TEXAS	LIVE OAK	58	174	
0422202001	HENRY J ROSEBROCK ET UX	н coquat	Private Leasehold	5/27/1936	TEXAS	LIVE OAK	62	187	
0422203001	MARY EVIE BROWN REAGAN ET VIR	HUMBLE OIL AND REFINING COMPANY	Private Leasehold	11/23/1936	TEXAS	LIVE OAK	63	562	
0422206001	W C MATKIN ET UX	H COQUAT	Private Leasehold	5/29/1937	TEXAS	LIVE OAK	66	30	
0422207001	A L PLECKER ET AL	HENDERSON COQUAT	Private Leasehold	10/01/1937	TEXAS	LIVE OAK	67	323	
0422170001	EMMA GOEBEL	TIDE WATER ASSOCIATED OIL CO	Private Leasehold	11/29/1939	TEXAS	LIVE OAK	80	10	
0422172001	W W GOEBELET UX	TIDE WATER ASSOCIATED OIL CO	Pravate Leasehold	11/29/1939	TEXAS	LIVE OAK	80	6	13206
0422173001	WALTER GOEBEL ET AL	TIDEWATER ASSOCIATED OIL COMPANY	Private Leasehold	12/18/1939	TEXAS	LIVE OAK	80	13	13204
0083344001	LILA J GILL	J F GRAY	Private Leasehold	7/26/1940	TEXAS	LIVE OAK	82	395	
0422163001	J C DILWORTH JR , ET UX	J F GRAY	Private Leasehold	8/01/1940	TEXAS	LIVE OAK	82	379	
0422200001	WYATT CURRY	J F GRAY	Private Leasehold	8/09/1940	TEXAS	LIVE OAK	82	391	
0422167001	A B VAN HOOSER ET UX	HENDERSON COQUAT	Private Leasehold	10/03/1940	TEXAS	LIVE OAK	83	345	
0422168001	W W GOEBEL ET UX	HENDERSON COQUAT	Private Leasehold	3/01/1941	TEXAS	LIVE OAK	87	15	
0422257001	RAY ROSENTHAL ET AL	THE ATLANTIC REFINING COMPANY	Private Leasehold	5/21/1941	TEXAS	LIVE OAK	87	196	
0422196001	T I APPLEWHITE ET UX	J F GRAY	Private Leasehold	8/18/1941	TEXAS	LIVE OAK	88	115	
0422197001	MRS E A MURCHISON	SIMMONS OIL COMPANY	Private Leasehold	8/25/1941	TEXAS	LIVE OAK	88	91	
0422169001	W W GOEBEL ET UX	HENDERSON COQUAT	Private Leasehold	2/13/1942	TEXAS	LIVE OAK	89	523	
0422171001	O A GOEBEL ET UX	HENDERSON COQUAT	Private Leasehold	2/13/1942	TEXAS	LIVE OAK	89	527	
0422183001	NICKOLAUS KRUSE ET AL	MOORE DEVELOPMENT COMPANY	Private Leasehold	8/01/1942	TEXAS	LIVE OAK	99	287	T21901B
0422188001	W C MATKIN ET UX	MOORE DEVELOPMENT COMPANY	Private Leasehold	8/12/1942	TEXAS	LIVE OAK	92	17	



