

This instrument was prepared by
and upon recording shall be returned to:

Oxy Low Carbon Ventures, LLC
Attn: Land Manager
5 Greenway Plaza, Suite 110
Houston, Texas 77046

MEMORANDUM OF CO2 SEQUESTRATION AGREEMENT

STATE OF TEXAS

§
§

COUNTY OF POLK

§

THIS MEMORANDUM OF CO2 SEQUESTRATION AGREEMENT (this "Memorandum"), is made effective as of September 14, 2022 (the "Effective Date"), by BRP LLC, whose address is 5260 Irwin Road, Huntington, West Virginia 25705, as "BRP", in favor of OXY LOW CARBON VENTURES, LLC, a Delaware limited liability company, whose address is P.O. Box 4294, Houston, Texas 77210-4294, as "OXY". Assignor and Assignee may be referred to herein together as the "Parties" and each, individually, as a "Party."

1. CO2 Sequestration Agreement; Lands; Sequestration Formation. Notice is hereby given that the Parties have entered into that certain CO₂ Sequestration Agreement and Term Partial Assignment and Assumption Agreement, each dated as of the Effective Date (each as may be amended from time to time, collectively, the "Agreement") governing certain rights and obligations of BRP and OXY, as more fully described in the Agreement, with respect to the lands described in Exhibit "A" located in Polk County, Texas containing 64,844.38 acres, more or less (hereinafter referred to as the "Land"), and including, without limitation, the right to inject and sequester CO₂ and other Gas (as defined below) into the formations described in Exhibit "A" (collectively, the "Sequestration Formation"), access and otherwise use the Land and Sequestration Formation as more particularly described in the Agreement.
2. Grant of Rights. For good and valuable consideration, the receipt of which having been acknowledged and accepted by BRP, BRP did under the Agreement GRANT, DEMISE, LEASE, and LET exclusively unto OXY, insofar as such rights are owned or controlled by BRP and subject to the terms and provisions of the Agreement and (i) that certain Surface Use Agreement dated as of November 3, 2006 between RMS Texas Timberland I, LP, as Surface Owner, and International Paper Company, *et al.*, as Mineral Owners and recorded at Instrument #0054, Book 1549, Page 225, in the records of Polk County, Texas (as amended from time to time, the "SUA"), (ii) that certain Surface Use Restrictions Agreement dated effective October 1, 2000, by and among International Paper Company, *et al.*, as Surface Owners, and Pure Resources, L.P., as Mineral Owner, and recorded at Book 1211, Page 001, in the records of Polk County, Texas (the "SURA"), and (iii)

that certain Mineral and Royalty Deed dated effective October 1, 2000, by and among International Paper Company, *et al.*, as Grantors, SP Forests L.L.C. as Additional Surface Owner, and Pure Resources, L.P., as Grantee, and recorded at Book 1204, Page 001, in the real property records of Polk County, Texas (the "Deed", and together with the SURA and the SUA, the "Existing Agreements"), and as the Existing Agreements are referenced in that certain Term Partial Assignment and Assumption Agreement by and between BRP and OXY dated as of the Effective Date and to be recorded in the real property records of Polk County, Texas.

3. Memorandum. This Memorandum is not a complete summary of the Agreement. The provisions of this Memorandum are subject in all respects to the provisions of the Agreement. If there is any conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control, it being the intent of the Parties that this Memorandum shall not alter or vary the terms of the agreement between the Parties as set out in the Agreement. Capitalized terms used but not otherwise defined in this Memorandum shall have the respective meanings ascribed to such terms in the Agreement.
4. Miscellaneous.
 - a. If either Party assigns (or otherwise transfers) its interests in the Lands or the Agreement, then such assignor shall provide a copy of the Agreement to the transferee upon such transferee's request.
 - b. All terms, conditions, rights, and easements contained in the Agreement are covenants running with the Lands and shall inure to the benefit of and bind BRP and OXY, their successors and permitted assigns.
 - c. This Memorandum may be executed in counterparts each of which taken together shall constitute one and the same Memorandum.
 - d. This Memorandum shall be governed by the laws of the State of Texas without regard to its conflict of law principles.

