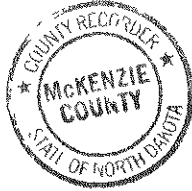


Return to:

539072

BPX OPERATING COMPANY
ATTN WMP II PROJECT
15377 MEMORIAL DRIVE
HOUSTON TX 77079

County Recorder
McKenzie County
Watford City ND 58854
Page 1 of 20



COUNTY RECORDER, MCKENZIE COUNTY, ND

I certify that this instrument was filed and recorded,
Katie R Paulson, County Recorder Fee \$753.00

539072

By: Linda Madson Deputy Jul 11, 2022 04:10 PM

ASSIGNMENT AND BILL OF SALE

STATE OF NORTH DAKOTA

§

COUNTY OF MCKENZIE

§

§

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 McKenzie County, North Dakota 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 McKenzie County, North Dakota 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 McKenzie County, North Dakota 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 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.

County Recorder
McKenzie County
Watford City ND 58854

539072

Page 5 of 20

[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.

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 25th 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.

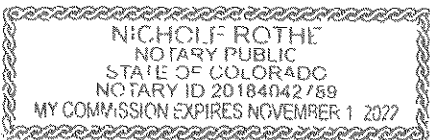
Given under my hand and seal this 25th day of April, 2022.

My Commission Expires:
November 1, 2022

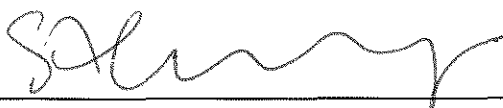
Nichole Rothe
Notary Public, State of Colorado

Nichole Rothe
Name (Typed or Printed)

20184042789
Notary's Identification Number



ASSIGNEE
BPX OPERATING COMPANY

By: 
Name: Stephanie Gannaway
Title: Attorney in Fact

STATE OF COLORADO §

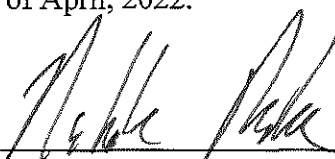
§

COUNTY OF DENVER §

On this 28th 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 28th 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

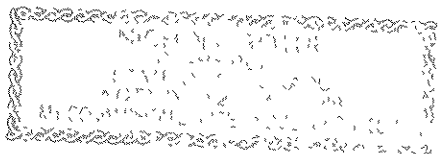


EXHIBIT "A-1"

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	Description	Date	State	County	Bk.	Pg.	Rept. /Regs.
0605866011	JOSEPH H SMALL ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	T149N R099W Sec 027	12/22/1979	NORTH DAKOTA	MCKENZIE	242	383	220286
0605866012	ROGNESS, ALICE B	ALPAR RESOURCES, INC	Private Leasehold	T149N R099W Sec 019	10/03/1979	NORTH DAKOTA	MCKENZIE	229	543	215130
0605866013	ROGNESS, ALICE B	ALPAR RESOURCES, INC	Private Leasehold	T149N R100W Sec 025	10/03/1979	NORTH DAKOTA	MCKENZIE	229	545	215131
0606108003	FLOYD MEAD, ET UX	R E PUCKETT	Overriding Royalty Lease	T145N R100W Sec 001, 006, 013, 014, 011	1/08/1977	NORTH DAKOTA	MCKENZIE	200	411	203048
0606108015	FIRST NATIONAL BANK AND TRUST COMPANY OF DICKINSON	R E PUCKETT	Overriding Royalty Lease	T145N R100W Sec 001, 011, 013, 014	1/18/1977	NORTH DAKOTA	MCKENZIE	201	171	203358
0606184000	OMLID ET UX, NILS O	BAVENDICK, FRANK J	Private Leasehold	T151N R097W Sec 007	9/05/1972	NORTH DAKOTA	MCKENZIE	169	293	191417
0606201001	BERGEE, IVER HARRY ET VIR AND ET AL	BAVENDICK, F J	Private Leasehold	T151N R097W Sec 007	9/04/1972	NORTH DAKOTA	MCKENZIE	169	313	191428
0606201002	AMUNDSON, ORVILLE A	AMOCO PRODUCTION COMPANY	Private Leasehold	T151N R097W Sec 007	10/24/1977	NORTH DAKOTA	MCKENZIE	212	495	208316
0606315002	HOEHN, HAROLD H ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	T152N R102W Sec 013	3/08/1977	NORTH DAKOTA	MCKENZIE	203	417	204602
0606338001	MONSON, WILLIAM ET UX	EPPERSON, DONALD	Private Leasehold	T152N R102W Sec 027	9/09/1972	NORTH DAKOTA	MCKENZIE	168	402	191083
0606351003	REMSBURG, ANNA R	AMOCO PRODUCTION COMPANY	Private Leasehold	T151N R102W Sec 002	9/13/1977	NORTH DAKOTA	MCKENZIE	210	161	207194
0606351004	WAHLSTROM, JOHN II ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	T151N R102W Sec 002	9/13/1977	NORTH DAKOTA	MCKENZIE	210	159	207193
0606351005	NELSEN, HARRY C ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	T151N R102W Sec 002	9/13/1977	NORTH DAKOTA	MCKENZIE	210	157	207192
0606583002	GIERKE, HERMAN F ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	T149N R094W Sec 008	3/01/1977	NORTH DAKOTA	MCKENZIE	205	245	204900

