



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

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

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

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

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

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

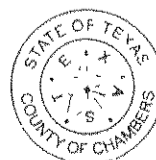
(k) all rights, claims and causes of action (including warranty and similar claims, indemnity claims and defenses and insurance claims) of the Assignor against Third Parties, arising on or after the Effective Time, and to the extent relating to (i) a casualty, condemnation, loss or other damage to the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

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

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

Assignment 2 of 4

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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.

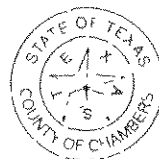
2. Disclaimers of Warranties.

(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.

Assignment 3 of 4

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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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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 §

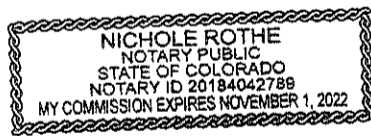
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COUNTY OF DENVER §

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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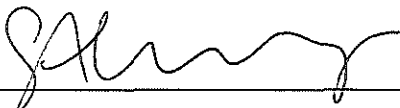


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ASSIGNEE  
**BPX OPERATING COMPANY**

By: 

Name: Stephanie Gannaway

Title: Attorney in Fact

STATE OF COLORADO §

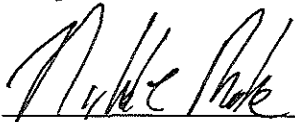
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COUNTY OF DENVER §

On this 24<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.

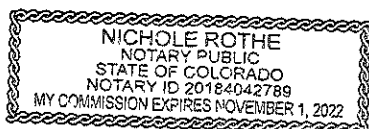
Given under my hand and seal this 24<sup>th</sup> day of April, 2022.

My Commission Expires:  
November 1, 2022

  
Notary Public, State of Colorado

Nichole Rothe  
Name (Typed or Printed)

20184042789  
Notary's Identification Number



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Chambers County, Texas

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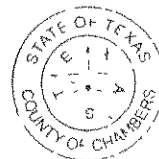
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**EXHIBIT "A-1"**

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.	
0018873000	GUY C JACKSON JR	STANOLIND OIL AND GAS CO	Private Leasehold	12/29/1934	TEXAS	CHAMBERS	N/A	N/A	Unknown	
0270354000	E W BARBER, ET UX	A B FOSTER	Overriding Royalty Lease	2/26/1926	TEXAS	CHAMBERS	21	283	N/A	
0419924001	WILBURN, J, ET AL	ADAMS, S J	Private Leasehold	8/16/1926	TEXAS	CHAMBERS	22	344	1585	
0419932001	J H SMITH ET UX MARTHA SMITH	JOHN W GREER	Private Leasehold	12/16/1926	TEXAS	CHAMBERS	23	314	1634	
0159004000	HAMILTON, LILLIE MAE ET VIR	SUN OIL COMPANY	Private Leasehold	4/21/1933	TEXAS	CHAMBERS	36	74	N/A	
0159006000	HOFFMANN, WALTER	QUINN, B E	Private Leasehold	4/27/1933	TEXAS	CHAMBERS	36	152	326	
0544474001	MIDDLETON, A. D.	MACDONALD, R R	Overriding Royalty Lease	5/29/1933	TEXAS	CHAMBERS	36	251	39913	
0159007000	WAKEFIELD, C L ET AL	SUN OIL COMPANY	Private Leasehold	5/31/1933	TEXAS	CHAMBERS	36	216	374	
0544471002	TYRRELL TR, W C	MACDONALD, R R	Overriding Royalty Lease	5/31/1933	TEXAS	CHAMBERS	36	247	39912	
0544471001	TYRELL TR, W C	MACDONALD, R R	Overriding Royalty Lease	6/08/1933	TEXAS	CHAMBERS	36	389	40230	
0544472001	ZAPPE ET VIR, MARIE	MACDONALD, R R	Overriding Royalty Lease	7/12/1933	TEXAS	CHAMBERS	36	403	40288	
0159010000	ACOM, H O	STOKES, HONOR TRUSTEE	Private Leasehold	7/19/1933	TEXAS	CHAMBERS	36	354	N/A	
0159009000	HOFFMAN, WALTER	STOKES, HONOR	Private Leasehold	7/22/1933	TEXAS	CHAMBERS	36	334	N/A	
0544469001	CLARK, GEORGE J J	MACDONALD, R R	Overriding Royalty Lease	9/02/1933	TEXAS	CHAMBERS	36	567	N/A	
0159003001	BROUSSARD J. E., JR ET AL	SUN OIL COMPANY	Private Leasehold	5/08/1934	TEXAS	CHAMBERS	38	483	N/A	

