2022 - 5792 07/08/2022 08:59 AM Page 1 of 25



**Nacogdoches County** June Clifton **Nacogdoches County Clerk** 

Instrument Number: 2022 - 5792

Real Property Recordings

Parties' BP AMERICA PRODUCTION COMPANY

Recorded On: July 08, 2022 08 59 AM

Parties: BPX OPERATING COMPANY

Number of Pages 25

" Examined and Charged as Follows: "

Total Recording \$118.00

## \*\*\*\*\*\*\*\*\*\*\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*\*\*\*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law

File Information:

Receipt Number:

2022-5792 Document Number:

20220708000008

Recorded Date/Time. July 08, 2022 08 59 AM

User

JENNIFER A

Station:

CLERK02

Record and Return To:

GEORGE MCLEOD / BPX LAND / BPX ENERGY

15377 MEMORIAL DRIVE

HOUSTON TX 77079



STATE OF TEXAS

**Nacogdoches County** 

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Nacogdoches County, Texas

June Clifton

Nacogdoches County Clerk Nacogdoches County, TX

June. Ilyton.

ERFEIED TRUE AND CORRECT COPY CERTIFICATE
TRAIL DE TEXAS
OUNTY OF NACOGDOCHES dodublent to which this cerulicate is affixed containing \_\_\_\_ a full, true and correct copy of the ongreal on file and of record in JUL - 8 2022 DATE . JUNF CLIFTON COUNTY CLFRK NACOGOCHES COUNTY DEPUTY CLERK

### ASSIGNMENT AND BILL OF SALE

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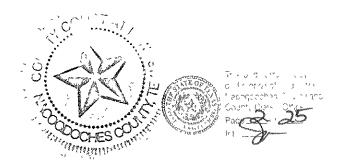
STATE OF TEXAS
COUNTY OF NACOGDOCHES

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 Nacogdoches County, Texas including those described in Exhibit A-1, subject in each case to receipt of any Required Consents, together with any and all other right, title and interest of the Assignor in and to the leasehold estates created thereby including, working interests, back-in working interest, net revenue interests, record title, operating rights, overriding royalty interests and net profits interests together with all top leases, amendments, renewals, extensions or ratifications thereof owned by the Assignor (such interest in such leases the "Leases"),
- (b) all fee simple surface estates, all fee mineral interests, together with lessor royalties, non-participating royalties owned by Assignor located in Nacogdoches County, Texas including those described in Exhibit A-2 (such interest in such fee simple surface estates, fee mineral interests, lessor royalties and non-participating royalties, the "Fee Minerals"), and any and all other rights and interests in the lands covered by the Leases and any lands pooled or unitized therewith (such lands, the "Lands"),
- (c) all wells located on any of the Lands (such interest in such wells the "Wells"), and all Hydrocarbons in, on, under or produced from the Oil and Gas Properties (defined below) or allocated thereto from and after the Effective Time;
- (d) all rights and interests in, under or derived from all unitization and pooling agreements, declarations and orders in effect with respect to any of the Leases or Wells and the units created thereby (the "Units") (the Leases, the Fee Minerals, the Lands, the Wells, and the Units being collectively referred to hereinafter as the "Oil and Gas Properties"),
- (e) all permits, licenses, servitudes, easements, rights-of-way, surface leases, other surface interests located in Nacogdoches County, Texas and including those described on Exhibit B and, surface rights and all other rights to the extent appurtenant to or used or held for use in connection with the ownership, or operation, of the Oil and Gas Properties, the production, gathering, sale or disposal of Hydrocarbons or the production or disposal of water from the Oil and Gas Properties, including those described on Exhibit B (the "Easements"), subject in each case to receipt of any Required Consents, and all fee simple surface estates not described in (a) and (b) above to the extent appurtenant to or used or held for use in connection with the ownership, or operation, of the Oil and Gas Properties, the production, gathering, sale

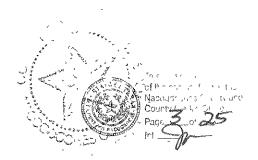
Assignment 1 of 4



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"),
- (1) 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



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:

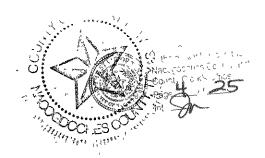
#### 1 Assignor's Title

- (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, ASSIGNEEE 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.
- 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 HERLBY 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.

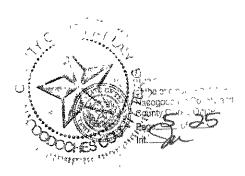
Assignment 3 of 4



- (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 <u>Assignee Assumed Obligations</u> 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. <u>Successors and Assigns</u> 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
- 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.
- 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



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

### <u>ASSIGNOR</u>

Name: Shandy-Robl

BP AMERICA PRODUCTION COMPANY

131960396

Notary's Identification Number

Title. Attorney-in-Fact STATE OF TEXAS COUNTY OF HARRIS On this 30 day of 4x5. 2022, before me appeared 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 35 day of June . 2022 My Commission Expires KELLEY MYERS My Notary ID # 131960396 Expires April 4, 2023

# <u>ASSIGNEE</u>

## BPX OPERATING COMPANY

Name Stephanie Gannaway

Title Attorney-in-Fact

STATE OF TEXAS §	
§	
COUNTY OF HARRIS §	
On this 30% day of Stephanie for name sworm, did say that she is Attorney that said instrument was signed o	to me personally known, who, being by me duly y-in-Fact for BPX OPERATING COMPANY, and n behalf of said corporation.
Given under my hand and seal the	is 30 day of June , 2022
My Commission Expires	Notary Public. State of Texas
KELLEY MYERS My Notary ID # 131960396 Expires April 4, 2023	Name (Typed or Printed)  1319 60396  Notary's Identification Number

