

Five Stones Energy, L.L.C.

December 26, 2024

VIA EMAIL

Bureau of Ocean Energy Management
Attention: Adjudication Section (MS WS 231A)
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394

ATTN: Adjudication Unit

**RE: Assignment and Bill of Sale
By and between BP Exploration & Production Inc. and BP America Production
Company, each an Assignor, and
Five Stones Energy, L.L.C., as Assignee
Non-Required Document**

Ladies and Gentlemen:

Enclosed please find one (1) copy of the following document:

Title of Document: Assignment and Bill of Sale

Identities of Parties to the Document: By and between BP Exploration & Production Inc. and BP America Production Company, each an Assignor, and Five Stones Energy, L.L.C., as Assignee

Lease Affected:

OCS-G 24102, Block 727, Mississippi Canyon
OCS-G 24107, Block 771, Mississippi Canyon
OCS-G 26771, Block 874, Keathley Canyon
OCS-G 21444, Block 875, Keathley Canyon
OCS-G 13943, Block 110, Grand Isle
OCS-G 18069, Block 111, Grand Isle
OCS-G 13944, Block 116, Grand Isle
OCS-G 21176, Block 563, Mississippi Canyon
OCS-G 18192, Block 110, Mississippi Canyon
OCS-G 03194, Block 059, Main Pass

Category to be Filed: 5 = Overriding Royalty, Production Payment, Net Profit

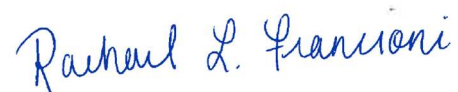
Service Fees: pay.gov receipt in payment of the fee incurred by this request is attached

Once this document has been filed in each of the lease records as requested, I would appreciate your stamping and returning one (1) copy to my attention via email: rachael.francioni@llog.com. In the meantime, please do not hesitate to contact me should you have any questions or need any additional information at (985) 801-4794.

Bureau of Ocean Energy Management
December 26, 2024
Page 2

Sincerely,

Five Stones Energy, L.L.C.



Rachael L. Francioni
Land Specialist

Attachments

Plaquemines Parish Recording Page

Kim Turlich-Vaughan
Clerk of Court
PO Box 40
Belle Chasse, LA 70037
(504) 934-6610

Received From :

LLOG EXPLORATION CO LLC
1001 OCHSNER BLVD STE 100
COVINGTON, LA 70433

First VENDOR

BP EXPLORATION & PRODUCTION INC

First VENDEE

FIVE STONES ENERGY LLC

Index Type : CONVEYANCE

File Number : 2024-00004655

Type of Document : ASSIGNMENT

Book : 1484

Page : 375

Recording Pages : 11

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Plaquemines Parish, Louisiana.

This instrument was eRecorded.

On (Recorded Date) : 12/20/2024

At (Recorded Time) : 4:12:40PM

CLERK OF COURT
KIM TURLICH-VAUGHAN
Parish of Plaquemines
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 12/20/2024 at 4:12:40
Recorded in Book 1484 Page 375
File Number 2024-00004655



Clerk of Court



Return To : LLOG EXPLORATION CO LLC
1001 OCHSNER BLVD STE 100
COVINGTON, LA 70433

St. Mary Parish Recording Page

Greg Aucoin
Clerk of Court
500 Main Street
P.O. Drawer 1231
Franklin, LA 70538
(337) 828-4100

Received From :
CSC

First VENDOR

BP EXPLORATION & PRODUCTION INC

First VENDEE

FIVE STONES ENERGY L L C

Index Type : CONVEYANCES

File Number : 344924

Type of Document : ASSIGNMENT

Book : 463

Page : 596

Recording Pages : 11

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Mary Parish, Louisiana.


Clerk of Court

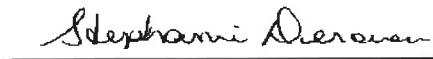
This instrument was eRecorded.

On (Recorded Date) : 12/20/2024

At (Recorded Time) : 3:59:17PM

CLERK OF COURT
GREG AUCOIN
Parish of St. Mary
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 12/20/2024 at 3:59:17
Recorded in Book 463 Page 596
File Number 344924




Deputy Clerk

Return To : CSC



Iberia Parish Clerk of Court
P.O. Box 12010
New Iberia, LA 70562

Phone (337) 365-7282



Clerk use only

David Ditch
Clerk of Court
Parish of Iberia

Instrument Number: 29456

Book/Index: COB

Document Type: ASSIGNMENT

Recording Date: 12/23/2024 2:13:19 PM

Page Count: 10 not including this page

Intake Via: eRecording

Grantor 1: BP EXPLORATION & PRODUCTION INC.,

Grantee 1: FIVE STONES ENERGY, L.L.C.