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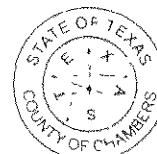


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Chambers County, Texas

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Leases										
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rept./Regis.	
0016528001	LEAH D COOPER ET AL	F. L. LUCKEL	Private Leasehold	12/24/1934	TEXAS	CHAMBERS	40	92	N/A	
0016517000	A. D MIDDLETON	CLAYTON N. SMITH	Private Leasehold	12/29/1934	TEXAS	CHAMBERS	39	559	N/A	
0016528002	MILDRED C. NEVELS, ET AL	CLAYTON N SMITH	Private Leasehold	12/31/1934	TEXAS	CHAMBERS	40	144	N/A	
0016528003	DORIS C GOODALL	CLAYTON N SMITH	Private Leasehold	1/02/1935	TEXAS	CHAMBERS	40	141	N/A	
0016528004	A. J. LONG	STANOLIND OIL AND GAS CO	Private Leasehold	1/04/1935	TEXAS	CHAMBERS	40	133	N/A	
0016528005	IDA & H.C ALDRIDGE	CLAYTON N. SMITH	Private Leasehold	1/22/1935	TEXAS	CHAMBERS	40	463	N/A	
0016528006	COOPER, DESSIE	LUCKEL, F.L.	Private Leasehold	2/12/1935	TEXAS	CHAMBERS	41	390	N/A	
0016528007	COOPER, PEYTON DICK	LUCKEL, F L	Private Leasehold	2/12/1935	TEXAS	CHAMBERS	41	449	N/A	
0016528008	LEE, FLOYD	LUCKEL, F. L.	Private Leasehold	5/13/1935	TEXAS	CHAMBERS	42	315	N/A	
0159016000	CONNERLY, JOSEPHINE	FROST, S K	Private Leasehold	5/15/1936	TEXAS	CHAMBERS	53	323	1355	
0159001000	BARROW, R J ET UX	SUN OIL COMPANY	Private Leasehold	5/21/1937	TEXAS	CHAMBERS	57	631	919	
0159003002	KOCH, WALTER R ET AL	SUN OIL COMPANY	Private Leasehold	11/15/1937	TEXAS	CHAMBERS	60	39	1789	
0159005000	WHITE, J T ET AL	SUN OIL COMPANY	Private Leasehold	1/15/1938	TEXAS	CHAMBERS	UNK	UNK	14766	
0159002000	JACKSON, FELIX ET AL	SUN OIL COMPANY	Private Leasehold	3/09/1938	TEXAS	CHAMBERS	UNK	UNK	14833	
0544473001	MACDONALD, R R	SALT MOUNT	Overriding Royalty Lease	8/06/1938	TEXAS	CHAMBERS	N/A	N/A	Unknown	
0159012000	PIPKIN, S W ET AL	SUN OIL COMPANY	Private Leasehold	7/17/1939	TEXAS	CHAMBERS	65	398	N/A	
0159011000	MIDDLETON, A D	SUN OIL COMPANY	Private Leasehold	4/03/1940	TEXAS	CHAMBERS	67	566	636	

