ASSIGNMENT AND BILL OF SALE

STATE OF COLORADO §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF LA PLATA §

This ASSIGNMENT AND BILL OF SALE (this "**Assignment**"), executed as of the dates set forth in the acknowledgements below, but effective as of April 1, 2019 at 12:01 a.m., local time where the Properties (as defined below) are located (the "**Effective Time**"), is from **BP AMERICA PRODUCTION COMPANY**, a Delaware corporation, with an address at 501 Westlake Park Boulevard, Houston, Texas 77079 ("**Assignor**"), to **SIMCOE LLC**, a Delaware limited liability company, with an address at Three Allen Center, 333 Clay Street, Suite 3900, Houston, TX 77002 ("**Assignee**"). 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 herein 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 Purchase and Sale Agreement (the "**Purchase and Sale Agreement**") by and between Assignor and Assignee, dated as of November 25, 2019 (the "**Signing Date**").

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 (real, personal, mixed, contractual or otherwise) in, to and under, or derived primarily from, the following:

(a) all oil and gas leases and oil, gas and mineral leases described on Exhibit "A-1" or located within or burdening any tract described on Exhibit "A-1", including any ratifications, extensions and amendments thereof (collectively, the "**Leases**"), and any and all oil, gas, water, carbon dioxide, disposal wells, injection wells or other wells (whether producing or non-producing, including plugged and abandoned wells and non-producing wells which have not been plugged and abandoned) located in whole or in part on the lands subject to the Leases or on pooled, communitized or unitized acreage that includes all or any part of the Leases, including the Hydrocarbon wells described on Exhibit "A-2" attached hereto (the "**Wells**"), and including the Disposal Wells described on Exhibit "A-5", together with all Hydrocarbon leasehold interests, royalty interests, overriding royalty interests, sliding scale royalty interests, production payments, reversionary interests, options, carried working interests, convertible interests and net profits interests and any other interests of a similar nature that are solely attributable to or otherwise relate to the Leases, together with all rights that arise by operation of Law or otherwise in all properties and lands unitized, communitized or pooled with the Leases (collectively, the "**Mineral Properties**");

(b) all unitization, communitization and pooling declarations, orders and similar agreements (including all units formed by voluntary agreement and those formed under the rules, regulations, orders or other official acts of any tribal or governmental entity or authority having jurisdiction) to the extent they relate to any of the Leases (collectively, the "**Units**");

(c) to the extent transferable in accordance with and subject to the terms of Section 3.3. of the Purchase and Sale Agreement, the Easements located within the Designated Area or that are used or held for use primarily in connection with the Mineral Properties or the Real Property, including those properties more particularly described on Exhibit "A-3" (collectively, "**Surface Agreements**");

(d) to the extent assignable in accordance with and subject to the terms of Section 3.3. of the Purchase and Sale Agreement, all Hydrocarbon sales and/or purchase Contracts, helium or other inert gas sales and/or purchase Contracts, processing Contracts, gathering Contracts, transportation Contracts, farm-in and farm-out Contracts, areas of mutual interest, operating Contracts, balancing Contracts, irrigation gas Contracts, and other Contracts, agreements and instruments (excluding Third Party Licenses) to the extent they relate primarily to any of the Mineral Properties or the Units or the production of Hydrocarbons attributable thereto or to the Real Property, excluding the Affiliate Contracts (individually and collectively, "**Applicable Contracts**");