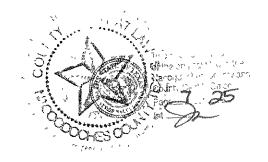


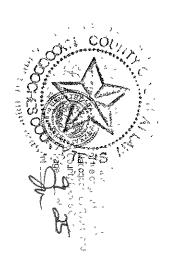
EXHIBIT "A-1"

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

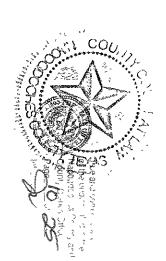
		Leas	es						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt /Regis
1502294001	BENJAMIN WINSTON ET AL.	BLACK STONE ENERGY COMPANY LLC	Private Leasehold	12/14/2010	TEXAS	NACCODECCHES	3413	209	2010-14226
1502294003	CAPITAL ONE NA IRUSTEE FOR THE PATRICIA JAYROE GAGE TESTAMENTARY TRUSI	BLACK STONE ENERGY COMPANY LLC	Private Leasehold	12/14/2010	TEXAS	NACOGDOCHES	3413	175	2010-14223
1502294004	MARITAL TRUST U/W ROBERT I EE KURTH SR	BLACK STONE ENERGY COMPANY LI C	Private Leasehold	12/14/2010	TEXAS	VACOGDOCHES	3413	199	2010-14225
1502294005	ERNEST L KURTH IR CHARITABLE FOUNDATION	BLACK STONE ENERGY COMPANY LLC	Private Leasehold	12/14/2010	TEXAS	NACOGDOX HES	3413	162	2010-14222
1502294006	M-A-P SECURITIES PARTNERSHIP	BLACK STONE ENERGY COMPANY LLC	Private I easehold	12/14/2010	TEXAS	NACOGDOCITES	3413	186	2010-14224
1502294007	ACLCO AGENCY LLC	BLACK STONE ENERGY COMPANY LI C	Private Leaschold	12/14/2010	TEXAS	NACOGDOCHES	3413	138	2010-14221
1503989001	ACLCO (NEW) MINERALS, LID ET AL	CORTEZ RESOURCE PARTNERS, LLC	Private Leaschold	11/01/2015	TEXAS	NACOGDOX.HES	N/A	N/A	2015-8818
1503989002	ACLCO AGENCY, LLC	CORTEZ RESOURCE PARTNERS, LLC	Private Leasehold	11/01/2015	TEXAS	NACOGDOCHES	N/A	N/A	2015-8819
1503989003	ERNEST L KURTH, JR CHARITABLE FOUNDATION	CORTEZ RESOURCE PARTNERS, LLC	Private Leasehold	11/01/2015	TEXAS	NACOGDOCHES	N/A	N/A	2015 8817
1503989004	CAPITAL ONE, N A , TRUSTEE FOR THE PATRICIA JAYROE GAGE TESTAMENTARY TRUST	CORTEZ RESOURCE PARTNERS, LLC	Private Leasehold	11/01/2015	TEXAS	*ACOGDOCHES	N/A	N/A	2015-8820
1503989005	M-A-P SECURITIES PARTNERSHIP	CORTEZ RESOURCE PARTNERS, LLC	Private I easehold	11/01/2015	TEXAS	NACOGDOCHES	N/A	N/A	2015-8816
1503989006	WINSTON, BENJAMIN DET AL	CORTEZ RESOURCE PARTNERS, LLC	Private Leasehold	11/01/2015	TEXAS	NACOGROCHEZ	N/A	N/A	2015-8815
1509981000	BAILEY, AULINE LOWERY	GOODRICH PETROLEUM COMPANY, LI C	Private Leasehold	9/28/2006	TEXAS	NACOGDOCHES	2524	195	N/A
1510099018	JULIE JACKSON	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/10/2018	TEXAS	NACOGDOCHES	4838	13	N/A



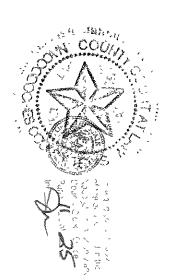
		Leas Leas	ses						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regi
1510100000	WILSON, DAVID RUSSELL	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/14/2018	TEXAS	NACOGDOX, HES	4813	164	N/A
0544834002	JFSSIE J YOUNG	AMOCO PRODUCTION COMPANY	Private Leasehold	9/28/1978	TEXAS	VACOGDOCHES	134	900	N/A
0570704000	SEELBACH, BERTIE, ET AL	AMOCO PRODUCTION COMPANY	Private Leasehold	11/30/1978	TEXAS	NACOGDOCHES	136	783	N/A
0785250001	IERRY GRAHAM	DALLAS EXPLORATION, INC	Overnding Royalty Lease	2/14/1979	TEXAS	NACOGDOCHES	137	858	N/A
0579627000	H O HOOKER, ET AL	AMOCO PRODUCTION COMPANY	Private Leasehold	2/11/1980	TEXAS	NACOGDOCHES	142	94	N/A
0544834003	GRACE M LANTRIP	AMOCO PRODUCTION COMPANY	Private Leaschold	2/28/1980	TEXAS	NACOGĐOCHES	140	242	N/A
0544834004	JOHN H LANTRIP, ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	2/28/1980	TEXAS	NACOGROCHES	140	361	N/A
0544834005	KEITH R KNOTT, ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	2/28/1980	TEXAS	NACOGDOCHES	141	213	N/A
0544803002	LOIS FOSTER BLOUN	AMOCO PRODUCTION COMPANY	Private Leaschold	4/18/1980	TEXAS	MACOGDOCHES	144	532	N/A
0545512007	FAIRES, LI OYD A	AMOCO PRODUCTION COMPANY	Private Leasehold	4/18/1980	TEXAS	NACOGDOCHES	144	654	N/A
0588539000	I FWIS, ROYCE B, ET AL	AMOCO PRODUCTION COMPANY	Private Leasehold	4/23/1980	TEXAS	NACOGDOCHES	144	461	N/A
0588449000	LONNIE (L R ) KENDRICK, ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	4/28/1980	TEXAS	NACOGDOCHES	144	255	N/A
0588508000	FAULKNER, VESTA, ET AL	AMOCO PRODUCTION COMPANY	Private Leasehold	4/28/1980	TEXAS	NACOGDOCHES	144	392	N/A
0588540000	NOBLE, LEWIS H	AMOCO PRODUCTION COMPANY	Private Leaschold	4/29/1980	TEXAS	VACOGDOCHES	144	463	N/A
0545626003	PORTERFIELD, DOROTHY MAE	AMOCO PRODUCTION COMPANY	Private Leaschold	5/06/1980	ΓEXAS	NACOGDOCHES	145	203	N/A
0588541000	FAIRES, DANIEL V, ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	5/06/1980	TEXAS	NACOGDOCHES	144	465	N/A
0588542000	FAIRES, CARL H	AMOCO PRODUCTION COMPANY	Private Leasehold	5/06/1980	TEXAS	NACOGDOCHES	144	467	N/A