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Leases										
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rept./Regis.	
0159014000	BROUSSARD, J. E ET AL	SUN OIL COMPANY	Private Leasehold	4/10/1941	TEXAS	CHAMBERS	71	22	507	
0159013000	VIRNAU, WALTER A ET AL	BANKS, JOHN O	Private Leasehold	7/21/1942	TEXAS	CHAMBERS	N/A	N/A	Unknown	
0159017000	FISHER, HAROLD W, ET AL	THE TEXAS COMPANY	Private Leasehold	11/19/1951	TEXAS	CHAMBERS	138	610	N/A	
0159008002	LEMING, LAURA C	SUN OIL COMPANY	Private Leasehold	8/12/1977	TEXAS	CHAMBERS	407	204	N/A	
0159008003	BOWERS, RUTH MCLEAN	SUN PRODUCTION COMPANY	Private Leasehold	9/01/1977	TEXAS	CHAMBERS	407	202	N/A	
C109984000	AMOCO PRODUCTION COMPANY	CITATION OIL & GAS CORPORATION	Granted Mineral Lease	6/07/1984	TEXAS	CHAMBERS	N/A	N/A	Unknown	
VR005000000	VASTAR RESOURCES, INC	SUEMAUR EXPL & PROD LLC	Term Assignment	11/30/1999	TEXAS	CHAMBERS	440	94	N/A	
C185071000	BP AMERICA PRODUCTION COMPANY	AVALON ENERGY	Granted Mineral Lease	9/21/2004	TEXAS	CHAMBERS	731	393	N/A	
C199729000	BP AMERICA PRODUCTION COMPANY	SANCHEZ OIL AND GAS CORP	Granted Mineral Lease	10/03/2008	TEXAS	CHAMBERS	1108	57	200943668	
1511217000	BP AMERICA PRODUCTION COMPANY	DALLAS PETROLEUM GROUP LLC	Granted Mineral Lease	5/01/2019	TEXAS	CHAMBERS	UNK	UNK	2019142717	

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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.
0419930060	GEORGE W COLLIER	SINCLAIR OIL AND GAS	Mineral Only	7/17/1919	TEXAS	CHAMBERS	22	54	3755
0420245000	KATHERINE C HOLT ET VIR C	ATLANTIC OIL PRODUCING COMPANY	Mineral Only	1/20/1926	TEXAS	CHAMBERS	381	176	N/A
0419934060	SAM J ADAMS	REPUBLIC PRODUCTION COMPANY	Mineral Only	5/29/1926	TEXAS	CHAMBERS	13	459	N/A
0419929060	S J HINDMAN	SINCLAIR OIL & GAS COMPANY	Mineral Only	10/15/1926	TEXAS	CHAMBERS	22	539	1612
0419928060	STAPLES, C M	SINCLAIR OIL & GAS CO	Mineral Only	11/03/1926	TEXAS	CHAMBERS	22	636	1613
0419926000	SLOANE, S J	ATLANTIC OIL PRODUCING COMPANY	Royalty	12/20/1926	TEXAS	CHAMBERS	23	280	4008
0419927000	SLOANE, S J	ATLANTIC RICHFIELD COMPANY	Royalty	12/20/1926	TEXAS	CHAMBERS	23	284	4010
0419933060	GULF PRODUCTION COMPANY	REPUBLIC PRODUCTION COMPANY	Royalty	6/15/1931	TEXAS	CHAMBERS	33	172	N/A
0419925000	ATLANTIC PIPE LINE COMPANY	ATLANTIC RICHFIELD COMPANY	Mineral Only	11/12/1932	TEXAS	CHAMBERS	35	230	N/A
0910040001	H A GRIPON, ET AL	SALTMOUNT OIL CORPORATION	Mineral Only	7/17/1935	TEXAS	CHAMBERS	43	354	4193
0910039001	BRADLEY C PHAIR	SALTMOUNT OIL CORPORATION	Royalty	7/20/1935	TEXAS	CHAMBERS	43	392	N/A
0900509000	MORROW, WRIGHT	STANOLIND OIL AND GAS CO	Mineral Only	7/31/1935	TEXAS	CHAMBERS	44	48	N/A
0910042000	PEBLER, GLEN D	SALTMOUNT OIL CORPORATION	Mineral Only	8/01/1935	TEXAS	CHAMBERS	44	129	N/A
0910040003	ROBINSON, ASH	SALTMOUNT OIL CORPORATION	Mineral Only	8/05/1935	TEXAS	CHAMBERS	44	278	N/A
0910044001	ROBINSON, ASH	SALTMOUNT OIL CORPORATION	Royalty	8/05/1935	TEXAS	CHAMBERS	44	279	N/A
0910045001	MARIE ZAPPE ET VIR	SALTMOUNT OIL CORPORATION	Mineral Only	10/08/1935	TEXAS	CHAMBERS	47	75	N/A
0910046001	WILSON, E L	SALTMOUNT OIL CORPORATION	Royalty	12/08/1935	TEXAS	CHAMBERS	49	527	3897
0910047001	CALVERT, A T	SALTMOUNT OIL CORPORATION	Mineral Only	12/09/1935	TEXAS	CHAMBERS	UNK	UNK	3898
0910046002	PEBLER, GLEN D	SALTMOUNT OIL CORPORATION	Royalty	12/17/1935	TEXAS	CHAMBERS	49	562	3943
0900782001	BUTCHER, S D	STANOLIND O & G CO	Mineral Only	3/31/1936	TEXAS	CHAMBERS	55	32	2125
0900783001	BUTCHER, S D	STANOLIND OIL & GAS CO	Mineral Only	3/31/1936	TEXAS	CHAMBERS	55	33	2126
0900803001	SCOTT, W BLAIR	STANOLIND OIL & GAS COMPANY	Royalty	4/07/1936	TEXAS	CHAMBERS	55	34	2127
0900984001	SOUTH GULF OIL CORP	STANOLIND OIL AND GAS CO	Mineral Only	6/30/1937	TEXAS	CHAMBERS	58	512	1204



