

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

(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]

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 Robl
Name: Shandy Robl
Title: Attorney-in-Fact

STATE OF TEXAS §

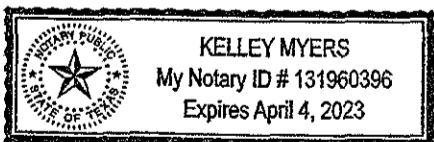
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COUNTY OF HARRIS §

On this 2nd day of JUNE, 2022, before me appeared Shandy 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 2nd day of JUNE, 2022.

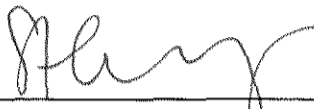
My Commission Expires:



Kelley Myers
Notary Public, State of Texas
Kelley Myers
Name (Typed or Printed)
131960396
Notary's Identification Number

ASSIGNEE

BPX OPERATING COMPANY

By: 

Name: Stephanie Gannaway

Title: Attorney-in-Fact

STATE OF TEXAS §

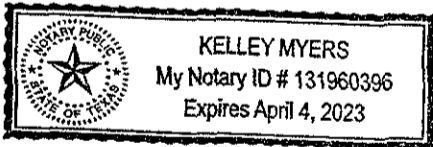
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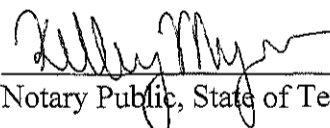
COUNTY OF HARRIS §

On this 2nd day of June, 2022, before me appeared Stephanie Gannaway to me personally known, who, being by me duly sworn, did say that she is Attorney-in-Fact for BPX OPERATING COMPANY, and that said instrument was signed on behalf of said corporation.

Given under my hand and seal this 2nd day of June, 2022.

My Commission Expires:




Notary Public, State of Texas

Kelley Myers
Name (Typed or Printed)

131960396
Notary's Identification Number

EXHIBIT "A-1"

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

Leases									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rept./Regis.
0163695000	J W ATKINSON ET UX	BEXAR PETROLEUM COMPANY	Private Leasehold	5/29/1925	TEXAS	MCMULLEN	4	544	
0420189000	HAGIST RANCH INC , ET AL	THE ATLANTIC REFINING COMPANY	Private Leasehold	2/12/1947	TEXAS	MCMULLEN	41	508	4564
0422319000	ARVEL R. PONTON, JR ET AL	ARGO OIL CORPORATION	Private Leasehold	3/06/1957	TEXAS	MCMULLEN	64	542	10872
0422328000	W S BAIN, ET UX	ARGO OIL CORPORATION	Private Leasehold	2/15/1952	TEXAS	MCMULLEN	50	222	7417
0422329000	RUBY HAYTER, ET AL	ARGO OIL CORPORATION	Private Leasehold	1/31/1953	TEXAS	MCMULLEN	52	466	8545
0422330000	LOUISA M. EMMICK ET AL	ARGO OIL CORPORATION	Private Leasehold	10/15/1953	TEXAS	MCMULLEN	54	271	8651
0422333001	T B BAKER, INDEPENDENT EXECUTOR AND TRUSTEE UWO MYLA BAKER, DECEASED	E EARL ROWE	Private Leasehold	1/30/1952	TEXAS	MCMULLEN	51	32	7353
0422333002	EARL M. BAKER	P R RUTHERFORD	Private Leasehold	2/04/1952	TEXAS	MCMULLEN	51	38	7365
0422334001	MYLA BAKER	W EARL ROWE	Private Leasehold	1/23/1948	TEXAS	MCMULLEN	41	518	4575
0422334002	EARL M. BAKER	P R. RUTHERFORD	Private Leasehold	10/07/1948	TEXAS	MCMULLEN	43	248	5020
0422335001	HERCEL DILWORTH, ET AL	H R SMITH	Overriding Royalty Lease	5/01/1954	TEXAS	MCMULLEN	59	160	9432
422336001	HUTCHINGS-SEALY NATIONAL BANK OF GALVESTON, ET AL	AMERICAN REPUBLICS CORPORATION	Private Leasehold	4/30/1951	TEXAS	MCMULLEN	48	393	7008
422337001	CLIFTON WHEELER, ET UX	V. T. DONNELLY	Private Leasehold	6/16/1951	TEXAS	MCMULLEN	48	480	7060
422338001	J W ATKINSON ET UX	BEXAR PETROLEUM COMPANY	Private Leasehold	5/29/1925	TEXAS	MCMULLEN	4	544	
0422339000	NATIONAL BANK OF COMMERCE, SAN ANTONIO, TEXAS, ET AL	THE ATLANTIC REFINING COMPANY	Private Leasehold	4/28/1952	TEXAS	MCMULLEN	50	633	7657
0422343001	NATIONAL BANK OF COMMERCE OF SAN ANTONIO, TEXAS, TRUSTEE FOR CLAUDE W. ROOS TRUST	ATLANTIC RICHFIELD COMPANY	Private Leasehold	5/04/1977	TEXAS	MCMULLEN	149	358	26185
0422345000	FRED W. MATOCHA, ET UX	ATLANTIC RICHFIELD COMPANY	Private Leasehold	2/18/1980	TEXAS	MCMULLEN	174	309	29109
0422346000	ROY GRADY WHEELER	ATLANTIC RICHFIELD COMPANY	Private Leasehold	2/18/1980	TEXAS	MCMULLEN	176	13	29289
0422347000	EDNA GIBBENS HENRY, ET AL	ATLANTIC RICHFIELD COMPANY	Private Leasehold	2/21/1980	TEXAS	MCMULLEN	174	442	29144
0422348000	BEARD, HENRY B ET UX	ATLANTIC RICHFIELD COMPANY	Private Leasehold	2/04/1980	TEXAS	MCMULLEN	175	255	29221
0422349000	WALKER, W C JR	ATLANTIC RICHFIELD CO	Private Leasehold	2/14/1980	TEXAS	MCMULLEN	174	449	29145