	·	Lea	ases						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
0422186001	J D HERROUGH ET UX	MOORE DEVELOPMENT COMPANY	Private Leasehold	8/17/1942	TEXAS	LIVE OAK	92	4	
0422189001	J R SKAGGS AND ELSKAGGS	MOORE DEVELOPMENT COMPANY	Private Leasehold	8/18/1942	TEXAS	LIVE OAK	92	21	
0422176001	W. C MARTIN ET UX	MOORE DEVELOPMENT COMPANY	Private Leasehold	9/09/1942	TEXAS	LIVE OAK	92	34	
0422190001	MRS J A ESTEP ET AL	MOORE DEVELOPMENT COMPANY	Private Leasehold	9/09/1942	TEXAS	LIVE OAK	92	31	
0422192001	H P, PLYLER ET AL	MOORE DEVELOPMENT COMPANY	Private Leasehold	9/16/1942	TEXAS	LIVE OAK	92	492	4579
0422161001	O A GOEBELET UX	HENDERSON COQUAT	Private Leasehold	3/01/1943	TEXAS	LIVE OAK	87	19	
0422162001	O A GOEBELET UX	HENDERSON COQUAT	Private Leasehold	3/01/1943	TEXAS	LIVE OAK	95	187	16463
0422165001	MRS MINERVA COQUAT ET AL	HENDERSON COQUAT	Private Leasehold	3/01/1943	TEXAS	LIVE OAK	95	311	***
0422181001	L F CLAYTON ET UX	SHELL OIL COMPANY INCORPORATED	Private Leasehold	6/08/1943	TEXAS	LIVE OAK	95	442	
0422195001	MRS VIRGINIA MANGER ET VIR	SHELL OIL COMPANY INCORPORATED	Private Leasehold	6/11/1943	TEXAS	LIVE OAK	95	463	
0422257002	OPHELIA MAYER MARKS ET AL	THE ATLANTIC REFINING COMPANY	Private Leasehold	9/20/1943	TEXAS	LIVE OAK	99	34	
0422257003	OPHELIA MAYER MARKS ET AL	THE ATLANTIC REFINING COMPANY	Private Leasehold	9/20/1943	TEXAS	LIVE OAK	139	87	
0422193001	W B NICHOLSON ET UX	MOORE DEVELOPMENT COMPANY	Private Leasehold	10/16/1943	TEXAS	LIVE OAK	99	115	
0422174001	MRS C R BROWN ET AL	TANDY C YOUNG	Private Leasehold	1/05/1944	TEXAS	LIVE OAK	101	259	
0422185001	CHINA NOLEN ET AL	MAGNOLIA PETROLEUM COMPANY	Private Leasehold	4/25/1944	TEXAS	LIVE OAK	104	109	T22759A
0422185002	OLIVER H NOLEN	MAGNOLIA PETROLEUM COMPANY	Private Leasehold	4/25/1944	TEXAS	LIVE OAK	104	115	Т22759В
0422182001	R E SCHNEIDER, JR	SHELL OIL COMPANY, INCORPORATED	Private Leasehold	6/13/1944	TEXAS	LIVE OAK	103	171	
0422184001	LS ADAMS AND GREAT SOUTHERN LIFE INSURAN	MAGNOLIA PETROLEUM COMPANY	Private Leasehold	7/13/1944	TEXAS	LIVE OAK	103	488	T22672
0422251000	OSCAR L WILLIAMS ET UX	MAGNOLIA PETROLEUM COMPANY	Private Leasehold	1/19/1945	TEXAS	LIVE OAK	103	451	Т10446В
64847000	W E RUCKMAN ET UX	STANOLIND OIL AND GAS COMPANY	Private Leasehold	3/03/1945	TEXAS	LIVE OAK	108	59	
0422216000	W A FRIEDLE ET UX	THE ATLANTIC REFINING COMPANY	Private Leasehold	5/26/1945	TEXAS	LIVE OAK	108	343	
0422255000	PEARL HARRIS ET AL	STANOLIND OIL AND GAS COMPANY	Private Leasehold	9/26/1945	TEXAS	LIVE OAK	110	403	
0422187001	JESSICA LLOYD ET AL	HENDERSON COQUAT	Private Leasehold	5/31/1947	TEXAS	LIVE OAK	120	317	325
0422165002	HENDERSON COQUAT	WESTERN NATURAL GAS COMPANY	Private Leasehold	7/10/1947	TEXAS	LIVE OAK	118	612	
0422146000	GEFFERT, AUGUST, ET UX	ARGO OIL CORP	Overriding Royalty Lease	3/01/1948	TEXAS	LIVE OAK	121	637	961
0422185003	TRIPLETT, CHARLES C , ET AL	MAGNOLIA PETROLEUM COMPANY	Private Leasehold	3/03/1948	TEXAS	LIVE OAK	104	118	22759-C
0422178002	ATLANTIC RICHFIELD COMPANY	VASTAR RESOURCES, INC.	Private Leasehold	5/06/1948	TEXAS	LIVE OAK	123	58	1427
0422178001	T H MILLER ET UX	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/07/1948	TEXAS	LIVE OAK	123	67	1425 e 2 of 8 Exhibit ".

