

**ASSIGNMENT AND BILL OF SALE**

STATE OF TEXAS

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COUNTY OF NEWTON

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 Newton 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 Newton 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 Newton 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.

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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, ASSIGNEE 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.

(B) 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 ASSIGNOR OR ITS AFFILIATES ASSOCIATED WITH THE SAME.

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(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. Assignee Assumed Obligations. 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. Successors and Assigns. 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. 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.

7. 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 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. 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]

Assignment 4 of 4

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OF COUNTY CLERK'S RECORD  
NEWTON COUNTY TEXAS  
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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**

By: Shandy E. Robl  
Name: Shandy E. Robl

Title: Attorney-in-Fact

STATE OF COLORADO §

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COUNTY OF DENVER §

On this 28<sup>th</sup> 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.

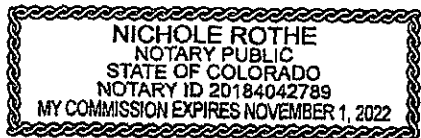
Given under my hand and seal this 28<sup>th</sup> day of April, 2022.

My Commission Expires:  
November 1, 2022

Nichole Rothe  
Notary Public, State of Colorado

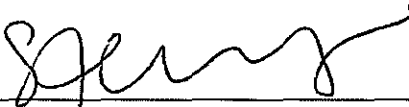
Nichole Rothe  
Name (Typed or Printed)

20184042789  
Notary's Identification Number



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OF CO. INSTRUMENTS RECORD  
NEWTON COUNTY, TEXAS  
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ASSIGNEE  
**BPX OPERATING COMPANY**

By: 

Name: Stephanie Gannaway

Title: Attorney in Fact

STATE OF COLORADO §

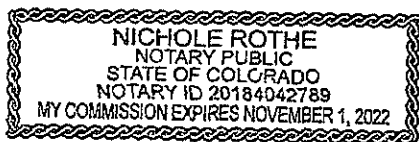
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COUNTY OF DENVER §

On this 28<sup>th</sup> 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 28<sup>th</sup> day of April, 2022.

My Commission Expires:  
November 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

Leases									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rept./Regis.
0422854000	J H KURTH, JR. & S. W. HE	DOUGLAS V. MARSHALL	Private Leasehold	5/22/1951	TEXAS	NEWTON	110	384	N/A
0422855001	J. W. MINTON ESTATE, A PARTNERSHIP	ATLANTIC RICHFIELD COMPANY	Private Leasehold	8/28/1991	TEXAS	NEWTON	373	455	N/A
0422856001	ALICE LANE VENABLE AND HUSBAND ROBERT VENABLE	ATLANTIC RICHFIELD COMPANY	Private Leasehold	9/06/1991	TEXAS	NEWTON	376	775	N/A
0422856002	CHARLINE LANE GAYLE AND HUSBAND ROBERT GAYLE	ATLANTIC RICHFIELD COMPANY	Private Leasehold	9/06/1991	TEXAS	NEWTON	373	457	N/A
0422858001	MARGRETTA SANDERS BUNDY	TEXACO E & P INC.	Overriding Royalty Lease	4/21/1992	TEXAS	NEWTON	377	282	N/A
0422858003	MCADAMS TRUST NO. 1, ET AL	TEXACO E & P INC.	Overriding Royalty Lease	1/04/1993	TEXAS	NEWTON	385	286	N/A
0422858004	DONALD A WILKINS, A SINGLE MAN	TEXACO E & P INC.	Overriding Royalty Lease	3/31/1993	TEXAS	NEWTON	385	625	N/A
1007340000	ATLANTIC RICHFIELD COMPANY	INTERNATIONAL NUCLEAR CORPORATION	Granted Mineral Lease	2/20/1970	TEXAS	NEWTON	240	887	N/A
1013213000	BP AMERICA PRODUCTION COMPANY	SEELY OIL COMPANY	Granted Mineral Lease	6/01/2014	TEXAS	NEWTON	648	923	156769
1013324000	BP AMERICA PRODUCTION COMPANY	BRAMMER ENGINEERING, INC	Term Assignment	6/01/2014	TEXAS	NEWTON	650	582	N/A
1015706000	BP AMERICA PRODUCTION COMPANY	SEELY OIL COMPANY	Granted Mineral Lease	5/01/2015	TEXAS	NEWTON	660	834	158808
1500026000	BP AMERICA PRODUCTION COMPANY	COPESTONE ENERGY PARTNERSI, LLC	Granted Mineral Lease	6/01/2016	TEXAS	NEWTON	673	873	161197
C171713000	BP AMERICA PRODUCTION COMPANY	EOG RESOURCES INC	Granted Mineral Lease	2/01/2004	TEXAS	NEWTON	500	899	N/A
C183381000	BP AMERICA PRODUCTION COMPANY	EMPIRE ENERGY III LTD	Granted Mineral Lease	3/24/2004	TEXAS	NEWTON	504	68	128506
C185243000	BP AMERICA PRODUCTION COMPANY	KRESCENT ENERGY PARTNERS I LP	Granted Mineral Lease	1/18/2005	TEXAS	NEWTON	515	230	N/A
C193618000	BP AMERICA PRODUCTION COMPANY	DELTA PETROLEUM CORPORATION	Granted Mineral Lease	7/17/2006	TEXAS	NEWTON	537	484	135466
C193916000	BP AMERICA PRODUCTION COMPANY	SWIFT ENERGY COMPANY	Granted Mineral Lease	11/20/2006	TEXAS	NEWTON	541	38	135906