(e) all tangible personal property, improvements, fixtures and other appurtenances (whether or not currently in use), including wells (whether producing, shut-in, injection, disposal, water supply, temporarily abandoned, plugged and abandoned or otherwise), pipelines, gathering lines, tanks, machinery, equipment (including compression, processing, injection and measurement equipment), gas processing units, treaters, dehydration units, residue return lines, power lines and related equipment, truck loading facilities, rail loading facilities, regulators, meters, measurement telemetry, fixtures, appliances, pipes, valves, fittings, parts, inventory and material of any nature or kind whatsoever, any and all other facilities, buildings and appurtenances, in each case of the foregoing, situated upon or primarily held for use by Assignor or the Partnership, or the Third Party operator of the Property, as applicable, in connection with the ownership, operation, maintenance or repair of the Mineral Properties, the Units, the Real Property or the surface of any property subject to a Surface Agreement to the extent all such property and rights are assignable without any out of pocket cost to Assignor (or the Partnership) or to the extent that, following Assignor's request that Assignee pay any such out-of-pocket costs, Assignee pays such costs, and subject to the receipt of necessary consents and approvals (individually and collectively, "**Personal Property**");

(f) all partnership interests (tax, state law or otherwise) affecting any Properties;

(g) to the extent transferable in accordance with and subject to the terms of Section 3.3. of the Purchase and Sale Agreement and subject to applicable Laws, the Contracts of Assignor's Affiliates listed on Exhibit "A-4" (individually and collectively, "**Affiliate Contracts**");

(h) the Transferable Permits;

(i) subject to the receipt of necessary consents and approvals in accordance with the terms of Section 13.2 of the Purchase and Sale Agreement, radio licenses held solely for use in connection with the Properties;

(j) all Hydrocarbons in and under and which may be produced and saved from or attributable solely to the Mineral Properties from and after the Effective Time, and all rents, issues, profits, proceeds, products, revenues and other income from or attributable thereto, and all liens and security interests in favor of Assignor under any Laws or under any Contracts with respect to the sale of such Hydrocarbons;

(k) all Line Fill and all Inventory, in each case from or attributable to the Mineral Properties, to which Assignor (directly, or indirectly through its Partnership Interest, as applicable) has an interest or rights therein and which is contained in any tanks, plants, storage facilities, gathering systems or pipelines upstream of the relevant sales meter as of the Effective Time;

(l) all plant products and residue gas to which Assignor (directly, or indirectly through its Partnership Interest, as applicable) has an interest or rights therein under the terms of any Applicable Contract and which is contained in any Property as of the Effective Time;

(m) all Imbalances;

(n) all Suspense Funds;

(o) to the extent assignable, all claims, causes of action, rights to indemnities and contribution (except with respect to the Seller Retained Liabilities) and releases from Third Parties, and audit rights relating solely to the Properties, in each case, attributable to a Buyer Assumed Obligation (provided that, notwithstanding the two-year time limitations in Section 6.2 of the Purchase and Sale Agreement, no audit rights with respect to costs and expenses for which Assignor is responsible under such Section are included in the Properties);

(p) all intangibles, including operating revenues and accounts receivable relating to the period after the Effective Time, in each case associated solely with the Properties or the production of Hydrocarbons attributable solely to the Properties;

(q) all vehicles and other rolling stock situated upon or primarily held for use by Assignor or the Partnership, or the Third Party operator of the Property, as applicable, in connection with the ownership, operation, maintenance or repair of the Mineral Properties, the Units,

Confidential

be bound by and assume, fulfill, timely perform, pay and discharge all of the obligations arising thereunder.

5. Governing Law; Consent to Jurisdiction.

(a) **EXCEPT TO THE EXTENT THE LAWS OF ANOTHER JURISDICTION WILL, UNDER APPLICABLE CONFLICT OF LAW PRINCIPLES, GOVERN TRANSFERS OF ASSETS LOCATED IN SUCH OTHER JURISDICTION, THIS ASSIGNMENT AND ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OR THE FORMATION, VALIDITY, ALLEGED BREACH OR TERMINATION HEREOF, OR IN ANY WAY RELATING TO THE SUBJECT MATTER OF THIS ASSIGNMENT OR THE RELATIONSHIP BETWEEN THE PARTIES CREATED BY THIS ASSIGNMENT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AND THE APPLICABLE STATUTE OF LIMITATIONS WITH RESPECT TO ALL SUCH MATTERS, SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS.**