Leases										
0607152002	ANDERSON, ELVIN F ET UX	EPPERSON, DONALD	Private Leasehold	T151NR100W Sec 22 S2NE4 & NE4NE4, T152NR 98W Sec 32 S2NE4, Sec 33 NW4, N2SW4, T152NR102W Sec 35 E2, T153NR101W Unit No 32, South Parcel Unit No 8 Lewis & Clark Irrigated Farms	9/15/1972	NORTH DAKOTA	MCKENZIE	170	365	191809
0628712000	CALKINS, LLOYD L ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	T151N R097W Sec 006, 007	3/03/1977	NORTH DAKOTA	MCKENZIE	203	539	204670
0628888001	HELGESON, HELMER ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	T151N, 152N R102W Sec 009, 013	9/08/1977	NORTH DAKOTA	MCKENZIE	203	541	204671
0637872001	MULLINS, MARGARET LEE	AMOCO PRODUCTION COMPANY	Private Leasehold	T149N R099W Sec 011, 014	7/14/1979	NORTH DAKOTA	MCKENZIE	238	405	218558
0637872002	HODOUS, WARREN C	GOLDEN, A G	Private Leasehold	T149NR99W Sec 11 E2SE4, Sec 13 SW4SE4, Sec 14 E2NE4, Sec 24 N2NE4, SE4NE4	5/01/1975	NORTH DAKOTA	MCKENZIE	189	123	198639
0637872003	ZIGNEGO, JEAN LEE	GOLDEN, A G	Private Leasehold	T149NR99W Sec 11 E2SE4, Sec 14 E2NE4, Sec 24 N2NE4, SE4NE4	4/14/1975	NORTH DAKOTA	MCKENZIE	188	357	198279
0637872004	SULLIVAN, MARY JACQUELINE LEE	GOLDEN, A G	Private Leasehold	T149NR99W Sec 11 E2SE4, Sec 14 E2NE4, Sec 24 N2NE4, SE4NE4	4/14/1975	NORTH DAKOTA	MCKENZIE	188	359	198280
0638549001	CALENE, PEARL I	AMOCO PRODUCTION COMPANY	Private Leasehold	T149N R099W Sec 025	8/15/1979	NORTH DAKOTA	MCKENZIE	241	91	370552
0641255001	MILLS, J L ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	T149N R096W Sec 011, 013	8/12/1980	NORTH DAKOTA	MCKENZIE	258	118	226391
0645945001	MEAD, ROBERT L ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	T146N R099W Sec 017	9/10/1982	NORTH DAKOTA	MCKENZIE	N/A	N/A	246016
0645945002	MEAD, ROBERT D	AMOCO PRODUCTION COMPANY	Private Leasehold	T146N R099W Sec 017	9/10/1982	NORTH DAKOTA	MCKENZIE	N/A	N/A	246017
0645945003	MEAD, DAVID F	AMOCO PRODUCTION COMPANY	Private Leasehold	T146N R099W Sec 017	9/10/1982	NORTH DAKOTA	MCKENZIE	205	28	246018
0658760001	MONSON, FLOYD A, ET UX	KERR-MCGEE CORPORATION	Private Leasehold	T149N R102W Sec 005	9/08/1977	NORTH DAKOTA	MCKENZIE	205	28	269569
0666779000	ERLER, ROBERT C , ET UX	LADD PETROLEUM CORPORATION	Private Leasehold	T149N R099W Sec 10	9/14/1983	NORTH DAKOTA	MCKENZIE	N/A	N/A	259112
0666780001	PETERSON, ROBERT W ET UX	LADD PETROLEUM CORPORATION	Private Leasehold	T149N R099W Sec 10	9/20/1983	NORTH DAKOTA	MCKENZIE	N/A	N/A	259091
0666780002	PETERSON, GERALD B	LADD PETROLEUM CORPORATION	Private Leasehold	T149N R099W Sec 10	9/20/1983	NORTH DAKOTA	MCKENZIE	N/A	N/A	259111
0666780003	SMITH, ARLINE	LADD PETROLEUM CORPORATION	Private Leasehold	T149N R099W Sec 010	9/20/1983	NORTH DAKOTA	MCKENZIE	N/A	N/A	259108
0666780004	GARCIA, MARCIA	LADD PETROLEUM CORPORATION	Private Leasehold	T149N R099W Sec 010	9/22/1983	NORTH DAKOTA	MCKENZIE	N/A	N/A	253109
0666780005	GIBBONS, GAYLE ET VIR	LADD PETROLEUM CORPORATION	Private Leasehold	T149N R099W Sec 010	9/22/1983	NORTH DAKOTA	MCKENZIE	N/A	N/A	259107