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**Leases**

<b>Agmt No.</b>	<b>Grantor / Lessor</b>	<b>Grantee / Lessee</b>	<b>Agmt Type</b>	<b>Effec. Date</b>	<b>State</b>	<b>County</b>	<b>Book</b>	<b>Page</b>	<b>Rcpt./Regis.</b>
C194961000	BP AMERICA PRODUCTION COMPANY	ANADARKO NEWTON COUNTY LLC	Granted Mineral Lease	11/09/2007	TEXAS	NEWTON	587	296	N/A
C194962000	BP AMERICA PRODUCTION COMPANY	ANADARKO NEWTON COUNTY LLC	Granted Mineral Lease	11/10/2007	TEXAS	NEWTON	587	298	N/A
C199482000	BP AMERICA PRODUCTION COMPANY	UNION GAS CORPORATION	Granted Mineral Lease	4/09/2008	TEXAS	NEWTON	574	713	139893
VR002081000	VASTAR RESOURCES INC	UNION PETROLEUM COMPANY	Granted Mineral Lease	6/23/1997	TEXAS	NEWTON	427	808	N/A
VR002240000	NEWTON COUNTY, TEXAS FML 343, H. & T. C	UNION PACIFIC RESOURCES COMPANY	Granted Mineral Lease	12/21/1962	TEXAS	NEWTON	382	905	N/A
VR002244000	ATLANTIC RICHFIELD COMPANY	UNION PACIFIC RESOURCES COMPANY	Granted Mineral Lease	1/14/1993	TEXAS	NEWTON	384	113	N/A
VR002309000	ATLANTIC RICHFIELD COMPANY	UNION PACIFIC RESOURCES COMPANY	Granted Mineral Lease	7/01/1993	TEXAS	NEWTON	387	804	N/A

