



CAUTION

Documents in this file have been placed in Table of Contents order and scanned.

Please help keep documents in contents order and let the ScanLab know when new documents are added to this file.

Thank you for your assistance.

Archives and Records Staff

MF112188

DRR 29729' good until 12/31/19

State Lease	Control	Base File	County
MF112188	07-103369	139457	REEVES

Survey	PUBLIC SCHOOL LAND	
Block	53	
Block Name		
Township		
Section/Tract	14	
Land Part	ALL	
Part Description		
Acres	641	
Depth Below	Depth Above	Depth Other

Leasing: GA

Analyst: _____

Maps: JA

GIS: MC

DocuShare: _____

Name	CONOCOPHILLIPS COMPANY	
Lease Date	12/31/2010	
Primary Term	5 yrs	
Bonus (\$)	\$400,625.00	
Rental (\$)	\$0.00	
Lease Royalty	0.1250	

ATTENTION FILE USERS!
This file has been placed in table of contents order.
RETURN TO VAULT WITH DOCUMENTS IN ORDER!

CONTENTS OF FILE NO. MF- 11268

① RIALS Street	1/25/11	scanned	Pf	29 Sept 2022
② Lease	4/18/11	19. Division Order		2/14/2023
③ Cover Letter & Fees	4/18/11	scanned	Pf	2-21-2023
④ Final Letter	11/29/11	20. Recon Billing		5/12/2025
5. Lease A	4/18/11	21. Recon Billing		5/12/2025
6. Lease B	4/18/11	Scanned	sm	05/13/2025
Scanned sm 4/11/13				
7. Rentals- Lease A- 4th year	10/29/2013			
8. Rentals- Lease B- 4th year	10/29/2013			
scanned Pf 7-30-14				
9. Pooling Agmt Packet #6797				
Oatman State 11-14 2H Unit	9/8/14			
Scanned Pf 10-29-14				
10. Ltr. From ConocoPhillips with				
recovered Oatman Unit #6797				
scanned Pf 1-13-15				
⑪ W-2, Notice of Spud 389-34296	8-15-14			
scanned Pf 8-10-15				
⑫ Assign ID #9731	8/22/16			
From ConocoPhillips To Three Rivers				
scanned Pf 10-26-16				
⑬ Recon Billing	8/14/17			
scanned Pf 8-24-2017				
14. Deep Rights Retention Form + Payment	12/29/17			
15. Letter accepting DRR	12/20/17			
scanned Pf 12-27-2017				
16. Assign #10625				
Three Riv Acq & Opn #10 14 PR 7-9-18				
scanned Pf 7-18-2018				
17. Division Order	7-1-19			
scanned Pf 7-11-2019				
18. Assign #11186 APR ① Retro #11186	9-19-22			

RAL REVIEW SHEET

Transaction # 7100

Geologist: R. Widmayer

Lessor: Reed-George Land & Minerals, Ltd.

Lease Date: 12/31/2010

UL ☐

Lessee: ConocoPhillips Company

Gross Acres: 641

Net Acres: 262.81

LEASE DESCRIPTION

County	PN#	Base File No	Part	Sec.	Block	Twp	Survey	Abst#
REEVES	07-103369	139457	ALL	14	53	00	PUBLIC SCHOOL LAND	4334

TERMS OFFERED

Primary Term: 5 years

Bonus/Acre: \$1,000.00

Rental/Acre: \$1.00

Royalty: 1/4

TERMS RECOMMENDED

Primary Term: 5 years

Bonus/Acre: \$1,000.00

Rental/Acre: \$1.00

Royalty: 1/4

COMPARISONS

MF #	Lessee	Date	Term	Bonus/Ac.	Rental/Ac.	Royalty	Distance
							Last Lease
Pending	Conoco Phillips CO	12-23-10	5 yrs	\$1,000.00	\$1.00	1/4	Adjacent East

Comments: 2nd and 3rd year rentals are paid up. 4th year rental will be \$1,000.00 per acre and will pay up the 5th year.

Approved: m 1/25/11

RELINQUISHMENT ACT LEASE APPLICATION

Texas General Land Office

Jerry Patterson, Commissioner

TO: Jerry Patterson, Commissioner
Larry Laine, Chief Clerk
Bill Warnick, General Counsel
Louis Renaud, Deputy Commissioner

DATE: 25-Jan-11

FROM: Robert Hatter, Director of Mineral Leasing
Tracey Throckmorton, Geoscience Manager

Applicant:	ConocoPhillips Company	County:	REEVES
Prim. Term:	5 years	Bonus/Acre	\$1,000.00
Royalty:	1/4	Rental/Acre	\$1.00

Consideration

Recommended: ML

Date: 1/25/11

Not Recommended: _____

Comments: 2nd and 3rd year rentals are paid up. 4th year rental will be \$1,000.00 per acre and will pay up the 5th year.

Lease Form

Recommended: RLA

Date: 2/23/11

Not Recommended: _____

Comments:

Louis Renaud, Deputy Commissioner

Date: 2-28-11

Recommended: CLR

Not Recommended: _____

Bill Warnick, General Counsel

Date: 3-2-11

Recommended: WTR

Not Recommended: _____

Larry Laine, Chief Clerk

Date: 3/3/11

Approved: LL

Not Approved: _____

Jerry Patterson, Commissioner

Date: 3/4/2011

Approved: Jerry E. Patterson

Not Approved: _____

File No. ~~10~~ 112 188

RIAL Sheep

Date Filed: ~~12/7/11~~ 1/25/11

Jerry E. Patterson, Commissioner

By GH

General Land Office

2/24/2011

RA7

Full Payment for Bonus Consideration
on your 5yr paid up Oil and Gas Lease
dated 12/31/10 covering all of Lessor's Net Mineral
Interest in Section 14, Reeves County, TX

400,625.00

400,625.00

11706567

121

11706567

Lease Account - Chec

400,625.00

R. D. Davis & Associates, Inc. Lease Account
General Land Office

8527

2/24/2011

Processing Fee - Reed-George and Oatman GLO Le

200.00

X
11706568

121

111 12

Lease Account - Chec

200.00

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

Receiver Payment Form

Date: 3/1/11

Mail Code: _____

Check: ✓

Cash: _____

Amount of Payment 400,625.00

Account Holder Name _____

For Bonus

Return Distribution Slip To _____

Received By: PAY

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

R. D. Davis & Associates, LLC.

Lease Account

5733 NW 132nd Street
Oklahoma City, OK 73142
(405) 720-2882

NBANC
OKLAHOMA CITY, OK 73116
39-277/1030

8526

2/24/2011

PAY TO THE ORDER OF General Land Office

\$ **400,625.00

Four Hundred Thousand Six Hundred Twenty-Five and 00/100*****

DOLLARS

General Land Office
1700 N. Congress, Suite 640
Stephen F. Austin Bldg
Austin, TX 78701-1495

Void if not cashed within 90 days

R. D. Davis

MP

MEMO

⑈008526⑈

R. D. Davis & Associates, Inc. Lease Account

8526

General Land Office

2/24/2011

Full Payment for Bonus Consideration
on your 5yr paid up Oil and Gas Lease
dated 12/31/10 covering all of Lessor's Net Mineral
Interest in Section 14, Reeves County, TX

400,625.00

400,625.00

Lease Account - Chec

400,625.00

R. D. Davis & Associates, LLC.

Lease Account

5733 NW 132nd Street
Oklahoma City, OK 73142
(405) 720-2882

NBANC
OKLAHOMA CITY, OK 73116
39-277/1030

8527

2/24/2011

PAY TO THE ORDER OF General Land Office

\$ **200.00

Two Hundred and 00/100*****

DOLLARS 1

General Land Office
1700 N. Congress, Suite 640
Stephen F. Austin Bldg
Austin, TX 78701-1495

Void If not cashed within 90 days

R.D. Davis

MP

⑈008527⑈

R. D. Davis & Associates, Inc. Lease Account

General Land Office

2/24/2011

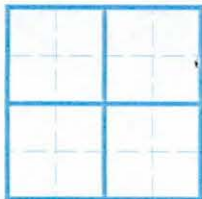
8527

Processing Fee - Reed-George and Oatman GLO Le

200.00

Lease Account - Chec

200.00



R. D. Davis & Associates, LLC

Petroleum Land Services since 1978

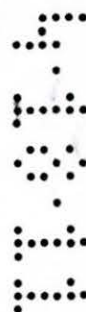
5733 N. W. 132nd Street
Oklahoma City, OK 73142

Ofc. 405.720.2882

Fax: 405.720.0770

E-Mail: randy_davis@rddinc.net

scott_davis@rddinc.net



April 12, 2011

CERTIFIED MAIL

70110470000223095029

To: Mr. Drew Reid
The Texas General Land Office
P.O. Box 1287
Austin, TX 78711-2873

**RE: GLO Oil and Gas Leases
Reeves County, TX**

Dear Drew:

Enclosed please find the certified copies of the Original General Land Office Oil and Gas Leases for the following:

All of Section 14, Block 53, PSL Survey, Abstract 4334:

W.W. Oatman, Carolyn C. Oatman Trust, Warren Malcolm Clark Trust
Reed-George Land & Minerals, Ltd.

If you need additional information, please call.

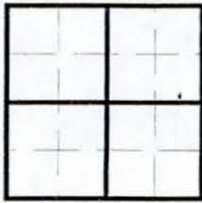
Sincerely,

R.D. DAVIS & ASSOCIATES, LLC

Allyson Bagley

AB/ab

Enclosures



R. D. Davis & Associates, LLC

Petroleum Land Services since 1978

5733 N. W. 132nd Street
Oklahoma City, OK 73142

Office: 405.720.2882

Fax: 405.720.0770

January 14, 2011

Mineral Leasing Division
Texas General Land Office
Attn: Drew Reid
1700 North Congress Avenue, Room 600
Austin, TX 78701-1495

500.00 rental per year

RE: Submission of Oil and Gas Leases for Approval

Dear Mr. Reid:

Enclosed for your review are the following leases:

1. Pleasant Street Limited, Sec. 1, Blk. 53, PSL Survey, Abstract 2628 and;
E2 W/2 of Sec. 12, Blk. 53, PSL Survey, Abstract 2630
\$1000.00 per net mineral acre, 5 year lease term, \$1.00 rental being paid for the first 3 years,
\$1000.00 per net mineral acre covering years 4 and 5, 25% Royalty.
2. Sage Green Company, Sec. 1, Blk. 53, PSL Survey, Abstract 2628 and;
E2 W/2 of Sec. 12, Blk. 53, PSL Survey, Abstract 2630
\$1000.00 per net mineral acre, 5 year lease term, \$1.00 rental being paid for the first 3 years,
\$1000.00 per net mineral acre covering years 4 and 5, 25% Royalty.
3. Pleasant Street Limited, Sec. 13, Blk. 53, PSL Survey, Abstract 2631 and;
W/2 and NE/4 of Sec. 47, Blk. 45, PSL Survey, Abstract 2629 and;
Southern most 400.98 acres of Sec. 48, Blk. 45, PSL Survey, Abstract 2948
\$1000.00 per net mineral acre, 5 year lease term, \$1.00 rental being paid for the first 3 years,
\$1000.00 per net mineral acre covering years 4 and 5, 25% Royalty.
4. Sage Green Company, Sec. 13, Blk. 53, PSL Survey, Abstract 2631 and;
W/2 and NE/4 of Sec. 47, Blk. 45, PSL Survey, Abstract 2629 and;
Southern most 400.98 acres of Sec. 48, Blk. 45, PSL Survey, Abstract 2948
\$1000.00 per net mineral acre, 5 year lease term, \$1.00 rental being paid for the first 3 years,
\$1000.00 per net mineral acre covering years 4 and 5, 25% Royalty.
- ✓ 5. Reed-George Land & Minerals, Ltd., Sec. 14, Blk. 53, PSL Survey, Abstract 4334
\$1000.00 per net mineral acre, 5 year lease term, \$1.00 rental being paid for the first 3 years,
\$1000.00 per net mineral acre covering years 4 and 5, 25% Royalty.

Please feel free to contact me with any questions.

Cordially,

R.D. DAVIS & ASSOCIATES, LLC

R.D. Davis
R. D. Davis
Managing Member

RDD:cg
enclosures

File No. 11288

(3)

Cover Letter & Fees

Date Filed: ~~12/11~~ 4/18/11

Jerry E. Patterson, Commissioner

By CH

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

November 29, 2011

Johnna Austin
ConocoPhillips
PO Box 2197
Houston, Texas 77252

Re: State Lease No. MF112188

Two RAL undivided interest leases covering Sec 14, Blk 53,
PSL Survey, Reeves Co, TX
See page 2 for description of each lease

Dear Ms. Austin:

The referenced certified copies of the Relinquishment Act leases covering the referenced tract have been approved and filed in our records under the Mineral File numbers described on page 2 and 3 of this letter. **Please refer to these numbers when making payments to the State and in all future correspondence concerning the leases. Failure to include the mineral file numbers may delay processing of any payments towards the leases.**

There are several contractual and statutory responsibilities for the Lessee which are material provisions of the lease as outlined in the agreement such as Section 10(B) which requires submission of written notice for all drilling, production and related activities. When forms are filed with the Texas Railroad Commission, they are required to be submitted to the General Land Office as well. Examples are W-1, Application to Drill; W-2, Oil Well Completion Report and Log; G-1, Gas Well Completion Report and Log; W-3, Plugging Report; G-5, Gas Well Classification Report; G-10, Gas Well Status Report; W-10, Oil Well Status Report; W-12, Inclination Report; electric logs; directional surveys.

Chapter 52 of the Texas Natural Resources Codes specifies that the surface owner's right to receive a portion of the revenues generated by the lease shall be in lieu of all damages to the soil. Therefore, any payments made for surface use or damages other than the authorized damages set out in the lease form must be shared equally with the state.

The remittance by R.D. Davis & Associates totaling **\$400,625.00** has been applied to the State's portion of the cash bonuses. We also acknowledge remittance by R.D. Davis and Associates of **\$200.00** which has been applied to the filing fees and the processing fee.

Sincerely yours,

Drew Reid
Minerals Leasing, Energy Resources
(512) 475-1534
drew.reid@glo.texas.gov

c: Randy Davis, R.D. Davis & Associates, 5733 NW 132nd St., Oklahoma City, OK 73142

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

Johnna Austin
November 29, 2011
Page 2

State Mineral Lease No.	112188A	W. W. Oatman, etal, agents for State of TX, Lessors Dated 12/31/10, Recorded Book 868, Page 41 Bonus tendered \$236,368.75
	112188B	Reed-George Land & Minerals, agent for State of TX, Lessor Dated 12/31/10, Recorded Book 868, Page 31 Bonus tendered \$164,256.25

File No. 112188

Final letter

Date Filed: ~~12/7/11~~ 11/29/11

Jerry E. Patterson, Commissioner

By ah

FILE # 981

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

MF 112 188A

The State of Texas

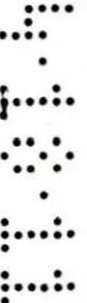


Austin, Texas

OIL AND GAS LEASE

2nd & 3rd yr Rental
Paid

4th yr Rental \$1000.00
Paid



THIS AGREEMENT is made and entered into this 31st day of December, 2010, between the State of Texas, acting by and through its agent, W. W. Oatman, Carolyn C. Oatman Trust, Carolyn C. Oatman, a/k/a Carolyn Clark Oatman, Trustee, Warren Malcolm Clark Trust, Warren Malcolm Clark Trustee with Carolyn Clark Oatman, a/k/a Carolyn C. Oatman as Agent and Attorney-in-Fact, Surface Owner and Agent for the State of Texas

of P. O. Box 310, Bastrop, TX 78602-0310

(Give Permanent Address)

said agent herein referred to as the owner of the soil (whether one or more), and ConocoPhillips Company

of P. O. Box 7500, Bartlesville, OK 74005-7500

hereinafter called Lessee.

(Give Permanent Address)

1. GRANTING CLAUSE. For and in consideration of the amounts stated below and of the covenants and agreements to be paid, kept and performed by Lessee under this lease, the State of Texas acting by and through the owner of the soil, hereby grants, leases and lets unto Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power stations, telephone lines and other structures thereon, to produce, save, take care of, treat and transport said products of the lease, the following lands situated in Reeves County, State of Texas, to-wit:

All of Section 14, Block 53 PSL Survey, Abstract 4334,

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISIONS.
This document may be executed in multiple counterparts which taken together will constitute a single document.

containing 641.00 acres, more or less. The bonus consideration paid for this lease is as follows:

To the State of Texas: Two Hundred Thirty Six Thousand Three Hundred Sixty Eight Dollars and 75/100
Dollars (\$236,368.75)

To the owner of the soil: Two Hundred Thirty Six Thousand Three Hundred Sixty Eight Dollars and 75/100
Dollars (\$236,368.75)

Total bonus consideration: Four Hundred Seventy Two Thousand Seven Hundred Thirty Seven Dollars and 50/100
Dollars (\$472,737.50)

The total bonus consideration paid represents a bonus of One Thousand Two Hundred Fifty Dollars and No/100

Dollars (\$1,250.00) per acre, on 378.19 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of Five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land. As used in this lease, the term "produced in paying quantities" means that the receipts from the sale or other authorized commercial use of the substance(s) covered exceed out of pocket operational expenses for the six months last past.



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

3. **DELAY RENTALS.** If no well is commenced on the leased premises on or before one (1) year from this date, this lease shall terminate, unless on or before such anniversary date Lessee shall pay or tender to the owner of the soil or to his credit in the Direct to Lessor

Bank, at _____ or its successors (which shall continue as the depository regardless of changes in the ownership of said land), the amount specified below; in addition, Lessee shall pay or tender to the COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, a like sum on or before said date. Payments under this paragraph shall operate as a rental and shall cover the privilege of deferring the commencement of a well for one (1) year from said date. Payments under this paragraph shall be in the following amounts:

To the owner of the soil: SEE EXHIBIT "A"

Dollars (\$) _____

To the State of Texas: _____

Dollars (\$) _____

Total Delay Rental: _____

Dollars (\$) _____

In a like manner and upon like payments or tenders annually, the commencement of a well may be further deferred for successive periods of one (1) year each during the primary term. All payments or tenders of rental to the owner of the soil may be made by check or sight draft of Lessee, or any assignee of this lease, and may be delivered on or before the rental paying date. If the bank designated in this paragraph (or its successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payments or tenders of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.

4. **PRODUCTION ROYALTIES.** Upon production of oil and/or gas, Lessee agrees to pay or cause to be paid one-half (1/2) of the royalty provided for in this lease to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, and one-half (1/2) of such royalty to the owner of the soil:

(A) **OIL.** Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be 25% part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the leased premises is sold, used or processed in a plant, it will be run free of cost to the royalty owners through an adequate oil and gas separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered. The requirement that such gas be run through a separator or other equipment may be waived, in writing, by the royalty owners upon such terms and conditions as they prescribe.

(B) **NON PROCESSED GAS.** Royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) shall be 25% part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is the greater; provided that the maximum pressure base in measuring the gas under this lease shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to tests made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

(C) **PROCESSED GAS.** Royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons shall be 25% part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%), or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arm's length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area, or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) **OTHER PRODUCTS.** Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead," "dry," or any other gas, by fractionating, burning or any other processing shall be 25% part of the gross production of such products, or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such market value to be determined as follows: 1) on the basis of the highest market price of each product for the same month in which such product is produced, or 2) on the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

5. **MINIMUM ROYALTY.** During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid under this lease in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to the total annual rental less the amount of royalties paid during the preceding year. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre.



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

6. ROYALTY IN KIND. Notwithstanding any other provision in this lease, at any time or from time to time, the owner of the soil or the Commissioner of the General Land Office may, at the option of either, upon not less than sixty (60) days notice to the holder of the lease, require that the payment of any royalties accruing to such royalty owner under this lease be made in kind. The owner of the soil or the Commissioner of the General Land Office's right to take its royalty in kind shall not diminish or negate the owner of the soil's or the Commissioner of the General Land Office's rights or Lessee's obligations, whether express or implied, under this lease.

7. NO DEDUCTIONS. Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. Lessee agrees to compute and pay royalties on the gross value received, including any reimbursements for severance taxes and production related costs.

8. PLANT FUEL AND RECYCLED GAS. No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding any other provision of this lease, and subject to the written consent of the owner of the soil and the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.

9. ROYALTY PAYMENTS AND REPORTS. All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin to accrue when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

10. (A) RESERVES, CONTRACTS AND OTHER RECORDS. Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) PERMITS, DRILLING RECORDS. Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. All applications, permits, reports or other filings that reference this lease or any specific well on the leased premises and that are submitted to the Texas Railroad Commission or any other governmental agency shall include the word "State" in the title. Additionally, in accordance with Railroad Commission rules, any signage on the leased premises for the purpose of identifying wells, tank batteries or other associated improvements to the land must also include the word "State." Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

(C) PENALTIES. Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.

11. DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM. If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking



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operations pursuant to Paragraph 13, using the expiration of the primary term as the date of cessation of production under Paragraph 13. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises, payments may be made in accordance with the shut-in provisions hereof.

12. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM. If, at the expiration of the primary term, neither oil nor gas is being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional wells are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this lease.

13. CESSATION, DRILLING, AND REWORKING. If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

14. SHUT-IN ROYALTIES. For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If, at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease, but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after the Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. Such payment shall be made one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.

15. COMPENSATORY ROYALTIES. If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly, one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil, beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. Compensatory royalty payments which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

16. RETAINED ACREAGE. Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.

(A) VERTICAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 14 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Texas Natural Resources Code 52.151-52.154, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress to and egress from the lands still subject to this lease for all purposes described in Paragraph 1 hereof, together with easements and rights-of-way for existing roads, existing pipelines and other existing facilities on, over and across all the lands described in Paragraph 1 hereof ("the retained lands"), for access to and from the retained lands and for the gathering or transportation of oil, gas and other minerals produced from the retained lands.



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(B) **HORIZONTAL.** In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 16 (A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

(C) **IDENTIFICATION AND FILING.** The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the Commissioner of the General Land Office. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes.

17. **OFFSET WELLS.** Neither the bonus, delay rentals, nor royalties paid, or to be paid, under this lease shall relieve Lessee of his obligation to protect the oil and gas under the above-described land from being drained. Lessee, sublessee, receiver or other agent in control of the leased premises shall drill as many wells as the facts may justify and shall use appropriate means and drill to a depth necessary to prevent undue drainage of oil and gas from the leased premises. In addition, if oil and/or gas should be produced in commercial quantities within 1,000 feet of the leased premises, or in any case where the leased premises is being drained by production of oil or gas, the Lessee, sublessee, receiver or other agent in control of the leased premises shall in good faith begin the drilling of a well or wells upon the leased premises within 100 days after the draining well or wells or the well or wells completed within 1,000 feet of the leased premises start producing in commercial quantities and shall prosecute such drilling with diligence. Failure to satisfy the statutory offset obligation may subject this lease and the owner of the soil's agency rights to forfeiture. Only upon the determination of the Commissioner of the General Land Office and with his written approval may the payment of compensatory royalty under applicable statutory parameters satisfy the obligation to drill an offset well or wells required under this paragraph.

18. **FORCE MAJEURE.** If, after a good faith effort, Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling operations on the leased premises, or from producing oil or gas from the leased premises by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply with such covenants; additionally, this lease shall be extended while Lessee is prevented, by any such cause, from conducting drilling and reworking operations or from producing oil or gas from the leased premises. However, nothing in this paragraph shall suspend the payment of delay rentals in order to maintain this lease in effect during the primary term in the absence of such drilling or reworking operations or production of oil or gas.

19. **WARRANTY CLAUSE.** The owner of the soil warrants and agrees to defend title to the leased premises. If the owner of the soil defaults in payments owed on the leased premises, then Lessee may redeem the rights of the owner of the soil in the leased premises by paying any mortgage, taxes or other liens on the leased premises. If Lessee makes payments on behalf of the owner of the soil under this paragraph, Lessee may recover the cost of these payments from the rental and royalties due the owner of the soil.

20. (A) **PROPORTIONATE REDUCTION CLAUSE.** If the owner of the soil owns less than the entire undivided surface estate in the above described land, whether or not Lessee's interest is specified herein, then the royalties and rental herein provided to be paid to the owner of the soil shall be paid to him in the proportion which his interest bears to the entire undivided surface estate and the royalties and rental herein provided to be paid to the Commissioner of the General Land Office of the State of Texas shall be likewise proportionately reduced. However, before Lessee adjusts the royalty or rental due to the Commissioner of the General Land Office, Lessee or his authorized representative must submit to the Commissioner of the General Land Office a written statement which explains the discrepancy between the interest purportedly leased under this lease and the actual interest owned by the owner of the soil. The Commissioner of the General Land Office shall be paid the value of the whole production allocable to any undivided interest not covered by a lease, less the proportionate development and production cost allocable to such undivided interest. However, in no event shall the Commissioner of the General Land Office receive as a royalty on the gross production allocable to the undivided interest not leased an amount less than the value of one-sixteenth (1/16) of such gross production.

(B) **REDUCTION OF PAYMENTS.** If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board and the owner of the soil in accordance with Natural Resources Code Sections 52.151-52.154, or if, at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.

21. **USE OF WATER.** Lessee shall have the right to use water produced on said land necessary for operations under this lease except water from wells or tanks of the owner of the soil; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for waterflood operations without the prior consent of the owner of the soil.

22. **AUTHORIZED DAMAGES.** Lessee shall pay the owner of the soil for damages caused by its operations to all personal property, improvements, livestock and crops on said land.

23. **PIPELINE DEPTH.** When requested by the owner of the soil, Lessee shall bury its pipelines below plow depth.

24. **WELL LOCATION LIMIT.** No well shall be drilled nearer than two hundred (200) feet to any house or barn now on said premises without the written consent of the owner of the soil.



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25. POLLUTION. In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon. Lessee shall, while conducting operations on the leased premises, keep said premises free of all rubbish, cans, bottles, paper cups or garbage, and upon completion of operations shall restore the surface of the land to as near its original condition and contours as is practicable. Tanks and equipment will be kept painted and presentable.

26. REMOVAL OF EQUIPMENT. Subject to limitations in this paragraph, Lessee shall have the right to remove machinery and fixtures placed by Lessee on the leased premises, including the right to draw and remove casing, within one hundred twenty (120) days after the expiration or the termination of this lease unless the owner of the soil grants Lessee an extension of this 120-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.

27. (A) ASSIGNMENTS. Under the conditions contained in this paragraph and Paragraph 29 of this lease, the rights and estates of either party to this lease may be assigned, in whole or in part, and the provisions of this lease shall extend to and be binding upon their heirs, devisees, legal representatives, successors and assigns. However, a change or division in ownership of the land, rentals, or royalties will not enlarge the obligations of Lessee, diminish the rights, privileges and estates of Lessee, impair the effectiveness of any payment made by Lessee or impair the effectiveness of any act performed by Lessee. And no change or division in ownership of the land, rentals, or royalties shall bind Lessee for any purpose until thirty (30) days after the owner of the soil (or his heirs, devisees, legal representatives or assigns) furnishes the Lessee with satisfactory written evidence of the change in ownership, including the original recorded muniments of title (or a certified copy of such original) when the ownership changed because of a conveyance. A total or partial assignment of this lease shall, to the extent of the interest assigned, relieve and discharge Lessee of all subsequent obligations under this lease. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals shall be apportioned as between the several owners ratably, according to the area of each, and failure by one or more of them to pay his share of the rental shall not affect this lease on the part of the land upon which pro rata rentals are timely paid or tendered; however, if the assignor or assignee does not file a certified copy of such assignment in the General Land Office before the next rental paying date, the entire lease shall terminate for failure to pay the entire rental due under Paragraph 3. Every assignee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior assignee of the lease, including any liabilities to the State for unpaid royalties.

(B) ASSIGNMENT LIMITATION. Notwithstanding any provision in Paragraph 27(a), if the owner of the soil acquires this lease in whole or in part by assignment without the prior written approval of the Commissioner of the General Land Office, this lease is void as of the time of assignment and the agency power of the owner may be forfeited by the Commissioner. An assignment will be treated as if it were made to the owner of the soil if the assignee is:

- (1) a nominee of the owner of the soil;
- (2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
- (3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
- (4) a principal stockholder or employee of the corporation which is the owner of the soil;
- (5) a partner or employee in a partnership which is the owner of the soil;
- (6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
- (7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.

28. RELEASES. Under the conditions contained in this paragraph and Paragraph 29, Lessee may at any time execute and deliver to the owner of the soil and place of record a release or releases covering any portion or portions of the leased premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. If any part of this lease is properly surrendered, the delay rental due under this lease shall be reduced by the proportion that the surrendered acreage bears to the acreage which was covered by this lease immediately prior to such surrender; however, such release will not relieve Lessee of any liabilities which may have accrued under this lease prior to the surrender of such acreage.

29. FILING OF ASSIGNMENTS AND RELEASES. If all or any part of this lease is assigned or released, such assignment or release must be recorded in the county where the land is situated, and the recorded instrument, or a copy of the recorded instrument certified by the County Clerk of the county in which the instrument is recorded, must be filed in the General Land Office within 90 days of the last execution date accompanied by the prescribed filing fee. If any such assignment is not so filed, the rights acquired under this lease shall be subject to forfeiture at the option of the Commissioner of the General Land Office.

30. DISCLOSURE CLAUSE. All provisions pertaining to the lease of the above-described land have been included in this instrument, including the statement of the true consideration to be paid for the execution of this lease and the rights and duties of the parties. Any collateral agreements concerning the development of oil and gas from the leased premises which are not contained in this lease render this lease invalid.

31. FIDUCIARY DUTY. The owner of the soil owes the State a fiduciary duty and must fully disclose any facts affecting the State's interest in the leased premises. When the interests of the owner of the soil conflict with those of the State, the owner of the soil is obligated to put the State's interests before his personal interests.

32. FORFEITURE. If Lessee shall fail or refuse to make the payment of any sum within thirty days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or if Lessee should refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the



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Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease under the terms of the Relinquishment Act. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

33. LIEN. In accordance with Texas Natural Resources Code 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by Texas Natural Resources Code 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 1, Chap. 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

34. POOLING. Lessee is hereby granted the right to pool or unitize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or unitizing of the interest of the State under this lease pursuant to Texas Natural Resources Code 52.151-52.154. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.

35. INDEMNITY. Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. **EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.**

36. ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. **LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT THE LEASED PREMISES. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.**

37. APPLICABLE LAW. This lease is issued under the provisions of Texas Natural Resources Code 52.171 through 52.190, commonly known as the Relinquishment Act, and other applicable statutes and amendments thereto, and if any provision in this lease does not conform to these statutes, the statutes will prevail over any nonconforming lease provisions.



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

38. EXECUTION. This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas. Once the filing requirements found in Paragraph 39 of this lease have been satisfied, the effective date of this lease shall be the date found on Page 1.

39. LEASE FILING. Pursuant to Chapter 9 of the Texas Business and Commerce Code, this lease must be filed of record in the office of the County Clerk in any county in which all or any part of the leased premises is located, and certified copies thereof must be filed in the General Land Office. This lease is not effective until a certified copy of this lease (which is made and certified by the County Clerk from his records) is filed in the General Land Office in accordance with Texas Natural Resources Code 52.183. Additionally, this lease shall not be binding upon the State unless it recites the actual and true consideration paid or promised for execution of this lease. The bonus due the State and the prescribed filing fee shall accompany such certified copy to the General Land Office.

LESSEE

BY: Robert N. Welch

Title: Attorney-in-Fact

Date: 2/28/2011

STATE OF TEXAS

BY: [Signature]

Individually and as agent for the State of Texas

Date: 12-31-10

STATE OF TEXAS

BY: Carlynn C. Oatman, Sec

Individually and as agent for the State of Texas

Date: 12-31-10

STATE OF TEXAS

BY: Carlynn C. Oatman, Agt

Individually and as agent for the State of Texas

Date: 12-31-10

STATE OF TEXAS

BY: _____

Individually and as agent for the State of Texas

Date: 12-31-10



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Original filed in
Reeves County
Clerks Office

STATE OF Texas
COUNTY OF Harris

(CORPORATION ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared Robert N. Welch, Attorney-in-Fact
known to me to be the person whose name is subscribed to the foregoing instruments as Attorney in Fact
of ConocoPhillips Company and acknowledged to me that he
executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 31 day of December, 2010.



Debbie Lynn Wright
Notary Public in and for State of Texas

STATE OF _____
COUNTY OF _____

(CORPORATION ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared _____
known to me to be the person whose name is subscribed to the foregoing instruments as _____
of _____ and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 31 day of December, 2010.

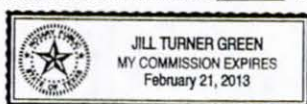
Notary Public in and for _____

STATE OF Texas
COUNTY OF Bastrop

(INDIVIDUAL ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared W. W. Oatman
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office this the 31 day of December, 2010.



Jill Turner Green
Notary Public in and for State of Texas

STATE OF Texas
COUNTY OF Bastrop

(INDIVIDUAL ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared Carolyn C. Oatman, a/k/a Carolyn Clark Oatman, Trustee of the
Carolyn C. Oatman Trust Carolyn C. Oatman, a/k/a Carolyn Clark Oatman, Trustee
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office this the 31 day of December, 2010.



Jill Turner Green
Notary Public in and for State of Texas



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

STATE OF TEXAS _____

(CORPORATION ACKNOWLEDGMENT)

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____
known to me to be the person whose name is subscribed to the foregoing instruments as _____
of _____ and acknowledged to me that he
executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the _____ day of _____, 20____.

Notary Public in and for _____

STATE OF TEXAS _____

(CORPORATION ACKNOWLEDGMENT)

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____
known to me to be the person whose name is subscribed to the foregoing instruments as _____
of _____ and acknowledged to me that he
executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the _____ day of _____, 20____.

Notary Public in and for _____

STATE OF TEXAS _____

(INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF Burnet

BEFORE ME, the undersigned authority, on this day personally appeared Warren Malcolm Clark Trust, Warren Malcom Clark, Trustee with Carolyn Clark Oatman, a/k/a Carolyn C. Oatman as Agent and Attorney-in-Fact
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 31st day of December 31, 2010.



Jill Turner Green
Notary Public in and for State of Texas

STATE OF TEXAS _____

(INDIVIDUAL ACKNOWLEDGMENT)

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, 20____.

Notary Public in and for _____



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

EXHIBIT "A"

Attached to and made part of that certain Oil, Gas and Mineral Lease dated December 31st, 2010 between W. W. Oatman, Carolyn C. Oatman Trust, Carolyn C. Oatman, a/k/a Carolyn Clark Oatman, Trustee, Warren Malcolm Clark Trust, Warren Malcolm Clark Trustee with Carolyn Clark Oatman, a/k/a Carolyn C. Oatman, as Agent and as Attorney-in-Fact, Lessor (whether one or more) and ConocoPhillips Company, Lessee, covering:

Section 14, Block 53, PSL Survey, Abstract 4334, Reeves County, Texas, containing 641.00 gross acres, more or less.

1. Notwithstanding anything to the contrary contained in Paragraph Three (3) of this Lease, for all purposes this lease shall be a fully paid-up Oil, Gas and Mineral Lease for the first three years. Delay Rentals have been paid in full with the Bonus Consideration tendered herein. Delay Rental payment was based on a \$1.00 per net mineral acre per year for Two (2) Years concluding a \$2.00 per acre paid-up Rental Payment was made in advance for the Two Year Period on the net mineral acres indicated in this Lease.
2. Payments of Minimum Royalty and Shut In Royalty. Paragraph 5 (minimum Royalty) and Paragraph 14 (Shut In Royalty) contains a reference to a computation based upon the Delay Rental amount specified in Paragraph 3 however, notwithstanding anything contained herein to the contrary, the undersigned do hereby recognize, acknowledge and agree that (i) all minimum royalty payments due pursuant paragraph 5 shall be calculated on the bases on the delay rental being one dollar (\$1.00) per acre, (ii) all shut in royalty payments due pursuant to paragraph 14 shall be calculated on the bases of double the annual rental amount one dollar (\$1.00) per acre (being two dollars (\$2.00) per acre), but not less than \$1200.00 per year for each well capable of producing oil and gas in paying quantities.
3. The rentals for the 1st anniversary date and the 2nd anniversary date have been prepaid with the bonus for this lease and no additional payment for the 1st anniversary date and the 2nd anniversary date are due and payable. The total payment to the State and to the owner of the soil \$1,000.00 per acre. The State and the owner of the soil have split the total payment of \$1,000.00 per acres equally, on 378.19 net mineral acres.

If Delay Rentals are paid on or before the 3rd anniversary date, the total rental paid shall be \$378,190.00

said payment will include a prepayment for the Delay Rental for the 4th anniversary date. Payment shall be made as follows:

To the owner of the soil: \$189,095.00

To the State of Texas: \$189,095.00

Signed for Identification Purposes Only:

W. W. Oatman

W. W. Oatman

Carolyn Clark Oatman, Trustee

Carolyn Clark Oatman, a/k/a Carolyn C. Oatman, Trustee

Carolyn Clark Oatman, Agent/Attorney-in-Fact

Warren Malcolm Clark, Trustee

Carolyn Clark Oatman, a/k/a Carolyn C. Oatman as Agent and Attorney-in-Fact

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

FILE # 981

FILED FOR RECORD ON THE 2ND DAY OF MARCH A.D. 2011 12:17 P.M.

DULY RECORDED ON THE 8TH DAY OF MARCH A.D. 2011 9:00 A.M.

BY: *Dianne O. Florez*

DEPUTY

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

110000

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File No. 112188
Lease
Date Filed: 4/18/11
Jerry E. Patterson, Commissioner
C-6

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF REEVES

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office, found in VOL. 868, PAGE 41 THRU 51 OFFICIAL PUBLIC RECORDS



I hereby certified on 03/17/2011

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

BY

[Signature] DEPUTY

FILE # 980

General Land Office
Relinquishment Act Lease Form
Revised, September 1997

MF 112188B

The State of Texas



Austin, Texas

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 31st day of December, 2010, between the State of Texas, acting by and through its agent, Reed-George Land & Minerals, Ltd. Surface Owner and Agent for the State of Texas

of P. O. Box 310, Bastrop, TX 78602-0310

(Give Permanent Address)

said agent herein referred to as the owner of the soil (whether one or more), and ConocoPhillips Company

of P. O. Box 7500, Bartlesville, OK 74005-7500

(Give Permanent Address)

hereinafter called Lessee.

1. GRANTING CLAUSE. For and in consideration of the amounts stated below and of the covenants and agreements to be paid, kept and performed by Lessee under this lease, the State of Texas acting by and through the owner of the soil, hereby grants, leases and lets unto Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power stations, telephone lines and other structures thereon, to produce, save, take care of, treat and transport said products of the lease, the following lands situated in Reeves County, State of Texas, to-wit:

All of Section 14, Block 53 PSL Survey, Abstract 4334.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISIONS.

containing 641.00 acres, more or less. The bonus consideration paid for this lease is as follows:

To the State of Texas: One Hundred Sixty Four Thousand Two Hundred Fifty Six Dollars and 25/100

Dollars (\$164,256.25)

To the owner of the soil: One Hundred Sixty Four Thousand Two Hundred Fifty Six Dollars and 25/100

Dollars (\$164,256.25)

Total bonus consideration: Three Hundred Twenty Eight Thousand Five Hundred Twelve Dollars and 50/100

Dollars (\$328,512.50)

The total bonus consideration paid represents a bonus of One Thousand Two Hundred Fifty Dollars and No/100

Dollars (\$1,250.00) per acre, on 262.81 net acres.

2. TERM. Subject to the other provisions in this lease, this lease shall be for a term of Five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land. As used in this lease, the term "produced in paying quantities" means that the receipts from the sale or other authorized commercial use of the substance(s) covered exceed out of pocket operational expenses for the six months last past.



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Clerks Office

3. DELAY RENTALS. If no well is commenced on the leased premises on or before one (1) year from this date, this lease shall terminate, unless on or before such anniversary date Lessee shall pay or tender to the owner of the soil or to his credit in the _____

PAY DIRECT TO LESSOR Bank, at _____, or its successors (which shall continue as the depository regardless of changes in the ownership of said land), the amount specified below; in addition, Lessee shall pay or tender to the COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, a like sum on or before said date. Payments under this paragraph shall operate as a rental and shall cover the privilege of deferring the commencement of a well for one (1) year from said date. Payments under this paragraph shall be in the following amounts:

To the owner of the soil: SEE EXHIBIT "A"
Dollars (\$ _____)
To the State of Texas: _____
Dollars (\$ _____)
Total Delay Rental: _____
Dollars (\$ _____)

In a like manner and upon like payments or tenders annually, the commencement of a well may be further deferred for successive periods of one (1) year each during the primary term. All payments or tenders of rental to the owner of the soil may be made by check or sight draft of Lessee, or any assignee of this lease, and may be delivered on or before the rental paying date. If the bank designated in this paragraph (or its successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payments or tenders of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.

4. PRODUCTION ROYALTIES. Upon production of oil and/or gas, Lessee agrees to pay or cause to be paid one-half (1/2) of the royalty provided for in this lease to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, and one-half (1/2) of such royalty to the owner of the soil:

(A) OIL. Royalty payable on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also as all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, shall be 25% part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the leased premises is sold, used or processed in a plant, it will be run free of cost to the royalty owners through an adequate oil and gas separator of conventional type, or other equipment at least as efficient, so that all liquid hydrocarbons recoverable from the gas by such means will be recovered. The requirement that such gas be run through a separator or other equipment may be waived, in writing, by the royalty owners upon such terms and conditions as they prescribe.

(B) NON PROCESSED GAS. Royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) shall be 25% part of the gross production or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is the greater; provided that the maximum pressure base in measuring the gas under this lease shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to tests made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

(C) PROCESSED GAS. Royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons shall be 25% part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this lease, and on fifty percent (50%), or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons attributable to the gas produced from this lease; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arm's length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area, or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) OTHER PRODUCTS. Royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead," "dry," or any other gas, by fractionating, burning or any other processing shall be 25% part of the gross production of such products, or the market value thereof, at the option of the owner of the soil or the Commissioner of the General Land Office, such market value to be determined as follows: 1) on the basis of the highest market price of each product for the same month in which such product is produced, or 2) on the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

5. MINIMUM ROYALTY. During any year after the expiration of the primary term of this lease, if this lease is maintained by production, the royalties paid under this lease in no event shall be less than an amount equal to the total annual delay rental herein provided; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of this lease a sum equal to the total annual rental less the amount of royalties paid during the preceding year. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre.



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Original filed in
Reeves County
Clerks Office

6. ROYALTY IN KIND. Notwithstanding any other provision in this lease, at any time or from time to time, the owner of the soil or the Commissioner of the General Land Office may, at the option of either, upon not less than sixty (60) days notice to the holder of the lease, require that the payment of any royalties accruing to such royalty owner under this lease be made in kind. The owner of the soil's or the Commissioner of the General Land Office's right to take its royalty in kind shall not diminish or negate the owner of the soil's or the Commissioner of the General Land Office's rights or Lessee's obligations, whether express or implied, under this lease.

7. NO DEDUCTIONS. Lessee agrees that all royalties accruing under this lease (including those paid in kind) shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and otherwise making the oil, gas and other products hereunder ready for sale or use. Lessee agrees to compute and pay royalties on the gross value received, including any reimbursements for severance taxes and production related costs.

8. PLANT FUEL AND RECYCLED GAS. No royalty shall be payable on any gas as may represent this lease's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding any other provision of this lease, and subject to the written consent of the owner of the soil and the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the leased premises or for injection into any oil or gas producing formation underlying the leased premises after the liquid hydrocarbons contained in the gas have been removed; no royalties shall be payable on the recycled gas until it is produced and sold or used by Lessee in a manner which entitles the royalty owners to a royalty under this lease.

9. ROYALTY PAYMENTS AND REPORTS. All royalties not taken in kind shall be paid to the Commissioner of the General Land Office at Austin, Texas, in the following manner:

Payment of royalty on production of oil and gas shall be as provided in the rules set forth in the Texas Register. Rules currently provide that royalty on oil is due and must be received in the General Land Office on or before the 5th day of the second month succeeding the month of production, and royalty on gas is due and must be received in the General Land Office on or before the 15th day of the second month succeeding the month of production, accompanied by the affidavit of the owner, manager or other authorized agent, completed in the form and manner prescribed by the General Land Office and showing the gross amount and disposition of all oil and gas produced and the market value of the oil and gas, together with a copy of all documents, records or reports confirming the gross production, disposition and market value including gas meter readings, pipeline receipts, gas line receipts and other checks or memoranda of amount produced and put into pipelines, tanks, or pools and gas lines or gas storage, and any other reports or records which the General Land Office may require to verify the gross production, disposition and market value. In all cases the authority of a manager or agent to act for the Lessee herein must be filed in the General Land Office. Each royalty payment shall be accompanied by a check stub, schedule, summary or other remittance advice showing by the assigned General Land Office lease number the amount of royalty being paid on each lease. If Lessee pays his royalty on or before thirty (30) days after the royalty payment was due, then Lessee owes a penalty of 5% on the royalty or \$25.00, whichever is greater. A royalty payment which is over thirty (30) days late shall accrue a penalty of 10% of the royalty due or \$25.00 whichever is greater. In addition to a penalty, royalties shall accrue interest at a rate of 12% per year; such interest will begin to accrue when the royalty is sixty (60) days overdue. Affidavits and supporting documents which are not filed when due shall incur a penalty in an amount set by the General Land Office administrative rule which is effective on the date when the affidavits or supporting documents were due. The Lessee shall bear all responsibility for paying or causing royalties to be paid as prescribed by the due date provided herein. Payment of the delinquency penalty shall in no way operate to prohibit the State's right of forfeiture as provided by law nor act to postpone the date on which royalties were originally due. The above penalty provisions shall not apply in cases of title dispute as to the State's portion of the royalty or to that portion of the royalty in dispute as to fair market value.

10. (A) RESERVES, CONTRACTS AND OTHER RECORDS. Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of oil and gas reserves underlying this lease or allocable to this lease and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the oil and gas produced on said premises, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) PERMITS, DRILLING RECORDS. Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. All applications, permits, reports or other filings that reference this lease or any specific well on the leased premises and that are submitted to the Texas Railroad Commission or any other governmental agency shall include the word "State" in the title. Additionally, in accordance with Railroad Commission rules, any signage on the leased premises for the purpose of identifying wells, tank batteries or other associated improvements to the land must also include the word "State." Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

(C) PENALTIES. Lessee shall incur a penalty whenever reports, documents or other materials are not filed in the General Land Office when due. The penalty for late filing shall be set by the General Land Office administrative rule which is effective on the date when the materials were due in the General Land Office.

11. DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM. If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking



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operations pursuant to Paragraph 13, using the expiration of the primary term as the date of cessation of production under Paragraph 13. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises, payments may be made in accordance with the shut-in provisions hereof.

12. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM. If, at the expiration of the primary term, neither oil nor gas is being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional wells are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this lease.

13. CESSATION, DRILLING, AND REWORKING. If, after the expiration of the primary term, production of oil or gas from the leased premises, after once obtained, should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within sixty (60) days after such cessation, and this lease shall remain in full force and effect for so long as such operations continue in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days. If such drilling or reworking operations result in the production of oil or gas, the lease shall remain in full force and effect for so long as oil or gas is produced from the leased premises in paying quantities or payment of shut-in oil or gas well royalties or payment of compensatory royalties is made as provided herein or as provided by law. If the drilling or reworking operations result in the completion of a well as a dry hole, the lease will not terminate if the Lessee commences additional drilling or reworking operations within sixty (60) days after the completion of the well as a dry hole, and this lease shall remain in effect so long as Lessee continues drilling or reworking operations in good faith and in a workmanlike manner without interruptions totaling more than sixty (60) days. Lessee shall give written notice to the General Land Office within thirty (30) days of any cessation of production.

14. SHUT-IN ROYALTIES. For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If, at any time after the expiration of the primary term of a lease that, until being shut in, was being maintained in force and effect, a well capable of producing oil or gas in paying quantities is located on the leased premises, but oil or gas is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to double the annual rental provided in the lease, but not less than \$1,200 a year for each well capable of producing oil or gas in paying quantities. If Paragraph 3 of this lease does not specify a delay rental amount, then for the purposes of this paragraph, the delay rental amount shall be one dollar (\$1.00) per acre. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term, (2) 60 days after the Lessee ceases to produce oil or gas from the leased premises, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the lease provisions; whichever date is latest. Such payment shall be made one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil. If the shut-in oil or gas royalty is paid, the lease shall be considered to be a producing lease and the payment shall extend the term of the lease for a period of one year from the end of the primary term, or from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the oil or gas exists, Lessee may extend the lease for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.

15. COMPENSATORY ROYALTIES. If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly, one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil, beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period. Compensatory royalty payments which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

16. RETAINED ACREAGE. Notwithstanding any provision of this lease to the contrary, after a well producing or capable of producing oil or gas has been completed on the leased premises, Lessee shall exercise the diligence of a reasonably prudent operator in drilling such additional well or wells as may be reasonably necessary for the proper development of the leased premises and in marketing the production thereon.

(A) VERTICAL. In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall then terminate as to all of the leased premises, EXCEPT (1) 40 acres surrounding each oil well capable of producing in paying quantities and 320 acres surrounding each gas well capable of producing in paying quantities (including a shut-in oil or gas well as provided in Paragraph 14 hereof), or a well upon which Lessee is then engaged in continuous drilling or reworking operations, or (2) the number of acres included in a producing pooled unit pursuant to Texas Natural Resources Code 52.151-52.154, or (3) such greater or lesser number of acres as may then be allocated for production purposes to a proration unit for each such producing well under the rules and regulations of the Railroad Commission of Texas, or any successor agency, or other governmental authority having jurisdiction. If at any time after the effective date of the partial termination provisions hereof, the applicable field rules are changed or the well or wells located thereon are reclassified so that less acreage is thereafter allocated to said well or wells for production purposes, this lease shall thereupon terminate as to all acreage not thereafter allocated to said well or wells for production purposes. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress to and egress from the lands still subject to this lease for all purposes described in Paragraph 1 hereof, together with easements and rights-of-way for existing roads, existing pipelines and other existing facilities on, over and across all the lands described in Paragraph 1 hereof ("the retained lands"), for access to and from the retained lands and for the gathering or transportation of oil, gas and other minerals produced from the retained lands.



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(B) **HORIZONTAL.** In the event this lease is in force and effect two (2) years after the expiration date of the primary or extended term it shall further terminate as to all depths below 100 feet below the total depth drilled (hereinafter "deeper depths") in each well located on acreage retained in Paragraph 16 (A) above, unless on or before two (2) years after the primary or extended term Lessee pays an amount equal to one-half (1/2) of the bonus originally paid as consideration for this lease (as specified on page 1 hereof). If such amount is paid, this lease shall be in force and effect as to such deeper depths, and said termination shall be delayed for an additional period of two (2) years and so long thereafter as oil or gas is produced in paying quantities from such deeper depths covered by this lease.

(C) **IDENTIFICATION AND FILING.** The surface acreage retained hereunder as to each well shall, as nearly as practical, be in the form of a square with the well located in the center thereof, or such other shape as may be approved by the Commissioner of the General Land Office. Within thirty (30) days after partial termination of this lease as provided herein, Lessee shall execute and record a release or releases containing a satisfactory legal description of the acreage and/or depths not retained hereunder. The recorded release, or a certified copy of same, shall be filed in the General Land Office, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date the release is filed. If Lessee fails or refuses to execute and record such release or releases within ninety (90) days after being requested to do so by the General Land Office, then the Commissioner at his sole discretion may designate by written instrument the acreage and/or depths to be released hereunder and record such instrument at Lessee's expense in the county or counties where the lease is located and in the official records of the General Land Office and such designation shall be binding upon Lessee for all purposes.

17. **OFFSET WELLS.** Neither the bonus, delay rentals, nor royalties paid, or to be paid, under this lease shall relieve Lessee of his obligation to protect the oil and gas under the above-described land from being drained. Lessee, sublessee, receiver or other agent in control of the leased premises shall drill as many wells as the facts may justify and shall use appropriate means and drill to a depth necessary to prevent undue drainage of oil and gas from the leased premises. In addition, if oil and/or gas should be produced in commercial quantities within 1,000 feet of the leased premises, or in any case where the leased premises is being drained by production of oil or gas, the Lessee, sublessee, receiver or other agent in control of the leased premises shall in good faith begin the drilling of a well or wells upon the leased premises within 100 days after the draining well or wells or the well or wells completed within 1,000 feet of the leased premises start producing in commercial quantities and shall prosecute such drilling with diligence. Failure to satisfy the statutory offset obligation may subject this lease and the owner of the soil's agency rights to forfeiture. Only upon the determination of the Commissioner of the General Land Office and with his written approval may the payment of compensatory royalty under applicable statutory parameters satisfy the obligation to drill an offset well or wells required under this paragraph.

18. **FORCE MAJEURE.** If, after a good faith effort, Lessee is prevented from complying with any express or implied covenant of this lease, from conducting drilling operations on the leased premises, or from producing oil or gas from the leased premises by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply with such covenants; additionally, this lease shall be extended while Lessee is prevented, by any such cause, from conducting drilling and reworking operations or from producing oil or gas from the leased premises. However, nothing in this paragraph shall suspend the payment of delay rentals in order to maintain this lease in effect during the primary term in the absence of such drilling or reworking operations or production of oil or gas.

19. **WARRANTY CLAUSE.** The owner of the soil warrants and agrees to defend title to the leased premises. If the owner of the soil defaults in payments owed on the leased premises, then Lessee may redeem the rights of the owner of the soil in the leased premises by paying any mortgage, taxes or other liens on the leased premises. If Lessee makes payments on behalf of the owner of the soil under this paragraph, Lessee may recover the cost of these payments from the rental and royalties due the owner of the soil.

20. (A) **PROPORTIONATE REDUCTION CLAUSE.** If the owner of the soil owns less than the entire undivided surface estate in the above described land, whether or not Lessee's interest is specified herein, then the royalties and rental herein provided to be paid to the owner of the soil shall be paid to him in the proportion which his interest bears to the entire undivided surface estate and the royalties and rental herein provided to be paid to the Commissioner of the General Land Office of the State of Texas shall be likewise proportionately reduced. However, before Lessee adjusts the royalty or rental due to the Commissioner of the General Land Office, Lessee or his authorized representative must submit to the Commissioner of the General Land Office a written statement which explains the discrepancy between the interest purportedly leased under this lease and the actual interest owned by the owner of the soil. The Commissioner of the General Land Office shall be paid the value of the whole production allocable to any undivided interest not covered by a lease, less the proportionate development and production cost allocable to such undivided interest. However, in no event shall the Commissioner of the General Land Office receive as a royalty on the gross production allocable to the undivided interest not leased an amount less than the value of one-sixteenth (1/16) of such gross production.

(B) **REDUCTION OF PAYMENTS.** If, during the primary term, a portion of the land covered by this lease is included within the boundaries of a pooled unit that has been approved by the School Land Board and the owner of the soil in accordance with Natural Resources Code Sections 52.151-52.154, or if, at any time after the expiration of the primary term or the extended term, this lease covers a lesser number of acres than the total amount described herein, payments that are made on a per acre basis hereunder shall be reduced according to the number of acres pooled, released, surrendered, or otherwise severed, so that payments determined on a per acre basis under the terms of this lease during the primary term shall be calculated based upon the number of acres outside the boundaries of a pooled unit, or, if after the expiration of the primary term, the number of acres actually retained and covered by this lease.

21. **USE OF WATER.** Lessee shall have the right to use water produced on said land necessary for operations under this lease except water from wells or tanks of the owner of the soil; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for waterflood operations without the prior consent of the owner of the soil.

22. **AUTHORIZED DAMAGES.** Lessee shall pay the owner of the soil for damages caused by its operations to all personal property, improvements, livestock and crops on said land.

23. **PIPELINE DEPTH.** When requested by the owner of the soil, Lessee shall bury its pipelines below plow depth.

24. **WELL LOCATION LIMIT.** No well shall be drilled nearer than two hundred (200) feet to any house or barn now on said premises without the written consent of the owner of the soil.



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25. POLLUTION. In developing this area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties. Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon. Lessee shall, while conducting operations on the leased premises, keep said premises free of all rubbish, cans, bottles, paper cups or garbage, and upon completion of operations shall restore the surface of the land to as near its original condition and contours as is practicable. Tanks and equipment will be kept painted and presentable.

26. REMOVAL OF EQUIPMENT. Subject to limitations in this paragraph, Lessee shall have the right to remove machinery and fixtures placed by Lessee on the leased premises, including the right to draw and remove casing, within one hundred twenty (120) days after the expiration or the termination of this lease unless the owner of the soil grants Lessee an extension of this 120-day period. However, Lessee may not remove casing from any well capable of producing oil and gas in paying quantities. Additionally, Lessee may not draw and remove casing until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil. The owner of the soil shall become the owner of any machinery, fixtures, or casing which are not timely removed by Lessee under the terms of this paragraph.

27. (A) ASSIGNMENTS. Under the conditions contained in this paragraph and Paragraph 29 of this lease, the rights and estates of either party to this lease may be assigned, in whole or in part, and the provisions of this lease shall extend to and be binding upon their heirs, devisees, legal representatives, successors and assigns. However, a change or division in ownership of the land, rentals, or royalties will not enlarge the obligations of Lessee, diminish the rights, privileges and estates of Lessee, impair the effectiveness of any payment made by Lessee or impair the effectiveness of any act performed by Lessee. And no change or division in ownership of the land, rentals, or royalties shall bind Lessee for any purpose until thirty (30) days after the owner of the soil (or his heirs, devisees, legal representatives or assigns) furnishes the Lessee with satisfactory written evidence of the change in ownership, including the original recorded muniments of title (or a certified copy of such original) when the ownership changed because of a conveyance. A total or partial assignment of this lease shall, to the extent of the interest assigned, relieve and discharge Lessee of all subsequent obligations under this lease. If this lease is assigned in its entirety as to only part of the acreage, the right and option to pay rentals shall be apportioned as between the several owners ratably, according to the area of each, and failure by one or more of them to pay his share of the rental shall not affect this lease on the part of the land upon which pro rata rentals are timely paid or tendered; however, if the assignor or assignee does not file a certified copy of such assignment in the General Land Office before the next rental paying date, the entire lease shall terminate for failure to pay the entire rental due under Paragraph 3. Every assignee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior assignee of the lease, including any liabilities to the State for unpaid royalties.

(B) ASSIGNMENT LIMITATION. Notwithstanding any provision in Paragraph 27(a), if the owner of the soil acquires this lease in whole or in part by assignment without the prior written approval of the Commissioner of the General Land Office, this lease is void as of the time of assignment and the agency power of the owner may be forfeited by the Commissioner. An assignment will be treated as if it were made to the owner of the soil if the assignee is:

- (1) a nominee of the owner of the soil;
- (2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
- (3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
- (4) a principal stockholder or employee of the corporation which is the owner of the soil;
- (5) a partner or employee in a partnership which is the owner of the soil;
- (6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
- (7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.

28. RELEASES. Under the conditions contained in this paragraph and Paragraph 29, Lessee may at any time execute and deliver to the owner of the soil and place of record a release or releases covering any portion or portions of the leased premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. If any part of this lease is properly surrendered, the delay rental due under this lease shall be reduced by the proportion that the surrendered acreage bears to the acreage which was covered by this lease immediately prior to such surrender; however, such release will not relieve Lessee of any liabilities which may have accrued under this lease prior to the surrender of such acreage.

29. FILING OF ASSIGNMENTS AND RELEASES. If all or any part of this lease is assigned or released, such assignment or release must be recorded in the county where the land is situated, and the recorded instrument, or a copy of the recorded instrument certified by the County Clerk of the county in which the instrument is recorded, must be filed in the General Land Office within 90 days of the last execution date accompanied by the prescribed filing fee. If any such assignment is not so filed, the rights acquired under this lease shall be subject to forfeiture at the option of the Commissioner of the General Land Office.

30. DISCLOSURE CLAUSE. All provisions pertaining to the lease of the above-described land have been included in this instrument, including the statement of the true consideration to be paid for the execution of this lease and the rights and duties of the parties. Any collateral agreements concerning the development of oil and gas from the leased premises which are not contained in this lease render this lease invalid.

31. FIDUCIARY DUTY. The owner of the soil owes the State a fiduciary duty and must fully disclose any facts affecting the State's interest in the leased premises. When the interests of the owner of the soil conflict with those of the State, the owner of the soil is obligated to put the State's interests before his personal interests.

32. FORFEITURE. If Lessee shall fail or refuse to make the payment of any sum within thirty days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or if Lessee should refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this lease, or if this lease is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this lease shall be subject to forfeiture by the



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Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease under the terms of the Relinquishment Act. However, nothing herein shall be construed as waiving the automatic termination of this lease by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this lease and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this lease and the rules and regulations that may be adopted relative hereto.

33. LIEN. In accordance with Texas Natural Resources Code 52.136, the State shall have a first lien upon all oil and gas produced from the area covered by this lease to secure payment of all unpaid royalty and other sums of money that may become due under this lease. By acceptance of this lease, Lessee grants the State, in addition to the lien provided by Texas Natural Resources Code 52.136 and any other applicable statutory lien, an express contractual lien on and security interest in all leased minerals in and extracted from the leased premises, all proceeds which may accrue to Lessee from the sale of such leased minerals, whether such proceeds are held by Lessee or by a third party, and all fixtures on and improvements to the leased premises used in connection with the production or processing of such leased minerals in order to secure the payment of all royalties or other amounts due or to become due under this lease and to secure payment of any damages or loss that Lessor may suffer by reason of Lessee's breach of any covenant or condition of this lease, whether express or implied. This lien and security interest may be foreclosed with or without court proceedings in the manner provided in the Title 1, Chap. 9 of the Texas Business and Commerce Code. Lessee agrees that the Commissioner may require Lessee to execute and record such instruments as may be reasonably necessary to acknowledge, attach or perfect this lien. Lessee hereby represents that there are no prior or superior liens arising from and relating to Lessee's activities upon the above-described property or from Lessee's acquisition of this lease. Should the Commissioner at any time determine that this representation is not true, then the Commissioner may declare this lease forfeited as provided herein.

34. POOLING. Lessee is hereby granted the right to pool or unitize the royalty interest of the owner of the soil under this lease with any other leasehold or mineral interest for the exploration, development and production of oil or gas or either of them upon the same terms as shall be approved by the School Land Board and the Commissioner of the General Land Office for the pooling or unitizing of the interest of the State under this lease pursuant to Texas Natural Resources Code 52.151-52.154. The owner of the soil agrees that the inclusion of this provision in this lease satisfies the execution requirements stated in Texas Natural Resources Code 52.152.

35. INDEMNITY. Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. **EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.**

36. ENVIRONMENTAL HAZARDS. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air or any other environmental medium in, on, or under, the leased premises, by any waste, pollutant, or contaminant. Lessee shall not bring or permit to remain on the leased premises any asbestos containing materials, explosives, toxic materials, or substances regulated as hazardous wastes, hazardous materials, hazardous substances (as the term "Hazardous Substance" is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601, et seq.), or toxic substances under any federal, state, or local law or regulation ("Hazardous Materials"), except ordinary products commonly used in connection with oil and gas exploration and development operations and stored in the usual manner and quantities. **LESSEE'S VIOLATION OF THE FOREGOING PROHIBITION SHALL CONSTITUTE A MATERIAL BREACH AND DEFAULT HEREUNDER AND LESSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE STATE OF TEXAS AND THE OWNER OF THE SOIL FROM AND AGAINST ANY CLAIMS, DAMAGES, JUDGMENTS, PENALTIES, LIABILITIES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) CAUSED BY OR ARISING OUT OF (1) A VIOLATION OF THE FOREGOING PROHIBITION OR (2) THE PRESENCE, RELEASE, OR DISPOSAL OF ANY HAZARDOUS MATERIALS ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OR CONTROL OF THE LEASED PREMISES. LESSEE SHALL CLEAN UP, REMOVE, REMEDY AND REPAIR ANY SOIL OR GROUND WATER CONTAMINATION AND DAMAGE CAUSED BY THE PRESENCE OR RELEASE OF ANY HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE LEASED PREMISES DURING LESSEE'S OCCUPANCY OF THE LEASED PREMISES IN CONFORMANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. THIS INDEMNIFICATION AND ASSUMPTION SHALL APPLY, BUT IS NOT LIMITED TO, LIABILITY FOR RESPONSE ACTIONS UNDERTAKEN PURSUANT TO CERCLA OR ANY OTHER ENVIRONMENTAL LAW OR REGULATION. LESSEE SHALL IMMEDIATELY GIVE THE STATE OF TEXAS AND THE OWNER OF THE SOIL WRITTEN NOTICE OF ANY BREACH OR SUSPECTED BREACH OF THIS PARAGRAPH, UPON LEARNING OF THE PRESENCE OF ANY HAZARDOUS MATERIALS, OR UPON RECEIVING A NOTICE FROM ANY GOVERNMENTAL AGENCY PERTAINING TO HAZARDOUS MATERIALS WHICH MAY AFFECT THE LEASED PREMISES. THE OBLIGATIONS OF LESSEE HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.**

37. APPLICABLE LAW. This lease is issued under the provisions of Texas Natural Resources Code 52.171 through 52.190, commonly known as the Relinquishment Act, and other applicable statutes and amendments thereto, and if any provision in this lease does not conform to these statutes, the statutes will prevail over any nonconforming lease provisions.



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

38. EXECUTION. This oil and gas lease must be signed and acknowledged by the Lessee before it is filed of record in the county records and in the General Land Office of the State of Texas. Once the filing requirements found in Paragraph 39 of this lease have been satisfied, the effective date of this lease shall be the date found on Page 1.

39. LEASE FILING. Pursuant to Chapter 9 of the Texas Business and Commerce Code, this lease must be filed of record in the office of the County Clerk in any county in which all or any part of the leased premises is located, and certified copies thereof must be filed in the General Land Office. This lease is not effective until a certified copy of this lease (which is made and certified by the County Clerk from his records) is filed in the General Land Office in accordance with Texas Natural Resources Code 52.183. Additionally, this lease shall not be binding upon the State unless it recites the actual and true consideration paid or promised for execution of this lease. The bonus due the State and the prescribed filing fee shall accompany such certified copy to the General Land Office.

LESSEE

BY: Robert N. Welch
 Title: Attorney-in-Fact
 Date: 2/28/2011

STATE OF TEXAS

BY: [Signature]
 Individually and as agent for the State of Texas
 Date: 12-31-2010

STATE OF TEXAS

BY: _____
 Individually and as agent for the State of Texas
 Date: _____

STATE OF TEXAS

BY: _____
 Individually and as agent for the State of Texas
 Date: _____

STATE OF TEXAS

BY: _____
 Individually and as agent for the State of Texas
 Date: _____



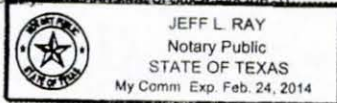
True and Correct
 copy of
 Original filed in
 Reeves County
 Clerks Office

STATE OF Texas
COUNTY OF Bexar

(CORPORATION ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared Rita Reed George
known to me to be the person whose name is subscribed to the foregoing instruments as President
of Kirk E. George Management Company, LLC, General Partner and as President of BFG Management Company, LLC, General Partner
and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 31 day of December, 2010.



Jeff L. Ray
Notary Public in and for State of Texas

STATE OF Texas
COUNTY OF Harris

(CORPORATION ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared Robert N. Welch
known to me to be the person whose name is subscribed to the foregoing instruments as Attorney-in-Fact
of ConocoPhillips Company and acknowledged to me that he executed the same for the purposes
and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 31 day of December, 2010.



Debbie Lynn Wright
Notary Public in and for State of Texas

STATE OF _____
COUNTY OF _____

(INDIVIDUAL ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared _____
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, 20____.

Notary Public in and for _____

STATE OF _____
COUNTY OF _____

(INDIVIDUAL ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared _____
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, 20____.

Notary Public in and for _____



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

EXHIBIT "A"

Attached to and made part of that certain Oil, Gas and Mineral Lease dated December 31st, 2010 between Reed-George Land & Minerals, Ltd., Lessor and ConocoPhillips Company, Lessee, covering:

Section 14, Block 53, PSL Survey, Abstract 4334, Reeves County, Texas, containing 641.00 gross acres, more or less.

1. Notwithstanding anything to the contrary contained in Paragraph Three (3) of this Lease, for all purposes this lease shall be a fully paid-up Oil, Gas and Mineral Lease for the first three years. Delay Rentals have been paid in full with the Bonus Consideration tendered herein. Delay Rental payment was based on a \$1.00 per net mineral acre per year for Two (2) Years concluding a \$2.00 per acre paid-up Rental Payment was made in advance for the Two Year Period on the net mineral acres indicated in this Lease.
2. Payments of Minimum Royalty and Shut In Royalty. Paragraph 5 (minimum Royalty) and Paragraph 14 (Shut In Royalty) contains a reference to a computation based upon the Delay Rental amount specified in Paragraph 3 however, notwithstanding anything contained herein to the contrary, the undersigned do hereby recognize, acknowledge and agree that (i) all minimum royalty payments due pursuant paragraph 5 shall be calculated on the bases on the delay rental being one dollar (\$1.00) per acre, (ii) all shut in royalty payments due pursuant to paragraph 14 shall be calculated on the bases of double the annual rental amount one dollar (\$1.00) per acre (being two dollars (\$2.00) per acre), but not less than \$1200.00 per year for each well capable of producing oil and gas in paying quantities.
3. The rentals for the 1st anniversary date and the 2nd anniversary date have been prepaid with the bonus for this lease and no additional payment for the 1st anniversary date and the 2nd anniversary date are due and payable. The total payment to the State and to the owner of the soil \$1,000.00 per acre. The State and the owner of the soil have split the total payment of \$1,000.00 per acre equally, based on 262.81 net mineral acres.

If Delay Rentals are paid on or before the 3rd anniversary date, the total rental paid shall be \$262,810.00

said payment will include a prepayment for the Delay Rental for the 4th anniversary date. Payment shall be made as follows:

To the owner of the soil: \$131,405.00

To the State of Texas: \$131,405.00

Signed for Identification Purposes Only:

Reed-George Land & Minerals, Ltd.

By: Rita Reed George, Pres.
Rita Reed George

Its: President

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

FILE # 980

FILED FOR RECORD ON THE 2ND DAY OF MARCH A.D. 2011 2:17 P.M.

DULY RECORDED ON THE 8TH DAY OF MARCH A.D. 2011 9:00 A.M.

BY: Dianne O. Florez, DEPUTY

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS



True and Correct
copy of
Original filed in
Reeves County
Clerks Office

6

File No. 12-188

12-188

Lease

4/18/11

Date Filed: ~~12/18/10~~
Jerry E. Patterson, Commissioner

By CH

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF REEVES

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office, found in VOL. 868, PAGE 31, THRU 40.