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Mineral Interests									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rept./Regis.
0901000001	BYRD, A L	STANOLIND OIL AND GAS CO	Mineral and Surface	9/15/1937	TEXAS	CHAMBERS	59	185	N/A
0901000002	KALB, E F	STANOLIND OIL AND GAS CO	Mineral Only	9/15/1937	TEXAS	CHAMBERS	59	126	1397
0901042000	WIGGINS, DORCY R D	STANOLIND OIL AND GAS CO	Mineral Only	12/23/1937	TEXAS	CHAMBERS	60	157	1880
0900803002	TAGGART, THOBURN	SALTMOUNT OIL COMPANY	Royalty	1/06/1938	TEXAS	CHAMBERS	60	340	67
0901808000	FENTON, J E	STANOLIND OIL AND GAS CO	Mineral Only	1/10/1938	TEXAS	CHAMBERS	N/A	N/A	Unknown
0901065000	WARREN SILVA, TRUSTEE, ET AL	STANOLIND OIL AND GAS CO	Mineral Only	1/22/1938	TEXAS	CHAMBERS	60	466	162
0910040002	MCFARLIN, R B	SALTMOUNT OIL COMPANY	Mineral Only	11/15/1939	TEXAS	CHAMBERS	66	86	1188
0901227001	ADAMS, RUTH C, ET AL	STANOLIND OIL AND GAS CO	Mineral and Surface	11/09/1940	TEXAS	CHAMBERS	69	158	1268
0900783002	SHELL OIL CO	SUN OIL CO	Mineral and Surface	7/23/1964	TEXAS	CHAMBERS	256	550	N/A
0904897000	BISHOP, C C	TEXAS GULF PROD CO	Mineral Only	6/02/1965	TEXAS	CHAMBERS	55	311	2310
0905004000	SWAN OIL COMPANY	PAN AMERICAN PETROLEUM CORPORATION	Mineral Only	6/02/1965	TEXAS	CHAMBERS	264	422	N/A
0905589001	HORTON, DORA MAE FINDLEY	PAN AMERICAN PETR CORP	Mineral Only	2/01/1967	TEXAS	CHAMBERS	N/A	N/A	Unknown
0905589002	HORTON ET VIR, DORA MAE F	PAN AMERICAN PETR CORP	Mineral Only	4/24/1967	TEXAS	CHAMBERS	285	387	N/A
0419936000	DELNO BROWN	ATLANTIC RICHFIELD COMPANY	Mineral Only	10/24/1974	TEXAS	CHAMBERS	362	207	N/A
0912805001	BEAUDET, ADELARD	SUN OPERATING LIMITED PA	Mineral Only	3/10/1986	TEXAS	CHAMBERS	N/A	N/A	Unknown
0358618001	TOCCO, DAVID A ET AL	AMOCO PRODUCTION COMPANY	Royalty	11/01/1986	TEXAS	CHAMBERS	616	546	N/A
0358618002	POINTER, GARY N	AMOCO PRODUCTION COMPANY	Royalty	11/01/1986	TEXAS	CHAMBERS	616	544	N/A
0358618003	DEISS, ROBERT T ET UX	AMOCO PRODUCTION COMPANY	Royalty	11/01/1986	TEXAS	CHAMBERS	616	542	N/A
0358618004	UNGER, ROBERT ET UX	AMOCO PRODUCTION COMPANY	Royalty	11/01/1986	TEXAS	CHAMBERS	618	436	N/A
0358618005	MILLER, LARRY L ET UX	AMOCO PRODUCTION COMPANY	Royalty	11/01/1986	TEXAS	CHAMBERS	615	297	N/A
0358618006	CREWS, JERRY M ET UX	AMOCO PRODUCTION COMPANY	Royalty	11/01/1986	TEXAS	CHAMBERS	615	291	N/A
0358618007	MOFFITT, JOHN P ET UX	AMOCO PRODUCTION COMPANY	Royalty	11/01/1986	TEXAS	CHAMBERS	615	295	N/A
0358618008	HOSLER, JAMES R ET UX	AMOCO PRODUCTION COMPANY	Royalty	11/01/1986	TEXAS	CHAMBERS	615	293	N/A
0913006001	SPURLOCK, BENJAMIN	AMOCO PRODUCTION COMPANY	Royalty	4/01/1988	TEXAS	CHAMBERS	46	83	1954B