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 OF COUNTY CLERK'S RECORDS  
 NEWTON COUNTY, TEXAS  
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**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 Interests									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rept./Regis.
0422568000	HUFFMAN, A M	ATLANTIC REFINING COMPANY	Mineral Only	11/30/1951	TEXAS	NEWTON	106	337	N/A
0422569060	KIRBY LUMBER CORPORATION	OIL RESERVES CORPORATION	Mineral Only	5/27/1958	TEXAS	NEWTON	148	521	N/A
0422570060	KIRBY LUMBER CORPORATION	OIL RESERVES CORPORATION	Mineral Only	2/09/1960	TEXAS	NEWTON	159	629	N/A
0422571060	KIRBY LUMBER CORPORATION	OIL RESERVES CORPORATION	Mineral Only	4/14/1958	TEXAS	NEWTON	149	319	N/A
0422572061	NEWTON INDEPENDENT SCHOOL DISTRICT	OIL RESERVES CORPORATION	Mineral Only	5/10/1960	TEXAS	NEWTON	162	149	N/A
0422573060	KIRBY LUMBER CORPORATION	OIL RESERVES CORPORATION	Mineral Only	5/27/1958	TEXAS	NEWTON	148	523	N/A
0422574060	SIEGEL, RENEE DARRYL KRAKOWER, TRUST	SINCLAIR OIL AND GAS COMPANY	Mineral Only	6/01/1967	TEXAS	NEWTON	220	362	33914
0422575060	BERTMAN, J G, JR	SINCLAIR OIL AND GAS COMPANY	Royalty	11/01/1967	TEXAS	NEWTON	226	111	35454
0422576060	SHELBY, J T	TEXAS GULF PRODUCING ET AL	Mineral Only	2/16/1949	TEXAS	NEWTON	290	684	N/A
0422577060	NEWTON COUNTY DISTRICT COURT	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	8/21/1922	TEXAS	NEWTON	25	265	N/A
0422578060	DISTRICT COURT OF NEWTON COUNTY	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	8/30/1911	TEXAS	NEWTON	6	551	N/A
0422579060	COW CREEK TRAM COMPANY, ET AL	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	1/06/1902	TEXAS	NEWTON	U	139	N/A
0422581060	SAUNDERS, C G	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	8/13/1901	TEXAS	NEWTON	S	416	N/A
0422582060	DISTRICT COURT OF NEWTON COUNTY TEXAS	HUSTON, NEWTON, ET AL	Mineral Only	Unknown	TEXAS	NEWTON	393	374	99669
0422583060	HOUSTON OIL COMPANY OF TEXAS	ATLANTIC REFINING COMPANY	Mineral Only	6/06/1956	TEXAS	NEWTON	135	168	N/A
0422584060	SAUNDERS, C G	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	8/13/1901	TEXAS	NEWTON	S	416	N/A
0422585060	TEXAS PINE LAND ASSOCIATION	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	7/31/1901	TEXAS	NEWTON	T	205	N/A
0422586060	LEWIS, GEORGE W	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	2/23/1909	TEXAS	NEWTON	127	308	N/A