		Lea	ases						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Reg
0588545000	MOORE, HARRIS WILSON	AMOCO PRODUCTION COMPANY	Private Leasehold	5/06/1980	TEXAS	NACOUDUCHES	144	473	N/A
0588607000	CARNEGIE, H M, EI AL	AMOCO PRODUCTION COMPANY	Private Leasehold	5/08/1980	TEXAS	#VCOODOCHE2	145	396	N/A
588668000	PAULINE MOORE, ET AL	AMOCO PRODUCTION COMPANY	Private Leasehold	5/12/1980	TEXAS	NACOGDOCHES	145	521	N/A
0588628000	FAIRES, JIM, ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	5/13/1980	IEXAS	NACOGDOCHES	145	448	N/A
0544159007	L O BROWN, ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	5/20/1980	TEXAS	NACOGDOCIES	145	110	N/A
588786000	JUNE H LEWIS, F.f. AL	AMOCO PRODUCTION COMPANY	Private Leasehold	6/12/1980	TEXAS	NACOGDOCHES	147	58	N/A
0545626004	I ERRELL, BETTY JOYCE	AMOCO PRODUCTION COMPANY	Private Leasehold	7/07/1980	TEXAS	NACOGDOCHES	147	670	N/A
0594902000	ROGER DALE MARTIN	AMOCO PRODUCTION COMPANY	Private Leasehold	7/21/1980	TEXAS	NACOGDOX HES	148	102	N/A
0588776000	CHESTER GRLGORY, ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	9/15/1980	IEXAS	AV(AXIDIXCHE2	147	36	N/A
0344376000	IROY M JOHNSON, ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	5/27/1983	TEXAS	NACOGDOCHES	170	510	N/A
0344389000	MOLLY S. FERGUSON AS AGENT AND A LI ORNEY-IN-FACT FOR C W STRODE AND ALMA STRODE	AMOCO PRODUCTION COMPANY	Overriding Royalty Lease	5/31/1983	TEXAS	NACOGDOCHES	490	474	N/A
0344378001	JERRY D NICHOLS, ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	6/01/1983	TEXAS	NACOGROCHES	170	517	N/A
344378002	G F WHITE, ET UX	AMOCO PRODUCTION COMPANY	Overnding Royalty Lease	6/01/1983	TEXAS	VACOGDOCHES	170	521	N/A
344379001	GLENN R ADAMS, ET UX	AMOCO PRODUCTION COMPANY	Overriding Royalty Lease	6/02/1983	TEXAS	NACORDOCHES	170	524	N/A
0344379002	H L BRANDON, ET UX	AMOCO PRODUCTION COMPANY	Overnding Royalty Lease	6/02/1983	TEXAS	VACOGDOCHES	170	527	N/A
346829000	JOHN R SPARKS, ET UX	AMOCO PRODUCTION COMPANY	Overnding Royalty Lease	6/03/1983	ſEXAS	NACOGDOCHES	497	87	N/A



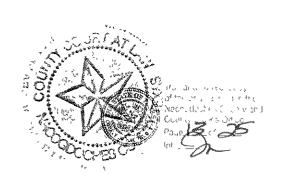
		Lea	ses						
Agmt No	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt /Regr
0545512009	KELLY, H G, JR ET UX	AMOCO PRODUCTION COMPANY	Private Leaschold	2/06/1985	TEXAS	NACOGDOCHES	568	207	N/A
0545512008	REID, MILDRED K, ET VIR	AMOCO PRODUCTION COMPANY	Private Leasehold	2/07/1985	TEXAS	AVCOCISK HE2	568	177	N/A
0352692001	ELLIOTT, MARY ELLIS	AMOCO PRODUCTION COMPANY	Private Leasehold	2/14/1985	TEXAS	NACOGDOCHES	562	373	N/A
352692002	MICHAEL J BFILL	AMOCO PRODUCTION COMPANY	Private Leasehold	2/16/1985	TEXAS	NACOGDOCHES	568	195	N/A
352715000	ELDON L CLOUDY, ET UX	AMOCO PRODUCTION COMPANY	Private Leasehold	2/27/1985	TEXAS	NACOGDOCHES	564	215	N/A
0545512010	TODD, DAVID GREVE	AMOCO PRODUCTION COMPANY	Private Leasehold	3/11/1985	TEXAS	NACOGDOCHES	569	181	N/A
0545512011	DAVISON, IRMA GREVE	AMOCO PRODUCTION COMPANY	Private Leasehold	3/11/1985	TEXAS	\ACOGDOCHES	571	624	N/A
0545512012	JORDAN, SYLVIA TOĐĐ	AMOCO PRODUCTION COMPANY	Private Leaschold	3/11/1985	TEXAS	NACOGDOCHES	571	621	N/A
0545512013	ABNŁY, DIXON F, JR	AMOCO PRODUCTION COMPANY	Private Leasehold	3/11/1985	TEXAS	NACOGDOCHES	571	618	N/A
0545512015	SMITH, BERNIE TODD	AMOCO PRODUCTION COMPANY	Private Leasehold	3/11/1985	TEXAS	NACOGDOCHES	571	612	N/A
0545512016	MUELLER LIFE TRUST	AMOCO PRODUCTION COMPANY	Private Leasehold	3/11/1985	TEXAS	VACOGDOCHES	571	609	N/A
0545512014	ABNEY, PAUL C	AMOCO PRODUCTION COMPANY	Private Leasehold	3/13/1985	1EXAS	NACOGDOCHES	571	615	N/A
0354819000	SOUTHERN PACIFIC CO	AMOCO PRODUCTION COMPANY	Private Leasehold	9/26/1985	ILXAS	NACOGDOCHES	609	277	N/A
0545512017	ABNEY, WILLIAM G	AMOCO PRODUCTION COMPANY	Private Leaschold	11/01/1985	TEXAS	NACOGDOCHES	602	861	N/A
1504874004	MARJORIE MEEHAN, A WIDOW	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	4/07/2006	ΓEXAS	NACOGDOCHES	2435	34	N/A
1504874002	SUE JEAN HALTOM DUNN, WIFE OF SAMUEL S DUNN, HEREIN DEALING WITH HER OWN SEPARATE PROPERTY	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	4/12/2006	TŁXAS	NACOGDOCHES	2446	54	N/A



