

March 17, 2020

United States Department of the Interior
BOEM GOMR Office of Leasing and Plans
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394
Attn: Adjudication Unit

RE: Non-Required Filing
Assignment, Bill of Sale and Conveyance
Block 474, Mississippi Canyon OCS-G 35825; Block 518, Mississippi Canyon OCS-G
35828; and Block 562, Mississippi Canyon OCS-G 19966

Ladies and Gentlemen:

Please find enclosed two (2) copies of that certain Assignment, Bill of Sale and Conveyance effective January 20, 2020 by and between Fieldwood Energy LLC (03295) as Assignor and BP Exploration & Production Inc. (02481) as Assignee ("Assignment").

We submit the Assignment to the Bureau of Ocean Energy Management for "filing purposes only" and kindly ask that it be recorded in the files maintained for the above referenced leases under the document type described as **Category 7 – Contracts, Agreements, and Conveyances**. We ask that one stamped copy of the recorded Assignment be returned to the undersigned via the pre-paid UPS label provided.

Also enclosed is a pay.gov receipt in the amount of \$87.00 for applicable filing fees.

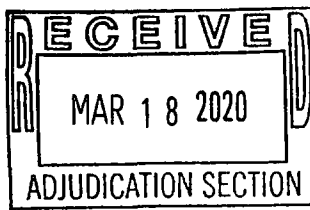
Please do not hesitate to contact me at 713-969-1237 or at lacy.clark@fwellc.com should you have any questions regarding this transmittal.

Kind regards,

Fieldwood Energy LLC

A handwritten signature in blue ink that reads 'Lacy Clark'.

Lacy Clark



BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 2/13/2020 8:43 AM
TOTAL \$ 43.00
10 Pages

1811228

ASSIGNMENT, BILL OF SALE AND CONVEYANCE



THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "*Conveyance*"), dated this 27th day of January, 2020 (the "*Execution Date*"), but effective as of 12:00 a.m., local time where the Properties (as defined below) are located, January 20, 2020 (the "*Effective Time*"), is made and executed by and between Fieldwood Energy LLC, a Delaware limited liability ("*Assignor*"), and BP Exploration & Production Inc., a Delaware corporation ("*Assignee*").

**ARTICLE 1
ASSIGNMENT AND CONVEYANCE**

Section 1.1 **Assignment and Conveyance.** Assignor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby, as of the Effective Time, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER, unto Assignee and its successors and assigns, all of Assignor's right, title and interest in and to the Properties. For purposes of this Conveyance, the term "*Properties*" means the following, less and except the Excluded Assets (as defined below):

(a) twenty and five-sixths percent of eight-eighths (20.83333% of 8/8ths) Operating Rights interest in and to Mississippi Canyon Block 474 (OCS-G35825) as to those depths from 20,000' TVDSS to 99,999' TVDSS (the "**MC 474 Operating Rights Assignment**");

(b) nine percent of eight-eighths (9% of 8/8ths) Record Title Interest in and to Mississippi Canyon Block 474 (OCS-G35825) as to all depths (the "**MC 474 Record Title Assignment**");

(c) twenty and five-sixths percent of eight-eighths (20.83333% of 8/8ths) Operating Rights Interest in and to Mississippi Canyon Block 518 (OCS-G35828) as to those depths from 19,500' TVDSS to 99,999' TVDSS (the "**MC 518 Operating Rights Assignment**");

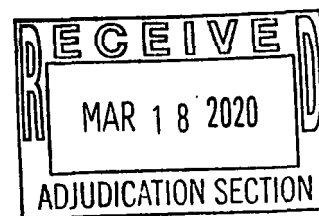
(d) nine percent of eight-eighths (9% of 8/8ths) Record Title Interest in and to Mississippi Canyon Block 518 (OCS-G35828) as to all depths (the "**MC 518 Record Title Assignment**");

(e) twenty and five-sixths percent of eight-eighths (20.83333% of 8/8ths) Operating Rights Interest in and to the N1/2 of Mississippi Canyon Block 562 (OCS-G19966) as to those depths from 19,500' TVDSS to 99,999' TVDSS (the "**MC 562 N1/2 Operating Rights Assignment**");

