

Beauregard Parish Recording Page

Brian S Lestage
Clerk of Court
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First VENDOR

BP AMERICA PRODUCTION COMPANY

First VENDEE

BPX OPERATING COMPANY

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Recorded Information

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On (Recorded Date) 07/05/2022

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CLERK OF COURT
BRIAN S LESTAGE
Parish of Beauregard

I certify that this is a true copy of the attached document that was filed for registry and
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Recorded in Book 1070 Page 547
File Number 577832

Deputy Clerk

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ASSIGNMENT AND BILL OF SALE

STATE OF LOUISIANA

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PARISH OF BEAUREGARD

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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 Beauregard Parish, Louisiana 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 Beauregard Parish, Louisiana 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 Beauregard Parish, Louisiana and including those described on Exhibit B and, surface rights and all other rights to the extent appurtenant to or used or held for use in connection with the ownership, or operation, of the Oil and Gas Properties, the production, gathering, sale or disposal of Hydrocarbons or the production or disposal of water from the Oil and Gas Properties, including those described on Exhibit B (the “**Easements**”), subject in each case to receipt of any Required Consents, and all fee simple surface estates not described in (a) and (b) above to the extent appurtenant to or used or held for use in connection with the ownership, or operation, of the Oil and Gas Properties, the production, gathering, sale

or disposal of Hydrocarbons or the production or disposal of water from the Oil and Gas Properties,

(f) any equipment, machinery, fixtures, improvements and other personal, movable and mixed property, whether operational or nonoperational, known or unknown, owned or leased, located on or used or held for use in connection with any of the Oil and Gas Properties, including well equipment, casing, tubing, pumps, motors, machinery, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, manifolds, and all pads, structures, buildings, materials, and other items used in the operation thereof, as of the Effective Time (all such items, along with those items in clause (h), collectively, the “**Personal Property**”);

(g) to the extent effective as of the Closing Date, all Contracts, subject in each case to receipt of any Required Consents, that are binding on the Oil and Gas Properties or that relate to the ownership or operation of the Oil and Gas Properties (but only to the extent applicable to the Oil and Gas Properties), including operating agreements, unitization, pooling and communitization agreements, declarations and orders, area of mutual interest agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements and other Contracts in which the Assignor acquired interests in any other Assets, transportation agreements, agreements for the sale and purchase of Hydrocarbons and processing agreements (excluding any Leases and Contracts that are Excluded Assets, the “**Conveyed Contracts**”);

(h) all files, records and data (including electronic data) or copies thereof in the possession of the Assignor to the extent related to the Assets, including: (i) lease files, land files, wells files, division order files, abstracts, title files, engineering and/or production files, non-interpretive maps, and accounting, legal and Tax records; (ii) AFEs, engineering records, non-interpretive reservoir information, daily drilling and completion plans and reports, and wellbore diagrams; (iii) marketing contracts; (iv) environmental files, reports and records; and (v) all geological or geophysical or other seismic or related technical data, information, or records relating to the Assets, to the extent transferable by Assignor without payment of additional consideration to a third party, together with all interpretations and analyses thereof (collectively, the “**Records**”);

(i) any SCADA, measurement technology and any other automation systems, including meters and related telemetry on Wells, power lines, telephone and communication lines, and other appurtenances used or held for use in connection with any of the other Assets described herein;

(j) all Hydrocarbons in storage or existing at the Effective Time in stock tanks, pipelines and/or plants (including inventory) and produced from or attributable to the Oil and Gas Properties,

(k) all rights, claims and causes of action (including warranty and similar claims, indemnity claims and defenses and insurance claims) of the Assignor against Third Parties, arising on or after the Effective Time, and to the extent relating to (i) a casualty, condemnation, loss or other damage to the Assets which has not been fully repaired or replaced with substantially similar assets, (ii) the obligations assumed by the Assignee pursuant to this Agreement or (iii) with respect to which the Assignee has an obligation to indemnify the Assignor, before the Effective Time;

(l) all rights, benefits and obligations arising from or in connection with any gas imbalances on or after the Effective Time; and

(m) all trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, other receivables and all audit rights to the extent arising under any of the Conveyed Contracts or otherwise with respect to the Assets for any period from and after the Effective Time.

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

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 VICIES, (XXI) ANY INFORMATION PROVIDED TO ASSIGNEE, AND ASSIGNEE (ON BEHALF OF ITS SUCCESSORS AND ASSIGNS) IRREVOCABLY WAIVES ANY AND ALL CLAIMS THEY MAY HAVE AGAINST ASSIGNEE OR ITS AFFILIATES ASSOCIATED WITH THE SAME.