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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.
C003632000	SARAH INEZ SMITH, ET VIR	YOUNT-LEE PIPE LINE COMPANY	Easement / Right-of-Way	11/20/1931	TEXAS	CHAMBERS	33	617	N/A
C006037000	COMMISSIONERS COURT OF CHAMBERS COUNTY, TEXAS	STANOLIND OIL AND GAS COMPANY	Easement / Right-of-Way	1/10/1938	TEXAS	CHAMBERS	60	400	116
AR038394000	D N SCOTT, ET UX	TEXAS GULF PRODUCING COMPANY	Easement / Right-of-Way	3/29/1938	TEXAS	CHAMBERS	61	226	N/A
1003304000	STANOLIND OIL AND GAS COMPANY	STATE OF TEXAS	Easement / Right-of-Way	11/07/1945	TEXAS	CHAMBERS	N/A	N/A	Unknown
C023242000	STANOLIND OIL AND GAS COMPANY	UNITED GAS AND PIPE LINE COMPANY	Easement / Right-of-Way	10/25/1951	TEXAS	CHAMBERS	N/A	N/A	Unknown
C031352000	STANOLIND OIL AND GAS COMPANY	COUNTY OF CHAMBERS, TEXAS	Surface Only	7/12/1955	TEXAS	CHAMBERS	N/A	N/A	Unknown
C031829000	STANOLIND OIL AND GAS COMPANY	MCGOWN, PAUL	Surface Only	2/21/1956	TEXAS	CHAMBERS	N/A	N/A	Unknown
C032100000	STANOLIND OIL AND GAS COMPANY	TEXAS EASTERN TRANSMISSION CORPORATION	Easement / Right-of-Way	7/09/1956	TEXAS	CHAMBERS	N/A	N/A	Unknown
C039562000	PAN AMERICAN PETROLEUM CORPORATION	HUMBLE OIL & REFINING COMPANY	Easement / Right-of-Way	12/30/1957	TEXAS	CHAMBERS	N/A	N/A	Unknown
C039598000	PAN AMERICAN PETROLEUM CORPORATION	GULF REFINING COMPANY	Easement / Right-of-Way	1/27/1958	TEXAS	CHAMBERS	N/A	N/A	Unknown
C052111000	PAN AMERICAN PETROLEUM CORPORATION	UNION CARBIDE CORPORATION	Easement / Right-of-Way	5/21/1963	TEXAS	CHAMBERS	N/A	N/A	Unknown
C059136000	PAN AMERICAN PETROLEUM CORPORATION	WARREN PETROLEUM CORPORATION	Easement / Right-of-Way	6/08/1965	TEXAS	CHAMBERS	N/A	N/A	Unknown
C071404000	PAN AMERICAN PETROLEUM CORPORATION	GULF OIL CORPORATION	Easement / Right-of-Way	8/08/1968	TEXAS	CHAMBERS	N/A	N/A	Unknown
C084254000	AMOCO PRODUCTION COMPANY - ROW	BIG THREE INDUSTRIES	Easement / Right-of-Way	8/30/1973	TEXAS	CHAMBERS	N/A	N/A	Unknown
C084650000	AMOCO PRODUCTION COMPANY - ROW	GULF STATES UTILITIES COMPANY	Easement / Right-of-Way	5/15/1974	TEXAS	CHAMBERS	N/A	N/A	Unknown
C091214000	AMOCO PRODUCTION COMPANY - ROW	GULF STATES UTILITIES COMPANY	Easement / Right-of-Way	7/16/1974	TEXAS	CHAMBERS	N/A	N/A	Unknown