(f) twenty and five-sixths percent of eight-eighths (20.83333% of 8/8ths) Operating Rights Interest in and to the S1/2 of Mississippi Canyon Block 562 (OCS-G19966) as to those depths from 20,000' TVDSS to 99,999' TVDSS (the "**MC 562 S1/2 Operating Rights Assignment**");

(g) twenty and five-sixths percent of eight-eighths (20.83333% of 8/8ths) Record Title Interest in and to Mississippi Canyon Block 562 (OCS-G19966) as to all depths (the "**MC 562 Record Title Assignment**") together with the MC 474 Record Title Assignment, The MC 474 Operating Rights Assignment, the MC 518 Record Title Assignment, the MC 518 Operating

Jon A. Gegenheimer
JEFFERSON PARISH CLERK OF COURT



Mortgage & Conveyance Office

P.O. Box 10
Gretna LA 70054-0010
Ph.: (504) 364-2943 or (504) 364-2944 FAX: (504) 364-2942
www.jpclerkofcourt.us

NOTICE OF RECORDATION

INSTRUMENT NO 12008005
TYPE OF ACT ASSIGNMENT CB
DATE 02/13/2020

ADDITIONAL INFORMATION

PARTIES
FIELDWOOD ENERGY LLC TO BP EXPLORATION&PRODUCTION INC

PROPERTY

SEE

CONVEYANCE BOOK 3433 FOLIO 728

I HEREBY CERTIFY THAT THIS ACT HAS BEEN FILED WITH THIS OFFICE AND RECORDED AS SET FORTH ABOVE.


CLERK OF COURT

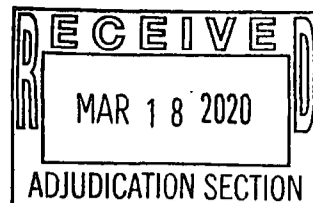
INQUIRIES? CALL:
General Information - (504) 364-2943 or 2944

12008005

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FIELDWOOD ENERGY LLC
2000 W SAM HOUSTON PKWY SOUTH STE 1200
HOUSTON TX 77042

Inst. # 2020013269 Pages: 1 of 10 Doc: MINI
I certify this instrument filed on 3/4/2020 9:43 AM
Don Davis, Judge of Probate
Mobile County, AL. Rec: \$28.00
DeedTx: \$0.00
Clerk: BFRANKS



ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "*Conveyance*"), dated this 27th day of January, 2020 (the "*Execution Date*"), but effective as of 12:00 a.m., local time where the Properties (as defined below) are located, January 20, 2020 (the "*Effective Time*"), is made and executed by and between Fieldwood Energy LLC, a Delaware limited liability ("*Assignor*"), and BP Exploration & Production Inc., a Delaware corporation ("*Assignee*").

ARTICLE 1 ASSIGNMENT AND CONVEYANCE

Section 1.1 **Assignment and Conveyance.** Assignor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby, as of the Effective Time, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER, unto Assignee and its successors and assigns, all of Assignor's right, title and interest in and to the Properties. For purposes of this Conveyance, the term "*Properties*" means the following, less and except the Excluded Assets (as defined below):

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(b) nine percent of eight-eighths (9% of 8/8ths) Record Title Interest in and to Mississippi Canyon Block 474 (OCS-G35825) as to all depths (the "**MC 474 Record Title Assignment**");

(c) twenty and five-sixths percent of eight-eighths (20.83333% of 8/8ths) Operating Rights Interest in and to Mississippi Canyon Block 518 (OCS-G35828) as to those depths from 19,500' TVDSS to 99,999' TVDSS (the "**MC 518 Operating Rights Assignment**");

(d) nine percent of eight-eighths (9% of 8/8ths) Record Title Interest in and to Mississippi Canyon Block 518 (OCS-G35828) as to all depths (the "**MC 518 Record Title Assignment**");