Leases									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rept./Regis.
0422350001	RUBEN M GONZALES ET UX	LEO QUINTANILLA	Private Leasehold	7/22/1981	TEXAS	MCMULLEN	192	225	31174
0422352001	KATHERINE SEARCY-ZIMMERMAN	TENNECO OIL COMPANY	Private Leasehold	9/11/1982	TEXAS	MCMULLEN	209	253	33263
0422352002	SETH S. SEARCY, JR	TENNECO OIL COMPANY	Private Leasehold	11/19/1982	TEXAS	MCMULLEN	211	167	33471
0422352003	VERA SEARCY MCGONIGLE	TENNECO OIL COMPANY	Private Leasehold	9/11/1982	TEXAS	MCMULLEN	209	255	33264
0422352004	CLAIRE SEARCY-GRASEDONIO	TENNECO OIL COMPANY	Private Leasehold	9/11/1982	TEXAS	MCMULLEN	209	258	33265
0422352005	PATRICK L SEARCY	TENNECO OIL COMPANY	Private Leasehold	10/27/1982	TEXAS	MCMULLEN	209	264	33267
0422352007	CATHERINE ELIZABETH SEARCY FINN	TENNECO OIL COMPANY	Private Leasehold	9/11/1982	TEXAS	MCMULLEN	186	249	30512
0422353008	PATRICIA KAY BLANKENSHIP AN	VASTAR RESOURCES, INC	Private Leasehold	5/04/1981	TEXAS	MCMULLEN	193	478	31378
0422354000	TEAL, CLARENCE EDWARD ET UX	PLACID OIL COMPANY	Private Leasehold	2/06/1980	TEXAS	MCMULLEN	174	93	29054
0422355000	JEANETTE THEFFORD	PLACID OIL COMPANY	Private Leasehold	11/09/1979	TEXAS	MCMULLEN	172	54	28826
0422362001	BERNICE PENN MOORE, TRUSTEE, ET AL	HANSON ENERGY COMPANY	Private Leasehold	7/16/1986	TEXAS	MCMULLEN	263	33	39736
0422368002	WILLIAM E ENRIGHT	TANA OIL AND GAS CORPORATION	Private Leasehold	12/10/1987	TEXAS	MCMULLEN	281	7	41817
0612690001	WILLIAM E SCOTT FOUNDATION FROST NATIONAL BANK TRUSTEE ET AL	BP AMERICA PRODUCTION COMPANY	Private Leasehold	2/07/2004	TEXAS	MCMULLEN	429	8	59759
0612690002	VIRGINIA S WETTLAUFER	BP AMERICA PRODUCTION COMPANY	Private Leasehold	2/06/2004	TEXAS	MCMULLEN	429	17	59763
0612690003	STORM ASSOCIATES	BP AMERICA PRODUCTION COMPANY	Private Leasehold	2/20/2004	TEXAS	MCMULLEN	429	21	59765
0612690004	WILLIAM E SCOTT FOUNDATION ET AL	BP AMERICA PRODUCTION COMPANY	Private Leasehold	5/01/2004	TEXAS	MCMULLEN	430	441	60018
0612690005	ELIZABETH WETTLAUFER COX	BP AMERICA PRODUCTION COMPANY	Private Leasehold	2/06/2004	TEXAS	MCMULLEN	429	11	59760
0612690006	ALEXANDRA WETTLAUFER CARPENTER	BP AMERICA PRODUCTION COMPANY	Private Leasehold	2/06/2004	TEXAS	MCMULLEN	429	15	59762
0612690007	JENNIFER WETTLAUFER SEDNAOUI	BP AMERICA PRODUCTION COMPANY	Private Leasehold	2/06/2004	TEXAS	MCMULLEN	429	19	59764
0612690008	TALLEY WETTLAUFER	BP AMERICA PRODUCTION COMPANY	Private Leasehold	2/06/2004	TEXAS	MCMULLEN	429	13	59761
0785353001	LOUISA M EMMICK ET AL	ARGO OIL CORPORATION	Private Leasehold	10/15/1953	TEXAS	MCMULLEN	54	262	8647
0785354000	KATE SCHOELLER	E W MCDOWELL	Private Leasehold	3/21/1938	TEXAS	MCMULLEN	23	153	
1000292000	BP AMERICA PRODUCTION COMPANY	LEE, HITE AND WISDA, LTD	Term Assignment	7/12/2010	TEXAS	MCMULLEN	489	163	66863
1001906000	BP AMERICA PRODUCTION COMPANY	US ENERCORP, LLC	Granted Mineral Lease	6/01/2002	TEXAS	MCMULLEN	417	234	58180