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		Leases	ises						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
0422177001	OLLIE B DUNN ET AL	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/08/1948	TEXAS	LIVEOAK	123	53	1428
0422180001	ROBERT E JONES ET UX	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/10/1948	TEXAS	LIVEOAK	123	62	1426
0422194001	J H RATHKE ET UX	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/10/1948	TEXAS	LIVE OAK	123	72	1424
0422179001	C S HERRING ET UX	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/15/1948	TEXAS	LIVE OAK	123	555	1742
0422156002	J T HARRIS ET AL	VASTAR RESOURCES, INC	Private Leasehold	6/19/1948	TEXAS	LIVEOAK	123	450	1663
0422184003	I EDWARD COHEN ET AL	MAGNOLIA PETROLEUM COMPANY	Private Leasehold	6/22/1948	TEXAS	LIVE OAK	123	538	1730
0422184002	THOS E ROWLAND ET AL	VASTAR RESOURCES, INC	Private Leasehold	6/23/1948	TEXAS	LIVEOAK	123	225	1528
0422156003	HELEN HEYNE BORDELON ET AL	R P HOLLAND	Private Leasehold	8/02/1948	TEXAS	LIVE OAK	124	23	1802
0422199001	J. P. BORDELON ET UX, ET AL	R. P. HOLLAND	Overnding Royalty Lease	8/02/1948	TEXAS	LIVEOAK	124	23	1802
0422156001	R P HOLLAND & R E SCHNE	ARGO OIL CORPORATION	Private Leasehold	9/24/1948	TEXAS	LIVE OAK	124	466	2132
0422179002	GREAT SOUTHERN LIFE INSURANCE COMPANY ET AL	VASTAR RESOURCES, INC	Private Leasehold	10/05/1948	TEXAS	LIVE OAK	125	361	2437
0422208001	R P HOLLAND	WESTERN NATURAL GAS COMPANY	Pnvate Leasehold	4/08/1949	TEXAS	LIVEOAK	127	613	3321
0422160003	ATLANTIC RICHFIELD COMPANY	WESTERN NATURAL GAS COMPANY	Pnvate Leasehold	5/02/1949	TEXAS	LIVEOAK	128	190	
0422160004	ATLANTIC RICHFIELD COMPANY	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/03/1949	TEXAS	LIVEOAK	128	200	
0422160005	KATE G SPEER	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/03/1949	TEXAS	LIVE OAK	128	509	
0422160006	VERDA L MERRYFIELD ET VIR	WESTERN NATURAL GAS COMPANY	Pnvate Leasehold	5/06/1949	TEXAS	LIVE OAK	146	456	
0422160007	ATLANTIC RICHFIELD COMPANY	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/07/1949	TEXAS	LIVE OAK	128	186	
0422160008	CLARENCE ALVIN BAKER ET UX	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/12/1949	TEXAS	LIVE OAK	128	271	
0422160010	LILLIAN POST ET VIR	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/13/1949	TEXAS	LIVE OAK	145	458	
0422160011	SADIE ZINSMEYER ET VIR	VASTAR RESOURCES, INC	Pnvate Leasehold	5/19/1949	TEXAS	LIVE OAK	128	358	
0422160013	MARGENE BROOKMILLER	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/23/1949	TEXAS	LIVEOAK	128	390	
0422198002	R P HOLLAND	WESTERN NATURAL GAS COMPANY	Private Leasehold	7/05/1949	TEXAS	LIVE OAK	129	539	
0422175001	W W HARRIS ET AL	WESTERN NATURAL GAS COMPANY	Private Leasehold	12/23/1949	TEXAS	LIVEOAK	131	402	4681
0422164001	J L WILLIAMS ET UX	WESTERN NATURAL GAS COMPANY	Private Leasehold	0561/06/6	TEXAS	LIVEOAK	133	163	5234
0544425000	SCHREINER, KITIIE W, ET AL	BURNS, CHAS H	Private Leasehold	6/22/1951	TEXAS	LIVEOAK	140	290	
0422218000	RORICK CRAVENS ET AL	W L SCHEIG	Private Leasehold	10/22/1951	TEXAS	LIVEOAK	143	21	8666
0422160014	MRS, L. G. COLLINS	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/27/1952	TEXAS	LIVEOAK	145	411	
0422160015	ROY GILL ET UX	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/27/1952	TEXAS	LIVEOAK	145	409	
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Service of Contraction

Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
0422160016	MARGENE BROOKMILLER BY AND THROUGH HER AGENT AND ATTORNEY IN FACT LILLIE G GILL COLLINS	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/27/1952	TEXAS	LIVE OAK	146	443	
0422160017	GLADYS FAYE BERRY BY AND THROUGH HER AGENT AND ATTORNEY IN FACT LILLIE G GILL COLLINS	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/27/1952	TEXAS	LIVE OAK	146	446	
0422160018	LUCILE BAKER ET VIR, BY AND THROUGH THEIR AGENT AND ATTORNEY IN FACT LILLIE G GILL COLLINS	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/27/1952	TEXAS	LIVE OAK	146	449	
0422160019	ALMETTA BECKETT BY AND THROUGH HER AGENT AND ATTORNEY IN FACT LILLIE G GILL COLLINS	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/27/1952	TEXAS	LIVE OAK	146	453	
0422160020	VERDA L MERRYFIELD ET VIR	WESTERN NATURAL GAS COMPANY	Private Leasehold	5/31/1952	TEXAS	LIVE OAK	146	456	
0422160021	LILLIAN POST ET VIR	WESTERN NATURAL GAS COMPANY	Private Leasehold	6/09/1952	TEXAS	LIVE OAK	146	458	
0422160022	J D BOONE EXECUTOR OF THEN ESTATE OF T C GILL DECEASED ET AL	WESTERN NATURAL GAS COMPANY	Private Leasehold	6/26/1952	TEXAS	LIVE OAK	146	460	
0422219000	EMIL RICHTER ET UX	THE ATLANTIC REFINING COMPANY	Pnyate Leasehold	2/09/1953	TEXAS	LIVE OAK	151	18	10908
0422220000	BERTIE LILLIAN BEARD INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF C B BEARD DECEASED	THE ATLANTIC REFINING COMPANY	Private Leasehold	3/12/1953	TEXAS	LIVE OAK	151	590	11084
0422221000	RAYMOND KNIPLING ET AL	ATLANTIC RICHFIELD COMPANY	Private Leasehold	3/25/1953	TEXAS	LIVE OAK	152	323	11223
0422253000	C O LIPPARD ET UX	LA GLORIA CORPORATION	Private Leasehold	6/16/1953	TEXAS	LIVE OAK	154	530	11569
0422160023	SADIE ZINSMEYER ET VIR	VASTAR RESOURCES, INC	Private Leasehold	7/27/1953	TEXAS	LIVE OAK	155	487	
0422222000	R C LYNE ET AL	JACK C DOYLE	Private Leasehold	8/11/1953	TEXAS	LIVE OAK	156	479	12076
0422157000	LEILA HARRIS STEPHENS	ARGO OIL CORPORATION	Overriding Royalty Lease	9/22/1953	TEXAS	LIVE OAK	157	152	12219
0422160024	T G SPEER	WESTERN NATURAL GAS COMPANY	Private Leasehold	11/10/1953	TEXAS	LIVE OAK	158	73	
0422160025	IONA S THOMPSON	WESTERN NATURAL GAS COMPANY	Private Leasehold	11/10/1953	TEXAS	LIVE OAK	158	75	
0422160026	JIM TOM SPEER JR BY	WESTERN NATURAL GAS COMPANY	Private Leasehold	11/13/1953	TEXAS	LIVE OAK	158	142	