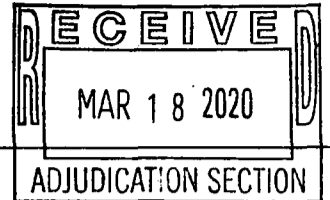
(e) twenty and five-sixths percent of eight-eighths (20.83333% of 8/8ths) Operating Rights Interest in and to the N1/2 of Mississippi Canyon Block 562 (OCS-G19966) as to those depths from 19,500' TVDSS to 99,999' TVDSS (the "**MC 562 N1/2 Operating Rights Assignment**");

(f) twenty and five-sixths percent of eight-eighths (20.83333% of 8/8ths) Operating Rights Interest in and to the S1/2 of Mississippi Canyon Block 562 (OCS-G19966) as to those depths from 20,000' TVDSS to 99,999' TVDSS (the "**MC 562 S1/2 Operating Rights Assignment**");

(g) twenty and five-sixths percent of eight-eighths (20.83333% of 8/8ths) Record Title Interest in and to Mississippi Canyon Block 562 (OCS-G19966) as to all depths (the "**MC 562 Record Title Assignment**") together with the MC 474 Record Title Assignment, The MC 474 Operating Rights Assignment, the MC 518 Record Title Assignment, the MC 518 Operating

Plaquemines Parish Recording Page

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



Received From :
Attn: LACY CLARK
FIELDWOOD ENERGY LLC
2000 W. SAM HOUSTON PKWY SOUTH
SUITE 1200
HOUSTON, TX 77042

First VENDOR
FIELDWOOD ENERGY LLC

First VENDEE
BP EXPLORATION & PRODUCTION INC

Index Type : CONVEYANCE
Type of Document : ASSIGNMENT
Recording Pages : 11

File Number : 2020-00000518
Book : 1420 **Page :** 626

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.

On (Recorded Date) : 02/13/2020
At (Recorded Time) : 2:03:33PM

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 02/13/2020 at 2:03:33
Recorded in Book 1420 Page 626
File Number 2020-00000518



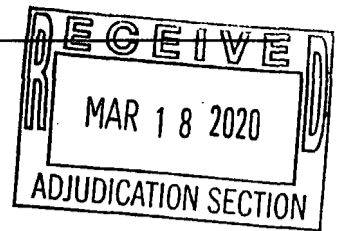
Doc ID - 005278100011

Victoria S. J. ...
Deputy Clerk

Return To : Attn: LACY CLARK

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660



Received From :

Attn: LACY CLARK
FIELDWOOD ENERGY LLC
2000 W SAM HOUSTON PKWY S
SUITE 1200
HOUSTON, TX 77042

First VENDOR

FIELDWOOD ENERGY L L C

First VENDEE

BP EXPLORATION & PRODUCTION INC

Index Type : CONVEYANCES

File # : 1598284

Type of Document : ASSIGNMENT

Book : 2597

Page : 551

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 Terrebonne Parish, Louisiana.

Theresa A. Robichaux

Clerk of Court

On (Recorded Date) : 02/13/2020

At (Recorded Time) : 12:55:52PM



Doc ID - 014965170011

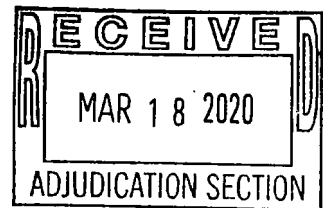
CLERK OF COURT
THERESA A. ROBICHAUX
Parish of Terrebonne
I certify that this is a true copy of the attached document that was filed for registry and Recorded 02/13/2020 at 12:55:52
Recorded in Book 2597 Page 551
File Number 1598284



Kortney V. Mills
Deputy Clerk

Return To : Attn: LACY CLARK
FIELDWOOD ENERGY LLC
2000 W SAM HOUSTON PKWY S
SUITE 1200
HOUSTON, TX 77042

Do not Detach this Recording Page from Original Document



ASSIGNMENT, BILL OF SALE AND CONVEYANCE

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ARTICLE 1

ASSIGNMENT AND CONVEYANCE

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Rights Assignment, the MC 562 N1/2 Operating Rights Assignment, and the MC 562 S/2 Operating Rights Assignment (collectively, the "**Lease Assignment Interests**");

