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Kyleen Sims
Division of Interest Analyst
Gulf of Mexico Region

BP America Production Company
501 Westlake Park Boulevard, 25.136(B)
Houston, Texas 77079
Telephone: 832-780-4348
Email: Kyleen.Sims@bp.com

January 8, 2025

U. S. Department of the Interior Bureau of
Ocean Energy Management Gulf of Mexico
OCS Region
1201 Elmwood Park Boulevard
New Orleans, LA 70123

RE: Assignment of Overriding Royalty Interest
GI 110, GI 111, and GI 116, Leases OCS-G 13943, OCS-G 18069, and OCS-G 13944
MP 59, Lease OCS-G 03194

To whom it may concern:

BP America Production Company submits for your review and approval the above referenced non-required filing under **“Category #5 – Overriding Royalty, Production Payment, Net Profit”**.

Enclosed, please find the original Assignment and Bill of Sale, conveying 25% (out of 100%) by and between BP America Production Company (00114) as assignor, and Five Stones Energy, L.L.C. as assignee, effective December 1, 2024, for the following overriding royalty interest:

Prospect	Area/Block	Lease Number OCS-G	Source Document
Hickory (Venture No. 990075)	GI 110 ¹	13943 ²	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 ¹	18069 ²	
	GI 116 ¹	13944 ²	
NA (Venture No. 990039)	MP 059	03194 ³	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 Below 13,000'

² 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)

³ 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)

Also included is the pay.gov receipt in the amount of \$34 covering the required filing fee. If you have any additional questions, please contact the undersigned at 832-780-4348 or Kyleen.Sims@bp.com

Sincerely,

Kyleen Sims

Kyleen Sims

BP America Production Company (GOM Company No. 00114)

A part of the BP Group

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

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

ASSIGNEE

BP EXPLORATION & PRODUCTION INC.


FIVE STONES ENERGY, L.L.C.

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

By: _____
Name: _____
Title: _____

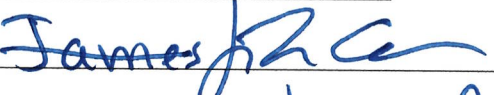
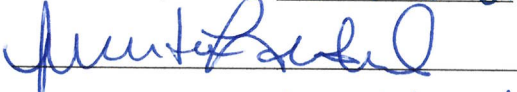
ASSIGNOR

BP AMERICA PRODUCTION COMPANY

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

WITNESSES TO ASSIGNOR

WITNESSES TO ASSIGNEE


Full Name (Printed) James Cross

Full Name (Printed) Amanda Lundel

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

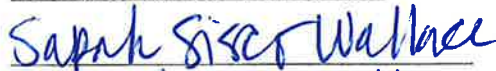
By: _____
Name:
Title:


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

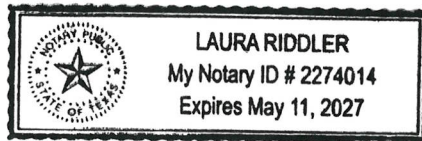
Notary Public, State of Texas

LAURA RIDDLER

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

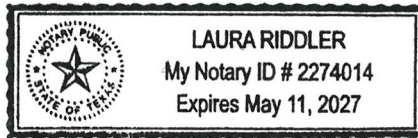
Notary Public, State of Texas

LAURA RIDDLE

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 20^h 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