Leases



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		Leas	ses						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
0422160027	GORDON EVERETT SPEER	WESTERN NATURAL GAS COMPANY	Private Leasehold	11/13/1953	TEXAS	LIVE OAK	158	148	
0422160012	RICHARD REMLING, GUARDIAN OF THE ESTATE OF MRS R R REMLING, NCM	WESTERN NATURAL GAS COMPANY	Private Leasehold	12/11/1953	TEXAS	LIVE OAK	161	73	
0422223000	C N QUINN ET UX	THE ATLANTIC REFINING COMPANY	Private Leasehold	2/17/1954	TEXAS	LIVE OAK	160	540	
0422201001	C O LIPPARD ET UX	H E DIRKS	Private Leasehold	1/03/1955	TEXAS	LIVE OAK	164	561	
0422224000	W H STRIEBECK JR ET UX	LEROY C COCKRELL	Рпvate Leasehold	10/04/1955	TEXAS	LIVE OAK	2	110	1599
0422225000	CHARLES DARE ET UX	LEROY C COCKRELL	Private Leasehold	10/05/1955	TEXAS	LIVE OAK	2	114	1601
0422226000	MELVILLE B PARK ET UX	THE ATLANTIC REFINING COMPANY	Private Leasehold	2/13/1956	TEXAS	LIVE OAK	3	285	2266
0422232000	ROSA ALICE WILSON	THE ATLANTIC REFINING COMPANY	Private Leasehold	2/06/1958	TEXAS	LIVE OAK	15	559	7491 BC-51982-
0234834001	LAWRENCE F SANBORN ET UX	SHELL OIL COMPANY	Private Leasehold	10/02/1958	TEXAS	LIVE OAK	17	366	8311
0234834002	RUTH SANBORN STONE ET VIR	SHELL OIL COMPANY	Private Leasehold	10/02/1958	TEXAS	LIVE OAK	17	64	8029
0422209000	AUGUST GEFFERT ET UX	ARGO OIL CORPORATION	Private Leasehold	10/06/1958	TEXAS	LIVE OAK	17	174	8137
0234834003	SHERMAN K SANBORN	SHELL OIL COMPANY	Private Leasehold	11/26/1958	TEXAS	LIVE OAK	17	368	8312
0422233000	LENNOX, EMMA SEARCY BURNS, ET VIR	THE ATLANTIC REFINING COMPANY	Private Leasehold	12/30/1958	TEXAS	LIVE OAK	18	513	
0544419000	TULLIS ET UX, HENRY A	HOULIHAN, C E	Private Leasehold	7/08/1960	TEXAS	LIVE OAK	26	301	12375
0422234000	KITTY WEST BURNS, A FEME SO	THE ATLANTIC REFINING COMPANY	Private Leasehold	4/26/1961	TEXAS	LIVE OAK	31	544	
0544413000	MEANS ETVIR, MAXINE B	PEET OIL COMPANY	Private Leasehold	8/10/1961	TEXAS	LIVE OAK	32	428	
0544418000	LYLES ET AL, STELLA	PEET OIL COMPANY	Private Leasehold	9/01/1961	TEXAS	LIVE OAK	33	248	
0214608001	OLIVE RICE ET AL	PAN AMERICAN PETROLEUM CORPORATION	Private Leasehold	11/10/1961	TEXAS	LIVE OAK	36	551	16946
0544414000	HOSKINS, L R	PEET OIL COMPANY	Private Leasehold	1/12/1962	TEXAS	LIVE OAK	34	447	15934
0422235000	EL PASO NATURAL GAS COMPANY	MITCHELL & MITCHELL PROPERTIES, INC	Private Leasehold	3/13/1963	TEXAS	LIVE OAK	39	569	
0422236000	PERRY SAYLES AND LUCIAN L. MO	THE ATLANTIC REFINING COMPANY	Private Leasehold	9/20/1963	TEXAS	LIVE OAK	42	421	19739
0422237000	LUCIO CHAPA ET UX	JOHNNYE JONES PEET DBA PEET OIL COMPANY	Private Leasehold	3/02/1964	TEXAS	LIVE OAK	44	281	
0422238000	ATLANTIC RICHFIELD COMPANY	VASTAR RESOURCES, INC	Private Leasehold	3/16/1964	TEXAS	LIVE OAK	44	363	
0422239000	RUBY ESTELLE COX SLAUGHTER	THE ATLANTIC REFINING COMPANY	Private Leasehold	6/24/1964	TEXAS	LIVE OAK	46	31	21265
0422245001	ELBERT F HUFFINES, SALLIE	ATLANTIC RICHFIELD COMPANY	Private Leasehold	3/08/1967	TEXAS	LIVE OAK	57	263	26941