Leases										
0666780006	SMITH, THOMY L	LADD PETROLEUM CORPORATION	Private Leasehold	T149N R099W Sec 010	9/20/1983	NORTH DAKOTA	MCKENZIE	N/A	N/A	259110
0666780007	FOLVEN, BORGHILD	LADD PETROLEUM CORPORATION	Private Leasehold	T149N R099W Sec 010	9/20/1983	NORTH DAKOTA	MCKENZIE	N/A	N/A	259094
0666780008	SMITH, TARRY L	LADD PETROLEUM CORPORATION	Private Leasehold	T149N R099W Sec 010	9/22/1983	NORTH DAKOTA	MCKENZIE	232	203	259109
0675901001	WESTIOMA OIL COMPANY	TENNECO OIL COMPANY	Private Leasehold	T152N R102W Sec 020	8/27/1979	NORTH DAKOTA	MCKENZIE	245	377	221230
0675929001	PETROLEUM ROYALTIES, INC	TENNECO OIL COMPANY	Private Leasehold	T150N R101W Sec 019	10/04/1979	NORTH DAKOTA	MCKENZIE	245	401	221242
0675929002	SPAZIANI, JAMES A ET UX	TENNECO OIL COMPANY	Private Leasehold	T150N R101W Sec 007	2/06/1980	NORTH DAKOTA	MCKENZIE	249	349	223045
0675943000	THORSON, HAZEL B	TENNECO OIL COMPANY	Private Leasehold	T151N R104W Sec 024	10/30/1977	NORTH DAKOTA	MCKENZIE	205	447	205014
0675961000	MONSON, EDNA SILAIDE, ET VIR	TENNECO OIL COMPANY	Private Leasehold	T151N R103W Sec 005	2/16/1977	NORTH DAKOTA	MCKENZIE	202	455	204057
0675964001	MARY PAULINE NYGAARD MINERAL TRUST	SCHWARTZ, EARL, ET AL	Overriding Royalty Lease	T150N R101W Sec 023	3/18/1976	NORTH DAKOTA	MCKENZIE	194	307	200630
0675964002	JOAN N WALTER MINERAL TRUST	SCHWARTZ, EARL, ET AL	Overriding Royalty Lease	T150N R101W Sec 023	3/18/1976	NORTH DAKOTA	MCKENZIE	194	297	N/A
0675964003	NYGAARD, PETER A JR	SCHWARTZ, EARL, ET AL	Overriding Royalty Lease	T150N R101W Sec 023	3/18/1976	NORTH DAKOTA	MCKENZIE	194	279	N/A
0675964004	NYGAARD, PETER A JR	TENNECO OIL COMPANY	Overriding Royalty Lease	T150N R101W Sec 023	Unknown	NORTH DAKOTA	MCKENZIE	194	275	N/A
0675965001	NYGAARD, PETER A JR	SCHWARTZ, EARL, ET AL	Private Leasehold	T150N R101W Sec 029	3/18/1976	NORTH DAKOTA	MCKENZIE	194	287	200620
0675965002	MARY PAULINE NYGAARD MINERAL TRUST	SCHWARTZ, EARL, ET AL	Private Leasehold	T150N R101W Sec 029	3/18/1976	NORTH DAKOTA	MCKENZIE	194	311	200632
0675965003	JOAN N WALTER MINERAL TRUST	SCHWARTZ, EARL, ET AL	Private Leasehold	T150N R101W Sec 029	3/18/1976	NORTH DAKOTA	MCKENZIE	194	301	200627
0676951001	GARAAS, JOHN O ET UX	TENNECO OIL COMPANY	Private Leasehold	T149N R102W Sec 005	2/16/1976	NORTH DAKOTA	MCKENZIE	194	547	200757
0676951002	STRAND, C II ET UX	TENNECO OIL COMPANY	Private Leasehold	T149N R102W Sec 005	2/16/1976	NORTH DAKOTA	MCKENZIE	194	549	200758