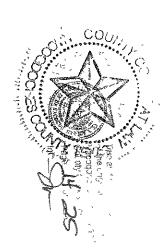
		Leas	ses						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rept./Regis
1504874001	ROSE ALICE CHAMBERS, WIFE OF CHARLES CHAMBERS, DEALING HEREIN WITH HER OWN SEPARATE PROPERTY	GOODRICH PETROLEUM COMPANY, LI C	Private Leasehold	4/18/2006	TEXAS	NACOGDOCHES	2435	32	N/A
1504874005	BETTY ANNE WILLIAMS DUNAWAY, WIFE OF PAUL E DUNAWAY, HEREIN DEALING WITH HER OWN SEPARATE PROPERTY	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	4/19/2006	TEXAS	NACOGDOCHES	2435	33	N/A
1504877000	GEORGE LOWERY, IV, A SINGLE MAN	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	4/19/2006	TEXAS	NACOGDOCHES	2435	28	N/A
1504878000	JASON TODD LOWERY, A SINGLE MAN	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	4/19/2006	TEXAS	NACOUPOCHES	2435	31	N/A
1504891001	GEORGE LOWERY III, HUSBAND OF LINDA LOWERY, DEALING HEREIN WITH HIS OWN SEPARATE PROPERTY	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	4/19/2006	TEXAS	NACOGDOCHES	2435	29	N/A
1504874003	RONALD HALTOM WILLIAMS, A SINGLE MAN	GOODRICH PETROLEUM COMPANY, LTC	Private Leasehold	4/24/2006	TEXAS	\ACOGDOCHES	2435	18	N/A
1504874006	LOUIS LAFAYLITE HALTOM, A SINGLE MAN	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	4/25/2006	TEXAS	VACOGDOCHES	2446	53	N/A
1504886000	JAMES WARREN MILSTEAD, EI UX	GOODRICH PETROLEUM COMPANY, LLC	Private Leaschold	4/27/2006	TEXAS	NACOGDOCHES	2435	19	N/A
1504879000	JAMES H SARGENT, ET UX	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	5/16/2006	TEXAS	VACOGDOCHES	2435	27	N/A
1504891002	GAYNELL L BROWN, WIFE OF EUGENE BROWN, DŁALING HEREIN WITH HER OWN SEPARATE PROPERTY	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	5/23/2006	TEXAS	NACOGDOCHES	2440	89	N/A
1504891003	PATRICIA I KELLEY, WIFE OF CHARLES D KELLEY, DEALING HEREIN WITH HER OWN SEPARATE PROPERTY	GOODRICH PETROLLUM COMPANY, LLC	Private Leasehold	5/23/2006	IEXAS	NACOGDOCHES	2440	87	N/A



	Rcpt /Regis.	N/A	N/A	N/A	NA	N/A	N/A	NIA	N/A	NA	N/A	N/A	N/A	N/A	NA
	Page	2	2	_	99	285	286	284	282	108	366	203	211	214	13
	Book	2456	2449	2449	2460	2482	2482	2482	2482	2502	2515	2524	2567	2567	2575
	County	NACOGDOCHES	NACOODOX.HES	VACOGDOCIIES	NACOGDOCHES	YACOGDOCHES	NACOGDOCITES	NACOGDOC HES	NACOGDOC.HES	NACOGOOCHES	NACOGBOCHES	NACOLDOX HES	NACOCDOCHES	VACOGDOCHES	NACOCIOCHES
	State	IEXAS	TEXAS	TEXAS	TEXAS	TEXAS	TEXAS	TEXAS	TEXAS	TEXAS	TEXAS	TEXAS	rexas	1EXAS	TEXAS
	Effec. Date	6/01/2006	902/2009	6/06/2006	9008/5009	7/26/2006	7/26/2006	7/26/2006	7/27/2006	8/22/2006	9/22/2006	10/05/2006	12/15/2006	12/19/2006	12/22/2006
ses	Agmt Type	Private Leasehold	Private Leasehold	Private Leasehold	Private Leasehold	Private Leasehold	Private Leasehold	Private Leasehold	Private Leasehold	Private Leasehold	Private Leasehold	Private Leasehold	Pnvate Leasehold	Private Leasehold	Private Leasehold
Leases	Grantee / Lessee	GOODRICH PETROLEUM COMPANY, LLC	GOODRICH PETROLEUM COMPANY, LLC	GOODRICH PETROLEUM COMPANY, LLC	GOODRICH PETROLEUM COMPANY. LLC	GOODRICH PETROLEUM COMPANY, LLC	GOODRICH PETROLLUM COMPANY, LLC	GOODRICH PETROLEUM COMPANY, LLC	GOODRICH PETROLEUM COMPANY, 1.LC	GOODRICH PETROLEUM COMPANY, LLC	GOODRICH PETROLEUM COMPANY, LLC	GOODRICH PETROLEUM COMPANY, LLC	GOODRICH PETROLEUM COMPANY, LLC	GOODRICH PETROLEUM COMPANY, LLC	GOODRICH PLIROLEUM COMPANY, LLC
	Grantor / Lessor	SONDRA PATE, WIFE OF BILLY PATE	ELTON MILSTEAD, IR, ET UX	BRADLEY ALAN COLESON, A SINGLE MAN	JERRY LYNN BURNAMAN, HUSBAND OI NANCY K BURNAMAN, HEREIN DEALING WITH HIS OWN SEPARATE PROPER I'Y	GLORIA D YOUNG AND HUSBAND WILLIAM 1 YOUNG	LINDA ANN PINNER A WIDOW	GLORIA D YOUNG AND HUSBAND WILLIAM I YOUNG	JOAN M QUISENBERRY AND HUSBAND WAYLAND OUISENBERRY	HAROLD NELSON AND WIFE LINDA G. NELSON	WYLIE ROYCE KOONCE ET UX	LINDA DIANE LOWERY	HESTER PARTIN CUCULIC	JIMMY G AND PEGGY METTLEN	JASON REID BRIDGES
	Agmt No	1504901001	1504889000	1504899000	1504901002	1504909000	1504923001	1504923003	1504923002	1506018001	1509900000	1509897000	1504901006	1509901000	1506000001