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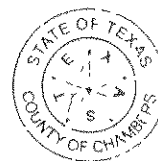
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Chambers County, Texas

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Easements										
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rept./Regis.	
AR055123000	THELMA C BARBER, ET AL	ATLANTIC RICHFIELD COMPANY	Surface Agmt	2/01/1979	TEXAS	CHAMBERS	430	337	N/A	
AR055142000	B G LAWRENCE	ATLANTIC RICHFIELD COMPANY	Surface Agmt	10/31/1980	TEXAS	CHAMBERS	N/A	N/A	Unknown	
AR079984002	HENRY GRIFFITH LEAGUE, A-12, 33 3 ACRES	ATLANTIC RICHFIELD COMPANY	Easement / Right-of-Way	3/15/1985	TEXAS	CHAMBERS	N/A	N/A	Unknown	
AR079984001	HENRY GRIFFITH SURVEY, A-12, 12 609 ACRES	ATLANTIC RICHFIELD COMPANY	Surface Agmt	3/20/1985	TEXAS	CHAMBERS	N/A	N/A	Unknown	
1500004000	BP AMERICA PRODUCTION COMPANY	CHEVRON PHILLIPS CHEMICAL COMPANY LP	Easement / Right-of-Way	2/08/2016	TEXAS	CHAMBERS	1648	43	2016112197	

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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

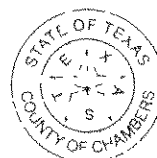
**"GAAP"** means those generally accepted accounting principles and practices that are recognized as such by the Financial Accounting Standards Board (or any generally recognized successor), applied in a consistent manner.

**"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"

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

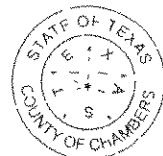
**"Laws"** means all laws (including common law), rules, regulations, statutes, codes, permits, licenses, certifications, decrees or standards imposed by any Governmental Authority, and any order, writs, injunctions, judgments, awards (including awards of any arbitrator), rulings, assessments, subpoenas,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

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

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

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

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**Schedule 1.1**

Attached to and made a part of that certain Assignment and 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 Chambers County, Texas**

FILED FOR RECORD IN:  
Chambers County  
On: 7/7/2022 10:02:31 AM  
Doc Number: 2022 - 183960  
Number of Pages: 16  
Amount: 86.00  
Order#: 20220707000011  
By: DW



Heather H. Hawthorne, County Clerk

Recorded: *Danni Wilber*

I CERTIFY THIS AS A TRUE COPY  
Witness my Hand and Seal of Office  
Heather H. Hawthorne, County Clerk  
Chambers County, Texas

JUL 07 2022  
*Danni Wilber*  
by: Danni Wilber, Deputy

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