(c) (I) ASSIGNOR MAKES NO, AND DISCLAIMS ANY, REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO COMPLIANCE WITH ENVIRONMENTAL LAWS, OR THE ENVIRONMENTAL OR PHYSICAL CONDITION OF THE ASSETS AND (II) ASSIGNEE (ON BEHALF OF ITS SUCCESSORS AND ASSIGNS) IRREVOCABLY WAIVES AND RELEASES FOR ALL PURPOSES ALL OBJECTIONS AND CLAIMS AGAINST ASSIGNOR OR ITS AFFILIATES ASSOCIATED WITH VIOLATIONS OF ENVIRONMENTAL LAW AND THE ENVIRONMENTAL OR PHYSICAL CONDITION OF THE ASSETS.

3. 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 parish or a federal, tribal, or state agency or office may contain only those portions of the Exhibits to this Assignment that describe property under the jurisdiction of that agency or office. Complete copies of this Assignment containing the entire Exhibits have been retained by Assignor and Assignee.

8. Amendments and Severability No amendments, waivers or other modifications of this Assignment will be effective or binding on either of the Parties unless the same are in writing, designated as an amendment or modification, and signed by both Parties. The invalidity of any one or more provisions of this Assignment will not affect the validity of this Assignment as a whole, and in case of any such invalidity, this Assignment will be construed as if the invalid provision had not been included herein

9. Waiver of Compliance. Any failure of Assignor, on the one hand, or Assignee, on the other hand, to comply with an obligation, covenant, agreement or condition contained in this Assignment may be expressly waived in writing by the non-failing Party, but, except as otherwise provided in this Assignment, such waiver or failure to insist upon strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

[Signature Page Follows]

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

WITNESSES.

Kyle Handy

Printed Name: Kyle Handy

Tanya Curcuto

Printed Name Tanya Curcuto

ASSIGNOR

BP AMERICA PRODUCTION COMPANY

By: Shandy E. Robl

Name Shandy E. Robl

Title: Attorney-in-Fact

STATE OF COLORADO

COUNTY OF DENVER

On this 28th day of April, 2022, before me, the undersigned authority, personally appeared Shandy E Robl as Attorney-in-Fact, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Commission expires November 1, 2022

[Signature]
NOTARY PUBLIC in and for Colorado

STATE OF COLORADO

COUNTY OF DENVER

Before me, the undersigned authority, personally came and Appeared Kyle Handy, who, being first duly sworn, deposes and says that he was one of the subscribing witnesses to the execution of the foregoing instrument by Shandy E Robl as Attorney-in-Fact, who signed the same in his presence and that of the other subscribing witness(es) to such signature(s) whose name(s) (signatures) are affixed as such, and that he now recognizes all said signatures to be true and genuine.

Kyle Handy

Subscribing Witness

Sworn to and subscribed before me, Notary, on this 28th day of April, 2022

My Commission expires November 1, 2022.

[Signature]
NOTARY PUBLIC in and for Colorado

[Faint Notary Seal]

WITNESSES

Kyle Handy

Printed Name Kyle Handy

Tanya Curcuruto

Printed Name: Tanya Curcuruto

ASSIGNEE

BPX OPERATING COMPANY

By: Stephanie Gannaway

Name Stephanie Gannaway

Title Attorney-in-Fact

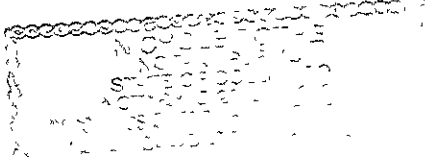
STATE OF COLORADO

COUNTY OF DENVER

On this 28th day of April, 2022, before me, the undersigned authority, personally appeared Stephanie Gannaway as Attorney-in-Fact, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Commission expires November 1, 2022

Nicole Pade
NOTARY PUBLIC in and for Colorado



STATE OF COLORADO

COUNTY OF DENVER

Before me, the undersigned authority, personally came and Appeared Kyle Handy, who, being first duly sworn, deposes and says that he was one of the subscribing witnesses to the execution of the foregoing instrument by Stephanie Gannaway as Attorney-in-Fact, who signed the same in his presence and that of the other subscribing witness(es) to such signature(s) whose name(s) (signatures) are affixed as such, and that he now recognizes all said signatures to be true and genuine

Kyle Handy

Subscribing Witness

Sworn to and subscribed before me, Notary, on this 28th day of April, 2022

My Commission expires November 1, 2022.