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 OF COUNTY OF TEXAS RECORDS  
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Mineral Interests									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
0422587060	WIESS, MARK	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	12/12/1901	TEXAS	NEWTON	U	151	N/A
0422589060	DISTRICT COURT OF NEWTON COUNTY, TEXAS	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	11/24/1902	TEXAS	NEWTON	38	358	N/A
0422591060	STEPHENSON, JAMES B	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	4/15/1911	TEXAS	NEWTON	7	564	N/A
0422592060	KIRBY LAND & LUMBER COMPANY	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	7/30/1901	TEXAS	NEWTON	T	214	N/A
0422597060	HOUSTON OIL COMPANY OF TEXAS, ET AL	REPUBLIC PRODUCTION COMPANY, ET AL	Mineral Only	11/15/1916	TEXAS	NEWTON	16	152	N/A
0422602060	HUGHES, T M, JR	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	10/06/1923	TEXAS	NEWTON	27	1	N/A
0422605060	WINGATE, DAVID R, ET AL	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	2/7/1893	TEXAS	NEWTON	P	50	N/A
0422610060	TEXAS AND LOUISIANA LAND AND LUMBER CO	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	7/30/1901	TEXAS	NEWTON	S	407	N/A
0422653060	KIRBY, J.H.	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	9/23/1903	TEXAS	NEWTON	U	528	N/A
0422660060	CHAPMAN, J.R.	SOUTHWESTERN LUMBER COMPANY	Mineral Only	6/12/1920	TEXAS	NEWTON	22	404	N/A
0422668060	PIERCE, F J, ET UX	POWELL, G W	Mineral Only	3/18/1889	TEXAS	NEWTON	K	508	N/A
0422674060	NEWTON COUNTY DISTRICT COURT	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	3/15/1912	TEXAS	NEWTON	11	482	N/A
0422675060	STARK, W H	WINGATE, D R	Mineral Only	2/1/1893	TEXAS	NEWTON	P	33	N/A
0422685060	STATE OF TEXAS	STARKEY, WALTER	Mineral Only	4/13/1944	TEXAS	NEWTON	72	208	N/A
0422716060	KIRBY LUMBER CORPORATION	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	5/27/1921	TEXAS	NEWTON	23	186	N/A
0422740060	HOUSTON OIL COMPANY OF TEXAS, ET AL	ATLANTIC RICHFIELD COMPANY	Mineral Only	1/18/1913	TEXAS	NEWTON	9	447	N/A
0422754060	MARK WIESS	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	11/14/1901	TEXAS	NEWTON	T	441	N/A
0422777060	HOUSTON OIL COMPANY OF TEXAS	SOUTHWESTERN SETTLEMENT AND DEVELOPMENT	Mineral Only	8/04/1916	TEXAS	NEWTON	15	282	N/A

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Mineral Interests									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rept./Regis.
0422788060	BEAUMONT LUMBER COMPANY	HOUSTON OIL COMPANY OF TEXAS	Mineral Only	1/03/1902	TEXAS	NEWTON	U	161	N/A
0422807060	G. M. KIRBY	VASTAR RESOURCES, INC.	Mineral Only	1/08/1902	TEXAS	NEWTON	2	212	N/A
0422826060	G. M. KIRBY	HOUSTON OIL COMPANY	Mineral Only	5/01/1902	TEXAS	NEWTON	U	515	N/A
0422828060	HOUSTON OIL COMPANY	ATLANTIC RICHFIELD COMPANY	Mineral Only	8/13/1902	TEXAS	NEWTON	V	472	N/A
0422829060	G. M. KIRBY	HOUSTON OIL COMPANY	Mineral Only	8/22/1902	TEXAS	NEWTON	U	520	N/A
0422842060	AMERICAN REPUBLICS CORPORAT	ATLANTIC RICHFIELD COMPANY	Mineral Only	7/28/1904	TEXAS	NEWTON	X	20	N/A
0422848060	AMERICAN REPUBLICS CORPORAT	ATLANTIC RICHFIELD COMPANY	Mineral Only	3/20/1945	TEXAS	NEWTON	77	387	N/A
0422849060	ATLANTIC RICHFIELD COMPANY	VASTAR RESOURCES, INC.	Mineral Only	3/20/1945	TEXAS	NEWTON	77	383	N/A
0422850060	AMERICAN REPUBLICS CORPORAT	ATLANTIC RICHFIELD COMPANY	Mineral Only	7/25/1932	TEXAS	NEWTON	42	162	N/A
0902623001	OLD OCEAN OIL CO	STANOLIND OIL AND GAS CO	Royalty	4/30/1954	TEXAS	NEWTON	119	596	N/A
0903146001	SWAN OIL CO	PAN AMERICAN PETRO CORP	Royalty	5/01/1965	TEXAS	NEWTON	204	7	N/A
0903681001	GREAT EXPECTATIONS OIL	PAN AMERICAN PETRO CORP	Royalty	1/10/1964	TEXAS	NEWTON	193	287	N/A
0907701001	ST GERMAIN, R J	SALTMOUNT OIL COMPANY	Royalty	7/16/1937	TEXAS	NEWTON	55	334	N/A