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1506006000	MATTHEW LOWERY KELLEY HUSBAND OF ASHLEY RENO KFLL EY, HEREIN DEALING WITH HIS OWN AND SEPERATE PROPOERTY	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	1/03/2007	TEXAS	NACOGDOCHES	2581	137	N/A
1506007000	CHARLES DEAN KELLEY JR A SINGLE MAN	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	1/03/2007	TEXAS	NACOGDOCHES	2581	138	N/A
1505634000	BARTLEY DANIEL COLESON	SENDERO RESOURCES, INC	Private Leasehold	1/08/2007	TEXAS	VACOGDOCHES	2867	247	N/A
1505978001	WAYLAND QUISENBERRY HUSBAND OF JOAN M QUISFNBERRY, DEALING HEREIN WITH HIS OWN AND SEPERATE PROPERTY	GOODRICH PETROLEUM COMPANY LLC	Private Leasehold	1/08/2007	TEXAS	NACOGDOCHES	2577	13	N/A
1505978002	WILLIAM J YOUNG HUSBAND OF GLORIA D YOUNG, DEALING HEREIN WITH HIS OWN AND SEPERATE PROPERTY	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	1/08/2007	TEXAS	NACOGDOCHES	2581	139	N/A
1504891004	CAROLYN LOWERY GARTMAN	SENDERO RESOURCES, INC	Private Leasehold	1/09/2007	TEXAS	NACCIODOCHES	2950	45	N/A
1505635000	CHAD N GARIMAN	SENDERO RFSOURCES, INC	Private Leaschold	1/09/2007	TEXAS	NACOGDOCHES	2867	253	N/A
1505636000	DAUGHTRY WADE GARTMAN	SENDERO RESOURCES, INC	Private Leasehold	1/09/2007	TEXAS	NACOGDOCHES	2867	254	N/A
1506000002	BETTY JOE BEYER WIFE OF MELVIN PHILLIP BEYER, DEALING HEREIN WITH HER OWN SEPERATE PROPERTY	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	1/24/2007	TEXAS	NACOGDXX.HES	2594	61	N/A
1504901004	BARBARA ANN VARDEMAN, WIFF OF, BILLY L VARDEMAN, HFRFIN DEALING WITH HER OWN AND SEPARATE PROPERTY	GOODRICH PETROLEUM COMPANY LLC	Private Leasehold	1/26/2007	TEXAS	NYCOPDIX HE?	2589	42	N/A



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1504901003	ROSA PARTIN JERNIGAN PAYNE, WIFE OF JOE B PAYNE, HEREIN DEALING WITH HER OWN AND SEPARATE PROPERTY	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	1/30/2007	TEXAS	NACOGROCHES	2589	37	N/A
1504901005	DORO1 HY LOUISE ALLEN	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	1/30/2007	TEXAS	NACOGDOCHES	2589	38	N/A
1505978003	JACK W HAYS AND WIFE BETTY HAYS	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	3/02/2007	IEXAS	NACOGDOCHES	2611	311	N/A
1509907001	JUDY CARTER SPARKS	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	3/09/2007	TEXAS	NACOLIDECHES	2611	307	N/A
1509907002	DIXIE CURL HUNT	GOODRICH PETROLFUM COMPANY, LLC	Private Leaschold	3/09/2007	TEXAS	NACOGDOCHES	2611	308	N/A
1509907003	BETTY CURL WEBB THOM	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	3/09/2007	ГŁХАЅ	NACGUDOCHES	2611	313	N/A
1509907004	JIMMY LANCE METTEAUER	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	3/09/2007	TEXAS	NACOGIXX HES	2611	309	N/A
1509907006	KAY M EVETT	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	3/09/2007	TEXAS	NACOGIOCHES	2665	99	N/A
1504874008	JOHN CHRISTOPHER BEAN, A SINGLE MAN, EF AL	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	3/15/2007	TEXAS	NACOGDOCHES	2613	197	N/A
1504874010	SALVATION ARMY, HEREIN REPRESENTED BY MARK ISRAEL	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	3/16/2007	TEXAS	AVCOPDOTHE?	2648	30	N/A
1504874009	CAPLAND CFNTER FOR COMMUNICATION DISORDERS, HEREIN REPRESENTED BY DORIS R HALE, FXECUTIVE DIRECTOR	GOODRICH PETROLEUM COMPANY, LLC	Private Leaschold	3/20/2007	1EXAS	NACOGDUCHES	2626	212	N/A
1506018002	STEVEN LEE MILS I LAO HUSBAND OF KIMBERLY ANN MILSTEAD, HERLIN DEALING WITH HIS OWN AND SEPERATE PROPER FY	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	3/20/2007	TEXAS	NACOGROCHES	2618	310	N/A