OFFICIAL PUBLIC RECORDS

I hereby certified on 03/17/2011



DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

By [Signature] DEPUTY

14702899

CONOCOPHILLIPS COMPANY RENTAL RECEIPT

Lease Date	Original Lessor	#Mth	Mth Begin	Lease Number
12-31-2010	W W Oatman et al MF112188	00	10-08-2013	340679/002

AGENCY LEASE NUMBER: MF112188 A

IN PAYMENT OF: Rental

Business Unit : MIDCON PERMIAN

RECORDED: Book 868 Page 41 Reception # 000981

TRACT: 1 COUNTRY: US STATE: TX COUNTY: REEVES NET ACRES
 Prospect: MAVERICK 378.190
 Asset Area: PERMIAN
 LEGAL (Part of): PSL BLK 53 S14 ABST/ID# 4334 Grantee QQ ALL

FOR THE CREDIT OF:

PAYMENT

STATE OF TEXAS (BA# 1254491001) \$189,095.00
 COMMISSIONER OF GEN LAND OFFICE
 1700 N CONGRESS AVE
 AUSTIN TX 78701-1495

ACCT:

(DBS# 1254491001)

TOTAL BANK SERVICE CHARGE
 TOTAL AMOUNT PAID

+ \$189,095.00
 121

RENTAL PAYMENT - 4th year

(P)

125144

14702899

CONOCOPHILLIPS COMPANY RENTAL RECEIPT

Lease Date	Original Lessor	#Mth	Mth Begin	Lease Number
12-31-2010	W W Oatman et al MF112188	00	10-08-2013	340679/002

AGENCY LEASE NUMBER: MF112188
IN PAYMENT OF: Rental

Business Unit :MIDCON PERMIAN

RECORDED: Book 868 Page 41 Reception # 000981

TRACT: 1 COUNTRY: US STATE: TX COUNTY: REEVES NET ACRES 378.190
Prospect: MAVERICK
Asset Area: PERMIAN
LEGAL (Part of): PSL BLK 53 S14 ABST/ID# 4334 Grantee QQ ALL

FOR THE CREDIT OF: PAYMENT
STATE OF TEXAS (BA# 1254491001) \$189,095.00
COMMISSIONER OF GEN LAND OFFICE
1700 N CONGRESS AVE
AUSTIN TX 78701-1495

ACCT:



(OPS# 1254491001) TOTAL BANK SERVICE CHARGE \$0.00
TOTAL AMOUNT PAID \$189,095.00

121

125144

THIS IS WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

CONOCOPHILLIPS COMPANY
P.O. BOX 7500
BARTLESVILLE, OK. 74005-7500

14702899
125144

62-38/311

Prop. No. 340679/002
Serial No. MF112188
Period covered 00 months BEGINNING 10-08-2013
Check Date 10-23-2013

*****189,095*DOLLARS AND* 00*CENTS *****\$189,095.00

STATE OF TEXAS
COMMISSIONER OF GEN LAND OFFICE
1700 N CONGRESS AVE
AUSTIN TX 78701-1495

Francis M Vallejo
Treasurer



File No. MF 112188 (7)
Rentals - Lease A - 4th year

Date Filed: 10/29/2013

Jerry E. Patterson, Commissioner

By 

10.53.13

14702897

CONOCOPHILLIPS COMPANY RENTAL RECEIPT

Lease Date	Original Lessor	#Mth	Mth Begin	Lease Number
12-31-2010	Reed-George Land and Minerals	MF	00	10-08-2013 340679/001

AGENCY LEASE NUMBER: MF112188 B
IN PAYMENT OF: Rental

Business Unit : MIDCON PERMIAN

RECORDED: Book 868 Page 31 Reception # 000980

TRACT: 1 COUNTRY: US STATE: TX COUNTY: REEVES

NET ACRES

Prospect: MAVERICK

262.810

Asset Area: PERMIAN

LEGAL (Part of): PSL BLK 53 S14 ABST/ID# 4334 Grantee QQ ALL

FOR THE CREDIT OF:

PAYMENT

STATE OF TEXAS
COMMISSIONER OF GEN LAND OFFICE
1700 N CONGRESS AVE
AUSTIN

(BA# 1254491001)

\$131,405.00

TX 78701-1495

ACCT:

(DPS# 1254491001)

TOTAL BANK SERVICE CHARGE
TOTAL AMOUNT PAID

\$.00
+ \$131,405.00

RENTAL PAYMENT - 4th year

(P)

125140

14702897

CONOCOPHILLIPS COMPANY RENTAL RECEIPT

Lease Date	Original Lessor	#Mth	Mth Begin	Lease Number
12-31-2010	Reed-George Land and Minerals	MF	00	10-08-2013 340679/001

AGENCY LEASE NUMBER: MF112188
IN PAYMENT OF: Rental

Business Unit : MIDCON PERMIAN

RECORDED: Book 868 Page 31 Reception # 000980

TRACT: 1 COUNTRY: US STATE: TX COUNTY: REEVES
Prospect: MAVERICK
Asset Area: PERMIAN
LEGAL (Part of): PSL BLK 53 S14 ABST/ID# 4334 Grantee QQ ALL

NET ACRES
262.810

FOR THE CREDIT OF:

PAYMENT

STATE OF TEXAS
COMMISSIONER OF GEN LAND OFFICE
1700 N CONGRESS AVE
AUSTIN

(BA# 1254491001)

\$131,405.00

TX 78701-1495

ACCT:

(DPS# 1254491001)

TOTAL BANK SERVICE CHARGE
TOTAL AMOUNT PAID

\$131,405.00
+ \$131,405.00

121

125140

17-15750 N, 04-09

THIS IS WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

CONOCOPHILLIPS COMPANY
P.O. BOX 7500
BARTLESVILLE, OK. 74005-7500

14702897

62-38/311

125140

Prop. No. 340679/001
Serial No. MF112188
Period covered 00 months BEGINNING 10-08-2013
Check Date 10-23-2013

*****131,405*DOLLARS AND* 00*CENTS

*****\$131,405.00

STATE OF TEXAS
COMMISSIONER OF GEN LAND OFFICE
1700 N CONGRESS AVE
AUSTIN

TX 78701-1495

Deutsche Bank Trust Company Delaware

Frances M Vallejo
Treasurer

110012514011

File No. MF 112188 ⑧
Rentals- Lease B- 4th year
Date Filed: 10/29/2013
Jerry E. Patterson, Commissioner
By JEP

10-58-13

Amended
9-5-14
Row

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

UPA148124

Unit Number 6797
Operator Name ConocoPhillips Company Effective Date 05/06/2014
Customer ID C000044468 Unitized For Oil And Gas
Unit Name Oatman State Unit 11-14 1H Unit Term
County 1 Reeves RRC District 1 08 Old Unit Number Inactive Status Date
County 2 RRC District 2
County 3 RRC District 3
County 4 RRC District 4
Unit type Permanent
State Net Revenue Interest 0.08335980
State Part in Unit 0.66687840
Unit Depth Specified Depths Well
From Depth 0 Surface Formation Base of Wolfcamp
To Depth 13619 TVD Participation Basis Surface Acreage
If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	Lease Royalty	Tract Royalty Participation	Royalty Rate Reduction Clause
MF112188	1	640.390000	960.280000	0.66687841	0.12500000	0.08335980	No

API Number

Remarks:

Pooled unit being amended to change acreage amount slightly. Unit royalty increases from 8.33% to 8.34%.

Prepared By:

REW

Prepared Date:

9-5-14

GLO Base Updated By:

REW

GLO Base Date:

9-5-14

RAM Approval By:

VAD

RAM Approval Date:

9-5-14

GIS By:

MC

GIS Date:

10-1-14

Well Inventory By:

MB

WI Date:

9/9/14

Pooling Committee Report

Amended
9-5-14
Ren

To: School Land Board

UPA148124

Date of Board Meeting: 05/06/2014

Unit Number: 6797

Effective Date: 05/06/2014

Unit Expiration Date:

Applicant: ConocoPhillips Company

Attorney Rep:

Operator: Conocophillips Company,

Unit Name: Oatman State Unit 11-14 1H

Field Name: Ford, West (Wolfcamp)

County: Reeves

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF112188	0.12500000	12/31/2015	5 years	641.000000	640.390000	0.08335980

Private Acres:	319.890000
State Acres:	640.390000
Total Unit Acres:	960.280000

<u>Participation Basis:</u>	Surface Acreage
Surface Acreage	
<u>State Acreage:</u>	66.69%
<u>State Net Revenue Interest:</u>	8.34%

<u>Unit Type:</u>	<u>Unitized for:</u>
Permanent	Oil And Gas
<u>Term:</u>	

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Yes	1367 acres for a 6984 foot lateral.

Pooling Committee Report

Original
work-up
Rea

To: School Land Board

UPA148124

Date of Board Meeting: 05/06/2014

Unit Number: 6797

Effective Date: 05/06/2014

Unit Expiration Date:

Applicant: ConocoPhillips Company

Attorney Rep:

Operator: Conocophillips Company,

Unit Name: Oatman State Unit 11-14 1H

Field Name: Ford, West (Wolfcamp)

County: Reeves

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF112188	0.12500000	12/31/2015	5 years	641.000000	641.000000	0.08333333

319.89
Private Acres: 320.500000
State Acres: 640.39 641.000000
Total Unit Acres: 961.500000
960.28

Participation Basis: Surface Acreage
Surface Acreage
State Acreage: 66.67%
State Net Revenue Interest: 8.33%

Unit Type: Permanent
Unitized for: Oil And Gas
Term:

RRC Rules: Yes
Spacing Acres: 1367 acres for a 6984 foot lateral.

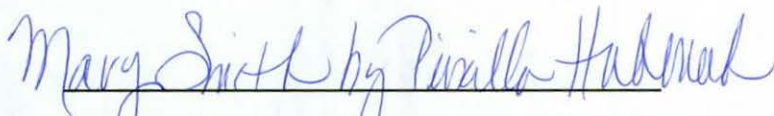
Working File Number: **UPA148124**

REMARKS:

- ConocoPhillips Company is requesting permanent oil and gas pooling from the surface to 13,619 feet TVD as seen on the Chevron Reeves State 3-27 well log (42-389-30935) in order to test the Wolfcamp Formation.
- The applicant plans to spud the unit well on October 29, 2014, with a proposed TD of 10,458 feet TVD. A 6,984 foot lateral is expected to be drilled.
- With approval of the unit the State's unit royalty participation will be 8.33%.
- The State will participate on a unitized basis from the date of first production.

POOLING COMMITTEE RECOMMENDATION:

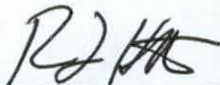
The Pooling Committee recommends Board approval of a permanent oil and gas unit under the above-stated provisions.



Mary Smith - Office of the Attorney General

4/23/2014

Date



Robert Hatter - General Land Office

4/23/14

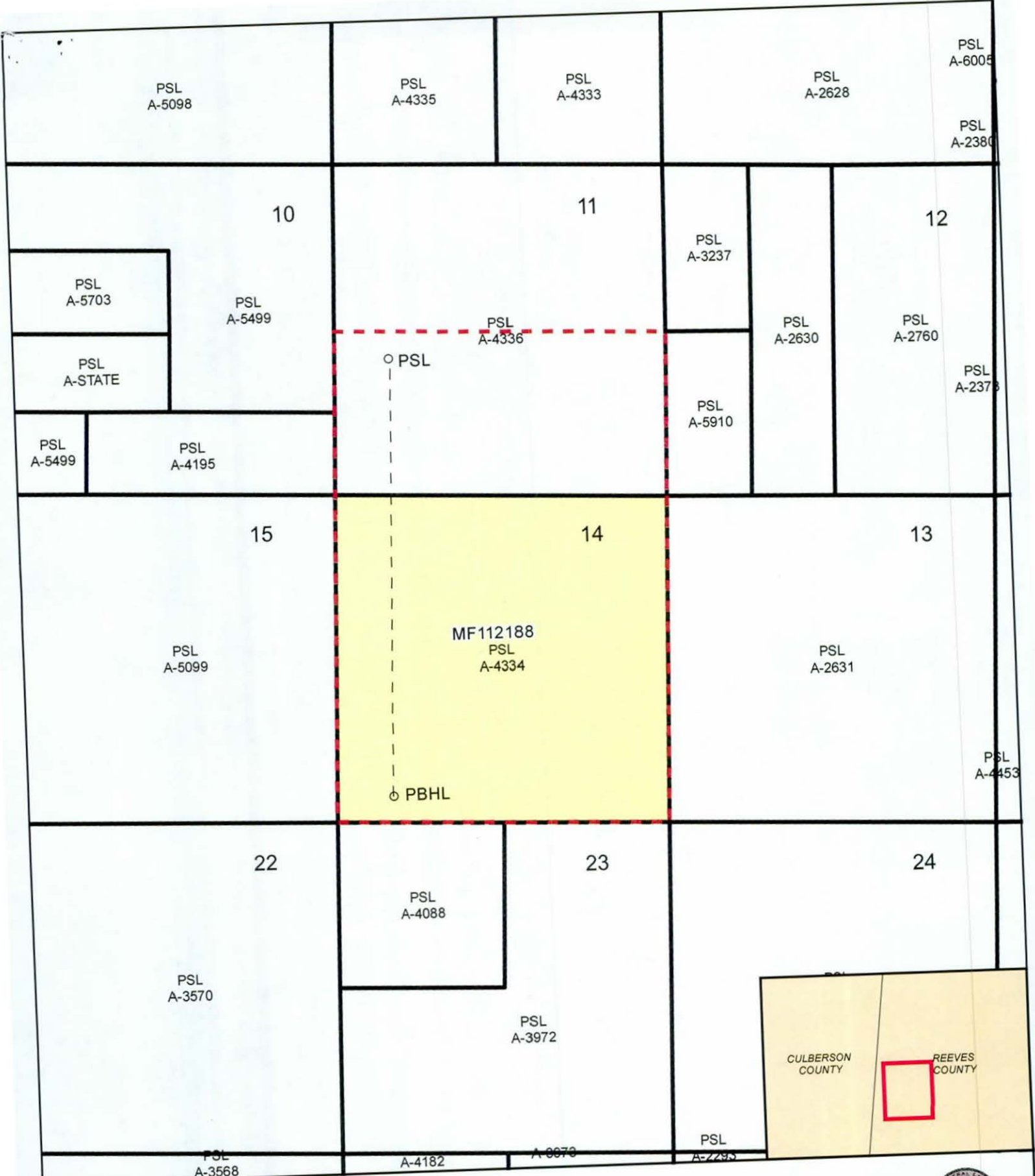
Date



David Zimmerman - Office of the Governor

4/23/14

Date



Unit #6797
Conoco Phillips Company
Oatman Sate Unit 11-14 1H
Ford, West (Wolfcamp) Field
Reeves County, Texas

2,000 1,000 0 2,000 Feet



The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.



Map Generated by:
Mark Conway
IS/BAS/GIS
April 2014

POOLING AGREEMENT
CONOCOPHILLIPS COMPANY
OATMAN STATE 11-14 1H UNIT
GLO UNIT NO. 6797
REEVES COUNTY, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and ConocoPhillips Company, herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES:

1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION:

2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit from the surface to the base of the Wolfcamp Formation, which base is seen at a depth of 13,619 feet true vertical depth on the log of the Chevron, Reeves State #3-27 well, API No. 42-389-30935 ("unitized interval").

POOLING AND EFFECT:

4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.
- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

- (f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.
- (g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 961 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.
- (h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.
- (j) Should this Agreement terminate for any cause, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION:

5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND:

6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE:

7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

- (a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;
- (b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

EFFECTIVE DATE:

8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of May 6, 2014.

TERM:

9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease, covered by this Agreement.

STATE LAND:

10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION:

11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Reeves County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER:

12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS:

13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

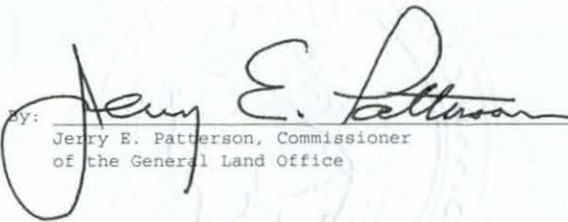
Date Executed

9/3/14

STATE OF TEXAS

Legal
Content
Geology
Executive

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RCW
2

By: 
Jerry E. Patterson, Commissioner
of the General Land Office

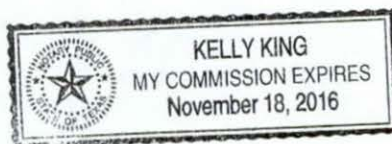
Date Executed 8/25/2014

CONOCOPHILLIPS COMPANY

By: [Signature] ^{LS}
Thomas J Atkins ^{VI}
Its: Attorney-in-Fact ⁵³

STATE OF TEXAS

COUNTY OF HARRIS



This instrument was acknowledged before me on August 25th, 2014, by Thomas J. Atkins as Attorney-in-Fact of ConocoPhillips Company, a _____ Corporation.
On behalf of said corporation

Kelly King
Notary Public in and for the State of Texas

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 6th day of May, 2014, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

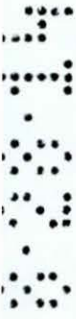
IN TESTIMONY WHEREOF, witness my hand this the 4th day of September, 2014.

[Signature]
Secretary of the School Land Board

EXHIBIT "A"

Oil and Gas Leases for ConocoPhillips Company Oatman State 11-14 1H Unit, GLO Unit No. 6797 960.28 Acres, Reeves County, Texas

- 1) Oil, Gas and Mineral Lease dated August 4, 2011, between Patricia Fields Lee, also known as Patricia D. Lee and her husband, Bill Lee, as Lessor, and ConocoPhillips Company, as Lessee, a Memorandum of which is recorded in Volume 918, Page 470, Official Public Records of Reeves County, Texas, Lease #343788/001.
- 2) Oil and Gas Lease dated June 5, 2012, between Wells Fargo Bank, N.A., Agent for Desert Waterfall LLC, as Lessor, and ConocoPhillips Company, as Lessee, a Memorandum of which is recorded in Volume 956, Page 497, Official Public Records of Reeves County, Texas, Lease #343788/002.
- 3) Oil and Gas Lease dated June 5, 2012, between Wells Fargo Bank, N.A., Trustee of the Adriana Elkan Trust, as Lessor, and ConocoPhillips Company, as Lessee, a Memorandum of which is recorded in Volume 956, Page 499, Official Public Records of Reeves County, Texas, Lease #343788/003.
- 4) Oil and Gas Lease dated June 5, 2012, between Wells Fargo Bank, N.A., Trustee of the Alston Elkan Trust, as Lessor, and ConocoPhillips Company, as Lessee, a Memorandum of which is recorded in Volume 956, Page 501, Official Public Records of Reeves County, Texas, Lease #343788/004.
- 5) Oil, Gas and Mineral Lease dated May 10, 2012, between Priscilla F. Gilmore, as Lessor, and ConocoPhillips Company, as Lessee, a Memorandum of which is recorded in Volume 973, Page 283, Official Public Records of Reeves County, Texas, Lease #343788/005.
- 6) Oil and Gas Lease dated August 15, 2012, between Harold Alston Elkan and Nancy Hastings Elkan, as Lessor, and ConocoPhillips Company, as Lessee, a Memorandum of which is recorded in Volume 973, Page 30, Official Public Records of Reeves County, Texas, Lease #343788/006.
- 7) Oil, Gas and Mineral Lease dated December 14, 2010, between Fern Sawyer Ward, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 862, Page 518, Official Public Records of Reeves County, Texas, Lease #340676/001.
- 8) Oil, Gas and Mineral Lease dated December 27, 2010, between Penny Mancille Willer, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 862, Page 538, Official Public Records of Reeves County, Texas, Lease #340676/002.

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- 9) Oil, Gas and Mineral Lease dated December 14, 2010, between Scharbauer Alston Ward, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 862, Page 522, Official Public Records of Reeves County, Texas, Lease #340676/003.
 - 10) Oil, Gas and Mineral Lease dated December 27, 2010, between Cyndi Mancille Johnson, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 863, Page 479, Official Public Records of Reeves County, Texas, Lease #340676/004.
 - 11) Oil, Gas and Mineral Lease dated December 14, 2010, between Clara Irene Elkan Vucetic, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 864, Page 748, Official Public Records of Reeves County, Texas, Lease #340676/005.
 - 12) Oil, Gas and Mineral Lease dated December 14, 2010, between Patsy Ruth Alston Ward, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 862, Page 514, Official Public Records of Reeves County, Texas, Lease #340676/006.
 - 13) Oil, Gas and Mineral Lease dated December 27, 2010, between Patricia Goble, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 863, Page 491, Official Public Records of Reeves County, Texas, Lease #340676/007.
 - 14) Oil, Gas and Mineral Lease dated December 3, 2010, between Jason Elkan, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 867, Page 665, Official Public Records of Reeves County, Texas, Lease #340676/008.
 - 15) Oil, Gas and Mineral Lease dated December 27, 2010, between Bill M. Clifford, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 863, Page 487, Official Public Records of Reeves County, Texas, Lease #340676/009.
 - 16) Oil, Gas and Mineral Lease dated December 27, 2010, between Bennett McBride, as Lessor and ConocoPhillips Company, as Lessee, recorded in Volume 862, Page 550, Official Public Records of Reeves County, Texas, Lease #340676/010.
 - 17) Oil, Gas and Mineral Lease dated March 9, 2011, between Cristine Anna Elkan, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 873, Page 313, Official Public Records of Reeves County, Texas, Lease #340676/011.
 - 18) Oil, Gas and Mineral Lease dated May 23, 2013, between Arthur R. Mancille, Jr., as Lessor, and ConocoPhillips Company, as Lessee, a Memorandum of which is recorded in Volume 1017, Page 703, Official Public Records of Reeves County, Texas, Lease #340676/013.
 - 19) Oil, Gas and Mineral Lease dated February 7, 2011, between Edward Armstrong Elkan, III, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 871, Page 744, Official Public Records of Reeves County, Texas, Lease #342835/001.

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- 20) Oil and Gas Lease dated December 31, 2010, between the State of Texas, acting by and through its agent, Reed-George Land & Minerals, Ltd, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 868, Page 31, Official Public Records of Reeves County, Texas, Lease #340679/001; MF#112188.
- 21) Oil and Gas Lease dated December 31, 2010, between the State of Texas, acting by and through its agent, W. W. Oatman, Carolyn C. Oatman Trust, Carolyn C. Oatman, a/k/a Carolyn Clark Oatman, Trustee, Warren Malcolm Clark Trust, Warren Malcom Clark Trustee with Carolyn Clark Oatman, a/k/a Carolyn C. Oatman as Agent and Attorney-in-Fact, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 868, Page 41, Official Public Records of Reeves County, Texas, Lease #340679/002; MF#112188.
- 22) Oil and Gas Lease dated April 27, 2012, by and between Jack C. Provine, William Provine and Robert Provine, as Lessor, and Petrohawk Properties, LP, as Lessee, a Memorandum of which is recorded in Volume 946, Page 234 of the Official Public Records of Reeves County, Texas, Lease #343788/007.

**TOGETHER WITH ALL AMENDMENTS, RATIFICATIONS, CORRECTIONS AND/OR
MODIFICATIONS OF THE OIL, GAS AND MINERAL LEASES DESCRIBED HEREIN ABOVE**

END OF EXHIBIT "A"



UELS, LLC

Regional Office * 111 NE 3rd Street
Seminole, TX 79360 * (432) 955-6100
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017
TBPLS Firm No. 10193884
www.uintahgroup.com

EXHIBIT "B"

Legal Description for ConocoPhillips Company
Oatman State 11-14 1H Unit, GLO Unit No. 6797
960.28 Acres, Reeves County, Texas

Being a 960.28 acre tract, more or less, and being the South Half of Section 11 and All of Section 14, Block 53, Public School Land Survey, Reeves County, Texas and being described by Metes and Bounds as follows:

BEGINNING at a ½" Iron Rod found for the Southwest corner of Section 14, Block 53, Public School Land Survey, Reeves County, Texas;

Thence N00°10'06"W 5278.80 feet along the West line of said Section 14 to a 1 ¼" Iron Pipe found for the Northwest corner of said Section 14 same being the Southwest corner of Section 11, Block 53, Public School Land Survey, Reeves County, Texas;

Thence N00°10'16"W 2639.26 feet along the West line of said Section 11 to a point for the Northwest corner of the South Half of said Section 11, which bears N00°10'16"W 2369.26 feet from a 1" Iron Pipe found for the Northwest Corner of Said section 11;

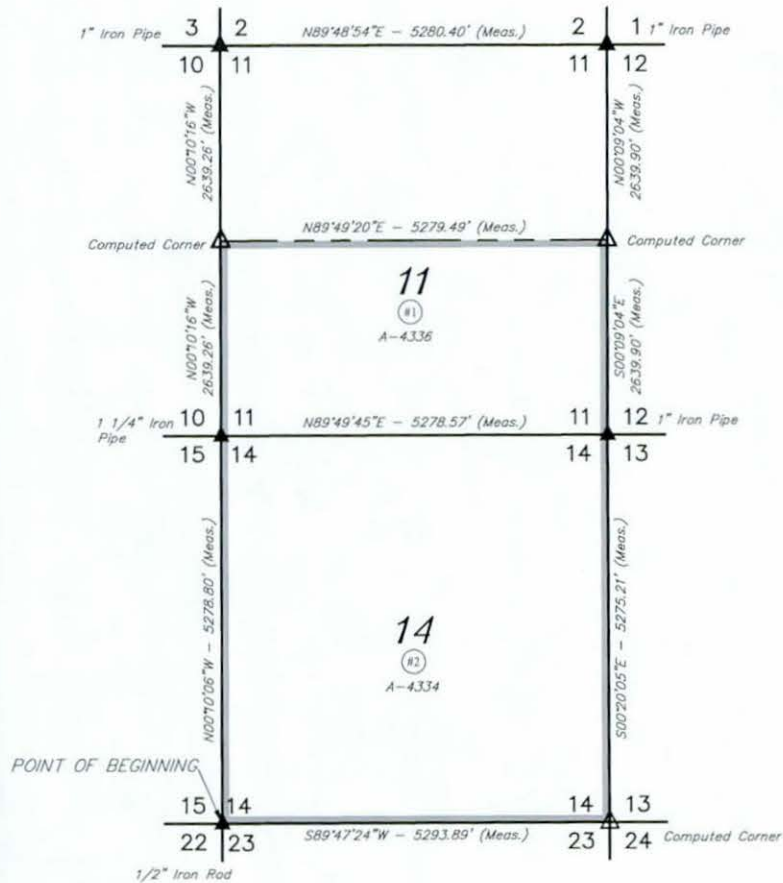
Thence N89°49'20"E 5279.49 feet to the Northeast corner of the South Half of said Section 11, which bears N00°09'04"W 2639.90 feet from a 1" Iron Pipe found for the Northeast corner of said Section 11;

Thence S00°09'04"E. 2639.90 feet along the East line of said Section 11 to a 1" Iron Pipe found for the Southeast corner of said Section 11 and same being the Northeast corner of said Section 14;

Thence S00°20'05"E 5275.21 feet along the East line of said Section 14 to a point for the Southeast corner of said Section 14;

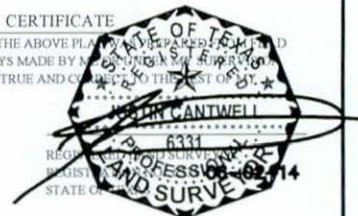
Thence S89°47'24"W 5293.89 feet along the South line of said Section 14 to the POINT OF BEGINNING and containing 960.28 acres more or less.

SECTIONS 11 & 14, BLOCK 53, PUBLIC SCHOOL LAND SURVEY



UNIT BOUNDARY BREAKDOWN		
#1	HAROLD ALSTON ELKAN, ET AL	319.89 ACRES
#2	STATE OF TEXAS	640.39 ACRES
	TOTAL (Meas.)	960.28 ACRES

CERTIFICATE
THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED IN ACCORDANCE WITH THE NOTES OF ACTUAL SURVEYS MADE BY ME AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF



THPLS Firm No. 10193884

Exhibit "C"
Legal Description for ConocoPhillips Company
Oatman State 11-14 1H Unit, GLO Unit No. 6797
960.28 Acres
Reeves County, Texas



UELS, LLC
Regional Office * 111 NE 3rd Street
Seminole, TX 79360 * (432) 955-6100
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

SURVEYED BY: B.B., J.W.	SURVEY DATE: 02-05-14
DRAWN BY: B.D.H.	DATE DRAWN: 06-02-14
SCALE: 1" = 2000'	REVISED: 00-00-00

EXHIBIT "C"

LEGEND:

- ▲ = SECTION CORNERS LOCATED
- △ = SECTION CORNERS RE-ESTABLISHED (Not Set on Ground)



9

File No. M-112198
Pooling Agent Packet #6797
Ocala State 11-14-11 Unit
Date Filed: 9/8/11
Jerry E. Patterson, Commissioner
By: 

2011.09.08



ConocoPhillips Company
600 North Dairy Ashford (77079-1175)
P. O. Box 2197
Houston, TX 77252-2197

November 20, 2014

Texas General Land Office
Attn: J. Daryl Morgan
1700 N. Congress Avenue
Austin, Texas 78701

M-112188

Re: Recorded Pooling Agreement Oatman State 11-14 1H Unit

Mr. Morgan,

Please find enclosed a copy of the referenced document.

Should you have any questions, please call Katusha Mercer at 281-206-5341.

Thank you for your assistance,

A handwritten signature in blue ink, appearing to read "Kelly King".

Kelly King
Land Assistant

4142.11

POOLING AGREEMENT
CONOCOPHILLIPS COMPANY
OATMAN STATE 11-14 1H UNIT
GLO UNIT NO. 6797
REEVES COUNTY, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and ConocoPhillips Company, herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES:

1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION:

2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C".

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit from the surface to the base of the Wolfcamp Formation, which base is seen at a depth of 13,619 feet true vertical depth on the log of the Chevron, Reeves State #3-27 well, API No. 42-389-30935 ("unitized interval").

POOLING AND EFFECT:

4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.
- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

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- (f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.
- (g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than 961 acres, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.
- (h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.
- (j) Should this Agreement terminate for any cause, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION:

5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND:

6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

FULL MARKET VALUE:

7.

In the event the State does not elect to take its royalty in kind, the State shall receive full market value for its royalty hereunder, such value to be determined as follows:

- (a) As to royalty on oil by (1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity for the field where produced and when run, or (2) the highest market price thereof offered or paid for the field where produced and when run, or (3) gross proceeds of the sale thereof, whichever is the greater;
- (b) As to royalty on gas, such value to be based on (1) the highest market price paid or offered for gas of comparable quality for the field where produced and when run, or (2) the gross price paid or offered to the producer, whichever is the greater.

(For the purposes of this Agreement "field" means the general area in which the lands covered hereby are located.)

4143.11

EFFECTIVE DATE:

8.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of May 6, 2014.

TERM:

9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease, covered by this Agreement.

STATE LAND:

10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION:

11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Reeves County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER:

12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS:

13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed

9/3/14

STATE OF TEXAS

Legal
Content
Geology
Executive

RECEIVED
9/3/14

By: Jerry E. Patterson
Jerry E. Patterson, Commissioner
of the General Land Office

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Date Executed 8/29/2014

CONOCOPHILLIPS COMPANY

By: Thomas J. Atkins
Its: Attorney-in-Fact

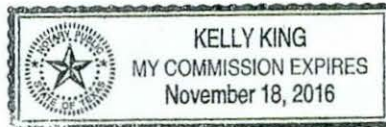
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STATE OF TEXAS

COUNTY OF HARRIS



This instrument was acknowledged before me on August 25th, 2014, by Thomas J. Atkins as Attorney-in-Fact of ConocoPhillips Company, a Delaware Corporation.
On behalf of said corporation

Kelly King
Notary Public in and for the State of Texas

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CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 6th day of May, 2014, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 4th day of September, 2014.

Stephanie Crenshaw
Secretary of the School Land Board

474211

EXHIBIT "A"

Oil and Gas Leases for ConocoPhillips Company
Oatman State 11-14 1H Unit, GLO Unit No. 6797
960.28 Acres, Reeves County, Texas

- 1) Oil, Gas and Mineral Lease dated August 4, 2011, between Patricia Fields Lee, also known as Patricia D. Lee and her husband, Bill Lee, as Lessor, and ConocoPhillips Company, as Lessee, a Memorandum of which is recorded in Volume 918, Page 470, Official Public Records of Reeves County, Texas, Lease #343788/001.
- 2) Oil and Gas Lease dated June 5, 2012, between Wells Fargo Bank, N.A., Agent for Desert Waterfall LLC, as Lessor, and ConocoPhillips Company, as Lessee, a Memorandum of which is recorded in Volume 956, Page 497, Official Public Records of Reeves County, Texas, Lease #343788/002.
- 3) Oil and Gas Lease dated June 5, 2012, between Wells Fargo Bank, N.A., Trustee of the Adriana Elkan Trust, as Lessor, and ConocoPhillips Company, as Lessee, a Memorandum of which is recorded in Volume 956, Page 499, Official Public Records of Reeves County, Texas, Lease #343788/003.
- 4) Oil and Gas Lease dated June 5, 2012, between Wells Fargo Bank, N.A., Trustee of the Alston Elkan Trust, as Lessor, and ConocoPhillips Company, as Lessee, a Memorandum of which is recorded in Volume 956, Page 501, Official Public Records of Reeves County, Texas, Lease #343788/004.
- 5) Oil, Gas and Mineral Lease dated May 10, 2012, between Priscilla F. Gilmore, as Lessor, and ConocoPhillips Company, as Lessee, a Memorandum of which is recorded in Volume 973, Page 283, Official Public Records of Reeves County, Texas, Lease #343788/005.
- 6) Oil and Gas Lease dated August 15, 2012, between Harold Alston Elkan and Nancy Hastings Elkan, as Lessor, and ConocoPhillips Company, as Lessee, a Memorandum of which is recorded in Volume 973, Page 30, Official Public Records of Reeves County, Texas, Lease #343788/006.
- 7) Oil, Gas and Mineral Lease dated December 14, 2010, between Fern Sawyer Ward, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 862, Page 518, Official Public Records of Reeves County, Texas, Lease #340676/001.
- 8) Oil, Gas and Mineral Lease dated December 27, 2010, between Penny Mancille Willer, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 862, Page 538, Official Public Records of Reeves County, Texas, Lease #340676/002.

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- 9) Oil, Gas and Mineral Lease dated December 14, 2010, between Scharbauer Alston Ward, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 862, Page 522, Official Public Records of Reeves County, Texas, Lease #340676/003.
- 10) Oil, Gas and Mineral Lease dated December 27, 2010, between Cyndi Mancille Johnson, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 863, Page 479, Official Public Records of Reeves County, Texas, Lease #340676/004.
- 11) Oil, Gas and Mineral Lease dated December 14, 2010, between Clara Irene Elkan Vucetic, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 864, Page 748, Official Public Records of Reeves County, Texas, Lease #340676/005.
- 12) Oil, Gas and Mineral Lease dated December 14, 2010, between Patsy Ruth Alston Ward, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 862, Page 514, Official Public Records of Reeves County, Texas, Lease #340676/006.
- 13) Oil, Gas and Mineral Lease dated December 27, 2010, between Patricia Goble, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 863, Page 491, Official Public Records of Reeves County, Texas, Lease #340676/007.
- 14) Oil, Gas and Mineral Lease dated December 3, 2010, between Jason Elkan, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 867, Page 665, Official Public Records of Reeves County, Texas, Lease #340676/008.
- 15) Oil, Gas and Mineral Lease dated December 27, 2010, between Bill M. Clifford, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 863, Page 487, Official Public Records of Reeves County, Texas, Lease #340676/009.
- 16) Oil, Gas and Mineral Lease dated December 27, 2010, between Bennett McBride, as Lessor and ConocoPhillips Company, as Lessee, recorded in Volume 862, Page 550, Official Public Records of Reeves County, Texas, Lease #340676/010.
- 17) Oil, Gas and Mineral Lease dated March 9, 2011, between Cristine Anna Elkan, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 873, Page 313, Official Public Records of Reeves County, Texas, Lease #340676/011.
- 18) Oil, Gas and Mineral Lease dated May 23, 2013, between Arthur R. Mancille, Jr., as Lessor, and ConocoPhillips Company, as Lessee, a Memorandum of which is recorded in Volume 1017, Page 703, Official Public Records of Reeves County, Texas, Lease #340676/013.
- 19) Oil, Gas and Mineral Lease dated February 7, 2011, between Edward Armstrong Elkan, III, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 871, Page 744, Official Public Records of Reeves County, Texas, Lease #342835/001.

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20) Oil and Gas Lease dated December 31, 2010, between the State of Texas, acting by and through its agent, Reed-George Land & Minerals, Ltd, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 868, Page 31, Official Public Records of Reeves County, Texas, Lease #340679/001; MF#112188.

21) Oil and Gas Lease dated December 31, 2010, between the State of Texas, acting by and through its agent, W. W. Oatman, Carolyn C. Oatman Trust, Carolyn C. Oatman, a/k/a Carolyn Clark Oatman, Trustee, Warren Malcolm Clark Trust, Warren Malcom Clark Trustee with Carolyn Clark Oatman, a/k/a Carolyn C. Oatman as Agent and Attorney-in-Fact, as Lessor, and ConocoPhillips Company, as Lessee, recorded in Volume 868, Page 41, Official Public Records of Reeves County, Texas, Lease #340679/002; MF#112188.

22) Oil and Gas Lease dated April 27, 2012, by and between Jack C. Provine, William Provine and Robert Provine, as Lessor, and Petrohawk Properties, LP, as Lessee, a Memorandum of which is recorded in Volume 946, Page 234 of the Official Public Records of Reeves County, Texas, Lease #343788/007.

TOGETHER WITH ALL AMENDMENTS, RATIFICATIONS, CORRECTIONS AND/OR
MODIFICATIONS OF THE OIL, GAS AND MINERAL LEASES DESCRIBED HEREIN ABOVE

END OF EXHIBIT "A"

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UELS, LLC

Regional Office * 111 NE 3rd Street
Seminole, TX 79360 * (432) 955-6100
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017
TBPLS Firm No. 10193884
www.uintahgroup.com

EXHIBIT "B"

Legal Description for ConocoPhillips Company
Oatman State 11-14 1H Unit, GLO Unit No. 6797
960.28 Acres, Reeves County, Texas

Being a 960.28 acre tract, more or less, and being the South Half of Section 11 and All of Section 14, Block 53, Public School Land Survey, Reeves County, Texas and being described by Metes and Bounds as follows:

BEGINNING at a ½" Iron Rod found for the Southwest corner of Section 14, Block 53, Public School Land Survey, Reeves County, Texas;

Thence N00°10'06"W 5278.80 feet along the West line of said Section 14 to a 1 ¼" Iron Pipe found for the Northwest corner of said Section 14 same being the Southwest corner of Section 11, Block 53, Public School Land Survey, Reeves County, Texas;

Thence N00°10'16"W 2639.26 feet along the West line of said Section 11 to a point for the Northwest corner of the South Half of said Section 11, which bears N00°10'16"W 2369.26 feet from a 1" Iron Pipe found for the Northwest Corner of Said section 11;

Thence N89°49'20"E 5279.49 feet to the Northeast corner of the South Half of said Section 11, which bears N00°09'04"W 2639.90 feet from a 1" Iron Pipe found for the Northeast corner of said Section 11;

Thence S00°09'04"E. 2639.90 feet along the East line of said Section 11 to a 1" Iron Pipe found for the Southeast corner of said Section 11 and same being the Northeast corner of said Section 14;

Thence S00°20'05"E 5275.21 feet along the East line of said Section 14 to a point for the Southeast corner of said Section 14;

Thence S89°47'24"W 5293.89 feet along the South line of said Section 14 to the POINT OF BEGINNING and containing 960.28 acres more or less.

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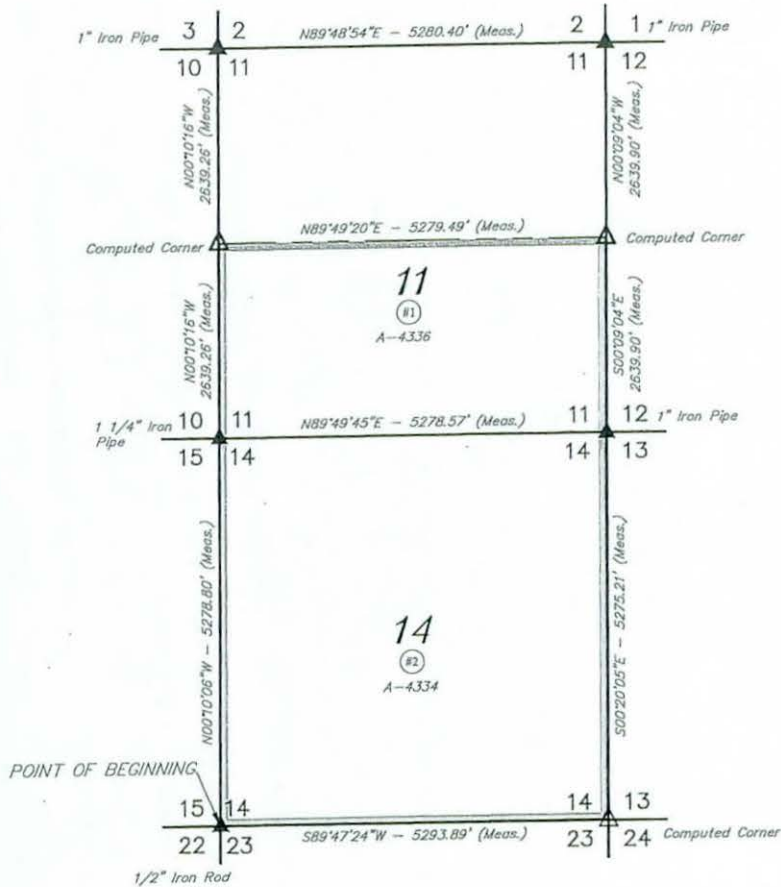
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SECTIONS 11 & 14, BLOCK 53, PUBLIC SCHOOL LAND SURVEY



UNIT BOUNDARY BREAKDOWN		
#1	HAROLD ALSTON ELKAN, ET AL	319.89 ACRES
#2	STATE OF TEXAS	640.39 ACRES
	TOTAL (Meas.)	960.28 ACRES

CERTIFICATE
THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM THE
NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION
AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF.



TRPLS Firm No. 10193884

Exhibit "C"
Legal Description for ConocoPhillips Company
Oatman State 11-14 1H Unit, GLO Unit No. 6797
960.28 Acres
Reeves County, Texas

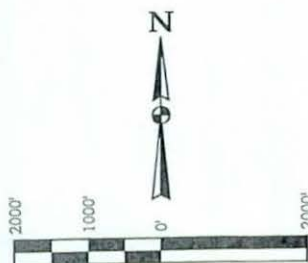


UELS, LLC
Regional Office * 111 NE 3rd Street
Seminole, TX 79360 * (432) 955-6100
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

SURVEYED BY: B.B., J.W.	SURVEY DATE: 02-05-14
DRAWN BY: D.H.	DATE DRAWN: 05-02-14
SCALE: 1" = 2000'	REVISED: 00-00-00
Exhibit "C"	

LEGEND:

- ▲ = SECTION CORNERS LOCATED
- △ = SECTION CORNERS RE-ESTABLISHED (Not Set on Ground)



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Inst No. 14-08900
DIANNE O. FLOREZ
COUNTY CLERK
2014 Sep 25 at 10:21 AM
REEVES COUNTY, TEXAS
By: ER *Elizabeth Flores* DEPUTY

474311

File No. M-112188
Ltr. From Conaco Phillips with
recorded Outman Unit #6797
Date Filed: 11/24/17
Jerry E. Patterson, Commissioner
By [Signature]

11/24/17



MF 112188
Unit 6797

Katusha Mercer
Associate Landman
Mid-Continent – West Permian
600 N. Dairy Ashford
BKC – 4005B
Houston, TX 77079
Tel: 281-206-5341
Fax: 281-206-5721
Ekaterina.L.Mercer@ConocoPhillips.com

August 12, 2014

State of Texas
General Land Office
Attn: Drew Reid
P.O. Box 12873
Austin, TX 78711-2873

Re: 1. Oil and Gas Lease dated December 31, 2010 between the State of Texas, acting by and through its agent, Reed-George Land & Minerals, Ltd., Surface Owner and Agent for the State of Texas, and ConocoPhillips Company, as Lessee, covering all of Section 14, Block 53, PSL Survey, Reeves County, Texas.
2. Oil and Gas Lease dated December 31, 2010 between the State of Texas, acting by and through its agent, W.W. Oatman, Et Al., Surface Owner and Agent for the State of Texas, and ConocoPhillips Company, as Lessee, covering all of Section 14, Block 53, PSL Survey, Reeves County, Texas.



Dear Mr. Reid,

Pursuant to the terms of the above described Oil & Gas Leases, this letter should serve the purpose of informing you that ConocoPhillips Company has begun to drill the Oatman State Unit 11-14 1H with a spud date of August 10, 2014. This well was originally scheduled to begin drilling operations in September but because of last minute schedule changes with rig availability it was accelerated.

The Oatman State Unit 11-14 1H well is located in the S/2 of Section 11 and Section 14, Block 53, PSL Survey, Reeves County, Texas. This well will target the Wolfcamp formation. Attached for your review is the plat and application to drill for the above referenced well.

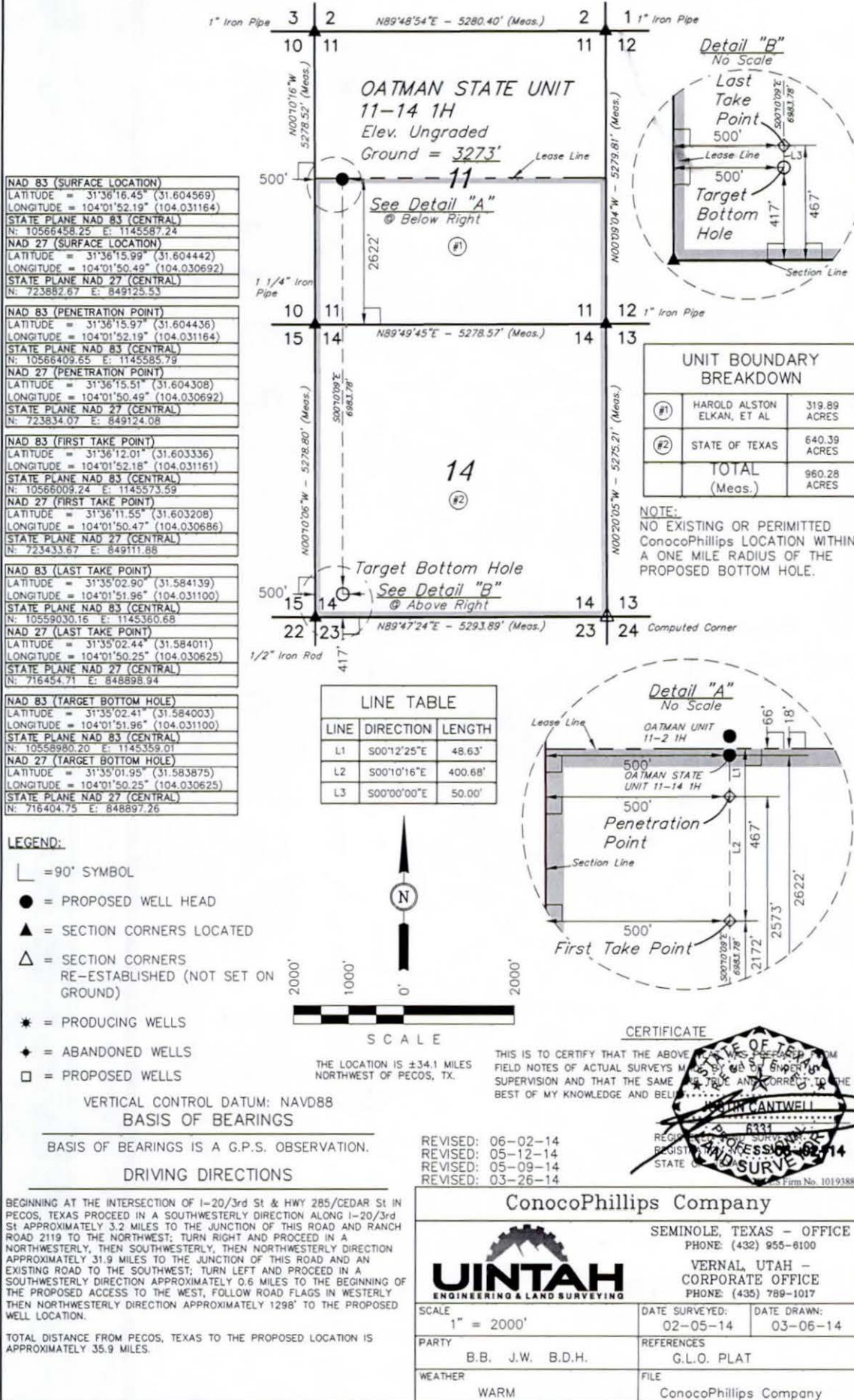
We sincerely appreciate your continued cooperation in the drilling of this well. Should you have any questions or concerns, please feel free to contact me at (281) 206-5341.

Sincerely,

Katusha Mercer
Associate Landman

Enclosures

**SECTION 11 & 14, BLOCK 53,
PUBLIC SCHOOL LAND SURVEY, REEVES COUNTY, TEXAS**



API No. <u>42-389-34296</u> Drilling Permit # <u>785882</u> SWR Exception Case/Docket No. <u>0289863</u> (R37)		 RAILROAD COMMISSION OF TEXAS OIL & GAS DIVISION APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.			FORM W-1 07/2004 Permit Status: Approved	
1. RRC Operator No. <u>172232</u>		2. Operator's Name (as shown on form P-5, Organization Report) CONOCOPHILLIPS COMPANY		3. Operator Address (include street, city, state, zip):		
4. Lease Name OATMAN STATE UNIT 11-14		5. Well No. <u>1H</u>				
GENERAL INFORMATION						
6. Purpose of filing (mark ALL appropriate boxes): ☒ New Drill ☐ Recompletion ☐ Reclass ☐ Field Transfer ☐ Re-Enter ☐ Amended ☐ Amended as Drilled (BHL) (Also File Form W-1D)						
7. Wellbore Profile (mark ALL appropriate boxes): ☐ Vertical ☒ Horizontal (Also File Form W-1H) ☐ Directional (Also File Form W-1D) ☐ Sidetrack						
8. Total Depth <u>11100</u>		9. Do you have the right to develop the minerals under any right-of-way? ☒ Yes ☐ No		10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? ☐ Yes ☒ No		
SURFACE LOCATION AND ACREAGE INFORMATION						
11. RRC District No. <u>08</u>		12. County REEVES		13. Surface Location ☒ Land ☐ Bay/Estuary ☐ Inland Waterway ☐ Offshore		
14. This well is to be located <u>34.1</u> miles in a <u>NW</u> direction from <u>PECOS</u> which is the nearest town in the county of the well site.						
15. Section <u>11</u>		16. Block <u>53</u>		17. Survey PSL/ ALSTON, MRS S		
		18. Abstract No. A-4336		19. Distance to nearest lease line: <u>1</u> ft.		
				20. Number of contiguous acres in lease, pooled unit, or unitized tract: <u>961.5</u>		
21. Lease Perpendiculars: <u>18</u> ft from the <u>NORTH</u> line and <u>500</u> ft from the <u>WEST</u> line.						
22. Survey Perpendiculars: <u>2622</u> ft from the <u>SOUTH</u> line and <u>500</u> ft from the <u>WEST</u> line.						
23. Is this a pooled unit? ☒ Yes ☐ No		24. Unitization Docket No:		25. Are you applying for Substandard Acreage Field? ☐ Yes (attach Form W-1A) ☒ No		
FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line.						
26. RRC District No.	27. Field No.	28. Field Name (exactly as shown in RRC records)	29. Well Type	30. Completion Depth	31. Distance to Nearest Well in this Reservoir	32. Number of Wells on this lease in this Reservoir
08	31913800	FORD, WEST (WOLFCAMP)	Oil or Gas Well	10800	0.00	1
08	80544500	SANDBAR (BONE SPRING)	Oil or Gas Well	10800	0.00	1
BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1H attachment)						
Remarks See W1 Comments attached			Certificate: I certify that information stated in this application is true and complete, to the best of my knowledge. Gustavo Fejervary, Regulatory Specialist Name of filer _____ Date submitted <u>Apr 30, 2014</u> <u>(281)2065275</u> <u>g.fejervary@cop.com</u> Phone E-mail Address (OPTIONAL)			
RRC Use Only Data Validation Time Stamp: Jul 18, 2014 9:47 AM(Current Version)						

Permit Status:	Approved
The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.	

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER
 This facsimile W-1 was generated electronically from data submitted to the RRC.
 A certification of the automated data is available in the RRC's Austin office.

Form W-1H		07/2004
Supplemental Horizontal Well Information		
Permit #	785882	
Approved Date:	Jul 14, 2014	

1. RRC Operator No. 172232	2. Operator's Name (exactly as shown on form P-5, Organization Report) CONOCOPHILLIPS COMPANY	3. Lease Name OATMAN STATE UNIT 11-14	4. Well No. 1H
-------------------------------	--	--	-------------------

Lateral Drainhole Location Information

5. Field as shown on Form W-1	FORD, WEST (WOLFCAMP) (Field # 31913800, RRC District 08)
-------------------------------	---

6. Section 14	7. Block 53	8. Survey PSL/ ALSTON, K M	9. Abstract 4334	10. County of BHL REEVES
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11. Terminus Lease Line Perpendiculars 417 ft. from the SOUTH line, and 500 ft. from the WEST line
12. Terminus Survey Line Perpendiculars 417 ft. from the SOUTH line, and 500 ft. from the WEST line
13. Penetration Point Lease Line Perpendiculars 66 ft. from the NORTH line, and 500 ft. from the WEST line

5. Field as shown on Form W-1	SANDBAR (BONE SPRING) (Field # 80544500, RRC District 08)
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6. Section 14	7. Block 53	8. Survey PSL/ ALSTON, K M	9. Abstract 4334	10. County of BHL REEVES
------------------	----------------	-------------------------------	---------------------	-----------------------------

11. Terminus Lease Line Perpendiculars 417 ft. from the SOUTH line, and 500 ft. from the WEST line
12. Terminus Survey Line Perpendiculars 417 ft. from the SOUTH line, and 500 ft. from the WEST line
13. Penetration Point Lease Line Perpendiculars 66 ft. from the NORTH line, and 500 ft. from the WEST line



Permit Status: **Approved**

The RRC has not approved this application.
Duplication or distribution of information is at
the user's own risk.

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

This facsimile W-1 was generated electronically from data submitted to the RRC.
A certification of the automated data is available in the RRC's Austin office.

W-1 Comments

Permit # 785882

Approved Date: Jul 14, 2014

[RRC STAFF May 8, 2014 8:33 AM]: There have been problems identified with this permit (see problem letter attachment). Notification sent.; [RRC STAFF May 13, 2014 8:41 AM]: Per Gustavo Fejervary, "The reference well is subject to SWR37 as there is BHP/Petrohawk has an undivided mineral ownership of 15%. This is also a pooled unit.

Please find P12, PLAT and Service list attached.

I'll contacting the sales department for associated fees."; [RRC STAFF May 13, 2014 8:50 AM]: Problems identified with this permit are resolved.; [RRC STAFF Jun 11, 2014 7:25 AM]: There have been problems identified with this permit (see problem letter attachment). Notification sent.; [RRC STAFF Jun 17, 2014 9:14 AM]: Problems identified with this permit are resolved.

#1218

File No. MF 112188 11.
W-1, noticed spud
389, - 34296
Date Filed: 8-15-14
Jerry E. Patterson, Commissioner
By JF



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 22, 2016

Keith Swiderski
Three Rivers Acquisition III LLC
5301 Southwest Parkway, Suite 400
Austin, TX 78735

RE: GLO Assignment ID # 9731 – MF-112188 A&B, MF-112189 A-T, MF-112190 A-T,
MF-112408 (Culberson Co.), MF115655 (Culberson Co.), MF117511 A-W, **MF116842**
MF117815 A-Y (A&B released), MF117816 A-W (A&B Expired)
Culberson & Reeves Counties

Dear Mr. Swiderski:

The General Land Office received the following instrument and has filed it in the appropriate files.

Assignment and Bill of Sale, effective 04/01/16 from ConocoPhillips Company,
Assignor to Three Rivers Acquisition III LLC, Assignee. Filed for record under
Culberson – Vol. 12, Pg. 641, Reeves – Vol. 1268, Pg. 0535.

Filing fees in the amount of \$2,850.00 were received in connection with the above assignment. Please feel free to contact me if you have any questions.

Best Regards,

Carl Bonn, CPL
Mineral Leasing
Energy Resources
(512) 463-5407
carl.bonn@glo.texas.gov

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

P.O. Box 12873 • Austin, Texas 78711-2873

512.463.5001 • 800.998.4GLO

glo.texas.gov



July 20, 2016

MF 112188

Texas General Land Office
Attn: Carl Bonn
PO Box 12873
Austin, TX 78711-2873

Reeves
Culberson

RE: Notice of Assignment of Lease - ConocoPhillips Company, as Assignor and Three Rivers Acquisition III LLC, as Assignee.

Dear Lessor,

Pursuant to the terms of your oil and gas lease, as described on the Exhibit "A" attached hereto, the Lessee of said lease is required to provide the Lessor with notice of any assignment of the lease along with a certified recorded copy of the Assignment and a check in the amount of \$2,850.00 for the filing fee.

On April 1, 2016, ConocoPhillips Company assigned all of its right, title and interest in the lease[s] to **THREE RIVERS ACQUISITION III LLC** ("Three Rivers").

Three Rivers' contact information is:

THREE RIVERS ACQUISITION III LLC
5301 Southwest Parkway, Suite 400
Austin, Texas 78735.
Mineral Owner Telephone Contact: (888) 491-5393
Mineral Owner Email Contact: royaltyrelations@3roc.com

Please sign and return the Exhibit A to acknowledge the receipt of payment for our records. If you have any questions regarding this transaction, please don't hesitate to contact us.

Best regards,

Keith Swiderski
Land

encl.

(512) 706-9869 - To get xc as Culberson Co
Cert xc & add MF #5

8-18-16 Rec'd Culberson Co Cert Copy

Three Rivers Operating Company III LLC

5301 Southwest Parkway , Suite 400 • Austin, TX 78735

CHECK NO.

010731

Reference	Inv date	Invoice No.	Invoice Amt	Prior Pmt	Discount	Amount Paid
1607-AP-18	07/18/16	CKREQ071816	2850.00	0.00		2850.00

16714092

Vendor

2468 COMMISSIONER OF THE TEXAS GEN

Ck date

07/20/16

2,850.00



July 20, 2016

Texas General Land Office
Attn: Carl Bonn
PO Box 12873
Austin, TX 78711-2873

RE: Notice of Assignment of Lease - ConocoPhillips Company, as Assignor and Three Rivers Acquisition III LLC, as Assignee.

Dear Lessor,

Pursuant to the terms of your oil and gas lease, as described on the Exhibit "A" attached hereto, the Lessee of said lease is required to provide the Lessor with notice of any assignment of the lease along with a certified recorded copy of the Assignment and a check in the amount of \$2,850.00 for the filing fee.

On April 1, 2016, ConocoPhillips Company assigned all of its right, title and interest in the lease[s] to **THREE RIVERS ACQUISITION III LLC** ("Three Rivers").

Three Rivers' contact information is:

THREE RIVERS ACQUISITION III LLC
5301 Southwest Parkway, Suite 400
Austin, Texas 78735.
Mineral Owner Telephone Contact: (888) 491-5393
Mineral Owner Email Contact: royaltyrelations@3roc.com

Please sign and return the Exhibit A to acknowledge the receipt of payment for our records. If you have any questions regarding this transaction, please don't hesitate to contact us.

Best regards,

Keith Swiderski
Land

encl.

Carl Bonn

Waiting on Culberson
cert xc

From: Carl Bonn
Sent: Wednesday, July 27, 2016 7:31 AM
To: Keith Swiderski
Subject: RE: Assignment of Lease ConocoPhillips to Three Rivers -

Good morning Keith,
I'll send the receipt as soon as we receive the certified copy from Culberson.
Thanks a ton for updating the exhibit.
Carl

w/ MF#!

From: Keith Swiderski [mailto:kswiderski@3roc.com]
Sent: Tuesday, July 26, 2016 2:49 PM
To: Carl Bonn <Carl.Bonn@GLO.TEXAS.GOV>
Subject: RE: Assignment of Lease ConocoPhillips to Three Rivers -

Carl,

Please see the attached. Once we have received a certified copy from Culberson I will send it over. Let me know if there is anything else you need, and please send over the signed acknowledgement of receipt whenever you can.

Keith Swiderski
Three Rivers Operating
512-706-9869

From: Carl Bonn [mailto:Carl.Bonn@GLO.TEXAS.GOV]
Sent: Monday, July 25, 2016 11:15 AM
To: Keith Swiderski
Subject: Assignment of Lease ConocoPhillips to Three Rivers -

Good morning Keith,
Your assignment was received by our office and have just one request.
Please write the mineral file numbers on the attached exhibit and I'll transfer to the certified copy.
I've written one of the Mineral File #'s on page 4 of the exhibit for your reference.
The last page of the assignment is stamped by Culberson County Vol 12, Pg 641-696 but not sure if this is a certified copy.
Give me a call if you have any questions.
Best regards,
Carl

LEASE NUMBER	MF #	LEASE DATE	LESSOR	LESSEE	COUNTY	LEGAL	BOOK	PAGE	FILING FEE
TX30330038-014	MF117815 F	2/23/2016	GLO, EVA HAWLEY SMITHER FAMILY TRUST, SARAH HAWLEY DUNNING AND JOHN RICHARD HAWLEY, CO-TRUSTEES	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1248	96	\$ 25.00
TX30330038-015	MF117815 Y	2/4/2016	GLO, CLYDE MICHAEL WILLIAMS III TRUST, BY CLYDE MICHAEL WILLIAMS III, TRUSTEE	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1256	766	\$ 25.00
TX30330038-016	MF117815 W	2/4/2016	GLO, JOHN THOMAS SMITHER WILLIAMS TRUST, BY JOHN THOMAS SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1256	734	\$ 25.00
TX30330038-017	MF117815 J	2/23/2016	GLO, WILBUR LAWRENCE SMITHER III ESTATE	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1250	588	\$ 25.00
TX30330038-018	MF117815 S	2/1/2016	GLO, WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1254	208	\$ 25.00
TX30330038-019	MF117815 E	2/1/2016	GLO, E M SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1257	7	\$ 25.00
TX30330038-020	MF117815 I	2/23/2016	GLO, SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1250	1	\$ 25.00
TX30330038-021	MF117815 L	2/23/2016	GLO, FRANCES R SNIPES	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1254	250	\$ 25.00
TX30330038-022	MF117815 V	2/4/2016	GLO, EDITH GIBBS WILLIAMS TRUST, BY EDITH GIBBS WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1256	714	\$ 25.00
TX30330038-023	MF117815 X	2/4/2016	GLO, KATHLEEN SMITHER WILLIAMS TRUST, BY KATHLEEN SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1256	724	\$ 25.00
TX30330039-001	MF117816 A	11/23/2015	GLO, SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1217	732	\$ 25.00
TX30330039-002	MF117816 B	11/23/2015	GLO, PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1217	722	\$ 25.00
TX30330039-003	MF117816 F	2/23/2016	GLO, CRIMSON PROPERTIES LTD	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1246	528	\$ 25.00
TX30330039-004	MF117816 I	2/23/2016	GLO, GERTRUDE J SMITHER, BY JOHN JACKSON SMITHER, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1246	564	\$ 25.00
TX30330039-005	MF117816 K	2/23/2016	GLO, FLORINE KLUSMAN	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1246	540	\$ 25.00
TX30330039-006	MF117816 D	2/23/2016	GLO, EVA HAWLEY SMITHER FAMILY TRUST, SARAH HAWLEY DUNNING AND JOHN RICHARD HAWLEY, CO-TRUSTEES	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1248	108	\$ 25.00
TX30330039-007	MF117816 S	3/1/2016	GLO, MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1248	120	\$ 25.00
TX30330039-008	MF117816 E	2/23/2016	GLO, MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1248	132	\$ 25.00
TX30330039-009	MF117816 R	3/1/2016	GLO, MARK B WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1248	144	\$ 25.00
TX30330039-010	MF117816 T	3/4/2016	GLO, EDITH GIBBS WILLIAMS TRUST, BY EDITH GIBBS WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1250	45	\$ 25.00
TX30330039-011	MF117816 U	3/4/2016	GLO, JOHN THOMAS SMITHER WILLIAMS TRUST, BY JOHN THOMAS SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1250	55	\$ 25.00
TX30330039-012	MF117816 H	2/23/2016	GLO, WILBUR LAWRENCE SMITHER III ESTATE, BY MARTHA MOSSMAN SMITHER, EXECUTOR	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1250	576	\$ 25.00
TX30330039-013	MF117816 Q	3/1/2016	GLO, WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1254	220	\$ 25.00
TX30330039-014	MF117816 P	3/1/2016	GLO, WALTER WOODWARD JR	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1249	739	\$ 25.00
TX30330039-015	MF117816 C	3/1/2016	GLO, E M SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1257	398	\$ 25.00
TX30330039-016	MF117816 G	2/23/2016	GLO, SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1250	13	\$ 25.00
TX30330039-017	MF117816 J	2/23/2016	GLO, FRANCES R SNIPES	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1254	238	\$ 25.00
TX30330039-018	MF117816 N	3/4/2016	GLO, KATHLEEN SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1249	775	\$ 25.00
TX30330039-019	MF117816 L	3/4/2016	GLO, EDITH GIBBS WILLIAMS, BY CLYDE MICHAEL WILLIAMS III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1249	751	\$ 25.00
TX30330039-020	MF117816 W	3/4/2016	GLO, CLYDE MICHAEL WILLIAMS III TRUST, BY CLYDE MICHAEL WILLIAMS III, TRUSTEE	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1250	35	\$ 25.00
TX30330039-021	MF117816 V	3/4/2016	GLO, KATHLEEN SMITHER WILLIAMS TRUST, BY KATHLEEN SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1250	25	\$ 25.00
TX30330039-022	MF117816 M	3/4/2016	GLO, JOHN THOMAS SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1249	763	\$ 25.00
TX30330039-023	MF117816 O	3/4/2016	GLO, CLYDE MICHAEL WILLIAMS III	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 12: E/2W/2	1249	787	\$ 25.00
TX30330019-000	MF112408	4/5/2011	COMMISSIONER OF THE GLO OF THE STATE OF TEXAS	ANGELLE & DONOHUE OIL & GAS PROPERTIES INC	CULBERSON	BLK 45, Public School Land Survey, Section 29: W/2NW/4	106	75	\$ 25.00

END EXHIBIT "A"

\$ 2,850.00

The above amounts are received from Three Rivers Operating Company III.

Your signature acknowledges the receipt of said payment in full and that the GLO filing fee of \$25 per lease is correct.

