

ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS

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COUNTY OF TYLER

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This ASSIGNMENT AND BILL OF SALE (this “Assignment”), executed as of the dates set forth in the acknowledgements below, but effective as of March 1, 2022 at 12:01 a.m., central time (“Effective Time”), is from BP AMERICA PRODUCTION COMPANY, a Delaware corporation, with an office at 1700 Platte Street, Denver, Colorado, 80202 (“Assignor”) to BPX OPERATING COMPANY, a Delaware limited liability company, with an office at 1700 Platte Street, Denver, Colorado, 80202 (“Assignee”). The Assignor and Assignee are at times referred to herein individually as a “Party” and collectively as the “Parties”. Capitalized terms used herein but not otherwise defined shall have the meanings given such terms on Exhibit “C”, and capitalized terms used herein or on Exhibit “C”, but not defined herein or therein, shall have the meanings given such terms in the Contribution Agreement by and between Assignor, Assignee, BPX Energy, Inc., a Delaware corporation (“BPX Energy”), and BPX Production Company, a Delaware corporation (“BPX Production”) dated as of May 1, 2022 but effective as of the Effective Time (the “Contribution Agreement”).

FOR Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS, ASSIGNS, SETS OVER and DELIVERS to Assignee all of Assignor’s right, title and interest in and to the following (but reserving unto the Assignor and excluding from the Assets any and all Excluded Assets) (collectively, the “Assets”):

(a) all of the oil and gas leases located in Tyler 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 Tyler 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 Tyler 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 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 E. Robl

Name: Shandy E. Robl

Title: Attorney-in-Fact

STATE OF TEXAS §

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COUNTY OF HARRIS §

On this 11th day of July, 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.

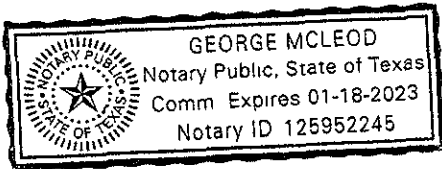
Given under my hand and seal this 11th day of July, 2022.

My Commission expires 1/18/2023

George McLeod
Notary Public, State of Texas

George McLeod
Name (Typed or Printed)

125952245
Notary's Identification Number



ASSIGNEE

BPX OPERATING COMPANY

By: [Signature]
Name: Stephanie Ganaway
Title: Attorney-in-Fact

STATE OF COLORADO §
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COUNTY OF DENVER §

On this 11th day of JULY 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 11th day of JULY, 2022.

My Commission Expires:

[Signature]
Notary Public, State of Colorado

Katharine Hermanspan
Name (Typed or Printed)

20194015762
Notary's Identification Number

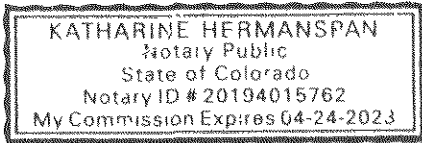


EXHIBIT "A-1"