Nicole Pade

NOTARY PUBLIC in and for Colorado

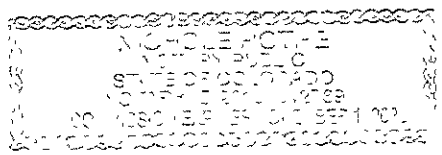


EXHIBIT "A-1"

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	Parish	Book	Page	Rept./Regis.
0413011001	G PEARY LILLIEDOLL ET AL	THE ATLANTIC REFINING COMPANY	Private Leasehold	7/25/1947	LOUISIANA	BEAUREGARD	N/A	N/A	83620
0413023001	THOMAS H BAYNE	MAGNOLIA PETROLEUM COMPANY	Private Leasehold	6/08/1948	LOUISIANA	BEAUREGARD	81-G	223	87471
0413016000	LAURA UNDERHILL ET AL	THE ATLANTIC REFINING COMPANY	Private Leasehold	9/15/1950	LOUISIANA	BEAUREGARD	81	236	101329
0413018000	FRANKIE THACKREY, ET AL	ATLANTIC RICHFIELD COMPANY	Private Leasehold	3/17/1952	LOUISIANA	BEAUREGARD	81-R	478	109603
0413024000	EARL STUTESMAN ET AL	THE ATLANTIC REFINING COMPANY	Private Leasehold	8/20/1952	LOUISIANA	BEAUREGARD	N/A	N/A	110588
0413025000	MUSSER DAVIS LAND COMPANY	THE ATLANTIC REFINING COMPANY	Private Leasehold	9/30/1952	LOUISIANA	BEAUREGARD	119	180	110706
0413021001	CORNELUS DOORNBOS, ET AL	TEXAS GULF PRODUCING COMPANY	Private Leasehold	11/03/1953	LOUISIANA	BEAUREGARD	N/A	N/A	114141
0413021002	MICHIGAN LA MINERALS, INC.	TEXAS GULF PRODUCING COMPANY	Private Leasehold	11/03/1953	LOUISIANA	BEAUREGARD	N/A	N/A	114265
0413020001	THE LONG-BELL LUMBER COMPAN	TEXAS GULF PRODUCING COMPANY	Private Leasehold	11/05/1953	LOUISIANA	BEAUREGARD	N/A	N/A	114138
0413021003	CHARLES EDWARD GREGORY ET A	TEXAS GULF PRODUCING COMPANY	Private Leasehold	1/01/1954	LOUISIANA	BEAUREGARD	N/A	N/A	114265
0413030000	W K CRAWFORD AND WILLIAM G JACKSON, ET AL	THE ATLANTIC REFINING COMPANY	Private Leasehold	10/17/1955	LOUISIANA	BEAUREGARD	N/A	N/A	123691
0412994001	E L. LOWERY	SINCLAIR OIL & GAS COMPANY	Private Leasehold	3/28/1956	LOUISIANA	BEAUREGARD	N/A	N/A	126722
0413022001	INTERNATIONAL PAPER COMPANY	TEXAS GULF PRODUCING COMPANY	Private Leasehold	2/21/1957	LOUISIANA	BEAUREGARD	N/A	N/A	131484
0412995001	COLUMBIA LAND & TIMBER COMPANY	FRANK R. BAILEY, JR.	Overriding Royalty Lease	3/09/1962	LOUISIANA	BEAUREGARD	198	158	163681
0413031000	THE LUTCHER & MOORE LUMBER COMPANY	R. L. HENRY	Private Leasehold	6/14/1962	LOUISIANA	BEAUREGARD	N/A	N/A	158284