Leases										
0676969001	RUSSELL, RAYMOND W ET UX	THE TAURUS CORPORATION	Private Leasehold	T152N R103W Sec 008	3/01/1976	NORTH DAKOTA	MCKENZIE	196	37	372266
0676976001	TRAYLOR, MARION SHIRLEY	TENNECO OIL COMPANY	Private Leasehold	T150N R101W Sec 010	10/10/1979	NORTH DAKOTA	MCKENZIE	244	633	220888
0676976002	HUMPHREY, LOIS JUNE	TENNECO OIL COMPANY	Private Leasehold	T150N R101W Sec 010	10/10/1979	NORTH DAKOTA	MCKENZIE	244	629	220886
0676976003	MARENTETTE, MABEL V	TENNECO OIL COMPANY	Private Leasehold	T150N R101W Sec 010	10/11/1979	NORTH DAKOTA	MCKENZIE	245	687	221471
0676980001	SKORPIL, RAYMOND C , ET UX	TENNECO OIL COMPANY	Private Leasehold	T149N R102W Sec 005	9/08/1977	NORTH DAKOTA	MCKENZIE	205	415	204998
0676980002	DENNIS SKORPIL, ET UX	TENNECO OIL COMPANY	Private Leasehold	T149N R102W Sec 005	9/08/1977	NORTH DAKOTA	MCKENZIE	205	413	N/A
0676980003	JANET L SLAGEL	TENNECO OIL COMPANY	Private Leasehold	T149N R102W Sec 005	9/08/1977	NORTH DAKOTA	MCKENZIE	207	113	205646
0676985001	HARVEY O MONSON AND EILEEN M MONSON, HIS WIFE	TENNECO OIL COMPANY	Private Leasehold	T151N R101W Sec 022	4/28/1978	NORTH DAKOTA	MCKENZIE	206	317	205343
0676985002	CHESTER MONSON AND LORRAINE MONSON, HIS WIFE	TENNECO OIL COMPANY	Private Leasehold	T151N R101W Sec 022	4/28/1978	NORTH DAKOTA	MCKENZIE	206	323	205346
0676985003	ROY MONSON	TENNECO OIL COMPANY	Private Leasehold	T151N R101W Sec 022	4/28/1978	NORTH DAKOTA	MCKENZIE	206	325	205347
0676985004	WILMA MONSON, A WIDOW	TENNECO OIL COMPANY	Private Leasehold	T151N R101W Sec 022	4/28/1978	NORTH DAKOTA	MCKENZIE	206	319	205344
0676985005	RAY MONSON AND MILDRED MONSON, HIS WIFE	TENNECO OIL COMPANY	Private Leasehold	T151N R101W Sec 023	4/28/1978	NORTH DAKOTA	MCKENZIE	206	401	205390
0676985006	OLIVE OHM, A WIDOW	TENNECO OIL COMPANY	Private Leasehold	T151N R101W Sec 023	4/28/1978	NORTH DAKOTA	MCKENZIE	206	321	205345
0676985007	WILLIAM MONSON AND ANITA E MONSON, HIS WIFE	TENNECO OIL COMPANY	Private Leasehold	T151N R101W Sec 023	4/28/1978	NORTH DAKOTA	MCKENZIE	206	315	205342
0676985008	JOHN S MONSON AND CAROL A MONSON, HIS WIFE	TENNECO OIL COMPANY	Private Leasehold	T151N R101W Sec 023	4/28/1978	NORTH DAKOTA	MCKENZIE	208	441	206351
0676985009	HELEN M GIFFORD AND WILLIAM H GIFFORD, HER HUSBAND	TENNECO OIL COMPANY	Private Leasehold	T151N R101W Sec 023	4/28/1978	NORTH DAKOTA	MCKENZIE	208	637	206482
0676985010	BARBARA MONSON, A WIDOW	TENNECO OIL COMPANY	Private Leasehold	T151N R101W Sec 023	7/05/1978	NORTH DAKOTA	MCKENZIE	223	417	212916