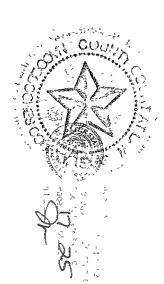
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1506018003	SUSAN LEA CARUO WIFE OF PETER CARIO, HEREIN DEALING WITH HER OWN AND SEPERTE PROPERTY	GOODRICH PETROI EUM COMPANY, LLC	Private Leasehold	3/20/2007	TEXAS	*ACOGDOCHES	2618	312	N/A
1504874007	JOHN ROBER I BOWMAN, III, A SINGLE MAN	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	3/22/2007	TEXAS	NACOGDOCHES	2613	260	N/A
1505638000	GLENDON HOLLER A FEMME SOLE DEALING HEREIN WITH HER AOLE AND SEPERATE PROPERTY	SENDERO RESOURCES, INC	Private Leasehold	3/22/2007	TEXAS	NACÓGDOCHES	2867	258	N/A
1506025004	GLENN HOLLER	SENDERO RESOURCES, INC.	Private Leaschold	3/23/2007	ГЕХАS	NACOGDOCHES	2950	46	N/A
1509907005	PHILIP E JR , SANDERS ET AL	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	3/28/2007	TEXAS	NACOGROCHES	2633	132	N/A
1505574000	ADDIE SCHAMBER	SENDLRO RESOURCES, INC	Private Leasehold	4/05/2007	TEXAS	NACOGDXX.HES	2867	272	N/A
1509907007	MIKE LOVELI	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	5/04/2007	TEXAS	NACOGDOCHES	2650	179	N/A
1504874011	LAMAR STATE COLLEGE OF PORT ARTHUR, HERLIN REPRESENTED BY ITS PRESIDENT, DR W SAM MONROE	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	6/22/2007	TEXAS	NACOGDOCHES	2690	15	N/A
1504901007	EUNICE CAROL MORTON	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	11/03/2009	TEXAS	NACOGDOCHES	3140	107	N/A
1504901008	MAGGIE MARTIN	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	11/03/2009	TEXAS	NACOGDOCHES	3140	102	N/A
1509907008	MARILYN CURL NELSON	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	3/05/2010	TEXAS	NACOGIXX HES	3167	155	N/A
1505978004	RONALD ALLEN THOMAS AND WIFE, JUNE MARIE THOMAS	GOODRICH PETROLEUM COMPANY, I LC	Private Leasehold	3/10/2010	TEXAS	NACOGDOCHES	3253	204	N/A
1504963001	WILLIAM BLOODWORTH FT AL	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	9/24/2010	ΓEXAS	NACOGDOCHES	3445	232	N/A
1506011001	MERVIS LOWERY	GOODRICH PETROLEUM COMPANY, LLC	Private Leaschold	9/24/2010	TEXAS	y vc od dec HE2	3372	24	N/A



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1505978005	PATSY BRALEY GILLROY	JOSHUA G CADE	Private Leasehold	9/30/2010	TEXAS	NACOGDOCHES	3375	156	N/A
1505978006	JOSEPH M BRALEY	JOSHUA G CADE	Private Leasehold	9/30/2010	TEXAS	VACOUDOCHES	3371	306	N/A
1506025001	MINDY HOLLER	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	10/01/2010	TEXAS	NACOGDOCHES	3407	83	N/A
1506025002	ANNE MARIÈ HOLLER WIDOW OF HAROLD O HOLLER, DECEASED	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	10/01/2010	TEXAS	NACOGIXXCHES	3419	266	N/A
1506025003	REBECCA HOLLER CRIBARI	GOODRICH PETROI EUM COMPANY, LLC	Private Leasehold	10/01/2010	TEXAS	NACOGROCHES	3419	270	N/A
1506015001	GEORGE LOWERY III	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	10/21/2010	TEXAS	NACOGDOCHES	3394	202	N/A
1506015003	PATRICIA L KELLEY	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	10/21/2010	(FXAS	NACOGROCHES	3394	196	N/A
1506015004	GAYNELL L BROWN	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	10/21/2010	TEXAS	NACUGBOCHES	3394	199	N/A
1509906001	BILLY MEADOWS	GOODRICH PETROLFUM COMPANY, LLC	Private Leasehold	11/02/2010	TEXAS	NACOGDOCHES	3445	288	N/A
1506014000	ELTON MILSTEAD JR AND WIFE MARY J MILSTEAD	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	11/23/2010	TEXAS	NACOGDOCHES	3419	274	N/A
1506017002	CAROL CAS I LEBERRY BLAND	GOODRICH PETROLEUM COMPANY, LLC	Private Leaschold	12/03/2010	TEXAS	NACOGDOCHES	3461	314	N/A
1506017001	JM "BUDDY" CASTLEBERRY AND JANIS S CASTLEBERRY TRUSTEES FOR THE JM AND JS CATLEBERRY LIVING TRUST DATED JANUARY 30, 2002	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehoid	12/21/2010	TEXAS	NACOGDOCHES	3451	59	N/A
1506015002	CAROLYN LOWERY GAR'I MAN	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	1/05/2011	TEXAS	NACOGROCHES	3442	148	N/A
1504963002	WILLIAM G HAYDEI	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	3/01/2011	TEXAS	NACOGDOCHES	3504	28	N/A
1504963003	MICHAEL LANCE LOWERY	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	3/10/2011	TEXAS	NAC OGDOCHES	3483	306	N/A