Signature: _____

Carl Bonn, General Land Office

Date: _____

8-19-16



LEASE NUMBER	MF #	LEASE DATE	LESSOR	LESSEE	COUNTY	LEGAL	BOOK	PAGE	FILING FEE
TX30330009-016	MF112190 E	4/4/2011	GLO, EDITH WILLIAMS, BY CLYDE MICHAEL WILLIAMS III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	572	\$ 25.00
TX30330009-017	MF112190 F	4/4/2011	GLO, KATHLEEN C SMITHER, BY CLYDE MICHAEL WILLIAMS III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	550	\$ 25.00
TX30330009-018	MF112190 T	4/4/2011	GLO, JOHN THOMAS SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	616	\$ 25.00
TX30330009-019	MF112190 Q	4/4/2011	GLO, CLYDE MICHAEL WILLIAMS III	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	682	\$ 25.00
TX30330009-020	MF112190 P	3/25/2011	GLO, SALLY H DUNNING, TRUSTEE OF THE EVA S HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	704	\$ 25.00
TX30330014-000	MF116842	6/13/2014	GLO, CMC/SC BECKHAM HOLDINGS LP, ET AL	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: SE/4	1091	304	\$ 25.00
TX30330037-001	MF117511 C	4/23/2015	GLO, SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	637	\$ 25.00
TX30330037-002	MF117511 B	4/23/2015	GLO, PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	627	\$ 25.00
TX30330037-003	MF117511 U	5/23/2015	GLO, CLYDE MICHAEL WILLIAMS III TRUST, BY CLYDE MICHAEL WILLIAMS III, TRUSTEE	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1198	1	\$ 25.00
TX30330037-004	MF117511 S	5/23/2015	GLO, JOHN THOMAS SMITHER WILLIAMS TRUST, BY JOHN THOMAS SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1198	21	\$ 25.00
TX30330037-005	MF117511 T	5/23/2015	GLO, EDITH GIBBS WILLIAMS TRUST, BY EDITH GIBBS WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1198	11	\$ 25.00
TX30330037-006	MF117511 N	5/23/2015	GLO, CLYDE MICHAEL WILLIAMS III	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	717	\$ 25.00
TX30330037-007	MF117511 L	5/23/2015	GLO, JOHN THOMAS SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	737	\$ 25.00
TX30330037-008	MF117511 K	5/23/2015	GLO, KATHLEEN SMITHER WILLIAMS BY CLYDE MICHAEL WILLIAMS III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	747	\$ 25.00
TX30330037-009	MF117511 M	5/23/2015	GLO, EDITH GIBBS WILLIAMS, BY CLYDE MICHAEL WILLIAMS III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	727	\$ 25.00
TX30330037-010	MF117511 O	5/23/2015	GLO, MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	767	\$ 25.00
TX30330037-011	MF117511 R	5/23/2015	GLO, MARK B WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	757	\$ 25.00
TX30330037-012	MF117511 I	5/23/2015	GLO, FRANCES R SNIPES	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	707	\$ 25.00
TX30330037-013	MF117511 E	5/23/2015	GLO, CRIMSON PROPERTIES LTD	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	657	\$ 25.00
TX30330037-014	MF117511 F	5/16/2015	GLO, MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	667	\$ 25.00
TX30330037-015	MF117511 J	5/16/2015	GLO, FLORINE KLUSSMANN	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	697	\$ 25.00
TX30330037-016	MF117511 P	5/23/2015	GLO, WALTER WOODWARD JR	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	777	\$ 25.00
TX30330037-017	MF117511 Q	5/23/2015	GLO, WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	787	\$ 25.00
TX30330037-018	MF117511 G	5/23/2015	GLO, SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	687	\$ 25.00
TX30330037-019	MF117511 H	5/23/2015	GLO, GERTRUDE J SMITHER	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	677	\$ 25.00
TX30330037-020	MF117511 V	5/23/2015	GLO, KATHLEEN SMITHER WILLIAMS TRUST, BY KATHLEEN SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	617	\$ 25.00
TX30330037-021	MF117511 D	5/23/2015	GLO, EVA HAWLEY SMITHER FAMILY TRUST, SARAH HAWLEY DUNNING AND JOHN RICHARD HAWLEY, CO-TRUSTEES	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	647	\$ 25.00
TX30330037-022	MF117511 A	5/23/2015	GLO, E M SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1197	603	\$ 25.00
TX30330037-023	MF117511 W	5/16/2015	GLO, WILBUR LAWRENCE SMITHER III ESTATE, BY MARTHA MOSSMAN SMITHER, EXECUTOR	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 47: W/2, NE/4	1233	718	\$ 25.00
TX30330038-001	MF117815 C	2/23/2016	GLO, SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1246	636	\$ 25.00
TX30330038-002	MF117815 D	2/23/2016	GLO, PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1246	672	\$ 25.00
TX30330038-003	MF117815 H	2/23/2016	GLO, CRIMSON PROPERTIES LTD	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1246	516	\$ 25.00
TX30330038-004	MF117815 K	2/23/2016	GLO, GERTRUDE J SMITHER, BY JOHN JACKSON SMITHER, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1246	576	\$ 25.00
TX30330038-005	MF117815 N	2/4/2016	GLO, EDITH GIBBS WILLIAMS, BY CLYDE MICHAEL WILLIAMS III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1246	588	\$ 25.00
TX30330038-006	MF117815 M	2/23/2016	GLO, FLORINE KLUSSMANN	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1246	552	\$ 25.00
TX30330038-007	MF117815 Q	2/4/2016	GLO, CLYDE MICHAEL WILLIAMS III	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1246	600	\$ 25.00
TX30330038-008	MF117815 O	2/4/2016	GLO, JOHN THOMAS SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1246	612	\$ 25.00
TX30330038-009	MF117815 P	2/4/2016	GLO, KATHLEEN SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1246	624	\$ 25.00
TX30330038-010	MF117815 R	2/1/2016	GLO, WALTER WOODWARD JR	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1246	648	\$ 25.00
TX30330038-011	MF117815 T	2/1/2016	GLO, MARK B WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1246	660	\$ 25.00
TX30330038-012	MF117815 U	2/1/2016	GLO, MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1246	684	\$ 25.00
TX30330038-013	MF117815 G	2/23/2016	GLO, MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 13: All	1248	84	\$ 25.00



EXHIBIT "A"

LEASE NUMBER	MF #	LEASE DATE	LESSOR	LESSEE	COUNTY	LEGAL	BOOK	PAGE	FILING FEE
TX30320022-000	MF115655	7/24/2013	GLO, WISE ASSET NO 11 LTD	CONOCOPHILLIPS COMPANY	CULBERSON	BLK 111, Public School Land Survey, Section 2: All; Section 10: All; Section 11: All; Section 12: All; Section 14: All; Section 24: All; BLK 45, Public School Land Survey, Section 30: NW/4	110	552	\$ 25.00
TX30330007-001	MF112188 B	12/31/2010	GLO, REED-GEORGE LAND & MINERALS	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 14: All	868	31	\$ 25.00
TX30330007-002	MF112188 A	12/31/2010	GLO, W W OATMAN, ET AL	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 14: All	868	41	\$ 25.00
TX30330008-001	MF112189 B	12/23/2010	GLO, SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	868	690	\$ 25.00
TX30330008-002	MF112189 C	12/23/2010	GLO, PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	868	680	\$ 25.00
TX30330008-003	MF112189 O	3/25/2011	GLO, CRIMSON PROPERTIES LTD	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	877	715	\$ 25.00
TX30330008-004	MF112189 M	4/1/2011	GLO, MARK B WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	877	385	\$ 25.00
TX30330008-005	MF112189 H	3/16/2011	GLO, MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	877	495	\$ 25.00
TX30330008-006	MF112189 G	3/16/2011	GLO, WILBUR L SMITHER III	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	896	707	\$ 25.00
TX30330008-007	MF112189 K	4/1/2011	GLO, WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	877	429	\$ 25.00
TX30330008-008	MF112189 J	4/1/2011	GLO, WALTER WOODWARD JR	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	877	462	\$ 25.00
TX30330008-009	MF112189 L	4/1/2011	GLO, MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	877	407	\$ 25.00
TX30330008-010	MF112189 A	4/1/2011	GLO, E M SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	879	250	\$ 25.00
TX30330008-011	MF112189 I	3/28/2011	GLO, SMITHER PARTNERS	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	877	473	\$ 25.00
TX30330008-012	MF112189 S	3/28/2011	GLO, GERTRUDE J SMITHER	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	877	627	\$ 25.00
TX30330008-013	MF112189 R	3/28/2011	GLO, FLORINE KLUSMAN	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	877	649	\$ 25.00
TX30330008-014	MF112189 N	3/28/2011	GLO, FRANCES R SNIPES	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	877	738	\$ 25.00
TX30330008-015	MF112189 D	4/4/2011	GLO, KATHLEEN WILLIAMS, BY CLYDE MICHAEL WILLIAMS III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	877	583	\$ 25.00
TX30330008-016	MF112189 E	4/4/2011	GLO, EDITH WILLIAMS, BY CLYDE MICHAEL WILLIAMS III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	877	561	\$ 25.00
TX30330008-017	MF112189 F	4/4/2011	GLO, KATHLEEN C SMITHER, BY CLYDE MICHAEL WILLIAMS III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	877	539	\$ 25.00
TX30330008-018	MF112189 T	4/4/2011	GLO, JOHN THOMAS SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	877	605	\$ 25.00
TX30330008-019	MF112189 Q	4/4/2011	GLO, CLYDE MICHAEL WILLIAMS III	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	877	671	\$ 25.00
TX30330008-020	MF112189 P	3/25/2011	GLO, SALLY H DUNNING, TRUSTEE OF THE EVA S HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	BLK 53, Public School Land Survey, Section 1: All	877	693	\$ 25.00
TX30330009-001	MF112190 B	12/23/2010	GLO, SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	869	274	\$ 25.00
TX30330009-002	MF112190 C	12/23/2010	GLO, PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	868	700	\$ 25.00
TX30330009-003	MF112190 O	3/25/2011	GLO, CRIMSON PROPERTIES LTD	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	726	\$ 25.00
TX30330009-004	MF112190 H	3/16/2011	GLO, MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	506	\$ 25.00
TX30330009-005	MF112190 G	3/16/2011	GLO, WILBUR L SMITHER III	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	528	\$ 25.00
TX30330009-006	MF112190 M	4/1/2011	GLO, MARK B WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	396	\$ 25.00
TX30330009-007	MF112190 K	4/1/2011	GLO, WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	440	\$ 25.00
TX30330009-008	MF112190 J	4/1/2011	GLO, WALTER WOODWARD JR	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	451	\$ 25.00
TX30330009-009	MF112190 L	4/1/2011	GLO, MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	418	\$ 25.00
TX30330009-010	MF112190 A	4/1/2011	GLO, E M SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	879	265	\$ 25.00
TX30330009-011	MF112190 I	3/28/2011	GLO, SMITHER PARTNERS	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	484	\$ 25.00
TX30330009-012	MF112190 S	3/28/2011	GLO, GERTRUDE J SMITHER	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	638	\$ 25.00
TX30330009-013	MF112190 R	3/28/2011	GLO, FLORINE KLUSMAN	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	660	\$ 25.00
TX30330009-014	MF112190 N	3/28/2011	GLO, FRANCES R SNIPES	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	749	\$ 25.00
TX30330009-015	MF112190 D	4/4/2011	GLO, KATHLEEN WILLIAMS, BY CLYDE MICHAEL WILLIAMS III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	REEVES	BLK 45, Public School Land Survey, Section 48: South 400.98 Acres	877	594	\$ 25.00



Schedule 1 to EXHIBIT A

LEASES

MAVERICK LEASES COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
340571-000	12/30/2010	TEXAS PYTHIAN HOMES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 884, P 394, REEVES	NE/4, Section 10, Blk 53, PSL
340572-001	12/28/2010	JANICE PICKENS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 1, CULBERSON V 889, P 01, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340572-002	2/24/2011	RICHARD FOSTER MAYS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 35, CULBERSON V 880, P 415, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340572-003	2/24/2011	JOHN LANE MAYS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 29, CULBERSON V 880, P 408, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340572-004	2/24/2011	JANE WILLIAMSON	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 23, CULBERSON V 880, P 401, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340572-005	2/24/2011	MARK J. MUELLER	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 17, CULBERSON V 880, P 394, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340572-006	2/24/2011	GEORGE & LEANNE POPKO	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 11, CULBERSON V 880, P 387, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340572-007	2/24/2011	ARLEN T. BOREN	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 5, CULBERSON V 880, P 380, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340572-008	11/4/2010	ANDRE DUCHATEAU	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 850, CULBERSON V 1020, P 36, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340572-009	2/7/2011	BHCH MINERAL, LTD., AND FREDERICKSBURG ROYALTY, LTD.	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 107, P 272, CULBERSON V 929, P 87, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340572-010	11/2/2010	JOHN BENTLEY MAYS	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 104, P 108, CULBERSON V 1020, P 56, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340572-011	10/27/2010	KMP RESOURCES	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 853, CULBERSON V 1020, P 40, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340572-012	10/27/2010	WHITE STAR ENERGY	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 859, CULBERSON V 1020, P 48, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340572-013	10/27/2010	PECOS BEND ROYALTIES	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 856, CULBERSON V 1020, P 44, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340572-014	10/14/2010	BILL N. CAMP, TRUSTEE AND CAMP OIL COMPANY	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 104, P 285, CULBERSON V 1020, P 67, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340572-015	10/14/2010	RODNEY CAMP	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 104, P 279, CULBERSON V 1020, P 60, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340572-016	10/14/2010	EVELYN BYRNES CAMP	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 104, P 292, CULBERSON V 1020, P 75, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45

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MAVERICK LEASES							
COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
340672-017	10/15/2010	HENDERSON MEMORIAL HOSPITAL	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 849, CULBERSON V 1020, P 34, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-018	1/18/2011	THE FROST NATIONAL BANK, TRUSTEE OF THE BARBARA L. CAMP TESTAMENTARY TRUST FBO BRITTANY F CONTIE, ACCOUNT NO. FA075	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 104, P 549, CULBERSON V 872, P 678, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-019	8/1/2010	HELEN HOLT	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 862, CULBERSON V 1020, P 52, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-020	4/1/2013	ALPINE ROYALTIES LLC	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 109, P 501, CULBERSON V 1010, P 12, REEVES	All of Sec. 28; All of Sec. 29 LESS and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-021	3/21/2013	DEBORAH INMAN	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 109, P 450, CULBERSON V 1006, P 771, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-022	3/21/2013	BILLIE L. CARR	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 109, P 451, CULBERSON V 1006, P 769, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-023	7/6/2013	BARBARA J. KING	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 109, P 845, CULBERSON V 1030, P 734, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-024	6/18/2014	BELMONT SISTERS, LP AND PATRICIA PENROSE SCHIEFFER TESTAMENTARY TRUST, BANK OF AMERICA, N.A., AGENT	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 114, P 659, CULBERSON V 1146, P 30, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340673-001	12/30/2010	KELLY & MARY MILES PIGG FAMILY TRUST	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 104, P 198, CULBERSON V 869, P 07, REEVES	All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45
340673-002	12/30/2010	WANDA BILLINGS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 104, P 202, CULBERSON V 869, P 03, REEVES	All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45
340674-001	12/27/2010	ANNE MARIE MCMILLIAN INDIVIDUALLY AND AS TRUSTEE OF THE MCMILLIAN TRUST	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 104, P 198, CULBERSON V 869, P 10, REEVES	All of Sec. 45, Blk 45
340675-000	12/29/2010	DR. PEPPER BOTTLING COMPANY OF DUBLIN, INC.	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 864, P 766, REEVES	W/2 Sec. 39, Blk 45
340675-001	12/14/2010	FERN SAWYER WARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 862, P 518, REEVES	S/2 of Sec. 11, Blk 53
340675-002	12/27/2010	PENNY MANCILLE WILLER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 862, P 538, REEVES	All of Sec. 11, Blk 53
340675-003	12/14/2010	SCHARBAUER ALSTON WARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 862, P 522, REEVES	S/2 of Sec. 11, Blk 53
340675-004	12/27/2010	CYNDI MANCILLE JOHNSON	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 863, P 479, REEVES	All of Sec. 11, Blk 53
340675-005	12/14/2010	CLARA IRENE ELKAN VUCETIC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 864, P 746, REEVES	All of Sec. 11, Blk 53

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MAVERICK LEASES							
COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
340676-006	12/14/2010	PATSY RUTH ALSTON WARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 862, P 514, REEVES	S/2 of Sec. 11, Blk 53
366595-002	3/1/2016	ECHO MINERALS AC, LLC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53; N/2 of Sec. 11, Blk 53
366595-001	2/12/2016	SUE MITCHAM	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03751	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53; N/2 of Sec. 11, Blk 53
340676-007	12/27/2010	PATRICIA GOBLE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 863, P 491, REEVES	All of Sec. 11, Blk 53
340676-008	12/14/2010	JASON ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 861, P 688, REEVES	All of Sec. 11, Blk 53
340676-009	12/27/2010	BILL M. CLIFFORD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 863, P 487, REEVES	All of Sec. 11, Blk 53
340676-010	12/27/2010	BENNETT MCBRIDE, HEIR OF JUANITA MCBRIDE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 862, P 550, REEVES	All of Sec. 11, Blk 53
340676-011	3/9/2011	CRISTINE ANNA ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 873, P 313, REEVES	All of Sec. 11, Blk 53
340676-013	5/23/2013	ARTHUR JR MANCEILLE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1017, P 703, REEVES	All of Sec. 11, Blk 53
340677-002	12/27/2010	PATRICIA GOBLE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 863, P 495, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-003	12/14/2010	JASON ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 864, P 390, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-004	12/27/2010	BILL M. CLIFFORD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 863, P 483, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-005	12/27/2010	BENNETT MCBRIDE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 862, P 546, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-007	12/27/2010	PENNY MANCEILLE WILLER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 862, P 542, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-008	12/27/2010	CYNDI MANCEILLE JOHNSON	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 863, P 475, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-010	3/9/2011	CRISTINE ANNA ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 873, P 309, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-012	12/14/2010	CLARA IRENE ELKAN VUCETIC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 873, P 317, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340679-001	12/31/2010	REED-GEORGE LAND & MINERALS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 868, P 31, REEVES	All of Sec. 14, Blk 53
340679-002	12/31/10	CAROLYN CLARK OATMAN TRUST, WW OATMAN, WARREN MALCOLM CLARK TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 868, P 41, REEVES	All of Sec. 14, Blk 53
340680-001	12/23/2010	SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 868, P 680, REEVES	All of Sec. 1, Blk 53
340680-002	12/23/2010	PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 868, P 680, REEVES	All of Sec. 1, Blk 53
340680-003	3/16/2011	MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 485, REEVES	All of Sec. 1, Blk 53

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MAVERICK LEASES								
COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED	
340680-004	3/15/2011	WILBUR L. SMITHER, III	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 896, P 707, REEVES	All of Sec. 1, Blk 53	
340680-006	3/25/2011	CRIMSON PROPERTIES, LTD.	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 715, REEVES	All of Sec. 1, Blk 53	
340680-006	4/1/2011	MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 385, REEVES	All of Sec. 1, Blk 53	
340680-007	4/1/2011	WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 429, REEVES	All of Sec. 1, Blk 53	
340680-008	4/1/2011	WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 462, REEVES	All of Sec. 1, Blk 53	
340680-009	4/1/2011	MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 407, REEVES	All of Sec. 1, Blk 53	
340680-010	4/1/2011	E.M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 879, P 250, REEVES	All of Sec. 1, Blk 53	
340680-011	3/28/2011	SMITHER PARTNERS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 473, REEVES	All of Sec. 1, Blk 53	
340680-012	3/28/2011	GERTRUDE J. SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 627, REEVES	All of Sec. 1, Blk 53	
340680-013	3/28/2011	FLORINE KLUSMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 649, REEVES	All of Sec. 1, Blk 53	
340680-014	3/28/2011	FRANCES R. SNIPES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 738, REEVES	All of Sec. 1, Blk 53	
340680-015	4/4/2011	KATHLEEN WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 583, REEVES	All of Sec. 1, Blk 53	
340680-016	4/4/2011	EDITH WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 561, REEVES	All of Sec. 1, Blk 53	
340680-017	4/4/2011	KATHLEEN C. SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 539, REEVES	All of Sec. 1, Blk 53	
340680-018	4/4/2011	JOHN THOMAS SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 605, REEVES	All of Sec. 1, Blk 53	
340680-019	4/4/2011	CLYDE MICHAEL WILLIAMS III	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 671, REEVES	All of Sec. 1, Blk 53	
340680-020	3/25/2011	SALLY H. DUNNING, TRUSTEE OF THE EVA S. HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 693, REEVES	All of Sec. 1, Blk 53	
340683-001	12/23/2010	SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 869, P 274, REEVES	S 400.88 of Sec. 48, Blk 45	
340683-002	12/23/2010	PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 868, P 700, REEVES	S 400.88 of Sec. 48, Blk 45	
340683-003	3/10/2011	MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 506, REEVES	S 400.88 of Sec. 48, Blk 45	
340683-004	3/18/2011	WILBUR L. SMITHER, III	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 896, P 696, REEVES	S 400.88 of Sec. 48, Blk 45	
340683-006	3/25/2011	CRIMSON PROPERTIES, LTD.	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 726, REEVES	S 400.88 of Sec. 48, Blk 45	
340683-006	4/1/2011	MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 396, REEVES	S 400.88 of Sec. 48, Blk 45	

MAVERICK LEASES								
COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED	
112190 K	340683-007	4/1/2011	WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 440, REEVES	S 400.98 of Sec. 48, Blk 45
112190 J	340683-008	4/1/2011	WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 451, REEVES	S 400.98 of Sec. 48, Blk 45
112190 L	340683-009	4/1/2011	MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 418, REEVES	S 400.98 of Sec. 48, Blk 45
112190 A	340683-010	3/25/2011	E.M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 878, P 265, REEVES	S 400.98 of Sec. 48, Blk 45
112190 I	340683-011	3/28/2011	SMITHER PARTNERS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 484, REEVES	S 400.98 of Sec. 48, Blk 45
112190 S	340683-012	3/28/2011	GERTRUDE J SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 838, REEVES	S 400.98 of Sec. 48, Blk 45
112190 R	340683-013	3/28/2011	FLORINE KLUSSMANN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 660, REEVES	S 400.98 of Sec. 48, Blk 45
112190 N	340683-014	3/28/2011	FRANCES R. SNIPES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 749, REEVES	S 400.98 of Sec. 48, Blk 45
112190 D	340683-015	4/4/2011	KATHLEEN WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 594, REEVES	S 400.98 of Sec. 48, Blk 45
112190 E	340683-016	4/4/2011	EDITH WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 572, REEVES	S 400.98 of Sec. 48, Blk 45
112190 F	340683-017	4/4/2011	KATHLEEN C SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 550, REEVES	S 400.98 of Sec. 48, Blk 45
112190 T	340683-018	4/4/2011	JOHN THOMAS SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 618, REEVES	S 400.98 of Sec. 48, Blk 45
112190 Q	340683-019	4/4/2011	CLYDE MICHAEL WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 682, REEVES	S 400.98 of Sec. 48, Blk 45
112190 P	340683-020	3/25/2011	SALLY H. DUNNING, TRUSTEE OF THE EVA S HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 704, REEVES	S 400.98 of Sec. 48, Blk 45
	342452-001	11/7/2013	KATHRYN WHITTINGTON BASHE FAMILY LIVING TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1041, P 278, REEVES	All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
	342468-001	2/25/2014	LONGHORN ASSOCIATES	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 112, P 45, CULBERSON V 1068, P 523, REEVES	All of Sec. 28; E 44 of Sec. 29, Blk 45
	342468-002	10/28/2014	LARRY T LONG	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 115, P 85, CULBERSON V 1148, P 540, REEVES	All of Sec. 28; E 44 of Sec. 29, Blk 45
	342469-001	12/1/2010	JAMES ROBERT HILL, ET AL	ENERGEN RESOURCES CORPORATION	REEVES	TEXAS	V 803, P 335, REEVES	S 425.67 of Sec. 36, Blk 45
	342483-000	6/13/2014	CMC/SC BECKHAM HOLDINGS, LP ET AL	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1091, P 315, REEVES	NE 1/4 Sec. 2, Blk 53
	342484-000	6/13/2014	STATE OF TEXAS, CMC/SC BECKHAM HOLDINGS, LP ET AL	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1091, P 304, REEVES	SE 1/4 Sec. 47, Blk 45
	342504-001	10/1/2014	CHEVRON U.S.A. INC.	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 114, P 447, CULBERSON V 1137, P 245, REEVES	N 1/2, SW 1/4, W 1/2 SE 1/4 Sec. 5; All of Sec. 6, Blk 53



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MAVERICK LEASES							
COPIED #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
342509-001	10/21/2011	T-76, LLC	PETROHAWK PROPERTIES, LP	CULBERSON & REEVES	TEXAS	V 107, P 97, CULBERSON V 910, P 197, REEVES	All of Sec. 28, Blk 45
342510-001	10/21/2011	DELA MINERALS, INC.	PETROHAWK PROPERTIES, LP	CULBERSON & REEVES	TEXAS	V 107, P 99, CULBERSON V 910, P 195, REEVES	All of Sec. 33; All of Sec. 40; S/2, NE/4 and E/2 NW/4 of Sec. 29; All of Sec. 41, Blk 45
342511-001	4/7/2011	THE MARY JANE ROBINSON LIVING TRUST	CHI ENERGY, INC.	CULBERSON	TEXAS	V 105, P 184, CULBERSON	All of Sec. 43; All of Sec. 44, Blk 45
342612-000	4/5/2011	JERRY E. PATTERSON, COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS	ANGELLE & DONOHUE OIL & GAS PROPERTIES, INC	CULBERSON	TEXAS	V 106, P 75, CULBERSON	W/2 NW/4 of Sec. 28, Blk 45
342621-001	11/16/2014	GARY NEIL COVINGTON, TRUSTEE OF THE COVINGTON TRUST	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 114, P 835, CULBERSON V 1134, P 315, REEVES	All of Sec. 28, Blk 45
342522-001	11/5/2014	FROST BANK, TRUSTEE FOR THE RUSSELL GARWOOD TRUST, CASSANDRA GARWOOD TRUST, AND THE SAMANTHA GARWOOD TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1137, P 248, REEVES	E 84 of Sec. 28; E 135 of Sec. 33; E 160 of Sec. 40, Blk 45
342820-001	3/23/2011	THE ALLAR COMPANY	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 111, P 713, CULBERSON	All of Sec. 43, Blk 45
342821-001	3/23/2011	THE ALLAR COMPANY	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 111, P 712, CULBERSON	S/2 of Sec. 44, Blk 45
342827-001	3/23/2011	THE ALLAR COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1082, P 147, REEVES	S/2, NW/4, W/2NE/4 Sec. 3, Blk 53
342828-002	3/11/2011	WANDA L BILLINGS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 106, P 488, CULBERSON V 879, P 583, REEVES	All of Sec. 4, Blk 53
342828-003	3/11/2011	HAROLD H. PIGG TRUSTEE OF THE KELLY PIGG AND MARY MILES FAMILY TRUST	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 106, P 484, CULBERSON V 879, P 583, REEVES	All of Sec. 4, Blk 53
342829-001	3/23/2011	THE ALLAR COMPANY	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 111, P 715, CULBERSON	N/2, SW/4, W/2SE Sec. 5, Blk 53
342830-001	3/23/2011	THE ALLAR COMPANY	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 111, P 716, CULBERSON	All of Sec. 6, Blk 53
342835-001	2/7/2011	EDWARD ARMSTRONG III ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 871, P 744, REEVES	All of Sec. 11; SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
342836-001	3/24/2011	PATRICIA GOBLE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 879, P 579, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-002	3/24/2011	FERN SAWYER WARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 879, P 583, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-003	3/24/2011	SCHARBAUER ALSTON WARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 879, P 589, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-004	3/23/2011	PATSY RUTH ALSTON WARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 879, P 587, REEVES	E/2NE/4 Sec. 3, Blk 53



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NATURAL RESOURCES

MAVERICK LEASES							
COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
342836-006	3/24/2011	CLARA IRENE ELKAN VUCETIC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 142, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-007	3/24/2011	CYNDI MANCILLE JOHNSON	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 138, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-008	3/24/2011	PENNY MANCILLE WALLER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 158, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-009	3/24/2011	BENNETT MCBRIDE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 880, P 424, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-010	3/24/2011	BILL M. CLIFFORD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 880, P 428, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-011	3/23/2011	EDWARD ARMSTRONG III ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 880, P 432, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-012	8/16/2011	JASON ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 888, P 332, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-013	8/15/2012	CRISTINE ANNA ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 967, P 604, REEVES	E/2NE/4 Sec. 3, Blk 53
342846-001	12/31/10	W.W.OATMAN, ET AL	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 108, P 651, CULBERSON V 884, P 715, REEVES	S/2, NW/4, W/2 NE/4 of Sec. 3; N/2, SW/4, W/2 SE/4 of Sec. 5; All of Section 6, Block 53
343788-001	8/4/2011	PATRICIA FIELDS LEE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 918, P 470, REEVES	All of Sec. 11; S/2, NW/4 Sec. 2; E/2 NE/4 Sec. 3, Blk 53
343788-002	6/5/2012	WELLS FARGO BANK NA AGENT FOR DESERT WATERFALL LLC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	B 956, P 497, REEVES	All of Sec. 11; S/2, NW/4 Sec. 2; E/2 NE/4 Sec. 3, Blk 53
343788-003	6/5/2012	WELLS FARGO BANK NA TRUSTEE OF THE ADRIANA ELKAN TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	B 956, P 499, REEVES	All of Sec. 11; S/2, NW/4 Sec. 2; E/2 NE/4 Sec. 3, Blk 53
343788-004	6/5/2012	WELLS FARGO BANK NA TRUSTEE OF THE ALSTON ELKAN TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	B 956, P 501, REEVES	All of Sec. 11; S/2, NW/4 Sec. 2; E/2 NE/4 Sec. 3, Blk 53
343788-005	5/10/2012	PRISCILLA F GILMORE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 973, P 283, REEVES	All of Sec. 11; NW/4, SW/4, SE Sec. 2; E/2 NE/4 Sec. 3, Blk 53
343788-006	8/15/2012	HAROLD AND NANCY ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 973, P 30, REEVES	All of Sec. 11; S/2, NW/4 Sec. 2; E/2 NE/4 Sec. 3, Blk 53
343788-007	4/27/2012	JACK C. PROVINE, WILLIAM PROVINE & ROBERT PROVINE	PETROHAWK PROPERTIES, LP	REEVES	TEXAS	V 946, P 234, REEVES	All of Sec. 11; W/2, SE Sec. 2; E/2 NE/4 Sec. 3, Blk 53
343800-002	12/20/2011	CHARLOTTE WHALEY	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 107, P 399, CULBERSON V 921, P 253, REEVES	All of Sec. 42; All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
343800-003	5/15/2012	BETTY W. PETERSON	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 950, P 273, REEVES V 108, P 71, CULBERSON	All of Sec. 42; All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
343800-005	12/28/2011	WILLIAM WILTON WEEKS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 107, P 596, CULBERSON V 939, P 105, REEVES	All of Sec. 42; All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
343800-009	10/2/2013	CARROLLTON MINERAL PARTNERS III, LP	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 110, P 867, CULBERSON V 1048, P 145	All of Sec. 42; All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
343800-010	9/15/2013	DAI TEX MUNN ASSOCIATES	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 112, P 902, CULBERSON V 1067, P 723, REEVES	All of Sec. 42; All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
343801-001	12/20/2011	DIANA FLYNT & HUSBAND HRABOVSKY	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 107, P 393, CULBERSON V 921, P 247, REEVES	All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45; All of Sec. 4, Blk 53

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MAVERICK LEASES							
COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
343801-002	12/15/2011	PATSY R. BALL	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 107, P 402, CULBERSON V 921, P 256, REEVES	All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
343801-006	12/25/2011	JOHN ROBERT AND WIFE FLYNT	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 928, P 382, REEVES V 108, P 458, CULBERSON	All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
343823-001	2/13/2012	MARY JANE ROBINSON LIVING TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 947, P 567, REEVES	All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
343831-001	5/30/2012	KELLY AND MARY MILES PIGG FAMILY TRUST	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 108, P 101, CULBERSON	All of Sec. 42, Blk 45
343831-002	5/30/2012	JOHN ROBERT AND WIFE FLYNT	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 108, P 80, CULBERSON	All of Sec. 42, Blk 45
343831-003	5/30/2012	MARY JANE ROBINSON LIVING TRUST	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 108, P 102, CULBERSON	All of Sec. 42, Blk 45
343831-004	5/30/2012	DIANA FLYNT & HUSBAND ROBERT HRABOVSKY	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 109, P 64, CULBERSON	All of Sec. 42, Blk 45
343831-006	5/30/2012	PATSY R. BALL	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 109, P 68, CULBERSON	All of Sec. 42, Blk 45
343831-006	5/30/2012	WANDA L BILLINGS	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 108, P 606, CULBERSON	All of Sec. 42, Blk 45
343831-015	3/23/2011	THE ALLAR COMPANY	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 111, P 719, CULBERSON	All of Sec. 42, Blk 45
343839-001	8/20/2012	THE ESTATE OF KELLY H. BAXTER	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 108, P 557, CULBERSON	All of Sec. 42; All of Sec. 43; S/2 of Sec. 44, Blk 45; E/2SE Sec. 5, Blk 53
366484-001	4/23/2015	SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 837, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-002	4/23/2015	PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 627, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-003	5/23/2015	CLYDE MICHAEL WILLIAMS, III TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1198, P 1, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-004	5/23/2015	JOHN THOMAS SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1198, P 21, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-005	5/23/2015	EDITH GIBBS WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1198, P 11, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-006	5/23/2015	CLYDE MICHAEL WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 717, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-007	5/23/2015	JOHN THOMAS SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 737, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-008	5/23/2015	KATHLEEN SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 747, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-009	5/23/2015	EDITH GIBBS WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 727, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-010	5/23/2015	MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 767, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-011	5/23/2015	MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 757, REEVES	W/2 and NE/4 of Sec. 47, Blk 45

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MAVERICK LEASES COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
366404-012	6/23/2015	FRANCES SNIPES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 707, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366404-013	5/23/2015	CRIMSON PROPERTIES LTD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 657, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366404-014	5/16/2015	MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 667, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366404-016	5/23/2015	FLORINE KLUSSMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 697, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366404-016	5/23/2015	WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 777, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366404-017	5/23/2015	WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 787, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366404-018	5/23/2015	SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 887, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366404-019	5/23/2015	GERTRUDE J SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 677, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366404-020	5/23/2015	KATHLEEN SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 617, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366404-021	5/25/2015	EVA HAWLEY SMITHER FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 647, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366404-022	5/23/2015	E.M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 603, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366404-023	5/16/2015	WILBUR LAWRENCE SMITHER, III ESTATE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1233, P 718, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366528-003	2/23/2015	CRIMSON PROPERTIES LTD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02719	All of Sec. 13, Blk 53
366528-004	2/23/2015	GERTRUDE J. SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02729	All of Sec. 13, Blk 53
366528-005	2/4/2016	EDITH GIBBS WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02731	All of Sec. 13, Blk 53
366528-006	2/23/2016	FLORINE KLUSMANN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02725	All of Sec. 13, Blk 53
366528-007	2/4/2016	CLYDE MICHAEL WILLIAMS, III	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02733	All of Sec. 13, Blk 53
366528-008	2/4/2016	JOHN THOMAS SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02735	All of Sec. 13, Blk 53
366528-009	2/4/2016	KATHLEEN SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02737	All of Sec. 13, Blk 53
366528-010	2/4/2016	CLYDE MICHAEL WILLIAMS, III, TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	All of Sec. 13, Blk 53
366528-011	2/23/2015	SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02739	All of Sec. 13, Blk 53
366528-012	2/1/2016	WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02741	All of Sec. 13, Blk 53
366528-013	2/1/2016	MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02743	All of Sec. 13, Blk 53
366528-014	2/23/2016	PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02745	All of Sec. 13, Blk 53

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MAVERICK LEASES COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
366628-015	2/1/2016	MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 18-02747	All of Sec. 13, Blk 53
366628-016	2/4/2016	JOHN THOMAS SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	All of Sec. 13, Blk 53
366628-017	2/23/2016	MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02859	All of Sec. 13, Blk 53
366628-018	2/23/2016	SARAH HAWLEY DUNNING AND JOHN RICHARD HAWLEY, CO- TRUSTEES OF THE EVA SMITHER HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02951	All of Sec. 13, Blk 53
366628-021	2/23/2016	WILBUR LAWRENCE SMITHER, III ESTATE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03333	All of Sec. 13, Blk 53
366628-022	2/1/2016	WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03756	All of Sec. 13, Blk 53
366628-024	2/23/2016	E.M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	All of Sec. 13, Blk 53
366628-019	2/23/2016	SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03220	All of Sec. 13, Blk 53
366628-023	2/23/2016	FRANCES R. SNIPES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03764	All of Sec. 13, Blk 53
366628-026	2/4/2016	EDITH GIBBS WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	All of Sec. 13, Blk 53
366628-020	2/4/2016	KATHLEEN SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	All of Sec. 13, Blk 53
366629-001	11/23/2015	SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 15-11532	E/2 W/2 of Sec. 12, Blk 53
366629-002	11/23/2015	PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 15-11531	E/2 W/2 of Sec. 12, Blk 53
366629-003	2/23/2016	CRIMSON PROPERTIES LTD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02721	E/2 W/2 of Sec. 12, Blk 53
366629-004	2/23/2016	GERTRUDE J. SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02727	E/2 W/2 of Sec. 12, Blk 53
366629-005	2/23/2016	FLORINE KLUSMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02723	E/2 W/2 of Sec. 12, Blk 53
366629-006	2/23/2016	SARAH HAWLEY DUNNING AND JOHN RICHARD HAWLEY, CO- TRUSTEES OF THE EVA SMITHER HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02963	E/2 W/2 of Sec. 12, Blk 53
366629-007	3/1/2016	MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02885	E/2 W/2 of Sec. 12, Blk 53
366629-008	3/4/2016	EDITH GIBBS WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03226	E/2 W/2 of Sec. 12, Blk 53



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MAVERICK LEASES							
COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
366529-009	3/4/2016	JOHN THOMAS SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03227	E/2 W/2 of Sec. 12, Blk 53
366529-010	2/23/2016	MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02967	E/2 W/2 of Sec. 12, Blk 53
366529-011	3/1/2016	MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02969	E/2 W/2 of Sec. 12, Blk 53
366529-020	2/23/2016	WILBUR LAWRENCE SMITHER, III ESTATE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03331	E/2 W/2 of Sec. 12, Blk 53
366529-021	3/1/2016	WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03758	E/2 W/2 of Sec. 12, Blk 53
366529-019	3/1/2016	WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03210	E/2 W/2 of Sec. 12, Blk 53
366529-023	3/1/2016	E.M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	E/2 W/2 of Sec. 12, Blk 53
366529-012	2/23/2016	SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03222	E/2 W/2 of Sec. 12, Blk 53
366529-022	2/23/2016	FRANCES R. SNIPES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03762	E/2 W/2 of Sec. 12, Blk 53
366529-016	3/4/2016	KATHLEEN SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03216	E/2 W/2 of Sec. 12, Blk 53
366529-018	3/4/2016	EDITH GIBBS WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03212	E/2 W/2 of Sec. 12, Blk 53
366529-014	3/4/2016	CLYDE MICHAEL WILLIAMS III TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03225	E/2 W/2 of Sec. 12, Blk 53
366529-013	3/4/2016	KATHLEEN SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03224	E/2 W/2 of Sec. 12, Blk 53
366529-017	3/4/2016	JOHN THOMAS SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03214	E/2 W/2 of Sec. 12, Blk 53
366529-015	3/4/2016	CLYDE MICHAEL WILLIAMS III	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03218	E/2 W/2 of Sec. 12, Blk 53
WISE LEASES							
COP LEASE	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
343878-000*	7/24/2013	STATE OF TEXAS, WISE ASSET NO. 11 LTD	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 109, P 807, CULBERSON	All of Sections 2, 10, 11, 12, 14, 24 Blk 111, PSL; NW1/4 of Section 30, Blk 45, PSL
343878-001*	7/24/2013	WISE ASSET NO. 11 LTD	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 109, P 805, CULBERSON	S/2 NW1/4 and N/2 SW1/4, Section 15, Blk 111, PSL; NW1/4 of Section 31 and E/2 and SW1/4 of Section 30, Blk 45, PSL
The above described leases shall include all amendments and ratifications therefore, whether or not recorded.							
* Subject to Farmee's earning rights under Farmout dated May 1, 2015 between ConocoPhillips Company and Carrizo (Permian) LLC							

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 112189 A-T
 112190 A-T
 112408 - Culberson Co
 115055 - Culberson Co
 116842 - Reeves
 Doc# 00000001626
 117511 A-W
 117815 A-Y (A#B relsed)
 117816 A-W (A#B exp)

STATE OF TEXAS

COUNTIES OF: CULBERSON
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ASSIGNMENT AND BILL OF SALE

CONOCOPHILLIPS COMPANY, a Delaware corporation, having offices at 600 North Dairy Ashford Road, Houston, Texas 77079 ("ASSIGNOR"), for and in consideration of the sum of Ten and No/100 dollars (\$10), the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby **GRANTS, SELLS, CONVEYS, ASSIGNS, AND TRANSFERS** to **THREE RIVERS ACQUISITION III L.L.C.**, a Delaware limited liability company ("ASSIGNEE"), all of ASSIGNOR's right, title and interest in and to the Property described in this Assignment and Bill of Sale (this "Assignment"), subject to the terms, exceptions and reservations of this Assignment, effective as of 7:00 a.m., Central Standard Time, on April 1, 2016 (the "Effective Date"). This Assignment relates to the Purchase and Sale Agreement, dated as of March 8, 2016 between ASSIGNOR and ASSIGNEE (the "Purchase and Sale Agreement").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges and appurtenances in anyway belonging thereto, unto ASSIGNEE, its successors and assigns, forever, subject to the terms and matters set forth herein.

ARTICLE I.
 CONVEYANCE

- 1.1 Capitalized Terms. Each capitalized term used in this Assignment and Bill of Sale ("Assignment") that is not otherwise defined herein shall have the meaning for such capitalized term as defined in the Purchase and Sale Agreement, which terms are incorporated herein by such reference.
- 1.2 Description of the Property. The Property consists of all of ASSIGNOR's right and title to, and interest in, and all privileges and obligations appurtenant to, the following described property rights, interests, privileges and obligations (such property rights, interests, privileges and obligations, SAVE and EXCEPT the Excluded Assets described in Section 1.3, are hereafter referred to collectively as the "Property"):
- 1.2.1 The oil, gas and mineral leases, subleases and other leaseholds, operating rights, working interests, net revenue interests and any contractual rights to production relating thereto, described in Exhibit A, Schedule 1, INsofar AND ONLY INsofar AS those interests, rights and leases cover and include the lands and rights described in Exhibit A, Schedule 1 (the "Leases");
- 1.2.2 All rights, obligations and interests in any unit or pooled area in which any portion of the Leases are included, to the extent that those rights, obligations and interests arise from and are associated with the Leases or Wells, including without limitation, all rights and obligations derived from any unitization, pooling,



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operating, communitization or other agreement or from any declaration or order of any governmental authority, as described in Exhibit A, Schedule 1A (the "Units");

- 1.2.3 All oil, gas and condensate wells (whether producing, not producing, not produced, or temporarily or permanently abandoned), water source, water injection and other injection or disposal wells and systems located on or within the geographic boundaries of the Leases, Units or Surface Lands, Permits and Easements, and including those wells (whether or not located on or within the geographic boundaries of the Leases, Units or Surface Lands, Permits and Easements) described in Exhibit A, Schedule 1A (the "Wells");
- 1.2.4 All equipment, facilities, flow lines, pipelines, gathering systems (other than gas plant gathering systems), compressors, well pads, caissons, platforms, tank batteries, machinery, vehicles, appurtenances, improvements, frac ponds and pits, fixtures, inventory, materials, spare parts, tools, movables, immovables, abandoned property and junk and other personal property located on the Leases, the Units, or the Surface Lands, Permits and Easements on the Effective Date (including facilities under construction on the Leases prior to the Effective Date (and any equipment, materials and appurtenances identified to such construction project and located off of the Leases, if any)) together with the benefits of any manufacturer's or vendor's warranties or undertakings related thereto to the extent transferable by ASSIGNOR, and together with the pipelines or gathering lines and the processing, treating, fractionation or handling facilities located downstream of the Leases or Units and the other off-Lease facilities and equipment described in Exhibit A, Schedule 2 (collectively, the "Equipment");
- 1.2.5 To the extent assignable or transferable all easements, rights-of-way, licenses, permits, servitudes, water rights, surface leases, surface use agreements, surface fee tracts, and similar rights, obligations and interests to the extent applicable to or used in the ownership and/or operation of the Leases, Units, Wells, or Equipment, including those described in Exhibit A, Schedule 3 (the "Surface Lands, Permits and Easements");
- 1.2.6 All royalty, overriding royalty, net profits or other oil, gas or mineral interests described in Exhibit A, Schedule 4 (the "Royalty Interests"), including all rights and obligations pertaining to the Royalty Interests under any of the Related Contracts;
- 1.2.7 To the extent assignable or transferable, all contractual rights, obligations and interests in: (i) except as set forth in (ii) below, and except for the Leases and the Surface Lands, Permits and Easements, all agreements and contracts applicable to the Property, including unit agreements, farmout agreements, farmin agreements, and operating agreements, including without limitation, those described in Exhibit A, Schedule 5, and (ii) only those hydrocarbon sales, purchase, gathering, compression, transportation, treating, marketing, exchange, processing and fractionating agreements described in Exhibit A, Schedule 5, INsofar ONLY as



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(i) and (ii) cover and apply to any or all of the Leases, Units, Wells, Equipment, Surface Lands, Permits and Easements, and Royalty Interests (collectively, the "Related Contracts");

1.2.8 Subject to Section 6.4.1 of the Purchase and Sale Agreement, copies of all lease files, right-of-way files, well files (including well logs), surface fee files, production records, division order files, abstracts, title opinions, and contract files, either in print or electronic format, and insofar as they are directly related to any or all of the Leases, Units, Wells, Equipment, Surface Lands, Permits and Easements, Royalty Interests and Related Contracts (the "Property Records"), and all other tangibles, movables, immovables, miscellaneous interests or other assets on the Leases; and

1.2.9 All Hydrocarbons produced from, or attributable to, the Leases and Wells from and after the Effective Date; all Stock Tank Oil and the Pipeline Inventory, all Production Imbalances; and all make-up rights with respect to take-or-pay payments, if any, attributable to the Leases and Wells.

1.3 Exclusions from the Property. The Property to be conveyed and assigned under this Assignment does not include the following, which are reserved by ASSIGNOR (the "Excluded Assets"):

1.3.1 Subject to Section 6.4.5 of the Purchase and Sale Agreement, unless ASSIGNOR and ASSIGNEE otherwise agree in writing and enter into a separate data license agreement, (i) seismic, geological, geochemical, or geophysical data (including cores and other physical samples or materials from wells or tests) belonging to ASSIGNOR or licensed from third parties, and (ii) interpretations of seismic, geological, geochemical, or geophysical data belonging to ASSIGNOR or licensed from third parties;

1.3.2 ASSIGNOR's intellectual property used in developing or operating the Property, including without limitation, proprietary computer software, computer software licensed from third parties, patents, pending patent applications, trade secrets, copyrights, names, marks and logos;

1.3.3 ASSIGNOR's right, title and interest in the site lease described on Exhibit A, Schedule 6;

1.3.4 ASSIGNOR's corporate, financial and tax records, (except Leases, Related Contracts, title opinions, abstracts and other muniments of title) and legal files, except that ASSIGNOR will provide ASSIGNEE with copies of any tax records that are necessary for ASSIGNEE's ownership, administration or operation of the Property;

1.3.5 Notwithstanding any other provision of the Purchase and Sale Agreement or this Assignment to the contrary, any records or information that ASSIGNOR considers proprietary or confidential (including without limitation, employee information, internal valuation data, reservoir and field studies, environmental



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studies, future work plans, business plans, reserve reports, transaction proposals and related information and correspondence, business studies, bids and documents protected by any privilege), or which ASSIGNOR cannot legally provide to ASSIGNEE because of third party restrictions;

- 1.3.6 Trade credits and rebates from contractors, vendors and co-owners (excluding unpaid joint interest billings), and adjustments or refunds attributable to ASSIGNOR's interest in the Property that relate to any period before the Effective Date, including without limitation, any imbalances attributable to the Property downstream of the Property or at gas processing plants and associated make-up or cash settlement rights, transportation tax credits and refunds, tariff refunds, insurance premium adjustments, and audit adjustments under the Related Contracts;
- 1.3.7 Claims of ASSIGNOR for refund of or loss carry forwards with respect to ASSIGNOR Taxes;
- 1.3.8 Except suspense accounts paid to ASSIGNEE pursuant to Section 11.6 of the Purchase and Sale Agreement, all deposits, cash, checks in process of collection, cash equivalents, accounts and notes receivable and other funds attributable to any periods before the Effective Date, and security or other deposits made with third parties prior to the Effective Date;
- 1.3.9 All proceeds, benefits, income or revenues with respect to the Property attributable to periods prior to the Effective Date;
- 1.3.10 All Claims of ASSIGNOR arising from acts, omissions or events, or damage to or destruction of the Property before the Effective Date, and all related rights, titles, claims and interests of ASSIGNOR (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or letter of credit, or (iii) to any insurance or condemnation proceeds or awards;
- 1.3.11 All rights and obligations applicable to the matters listed under the section of Exhibit C (Pending Litigation And Claims Affecting The Property) to the Purchase and Sale Agreement entitled "ASSIGNOR's Responsibility";
- 1.3.12 All contracts for procurement of goods and services related to the Property, including contracts for rental equipment and the maintenance thereof (except for those support service contracts specifically listed as part of the Related Contracts in Exhibit A, Schedule 5, if any) (ASSIGNEE will make its own necessary arrangements for these matters);
- 1.3.13 All swap, futures, or derivative contracts backed by or related to the Hydrocarbons;
- 1.3.14 (i) Pipelines, equipment and other facilities located on the Leases, the Units, or the Surface Lands, Permits and Easements that are not associated with or used (or have never been used) in connection with the Leases or the Units; (ii) any



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equipment, materials, spare parts, tools and other personal property that may be booked to or have been previously used on the Leases, the Units or the Surface Lands, Permits and Easements, but is presently stored or warehoused at an ASSIGNOR or third party site not located on the Property; and (iii) any gas processing plants or their associated facilities, pipelines and gathering lines, wherever located, other than, in each case of (i), (ii), and (iii), as may be described in Exhibit A, Schedule 2;

- 1.3.15 (i) Radio towers, remote terminal units, all SCADA equipment that is associated with locations other than the Property, personal computer equipment, communication equipment (including licensed and unlicensed radios located on the Leases or the Surface Lands, Permits and Easements and specifically including the communications tower and related equipment located on the site lease described on Exhibit A, Schedule 6), and photocopy machines, wherever located, (ii) all leased vehicles and equipment for which ASSIGNEE does not assume the applicable lease under this Assignment, (iii) all third party equipment and property located on or used in connection with the Property, including without limitation contractor equipment, and (iv) all vehicles, barges, boats and other vessels other than as may be described in Exhibit A, Schedule 2;
- 1.3.16 ASSIGNOR's rights under any existing contracts providing for the gathering, compression (on site or off-Lease), treating, transportation, processing or sales of Hydrocarbons produced from the Leases or Wells, other than those Related Contracts listed on Exhibit A, Schedule 5 (ASSIGNEE will make its own necessary arrangements for these matters with respect to its production from the Leases);
- 1.3.17 ASSIGNOR's interests, rights, benefits and obligations to any and all emission capture and trade credits, greenhouse gas or carbon mitigation credits, water, nutrient or endangered species banking credits, and associated allowances attributable to the Property; and
- 1.3.18 Any Property excluded from this Assignment pursuant to Sections 5.3.4(c), 5.5.2(a)(ii), 5.7.2(c), and 5.8 of the Purchase and Sale Agreement after such Property is so excluded.
- 1.4 Purchase and Sale Agreement. This Assignment is made and accepted subject to all of the terms of the Purchase and Sale Agreement, which are hereby deemed incorporated by reference into this Assignment to the fullest extent permitted by law. In the event of a conflict between the provisions of this Assignment and the provisions of the Purchase and Sale Agreement, the provisions of the Purchase and Sale Agreement shall take precedence.
- 1.5 ASSIGNEE's Assumed Obligations. Subject to ASSIGNEE's right to indemnification under Sections 8.4.1 and 8.4.2 of the Purchase and Sale Agreement, ASSIGNEE will assume, pay and perform all obligations, liabilities, Claims and duties with respect to the ownership and (if applicable) operation of the Property that are attributable to periods on



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and after the Effective Date, together with the Plugging and Abandonment Obligations, Environmental Obligations, and all other obligations expressly assumed by ASSIGNEE under the Purchase and Sale Agreement (collectively, the "ASSIGNEE's Assumed Obligations"). Without limiting the generality of the foregoing, ASSIGNEE's Assumed Obligations shall also specifically include:

- 1.5.1 Responsibility for payment of all operating expenses and capital expenditures related to the Property and attributable to periods on and after the Effective Date;
 - 1.5.2 Responsibility for performance of all express and implied obligations and covenants under the terms of the Leases, other instruments in the chain of title, the Related Contracts, Surface Lands, Permits and Easements and all other orders and contracts to which the Property or the operation thereof is subject, to the extent those obligations and covenants are required to be performed on or after the Effective Date;
 - 1.5.3 Responsibility for payment of all royalties, overriding royalties, production payments, net profits obligations, rentals, severance taxes and other burdens or encumbrances to which the Property is subject that are attributable to periods on and after the Effective Date, and for shut-in payments payable on and after the Effective Date;
 - 1.5.4 Responsibility for proper accounting for a disbursement of production proceeds from the Property attributable to periods on and after the Effective Date, including funds in any suspense accounts received from ASSIGNOR;
 - 1.5.5 Responsibility for compliance with all applicable laws, ordinances, rules and regulations pertaining to the Property, and the procurement and maintenance of all permits, consents, authorizations, and bonds required by public authorities in connection with the Property on and after the Effective Date;
 - 1.5.6 Subject to Section 11.1 of the Purchase and Sale Agreement, responsibility for all obligations with respect to Production Imbalances with third parties attributable to the Property for production from and after the Effective Date;
 - 1.5.7 Responsibility for any third party Claims for injury, death or third person property damage attributable to, or arising out of, the ownership or operation of the Property from and after the Effective Date; and
 - 1.5.8 Responsibility for taxes and expenses allocable to ASSIGNEE as provided in Article 9 of the Purchase and Sale Agreement.
- 1.6 Plugging and Abandonment Obligations. Subject to ASSIGNEE's rights under Section 8.4.2 of the Purchase and Sale Agreement, ASSIGNEE assumes full responsibility and liability for the following plugging and abandonment obligations related to the Property (the "Plugging and Abandonment Obligations"), regardless of whether they are attributable to the ownership or operation of the Property before, on or after the Effective Date and regardless of whether resulting from any acts or omissions of ASSIGNOR



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(INCLUDING THOSE ARISING FROM ASSIGNOR'S SOLE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT, BUT EXCLUDING THOSE TO THE EXTENT ARISING FROM ASSIGNOR'S WILLFUL MISCONDUCT) or the condition of the Property when acquired:

- 1.6.1 The necessary and proper plugging, replugging and abandonment of all wells on the Property, whether plugged and abandoned before, on or after the Effective Date;
- 1.6.2 The necessary and proper removal, abandonment, and disposal of all platforms, structures, pipelines, facilities, equipment, abandoned property and junk located on or comprising part of the Property;
- 1.6.3 The necessary and proper capping and burying of all flow lines and pipelines associated with the Wells and located on or comprising part of the Property;
- 1.6.4 The necessary and proper restoration of the Property, both surface and subsurface, as may be required by applicable laws, regulation or contract;
- 1.6.5 Any necessary clean-up or disposal of Property contaminated by naturally occurring radioactive material ("NORM"), as may be required by applicable laws, regulations or contract; and
- 1.6.6 All plugging and abandonment obligations arising from contractual requirements and demands made by courts, authorized regulatory bodies or parties claiming a vested interest in the Property; and
- 1.6.7 Obtaining and maintaining all bonds, or supplemental or additional bonds, that may be required contractually or by governmental authorities.

ASSIGNEE shall conduct all plugging, replugging, abandonment, removal, disposal and restoration operations in a good and workmanlike manner and in compliance with all applicable laws and regulations.

ASSIGNEE's Plugging and Abandonment Obligations do not include (a) any civil or criminal cash fines or cash penalties that may be levied against ASSIGNOR or ASSIGNEE by any court or regulatory authority for non-compliance with applicable laws, regulations or orders in connection with the ownership or operation of the Property before the Closing Date, or (b) Plugging and Abandonment Obligations to the extent arising from ASSIGNOR's willful misconduct, all of which shall remain the responsibility of ASSIGNOR.

- 1.7 Environmental Obligations. Subject to ASSIGNEE's rights under Section 8.4.2 of the Purchase and Sale Agreement, ASSIGNEE assumes full responsibility and liability for the following occurrences, events, conditions, and activities on or related to the Property (the "Environmental Obligations"), regardless of whether arising from the ownership or operation of the Property before, on or after the Effective Date, and regardless of whether



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resulting from any acts or omissions of ASSIGNOR (INCLUDING THOSE ARISING FROM ASSIGNOR'S SOLE, JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT, BUT EXCLUDING THOSE TO THE EXTENT ARISING FROM ASSIGNOR'S WILLFUL MISCONDUCT) or the condition of the Property when acquired:

- 1.7.1 Environmental pollution or contamination, including pollution or contamination of the soil, water bodies, groundwater or air by Hydrocarbons, drilling fluid or other chemicals, brine, produced water, NORM, or any other substance;
- 1.7.2 Underground injection activities and waste disposal on the Property;
- 1.7.3 Clean-up responses, and the cost of remediation, control, assessment or compliance with respect to surface, water bodies and subsurface pollution caused by or emanating from spills, pits, ponds, lagoons or subsurface storage tanks that are located on or included in the Property;
- 1.7.4 Non-compliance with applicable land use, surface disturbance, licensing or notification rules, regulations, demands or orders of appropriate state or federal regulatory agencies;
- 1.7.5 Disposal on the Property of any hazardous substances, wastes, materials and products generated by or used in connection with the ownership or operation of the Property before, on or after the Effective Date; and
- 1.7.6 Non-compliance with Environmental Laws.

ASSIGNEE's Environmental Obligations do not include the following, all of which shall remain the responsibility of ASSIGNOR:

- (a) Any civil or criminal cash fines or cash penalties that may be levied against ASSIGNOR or ASSIGNEE by any court or regulatory authority resulting from an administrative enforcement action filed within nine (9) months after the Effective Date for any such violation of any applicable laws, rules, regulations, or orders in connection with the ownership or operation of the Property before the Effective Date, except as otherwise expressly provided by Section 8.8 of, and Exhibit C (Pending Litigation And Claims Affecting The Property) to the Purchase and Sale Agreement;
- (b) Environmental Obligations to the extent arising from ASSIGNOR's willful misconduct; and
- (c) Disposal offsite from the Property before the Effective Date of any hazardous substances, wastes, NORM, materials and products generated by or used in connection with ASSIGNOR's ownership or operation of the Property before the Effective Date.



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- 1.8 ASSIGNEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD ASSIGNOR HARMLESS from and against any and all Claims as provided in the Purchase and Sale Agreement, including all claims caused by, resulting from or incidental to ASSIGNEE's Assumed Obligations, including without limitation, the Plugging and Abandonment Obligations and the Environmental Obligations.

ARTICLE 2.
SPECIAL WARRANTY OF TITLE AND DISCLAIMER OF WARRANTIES

- 2.1 Special Warranty of Title. ASSIGNOR does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular title to the Property, unto ASSIGNEE and ASSIGNEE'S successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under ASSIGNOR, but not otherwise, and subject to (i) any Permitted Encumbrances and (ii) the other matters and limitations set forth herein.
- 2.2 Title; Encumbrances. EXCEPT FOR THE SPECIAL WARRANTY OF TITLE INCLUDED IN THIS ASSIGNMENT, ASSIGNOR CONVEYS THE PROPERTY TO ASSIGNEE SUBJECT TO ALL ROYALTIES, AGREEMENTS WITH RESPECT TO ROYALTIES, OVERRIDING ROYALTIES, BURDENS, LIENS, ENCUMBRANCES, AND SURFACE RIGHTS, AND WITHOUT WARRANTY OF TITLE, EXPRESS, STATUTORY OR IMPLIED. IT IS UNDERSTOOD AND AGREED THAT ANY STATEMENT OF INTERESTS IN EXHIBIT A OF THE PURCHASE AND SALE AGREEMENT OR IN EXHIBIT A OF THIS ASSIGNMENT, OTHER THAN THE SPECIAL WARRANTY OF TITLE INCLUDED IN THIS ASSIGNMENT, IS NOT A WARRANTY OR REPRESENTATION BY ASSIGNOR REGARDING ASSIGNOR'S OWNERSHIP INTEREST IN THE PROPERTY.

EXCEPT FOR THE EXPRESS REPRESENTATIONS OF ASSIGNOR IN SECTION 3.2 OF THE PURCHASE AND SALE AGREEMENT, THE STATEMENTS OF ASSIGNOR IN THE CERTIFICATION OF ASSIGNOR TO BE DELIVERED AT CLOSING PURSUANT TO SECTION 6.3.13 OF THE PURCHASE AND SALE AGREEMENT AND THE SPECIAL WARRANTY OF TITLE INCLUDED IN THIS ASSIGNMENT: (A) SPECIFICALLY WITH RESPECT TO THE SURFACE LANDS, PERMITS AND EASEMENTS, ASSIGNOR EXPRESSLY DISCLAIMS, AND ASSIGNEE HEREBY WAIVES, ALL WARRANTIES AND REPRESENTATIONS THAT ASSIGNOR OWNS THE SURFACE LANDS, PERMITS AND EASEMENTS, THAT THEY ARE IN FORCE AND EFFECT, THAT THEY MAY BE ASSIGNED, THAT THEY ARE CONTIGUOUS, THAT THE EQUIPMENT LIES WITHIN THE SURFACE LANDS, PERMITS AND EASEMENTS, OR THAT THEY GRANT THE RIGHT TO LAY, MAINTAIN, REPAIR, REPLACE, OPERATE, CONSTRUCT, OR REMOVE THE EQUIPMENT; AND (B) ASSIGNOR EXPRESSLY DISCLAIMS, AND ASSIGNEE HEREBY WAIVES, ALL WARRANTIES AND REPRESENTATIONS THAT THERE ARE ANY PERMITS AND EASEMENTS IN FORCE AND EFFECT WITH RESPECT TO THE EQUIPMENT. IF NECESSARY, ASSIGNEE SHALL SECURE ITS OWN RIGHTS TO OPERATE AND MAINTAIN THE EQUIPMENT ON THE LANDS OF OTHERS AT ITS OWN EXPENSE.



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- 2.3 Condition and Fitness of the Property. EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT, THE STATEMENTS OF ASSIGNOR IN THE CERTIFICATION OF ASSIGNOR TO BE DELIVERED AT CLOSING PURSUANT TO SECTION 6.3.13 OF THE PURCHASE AND SALE AGREEMENT, AND THE SPECIAL WARRANTY OF TITLE INCLUDED IN THIS ASSIGNMENT, ASSIGNOR HEREBY CONVEYS THE PROPERTY TO ASSIGNEE WITHOUT ANY EXPRESS, STATUTORY OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING WARRANTIES RELATING TO (i) THE CONDITION OR MERCHANTABILITY OF THE PROPERTY (ii) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, OR (iii) FREEDOM FROM REDHIBITORY OR OTHER DEFECTS. ASSIGNEE HAS INSPECTED THE PROPERTY, OR HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT AND SUBJECT TO ASSIGNEE'S RIGHTS UNDER ARTICLE 5 OF THE PURCHASE AND SALE AGREEMENT, ACCEPTS THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT, AND THE STATEMENTS OF ASSIGNOR IN THE CERTIFICATION OF ASSIGNOR TO BE DELIVERED AT CLOSING PURSUANT TO SECTION 6.3.13 OF THE PURCHASE AND SALE AGREEMENT, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY AS TO (i) THE VALUE, QUALITY, QUANTITY, VOLUME OR DELIVERABILITY OF ANY OIL, GAS OR OTHER MINERALS OR RESERVES (IF ANY) IN, UNDER OR ATTRIBUTABLE TO THE PROPERTY (INCLUDING WITHOUT LIMITATION PRODUCTION RATES, DECLINE RATES AND RECOMPLETION OR DRILLING OPPORTUNITIES), (ii) GAS BALANCING OR PAYOUT ACCOUNT INFORMATION, ALLOWABLES, OR OTHER REGULATORY MATTERS, (iii) THE PHYSICAL, OPERATING, REGULATORY COMPLIANCE, SAFETY OR ENVIRONMENTAL CONDITION OF THE PROPERTY, (iv) PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR, OR (v) THE GEOLOGICAL OR ENGINEERING CONDITION OF THE PROPERTY OR ANY VALUE THEREOF.
- 2.4 NORM. ASSIGNEE ACKNOWLEDGES THAT IT HAS BEEN INFORMED THAT OIL AND GAS PRODUCING FORMATIONS CAN CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL. SCALE FORMATION OR SLUDGE DEPOSITS CAN CONCENTRATE LOW LEVELS OF NORM ON EQUIPMENT, MATERIALS AND OTHER PROPERTY. SOME OR ALL OF THE EQUIPMENT, MATERIALS AND OTHER PROPERTY SUBJECT TO THIS ASSIGNMENT MAY HAVE LEVELS OF NORM ABOVE BACKGROUND LEVELS. A HEALTH HAZARD MAY EXIST IN CONNECTION WITH THIS EQUIPMENT, MATERIALS AND OTHER PROPERTY BY REASON THEREOF. THEREFORE, ASSIGNEE MAY NEED TO FOLLOW SAFETY PROCEDURES WHEN HANDLING THIS EQUIPMENT, MATERIALS AND OTHER PROPERTY.
- 2.5 Subrogation of Warranties. To the extent transferable, ASSIGNOR gives and grants to ASSIGNEE, its successors and assigns, full power and right of substitution and subrogation in and to all covenants and warranties (including warranties of title) given or



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made with respect to the Property or any part thereof by preceding owners, vendors, or others, excluding, however, any ASSIGNOR or any Affiliate of any ASSIGNOR.

**ARTICLE 3.
OTHER PROVISIONS**

- 3.1 Further Assurances. ASSIGNOR and ASSIGNEE will do, execute, acknowledge and deliver all further acts, conveyances and instruments as may be reasonably necessary or appropriate to carry out the intent of this Assignment and to more fully and accurately assign and convey the Property to ASSIGNEE.
- 3.2 No Third Party Beneficiaries. Except as provided in Section 3.3, nothing in this Assignment shall provide any benefit to any third Person or entitle any third Person to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Assignment shall otherwise not be construed as a third party beneficiary contract.
- 3.3 Successors and Assigns. The provisions of this Assignment shall be covenants running with the land, and this Assignment shall extend to, be binding upon, and inure to the benefit of ASSIGNOR and ASSIGNEE, and their respective successors and assigns.
- 3.4 Assumption of Obligations. By its acceptance of this Assignment, ASSIGNEE shall comply with and does hereby assume and agree to perform ASSIGNEE's proportionate part of all express and implied obligations and covenants under the terms of the Leases and to which the Property is subject and shall bear its proportionate share of all existing burdens on the Leases, all to the extent attributable to periods on and after the Effective Date and as provided in the Purchase and Sale Agreement. In addition, ASSIGNEE hereby (i) accepts all of ASSIGNOR's right, title and interest in and to the Related Contracts and takes cognizance of all of the terms and provisions thereof, (ii) assumes and agrees to be bound by the terms thereof, IN SO FAR AND ONLY IN SO FAR AS they cover and apply to any or all of the Leases, Units, Wells, Equipment, Surface Lands, Permits and Easements, and Royalty Interests, (iii) agrees to assume ASSIGNOR's obligations and liabilities thereunder, to the extent attributable to periods on and after the Effective Date and as set forth in the Purchase and Sale Agreement, (iv) agrees that this Assignment is subject to the Related Contracts to the extent required by their terms or applicable law, and (v) expressly adopts, ratifies and confirms the Related Contracts.
- 3.5 Counterparts and Separate Assignments. This Assignment may be executed in multiple counterparts, each of which shall for all purposes constitute one and the same instrument; provided, that, to facilitate recordation, in any particular counterpart portions of the Exhibits and Schedules attached hereto which describe Property situated in states and counties other than the state and county in which such counterpart is to be recorded may have been omitted. Where separate assignments of Property and related documentation on official forms have been, or will be, executed for filing with and approval by state or federal agencies in accordance with requirements of governmental regulations to transfer the Property to ASSIGNEE, any such separate assignments and official documentation (a) shall evidence this Assignment and the assignment of the applicable Property herein



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made, and shall not constitute any additional Assignment or assignment of the Property. (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.

- 3.6 Alternate Dispute Resolution. It is agreed, as a severable and independent arbitration agreement separately enforceable from the remainder of this Assignment, that if the parties hereto are unable to amicably resolve any dispute or difference arising under or out of, in relation to or in any way connected with this Assignment (whether contractual, tortious, equitable, statutory or otherwise), such matter shall be finally and exclusively referred to and settled by mediation or arbitration in accordance with the alternate dispute resolution provisions set forth in the Purchase and Sale Agreement, the terms and provisions of which are incorporated by reference herein.
- 3.7 Attachments. The Exhibits attached to this Assignment (including any Preamble thereto) and the Schedules to which reference is herein made are incorporated herein by reference and made a part hereof for all purposes.
- 3.8 GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS-OF-LAW RULE OR PRINCIPLE THAT MIGHT APPLY THE LAW OF ANOTHER JURISDICTION.
- 3.9 Severability. If any provision of this Assignment is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to make it valid and enforceable and if it cannot be so modified, it shall be deemed deleted and the remainder of the Assignment shall continue and remain in full force and effect.
- 3.10 Subsequent Assignments. If ASSIGNEE sells, transfers or assigns all or a portion of the Property ASSIGNEE shall require its successors and assigns expressly to assume its obligations under this Assignment and the Purchase and Sale Agreement, to the extent related or applicable to the Property or portion thereof acquired by them.

[Remainder of this page is left blank, signatures follow]



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The authorized representatives of ASSIGNOR and ASSIGNEE execute this Assignment on the dates set forth in their respective acknowledgements hereto, but this Assignment shall be effective for all purposes as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

CONOCOPHILLIPS COMPANY

THREE RIVERS ACQUISITION III
LLC

By:

Thomas J. Atkins

Name: Thomas J. Atkins

Title: Attorney-in-Fact

By:

Mike

Name: Mike Wichterich

Title: President

ACKNOWLEDGMENTS

STATE OF TEXAS

§

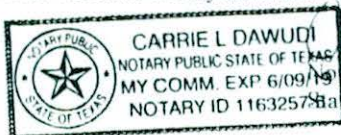
COUNTY OF HARRIS

§

This instrument was acknowledged before me on April 1, 2016, by Thomas J. Atkins, as Attorney-in-Fact of ConocoPhillips Company, a Delaware corporation, on behalf of said corporation. In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

6/9/19



Carrie L. Dawudi
Notary Public in and for the
State of TEXAS

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on March 31, 2016, by Mike Wichterich, as President of Three Rivers Acquisition III LLC, a Delaware limited liability company, on behalf of said limited liability company. In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

5/31/2019



Peter Marshall
Notary Public in and for the
State of TEXAS

Signature Page to Assignment



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EXHIBIT A

Attached To And Made A Part Of
Assignment and Bill of Sale
Effective April 1, 2016
Between ConocoPhillips Company and Three Rivers Acquisition III LLC

Exhibit A consists of the following Schedules:

Schedule 1 – Leases

Schedule 1A – Wells and Units

Schedule 2 – Off-Lease Facilities

Schedule 3 – Surface Lands, Permits and Easements

Schedule 4 – Royalty Interests

Schedule 5 – Related Contracts

Schedule 6 – Retained Communications Tower

Exhibit A of Assignment



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Schedule I to EXHIBIT A

Attached To And Made A Part Of
Assignment and Bill of Sale
Effective April 1, 2016
Between ConocoPhillips Company and Three Rivers Acquisition III LLC

LEASES

[See Attached]

Schedule I to Exhibit A of Assignment



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Arkansas

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Schedule 1 to EXHIBIT A
LEASES

MAVERICK LEASES							
COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
340671-000	12/30/2010	TEXAS PYTHIAN HOMES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 864, P 394, REEVES	NE/4, Section 10, Blk 53, PSL
340672-001	12/28/2010	JANICE PICKENS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 1, CULBERSON V 869, P 01, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-002	2/24/2011	RICHARD FOSTER MAYS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 35, CULBERSON V 880, P 415, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-003	2/24/2011	JOHN LANE MAYS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 29, CULBERSON V 880, P 408, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-004	2/24/2011	JANE WILLIAMSON	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 23, CULBERSON V 880, P 401, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-005	2/24/2011	MARK J. MUELLER	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 17, CULBERSON V 880, P 394, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-006	2/24/2011	GEORGE & LEANNE POPKO	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 11, CULBERSON V 880, P 387, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-007	2/24/2011	ARLEN T. BOREN	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 5, CULBERSON V 880, P 380, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-008	11/4/2010	ANDRE DUCHATEAU	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 850, CULBERSON V 1020, P 36, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-009	2/7/2011	BHCH MINERAL, LTD., AND FREDERICKSBURG ROYALTY, LTD.	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 107, P 272, CULBERSON V 929, P 37, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-010	11/2/2010	JOHN BENTLEY MAYS	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 104, P 106, CULBERSON V 1020, P 56, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-011	10/27/2010	KMP RESOURCES	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 853, CULBERSON V 1020, P 40, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-012	10/27/2010	WHITE STAR ENERGY	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 859, CULBERSON V 1020, P 48, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-013	10/27/2010	PECOS BEND ROYALTIES	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 856, CULBERSON V 1020, P 44, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-014	10/14/2010	BILL N. CAMP, TRUSTEE AND CAMP OIL COMPANY	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 104, P 285, CULBERSON V 1020, P 67, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-015	10/14/2010	RODNEY CAMP	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 104, P 279, CULBERSON V 1020, P 60, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-016	10/14/2010	EVELYN BYRNES CAMP	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 104, P 292, CULBERSON V 1020, P 75, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45



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MAVERICK LEASES							
COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
340672-017	10/15/2010	HENDERSON MEMORIAL HOSPITAL	BTA OIL PRODUCERS LLC	CULBERSON & REEVES	TEXAS	V 103, P 349, CULBERSON V 1020, P 34, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41; Blk 45
340672-018	1/13/2011	THE FROST NATIONAL BANK, TRUSTEE OF THE BARBARA L. CAMP TESTAMENTARY TRUST FBO BRITTANY F CONTIE, ACCOUNT NO FA075	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 104, P 549, CULBERSON V 372, P 578, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41; Blk 45
340672-019	3/1/2010	HELEN HOLT	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 362, CULBERSON V 1020, P 52, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41; Blk 45
340672-020	4/1/2013	ALPINE ROYALTIES LLC	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 109, P 501, CULBERSON V 1010, P 12, REEVES	All of Sec. 28; All of Sec. 29 LESS and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41; Blk 45
340672-021	3/21/2013	DEBORAH INMAN	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 109, P 450, CULBERSON V 1006, P 771, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41; Blk 45
340672-022	3/21/2013	BILLIE L CARR	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 109, P 451, CULBERSON V 1006, P 769, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41; Blk 45
340672-023	7/6/2013	BARBARA J KING	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 109, P 346, CULBERSON V 1030, P 734, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41; Blk 45
340672-024	5/18/2014	BELMONT SISTERS, LP AND PATRICIA PENROSE SCHIEFFER TESTAMENTARY TRUST BANK OF AMERICA, N.A., AGENT	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 114, P 689, CULBERSON V 1146, P 30, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41; Blk 45
340673-001	12/30/2010	KELLY & MARY MILES PIGG FAMILY TRUST	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 104, P 199, CULBERSON V 369, P 07, REEVES	All of Sec. 43; All of Sec. 44; All of Sec. 45; Blk 45
340673-002	12/30/2010	WANDA BILLINGS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 104, P 202, CULBERSON V 369, P 03, REEVES	All of Sec. 43; All of Sec. 44; All of Sec. 45; Blk 45
340674-001	12/27/2010	ANNE MARIE MCMILLIAN INDIVIDUALLY AND AS TRUSTEE OF THE MCMILLIAN TRUST	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 104, P 196, CULBERSON V 369, P 10, REEVES	All of Sec. 45; Blk 45
340675-000	12/29/2010	DR. PEPPER BOTTLING COMPANY OF DUBLIN INC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 364, P 766, REEVES	W/2 Sec. 39; Blk 45
340675-001	12/14/2010	FERN SAWYER WARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 362, P 513, REEVES	S/2 of Sec. 11; Blk 53
340675-002	12/27/2010	PENNY MANCILLE WILLER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 362, P 538, REEVES	All of Sec. 11; Blk 53
340675-003	12/14/2010	SCHARBAUER ALSTON WARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 362, P 522, REEVES	S/2 of Sec. 11; Blk 53
340675-004	12/27/2010	CYNDI MANCILLE JOHNSON	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 363, P 479, REEVES	All of Sec. 11; Blk 53
340675-005	12/14/2010	CLARA IRENE ELKAN VUCETIC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 364, P 748, REEVES	All of Sec. 11; Blk 53



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MAVERICK LEASES COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
340676-006	12/14/2010	PATSY RUTH ALSTON WARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 362, P 514, REEVES	S/2 of Sec. 11, Blk 53
366595-002	3/1/2016	ECHO MINERALS AC LLC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53; N/2 of Sec. 11, Blk 53
366595-001	2/12/2016	SUE MITCHAM	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03751	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53; N/2 of Sec. 11, Blk 53
340676-007	12/27/2010	PATRICIA GOBLE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 363, P 491, REEVES	All of Sec. 11, Blk 53
340676-008	12/14/2010	JASON ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 361, P 589, REEVES	All of Sec. 11, Blk 53
340676-009	12/27/2010	BILL M. CLIFFORD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 363, P 487, REEVES	All of Sec. 11, Blk 53
340676-010	12/27/2010	BENNETT MCBRIDE HEIR OF JUANITA MCBRIDE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 362, P 550, REEVES	All of Sec. 11, Blk 53
340676-011	3/9/2011	CRISTINE ANNA ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 373, P 313, REEVES	All of Sec. 11, Blk 53
340676-013	5/23/2013	ARTHUR JR MANCELL	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1017, P 703, REEVES	All of Sec. 11, Blk 53
340677-002	12/27/2010	PATRICIA GOBLE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 363, P 495, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-003	12/14/2010	JASON ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 364, P 390, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-004	12/27/2010	BILL M. CLIFFORD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 363, P 483, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-006	12/27/2010	BENNETT MCBRIDE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 362, P 546, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-007	12/27/2010	PENNY MANCELL WILLER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 362, P 542, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-008	12/27/2010	CYNDI MANCELL JOHNSON	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 363, P 475, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-010	3/9/2011	CRISTINE ANNA ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 373, P 309, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-012	12/14/2010	CLARA IRENE ELKAN VUCETIC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 373, P 317, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340679-001	12/31/2010	REED-GEORGE LAND & MINERALS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 368, P 31, REEVES	All of Sec. 14, Blk 53
340679-002	12/31/10	CAROLYN CLARK OATMAN TRUST, WW OATMAN, WARREN MALCOLM CLARK TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 368, P 41, REEVES	All of Sec. 14, Blk 53
340680-001	12/23/2010	SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 368, P 690, REEVES	All of Sec. 1, Blk 53
340680-002	12/23/2010	PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 368, P 680, REEVES	All of Sec. 1, Blk 53
340680-003	3/16/2011	MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 377, P 495, REEVES	All of Sec. 1, Blk 53

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MAVERICK LEASES							
COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
340680-004	3/16/2011	WILBUR L. SMITHER III	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 896, P 707, REEVES	All of Sec. 1, Blk 53
340680-005	3/25/2011	CRIMSON PROPERTIES, LTD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 715, REEVES	All of Sec. 1, Blk 53
340680-006	4/1/2011	MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 385, REEVES	All of Sec. 1, Blk 53
340680-007	4/1/2011	WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 429, REEVES	All of Sec. 1, Blk 53
340680-008	4/1/2011	WALTER WOODWARD JR	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 462, REEVES	All of Sec. 1, Blk 53
340680-009	4/1/2011	MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 407, REEVES	All of Sec. 1, Blk 53
340680-010	4/1/2011	E.M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 879, P 250, REEVES	All of Sec. 1, Blk 53
340680-011	3/28/2011	SMITHER PARTNERS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 473, REEVES	All of Sec. 1, Blk 53
340680-012	3/28/2011	GERTRUDE J. SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 527, REEVES	All of Sec. 1, Blk 53
340680-013	3/28/2011	FLORINE KLUSSMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 649, REEVES	All of Sec. 1, Blk 53
340680-014	3/28/2011	FRANCES R. SNIPES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 738, REEVES	All of Sec. 1, Blk 53
340680-015	4/4/2011	KATHLEEN WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 583, REEVES	All of Sec. 1, Blk 53
340680-016	4/4/2011	EDITH WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 561, REEVES	All of Sec. 1, Blk 53
340680-017	4/4/2011	KATHLEEN C. SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 539, REEVES	All of Sec. 1, Blk 53
340680-018	4/4/2011	JOHN THOMAS SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 805, REEVES	All of Sec. 1, Blk 53
340680-019	4/4/2011	CLYDE MICHAEL WILLIAMS III	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 671, REEVES	All of Sec. 1, Blk 53
340680-020	3/25/2011	SALLY H. DUNNING TRUSTEE OF THE EVA S HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 693, REEVES	All of Sec. 1, Blk 53
340683-001	12/23/2010	SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 869, P 274, REEVES	S 400.98 of Sec. 48, Blk 45
340683-002	12/23/2010	PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 868, P 700, REEVES	S 400.98 of Sec. 48, Blk 45
340683-003	3/16/2011	MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 506, REEVES	S 400.98 of Sec. 48, Blk 45
340683-004	3/16/2011	WILBUR L. SMITHER III	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 896, P 696, REEVES	S 400.98 of Sec. 48, Blk 45
340683-005	3/25/2011	CRIMSON PROPERTIES, LTD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 726, REEVES	S 400.98 of Sec. 48, Blk 45
340683-006	4/1/2011	MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 396, REEVES	S 400.98 of Sec. 48, Blk 45