COB: 29456

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND
SHOULD BE RETAINED WITH ANY COPIES.



Sharon Freyyou
Sharon Freyyou



Certified True
And Correct
Copy
eCertId: 000003835

David Ditch
Iberia Parish Clerk of Court

Generated Date:
12/23/2024 02:13 PM



Annette M. Fontana
Lafourche Clerk of Court
Inst # 1381729 CONV
Recorded On: 12/23/2024 8:29 AM
E-Recorded Number of Pages: 10
Terilyn A. Hebert
Deputy Clerk

Execution Version

ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE (this “*Assignment*”) dated December 20, 2024, but effective as of 12:00 A.M., local time in Houston, Texas, on December 1, 2024 (“*Effective Time*”), is from BP EXPLORATION & PRODUCTION INC., a Delaware corporation, with an office at 501 WestLake Park Boulevard, Houston, Texas 77079, and BP AMERICA PRODUCTION COMPANY, a Delaware corporation, with an office at 501 WestLake Park Boulevard, Houston, Texas 77079 (each, an “*Assignor*”) to FIVE STONES ENERGY, L.L.C., a Louisiana limited liability company, with an office at 1001 Ochsner Boulevard, Suite 100, Covington, Louisiana 70433 (“*Assignee*”), Assignor and Assignee sometimes individually, a “*Party*” and collectively, the “*Parties*.”

WHEREAS, Assignors desire to sell and deliver to Assignee, and Assignee desires to purchase and accept, an undivided 25% (out of 100%) of all of Assignors’ right, title and interest in, to and under those certain overriding royalty interests in the Gulf of Mexico described on Exhibit A (the “*ORRIs*”) (such percentage interest in the ORRIs being the “*Purchased Interests*”); and

WHEREAS, Assignors are simultaneously selling the remaining undivided 75% (out of 100%) of all of Seller’s right, title and interest in, to and under the ORRIs to Hadar Investment III LLC.

FOR Ten Dollars and other good and valuable consideration herein, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby GRANTS, ASSIGNS, SELLS, TRANSFERS, CONVEYS and DELIVERS to Assignee all of such Assignor’s right, title and interest (real, personal, mixed, contractual or otherwise) in, to and under or derived from the Purchased Interests.

THE PURCHASED INTERESTS ARE CONVEYED TO ASSIGNEE “AS IS”, AND, EXCEPT AS EXPRESSLY PROVIDED IN THIS ASSIGNMENT AND IN THE PURCHASE AGREEMENT HEREINAFTER DESCRIBED, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS AND NEGATES ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING AS TO (a) MERCHANTABILITY OF THE PURCHASED INTERESTS, (b) FITNESS OF THE PURCHASED INTERESTS FOR ANY PARTICULAR PURPOSE OR ANY PURPOSE, (c) CONDITION OF THE PURCHASED INTERESTS, AND (d) CONFORMITY OF THE PURCHASED INTERESTS TO MODELS OR SAMPLES OF MATERIALS. ASSIGNEE IS PURCHASING AT ITS OWN PERIL AND RISK.

TO HAVE AND TO HOLD the Purchased Interests, together with all the rights, privileges and benefits in any way belonging to, incidental to or appertaining thereto, unto Assignee and its successors and assigns forever, subject to the following terms and conditions:

1. Special Warranty of Defensible Title. Each Assignor warrants Defensible Title (as defined in the Purchase Agreement) to the Purchased Interests unto Assignee, its successors and assigns, against all persons claiming or to claim the same or any part thereof by, through, or under such Assignor, but not otherwise. EXCEPT AS PROVIDED IN THE

Execution Version

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EFILE: 12/20/2024 4:05 PM JEFF PAR 8139511 jlh \$205.00 :: 12450814 CONVEYANCE BOOK 3506 PAGE 617



#103362043v7



Execution Version

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FOR Ten Dollars and other good and valuable consideration herein, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby GRANTS, ASSIGNS, SELLS, TRANSFERS, CONVEYS and DELIVERS to Assignee all of such Assignor’s right, title and interest (real, personal, mixed, contractual or otherwise) in, to and under or derived from the Purchased Interests.