Leases										
0676986001	WILLIAM E BOTTKE ET UX	TENNECO OIL COMPANY	Private Leasehold	T149N R101W Sec 032	8/03/1977	NORTH DAKOTA	MCKENZIE	209	510	206934
0677108001	ODDVAR OLA THON A MARRIED MAN DEALING HIS SOLE AND SEPARATE PROPERTY AND AS HEIR TO KNUT THON, DECEASED	TENNECO OIL COMPANY	Private Leasehold	T149N R099W Sec 027	1/02/1980	NORTH DAKOTA	MCKENZIE	248	137	222401
0677108002	RUTH IDA TVENGE A MARRIED WOMAN DEALING HER SOLE AND SEPARATE PROPERTY AND AS HEIR TO KNUT THON, DECEASED	TENNECO OIL COMPANY	Private Leasehold	T149N R099W Sec 027	1/02/1980	NORTH DAKOTA	MCKENZIE	249	115	222861
0677110000	DONALD R LINK AND PHYLLIS J LINK, INDIVIDUALLY AND AS HUSBAND AND WIFE, ET AL	SUNBEHM GAS, INC	Private Leasehold	T149NR102W Sec 5 Lot 4 , SW4NW4, SE4, Sec 6 Lots 1, 2, 3, 5, 6, S2NE4	4/08/1976	NORTH DAKOTA	MCKENZIE	202	325	203970
0677111001	THORVALD E HAVERBERG AND EDITH M HAVERBERG, HUSBAND AND WIFE	TENNECO OIL COMPANY	Private Leasehold	T149N R099W Sec 026	8/27/1979	NORTH DAKOTA	MCKENZIE	248	149	222407
0677111002	GERALD A HAVERBERG AND HELEN M HAVERBERG, HUSBAND AND WIFE	TENNECO OIL COMPANY	Private Leasehold	T149N R099W Sec 026	12/10/1979	NORTH DAKOTA	MCKENZIE	246	611	221811
0677119001	ALICE SIGNALNESS	TENNECO OIL COMPANY	Private Leasehold	T150N R096W Sec 002	12/17/1979	NORTH DAKOTA	MCKENZIE	244	687	220915
0677119002	AUDREE' SIGNALNESS	TENNECO OIL COMPANY	Private Leasehold	T150N R096W Sec 002	12/18/1979	NORTH DAKOTA	MCKENZIE	248	135	222400
0677119003	MANFRED SIGNALNESS AND VIVIAN J SIGNALNESS, HUSBAND AND WIFE	J E BRAGG, JR	Private Leasehold	T150N R096W Sec 002	1/09/1980	NORTH DAKOTA	MCKENZIE	245	341	221203
0677119004	FLORENCE SIGNALNESS	TENNECO OIL COMPANY	Private Leasehold	T150N R096W Sec 002	12/18/1979	NORTH DAKOTA	MCKENZIE	248	133	222399
0677119005	JEFFREY T KELLER	TENNECO OIL COMPANY	Private Leasehold	T150N R096W Sec 002	1/14/1980	NORTH DAKOTA	MCKENZIE	248	127	222396