[Remainder of page intentionally blank; Signature page follows]

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Memorandum as of the date set forth in their respective acknowledgment blocks but to be effective as of the Effective Date:

BRP:

BRP LLC,
a Delaware limited liability company

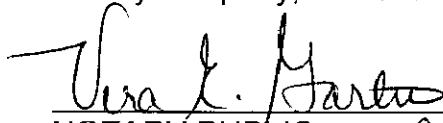
By: 

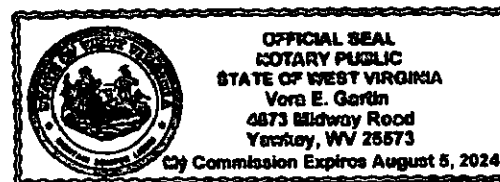
Name: Gregory F. Wooten

Title: Sr. Vice President & Chief Engineer

STATE OF West Virginia
COUNTY OF Cabell

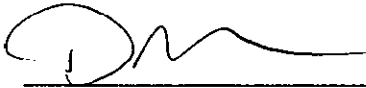
This instrument was acknowledged before me on this 14th day of September, 2022, by Gregory F. Wooten, Sr. Vice President & Chief Engineer of BRP LLC, a Delaware limited liability company, on behalf of said limited liability company.


NOTARY PUBLIC
My Commission Expires August 5, 2024



OXY:

OXY LOW CARBON VENTURES, LLC,
a Delaware limited liability company

By: 
Name: David S. Woess
Title: Attorney-in-Fact

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 15th day of SEPTEMBER, 2022, by DAVID S. WOESS, the ATTORNEY-IN-FACT of Oxy Low Carbon Ventures, LLC, a Delaware limited liability company, on behalf of said limited liability company.


NOTARY PUBLIC
My Commission Expires: 03-11-2025

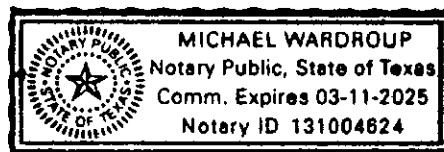


EXHIBIT A
THE LAND AND THE SEQUESTRATION FORMATION

Land:

See attached Exhibit A-1.