Leases									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	Parish	Book	Page	Rept./Regis.
0413033000	HEYDON NEWPORT CHEMICAL CORPORATION	THE ATLANTIC REFINING COMPANY	Private Leasehold	5/08/1963	LOUISIANA	BEAUREGARD	N/A	N/A	163134
0413035000	CENTRAL COAL & COKE CORPORATION	ATLANTIC RICHFIELD COMPANY	Private Leasehold	3/04/1971	LOUISIANA	BEAUREGARD	N/A	N/A	212989
0718494000	W R SMITH, ET AL	MUNCHRATH, MARVIN A	Overriding Royalty Lease	6/14/1971	LOUISIANA	BEAUREGARD	N/A	N/A	220318
0413036000	MUSSER-DAVIS LAND COMPANY	ATLANTIC RICHFIELD COMPANY	Private Leasehold	9/01/1982	LOUISIANA	BEAUREGARD	N/A	N/A	307897
0413037000	KATHLEEN KOHLER WARNER	ATLANTIC RICHFIELD COMPANY	Private Leasehold	11/15/1982	LOUISIANA	BEAUREGARD	423	568	309758
0413038000	BOISE SOUTHERN COMPANY	ATLANTIC RICHFIELD COMPANY	Private Leasehold	12/28/1982	LOUISIANA	BEAUREGARD	N/A	N/A	344399
C199454000	BP AMERICA PRODUCTION COMPANY	FOREST OIL CORPORATION	Granted Mineral Lease	6/09/2008	LOUISIANA	BEAUREGARD	832	1	479208
C199455000	BP AMERICA PRODUCTION COMPANY	FOREST OIL CORPORATION	Granted Mineral Lease	6/09/2008	LOUISIANA	BEAUREGARD	832	5	479209
1002608000	BP AMERICA PRODUCTION COMPANY	EL PASO E&P COMPANY , L P	Granted Mineral Lease	8/20/2011	LOUISIANA	BEAUREGARD	882	110	500835
1003531000	BP AMERICA PRODUCTION COMPANY	EL PASO E&P COMPANY , L P	Granted Mineral Lease	12/01/2011	LOUISIANA	BEAUREGARD	889	60	503414
1003535000	BP AMERICA PRODUCTION COMPANY	EL PASO E&P COMPANY , L P	Granted Mineral Lease	12/19/2011	LOUISIANA	BEAUREGARD	889	66	503415
1511560000	BP AMERICA PRODUCTION COMPANY	DUNN EXPLORATION COMPANY LLC	Granted Mineral Lease	11/01/2019	LOUISIANA	BEAUREGARD	N/A	N/A	Unrecorded
1511642000	BP AMERICA PRODUCTION COMPANY	DUNN EXPLORATION COMPANY LLC	Granted Mineral Lease	1/27/2020	LOUISIANA	BEAUREGARD	N/A	N/A	Unrecorded
1511762000	BP AMERICA PRODUCTION COMPANY	DUNN EXPLORATION COMPANY LLC	Granted Mineral Lease	4/30/2020	LOUISIANA	BEAUREGARD	1036	720	562382
0413015000	MRS EDNA GIBSON ET AL	H B CORBETT	Private Leasehold	8/14/1933	LOUISIANA	BEAUREGARD	50	250	27475
0413007000	FRED HAWKINS ET UX	G G VAN NESTE	Private Leasehold	6/30/1938	LOUISIANA	BEAUREGARD	66	35	73220
0412999000	IRA SPIERS ET UX	THE ATLANTIC REFINING COMPANY	Private Leasehold	7/28/1938	LOUISIANA	BEAUREGARD	72	295	59553