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	Rcpt./Regis.
1012852000	BP AMERICA PRODUCTION COMPANY	SM ENERGY COMPANY	Granted Mineral Lease	12/01/2013	TEXAS	TYLER	1091	639	14-544
C171711000	BP AMERICA PRODUCTION COMPANY	UNIT PETROLEUM COMPANY	Granted Mineral Lease	3/22/2004	TEXAS	TYLER	775	767	N/A
C193118000	BP AMERICA PRODUCTION COMPANY	DELTA PETROLEUM CORPORATION	Granted Mineral Lease	11/08/2005	TEXAS	TYLER	829	607	N/A
0424529008	HOOKS, L M, JR, ET AL	DISHMAN, GEORGE A, JR	Private Leasehold	10/01/1973	TEXAS	TYLER	316	346	N/A
0424529007	LAPOINT, LOUISE, ET AL	DISHMAN, GEORGE A, JR	Private Leasehold	10/29/1973	TEXAS	TYLER	316	882	N/A
0424529003	BAXTER, OPAL BEAN	DISHMAN, GEORGE A, JR	Private Leasehold	10/30/1973	TEXAS	TYLER	316	919	N/A
0424529004	BEAN, E E	DISHMAN, GEORGE A, JR	Private Leasehold	10/30/1973	TEXAS	TYLER	316	955	N/A
0424529005	BILLS, ANNETTE BEAN	DISHMAN, GEORGE A, JR	Private Leasehold	10/30/1973	TEXAS	TYLER	323	476	74-3052
0424529006	NICHOLS, JESSIE BEAN	DISHMAN, GEORGE A, JR	Private Leasehold	10/30/1973	TEXAS	TYLER	316	953	N/A
0424529002	JORDAN, J M, ET AL	DISHMAN, GEORGE A, JR	Private Leasehold	11/08/1973	TEXAS	TYLER	316	951	N/A
0424529001	SCHROTH, ODELL CHANDLER, ET AL	DISHMAN, GEORGE A, JR	Private Leasehold	11/16/1973	TEXAS	TYLER	138	176	N/A
0424529009	BURTON, VERA V, ET VIR	DISHMAN, GEORGE A, JR	Private Leasehold	3/21/1974	TEXAS	TYLER	323	478	N/A
0424529010	CRAWFORD, SYBIL B	DISHMAN, GEORGE A, JR	Private Leasehold	3/21/1974	TEXAS	TYLER	323	480	74-3054
0424529011	CRUMPLER, JOE B	DISHMAN, GEORGE A, JR	Private Leasehold	3/21/1974	TEXAS	TYLER	323	236	74-2050
0424529012	CRUMPLER, MARVIN O	DISHMAN, GEORGE A, JR	Private Leasehold	3/21/1974	TEXAS	TYLER	323	482	74-3055
0424529013	CRUMPLER, WESLEY G	DISHMAN, GEORGE A, JR	Private Leasehold	3/21/1974	TEXAS	TYLER	323	484	74-3056
0424529014	SEYBOLD, MARY, ET VIR	DISHMAN, GEORGE A, JR	Private Leasehold	3/21/1974	TEXAS	TYLER	323	489	74-3058
0424529015	KEIM, CHARLES J, ET AL	DISHMAN, GEORGE A, JR	Private Leasehold	3/21/1974	TEXAS	TYLER	323	486	74-3057
0424529016	MANN, TOM DICK - COUNTY JUDGE	PRUDENTIAL DRILLING COMPANY	Private Leasehold	3/21/1974	TEXAS	TYLER	322	739	74-1850
1004463000	ATLANTIC REFINING COMPANY	REID PRODUCTION COMPANY	Granted Mineral Lease	7/06/1977	TEXAS	TYLER	366	459	77-5482
VR004962000	ATLANTIC RICHFIELD COMPANY	MURPHY OIL USA INC	Granted Mineral Lease	11/19/1986	TEXAS	TYLER	035	132	86-4310
1011169000	ATLANTIC RICHFIELD COMPANY	MURPHY OIL USA INC	Granted Mineral Lease	11/19/1986	TEXAS	TYLER	35	141	86-4343