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		Le	eases					·	
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
0422246000	BERTIE LILLIAN BEARD INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF C B BEARD DECEASED	ATLANTIC RICHFIELD COMPANY	Private Leasehold	3/08/1967	TEXAS	LIVE OAK	58	166	27100
0422245003	CHARLES L HUFFHINES	ATLANTIC RICHFIELD COMPANY	Private Leasehold	4/04/1967	TEXAS	LIVE OAK	57	267	26943
0422245002	WILLIE KENNETH ROBINSON	ATLANTIC RICHFIELD COMPANY	Private Leasehold	5/01/1967	TEXAS	LIVE OAK	57	265	26942
0422247002	GUS ANDREWS ET AL	ATLANTIC RICHFIELD COMPANY	Private Leasehold	5/01/1967	TEXAS	LIVE OAK	65	1	28764
0422247001	HARRIET'S TOMLINSON ET AL	ATLANTIC RICHFIELD COMPANY	Private Leasehold	5/05/1967	TEXAS	LIVE OAK	64	356	28727
0422245004	JOAN SIKES MABRY ET VIR TRU	ATLANTIC RICHFIELD COMPANY	Private Leasehold	5/22/1967	TEXAS	LIVE OAK	62	345	28263
0422248000	DAVID G GANNAWAY	GLYNN D BUIE	Private Leasehold	11/28/1967	TEXAS	LIVE OAK	63	43	28363
AR050858000	HANSON, NEIL E	ATLANTIC RICHFIELD COMPANY	Term Assignment	3/21/1973	TEXAS	LIVE OAK	Uk	Uk	Unknown
0422250000	THOMAS R. DICKSON	DW PICKETT	Private Leasehold	2/15/1979	TEXAS	LIVE OAK	159	17	
0422260006	RUFUS F NOLEN, ET UX	MACERO MINERALS, INC	Private Leasehold	7/06/1981	TEXAS	LIVE OAK	221	375	73424
0422260007	OLIVER H NOLEN, ET AL	MACERO MINERALS, INC	Private Leasehold	7/06/1981	TEXAS	LIVE OAK	221	429	73442
0422260013	CORNY NEATHERLIN, ET VIR	MACERO MINERALS, INC	Private Leasehold	7/06/1981	TEXAS	LIVE OAK	221	378	73425
0422260015	MAMIE NOLEN MELTON, ET VIR	MACERO MINERALS, INC	Private Leasehold	7/06/1981	TEXAS	LIVE OAK	221	423	73440
0422260020	GLYN L ESTEP, ET UX	MACERO MINERALS, INC	Private Leasehold	7/06/1981	TEXAS	LIVE OAK	221	417	73438
0422260023	SYDONE BRUNDRETT	MACERO MINERALS, INC	Private Leasehold	7/06/1981	TEXAS	LIVE OAK	221	411	73436
0422260003	ANNETTE RILEY	MACERO MINERALS, INC	Private Leasehold	7/07/1981	TEXAS	LIVE OAK	221	414	73437
0422260010	LAWRENCE F NOLEN	MACERO MINERALS, INC	Private Leasehold	7/07/1981	TEXAS	LIVE OAK	221	366	73421
0422260014	ETHYEL JOE MOORE	MACERO MINERALS, INC	Private Leasehold	7/08/1981	TEXAS	LIVE OAK	221	426	73441
0422260004	FAYE PERRYMAN	MACERO MINERALS, INC	Private Leasehold	7/10/1981	TEXAS	LIVE OAK	221	384	73427
0422260008	NOLEN, MAGIE	MACERO MINERALS, INC	Private Leasehold	7/10/1981	TEXAS	LIVE OAK	221	408	73435
0422260009	LEALAND WADE NOLEN	MACERO MINERALS, INC	Private Leasehold	7/10/1981	TEXAS	LIVE OAK	221	360	73419
0422260002	SHIPP, LATRICA	MACERO MINERALS, INC	Private Leasehold	7/13/1981	TEXAS	LIVE OAK	221	399	73432
0422260011	ESTEP, BUFORD	MACERO MINERALS, INC	Private Leasehold	7/13/1981	TEXAS	LIVE OAK	221	393	73430
0422260012	KENNETH NOLEN	MACERO MINERALS, INC	Private Leasehold	7/13/1981	TEXAS	LIVE OAK	221	396	73431
0422260019	VALETA JOY KRAUSE	MACERO MINERALS, INC	Private Leasehold	7/13/1981	TEXAS	LIVE OAK	221	390	73429
0422260021	BARBARA ECKHARDT	MACERO MINERALS, INC	Private Leasehold	7/13/1981	TEXAS	LIVE OAK	221	420	73439
0422260016	LUCILLE MCMILLIN	MACERO MINERALS, INC	Private Leasehold	8/03/1981	TEXAS	LIVE OAK	221	405	73434 ge 6 of 8 Exhibit "A-1