Leases									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	Parish	Book	Page	Rcpt./Regis.
0413014000	W F CAMPBELL	D. E. MOORE	Private Leasehold	3/13/1933	LOUISIANA	BEAUREGARD	48	205	38944
0412996000	RICHARD H KNOX	THE ATLANTIC REFINING COMPANY	Private Leasehold	8/17/1938	LOUISIANA	BEAUREGARD	69	190	56375
0718128000	MUSSER-DAVIS LAND CO.	THE ATLANTIC REFINING COMPANY	Private Leasehold	8/17/1938	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown
0718544000	MUSSER-DAVIS LAND CO.	THE ATLANTIC REFINING COMPANY	Overriding Royalty Lease	8/17/1938	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown
0412997000	J D FRAZAR ET AL	HOMER TATE	Private Leasehold	8/19/1938	LOUISIANA	BEAUREGARD	66	371	54334
0413028002	THE FEDERAL LAND BANK OF NE	DR J D FRAZAR	Private Leasehold	8/24/1938	LOUISIANA	BEAUREGARD	66	609	54724
0413028001	J. D. FRAZAR	HOMER TATE	Private Leasehold	9/29/1938	LOUISIANA	BEAUREGARD	67	15	54723
0413004000	LELAND W. WELBORN ET UX	DEE FOREHAND	Private Leasehold	10/15/1938	LOUISIANA	BEAUREGARD	N/A	N/A	54987
0412998000	RICE-LAND LUMBER COMPANY	THE ATLANTIC REFINING COMPANY	Private Leasehold	11/04/1938	LOUISIANA	BEAUREGARD	67	258	55177
0413000000	RICE-LAND LUMBER COMPANY	THE ATLANTIC REFINING COMPANY	Private Leasehold	11/04/1938	LOUISIANA	BEAUREGARD	70	237	N/A
0718127000	RICE-LAND LUMBER COMPANY	THE ATLANTIC REFINING COMPANY	Private Leasehold	11/04/1938	LOUISIANA	BEAUREGARD	67	258	55177
0413005000	D A WHITMER	PETROLEUM PIPE LINE & STORAGE COMPANY	Private Leasehold	1/21/1939	LOUISIANA	BEAUREGARD	68	575	56096
0413002000	RICE-LAND LUMBER COMPANY	THE ATLANTIC REFINING COMPANY	Private Leasehold	9/22/1939	LOUISIANA	BEAUREGARD	N/A	N/A	59230
0413012000	RICE-LAND LUMBER COMPANY	TIDEWATER ASSOCIATED OIL COMPANY	Private Leasehold	9/22/1939	LOUISIANA	BEAUREGARD	73	135	59339
0413001000	RICHARD H. KNOX	THE ATLANTIC REFINING COMPANY	Private Leasehold	9/23/1939	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown
0413003000	RICE-LAND LUMBER COMPANY	THE ATLANTIC REFINING COMPANY	Private Leasehold	10/19/1939	LOUISIANA	BEAUREGARD	625	162	60580
0413006000	JASPER & EASTERN RAILWAY CO	ATLANTIC RICHFIELD COMPANY	Private Leasehold	3/07/1941	LOUISIANA	BEAUREGARD	N/A	N/A	64386

Leases									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	Parish	Book	Page	Rept./Regis.
0413008001	WILLIAM KEYTE ET AL	THE ATLANTIC REFINING COMPANY	Private Leasehold	9/21/1942	LOUISIANA	BEAUREGARD	N/A	N/A	68558
0413008002	JACK KEYTE, A MINOR, REPRESENTED HEREIN BY MRS ADA ROSS KEYTE, AS GUARDIAN	THE ATLANTIC REFINING COMPANY	Private Leasehold	10/11/1942	LOUISIANA	BEAUREGARD	N/A	N/A	69020
0413009000	MARIE HOAG DRUMM ET VIR	ATLANTIC RICHFIELD COMPANY	Private Leasehold	7/17/1943	LOUISIANA	BEAUREGARD	81-B	41	70379
0413010000	THE LUTCHER & MOORE LUMBER COMPANY	THE ATLANTIC REFINING COMPANY	Private Leasehold	11/18/1943	LOUISIANA	BEAUREGARD	84	274	71137
0413013000	LOGAN H BAGBY, JR	THE ATLANTIC REFINING COMPANY	Private Leasehold	2/14/1944	LOUISIANA	BEAUREGARD	85	191	N/A
0413011000	DR J D FRAZAR, ET AL	THE ATLANTIC REFINING COMPANY	Private Leasehold	8/30/1946	LOUISIANA	BEAUREGARD	N/A	N/A	79447

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	Parish	Book	Page	Rept./Regis.
0412986000	HOUSTON OIL COMPANY	AMERICAN REPUBLICS CORPORATION	Mineral and Surface	12/29/1950	LOUISIANA	BEAUREGARD	81	88	60092
0412987000	HOUSTON OIL COMPANY	AMERICAN REPUBLICS CORPORATION	Mineral and Surface	12/29/1950	LOUISIANA	BEAUREGARD	112	411	147181
0413026061	AMERICAN REPUBLICS CORPORATION	ATLANTIC RICHFIELD COMPANY	Mineral and Surface	2/08/1951	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown
0412993000	W.L. MEAUX	THE ATLANTIC REFINING COMPANY	Mineral and Surface	3/17/1952	LOUISIANA	BEAUREGARD	N/A	N/A	109084
0413019061	D J HINSON ET UX	DAVE O FRETZ	Mineral and Surface	3/19/1957	LOUISIANA	BEAUREGARD	153	131	131685
0413029061	SOUTHERN PRODUCTION COMPANY	SINCLAIR OIL & GAS COMPANY	Mineral and Surface	3/25/1963	LOUISIANA	BEAUREGARD	N/A	N/A	163021
0909240001	ANDREW J HEFLIN, ET AL	H B CORBETT	Royalty	8/14/1933	LOUISIANA	BEAUREGARD	50	250	40346
0909238001	IRA SPIERS ET UX	HOMER TATE	Royalty	7/28/1938	LOUISIANA	BEAUREGARD	66	431	54214
0909236001	W F CAMPBELL	D E MOORE	Royalty	3/13/1933	LOUISIANA	BEAUREGARD	48	205	38944
0909239001	MUSSER-DAVIS LAND CO.	THE ATLANTIC REFINING COMPANY	Royalty	9/23/1939	LOUISIANA	BEAUREGARD	74	2	60407