Leases									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
1011246000	BP AMERICA PRODUCTION COMPANY	HURD ENTERPRISES, LTD	Granted Mineral Lease	9/01/2011	TEXAS	MCMULLEN	59	622	75293
1012459000	BP AMERICA PRODUCTION COMPANY	RUTHERFORD OIL CORPORATION	Term Assignment	9/26/2013	TEXAS	MCMULLEN	UNK	UNK	Unknown
1013120000	BP AMERICA PRODUCTION COMPANY	HURD ENTERPRISES, LTD	Granted Mineral Lease	4/29/2014	TEXAS	MCMULLEN	83	518	77890
1504928000	BP AMERICA PRODUCTION COMPANY	SAN ISIDRO DEVELOPMENT COMPANY LC	Granted Mineral Lease	4/01/2018	TEXAS	MCMULLEN	145	175	84758
AR086929000	VALERO TRANSMISSION, L P	ATLANTIC RICHFIELD COMPANY	Term Assignment	6/09/1987	TEXAS	MCMULLEN	275	134	41169
AR087161000	LA MESA LAND AND CATTLE COMPANY	MCMORAN EXPLORATION CO	Term Assignment	3/06/1985	TEXAS	MCMULLEN	242	262	
AR094078000	MARICHELLE CORPORATION	ATLANTIC RICHFIELD COMPANY	Term Assignment	4/01/1989	TEXAS	MCMULLEN	303	446	44469
AR094088000	J L GAINES	ATLANTIC RICHFIELD COMPANY	Term Assignment	4/01/1989	TEXAS	MCMULLEN	304	53	44496
AR094174000	JAMES S LEBSACK	ATLANTIC RICHFIELD COMPANY	Term Assignment	10/01/1989	TEXAS	MCMULLEN	309	451	45170
C171685000	VASTAR RESOURCES INC.	HIGHLAND MINERALS INC	Granted Mineral Lease	4/01/2001	TEXAS	MCMULLEN	409	342	57195
C185462000	BP AMERICA PRODUCTION COMPANY	CLIFF HOSKINS, INC	Granted Mineral Lease	8/16/2004	TEXAS	MCMULLEN	435	250	60656
C195023000	BP AMERICA PRODUCTION COMPANY	SKLAR EXPLORATION COMPANY LLC	Granted Mineral Lease	3/01/2006	TEXAS	MCMULLEN	444	382	61728
C303228000	BP AMERICA PRODUCTION COMPANY	LEE, HITE & WISDA LTD	Term Assignment	8/26/2009	TEXAS	MCMULLEN	172	87	65116
VR002278000	VASTAR RESOURCES INC	HAWN BROTHERS COMPANY	Granted Mineral Lease	2/01/1994	TEXAS	MCMULLEN	348	161	49839
VR004323000	VASTAR RESOURCES INC.	PERRY R BASS, TRUSTEE, ET AL	Granted Mineral Lease	3/01/1999	TEXAS	MCMULLEN	394	230	55347
VR004806000	FINA OIL AND CHEMICAL COMPANY	VASTAR RESOURCES INC	Term Assignment	7/01/1999	TEXAS	MCMULLEN	398	82	55724
0420192000	HAGIST RANCH INC., ET AL	THE ATLANTIC REFINING COMPANY	Private Leasehold	4/07/1949	TEXAS	MCMULLEN	45	162	