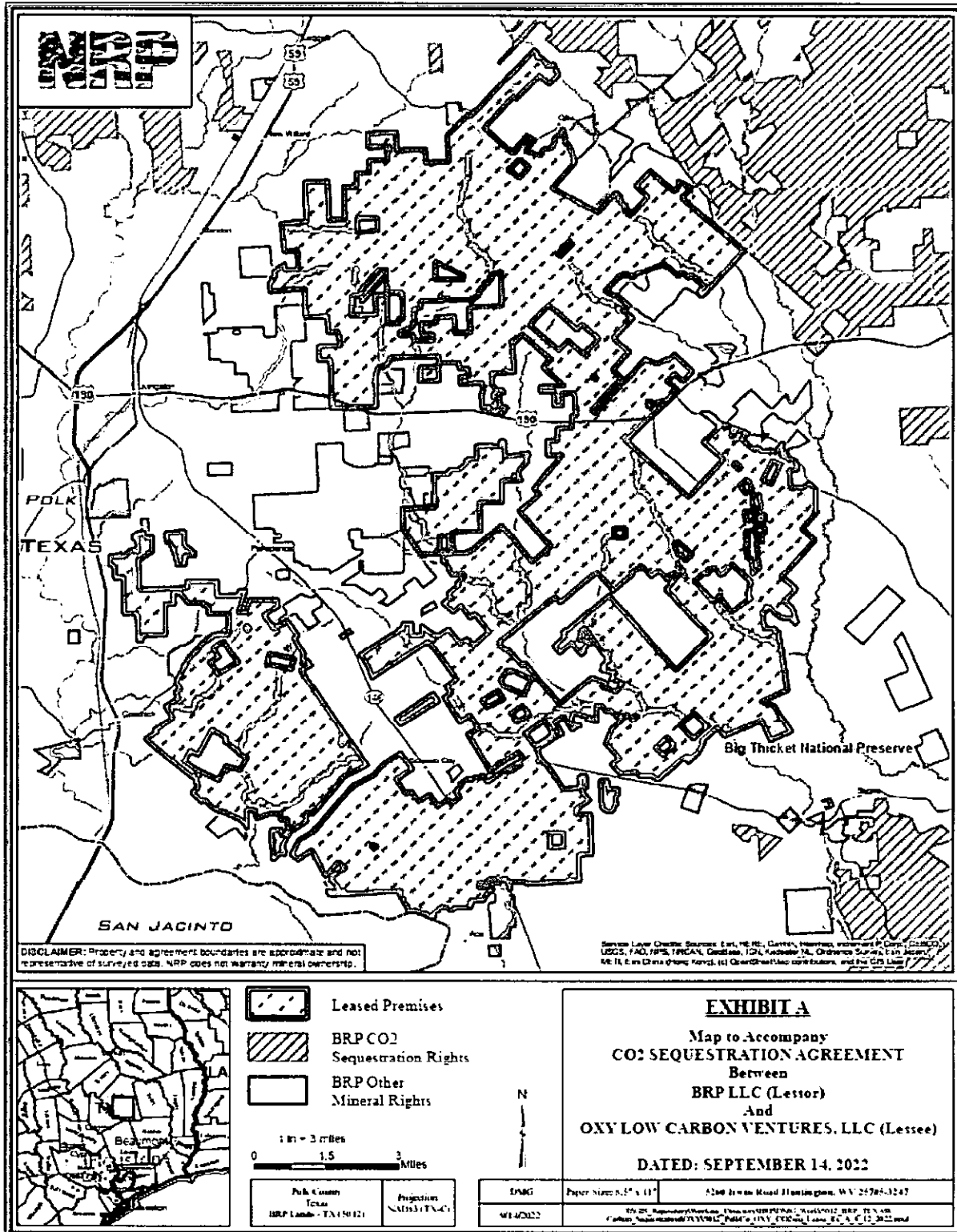
Containing: 64,844.38 acres, more or less

[See map attached.]

Sequestration Formation:

It is the intention of the Parties that all land owned by BRP within the depicted areas on the attached map, as the "Leased Premises," shall be subject to this Agreement and deemed as consisting of the Sequestration Formation.

The entire correlative interval identified by the upper most confining shale seen at the top of the Vicksburg-Jackson shale starting at 3,082' to the top of the lower most confining shale extending 500' below the top of the Midway Group shale seen at 11,320' making the overall correlative interval to be 3,082' to 11,820' shown on the log of the REPUBLIC NATIONAL BANK OF DALLAS, TRUSTEE # (API No. 42-373-30444), 1,893' FSWL / 2,239' FSEL, Lowery T. Hampton Sur. A-34, 3948-AC LSE., 10 mi NE of the Livingston Field, Polk County, Texas shall be designated as a single reservoir for proration purposes and be used for carbon dioxide injection and sequestration use.



FILED FOR RECORD

Dec 27 2022 12:15:24

Schelana Hock
SCHELANA HOCK
POLK COUNTY CLERK



CNH

STATE OF TEXAS • COUNTY OF POLK
I, SCHELANA HOCK hereby certify that the instrument was FILED
in the file number sequence on the date and at the same time stamped
heron by me and was duly RECORDED in the Official Public Records
in Volume and Page of the named RECORDS OF Polk County, Texas
as stamped heron by me.

Schelana Hock
COUNTY CLERK
POLK COUNTY, TEXAS

Dec 27, 2022