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	Parish	Book	Page	Rcpt./Regis.
AR004889000	D E. SLAYDON	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	1/15/1947	LOUISIANA	BEAUREGARD	N/A	N/A	83005
AR004891000	ALBERT O LOFTIN	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	2/05/1947	LOUISIANA	BEAUREGARD	N/A	N/A	83007
AR004892000	T C DOZIER	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	2/05/1947	LOUISIANA	BEAUREGARD	N/A	N/A	83002
AR004890000	RICHARD E DOORNBROS by CORNELIUS DOORNBOS his AIF	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	2/13/1947	LOUISIANA	BEAUREGARD	N/A	N/A	83006
AR004826000	GORDON A KING	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	5/29/1947	LOUISIANA	BEAUREGARD	N/A	N/A	82935
AR007019000	THE LUTCHER AND MOORE LUMBER COMPANY	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	12/01/1948	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown
AR006137000	T.M. FRANKS	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	2/21/1949	LOUISIANA	BEAUREGARD	103	N/A	90767
AR006281000	T M FRANKS	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	5/16/1949	LOUISIANA	BEAUREGARD	N/A	N/A	92199
AR006404000	M H. BROWNING, ET AL	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	6/20/1949	LOUISIANA	BEAUREGARD	N/A	N/A	92574
AR006993000	JAS O DOLBY	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	12/12/1949	LOUISIANA	BEAUREGARD	N/A	N/A	95987
AR016318000	HOUSTON OIL COMPANY	PELICAN OIL PURCHASERS, INC	Easement / Right-of-Way	4/28/1950	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown
AR016561000	HOUSTON OIL COMPANY	TRUNKLINE GAS COMPANY	Easement / Right-of-Way	5/21/1951	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown
AR019349000	HOUSTON OIL COMPANY	PELICAN OIL PURCHASERS, INC.	Easement / Right-of-Way	4/03/1952	LOUISIANA	BEAUREGARD	N/A	N/A	Unrecorded
AR009887000	GC & SF RR CO RAILWAY COMPANY	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	5/19/1952	LOUISIANA	BEAUREGARD	N/A	N/A	Unrecorded
AR012030000	GC & SF RR CO RAILWAY COMPANY	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	4/15/1954	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown

Easements									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	Parish	Book	Page	Rcpt./Regis.
AR017817000	THE ATLANTIC REFINING COMPANY	BEAUREGARD ELECTRIC COMPANY, INC.	Easement / Right-of-Way	2/14/1958	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown
AR022149000	THE ATLANTIC REFINING COMPANY	CALCASIEU PAPER COMPANY, INC	Surface Agmt	7/01/1961	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown
AR022369000	THE ATLANTIC REFINING COMPANY	STATE OF LOUISIANA DEPARTMENT OF HIGHWAYS	Easement / Right-of-Way	9/06/1961	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown
AR023478000	GC & SF RR CO RAILWAY COMPANY	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	11/09/1961	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown
AR023407000	GEORGE SWEET	ATLANTIC RICHFIELD COMPANY	Easement / Right-of-Way	2/17/1962	LOUISIANA	BEAUREGARD	N/A	N/A	156956
AR023408000	L.E. HITSON	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	2/19/1962	LOUISIANA	BEAUREGARD	N/A	N/A	156957
AR023409000	BESSIE MAE CANNON ET AL	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	2/19/1962	LOUISIANA	BEAUREGARD	N/A	N/A	156955
AR023410000	MARY S MEADOWS, ET AL	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	2/22/1962	LOUISIANA	BEAUREGARD	N/A	N/A	156954
AR023488000	KIRBY LUMBER COMPANY	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	4/04/1962	LOUISIANA	BEAUREGARD	N/A	N/A	157592
AR023493000	MARY LOU NEELY MATTSON	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	4/09/1962	LOUISIANA	BEAUREGARD	N/A	N/A	157547
AR050032000	ATLANTIC RICHFIELD COMPANY	STATE OF LOUISIANA DEPARTMENT OF HIGHWAYS	Easement / Right-of-Way	10/14/1971	LOUISIANA	BEAUREGARD	N/A	N/A	Unrecorded
AR054097000	ATLANTIC RICHFIELD COMPANY	DAN PHILLIPS, ET UX	Easement / Right-of-Way	1/13/1978	LOUISIANA	BEAUREGARD	N/A	N/A	Unrecorded
AR063080000	ATLANTIC RICHFIELD COMPANY & BOISE SOUTHERN COMPANY	LOUISIANA INTRASTATE GAS CORPORATION	Easement / Right-of-Way	9/28/1981	LOUISIANA	BEAUREGARD	403	423	299097
AR063142000	ATLANTIC RICHFIELD COMPANY & BOISE SOUTHERN COMPANY	TRUNKLINE GAS COMPANY	Surface Agmt	7/23/1982	LOUISIANA	BEAUREGARD	417	879	306937
AR063308000	CHARLES D WHITMER, ET AL	ATLANTIC RICHFIELD COMPANY	Easement / Right-of-Way	5/25/1983	LOUISIANA	BEAUREGARD	748	702	64796
AR063362000	MUSSER-DAVIS LAND COMPANY	ATLANTIC RICHFIELD COMPANY	Easement / Right-of-Way	9/16/1983	LOUISIANA	BEAUREGARD	437	583	316745
AR063363000	MUSSER-DAVIS LAND COMPANY	ATLANTIC RICHFIELD COMPANY	Surface Agmt	9/16/1983	LOUISIANA	BEAUREGARD	437	576	316744