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**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									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rept./Regis.
AR009633000	BEULAH R COCHRAN	ATLANTIC RICHFIELD COMPANY	Surface Agmt	5/18/1982	TEXAS	NEWTON	310	89	N/A
AR014825000	CHAMPION PAPER & FIBER COMPANY	THE ATLANTIC REFINING COMPANY	Surface Agmt	7/24/1956	TEXAS	NEWTON	N/A	N/A	11713
AR016323000	KIRBY LUMBER CORP - HANKAMER B BATTERY NO. 2	HOUSTON OIL COMPANY OF TEXAS	Easement / Right-of-Way	1/31/1956	TEXAS	NEWTON	131	397	N/A
AR016361000	CHAMPION PAPER & FIBRE COMPANY - PIPELINE ROW	HOUSTON OIL COMPANY OF TEXAS	Easement / Right-of-Way	11/24/1952	TEXAS	NEWTON	114	356	N/A
AR016417000	FREDERICK, BRAVO ET UX & STEPHENSON, K W AND WARD	HOUSTON OIL COMPANY OF TEXAS	Easement / Right-of-Way	10/22/1952	TEXAS	NEWTON	114	101	N/A
AR016418000	FREDERICK, BRAVO ET UX & STEPHENSON, K W AND WARD	HOUSTON OIL COMPANY OF TEXAS	Easement / Right-of-Way	10/22/1952	TEXAS	NEWTON	114	103	N/A
AR016425000	REISSIG, HERMAN A ET AL	HOUSTON OIL COMPANY OF TEXAS	Easement / Right-of-Way	11/03/1952	TEXAS	NEWTON	114	221	N/A
AR016427000	KIRBY LUMBER CORPORATION	HOUSTON OIL COMPANY OF TEXAS	Easement / Right-of-Way	10/27/1953	TEXAS	NEWTON	118	111	N/A
AR016429000	KIRBY LUMBER CORPORATION	HOUSTON OIL COMPANY OF TEXAS	Surface Agmt	9/17/1952	TEXAS	NEWTON	N/A	N/A	Unknown
AR016529000	SOUTHWESTERN SETTLEMENT AND DEV CORP	HOUSTON OIL COMPANY OF TEXAS	Surface Agmt	5/29/1956	TEXAS	NEWTON	N/A	N/A	11125
AR017351000	KIRBY LUMBER CORPORATION	THE ATLANTIC REFINING COMPANY	Surface Agmt	10/17/1957	TEXAS	NEWTON	N/A	N/A	13400
AR019505000	PHILIP B LUCAS	THE ATLANTIC REFINING COMPANY	Surface Agmt	4/27/1959	TEXAS	NEWTON	N/A	N/A	15865
AR019587000	KIRBY LUMBER CORP - COMPRESSOR STATION & ROW	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	3/23/1959	TEXAS	NEWTON	154	100	N/A
AR019588000	KIRBY LUMBER CORPORATION - PIPELINE ROW	ATLANTIC REFINING COMPANY	Easement / Right-of-Way	5/15/1959	TEXAS	NEWTON	154	105	N/A
AR022099000	R A HOLMES	THE ATLANTIC REFINING COMPANY	Surface Agmt	7/18/1961	TEXAS	NEWTON	174	511	N/A
AR023000000	PHILIP B LUCAS	THE ATLANTIC REFINING COMPANY	Surface Agmt	7/20/1961	TEXAS	NEWTON	174	509	N/A
AR024582000	BERTIE HOLMES BOODRY ET AL	THE ATLANTIC REFINING COMPANY	Surface Agmt	3/08/1963	TEXAS	NEWTON	187	469	N/A
AR024693000	KIRBY LUMBER CORPORATION	THE ATLANTIC REFINING COMPANY	Surface Agmt	4/02/1963	TEXAS	NEWTON	188	153	N/A
AR024742000	MATTERSON E MOORE ET UX	THE ATLANTIC REFINING COMPANY	Surface Agmt	4/23/1963	TEXAS	NEWTON	188	129	N/A
AR024749000	CHAMPION PAPER, INC	THE ATLANTIC REFINING COMPANY	Surface Agmt	3/11/1963	TEXAS	NEWTON	189	53	N/A
AR025405000	SOUTHERN PINE LUMBER COMPANY	THE ATLANTIC RICHFIELD COMPANY	Easement / Right-of-Way	9/03/1963	TEXAS	NEWTON	190	347	N/A