Leases										
0677119006	MILLET F KELLER, JR	TENNECO OIL COMPANY	Private Leasehold	T150N R096W Sec 002	1/14/1980	NORTH DAKOTA	MCKENZIE	248	163	222414
0677119007	EXCHANGE OIL & GAS CORPORATION	TENNECO OIL COMPANY	Private Leasehold	T150N R096W Sec 010	1/10/1980	NORTH DAKOTA	MCKENZIE	249	356	223048
0677119008	DIANE C SIMPERMAN	TENNECO OIL COMPANY	Private Leasehold	T150N R096W Sec 010	1/04/1980	NORTH DAKOTA	MCKENZIE	249	365	223050
0677119009	R D CORETTE, JR	TENNECO OIL COMPANY	Private Leasehold	T150N R096W Sec 010	12/12/1979	NORTH DAKOTA	MCKENZIE	248	121	222393
0677119010	CONSTANCE CORETTE KENNEY	TENNECO OIL COMPANY	Private Leasehold	T150N R096W Sec 010	12/12/1979	NORTH DAKOTA	MCKENZIE	248	139	222402
0677119011	JAS T WAMSLEY	TENNECO OIL COMPANY	Private Leasehold	T150N R096W Sec 010	12/20/1979	NORTH DAKOTA	MCKENZIE	245	673	221464
0677169001	ESTHER STEWART, FORMERLY ESTHER GEORGE, A/K/A MRS FRANK STEWART	W C KAUFMAN	Private Leasehold	T150N R096W Sec 015	4/04/1977	NORTH DAKOTA	MCKENZIE	203	395	204591
0677169002	DAVID D GEORGE AND MARJORIE GEORGE, HUSBAND AND WIFE	W C KAUFMAN	Private Leasehold	T150N R096W Sec 015	6/08/1978	NORTH DAKOTA	MCKENZIE	221	274	211862
0677171001	FERN L LILLIBRIDGE, A WIDOW	W C KAUFMAN	Private Leasehold	T150N R096W Sec 015	3/31/1977	NORTH DAKOTA	MCKENZIE	205	309	204941
0677171002	L LEROY LILLIBRIDGE, AKA L LEROY LILLIBRIDGE, AND SHERYLL LILLIBRIDGE, HUSBAND AND WIFE	W C KAUFMAN	Private Leasehold	T150N R096W Sec 015	3/31/1977	NORTH DAKOTA	MCKENZIE	205	306	204940
0677171003	WILLIAM C LILLIBRIDGE ET UX	W C KAUFMAN	Private Leasehold	T150N R096W Sec 015	3/31/1977	NORTH DAKOTA	MCKENZIE	205	303	204939
0677171004	GRACE CROFF ET VIR	W C KAUFMAN	Private Leasehold	T150N R096W Sec 015	4/25/1977	NORTH DAKOTA	MCKENZIE	205	389	204983
0677171005	LUELLA PARRISH ET VIR	W C KAUFMAN	Private Leasehold	T150N R096W Sec 015	3/30/1977	NORTH DAKOTA	MCKENZIE	205	314	204943
0677171006	L LEROY LILLIBRIDGE AND SHERYLL LILLIBRIDGE, HUSBAND AND WIFE	W C KAUFMAN	Private Leasehold	T150N R096W Sec 015	3/14/1978	NORTH DAKOTA	MCKENZIE	218	459	210470
0677171007	JEAN LILLIBRIDGE FRASE	W C KAUFMAN	Private Leasehold	T150N R096W Sec 015	4/01/1977	NORTH DAKOTA	MCKENZIE	206	194	205259
0677171008	WESLEY LILLIBRIDGE ET UX	W C KAUFMAN	Private Leasehold	T150N R096W Sec 015	4/01/1977	NORTH DAKOTA	MCKENZIE	206	439	205414