Leases									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rept./Regis.
1011170000	ATLANTIC RICHFIELD COMPANY	MURPHY OIL USA INC	Granted Mineral Lease	11/19/1986	TEXAS	TYLER	35	146	86-4314
1011171000	ATLANTIC RICHFIELD COMPANY	MURPHY OIL USA INC	Granted Mineral Lease	11/19/1986	TEXAS	TYLER	35	151	86-4315
AR091295000	ATLANTIC RICHFIELD COMPANY	DAVIS BROS	Term Assignment	7/01/1989	TEXAS	TYLER	N/A	N/A	Unknown
VR002200000	ATLANTIC RICHFIELD COMPANY	PECOS PETROLEUM COMPANY - ORIGINAL LESSEE / THE MCDANIEL COMPANY, INC - CURRENT LESSEE	Granted Mineral Lease	11/01/1990	TEXAS	TYLER	501	110	90-3908
VR002208000	ATLANTIC RICHFIELD COMPANY	ANDERSON PETRO-EQUIP, INC	Granted Mineral Lease	2/10/1991	TEXAS	TYLER	506	845	91-1277
VR002207000	ATLANTIC RICHFIELD COMPANY	ANDERSON PETRO-EQUIP, INC	Granted Mineral Lease	2/11/1991	TEXAS	TYLER	506	842	91-1276
VR002218000	ATLANTIC RICHFIELD COMPANY	ZINN PETROLEUM COMPANY	Granted Mineral Lease	4/09/1992	TEXAS	TYLER	525	462	92-1821
VR002266000	ATLANTIC RICHFIELD COMPANY	COLUMBIA GAS DEVELOPMENT CORPORATION	Granted Mineral Lease	8/27/1993	TEXAS	TYLER	553	463	93-4046
VR001611000	VASTAR RESOURCES, INC	MURPHY EXPLORATION & PRODUCTION COMPANY	Granted Mineral Lease	7/01/1996	TEXAS	TYLER	606	444	96-3314
VR002009000	VASTAR RESOURCES, INC	CHESAPEAKE OPERATING, INC	Granted Mineral Lease	4/28/1997	TEXAS	TYLER	617	648	97-1995
VR002613000	VASTAR RESOURCES, INC	SOUTHERN RESOURCE COMPANY	Granted Mineral Lease	1/26/1998	TEXAS	TYLER	631	39	98-686
VR005510000	VASTAR RESOURCES, INC	SKYLINE ENERGY LLC	Granted Mineral Lease	4/14/2000	TEXAS	TYLER	676	97	00-1753
VR005735000	VASTAR RESOURCES, INC	SKYLINE ENERGY LLC	Granted Mineral Lease	9/14/2000	TEXAS	TYLER	691	126	01-782
C174750000	BP AMERICA PRODUCTION COMPANY	W DALE MORRIS, INC	Granted Mineral Lease	10/01/2002	TEXAS	TYLER	N/A	N/A	Unknown
C174781000	BP AMERICA PRODUCTION COMPANY	PRINGLE RESOURCES INC	Granted Mineral Lease	5/13/2003	TEXAS	TYLER	745	216	03-2412
C171696000	BP AMERICA PRODUCTION COMPANY	VASTAR RESOURCES, INC	Granted Mineral Lease	11/11/2003	TEXAS	TYLER	765	882	04-606
C171710000	BP AMERICA PRODUCTION COMPANY	UNIT PETROLEUM CORPORATION	Granted Mineral Lease	1/07/2004	TEXAS	TYLER	768	158	04-1156
C171717000	BP AMERICA PRODUCTION COMPANY	ANADARKO E AND P COMPANY LP	Granted Mineral Lease	2/03/2004	TEXAS	TYLER	775	365	N/A
C183368000	BP AMERICA PRODUCTION COMPANY	S S G PRODUCTION INC	Granted Mineral Lease	4/20/2004	TEXAS	TYLER	775	656	04-2951