This is a copy of the original document.  
 The original document is located in the  
 records of the County Clerk of Newton  
 County, Texas.  
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Easements									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rept./Regis.
AR025466000	CHAMPION PAPER, INC	THE ATLANTIC REFINING COMPANY	Surface Agmt	9/06/1963	TEXAS	NEWTON	191	178	N/A
AR025593000	ESTATE OF B.E. QUINN SR ET AL	THE ATLANTIC REFINING COMPANY	Surface Agmt	10/04/1963	TEXAS	NEWTON	192	77	N/A
AR025594000	BERTHA QUINN ET AL	THE ATLANTIC REFINING COMPANY	Surface Agmt	5/20/1963	TEXAS	NEWTON	192	87	N/A
AR025959000	CHAMPION PAPER, INC	THE ATLANTIC REFINING COMPANY	Surface Agmt	2/03/1964	TEXAS	NEWTON	194	316	N/A
AR026065000	BERTHA QUINN ET AL	THE ATLANTIC REFINING COMPANY	Surface Agmt	2/18/1964	TEXAS	NEWTON	195	60	N/A
AR031682000	LANIER, TEMPIE ET AL	ATLANTIC RICHFIELD COMPANY & SINCLAIR OIL & GAS COMPANY	Surface Agmt	4/25/1968	TEXAS	NEWTON	226	379	N/A
AR064549000	TEMPLE-EASTEX INCORPORATED	ATLANTIC RICHFIELD COMPANY	Surface Agmt	2/10/1982	TEXAS	NEWTON	529	266	0064085
AR064552000	CHAMPION INTERNATIONAL CORPORATION	ARCO OIL AND GAS COMPANY	Surface Agmt	2/12/1982	TEXAS	NEWTON	308	829	N/A
C017193000	KANSAS CITY SOUTHERN RR	STANOLIND OIL AND GAS COMPANY	Easement / Right-of-Way	10/21/1949	TEXAS	NEWTON	N/A	N/A	17193

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## 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"

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 BFX Operating Company, as Assignee, effective March 1, 2022

**Excluded Assets**

No Assets Excluded In Newton County, Texas

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17410 DR  
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788 577

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Sandra K. Duckworth  
COUNTY CLERK

115 Court Street  
PO Box 484  
Newton, Texas, 75966  
PHONE (409) 379-5341  
FAX (409) 379-9049



**DO NOT DESTROY**  
**WARNING-THIS IS PART OF THE OFFICIAL RECORD**

INSTRUMENT NO. 174710

FILED FOR REGISTRATION JULY 12, 2022 09:54AM 16PGS \$86.00

SUBMITTER: ENSLEY PROPERTIES INC

RETURN TO:

ENSLEY PROPERTIES INC  
5850 SAN FELIPE  
STE 500  
HOUSTON TX 77057

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped here on by me and was duly RECORDED in the Official Public Records of NEWTON COUNTY, TEXAS.

BY: Sandra K. Duckworth

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

I CERTIFY THIS A TRUE AND CORRECT COPY as the same appears of file and of record in the County Clerks Office in NEWTON COUNTY, TEXAS  
Witness my Hand and Seal of Office this 12 day of July AD 2022  
SANDRA K. DUCKWORTH COUNTY CLERK  
BY: Michelle Medley Deputy

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OF COUNTY CLERK'S RECORD  
NEWTON COUNTY, TEXAS  
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