(b) **SUBJECT TO SECTION 4.3(E), SECTION 5.2(D), SECTION 6.6 AND SECTION 7.2(D) OF THE PURCHASE AND SALE AGREEMENT, THE PARTIES (AND ANY MEMBERS OF BUYER GROUP OR SELLER GROUP, TO THE EXTENT EXPRESSLY GIVEN AND DESIRING TO EXERCISE RIGHTS HEREUNDER) HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL COURTS LOCATED IN HARRIS COUNTY, TEXAS (OR (I) SOLELY TO THE EXTENT FEDERAL JURISDICTION IS NOT AVAILABLE OR (II) IF A FEDERAL COURT DETERMINES THAT ANY DISPUTE OR PROCEEDING SHALL BE REMANDED TO STATE COURT, THEN IN EACH SUCH CASE, WITH RESPECT TO THE MATTERS SPECIFIED IN CLAUSES (I) AND (II) ABOVE, THE STATE COURTS LOCATED IN HARRIS COUNTY, TEXAS), IN CONNECTION WITH ANY DISPUTE OR PROCEEDING ARISING UNDER OR RELATING TO THIS ASSIGNMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, THAT IS PERMITTED TO BE COMMENCED IN COURT, AND EACH PARTY IRREVOCABLY AGREES THAT ALL LOSSES IN RESPECT OF SUCH DISPUTE OR PROCEEDING THAT IS PERMITTED TO BE COMMENCED IN COURT SHALL BE HEARD AND DETERMINED EXCLUSIVELY IN SUCH COURTS. THE PARTIES (AND ANY MEMBERS OF BUYER GROUP OR SELLER GROUP, TO THE EXTENT EXPRESSLY GIVEN AND DESIRING TO EXERCISE RIGHTS HEREUNDER) HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY DISPUTE OR PROCEEDING ARISING UNDER OR RELATING TO THIS ASSIGNMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, BROUGHT IN SUCH COURTS OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE. EACH PARTY AGREES THAT A JUDGMENT IN ANY SUCH DISPUTE OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.**

(c) **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY (AND ANY MEMBERS OF BUYER GROUP OR SELLER GROUP, TO THE EXTENT EXPRESSLY GIVEN AND DESIRING TO EXERCISE RIGHTS HEREUNDER) HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT IN CONNECTION WITH THIS ASSIGNMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. THE PARTIES (AND ANY SUCH MEMBER OF BUYER GROUP OR SELLER GROUP) EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES (AND ANY SUCH MEMBER OF BUYER GROUP OR SELLER GROUP) FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION 5(C) AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS ASSIGNMENT OR ANY PROVISION HEREOF.**

(d) **EACH PARTY REPRESENTS, COVENANTS AND WARRANTS THAT IT IS SUBJECT TO SERVICE OF PROCESS IN THE STATE OF TEXAS. IF, FOR ANY REASON, A PARTY SHOULD NOT BE SO SUBJECT, IT HEREBY DESIGNATES AND APPOINTS, WITHOUT POWER OF REVOCATION, THE SECRETARY OF STATE OF THE STATE OF TEXAS AS SUCH PARTY'S AGENT UPON WHOM MAY BE SERVED ALL PROCESS, PLEADINGS, NOTICES OR OTHER PAPERS WHICH MAY BE SERVED UPON SUCH PARTY AS A RESULT OF ANY OF ITS OBLIGATIONS UNDER THIS ASSIGNMENT.**

6. 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 Properties or any part thereof.

7. Subject to Purchase and Sale Agreement. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in the Purchase and Sale Agreement, a copy of which can be obtained from Assignee at the above referenced address. The terms, covenants and conditions of the Purchase and Sale Agreement are incorporated herein by reference, and if there is a conflict between the provisions of the Purchase and Sale Agreement and this Assignment, the provisions of the Purchase and Sale Agreement shall control. Assignor and Assignee intend, to the extent provided for in the Purchase and Sale Agreement, that the terms of the Purchase and Sale Agreement remain separate and distinct from, do not merge into the terms of and survive the delivery of this Assignment.