(h) to the extent attributable to the Lease Assignment Interests, all equipment, inventory, pipelines, flowlines and facilities that are located on, and primarily used in connection with the production or treatment of oil and gas from the Lease Assignment Interests (collectively, the "**Equipment**");

(i) to the extent assignable and without any out-of-pocket cost to Assignor (unless such costs are paid by Assignee, or other arrangements are made by Assignee so that Assignor does not incur out-of-pocket costs):

(i) all easements, licenses, rights-of-way, servitudes, subsurface leases, surface use agreements and other surface rights and other similar interests in land (collectively, the "**Easements**");

(ii) all permits, licenses, certificates and other authorizations of Governmental Authorities (collectively, the "**Permits**");

(iii) any written or oral contract, agreement, agreement regarding indebtedness, indenture, debenture, note, bond, loan, letter of credit, collective bargaining agreement, license, lease, mortgage, franchise, purchase order, bid, commitment or any other legally binding agreement or arrangement, including all amendments, modifications and supplements thereto (collectively, "**Contracts**"); provided, the term "**Contracts**" does not include the Permits, Easements, Excluded Rights and Interests as defined by the LEA; and

(iv) all other rights or interests relating to the use or ownership of surface or subsurface property and structures, including those listed on Exhibit A attached hereto;

(v) to the extent such Easements, Permits, Contracts or other rights or interests described in subsections (i) through (iv) immediately above relate to and are used solely in connection with the ownership or operation of the Lease Assignment Interests, the Subject Wells, the Equipment or the production, handling, processing or transportation of crude oil, natural gas, casinghead gas, condensate, distillate, natural gas liquids and other liquid or gaseous hydrocarbons and all products refined or extracted therefrom, together with all minerals produced in association with these substances (collectively, "**Hydrocarbons**") attributable to the Lease Assignment Interests; and

(j) all Hydrocarbons in and under and which may be produced and saved from and attributable to the Lease Assignment Interests from and after the Effective Time, including all linefill and stored Hydrocarbons, 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 to the extent relating to the sale of such Hydrocarbons.

TO HAVE AND TO HOLD all of Assignor's right, title and interest in and to the Properties unto Assignee, its successors and assigns, forever.

Section 1.2 **Exclusions and Reservations.** Notwithstanding any other provision of this Conveyance to the contrary, the Properties shall not include and Assignor hereby RESERVES, EXCEPTS and EXCLUDES from this Conveyance the following items, assets, properties and other matters

(collectively, the "*Excluded Assets*"):

(a) the items, assets, properties and other matters that are set forth in Exhibit B attached hereto or that are otherwise excepted, reserved or retained by Assignor under the terms of the LEA;

(b) any Contract that is not listed on Exhibit A attached hereto and all rights and obligations under (i) the Galapagos Area Loop Subsea Production System Construction and Operating Agreement, by and among Assignee, Noble Energy, Inc. (as predecessor in interest of Assignor), Red Willow Offshore, LLC and Houston Energy Deepwater Ventures I, LLC, dated effective as of December 1, 2011, and as amended October 10, 2014, October 15, 2018 and May 1, 2019 as amended, modified or supplemented from time to time in accordance with the terms thereof (the "*Galapagos LSPS Agreement*") and (ii) the Production Handling and Operating Services Agreement, by and among Assignee, Noble Energy, Inc. (as predecessor in interest of Assignor), Red Willow Offshore, LLC and Houston Energy Deepwater Ventures I, LLC, dated effective as of September 21, 2010, and as amended December 1, 2011, October 15, 2018 and May 1, 2019 as amended, modified or supplemented from time to time in accordance with the terms thereof (the "*Galapagos PHA*"), that are not in each case attributable to the Lease Assignment Interests;

(c) all records and files in the possession or control of Assignor or its Affiliates, including any that relate to the Properties;

(d) all data, core and fluid samples and other engineering, geological and/or geophysical studies, information and records (but excluding (i) interpretations and analysis of seismic data and information, and (ii) simulation, deliverability, compression and vibration studies) relating to the Properties;

(e) to the extent relating prior to the Effective Time, all audit claims and other Claims of Assignor against Third Parties or any other Person arising under Contracts or otherwise;

(f) any interest in any master service agreements or marketing contracts where Assignor is a counter-party by name or as successor-in-interest; and

(g) all Third Party-Owned Technology and Third Party Licenses.