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1504963005	LANCE WAYNE LOWERY	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	3/10/2011	TEXAS	AACOGDOCHES	3483	309	N/A
1506013000	MERVIS LOWERY	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	4/01/2011	TEXAS	NACOGDOCHES	3504	25	N/A
1506012000	THOMAS EUGENE ROBERTS ATTORNEY-IN-FACT FOR VERLENE ROBERTS	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	5/13/2011	TEXAS	NACOVITXX HES	3520	151	N/A
1506011002	THOMAS EUGENE ROBERTS ATTORNEY-IN-FACT FOR VERLENE ROBERTS	GOODRICH PETROLEUM COMPANY, I.LC	Private Leasehold	8/02/2011	TEXAS	NACOGDOCHES	3582	23	N/A
1506011003	ADDIE LOWERY SCHAMBER	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	8/02/2011	TEXAS	VACOGDOCHES	3582	25	N/A
1506011004	GI FNDON LOWERY HOLI ER	GOODRICH PETROLEUM COMPANY, LLC	Private Leasebold	8/02/2011	TEXAS	NACOODOCHES .	3582	27	N/A
1504963004	HAROLD NELSON	GOODRICH PETROLEUM COMPANY, LLC	Private Leasehold	10/25/2011	TEXAS	NACOUDOCHES.	3632	45	N/A
1504901009	KENNETH G SWANN, HUSBAND OF CARRIE SWANN HEREIN SIGNING TO ACKNOWLEDGE KENNETH SWANN'S OWN SEPERATE PROPERTY	GOODRICH PETROLEUM COMPANY, LLC	Private Leaschold	1/30/2012	TEXAS	NACOGDOCHES	3732	129	N/A
1015753000	BP AMERICA PRODUCTION COMPANY	EXCO OPERATING COMPANY	Granted Mineral Lease	3/01/2015	IEXAS	NACOUDOCHES	4267	90	N/A
1503282000	LINDA DIANE LOWERY	BP AMERICA PRODUCTION COMPANY	Private Leasehold	3/01/2017	TEXAS	AVCOCDOCHE?	4571	168	N/A
1503668002	KAREN PERRY KENT	VODA RESOURCES, LLLC	Private Leasehold	4/19/2017	TEXAS	NACOGDOCHES	4660	178	N/A
1503668001	JUSTON M LOUT	BP AMERICA PRODUCTION COMPANY	Private Leasehold	11/09/2017	TEXAS	NACOGDOCHES	4708	257	N/A
1503940001	CHEVRON US A INC	BP AMERICA PRODUCTION COMPANY	Private I easchold	12/18/2017	TEXAS	NACOGDUCHES	4695	99	N/A
1504325001	ROBERT DAVID COUSINS, DEALING HEREIN WITH HIS SOLE AND SEPARATE PROPERTY,	BP AMERICA PRODUCTION COMPANY	Private Leaschold	3/21/2018	1 EXAS	NACOLDOCHES	N/A	N/A	Unknown



Leases									
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1504325002	REBECCA DEA COUSINS BRIGHTWEIL, DEALING HEREIN WITH HER SOLE AND SEPARATE PROPERTY	BP AMERICA PRODUCTION COMPANY	Private Leasehokl	3/21/2018	TEXAS	NACOGDOCHES	N/A	N/A	Unknown
1504325003	KRISTIN LEIGH COUSINS POWERS, DEALING HEREIN WITH HER SOLE AND SEPARATE PROPERTY	BP AMERICA PRODUCTION COMPANY	Private Leasehold	3/21/2018	TEXAS	NACOCIDOCHES	N/A	N/A	Unknown
1504325005	WILLIAM R COUSINS, III	BP AMERICA PRODUCTION COMPANY	Private Leasehold	6/02/2018	TEXAS	NACOGDOCHES	N/A	N/A	Unknown
1504325004	ROBER1 E COUSINS	BP AMERICA PRODUCTION COMPANY	Private Leasehold	6/04/2018	TEXAS	NACOGDOCHES	N/A	N/A	Unknown
1509986001	JUANITA BEESON MARTIN	BP AMERICA PRODUCTION COMPANY	Private Leasehold	6/28/2018	TEXAS	NACOCIDOCHES	4796	146	N/A
1510099009	GRAGG, ALICE MAYES	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/01/2018	TEXAS	NACOGODOCHES	4815	180	N/A
1510099010	LILLIAN MAYES JOHNSON	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/01/2018	TEXAS	NACOGDOCHES	4815	178	N/A
1510099011	DAVIDSON NELSON MAYES	BP AMERICA PRODUCTION COMPANY	Private Leaschold	8/01/2018	TEXAS	NACOKIOXX HES	4815	176	N/A
1510099002	GERALD THOMAS HERRINGTON	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/02/2018	<b>FEXAS</b>	NACOGDOCHES	4813	156	N/A
1510099004	JOHN ANDREW HERRINGTON	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/02/2018	TEXAS	NACOODXHES	4813	162	N/A
1510099005	JAMES MICHAEL HERRINGTON	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/02/2018	TEXAS	NACOGDOCHES	4813	168	N/A
1510099003	HARRY HARKEY	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/08/2018	TEXAS	NACOGDOCHES	4813	158	N/A
1510099001	CHARLES WAYNE HERRINGTON	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/10/2018	TEXAS	NAC OUDOCHES	4813	160	N/A
1510099006	BENNETT JAMES HERRINGTON	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/10/2018	TEXAS	PACON/DOCHES	4813	154	N/A
1510099007	MCKERNAN, BECKY LEIGH	BP AMERICA PRODUCTION COMPANY	Private Leaschold	8/10/2018	TEXAS	NACOGDOCHES	4815	174	N/A