THE PURCHASED INTERESTS ARE CONVEYED TO ASSIGNEE “AS IS”, AND, EXCEPT AS EXPRESSLY PROVIDED IN THIS ASSIGNMENT AND IN THE PURCHASE AGREEMENT HEREINAFTER DESCRIBED, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS AND NEGATES ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING AS TO (a) MERCHANTABILITY OF THE PURCHASED INTERESTS, (b) FITNESS OF THE PURCHASED INTERESTS FOR ANY PARTICULAR PURPOSE OR ANY PURPOSE, (c) CONDITION OF THE PURCHASED INTERESTS, AND (d) CONFORMITY OF THE PURCHASED INTERESTS TO MODELS OR SAMPLES OF MATERIALS. ASSIGNEE IS PURCHASING AT ITS OWN PERIL AND RISK.

TO HAVE AND TO HOLD the Purchased Interests, together with all the rights, privileges and benefits in any way belonging to, incidental to or appertaining thereto, unto Assignee and its successors and assigns forever, subject to the following terms and conditions:

1. **Special Warranty of Defensible Title**. Each Assignor warrants Defensible Title (as defined in the Purchase Agreement) to the Purchased Interests unto Assignee, its successors and assigns, against all persons claiming or to claim the same or any part thereof by, through, or under such Assignor, but not otherwise. EXCEPT AS PROVIDED IN THE

PRECEDING SENTENCE, ASSIGNORS MAKE NO, AND EXPRESSLY DISCLAIM AND NEGATE ANY, REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO TITLE TO ANY OF THE ASSETS. Each Assignor does hereby assign to Assignee all rights, claims, and causes of action on title warranties given or made by each of their respective predecessors, and Assignee is specifically subrogated to all rights which each Assignor may have against its legal predecessors, to the extent that such Assignor may legally transfer such rights and grant such subrogation. The foregoing special warranty of title is subject to all limitations set forth in the Purchase Agreement.

2. Agreements. This Assignment is made subject to and is burdened by the terms, covenants and conditions contained in all valid and subsisting (i) Contracts, (ii) mineral leases from which the Purchased Interests are derived and (iii) any unit operating agreement or joint operating agreement affecting the mineral leases from which the Purchased Interests are derived. Where separate assignments of Purchased Interests have been, or will be, executed for filing with and approval by applicable governmental authorities, any such separate assignments (a) shall evidence the assignment of the applicable Purchased Interests herein made, and shall not constitute any additional assignment of the Purchased Interests, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions, or limitations on warranties, set forth in this Assignment and are not intended to create and shall not create any representations, warranties or additional covenants of or by Assignor to 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 assignments.

3. Compliance with Laws. This Assignment is made subject to all applicable laws, statutes, ordinances, permits, decrees, orders, judgments, rules and regulations that are promulgated, issued or enacted by any governmental authorities having jurisdiction.

4. 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 Purchased Interests or any portion thereof.

5. Purchase and Sale Agreement. This Assignment is made in accordance with and is subject to the terms, covenants and conditions contained in that certain Purchase and Sale Agreement dated December 20, 2024, by and between Assignors and Assignee (the "***Purchase Agreement***"), a copy of which can be obtained from Assignee upon written request to the above-referenced address. **If there is a conflict between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control;** provided, however, this Assignment may be relied upon without further recourse or reference to the Purchase Agreement with respect to the conveyance and transfer of title to the Purchased Interests. All capitalized terms used in this Assignment which are not otherwise defined herein have the meanings provided in the Purchase Agreement.

6. **Redhibition Waiver.** To the extent that any of the Purchased Interests is located in Louisiana and Louisiana Law is applicable, Assignee expressly:

(a) waives the warranty of fitness for intended purposes and guarantee against hidden or latent redhibitory vices under Louisiana Law, including Louisiana Civil Code Articles 2520 (1870) through 2548 (1870);

(b) waives all rights in redhibition pursuant to Louisiana Civil Code Articles 2520, *et seq.*, including the warranty imposed by Louisiana Civil Code Article 2475 (1870);

(c) acknowledges that this express waiver shall be considered a material and integral part of this sale and the consideration thereof; and

(d) acknowledges that this waiver has been brought to the attention of Assignee, has been explained in detail and that Assignee has voluntarily and knowingly consented generally and specifically to this waiver of warranty of fitness and/or warranty against redhibitory vices and defects for the Purchased Interests.