8. Further Assurances. From and after Closing, at the request of Assignor but without further consideration, Assignee shall execute and deliver or use Commercially Reasonable Efforts to cause to be executed and delivered such other instruments of conveyance and take such other actions as Assignor reasonably may request to more effectively put Assignor, the Partnership or the Tribe, as applicable, in possession of any property (whether such property was transferred to Assignee at Closing by Assignor or the Partnership) that was not intended to be (a) a Property or (b) conveyed or was conveyed in error by the Parties (including assignment from Assignee to Assignor, the Partnership or the Tribe, as applicable, of any such Property that was conveyed in violation of valid preferential purchase rights or consents to assignment), or to more effectively implement Assignee's assumption of obligations under Section 12.3 of the Purchase and Sale Agreement. From and after Closing, at the request of Assignee but without further consideration, Assignor shall execute and deliver or use Commercially Reasonable Efforts to cause to be executed and delivered such other instruments of conveyance and take such other actions as Assignee reasonably may request to more effectively put Assignee in possession of any Properties conveyed or to be or to have been conveyed to Assignee in accordance with the terms of this Assignment.

9. No Multiple Conveyances. Assignor and Assignee acknowledge and agree that certain Assignments are being and will be executed by Assignor and Assignee to effect the conveyance of the Properties, and one or more of such Assignments will be recorded in counties where the Properties are located, and that such Assignments shall not constitute multiple conveyances of any of the Properties. Further, Assignor and Assignee acknowledge and agree that they may be required to execute separate deeds and assignments covering certain of the Properties conveyed hereby on forms approved by Governmental Authorities or other Persons to effect the conveyances of such Properties. Any such separate deed or assignment (a) shall evidence this Assignment and conveyance of the applicable Properties herein made and shall not constitute any additional conveyance of any of the Properties, (b) is not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment or the Purchase and Sale Agreement and is not intended to create, and shall not create, any additional representations, warranties or covenants of or by Assignor or Assignee, and (c) shall be deemed to contain all of the terms and provisions of this Assignment as fully and to all intents and purposes as though the same were set forth at length in such separate deed or assignment.

10. 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 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.

11. Certain Interpretive Provisions. In this Assignment, unless the context otherwise requires: (a) the singular number includes the plural number and vice versa; (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Assignment, and reference to a Person in a particular capacity excludes such Person in any other capacity; (c) reference to any gender includes each other gender; (d) reference to any agreement (including this Assignment), document or instrument means such agreement, document or instrument as amended or modified (including any waiver or consent) and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof;