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	Rcpt./Regis.
0422302000	S. W. GOODWIN, ET UX	ATLANTIC RICHFIELD COMPANY	Royalty	2/17/1941	TEXAS	MCMULLEN	28	456	
0422303000	ATLANTIC RICHFIELD COMPANY	VASTAR RESOURCES, INC.	Royalty	4/10/1944	TEXAS	MCMULLEN	36	210	
0422304000	G L SCHEIG	ATLANTIC REFINING COMPANY	Royalty	4/17/1944	TEXAS	MCMULLEN	36	297	
0422305000	ATLANTIC RICHFIELD COMPANY	VASTAR RESOURCES, INC	Mineral Only	1/12/1937	TEXAS	MCMULLEN	19	193	
0422306000	ATLANTIC RICHFIELD COMPANY	GILLRING OIL PARTNERS, LTD.	Mineral Only	6/12/1950	TEXAS	MCMULLEN	287	143	
0422307000	WILLIS STORM	ARGO OIL CORPORATION	Mineral and Surface	7/18/1941	TEXAS	MCMULLEN	31	133	
0422308000	WILLIS STORM	ARGO OIL CORPORATION	Royalty	7/18/1941	TEXAS	MCMULLEN	31	134	
0422310000	ROYALTY CORPORATION OF BEAUMONT	ARGO OIL CORPORATION	Royalty	2/21/1956	TEXAS	MCMULLEN	63	158	
0422312000	F B LEFEVRE	ARGO OIL CORPORATION	Royalty	3/24/1952	TEXAS	MCMULLEN	51	84	
0422313000	E T. MCDOWELL & SONS	ARGO OIL CORPORATION	Royalty	2/20/1952	TEXAS	MCMULLEN	50	260	
0422314000	STORM, WILLIS	ARGO ROYALTY COMPANY	Mineral Only	10/16/1934	TEXAS	MCMULLEN	14	336	
0422315000	WILLIS STORM	ARGO OIL CORPORATION	Mineral Only	11/10/1938	TEXAS	MCMULLEN	24	314	
0422316000	LEFEVRE, F B	ARGO OIL CORPORATION	Mineral Only	3/24/1952	TEXAS	MCMULLEN	52	7	
0422317000	S W. BLOUNT, III	ARGO OIL CORPORATION	Mineral Only	1/31/1957	TEXAS	MCMULLEN	63	637	
0422318000	DELASHMENT, T L	WILLIS STORM	Mineral Only	2/01/1935	TEXAS	MCMULLEN	15	73	
0422320000	STORM, WILLIS	ARGO ROYALTY COMPANY	Mineral Only	2/04/1935	TEXAS	MCMULLEN	15	72	
0422321000	AUTRY, NETTIE YANDELL	ATLANTIC REFINING COMPANY	Mineral Only	5/01/1959	TEXAS	MCMULLEN	74	294	
0422322000	MCDOWELL, E T	ARGO OIL CORPORATION	Mineral Only	2/20/1952	TEXAS	MCMULLEN	50	261	
0422323000	ARGO OIL CORPORATION	ATLANTIC RICHFIELD COMPANY	Mineral Only	12/15/1961	TEXAS	MCMULLEN	15	409	
0422324000	ATLANTIC RICHFIELD COMPANY	ATLANTIC RICHFIELD COMPANY	Mineral Only	9/14/1938	TEXAS	MCMULLEN	23	495	
0422325000	ATLANTIC RICHFIELD COMPANY	VASTAR RESOURCES, INC	Mineral Only	3/24/1952	TEXAS	MCMULLEN	50	348	
0422326000	COHAGAN, S R	ARGO OIL CORPORATION	Mineral Only	7/17/1950	TEXAS	MCMULLEN	47	171	
0422327000	MCDOWELL, E T	ARGO OIL CORPORATION	Mineral Only	2/20/1952	TEXAS	MCMULLEN	50	265	
0422332001	E T MCDOWELL	ARGO OIL CORPORATION	Royalty	2/20/1952	TEXAS	MCMULLEN	50	258	