7. **UTPCPL Waiver.** To the extent applicable to the Purchased Interests or any portion thereof, Assignee hereby waives the provisions of the Louisiana Unfair Trade Practices and Consumer Protection Law (La. R.S. 51:1402, *et seq.*). Assignee warrants and represents that it: (a) is experienced and knowledgeable with respect to the oil and gas industry generally and with transactions of this type specifically; (b) possesses ample knowledge, experience and expertise to evaluate independently the merits and risks of the transactions herein contemplated; and (c) is not in a significantly disparate bargaining position.

8. **Waiver of Consumer Rights.** Assignee hereby waives the provisions of the Texas Deceptive Trade Practices Consumer Protection Act, Article 17.41 *et seq.*, Texas Business and Commerce Code, a law that gives consumers special rights and protection, and all other consumer protection Laws of the State of Texas, or of any other state that may be applicable to this transaction, that may be waived. It is not the intent of Assignee to waive and Assignee does not waive any Law or provision thereof that is prohibited by Law from being waived. Assignee represents that it has had an adequate opportunity to review the preceding waiver provision, including the opportunity to submit the same to legal counsel for review and advice and after consultation with an attorney of its own selection voluntarily consents to this waiver, and understands the rights being waived herein.

9. **Governing Law; Consent to Jurisdiction.** This Assignment shall be governed by and construed and enforced in accordance with the substantive laws and regulations of the State of Texas, without regard to its conflict of laws rules or principles. The Parties hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Harris County, Texas in connection with any dispute arising under or relating to this Assignment or the transaction contemplated hereby, that is permitted to be commenced in court, and each Party irrevocably agrees that all claims and suits in respect of such dispute or proceeding that is permitted to be commenced in court shall be heard and

determined exclusively in such court. The Parties 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 arising under or relating to this Assignment or the transaction contemplated hereby brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each Party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

10. **Waiver of Trial by Jury. To the fullest extent permitted by applicable Law, each Party 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 transaction contemplated hereby in any action, proceeding or other litigation of any type brought by a Party against the other Party, whether with respect to contract claims, tort claims, or otherwise.**

[Signature Page Follows]


EXECUTED in counterparts on the day and year first referenced above, but effective as of the Effective Time, by the authorized representatives of Assignor and Assignee before the undersigned competent witnesses.

ASSIGNOR

BP EXPLORATION & PRODUCTION INC.

ASSIGNEE


FIVE STONES ENERGY, L.L.C.

By: 
Name: Matthew Dare
Title: Attorney-in-Fact

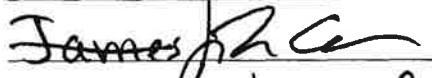
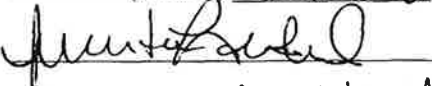
By: _____
Name: _____
Title: _____

ASSIGNOR

BP AMERICA PRODUCTION COMPANY

By: 
Name: Matthew Dare
Title: Attorney-in-Fact

WITNESSES TO ASSIGNOR


Full Name (Printed) James Cross

Full Name (Printed) Amanda Lundel

WITNESSES TO ASSIGNEE

Full Name (Printed) _____

Full Name (Printed) _____

EXECUTED in counterparts on the day and year first referenced above, but effective as of the Effective Time, by the authorized representatives of Assignor and Assignee before the undersigned competent witnesses.


ASSIGNOR

BP EXPLORATION & PRODUCTION INC.

By: _____
Name:
Title:

ASSIGNEE

FIVE STONES ENERGY, L.L.C.

By: 
Name: Edward J. Castaing, Jr.
Title: Manager

ASSIGNOR

BP AMERICA PRODUCTION COMPANY

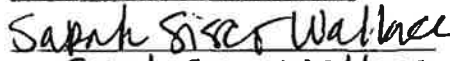
By: _____
Name:
Title:

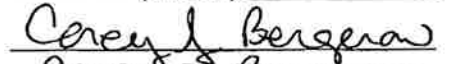
WITNESSES TO ASSIGNOR

Full Name (Printed) _____

Full Name (Printed) _____

WITNESSES TO ASSIGNEE


Sarah Sisco Wallace
Full Name (Printed) _____


Corey J. Bergeron
Full Name (Printed) _____

STATE OF TEXAS §
COUNTY OF HARRIS §

On this 20th day of December, 2024, before me appeared Matthew Dare, to me personally known, who, being by me duly sworn, did say that he is Attorney-in-Fact for BP EXPLORATION & PRODUCTION INC., a Delaware corporation, and that said instrument was signed on behalf of said corporation.

Given under my hand and seal this 20th day of December, 2024.