(e) reference to any Article, Section, Schedule or Exhibit means such Article, Section, Schedule or Exhibit of or to this Assignment, and references in any Article, Section, Schedule, Exhibit or definition to any clause means such clause of such Article, Section, Schedule, Exhibit or definition; (f) any accounting term used and not otherwise defined in this Assignment has the meaning assigned to such term in accordance with IFRS, as applied by Assignor; (g) the words "this Assignment," "herein," "hereby," "hereunder," "hereof," "hereto" and words of similar import are references to this Assignment as a whole and not to any particular Section or other provision hereof or thereof, unless expressly so limited; (h) the word "including" and its derivatives means "including, but is not limited to," and corresponding derivative expressions; (i) relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding" and "through" means "through and including;" (j) whenever the Parties have agreed that any approval or consent shall not be unreasonably withheld, such phrase includes the Parties' agreement that the approval or consent shall not be unreasonably delayed or conditioned; (k) no consideration shall be given to the captions of the articles, sections, subsections, or clauses, which are inserted for convenience in locating the provisions of this Assignment and not as an aid in its construction; (l) no consideration shall be given to the fact or presumption that one Party had a greater or lesser hand in drafting this Assignment; every covenant, term and provision of this Assignment shall be construed simply according to its fair meaning and not strictly for or against any Party (notwithstanding any rule of law requiring an agreement to be strictly construed against the drafting party), it being understood that the Parties to this Assignment are sophisticated and have had adequate opportunity and means to retain counsel to represent their interests and to otherwise negotiate the provisions of this Assignment; (m) examples shall not be construed to limit, expressly or by implication, the matter they illustrate; (n) a defined term has its defined meaning throughout this Assignment, and each Exhibit and Schedule to this Assignment, regardless of whether it appears before or after the place where it is defined; (o) all references to prices, values or monetary amounts refer to United States Dollars, unless expressly provided otherwise; (p) each Exhibit and Schedule to this Assignment is a part of this Assignment, but if there is any conflict or inconsistency between the main body of this Assignment and any Exhibit or Schedule, the provisions of the main body of this Assignment shall prevail; and (q) reference to any federal, state, tribal, local or foreign Law shall be deemed to refer to such Law as amended and in effect from time to time and to also refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

12. 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.

13. Acknowledgement of Parties; Conspicuousness. **EACH PARTY SPECIFICALLY ACKNOWLEDGES AND AGREES (A) THAT IT HAS A DUTY TO READ THIS ASSIGNMENT AND THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS HEREOF, (B) THAT IT HAS IN FACT READ THIS ASSIGNMENT AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS ASSIGNMENT, AND (C) THAT ALL OF THE TERMS AND CONDITIONS OF THIS ASSIGNMENT HAVE BEEN BARGAINED FOR. EACH PARTY FURTHER AGREES THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY SUCH PROVISIONS OF THIS ASSIGNMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISIONS OR THAT SUCH PROVISIONS ARE NOT "CONSPICUOUS." THE PARTIES EXPRESSLY HEREBY ACKNOWLEDGE AND AGREE THAT THE PROVISIONS CONTAINED IN THIS ASSIGNMENT THAT ARE SET OUT IN "BOLD" TYPE OR IN "SMALL CAPS" OR IN "ALL CAPS" SATISFY THE REQUIREMENT OF THE "EXPRESS NEGLIGENCE RULE" AND ANY OTHER REQUIREMENT AT LAW OR IN EQUITY THAT PROVISIONS CONTAINED IN A CONTRACT BE CONSPICUOUSLY MARKED OR HIGHLIGHTED.**

Confidential

14. 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*]

IN WITNESS WHEREOF, this Assignment has been executed by each of the Parties as of the dates of the acknowledgments below, but shall be effective for all purposes as of the Effective Time.

ASSIGNOR:

BP AMERICA PRODUCTION COMPANY

By: Mohit Singh
Name: Mohit Singh
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§ SS.
COUNTY OF HARRIS §

Before me the undersigned, a Notary Public, in and for said County and State, on this 28 day of February, 2020, personally appeared Mohit Singh, Vice President of BP America Production Company, a Delaware corporation, on behalf of said corporation.

Given under my hand and seal the day and year last above written.

4/17/23
My Commission Expires

Donna Teal
Notary Public

ASSIGNEE:

SIMCOE LLC

By: _____
Name: Constantin von Wasserschleben
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
§ SS.
COUNTY OF HARRIS §

Before me the undersigned, a Notary Public, in and for said County and State, on this 25th day of February, 2020, personally appeared Constantin von Wasserschleben, President of SIMCOE LLC, a Delaware limited liability company, on behalf of said limited liability company.

Given under my hand and seal the day and year last above written.

_____
My Commission Expires

_____
Notary Public

VALERIE REEVES
Notary Public, State of Texas
Comm. Expires 05-31-2020
Notary ID 4195613

EXHIBIT A-1

LEASES

[See attached]