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		Leas	ses						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
1510099008	JERRY LYNN ALEXANDER	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/10/2018	TEXAS	NACOGDOCHES	4815	182	N/A
1510099015	MICHOLAS ALEXANDER DAVIDSON	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/10/2018	TEXAS	NACOGOOCHES	4838	31	N/A
1510099017	GEORGE H DAVIDSON V	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/10/2018	TEXAS	NACOCHOCHES	4838	9	N/A
1510099019	RYAN JAMES HARKEY	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/10/2018	TEXAS	NACOGDOCHES	4868	317	N/A
1510099012	THE HERBERT G & JEAN M HERRINGTON TRUST	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/30/2018	TEXAS	NACOGEXOCHES	4836	202	N/A
1510099016	RICHARD G WILSON	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/30/2018	TEXAS	NACOGDOCHES	4838	7	N/A
1510099013	JENNIFER GRAHAM FAL BO	BP AMERICA PRODUCTION COMPANY	Private Leasehold	8/31/2018	TEXAS	NACOGDOCHES	4836	200	N/A
1510099014	GARNER, LISA GRAHAM	BP AMERICA PRODUCTION COMPANY	Private Leaschold	8/31/2018	TEXAS	NACOGOXX HES	4838	15	N/A
1510664001	EVALYNL WYNNE BAXTER	BP AMERICA PRODUCTION COMPANY	Private Leasehold	9/26/2018	TEXAS	NACOGDOCHES	4868	315	N/A
1510664002	HOWARD G CHILTON JR	BP AMERICA PRODUCTION COMPANY	Private Leasehold	9/26/2018	TEXAS	NACOGDOCHES	4868	313	N/A
1510664003	OWEN, MARGARET C	BP AMERICA PRODUCTION COMPANY	Рпvate Leaschold	9/26/2018	ILXAS	NACOGOOCHES	4868	311	N/A
1510517001	HRM-JJM, I I C ET AL	BP AMERICA PRODUCTION COMPANY	Private Leasehold	11/15/2018	TFXAS	NACOGDOCHES	4854	103	N/A
1510517002	MIDDLEBROOK MINERAL PARTNERSHIP LTD	BP AMERICA PRODUCTION COMPANY	Private Leasehold	11/15/2018	TEXAS	NACOGDOCHES	4868	26	N/A
1504238022	ROBERT LIGHTFOOT, INDIVIDUALLY AND AS LIFE I FNANT, ET AL	BP AMERICA PRODUCTION COMPANY	Private Leasehold	2/20/2019	ΓEXAS	NACOGDOCHES	N/A	N/A	Unknown

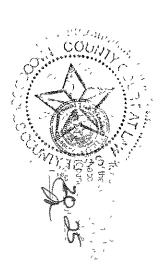


EXHIBIT "A-2"

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	Effec, Date	State	County	Book	Page	Rept./Regis.	
0422485060	FROST-JOHNSON LUMBER COMPANY OF MISSOURI, ET AL	REPUBLIC PRODUCTION COMPANY, ET AL	Maneral Only	1/18/1917	PAXTT	NACOGDOCHES	91	105	N/A	

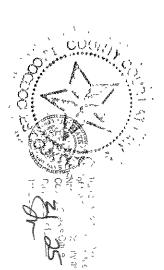


EXHIBIT "B"

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

		Easemen	ts						
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt /Regis
C100464001	BARRON, HOLLIS MAS I	AMOCO PRODUCTION COMPANY	Easement / Right of-Way	8/01/1980	TEXAS	NACOGDOCHES	N/A	N/A	Unknown
C100464002	MIDDLEBROOK GEORGE E III IND & AIF	AMOCO PRODUCTION COMPANY	Fasement / Right- of-Way	8/01/1980	TEXAS	NACOGDOCHES	N/A	N/A	Unknown
1511515000	HAROLD NELSON AND LINDA NELSON	GOODRICH PETROLEUM COMPANY, LLC	Lasement / Right- of-Way	9/27/2010	1EXAS	NACOGDOCHES	N/A	N/A	Unknown
1511620000	RED RIVER NACOGDOCHES I LP FORMERLY TIMBERSTAR NACOGDOCHES I LP, A DELAWARE LIMITED PAR INERSHIP, DULY ALITHORI/I D TO DO BUSINFSS IN THE STATE OF TEXAS	BP AMFRICA PRODUCTION COMPANY	Easement / Right of-Way	4/13/2017	TFXAS	NACOGDOCHES	4635	283	N/A
1511636000	RED RIVER NACOGDOCHES I LP FORMFRLY TIMBERSTAR NACOGDOCHES I LP A DELAWARI I IMITED PARTNERSHIP, DUI Y AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS	BP AMERICA PRODUCTION COMPANY	Easement / Right of Way	4/13/2017	IFXAS	NACOGDOCHES	4635	295	N/A
1511619000	RED RIVER NACOCIDOCHES LEP FORMERLY LIMBERS LAR NACOGIDOCHES LEP, A DELAWARE LIMITED PAR INTERSHIP DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS	BP AMERICA PRODUCTION COMPANY	Easement / Right- of Way	2/26/2018	ZAX-IT	NACOGDOCHES	N/Λ	N/A	Unknown
1511618000	SABINE TIMBER LC	BP AMERICA PRODUCTION COMPANY	Easement / Right of-Way	4/11/2019	IEXAS	NACOGDOCHES	N/A	N/A	Unknowa
1511637000	SABINE TIMBER LLC	BP AMERICA PRODUCTION COMPANY	Fasement / Right- of-Way	7/22/2019	IEXA\$	NACOGDOCHES	N/A	N/A	Unknown
1511721000	SABINE TIMBER LLC	8P AMERICA PRODUCTION COMPANY	Easement / Right of-Way	7/22/2019	TEXAS	NACOGDOCHES	N/A	N/Λ	Unknown
1511763000	RAYMOND L. ROBBINS AND WIFE LINDA M ROBBINS, STACY ROBBINS WAIIS, AND PAUL A ROBBINS	BP AMERICA PRODUCTION COMPANY	Surface Agmt	1/16/2020	ΓŁXAS	NACOGDOCHES	N/A	N/A	Unknowa



#### 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 I 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 Nachogdoches County, Texas