Easements									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	Parish	Book	Page	Rcpt./Regis.
AR087266000	MUSSER-DAVIS LAND COMPANY	ATLANTIC RICHFIELD COMPANY	Easement / Right-of-Way	5/26/1987	LOUISIANA	BEAUREGARD	N/A	N/A	Unrecorded
AR087524000	HUGHES WOOD PRODUCTS	ATLANTIC RICHFIELD COMPANY	Surface Agmt	6/10/1988	LOUISIANA	BEAUREGARD	N/A	N/A	Unrecorded
VR004936000	VASTAR RESOURCES, INC.	BOISE SOUTHERN COMPANY	Easement / Right-of-Way	8/10/1999	LOUISIANA	BEAUREGARD	697	625	415208
AR22149000	VASTAR RESOURCES, INC	CENTENNIAL PIPELINE LLC	Easement / Right-of-Way	3/20/2001	LOUISIANA	BEAUREGARD	721	601	424618
1002818000	BP AMERICA PRODUCTION COMPANY	EL PASO E&P COMPANY , L P	Easement / Right-of-Way	9/14/2011	LOUISIANA	BEAUREGARD	883	716	501472
1003423000	BP AMERICA PRODUCTION COMPANY	EL PASO E&P COMPANY , L .P.	Easement / Right-of-Way	11/08/2011	LOUISIANA	BEAUREGARD	886	500	502510
1003426000	BP AMERICA PRODUCTION COMPANY	EL PASO E&P COMPANY , L P	Easement / Right-of-Way	11/08/2011	LOUISIANA	BEAUREGARD	886	507	502511
1003430000	BP AMERICA PRODUCTION COMPANY	EL PASO E&P COMPANY , L P	Easement / Right-of-Way	12/14/2011	LOUISIANA	BEAUREGARD	888	604	503322
1003431000	BP AMERICA PRODUCTION COMPANY	EL PASO E&P COMPANY , L P.	Easement / Right-of-Way	12/14/2011	LOUISIANA	BEAUREGARD	890	556	503902
1003835000	BP AMERICA PRODUCTION COMPANY	EL PASO E&P COMPANY, L P	Easement / Right-of-Way	1/20/2012	LOUISIANA	BEAUREGARD	891	370	504172
1010221000	BP AMERICA PRODUCTION COMPANY	EL PASO E&P COMPANY, L P.	Easement / Right-of-Way	10/25/2012	LOUISIANA	BEAUREGARD	910	758	510380
1010332000	BP AMERICA PRODUCTION COMPANY	EP ENERGY E&P COMPANY, L P	Easement / Right-of-Way	11/08/2012	LOUISIANA	BEAUREGARD	911	446	510679
1010223000	BP AMERICA PRODUCTION COMPANY	ENERFIN FIELD SERVICES LLC	Easement / Right-of-Way	11/13/2012	LOUISIANA	BEAUREGARD	911	330	510598
1010745000	BP AMERICA PRODUCTION COMPANY	EP ENERGY E&P COMPANY, L P	Easement / Right-of-Way	12/21/2012	LOUISIANA	BEAUREGARD	913	782	511427
1511494000	BP AMERICA PRODUCTION COMPANY	WILL-DRILL PRODUCTION CO , INC	Granted Easement	2/15/2019	LOUISIANA	BEAUREGARD	N/A	N/A	Unrecorded
1511773000	BP AMERICA PRODUCTION COMPANY	DUNN EXPLORATION COMPANY LLC	Granted Easement	3/25/2021	LOUISIANA	BEAUREGARD	N/A	N/A	Unrecorded
1511786000	BP AMERICA PRODUCTION COMPANY	DUNN EXPLORATION COMPANY LLC	Granted Easement	6/21/2021	LOUISIANA	BEAUREGARD	N/A	N/A	Unrecorded