Section 1.3 **Subject to Agreements.**

(a) This Conveyance is expressly made subject to that certain Lease Exchange Agreement and Well Participation Agreement dated as of ~~January 27, 2020~~ by and between Assignor and Assignee (the "LEA"), the terms of which shall survive and not be merged with the delivery of this Conveyance as provided therein. In the event of a conflict between this Conveyance and the LEA, the LEA shall control to the extent of such conflict. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the LEA.

(b) This Conveyance is expressly made subordinate and subject to the Galapagos LSPS Agreement. Assignor and Assignee hereby acknowledge and agree that the amount of the

RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE PROPERTIES, (IV) ANY ESTIMATES OF THE VALUE OF THE PROPERTIES OR FUTURE REVENUES GENERATED BY THE PROPERTIES, (V) THE PRODUCTION OF PETROLEUM SUBSTANCES FROM THE PROPERTIES, (VI) ANY ESTIMATES OF OPERATING COSTS AND CAPITAL REQUIREMENTS FOR ANY WELL, OPERATION, OR PROJECT, (VII) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE PROPERTIES, (VIII) THE CONTENT, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY THIRD PARTIES, (IX) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASSIGNEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EQUITY OWNERS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE LEA OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE HAS INSPECTED, OR WAIVED ASSIGNEE'S RIGHT TO INSPECT, THE PROPERTIES FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES OR NORM, AND THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE PROPERTIES IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND DEFECTS, AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE, OR (X) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

Section 3.2 **Further Assurances.** Assignor and Assignee each agree to take such further actions and to execute, acknowledge and deliver all such further documents as may be necessary to more fully and effectively grant, convey and assign to Assignee the rights and interests conveyed to Assignee hereby or intended so to be.

Section 3.3 **Other Forms.** Separate governmental form assignments of the assigned interests may be executed on officially approved forms by Assignor and Assignee, in sufficient counterparts to satisfy statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms hereof. The interests conveyed by such separate assignments are the same, and not in addition to, the assigned interests conveyed herein.

Section 3.4 **Governing Law.** This Conveyance shall be governed by and construed and enforced in accordance with the substantive laws of the State of Texas, without regard to its conflict of laws rules or principles.

Section 3.5 **Counterparts.** This Conveyance may be executed simultaneously in two or more counterparts (including by means of facsimile or email of a portable document format (pdf) of the signature pages), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

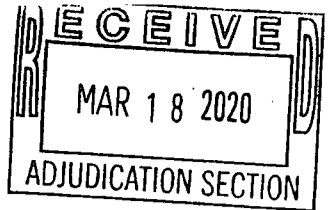
Section 3.6 **Successors and Assigns**. This Conveyance and all of the provisions of this Conveyance shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 3.7 **Headings and Exhibits**. The headings contained in this Conveyance are inserted for convenience only, shall not constitute a part of this Conveyance, and are in no way to be construed as a limitation on the scope of particular sections to which they refer. Information set forth in any Exhibit to this Conveyance is deemed to have been disclosed for all purposes of this Conveyance.

Section 3.8 **Amendments and Severability**. No amendments, waivers or other modifications of this Conveyance will be effective or binding on either of the parties hereto unless the same are in writing, designated as an amendment or modification, and signed by both parties hereto. The invalidity of any one or more provisions of this Conveyance will not affect the validity of this Conveyance as a whole, and in case of any such invalidity, this Conveyance will be construed as if the invalid provision had not been included herein.