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MAVERICK LEASES							
COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
340683-007	4/1/2011	WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 377 P 440 REEVES	S 400.98 of Sec 48, Blk 45
340683-008	4/1/2011	WALTER WOODWARD JR	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 377 P 451 REEVES	S 400.98 of Sec 48, Blk 45
340683-009	4/1/2011	MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 377 P 418 REEVES	S 400.98 of Sec 48, Blk 45
340683-010	3/25/2011	E.M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 379 P 265, REEVES	S 400.98 of Sec 48, Blk 45
340683-011	3/23/2011	SMITHER PARTNERS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 377 P 484 REEVES	S 400.98 of Sec 48, Blk 45
340683-012	3/23/2011	GERTRUDE J SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 377 P 538, REEVES	S 400.98 of Sec 48, Blk 45
340683-013	3/23/2011	FLORINE KLUSSMANN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 377 P 660, REEVES	S 400.98 of Sec 48, Blk 45
340683-014	3/23/2011	FRANCES R. SNIPES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 377 P 749, REEVES	S 400.98 of Sec 48, Blk 45
340683-015	4/4/2011	KATHLEEN WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 377 P 594, REEVES	S 400.98 of Sec 48, Blk 45
340683-016	4/4/2011	EDITH WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 377 P 572, REEVES	S 400.98 of Sec 48, Blk 45
340683-017	4/4/2011	KATHLEEN C SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 377 P 550, REEVES	S 400.98 of Sec 48, Blk 45
340683-018	4/4/2011	JOHN THOMAS SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 377 P 616, REEVES	S 400.98 of Sec 48, Blk 45
340683-019	4/4/2011	CLYDE MICHAEL WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 377 P 682, REEVES	S 400.98 of Sec 48, Blk 45
340683-020	3/25/2011	SALLY H. DUNNING TRUSTEE OF THE EVA S HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 377 P 704, REEVES	S 400.98 of Sec 48, Blk 45
342452-001	11/7/2013	KATHRYN WHITTINGTON BASHE FAMILY LIVING TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1041 P 278 REEVES	All of Sec 46, Blk 45; All of Sec 4, Blk 53
342468-001	2/25/2014	LONGHORN ASSOCIATES	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 112 P 45, CULBERSON V 1069 P 523 REEVES	All of Sec 28, E 44 of Sec 29, Blk 45
342468-002	10/28/2014	LARRY T LONG	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 115 P 85, CULBERSON V 1146 P 540 REEVES	All of Sec 28, E 44 of Sec 29, Blk 45
342469-001	12/1/2010	JAMES ROBERT HILL ET AL	ENERGEN RESOURCES CORPORATION	REEVES	TEXAS	V 363 P 335 REEVES	S 426.67 of Sec 38, Blk 45
342483-000	6/13/2014	CMC/SC BECKHAM HOLDINGS LP ET AL	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1091 P 315 REEVES	NE 1/4 Sec 2, Blk 53
342484-000	6/13/2014	STATE OF TEXAS CMC/SC BECKHAM HOLDINGS LP ET AL	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1091 P 304 REEVES	SE Sec 47, Blk 45
342504-001	10/1/2014	CHEVRON U.S.A. INC	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 114 P 447, CULBERSON V 1137 P 245 REEVES	N/2 SW/4 W/2 SE/4 Sec 5, All of Sec 6, Blk 53

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MAVERICK LEASES							
COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
342509-001	10/21/2011	T-76 LLC	PETROHAWK PROPERTIES LP	CULBERSON & REEVES	TEXAS	V 107, P 97, CULBERSON V 910, P 197, REEVES	All of Sec. 28, Blk 45
342510-001	10/21/2011	DELA MINERALS INC	PETROHAWK PROPERTIES LP	CULBERSON & REEVES	TEXAS	V 107, P 99, CULBERSON V 910, P 195, REEVES	All of Sec. 33; All of Sec. 40; S/2 NE/4/4 and E/2 NW/4 of Sec. 29; All of Sec. 41, Blk 45
342511-001	4/7/2011	THE MARY JANE ROBINSON LIVING TRUST	CHI ENERGY INC	CULBERSON	TEXAS	V 105, P 184, CULBERSON	All of Sec. 43; All of Sec. 44, Blk 45
342512-000	4/5/2011	JERRY E. PATTERSON COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS	ANGELLE & DONOHUE OIL & GAS PROPERTIES, INC.	CULBERSON	TEXAS	V 106, P 75, CULBERSON	W/2 NW/4 of Sec. 29, Blk 45
342521-001	11/13/2014	GARY NEIL COVINGTON, TRUSTEE OF THE COVINGTON TRUST	CONCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 114, P 635, CULBERSON V 1134, P 315, REEVES	All of Sec. 28, Blk 45
342522-001	11/5/2014	FROST BANK, TRUSTEE FOR THE RUSSELL GARWOOD TRUST CASSANDRA GARWOOD TRUST, AND THE SAMANTHA GARWOOD TRUST	CONCOPHILLIPS COMPANY	REEVES	TEXAS	V 1137, P 248, REEVES	E 84 of Sec. 28; E 135 of Sec. 33; E 160 of Sec. 40, Blk 45
342820-001	3/23/2011	THE ALLAR COMPANY	CONCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 111, P 713, CULBERSON	All of Sec. 43, Blk 45
342821-001	3/23/2011	THE ALLAR COMPANY	CONCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 111, P 712, CULBERSON	S/2 of Sec. 44, Blk 45
342827-001	3/23/2011	THE ALLAR COMPANY	CONCOPHILLIPS COMPANY	REEVES	TEXAS	V 1062, P 147, REEVES	S/2 NW/4, W/2NE/4 Sec. 3, Blk 53
342828-002	3/11/2011	WANDA L BILLINGS	CONCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 106, P 488, CULBERSON V 879, P 583, REEVES	All of Sec. 4, Blk 53
342828-003	3/11/2011	HAROLD H. PIGG TRUSTEE OF THE KELLY PIGG AND MARY MILES FAMILY TRUST	CONCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 106, P 484, CULBERSON V 879, P 586, REEVES	All of Sec. 4, Blk 53
342829-001	3/23/2011	THE ALLAR COMPANY	CONCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 111, P 715, CULBERSON	N/2, SW/4, W/2SE Sec. 5, Blk 53
342830-001	3/23/2011	THE ALLAR COMPANY	CONCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 111, P 716, CULBERSON	All of Sec. 6, Blk 53
342835-001	2/7/2011	EDWARD ARMSTRONG III ELKAN	CONCOPHILLIPS COMPANY	REEVES	TEXAS	V 871, P 744, REEVES	All of Sec. 11, SE NW/4 Sec. 2, SW/4 Sec. 2, Blk 53
342836-001	3/24/2011	PATRICIA GOBLE	CONCOPHILLIPS COMPANY	REEVES	TEXAS	V 879, P 579, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-002	3/24/2011	FERN SAWYER WARD	CONCOPHILLIPS COMPANY	REEVES	TEXAS	V 879, P 593, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-003	3/24/2011	SCHARBAUER ALSTON WARD	CONCOPHILLIPS COMPANY	REEVES	TEXAS	V 879, P 589, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-004	3/23/2011	PATSY RUTH ALSTON WARD	CONCOPHILLIPS COMPANY	REEVES	TEXAS	V 879, P 597, REEVES	E/2NE/4 Sec. 3, Blk 53



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MAVERICK LEASES							
COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
342836-006	3/24/2011	CLARA IRENE ELKAN VUCETIC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877 P 142, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-007	3/24/2011	CYNDI MANCILLE JOHNSON	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 377, P 138, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-008	3/24/2011	PENNY MANCILLE WILLER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 377, P 158, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-009	3/24/2011	BENNETT MCBRIDE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 880 P 424, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-010	3/24/2011	BILL M. CLIFFORD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 880, P 428, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-011	3/23/2011	EDWARD ARMSTRONG III ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 880 P 432, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-012	6/15/2011	JASON ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 896, P 332, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-013	8/15/2012	CRISTINE ANNA ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 967 P 504, REEVES	E/2NE/4 Sec. 3, Blk 53
342845-001	12/31/10	W.W. OATMAN, ET AL	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 106, P 651, CULBERSON V 884, P 715, REEVES	S/2, NW/4, W/2 NE/4 of Sec. 3, N/2, SW/4, W/2 SE/4 of Sec. 5, All of Section 6, Block 53
343788-001	8/4/2011	PATRICIA FIELDS LEE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 918, P 470, REEVES	All of Sec. 11, S/2, NW/4 Sec. 2, E/2 NE/4 Sec. 3, Blk 53
343788-002	6/5/2012	WELLS FARGO BANK NA AGENT FOR DESERT WATERFALL LLC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	B 956, P 497, REEVES	All of Sec. 11, S/2, NW/4 Sec. 2, E/2 NE/4 Sec. 3, Blk 53
343788-003	6/5/2012	WELLS FARGO BANK NA TRUSTEE OF THE ADRIANA ELKAN TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	B 956, P 499, REEVES	All of Sec. 11, S/2, NW/4 Sec. 2, E/2 NE/4 Sec. 3, Blk 53
343788-004	6/5/2012	WELLS FARGO BANK NA TRUSTEE OF THE ALSTON ELKAN TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	B 956, P 501, REEVES	All of Sec. 11, S/2, NW/4 Sec. 2, E/2 NE/4 Sec. 3, Blk 53
343788-005	5/10/2012	PRISCILLA F GILMORE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 973, P 283, REEVES	All of Sec. 11, NW/4, SW/4, SE Sec. 2, E/2 NE/4 Sec. 3, Blk 53
343788-006	3/15/2012	HAROLD AND NANCY ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 973 P 30, REEVES	All of Sec. 11, S/2, NW/4 Sec. 2, E/2 NE/4 Sec. 3, Blk 53
343788-007	4/27/2012	JACK C. PROVINE WILLIAM PROVINE & ROBERT PROVINE	PETROHAWK PROPERTIES, LP	REEVES	TEXAS	V 946, P 234, REEVES	All of Sec. 11, W/2, SE Sec. 2, E/2 NE/4 Sec. 3, Blk 53
343800-002	12/20/2011	CHARLOTTE WHALEY	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 107, P 399, CULBERSON V 921, P 253, REEVES	All of Sec. 42, All of Sec. 43, All of Sec. 44, All of Sec. 45, Blk 45, All of Sec. 4, Blk 53
343800-003	5/15/2012	BETTY W. PETERSON	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 950, P 273, REEVES V 109, P 71, CULBERSON	All of Sec. 42, All of Sec. 43, All of Sec. 44, All of Sec. 46, Blk 45, All of Sec. 4, Blk 53
343800-005	12/28/2011	WILLIAM WILTON WEEKS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 107, P 556, CULBERSON V 936, P 105, REEVES	All of Sec. 42, All of Sec. 43, All of Sec. 44, All of Sec. 46, Blk 45, All of Sec. 4, Blk 53
343800-009	10/2/2013	CARROLLTON MINERAL PARTNERS III, LP	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 110, P 367, CULBERSON V 1048, P 145	All of Sec. 42, All of Sec. 43, All of Sec. 44, All of Sec. 46, Blk 45, All of Sec. 4, Blk 53
343800-010	9/15/2013	DALTEX MUNN ASSOCIATES	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 112, P 902, CULBERSON V 1087, P 723, REEVES	All of Sec. 42, All of Sec. 43, All of Sec. 44, All of Sec. 46, Blk 45, All of Sec. 4, Blk 53
343801-001	12/20/2011	DIANA FLYNT & HUSBAND HRABOVSKY	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 107, P 393, CULBERSON V 921, P 247, REEVES	All of Sec. 43, All of Sec. 44, All of Sec. 46, Blk 45, All of Sec. 4, Blk 53



True and Correct
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8/8/12

MAVERICK LEASES							
COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
343801-002	12/15/2011	PATSY R. BALL	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 107 P 402 CULBERSON V 921 P 256 REEVES	All of Sec 43, All of Sec 44, All of Sec 46, Blk 45, All of Sec 4, Blk 53
343801-008	12/25/2011	JOHN ROBERT AND WIFE FLYNT	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 929 P 382 REEVES V 108 P 458 CULBERSON	All of Sec 43, All of Sec 44, All of Sec 46, Blk 45, All of Sec 4, Blk 53
343823-001	2/13/2012	MARY JANE ROBINSON LIVING TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 947 P 567 REEVES	All of Sec 46, Blk 45, All of Sec 4, Blk 53
343831-001	5/30/2012	KELLY AND MARY MILES PIGG FAMILY TRUST	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 108 P 101 CULBERSON	All of Sec 42, Blk 45
343831-002	5/30/2012	JOHN ROBERT AND WIFE FLYNT	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 109 P 60 CULBERSON	All of Sec 42, Blk 45
343831-003	5/30/2012	MARY JANE ROBINSON LIVING TRUST	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 108 P 102 CULBERSON	All of Sec 42, Blk 45
343831-004	5/30/2012	DIANA FLYNT & HUSBAND ROBERT HRABOVSKY	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 109 P 84 CULBERSON	All of Sec 42, Blk 45
343831-005	5/30/2012	PATSY R BALL	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 109 P 88 CULBERSON	All of Sec 42, Blk 45
343831-006	5/30/2012	WANDA L BILLINGS	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 108 P 606 CULBERSON	All of Sec 42, Blk 45
343831-019	3/23/2011	THE ALLAR COMPANY	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 111 P 719 CULBERSON	All of Sec 42, Blk 45
343839-001	8/20/2012	THE ESTATE OF KELLY H. BAXTER	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 108 P 557 CULBERSON	All of Sec 42, All of Sec 43, S/2 of Sec 44, Blk 45, E/2SE Sec 5, Blk 53
366484-001	4/23/2015	SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 537 REEVES	W/2 and NE/4 of Sec 47, Blk 45
366484-002	4/23/2015	PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 527 REEVES	W/2 and NE/4 of Sec 47, Blk 45
366484-003	5/23/2015	CLYDE MICHAEL WILLIAMS, III TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1198 P 1 REEVES	W/2 and NE/4 of Sec 47, Blk 45
366484-004	5/23/2015	JOHN THOMAS SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1198 P 21 REEVES	W/2 and NE/4 of Sec 47, Blk 45
366484-005	5/23/2015	EDITH GIBBS WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1198 P 11 REEVES	W/2 and NE/4 of Sec 47, Blk 45
366484-006	5/23/2015	CLYDE MICHAEL WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 717 REEVES	W/2 and NE/4 of Sec 47, Blk 45
366484-007	5/23/2015	JOHN THOMAS SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 737 REEVES	W/2 and NE/4 of Sec 47, Blk 45
366484-008	5/23/2015	KATHLEEN SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 747 REEVES	W/2 and NE/4 of Sec 47, Blk 45
366484-009	5/23/2015	EDITH GIBBS WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 727 REEVES	W/2 and NE/4 of Sec 47, Blk 45
366484-010	5/23/2015	MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 767 REEVES	W/2 and NE/4 of Sec 47, Blk 45
366484-011	5/23/2015	MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 757 REEVES	W/2 and NE/4 of Sec 47, Blk 45

117511 C
 117511 B
 117511 U
 117511 S
 117511 T
 117511 N
 117511 L
 117511 K
 117511 M
 117511 O
 117511 R



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 Original filed in
 Culberson County
 Clerk of Court
 8.8.16

6.6.4.

	MAVERICK LEASES							
	COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
MF 117511 I	366484-012	5/23/2015	FRANCES SNIPES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 707 REEVES	W/2 and NE/4 of Sec. 47 Blk 45
117511 E	366484-013	5/23/2015	CRIMSON PROPERTIES LTD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 657 REEVES	W/2 and NE/4 of Sec. 47 Blk 45
117511 F	366484-014	5/16/2015	MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 667 REEVES	W/2 and NE/4 of Sec. 47 Blk 45
117511 J	366484-015	5/23/2015	FLORINE KLUSSMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 697 REEVES	W/2 and NE/4 of Sec. 47 Blk 45
117511 P	366484-016	5/23/2015	WALTER WOODWARD JR	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 777 REEVES	W/2 and NE/4 of Sec. 47 Blk 45
117511 Q	366484-017	5/23/2015	WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 787 REEVES	W/2 and NE/4 of Sec. 47 Blk 45
117511 G	366484-018	5/23/2015	SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 687 REEVES	W/2 and NE/4 of Sec. 47 Blk 45
117511 H	366484-019	5/23/2015	GERTRUDE J SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 677 REEVES	W/2 and NE/4 of Sec. 47 Blk 45
117511 V	366484-020	5/23/2015	KATHLEEN SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 617 REEVES	W/2 and NE/4 of Sec. 47 Blk 45
117511 D	366484-021	5/25/2015	EVA HAWLEY SMITHER FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 647 REEVES	W/2 and NE/4 of Sec. 47 Blk 45
117511 A	366484-022	5/23/2015	E M SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197 P 603 REEVES	W/2 and NE/4 of Sec. 47 Blk 45
117511 W	366484-023	5/16/2015	WILBUR LAWRENCE SMITHER III ESTATE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1233 P 718 REEVES	W/2 and NE/4 of Sec. 47 Blk 45
117815 H	366528-003	2/23/2016	CRIMSON PROPERTIES LTD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02719	All of Sec. 13 Blk 53
117815 K	366528-004	2/23/2016	GERTRUDE J SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02729	All of Sec. 13 Blk 53
117815 N	366528-005	2/4/2016	EDITH GIBBS WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02731	All of Sec. 13 Blk 53
117815 M	366528-006	2/23/2016	FLORINE KLUSSMANN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02725	All of Sec. 13 Blk 53
117815 Q	366528-007	2/4/2016	CLYDE MICHAEL WILLIAMS III	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02733	All of Sec. 13 Blk 53
117815 O	366528-008	2/4/2016	JOHN THOMAS SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02735	All of Sec. 13 Blk 53
117815 P	366528-009	2/4/2016	KATHLEEN SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02737	All of Sec. 13 Blk 53
117815 Y	366528-010	2/4/2016	CLYDE MICHAEL WILLIAMS III TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	All of Sec. 13 Blk 53
117815 C	366528-011	2/23/2016	SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02739	All of Sec. 13 Blk 53
117815 R	366528-012	2/1/2016	WALTER WOODWARD JR	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02741	All of Sec. 13 Blk 53
117815 T	366528-013	2/1/2016	MARK B WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02743	All of Sec. 13 Blk 53
117815 D	366528-014	2/23/2016	PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02745	All of Sec. 13 Blk 53



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MAVERICK LEASES								
COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED	
MF 117815 V	366528-015	2/1/2016	MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02747	All of Sec 13 Blk 53
117815 W	366528-016	2/4/2016	JOHN THOMAS SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	All of Sec 13 Blk 53
117815 G	366528-017	2/23/2016	MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02959	All of Sec 13 Blk 53
117815 F	366528-018	2/23/2016	SARAH HAWLEY DUNNING AND JOHN RICHARD HAWLEY, CO- TRUSTEES OF THE EVA SMITHER HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02961	All of Sec 13 Blk 53
117815 J	366528-021	2/23/2016	WILBUR LAWRENCE SMITHER, III ESTATE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03333	All of Sec 13 Blk 53
117815 S	366528-022	2/1/2016	WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03756	All of Sec 13 Blk 53
117815 E	366528-024	2/23/2016	E M SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	All of Sec 13 Blk 53
117815 I	366528-019	2/23/2016	SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03220	All of Sec 13 Blk 53
117815 L	366528-023	2/23/2016	FRANCES R SNIPES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03764	All of Sec 13 Blk 53
117815 V	366528-025	2/4/2016	EDITH GIBBS WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	All of Sec 13 Blk 53
117815 X	366528-020	2/4/2016	KATHLEEN SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	All of Sec 13 Blk 53
117816 A	366529-001	11/23/2015	SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 15-11532	E/2 W/2 of Sec 12 Blk 53
117816 B	366529-002	11/23/2015	PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 15-11531	E/2 W/2 of Sec 12 Blk 53
117816 F	366529-003	2/23/2016	CRIMSON PROPERTIES LTD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02721	E/2 W/2 of Sec 12 Blk 53
117816 I	366529-004	2/23/2016	GERTRUDE J SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02727	E/2 W/2 of Sec 12 Blk 53
117816 K	366529-005	2/23/2016	FLORINE KLUSSMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02723	E/2 W/2 of Sec 12 Blk 53
117816 D	366529-006	2/23/2016	SARAH HAWLEY DUNNING AND JOHN RICHARD HAWLEY, CO- TRUSTEES OF THE EVA SMITHER HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02963	E/2 W/2 of Sec 12 Blk 53
117816 S	366529-007	3/1/2016	MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02965	E/2 W/2 of Sec 12 Blk 53
117816 T	366529-008	3/4/2016	EDITH GIBBS WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03226	E/2 W/2 of Sec 12 Blk 53



True and Correct

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Original filed in

County of Tarrant

State of Texas

APR 8.8.16

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MAVERICK LEASES								
COP LEASE #	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED	
117816 V	366529-009	3/4/2016	JOHN THOMAS SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03227	E/2 W/2 of Sec. 12, Blk 53
117816 E	366529-010	2/23/2016	MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02967	E/2 W/2 of Sec. 12, Blk 53
117816 R	366529-011	3/1/2016	MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-02969	E/2 W/2 of Sec. 12, Blk 53
117816 H	366529-020	2/23/2016	WILBUR LAWRENCE SMITHER, III ESTATE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03331	E/2 W/2 of Sec. 12, Blk 53
117816 Q	366529-021	3/1/2016	WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03758	E/2 W/2 of Sec. 12, Blk 53
117816 P	366529-019	3/1/2016	WALTER WOODWARD JR	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03210	E/2 W/2 of Sec. 12, Blk 53
117816 C	366529-023	3/1/2016	E.M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	E/2 W/2 of Sec. 12, Blk 53
117816 G	366529-012	2/23/2016	SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03222	E/2 W/2 of Sec. 12, Blk 53
117816 J	366529-022	2/23/2016	FRANCES R SNIPE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03762	E/2 W/2 of Sec. 12, Blk 53
117816 N	366529-016	3/4/2016	KATHLEEN SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03216	E/2 W/2 of Sec. 12, Blk 53
117816 L	366529-018	3/4/2016	EDITH GIBBS WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03212	E/2 W/2 of Sec. 12, Blk 53
117816 W	366529-014	3/4/2016	CLYDE MICHAEL WILLIAMS III TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03225	E/2 W/2 of Sec. 12, Blk 53
117816 V	366529-013	3/4/2016	KATHLEEN SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03224	E/2 W/2 of Sec. 12, Blk 53
117816 M	366529-017	3/4/2016	JOHN THOMAS SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03214	E/2 W/2 of Sec. 12, Blk 53
117816 O	366529-015	3/4/2016	CLYDE MICHAEL WILLIAMS III	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO 16-03218	E/2 W/2 of Sec. 12, Blk 53
WISE LEASES								
COP LEASE	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED	
115655	343878-000*	7/24/2013	STATE OF TEXAS, WISE ASSET NO. 11 LTD	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 109 P 807 CULBERSON	All of Sections 2, 10, 11, 12, 14, 24 Blk 111, PSL, NW/4 of Section 30, Blk 45, PSL
	343879-001*	7/24/2013	WISE ASSET NO. 11 LTD	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 109 P 805 CULBERSON	S/2 NW/4 and N/2 SW/4 Section 15 Blk 111, PSL, NW/4 of Section 31 and E/2 and SW/4 of Section 30, Blk 45, PSL
The above described leases shall include all amendments and ratifications thereof, whether or not recorded.								
* Subject to Farmee's earning rights under Farmout dated May 1, 2015 between ConocoPhillips Company and Carrizo (Permian) LLC								



True and Correct

8.8.16
J.P.

Schedule 1A to EXHIBIT A

Attached To And Made A Part Of
Assignment and Bill of Sale
Effective April 1, 2016
Between ConocoPhillips Company and Three Rivers Acquisition III LLC

WELLS AND UNITS

[See Attached]

Schedule 1A to Exhibit A of Assignment

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copy of
Original filed in
APB.16
667

Schedule 1A to EXHIBIT A

WELLS AND UNITSMAVERICK WELL LIST

Well Name	API Number	Operator	COP Property
OATMAN WC 3 1H	42-389-33438	CONOCOPHILLIPS COMPANY	A718851 A718852
DALTEX MUNN 42-43 1H	42-109-32631	CONOCOPHILLIPS COMPANY	A750528 A750529
SMITHER STATE 13 2H	42-389-33816	CONOCOPHILLIPS COMPANY	A719345 A719346
SMITHER STATE 1 2H	42-389-33850	CONOCOPHILLIPS COMPANY	A719343 A719344
OATMAN UNIT 11-2 1H	42-389-34294	CONOCOPHILLIPS COMPANY	A750660 A750613
OATMAN STATE UNIT 11-14 1H	42-389-34296	CONOCOPHILLIPS COMPANY	A750659 A750612
PYTHIAN UNIT A 10-3 1H	42-389-34279	CONOCOPHILLIPS COMPANY	A750616 A750654
DALTEX MUNN UNIT 43-6 1H	42-109-32741	CONOCOPHILLIPS COMPANY	A751553 A751554
OATMAN UNIT 29 1H	42-109-32723	CONOCOPHILLIPS COMPANY	A751811 A751812
OATMAN UNIT 33-28 1H	42-109-32740	CONOCOPHILLIPS COMPANY	A751205 A751206
OATMAN UNIT 33-40 1H	42-109-32743	CONOCOPHILLIPS COMPANY	A751203 A751204
DALTEX MUNN UNIT 44-5 1H	42-109-32715	CONOCOPHILLIPS COMPANY	A751555 A751556



True and Correct

Notary Public
 State of Oklahoma

.

WISE WELL LIST

Well Name	API Number	Operator	COP Property
MUSTANG STATE UNIT 1H	42-109-32859	CARRIZO (PERMIAN) LLC	A752531
AVENGER STATE UNIT 1H	42-109-32863	CARRIZO (PERMIAN) LLC	A752529
FORTRESS STATE UNIT 1H	42-109-32868	CARRIZO (PERMIAN) LLC	A752533

UNIT LIST

Unit Name	COP Contract Number	Unit Designation Recording
DALTEX MUNN 42-43	212315	Volume 112, Page 602 Culberson County, Texas
DALTEX MUNN UNIT 43-6	213120	Volume 115, Page 116 Culberson County, Texas
DALTEX MUNN UNIT 44-5	213119	Volume 115, Page 108 Culberson County, Texas
OATMAN 3	211978	Volume 1056, Page 681 Reeves County, Texas
OATMAN STATE UNIT 11-14	212364	Volume 1103, Page 161 Reeves County, Texas
OATMAN UNIT 11-2	212363	Volume 1103, Page 50 Reeves County, Texas
OATMAN UNIT 29	213140	File Stamp 71378 Culberson County, Texas
OATMAN UNIT 33-28	213149	Volume 115, Page 393 Culberson County, Texas Volume 1150, Page 42 Reeves County, Texas
OATMAN UNIT 33-40	213162	Volume 115, Page 773 Culberson County, Texas Volume 1155, Page 256 Reeves County, Texas

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UNIT LIST

Unit Name	COP Contract Number	Unit Designation Recording
PYTHIAN UNIT A 10-3	212362	Volume 1103, Page 169 Reeves County, Texas
SMITHER STATE 1	212316	Volume 1081, Page 317 Reeves County, Texas
SMITHER STATE 13	211977	Volume 1056, Page 691 Reeves County, Texas

The above described unit designations shall include all amendments and ratifications therefore, whether or not recorded.

True and Correct
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APB
8.8.16

Schedule 2 to EXHIBIT A

Attached To And Made A Part Of
Assignment and Bill of Sale
Effective April 1, 2016
Between ConocoPhillips Company and Three Rivers Acquisition III LLC

OFF-LEASE FACILITIES

[See Attached]

Schedule 2 to Exhibit A of Assignment



True and Correct
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Original filed in
County of
Commission Expires
08/16/2016

RP 8.16

Schedule 2 to EXHIBIT A
OFF LEASE FACILITIES

Facilities

Pythian 10 Facility and related access road defined in and located on the lands covered by the following:

<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Effective Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW155225000	Site Lease & Road Easement	Texas Pythian Home, Inc.	ConocoPhillips Company	10/15/2014	Volume 1119	Page 67	Texas	Reeves

Slug Catcher and all related equipment and above ground appurtenances located on the lands covered by the following:

<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Effective Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW155315000	Site Lease (200' x 200' Slug Catcher Site)	Boileau Etienne et ux	ConocoPhillips Company	1/26/2015	Volume 1	Page 462	Texas	Culberson
RW107862000	Site Lease (200' x 200' Slug Catcher Site)	Joseph-Bernard Forgue	ConocoPhillips Company	2/11/2014	Volume 1078	Page 35	Texas	Reeves

Pipelines

Maverick East Pipeline constructed pursuant to and located on the lands covered by the following:

<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Effective Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW155109000	Right-of-Way Contract	Tony Masarweh	ConocoPhillips Company	2/15/2012	Volume 937	Page 108	Texas	Reeves
RW155224000	Right-of-Way Contract	Texas Pythian Home, Inc.	ConocoPhillips Company	10/15/2014	Volume 1119	Page 61	Texas	Reeves
RW155194000	Right-of-Way Easement	Blake Oil & Gas Corporation	ConocoPhillips Company	9/1/2014	Volume 1119	Page 54	Texas	Reeves

672.

THIS END CERTIFICATE
GIVEN UNDER MY HAND AND SEAL OF OFFICE
AT OILFIELD, TEXAS
THIS 8th DAY OF AUGUST, 2014
R.B. 8.8.14

<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Effective Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW155112000	Pipeline Easement Agreement	Texas Pythian Home, Inc.	ConocoPhillips Company	4/1/2012	Volume 937	Page 20	Texas	Reeves
RW155112000	Amendment of Pipeline Easement Agreement	Texas Pythian Home, Inc.	ConocoPhillips Company	7/1/2012	Volume 957	Page 490	Texas	Reeves
RW155110000	Pipeline Right-of-Way Easement	Blake Oil & Gas Corporation	ConocoPhillips Company	3/1/2012	Volume 937	Page 27	Texas	Reeves
RW155113000	Right-of-Way Contract	J. R. Meeker Trust, et al	ConocoPhillips Company	3/15/2012	Volume 941	Page 416	Texas	Reeves
RW155117000	Right-of-Way Contract	Jay Hendricks et al	ConocoPhillips Company	2/15/2012	Volume 937	Page 114	Texas	Reeves
RW155118000	Right-of-Way Contract	Loven Litchmore et al	ConocoPhillips Company	2/15/2012	Volume 937	Page 120	Texas	Reeves
RW155119000	Right-of-Way Contract	Donald M Brown et al	ConocoPhillips Company	5/1/2012	Volume 944	Page 9	Texas	Reeves
RW155120000	Right-of-Way Contract	Alina R Cabral et al	ConocoPhillips Company	5/1/2012	Volume 941	Page 394	Texas	Reeves
RW155122000	Right-of-Way Contract	Chun Youn	ConocoPhillips Company	2/15/2012	Volume 941	Page 462	Texas	Reeves
RW155125000	Right-of-Way Contract	David Williams	ConocoPhillips Company	3/15/2012	Volume 941	Page 456	Texas	Reeves
RW155127000	Right-of-Way Contract	Donald R Carroll Jr	ConocoPhillips Company	3/5/2012	Volume 941	Page 444	Texas	Reeves
RW155131000	Right-of-Way Contract	Llwellyn A Aubertin	ConocoPhillips Company	3/15/2012	Volume 941	Page 450	Texas	Reeves
RW155132000	Right-of-Way Contract (Instru # 12-03836)	Adelle Haley et al	ConocoPhillips Company	5/15/2012	Instrument # 12-03836	Instrument # 12-03836	Texas	Reeves
RW155134000	Right-of-Way Contract	Lance Allen	ConocoPhillips Company	5/1/2012	Volume 941	Page 432	Texas	Reeves
RW155135000	Right-of-Way Contract	Jacques Julmis et ux	ConocoPhillips Company	5/15/2012	Volume 957	Page 319	Texas	Reeves

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10-8-16
APB
8.8.16
COUNCIL
COMMISSION
OFFICE
CLERK
JULIA E. CORTIS

674

<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Effective Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW155158000	Right-of-Way Contract	Chun Youn	ConocoPhillips Company	2/15/2012	Volume 937	Page 126	Texas	Reeves
RW155159000	Right-of-Way Contract	Clifford Labady	ConocoPhillips Company	2/15/2012	Volume 937	Page 132	Texas	Reeves
RW155160000	Right-of-Way Contract	Joseph-Benard Forgue	ConocoPhillips Company	2/15/2012	Volume 941	Page 438	Texas	Reeves
RW155161000	Right-of-Way Contract	Joseph-Benard Forgue	ConocoPhillips Company	2/15/2012	Volume 937	Page 144	Texas	Reeves
RW155162000	Right-of-Way Contract	Jean Lucner Garcon	ConocoPhillips Company	2/15/2012	Volume 937	Page 138	Texas	Reeves
RW155167000	Miscellaneous Easement (Pipelines)	State of Texas	ConocoPhillips Company	4/1/2012	Volume 941	Page 378	Texas	Reeves
RW155168000	Right-of-Way Contract	J. R. Meeker Trust, et al	ConocoPhillips Company	3/15/2012	Volume 941	Page 424	Texas	Reeves
RW155169000	Right-of-Way Contract	J. R. Meeker Trust, et al	ConocoPhillips Company	3/15/2012	Volume 941	Page 408	Texas	Reeves
RW155170000	Right-of-Way Contract	J. R. Meeker Trust, et al	ConocoPhillips Company	3/15/2012	Volume 941	Page 400	Texas	Reeves
RW155284000	Right-of-Way Contract	Tony Masarweh	ConocoPhillips Company	2/24/2015	Volume 201	Page 789	Texas	Culberson
RW155318000	Right-of-Way Contract	Boileau Etienne et ux	ConocoPhillips Company	1/26/2015	Volume 1	Page 469	Texas	Culberson
RW154825000	TXDOT Road Bore Permit	Texas Department of Transportation	ConocoPhillips Company	6/21/2014	Not Recorded	Not Recorded	Texas	Reeves
RW155286000	Right-of-Way Contract	David Warren Evans II et ux	ConocoPhillips Company	2/27/2015	Volume 1157	Page 763	Texas	Reeves

Processing, Treating and Handling Facilities

None

True and Correct
Copy of
Signed, filed in
County Clerk's
Office
8.8.16

Schedule 5 to EXHIBIT A
RELATED CONTRACTS

Contract Number	Effective Date	Agreement Type	Parties		Recording	County, State
212364	6/1/2014	Designation of Pooled Unit Oatman State Unit 11-14	ConocoPhillips Company	Public	Volume 1103, Page 161 Reeves	Reeves, TX
213140	11/1/2014	Designation of Pooled Unit Oatman Unit 29	ConocoPhillips Company	Public	Volume 115, Page 131 Culberson	Culberson, TX
213149	12/1/2014	Designation of Pooled Unit Oatman Unit 33-28	ConocoPhillips Company	Public	Volume 115, Page 393 Culberson Volume 1150, Page 42,	Culberson and Reeves, TX
212363	8/1/2014	Designation of Pooled Unit Oatman Unit 11-2	ConocoPhillips Company	Public	Volume 1103, Page 50 Reeves	Reeves, TX
212315	3/1/2014	Designation of Pooled Unit Daltex Munn 42-43 Unit	ConocoPhillips Company	Public	Volume 112, Page 602 Culberson	Culberson, TX
213120	11/14/2014	Designation of Pooled Unit Daltex Munn 43-6 Unit	ConocoPhillips Company	Public	Volume 115, Page 116 Culberson	Culberson, TX
213119	12/1/2014	Designation of Pooled Unit Daltex Munn 44-5	ConocoPhillips Company	Public	Volume 115, Page 108 Culberson	Culberson, TX
212362	6/1/2014	Designation of Pooled Unit Pythian Unit A 10-3	ConocoPhillips Company	Public	Volume 1103, Page 169 Reeves	Reeves, TX
212316	4/1/2014	Designation of Pooled Unit Smither State 1	ConocoPhillips Company	Public	Volume 1081, Page 317 Reeves	Reeves, TX
211978	5/1/2013	Designation of Retained Tract Oatman 3 #1H	ConocoPhillips Company	Public	Volume 1056, Page 681 Reeves	Reeves, TX
211977	1/1/2014	Designation of Retained Tract Smither State 13 #2H	ConocoPhillips Company	Public	Volume 1056, Page 691 Reeves	Reeves, TX

True and Correct
8/8/16

676.

<u>Contract Number</u>	<u>Effective Date</u>	<u>Agreement Type</u>	<u>Parties</u>		<u>Recording</u>	<u>County, State</u>
213162	12/1/2014	Designation of Pooled Unit Oatman Unit 33-40	ConocoPhillips Company	Public	Volume 115, Page 773, Culberson	Culberson and Reeves, TX
213225	5/1/2015	Farmout Agreement	ConocoPhillips Company	Carrizo (Permian) LLC	Not Recorded	Culberson, TX
N/A	6/1/2015	Orderly Development Pooled Unit Agreement	State of Texas General Land Office	Carrizo (Permian) LLC	Not Recorded	Culberson, TX
33606	5/1/2015	Operating Agreement Mustang State Unit	Carrizo (Permian) LLC	ConocoPhillips Company	Memorandum Recorded at Doc # 00000001126	Culberson, TX
33647	5/1/2015	Operating Agreement Avenger State Unit	Carrizo (Permian) LLC	ConocoPhillips Company	Memorandum Recorded at Doc # 00000001125	
33568	10/1/2015	Designation of Pooled Unit Avenger State Unit	Carrizo (Permian) LLC and ConocoPhillips Company	Public	Doc # 00000000782	Culberson, TX
33508	9/1/2015	Designation of Pooled Unit Mustang State Unit	Carrizo (Permian) LLC and ConocoPhillips Company	Public	Doc # 00000000643	Culberson, TX
33508	9/1/2015	Partial Ratification of Designation of Pooled Unit	Wise Asset No 11 Ltd	Carrizo (Permian) LLC	Not Recorded	Culberson, TX
33616	11/1/2015	Designation of Pooled Unit Fortress State Unit	Carrizo (Permian) LLC and ConocoPhillips Company	Public	Volume 7, Page 790 Culberson	Culberson, TX
100694	3/1/2014	Gas Gathering & Processing Agreement	Regency Field Services LLC	ConocoPhillips Company	Not Recorded	N/A

True and Correct
A.D. 1e

<u>Contract Number</u>	<u>Effective Date</u>	<u>Agreement Type</u>	<u>Parties</u>		<u>Recording</u>	<u>County, State</u>
212357	8/11/2014	Letter agreement	ConocoPhillips Company Louisiana Land & Exploration Company	Energen Resources Corporation	Not Recorded	Loving and Reeves, TX
212401	10/1/2014	Operating Agreement Daltex Munn 44-5 Unit	ConocoPhillips Company	Carrizo (Permian) LLC AND McDonnold Petroleum, LLC	Memorandum Recorded at Volume 200, Page 174 Culberson	Culberson, TX
212400	2/1/2014	Operating Agreement Daltex Munn 42-43 Unit	ConocoPhillips Company	Carrizo (Permian) LLC AND McDonnold Petroleum, LLC	Memorandum Recorded at Volume 200, Page 177 Culberson	Culberson, TX
212398	10/1/2014	Operating Agreement Daltex Munn 43-6 Unit	ConocoPhillips Company	Carrizo (Permian) LLC AND McDonnold Petroleum, LLC	Memorandum Recorded at Volume 200, Page 171 Culberson	Culberson, TX
212365	5/6/2014	Pooling Agreement Oatman State 11-14 1H	State of Texas General Land Office	ConocoPhillips Company	Volume 1107, Page 418 Reeves	Reeves, TX
211391	8/20/2013	Pooling Agreement Smither State 1 2H Unit	State of Texas General Land Office	ConocoPhillips Company	Volume 1234, Page 240, Reeves	Reeves, TX
213118	12/9/2014	Pooling Agreement Smither State 47-38 1H Unit	State of Texas General Land Office	ConocoPhillips Company	Volume 1157, Page 83 Reeves	Reeves, TX



True and Correct
Copy of
A.P. 8.8.16

677

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Contract Number	Effective Date	Agreement Type	Parties		Recording	County, State
211315	7/24/2013	Salt Water Disposal Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	Not Recorded	Culberson, TX
211317	7/24/2013	Surface Use and Damages Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	Not Recorded	Culberson, TX
211314	7/24/2013	Water Supply Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	Not Recorded	Culberson, TX
212369	9/15/2013	Water Well Letter Agreement	ConocoPhillips Company	Daltex Munn Associates	Not Recorded	Culberson and Reeves, TX
212369	8/18/2014	Amendment No. 1 to Water Well Agreement dated May 6, 2014	ConocoPhillips Company	Daltex Munn Associates	Not Recorded	Culberson and Reeves, TX
213225	1/20/2016	Letter Agreement	ConocoPhillips Company	Carrizo (Permian) LLC	Not Recorded	Culberson, TX
212393	9/18/2014	Letter Agreement	ConocoPhillips Company	McDonnold Petroleum, LLC	Not Recorded	Culberson and Reeves, TX
RW155317000	10/28/2015	Access Road Cost Sharing Agreement	ConocoPhillips Company	Carrizo (Permian) LLC	Not Recorded	Reeves, TX
RW154825000	6/21/2014	Notice of and Approval for Pipeline Boring Under Hwy ROW	Texas Department of Transportation	ConocoPhillips Company	Not Recorded	Reeves, TX
N/A	1/28/2015	Roadway Agreement	Clovis Dean Ball	ConocoPhillips Company	Not Recorded	Reeves, TX

The above described agreements shall include all recorded amendments and ratifications thereof.

* Non-exclusive contracts

True and Correct
Copy of
Original in
8.8.16

Schedule 3 to EXHIBIT A

Attached To And Made A Part Of
Assignment and Bill of Sale
Effective April 1, 2016
Between ConocoPhillips Company and Three Rivers Acquisition III LLC

SURFACE LANDS, PERMITS AND EASEMENTS

[See Attached]

Schedule 3 to Exhibit A of Assignment



True and Correct
Copy of

8.8.16

679

Schedule 3 to EXHIBIT A
SURFACE LANDS, PERMITS AND EASEMENTS

COP Contract #	Contract Name	Lessor/Grantor	Lessee/Grantee	Lease Date	Book	Page	State	County
RW104838000	Roadway Agreement	The Estate of W W Oatman et al	ConocoPhillips Company	11/9/2012	995	350	Texas	Reeves
RW104948000	Roadway Agreement	WW Oatman et al	ConocoPhillips Company	6/15/2011	0991	0421	Texas	Reeves
RW105875000	Right-of-Way Contract	Texas Pythian Home Inc	ConocoPhillips Company	2/7/2013	1007	453	Texas	Reeves
RW107862000	Site Lease (200' x 200' Slug Catcher Site)	Joseph-Bernard Forgue	ConocoPhillips Company	2/11/2014	1078	35	Texas	Reeves
RW154822000	Pipeline Easement Agreement	Pleasant Street Limited et al	ConocoPhillips Company	5/7/2014	1108	0334	Texas	Reeves
RW154823000	Pipeline Easement Agreement	Pleasant Street Limited et al	ConocoPhillips Company	5/7/2014	1108	0382	Texas	Reeves
RW154880000	Roadway Agreement	Wayland W Oatman Estate et al	ConocoPhillips Company	8/18/2014	1134	0305	Texas	Reeves
RW155105000	Right-of-Way Contract	Wanda L Billings	ConocoPhillips Company	3/1/2012	0937	0065	Texas	Reeves
RW155106000	Right-of-Way Contract	Patsy Ball	ConocoPhillips Company	3/1/2012	0937	0047	Texas	Reeves
RW155107000	Right-of-Way Contract	Charlotte T Whaley	ConocoPhillips Company	3/1/2012	0937	0053	Texas	Reeves
RW155108000	Pipeline Easement Agreement	Kelly and Mary Miles Pigg Family Trust	ConocoPhillips Company	3/1/2012	0937	0071	Texas	Reeves
RW155109000	Right-of-Way Contract	Tony Masarweh	ConocoPhillips Company	2/15/2012	0397	108	Texas	Reeves

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True and Correct
Copy of
Schedule 3 to Exhibit A
Surface Lands, Permits and Easements
8/2/14

<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW155110000	Pipeline Right-of-Way and Easement	Blake Oil and Gas Corporation	ConocoPhillips Company	3/1/2012	0937	0027	Texas	Reeves
RW155111000	Right-of-Way Contract	W W Oatman et al	ConocoPhillips Company	3/1/2012	0937	0034	Texas	Reeves
RW155112000	Pipeline Easement Agreement	Texas Pythian Home Inc	ConocoPhillips Company	4/1/2012	0937	0020	Texas	Reeves
RW155112000	Amendment of Pipeline Easement Agreement	Texas Pythian Home Inc	ConocoPhillips Company	7/1/2012	957	490	Texas	Reeves
RW155113000	Right-of-Way Contract	J R Meeker Trust et al	ConocoPhillips Company	3/15/2012	0941	0416	Texas	Reeves
RW155114000	Easement One Oil/Gas Pipe Line	Daltex Munn Associates	ConocoPhillips Company	3/12/2012	0937	0101	Texas	Reeves
RW155115000	Right-of-Way Contract	Jon Robert Flynt et al	ConocoPhillips Company	3/1/2012	0937	0059	Texas	Reeves
RW155116000	Right-of-Way Contract	William W Weeks	ConocoPhillips Company	3/15/2012	0937	0041	Texas	Reeves
RW155117000	Right-of-Way Contract	Jay Hendricks et al	ConocoPhillips Company	2/15/2012	0937	114	Texas	Reeves
RW155118000	Right-of-Way Contract	Loven Litchmore et al	ConocoPhillips Company	2/15/2012	0937	120	Texas	Reeves
RW155119000	Right-of-Way Contract	Donald M Brown et al	ConocoPhillips Company	5/1/2012	944	9	Texas	Reeves
RW155120000	Right-of-Way Contract	Alina R Cabral et al	ConocoPhillips Company	5/1/2012	941	394	Texas	Reeves
RW155122000	Right-of-Way Contract	Chun Youn	ConocoPhillips Company	2/15/2012	941	462	Texas	Reeves
RW155125000	Right-of-Way Contract	David Williams	ConocoPhillips Company	3/15/2012	941	456	Texas	Reeves
RW155127000	Right-of-Way Contract	Donald R Carroll Jr.	ConocoPhillips Company	3/5/2012	941	444	Texas	Reeves

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<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW155131000	Right-of-Way Contract	Llwellyn A Aubertin	ConocoPhillips Company	3/15/2012	941	450	Texas	Reeves
RW155132000	Right-of-Way Contract	Adelle Haley et al	ConocoPhillips Company	5/15/2012	941	701	Texas	Reeves
RW155134000	Right-of-Way Contract	Lance Allen	ConocoPhillips Company	5/1/2012	941	432	Texas	Reeves
RW155135000	Right-of-Way Contract	Jacques Julmis et ux	ConocoPhillips Company	5/15/2012	957	319	Texas	Reeves
RW155158000	Right-of-Way Contract	Chun Youn	ConocoPhillips Company	2/15/2012	937	126	Texas	Reeves
RW155159000	Right-of-Way Contract	Clifford Labady	ConocoPhillips Company	2/15/2012	937	132	Texas	Reeves
RW155160000	Right-of-Way Contract	Joseph-Benard Fargue	ConocoPhillips Company	2/15/2012	941	438	Texas	Reeves
RW155161000	Right-of-Way Contract	Joseph-Benard Fargue	ConocoPhillips Company	2/15/2012	937	144	Texas	Reeves
RW155162000	Right-of-Way Contract	Jean Lucner Garcon	ConocoPhillips Company	2/15/2012	937	138	Texas	Reeves
RW155163000	Right-of-Way Contract	Robert W Hrabovsky et al	ConocoPhillips Company	3/1/2012	0937	0077	Texas	Reeves
RW155164000	Right-of-Way Contract	Bashe Family Trust	ConocoPhillips Company	3/1/2012	0937	0083	Texas	Reeves
RW155165000	Right-of-Way Contract	Betty W Peterson	ConocoPhillips Company	3/1/2012	0937	0089	Texas	Reeves
RW155166000	Right-of-Way Contract	Mary Jane Cole Robinson	ConocoPhillips Company	3/1/2012	0937	0095	Texas	Reeves
RW155167000	Miscellaneous Easement (Pipelines) ME20120112	State of Texas	ConocoPhillips Company	4/1/2012	0941	0378	Texas	Reeves
RW155168000	Right-of-Way Contract	J R Meeker Trust et al	ConocoPhillips Company	3/15/2012	0941	0424	Texas	Reeves

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<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW155169000	Right-of-Way Contract	J R Meeker Trust et al	ConocoPhillips Company	3/15/2012	0941	0408	Texas	Reeves
RW155170000	Right-of-Way Contract	J R Meeker Trust et al	ConocoPhillips Company	3/15/2012	0941	0400	Texas	Reeves
RW155194000	Pipeline Right-of-Way Easement	Blake Oil & Gas Corporation	ConocoPhillips Company	9/1/2014	1119	0054	Texas	Reeves
RW155223000	Roadway Agreement	Wayland W Oatman Estate et al	ConocoPhillips Company	7/18/2014	1108	0434	Texas	Reeves
RW155224000	Right-of-Way Contract	Texas Pythian Home Inc	ConocoPhillips Company	10/15/2014	1119	0061	Texas	Reeves
RW155225000	Site Lease & Road Easement Grant	Texas Pythian Home Inc	ConocoPhillips Company	10/15/2014	1119	0067	Texas	Reeves
RW155236000	Right-of-Way Contract	David Warren Evans II et ux	ConocoPhillips Company	2/27/2015	1157	763	Texas	Reeves
RW155317000	Access Road Cost Sharing Agreement	Carrizo (Permian) LLC	ConocoPhillips Company	10/28/2015	Not Recorded	Not Recorded	Texas	Reeves
RW154825000	Notice of and Approval for Pipeline Boring Under Hwy ROW	Texas Department of Transportation	ConocoPhillips Company	6/21/2014	Not Recorded	Not Recorded	Texas	Reeves
RW155284000	Right-of-Way Contract	Tony Masarweh	ConocoPhillips Company	2/24/2015	201	789	Texas	Culberson
RW155315000	Site Lease (200' x 200' Slug Catcher Site)	Boileau Etienne et ux	ConocoPhillips Company	1/26/2015	1	462	Texas	Culberson
RW155318000	Right-of-Way Contract	Boileau Etienne et ux	ConocoPhillips Company	1/26/2015	1	469	Texas	Culberson

True and Correct

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<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
N/A	Roadway Agreement	Daltex Munn Associates	ConocoPhillips Company	1/15/2015	Not Recorded	Not Recorded	Texas	Reeves
		BHP Billiton Petroleum Properties		10/5/2015	1210	97	Texas	Reeves
		Cosmo Investments		8/19/2015	1203	390	Texas	Reeves
		Kathryn Whittington		1/29/2015	1203	400	Texas	Reeves
		Charlotte T Whaley		1/23/2015	1203	406	Texas	Reeves
		James Bryan Billings		1/26/2015	1203	412	Texas	Reeves
		John Alan Billings		6/30/2015	1203	418	Texas	Reeves
		Mark Edward Waugh		1/26/2015	1203	424	Texas	Reeves
		Kenneth Glen Waugh		2/6/2015	1203	430	Texas	Reeves
		Betty W Peterson		2/3/2015	1203	436	Texas	Reeves
		Mary Jane Robinson		1/28/2015	1203	442	Texas	Reeves
		Clovis Dean Ball		1/23/2015	Not Recorded	Not Recorded	Texas	Reeves



True and Correct
 Copy of
 [Signature]
 8/8/18

<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
N/A	Pipeline Right-of-Way Easement	Cosmo Investments	ConocoPhillips Company	7/8/2014	6	629-632	Texas	Reeves & Culberson
		Mark Edward Waugh		5/30/2014	6	638-642	Texas	Culberson
		Kenneth Glen Waugh		10/14/2014	6	633-637	Texas	Culberson
		Harold H Pigg		5/16/2014	6	643-647	Texas	Culberson
		Charlotte T Whaley		8/9/2014	6	653-657	Texas	Culberson
		Mary Jane Robinson		6/30/2014	5	789	Texas	Culberson
		Betty W Peterson		5/5/2014	6	648-652	Texas	Culberson
		Clovis Dean Ball		6/30/2014	5	801	Texas	Culberson
		John Alan Billings		6/30/2014	5	660	Texas	Culberson
		James Bryan Billings		6/30/2014	5	793	Texas	Culberson
		Estate of W.W. Weeks		8/17/2015	5	509	Texas	Culberson

685

11.8.16



TUESDAY

6086

COP Contract #	Contract Name	Lessor/Grantor	Lessee/Grantee	Lease Date	Book	Page	State	County
N/A	Pipeline Right-of-Way Easement	Mark Edward Waugh	ConocoPhillips Company	5/30/2014	1208	183	Texas	Reeves
		Kenneth Glen Waugh		10/14/2014	1208	207	Texas	Reeves
		Harold H Pigg		8/18/2014	1208	195	Texas	Culberson
		Charlotte T Whaley		8/9/2014	1208	189	Texas	Reeves
		Mary Jane Robinson		6/30/2014	1203	329	Texas	Reeves
		Betty W Peterson		5/30/2014	1208	201	Texas	Reeves
		Clovis Dean Ball		6/30/2014	1203	324	Texas	Reeves
		John Alan Billings		6/30/2014	1203	385	Texas	Reeves
		James Bryan Billings		6/30/2014	1203	319	Texas	Reeves
		Estate of W.W. Weeks		8/17/2015	1203	380	Texas	Reeves
		Kathryn Whittington		6/30/2014	1203	395	Texas	Reeves
		Daltex Munn Associates		6/12/2014	6	619-628	Texas	Reeves & Culberson


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<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
N/A	Roadway Agreement	Mara Brachman	ConocoPhillips Company	8/27/2015	6	600-604	Texas	Culberson
		Kenneth Glen Waugh		10/16/2015	8	68-72	Texas	Culberson
		Mark Edward Waugh		8/5/2015	5	805	Texas	Culberson
		Charlotte T Whaley		10/8/2015	6	605-609	Texas	Culberson
		John Alan Billings		8/17/2015	5	535	Texas	Culberson
		Clovis Dean Ball		8/3/2015	5	545	Texas	Culberson
		Betty W Peterson		8/4/2015	5	550	Texas	Culberson
		James Bryan Billings		8/3/2015	5	540	Texas	Culberson
		Estate of W.W. Weeks		8/17/2015	5	525	Texas	Culberson
		Daltex Munn Associates		1/1/2015	2	535	Texas	Culberson & Reeves

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True and Correct
Signed and sealed
this 8th day of August
2016
Notary Public
for the State of Texas
[Signature]

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<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
N/A	Roadway Agreement	Daltex Munn Associates	ConocoPhillips Company	10/14/2014	200	843	Texas	Culberson
		John Alan Billings		6/30/2014	5	741	Texas	Culberson
		Mary Jane Robinson		1/19/2015	5	759	Texas	Culberson
		Betty W Peterson		2/3/2015	5	753	Texas	Culberson
		Clovis Dean Ball		1/28/2015	5	765	Texas	Culberson
		Mark Edward Waugh		1/27/2015	5	747	Texas	Culberson
		James Bryan Billings		1/13/2015	5	777	Texas	Culberson
		Charlotte T Whaley		1/6/2015	5	771	Texas	Culberson
		Estate of W.W. Weeks		8/17/2015	5	513	Texas	Culberson
		Kenneth Glen Waugh		2/6/2015	5	783	Texas	Culberson
		Cosmo Investments		11/6/2014	200	678	Texas	Culberson

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True and Correct

<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
N/A	Pipeline Right-of-Way Easement	Charlotte T Whaley	ConocoPhillips Company	1/15/2015	5	654	Texas	Culberson
		John Alan Billings		1/15/2015	5	612	Texas	Culberson
		Mary Jane Robinson		1/15/2015	5	630	Texas	Culberson
		Betty W Peterson		1/15/2015	5	624	Texas	Culberson
		Clovis Dean Ball		1/15/2015	5	618	Texas	Culberson
		Estate of W.W. Weeks		1/15/2015	5	519	Texas	Culberson
		Kenneth Glen Waugh		1/15/2015	5	636	Texas	Culberson
		Mark Edward Waugh		1/15/2015	5	642	Texas	Culberson
		James Bryan Billings		1/15/2015	5	648	Texas	Culberson
211315	Salt Water Disposal Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	7/24/2013	Not Recorded	Not Recorded	Texas	Culberson
211317	Surface Use and Damages Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	7/24/2013	Not Recorded	Not Recorded	Texas	Culberson
211314	Water Supply Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	7/24/2013	Not Recorded	Not Recorded	Texas	Culberson

Permits

All permits listed on Schedule 3.2.4 and Schedule 3.2.8 (b)

The above described agreements shall include all amendments and ratifications therefore, whether or not recorded.

* Non-exclusive contracts

True and Correct

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Schedule 4 to EXHIBIT A

Attached To And Made A Part Of
Assignment and Bill of Sale
Effective April 1, 2016
Between ConocoPhillips Company and Three Rivers Acquisition III LLC

ROYALTY INTERESTS

None.

[End of Schedule 4 to Exhibit A]

Schedule 4 to Exhibit A of Assignment



True and Correct
[Signature]
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Schedule 5 to EXHIBIT A

Attached To And Made A Part Of
Assignment and Bill of Sale
Effective April 1, 2016
Between ConocoPhillips Company and Three Rivers Acquisition III LLC

RELATED CONTRACTS

[See Attached]

Schedule 5 to Exhibit A of Assignment

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Schedule 5 to EXHIBIT A
RELATED CONTRACTS

<u>Contract Number</u>	<u>Effective Date</u>	<u>Agreement Type</u>	<u>Parties</u>		<u>Recording</u>	<u>County, State</u>
212364	6/1/2014	Designation of Pooled Unit Oatman State Unit 11-14	ConocoPhillips Company	Public	Volume 1103, Page 161 Reeves	Reeves, TX
213140	11/1/2014	Designation of Pooled Unit Oatman Unit 29	ConocoPhillips Company	Public	Volume 115, Page 131 Culberson	Culberson, TX
213149	12/1/2014	Designation of Pooled Unit Oatman Unit 33-28	ConocoPhillips Company	Public	Volume 115, Page 393 Culberson Volume 1150, Page 42,	Culberson and Reeves, TX
212363	8/1/2014	Designation of Pooled Unit Oatman Unit 11-2	ConocoPhillips Company	Public	Volume 1103, Page 50 Reeves	Reeves, TX
212315	3/1/2014	Designation of Pooled Unit Daltex Munn 42-43 Unit	ConocoPhillips Company	Public	Volume 112, Page 602 Culberson	Culberson, TX
213120	11/14/2014	Designation of Pooled Unit Daltex Munn 43-6 Unit	ConocoPhillips Company	Public	Volume 115, Page 116 Culberson	Culberson, TX
213119	12/1/2014	Designation of Pooled Unit Daltex Munn 44-5	ConocoPhillips Company	Public	Volume 115, Page 108 Culberson	Culberson, TX
212362	6/1/2014	Designation of Pooled Unit Pythian Unit A 10-3	ConocoPhillips Company	Public	Volume 1103, Page 169 Reeves	Reeves, TX
212316	4/1/2014	Designation of Pooled Unit Smither State 1	ConocoPhillips Company	Public	Volume 1081, Page 317 Reeves	Reeves, TX
211978	5/1/2013	Designation of Retained Tract Oatman 3 #1H	ConocoPhillips Company	Public	Volume 1056, Page 681 Reeves	Reeves, TX
211977	1/1/2014	Designation of Retained Tract Smither State 13 #2H	ConocoPhillips Company	Public	Volume 1056, Page 691 Reeves	Reeves, TX

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<u>Contract Number</u>	<u>Effective Date</u>	<u>Agreement Type</u>	<u>Parties</u>		<u>Recording</u>	<u>County, State</u>
213162	12/1/2014	Designation of Pooled Unit Oatman Unit 33-40	ConocoPhillips Company	Public	Volume 115, Page 773, Culberson	Culberson and Reeves, TX
213225	5/1/2015	Farmout Agreement	ConocoPhillips Company	Carrizo (Permian) LLC	Not Recorded	Culberson, TX
N/A	6/1/2015	Orderly Development Pooled Unit Agreement	State of Texas General Land Office	Carrizo (Permian) LLC	Not Recorded	Culberson, TX
33606	5/1/2015	Operating Agreement Mustang State Unit	Carrizo (Permian) LLC	ConocoPhillips Company	Memorandum Recorded at Doc # 00000001126	Culberson, TX
33647	5/1/2015	Operating Agreement Avenger State Unit	Carrizo (Permian) LLC	ConocoPhillips Company	Memorandum Recorded at Doc # 00000001125	
33568	10/1/2015	Designation of Pooled Unit Avenger State Unit	Carrizo (Permian) LLC and ConocoPhillips Company	Public	Doc # 00000000782	Culberson, TX
33508	9/1/2015	Designation of Pooled Unit Mustang State Unit	Carrizo (Permian) LLC and ConocoPhillips Company	Public	Doc # 00000000643	Culberson, TX
33508	9/1/2015	Partial Ratification of Designation of Pooled Unit	Wise Asset No 11 Ltd	Carrizo (Permian) LLC	Not Recorded	Culberson, TX
33616	11/1/2015	Designation of Pooled Unit Fortress State Unit	Carrizo (Permian) LLC and ConocoPhillips Company	Public	Volume 7, Page 790 Culberson	Culberson, TX
100694	3/1/2014	Gas Gathering & Processing Agreement	Regency Field Services LLC	ConocoPhillips Company	Not Recorded	N/A

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<u>Contract Number</u>	<u>Effective Date</u>	<u>Agreement Type</u>	<u>Parties</u>		<u>Recording</u>	<u>County, State</u>
212357	8/11/2014	Letter agreement	ConocoPhillips Company Louisiana Land & Exploration Company	Energen Resources Corporation	Not Recorded	Loving and Reeves, TX
212401	10/1/2014	Operating Agreement Daltex Munn 44-5 Unit	ConocoPhillips Company	Carrizo (Permian) LLC AND McDonnold Petroleum, LLC	Memorandum Recorded at Volume 200, Page 174 Culberson	Culberson , TX
212400	2/1/2014	Operating Agreement Daltex Munn 42-43 Unit	ConocoPhillips Company	Carrizo (Permian) LLC AND McDonnold Petroleum, LLC	Memorandum Recorded at Volume 200, Page 177 Culberson	Culberson , TX
212398	10/1/2014	Operating Agreement Daltex Munn 43-6 Unit	ConocoPhillips Company	Carrizo (Permian) LLC AND McDonnold Petroleum, LLC	Memorandum Recorded at Volume 200, Page 171 Culberson	Culberson , TX
212365	5/6/2014	Pooling Agreement Oatman State 11-14 1H	State of Texas General Land Office	ConocoPhillips Company	Volume 1107, Page 418 Reeves	Reeves, TX
211391	8/20/2013	Pooling Agreement Smither State 1 2H Unit	State of Texas General Land Office	ConocoPhillips Company	Volume 1234, Page 240, Reeves	Reeves, TX
213118	12/9/2014	Pooling Agreement Smither State 47-38 1H Unit	State of Texas General Land Office	ConocoPhillips Company	Volume 1157, Page 83 Reeves	Reeves, TX

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<u>Contract Number</u>	<u>Effective Date</u>	<u>Agreement Type</u>	<u>Parties</u>		<u>Recording</u>	<u>County, State</u>
211315	7/24/2013	Salt Water Disposal Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	Not Recorded	Culberson, TX
211317	7/24/2013	Surface Use and Damages Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	Not Recorded	Culberson, TX
211314	7/24/2013	Water Supply Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	Not Recorded	Culberson, TX
212369	9/15/2013	Water Well Letter Agreement	ConocoPhillips Company	Daltex Munn Associates	Not Recorded	Culberson and Reeves, TX
212369	8/18/2014	Amendment No. 1 to Water Well Agreement dated May 6, 2014	ConocoPhillips Company	Daltex Munn Associates	Not Recorded	Culberson and Reeves, TX
213225	1/20/2016	Letter Agreement	ConocoPhillips Company	Carrizo (Permian) LLC	Not Recorded	Culberson, TX
212393	9/18/2014	Letter Agreement	ConocoPhillips Company	McDonnold Petroleum, LLC	Not Recorded	Culberson and Reeves, TX
RW155317000	10/28/2015	Access Road Cost Sharing Agreement	ConocoPhillips Company	Carrizo (Permian) LLC	Not Recorded	Reeves, TX
RW154825000	6/21/2014	Notice of and Approval for Pipeline Boring Under Hwy ROW	Texas Department of Transportation	ConocoPhillips Company	Not Recorded	Reeves, TX
N/A	1/28/2015	Roadway Agreement	Clovis Dean Ball	ConocoPhillips Company	Not Recorded	Reeves, TX

The above described agreements shall include all recorded amendments and ratifications thereof.

* Non-exclusive contracts

True and correct

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Schedule 6 to EXHIBIT A

Attached To And Made A Part Of
Assignment and Bill of Sale
Effective April 1, 2016
Between ConocoPhillips Company and Three Rivers Acquisition III LLC

RETAINED COMMUNICATIONS TOWER

Communications Tower and related equipment constructed pursuant to and located on the lands covered by the following:

- 1. Site Lease dated effective June 26th, 2014 between Wayland W. Catman Estate, Carolyn C. Catman Trust, Warren Malcolm Clark Trust, and Reed-George Land & Minerals, Ltd., Grantor, and ConocoPhillips Company, grantee, recorded at Volume 200, Page 382, Culberson County, Texas.

[End of Schedule 6 to Exhibit A]

Schedule 6 to Exhibit A of Assignment

Filed for record on the 18th day of April
A.D. 2016 @ 11:55 o'clock A.M.
and duly recorded on the 19th day of April
A.D. 2016 @ 8:00 o'clock A.M.
LINDA McDONALD, COUNTY CLERK
CULBERSON COUNTY, TEXAS
[Signature], Deputy

8:18
a18
True and Correct
Clerk of
Culberson County, Texas
Linda McDonald

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF CULBERSON

The above and foregoing is a full, true and correct photographic copy of the
original record now in my lawful custody and possession, as the same is
filed/recorded in the OPR Records of my office, found
in VOL. 12, PAGE 641-696

I hereby certified on 8th August, 2016

LINDA McDONALD, COUNTY & DISTRICT CLERK
CULBERSON COUNTY, TEXAS

BY [Signature] DEPUTY

16-05687

FILED FOR RECORD
REEVES COUNTY, TEXAS
May 10, 2016 at 11:11:00 AM

STATE OF TEXAS

COUNTIES OF: CULBERSON
REEVES

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ASSIGNMENT AND BILL OF SALE

CONOCORHILLIPS COMPANY, a Delaware corporation, having offices at 600 North Dairy Ashford Road, Houston, Texas 77079 ("ASSIGNOR"), for and in consideration of the sum of Ten and No/100 dollars (\$10), the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby **GRANTS, SELLS, CONVEYS, ASSIGNS, AND TRANSFERS** to THREE RIVERS ACQUISITION III LLC, a Delaware limited liability company ("ASSIGNEE"), all of ASSIGNOR's right, title and interest in and to the Property described in this Assignment and Bill of Sale (this "Assignment"), subject to the terms, exceptions and reservations of this Assignment, effective as of 7:00 a.m., Central Standard Time, on April 1, 2016 (the "Effective Date"). This Assignment relates to the Purchase and Sale Agreement, dated as of March 8, 2016 between ASSIGNOR and ASSIGNEE (the "Purchase and Sale Agreement").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges and appurtenances in anyway belonging thereto, unto ASSIGNEE, its successors and assigns, forever, subject to the terms and matters set forth herein.

**ARTICLE 1.
CONVEYANCE**

- 1.1 Capitalized Terms. Each capitalized term used in this Assignment and Bill of Sale ("Assignment") that is not otherwise defined herein shall have the meaning for such capitalized term as defined in the Purchase and Sale Agreement, which terms are incorporated herein by such reference.
- 1.2 Description of the Property. The Property consists of all of ASSIGNOR's right and title to, and interest in, and all privileges and obligations appurtenant to, the following described property rights, interests, privileges and obligations (such property rights, interests, privileges and obligations, SAVE and EXCEPT the Excluded Assets described in Section 1.3, are hereafter referred to collectively as the "Property"):
 - 1.2.1 The oil, gas and mineral leases, subleases and other leaseholds, operating rights, working interests, net revenue interests and any contractual rights to production relating thereto, described in Exhibit A, Schedule 1, INsofar AND ONLY INsofar AS those interests, rights and leases cover and include the lands and rights described in Exhibit A, Schedule 1 (the "Leases");
 - 1.2.2 All rights, obligations and interests in any unit or pooled area in which any portion of the Leases are included, to the extent that those rights, obligations and interests arise from and are associated with the Leases or Wells, including without limitation, all rights and obligations derived from any unitization, pooling,



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operating, communitization or other agreement or from any declaration or order of any governmental authority, as described in Exhibit A, Schedule 1A (the "Units");

- 1.2.3 All oil, gas and condensate wells (whether producing, not producing, not produced, or temporarily or permanently abandoned), water source, water injection and other injection or disposal wells and systems located on or within the geographic boundaries of the Leases, Units or Surface Lands, Permits and Easements, and including those wells (whether or not located on or within the geographic boundaries of the Leases, Units or Surface Lands, Permits and Easements) described in Exhibit A, Schedule 1A (the "Wells");
- 1.2.4 All equipment, facilities, flow lines, pipelines, gathering systems (other than gas plant gathering systems), compressors, well pads, caissons, platforms, tank batteries, machinery, vehicles, appurtenances, improvements, frac ponds and pits, fixtures, inventory, materials, spare parts, tools, movables, immovables, abandoned property and junk and other personal property located on the Leases, the Units, or the Surface Lands, Permits and Easements on the Effective Date (including facilities under construction on the Leases prior to the Effective Date (and any equipment, materials and appurtenances identified to such construction project and located off of the Leases, if any)) together with the benefits of any manufacturer's or vendor's warranties or undertakings related thereto to the extent transferable by ASSIGNOR, and together with the pipelines or gathering lines and the processing, treating, fractionation or handling facilities located downstream of the Leases or Units and the other off-Lease facilities and equipment described in Exhibit A, Schedule 2 (collectively, the "Equipment");
- 1.2.5 To the extent assignable or transferable all easements, rights-of-way, licenses, permits, servitudes, water rights, surface leases, surface use agreements, surface fee tracts, and similar rights, obligations and interests to the extent applicable to or used in the ownership and/or operation of the Leases, Units, Wells, or Equipment, including those described in Exhibit A, Schedule 3 (the "Surface Lands, Permits and Easements");
- 1.2.6 All royalty, overriding royalty, net profits or other oil, gas or mineral interests described in Exhibit A, Schedule 4 (the "Royalty Interests"), including all rights and obligations pertaining to the Royalty Interests under any of the Related Contracts;
- 1.2.7 To the extent assignable or transferable, all contractual rights, obligations and interests in: (i) except as set forth in (ii) below, and except for the Leases and the Surface Lands, Permits and Easements, all agreements and contracts applicable to the Property, including unit agreements, farmout agreements, farmin agreements, and operating agreements, including without limitation, those described in Exhibit A, Schedule 5, and (ii) only those hydrocarbon sales, purchase, gathering, compression, transportation, treating, marketing, exchange, processing and fractionating agreements described in Exhibit A, Schedule 5, INsofar ONLY as

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(i) and (ii) cover and apply to any or all of the Leases, Units, Wells, Equipment, Surface Lands, Permits and Easements, and Royalty Interests (collectively, the "Related Contracts");

- 1.2.8 Subject to Section 6.4.1 of the Purchase and Sale Agreement, copies of all lease files, right-of-way files, well files (including well logs), surface fee files, production records, division order files, abstracts, title opinions, and contract files, either in print or electronic format, and insofar as they are directly related to any or all of the Leases, Units, Wells, Equipment, Surface Lands, Permits and Easements, Royalty Interests and Related Contracts (the "Property Records"), and all other tangibles, movables, immovables, miscellaneous interests or other assets on the Leases; and
- 1.2.9 All Hydrocarbons produced from, or attributable to, the Leases and Wells from and after the Effective Date; all Stock Tank Oil and the Pipeline Inventory, all Production Imbalances; and all make-up rights with respect to take-or-pay payments, if any, attributable to the Leases and Wells.
- 1.3 Exclusions from the Property. The Property to be conveyed and assigned under this Assignment does not include the following, which are reserved by ASSIGNOR (the "Excluded Assets"):
- 1.3.1 Subject to Section 6.4.5 of the Purchase and Sale Agreement, unless ASSIGNOR and ASSIGNEE otherwise agree in writing and enter into a separate data license agreement, (i) seismic, geological, geochemical, or geophysical data (including cores and other physical samples or materials from wells or tests) belonging to ASSIGNOR or licensed from third parties, and (ii) interpretations of seismic, geological, geochemical, or geophysical data belonging to ASSIGNOR or licensed from third parties;
- 1.3.2 ASSIGNOR's intellectual property used in developing or operating the Property, including without limitation, proprietary computer software, computer software licensed from third parties, patents, pending patent applications, trade secrets, copyrights, names, marks and logos;
- 1.3.3 ASSIGNOR's right, title and interest in the site lease described on Exhibit A, Schedule 6;
- 1.3.4 ASSIGNOR's corporate, financial and tax records, (except Leases, Related Contracts, title opinions, abstracts and other muniments of title) and legal files, except that ASSIGNOR will provide ASSIGNEE with copies of any tax records that are necessary for ASSIGNEE's ownership, administration or operation of the Property.
- 1.3.5 Notwithstanding any other provision of the Purchase and Sale Agreement or this Assignment to the contrary, any records or information that ASSIGNOR considers proprietary or confidential (including without limitation, employee information, internal valuation data, reservoir and field studies, environmental

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studies, future work plans, business plans, reserve reports, transaction proposals and related information and correspondence, business studies, bids and documents protected by any privilege), or which ASSIGNOR cannot legally provide to ASSIGNEE because of third party restrictions;

- 1.3.6 Trade credits and rebates from contractors, vendors and co-owners (excluding unpaid joint interest billings), and adjustments or refunds attributable to ASSIGNOR's interest in the Property that relate to any period before the Effective Date, including without limitation, any imbalances attributable to the Property downstream of the Property or at gas processing plants and associated make-up or cash settlement rights, transportation tax credits and refunds, tariff refunds, insurance premium adjustments, and audit adjustments under the Related Contracts;
- 1.3.7 Claims of ASSIGNOR for refund of or loss carry forwards with respect to ASSIGNOR Taxes;
- 1.3.8 Except suspense accounts paid to ASSIGNEE pursuant to Section 11.6 of the Purchase and Sale Agreement, all deposits, cash, checks in process of collection, cash equivalents, accounts and notes receivable and other funds attributable to any periods before the Effective Date, and security or other deposits made with third parties prior to the Effective Date;
- 1.3.9 All proceeds, benefits, income or revenues with respect to the Property attributable to periods prior to the Effective Date;
- 1.3.10 All Claims of ASSIGNOR arising from acts, omissions or events, or damage to or destruction of the Property before the Effective Date, and all related rights, titles, claims and interests of ASSIGNOR (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or letter of credit, or (iii) to any insurance or condemnation proceeds or awards;
- 1.3.11 All rights and obligations applicable to the matters listed under the section of Exhibit C (Pending Litigation And Claims Affecting The Property) to the Purchase and Sale Agreement entitled "ASSIGNOR's Responsibility";
- 1.3.12 All contracts for procurement of goods and services related to the Property, including contracts for rental equipment and the maintenance thereof (except for those support service contracts specifically listed as part of the Related Contracts in Exhibit A, Schedule 5, if any) (ASSIGNEE will make its own necessary arrangements for these matters);
- 1.3.13 All swap, futures, or derivative contracts backed by or related to the Hydrocarbons;
- 1.3.14 (i) Pipelines, equipment and other facilities located on the Leases, the Units, or the Surface Lands, Permits and Easements that are not associated with or used (or have never been used) in connection with the Leases or the Units; (ii) any

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equipment, materials, spare parts, tools and other personal property that may be booked to or have been previously used on the Leases, the Units or the Surface Lands, Permits and Easements, but is presently stored or warehoused at an ASSIGNOR or third party site not located on the Property; and (iii) any gas processing plants or their associated facilities, pipelines and gathering lines, wherever located, other than, in each case of (i), (ii), and (iii), as may be described in Exhibit A, Schedule 2;

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1.3.15 (i) Radio towers, remote terminal units, all SCADA equipment that is associated with locations other than the Property, personal computer equipment, communication equipment (including licensed and unlicensed radios located on the Leases or the Surface Lands, Permits and Easements and specifically including the communications tower and related equipment located on the site lease described on Exhibit A, Schedule 6), and photocopy machines, wherever located, (ii) all leased vehicles and equipment for which ASSIGNEE does not assume the applicable lease under this Assignment, (iii) all third party equipment and property located on or used in connection with the Property, including without limitation contractor equipment, and (iv) all vehicles, barges, boats and other vessels other than as may be described in Exhibit A, Schedule 2;

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1.3.16 ASSIGNOR's rights under any existing contracts providing for the gathering, compression (on site or off-Lease), treating, transportation, processing or sales of Hydrocarbons produced from the Leases or Wells, other than those Related Contracts listed on Exhibit A, Schedule 5 (ASSIGNEE will make its own necessary arrangements for these matters with respect to its production from the Leases);

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1.3.17 ASSIGNOR's interests, rights, benefits and obligations to any and all emission capture and trade credits, greenhouse gas or carbon mitigation credits, water, nutrient or endangered species banking credits, and associated allowances attributable to the Property; and

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1.3.18 Any Property excluded from this Assignment pursuant to Sections 5.3.4(c), 5.5.2(a)(ii), 5.7.2(c), and 5.8 of the Purchase and Sale Agreement after such Property is so excluded.