My Commission Expires:

Laura Riddler
Notary Public, State of Texas

LAURA RIDDLE
Name (Typed or Printed)

2274014
Notary's Identification Number



STATE OF TEXAS §
COUNTY OF HARRIS §

On this 20th day of December, 2024, before me appeared Matthew Dare, to me personally known, who, being by me duly sworn, did say that he 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 20th day of December, 2024.

My Commission Expires: Laura Riddler
Notary Public, State of Texas
LAURA RIDDLER
Name (Typed or Printed)
2274014
Notary's Identification Number



STATE OF LOUISIANA §

PARISH OF ST. TAMMANY §

On this 20TH day of December, 2024, before me appeared Edward J. Castaing, Jr., to me personally known, who, being by me duly sworn, did say that he is the Manager of FIVE STONES ENERGY, L.L.C., a Louisiana limited liability company, and that said instrument was signed on behalf of said limited liability company and with the required authority of its sole manager and that he acknowledged the instrument to be the free act and deed of said limited liability company.

Given under my hand and seal this 20th day of December, 2024.

My Commission Expires:
AT DEATH

Rachael L. Francioni
Notary Public, State of Louisiana

RACHAEL L. FRANCONI
Name (Typed or Printed)

Notary's ID No./Bar Roll No. _____

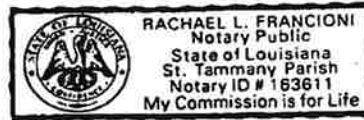


EXHIBIT A

OVERRIDING ROYALTY INTERESTS

Prospect	Area/Block	Lease Number OCS-G	Source Document
Kodiak (Venture No. 990097)	MC 727	24102 ¹	That certain Assignment and Bill of Sale dated August 6, 2012, but effective as of April 1, 2012, from BP Exploration & Production Inc., as Assignor, to Deep Gulf Energy II, LLC, as Assignee.
	MC 771	24107 ¹	
Lucius (Venture No. 990094)	KC 874 ²	26771 ³	That certain Assignment and Bill of Sale dated effective as of January 1, 2010, from Devon Energy Production Company, L.P., as Assignor, and BP Exploration & Production Inc., as Assignee.
	KC 875	21444 ³	
Hickory (Venture No. 990075)	GI 110 ⁴	13943 ⁵	That certain Assignment of Overriding Royalty Interest dated effective as of March 1, 1998, by and among Anadarko Petroleum Corporation and Shell Offshore Inc., as Assignors, and CNG Producing Company, BHP Petroleum (Deepwater) Inc. and Amoco Production Company, as Assignees.
	GI 111 ⁴	18069 ⁵	
	GI 116 ⁴	13944 ⁵	
South Santa Cruz (Venture No. 990099)	MC 563 ⁶	21176	That certain MC 563 (OCS-G 21176) Assignment Agreement dated as of October 10, 2014, by and among BP Exploration & Production Inc., Noble Energy, Inc. and Houston Energy Deepwater Ventures I, LLC.
Orion (Venture No. 990091)	MC 110	18192	That certain Assignment and Bill of Sale dated effective as of January 1, 2010, from Devon Energy Production Company, L.P., as Assignor, and BP Exploration & Production Inc., as Assignee.
NA (Venture No. 990039)	MP 059	03194 ⁷	That certain Assignment of Oil and Gas Lease dated effective as of December 1, 1979, by and among Amoco Production Company, as Assignor, and Ocean Production Company, Ocean Oil & Gas Company, and Murphy Oil Corporation, as Assignees.

¹ Subject to that certain Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations on MC 727 Unit (Kodiak Unit), S/2 of MC 727 (OCS-G 24102) and N/2 of MC 771 (OCS-G 24107), Offshore Louisiana (Contract No. 754313008)

² Surface to 23,000'

³ Subject to that certain Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations on the Keathley Canyon Block 875 Unit, Blocks 874 (SE/4), 875 (S/2), 918 (All) and 919 (All), Keathley Canyon Area, Offshore Louisiana (Contract No. 754318001)

⁴ Below 13,000'

⁵ Subject to that certain Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations on the Grand Isle Block 116 Unit, Blocks 110, 111 and 116, Grand Isle Area, Offshore Louisiana (Contract No. 754398019)

⁶ Surface down to 19,000' TVDSS

⁷ Subject to that certain Unit Agreement for Outer Continental Shelf Development and Production Operations on the 6050' Sand Reservoir C Unit, Block 59, Main Pass Area, Offshore Louisiana (Contract No. 754300007)

EXHIBIT A
ASSIGNMENT AND BILL OF SALE