Leases									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
C183387000	BP AMERICA PRODUCTION COMPANY	ANADARKO E AND P COMPANY LP	Granted Mineral Lease	6/23/2004	TEXAS	TYLER	782	237	N/A
C185251000	BP AMERICA PRODUCTION COMPANY	MORRIS, W DALE, INC	Granted Mineral Lease	3/18/2005	TEXAS	TYLER	803	420	05-1908
C185262000	BP AMERICA PRODUCTION COMPANY	WOMACK, DICK, LLC	Granted Mineral Lease	4/11/2005	TEXAS	TYLER	809	51	05-3309
C185927000	BP AMERICA PRODUCTION COMPANY	ANADARKO E AND P COMPANY LP	Granted Mineral Lease	9/01/2005	TEXAS	TYLER	824	782	N/A
C185928000	BP AMERICA PRODUCTION COMPANY	ANADARKO E AND P COMPANY LP	Granted Mineral Lease	9/02/2005	TEXAS	TYLER	824	779	N/A
C193619000	BP AMERICA PRODUCTION COMPANY	UNIT PETROLEUM CORPORATION	Granted Mineral Lease	7/20/2006	TEXAS	TYLER	848	399	06-4984
C193626000	BP AMERICA PRODUCTION COMPANY	UNIT PETROLEUM COMPANY	Granted Mineral Lease	8/08/2006	TEXAS	TYLER	853	220	06-6064
C194563000	BP AMERICA PRODUCTION COMPANY	UNIT PETROLEUM COMPANY	Granted Mineral Lease	3/08/2007	TEXAS	TYLER	875	72	07-2221
C194565000	BP AMERICA PRODUCTION COMPANY	UNIT PETROLEUM COMPANY	Granted Mineral Lease	4/16/2007	TEXAS	TYLER	879	940	07-3384
C301538000	BP AMERICA PRODUCTION COMPANY	TEMPEST ENERGY RESOURCES LP	Granted Mineral Lease	4/19/2009	TEXAS	TYLER	973	515	09-6088
C301521000	BP AMERICA PRODUCTION COMPANY	DAVIS HOLDINGS, L P	Granted Mineral Lease	5/21/2009	TEXAS	TYLER	962	76	09-3685
C301523000	BP AMERICA PRODUCTION COMPANY	DAVIS HOLDINGS, L P	Granted Mineral Lease	5/31/2009	TEXAS	TYLER	962	73	09-3684
C301563000	BP AMERICA PRODUCTION COMPANY	KRESCENT ENERGY PARTNERS II LP	Granted Mineral Lease	12/08/2009	TEXAS	TYLER	978	12	09-7023
C301583000	BP AMERICA PRODUCTION COMPANY	DAVIS HOLDINGS, L P	Granted Mineral Lease	2/04/2010	TEXAS	TYLER	983	922	10-964
C301588000	BP AMERICA PRODUCTION COMPANY	DAVIS HOLDINGS, L P	Granted Mineral Lease	3/01/2010	TEXAS	TYLER	990	241	10-2248
C304604000	BP AMERICA PRODUCTION COMPANY	UNIT PETROLEUM COMPANY	Granted Mineral Lease	6/21/2010	TEXAS	TYLER	995	613	10-3420
1001573000	BP AMERICA PRODUCTION COMPANY	DAVIS HOLDINGS, LP	Granted Mineral Lease	3/15/2011	TEXAS	TYLER	1019	126	11-1699
1001613000	BP AMERICA PRODUCTION COMPANY	UNIT PETROLEUM COMPANY (TORPEDO PROSPECT)	Granted Mineral Lease	3/21/2011	TEXAS	TYLER	1017	866	11-1412
1001719000	BP AMERICA PRODUCTION COMPANY	DAVIS HOLDINGS, LP (DAVIS PRIME BEEF TRACT 3)	Granted Mineral Lease	3/29/2011	TEXAS	TYLER	1019	752	11-1838

Leases

Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
1001722000	BP AMERICA PRODUCTION COMPANY	DAVIS HOLDINGS, LP (DAVIS PRIME BEEF TRACTS 4, 7)	Granted Mineral Lease	3/29/2011	TEXAS	TYLER	1019	756	11-1839
1011299000	BP AMERICA PRODUCTION COMPANY	BORDER TO BORDER EXPLORATION LLC	Granted Mineral Lease	3/20/2013	TEXAS	TYLER	1071	957	13-1891
1011623000	BP AMERICA PRODUCTION COMPANY	FIVE-J A B, INC	Granted Mineral Lease	4/24/2013	TEXAS	TYLER	1071	921	13-1885
1012935000	BP AMERICA PRODUCTION COMPANY	FORT APACHE ENERGY, INC	Granted Mineral Lease	3/01/2014	TEXAS	TYLER	1097	622	14-1669
1013605000	BP AMERICA PRODUCTION COMPANY	SANDALWOOD OIL & GAS, LP	Granted Mineral Lease	3/01/2014	TEXAS	TYLER	1093	308	14-911
1013119000	BP AMERICA PRODUCTION COMPANY	DAVIS HOLDINGS, LP	Granted Mineral Lease	5/01/2014	TEXAS	TYLER	1098	761	14-1912
1015330000	BP AMERICA PRODUCTION COMPANY	BORDER TO BORDER EXPLORATION, LLC	Granted Mineral Lease	12/01/2014	TEXAS	TYLER	1116	584	15-454
1500023000	BP AMERICA PRODUCTION COMPANY	FORT APACHE ENERGY, INC	Granted Mineral Lease	6/01/2016	TEXAS	TYLER	N/A	N/A	Unknown
1500024000	BP AMERICA PRODUCTION COMPANY	FORT APACHE ENERGY, INC	Granted Mineral Lease	6/01/2016	TEXAS	TYLER	N/A	N/A	Unknown
1500025000	BP AMERICA PRODUCTION COMPANY	FORT APACHE ENERGY, INC	Granted Mineral Lease	6/29/2016	TEXAS	TYLER	N/A	N/A	Unknown
1502426000	BP AMERICA PRODUCTION COMPANY	MD PETROLEUM INC	Granted Mineral Lease	1/03/2017	TEXAS	TYLER	1162	246	17-210
1503555000	BP AMERICA PRODUCTION COMPANY	RIVERFRONT EXPLORATION, LLC	Granted Mineral Lease	9/15/2017	TEXAS	TYLER	1178	198	17-2812
1505989000	BP AMERICA PRODUCTION COMPANY	UNIT PETROLEUM COMPANY	Granted Mineral Lease	3/01/2018	TEXAS	TYLER	1188	357	18-1103
1505990000	BP AMERICA PRODUCTION COMPANY	UNIT PETROLEUM COMPANY	Granted Mineral Lease	3/01/2018	TEXAS	TYLER	1188	352	18-1102
1506021000	BP AMERICA PRODUCTION COMPANY	UNIT PETROLEUM COMPANY	Granted Mineral Lease	3/01/2018	TEXAS	TYLER	1188	347	18-1101
1511201000	BP AMERICA PRODUCTION COMPANY	UNIT PETROLEUM COMPANY	Granted Mineral Lease	4/01/2019	TEXAS	TYLER	1216	262	19-1304
1511735000	BP AMERICA PRODUCTION COMPANY	MATAGORDA PRODUCTION PARTNERS	Granted Mineral Lease	7/24/2020	TEXAS	TYLER	1262	528	21-1095
1511751000	BP AMERICA PRODUCTION COMPANY	SHOTGUN CREEK INVESTMENTS LLC	Granted Mineral Lease	8/15/2020	TEXAS	TYLER	1248	994	20-2826
1511759000	BP AMERICA PRODUCTION COMPANY	MD PETROLEUM INC	Granted Mineral Lease	1/07/2021	TEXAS	TYLER	1257	811	21-358