1.4 Purchase and Sale Agreement. This Assignment is made and accepted subject to all of the terms of the Purchase and Sale Agreement, which are hereby deemed incorporated by reference into this Assignment to the fullest extent permitted by law. In the event of a conflict between the provisions of this Assignment and the provisions of the Purchase and Sale Agreement, the provisions of the Purchase and Sale Agreement shall take precedence.

1.5 ASSIGNEE's Assumed Obligations. Subject to ASSIGNEE's right to indemnification under Sections 8.4.1 and 8.4.2 of the Purchase and Sale Agreement, ASSIGNEE will assume, pay and perform all obligations, liabilities, Claims and duties with respect to the ownership and (if applicable) operation of the Property that are attributable to periods on



and after the Effective Date, together with the Plugging and Abandonment Obligations, Environmental Obligations, and all other obligations expressly assumed by ASSIGNEE under the Purchase and Sale Agreement (collectively, the "ASSIGNEE's Assumed Obligations"). Without limiting the generality of the foregoing, ASSIGNEE's Assumed Obligations shall also specifically include:

- 1.5.1 Responsibility for payment of all operating expenses and capital expenditures related to the Property and attributable to periods on and after the Effective Date;
- 1.5.2 Responsibility for performance of all express and implied obligations and covenants under the terms of the Leases, other instruments in the chain of title, the Related Contracts, Surface Lands, Permits and Easements and all other orders and contracts to which the Property or the operation thereof is subject, to the extent those obligations and covenants are required to be performed on or after the Effective Date;
- 1.5.3 Responsibility for payment of all royalties, overriding royalties, production payments, net profits obligations, rentals, severance taxes and other burdens or encumbrances to which the Property is subject that are attributable to periods on and after the Effective Date, and for shut-in payments payable on and after the Effective Date;
- 1.5.4 Responsibility for proper accounting for a disbursement of production proceeds from the Property attributable to periods on and after the Effective Date, including funds in any suspense accounts received from ASSIGNOR;
- 1.5.5 Responsibility for compliance with all applicable laws, ordinances, rules and regulations pertaining to the Property, and the procurement and maintenance of all permits, consents, authorizations, and bonds required by public authorities in connection with the Property on and after the Effective Date;
- 1.5.6 Subject to Section 11.1 of the Purchase and Sale Agreement, responsibility for all obligations with respect to Production Imbalances with third parties attributable to the Property for production from and after the Effective Date;
- 1.5.7 Responsibility for any third party Claims for injury, death or third person property damage attributable to, or arising out of, the ownership or operation of the Property from and after the Effective Date; and
- 1.5.8 Responsibility for taxes and expenses allocable to ASSIGNEE as provided in Article 9 of the Purchase and Sale Agreement.
- 1.6 Plugging and Abandonment Obligations. Subject to ASSIGNEE's rights under Section 8.4.2 of the Purchase and Sale Agreement, ASSIGNEE assumes full responsibility and liability for the following plugging and abandonment obligations related to the Property (the "Plugging and Abandonment Obligations"), regardless of whether they are attributable to the ownership or operation of the Property before, on or after the Effective Date and regardless of whether resulting from any acts or omissions of ASSIGNOR

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(INCLUDING THOSE ARISING FROM ASSIGNOR'S SOLE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT, BUT EXCLUDING THOSE TO THE EXTENT ARISING FROM ASSIGNOR'S WILLFUL MISCONDUCT) or the condition of the Property when acquired:

- 1.6.1 The necessary and proper plugging, replugging and abandonment of all wells on the Property, whether plugged and abandoned before, on or after the Effective Date;
- 1.6.2 The necessary and proper removal, abandonment, and disposal of all platforms, structures, pipelines, facilities, equipment, abandoned property and junk located on or comprising part of the Property;
- 1.6.3 The necessary and proper capping and burying of all flow lines and pipelines associated with the Wells and located on or comprising part of the Property;
- 1.6.4 The necessary and proper restoration of the Property, both surface and subsurface, as may be required by applicable laws, regulation or contract;
- 1.6.5 Any necessary clean-up or disposal of Property contaminated by naturally occurring radioactive material ("NORM"), as may be required by applicable laws, regulations or contract; and
- 1.6.6 All plugging and abandonment obligations arising from contractual requirements and demands made by courts, authorized regulatory bodies or parties claiming a vested interest in the Property; and
- 1.6.7 Obtaining and maintaining all bonds, or supplemental or additional bonds, that may be required contractually or by governmental authorities.

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ASSIGNEE shall conduct all plugging, replugging, abandonment, removal, disposal and restoration operations in a good and workmanlike manner and in compliance with all applicable laws and regulations.

ASSIGNEE's Plugging and Abandonment Obligations do not include (a) any civil or criminal cash fines or cash penalties that may be levied against ASSIGNOR or ASSIGNEE by any court or regulatory authority for non-compliance with applicable laws, regulations or orders in connection with the ownership or operation of the Property before the Closing Date, or (b) Plugging and Abandonment Obligations to the extent arising from ASSIGNOR's willful misconduct, all of which shall remain the responsibility of ASSIGNOR.

- 1.7 Environmental Obligations. Subject to ASSIGNEE's rights under Section 8.4.2 of the Purchase and Sale Agreement, ASSIGNEE assumes full responsibility and liability for the following occurrences, events, conditions, and activities on or related to the Property (the "Environmental Obligations"), regardless of whether arising from the ownership or operation of the Property before, on or after the Effective Date, and regardless of whether



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resulting from any acts or omissions of ASSIGNOR (INCLUDING THOSE ARISING FROM ASSIGNOR'S SOLE, JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT, BUT EXCLUDING THOSE TO THE EXTENT ARISING FROM ASSIGNOR'S WILLFUL MISCONDUCT) or the condition of the Property when acquired:

- 1.7.1 Environmental pollution or contamination, including pollution or contamination of the soil, water bodies, groundwater or air by Hydrocarbons, drilling fluid or other chemicals, brine, produced water, NORM, or any other substance;
- 1.7.2 Underground injection activities and waste disposal on the Property;
- 1.7.3 Clean-up responses, and the cost of remediation, control, assessment or compliance with respect to surface, water bodies and subsurface pollution caused by or emanating from spills, pits, ponds, lagoons or subsurface storage tanks that are located on or included in the Property;
- 1.7.4 Non-compliance with applicable land use, surface disturbance, licensing or notification rules, regulations, demands or orders of appropriate state or federal regulatory agencies;
- 1.7.5 Disposal on the Property of any hazardous substances, wastes, materials and products generated by or used in connection with the ownership or operation of the Property before, on or after the Effective Date; and
- 1.7.6 Non-compliance with Environmental Laws.

ASSIGNEE's Environmental Obligations do not include the following, all of which shall remain the responsibility of ASSIGNOR:

- (a) Any civil or criminal cash fines or cash penalties that may be levied against ASSIGNOR or ASSIGNEE by any court or regulatory authority resulting from an administrative enforcement action filed within nine (9) months after the Effective Date for any such violation of any applicable laws, rules, regulations, or orders in connection with the ownership or operation of the Property before the Effective Date, except as otherwise expressly provided by Section 8.8 of, and Exhibit C (Pending Litigation And Claims Affecting The Property) to the Purchase and Sale Agreement;
- (b) Environmental Obligations to the extent arising from ASSIGNOR's willful misconduct; and
- (c) Disposal offsite from the Property before the Effective Date of any hazardous substances, wastes, NORM, materials and products generated by or used in connection with ASSIGNOR's ownership or operation of the Property before the Effective Date.



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- 1.8 **ASSIGNEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD ASSIGNOR HARMLESS** from and against any and all Claims as provided in the Purchase and Sale Agreement, including all claims caused by, resulting from or incidental to ASSIGNEE's Assumed Obligations, including without limitation, the Plugging and Abandonment Obligations and the Environmental Obligations.

ARTICLE 2.
SPECIAL WARRANTY OF TITLE AND DISCLAIMER OF WARRANTIES

- 2.1 Special Warranty of Title. ASSIGNOR does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular title to the Property, unto ASSIGNEE and ASSIGNEE'S successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under ASSIGNOR, but not otherwise, and subject to (i) any Permitted Encumbrances and (ii) the other matters and limitations set forth herein.
- 2.2 Title: Encumbrances. EXCEPT FOR THE SPECIAL WARRANTY OF TITLE INCLUDED IN THIS ASSIGNMENT, ASSIGNOR CONVEYS THE PROPERTY TO ASSIGNEE SUBJECT TO ALL ROYALTIES, AGREEMENTS WITH RESPECT TO ROYALTIES, OVERRIDING ROYALTIES, BURDENS, LIENS, ENCUMBRANCES, AND SURFACE RIGHTS, AND WITHOUT WARRANTY OF TITLE, EXPRESS, STATUTORY OR IMPLIED. IT IS UNDERSTOOD AND AGREED THAT ANY STATEMENT OF INTERESTS IN EXHIBIT A OF THE PURCHASE AND SALE AGREEMENT OR IN EXHIBIT A OF THIS ASSIGNMENT, OTHER THAN THE SPECIAL WARRANTY OF TITLE INCLUDED IN THIS ASSIGNMENT, IS NOT A WARRANTY OR REPRESENTATION BY ASSIGNOR REGARDING ASSIGNOR'S OWNERSHIP INTEREST IN THE PROPERTY.

EXCEPT FOR THE EXPRESS REPRESENTATIONS OF ASSIGNOR IN SECTION 3.2 OF THE PURCHASE AND SALE AGREEMENT, THE STATEMENTS OF ASSIGNOR IN THE CERTIFICATION OF ASSIGNOR TO BE DELIVERED AT CLOSING PURSUANT TO SECTION 6.3.13 OF THE PURCHASE AND SALE AGREEMENT AND THE SPECIAL WARRANTY OF TITLE INCLUDED IN THIS ASSIGNMENT: (A) SPECIFICALLY WITH RESPECT TO THE SURFACE LANDS, PERMITS AND EASEMENTS, ASSIGNOR EXPRESSLY DISCLAIMS, AND ASSIGNEE HEREBY WAIVES, ALL WARRANTIES AND REPRESENTATIONS THAT ASSIGNOR OWNS THE SURFACE LANDS, PERMITS AND EASEMENTS, THAT THEY ARE IN FORCE AND EFFECT, THAT THEY MAY BE ASSIGNED, THAT THEY ARE CONTIGUOUS, THAT THE EQUIPMENT LIES WITHIN THE SURFACE LANDS, PERMITS AND EASEMENTS, OR THAT THEY GRANT THE RIGHT TO LAY, MAINTAIN, REPAIR, REPLACE, OPERATE, CONSTRUCT, OR REMOVE THE EQUIPMENT; AND (B) ASSIGNOR EXPRESSLY DISCLAIMS, AND ASSIGNEE HEREBY WAIVES, ALL WARRANTIES AND REPRESENTATIONS THAT THERE ARE ANY PERMITS AND EASEMENTS IN FORCE AND EFFECT WITH RESPECT TO THE EQUIPMENT. IF NECESSARY, ASSIGNEE SHALL SECURE ITS OWN RIGHTS TO OPERATE AND MAINTAIN THE EQUIPMENT ON THE LANDS OF OTHERS AT ITS OWN EXPENSE.



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- 2.3 Condition and Fitness of the Property. EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT, THE STATEMENTS OF ASSIGNOR IN THE CERTIFICATION OF ASSIGNOR TO BE DELIVERED AT CLOSING PURSUANT TO SECTION 6.3.13 OF THE PURCHASE AND SALE AGREEMENT, AND THE SPECIAL WARRANTY OF TITLE INCLUDED IN THIS ASSIGNMENT, ASSIGNOR HEREBY CONVEYS THE PROPERTY TO ASSIGNEE WITHOUT ANY EXPRESS, STATUTORY OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING WARRANTIES RELATING TO (i) THE CONDITION OR MERCHANTABILITY OF THE PROPERTY (ii) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, OR (iii) FREEDOM FROM REDHIBITORY OR OTHER DEFECTS. ASSIGNEE HAS INSPECTED THE PROPERTY, OR HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT AND SUBJECT TO ASSIGNEE'S RIGHTS UNDER ARTICLE 5 OF THE PURCHASE AND SALE AGREEMENT, ACCEPTS THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT, AND THE STATEMENTS OF ASSIGNOR IN THE CERTIFICATION OF ASSIGNOR TO BE DELIVERED AT CLOSING PURSUANT TO SECTION 6.3.13 OF THE PURCHASE AND SALE AGREEMENT, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY AS TO (i) THE VALUE, QUALITY, QUANTITY, VOLUME OR DELIVERABILITY OF ANY OIL, GAS OR OTHER MINERALS OR RESERVES (IF ANY) IN, UNDER OR ATTRIBUTABLE TO THE PROPERTY (INCLUDING WITHOUT LIMITATION PRODUCTION RATES, DECLINE RATES AND RECOMPLETION OR DRILLING OPPORTUNITIES), (ii) GAS BALANCING OR PAYOUT ACCOUNT INFORMATION, ALLOWABLES, OR OTHER REGULATORY MATTERS, (iii) THE PHYSICAL, OPERATING, REGULATORY COMPLIANCE, SAFETY OR ENVIRONMENTAL CONDITION OF THE PROPERTY, (iv) PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR, OR (v) THE GEOLOGICAL OR ENGINEERING CONDITION OF THE PROPERTY OR ANY VALUE THEREOF.
- 2.4 NORM. ASSIGNEE ACKNOWLEDGES THAT IT HAS BEEN INFORMED THAT OIL AND GAS PRODUCING FORMATIONS CAN CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL. SCALE FORMATION OR SLUDGE DEPOSITS CAN CONCENTRATE LOW LEVELS OF NORM ON EQUIPMENT, MATERIALS AND OTHER PROPERTY. SOME OR ALL OF THE EQUIPMENT, MATERIALS AND OTHER PROPERTY SUBJECT TO THIS ASSIGNMENT MAY HAVE LEVELS OF NORM ABOVE BACKGROUND LEVELS. A HEALTH HAZARD MAY EXIST IN CONNECTION WITH THIS EQUIPMENT, MATERIALS AND OTHER PROPERTY BY REASON THEREOF. THEREFORE, ASSIGNEE MAY NEED TO FOLLOW SAFETY PROCEDURES WHEN HANDLING THIS EQUIPMENT, MATERIALS AND OTHER PROPERTY.
- 2.5 Subrogation of Warranties. To the extent transferable, ASSIGNOR gives and grants to ASSIGNEE, its successors and assigns, full power and right of substitution and subrogation in and to all covenants and warranties (including warranties of title) given or

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made with respect to the Property or any part thereof by preceding owners, vendors, or others, excluding, however, any ASSIGNOR or any Affiliate of any ASSIGNOR.

**ARTICLE 3.
OTHER PROVISIONS**

- 3.1 Further Assurances. ASSIGNOR and ASSIGNEE will do, execute, acknowledge and deliver all further acts, conveyances and instruments as may be reasonably necessary or appropriate to carry out the intent of this Assignment and to more fully and accurately assign and convey the Property to ASSIGNEE.
- 3.2 No Third Party Beneficiaries. Except as provided in Section 3.3, nothing in this Assignment shall provide any benefit to any third Person or entitle any third Person to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Assignment shall otherwise not be construed as a third party beneficiary contract.
- 3.3 Successors and Assigns. The provisions of this Assignment shall be covenants running with the land, and this Assignment shall extend to, be binding upon, and inure to the benefit of ASSIGNOR and ASSIGNEE, and their respective successors and assigns.
- 3.4 Assumption of Obligations. By its acceptance of this Assignment, ASSIGNEE shall comply with and does hereby assume and agree to perform ASSIGNEE's proportionate part of all express and implied obligations and covenants under the terms of the Leases and to which the Property is subject and shall bear its proportionate share of all existing burdens on the Leases, all to the extent attributable to periods on and after the Effective Date and as provided in the Purchase and Sale Agreement. In addition, ASSIGNEE hereby (i) accepts all of ASSIGNOR's right, title and interest in and to the Related Contracts and takes cognizance of all of the terms and provisions thereof, (ii) assumes and agrees to be bound by the terms thereof, INsofar AND ONLY INsofar AS they cover and apply to any or all of the Leases, Units, Wells, Equipment, Surface Lands, Permits and Easements, and Royalty Interests, (iii) agrees to assume ASSIGNOR's obligations and liabilities thereunder, to the extent attributable to periods on and after the Effective Date and as set forth in the Purchase and Sale Agreement, (iv) agrees that this Assignment is subject to the Related Contracts to the extent required by their terms or applicable law, and (v) expressly adopts, ratifies and confirms the Related Contracts.
- 3.5 Counterparts and Separate Assignments. This Assignment may be executed in multiple counterparts, each of which shall for all purposes constitute one and the same instrument; provided, that, to facilitate recordation, in any particular counterpart portions of the Exhibits and Schedules attached hereto which describe Property situated in states and counties other than the state and county in which such counterpart is to be recorded may have been omitted. Where separate assignments of Property and related documentation on official forms have been, or will be, executed for filing with and approval by state or federal agencies in accordance with requirements of governmental regulations to transfer the Property to ASSIGNEE, any such separate assignments and official documentation (a) shall evidence this Assignment and the assignment of the applicable Property herein

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made, and shall not constitute any additional Assignment or assignment of the Property, (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.

- 3.6 Alternate Dispute Resolution. It is agreed, as a severable and independent arbitration agreement separately enforceable from the remainder of this Assignment, that if the parties hereto are unable to amicably resolve any dispute or difference arising under or out of, in relation to or in any way connected with this Assignment (whether contractual, tortious, equitable, statutory or otherwise), such matter shall be finally and exclusively referred to and settled by mediation or arbitration in accordance with the alternate dispute resolution provisions set forth in the Purchase and Sale Agreement, the terms and provisions of which are incorporated by reference herein.
- 3.7 Attachments. The Exhibits attached to this Assignment (including any Preamble thereto) and the Schedules to which reference is herein made are incorporated herein by reference and made a part hereof for all purposes.
- 3.8 GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS-OF-LAW RULE OR PRINCIPLE THAT MIGHT APPLY THE LAW OF ANOTHER JURISDICTION.
- 3.9 Severability. If any provision of this Assignment is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to make it valid and enforceable and if it cannot be so modified, it shall be deemed deleted and the remainder of the Assignment shall continue and remain in full force and effect.
- 3.10 Subsequent Assignments. If ASSIGNEE sells, transfers or assigns all or a portion of the Property ASSIGNEE shall require its successors and assigns expressly to assume its obligations under this Assignment and the Purchase and Sale Agreement, to the extent related or applicable to the Property or portion thereof acquired by them.

[Remainder of this page is left blank, signatures follow.]



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The authorized representatives of ASSIGNOR and ASSIGNEE execute this Assignment on the dates set forth in their respective acknowledgements hereto, but this Assignment shall be effective for all purposes as of the Effective Date.

ASSIGNOR:

CONOCOPHILLIPS COMPANY

By: *Thomas J. Atkins* KR
Name: Thomas J. Atkins
Title: Attorney-in-Fact

ASSIGNEE:

THREE RIVERS ACQUISITION III
LLC

By: *Mike Wichterich* JND
Name: Mike Wichterich
Title: President

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ACKNOWLEDGMENTS

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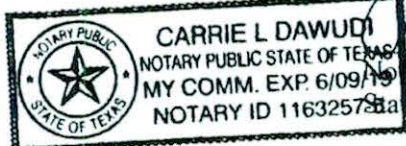
COUNTY OF HARRIS

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This instrument was acknowledged before me on April 1, 2016, by Thomas J. Atkins, as Attorney-in-Fact of ConocoPhillips Company, a Delaware corporation, on behalf of said corporation. In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

6/9/19



Carrie L. Dawudi
Notary Public in and for the
State of TEXAS

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STATE OF TEXAS

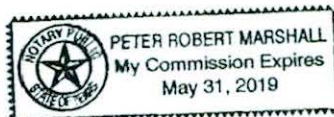
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COUNTY OF TRAVIS

This instrument was acknowledged before me on March 31, 2016, by Mike Wichterich, as President of Three Rivers Acquisition III LLC, a Delaware limited liability company, on behalf of said limited liability company. In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

5/31/2019



Peter Robert Marshall
Notary Public in and for the
State of TEXAS

Signature Page to Assignment



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EXHIBIT A

Attached To And Made A Part Of
Assignment and Bill of Sale
Effective April 1, 2016
Between ConocoPhillips Company and Three Rivers Acquisition III LLC

Exhibit A consists of the following Schedules:

Schedule 1 – Leases

Schedule 1A – Wells and Units

Schedule 2 – Off-Lease Facilities

Schedule 3 – Surface Lands, Permits and Easements

Schedule 4 – Royalty Interests

Schedule 5 – Related Contracts

Schedule 6 – Retained Communications Tower

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Exhibit A of Assignment



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Schedule 1 to EXHIBIT A

Attached To And Made A Part Of
Assignment and Bill of Sale
Effective April 1, 2016
Between ConocoPhillips Company and Three Rivers Acquisition III LLC

LEASES

[See Attached]

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Schedule 1 to Exhibit A of Assignment



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Schedule 1 to EXHIBIT A

LEASES

<u>MAVERICK LEASES</u>							
<u>COP LEASE #</u>	<u>LEASE DATE</u>	<u>LESSOR</u>	<u>ORIGINAL LESSEE</u>	<u>COUNTY</u>	<u>STATE</u>	<u>RECORDING</u>	<u>LEASED TRACTS INCLUDED</u>
340671-000	12/30/2010	TEXAS PYTHIAN HOMES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 864, P 394, REEVES	NE/4, Section 10, Blk 53, PSL
340672-001	12/28/2010	JANICE PICKENS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 1, CULBERSON V 869, P 01, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-002	2/24/2011	RICHARD FOSTER MAYS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 35, CULBERSON V 880, P 415, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-003	2/24/2011	JOHN LANE MAYS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 29, CULBERSON V 880, P 408, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-004	2/24/2011	JANE WILLIAMSON	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 23, CULBERSON V 880, P 401, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-005	2/24/2011	MARK J. MUELLER	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 17, CULBERSON V 880, P 394, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-006	2/24/2011	GEORGE & LEANNE POPKO	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 11, CULBERSON V 880, P 387, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-007	2/24/2011	ARLEN T. BOREN	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 105, P 5, CULBERSON V 880, P 380, REEVES	All of Sec. 28; All of Sec. 29 SAVE and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-008	11/4/2010	ANDRE DUCHATEAU	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 850, CULBERSON V 1020, P 36, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-009	2/7/2011	BHCH MINERAL, LTD., AND FREDERICKSBURG ROYALTY, LTD.	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 107, P 272, CULBERSON V 929, P 87, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-010	11/2/2010	JOHN BENTLEY MAYS	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 104, P 106, CULBERSON V 1020, P 56, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-011	10/27/2010	KMP RESOURCES	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 853, CULBERSON V 1020, P 40, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-012	10/27/2010	WHITE STAR ENERGY	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 859, CULBERSON V 1020, P 48, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-013	10/27/2010	PECOS BEND ROYALTIES	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 856, CULBERSON V 1020, P 44, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-014	10/14/2010	BILL N. CAMP, TRUSTEE AND CAMP OIL COMPANY	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 104, P 285, CULBERSON V 1020, P 67, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-015	10/14/2010	RODNEY CAMP	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 104, P 279, CULBERSON V 1020, P 60, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-016	10/14/2010	EVELYN BYRNESS CAMP	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 104, P 292, CULBERSON V 1020, P 75, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45



<u>MAVERICK LEASES</u>							
<u>COP LEASE #</u>	<u>LEASE DATE</u>	<u>LESSOR</u>	<u>ORIGINAL LESSEE</u>	<u>COUNTY</u>	<u>STATE</u>	<u>RECORDING</u>	<u>LEASED TRACTS INCLUDED</u>
340672-017	10/15/2010	HENDERSON MEMORIAL HOSPITAL	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 849, CULBERSON V 1020, P 34, REEVES	All of Sec. 28; S/2 and E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-018	1/18/2011	THE FROST NATIONAL BANK, TRUSTEE OF THE BARBARA L. CAMP TESTAMENTARY TRUST FBO BRITTANY F. CONTIE, ACCOUNT NO. FA075	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 104, P 549, CULBERSON V 872, P 678, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-019	8/1/2010	HELEN HOLT	BTA OIL PRODUCERS, LLC	CULBERSON & REEVES	TEXAS	V 103, P 862, CULBERSON V 1020, P 52, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-020	4/1/2013	ALPINE ROYALTIES LLC	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 109, P 501, CULBERSON V 1010, P 12, REEVES	All of Sec. 28; All of Sec. 29 LESS and EXCEPT the W/2 NW/4; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-021	3/21/2013	DEBORAH INMAN	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 109, P 450, CULBERSON V 1006, P 771, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-022	3/21/2013	BILLIE L. CARR	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 109, P 451, CULBERSON V 1006, P 769, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-023	7/6/2013	BARBARA J. KING	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 109, P 846, CULBERSON V 1030, P 734, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340672-024	6/18/2014	BELMONT SISTERS, LP AND PATRICIA PENROSE SCHEFFER TESTAMENTARY TRUST, BANK OF AMERICA, N.A., AGENT	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 114, P 689, CULBERSON V 1146, P 30, REEVES	All of Sec. 28; S/2, E3/4 N/2 Sec. 29; All of Sec. 33; All of Sec. 40; All of Sec. 41, Blk 45
340673-001	12/30/2010	KELLY & MARY MILES PIGG FAMILY TRUST	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 104, P 199, CULBERSON V 869, P 07, REEVES	All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45
340673-002	12/30/2010	WANDA BILLINGS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 104, P 202, CULBERSON V 869, P 03, REEVES	All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45
340674-001	12/27/2010	ANNE MARIE MCMILLIAN INDIVIDUALLY AND AS TRUSTEE OF THE MCMILLIAN TRUST	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 104, P 196, CULBERSON V 869, P 10, REEVES	All of Sec. 45, Blk 45
340675-000	12/29/2010	DR. PEPPER BOTTLING COMPANY OF DUBLIN, INC.	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 864, P 766, REEVES	W/2 Sec. 39, Blk 45
340676-001	12/14/2010	FERN SAWYER WARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 862, P 518, REEVES	S/2 of Sec. 11, Blk 53
340676-002	12/27/2010	PENNY MANCILLE WILLER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 862, P 538, REEVES	All of Sec. 11, Blk 53
340676-003	12/14/2010	SCHARBAUER ALSTON WARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 862, P 522, REEVES	S/2 of Sec. 11, Blk 53
340676-004	12/27/2010	CYNDI MANCILLE JOHNSON	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 863, P 479, REEVES	All of Sec. 11, Blk 53
340676-005	12/14/2010	CLARA IRENE ELKAN VUCETIC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 864, P 748, REEVES	All of Sec. 11, Blk 53



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340676-006	12/14/2010	PATSY RUTH ALSTON WARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 862, P 514, REEVES	S/2 of Sec. 11, Blk 53
366595-002	3/1/2016	ECHO MINERALS AC. LLC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53; N/2 of Sec. 11, Blk 53
366595-001	2/12/2016	SUE MITCHAM	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03751	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53; N/2 of Sec. 11, Blk 53
340676-007	12/27/2010	PATRICIA GOBLE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 863, P 491, REEVES	All of Sec. 11, Blk 53
340676-008	12/14/2010	JASON ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 861, P 689, REEVES	All of Sec. 11, Blk 53
340676-009	12/27/2010	BILL M. CLIFFORD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 863, P 487, REEVES	All of Sec. 11, Blk 53
340676-010	12/27/2010	BENNETT MCBRIDE, HEIR OF JUANITA MCBRIDE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 862, P 550, REEVES	All of Sec. 11, Blk 53
340676-011	3/9/2011	CRISTINE ANNA ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 873, P 313, REEVES	All of Sec. 11, Blk 53
340676-013	5/23/2013	ARTHUR JR MANCILLE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1017, P 703, REEVES	All of Sec. 11, Blk 53
340677-002	12/27/2010	PATRICIA GOBLE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 863, P 495, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-003	12/14/2010	JASON ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 864, P 390, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-004	12/27/2010	BILL M. CLIFFORD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 863, P 483, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-006	12/27/2010	BENNETT MCBRIDE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 862, P 546, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-007	12/27/2010	PENNY MANCILLE WILLER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 862, P 542, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-008	12/27/2010	CYNDI MANCILLE JOHNSON	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 863, P 475, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-010	3/9/2011	CRISTINE ANNA ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 873, P 309, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340677-012	12/14/2010	CLARA IRENE ELKAN VUCETIC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 873, P 317, REEVES	SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
340679-001	12/31/2010	REED-GEORGE LAND & MINERALS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 868, P 31, REEVES	All of Sec. 14, Blk 53
340679-002	12/31/10	CAROLYN CLARK OATMAN TRUST, WW OATMAN, WARREN MALCOLM CLARK TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 868, P 41, REEVES	All of Sec. 14, Blk 53
340680-001	12/23/2010	SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 868, P 690, REEVES	All of Sec. 1, Blk 53
340680-002	12/23/2010	PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 868, P 680, REEVES	All of Sec. 1, Blk 53
340680-003	3/16/2011	MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 495, REEVES	All of Sec. 1, Blk 53



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340680-004	3/16/2011	WILBUR L. SMITHER, III	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 896, P 707, REEVES	All of Sec. 1, Blk 53
340680-005	3/25/2011	CRIMSON PROPERTIES, LTD.	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 715, REEVES	All of Sec. 1, Blk 53
340680-006	4/1/2011	MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 385, REEVES	All of Sec. 1, Blk 53
340680-007	4/1/2011	WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 429, REEVES	All of Sec. 1, Blk 53
340680-008	4/1/2011	WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 462, REEVES	All of Sec. 1, Blk 53
340680-009	4/1/2011	MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 407, REEVES	All of Sec. 1, Blk 53
340680-010	4/1/2011	E.M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 879, P 250, REEVES	All of Sec. 1, Blk 53
340680-011	3/28/2011	SMITHER PARTNERS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 473, REEVES	All of Sec. 1, Blk 53
340680-012	3/28/2011	GERTRUDE J SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 627, REEVES	All of Sec. 1, Blk 53
340680-013	3/28/2011	FLORINE KLUSSMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 649, REEVES	All of Sec. 1, Blk 53
340680-014	3/28/2011	FRANCES R SNIPES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 738, REEVES	All of Sec. 1, Blk 53
340680-015	4/4/2011	KATHLEEN WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 583, REEVES	All of Sec. 1, Blk 53
340680-016	4/4/2011	EDITH WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 561, REEVES	All of Sec. 1, Blk 53
340680-017	4/4/2011	KATHLEEN C SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 539, REEVES	All of Sec. 1, Blk 53
340680-018	4/4/2011	JOHN THOMAS SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 605, REEVES	All of Sec. 1, Blk 53
340680-019	4/4/2011	CLYDE MICHAEL WILLIAMS III	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 671, REEVES	All of Sec. 1, Blk 53
340680-020	3/25/2011	SALLY H. DUNNING, TRUSTEE OF THE EVA S. HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 693, REEVES	All of Sec. 1, Blk 53
340683-001	12/23/2010	SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 869, P 274, REEVES	S 400.98 of Sec. 48, Blk 45
340683-002	12/23/2010	PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 868, P 700, REEVES	S 400.98 of Sec. 48, Blk 45
340683-003	3/16/2011	MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 506, REEVES	S 400.98 of Sec. 48, Blk 45
340683-004	3/16/2011	WILBUR L. SMITHER, III	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 896, P 696, REEVES	S 400.98 of Sec. 48, Blk 45
340683-005	3/25/2011	CRIMSON PROPERTIES, LTD.	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 726, REEVES	S 400.98 of Sec. 48, Blk 45
340683-006	4/1/2011	MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 396, REEVES	S 400.98 of Sec. 48, Blk 45

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340683-007	4/1/2011	WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 440, REEVES	S 400.98 of Sec. 48, Blk 45
340683-008	4/1/2011	WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 451, REEVES	S 400.98 of Sec. 48, Blk 45
340683-009	4/1/2011	MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 418, REEVES	S 400.98 of Sec. 48, Blk 45
340683-010	3/25/2011	E.M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 879, P 265, REEVES	S 400.98 of Sec. 48, Blk 45
340683-011	3/28/2011	SMITHER PARTNERS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 484, REEVES	S 400.98 of Sec. 48, Blk 45
340683-012	3/28/2011	GERTRUDE J SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 638, REEVES	S 400.98 of Sec. 48, Blk 45
340683-013	3/28/2011	FLORINE KLUSMANN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 660, REEVES	S 400.98 of Sec. 48, Blk 45
340683-014	3/28/2011	FRANCES R SNIPES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 749, REEVES	S 400.98 of Sec. 48, Blk 45
340683-015	4/4/2011	KATHLEEN WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 594, REEVES	S 400.98 of Sec. 48, Blk 45
340683-016	4/4/2011	EDITH WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 572, REEVES	S 400.98 of Sec. 48, Blk 45
340683-017	4/4/2011	KATHLEEN C SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 550, REEVES	S 400.98 of Sec. 48, Blk 45
340683-018	4/4/2011	JOHN THOMAS SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 616, REEVES	S 400.98 of Sec. 48, Blk 45
340683-019	4/4/2011	CLYDE MICHAEL WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 682, REEVES	S 400.98 of Sec. 48, Blk 45
340683-020	3/25/2011	SALLY H. DUNNING, TRUSTEE OF THE EVA S. HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 704, REEVES	S 400.98 of Sec. 48, Blk 45
342452-001	11/7/2013	KATHRYN WHITTINGTON BASHE FAMILY LIVING TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1041, P 278, REEVES	All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
342468-001	2/25/2014	LONGHORN ASSOCIATES	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 112, P 45, CULBERSON V 1069, P 523, REEVES	All of Sec. 28; E 44 of Sec. 29, Blk 45
342468-002	10/28/2014	LARRY T LONG	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 115, P 85, CULBERSON V 1146, P 540, REEVES	All of Sec. 28; E 44 of Sec. 29, Blk 45
342469-001	12/1/2010	JAMES ROBERT HILL, ET AL	ENERGEN RESOURCES CORPORATION	REEVES	TEXAS	V 863, P 335, REEVES	S 426.67 of Sec. 38, Blk 45
342483-000	6/13/2014	CMC/SC BECKHAM HOLDINGS, LP ET AL	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1091, P 315, REEVES	NE/4 Sec. 2, Blk 53
342484-000	6/13/2014	STATE OF TEXAS, CMC/SC BECKHAM HOLDINGS, LP ET AL	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1091, P 304, REEVES	SE Sec. 47, Blk 45
342504-001	10/1/2014	CHEVRON U.S.A. INC.	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 114, P 447, CULBERSON V 1137, P 245, REEVES	N/2, SW/4, W/2 SE/4 Sec. 5; All of Sec. 6, Blk 53



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342509-001	10/21/2011	T-76, LLC	PETROHAWK PROPERTIES, LP	CULBERSON & REEVES	TEXAS	V 107, P 97, CULBERSON V 910, P 197, REEVES	All of Sec. 28, Blk 45
342510-001	10/21/2011	DELA MINERALS, INC.	PETROHAWK PROPERTIES, LP	CULBERSON & REEVES	TEXAS	V 107, P 99, CULBERSON V 910, P 195, REEVES	All of Sec. 33; All of Sec. 40; S/2, NE/4/4 and E/2 NW/4 of Sec. 29; All of Sec. 41, Blk 45
342511-001	4/7/2011	THE MARY JANE ROBINSON LIVING TRUST	CHI ENERGY, INC.	CULBERSON	TEXAS	V 105, P 184, CULBERSON	All of Sec. 43; All of Sec. 44, Blk 45
342512-000	4/5/2011	JERRY E. PATTERSON, COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS	ANGELLE & DONOHUE OIL & GAS PROPERTIES, INC	CULBERSON	TEXAS	V 106, P 75, CULBERSON	W/2 NW/4 of Sec. 29, Blk 45
342521-001	11/18/2014	GARY NEIL COVINGTON, TRUSTEE OF THE COVINGTON TRUST	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 114, P 635, CULBERSON V 1134, P 315, REEVES	All of Sec. 28, Blk 45
342522-001	11/5/2014	FROST BANK, TRUSTEE FOR THE RUSSELL GARWOOD TRUST, CASSANDRA GARWOOD TRUST, AND THE SAMANTHA GARWOOD TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1137, P 248, REEVES	E 84 of Sec. 28, E 135 of Sec. 33, E 160 of Sec. 40, Blk 45
342820-001	3/23/2011	THE ALLAR COMPANY	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 111, P 713, CULBERSON	All of Sec. 43, Blk 45
342821-001	3/23/2011	THE ALLAR COMPANY	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 111, P 712, CULBERSON	S/2 of Sec. 44, Blk 45
342827-001	3/23/2011	THE ALLAR COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1062, P 147, REEVES	S/2, NW/4, W/2NE/4 Sec. 3, Blk 53
342828-002	3/11/2011	WANDA L BILLINGS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 106, P 488, CULBERSON V 879, P 583, REEVES	All of Sec. 4, Blk 53
342828-003	3/11/2011	HAROLD H. PIGG TRUSTEE OF THE KELLY PIGG AND MARY MILES FAMILY TRUST	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 106, P 484, CULBERSON V 879, P 586, REEVES	All of Sec. 4, Blk 53
342829-001	3/23/2011	THE ALLAR COMPANY	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 111, P 715, CULBERSON	N/2, SW/4, W/2SE Sec. 5, Blk 53
342830-001	3/23/2011	THE ALLAR COMPANY	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 111, P 716, CULBERSON	All of Sec. 6, Blk 53
342835-001	2/7/2011	EDWARD ARMSTRONG III ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 871, P 744, REEVES	All of Sec. 11; SE, NW/4 Sec. 2; SW/4 Sec. 2, Blk 53
342836-001	3/24/2011	PATRICIA GOBLE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 879, P 579, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-002	3/24/2011	FERN SAWYER WARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 879, P 593, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-003	3/24/2011	SCHARBAUER ALSTON WARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 879, P 589, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-004	3/23/2011	PATSY RUTH ALSTON WARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 879, P 597, REEVES	E/2NE/4 Sec. 3, Blk 53



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342836-006	3/24/2011	CLARA IRENE ELKAN VUCETIC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 142, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-007	3/24/2011	CYNDI MANCILLE JOHNSON	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 138, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-008	3/24/2011	PENNY MANCILLE WILLER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 877, P 158, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-009	3/24/2011	BENNETT MCBRIDE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 880, P 424, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-010	3/24/2011	BILL M. CLIFFORD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 880, P 428, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-011	3/23/2011	EDWARD ARMSTRONG III ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 880, P 432, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-012	6/16/2011	JASON ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 896, P 332, REEVES	E/2NE/4 Sec. 3, Blk 53
342836-013	8/15/2012	CRISTINE ANNA ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 967, P 604, REEVES	E/2NE/4 Sec. 3, Blk 53
342845-001	12/31/10	W.W.OATMAN, ET AL	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 106, P 651, CULBERSON V 884, P 715, REEVES	S/2, NW/4, W/2 NE/4 of Sec. 3; N/2, SW/4, W/2 SE/4 of Sec. 5; All of Section 6, Block 53
343788-001	8/4/2011	PATRICIA FIELDS LEE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 918, P 470, REEVES	All of Sec. 11; S/2, NW/4 Sec. 2; E/2 NE/4 Sec. 3, Blk 53
343788-002	6/5/2012	WELLS FARGO BANK NA AGENT FOR DESERT WATERFALL LLC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	B 956, P 497, REEVES	All of Sec. 11; S/2, NW/4 Sec. 2; E/2 NE/4 Sec. 3, Blk 53
343788-003	6/5/2012	WELLS FARGO BANK NA TRUSTEE OF THE ADRIANA ELKAN TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	B 956, P 499, REEVES	All of Sec. 11; S/2, NW/4 Sec. 2; E/2 NE/4 Sec. 3, Blk 53
343788-004	6/5/2012	WELLS FARGO BANK NA TRUSTEE OF THE ALSTON ELKAN TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	B 956, P 501, REEVES	All of Sec. 11; S/2, NW/4 Sec. 2; E/2 NE/4 Sec. 3, Blk 53
343788-005	5/10/2012	PRISCILLA F GILMORE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 973, P 283, REEVES	All of Sec. 11; NW/4, SW/4, SE Sec. 2; E/2 NE/4 Sec. 3, Blk 53
343788-006	8/15/2012	HAROLD AND NANCY ELKAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 973, P 30, REEVES	All of Sec. 11; S/2, NW/4 Sec. 2; E/2 NE/4 Sec. 3, Blk 53
343788-007	4/27/2012	JACK C. PROVINE, WILLIAM PROVINE & ROBERT PROVINE	PETROHAWK PROPERTIES, LP	REEVES	TEXAS	V 946, P 234, REEVES	All of Sec. 11; W/2, SE Sec. 2; E/2 NE/4 Sec. 3, Blk 53
343800-002	12/20/2011	CHARLOTTE WHALEY	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 107, P 399, CULBERSON V 921, P 253, REEVES	All of Sec. 42; All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
343800-003	5/15/2012	BETTY W. PETERSON	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 950, P 273, REEVES V 109, P 71, CULBERSON	All of Sec. 42; All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
343800-005	12/28/2011	WILLIAM WILTON WEEKS	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 107, P 556, CULBERSON V 936, P 105, REEVES	All of Sec. 42; All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
343800-009	10/2/2013	CARROLLTON MINERAL PARTNERS III, LP	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 110, P 867, CULBERSON V 1048, P 145	All of Sec. 42; All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
343800-010	9/15/2013	DALTEX MUNN ASSOCIATES	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 112, P 902, CULBERSON V 1087, P 723, REEVES	All of Sec. 42; All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
343801-001	12/20/2011	DIANA FLYNT & HUSBAND HRABOVSKY	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 107, P 393, CULBERSON V 921, P 247, REEVES	All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45; All of Sec. 4, Blk 53



<u>MAVERICK LEASES</u>							
<u>COP LEASE #</u>	<u>LEASE DATE</u>	<u>LESSOR</u>	<u>ORIGINAL LESSEE</u>	<u>COUNTY</u>	<u>STATE</u>	<u>RECORDING</u>	<u>LEASED TRACTS INCLUDED</u>
343801-002	12/15/2011	PATSY R. BALL	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 107, P 402, CULBERSON V 921, P 256, REEVES	All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
343801-008	12/25/2011	JOHN ROBERT AND WIFE FLYNT	CONOCOPHILLIPS COMPANY	CULBERSON & REEVES	TEXAS	V 929, P 382, REEVES V 108, P 458, CULBERSON	All of Sec. 43; All of Sec. 44; All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
343823-001	2/13/2012	MARY JANE ROBINSON LIVING TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 947, P 567, REEVES	All of Sec. 46, Blk 45; All of Sec. 4, Blk 53
343831-001	5/30/2012	KELLY AND MARY MILES PIGG FAMILY TRUST	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 108, P 101, CULBERSON	All of Sec. 42, Blk 45
343831-002	5/30/2012	JOHN ROBERT AND WIFE FLYNT	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 109, P 60, CULBERSON	All of Sec. 42, Blk 45
343831-003	5/30/2012	MARY JANE ROBINSON LIVING TRUST	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 108, P 102, CULBERSON	All of Sec. 42, Blk 45
343831-004	5/30/2012	DIANA FLYNT & HUSBAND ROBERT HRABOVSKY	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 109, P 64, CULBERSON	All of Sec. 42, Blk 45
343831-005	5/30/2012	PATSY R BALL	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 109, P 68, CULBERSON	All of Sec. 42, Blk 45
343831-006	5/30/2012	WANDA L BILLINGS	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 108, P 606, CULBERSON	All of Sec. 42, Blk 45
343831-019	3/23/2011	THE ALLAR COMPANY	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 111, P 719, CULBERSON	All of Sec. 42, Blk 45
343839-001	8/20/2012	THE ESTATE OF KELLY H. BAXTER	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 108, P 557, CULBERSON	All of Sec. 42; All of Sec. 43; S/2 of Sec. 44, Blk 45; E/2SE Sec. 5, Blk 53
366484-001	4/23/2015	SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 637, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-002	4/23/2015	PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 627, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-003	5/23/2015	CLYDE MICHAEL WILLIAMS, III TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1198, P 1, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-004	5/23/2015	JOHN THOMAS SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1198, P 21, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-005	5/23/2015	EDITH GIBBS WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1198, P 11, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-006	5/23/2015	CLYDE MICHAEL WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 717, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-007	5/23/2015	JOHN THOMAS SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 737, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-008	5/23/2015	KATHLEEN SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 747, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-009	5/23/2015	EDITH GIBBS WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 727, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-010	5/23/2015	MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 767, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-011	5/23/2015	MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 757, REEVES	W/2 and NE/4 of Sec. 47, Blk 45



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366484-012	5/23/2015	FRANCES SNIPES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 707, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-013	5/23/2015	CRIMSON PROPERTIES LTD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 657, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-014	5/16/2015	MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 667, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-015	5/23/2015	FLORINE KLUSSMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 697, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-016	5/23/2015	WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 777, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-017	5/23/2015	WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 787, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-018	5/23/2015	SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 687, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-019	5/23/2015	GERTRUDE J SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 677, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-020	5/23/2015	KATHLEEN SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 617, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-021	5/25/2015	EVA HAWLEY SMITHER FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 647, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-022	5/23/2015	E.M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1197, P 603, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366484-023	5/16/2015	WILBUR LAWRENCE SMITHER, III ESTATE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	V 1233, P 718, REEVES	W/2 and NE/4 of Sec. 47, Blk 45
366528-003	2/23/2016	CRIMSON PROPERTIES LTD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02719	All of Sec. 13, Blk 53
366528-004	2/23/2016	GERTRUDE J. SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02729	All of Sec. 13, Blk 53
366528-005	2/4/2016	EDITH GIBBS WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02731	All of Sec. 13, Blk 53
366528-006	2/23/2016	FLORINE KLUSSMANN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02725	All of Sec. 13, Blk 53
366528-007	2/4/2016	CLYDE MICHAEL WILLIAMS, III	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02733	All of Sec. 13, Blk 53
366528-008	2/4/2016	JOHN THOMAS SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02735	All of Sec. 13, Blk 53
366528-009	2/4/2016	KATHLEEN SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02737	All of Sec. 13, Blk 53
366528-010	2/4/2016	CLYDE MICHAEL WILLIAMS, III, TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	All of Sec. 13, Blk 53
366528-011	2/23/2016	SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02739	All of Sec. 13, Blk 53
366528-012	2/1/2016	WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02741	All of Sec. 13, Blk 53
366528-013	2/1/2016	MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02743	All of Sec. 13, Blk 53
366528-014	2/23/2016	PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02745	All of Sec. 13, Blk 53



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366528-015	2/1/2016	MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02747	All of Sec. 13, Blk 53
366528-016	2/4/2016	JOHN THOMAS SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	All of Sec. 13, Blk 53
366528-017	2/23/2016	MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02959	All of Sec. 13, Blk 53
366528-018	2/23/2016	SARAH HAWLEY DUNNING AND JOHN RICHARD HAWLEY, CO- TRUSTEES OF THE EVA SMITHER HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02961	All of Sec. 13, Blk 53
366528-021	2/23/2016	WILBUR LAWRENCE SMITHER, III ESTATE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03333	All of Sec. 13, Blk 53
366528-022	2/1/2016	WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03756	All of Sec. 13, Blk 53
366528-024	2/23/2016	E.M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	All of Sec. 13, Blk 53
366528-019	2/23/2016	SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03220	All of Sec. 13, Blk 53
366528-023	2/23/2016	FRANCES R SNIPES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03764	All of Sec. 13, Blk 53
366528-025	2/4/2016	EDITH GIBBS WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	All of Sec. 13, Blk 53
366528-020	2/4/2016	KATHLEEN SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	All of Sec. 13, Blk 53
366529-001	11/23/2015	SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 15-11532	E/2 W/2 of Sec. 12, Blk 53
366529-002	11/23/2015	PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 15-11531	E/2 W/2 of Sec. 12, Blk 53
366529-003	2/23/2016	CRIMSON PROPERTIES LTD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02721	E/2 W/2 of Sec. 12, Blk 53
366529-004	2/23/2016	GERTRUDE J. SMITHER	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02727	E/2 W/2 of Sec. 12, Blk 53
366529-005	2/23/2016	FLORINE KLUSMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02723	E/2 W/2 of Sec. 12, Blk 53
366529-006	2/23/2016	SARAH HAWLEY DUNNING AND JOHN RICHARD HAWLEY, CO- TRUSTEES OF THE EVA SMITHER HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02963	E/2 W/2 of Sec. 12, Blk 53
366529-007	3/1/2016	MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02965	E/2 W/2 of Sec. 12, Blk 53
366529-008	3/4/2016	EDITH GIBBS WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03226	E/2 W/2 of Sec. 12, Blk 53



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366529-009	3/4/2016	JOHN THOMAS SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03227	E/2 W/2 of Sec. 12, Blk 53
366529-010	2/23/2016	MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02967	E/2 W/2 of Sec. 12, Blk 53
366529-011	3/1/2016	MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-02969	E/2 W/2 of Sec. 12, Blk 53
366529-020	2/23/2016	WILBUR LAWRENCE SMITHER, III ESTATE	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03331	E/2 W/2 of Sec. 12, Blk 53
366529-021	3/1/2016	WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03758	E/2 W/2 of Sec. 12, Blk 53
366529-019	3/1/2016	WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03210	E/2 W/2 of Sec. 12, Blk 53
366529-023	3/1/2016	E.M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	Pending	E/2 W/2 of Sec. 12, Blk 53
366529-012	2/23/2016	SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03222	E/2 W/2 of Sec. 12, Blk 53
366529-022	2/23/2016	FRANCES R SNIPES	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03762	E/2 W/2 of Sec. 12, Blk 53
366529-016	3/4/2016	KATHLEEN SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03216	E/2 W/2 of Sec. 12, Blk 53
366529-018	3/4/2016	EDITH GIBBS WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03212	E/2 W/2 of Sec. 12, Blk 53
366529-014	3/4/2016	CLYDE MICHAEL WILLIAMS III TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03225	E/2 W/2 of Sec. 12, Blk 53
366529-013	3/4/2016	KATHLEEN SMITHER WILLIAMS TRUST	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03224	E/2 W/2 of Sec. 12, Blk 53
366529-017	3/4/2016	JOHN THOMAS SMITHER WILLIAMS	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03214	E/2 W/2 of Sec. 12, Blk 53
366529-015	3/4/2016	CLYDE MICHAEL WILLIAMS III	CONOCOPHILLIPS COMPANY	REEVES	TEXAS	REEVES FILE NO. 16-03218	E/2 W/2 of Sec. 12, Blk 53
WISE LEASES							
COP LEASE	LEASE DATE	LESSOR	ORIGINAL LESSEE	COUNTY	STATE	RECORDING	LEASED TRACTS INCLUDED
343878-000*	7/24/2013	STATE OF TEXAS, WISE ASSET NO. 11 LTD	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 109, P 807, CULBERSON	All of Sections 2, 10, 11, 12, 14, 24 Blk 111, PSL; NW/4 of Section 30, Blk 45, PSL
343879-001*	7/24/2013	WISE ASSET NO. 11 LTD	CONOCOPHILLIPS COMPANY	CULBERSON	TEXAS	V 109, P 805, CULBERSON	S/2 NW/4 and N/2 SW/4, Section 15, Blk 111, PSL; NW/4 of Section 31 and E/2 and SW/4 of Section 30, Blk 45, PSL
The above described leases shall include all amendments and ratifications therefore, whether or not recorded.							
* Subject to Farmee's earning rights under Farmout dated May 1, 2015 between ConocoPhillips Company and Carrizo (Permian) LLC							



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Schedule 1A to EXHIBIT A

Attached To And Made A Part Of
Assignment and Bill of Sale
Effective April 1, 2016
Between ConocoPhillips Company and Three Rivers Acquisition III LLC

WELLS AND UNITS

[See Attached]

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Schedule 1A to Exhibit A of Assignment



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Schedule 1A to EXHIBIT A
WELLS AND UNITS

MAVERICK WELL LIST

Well Name	API Number	Operator	COP Property
OATMAN WC 3 1H	42-389-33438	CONOCOPHILLIPS COMPANY	A718851 A718852
DALTEX MUNN 42-43 1H	42-109-32631	CONOCOPHILLIPS COMPANY	A750528 A750529
SMITHER STATE 13 2H	42-389-33816	CONOCOPHILLIPS COMPANY	A719345 A719346
SMITHER STATE 1 2H	42-389-33850	CONOCOPHILLIPS COMPANY	A719343 A719344
OATMAN UNIT 11-2 1H	42-389-34294	CONOCOPHILLIPS COMPANY	A750660 A750613
OATMAN STATE UNIT 11-14 1H	42-389-34296	CONOCOPHILLIPS COMPANY	A750659 A750612
PYTHIAN UNIT A 10-3 1H	42-389-34279	CONOCOPHILLIPS COMPANY	A750616 A750654
DALTEX MUNN UNIT 43-6 1H	42-109-32741	CONOCOPHILLIPS COMPANY	A751553 A751554
OATMAN UNIT 29 1H	42-109-32723	CONOCOPHILLIPS COMPANY	A751811 A751812
OATMAN UNIT 33-28 1H	42-109-32740	CONOCOPHILLIPS COMPANY	A751205 A751206
OATMAN UNIT 33-40 1H	42-109-32743	CONOCOPHILLIPS COMPANY	A751203 A751204
DALTEX MUNN UNIT 44-5 1H	42-109-32715	CONOCOPHILLIPS COMPANY	A751555 A751556



WISE WELL LIST

Well Name	API Number	Operator	COP Property
MUSTANG STATE UNIT 1H	42-109-32859	CARRIZO (PERMIAN) LLC	A752531
AVENGER STATE UNIT 1H	42-109-32863	CARRIZO (PERMIAN) LLC	A752529
FORTRESS STATE UNIT 1H	42-109-32868	CARRIZO (PERMIAN) LLC	A752533

UNIT LIST

Unit Name	COP Contract Number	Unit Designation Recording
DALTEX MUNN 42-43	212315	Volume 112, Page 602 Culberson County, Texas
DALTEX MUNN UNIT 43-6	213120	Volume 115, Page 116 Culberson County, Texas
DALTEX MUNN UNIT 44-5	213119	Volume 115, Page 108 Culberson County, Texas
OATMAN 3	211978	Volume 1056, Page 681 Reeves County, Texas
OATMAN STATE UNIT 11-14	212364	Volume 1103, Page 161 Reeves County, Texas
OATMAN UNIT 11-2	212363	Volume 1103, Page 50 Reeves County, Texas
OATMAN UNIT 29	213140	File Stamp 71378 Culberson County, Texas
OATMAN UNIT 33-28	213149	Volume 115, Page 393 Culberson County, Texas Volume 1150, Page 42 Reeves County, Texas
OATMAN UNIT 33-40	213162	Volume 115, Page 773 Culberson County, Texas Volume 1155, Page 256 Reeves County, Texas



UNIT LIST

Unit Name	COP Contract Number	Unit Designation Recording
PYTHIAN UNIT A 10-3	212362	Volume 1103, Page 169 Reeves County, Texas
SMITHER STATE 1	212316	Volume 1081, Page 317 Reeves County, Texas
SMITHER STATE 13	211977	Volume 1056, Page 691 Reeves County, Texas

The above described unit designations shall include all amendments and ratifications therefore, whether or not recorded.



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Schedule 2 to EXHIBIT A

Attached To And Made A Part Of
Assignment and Bill of Sale
Effective April 1, 2016
Between ConocoPhillips Company and Three Rivers Acquisition III LLC

OFF-LEASE FACILITIES

[See Attached]

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Schedule 2 to Exhibit A of Assignment



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Schedule 2 to EXHIBIT A
OFF LEASE FACILITIES

Facilities

Pythian 10 Facility and related access road defined in and located on the lands covered by the following:

<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Effective Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW155225000	Site Lease & Road Easement	Texas Pythian Home, Inc.	ConocoPhillips Company	10/15/2014	Volume 1119	Page 67	Texas	Reeves

Slug Catcher and all related equipment and above ground appurtenances located on the lands covered by the following:

<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Effective Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW155315000	Site Lease (200' x 200' Slug Catcher Site)	Boileau Etienne et ux	ConocoPhillips Company	1/26/2015	Volume 1	Page 462	Texas	Culberson
RW107862000	Site Lease (200' x 200' Slug Catcher Site)	Joseph-Bernard Forgue	ConocoPhillips Company	2/11/2014	Volume 1078	Page 35	Texas	Reeves

Pipelines

Maverick East Pipeline constructed pursuant to and located on the lands covered by the following:

<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Effective Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW155109000	Right-of-Way Contract	Tony Masarweh	ConocoPhillips Company	2/15/2012	Volume 937	Page 108	Texas	Reeves
RW155224000	Right-of-Way Contract	Texas Pythian Home, Inc.	ConocoPhillips Company	10/15/2014	Volume 1119	Page 61	Texas	Reeves
RW155194000	Right-of-Way Easement	Blake Oil & Gas Corporation	ConocoPhillips Company	9/1/2014	Volume 1119	Page 54	Texas	Reeves



<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Effective Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW155112000	Pipeline Easement Agreement	Texas Pythian Home, Inc.	ConocoPhillips Company	4/1/2012	Volume 937	Page 20	Texas	Reeves
RW155112000	Amendment of Pipeline Easement Agreement	Texas Pythian Home, Inc.	ConocoPhillips Company	7/1/2012	Volume 957	Page 490	Texas	Reeves
RW155110000	Pipeline Right-of-Way Easement	Blake Oil & Gas Corporation	ConocoPhillips Company	3/1/2012	Volume 937	Page 27	Texas	Reeves
RW155113000	Right-of-Way Contract	J. R. Meeker Trust, et al	ConocoPhillips Company	3/15/2012	Volume 941	Page 416	Texas	Reeves
RW155117000	Right-of-Way Contract	Jay Hendricks et al	ConocoPhillips Company	2/15/2012	Volume 937	Page 114	Texas	Reeves
RW155118000	Right-of-Way Contract	Loven Litchmore et al	ConocoPhillips Company	2/15/2012	Volume 937	Page 120	Texas	Reeves
RW155119000	Right-of-Way Contract	Donald M Brown et al	ConocoPhillips Company	5/1/2012	Volume 944	Page 9	Texas	Reeves
RW155120000	Right-of-Way Contract	Alina R Cabral et al	ConocoPhillips Company	5/1/2012	Volume 941	Page 394	Texas	Reeves
RW155122000	Right-of-Way Contract	Chun Youn	ConocoPhillips Company	2/15/2012	Volume 941	Page 462	Texas	Reeves
RW155125000	Right-of-Way Contract	David Williams	ConocoPhillips Company	3/15/2012	Volume 941	Page 456	Texas	Reeves
RW155127000	Right-of-Way Contract	Donald R Carroll Jr	ConocoPhillips Company	3/5/2012	Volume 941	Page 444	Texas	Reeves
RW155131000	Right-of-Way Contract	Llwellyn A Aubertin	ConocoPhillips Company	3/15/2012	Volume 941	Page 450	Texas	Reeves
RW155132000	Right-of-Way Contract (Instru # 12-03836)	Adelle Haley et al	ConocoPhillips Company	5/15/2012	Instrument # 12-03836	Instrument # 12-03836	Texas	Reeves
RW155134000	Right-of-Way Contract	Lance Allen	ConocoPhillips Company	5/1/2012	Volume 941	Page 432	Texas	Reeves
RW155135000	Right-of-Way Contract	Jacques Julmis et ux	ConocoPhillips Company	5/15/2012	Volume 957	Page 319	Texas	Reeves



<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Effective Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW155158000	Right-of-Way Contract	Chun Youn	ConocoPhillips Company	2/15/2012	Volume 937	Page 126	Texas	Reeves
RW155159000	Right-of-Way Contract	Clifford Labady	ConocoPhillips Company	2/15/2012	Volume 937	Page 132	Texas	Reeves
RW155160000	Right-of-Way Contract	Joseph-Benard Forgue	ConocoPhillips Company	2/15/2012	Volume 941	Page 438	Texas	Reeves
RW155161000	Right-of-Way Contract	Joseph-Benard Forgue	ConocoPhillips Company	2/15/2012	Volume 937	Page 144	Texas	Reeves
RW155162000	Right-of-Way Contract	Jean Lucner Garcon	ConocoPhillips Company	2/15/2012	Volume 937	Page 138	Texas	Reeves
RW155167000	Miscellaneous Easement (Pipelines)	State of Texas	ConocoPhillips Company	4/1/2012	Volume 941	Page 378	Texas	Reeves
RW155168000	Right-of-Way Contract	J. R. Meeker Trust, et al	ConocoPhillips Company	3/15/2012	Volume 941	Page 424	Texas	Reeves
RW155169000	Right-of-Way Contract	J. R. Meeker Trust, et al	ConocoPhillips Company	3/15/2012	Volume 941	Page 408	Texas	Reeves
RW155170000	Right-of-Way Contract	J. R. Meeker Trust, et al	ConocoPhillips Company	3/15/2012	Volume 941	Page 400	Texas	Reeves
RW155284000	Right-of-Way Contract	Tony Masarweh	ConocoPhillips Company	2/24/2015	Volume 201	Page 789	Texas	Culberson
RW155318000	Right-of-Way Contract	Boileau Etienne et ux	ConocoPhillips Company	1/26/2015	Volume 1	Page 469	Texas	Culberson
RW154825000	TXDOT Road Bore Permit	Texas Department of Transportation	ConocoPhillips Company	6/21/2014	Not Recorded	Not Recorded	Texas	Reeves
RW155286000	Right-of-Way Contract	David Warren Evans II et ux	ConocoPhillips Company	2/27/2015	Volume 1157	Page 763	Texas	Reeves

Processing, Treating and Handling Facilities

None



Schedule 5 to EXHIBIT A
RELATED CONTRACTS

<u>Contract Number</u>	<u>Effective Date</u>	<u>Agreement Type</u>	<u>Parties</u>		<u>Recording</u>	<u>County, State</u>
212364	6/1/2014	Designation of Pooled Unit Oatman State Unit 11-14	ConocoPhillips Company	Public	Volume 1103, Page 161 Reeves	Reeves, TX
213140	11/1/2014	Designation of Pooled Unit Oatman Unit 29	ConocoPhillips Company	Public	Volume 115, Page 131 Culberson	Culberson, TX
213149	12/1/2014	Designation of Pooled Unit Oatman Unit 33-28	ConocoPhillips Company	Public	Volume 115, Page 393 Culberson Volume 1150, Page 42,	Culberson and Reeves, TX
212363	8/1/2014	Designation of Pooled Unit Oatman Unit 11-2	ConocoPhillips Company	Public	Volume 1103, Page 50 Reeves	Reeves, TX
212315	3/1/2014	Designation of Pooled Unit Daltex Munn 42-43 Unit	ConocoPhillips Company	Public	Volume 112, Page 602 Culberson	Culberson, TX
213120	11/14/2014	Designation of Pooled Unit Daltex Munn 43-6 Unit	ConocoPhillips Company	Public	Volume 115, Page 116 Culberson	Culberson, TX
213119	12/1/2014	Designation of Pooled Unit Daltex Munn 44-5	ConocoPhillips Company	Public	Volume 115, Page 108 Culberson	Culberson, TX
212362	6/1/2014	Designation of Pooled Unit Pythian Unit A 10-3	ConocoPhillips Company	Public	Volume 1103, Page 169 Reeves	Reeves, TX
212316	4/1/2014	Designation of Pooled Unit Smither State 1	ConocoPhillips Company	Public	Volume 1081, Page 317 Reeves	Reeves, TX
211978	5/1/2013	Designation of Retained Tract Oatman 3 #1H	ConocoPhillips Company	Public	Volume 1056, Page 681 Reeves	Reeves, TX
211977	1/1/2014	Designation of Retained Tract Smither State 13 #2H	ConocoPhillips Company	Public	Volume 1056, Page 691 Reeves	Reeves, TX



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<u>Contract Number</u>	<u>Effective Date</u>	<u>Agreement Type</u>	<u>Parties</u>		<u>Recording</u>	<u>County, State</u>
213162	12/1/2014	Designation of Pooled Unit Oatman Unit 33-40	ConocoPhillips Company	Public	Volume 115, Page 773, Culberson	Culberson and Reeves, TX
213225	5/1/2015	Farmout Agreement	ConocoPhillips Company	Carrizo (Permian) LLC	Not Recorded	Culberson, TX
N/A	6/1/2015	Orderly Development Pooled Unit Agreement	State of Texas General Land Office	Carrizo (Permian) LLC	Not Recorded	Culberson, TX
33606	5/1/2015	Operating Agreement Mustang State Unit	Carrizo (Permian) LLC	ConocoPhillips Company	Memorandum Recorded at Doc # 00000001126	Culberson, TX
33647	5/1/2015	Operating Agreement Avenger State Unit	Carrizo (Permian) LLC	ConocoPhillips Company	Memorandum Recorded at Doc # 00000001125	
33568	10/1/2015	Designation of Pooled Unit Avenger State Unit	Carrizo (Permian) LLC and ConocoPhillips Company	Public	Doc # 00000000782	Culberson, TX
33508	9/1/2015	Designation of Pooled Unit Mustang State Unit	Carrizo (Permian) LLC and ConocoPhillips Company	Public	Doc # 00000000643	Culberson, TX
33508	9/1/2015	Partial Ratification of Designation of Pooled Unit	Wise Asset No 11 Ltd	Carrizo (Permian) LLC	Not Recorded	Culberson, TX
33616	11/1/2015	Designation of Pooled Unit Fortress State Unit	Carrizo (Permian) LLC and ConocoPhillips Company	Public	Volume 7, Page 790 Culberson	Culberson, TX
100694	3/1/2014	Gas Gathering & Processing Agreement	Regency Field Services LLC	ConocoPhillips Company	Not Recorded	N/A



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<u>Contract Number</u>	<u>Effective Date</u>	<u>Agreement Type</u>	<u>Parties</u>		<u>Recording</u>	<u>County, State</u>
212357	8/11/2014	Letter agreement	ConocoPhillips Company Louisiana Land & Exploration Company	Energen Resources Corporation	Not Recorded	Loving and Reeves, TX
212401	10/1/2014	Operating Agreement Daltex Munn 44-5 Unit	ConocoPhillips Company	Carrizo (Permian) LLC AND McDonnold Petroleum, LLC	Memorandum Recorded at Volume 200, Page 174 Culberson	Culberson , TX
212400	2/1/2014	Operating Agreement Daltex Munn 42-43 Unit	ConocoPhillips Company	Carrizo (Permian) LLC AND McDonnold Petroleum, LLC	Memorandum Recorded at Volume 200, Page 177 Culberson	Culberson , TX
212398	10/1/2014	Operating Agreement Daltex Munn 43-6 Unit	ConocoPhillips Company	Carrizo (Permian) LLC AND McDonnold Petroleum, LLC	Memorandum Recorded at Volume 200, Page 171 Culberson	Culberson , TX
212365	5/6/2014	Pooling Agreement Oatman State 11-14 1H	State of Texas General Land Office	ConocoPhillips Company	Volume 1107, Page 418 Reeves	Reeves, TX
211391	8/20/2013	Pooling Agreement Smither State 1 2H Unit	State of Texas General Land Office	ConocoPhillips Company	Volume 1234, Page 240, Reeves	Reeves, TX
213118	12/9/2014	Pooling Agreement Smither State 47-38 1H Unit	State of Texas General Land Office	ConocoPhillips Company	Volume 1157, Page 83 Reeves	Reeves, TX



<u>Contract Number</u>	<u>Effective Date</u>	<u>Agreement Type</u>	<u>Parties</u>		<u>Recording</u>	<u>County, State</u>
211315	7/24/2013	Salt Water Disposal Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	Not Recorded	Culberson, TX
211317	7/24/2013	Surface Use and Damages Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	Not Recorded	Culberson, TX
211314	7/24/2013	Water Supply Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	Not Recorded	Culberson, TX
212369	9/15/2013	Water Well Letter Agreement	ConocoPhillips Company	Daltex Munn Associates	Not Recorded	Culberson and Reeves, TX
212369	8/18/2014	Amendment No. 1 to Water Well Agreement dated May 6, 2014	ConocoPhillips Company	Daltex Munn Associates	Not Recorded	Culberson and Reeves, TX
213225	1/20/2016	Letter Agreement	ConocoPhillips Company	Carrizo (Permian) LLC	Not Recorded	Culberson, TX
212393	9/18/2014	Letter Agreement	ConocoPhillips Company	McDonnold Petroleum, LLC	Not Recorded	Culberson and Reeves, TX
RW155317000	10/28/2015	Access Road Cost Sharing Agreement	ConocoPhillips Company	Carrizo (Permian) LLC	Not Recorded	Reeves, TX
RW154825000	6/21/2014	Notice of and Approval for Pipeline Boring Under Hwy ROW	Texas Department of Transportation	ConocoPhillips Company	Not Recorded	Reeves, TX
N/A	1/28/2015	Roadway Agreement	Clovis Dean Ball	ConocoPhillips Company	Not Recorded	Reeves, TX

The above described agreements shall include all recorded amendments and ratifications thereof.