Leases										
0677414001	FRED KARST, JR	THOMAS C MORAN	Private Leasehold	T150N R104W Sec 005	8/10/1983	NORTH DAKOTA	MCKENZIE	N/A	N/A	258000
0677414002	PETER Z KIAMAS AND DONNA M KIAMAS, AKA DONNA KARST KIAMAS, HUSBAND AND WIFE	THOMAS C MORAN	Private Leasehold	T150N R104W Sec 005	8/10/1983	NORTH DAKOTA	MCKENZIE	N/A	N/A	258003
0677414003	CHARLES A LITTLE AND BETTY B LITTLE, AKA BETTY KARST, HUSBAND AND WIFE	THOMAS C MORAN	Private Leasehold	T150N R104W Sec 005	8/10/1983	NORTH DAKOTA	MCKENZIE	N/A	N/A	258001
0677414004	VIRGIL FRED KARST, AKA VIRGIL KARST, AND BEVERLY KARST, HUSBAND AND WIFE	THOMAS C MORAN	Private Leasehold	T150N R104W Sec 005	8/10/1983	NORTH DAKOTA	MCKENZIE	N/A	N/A	256002
0677414005	BONNIE L SCHWEND, AKA BONNIE L KARST SCHWEND	THOMAS C MORAN	Private Leasehold	T150N R104W Sec 005	8/10/1983	NORTH DAKOTA	MCKENZIE	N/A	N/A	253401
0677417001	DALE A DANIELSON AND DIANE D DANIELSON, HUSBAND AND WIFE	THOMAS C MORAN	Private Leasehold	T151NR104W Sec 32 SW4	12/19/1983	NORTH DAKOTA	MCKENZIE	N/A	N/A	258017
0677417002	TERRY DANIELSON TRUSTEE	THOMAS C MORAN	Private Leasehold	T151N R104W Sec 032	12/17/1984	NORTH DAKOTA	MCKENZIE	N/A	N/A	272981
0677417003	LEON W BRODHEAD ET UX	THOMAS C MORAN	Private Leasehold	T151N R104W Sec 032	12/22/1983	NORTH DAKOTA	MCKENZIE	N/A	N/A	258006
0677417004	DANIELSON, ROBERT V	THOMAS C MORAN	Private Leasehold	T151N R104W Sec 032	1/02/1984	NORTH DAKOTA	MCKENZIE	N/A	N/A	259402
0677417005	RUTH MILLER AND ALFRED MILLER, WIFE AND HUSBAND	ENERGY RESOURCES OF NORTH DAKOTA, INC	Private Leasehold	T151N R104W Sec 032 SW/4	9/18/1982	NORTH DAKOTA	MCKENZIE	282	661	236242
0677417006	RUTH MILLER ET VIR	TENNECO OIL COMPANY	Private Leasehold	T151N R104W Sec 032	8/27/1985	NORTH DAKOTA	MCKENZIE	N/A	N/A	276758
0679900002	CARROLL R PAULSON AND LINDA PAULSON, HUSBAND AND WIFE	LADD PETROLEUM CORPORATION	Private Leasehold	T151N R104W Sec 024	2/26/1981	NORTH DAKOTA	MCKENZIE	268	229	230609
0684308002	LUND, VIRGINIA, ET VIR	ERCO, INC	Private Leasehold	T150N R097W Sec 003	11/27/1987	NORTH DAKOTA	MCKENZIE	352	48	264039
1007314000	TOC-ROCKY MOUNTAINS INC	SIERRA RESOURCES, INC	Term Assignment	T151N R101W Sec 022	4/01/2012	NORTH DAKOTA	MCKENZIE	617	025	150662