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Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
0422260017	DOROTHY HENRY	MACERO MINERALS, INC	Private Leasehold	8/03/1981	TEXAS	LIVE OAK	221	372	73423
0422260018	ALICE JONES	MACERO MINERALS, INC	Private Leasehold	8/03/1981	TEXAS	LIVE OAK	221	402	73433
0422260005	NOLEN, TONY	MACERO MINERALS, INC	Private Leasehold	8/17/1981	TEXAS	LIVE OAK	221	381	73426
0422260022	KATHY CHRISTOFFERSEN	MACERO MINERALS, INC	Private Leasehold	8/17/1981	TEXAS	LIVE OAK	221	387	73428
0422260001	LINDA JO WALKER ALFORD	MACERO MINERALS, INC	Private Leasehold	8/24/1981	TEXAS	LIVE OAK	221	369	73422
0422260024	YVONNE BOUYER	MACERO MINERALS, INC	Private Leasehold	11/27/1981	TEXAS	LIVE OAK	221	363	73420
0422249002	GRACE MCMILLAN DAVID	ATLANTIC RICHFIELD COMPANY	Private Leasehold	12/06/1982	TEXAS	LIVE OAK	242	161	78552
0422249003	LEO HOFMANN MC MILLAN	ATLANTIC RICHFIELD COMPANY	Private Leasehold	12/06/1982	TEXAS	LIVE OAK	244	74	79126
0422258001	ANNIE LAURA LEWIS	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/17/1984	TEXAS	LIVE OAK	273	91	87246
0422258002	MRS ESTELEE BROOKS	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/17/1984	TEXAS	LIVE OAK	273	263	87331
0422258003	FRED CARSON PLYLER II	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/17/1984	TEXAS	LIVE OAK	282	365	89207
0422258004	MABEL D BERINGER	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/17/1984	TEXAS	LIVE OAK	273	83	87244
0422258005	PATTERSON F PLYLER	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/17/1984	TEXAS	LIVE OAK	275	159	87708
0422258006	T ELEWIS	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/17/1984	TEXAS	LIVE OAK	273	98	87247
422258007	EDNA B. RYLE	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/17/1984	TEXAS	LIVE OAK	294	433	92732
0422258008	LOREE MALETT	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/17/1984	TEXAS	LIVE OAK	285	234	89940
0422258009	HORNBEAK METHODIST CHURCH	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/17/1984	TEXAS	LIVE OAK	273	104	87248
422258010	LARRY H NOWELL	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/17/1984	TEXAS	LIVE OAK	278	429	88267
0422258011	F I REYNOLDS	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/17/1984	TEXAS	LIVE OAK	274	291	87591
0422258012	LOUISE SICKAL	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/17/1984	TEXAS	LIVE OAK	285	228	89939
0422258013	BALLARD, HILDA L	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/17/1984	TEXAS	LIVE OAK	279	231	88420
0422258014	MRS ARBY REYNOLDS	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/17/1984	TEXAS	LIVE OAK	277	130	87984
0422258015	EARL REYNOLDS	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/17/1984	TEXAS	LIVE OAK	273	287	87350
0422259000	DAVID NICHOLSON, ET UX	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/06/1985	TEXAS	LIVE OAK	291	480	91979
0422254000	REAGAN R MATKIN ET AL	MOBIL PRODUCING TEXAS & NEW MEXICO INC.	Private Leasehold	4/01/1988	TEXAS	LIVE OAK	329	45	00103697
C183365000	BP AMERICA PRODUCTION COMPANY	SUEMAUR EXPL AND PROD LLC	Term Assignment	3/04/2004	TEXAS	LIVE OAK	3	720	163458
C193007000	BP AMERICA PRODUCTION COMPANY	DYNAMIC PRODUCTION INC	Granted Mineral Lease	9/01/2005	TEXAS	LIVE OAK	41	331	169534

Leases



		Le	ases						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
1011254000	BP AMERICA PRODUCTION COMPANY	RUTHERFORD OIL CORPORATION	Granted Mineral Lease	3/18/2013	TEXAS	LIVE OAK	254	517	
1013752000	BP AMERICA PRODUCTION COMPANY	LUKER ENERGY	Granted Mmeral Lease	8/01/2014	TEXAS	LIVE OAK	UNK	UNK	Unknown



EXHIBIT "A-2"