* Non-exclusive contracts



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Schedule 3 to EXHIBIT A

Attached To And Made A Part Of
Assignment and Bill of Sale
Effective April 1, 2016
Between ConocoPhillips Company and Three Rivers Acquisition III LLC

SURFACE LANDS, PERMITS AND EASEMENTS

[See Attached]

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Schedule 3 to Exhibit A of Assignment



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Schedule 3 to EXHIBIT A
SURFACE LANDS, PERMITS AND EASEMENTS

<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW104838000	Roadway Agreement	The Estate of W W Oatman et al	ConocoPhillips Company	11/9/2012	995	350	Texas	Reeves
RW104948000	Roadway Agreement	WW Oatman et al	ConocoPhillips Company	6/15/2011	0991	0421	Texas	Reeves
RW105875000	Right-of-Way Contract	Texas Pythian Home Inc	ConocoPhillips Company	2/7/2013	1007	453	Texas	Reeves
RW107862000	Site Lease (200' x 200' Slug Catcher Site)	Joseph-Bernard Forgue	ConocoPhillips Company	2/11/2014	1078	35	Texas	Reeves
RW154822000	Pipeline Easement Agreement	Pleasant Street Limited et al	ConocoPhillips Company	5/7/2014	1108	0334	Texas	Reeves
RW154823000	Pipeline Easement Agreement	Pleasant Street Limited et al	ConocoPhillips Company	5/7/2014	1108	0382	Texas	Reeves
RW154880000	Roadway Agreement	Wayland W Oatman Estate et al	ConocoPhillips Company	8/18/2014	1134	0305	Texas	Reeves
RW155105000	Right-of-Way Contract	Wanda L Billings	ConocoPhillips Company	3/1/2012	0937	0065	Texas	Reeves
RW155106000	Right-of-Way Contract	Patsy Ball	ConocoPhillips Company	3/1/2012	0937	0047	Texas	Reeves
RW155107000	Right-of-Way Contract	Charlotte T Whaley	ConocoPhillips Company	3/1/2012	0937	0053	Texas	Reeves
RW155108000	Pipeline Easement Agreement	Kelly and Mary Miles Pigg Family Trust	ConocoPhillips Company	3/1/2012	0937	0071	Texas	Reeves
RW155109000	Right-of-Way Contract	Tony Masarweh	ConocoPhillips Company	2/15/2012	0397	108	Texas	Reeves



<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW155110000	Pipeline Right-of-Way and Easement	Blake Oil and Gas Corporation	ConocoPhillips Company	3/1/2012	0937	0027	Texas	Reeves
RW155111000	Right-of-Way Contract	W W Oatman et al	ConocoPhillips Company	3/1/2012	0937	0034	Texas	Reeves
RW155112000	Pipeline Easement Agreement	Texas Pythian Home Inc	ConocoPhillips Company	4/1/2012	0937	0020	Texas	Reeves
RW155112000	Amendment of Pipeline Easement Agreement	Texas Pythian Home Inc	ConocoPhillips Company	7/1/2012	957	490	Texas	Reeves
RW155113000	Right-of-Way Contract	J R Meeker Trust et al	ConocoPhillips Company	3/15/2012	0941	0416	Texas	Reeves
RW155114000	Easement One Oil/Gas Pipe Line	Daltex Munn Associates	ConocoPhillips Company	3/12/2012	0937	0101	Texas	Reeves
RW155115000	Right-of-Way Contract	Jon Robert Flynt et al	ConocoPhillips Company	3/1/2012	0937	0059	Texas	Reeves
RW155116000	Right-of-Way Contract	William W Weeks	ConocoPhillips Company	3/15/2012	0937	0041	Texas	Reeves
RW155117000	Right-of-Way Contract	Jay Hendricks et al	ConocoPhillips Company	2/15/2012	0937	114	Texas	Reeves
RW155118000	Right-of-Way Contract	Loven Litchmore et al	ConocoPhillips Company	2/15/2012	0937	120	Texas	Reeves
RW155119000	Right-of-Way Contract	Donald M Brown et al	ConocoPhillips Company	5/1/2012	944	9	Texas	Reeves
RW155120000	Right-of-Way Contract	Alina R Cabral et al	ConocoPhillips Company	5/1/2012	941	394	Texas	Reeves
RW155122000	Right-of-Way Contract	Chun Youn	ConocoPhillips Company	2/15/2012	941	462	Texas	Reeves
RW155125000	Right-of-Way Contract	David Williams	ConocoPhillips Company	3/15/2012	941	456	Texas	Reeves
RW155127000	Right-of-Way Contract	Donald R Carroll Jr.	ConocoPhillips Company	3/5/2012	941	444	Texas	Reeves



<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW155131000	Right-of-Way Contract	Llwellyn A Aubertin	ConocoPhillips Company	3/15/2012	941	450	Texas	Reeves
RW155132000	Right-of-Way Contract	Adelle Haley et al	ConocoPhillips Company	5/15/2012	941	701	Texas	Reeves
RW155134000	Right-of-Way Contract	Lance Allen	ConocoPhillips Company	5/1/2012	941	432	Texas	Reeves
RW155135000	Right-of-Way Contract	Jacques Julmis et ux	ConocoPhillips Company	5/15/2012	957	319	Texas	Reeves
RW155158000	Right-of-Way Contract	Chun Youn	ConocoPhillips Company	2/15/2012	937	126	Texas	Reeves
RW155159000	Right-of-Way Contract	Clifford Labady	ConocoPhillips Company	2/15/2012	937	132	Texas	Reeves
RW155160000	Right-of-Way Contract	Joseph-Benard Forgue	ConocoPhillips Company	2/15/2012	941	438	Texas	Reeves
RW155161000	Right-of-Way Contract	Joseph-Benard Forgue	ConocoPhillips Company	2/15/2012	937	144	Texas	Reeves
RW155162000	Right-of-Way Contract	Jean Lucner Garcon	ConocoPhillips Company	2/15/2012	937	138	Texas	Reeves
RW155163000	Right-of-Way Contract	Robert W Hrabovsky et al	ConocoPhillips Company	3/1/2012	0937	0077	Texas	Reeves
RW155164000	Right-of-Way Contract	Bashe Family Trust	ConocoPhillips Company	3/1/2012	0937	0083	Texas	Reeves
RW155165000	Right-of-Way Contract	Betty W Peterson	ConocoPhillips Company	3/1/2012	0937	0089	Texas	Reeves
RW155166000	Right-of-Way Contract	Mary Jane Cole Robinson	ConocoPhillips Company	3/1/2012	0937	0095	Texas	Reeves
RW155167000	Miscellaneous Easement (Pipelines) ME20120112	State of Texas	ConocoPhillips Company	4/1/2012	0941	0378	Texas	Reeves
RW155168000	Right-of-Way Contract	J R Meeker Trust et al	ConocoPhillips Company	3/15/2012	0941	0424	Texas	Reeves



<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
RW155169000	Right-of-Way Contract	J R Meeker Trust et al	ConocoPhillips Company	3/15/2012	0941	0408	Texas	Reeves
RW155170000	Right-of-Way Contract	J R Meeker Trust et al	ConocoPhillips Company	3/15/2012	0941	0400	Texas	Reeves
RW155194000	Pipeline Right-of-Way Easement	Blake Oil & Gas Corporation	ConocoPhillips Company	9/1/2014	1119	0054	Texas	Reeves
RW155223000	Roadway Agreement	Wayland W Oatman Estate et al	ConocoPhillips Company	7/18/2014	1108	0434	Texas	Reeves
RW155224000	Right-of-Way Contract	Texas Pythian Home Inc	ConocoPhillips Company	10/15/2014	1119	0061	Texas	Reeves
RW155225000	Site Lease & Road Easement Grant	Texas Pythian Home Inc	ConocoPhillips Company	10/15/2014	1119	0067	Texas	Reeves
RW155286000	Right-of-Way Contract	David Warren Evans II et ux	ConocoPhillips Company	2/27/2015	1157	763	Texas	Reeves
RW155317000	Access Road Cost Sharing Agreement	Carrizo (Permian) LLC	ConocoPhillips Company	10/28/2015	Not Recorded	Not Recorded	Texas	Reeves
RW154825000	Notice of and Approval for Pipeline Boring Under Hwy ROW	Texas Department of Transportation	ConocoPhillips Company	6/21/2014	Not Recorded	Not Recorded	Texas	Reeves
RW155284000	Right-of-Way Contract	Tony Masarweh	ConocoPhillips Company	2/24/2015	201	789	Texas	Culberson
RW155315000	Site Lease (200' x 200' Slug Catcher Site)	Boileau Etienne et ux	ConocoPhillips Company	1/26/2015	1	462	Texas	Culberson
RW155318000	Right-of-Way Contract	Boileau Etienne et ux	ConocoPhillips Company	1/26/2015	1	469	Texas	Culberson



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<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
N/A	Roadway Agreement	Daltex Munn Associates	ConocoPhillips Company	1/15/2015	Not Recorded	Not Recorded	Texas	Reeves
		BHP Billiton Petroleum Properties		10/5/2015	1210	97	Texas	Reeves
		Cosmo Investments		8/19/2015	1203	390	Texas	Reeves
		Kathryn Whittington		1/29/2015	1203	400	Texas	Reeves
		Charlotte T Whaley		1/23/2015	1203	406	Texas	Reeves
		James Bryan Billings		1/26/2015	1203	412	Texas	Reeves
		John Alan Billings		6/30/2015	1203	418	Texas	Reeves
		Mark Edward Waugh		1/26/2015	1203	424	Texas	Reeves
		Kenneth Glen Waugh		2/6/2015	1203	430	Texas	Reeves
		Betty W Peterson		2/3/2015	1203	436	Texas	Reeves
		Mary Jane Robinson		1/28/2015	1203	442	Texas	Reeves
		Clovis Dean Ball		1/28/2015	Not Recorded	Not Recorded	Texas	Reeves



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<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
N/A	Pipeline Right-of-Way Easement	Cosmo Investments	ConocoPhillips Company	7/8/2014	6	629-632	Texas	Reeves & Culberson
		Mark Edward Waugh		5/30/2014	6	638-642	Texas	Culberson
		Kenneth Glen Waugh		10/14/2014	6	633-637	Texas	Culberson
		Harold H Pigg		5/16/2014	6	643-647	Texas	Culberson
		Charlotte T Whaley		8/9/2014	6	653-657	Texas	Culberson
		Mary Jane Robinson		6/30/2014	5	789	Texas	Culberson
		Betty W Peterson		5/5/2014	6	648-652	Texas	Culberson
		Clovis Dean Ball		6/30/2014	5	801	Texas	Culberson
		John Alan Billings		6/30/2014	5	660	Texas	Culberson
		James Bryan Billings		6/30/2014	5	793	Texas	Culberson
		Estate of W.W. Weeks		8/17/2015	5	509	Texas	Culberson



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<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
N/A	Pipeline Right-of-Way Easement	Mark Edward Waugh	ConocoPhillips Company	5/30/2014	1208	183	Texas	Reeves
		Kenneth Glen Waugh		10/14/2014	1208	207	Texas	Reeves
		Harold H Pigg		8/18/2014	1208	195	Texas	Culberson
		Charlotte T Whaley		8/9/2014	1208	189	Texas	Reeves
		Mary Jane Robinson		6/30/2014	1203	329	Texas	Reeves
		Betty W Peterson		5/30/2014	1208	201	Texas	Reeves
		Clovis Dean Ball		6/30/2014	1203	324	Texas	Reeves
		John Alan Billings		6/30/2014	1203	385	Texas	Reeves
		James Bryan Billings		6/30/2014	1203	319	Texas	Reeves
		Estate of W.W. Weeks		8/17/2015	1203	380	Texas	Reeves
		Kathryn Whittington		6/30/2014	1203	395	Texas	Reeves
		Daltex Munn Associates		6/12/2014	6	619-628	Texas	Reeves & Culberson



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<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
N/A	Roadway Agreement	Mara Brachman	ConocoPhillips Company	8/27/2015	6	600-604	Texas	Culberson
		Kenneth Glen Waugh		10/16/2015	8	68-72	Texas	Culberson
		Mark Edward Waugh		8/5/2015	5	805	Texas	Culberson
		Charlotte T Whaley		10/8/2015	6	605-609	Texas	Culberson
		John Alan Billings		8/17/2015	5	535	Texas	Culberson
		Clovis Dean Ball		8/3/2015	5	545	Texas	Culberson
		Betty W Peterson		8/4/2015	5	550	Texas	Culberson
		James Bryan Billings		8/3/2015	5	540	Texas	Culberson
		Estate of W.W. Weeks		8/17/2015	5	525	Texas	Culberson
		Daltex Munn Associates		1/1/2015	2	535	Texas	Culberson & Reeves



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<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
N/A	Roadway Agreement	Daltex Munn Associates	ConocoPhillips Company	10/14/2014	200	843	Texas	Culberson
		John Alan Billings		6/30/2014	5	741	Texas	Culberson
		Mary Jane Robinson		1/19/2015	5	759	Texas	Culberson
		Betty W Peterson		2/3/2015	5	753	Texas	Culberson
		Clovis Dean Ball		1/28/2015	5	765	Texas	Culberson
		Mark Edward Waugh		1/27/2015	5	747	Texas	Culberson
		James Bryan Billings		1/13/2015	5	777	Texas	Culberson
		Charlotte T Whaley		1/6/2015	5	771	Texas	Culberson
		Estate of W.W. Weeks		8/17/2015	5	513	Texas	Culberson
		Kenneth Glen Waugh		2/6/2015	5	783	Texas	Culberson
		Cosmo Investments		11/6/2014	200	678	Texas	Culberson



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<u>COP Contract #</u>	<u>Contract Name</u>	<u>Lessor/Grantor</u>	<u>Lessee/Grantee</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>State</u>	<u>County</u>
N/A	Pipeline Right-of-Way Easement	Charlotte T Whaley	ConocoPhillips Company	1/15/2015	5	654	Texas	Culberson
		John Alan Billings		1/15/2015	5	612	Texas	Culberson
		Mary Jane Robinson		1/15/2015	5	630	Texas	Culberson
		Betty W Peterson		1/15/2015	5	624	Texas	Culberson
		Clovis Dean Ball		1/15/2015	5	618	Texas	Culberson
		Estate of W.W. Weeks		1/15/2015	5	519	Texas	Culberson
		Kenneth Glen Waugh		1/15/2015	5	636	Texas	Culberson
		Mark Edward Waugh		1/15/2015	5	642	Texas	Culberson
		James Bryan Billings		1/15/2015	5	648	Texas	Culberson
211315	Salt Water Disposal Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	7/24/2013	Not Recorded	Not Recorded	Texas	Culberson
211317	Surface Use and Damages Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	7/24/2013	Not Recorded	Not Recorded	Texas	Culberson
211314	Water Supply Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	7/24/2013	Not Recorded	Not Recorded	Texas	Culberson

Permits

All permits listed on Schedule 3.2.4 and Schedule 3.2.8 (b)

The above described agreements shall include all amendments and ratifications therefore, whether or not recorded.

* Non-exclusive contracts



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Schedule 4 to EXHIBIT A

Attached To And Made A Part Of
Assignment and Bill of Sale
Effective April 1, 2016
Between ConocoPhillips Company and Three Rivers Acquisition III LLC

ROYALTY INTERESTS

None.

[End of Schedule 4 to Exhibit A]

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Schedule 4 to Exhibit A of Assignment



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Schedule 5 to EXHIBIT A

Attached To And Made A Part Of
Assignment and Bill of Sale
Effective April 1, 2016
Between ConocoPhillips Company and Three Rivers Acquisition III LLC

RELATED CONTRACTS

[See Attached]

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Schedule 5 to Exhibit A of Assignment



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97.33.4

Schedule 5 to EXHIBIT A
RELATED CONTRACTS

<u>Contract Number</u>	<u>Effective Date</u>	<u>Agreement Type</u>	<u>Parties</u>		<u>Recording</u>	<u>County, State</u>
212364	6/1/2014	Designation of Pooled Unit Oatman State Unit 11-14	ConocoPhillips Company	Public	Volume 1103, Page 161 Reeves	Reeves, TX
213140	11/1/2014	Designation of Pooled Unit Oatman Unit 29	ConocoPhillips Company	Public	Volume 115, Page 131 Culberson	Culberson, TX
213149	12/1/2014	Designation of Pooled Unit Oatman Unit 33-28	ConocoPhillips Company	Public	Volume 115, Page 393 Culberson Volume 1150, Page 42,	Culberson and Reeves, TX
212363	8/1/2014	Designation of Pooled Unit Oatman Unit 11-2	ConocoPhillips Company	Public	Volume 1103, Page 50 Reeves	Reeves, TX
212315	3/1/2014	Designation of Pooled Unit Daltex Munn 42-43 Unit	ConocoPhillips Company	Public	Volume 112, Page 602 Culberson	Culberson, TX
213120	11/14/2014	Designation of Pooled Unit Daltex Munn 43-6 Unit	ConocoPhillips Company	Public	Volume 115, Page 116 Culberson	Culberson, TX
213119	12/1/2014	Designation of Pooled Unit Daltex Munn 44-5	ConocoPhillips Company	Public	Volume 115, Page 108 Culberson	Culberson, TX
212362	6/1/2014	Designation of Pooled Unit Pythian Unit A 10-3	ConocoPhillips Company	Public	Volume 1103, Page 169 Reeves	Reeves, TX
212316	4/1/2014	Designation of Pooled Unit Smither State 1	ConocoPhillips Company	Public	Volume 1081, Page 317 Reeves	Reeves, TX
211978	5/1/2013	Designation of Retained Tract Oatman 3 #1H	ConocoPhillips Company	Public	Volume 1056, Page 681 Reeves	Reeves, TX
211977	1/1/2014	Designation of Retained Tract Smither State 13 #2H	ConocoPhillips Company	Public	Volume 1056, Page 691 Reeves	Reeves, TX

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<u>Contract Number</u>	<u>Effective Date</u>	<u>Agreement Type</u>	<u>Parties</u>		<u>Recording</u>	<u>County, State</u>
213162	12/1/2014	Designation of Pooled Unit Oatman Unit 33-40	ConocoPhillips Company	Public	Volume 115, Page 773, Culberson	Culberson and Reeves, TX
213225	5/1/2015	Farmout Agreement	ConocoPhillips Company	Carrizo (Permian) LLC	Not Recorded	Culberson, TX
N/A	6/1/2015	Orderly Development Pooled Unit Agreement	State of Texas General Land Office	Carrizo (Permian) LLC	Not Recorded	Culberson, TX
33606	5/1/2015	Operating Agreement Mustang State Unit	Carrizo (Permian) LLC	ConocoPhillips Company	Memorandum Recorded at Doc # 00000001126	Culberson, TX
33647	5/1/2015	Operating Agreement Avenger State Unit	Carrizo (Permian) LLC	ConocoPhillips Company	Memorandum Recorded at Doc # 00000001125	
33568	10/1/2015	Designation of Pooled Unit Avenger State Unit	Carrizo (Permian) LLC and ConocoPhillips Company	Public	Doc # 00000000782	Culberson, TX
33508	9/1/2015	Designation of Pooled Unit Mustang State Unit	Carrizo (Permian) LLC and ConocoPhillips Company	Public	Doc # 00000000643	Culberson, TX
33508	9/1/2015	Partial Ratification of Designation of Pooled Unit	Wise Asset No 11 Ltd	Carrizo (Permian) LLC	Not Recorded	Culberson, TX
33616	11/1/2015	Designation of Pooled Unit Fortress State Unit	Carrizo (Permian) LLC and ConocoPhillips Company	Public	Volume 7, Page 790 Culberson	Culberson, TX
100694	3/1/2014	Gas Gathering & Processing Agreement	Regency Field Services LLC	ConocoPhillips Company	Not Recorded	N/A



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<u>Contract Number</u>	<u>Effective Date</u>	<u>Agreement Type</u>	<u>Parties</u>		<u>Recording</u>	<u>County, State</u>
212357	8/11/2014	Letter agreement	ConocoPhillips Company Louisiana Land & Exploration Company	Energen Resources Corporation	Not Recorded	Loving and Reeves, TX
212401	10/1/2014	Operating Agreement Daltex Munn 44-5 Unit	ConocoPhillips Company	Carrizo (Permian) LLC AND McDonnold Petroleum, LLC	Memorandum Recorded at Volume 200, Page 174 Culberson	Culberson , TX
212400	2/1/2014	Operating Agreement Daltex Munn 42-43 Unit	ConocoPhillips Company	Carrizo (Permian) LLC AND McDonnold Petroleum, LLC	Memorandum Recorded at Volume 200, Page 177 Culberson	Culberson , TX
212398	10/1/2014	Operating Agreement Daltex Munn 43-6 Unit	ConocoPhillips Company	Carrizo (Permian) LLC AND McDonnold Petroleum, LLC	Memorandum Recorded at Volume 200, Page 171 Culberson	Culberson , TX
212365	5/6/2014	Pooling Agreement Oatman State 11-14 1H	State of Texas General Land Office	ConocoPhillips Company	Volume 1107, Page 418 Reeves	Reeves, TX
211391	8/20/2013	Pooling Agreement Smither State 1 2H Unit	State of Texas General Land Office	ConocoPhillips Company	Volume 1234, Page 240, Reeves	Reeves, TX
213118	12/9/2014	Pooling Agreement Smither State 47-38 1H Unit	State of Texas General Land Office	ConocoPhillips Company	Volume 1157, Page 83 Reeves	Reeves, TX



<u>Contract Number</u>	<u>Effective Date</u>	<u>Agreement Type</u>	<u>Parties</u>		<u>Recording</u>	<u>County, State</u>
211315	7/24/2013	Salt Water Disposal Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	Not Recorded	Culberson, TX
211317	7/24/2013	Surface Use and Damages Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	Not Recorded	Culberson, TX
211314	7/24/2013	Water Supply Agreement *	Wise Asset No 11 Ltd	ConocoPhillips Company	Not Recorded	Culberson, TX
212369	9/15/2013	Water Well Letter Agreement	ConocoPhillips Company	Daltex Munn Associates	Not Recorded	Culberson and Reeves, TX
212369	8/18/2014	Amendment No. 1 to Water Well Agreement dated May 6, 2014	ConocoPhillips Company	Daltex Munn Associates	Not Recorded	Culberson and Reeves, TX
213225	1/20/2016	Letter Agreement	ConocoPhillips Company	Carrizo (Permian) LLC	Not Recorded	Culberson, TX
212393	9/18/2014	Letter Agreement	ConocoPhillips Company	McDonnold Petroleum, LLC	Not Recorded	Culberson and Reeves, TX
RW155317000	10/28/2015	Access Road Cost Sharing Agreement	ConocoPhillips Company	Carrizo (Permian) LLC	Not Recorded	Reeves, TX
RW154825000	6/21/2014	Notice of and Approval for Pipeline Boring Under Hwy ROW	Texas Department of Transportation	ConocoPhillips Company	Not Recorded	Reeves, TX
N/A	1/28/2015	Roadway Agreement	Clovis Dean Ball	ConocoPhillips Company	Not Recorded	Reeves, TX

The above described agreements shall include all recorded amendments and ratifications thereof.

* Non-exclusive contracts



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Schedule 6 to EXHIBIT A

Attached To And Made A Part Of
Assignment and Bill of Sale
Effective April 1, 2016
Between ConocoPhillips Company and Three Rivers Acquisition III LLC

RETAINED COMMUNICATIONS TOWER

Communications Tower and related equipment constructed pursuant to and located on the lands covered by the following:

1. Site Lease dated effective June 26th, 2014 between Wayland W. Oatman Estate, Carolyn C. Oatman Trust, Warren Malcolm Clark Trust, and Reed-George Land & Minerals, Ltd., Grantor, and ConocoPhillips Company, Grantee, recorded at Volume 200, Page 382, Culberson County, Texas.

[End of Schedule 6 to Exhibit A]

Schedule 6 to Exhibit A of Assignment

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FILED FOR RECORD
AT 11:55 O'CLOCK A. M.

ON THE 18th DAY OF April

A.D., 2016.

Linda McDonald
COUNTY AND DISTRICT CLERK
CULBERSON COUNTY, TEXAS
BY *[Signature]* DEPUTY

STATE OF TEXAS
COUNTY OF CULBERSON

I hereby certify that this instrument
was FILED on the date and at the time
stamped hereon by me and was duly
RECORDED in the
Volume 12 and Page 141-696
of the 1152
Records of Culberson County, Texas.



COUNTY AND DISTRICT
CLERK CULBERSON
COUNTY, TEXAS

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Inst No. 16-05687
DIANNE O. FLOREZ
COUNTY CLERK
2016 May 10 at 11:11 AM
REEVES COUNTY, TEXAS
By: ER *[Signature]* DEPUTY



TRUE & CORRECT
COPY OF
ORIGINAL FILED IN
REEVES COUNTY
CLERKS OFFICE

91334

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File No. MF 112188
Assign ID # 9731
From ConocoPhillips To Three Rivers
Date Filed: 8/22/16
George P. Bush, Commissioner
By [Signature]

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF REEVES

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office, found in VOL. 1268, PAGE 535, THRU 591

I hereby certified on 27 JUNE 2016



DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

BY Adriana Anchondo DEPUTY
ADRIANA ANCHONDO

25578

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$ _____
☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

Postage

\$

Total Postage and Fees

\$

Sent To

Three Rivers Operating Company III LLC
Street and Apt. No., or PO Box No.

5301 Southwest Parkway Ste 400

City, State, ZIP+4®
Austin, TX 78735-8986

Postmark
Here

MF 112188

7016 2070 0000 7391 3613

Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.

Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
 - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece;

for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.

- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Three Rivers Operating Company
III LLC
5301 Southwest Parkway Ste 400
Austin, TX 78735-8986



9590 9402 1749 6074 7814 46

7016 2070 0000 7391 3613

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent☐ Addressee

B. Received by (Printed Name)

EMILY LAIRD

C. Date of Delivery

8/15/17

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

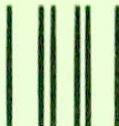
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

fail

fail Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

USPS TRACKING #



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 1749 6074 7814 46

United States
Postal Service



Texas General Land Office

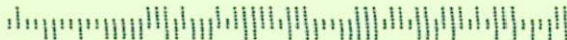
George P. Bush, Commissioner

P.O. Box 12873

Austin, Texas 78711-2873

ATTN: Aurora Jordan

MF 112188





Texas General Land Office

Reconciliation Billing

George P. Bush, Commissioner

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

Three Rivers Operating Company III LLC
5301 Southwest Parkway Suite 400
Austin, TX 78735-8986

Billing Date: 8/11/2017
Billing Due Date: 9/10/2017
Customer Number: C000088837

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
17I00481	MF112188	\$0.00	\$1,010.91	\$101.09	\$48.98	\$1,160.98
Total Due		\$0.00	\$1,010.91	\$101.09	\$48.98	\$1,160.98

Penalty and interest have been calculated thru 8/31/2017. Payment remitted after 8/31/2017 will result in additional penalty and interest charges.

Contact Info:

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.
- For other royalty reporting questions, visit <http://www.glo.texas.gov>, call (512) 463-6850 or email us at glo123@glo.texas.gov.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing

Three Rivers Operating Company III LLC

Billing Date: 8/11/2017

Billing Due Date: 9/10/2017

Customer Number: C000088837

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
17I00481	MF112188	\$0.00	\$1,010.91	\$101.09	\$48.98	\$1,160.98
Total Due		\$0.00	\$1,010.91	\$101.09	\$48.98	\$1,160.98
Amt. Paid						

Energy Financial Management
SMAR Activity / Invoicing Approval

Auditor/Account Examiner: DAVID JACQUET
Company Name: RESOLUTE NATURAL RES CO LLC
Customer Number: C000088837
Mineral File #: MF112188
Transaction Type: Volume Reconciliation
Other / Invoice #:

Previous Amount	Current Amount	Date	AE / Reviewer's Notes	Reviewer's Signature	AR Notes
	\$1,160.98	08/08/17	under reported/paid volumes	MM 8/8/2017 	

All original invoices must be approved.

All reductions in billing of more than \$1000 must be approved.

Customer ID: C000088837
 Invoice Number:
 GLO Lease: MF112188
 GLO Review: THREE RIVERS OPERATING CO III LLC
 Review Period: September 2015 thru August 2016

Category Oil
 Auditor/AE: DAVID JACQUET
 Billing Date: 8/8/2017
 P&I Calculation Date: 8/31/2017
 Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional	Penalty Rate From	Interest Rate From	Revenue Due
Apr-16	08-276929	238	1.00000000	\$ 33.980000	1.00	\$8,087.24	\$1,010.91	\$0.00	\$1,010.91	452	4.50%	\$101.09	\$48.98	\$1,160.98
TOTALS		238				\$8,087.24	\$1,010.91	\$0.00	\$1,010.91			\$101.09	\$48.98	\$1,160.98

COMMENTS: BILLING ON DIFFERENCE FROM VOLUMES REPORTED TO GLO COMPARED TO THE VOLUMES REPORTED TO RRC.

COLUMN (3) VOLUME - REPRESENTS UNDER REPORTED SALES VOLUMES TO THE GLO FROM RRC # 08-276929
 COLUMN (5) PRICE - TAKEN FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE TEXAS GENERAL LAND OFFICE.
 COLUMNS (12),(13),(14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:
<http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf>

NOTE 1: PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERRED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, NOTIFY THE AUDITOR AS TO THE REMITTANCE DATE SO THE INVOICE CAN BE PROPERLY CREDITED.

ATTN: KELSIE CALLAHAN
 CERTIFIED MAIL: 7016 2070 0000 7391 3613

13

File No. MF 112188

County

Recon Billing

Date Filed: 8/14/17

George P. Bush, Commissioner

By AT



Texas General Land Office
George P. Bush, Commissioner
1700 North Congress Avenue
Austin, Texas 78701-1495

DEEP RIGHTS RETENTION PAYMENT FORM

Complete a separate form for each State Mineral File (MF). Multiple undivided interest leases, in the common mineral file, for which retention is being requested, may be listed together.

Mail or Deliver with Attention to: Energy Resources

STATE LEASE # MF 112188		County Reeves	Gross Acres 641	Net Acres 641	Tract Part (Ex. NW/4) All
Section: 14	Block: 53	Survey: Public School Land		Township: N/A	Abstract: 4334
Agent for State (Lessor) W.W. Oatman, et al; Reed-George Land & Minerals, Ltd.			Operator Three Rivers Operating Company III LLC		

FOR EACH WELL, PROVIDE THE FOLLOWING:

- "As-Drilled" Plat (horizontal wells must have lateral length set out on the plat)
- P-15 as submitted to RRC where required by RRC Field Rules

Jessica Adkins	12/14/2017
<i>Contact</i>	<i>Date</i>
Land Administration Manager	Three Rivers Operating Company III LLC
<i>Title</i>	<i>Company</i>
512-706-9853	5301 Southwest Parkway, Ste 400
<i>Telephone Number</i>	<i>Mailing Address</i>
jadkins@3ROC.com	Austin, TX 78735
<i>E-Mail Address</i>	<i>City, State, Zip</i>

<u>Deep Rights Retention Bonus Work-Up</u>
Type of State Lease: (RAL, Fee, Free Royalty) RAL
Total Eligible Acres: 641
Total Amount Due: \$200,312.51
Check # 011453, 011454
<i>If there are undivided interests; there may be multiple checks</i>

For General Land Office Use Only:		Received: \$82,128.13 #18704817	Payment Register No.: _____
Amount: \$ _____	Lease Type: RAL	Unit No.: 6797	

AGENT FOR STATE (LESSOR)				
(if multiple undivided interests are included; list below)				
Lease MF# & Undivided Interest Alpha #	Name of Agent for State of Texas	Original Bonus to State in \$	Bonus Amount Due One half (½) of Original (based on acres being retained)	Undivided Interest Net Acres
MF-112188 A	W. W. Oatman, et al	\$236,368.75	\$118,184.38	378.19
MF-112188 B	Reed-George Land & Minerals	\$164,256.25	\$82,128.13	262.81
Deep Rights Retention Bonus Due to State TOTAL:			\$200,312.51	
Undivided Interest Net Acres TOTAL:				641

Copy and Complete Additional Sheets as Necessary

WELL INFORMATION

Copy and Complete Additional Sheets as Necessary

<u>WELL NAME & NO.</u> Oatman State Unit 11-14 1H		<u>API</u> 42-389-34296	<u>DISTRICT</u> 08	<u>RRC ID</u> 276929	<u>SPUD DATE</u> 08/09/2014	<u>COMPLETION DATE</u> 07/14/2015
<u>WELL LOCATION:</u> Land Part (Ex. NW/4): Surface Hole: SW/4 Section: 11 Block: 53 Township: N/A Survey: Public School Land Abstract: 4336			OIL ☐ VERTICAL ☐ GAS ☒ HORIZONTAL ☒ FIELD NAME & NUMBER: Ford, West (Wolfcamp) 31913800			
<u>TOTAL ALLOWABLE WELL ACRES</u> 960.28	<u>NUMBER OF STATE ACRES RETAINED AS PART OF ALLOWABLE WELL ACRES</u> 640.39		<u>NUMBER OF PRIVATE ACRES OF ALLOWABLE WELL ACRES</u> 319.89		<u>TRUE VERTICAL DEPTH (TVD) ON RETAINED ACREAGE</u> 9,729'	
<u>HORIZONTAL WELLS</u>	<u>TOTAL LENGTH OF LATERAL</u> 5,621'	<u>LENGTH OF LATERAL ON STATE LAND</u> 3,196'		<u>LENGTH OF LATERAL ON PRIVATE LAND</u> 2,425'		
<u>3 MONTHS MOST RECENT PRODUCTION</u>	<u>MONTH/YEAR</u> 10/2017	<u>VOLUME</u> Oil: 625 bbl; Gas: 12,379 mcf	<u>MONTH/YEAR</u> 09/2017	<u>VOLUME</u> Oil: 344 bbl; Gas: 15,556 mcf	<u>MONTH/YEAR</u> 08/2017	<u>VOLUME</u> Oil: 511 bbl; Gas: 12,034 mcf

<u>WELL NAME & NO.</u>		<u>API</u>	<u>DISTRICT</u>	<u>RRC ID</u>	<u>SPUD DATE</u>	<u>COMPLETION DATE</u>
<u>WELL LOCATION:</u> Land Part (Ex. NW/4): Section: Block: Township: Survey: Abstract:			OIL ☐ VERTICAL ☐ GAS ☐ HORIZONTAL ☐ FIELD NAME & NUMBER:			
<u>TOTAL ALLOWABLE WELL ACRES</u>	<u>NUMBER OF STATE ACRES RETAINED AS PART OF ALLOWABLE WELL ACRES</u>		<u>NUMBER OF PRIVATE ACRES OF ALLOWABLE WELL ACRES</u>		<u>TRUE VERTICAL DEPTH (TVD) ON RETAINED ACREAGE</u>	
<u>HORIZONTAL WELLS</u>	<u>TOTAL LENGTH OF LATERAL</u>	<u>LENGTH OF LATERAL ON STATE LAND</u>		<u>LENGTH OF LATERAL ON PRIVATE LAND</u>		
<u>3 MONTHS MOST RECENT PRODUCTION</u>	<u>MONTH/YEAR</u>	<u>VOLUME</u>	<u>MONTH/YEAR</u>	<u>VOLUME</u>	<u>MONTH/YEAR</u>	<u>VOLUME</u>

<u>WELL NAME & NO.</u>		<u>API</u>	<u>DISTRICT</u>	<u>RRC ID</u>	<u>SPUD DATE</u>	<u>COMPLETION DATE</u>
<u>WELL LOCATION:</u> Land Part (Ex. NW/4): _____ Section: _____ Block: _____ Township: _____ Survey: _____ Abstract: _____			OIL ☐ VERTICAL ☐ GAS ☐ HORIZONTAL ☐ FIELD NAME & NUMBER: _____			
<u>TOTAL ALLOWABLE WELL ACRES</u>		<u>NUMBER OF STATE ACRES RETAINED AS PART OF ALLOWABLE WELL ACRES</u>		<u>NUMBER OF PRIVATE ACRES OF ALLOWABLE WELL ACRES</u>		<u>TRUE VERTICAL DEPTH (TVD) ON RETAINED ACREAGE</u>
<u>HORIZONTAL WELLS</u>	<u>TOTAL LENGTH OF LATERAL</u>		<u>LENGTH OF LATERAL ON STATE LAND</u>		<u>LENGTH OF LATERAL ON PRIVATE LAND</u>	
<u>3 MONTHS MOST RECENT PRODUCTION</u>	<u>MONTH/YEAR</u>	<u>VOLUME</u>	<u>MONTH/YEAR</u>	<u>VOLUME</u>	<u>MONTH/YEAR</u>	<u>VOLUME</u>

<u>WELL NAME & NO.</u>		<u>API</u>	<u>DISTRICT</u>	<u>RRC ID</u>	<u>SPUD DATE</u>	<u>COMPLETION DATE</u>
<u>WELL LOCATION:</u> Land Part (Ex. NW/4): _____ Section: _____ Block: _____ Township: _____ Survey: _____ Abstract: _____			OIL ☐ VERTICAL ☐ GAS ☐ HORIZONTAL ☐ FIELD NAME & NUMBER: _____			
<u>TOTAL ALLOWABLE WELL ACRES</u>		<u>NUMBER OF STATE ACRES RETAINED AS PART OF ALLOWABLE WELL ACRES</u>		<u>NUMBER OF PRIVATE ACRES OF ALLOWABLE WELL ACRES</u>		<u>TRUE VERTICAL DEPTH (TVD) ON RETAINED ACREAGE</u>
<u>HORIZONTAL WELLS</u>	<u>TOTAL LENGTH OF LATERAL</u>		<u>LENGTH OF LATERAL ON STATE LAND</u>		<u>LENGTH OF LATERAL ON PRIVATE LAND</u>	
<u>3 MONTHS MOST RECENT PRODUCTION</u>	<u>MONTH/YEAR</u>	<u>VOLUME</u>	<u>MONTH/YEAR</u>	<u>VOLUME</u>	<u>MONTH/YEAR</u>	<u>VOLUME</u>



December 19, 2017



Texas General Land Office
Attn: Energy Resources
1700 North Congress Ave
Austin, TX 78701

RE: **Deep Rights Retention on State Lease MF-112188**

Enclosed are the following documents regarding Deep Rights Retention on State Lease MF-112188:

- Deep Rights Retention Payment Form
- As-Drilled Plat and Unit Plat for the Oatman State Unit 11-14 1H
- P-15 for the Oatman State Unit 11-14 1H
- Checks 011453 and 011454 totaling **\$200,312.51**

Please contact me at (512) 706-9853 or jadkins@3roc.com if you have any questions or need additional information.

Thank you,

Jessica Adkins
Land Administration Manager

Three Rivers Operating Company III LLC
5301 Southwest Parkway, Suite 400
Austin, Texas 78735

Enclosures

Three Rivers Operating Company III LLC
5301 Southwest Parkway, Suite 400 • Austin, TX 78735

JA

CHECK NO. 011453

Reference	Inv date	Invoice No.	Invoice Amt	Prior Pmt	Discount	Amount Paid
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1712-AP-9	12/05/17	CKREQ120517 -1	82128.13	0.00		82128.13
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18704817

Vendor

Ck date

2468 COMMISSIONER OF THE TEXAS GEN

12/13/17

121

X 82,128.13

RIV-100

WARNING: DO NOT ACCEPT THIS DOCUMENT UNLESS YOU CAN SEE A WATERMARK.

Three Rivers Operating Company III LLC

5301 Southwest Parkway, Suite 400
Austin, Texas 78735

JPMORGAN CHASE BANK N.A.
HOUSTON, TX

88-88/1113

18704817

011453

DATE

CONTROL NUMBER

12/13/17

8548

PAY Eighty-two thousand one hundred twenty-eight dollars and 13 cents

AMOUNT

\$*****82,128.13

TO THE
ORDER
OF

COMMISSIONER OF THE TEXAS GEN
LAND OFFICE
1700 N CONGRESS AVE
STEPHEN F AUSTIN STATE BLDG
AUSTIN, TX 78701-1495



011453

Three Rivers Operating Company III LLC
5301 Southwest Parkway, Suite 400 • Austin, TX 78735

CHECK NO. 011454

Reference	Inv date	Invoice No.	Invoice Amt	Prior Pmt	Discount	Amount Paid.
1712-AP-9	12/05/17	CKREQ120517	118184.38	0.00		118184.38
	-2					

18704818

Vendor

Ck date

2468 COMMISSIONER OF THE TEXAS GEN

12/13/17

121

X 118,184.38

RIV-100

WARNING: DO NOT ACCEPT THIS DOCUMENT UNLESS YOU CAN SEE A WATERMARK.

Three Rivers Operating Company III LLC

5301 Southwest Parkway, Suite 400
Austin, Texas 78735

JPMORGAN CHASE BANK N.A.
HOUSTON, TX

88-88/1118

18704818

011454

DATE

12/13/17

CONTROL NUMBER

8549

PAY One hundred eighteen thousand one hundred eighty-four dollars and 38 cents

AMOUNT

\$*****118,184.38

TO THE
ORDER
OF

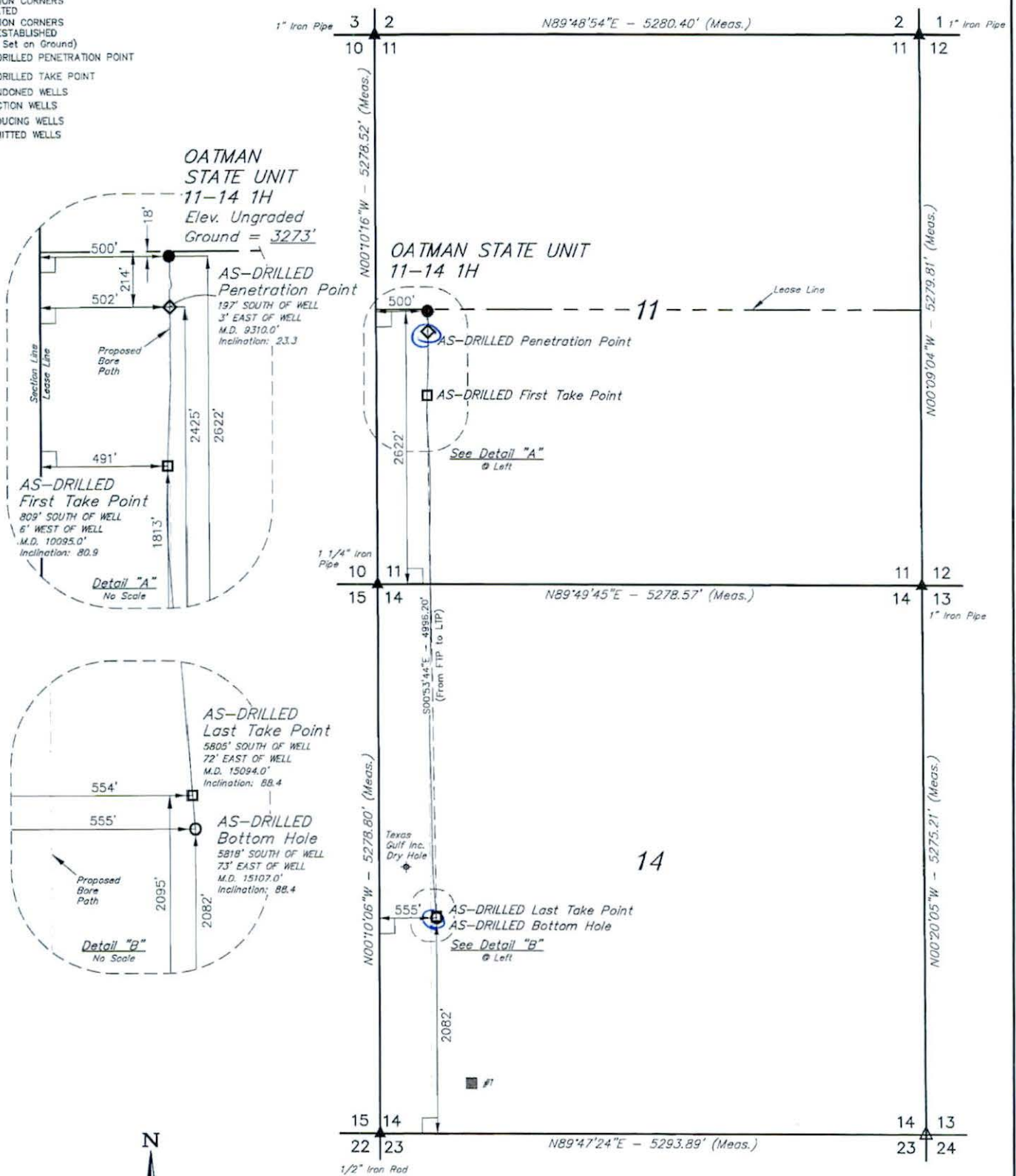
COMMISSIONER OF THE TEXAS GEN
LAND OFFICE
1700 N CONGRESS AVE
STEPHEN F AUSTIN STATE BLDG
AUSTIN, TX 78701-1495

11011454

LEGEND:

- 90° SYMBOL
- PROPOSED WELLHEAD
- AS-DRILLED BOTTOM HOLE
- SECTION CORNERS LOCATED
- SECTION CORNERS RE-ESTABLISHED (Not Set on Ground)
- AS-DRILLED PENETRATION POINT
- AS-DRILLED TAKE POINT
- ABANDONED WELLS
- INJECTION WELLS
- PRODUCING WELLS
- PERMITTED WELLS

SECTIONS 11 & 14, BLOCK 53, PUBLIC SCHOOL LAND SURVEY



CERTIFICATE
I hereby certify that the information
contained herein is true and correct to
the best of my knowledge and belief.

Name: KELESTON MICKENS
Date: 2-2-16
Title: Dr. Registration / Coordinator

ConocoPhillips Company

OATMAN STATE UNIT 11-14 1H
REEVES COUNTY, TEXAS
SHL 2622' FSL 500' FWL



UELS, LLC
Regional Office * 111 NE 3rd Street
Seminole, TX 79360 * (432) 955-6100
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

DRAWN BY: Z.H.F. DATE DRAWN: 04-29-15
SCALE: 1" = 1000' REVISED: 00-00-00

AS-DRILLED WELL LOCATION PLAT

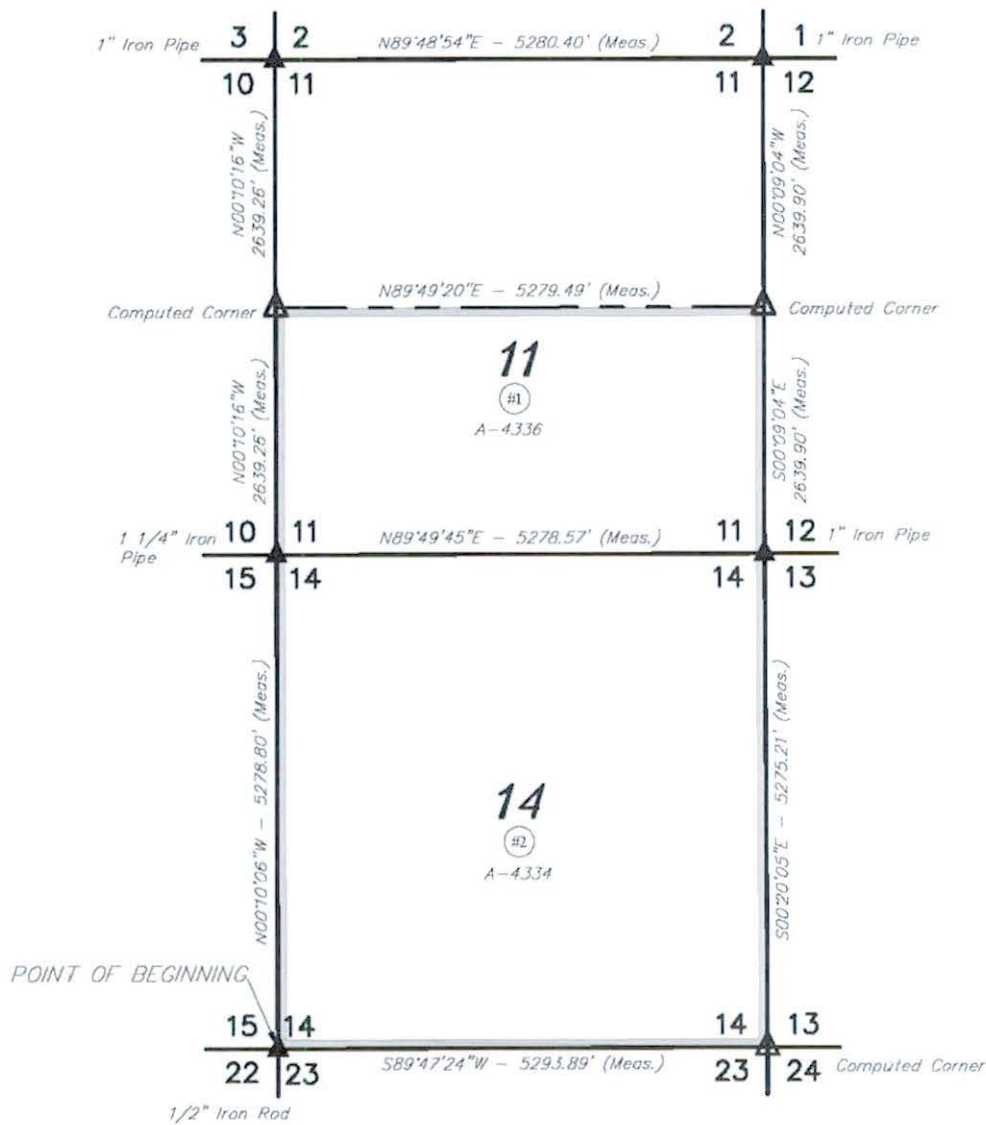
NAD 83 (SURFACE LOCATION) LATITUDE = 31°36'16.45" (31.604569) LONGITUDE = 104°01'52.19" (104.031164) STATE PLANE NAD 83 (CENTRAL) N: 10566458.25 E: 1145587.24	NAD 83 (AS-DRILLED FIRST TAKE POINT) LATITUDE = 31°36'08.45" (31.602347) LONGITUDE = 104°01'52.27" (104.031186) STATE PLANE NAD 83 (CENTRAL) N: 10566550.18 E: 1145553.80	NAD 83 (AS-DRILLED BOTTOM HOLE) LATITUDE = 31°35'18.89" (31.588581) LONGITUDE = 104°01'51.37" (104.030936) STATE PLANE NAD 83 (CENTRAL) N: 10560642.82 E: 1145465.40
NAD 27 (SURFACE LOCATION) LATITUDE = 31°36'15.59" (31.604442) LONGITUDE = 104°01'50.49" (104.030692) STATE PLANE NAD 27 (CENTRAL) N: 723882.67 E: 849125.53	NAD 27 (AS-DRILLED FIRST TAKE POINT) LATITUDE = 31°36'07.99" (31.602219) LONGITUDE = 104°01'50.56" (104.030711) STATE PLANE NAD 27 (CENTRAL) N: 723074.61 E: 849092.09	NAD 27 (AS-DRILLED BOTTOM HOLE) LATITUDE = 31°35'18.43" (31.588453) LONGITUDE = 104°01'49.66" (104.030461) STATE PLANE NAD 27 (CENTRAL) N: 718067.34 E: 849003.66
NAD 83 (AS-DRILLED PENETRATION POINT) LATITUDE = 31°36'14.51" (31.604031) LONGITUDE = 104°01'52.16" (104.031156) STATE PLANE NAD 83 (CENTRAL) N: 10566261.58 E: 1145583.68	NAD 83 (AS-DRILLED LAST TAKE POINT) LATITUDE = 31°35'19.02" (31.588617) LONGITUDE = 104°01'51.38" (104.030939) STATE PLANE NAD 83 (CENTRAL) N: 10560655.80 E: 1145464.81	
NAD 27 (AS-DRILLED PENETRATION POINT) LATITUDE = 31°36'14.05" (31.603903) LONGITUDE = 104°01'50.45" (104.030681) STATE PLANE NAD 27 (CENTRAL) N: 723686.01 E: 849121.98	NAD 27 (AS-DRILLED LAST TAKE POINT) LATITUDE = 31°35'18.56" (31.588489) LONGITUDE = 104°01'49.67" (104.030464) STATE PLANE NAD 27 (CENTRAL) N: 718080.32 E: 849003.07	

VERTICAL CONTROL DATUM: NAVD88

BASIS OF BEARINGS

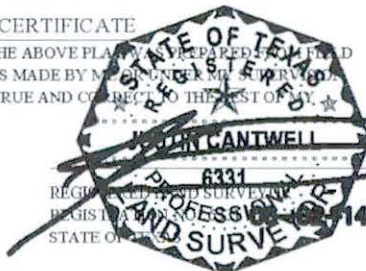
BASIS OF BEARINGS IS A G.P.S. OBSERVATION

SECTIONS 11 & 14, BLOCK 53,
PUBLIC SCHOOL LAND SURVEY



UNIT BOUNDARY BREAKDOWN		
#1	HAROLD ALSTON ELKAN, ET AL	319.89 ACRES
#2	STATE OF TEXAS	640.39 ACRES
	TOTAL (Meas.)	960.28 ACRES

CERTIFICATE
THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD
NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION
AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF.



TBPLS Firm No. 10193884

EXHIBIT "C"
ATTACHED TO AND MADE A PART OF
DESIGNATION OF POOLED UNIT
OATMAN STATE 11-14 UNIT, EFFECTIVE AS OF JUNE 1, 2014
ENTERED INTO BY ConocoPhillips Company, CONTAINING 960.28 ACRES
IN SECTIONS 11 & 14, BLOCK 53, PSL SURVEY,
REEVES COUNTY, TEXAS



UELS, LLC
Regional Office * 111 NE 3rd Street
Seminole, TX 79360 * (432) 955-6100
Corporate Office * 85 South 200 East
Vernal, UT 84078 * (435) 789-1017

SURVEYED BY: B.B., J.W.	SURVEY DATE: 02-05-14
DRAWN BY: B.D.H.	DATE DRAWN: 06-02-14
SCALE: 1" = 2000'	REVISED: 00-00-00

EXHIBIT "C"

LEGEND:

- ▲ = SECTION CORNERS
LOCATED
- △ = SECTION CORNERS
RE-ESTABLISHED
(Not Set on Ground)



STATEMENT OF PRODUCTIVITY OF ACREAGE
ASSIGNED TO PRORATION UNITS

Form P-15

Tracking No.: 145284

This facsimile P-15 was generated electronically
from data submitted to the RRC.

The undersigned states that he is authorized to make this statement; that he has knowledge of the facts concerning the CONOCOPHILLIPS COMPANY

OATMAN STATE UNIT 11-14 , No. 1H ; that such well is
LEASE OPERATOR WELL

completed in the FORD, WEST (WOLFCAMP) Field, REEVES County,

Texas and that the acreage claimed, and assigned to such well for proration purposes as authorized by special rule and as shown on the attached certified plat embraces _____

960.28 acres which can reasonably be considered to be productive of hydrocarbons.

- CERTIFICATE -

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge,

Date 11/03/2015 Signature Kristina Mickens

Telephone (281) 206-5282 Title Sr. Regulatory Specialist
AREA CODE



70151

14.

File No. MF112188
Deep Right Retention Form County
+ payment
Date Filed: 12/20/17
George P. Bush, Commissioner
By SSD



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

December 20, 2017

Ms. Jessica Adkins
Three Rivers Operating Company III LLC
5301 Southwest Parkway, Ste. 400
Austin, TX 78735

RE: **MF112188** – Relinquishment Act Land, Leases A and B
Deep Rights Retention, Reeves County, Texas
641.00 acres, Section 14, Block 53, Public School Land, A-4334
Well: Oatman State Unit 11-14 1H, API 42-389-34296

Dear Ms. Adkins,

The Deep Rights Retention checks in the total amount of \$200,312.51 have been received and will retain the deep rights until December 31, 2019 for leases MF112188 A and B. Enclosed is a copy of the checks received on December 19, 2017.

If you have any questions, please feel free to contact me.

Best regards,

Susan S. Draughn, Landman
Energy Resources/Mineral Leasing
Direct: 512.463.6521
Email: susan.draughn@glo.texas.gov

Enclosure

File No. MF112/88
Letter accepting DRR County

Date Filed: 12/20/17
George P. Bush, Commissioner
By SSD



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

July 9, 2018

Amber Moore, Sr. Landman
Admiral Permian Resources
400 West Illinois Ave, Ste 970
Midland, TX 79701

*Re: GLO Assign ID #10625 – MF112188 A&B, MF112189 A thru T, MF112190 A thru T,
MF116842, MF117811 A thru W, MF117815 C thru Y and MF117816 C thru Y
Reeves County*

Dear Ms. Moore:

The General Land Office received the following instrument and has filed it in the appropriate files.

Assignment and Bill of Sale, effective December 1, 2017, from Three Rivers Acquisition Company III, LLC and Three Rivers Operating Company III, LLC, Assignor's to APR Operating LLC. Filed of record in Vol 1576 at Pg 0664.

Filing fees in the amount of \$2,875.00 were received on the above assignment.

Please feel free to contact me at (512) 463-5407 or email carl.bonn@glo.texas.gov if you have further questions.

Best Regards,

Carl Bonn, CPL
Mineral Leasing-Energy Resources



June 6, 2018

FD 10625

Texas General Land Office
Attn: Carl Bonn
PO Box 12873
Austin, TX 78711

RE: Notice of Assignment of Oil and Gas Leases described in Exhibit "A", (the "Leases")

Dear Lessor,

Pursuant to the terms of your Oil and Gas Leases, as described on the Exhibit "A" attached hereto, the Lessee of said Lease is required to provide the Lessor with notice of any assignment of the Lease along with a certified copy of said assignment and a filing fee in the amount of \$3,150.00.

On April 17, 2018, Three Rivers Acquisition III LLC and Three Rivers Operating Company III LLC (collectively, "Three Rivers") assigned all of its right, title and interest in the Lease to **APR Operating LLC** ("Admiral").

Admiral's contact information is:

APR Operating LLC
400 West Illinois Avenue, Suite 970
Midland, Texas 79701
(432) 201-8537
amoore@admiralpermian.com

If you have any questions regarding this transaction, please don't hesitate to contact us.

Best regards,

A handwritten signature in blue ink that reads 'Amber J. Moore'.

Amber J. Moore
Sr. Landman

Apply \$2875 Per

Three Rivers Operating Company III LLC
5301 Southwest Parkway , Suite 400 • Austin, TX 78735

48

18712476

CHECK NO.

011713

Reference	Inv date	Invoice No.	Invoice Amt	Prior Pmt	Discount	Amount Paid
1805-AP-23	05/22/18	CKREQ052218	3125.00	0.00		3125.00

+

129

Three Rivers Operating Company III LLC
5301 Southwest Parkway , Suite 400 • Austin, TX 78735

18712477

CHECK NO.

011726

Reference	Inv date	Invoice No.	Invoice Amt	Prior Pmt	Discount	Amount Paid
1805-AP-48	06/07/18	CKREQ060718	25.00	0.00		25.00

+

129

Vendor

Ck date

2468 COMMISSIONER OF THE TEXAS GEN

06/07/18

25.00

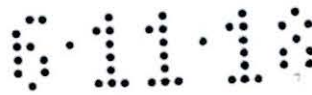
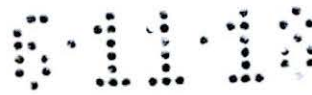


EXHIBIT "A"

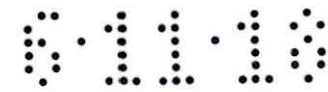
MF#	APR NUMBER	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	LEASE LEGAL DESCRIPTION	RECORDING
MF 117647	TX30320014-000	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WWO MINERALS MANAGEMENT LLC, ET AL	THREE RIVERS ACQUISITION III LLC	9/2/2015	CULBERSON	TX	ALL OF SECTIONS 29 & 32, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 5, PAGE 480 - CULBERSON
MF 117995	TX30320019-000	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, ELIZABETH WALLING TURNER, LIFE ESTATE AND CHRISTINE WALLING BRANHAM, LIFE ESTATE	THREE RIVERS ACQUISITION III LLC	10/2/2015	CULBERSON	TX	N/2 SECTION 41, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 7, PAGE 621 - CULBERSON
MF 115655	TX30320022-000	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WISE ASSET NO. 11, LTD.	CONOCOPHILLIPS COMPANY	7/24/2013	CULBERSON	TX	NW/4 SECTION 30, BLOCK 45, PSL SURVEY; ALL OF SECTIONS 7, 8, 9, 16, 17, 18, 19, 20, 21, S/2 SECTION 22, N/2 & SE/4 SECTION 27, N/2 SECTION 28 & N/2 SECTION 29, BLOCK 52, PSL SURVEY; ALL OF SECTIONS 1, 12, 13, 24, 25 & 26, BLOCK 110, PSL SURVEY; SW 305 ACRES OF SECTION 4 AS MORE FULLY DESCRIBED IN LEASE, S 533.1 ACRES OF SECTION 5 AS MORE FULLY DESCRIBED IN LEASE, ALL OF SECTIONS 6, 7, 8 & 9, THE W & S PARTS OF SECTION 16 LESS 40 ACRES AS MORE FULLY DESCRIBED IN LEASE, ALL OF SECTIONS 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 & 28, W/2 & N 160 ACRES OF W/2 E/2 OF SECTION 29, BLOCK 111, PSL SURVEY ALL DEPTHS BELOW THE TOP OF THE DELAWARE MOUNTAIN GROUP	VOL 109, PAGE 807 - CULBERSON
M 117876	TX30320024-000	COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE	THREE RIVERS ACQUISITION III LLC	1/5/2016	CULBERSON	TX	NW/4, NW/4 NE/4 & E/2 NE/4 SECTION 31, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 11, PAGE 407 - CULBERSON
MF 118170	TX30320027-000	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, A. T. LAND COMPANY, LLC	THREE RIVERS ACQUISITION III LLC	8/15/2016	CULBERSON	TX	ALL OF SECTIONS 4 & 5, BLOCK 52, PSL SURVEY, ALL DEPTHS	VOL 19, PAGE 153 - CULBERSON
MF 118376	TX30320030-000	COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE	THREE RIVERS ACQUISITION III LLC	1/17/2017	CULBERSON	TX	SE/4 & S/2 NE/4 SECTION 2, BLOCK 52, PSL SURVEY, ALL DEPTHS	VOL 26, PAGE 418 - CULBERSON
MF 118377	TX30320031-000	COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE	THREE RIVERS ACQUISITION III LLC	1/17/2017	CULBERSON	TX	ALL OF SECTION 30, BLOCK 52, PSL SURVEY, ALL DEPTHS	VOL 26, PAGE 429 - CULBERSON
MF 118380	TX30320032-000	COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE	THREE RIVERS ACQUISITION III LLC	1/17/2017	CULBERSON	TX	SW/4 & S/2 NW/4 SECTION 34, BLOCK 52, PSL SURVEY, ALL DEPTHS	VOL 26, PAGE 440 - CULBERSON
MF 118383	TX30320033-000	COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE	THREE RIVERS ACQUISITION III LLC	1/17/2017	CULBERSON	TX	WEST PART OF SW/4 & EAST PART OF W 3/4 OF S/2 OF SECTION 17, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 26, PAGE 451 - CULBERSON
MF 118385	TX30320034-000	COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE	THREE RIVERS ACQUISITION III LLC	1/17/2017	CULBERSON	TX	WEST MID PART OF SECTION 16, BLOCK 111, PSL SURVEY, CONTAINING APPROXIMATELY 40 ACRES, ALL DEPTHS	VOL 26, PAGE 462 - CULBERSON
MF 118386	TX30320035-000	COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE	THREE RIVERS ACQUISITION III LLC	1/17/2017	CULBERSON	TX	SOUTH AND EAST PARTS OF E/2 SECTION 29, BLOCK 111, PSL SURVEY, CONTAINING APPROXIMATELY 233 ACRES, ALL DEPTHS	VOL 26, PAGE 473 - CULBERSON
MF 112188	TX30330007-001	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, REED-GEORGE LAND & MINERALS, LTD	CONOCOPHILLIPS COMPANY	12/31/2010	REEVES	TX	ALL OF SECTION 14, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 868, PAGE 31 - REEVES
MF 112188 A	TX30330007-002	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, W. W. OATMAN, ET AL	CONOCOPHILLIPS COMPANY	12/31/2010	REEVES	TX	ALL OF SECTION 14, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 868, PAGE 41 - REEVES
MF 112188 B	TX30330008-001	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	12/23/2010	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 868, PAGE 690 - REEVES
MF 112188 C	TX30330008-002	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	12/23/2010	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 868, PAGE 680 - REEVES
MF 112188 O	TX30330008-003	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CRIMSON PROPERTIES, LTD.	CONOCOPHILLIPS COMPANY	3/25/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 715 - REEVES
MF 112188 M	TX30330008-004	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 385 - REEVES
MF 112188 H	TX30330008-005	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	3/16/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 495 - REEVES
MF 112188 G	TX30330008-006	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILBUR L. SMITHER, III	CONOCOPHILLIPS COMPANY	3/16/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 896, PAGE 707 - REEVES
MF 112188 K	TX30330008-007	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 429 - REEVES
MF 112188 J	TX30330008-008	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 462 - REEVES
MF 112188 L	TX30330008-009	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 407 - REEVES
MF 112188 A	TX30330008-010	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, E. M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 879, PAGE 250 - REEVES
MF 112188 I	TX30330008-011	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SMITHER PARTNERS	CONOCOPHILLIPS COMPANY	3/28/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 473 - REEVES
MF 112188 S	TX30330008-012	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, GERTRUDE J. SMITHER	CONOCOPHILLIPS COMPANY	3/28/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 627 - REEVES



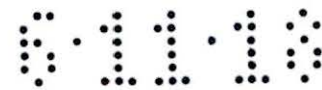
MF#	APR NUMBER	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	LEASE LEGAL DESCRIPTION	RECORDING
MF 112189 R	TX30330008-013	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FLORINE KLUSMANN	CONOCOPHILLIPS COMPANY	3/28/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 649 - REEVES
MF 112189 N	TX30330008-014	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FRANCES R. SNIPES	CONOCOPHILLIPS COMPANY	3/28/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 738 - REEVES
MF 112189 D	TX30330008-015	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 583 - REEVES
MF 112189 E	TX30330008-016	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, EDITH WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 561 - REEVES
MF 112189 F	TX30330008-017	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN C. SMITHER, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 539 - REEVES
MF 112189 T	TX30330008-018	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHN THOMAS SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 605 - REEVES
MF 112189 Q	TX30330008-019	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLYDE MICHAEL WILLIAMS, III	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 671 - REEVES
MF 112189 P	TX30330008-020	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SALLY H. DUNNING, TRUSTEE OF THE EVA S. HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	3/25/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 693 - REEVES
MF 112190 B	TX30330009-001	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	12/23/2010	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 869, PAGE 274 - REEVES
MF 112190 C	TX30330009-002	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	12/23/2010	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 868, PAGE 700 - REEVES
MF 112190 O	TX30330009-003	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CRIMSON PROPERTIES, LTD.	CONOCOPHILLIPS COMPANY	3/25/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 726 - REEVES
MF 112190 H	TX30330009-004	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	3/16/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 506 - REEVES
MF 112190 G	TX30330009-005	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILBUR L. SMITHER, III	CONOCOPHILLIPS COMPANY	3/16/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 896, PAGE 696 - REEVES
MF 112190 M	TX30330009-006	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 396 - REEVES
MF 112190 K	TX30330009-007	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 440 - REEVES
MF 112190 J	TX30330009-008	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 451 - REEVES
MF 112190 L	TX30330009-009	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 418 - REEVES
MF 112190 A	TX30330009-010	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, E. M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 879, PAGE 265 - REEVES
MF 112190 I	TX30330009-011	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SMITHER PARTNERS	CONOCOPHILLIPS COMPANY	3/28/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 484 - REEVES
MF 112190 S	TX30330009-012	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, GERTRUDE J. SMITHER	CONOCOPHILLIPS COMPANY	3/28/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 638 - REEVES
MF 112190 R	TX30330009-013	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FLORINE KLUSMANN	CONOCOPHILLIPS COMPANY	3/28/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 660 - REEVES
MF 112190 N	TX30330009-014	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FRANCES R. SNIPES	CONOCOPHILLIPS COMPANY	3/28/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 749 - REEVES
MF 112190 D	TX30330009-015	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 594 - REEVES
MF 112190 E	TX30330009-016	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, EDITH WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 572 - REEVES
MF 112190 F	TX30330009-017	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN C. SMITHER, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 550 - REEVES
MF 112190 T	TX30330009-018	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHN THOMAS SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 616 - REEVES
MF 112190 Q	TX30330009-019	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLYDE MICHAEL WILLIAMS, III	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 682 - REEVES
MF 112190 P	TX30330009-020	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SALLY H. DUNNING, TRUSTEE OF THE EVA S. HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	3/25/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 877, PAGE 704 - REEVES



MF#	APR NUMBER	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	LEASE LEGAL DESCRIPTION	RECORDING
MF 116842	TX30330014-000	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENTS, CMC/SC BECKHAM HOLDINGS, L.P., ET AL	CONOCOPHILLIPS COMPANY	6/13/2014	REEVES	TX	SE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1091, PAGE 304 - REEVES
M 112408	TX30330019-000	COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE	ANGELLE & DONOHUE OIL & GAS PROPERTIES, INC.	4/5/2011	CULBERSON	TX	W/2 NW/4 SECTION 29, BLOCK 45, PSL SURVEY, ALL DEPTHS BELOW THE BASE OF THE DELAWARE MOUNTAIN GROUP	VOL 106, PAGE 75 - CULBERSON
MF 117511 C	TX30330037-001	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	4/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 637 - REEVES
MF 117511 B	TX30330037-002	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	4/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 627 - REEVES
MF 117511 U	TX30330037-003	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLYDE MICHAEL WILLIAMS, III TRUST, BY CLYDE MICHAEL WILLIAMS, III, TRUSTEE	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1198, PAGE 1 - REEVES
MF 117511 S	TX30330037-004	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHN THOMAS SMITHER WILLIAMS TRUST, BY JOHN THOMAS SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1198, PAGE 21 - REEVES
MF 117511 T	TX30330037-005	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, EDITH GIBBS WILLIAMS TRUST, BY EDITH GIBBS WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1198, PAGE 11 - REEVES
MF 117511 N	TX30330037-006	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLYDE MICHAEL WILLIAMS, III	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 717 - REEVES
MF 117511 L	TX30330037-007	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHN THOMAS SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 737 - REEVES
MF 117511 K	TX30330037-008	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 747 - REEVES
MF 117511 M	TX30330037-009	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, EDITH GIBBS WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 727 - REEVES
MF 117511 O	TX30330037-010	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 767 - REEVES
MF 117511 R	TX30330037-011	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 757 - REEVES
MF 117511 I	TX30330037-012	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FRANCES R. SNIPE	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 707 - REEVES
MF 117511 E	TX30330037-013	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CRIMSON PROPERTIES, LTD.	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 657 - REEVES
MF 117511 F	TX30330037-014	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	5/16/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 667 - REEVES
MF 117511 J	TX30330037-015	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FLORINE KLUSMANN	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 697 - REEVES
MF 117511 P	TX30330037-016	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 777 - REEVES
MF 117511 Q	TX30330037-017	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 787 - REEVES
MF 117511 G	TX30330037-018	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 687 - REEVES
MF 117511 H	TX30330037-019	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, GERTRUDE J. SMITHER, BY JOHN JACKSON SMITHER, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 677 - REEVES
MF 117511 V	TX30330037-020	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN SMITHER WILLIAMS TRUST, BY KATHLEEN SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 617 - REEVES
MF 117511 D	TX30330037-021	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SARAH HAWLEY DUNNING AND JOHN RICHARD HAWLEY, CO-TRUSTEES OF THE EVA SMITHER HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	5/25/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 647 - REEVES
MF 117511 A	TX30330037-022	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, E. M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1197, PAGE 603 - REEVES
MF 117511 W	TX30330037-023	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILBUR LAWRENCE SMITHER, III ESTATE, BY MARTHA MOSSMAN SMITHER, EXECUTOR	CONOCOPHILLIPS COMPANY	5/16/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL 1233, PAGE 718 - REEVES
MF 117815 C	TX30330038-001	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL 1246, PAGE 636 - REEVES



MF#	APR NUMBER	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	LEASE LEGAL DESCRIPTION	RECORDING
MF 117815 D	TX30330038-002	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 672 - REEVES
MF 117815 H	TX30330038-003	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CRIMSON PROPERTIES, LTD.	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 516 - REEVES
MF 117815 K	TX30330038-004	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, GERTRUDE J. SMITHER, BY JOHN JACKSON SMITHER, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 576 - REEVES
MF 117815 N	TX30330038-005	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, EDITH GIBBS WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	2/4/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 588 - REEVES
MF 117815 M	TX30330038-006	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FLORINE KLUSMANN	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 552 - REEVES
MF 117815 Q	TX30330038-007	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLYDE MICHAEL WILLIAMS, III	CONOCOPHILLIPS COMPANY	2/4/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 600 - REEVES
MF 117815 O	TX30330038-008	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHN THOMAS SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	2/4/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 612 - REEVES
MF 117815 P	TX30330038-009	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	2/4/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 624 - REEVES
MF 117815 R	TX30330038-010	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	2/1/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 648 - REEVES
MF 117815 T	TX30330038-011	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	2/1/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 660 - REEVES
MF 117815 U	TX30330038-012	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	2/1/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 684 - REEVES
MF 117815 G	TX30330038-013	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1248, PAGE 84 - REEVES
MF 117815 F	TX30330038-014	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SARAH HAWLEY DUNNING AND JOHN RICHARD HAWLEY, CO-TRUSTEES OF THE EVA SMITHER HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1248, PAGE 96 - REEVES
MF 117815 Y	TX30330038-015	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLYDE MICHAEL WILLIAMS, III TRUST, BY CLYDE MICHAEL WILLIAMS, III, TRUSTEE	CONOCOPHILLIPS COMPANY	2/4/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1256, PAGE 766 - REEVES
MF 117815 W	TX30330038-016	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHN THOMAS SMITHER WILLIAMS TRUST, BY JOHN THOMAS SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	2/4/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1256, PAGE 734 - REEVES
MF 117815 J	TX30330038-017	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILBUR LAWRENCE SMITHER, III ESTATE, BY MARTHA MOSSMAN SMITHER, EXECUTOR	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1250, PAGE 588 - REEVES
MF 117815 S	TX30330038-018	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	2/1/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1254, PAGE 208 - REEVES
MF 117815 E	TX30330038-019	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, E. M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	2/1/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1257, PAGE 7 - REEVES
MF 117815 I	TX30330038-020	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1250, PAGE 1 - REEVES
MF 117815 L	TX30330038-021	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FRANCES R. SNIPES	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1254, PAGE 250 - REEVES
MF 117815 V	TX30330038-022	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, EDITH GIBBS WILLIAMS TRUST, BY EDITH GIBBS WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	2/4/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1256, PAGE 714 - REEVES
MF 117815 X	TX30330038-023	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN SMITHER WILLIAMS TRUST, BY KATHLEEN SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	2/4/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1256, PAGE 724 - REEVES
MF 117816 F	TX30330039-003	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CRIMSON PROPERTIES, LTD.	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 528 - REEVES
MF 117816 I	TX30330039-004	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, GERTRUDE J. SMITHER, BY JOHN JACKSON SMITHER, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 564 - REEVES
MF 117816 K	TX30330039-005	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FLORINE KLUSMANN	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 540 - REEVES



MF#	APR NUMBER	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	LEASE LEGAL DESCRIPTION	RECORDING
MF 117816 D	TX30330039-006	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SARAH HAWLEY DUNNING AND JOHN RICHARD HAWLEY, CO-TRUSTEES OF THE EVA SMITHER HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1248, PAGE 108 - REEVES
MF 117816 S	TX30330039-007	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	3/1/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1248, PAGE 120 - REEVES
MF 117816 E	TX30330039-008	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1248, PAGE 132 - REEVES
MF 117816 R	TX30330039-009	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	3/1/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1248, PAGE 144 - REEVES
MF 117816 T	TX30330039-010	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, EDITH GIBBS WILLIAMS TRUST, BY EDITH GIBBS WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	3/4/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1250, PAGE 45 - REEVES
MF 117816 U	TX30330039-011	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHN THOMAS SMITHER WILLIAMS TRUST, BY JOHN THOMAS SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	3/4/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1250, PAGE 55 - REEVES
MF 117816 H	TX30330039-012	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILBUR LAWRENCE SMITHER, III ESTATE, BY MARTHA MOSSMAN SMITHER, EXECUTOR	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1250, PAGE 576 - REEVES
MF 117816 Q	TX30330039-013	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	3/1/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1254, PAGE 220 - REEVES
MF 117816 P	TX30330039-014	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	3/1/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1249, PAGE 739 - REEVES
MF 117816 C	TX30330039-015	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, E. M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	3/1/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1257, PAGE 398 - REEVES
MF 117816 G	TX30330039-016	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1250, PAGE 13 - REEVES
MF 117816 J	TX30330039-017	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FRANCES R. SNIPE	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1254, PAGE 238 - REEVES
MF 117816 N	TX30330039-018	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	3/4/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1249, PAGE 775 - REEVES
MF 117816 L	TX30330039-019	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, EDITH GIBBS WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	3/4/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1249, PAGE 751 - REEVES
MF 117816 W	TX30330039-020	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLYDE MICHAEL WILLIAMS, III TRUST, BY CLYDE MICHAEL WILLIAMS, III, TRUSTEE	CONOCOPHILLIPS COMPANY	3/4/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1250, PAGE 35 - REEVES
MF 117816 V	TX30330039-021	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN SMITHER WILLIAMS TRUST, BY KATHLEEN SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	3/4/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1250, PAGE 25 - REEVES
MF 117816 M	TX30330039-022	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHN THOMAS SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	3/4/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1249, PAGE 763 - REEVES
MF 117816 O	TX30330039-023	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLYDE MICHAEL WILLIAMS, III	CONOCOPHILLIPS COMPANY	3/4/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1249, PAGE 787 - REEVES
MF 117816 Y	TX30330039-024	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, PLEASANT STREET LIMITED	THREE RIVERS ACQUISITION III LLC	6/24/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1293, PAGE 387 - REEVES
MF 117816 X	TX30330039-025	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SAGE GREEN COMPANY	THREE RIVERS ACQUISITION III LLC	6/24/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1293, PAGE 373 - REEVES
MF 117550	TX30330054-000	COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE	PROVIDENCE ENERGY OPERATORS, LLC	8/4/2015	CULBERSON	TX	E/2 & SW/4 SECTION 32, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 6, PAGE 180 - CULBERSON
MF 118382	TX30330055-000	COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE	THREE RIVERS ACQUISITION III LLC	1/17/2017	CULBERSON	TX	ALL OF SECTION 8, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 26, PAGE 407 - CULBERSON

END OF EXHIBIT "A"

ID 10625

Execution Version

After recording, return to:

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Capitol Services, Inc.
P.O. Box 1831 Austin, TX 78767
800/345-4647

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Apr 19, 2018 at 04:39:00 PM

MF 112188 A §13

MF 112189 A thru T

MF 112190 A thru T

MF 116842 A thru W

MF 117811 A thru Y

MF 117815 C thru Y

MF 117816 C thru Y

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ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS

§

§

COUNTY OF REEVES

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THIS ASSIGNMENT AND BILL OF SALE (this "Assignment"), effective as of (i) 12:01 a.m. in Houston, Texas on December 1, 2017 or (ii) solely with respect to each Lease listed on Exhibit A-1, Part 2, the effective date set forth on Exhibit A-1, Part 2 for such Lease (the "Effective Date"), is made by **Three Rivers Acquisition III LLC ("3RAC")**, a Delaware limited liability company, with the address of 5301 Southwest Parkway, Suite 400, Austin, Texas 78735, and **Three Rivers Operating Company III LLC ("3ROC")**, a Delaware limited liability company, with the address of 5301 Southwest Parkway, Suite 400, Austin, Texas 78735 (each of 3RAC and 3ROC individually, an "Assignor" and collectively, "Assignors"), to **APR Operating LLC**, a Delaware limited liability company, with the address of 400 W. Illinois, Suite 970, Midland, Texas 79701 ("Assignee"). Assignors and Assignee are each, individually, referred to herein as a "Party" and, collectively, as the "Parties".