Easements									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	Parish	Book	Page	Rept./Regis.
AR002419000	GC & SF RR CO RAILWAY COMPANY	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	9/23/1942	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown
AR002736000	GC & SF RR CO RAILWAY COMPANY	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	7/12/1943	LOUISIANA	BEAUREGARD	N/A	N/A	Unrecorded
AR003021000	GC & SF RR CO RAILWAY COMPANY	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	2/16/1944	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown
AR003011000	GC & SF RR CO RAILWAY COMPANY	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	2/24/1944	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown
AR003112000	M J KOHLER	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	4/21/1944	LOUISIANA	BEAUREGARD	N/A	N/A	76724
AR003269000	P C. KAY	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	7/05/1944	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown
AR003614000	GC & SF RR CO RAILWAY COMPANY	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	2/20/1945	LOUISIANA	BEAUREGARD	N/A	N/A	Unknown
AR004050000	J. D. FRAZAR	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	11/26/1945	LOUISIANA	BEAUREGARD	88	8	76090
AR004158000	MUSSER-DAVIS LAND COMPANY	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	2/11/1946	LOUISIANA	BEAUREGARD	N/A	N/A	76929
AR004561000	LOGAN H. BAGBY, JR	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	12/16/1946	LOUISIANA	BEAUREGARD	300	237	80988
AR004887000	MUSSER-DAVIS LAND COMPANY	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	1/15/1947	LOUISIANA	BEAUREGARD	N/A	N/A	83003
AR004888000	W.D WILSON, ET AL	THE ATLANTIC REFINING COMPANY	Easement / Right-of-Way	1/15/1947	LOUISIANA	BEAUREGARD	N/A	N/A	83004

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

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

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

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

under applicable Environmental Laws, including chemicals, pollutants, contaminants, wastes, toxic substances, which are classified as hazardous, toxic, radioactive, or otherwise are regulated by, or form the basis for Damages or Liability under, any applicable Environmental Law including hazardous substances under CERCLA.

“Laws” means all laws (including common law), rules, regulations, statutes, codes, permits, licenses, certifications, decrees or standards imposed by any Governmental Authority, and any order, writs, injunctions, judgments, awards (including awards of any arbitrator), rulings, assessments, subpoenas, verdicts, decrees, settlements or findings from any Governmental Authority

“Liabilities” means, with respect to any Person, all indebtedness, liabilities and obligations of such Person, whether matured or unmatured, liquidated or unliquidated, primary or secondary, direct or indirect, absolute, fixed or contingent, and whether or not required to be considered pursuant to GAAP

“Person” means any individual, corporation, limited liability company, partnership (general or limited), joint venture, association, joint stock company, trust, or other entity or organization, unincorporated organization, executor, custodian, administrator or entity in a representative capacity, or Governmental Authority

“Required Consent” means any Consent for which (a) the failure to obtain such Consent would cause any of the Assets or the assignment of the Assets affected thereby to the Assignee to be void or voidable, (b) the failure to obtain such Consent would cause the termination of a Lease or Conveyed Contract under the express terms thereof, (c) the holder of such Consent has objected in writing or refused in writing to grant such Consent prior to Closing, (d) the failure to obtain such Consent would be reasonably likely to result in any material Liability or result in damages to the Assignee after Closing or (e) the failure to obtain such Consent would materially impair the value, use, development or operation of the applicable Assets.

Schedule 1.1

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

Excluded Assets

No Assets Excluded in Beauregard Parish, Louisiana