Section 3.9 **Effective Time**. This Conveyance shall be effective as of the Effective Time.

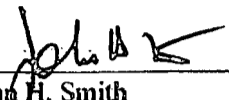
[Signature Pages Follow]



IN WITNESS WHEREOF, the undersigned have executed this Conveyance on the Execution Date, but effective for all purposes as of the Effective Time.

ASSIGNOR

FIELDWOOD ENERGY LLC

By: 
Name: John H. Smith
Title: Senior Vice President- Business Development

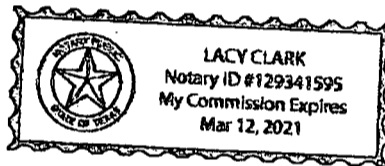
THE STATE OF TEXAS §

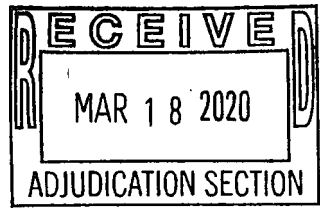
§

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27th day of January, 2020, by John H. Smith, Senior Vice President – Business Development of FIELDWOOD ENERGY LLC, a Delaware limited liability company, on behalf of said company.


Notary Public, State of Texas





ASSIGNEE

BP EXPLORATION & PRODUCTION INC.

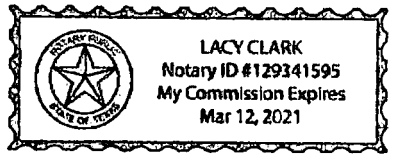
By: *Mark Garman*
Name: Mark Garman
Title: Attorney-in-Fact

THE STATE OF TEXAS §
§

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 27th day of Janury, 2020, by Mark Garman, Attorney-in-Fact of BP EXPLORATION & PRODUCTION INC., a Delaware corporation, on behalf of said corporation.

Lacy Clark
Notary Public, State of Texas



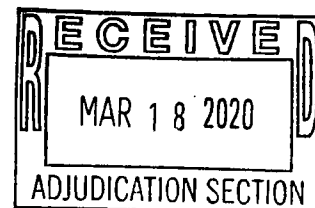


Exhibit A

Attached to and made part of that certain Assignment, Bill of Sale and Conveyance dated ~~January 27, 2020~~ by and between, as Fieldwood Energy LLC, as "Assignor", and BP Exploration & Production Inc., as "Assignee"

CONTRACTS, EASEMENTS, PERMITS, ETC.

To the extent attributable to the Lease Assignment Interests, the rights and obligations under

- (1) the Galapagos LSPS Agreement; and
- (2) the Galapagos PHA.
- (3) that certain Joint Operating Agreement – Isabella Prospect, dated effective April 2, 2007, by and between BP Exploration & Production Inc., as Operator and Noble Energy, Inc (predecessor in interest to Fieldwood Energy LLC) as Non-Operator, as amended by that First Amendment of Joint Operating Agreement – Isabella Prospect, dated October 15, 2018 and further amended by that Second Amendment of Joint Operating Agreement – Isabella Prospect, dated December 10, 2018, governing the Mississippi Canyon Block 562 (OCS-G19966) ;
- (4) that certain Bright Joint Operating Agreement dated effective 3 June 2014, as amended, by and among Fieldwood Energy LLC and BP Exploration & Production Inc. , which is the form of operating agreement governing Mississippi Canyon Blocks 474 (OCS-G35825) and 518 (OCS-G35828) until a mutually agreeable JOA can be executed.

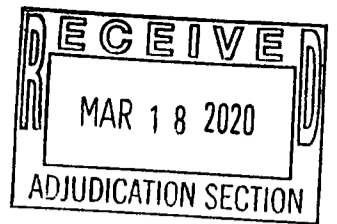


Exhibit B

Attached to and made part of that certain
Assignment, Bill of Sale and Conveyance dated January 27, 2020
by and between, as Fieldwood Energy LLC, as "Assignor", and
BP Exploration & Production Inc., as "Assignee"

EXCLUDED ASSETS

None.