Leases									
Agmt No.	Grantor / Lessor	Grantee / Lessee	Agmt Type	Effec. Date	State	County	Book	Page	Rcpt./Regis.
1511802000	BP AMERICA PRODUCTION COMPANY	PALISADES ENERGY LLC	Granted Mineral Lease	5/25/2021	TEXAS	TYLER	1268	527	212023

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.
0424347060	HOUSTON OIL COMPANY OF TEXAS	THE ATLANTIC REFINING COMPANY	Mineral Only	6/06/1956	TEXAS	TYLER	156	460	N/A
1010765000	LONG-BELL PETROLEUM COMPANY INC	HOUSTON OIL COMPANY ET AL	Mineral Only	8/10/1937	TEXAS	TYLER	85	107	N/A
0907775000	SHIELD, FRED W	SALTMOUNT OIL COMPANY	Mineral Only	11/07/1939	TEXAS	TYLER	90	587	N/A
0424358060	SMITH, EMSON, ET UX	REPUBLIC PRODUCTION COMPANY	Mineral Only	3/21/1941	TEXAS	TYLER	94	130	N/A
0901390001	MABRY, T S	STANOLIND OIL AND GAS COMPANY	Mineral Only	10/24/1941	TEXAS	TYLER	104	24	N/A
0424349060	HOUSTON OIL COMPANY ET AL	REPUBLICS PRODUCTION COMPANY	Mineral Only	12/23/1941	TEXAS	TYLER	156	460	N/A
0424331000	SILER, ROY B	THE ATLANTIC REFINING COMPANY	Mineral Only	9/26/1946	TEXAS	TYLER	114	634	N/A
0424334000	SILER, ROY B	THE ATLANTIC REFINING COMPANY	Mineral Only	9/26/1946	TEXAS	TYLER	114	624	N/A
0424335000	SILER, ROY B	THE ATLANTIC REFINING COMPANY	Mineral Only	9/26/1946	TEXAS	TYLER	114	625	N/A
0424336000	SILER, ROY B	THE ATLANTIC REFINING COMPANY	Mineral Only	9/26/1946	TEXAS	TYLER	114	626	N/A
0424337000	SILER, ROY B	THE ATLANTIC REFINING COMPANY	Mineral Only	9/26/1946	TEXAS	TYLER	114	633	N/A
0424338000	SILER, ROY B	THE ATLANTIC REFINING COMPANY	Mineral Only	1/16/1947	TEXAS	TYLER	115	331	N/A
0424332001	SILER, ROY B	THE ATLANTIC REFINING COMPANY	Mineral Only	3/10/1947	TEXAS	TYLER	116	90	N/A
0424332002	SILER, ROY B	THE ATLANTIC REFINING COMPANY	Mineral Only	3/10/1947	TEXAS	TYLER	117	284	N/A
0424351060	HOUSTON OIL COMPANY OF TEXAS	THE ATLANTIC REFINING COMPANY	Mineral Only	6/06/1956	TEXAS	TYLER	157	218	N/A
0424530001	KELLEY, GLADYS	ATLANTIC RICHFIELD COMPANY	Mineral Only	3/26/1984	TEXAS	TYLER	26	474	84-1399
0424512060	ATLANTIC RICHFIELD COMPANY	NORTHWIND EXPLORATION	Mineral Only	12/09/1989	TEXAS	TYLER	N/A	N/A	Unknown