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

		Mineral I	ıterests						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
0910194000	BOOTHE ET UX, ROSS	SALTMOUNT OIL COMPANY	Mineral Only	9/23/1930	TEXAS	LIVE OAK	39	391	
0422154000	WILLIS STORM	ARGO OIL CORPORATION	Mineral and Surface	10/12/1937	TEXAS	LIVE OAK	67	140	
0422211060	DANCIGER OIL & REFINERIES INC	DANCIGER OIL & REFINERING COMPANY	Mineral and Surface	12/31/1941	TEXAS	LIVE OAK	89	144	
0422212060	SINCLAIR OIL CORPORATION	ATLANTIC RICHFIELD COMPANY	Mineral Only	12/31/1941	TEXAS	LIVE OAK	83	515	
0910197001	SCHEIG, R F	SALTMOUNT OIL COMPANY	Royalty	5/27/1943	TEXAS	LIVE OAK	97	127	
0910198001	SCHEIG, R F	SALTMOUNT OIL COMPANY	Royalty	5/28/1943	TEXAS	LIVE OAK	97	124	
0910196001	SHIELD, FRED W	SALTMOUNT OIL COMPANY	Royalty	6/09/1943	TEXAS	LIVE OAK	95	470	
0422148000	ATLANTIC RICHFIELD COMPANY	VASTAR RESOURCES, INC	Royalty	9/11/1943	TEXAS	LIVE OAK	98	194	
0422133000	J D MC GILL ET UX	THE ATLANTIC REFINING COMPANY	Mineral and Surface	3/22/1944	TEXAS	LIVE OAK	102	86	
0422134000	MCKINLEY JOHNSON	THE ATLANTIC REFINING COMPANY	Mineral and Surface	4/05/1944	TEXAS	LIVE OAK	102	128	
0910199001	SHIELD, FRED W	SALTMOUNT OIL COMPANY	Royalty	4/28/1944	TEXAS	LIVE OAK	102	309	
0910200001	SHIELD, FRED W	SALTMOUNT OIL COMPANY	Royalty	4/28/1944	TEXAS	LIVE OAK	102	311	
0910200002	SHIELD, FRED W	SALTMOUNT OIL COMPANY	Royalty	4/28/1944	TEXAS	LIVE OAK	102	312	
0422149000	R P HOLLAND ET AL	ARGO OIL CORPORATION	Mineral and Surface	3/06/1946	TEXAS	LIVE OAK	113	8	
0422152000	R P HOLLAND ET AL	ARGO OIL CORPORATION	Mineral and Surface	3/06/1946	TEXAS	LIVE OAK	112	619	
0910203001	ROWE, W EARL	SALTMOUNT OIL COMPANY	Royalty	4/22/1946	TEXAS	LIVE OAK	113	293	
0910203002	ECKERT, EDWIN	SALTMOUNT OIL COMPANY	Royalty	8/27/1946	TEXAS	LIVE OAK	114	416	
0422147000	ATLANTIC RICHFIELD COMPANY	VASTAR RESOURCES, INC	Royalty	1/30/1947	TEXAS	LIVE OAK	116	459	
0422139000	SHIELD, FRED W	ARGO OIL CORP	Royalty	2/20/1947	TEXAS	LIVE OAK	117	9	
0422145000	ATLANTIC RICHFIELD COMPANY	ATLANTIC RICHFIELD COMPANY	Royalty	3/01/1947	TEXAS	LIVE OAK	117	368	
0422140000	ATLANTIC RICHFIELD COMPANY	ATLANTIC RICHFIELD COMPANY	Royalty	3/06/1947	TEXAS	LIVE OAK	117	288	
0422141000	ARGO OIL CORPORATION	VASTAR RESOURCES, INC	Royalty	3/06/1947	TEXAS	LIVE OAK	117	278	··



		Mineral 1	nterests						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
0422159060	SINCLAIR OIL CORPORATION	ATLANTIC RICHFIELD COMPANY	Mineral Only	9/15/1947	TEXAS	LIVE OAK	118	606	
0422135000	ROSE FAY VOLLRATH ET VIR	THE ATLANTIC RICHFIELD COMPANY	Mineral and Surface	4/06/1948	TEXAS	LIVE OAK	122	271	
0422136000	ROBT H BOWMAN ET AL	THE ATLANTIC REFINING COMPANY	Mineral and Surface	5/19/1948	TEXAS	LIVE OAK	123	198	
0910210001	HOLLAND, R P	SALTMOUNT OIL COMPANY	Royalty	9/13/1948	TEXAS	LIVE OAK	124	266	
0422144000	ARGO OIL CORPORATION	VASTAR RESOURCES, INC.	Royalty	10/07/1948	TEXAS	LIVE OAK	124	398	
0422155000	R P HOLLAND ET AL	ARGO OIL CORPORATION	Mineral and Surface	2/03/1950	TEXAS	LIVE OAK	132	525	5101
0910213001	SHIELD, FRED W	SALTMOUNT OIL COMPANY	Royalty	9/14/1950	TEXAS	LIVE OAK	136	171	·
0422158060	ATLANTIC RICHFIELD COMPANY	SINCLAIR OIL CORPORATION	Mineral Only	9/29/1950	TEXAS	LIVE OAK	137	2	6628
0422151000	ROWE, W EARL & SMITH, REEVES L	ARGO OIL CORPORATION	Mineral Only	4/04/1952	TEXAS	LIVE OAK	145	60	
0422153000	THOMAS A KENDALL	ARGO OIL CORPORATION	Mineral and Surface	6/22/1954	TEXAS	LIVE OAK	163	146	13918
0422137000	MRS ELIZABETH HALE	THE ATLANTIC REFINING COMPANY	Mineral and Surface	11/01/1957	TEXAS	LIVE OAK	176	491	
0422143000	ATLANTIC RICHFIELD COMPANY	VASTAR RESOURCES, INC	Royalty	9/16/1958	TEXAS	LIVE OAK	16	445	7829