Mineral Interests

Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
0422360126	FABIAN MOLINA ET UX	ATLANTIC RICHFIELD COMPANY	Mineral and Surface	7/17/1980	TEXAS	MCMULLEN	178	275	43619
0422369000	KEYSTONE, INC	ATLANTIC RICHFIELD COMPANY	Mineral Only	9/01/1992	TEXAS	MCMULLEN	337	469	38814
0907663001	WAGNER, W A	SALTMOUNT OIL CORP	Mineral Only	5/07/1934	TEXAS	MCMULLEN	14	350	
0907664001	RHODE ET AL, D W	SALT MOUNT	Mineral Only	3/08/1935	TEXAS	MCMULLEN	15	237	
0907665001	RHODE, D W	SALTMOUNT	Mineral Only	8/25/2011	TEXAS	MCMULLEN	15	236	
0907667000	COATES, GEORGE H	SALTMOUNT OIL COMPANY	Mineral Only	11/23/1937	TEXAS	MCMULLEN	21	384	
0907668001	MCDOWELL, E T	SALT MOUNT	Mineral Only	1/31/1941	TEXAS	MCMULLEN	28	485	
0907669001	J D ROBBINS	SALTMOUNT OIL COMPANY	Royalty	8/25/1941	TEXAS	MCMULLEN	30	284	577
0910088001	J. JOE WAGNER	SALTMOUNT OIL COMPANY	Mineral Only	1/07/1938	TEXAS	MCMULLEN	22	119	

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.
1002943000	HINDES, PHILIP	COMMON RESOURCES, LLC	Easement / Right-of-Way	2/11/2010	TEXAS	MCMULLEN	482	148	66127
1510650000	ATLANTIC RICHFIELD COMPANY	DELHI GAS PIPELINE CORPORATION	Granted Easement	10/23/1997	TEXAS	MCMULLEN	381	293	53749
AR009522000	SAM ATKINSON	ATLANTIC REFINING COMPANY	Easement / Right-of-Way	4/12/1952	TEXAS	MCMULLEN	51	145	
AR010985000	CLIFTON WHEELER, ET UX	ATLANTIC REFINING COMPANY	Easement / Right-of-Way	6/30/1953	TEXAS	MCMULLEN	54	74	
AR032416000	CHARLOTTE COOPER, ET AL	ATLANTIC RICHFIELD COMPANY	Easement / Right-of-Way	11/25/1968	TEXAS	MCMULLEN	102	638	20064
AR061948000	ATLANTIC RICHFIELD COMPANY	TEXAS EASTERN TRANSMISSION CORPORATION	Easement / Right-	10/29/1980	TEXAS	MCMULLEN	182	187	30045
AR062014000	ROBERT GERALD LINDHOLM, ET UX	ATLANTIC RICHFIELD COMPANY ET AL	Surface Agmt	3/10/1981	TEXAS	MCMULLEN	197	110	31773
AR086878000	ATLANTIC RICHFIELD COMPANY	CHEVRON RESOURCES COMPANY	Surface Agmt	2/03/1987	TEXAS	MCMULLEN	UNK	UNK	Unknown
AR087158000	PATRICIA KAY BLANKENSHIP, ET VIR	MCMORAN EXPLORATION CO	Easement / Right-of-Way	5/10/1983	TEXAS	MCMULLEN	216	425	
AR087159000	CHARLES STEVEN LINDHOLM	MCMORAN EXPLORATION CO	Easement / Right-of-Way	12/10/1984	TEXAS	MCMULLEN	240	246	
AR087203000	T J MARTIN, JR , ET AL	ATLANTIC RICHFIELD COMPANY	Easement / Right-of-Way	4/28/1989	TEXAS	MCMULLEN	UNK	UNK	Unknown
AR094077000	DAVID K BECKER	ATLANTIC RICHFIELD COMPANY	Surface Agmt	4/01/1989	TEXAS	MCMULLEN	303	450	44470
AR094143000	MARY LINDHOLM, ET AL	ATLANTIC RICHFIELD COMPANY	Easement / Right-of-Way	10/25/1989	TEXAS	MCMULLEN	308	272	45021
AR094238000	ROBERT GERALD LINDHOLM	ATLANTIC RICHFIELD COMPANY	Easement / Right-of-Way	6/11/1990	TEXAS	MCMULLEN	316	103	45976
VR001126000	ROAD MAINTENANCE CONTRACT RHODE RANCH	VASTAR RESOURCES INC /AND/ PARKER & PARSLEY PRODUCINE LP	Surface Agmt	5/11/1995	TEXAS	MCMULLEN	UNK	UNK	Unknown
VR001138000	KING, MAY ET AL	VASTAR RESOURCES INC	Easement / Right-of-Way	6/26/1995	TEXAS	MCMULLEN	UNK	UNK	Unknown
VR001140000	KING, MAY ET AL	VASTAR RESOURCES INC	Easement / Right-of-Way	6/26/1995	TEXAS	MCMULLEN	UNK	UNK	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 McMullen County, Texas

Victoria Shuffler

By: _____
Title: _____
Date: _____