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.
AR021721000	SINCLAIR OIL & GAS COMPANY	PAN AMERICAN PETROLEUM AND ROBERT MOSBACHER	Easement / Right- of-Way	11/15/1960	TEXAS	TYLER	N/A	N/A	Unknown
AR027978000	ATLANTIC REFINING COMPANY	GULF STATES UTILITIES CO AND SOUTHWESTERN BELL TELEPHONE CO	Easement / Right- of-Way	11/22/1965	TEXAS	TYLER	N/A	N/A	Unknown

Exhibit C

Defined Terms

“Assumed Obligations” means, less and except for the Retained Liabilities, all Liabilities to the extent attributable to the Assets or to the ownership, use, operation, maintenance or disposition thereof, whenever arising, including without limitation: (a) any and all Taxes that are the responsibility of the Assignee hereunder; (b) all Liabilities arising under or related to any Environmental Law; (c) all Third Party claims, demands, violations, actions, assessments, penalties, fines, costs, expenses, obligations or other Liabilities with respect to the ownership, operation or maintenance of any of the Oil and Gas Properties; and (d) all Liabilities arising out of, incident to or in connection with the accounting for, failure to pay or the incorrect payment to any royalty owner, overriding royalty owner, working interest owner or other interest holder under the Lands and/or units comprising a part of the Oil and Gas Properties.

“Closing” means when the consummation of the transactions contemplated in the Contribution Agreement occurs.

“Closing Date” means the day when Closing occurs.

“Consent” means any consent, approval, notice or authorization that is required to be obtained, made or complied with for or in connection with the contribution, conveyance, assignment or transfer of any Asset, or any interest therein by the Assignor as contemplated by the Contribution Agreement or this Assignment.

“Contract” means any contract, agreement, indenture, note, bond, mortgage, deed of trust, loan, instrument, lease, license, security agreement, pooling agreement, unit agreement, operating agreement, commitment or other arrangement, understanding, undertaking, commitment or obligation, whether written or oral; provided that, Leases are not Contracts.

“Environmental Laws” means, as the same have been amended to the Closing Date, CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq.; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j, in effect as of the Closing Date, and all similar Laws in effect as of the Closing Date of any Governmental Authority having jurisdiction over the property in question addressing (a) pollution or pollution control; (b) protection of human health, natural resources, the environment or biological resources or (c) the disposal or Release or threat of Release of Hazardous Substances.

“Excluded Assets” means all right, title and interest in the minerals only set forth on Schedule 1.1.

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

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

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

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

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

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

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

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

Schedule 1.1

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

Excluded Assets

No Assets Excluded In Tyler County, Texas

FILED FOR RECORD
AT 4:00 O'CLOCK P M
ON THE 18 DAY OF July
A.D., 2022
Vol. 1307 Page 354
In the Official Public Records



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.

STATE OF TEXAS)
COUNTY OF TYLER) OFFICIAL PUBLIC RECORD

I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Tyler County, Texas, as stamped hereon by me.

Donece Gregory
COUNTY CLERK, TYLER COUNTY, TEXAS

BY Dean Lewis
DEPUTY

Donece Gregory
COUNTY CLERK
TYLER COUNTY, TEXAS