EXHIBIT "B"

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

		Easement	S						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rept./Regis.
AR008280000	ATLANTIC REFINING COMPANY	TEXAS ILLINOIS NATURAL GAS PIPELINE COMPANY	Easement / Right- of-Way	3/21/1951	TEXAS	LIVE OAK	UNK	UNK	
AR009845000	GENEVIEVE TARLTON DOUGHERTY ET AL	THE ATLANTIC REFINING COMPANY	Easement / Right- of-Way	7/22/1952	TEXAS	LIVE OAK	146	343	9739
0800472000	J C DILWORT, III ET AL	STANOLIND OIL AND GAS CO	Surface Only	10/01/1953	TEXAS	LIVE OAK	157	46	
AR012274000	ANTON PAWLIK	THE ATLANTIC REFINING COMPANV	Easement / Right- of-Way	9/16/1954	TEXAS	LIVE OAK	165	121	14485
AR019952000	CLARA L STIDHAM ET AL	THE ATLANTIC REFINING COMPANY	Easement / Right- of-Way	7/15/1959	TEXAS	LIVE OAK	182	123	10308
AR022074000	FRANK C GOODWIN, DECEASED	THE ATLANTIC REFINING COMPANY	Easement / Right- of-Way	5/30/1961	TEXAS	LIVE OAK	188	580	14685
AR022129000	HOUSTON PIPE LINE COMIANY	THE ATLANTIC REFINING COMPANY	Easement / Right- of-Way	6/08/1961	TEXAS	LIVE OAK	189	1	14781
AR022884000	THE ATLANTIC REFINING COMPANY	SEADRIFT PIPELINE CORPORATION	Easement / Right- of-Way	12/19/1961	TEXAS	LIVE OAK	191	295	
1003332000	COKER, DALTON ET UX	PAN AMERICAN PETROLEUM CORPORATION	Easement / Right- of-Way	8/20/1963	TEXAS	LIVE OAK	196	587	
C058239000	JOSEPHINE CANFIELD, ET AL	PAN AMERICAN PETROLEUM COMPANY	Easement / Right- of-Way	8/20/1963	TEXAS	LIVE OAK	196	583	
AR028267000	THE ATLANTIC REFINING COMPANY	SOCONY MOBIL OIL COMPANY INC	Easement / Right- of-Way	2/24/1966	TEXAS	LIVE OAK	205	310	
C071631000	R C HARRIS ET AL	PAN AMERICAN PETROLEUM CORPORATION	Easement / Right- of-Way	1/03/1969	TEXAS	LIVE OAK	218	499	
AR050848000	AMOCO PRODUCTION COMPANY ET AL	TRANSCONTINENTAL GAS PIPE LINE CORPORATION	Easement / Right- of-Way	9/07/1973	TEXAS	LIVE OAK	255	102	42477
AR055007000	J.R. SKAGGS	ATLANTIC RICHFIELD COMPANY	Easement / Right- of-Way	5/12/1977	TEXAS	LIVE OAK	281	36	51168
AR062148000	MAY DOUGHERTY KING ET AL	ATLANTIC RICHFIELD COMPANY	Easement / Right- of-Way	9/07/1982	TEXAS	LIVE OAK	354	445	77265
AR080219000	MAY DOUGHERTY KING ET AL	ATLANTIC RICHFIELD COMPANY	Easement / Right- of-Way	5/01/1986	TEXAS	LIVE OAK	398	193	94977



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 300j, in effect as of the Closing Date, and all similar Laws in effect as of the Closing Date of any Governmental Authority having jurisdiction over the property in question addressing (a) pollution or pollution control; (b) protection of human health, natural resources, the environment or biological resources or (c) the disposal or Release or threat of Release of Hazardous Substances.

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

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

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

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

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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.

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Schedule 1.1

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

			<u> </u>	xcluded Assets				
Agmt No.	Grantor / Lessor	Grantee / Lessee	Effec. Date	State	Agmt Type	State	County	Excluded Asset
0422135000	ROSE FAY VOLLRATH ET VIR	ATLANTIC RICHFIELD COMPANY	04/06/1948	Company Fee	Mineral and Surface	TEXAS	LIVE OAK	MINERALS

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CERTIFICATE

THE STATE OF TEXAS

COUNTY OF LIVE OAK:

I, IDA VASQUEZ, County Clerk of Live Oak County, Texas do hereby certify that the foregoing is a true and correct copy of:

ASSIGNMENT AND BILL OF SALE

FROM BP AMERICA PRODUCTION COMPANY
TO BPX OPERATING COMPANY

as the same appears of record in my office in Volume <u>465</u> Page <u>147</u> of the <u>OFFICIAL PUBLIC RECORDS</u> of Live Oak County, Texas.

IN TESTIMONY WHEREOF, Witness my hand and official seal of office at George West, Texas on this, **Tuesday**, **July 05**, **2022**.

Without recourse on me.

IDA VASQUEZ, COUNTY CLERK Live Oak County, Texas

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