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**ARTICLE 1
GRANTING AND HABENDUM; ASSUMPTION**

1.1 Assignment. For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, each Assignor does hereby GRANT, BARGAIN, SELL, TRANSFER, CONVEY, SET OVER, ASSIGN and DELIVER unto Assignee, its successors and assigns, effective for all purposes as of the Effective Date and subject to the matters set forth herein, the Assets. The term "Assets" shall mean all of such Assignor's right, title and interest in and to the following:

(a) all oil and gas leases, oil, gas, and mineral leases and subleases located within the boundaries of the map depicted on Schedule 1.2, including those leases identified on Exhibit A-1, together with all other right, title and interest of Assignor in and to the leasehold estates created thereby, including carried interests, working interests, operating rights, overriding royalty interests, net revenue interests, net profits interests and record title interests, together with all top leases, amendments, renewals, extensions or ratifications thereof (collectively, the "Leases"), and, without limiting the foregoing, all other rights (of whatever character, whether legal or equitable, vested or contingent, and whether or not the same are expired or terminated) in and to the Hydrocarbons in, on, under, and that may be produced from, the lands covered by the



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Reeves County Texas,
Luzanne O. Flores, County Clerk
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Leases or covering the Fee Minerals (as defined in the Purchase Agreement) or any lands pooled, communitized or unitized with the foregoing (the "Lands");

(b) any and all Hydrocarbon, water, CO₂, or injection or disposal wells located on the Leases or Lands, including the wells identified on Exhibit A-2, whether producing, non-producing, permanently or temporarily plugged and abandoned (the "Wells");

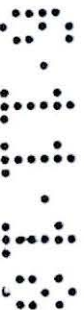
(c) all pooled, communitized, or unitized acreage which includes all or part of any Leases, and all tenements, hereditaments, and appurtenances belonging thereto (including all undivided interests of Assignor derived from the Leases in the production of Hydrocarbons from any such Unit, whether production comes from a Well located on or off a Lease) (the "Units," and, together with the Wells, Leases, Surface Fee Estates (as defined in the Purchase Agreement), Fee Minerals and Lands, the "Properties");

(d) all currently existing contracts, agreements, and instruments pertaining to the other Assets (to the extent applicable to the other Assets) including operating agreements; unitization, pooling, and communitization agreements; declarations and orders; area of mutual interest agreements; farmin and farmout agreements; exchange agreements; purchase and sale agreements and other contracts in which Assignor acquired interests in any other Asset; water agreements; compressor agreements; gathering agreements; agreements for the sale and purchase of Hydrocarbons; disposal agreements, including salt water disposal agreements; transportation agreements; processing agreements; and drilling contracts (excluding the Leases and other instruments constituting Seller's chain of title to the applicable Leases, the "Contracts"), including the Contracts set forth on Schedule 4.5 of the Purchase Agreement;

(e) all easements, surface Permits, surface licenses, servitudes, rights-of-way, surface leases, and other rights to use the surface appurtenant to, or used or held for use in connection with, the Properties or other Assets or the production, treatment, storage, disposal, transportation or processing of Hydrocarbons or other substances thereon or therefrom or disposal of water from the Properties, including those instruments that are set forth on Exhibit A-3 (the "Rights of Way");

(f) to the extent transferable without payment of a fee or other penalty to any third Person under any contract (unless Assignee has separately agreed in writing to pay such fee or other penalty), all equipment, machinery, fixtures, and other tangible personal or mixed property and improvements that are located on the Properties or are used or held for use in connection with the ownership or operation of the Properties or any of the other Assets or the production, treatment, storage, disposal, transportation or processing of Hydrocarbons or other substances produced thereon or therefrom or disposal of water from the Properties (including all wellhead equipment, pumps, pumping units, Hydrocarbon measurement facilities, flowlines, gathering systems, piping, pipelines, compressors, tanks, pads, treatment facilities, injection facilities, disposal facilities, compression facilities, SCADA equipment and transmitters, telecommunications equipment, field radio telemetry and associated frequencies, and other materials, supplies, facilities and machinery) (collectively, the "Equipment");

(g) (A) all Hydrocarbons produced from, or attributable to, the Properties from and after the Effective Date; (B) all Hydrocarbon inventories from or attributable to the Properties



that are in storage on the Effective Date; and, (C) to the extent related or attributable to the Properties, all production, plant, and transportation Imbalances as of the Effective Date (notwithstanding the foregoing, Assignee's rights to the inventories and imbalances described in subsections (g)(B) and (C) shall be satisfied as to Assignor solely pursuant to Sections 2.3(c) and 2.3(d) of the Purchase Agreement);

(h) all indemnity rights, rights under Contracts and all other claims against any third Person to the extent related or attributable to the Assumed Obligations (including claims for adjustments or refunds);

(i) all audit rights, and rights to reimbursement with respect to, all costs and revenues associated with joint interest audits and other audits of Property Costs to the extent related or attributable to the Assumed Obligations or to periods from and after the Effective Date;

(j) any trade credits, accounts receivable, notes receivable, take-or-pay amounts receivable, other receivables and all audit rights to the extent arising under any of the Contracts or otherwise with respect to the Assets for any period from and after the Effective Date;

(k) to the extent assignable, all Permits and filings with any Governmental Authority, in each case, relating to the ownership or operation of the Assets;

(l) all geophysical and related technical data, samples, studies and analyses (in each case) that (i) are transferable without payment of a fee or other penalty to any third Person under any contract (unless Assignee has separately agreed in writing to pay such fee or other penalty), and (ii) relate to or cover any of the Properties or other Assets; and

(m) all files, records, information and data (including electronic BOLO databases and other electronic data), to the extent relating to the Assets, including all lease files, land files, land and title records, division order files, abstracts, title opinions, contract files and well, facility and production records, engineering and/or production files, reserve reports, operations, Environmental Records, production, legal, accounting and Tax records (other than those primarily relating to Income Taxes) (the "Records"), but excluding, in each case the following ("Excluded Records"):

(i) all corporate, financial, Tax, and legal data and records of Assignor that relate to Assignor's business generally (whether or not relating to the Assets);

(ii) any data, software, and records to the extent disclosure or transfer is prohibited or subjected to payment of a fee or other consideration by any license agreement or other agreement, or by applicable Law, and for which after Assignor uses its commercially reasonable efforts to obtain consents from the necessary parties, no consent to transfer has been received, and/or for which Assignee has not agreed in writing to pay the fee or other consideration, as applicable;

(iii) all legal records and legal files of Assignor constituting work product of, and attorney-client privileged communications with, Assignor's legal counsel (other than Leases, title opinions, Contracts, Rights of Way and any environmental reports

prepared by a third Person, but excluding any analyses of Assignor or its Affiliates of such third Person reports);

(iv) data and records relating to the sale of the Assets, including communications with the advisors or representatives of Assignor or its Affiliates;

(v) all personnel records, files, and other similar records that are maintained by Assignor with respect to the Business Employees;

(vi) any data and records solely relating to the Excluded Assets; and

(vii) those originals of, or copies of, as applicable, the data and records retained by Assignor pursuant to Section 12.8(b) of the Purchase Agreement.

EXCEPTING AND RESERVING to Assignors, however, all Excluded Assets (defined below).

TO HAVE AND TO HOLD the Assets, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

1.2 Excluded Assets. Notwithstanding anything to the contrary in Section 1.1 or elsewhere, as used in this Assignment, the "Assets" shall not include any rights with respect to the Excluded Assets. "Excluded Assets" shall mean:

(a) the Excluded Records;

(b) (i) originals and copies of the Records retained by Assignors pursuant to Section 12.8(b) of the Purchase Agreement, (ii) all seismic data, and (iii) all geological, geophysical and related technical data, samples, studies and analyses (in each case) that are not transferable without payment of a fee or other penalty to any third Person under any contract (unless Assignee has separately agreed in writing to pay such fee or other penalty);

(c) Assets excluded from this Assignment pursuant to Section 3.7(a), Section 3.7(b), Section 3.9(e), Section 3.11, or Section 6.1(c) of the Purchase Agreement;

(d) subject to Section 11.5 of the Purchase Agreement, all contracts of insurance and all claims, rights and interests of Assignors or any Affiliate of Assignors (A) under any policy or agreement of insurance or indemnity agreement, (B) under any bond or security instrument, or (C) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of an Asset prior to the Effective Date to the extent not related to an Assumed Obligation;

(e) all of Assignors' proprietary computer software, patents, trade secrets, copyrights, logos, trademarks, trade names, and other intellectual property;

(f) any leased equipment and other leased personal property if such property, or the Contract pursuant to which it was leased, is not freely transferrable without payment of a fee or other consideration, unless Assignee has agreed in writing to pay such fee or consideration;

(g) except as described in Section 1.1(h) herein, all indemnity rights, rights under any Contracts and all other claims of Assignors or any Affiliate of Assignors against any third Person to the extent related or attributable to, periods on or prior to the Effective Date (including claims for adjustments or refunds) or for which Assignors are liable for payment or required to indemnify Assignee under Article 11 of the Purchase Agreement (whether or not such claims are pending or threatened as of the Execution Date or the Closing Date);

(h) except to the extent related or attributable to the Assumed Obligations, all audit rights, and rights to reimbursement with respect to, all costs and revenues associated with joint interest audits and other audits of Property Costs covering periods on or prior to the Effective Date, which adjustments arising from such audits are paid or received prior to the Cut-Off Date;

(i) any refunds, claims for refunds or rights to receive refunds, abatements of Tax or other proceeds with respect to Taxes that are Seller Taxes;

(j) refunds relating to the overpayment of Royalties by or on behalf of Assignors to any Governmental Authority, to the extent relating to Royalties paid with respect to Hydrocarbon production prior to the Effective Date and which are received before, on, or after the Effective Date;

(k) all office equipment, computers, cell phones, pagers and other hardware, personal property, and equipment that relate primarily to Assignors' business generally;

(l) to the extent and only to the extent set forth on Schedule 1.3, all equipment, machinery, fixtures, and other tangible personal property and improvements that (i) have not, prior to the date hereof, been charged or billed to the Properties, (ii) are not charged or billed to the Properties after the date hereof or (iii) do not generate an adjustment to the Unadjusted Purchase Price pursuant to Section 2.3(f)(ii) of the Purchase Agreement;

(m) trade credits, accounts, accounts receivable, and other proceeds, income or revenue accruing before the Effective Date and attributable to the Assets prior to the Effective Date;

(n) whether or not relating to the Assets, any master service agreements;

(o) all (i) funds received from Salt Creek Midstream, LLC prior to the Execution Date and (ii) all contracts (and all rights and obligations associated therewith) with Salt Creek Midstream, LLC, other than the Gas Purchase Agreement dated December 13, 2017 and any amendments thereto, each of which are described on Schedule 4.5 of the Purchase Agreement;

(p) the Seller Benefit Plans;

(q) all of Assignors' vehicles; and

(r) any other assets, contracts or rights (i) which are described on Schedule 1.3, or (ii) which are (A) not described in Section 1.1, (B) not located within or primarily associated with the lands located within the boundaries of the map depicted on Schedule 1.2, or (C) not used or held for use in connection with any Assets located within or primarily associated with the lands located within the boundaries of the map depicted on Schedule 1.2.

ARTICLE 2 SPECIAL WARRANTY OF TITLE AND DISCLAIMERS

2.1 Special Warranty of Title. Each Assignor hereby agrees to warrant and defend Defensible Title to the Assets unto Assignee, its successors and assigns against every Person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under such Assignor, but not otherwise; subject, however, to the Permitted Encumbrances (the "Special Warranty"). The Special Warranty shall survive the Closing without time limit. Each Assignor hereby assigns to Assignee all rights, claims, and causes of action in and to representations, warranties and covenants heretofore given or made by others to such Assignors or their respective predecessors in title with respect to the Assets, and Assignee is specifically subrogated to all rights which such Assignor may have against such Persons, to the extent that such Assignor may legally transfer such rights and grant such subrogation.

2.2 Disclaimers.

(a) EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE 4 OF THE PURCHASE AGREEMENT, THE CERTIFICATES OF ASSIGNORS TO BE DELIVERED AT CLOSING PURSUANT TO SECTION 8.2(f) OF THE PURCHASE AGREEMENT, THIS ASSIGNMENT AND IN THE DEEDS, ASSIGNORS MAKE NO, AND HEREBY EXPRESSLY DISCLAIM, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY AS TO (i) TITLE TO ANY OF THE ASSETS, (ii) THE CONTENTS, CHARACTER, OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT OF ASSIGNORS, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (iii) THE QUANTITY, QUALITY, OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (iv) THE EXISTENCE OF ANY PROSPECT, RECOMPLETION, INFILL, OR STEP-OUT DRILLING OPPORTUNITIES, (v) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (vi) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, OR WHETHER PRODUCTION HAS BEEN CONTINUOUS, OR IN PAYING QUANTITIES, OR ANY PRODUCTION OR DECLINE RATES, (vii) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (viii) INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, (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, CONSULTANTS, REPRESENTATIVES, OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR ANY DISCUSSION OR PRESENTATION RELATING

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Dianne O. Flores, County Clerk
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THERE TO AND (x) COMPLIANCE WITH ANY ENVIRONMENTAL LAW AND FURTHER DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, 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 THE ASSETS ARE BEING TRANSFERRED "AS IS, WHERE IS," WITH ALL FAULTS AND DEFECTS, AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE TO ENTER INTO THIS ASSIGNMENT. ASSIGNORS AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE PROVISIONS IN THIS ASSIGNMENT IN BOLD-TYPE ALL CAPS FONT ARE "CONSPICUOUS" FOR THE PURPOSE OF ANY APPLICABLE LAW, RULE OR ORDER.

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ARTICLE 3 MISCELLANEOUS

3.1 **Construction.** The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. Assignors and Assignee acknowledge that they have participated jointly in the negotiation and drafting of this Assignment and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this Assignment shall not be construed more strictly against one party than another on the grounds of authorship.

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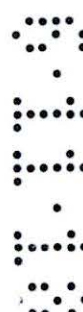
3.2 **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

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3.3 **Governing Law.** This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the Laws of the State of Texas, without giving effect to principles of conflicts of laws that would result in the application of the Laws of another jurisdiction.

3.4 **Dispute Resolution; Venue; Waiver of Jury Trial.** The provisions of Section 12.6 (Dispute Resolution) and Section 12.7 (Venue; Waiver of Jury Trial) of the Purchase Agreement are hereby incorporated into this Section 3.4 by reference, *mutatis mutandis*, as a part hereof.

3.5 **Counterpart Execution.** This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.



3.6 **Recording.** To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the Exhibits and annexes that describes the Assets located in that county. In addition to filing this Assignment, the parties hereto

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Document on file at
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Dianne O. Flores, County Clerk
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shall execute and file with the appropriate Governmental Authorities, whether federal, state or local, all forms or instruments required by applicable Law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein.

3.7 Purchase 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 as of February 16, 2018, by and among Assignors and Assignee (as may be amended from time to time, the "Purchase Agreement") and nothing in this Assignment shall operate to limit, release, or impair any of Assignors' or Assignee's respective rights, obligations, remedies, or indemnities in the Purchase Agreement. Any capitalized terms used but not defined in this Assignment shall have the meaning ascribed to such terms in the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. Notwithstanding the foregoing, third parties may conclusively rely on this Assignment to vest title to the Assets, and all other rights and interests of Assignors therein and thereunder, in Assignee.

3.8 Assumed Obligations and Retained Obligations. Subject to the terms of the Purchase Agreement, Assignee assumes and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid and discharged) all of the Assumed Obligations. Subject to the terms of the Purchase Agreement, Assignors hereby retain and agree to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid and discharged) all of the Retained Obligations.

3.9 Subrogation. Assignee shall be and is subrogated to all covenants and warranties of title by Persons previously given or made to any Assignor or their respective predecessors in title in respect of any of the Assets.

3.10 Further Assurances. Each Assignor covenants and agrees to take such further actions and to execute, acknowledge and deliver all such further documents, including, without limitation, instruments of conveyance and transfer, as are reasonably requested by Assignee to convey and deliver the Assets to Assignee, to perfect Assignee's title thereto, and accomplish the orderly transfer of the Assets to Assignee in the manner contemplated by this Assignment.

3.11 Assignors' Liability. Notwithstanding anything to the contrary in this Assignment or the Purchase Agreement, the Parties agree that each of 3RAC and 3ROC shall be jointly and severally liable for Assignors' obligations and liabilities under this Assignment.

3.12 No Multiple Conveyances. The Assets covered by this Assignment shall not include the properties and interests covered by (x) that certain Mineral Deed between Assignors and Assignee executed contemporaneously herewith and dated effective as of the Effective Date (the "Mineral Deed") or (y) that certain Surface Deed between Assignors and Assignee executed contemporaneously herewith and dated effective as of the Effective Date (the "Surface Deed", and together with the Mineral Deed and this Assignment, the "Instruments of Conveyance"). Assignors and Assignee acknowledge and agree that the Instruments of Conveyance (including

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Brewer County Texas,
Dorote C. Flores, County Clerk
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any and all recorded counterparts thereof) are intended to COLLECTIVELY convey to Assignee all of the "Assets" as defined and described in the Purchase Agreement. Assignors and Assignee acknowledge and agree that the Instruments of Conveyance are not intended to effect multiple conveyances of the same properties or interests in such properties covered hereby or thereby or multiple assumptions by Assignee of the same Assumed Obligations as described in the Purchase Agreement. Further, Assignors and Assignee acknowledge and agree that they may be required to execute separate deeds and assignments covering certain of the Assets conveyed hereby on forms approved by Governmental Authorities or other Persons to effect the conveyances of such Assets. Any such separate deed or assignment (a) shall evidence this Assignment and conveyance of the applicable Assets herein made and shall not constitute any additional conveyance of any of the Assets, (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 Agreement and is not intended to create, and shall not create, any additional representations, warranties or covenants of or by Assignors 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.

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IN WITNESS WHEREOF, this Assignment is executed by the parties hereto on the dates of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Date.

ASSIGNORS:

THREE RIVERS ACQUISITION III LLC

By: [Signature]
Name: Mike Wichterich
Title: President

THREE RIVERS OPERATING COMPANY III LLC

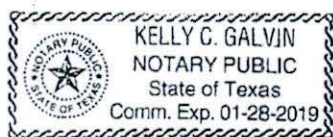
By: [Signature]
Name: Mike Wichterich
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 16th day of April, 2018, by Mike Wichterich, President of Three Rivers Acquisition III LLC, a Delaware limited liability company, on behalf of said limited liability company.

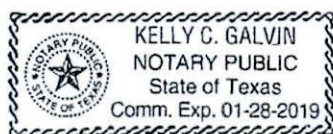


[Signature]
Notary Public - State of Texas

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 16th day of April, 2018, by Mike Wichterich, President of Three Rivers Operating Company III LLC, a Delaware limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public - State of Texas

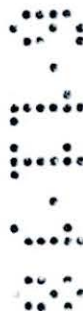
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Notary Public, State of Texas,
[Signature], County Clerk
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ASSIGNEE:

APR OPERATING LLC

By:

Name: Denzil R. West

Title: Chief Executive Officer

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ACKNOWLEDGMENT

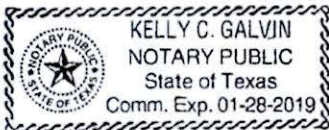
STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 16 day of April, 2018, by Denzil R. West, Chief Executive Officer of APR Operating LLC, a Delaware limited liability company, on behalf of said limited liability company.

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Kelly C. Galvin
Notary Public - State of Texas

Signature Page to Assignment



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document on file at
Brewer County Texas,
Luzanne O. Flores, County Clerk
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EXHIBIT A-1

LEASES

See attached.

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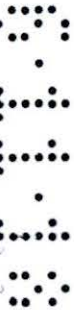


EXHIBIT A-1

Exhibit A-1
Leases

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LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	LEASE LEGAL DESCRIPTION	RECORDING
TX30320010-000	J. LOYD PARKER, III, ET AL	LEGEND NATURAL GAS IV, LP	9/1/2010	CULBERSON & REEVES	TX	N/2 NW/4 SECTION 10, ALL OF SECTION 11, SE/4 SECTION 13, ALL OF SECTION 14, N/2 SECTION 22, SE/4 SECTION 23, ALL OF SECTION 24, BLOCK 52, PSL SURVEY, ALL DEPTHS; ALL OF SECTION 16, N/2 SECTION 17, ALL OF SECTIONS 18 & 21, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 102, PAGE 897 - CULBERSON VOL. 852, PAGE 226 - REEVES
TX30330001-001	JANICE A. PICKENS	CONOCOPHILLIPS COMPANY	12/26/2010	CULBERSON & REEVES	TX	ALL OF SECTION 28, ALL OF SECTION 29 SAVE AND EXCEPT THE W/2 NW/4, ALL OF SECTIONS 33 & 40, BLOCK 45, PSL SURVEY, FROM SURFACE TO 100 FT BELOW THE BASE OF THE WOLFCAMP FORMATION; ALL OF SECTION 41, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 105, PAGE 1 - CULBERSON VOL. 869, PAGE 1 - REEVES
TX30330001-002	RICHARD FOSTER MAYS	CONOCOPHILLIPS COMPANY	2/24/2011	CULBERSON & REEVES	TX	ALL OF SECTION 28, ALL OF SECTION 29 SAVE AND EXCEPT THE W/2 NW/4, ALL OF SECTIONS 33, 40 & 41, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 105, PAGE 35 - CULBERSON VOL. 880, PAGE 415 - REEVES
TX30330001-003	JOHN LANE MAYS	CONOCOPHILLIPS COMPANY	2/24/2011	CULBERSON & REEVES	TX	ALL OF SECTION 28, ALL OF SECTION 29 SAVE AND EXCEPT THE W/2 NW/4, ALL OF SECTIONS 33, 40 & 41, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 105, PAGE 29 - CULBERSON VOL. 880, PAGE 408 - REEVES
TX30330001-004	JANE WILLIAMSON	CONOCOPHILLIPS COMPANY	2/24/2011	CULBERSON & REEVES	TX	ALL OF SECTION 28, ALL OF SECTION 29 SAVE AND EXCEPT THE W/2 NW/4, ALL OF SECTIONS 33, 40 & 41, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 105, PAGE 23 - CULBERSON VOL. 880, PAGE 401 - REEVES
TX30330001-005	MARK J. MUELLER	CONOCOPHILLIPS COMPANY	2/24/2011	CULBERSON & REEVES	TX	ALL OF SECTION 28, ALL OF SECTION 29 SAVE AND EXCEPT THE W/2 NW/4, ALL OF SECTIONS 33, 40 & 41, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 105, PAGE 17 - CULBERSON VOL. 880, PAGE 394 - REEVES
TX30330001-006	GEORGE AND LEANNE POPKO, HUSBAND AND WIFE	CONOCOPHILLIPS COMPANY	2/24/2011	CULBERSON & REEVES	TX	ALL OF SECTION 28, ALL OF SECTION 29 SAVE AND EXCEPT THE W/2 NW/4, ALL OF SECTIONS 33, 40 & 41, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 105, PAGE 11 - CULBERSON VOL. 880, PAGE 387 - REEVES
TX30330001-007	ARLEN T. BOREN	CONOCOPHILLIPS COMPANY	2/24/2011	CULBERSON & REEVES	TX	ALL OF SECTION 28, ALL OF SECTION 29 SAVE AND EXCEPT THE W/2 NW/4, ALL OF SECTIONS 33, 40 & 41, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 105, PAGE 5 - CULBERSON VOL. 880, PAGE 380 - REEVES
TX30330001-008	ANDRE DUCHATEAU, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF ANNIE MAYS DUCHATEAU, DECEASED	BTA OIL PRODUCERS, LLC	11/4/2010	CULBERSON & REEVES	TX	ALL OF SECTION 28, S/2 & E 3/4 OF N/2 OF SECTION 29, ALL OF SECTIONS 33, 40 & 41, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 103, PAGE 850 - CULBERSON VOL. 1020, PAGE 36 - REEVES
TX30330001-009	BHCH MINERAL, LTD., AND FREDERICKSBURG ROYALTY, LTD.	BTA OIL PRODUCERS, LLC	2/7/2011	CULBERSON & REEVES	TX	ALL OF SECTION 28, S/2 & E 3/4 OF N/2 OF SECTION 29, ALL OF SECTIONS 33 & 40, BLOCK 45, PSL SURVEY, FROM SURFACE TO THE BASE OF THE WOLFCAMP FORMATION; ALL OF SECTION 41, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 107, PAGE 272 - CULBERSON VOL. 929, PAGE 87 - REEVES
TX30330001-010	JOHN BENTLEY MAYS	BTA OIL PRODUCERS, LLC	11/2/2010	CULBERSON & REEVES	TX	ALL OF SECTION 28 & N/2 OF SECTION 33, BLOCK 45, PSL SURVEY, FROM SURFACE TO 9,786 FT; ALL OF SECTION 40 & S/2 OF SECTION 33, BLOCK 45, PSL SURVEY, FROM SURFACE TO 9,750 FT; S/2 & E 3/4 OF N/2 OF SECTION 29, BLOCK 45, PSL SURVEY, FROM SURFACE TO 9,645 FT; ALL OF SECTION 41, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 104, PAGE 106 - CULBERSON VOL. 1020, PAGE 56 - REEVES
TX30330001-011	KMP RESOURCES LLC	BTA OIL PRODUCERS, LLC	10/27/2010	CULBERSON & REEVES	TX	ALL OF SECTION 28 & N/2 OF SECTION 33, BLOCK 45, PSL SURVEY, FROM SURFACE TO 9,786 FT; ALL OF SECTION 40 & S/2 OF SECTION 33, BLOCK 45, PSL SURVEY, FROM SURFACE TO 9,750 FT; S/2 & E 3/4 OF N/2 OF SECTION 29, BLOCK 45, PSL SURVEY, FROM SURFACE TO 9,645 FT; ALL OF SECTION 41, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 103, PAGE 853 - CULBERSON VOL. 1020, PAGE 40 - REEVES

This is a Correct Copy of a
 Lease of Oil, Gas, and Minerals,
 in the County of Freestone,
 State of California, County Clerk
 13 of 36

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Page 2 of 11

A 5x5 grid of dots forming the number 99999. The first four digits are formed by a 3x3 block of dots with the center dot missing, and the fifth digit is formed by a 3x3 block of dots with the center dot missing.

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 O. C. H. J. Jones,
 O. H. Jones, County Clerk
14 of 36

**Exhibit A-1
Leases**

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	LEASE LEGAL DESCRIPTION	RECORDING
TX30330001-020	ALPINE ROYALTIES LLC, A WHOLLY OWNED SUBSIDIARY OF NOBLE ROYALTIES, INC.	CONOCOPHILLIPS COMPANY	4/1/2013	CULBERSON & REEVES	TX	ALL OF SECTIONS 28, 33, 40 & ALL OF SECTION 29 LESS AND EXCEPT THE W/2 NW/4, BLOCK 45, PSL SURVEY, FROM SURFACE TO BASE OF WOLFCAMP FORMATION; ALL OF SECTION 41, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 109, PAGE 501 - CULBERSON VOL. 1010, PAGE 12 - REEVES
TX30330001-021	DEBORAH INMAN	CONOCOPHILLIPS COMPANY	3/21/2013	CULBERSON & REEVES	TX	ALL OF SECTIONS 28, 33, 40, 41 & THE S/2 & E 3/4 OF N/2 OF SECTION 29, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 109, PAGE 450 - CULBERSON VOL. 1006, PAGE 771 - REEVES
TX30330001-022	BILLIE L. CARR	CONOCOPHILLIPS COMPANY	3/21/2013	CULBERSON & REEVES	TX	ALL OF SECTIONS 28, 33, 40, 41 & THE S/2 & E 3/4 OF N/2 OF SECTION 29, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 109, PAGE 451 - CULBERSON VOL. 1006, PAGE 769 - REEVES
TX30330001-023	BARBARA J. KING	CONOCOPHILLIPS COMPANY	7/6/2013	CULBERSON & REEVES	TX	ALL OF SECTIONS 28, 33, 40, 41 & THE S/2 & E 3/4 OF N/2 OF SECTION 29, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 109, PAGE 846 - CULBERSON VOL. 1030, PAGE 734 - REEVES
TX30330001-024	BELMONT SISTERS, LP AND PATRICIA PENROSE SCHIEFFER TESTAMENTARY TRUST, BANK OF AMERICA, N.A., AGENT	CONOCOPHILLIPS COMPANY	6/18/2014	CULBERSON & REEVES	TX	ALL OF SECTION 28, S/2 & E 3/4 OF N/2 OF SECTION 29, ALL OF SECTIONS 33 & 40, BLOCK 45, PSL SURVEY, FROM SURFACE TO 100 FT BELOW THE BASE OF THE WOLFCAMP FORMATION; ALL OF SECTION 41, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 114, PAGE 689 - CULBERSON VOL. 1146, PAGE 30 - REEVES
TX30330002-001	HAROLD H. PIGG, TRUSTEE OF THE KELLY AND MARY MILES PIGG FAMILY TRUST	CONOCOPHILLIPS COMPANY	12/30/2010	CULBERSON & REEVES	TX	ALL OF SECTIONS 43, 44 & 45, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 104, PAGE 199 - CULBERSON VOL. 869, PAGE 7 - REEVES
TX30330002-002	WANDA BILLINGS	CONOCOPHILLIPS COMPANY	12/30/2010	CULBERSON & REEVES	TX	ALL OF SECTIONS 43, 44 & 45, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 104, PAGE 202 - CULBERSON VOL. 869, PAGE 3 - REEVES
TX30330003-002	GARY A. MCMILLAN	THREE RIVERS ACQUISITION III LLC	7/1/2016	CULBERSON & REEVES	TX	ALL OF SECTION 45, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 17, PAGE 495 - CULBERSON VOL. 1297, PAGE 56 - REEVES
TX30330003-003	CHERYL A. VITUM, TRUSTEE OF THE VITUM REVOCABLE LIVING TRUST DATED 12/08/1998	THREE RIVERS ACQUISITION III LLC	7/1/2016	CULBERSON & REEVES	TX	ALL OF SECTION 45, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 18, PAGE 11 - CULBERSON VOL. 1304, PAGE 37 - REEVES
TX30330003-004	CONNIE SPECHTENHAUSER, TRUSTEE OF THE SPECHTENHAUSER FAMILY TRUST	THREE RIVERS ACQUISITION III LLC	7/1/2016	CULBERSON & REEVES	TX	ALL OF SECTION 45, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 18, PAGE 10 - CULBERSON VOL. 1304, PAGE 36 - REEVES
TX30330003-005	COSMO INVESTMENTS, LLC	THREE RIVERS ACQUISITION III LLC	9/29/2016	CULBERSON & REEVES	TX	ALL OF SECTION 45, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 20, PAGE 722 - CULBERSON VOL. 1328, PAGE 713 - REEVES
TX30330011-001	LONGHORN ASSOCIATES, INC.	CONOCOPHILLIPS COMPANY	2/25/2014	CULBERSON & REEVES	TX	ALL OF SECTION 28, BLOCK 45; THE EAST PORTION OF SECTION 29 AS MORE FULLY DESCRIBED IN LEASE, BLOCK 45, PSL SURVEY, FROM SURFACE TO 100 FT BELOW THE BASE OF THE WOLFCAMP FORMATION	VOL. 112, PAGE 45 - CULBERSON VOL. 1069, PAGE 523 - REEVES
TX30330011-002	LARRY T. LONG	CONOCOPHILLIPS COMPANY	10/28/2014	CULBERSON & REEVES	TX	ALL OF SECTION 28, BLOCK 45; THE EAST PORTION OF SECTION 29 AS MORE FULLY DESCRIBED IN LEASE, BLOCK 45, PSL SURVEY, FROM SURFACE TO 100 FT BELOW THE BASE OF THE WOLFCAMP FORMATION	VOL. 115, PAGE 85 - CULBERSON VOL. 1146, PAGE 540 - REEVES
TX30330015-001	CHEVRON U.S.A. INC.	CONOCOPHILLIPS COMPANY	10/1/2014	CULBERSON & REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE N/2, SW/4 & W/2 SE/4 SECTION 5, BLOCK 53, PSL SURVEY, FROM SURFACE TO 10,020 FT; ALL OF SECTION 6, BLOCK 53, PSL SURVEY, FROM SURFACE TO 9,950 FT	VOL. 114, PAGE 447 - CULBERSON VOL. 1137, PAGE 245 - REEVES
TX30330016-001	T-76, LLC	PETROHAWK PROPERTIES, LP	10/21/2011	CULBERSON & REEVES	TX	ALL OF SECTION 28, BLOCK 45, PSL SURVEY, FROM THE BASE OF THE DELAWARE MOUNTAIN GROUP TO 100 FT BELOW THE BASE OF THE WOLFCAMP FORMATION	VOL. 107, PAGE 97 - CULBERSON VOL. 910, PAGE 197 - REEVES
TX30330017-001	DELA MINERALS, INC.	PETROHAWK PROPERTIES, LP	10/21/2011	CULBERSON & REEVES	TX	ALL OF SECTIONS 33 & 40, THE S/2, NE/4 & E/2 NW/4 SECTION 29 & ALL OF SECTION 41, BLOCK 45, PSL SURVEY, FROM THE BASE OF THE DELAWARE MOUNTAIN GROUP TO 100 FT BELOW THE BASE OF THE WOLFCAMP FORMATION	VOL. 107, PAGE 99 - CULBERSON VOL. 910, PAGE 195 - REEVES
TX30330020-001	GARY NEIL COVINGTON, TRUSTEE OF THE COVINGTON TRUST	CONOCOPHILLIPS COMPANY	11/18/2014	CULBERSON & REEVES	TX	ALL OF SECTION 28, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 114, PAGE 635 - CULBERSON VOL. 1134, PAGE 315 - REEVES
TX30330025-003	HAROLD H. PIGG, TRUSTEE OF THE KELLY AND MARY MILES PIGG FAMILY TRUST	THREE RIVERS ACQUISITION III LLC	7/1/2016	CULBERSON & REEVES	TX	ALL OF SECTION 4, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 14, PAGE 911 - CULBERSON VOL. 1272, PAGE 329 - REEVES
TX30330025-004	JOHN BILLINGS	THREE RIVERS ACQUISITION III LLC	7/1/2016	CULBERSON & REEVES	TX	ALL OF SECTION 4, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 16, PAGE 489 - CULBERSON VOL. 1287, PAGE 353 - REEVES



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Brewer County Taxes,
Brewer County Clerk
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Page 14 of 36

A 5x5 grid of dots forming the number 95729. The first row has dots at (1,1), (1,2), (1,3), (1,4), and (1,5). The second row has dots at (2,1), (2,2), (2,3), (2,4), and (2,5). The third row has dots at (3,1), (3,2), (3,3), (3,4), and (3,5). The fourth row has dots at (4,1), (4,2), (4,3), (4,4), and (4,5). The fifth row has dots at (5,1), (5,2), (5,3), (5,4), and (5,5).

Exhibit A-1
Leases

112188-B
112188-A
✓ 112189-B
✓ 112189-C
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✓ 112189-D
✓ 112189-E
✓ 112189-F
✓ 112189-T
✓ 112189-Q
✓ 112189-P

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	LEASE LEGAL DESCRIPTION	RECORDING
TX30330006-004	BENNETT MCBRIDE, AN HEIR OF JUANITA L. MCBRIDE, DECEASED	CONOCOPHILLIPS COMPANY	12/27/2010	REEVES	TX	SE/4, NW/4 & SW/4 SECTION 2, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 862, PAGE 546 - REEVES
TX30330006-005	PENNY MANCILLE WILLER	CONOCOPHILLIPS COMPANY	12/27/2010	REEVES	TX	SE/4, NW/4 & SW/4 SECTION 2, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 862, PAGE 542 - REEVES
TX30330006-006	CYNDI MANCILLE JOHNSON	CONOCOPHILLIPS COMPANY	12/27/2010	REEVES	TX	SE/4, NW/4 & SW/4 SECTION 2, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 863, PAGE 475 - REEVES
TX30330006-007	CRISTINE ANNA ELKAN	CONOCOPHILLIPS COMPANY	3/9/2011	REEVES	TX	SE/4, NW/4 & SW/4 SECTION 2, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 873, PAGE 309 - REEVES
TX30330006-008	CLARA IRENE ELKAN VUCETIC	CONOCOPHILLIPS COMPANY	12/14/2010	REEVES	TX	SE/4, NW/4 & SW/4 SECTION 2, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 873, PAGE 317 - REEVES
TX30330007-001	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, REED-GEORGE LAND & MINERALS, LTD	CONOCOPHILLIPS COMPANY	12/31/2010	REEVES	TX	ALL OF SECTION 14, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 868, PAGE 31 - REEVES
TX30330007-002	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, W. W. OATMAN, ET AL	CONOCOPHILLIPS COMPANY	12/31/2010	REEVES	TX	ALL OF SECTION 14, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 868, PAGE 41 - REEVES
TX30330008-001	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	12/23/2010	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 868, PAGE 690 - REEVES
TX30330008-002	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	12/23/2010	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 868, PAGE 680 - REEVES
TX30330008-003	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CRIMSON PROPERTIES, LTD.	CONOCOPHILLIPS COMPANY	3/25/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 715 - REEVES
TX30330008-004	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 385 - REEVES
TX30330008-005	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	3/16/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 495 - REEVES
TX30330008-006	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILBUR L. SMITHER, III	CONOCOPHILLIPS COMPANY	3/16/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 896, PAGE 707 - REEVES
TX30330008-007	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 429 - REEVES
TX30330008-008	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 462 - REEVES
TX30330008-009	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 407 - REEVES
TX30330008-010	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, E. M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 879, PAGE 250 - REEVES
TX30330008-011	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SMITHER PARTNERS	CONOCOPHILLIPS COMPANY	3/28/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 473 - REEVES
TX30330008-012	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, GERTRUDE J. SMITHER	CONOCOPHILLIPS COMPANY	3/28/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 627 - REEVES
TX30330008-013	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FLORINE KLUSSMANN	CONOCOPHILLIPS COMPANY	3/28/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 649 - REEVES
TX30330008-014	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FRANCES R. SNIPES	CONOCOPHILLIPS COMPANY	3/28/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 738 - REEVES
TX30330008-015	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 583 - REEVES
TX30330008-016	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, EDITH WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 561 - REEVES
TX30330008-017	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN C. SMITHER, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 539 - REEVES
TX30330008-018	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHN THOMAS SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 605 - REEVES
TX30330008-019	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLYDE MICHAEL WILLIAMS, III	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 671 - REEVES
TX30330008-020	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SALLY H. DUNNING, TRUSTEE OF THE EVA S. HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	3/25/2011	REEVES	TX	ALL OF SECTION 1, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 693 - REEVES

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17 of 34
County Clerk

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Exhibit A-1
Leases

	LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	LEASE LEGAL DESCRIPTION	RECORDING	
✓	112190-B	TX30330009-001	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	12/23/2010	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 869, PAGE 274 - REEVES
✓	112190-C	TX30330009-002	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	12/23/2010	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 868, PAGE 700 - REEVES
✓	112190-D	TX30330009-003	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CRIMSON PROPERTIES, LTD.	CONOCOPHILLIPS COMPANY	3/25/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 726 - REEVES
✓	112190-H	TX30330009-004	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	3/16/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 506 - REEVES
✓	112190-G	TX30330009-005	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILBUR L. SMITHER, III	CONOCOPHILLIPS COMPANY	3/16/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 896, PAGE 696 - REEVES
✓	112190-M	TX30330009-006	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 396 - REEVES
✓	112190-K	TX30330009-007	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 440 - REEVES
✓	112190-J	TX30330009-008	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 451 - REEVES
✓	112190-L	TX30330009-009	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 418 - REEVES
✓	112190-A	TX30330009-010	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, E. M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	4/1/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 879, PAGE 265 - REEVES
✓	112190-I	TX30330009-011	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SMITHER PARTNERS	CONOCOPHILLIPS COMPANY	3/28/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 484 - REEVES
✓	112190-S	TX30330009-012	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, GERTRUDE J. SMITHER	CONOCOPHILLIPS COMPANY	3/28/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 638 - REEVES
✓	112190-R	TX30330009-013	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FLORINE KLUSMANN	CONOCOPHILLIPS COMPANY	3/28/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 660 - REEVES
✓	112190-N	TX30330009-014	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FRANCES R. SNIPES	CONOCOPHILLIPS COMPANY	3/28/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 749 - REEVES
✓	112190-P	TX30330009-015	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 594 - REEVES
✓	112190-E	TX30330009-016	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, EDITH WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 572 - REEVES
✓	112190-F	TX30330009-017	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN C. SMITHER, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 550 - REEVES
✓	112190-T	TX30330009-018	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHN THOMAS SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 616 - REEVES
✓	112190-Q	TX30330009-019	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLYDE MICHAEL WILLIAMS, III	CONOCOPHILLIPS COMPANY	4/4/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 682 - REEVES
✓	112190-P	TX30330009-020	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SALLY H. DUNNING, TRUSTEE OF THE EVA S. HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	3/25/2011	REEVES	TX	SOUTH 400.98 ACRES OF SECTION 48, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 704 - REEVES
		TX30330010-001	KATHRYN WHITTINGTON, SUCCESSOR TRUSTEE OF THE BASHE FAMILY LIVING TRUST AGREEMENT DATED NOVEMBER 15, 1993	CONOCOPHILLIPS COMPANY	11/7/2013	REEVES	TX	ALL OF SECTION 46, BLOCK 45, PSL SURVEY; ALL OF SECTION 4 LYING WITHIN IN REEVES COUNTY, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1041, PAGE 278 - REEVES
		TX30330012-001	JAMES ROBERT HILL, ET AL	ENERGEN RESOURCES CORPORATION	12/1/2010	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE SOUTH 426.67 ACRES OF SECTION 38, BLOCK 45, PSL SURVEY, FROM THE TOP OF THE BONE SPRING FORMATION TO 100 FT BELOW THE BASE OF THE WOLFCAMP FORMATION	VOL. 863, PAGE 335 - REEVES
		TX30330012-002	FRED W. SHIELD AND COMPANY	THREE RIVERS ACQUISITION III LLC	4/19/2016	REEVES	TX	SOUTH 426.67 ACRES OF SECTION 38, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1287, PAGE 355 - REEVES
		TX30330012-003	THE DE COMPIEGNE PROPERTY COMPANY NO. 20, LTD.	THREE RIVERS ACQUISITION III LLC	4/19/2016	REEVES	TX	SOUTH 426.67 ACRES OF SECTION 38, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1279, PAGE 184 - REEVES

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 Lease O. Hill, County Clerk
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LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	LEASE LEGAL DESCRIPTION	RECORDING
TX30330012-004	OAK VALLEY MINERAL AND LAND, LP	THREE RIVERS ACQUISITION III LLC	4/19/2016	REEVES	TX	SOUTH 426.67 ACRES OF SECTION 38, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1287, PAGE 372 - REEVES
TX30330012-005	KENNEDY MINERALS, LTD.	THREE RIVERS ACQUISITION III LLC	4/19/2016	REEVES	TX	SOUTH 2/3 SECTION 38, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1287, PAGE 357 - REEVES
TX30330012-006	BRUNO AND MARSHALL INVESTMENTS	THREE RIVERS ACQUISITION III LLC	5/18/2016	REEVES	TX	SOUTH 426.67 ACRES OF SECTION 38, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1293, PAGE 371 - REEVES
TX30330012-007	MBR OIL & GAS #1 LTD.	THREE RIVERS ACQUISITION III LLC	8/17/2016	REEVES	TX	SOUTH 426.67 ACRES OF SECTION 38, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1310, PAGE 615 - REEVES
TX30330012-008	MIDTEX ROYALTY II LP	THREE RIVERS ACQUISITION III LLC	8/25/2016	REEVES	TX	SOUTH 2/3 SECTION 38, BLOCK 45, PSL SURVEY CONTAINING 426.67 ACRES, MORE OR LESS, ALL DEPTHS	VOL. 1319, PAGE 637 - REEVES
TX30330013-000	CMC/SC BECKHAM HOLDINGS, L.P., ET AL	CONOCOPHILLIPS COMPANY	6/13/2014	REEVES	TX	NE/4 SECTION 2, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1091, PAGE 315 - REEVES
TX30330014-000	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENTS, CMC/SC BECKHAM HOLDINGS, L.P., ET AL	CONOCOPHILLIPS COMPANY	6/13/2014	REEVES	TX	SE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1091, PAGE 304 - REEVES
TX30330021-001	FROST BANK, TRUSTEE FOR THE RUSSELL GARWOOD TRUST, CASSANDRA GARWOOD TRUST, AND THE SAMANTHA GARWOOD TRUST	CONOCOPHILLIPS COMPANY	11/5/2014	REEVES	TX	E 84 ACRES SECTION 28, E 135 ACRES SECTION 33 & E 160 ACRES SECTION 40, BLOCK 45, PSL SURVEY, AS MORE FULLY DESCRIBED IN LEASE, ALL DEPTHS	VOL. 1137, PAGE 248 - REEVES
TX30330024-001	THE ALLAR COMPANY	CONOCOPHILLIPS COMPANY	3/23/2011	REEVES	TX	W/2 SECTION 3, BLOCK 53, PSL SURVEY, FROM SURFACE TO 9,694 FT; SE/4 & W/2 NE/4 SECTION 3, BLOCK 53, PSL SURVEY, FROM SURFACE TO 9,961 FT	VOL. 1062, PAGE 147 - REEVES
TX30330028-001	EDWARD ARMSTRONG ELKAN, III	CONOCOPHILLIPS COMPANY	2/7/2011	REEVES	TX	SE/4, NW/4 & SW/4 SECTION 2; ALL OF SECTION 11, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 871, PAGE 744 - REEVES
TX30330029-001	PATRICIA GOBLE, AN HEIR OF JUANITA L. MCBRIDE, DECEASED	CONOCOPHILLIPS COMPANY	3/24/2011	REEVES	TX	E/2 NE/4 SECTION 3, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 879, PAGE 579 - REEVES
TX30330029-002	FERN SAWYER WARD	CONOCOPHILLIPS COMPANY	3/24/2011	REEVES	TX	E/2 NE/4 SECTION 3, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 879, PAGE 593 - REEVES
TX30330029-003	SCHARBAUER ALSTON WARD	CONOCOPHILLIPS COMPANY	3/24/2011	REEVES	TX	E/2 NE/4 SECTION 3, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 879, PAGE 589 - REEVES
TX30330029-004	PATSY RUTH ALSTON WARD	CONOCOPHILLIPS COMPANY	3/23/2011	REEVES	TX	E/2 NE/4 SECTION 3, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 879, PAGE 597 - REEVES
TX30330029-005	CLARA IRENE ELKAN VUCETIC	CONOCOPHILLIPS COMPANY	3/24/2011	REEVES	TX	E/2 NE/4 SECTION 3, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 142 - REEVES
TX30330029-006	CYNDI MANCILLE JOHNSON	CONOCOPHILLIPS COMPANY	3/24/2011	REEVES	TX	E/2 NE/4 SECTION 3, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 138 - REEVES
TX30330029-007	PENNY MANCILLE WILLER	CONOCOPHILLIPS COMPANY	3/24/2011	REEVES	TX	E/2 NE/4 SECTION 3, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 877, PAGE 158 - REEVES
TX30330029-008	BENNETT MCBRIDE, AN HEIR OF JUANITA L. MCBRIDE, DECEASED	CONOCOPHILLIPS COMPANY	3/24/2011	REEVES	TX	E/2 NE/4 SECTION 3, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 880, PAGE 424 - REEVES
TX30330029-009	BILL M. CLIFFORD, AN HEIR OF JUANITA L. MCBRIDE, DECEASED	CONOCOPHILLIPS COMPANY	3/24/2011	REEVES	TX	E/2 NE/4 SECTION 3, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 880, PAGE 428 - REEVES
TX30330029-010	EDWARD ARMSTRONG ELKAN, III	CONOCOPHILLIPS COMPANY	3/23/2011	REEVES	TX	E/2 NE/4 SECTION 3, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 880, PAGE 432 - REEVES
TX30330029-011	JASON ELKAN	CONOCOPHILLIPS COMPANY	6/16/2011	REEVES	TX	E/2 NE/4 SECTION 3, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 896, PAGE 332 - REEVES
TX30330029-012	CRISTINE ANNA ELKAN	CONOCOPHILLIPS COMPANY	8/15/2012	REEVES	TX	E/2 NE/4 SECTION 3, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 967, PAGE 604 - REEVES
TX30330031-001	PATRICIA FIELDS LEE, ALSO KNOWN AS PATRICIA D. LEE AND HER HUSBAND, BILL LEE	CONOCOPHILLIPS COMPANY	8/4/2011	REEVES	TX	S/2 & NW/4 SECTION 2; E/2 NE/4 SECTION 3; ALL OF SECTION 11, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 918, PAGE 470 - REEVES
TX30330031-002	WELLS FARGO BANK, N.A., AGENT FOR DESERT WATERFALL LLC	CONOCOPHILLIPS COMPANY	6/5/2012	REEVES	TX	E/2 NE/4 SECTION 3, FROM SURFACE TO 9,909 FT; S/2 OF SECTION 11, BLOCK 53, PSL SURVEY, FROM SURFACE TO 9,829 FT; S/2 & NW/4 SECTION 2, N/2 OF SECTION 11, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 956, PAGE 497 - REEVES
TX30330031-003	WELLS FARGO BANK, N.A., TRUSTEE OF THE ADRIANA ELKAN TRUST	CONOCOPHILLIPS COMPANY	6/5/2012	REEVES	TX	E/2 NE/4 SECTION 3, FROM SURFACE TO 9,909 FT; S/2 OF SECTION 11, BLOCK 53, PSL SURVEY, FROM SURFACE TO 9,829 FT; S/2 & NW/4 SECTION 2, N/2 OF SECTION 11, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 956, PAGE 499 - REEVES
TX30330031-004	WELLS FARGO BANK, N.A., TRUSTEE OF THE ALSTON ELKAN TRUST	CONOCOPHILLIPS COMPANY	6/5/2012	REEVES	TX	E/2 NE/4 SECTION 3, FROM SURFACE TO 9,909 FT; S/2 OF SECTION 11, BLOCK 53, PSL SURVEY, FROM SURFACE TO 9,829 FT; S/2 & NW/4 SECTION 2, N/2 OF SECTION 11, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 956, PAGE 501 - REEVES

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LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	LEASE LEGAL DESCRIPTION	RECORDING
TX30330031-005	PRISCILLA F. GILMORE	CONOCOPHILLIPS COMPANY	5/10/2012	REEVES	TX	NW/4, SW/4 & SE/4 SECTION 2; E/2 NE/4 SECTION 3; ALL OF SECTION 11, BLOCK 53, PSL SURVEY, FROM SURFACE TO 100 FT BELOW THE BASE OF THE WOLFCAMP FORMATION	VOL. 973, PAGE 283 - REEVES
TX30330031-006	HAROLD ALSTON ELKAN AND NANCY HASTINGS ELKAN	CONOCOPHILLIPS COMPANY	8/15/2012	REEVES	TX	E/2 NE/4 SECTION 3, FROM SURFACE TO 9,909 FT; S/2 OF SECTION 11, BLOCK 53, PSL SURVEY, FROM SURFACE TO 9,829 FT; S/2 & NW/4 SECTION 2, N/2 OF SECTION 11, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 973, PAGE 30 - REEVES
TX30330031-007	JACK C. PROVINE, WILLIAM PROVINE AND ROBERT PROVINE	PETROHAWK PROPERTIES, LP	4/27/2012	REEVES	TX	E/2 NE/4 SECTION 3; S/2 SECTION 11, BLOCK 53, PSL SURVEY, FROM SURFACE TO 100 FT BELOW THE BASE OF THE WOLFCAMP FORMATION; W/2 & SE/4 SECTION 2; N/2 SECTION 11, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 946, PAGE 234 - REEVES
TX30330037-001	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	4/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 637 - REEVES
TX30330037-002	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	4/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 627 - REEVES
TX30330037-003	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLYDE MICHAEL WILLIAMS, III TRUST, BY CLYDE MICHAEL WILLIAMS, III, TRUSTEE	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1198, PAGE 1 - REEVES
TX30330037-004	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHN THOMAS SMITHER WILLIAMS TRUST, BY JOHN THOMAS SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1198, PAGE 21 - REEVES
TX30330037-005	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, EDITH GIBBS WILLIAMS TRUST, BY EDITH GIBBS WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1198, PAGE 11 - REEVES
TX30330037-006	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLYDE MICHAEL WILLIAMS, III	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 717 - REEVES
TX30330037-007	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHN THOMAS SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 737 - REEVES
TX30330037-008	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 747 - REEVES
TX30330037-009	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, EDITH GIBBS WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 727 - REEVES
TX30330037-010	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 767 - REEVES
TX30330037-011	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 757 - REEVES
TX30330037-012	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FRANCES R. SNIPES	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 707 - REEVES
TX30330037-013	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CRIMSON PROPERTIES, LTD.	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 657 - REEVES
TX30330037-014	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	5/16/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 667 - REEVES
TX30330037-015	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FLORINE KLUSSMANN	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 697 - REEVES
TX30330037-016	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 777 - REEVES
TX30330037-017	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 787 - REEVES

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Exhibit A-1
Leases

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	LEASE LEGAL DESCRIPTION	RECORDING
117511-G TX30330037-018	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 687 - REEVES
117511-H TX30330037-019	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, GERTRUDE J. SMITHER, BY JOHN JACKSON SMITHER, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 677 - REEVES
117511-V TX30330037-020	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN SMITHER WILLIAMS TRUST, BY KATHLEEN SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 617 - REEVES
117511-D TX30330037-021	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SARAH HAWLEY DUNNING AND JOHN RICHARD HAWLEY, CO-TRUSTEES OF THE EVA SMITHER HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	5/25/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 647 - REEVES
117511-A TX30330037-022	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, E. M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	5/23/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1197, PAGE 603 - REEVES
117511-W TX30330037-023	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILBUR LAWRENCE SMITHER, III ESTATE, BY MARTHA MOSSMAN SMITHER, EXECUTOR	CONOCOPHILLIPS COMPANY	5/16/2015	REEVES	TX	W/2 & NE/4 SECTION 47, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1233, PAGE 718 - REEVES
117815-C TX30330038-001	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SAGE GREEN COMPANY	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 636 - REEVES
117815-D TX30330038-002	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, PLEASANT STREET LIMITED	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 672 - REEVES
✓ → 117815-H TX30330038-003	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CRIMSON PROPERTIES, LTD.	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 516 - REEVES
117815-K TX30330038-004	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, GERTRUDE J. SMITHER, BY JOHN JACKSON SMITHER, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 576 - REEVES
117815-N TX30330038-005	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, EDITH GIBBS WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	2/4/2016	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 588 - REEVES
117815-M TX30330038-006	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FLORINE KLUSMANN	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 552 - REEVES
117815-Q TX30330038-007	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLYDE MICHAEL WILLIAMS, III	CONOCOPHILLIPS COMPANY	2/4/2016	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 600 - REEVES
117815-O TX30330038-008	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHN THOMAS SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	2/4/2016	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 612 - REEVES
117815-P TX30330038-009	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	2/4/2016	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 624 - REEVES
117815-R TX30330038-010	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	2/1/2016	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 648 - REEVES
117815-T TX30330038-011	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	2/1/2016	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 660 - REEVES
117815-U TX30330038-012	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	2/1/2016	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 684 - REEVES
117815-G TX30330038-013	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1248, PAGE 84 - REEVES
117815-F TX30330038-014	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SARAH HAWLEY DUNNING AND JOHN RICHARD HAWLEY, CO-TRUSTEES OF THE EVA SMITHER HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1248, PAGE 96 - REEVES

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Exhibit A-1
Leases

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	LEASE LEGAL DESCRIPTION	RECORDING
117815-Y TX30330038-015	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLYDE MICHAEL WILLIAMS, III TRUST, BY CLYDE MICHAEL WILLIAMS, III, TRUSTEE	CONOCOPHILLIPS COMPANY	2/4/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1256, PAGE 766 - REEVES
117815W TX30330038-016	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHN THOMAS SMITHER WILLIAMS TRUST, BY JOHN THOMAS SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	2/4/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1256, PAGE 734 - REEVES
117815-J TX30330038-017	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILBUR LAWRENCE SMITHER, III ESTATE, BY MARTHA MOSSMAN SMITHER, EXECUTOR	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1250, PAGE 588 - REEVES
117815-S TX30330038-018	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	2/1/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1254, PAGE 208 - REEVES
117815-E TX30330038-019	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, E. M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	2/1/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1257, PAGE 7 - REEVES
117815-I TX30330038-020	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1250, PAGE 1 - REEVES
117815-L TX30330038-021	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FRANCES R. SNIPES	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1254, PAGE 250 - REEVES
117815-V TX30330038-022	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, EDITH GIBBS WILLIAMS TRUST, BY EDITH GIBBS WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	2/4/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1256, PAGE 714 - REEVES
117815-X TX30330038-023	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN SMITHER WILLIAMS TRUST, BY KATHLEEN SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	2/4/2016	REEVES	TX	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 & E/2 W/2 SECTION 13, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1256, PAGE 724 - REEVES
117816-F TX30330039-003	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CRIMSON PROPERTIES, LTD.	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 528 - REEVES
117816-I TX30330039-004	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, GERTRUDE J. SMITHER, BY JOHN JACKSON SMITHER, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 564 - REEVES
117816-K TX30330039-005	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FLORINE KLUSSMANN	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1246, PAGE 540 - REEVES
117816-D TX30330039-006	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SARAH HAWLEY DUNNING AND JOHN RICHARD HAWLEY, CO-TRUSTEES OF THE EVA SMITHER HAWLEY FAMILY TRUST	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1248, PAGE 108 - REEVES
117816-S TX30330039-007	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY LEE NICHOLS	CONOCOPHILLIPS COMPANY	3/1/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1248, PAGE 120 - REEVES
117816-E TX30330039-008	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARY SUE COFFMAN	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1248, PAGE 132 - REEVES
117816-R TX30330039-009	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, MARK B. WOODWARD	CONOCOPHILLIPS COMPANY	3/1/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1248, PAGE 144 - REEVES
117816-T TX30330039-010	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, EDITH GIBBS WILLIAMS TRUST, BY EDITH GIBBS WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	3/4/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1250, PAGE 45 - REEVES
117816-U TX30330039-011	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHN THOMAS SMITHER WILLIAMS TRUST, BY JOHN THOMAS SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	3/4/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1250, PAGE 55 - REEVES
117816-H TX30330039-012	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILBUR LAWRENCE SMITHER, III ESTATE, BY MARTHA MOSSMAN SMITHER, EXECUTOR	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1250, PAGE 576 - REEVES
117816-G TX30330039-013	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WILLIAM ROBINSON WOODWARD	CONOCOPHILLIPS COMPANY	3/1/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1254, PAGE 220 - REEVES



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County Clerk

Exhibit A-1
Leases

	LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	COUNTY	STATE	LEASE LEGAL DESCRIPTION	RECORDING
117816-P	TX30330039-014	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, WALTER WOODWARD, JR.	CONOCOPHILLIPS COMPANY	3/1/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1249, PAGE 739 - REEVES
117816-C	TX30330039-015	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, E. M. SMITHER COMPANY	CONOCOPHILLIPS COMPANY	3/1/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1257, PAGE 398 - REEVES
117816-G	TX30330039-016	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SMITHER ASSET MANAGEMENT LLC	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1250, PAGE 13 - REEVES
117816-J	TX30330039-017	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, FRANCES R. SNIPES	CONOCOPHILLIPS COMPANY	2/23/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1254, PAGE 238 - REEVES
117816-N	TX30330039-018	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	3/4/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1249, PAGE 775 - REEVES
117816-L	TX30330039-019	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, EDITH GIBBS WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	3/4/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1249, PAGE 751 - REEVES
117816-W	TX30330039-020	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLYDE MICHAEL WILLIAMS, III TRUST, BY CLYDE MICHAEL WILLIAMS, III, TRUSTEE	CONOCOPHILLIPS COMPANY	3/4/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1250, PAGE 35 - REEVES
117816-V	TX30330039-021	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, KATHLEEN SMITHER WILLIAMS TRUST, BY KATHLEEN SMITHER WILLIAMS, TRUSTEE	CONOCOPHILLIPS COMPANY	3/4/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1250, PAGE 25 - REEVES
117816-M	TX30330039-022	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, JOHN THOMAS SMITHER WILLIAMS, BY CLYDE MICHAEL WILLIAMS, III, ATTORNEY-IN-FACT	CONOCOPHILLIPS COMPANY	3/4/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1249, PAGE 763 - REEVES
117816-G	TX30330039-023	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, CLYDE MICHAEL WILLIAMS, III	CONOCOPHILLIPS COMPANY	3/4/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1249, PAGE 787 - REEVES
117816-Y	TX30330039-024	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, PLEASANT STREET LIMITED	THREE RIVERS ACQUISITION III LLC	6/24/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1293, PAGE 387 - REEVES
117816-X	TX30330039-025	STATE OF TEXAS, ACTING BY AND THROUGH ITS AGENT, SAGE GREEN COMPANY	THREE RIVERS ACQUISITION III LLC	6/24/2016	REEVES	TX	E/2 W/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1293, PAGE 373 - REEVES
	TX30330040-001	ECHO MINERALS AC, LLC	CONOCOPHILLIPS COMPANY	3/1/2016	REEVES	TX	SE/4, NW/4 & SW/4 SECTION 2; N/2 SECTION 11, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1257, PAGE 696 - REEVES
	TX30330040-002	SUE MITCHAM	CONOCOPHILLIPS COMPANY	2/12/2016	REEVES	TX	SE/4, NW/4 & SW/4 SECTION 2; N/2 SECTION 11, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1254, PAGE 194 - REEVES
	TX30330040-003	JOEL BEZINQUE	THREE RIVERS ACQUISITION III LLC	4/26/2016	REEVES	TX	W/2 & SE/4 SECTION 2; N/2 SECTION 11, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1275, PAGE 331 - REEVES
	TX30330040-004	PAUL BEZINQUE	THREE RIVERS ACQUISITION III LLC	5/5/2016	REEVES	TX	W/2 & SE/4 SECTION 2; N/2 SECTION 11, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1275, PAGE 332 - REEVES
	TX30330040-005	MIDLAND AOG PARTNERS, LTD.	THREE RIVERS ACQUISITION III LLC	8/15/2016	REEVES	TX	W/2 & SE/4 SECTION 2; N/2 SECTION 11, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1319, PAGE 788 - REEVES
	TX30330041-000	TEXAS PYTHIAN HOME, INC.	CONOCOPHILLIPS COMPANY	12/30/2010	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE NE/4 SECTION 10, BLOCK 53, PSL SURVEY, FROM SURFACE TO 100 FT BELOW THE BASE OF THE WOLF CAMP FORMATION	VOL. 864, PAGE 394 - REEVES
	TX30330046-001	THE ALLAR COMPANY	THREE RIVERS ACQUISITION III LLC	9/8/2016	REEVES	TX	ALL OF SECTION 46, BLOCK 45, PSL SURVEY, ALL DEPTHS	VOL. 1319, PAGE 570 - REEVES
	TX30330053-000	CMC/SPRING GAP PARTNERS, LP, ET AL	ENERGEN RESOURCES CORPORATION	5/15/2014	REEVES	TX	INsofar AND ONLY INsofar AS LEASE COVERS THE W/2 E/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1093, PAGE 94 - REEVES
	TX30330056-000	TEXAS PYTHIAN HOME, INC.	THREE RIVERS ACQUISITION III LLC	10/8/2017	REEVES	TX	N/2 NW/4 & SW/4 SW/4 SECTION 10, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1510, PAGE 554 - REEVES
	TX30330057-000	CMC/SPRING GAP PARTNERS, LP, ET AL	THREE RIVERS ACQUISITION III LLC	1/1/2018	REEVES	TX	E/2 E/2 SECTION 12, BLOCK 53, PSL SURVEY, ALL DEPTHS	VOL. 1529, PAGE 220 - REEVES

End of Exhibit A-1

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EXHIBIT A-2

WELLS

See attached.

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EXHIBIT A-2

Exhibit A-2
Wells

3ROC PROPERTY NUMBER	WELL NAME	API NUMBER	OPERATOR	COUNTY	STATE
3420032	BROKEN SPOKE SWD 1	42-389-35194	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420057	COTTONWOOD WEST 1606H	42-389-35534	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420046	DR PEPPER UNIT 46-39 2H	42-389-35376	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420069	DUBLIN STATE UNIT 6H	42-389-36132	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420103	MISTER PIBB 45 10H (f/k/a ZERO 45 10H)	42-389-36591	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420023	OATMAN STATE UNIT 11-14 1H	42-389-34296	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420024	OATMAN UNIT 11-2 1H	42-389-34294	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420053	OATMAN UNIT 11-2 2H	42-389-35455	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420041	OATMAN UNIT 11-2 6H	42-389-35305	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420028	OATMAN WC 3 1H	42-389-33438	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420029	PYTHIAN UNIT A 10-3 1H	42-389-34279	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420104	RED BULL STATE UNIT 7H	42-389-36789	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420030	SMITHER STATE 1 2H	42-389-33850	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420085	SMITHER STATE 1 6H	42-389-36377	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420031	SMITHER STATE 13 2H	42-389-33816	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420059	SMITHER STATE UNIT 12-13 2H	42-389-35531	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420089	SMITHER STATE UNIT 47-38 2H	42-389-36418	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX
3420044	SMITHER STATE UNIT 47-38 6H	42-389-35332	THREE RIVERS OPERATING COMPANY III LLC	REEVES	TX

End of Exhibit A-2

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This is a Certified Copy of a
 document filed with the County Clerk
 of Reeves County, Texas.
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EXHIBIT A-3
RIGHTS OF WAY

See attached.