Leases										
1009650000	BP AMERICA PRODUCTION COMPANY	SIERRA RESOURCES, INC	Term Assignment	T149N R094W Sec 005	12/01/2013	NORTH DAKOTA	MCKENZIE	N/A	N/A	Unknown
1010718000	BP AMERICA PRODUCTION COMPANY	SIERRA RESOURCES, INC	Term Assignment	T152N R094W Sec 018	11/01/2012	NORTH DAKOTA	MCKENZIE	85	107	N/A
1010719000	BP AMERICA PRODUCTION COMPANY	SIERRA RESOURCES, INC	Term Assignment	T152N R094W Sec 018	12/01/2012	NORTH DAKOTA	MCKENZIE	N/A	N/A	Unknown
1011061000	TOC-ROCKY MOUNTAINS INC	SIERRA RESOURCES, INC	Term Assignment	T151N R101W Sec 026	10/01/2012	NORTH DAKOTA	MCKENZIE	635	488	N/A
1011706000	BP AMERICA PRODUCTION COMPANY	SIERRA RESOURCES, INC	Term Assignment	T153N R101W Sec 009	3/01/2013	NORTH DAKOTA	MCKENZIE	N/A	N/A	Unknown
1012573000	BP AMERICA PRODUCTION COMPANY	SIERRA RESOURCES, INC	Term Assignment	T152N R094W Sec 007	9/01/2013	NORTH DAKOTA	MCKENZIE	N/A	N/A	455538
1013028000	TOC-ROCKY MOUNTAINS INC	SIERRA RESOURCES, INC	Term Assignment	T149N R101W Sec 032	2/01/2014	NORTH DAKOTA	MCKENZIE	N/A	N/A	463829
1013672000	TOC-ROCKY MOUNTAINS INC	SIERRA RESOURCES, INC	Term Assignment	T153N R101W Sec 018	5/28/2014	NORTH DAKOTA	MCKENZIE	N/A	N/A	Unknown
C139796000	UNKNOWN	ROBERT DENNIS	Term Assignment	UNK	4/28/1989	NORTH DAKOTA	MCKENZIE	N/A	N/A	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 Interests										
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Description	Date	State	County	Bk.	Pg.	Rept. /Regis.
No Mineral Interests In McKenzie County, North Dakota										

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	Description	Date	State	County	Blk.	Pg.	Rept. /Regis.
C119432000	MINNIE B OLSEN	TERRA	Surface Agmt	UNK	10/16/1987	NORTH DAKOTA	MCKENZIE	N/A	N/A	Unknown
C177133000	AMOCO PRODUCTION COMPANY	RON JORE	Surface Agmt	T150N R98W Sec 21 N/E N/E	6/20/1993	NORTH DAKOTA	MCKENZIE	N/A	N/A	Unknown

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

Excluded Assets

No Assets Excluded In McKenzie County, North Dakota