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EXHIBIT A-3

True & Correct Copy of a
Certificate of
Payable to Taxes,
Public C. Finance, County Clerk
Page 26 of 36

Exhibit A-3
Rights-of-Way
 Pipeline Rights-of-Way and Easements

CONTRACT NUMBER	CONTRACT DESCRIPTION	GRANTOR	GRANTEE	EFFECTIVE DATE	COUNTY	STATE	RECORDING
ROW3032-0003	RIGHT-OF-WAY AGREEMENT	LOWE ROYALTY PARTNERS, LP, A TEXAS LIMITED PARTNERSHIP	HAWK FIELD SERVICES, LLC	1/16/2012	REEVES	TX	VOL 928, PAGE 33 - REEVES
ROW3032-0014	RIGHT-OF-WAY AGREEMENT	TEXAS PYTHIAN HOME, INC.	THREE RIVERS OPERATING COMPANY III LLC	7/12/2017	REEVES	TX	VOL 1465, PAGE 192 - REEVES
ROW3032-0015	PIPELINE EASEMENT AGREEMENT	BLAKE OIL AND GAS CORPORATION	THREE RIVERS OPERATING COMPANY III LLC	6/16/2017	REEVES	TX	VOL 1465, PAGE 185 - REEVES
ROW3032-0016	PIPELINE RIGHT-OF-WAY EASEMENT	THE HENDERSON RANCH & MINERALS TRUST	THREE RIVERS OPERATING COMPANY III LLC	8/1/2017	REEVES	TX	VOL 1480, PAGE 356 - REEVES
ROW3032-0017	PIPELINE RIGHT-OF-WAY AND EASEMENT	HELEN HENDERSON WEST, TRUSTEE OF THE HELEN HENDERSON WEST 2000 REVOCABLE TRUST	THREE RIVERS OPERATING COMPANY III LLC	7/26/2017	REEVES	TX	VOL 1463, PAGE 105 - REEVES
ROW3033-0001	PIPELINE EASEMENT AGREEMENT	PLEASANT STREET LIMITED, ET AL	CONOCOPHILLIPS COMPANY	5/7/2014	REEVES	TX	VOL 1108, PAGE 334 - REEVES
ROW3033-0002	PIPELINE EASEMENT AGREEMENT	PLEASANT STREET LIMITED, ET AL	CONOCOPHILLIPS COMPANY	5/7/2014	REEVES	TX	VOL 1108, PAGE 382 - REEVES
ROW3033-0003	RIGHT-OF-WAY CONTRACT	TEXAS PYTHIAN HOME, INC.	CONOCOPHILLIPS COMPANY	2/7/2013	REEVES	TX	VOL 1007, PAGE 453 - REEVES
ROW3033-0004	RIGHT-OF-WAY CONTRACT	WANDA L. BILLINGS	CONOCOPHILLIPS COMPANY	3/1/2012	REEVES	TX	VOL 937, PAGE 65 - REEVES
ROW3033-0008	RIGHT-OF-WAY CONTRACT	PATSY BALL	CONOCOPHILLIPS COMPANY	3/1/2012	REEVES	TX	VOL 937, PAGE 47 - REEVES
ROW3033-0009	RIGHT-OF-WAY CONTRACT	CHARLOTTE T. WHALEY	CONOCOPHILLIPS COMPANY	3/1/2012	REEVES	TX	VOL 937, PAGE 53 - REEVES
ROW3033-0010	RIGHT-OF-WAY CONTRACT	KELLY AND MARY MILES PIGG FAMILY TRUST	CONOCOPHILLIPS COMPANY	3/1/2012	REEVES	TX	VOL 937, PAGE 71 - REEVES
ROW3033-0011	RIGHT-OF-WAY CONTRACT	TONY MASARWEH	CONOCOPHILLIPS COMPANY	2/15/2012	REEVES	TX	VOL 937, PAGE 108 - REEVES
ROW3033-0012	PIPELINE RIGHT-OF-WAY AND EASEMENT	BLAKE OIL & GAS CORPORATION	CONOCOPHILLIPS COMPANY	3/1/2012	REEVES	TX	VOL 937, PAGE 27 - REEVES
ROW3033-0013	RIGHT-OF-WAY CONTRACT	W. W. OATMAN, ET AL	CONOCOPHILLIPS COMPANY	3/1/2012	REEVES	TX	VOL 937, PAGE 34 - REEVES
ROW3033-0014	PIPELINE EASEMENT AGREEMENT	TEXAS PYTHIAN HOME, INC.	CONOCOPHILLIPS COMPANY	4/1/2012	REEVES	TX	VOL 937, PAGE 20 - REEVES
ROW3033-0016	RIGHT-OF-WAY CONTRACT	J. R. MEEKER TRUST, ET AL	CONOCOPHILLIPS COMPANY	3/15/2012	REEVES	TX	VOL 941, PAGE 416 - REEVES
ROW3033-0017	EASEMENT ONE OIL/GAS PIPE LINE	DALTEX MUNN ASSOCIATES	CONOCOPHILLIPS COMPANY	3/12/2012	REEVES	TX	VOL 937, PAGE 101 - REEVES
ROW3033-0018	RIGHT-OF-WAY CONTRACT	JON ROBERT FLYNT AND CAROLE FLYNT	CONOCOPHILLIPS COMPANY	3/1/2012	REEVES	TX	VOL 937, PAGE 59 - REEVES
ROW3033-0019	RIGHT-OF-WAY CONTRACT	WILLIAM W. WEEKS	CONOCOPHILLIPS COMPANY	3/15/2012	REEVES	TX	VOL 937, PAGE 41 - REEVES
ROW3033-0020	RIGHT-OF-WAY CONTRACT	JAY AND DORIS HENDRICKS	CONOCOPHILLIPS COMPANY	2/15/2012	REEVES	TX	VOL 937, PAGE 114 - REEVES
ROW3033-0021	RIGHT-OF-WAY CONTRACT	LOVEN AND ISOLINE LITCHMORE	CONOCOPHILLIPS COMPANY	2/15/2012	REEVES	TX	VOL 937, PAGE 120 - REEVES
ROW3033-0022	RIGHT-OF-WAY CONTRACT	DONALD M. BROWN AND MELINDA G. BROWN	CONOCOPHILLIPS COMPANY	5/1/2012	REEVES	TX	VOL 944, PAGE 9 - REEVES
ROW3033-0023	RIGHT-OF-WAY CONTRACT	ALINA R. CABRAL AND SHANE MATTHEW TARKALSON	CONOCOPHILLIPS COMPANY	5/1/2012	REEVES	TX	VOL 941, PAGE 394 - REEVES
ROW3033-0024	RIGHT-OF-WAY CONTRACT	CHUN YOUN	CONOCOPHILLIPS COMPANY	2/15/2012	REEVES	TX	VOL 941, PAGE 462 - REEVES
ROW3033-0025	RIGHT-OF-WAY CONTRACT	DAVID WILLIAMS	CONOCOPHILLIPS COMPANY	3/15/2012	REEVES	TX	VOL 941, PAGE 456 - REEVES
ROW3033-0026	RIGHT-OF-WAY CONTRACT	DONALD R. CARROLL JR.	CONOCOPHILLIPS COMPANY	3/5/2012	REEVES	TX	VOL 941, PAGE 444 - REEVES
ROW3033-0027	RIGHT-OF-WAY CONTRACT	LLWELLYN A. AUBERTIN	CONOCOPHILLIPS COMPANY	3/15/2012	REEVES	TX	VOL 941, PAGE 450 - REEVES
ROW3033-0028	RIGHT-OF-WAY CONTRACT	ADELLE HALEY AND CYNTHIA CLAYTON	CONOCOPHILLIPS COMPANY	5/15/2012	REEVES	TX	VOL 941, PAGE 701 - REEVES
ROW3033-0029	RIGHT-OF-WAY CONTRACT	LANCE ALLEN	CONOCOPHILLIPS COMPANY	5/1/2012	REEVES	TX	VOL 941, PAGE 432 - REEVES
ROW3033-0030	RIGHT-OF-WAY CONTRACT	JACQUES JULMIS AND WIFE, ALEXINETTE V. JULMIS	CONOCOPHILLIPS COMPANY	5/15/2012	REEVES	TX	VOL 957, PAGE 314 - REEVES
ROW3033-0031	RIGHT-OF-WAY CONTRACT	CHUN YOUN	CONOCOPHILLIPS COMPANY	2/15/2012	REEVES	TX	VOL 937, PAGE 126 - REEVES
ROW3033-0032	RIGHT-OF-WAY CONTRACT	CLIFFORD LABADY	CONOCOPHILLIPS COMPANY	2/15/2012	REEVES	TX	VOL 937, PAGE 132 - REEVES
ROW3033-0033	RIGHT-OF-WAY CONTRACT	JOSEPH-BENARD FORGUE	CONOCOPHILLIPS COMPANY	2/15/2012	REEVES	TX	VOL 941, PAGE 438 - REEVES
ROW3033-0034	RIGHT-OF-WAY CONTRACT	JOSEPH-BENARD FORGUE	CONOCOPHILLIPS COMPANY	2/15/2012	REEVES	TX	VOL 937, PAGE 144 - REEVES
ROW3033-0035	RIGHT-OF-WAY CONTRACT	JEAN LUCNER GARCON	CONOCOPHILLIPS COMPANY	2/15/2012	REEVES	TX	VOL 937, PAGE 138 - REEVES
ROW3033-0036	RIGHT-OF-WAY CONTRACT	ROBERT W. HRABOVSKY AND DIANA H. HRABOVSKY	CONOCOPHILLIPS COMPANY	3/1/2012	REEVES	TX	VOL 937, PAGE 77 - REEVES
ROW3033-0037	RIGHT-OF-WAY CONTRACT	BASHE FAMILY TRUST	CONOCOPHILLIPS COMPANY	3/1/2012	REEVES	TX	VOL 937, PAGE 83 - REEVES
ROW3033-0038	RIGHT-OF-WAY CONTRACT	BETTY W. PETERSON	CONOCOPHILLIPS COMPANY	3/1/2012	REEVES	TX	VOL 937, PAGE 89 - REEVES
ROW3033-0039	RIGHT-OF-WAY CONTRACT	MARY JANE COLE ROBINSON	CONOCOPHILLIPS COMPANY	3/1/2012	REEVES	TX	VOL 937, PAGE 95 - REEVES
ROW3033-0040	MISCELLANEOUS EASEMENT (PIPELINES) ME20120112	STATE OF TEXAS	CONOCOPHILLIPS COMPANY	4/1/2012	REEVES	TX	VOL 941, PAGE 378 - REEVES
ROW3033-0041	RIGHT-OF-WAY CONTRACT	J. R. MEEKER TRUST, ET AL	CONOCOPHILLIPS COMPANY	3/15/2012	REEVES	TX	VOL 941, PAGE 424 - REEVES
ROW3033-0042	RIGHT-OF-WAY CONTRACT	J. R. MEEKER TRUST, ET AL	CONOCOPHILLIPS COMPANY	3/15/2012	REEVES	TX	VOL 941, PAGE 408 - REEVES
ROW3033-0043	RIGHT-OF-WAY CONTRACT	J. R. MEEKER TRUST, ET AL	CONOCOPHILLIPS COMPANY	3/15/2012	REEVES	TX	VOL 941, PAGE 400 - REEVES
ROW3033-0044	PIPELINE RIGHT-OF-WAY EASEMENT	BLAKE OIL & GAS CORPORATION	CONOCOPHILLIPS COMPANY	9/1/2014	REEVES	TX	VOL 1119, PAGE 54 - REEVES
ROW3033-0046	RIGHT-OF-WAY CONTRACT	TEXAS PYTHIAN HOME, INC.	CONOCOPHILLIPS COMPANY	10/15/2014	REEVES	TX	VOL 1119, PAGE 61 - REEVES
ROW3033-0048	RIGHT-OF-WAY CONTRACT	DAVID WARREN EVANS, II AND WIFE, PAULA SIRIPORN EVANS	CONOCOPHILLIPS COMPANY	2/27/2015	REEVES	TX	VOL 1157, PAGE 763 - REEVES

County Clerk
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Exhibit A-3
Rights-of-Way
 Pipeline Rights-of-Way and Easements

CONTRACT NUMBER	CONTRACT DESCRIPTION	GRANTOR	GRANTEE	EFFECTIVE DATE	COUNTY	STATE	RECORDING
ROW3033-0064	RIGHT-OF-WAY CONTRACT	COSMO INVESTMENTS, LLC	CONOCOPHILLIPS COMPANY	7/8/2014	CULBERSON & REEVES	TX	VOL. 6, PAGE 629 - CULBERSON VOL. 1319, PAGE 795 - REEVES
ROW3033-0075	RIGHT-OF-WAY CONTRACT	MARK EDWARD WAUGH	CONOCOPHILLIPS COMPANY	5/30/2014	REEVES	TX	VOL. 1208, PAGE 183 - REEVES
ROW3033-0076	RIGHT-OF-WAY CONTRACT	KENNETH GLEN WAUGH	CONOCOPHILLIPS COMPANY	10/14/2014	REEVES	TX	VOL. 1208, PAGE 207 - REEVES
ROW3033-0077	RIGHT-OF-WAY CONTRACT	HAROLD H. PIGG, TRUSTEE OF THE KELLY AND MARY MILES PIGG FAMILY TRUST	CONOCOPHILLIPS COMPANY	8/8/2014	REEVES	TX	VOL. 1208, PAGE 195 - REEVES
ROW3033-0078	RIGHT-OF-WAY CONTRACT	CHARLOTTE T. WHALEY	CONOCOPHILLIPS COMPANY	8/9/2014	REEVES	TX	VOL. 1208, PAGE 189 - REEVES
ROW3033-0079	RIGHT-OF-WAY CONTRACT	MARY JANE ROBINSON, TRUSTEE OF THE MARY JANE ROBINSON LIVING TRUST	CONOCOPHILLIPS COMPANY	6/30/2014	REEVES	TX	VOL. 1203, PAGE 329 - REEVES
ROW3033-0080	RIGHT-OF-WAY CONTRACT	BETTY W. PETERSON	CONOCOPHILLIPS COMPANY	5/30/2014	REEVES	TX	VOL. 1208, PAGE 201 - REEVES
ROW3033-0081	RIGHT-OF-WAY CONTRACT	CLOVIS DEAN BALL, BY AND THROUGH HIS ATTORNEY-IN-FACT BILLY JAMES WHITCOTTON, JR.	CONOCOPHILLIPS COMPANY	6/30/2014	REEVES	TX	VOL. 1203, PAGE 324 - REEVES
ROW3033-0082	RIGHT-OF-WAY CONTRACT	JOHN ALAN BILLINGS	CONOCOPHILLIPS COMPANY	6/30/2014	REEVES	TX	VOL. 1203, PAGE 385 - REEVES
ROW3033-0083	RIGHT-OF-WAY CONTRACT	JAMES BRYAN BILLINGS	CONOCOPHILLIPS COMPANY	6/30/2014	REEVES	TX	VOL. 1203, PAGE 319 - REEVES
ROW3033-0084	RIGHT-OF-WAY CONTRACT	ESTATE OF W. W. WEEKS	CONOCOPHILLIPS COMPANY	8/17/2015	REEVES	TX	VOL. 1203, PAGE 380 - REEVES
ROW3033-0085	RIGHT-OF-WAY CONTRACT	KATHRYN WHITTINGTON, TRUSTEE OF THE JAMES WHITTINGTON AND KATHRYN WHITTINGTON TRUST U/A DATED 1/28/2014	CONOCOPHILLIPS COMPANY	6/30/2014	REEVES	TX	VOL. 1203, PAGE 395 - REEVES
ROW3033-0086	EASEMENT #DMA-45-43E01 ONE OIL/GAS PIPELINE	DALTEX MUNN ASSOCIATES	CONOCOPHILLIPS COMPANY	6/12/2014	CULBERSON & REEVES	TX	VOL. 6, PAGE 619 - CULBERSON VOL. 1259, PAGE 166 - REEVES
ROW3033-0122	PIPELINE EASEMENT AGREEMENT	PLEASANT STREET LIMITED, ET AL	THREE RIVERS OPERATING COMPANY III LLC	5/25/2016	REEVES	TX	VOL. 1287, PAGE 359 - REEVES
ROW3033-0123	PIPELINE EASEMENT AGREEMENT	PLEASANT STREET LIMITED, ET AL	THREE RIVERS OPERATING COMPANY III LLC	5/25/2016	REEVES	TX	VOL. 1310, PAGE 617 - REEVES
ROW3033-0138	RIGHT-OF-WAY AGREEMENT	TEXAS PYTHIAN HOME, INC.	THREE RIVERS OPERATING COMPANY III LLC	10/5/2016	REEVES	TX	VOL. 1335, PAGE 381 - REEVES
ROW3033-0164	PIPELINE EASEMENT AGREEMENT	PLEASANT STREET LIMITED, ET AL	THREE RIVERS OPERATING COMPANY III LLC	4/4/2017	REEVES	TX	VOL. 1414, PAGE 283 - REEVES
ROW3033-0166	TEMPORARY FLOWLINE LETTER AGREEMENT	TEXAS PYTHIAN HOME, INC.	THREE RIVERS OPERATING COMPANY III LLC	11/8/2017	REEVES	TX	NOT RECORDED
ROW3033-0167	PIPELINE EASEMENT AGREEMENT	PLEASANT STREET LIMITED, ET AL	THREE RIVERS OPERATING COMPANY III LLC	9/1/2017	REEVES	TX	VOL. 1506, PAGE 166 - REEVES
ROW3033-0168	EASEMENT GRANT	CMC/SC BECKHAM HOLDINGS, LP, ET AL	THREE RIVERS OPERATING COMPANY III LLC	9/27/2017	REEVES	TX	VOL. 1506, PAGE 178 - REEVES
ROW3033-0169	PIPELINE RIGHT-OF-WAY AND EASEMENT	CHARLOTTE T. WHALEY	THREE RIVERS OPERATING COMPANY III LLC	11/25/2017	REEVES	TX	VOL. 1516, PAGE 248 - REEVES
ROW3033-0170	PIPELINE EASEMENT AGREEMENT	PLEASANT STREET LIMITED, ET AL	THREE RIVERS OPERATING COMPANY III LLC	11/15/2017	REEVES	TX	VOL. 1523, PAGE 593 - REEVES
ROW3033-0171	EASEMENT #DALTEX-E40 ONE SALTWATER PIPELINE	DALTEX MUNN ASSOCIATES	THREE RIVERS OPERATING COMPANY III LLC	8/10/2017	REEVES	TX	RECORDING PENDING
ROW3033-0172	PIPELINE RIGHT-OF-WAY AGREEMENT	TEXAS PYTHIAN HOME, INC.	THREE RIVERS OPERATING COMPANY III LLC	11/20/2017	REEVES	TX	VOL. 1539, PAGE 544 - REEVES
ROW3033-0173	EASEMENT #DALTEX-E41 ONE SALTWATER PIPELINE	DALTEX MUNN ASSOCIATES	THREE RIVERS OPERATING COMPANY III LLC	12/12/2017	REEVES	TX	RECORDING PENDING
ROW3033-0175	EASEMENT #DALTEX-E53 ONE GAS PIPELINE	DALTEX MUNN ASSOCIATES	THREE RIVERS OPERATING COMPANY III LLC	12/12/2017	REEVES	TX	RECORDING PENDING
ROW3033-0179	PIPELINE RIGHT-OF-WAY AND EASEMENT	JOHN A. BILLINGS	THREE RIVERS OPERATING COMPANY III LLC	1/30/2018	REEVES	TX	VOL. 1551, PAGE 72 - REEVES
ROW3033-0180	PIPELINE RIGHT-OF-WAY AND EASEMENT	JAMES BRYAN BILLINGS	THREE RIVERS OPERATING COMPANY III LLC	1/26/2018	REEVES	TX	VOL. 1551, PAGE 64 - REEVES
ROW3033-0181	PIPELINE RIGHT-OF-WAY AND EASEMENT	JAMES BRYAN BILLINGS	THREE RIVERS OPERATING COMPANY III LLC	1/26/2018	REEVES	TX	VOL. 1551, PAGE 68 - REEVES
ROW3033-0182	PIPELINE RIGHT-OF-WAY AND EASEMENT	JOHN A. BILLINGS	THREE RIVERS OPERATING COMPANY III LLC	1/30/2018	REEVES	TX	VOL. 1551, PAGE 76 - REEVES
ROW3033-0184	PIPELINE RIGHT-OF-WAY AND EASEMENT	CHARLOTTE T. WHALEY	THREE RIVERS OPERATING COMPANY III LLC	2/9/2018	REEVES	TX	VOL. 1551, PAGE 90 - REEVES
ROW3033-0185	PIPELINE EASEMENT GRANT	PLEASANT STREET LIMITED, ET AL	THREE RIVERS OPERATING COMPANY III LLC	1/15/2018	REEVES	TX	VOL. 1563, PAGE 189 - REEVES
ROW3033-0186	EASEMENT GRANT	CMC/SPRING GAP PARTNERS, LP, ET AL	THREE RIVERS OPERATING COMPANY III LLC	2/15/2018	REEVES	TX	RECORDING PENDING

End of Exhibit A-3: Pipeline Rights-of-Way and Easements

Original Copy of a
 County Clerk
 28 of 34

ST. LOUIS

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Exhibit A-3
Rights-of-Way
Roadway Agreements and Site Leases

CONTRACT NUMBER	CONTRACT DESCRIPTION	GRANTOR / PARTY	GRANTEE / PARTY	EFFECTIVE DATE	COUNTY	STATE	RECORDING
ROW3032-0005	ROADWAY EASEMENT	DONNA SPIVEY	THREE RIVERS OPERATING COMPANY III LLC	3/22/2016	REEVES	TX	VOL. 1263, PAGE 555 - REEVES
ROW3032-0006	ROADWAY EASEMENT	ROBERT BRENT KORNEGAY	THREE RIVERS OPERATING COMPANY III LLC	3/24/2016	REEVES	TX	VOL. 1263, PAGE 560 - REEVES
ROW3032-0007	ROADWAY EASEMENT	SANDRA K. METCALF	THREE RIVERS OPERATING COMPANY III LLC	3/21/2016	REEVES	TX	VOL. 1263, PAGE 565 - REEVES
ROW3032-0008	ROADWAY EASEMENT	TIM WILSON	THREE RIVERS OPERATING COMPANY III LLC	3/23/2016	REEVES	TX	VOL. 1263, PAGE 550 - REEVES
ROW3032-0009	ROADWAY EASEMENT	TOWANA SPIVEY	THREE RIVERS OPERATING COMPANY III LLC	3/24/2016	REEVES	TX	VOL. 1274, PAGE 198 - REEVES
ROW3032-0010	ROADWAY EASEMENT	WEETONA STANLEY	THREE RIVERS OPERATING COMPANY III LLC	4/12/2016	REEVES	TX	VOL. 1274, PAGE 193 - REEVES
ROW3032-0011	ROADWAY EASEMENT	MARY HUEBSCH	THREE RIVERS OPERATING COMPANY III LLC	3/4/2016	REEVES	TX	VOL. 1274, PAGE 188 - REEVES
ROW3032-0012	ROADWAY EASEMENT	JEFFERY A. WILSON	THREE RIVERS OPERATING COMPANY III LLC	3/21/2016	REEVES	TX	VOL. 1274, PAGE 182 - REEVES
ROW3032-0013	MISCELLANEOUS EASEMENT - ME20160109	STATE OF TEXAS	THREE RIVERS OPERATING COMPANY III LLC	3/1/2016	REEVES	TX	VOL. 1274, PAGE 168 - REEVES
ROW3033-0005	ROADWAY AGREEMENT	ESTATE OF W. W. OATMAN, ET AL	CONOCOPHILLIPS COMPANY	11/9/2012	REEVES	TX	VOL. 995, PAGE 350 - REEVES
ROW3033-0006	ROADWAY AGREEMENT	W. W. OATMAN, ET AL	CONOCOPHILLIPS COMPANY	6/15/2011	REEVES	TX	VOL. 991, PAGE 421 - REEVES
ROW3033-0007	ROADWAY AGREEMENT	WAYLAND W. OATMAN ESTATE, ET AL	CONOCOPHILLIPS COMPANY	8/18/2014	REEVES	TX	VOL. 1134, PAGE 305 - REEVES
ROW3033-0045	ROADWAY AGREEMENT	WAYLAND W. OATMAN ESTATE, ET AL	CONOCOPHILLIPS COMPANY	7/18/2014	REEVES	TX	VOL. 1108, PAGE 434 - REEVES
ROW3033-0047	SITE LEASE & ROAD EASEMENT GRANT	TEXAS PYTHIAN HOME, INC.	CONOCOPHILLIPS COMPANY	10/15/2014	REEVES	TX	VOL. 1119, PAGE 67 - REEVES
ROW3033-0052	EASEMENT #DALTEX-E08 ACCESS ROAD	DALTEX MUNN ASSOCIATES	CONOCOPHILLIPS COMPANY	1/15/2015	REEVES	TX	VOL. 6, PAGE 610 - CULBERSON VOL. 1259, PAGE 156 - REEVES
ROW3033-0053	ROAD EASEMENT AND RIGHT-OF-WAY FOR COMMERCIAL PURPOSES	BHP BILLITON PETROLEUM PROPERTIES (N.A.), LP	CONOCOPHILLIPS COMPANY	10/5/2015	REEVES	TX	VOL. 1210, PAGE 97 - REEVES
ROW3033-0054	ROAD EASEMENT AND RIGHT-OF-WAY FOR COMMERCIAL PURPOSES	COSMO INVESTMENTS, LLC	CONOCOPHILLIPS COMPANY	8/19/2015	REEVES	TX	VOL. 1203, PAGE 390 - REEVES
ROW3033-0055	ROAD EASEMENT AND RIGHT-OF-WAY FOR COMMERCIAL PURPOSES	KATHRYN WHITTINGTON, TRUSTEE OF THE JAMES WHITTINGTON AND KATHRYN WHITTINGTON TRUST U/A DATED 1/28/2014	CONOCOPHILLIPS COMPANY	1/29/2015	REEVES	TX	VOL. 1203, PAGE 400 - REEVES
ROW3033-0056	ROAD EASEMENT AND RIGHT-OF-WAY FOR COMMERCIAL PURPOSES	CHARLOTTE T. WHALEY	CONOCOPHILLIPS COMPANY	1/23/2015	REEVES	TX	VOL. 1203, PAGE 406 - REEVES
ROW3033-0057	ROAD EASEMENT AND RIGHT-OF-WAY FOR COMMERCIAL PURPOSES	JAMES BRYAN BILLINGS	CONOCOPHILLIPS COMPANY	1/26/2014	REEVES	TX	VOL. 1203, PAGE 412 - REEVES
ROW3033-0058	ROAD EASEMENT AND RIGHT-OF-WAY FOR COMMERCIAL PURPOSES	JOHN ALAN BILLINGS	CONOCOPHILLIPS COMPANY	6/30/2014	REEVES	TX	VOL. 1203, PAGE 418 - REEVES
ROW3033-0059	ROAD EASEMENT AND RIGHT-OF-WAY FOR COMMERCIAL PURPOSES	MARK EDWARD WAUGH	CONOCOPHILLIPS COMPANY	1/27/2015	REEVES	TX	VOL. 1203, PAGE 424 - REEVES
ROW3033-0060	ROAD EASEMENT AND RIGHT-OF-WAY FOR COMMERCIAL PURPOSES	KENNETH GLEN WAUGH	CONOCOPHILLIPS COMPANY	2/6/2015	REEVES	TX	VOL. 1203, PAGE 430 - REEVES
ROW3033-0061	ROAD EASEMENT AND RIGHT-OF-WAY FOR COMMERCIAL PURPOSES	BETTY W. PETERSON, BY AND THROUGH HER ATTORNEY-IN-FACT MARK EDWARD WAUGH	CONOCOPHILLIPS COMPANY	2/3/2015	REEVES	TX	VOL. 1203, PAGE 436 - REEVES
ROW3033-0062	ROAD EASEMENT AND RIGHT-OF-WAY FOR COMMERCIAL PURPOSES	MARY JANE ROBINSON, TRUSTEE OF THE MARY JANE ROBINSON LIVING TRUST	CONOCOPHILLIPS COMPANY	1/27/2015	REEVES	TX	VOL. 1203, PAGE 442 - REEVES
ROW3033-0063	ROAD EASEMENT AND RIGHT-OF-WAY FOR COMMERCIAL PURPOSES	CLOVIS DEAN BALL, BY AND THROUGH HIS ATTORNEY-IN-FACT BILLY JAMES WHITCOTTON, JR.	CONOCOPHILLIPS COMPANY	1/28/2015	REEVES	TX	NOT RECORDED
ROW3033-0118	ROAD ACCESS EASEMENT	PLEASANT STREET LIMITED, ET AL	THREE RIVERS OPERATING COMPANY III LLC	3/24/2016	REEVES	TX	VOL. 1279, PAGE 161 - REEVES
ROW3033-0119	ROAD ACCESS EASEMENT	PLEASANT STREET LIMITED, ET AL	THREE RIVERS OPERATING COMPANY III LLC	3/24/2016	REEVES	TX	VOL. 1279, PAGE 150 - REEVES
ROW3033-0140	RIGHT-OF-WAY AND EASEMENT AGREEMENT	ESTATE OF J. LOYD PARKER, III, ET AL	THREE RIVERS OPERATING COMPANY III LLC	7/1/2016	REEVES	TX	NOT RECORDED
ROW3033-0160	LIMITED AND TEMPORARY DRILL SITE AND ROAD ACCESS PERMIT	PLEASANT STREET LIMITED, ET AL	THREE RIVERS OPERATING COMPANY III LLC	1/31/2017	REEVES	TX	NOT RECORDED
ROW3033-0189	EASEMENT #DALTEX-E54 ACCESS ROAD	DALTEX MUNN ASSOCIATES	THREE RIVERS OPERATING COMPANY III LLC	1/19/2018	REEVES	TX	RECORDING PENDING
SUR3033-0001	SITE LEASE - SLUG CATCHER	JOSEPH-BERNARD FORGUE	CONOCOPHILLIPS COMPANY	2/11/2014	REEVES	TX	VOL. 1078, PAGE 35 - REEVES
SUR3033-0004	COMPRESSOR SITE SURFACE LEASE #DALTEX-E48	DALTEX MUNN ASSOCIATES	THREE RIVERS OPERATING COMPANY III LLC	11/11/2017	REEVES	TX	RECORDING PENDING
SUR3033-0005	COMPRESSOR SITE SURFACE LEASE #DALTEX-E51	DALTEX MUNN ASSOCIATES	THREE RIVERS OPERATING COMPANY III LLC	11/11/2017	REEVES	TX	RECORDING PENDING
SUR3033-0006	COMPRESSOR SITE SURFACE EASEMENT	JAMES BRYAN BILLINGS	THREE RIVERS OPERATING COMPANY III LLC	1/1/2018	REEVES	TX	VOL. 1551, PAGE 58 - REEVES
SUR3033-0007	COMPRESSOR SITE SURFACE EASEMENT	JAMES BRYAN BILLINGS	THREE RIVERS OPERATING COMPANY III LLC	1/1/2018	REEVES	TX	VOL. 1551, PAGE 52 - REEVES
SUR3033-0008	COMPRESSOR SITE SURFACE EASEMENT	CHARLOTTE T. WHALEY	THREE RIVERS OPERATING COMPANY III LLC	1/1/2018	REEVES	TX	VOL. 1551, PAGE 85 - REEVES
SUR3033-0009	COMPRESSOR SITE SURFACE EASEMENT	CHARLOTTE T. WHALEY	THREE RIVERS OPERATING COMPANY III LLC	1/1/2018	REEVES	TX	VOL. 1551, PAGE 80 - REEVES



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County Clerk

Exhibit A-3
Rights-of-Way
Roadway Agreements and Site Leases

CONTRACT NUMBER	CONTRACT DESCRIPTION	GRANTOR / PARTY	GRANTEE / PARTY	EFFECTIVE DATE	COUNTY	STATE	RECORDING
SUR3033-0010	COMPRESSOR SITE SURFACE EASEMENT	JOHN A. BILLINGS	THREE RIVERS OPERATING COMPANY III LLC	1/1/2018	REEVES	TX	VOL. 1565, PAGE 696 - REEVES
SUR3033-0011	COMPRESSOR SITE SURFACE EASEMENT	JOHN A. BILLINGS	THREE RIVERS OPERATING COMPANY III LLC	1/1/2018	REEVES	TX	VOL. 1565, PAGE 691 - REEVES

End of Exhibit A-3: Roadway Agreements and Site Leases

This is Correct Copy of a
documentary record
Recorded in Public
Records of Reeves County Clerk
Page 30 of 36

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Exhibit A-3
Rights-of-Way
Permits

ROAD BORE PERMITS							
CONTRACT NUMBER	CONTRACT DESCRIPTION	GRANTOR	GRANTEE	EFFECTIVE DATE	COUNTY	STATE	RECORDING
ROW3033-0049	NOTICE AND APPROVAL FOR PIPELINE BORING UNDER HWY - ODA20140509151122	TEXAS DEPARTMENT OF TRANSPORTATION	CONOCOPHILLIPS COMPANY	6/21/2014	REEVES	TX	NOT RECORDED
ROW3033-0141	NOTICE AND APPROVAL FOR PIPELINE BORING UNDER HWY - ODA20161207091629	TEXAS DEPARTMENT OF TRANSPORTATION	THREE RIVERS OPERATING LLC	12/7/2016	REEVES	TX	NOT RECORDED
ROW3033-0142	NOTICE AND APPROVAL FOR PIPELINE BORING UNDER HWY - ODA20161212164601	TEXAS DEPARTMENT OF TRANSPORTATION	THREE RIVERS OPERATING LLC	12/13/2016	REEVES	TX	NOT RECORDED
ROW3033-0150	NOTICE AND APPROVAL FOR PIPELINE BORING UNDER HWY - ODA20170206131618	TEXAS DEPARTMENT OF TRANSPORTATION	THREE RIVERS OPERATING LLC	2/9/2017	REEVES	TX	NOT RECORDED
ROW3033-0151	NOTICE AND APPROVAL FOR PIPELINE BORING UNDER HWY - ODA20170208111717	TEXAS DEPARTMENT OF TRANSPORTATION	THREE RIVERS OPERATING LLC	2/9/2017	REEVES	TX	NOT RECORDED
ROW3033-0157	NOTICE AND APPROVAL FOR PIPELINE BORING UNDER HWY - ODA20131205112943	TEXAS DEPARTMENT OF TRANSPORTATION	CONOCOPHILLIPS COMPANY	1/15/2014	REEVES	TX	NOT RECORDED
ROW3033-0159	NOTICE AND APPROVAL FOR PIPELINE BORING UNDER HWY - ODA20140429131303	TEXAS DEPARTMENT OF TRANSPORTATION	CONOCOPHILLIPS COMPANY	5/17/2014	REEVES	TX	NOT RECORDED

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SCHEDULE 1.2

DESIGNATED AREA

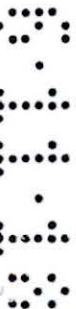
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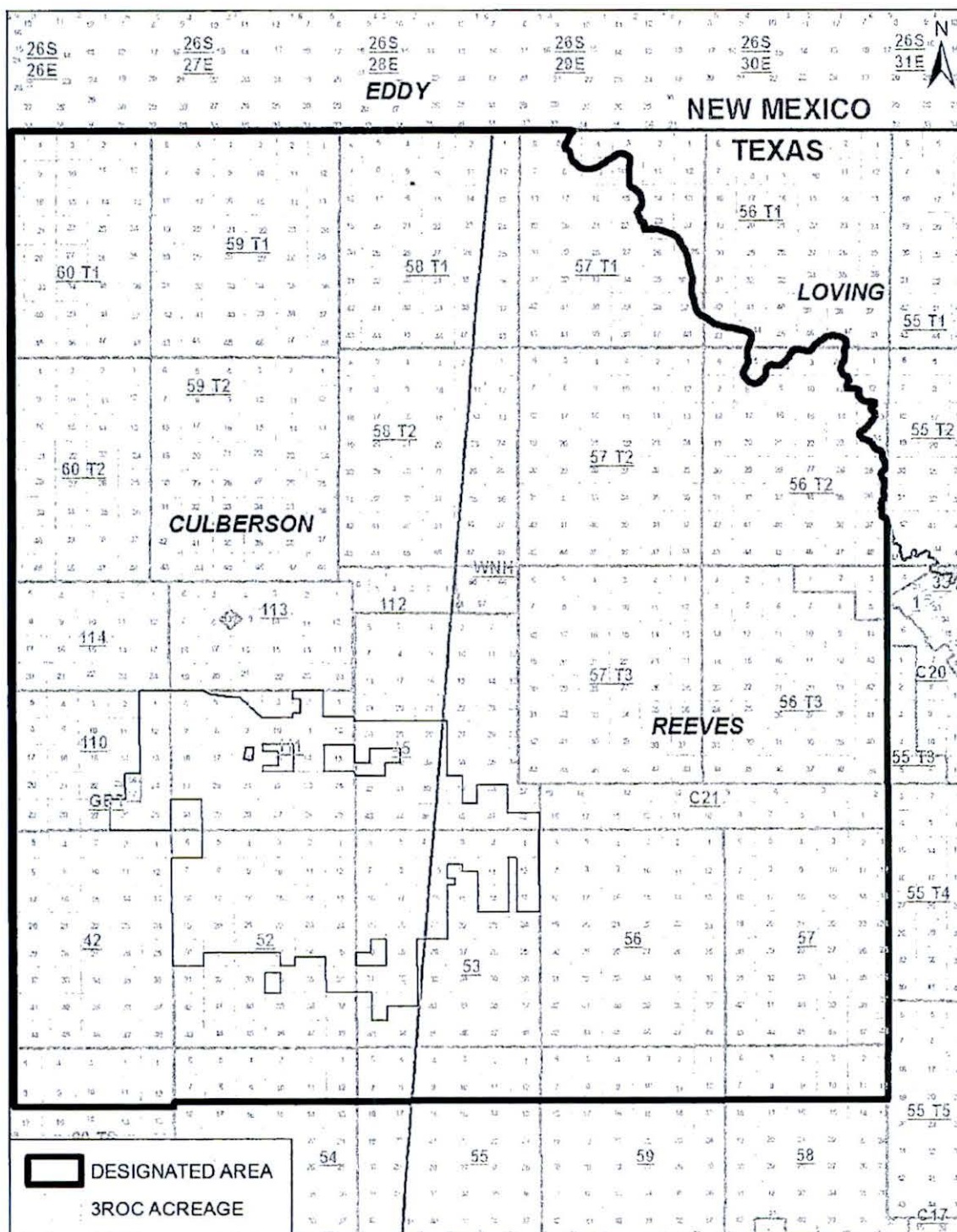
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SCHEDULE 1.2

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Document
Filed for Public Use,
County Clerk
Page 32 of 36

SCHEDULE 1.2
DESIGNATED AREA

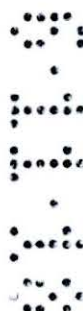


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SCHEDULE 1.3
EXCLUDED ASSETS

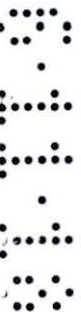
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SCHEDULE 1.3

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Revised Court, Taxes,
Darius C. Flannery, County Clerk
Page 34 of 36

SCHEDULE 1.3

CERTAIN EXCLUDED ASSETS

LEASES

1. Austin, TX Office Lease - All rights and obligations outlined in the Lease Agreement dated December 2, 2016 by and between Three Rivers Operating Company III LLC and Drawbridge 5301 Southwest Parkway, LLC in regards to the office space described in that agreement located at 5301 Southwest Parkway, Suite 400, Austin, TX 78735.

Inclusive of all office equipment, furniture, fixtures, electronics and office supplies located therein.

2. Midland, TX Office Lease - All right and obligations outlined in the Lease Amendment effective March 1, 2017 by and between Three Rivers Operating Company III LLC and PB Anderson Properties in regards to the office space described in that agreement located at 10716 Highway 191, Suite 9, Midland, TX 79707.

Inclusive of all office equipment, furniture, fixtures, electronics and office supplies located therein.

EQUIPMENT / VEHICLES

1. All vehicles registered to either of Three Rivers Acquisition III LLC or Three Rivers Operating Company III LLC and associated equipment in both Midland and Austin. Value for 12 vehicles based in Midland estimated at \$238,000 (does not include Austin vehicles).
2. Mobile tools used in day-to-day activities by employees of Three Rivers Acquisition III LLC or Three Rivers Operating Company III LLC.
3. Engine - Arrow VRG-260 47HP SN# 20110621

Note: This equipment was related to Three Rivers I operations and is not being used or intended for Three Rivers III assets.

4. Pumping Units
 - a. TECHFLO 130 HP Jet Pump SN# 201202111
 - b. TECHFLO 130 HP Jet Pump SN# 20110448
 - c. TECHFLO 130 HP Jet Pump SN# 201202110

Note: This equipment was related to Three Rivers I operations and is not being used or intended for Three Rivers III assets.

SCHEDULE 1.3

CERTAIN EXCLUDED ASSETS

OTHER

1. Insurance receivable due to Three Rivers Operating Company III LLC in the amount of \$622,063.63 (half paid in December and half paid in January).
2. Payment from Carrizo (Permian) LLC in the amount of \$270,386 to Three Rivers Operating Company III LLC.
 - a. Per the terms of the Farmout between Carrizo and ConocoPhillips, Carrizo owes 3ROC \$270,386.00. As is stated in the Farmout Article 5, Paragraph 2 "If the Carry to the Tanks Value has not reached the Earnings Value by January 1, 2018, Carrizo shall pay 3ROC the Carry Difference Payment by January 15, 2018." A copy of the farmout is available in Schedule 4.5.

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PURCHASE AND/OR ACQUISITION AGREEMENTS W/HARD CTA LANGUAGE

1. Letter Agreement dated July 17, 2015 and Amendment to Letter Agreement dated July 24, 2015 between BHP Billiton Petroleum Properties (N.A.), LP and Three Rivers Acquisition III LLC; Culberson and Reeves Counties, Texas.
2. Letter Agreement dated April 1, 2014 between ConocoPhillips Company and the Louisiana Land & Exploration Company and Energen Resources Corporation; Loving and Reeves Counties, Texas

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Inst No. 18-06481
DIANNE O. FLOREZ
COUNTY CLERK
2018 Apr 19 at 04:39 PM
REEVES COUNTY, TEXAS
By: ER Mbaledana DEPUTY

True & Correct Copy of a
County Clerk
Reeves County, Texas,
Dianne O. Florez, County Clerk
36 of 36

MF 112188

File No.

Ass'n # 10625

Three Riv Acq & Three Riv Op to APR

Date Filed:

George P. Bush, Commissioner

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF REEVES

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office, found in VOL. 1574, PAGE 664, THRU 699.

I hereby certified on 5/14/2018



DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

BY Myra Aranda DEPUTY

Unit 6797

MF 112188
DIVISION ORDER

To: **APR Operating LLC**
400 W. Illinois, Suite 970
Midland, TX 79701
Attn: D.O. Analyst

Date: March 12, 2019

Property Number: 3420112

Effective Date: Date of First Production

Property Name: OATMAN STATE UNIT 11-14 8H

Operator: Admiral Permian Operating LLC

County and State: Reeves, Texas

Property Description: PSL, Blk: 53 Sec: 11
389-37284

Production: ☒ X Oil ☒ X Gas ☒ X Other: all products

Owner Name
and Address:

OWNER NUMBER: 1190

COMMISSIONER OF THE TEXAS GEN LAND OFFICE
1700 N CONGRESS AVE STEPHEN F AUSTIN STATE
AUSTIN, TX 78701-1495

Type of Interest: RI
Decimal Interest: 0.08335981

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by APR Operating LLC (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$25.00, or pay annually whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses: (None or See Attached Exhibit)

WITNESSES:

Owner(s) Signature(s):

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE

Owner(s) Tax I.D. Number(s): _____

Owner Daytime Telephone: _____

Owner E-mail Address: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 31 % tax withholding and will not be refundable by Payor



March 13, 2019

Re: Division Orders for Execution
Oatman State Unit 11-14 8H well

INSTRUCTIONS TO ALL INTEREST OWNERS

Dear Interest Owner,

APR Operating LLC has enclosed a Division Order for your execution. The attached document should not be altered in any way except to correct spelling errors, unless accompanied by documentary evidence to support the change.

If your name and interest are correctly shown:

1. Sign your name as shown on the Division Order and provide two (2) witness signatures.
2. If your name has changed due to marriage or divorce, execute the Division Order using your present name and furnish a copy of the marriage certificate or divorce decree.
3. If signing for a corporation, signature must be attested, corporate seal fix and title of signatory reflected.
4. If signed by agent, attorney-in-fact, guardian or any party other than the named interest owner, a certified copy of the power of attorney or other evidence of such party's right to sign must be furnished.
5. Your correct mailing address should be noted in the space provided to ensure prompt receipt of production.
6. The top copy or the "Original" of the Division Order should be returned in the enclosed self-addressed envelope to:

Admiral Permian Resources, LLC
Attn: Division Orders
400 W. Illinois Ave., Suite 970
Midland, TX 79701

7. Should you have any further questions regarding the enclosed Division Order, please contact Lori Westbrook at lwestbrook@admiralpermian.com or (432) 653-0273.
8. Please DO NOT DETACH the exhibit from the Division Order or Transfer Order if one is included.
9. Please fill out and sign the enclosed W-9 and return it with your division order.

Sincerely,

ADMIRAL PERMIAN RESOURCES, LLC
APR OPERATING LLC

Lori Westbrook
Administrative Landman

/lw

Enclosure(s)



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

June 28, 2019

Lori Westbrook
Administrative Landman
Admiral Permian Resources, LLC
400 W. Illinois, Suite 970
Midland, TX 79701

Re: State Lease No. MF112188 Oatman State Unit 11-14 8H Unit 6797

Dear Mrs. Westbrook:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. This Division Order have been filed in the appropriate mineral file.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF 112188
Reeves County
Division Order
Date Filed: 7-1-19
George P. Bush, Commissioner
VR



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

June 16, 2022

Ronnie Richerson, Land Administrator
Petro-Hunt Permian, LLC
2001 Cedar Springs Rd., Ste 600
Dallas, TX 75201

File

Re: Assignment ID # 11186 – MF112188 A&B, MF112189 AtoT, MF112190 AtoT, MF116842, MF116192 D, MF117511 AtoW, MF117815 CtoY, MF119900 AtoJ and MF120645
Reeves County

Dear Mr. Richerson:

The General Land Office received the following instrument and filed it in the appropriate files.

Assignment and Bill of Sale, effective November 1, 2021, from APR Operating LLC, Assignor to Petro-Hunt Permian, LLC, Assignee. Filed of record under Doc #2022001554.

Filing fees in the amount of \$3,650.00 were received on the referenced assignment.

Please feel free to contact me at (512) 590-9600 or email carl.bonn@glo.texas.gov if you have further questions.

Best Regards,

Carl Bonn, CPL
Mineral Leasing-Energy Resources

2101 CEDAR SPRINGS RD., STE 600
ROSEWOOD COURT
DALLAS, TEXAS 75201



TEL. 214-880-8400

April 26, 2022

Texas General Land Office
Attn: Energy Resources
PO Box 12873
Austin, TX 78711-2873

OR
Ronnie Richerson
(214) 880-8445

APR # 11185
MF 112408 et al
Culbertson Co
✓ APR # 11186
MF 112188 et al
Reeves Co

RE: Notice of Assignment of Lease - APR Operating LLC, as Assignor and Petro-Hunt Permian LLC, as Assignee.

Dear Lessor,

Pursuant to the terms of your oil and gas lease, as described on the Exhibit "A" attached hereto, the Lessee of said lease is required to provide the Lessor with notice of any assignment of the lease along with a certified recorded copy of the Assignment and a check in the amount of \$3,775.00 for the filing fee.

On February 28, 2022, APR Operating LLC assigned all of its right, title and interest in the lease[s] to Petro-Hunt Permian LLC, effective November 1, 2021.

Petro-Hunt Permian's contact information is:

Petro-Hunt Permian LLC
2101 Cedar Springs Rd, Ste 600
Dallas, Texas 75201
Phone: (214) 880-8400
Email: royaltyrelations@petrohunt.com

Please sign and return the Exhibit A to acknowledge the receipt of payment for our records. If you have any questions regarding this transaction, please do not hesitate to contact us.

Best regards,

Bobby Donohue
Vice President - Land

encl.

PETRO-HUNT PERMIAN, L.L.C.
2101 Cedar Springs Road, Suite 600
Dallas, Texas 75201
(214) 880-8400

Bank of Texas, N.A.
Dallas, Texas

25-1432
1110

Check No.
4000017

PAY EXACTLY **\$3,775dols00cts**

22708987

CHECK NUMBER	DATE	PAY EXACTLY
4000017	Apr-28-2022	\$3,775.00

VOID AFTER 90 DAYS

MANUAL SIGNATURE REQUIRED ON CHECKS OVER \$10,000.00

PAY TO THE
ORDER OF

TEXAS GENERAL LAND OFFICE
P O BOX 12873
AUSTIN, TX 78711-2873

By 

PAYEE: DETACH THIS PORTION BEFORE CASHING CHECK

PETRO-HUNT PERMIAN, L.L.C.
2101 Cedar Springs Road, Suite 600
Dallas, Texas 75201
(214) 880-8400

Page 1 of 1

OWNER NAME	OWNER NO.	DATE	CHECK NUMBER	AMOUNT
TEXAS GENERAL LAND OFFICE	62335	Apr-28-2022	004000017	\$3,775.00

VOUCHER	VENDOR INV #	INV DATE	TOTAL AMOUNT	PRIOR PMTS & DISCOUNTS	NET AMOUNT
04AP724	042622A	04/26/22	3,775.00	0.00	3,775.00
TOTAL INVOICES PAID					3,775.00

22708987

129

Mail to: Texas General Land Office
Attn: Energy Resources
P.O. 12873
Austin, Texas 78711-2873

Texas General Land Office
ASSIGNMENT SUMMARY

For General Land Office Use Only

DOCUMENT TYPE: (mark one):

Assignment

Deed of Trust

Merger/Name Change

DOCUMENT RECORDING INFORMATION: (Include all the counties covered by the properties listed below)

County	Volume	Page	Execution Date/Effective Date
Culberson	80	547	November 1, 2021
Reeves	INST. # 2022-001554		November 1, 2021

ASSIGNMENT FEE: \$25 per State Lease (additional \$25 after 90 days)

INTEREST BEING CONVEYED: (mark one)

Working Interest:

Overriding Royalty Interest:

Other (explain):

Remarks:

APR Operating LLC assigned 100% of their WI in Reeves and Culberson Counties to Petro-Hunt Permian LLC. The Assignment was executed February 28, 2022, but effective November 1, 2021. Filing fee of \$3,775 and certified copies of both Assignments included.

FROM List all companies or individuals listed in this instrument who are transferring ownership interests, in whole or in part, in the leases shown below	TO List all companies or individuals listed in this instrument who are receiving ownership interests in the leases listed below	% GROSS WI OWNED BY ASSIGNOR	% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR
1. APR Operating LLC	Petro-Hunt Permian LLC	100%	100%	0%
2.				
3.				
4.				

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1. SEE ATTACHED					
2.					
3.					
4.					

Preparer's Signature

Ronnie Richerson

Name (please print)

rricherson@petrohunt.com

E-Mail Address

(214) 880-8445

Telephone Number

Land Administrator

Title

April 26, 2022

Date

I am an authorized representative of the lessee(s) under the State of Texas leases identified herein and represent and certify to the Commissioner of the General Land Office that the information provided on this form is true and correct.

Petro-Hunt Permian, LLC

Company Name

2101 Cedar Springs Rd, Suite 600

Mailing Address

Dallas, TX 75201

City/State/Zip

EXHIBIT "A"

MF #	LEASE DATE	LESSOR	LESSEE OF RECORD	COUNTY	LEGAL DESCRIPTION	RECORDATION	FILING FEE
MF112188 A	12/31/2010	State of Texas, acting by and through its agent, W. W. Oatman, et al	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers All of Section 14, Block 53, PSL Survey	Vol 868, Page 41	\$25 00
MF112188 B	12/31/2010	State of Texas, acting by and through its agent, Reed-George Land & Minerals, Ltd	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers All of Section 14, Block 53, PSL Survey	Vol 868, Page 31	\$25 00
MF112189 A	4/1/2011	State of Texas, acting by and through its agent, E. M. Smither Company	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 879, Page 250	\$25 00
MF112189 B	12/23/2010	State of Texas, acting by and through its agent, Sage Green Company	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 868, Page 690	\$25 00
MF112189 C	12/23/2010	State of Texas, acting by and through its agent, Pleasant Street Limited	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 868, Page 680	\$25 00
MF112189 D	4/4/2011	State of Texas, acting by and through its agent, Kathleen Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 877, Page 583	\$25 00
MF112189 E	4/4/2011	State of Texas, acting by and through its agent, Edith Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 877, Page 561	\$25 00
MF112189 F	4/4/2011	State of Texas, acting by and through its agent, Kathleen C. Smither, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 877, Page 539	\$25 00
MF112189 G	3/16/2011	State of Texas, acting by and through its agent, Wilbur L. Smither, III	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 896, Page 707	\$25 00
MF112189 H	3/16/2011	State of Texas, acting by and through its agent, Mary Sue Coffman	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 877, Page 495	\$25 00
MF112189 I	3/28/2011	State of Texas, acting by and through its agent, Smither Partners	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 877, Page 473	\$25 00
MF112189 J	4/1/2011	State of Texas, acting by and through its agent, Walter Woodward, Jr.	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 877, Page 462	\$25 00
MF112189 K	4/1/2011	State of Texas, acting by and through its agent, William Robinson Woodward	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 877, Page 429	\$25 00
MF112189 L	4/1/2011	State of Texas, acting by and through its agent, Mary Lee Nichols	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 877, Page 407	\$25 00
MF112189 M	4/1/2011	State of Texas, acting by and through its agent, Mark B. Woodward	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 877, Page 385	\$25 00
MF112189 N	3/28/2011	State of Texas, acting by and through its agent, Frances R. Snipes	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 877, Page 738	\$25 00
MF112189 O	3/25/2011	State of Texas, acting by and through its agent, Crimson Properties, Ltd.	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 877, Page 715	\$25 00
MF112189 P	3/25/2011	State of Texas, acting by and through its agent, Sally H. Dunning, Trustee of the Eva S. Hawley Family Trust	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 877, Page 693	\$25 00
MF112189 Q	4/4/2011	State of Texas, acting by and through its agent, Clyde Michael Williams, III	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 877, Page 671	\$25 00
MF112189 R	3/28/2011	State of Texas, acting by and through its agent, Florine Klussmann	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 877, Page 649	\$25 00
MF112189 S	3/28/2011	State of Texas, acting by and through its agent, Gertrude J. Smither	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 877, Page 627	\$25 00
MF112189 T	4/4/2011	State of Texas, acting by and through its agent, John Thomas Smither Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	All of Section 1, Block 53, PSL Survey	Vol 877, Page 605	\$25 00
MF112190 A	4/1/2011	State of Texas, acting by and through its agent, E. M. Smither Company	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 879, Page 265	\$25 00
MF112190 B	12/23/2010	State of Texas, acting by and through its agent, Sage Green Company	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 869, Page 274	\$25 00
MF112190 C	12/23/2010	State of Texas, acting by and through its agent, Pleasant Street Limited	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 868, Page 700	\$25 00
MF112190 D	4/4/2011	State of Texas, acting by and through its agent, Kathleen Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 877, Page 594	\$25 00
MF112190 E	4/4/2011	State of Texas, acting by and through its agent, Edith Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 877, Page 572	\$25 00
MF112190 F	4/4/2011	State of Texas, acting by and through its agent, Kathleen C. Smither, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 877, Page 550	\$25 00
MF112190 G	3/16/2011	State of Texas, acting by and through its agent, Wilbur L. Smither, III	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 896, Page 696	\$25 00

EXHIBIT "A"

MF #	LEASE DATE	LESSOR	LESSEE OF RECORD	COUNTY	LEGAL DESCRIPTION	RECORDATION	FILING FEE
MF112190 H	3/16/2011	State of Texas, acting by and through its agent, Mary Sue Coffman	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 877, Page 506	\$25 00
MF112190 I	3/28/2011	State of Texas, acting by and through its agent, Smither Partners	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 877, Page 484	\$25 00
MF112190 J	4/1/2011	State of Texas, acting by and through its agent, Walter Woodward, Jr.	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 877, Page 451	\$25 00
MF112190 K	4/1/2011	State of Texas, acting by and through its agent, William Robinson Woodward	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 877, Page 440	\$25 00
MF112190 L	4/1/2011	State of Texas, acting by and through its agent, Mary Lee Nichols	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 877, Page 418	\$25 00
MF112190 M	4/1/2011	State of Texas, acting by and through its agent, Mark B. Woodward	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 877, Page 396	\$25 00
MF112190 N	3/28/2011	State of Texas, acting by and through its agent, Frances R. Snipes	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 877, Page 749	\$25 00
MF112190 O	3/25/2011	State of Texas, acting by and through its agent, Crimson Properties, Ltd.	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 877, Page 726	\$25 00
MF112190 P	3/25/2011	State of Texas, acting by and through its agent, Sally H. Dunning, Trustee of the Eva S. Hawley Family Trust	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 877, Page 704	\$25 00
MF112190 Q	4/4/2011	State of Texas, acting by and through its agent, Clyde Michael Williams, III	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 877, Page 682	\$25 00
MF112190 R	3/28/2011	State of Texas, acting by and through its agent, Florine Klussmann	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 877, Page 660	\$25 00
MF112190 S	3/28/2011	State of Texas, acting by and through its agent, Gertrude J. Smither	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 877, Page 638	\$25 00
MF112190 T	4/4/2011	State of Texas, acting by and through its agent, John Thomas Smither Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	South 400.98 acres of Section 48, Block 45, PSL Survey	Vol 877, Page 616	\$25 00
MF112408	4/5/2011	Commissioner of the Texas General Land Office	Angelle & Donohue Oil & Gas Properties Inc.	Culberson	W/2NW/4 of Section 29, Block 45, PSL Survey	Vol 106, Page 75	\$25 00
MF115655	7/24/2013	State of Texas, acting by and through its agent, Wise Asset No. 11, Ltd.	ConocoPhillips Company	Culberson	Insofar and only insofar as the Lease covers the following: All of Sections 1 & 12, Block 110, PSL Survey W/2 of Section 6, W/2 of Section 7, West 320 acres in Section 5, W/2 of Section 8, and the E/2W/2 of Section 26, All in Block 111, PSL Survey E/2E/2 of Section 9, Block 52, PSL Survey	Vol 109, Page 807	\$25 00
MF115655	7/24/2013	State of Texas, acting by and through its agent, Wise Asset No. 11, Ltd.	ConocoPhillips Company	Culberson	Insofar and only insofar as the Lease covers the following: All of Section 2, NW/4 and W/2SW/4 of Section 10, N/2 and SE/4 of Section 11, and the NE/4 of Section 14, All in Block 111, Public School Land Survey	Vol 109, Page 807	\$25 00
MF116842	6/13/2014	State of Texas, acting by and through its agents, CMC/SC Beckham Holdings, LP, et al	ConocoPhillips Company	Reeves	SE/4 of Section 47, Block 45, PSL Survey	Vol 1091, Page 304	\$25 00
MF117292 D	1/6/2017	State of Texas, acting by and through its agent, Legado Investments LLC	Summit West Resources LP	Reeves	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Vol 1373, Page 670	\$25 00
MF117511 A	5/23/2015	State of Texas, acting by and through its agent, E. M. Smither Company	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 603	\$25 00
MF117511 B	4/23/2015	State of Texas, acting by and through its agent, Pleasant Street Limited	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 627	\$25 00
MF117511 C	4/23/2015	State of Texas, acting by and through its agent, Sage Green Company	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 637	\$25 00
MF117511 D	5/25/2015	State of Texas, acting by and through its agent, Sarah Hawley Dunning and John Richard Hawley, Co-Trustees of the Eva Smither Hawley Family Trust	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 647	\$25 00
MF117511 E	5/23/2015	State of Texas, acting by and through its agent, Crimson Properties, Ltd.	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 657	\$25 00
MF117511 F	5/16/2015	State of Texas, acting by and through its agent, Mary Sue Coffman	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 667	\$25 00
MF117511 G	5/23/2015	State of Texas, acting by and through its agent, Smither Asset Management LLC	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 687	\$25 00
MF117511 H	5/23/2015	State of Texas, acting by and through its agent, Gertrude J. Smither, by John Jackson Smither, Attorney-in-Fact	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 677	\$25 00
MF117511 I	5/23/2015	State of Texas, acting by and through its agent, Frances R. Snipes	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 707	\$25 00

EXHIBIT "A"

MF#	LEASE DATE	LESSOR	LESSEE OF RECORD	COUNTY	LEGAL DESCRIPTION	RECORDATION	FILING FEE
MF117511 J	5/23/2015	State of Texas, acting by and through its agent, Florine Klussmann	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 697	\$25 00
MF117511 K	5/23/2015	State of Texas, acting by and through its agent, Kathleen Smither Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 747	\$25 00
MF117511 L	5/23/2015	State of Texas, acting by and through its agent, John Thomas Smither Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 737	\$25 00
MF117511 M	5/23/2015	State of Texas, acting by and through its agent, Edith Gibbs Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 727	\$25 00
MF117511 N	5/23/2015	State of Texas, acting by and through its agent, Clyde Michael Williams, III	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 717	\$25 00
MF117511 O	5/23/2015	State of Texas, acting by and through its agent, Mary Lee Nichols	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 767	\$25 00
MF117511 P	5/23/2015	State of Texas, acting by and through its agent, Walter Woodward, Jr.	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 777	\$25 00
MF117511 Q	5/23/2015	State of Texas, acting by and through its agent, William Robinson Woodward	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 787	\$25 00
MF117511 R	5/23/2015	State of Texas, acting by and through its agent, Mark B. Woodward	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 757	\$25 00
MF117511 S	5/23/2015	State of Texas, acting by and through its agent, John Thomas Smither Williams Trust, by John Thomas Smither Williams, Trustee	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1198, Page 21	\$25 00
MF117511 T	5/23/2015	State of Texas, acting by and through its agent, Edith Gibbs Williams Trust, by Edith Gibbs Williams, Trustee	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1198, Page 11	\$25 00
MF117511 U	5/23/2015	State of Texas, acting by and through its agent, Clyde Michael Williams, III Trust, by Clyde Michael Williams, III, Trustee	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1198, Page 1	\$25 00
MF117511 V	5/23/2015	State of Texas, acting by and through its agent, Kathleen Smither Williams Trust, by Kathleen Smither Williams, Trustee	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1197, Page 617	\$25 00
MF117511 W	5/16/2015	State of Texas, acting by and through its agent, Wilbur Lawrence Smither, III Estate, by Martha Mossman Smither, Executor	ConocoPhillips Company	Reeves	W/2 and NE/4 Section 47, Block 45, PSL Survey	Vol 1233, Page 718	\$25 00
MF117550	8/4/2015	Commissioner of the Texas General Land Office	Providence Energy Operators LLC	Culberson	Insofar and only insofar as the Lease cover the E/2 of Section 32, Block 45, PSL Survey	Vol 6, Page 180	\$25 00
MF117815 C	2/23/2016	State of Texas, acting by and through its agent, Sage Green Company	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1246, Page 636	\$25 00
MF117815 D	2/23/2016	State of Texas, acting by and through its agent, Pleasant Street Limited	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1246, Page 672	\$25 00
MF117815 E	2/1/2016	State of Texas, acting by and through its agent, E. M. Smither Company	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1257, Page 7	\$25 00
MF117815 F	2/23/2016	State of Texas, acting by and through its agent, Sarah Hawley Dunning and John Richard Hawley, Co-Trustees of the Eva Smither Hawley Family Trust	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1248, Page 96	\$25 00
MF117815 G	2/23/2016	State of Texas, acting by and through its agent, Mary Sue Coffman	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1248, Page 84	\$25 00
MF117815 H	2/23/2016	State of Texas, acting by and through its agent, Crimson Properties, Ltd.	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1246, Page 516	\$25 00
MF117815 I	2/23/2016	State of Texas, acting by and through its agent, Smither Asset Management LLC	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1250, Page 1	\$25 00
MF117815 J	2/23/2016	State of Texas, acting by and through its agent, Wilbur Lawrence Smither, III Estate, by Martha Mossman Smither, Executor	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1250, Page 588	\$25 00
MF117815 K	2/23/2016	State of Texas, acting by and through its agent, Gertrude J. Smither, by John Jackson Smither, Attorney-in-Fact	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1246, Page 576	\$25 00
MF117815 L	2/23/2016	State of Texas, acting by and through its agent, Frances R. Snipes	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1254, Page 250	\$25 00
MF117815 M	2/23/2016	State of Texas, acting by and through its agent, Florine Klussmann	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1246, Page 552	\$25 00
MF117815 N	2/4/2016	State of Texas, acting by and through its agent, Edith Gibbs Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1246, Page 588	\$25 00

EXHIBIT "A"

MF#	LEASE DATE	LESSOR	LESSEE OF RECORD	COUNTY	LEGAL DESCRIPTION	RECORDATION	FILING FEE
MF117815 O	2/4/2016	State of Texas, acting by and through its agent, John Thomas Smither Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1246, Page 612	\$25 00
MF117815 P	2/4/2016	State of Texas, acting by and through its agent, Kathleen Smither Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1246, Page 624	\$25 00
MF117815 Q	2/4/2016	State of Texas, acting by and through its agent, Clyde Michael Williams, III	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1246, Page 600	\$25 00
MF117815 R	2/1/2016	State of Texas, acting by and through its agent, Walter Woodward, Jr.	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1246, Page 648	\$25 00
MF117815 S	2/1/2016	State of Texas, acting by and through its agent, William Robinson Woodward	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1254, Page 208	\$25 00
MF117815 T	2/1/2016	State of Texas, acting by and through its agent, Mark B. Woodward	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1246, Page 660	\$25 00
MF117815 U	2/1/2016	State of Texas, acting by and through its agent, Mary Lee Nichols	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1246, Page 684	\$25 00
MF117815 V	2/4/2016	State of Texas, acting by and through its agent, Edith Gibbs Williams Trust, by Edith Gibbs Williams, Trustee	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1256, Page 714	\$25 00
MF117815 W	2/4/2016	State of Texas, acting by and through its agent, John Thomas Smither Williams Trust, by John Thomas Smither Williams, Trustee	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1256, Page 734	\$25 00
MF117815 X	2/4/2016	State of Texas, acting by and through its agent, Kathleen Smither Williams Trust, by Kathleen Smither Williams, Trustee	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1256, Page 724	\$25 00
MF117815 Y	2/4/2016	State of Texas, acting by and through its agent, Clyde Michael Williams, III Trust, by Clyde Michael Williams, III, Trustee	ConocoPhillips Company	Reeves	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Vol 1256, Page 766	\$25 00
MF117816 C	3/1/2016	State of Texas, acting by and through its agent, E. M. Smither Company	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1257, Page 398	\$25 00
MF117816 D	2/23/2016	State of Texas, acting by and through its agent, Sarah Hawley Dunning and John Richard Hawley, Co-Trustees of the Eva Smither Hawley Family Trust	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1248, Page 108	\$25 00
MF117816 E	2/23/2016	State of Texas, acting by and through its agent, Mary Sue Coffman	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1248, Page 132	\$25 00
MF117816 F	2/23/2016	State of Texas, acting by and through its agent, Crimson Properties, Ltd.	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1246, Page 528	\$25 00
MF117816 G	2/23/2016	State of Texas, acting by and through its agent, Smither Asset Management LLC	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1250, Page 13	\$25 00
MF117816 H	2/23/2016	State of Texas, acting by and through its agent, Wilbur Lawrence Smither, III Estate, by Martha Mossman Smither, Executor	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1250, Page 576	\$25 00
MF117816 I	2/23/2016	State of Texas, acting by and through its agent, Gertrude J. Smither, by John Jackson Smither, Attorney-in-Fact	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1246, Page 564	\$25 00
MF117816 J	2/23/2016	State of Texas, acting by and through its agent, Frances R. Snipes	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1254, Page 238	\$25 00
MF117816 K	2/23/2016	State of Texas, acting by and through its agent, Florine Klussmann	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1246, Page 540	\$25 00
MF117816 L	3/4/2016	State of Texas, acting by and through its agent, Edith Gibbs Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1249, Page 751	\$25 00
MF117816 M	3/4/2016	State of Texas, acting by and through its agent, John Thomas Smither Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1249, Page 763	\$25 00
MF117816 N	3/4/2016	State of Texas, acting by and through its agent, Kathleen Smither Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1249, Page 775	\$25 00
MF117816 O	3/4/2016	State of Texas, acting by and through its agent, Clyde Michael Williams, III	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1249, Page 787	\$25 00
MF117816 P	3/1/2016	State of Texas, acting by and through its agent, Walter Woodward, Jr.	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1249, Page 739	\$25 00
MF117816 Q	3/1/2016	State of Texas, acting by and through its agent, William Robinson Woodward	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1254, Page 220	\$25 00
MF117816 R	3/1/2016	State of Texas, acting by and through its agent, Mark B. Woodward	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1248, Page 144	\$25 00

EXHIBIT "A"

MF #	LEASE DATE	LESSOR	LESSEE OF RECORD	COUNTY	LEGAL DESCRIPTION	RECORDATION	FILING FEE
MF117816 S	3/1/2016	State of Texas, acting by and through its agent, Mary Lee Nichols	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1248, Page 120	\$25 00
MF117816 T	3/4/2016	State of Texas, acting by and through its agent, Edith Gibbs Williams Trust, by Edith Gibbs Williams, Trustee	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1250, Page 45	\$25 00
MF117816 U	3/4/2016	State of Texas, acting by and through its agent, John Thomas Smither Williams Trust, by John Thomas Smither Williams, Trustee	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1250, Page 55	\$25 00
MF117816 V	3/4/2016	State of Texas, acting by and through its agent, Kathleen Smither Williams Trust, by Kathleen Smither Williams, Trustee	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1250, Page 25	\$25 00
MF117816 W	3/4/2016	State of Texas, acting by and through its agent, Clyde Michael Williams, III Trust, by Clyde Michael Williams, III, Trustee	ConocoPhillips Company	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1250, Page 35	\$25 00
MF117816 X	6/24/2016	State of Texas, acting by and through its agent, Sage Green Company	Three Rivers Acquisition III LLC	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1293, Page 373	\$25 00
MF117816 Y	6/24/2016	State of Texas, acting by and through its agent, Pleasant Street Limited	Three Rivers Acquisition III LLC	Reeves	E/2W/2 of Section 12, Block 53, PSL Survey	Vol 1293, Page 387	\$25 00
MF118170	8/15/2016	State of Texas, acting by and through its agent, A. T. Land Company, LLC	Three Rivers Acquisition III LLC	Culberson	Insofar and only insofar as the Lease covers the E/2E/2 of Section 4, Block 52, PSL Survey	Vol 19, Page 153	\$25 00
MF118382	1/17/2017	Commissioner of the Texas General Land Office	Three Rivers Acquisition III LLC	Culberson	All of Section 8, Block 53, PSL Survey	Vol 26, Page 407	\$25 00
MF119424 A	3/21/2018	State of Texas, acting by and through its agent, MBR Oil & Gas #1 Ltd & PPLB Investments, LLC	PDC Permian Inc	Reeves	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Vol 1580, Page 290	\$25 00
MF119686	10/2/2018	Commissioner of the Texas General Land Office	APR Operating LLC	Reeves	Insofar and only insofar as the Lease covers the W/2 of Section 27, Block 45, PSL Survey	Document No. 18-20771	\$25 00
MF119900	10/22/2018	State of Texas, acting by and through its agent, Blairbax Energy LLC	PDC Permian Inc	Reeves	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Vol 1714, Page 288	\$25 00
MF119900	10/22/2018	State of Texas, acting by and through its agent Kennedy Minerals Ltd	PDC Permian Inc	Reeves	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Vol 1723, Page 392	\$25 00
MF119900	10/22/2018	State of Texas, acting by and through its agent, Midtex Royalty II LP	PDC Permian Inc	Reeves	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Vol 1719, Page 526	\$25 00
MF119900	12/5/2018	State of Texas, acting by and through its agent, Eb F Luckel Jr	PDC Permian Inc	Reeves	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Vol 1714, Page 248	\$25 00
MF119900	12/5/2018	State of Texas, acting by and through its agent, M Brad Bennett	PDC Permian Inc	Reeves	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Vol 1723, Page 372	\$25 00
MF119900	12/5/2018	State of Texas, acting by and through its agent, Susan Luckel Christie	PDC Permian Inc	Reeves	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Vol 1714, Page 268	\$25 00
MF119900	10/22/2018	State of Texas, acting by and through its agent, Oak Valley Mineral & Land LP	PDC Permian Inc	Reeves	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Vol 1727, Page 462	\$25 00
MF119900	10/22/2018	State of Texas, acting by and through its agent, The De Compiigne Property Co No 20 Ltd	PDC Permian Inc	Reeves	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Vol 1748, Page 404	\$25 00
MF119900	10/22/2018	State of Texas, acting by and through its agent, Fred W. Shield and Company	PDC Permian Inc	Reeves	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Vol 1719, Page 511	\$25 00
MF119900	10/22/2018	State of Texas, acting by and through its agent, Bruno & Marshall Investments	PDC Permian Inc	Reeves	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Vol 1748, Page 419	\$25 00
MF120353	2/1/2020	State of Texas, acting by and through its agent, Triangle Royalty, LP and JK Royalty, LP	APR Operating LLC	Reeves	W/2 of Section 34, Block 45, PSL Survey	Document No. 2020-8092	\$25 00
MF120353	2/1/2020	State of Texas, acting by and through its agent, CG Interests, LLC	APR Operating LLC	Reeves	W/2 of Section 34, Block 45, PSL Survey	Document No. 2020-8085	\$25 00
MF120353	2/1/2020	State of Texas, acting by and through its agent, Estate of James Robert Hill, Estate of Virginia Geln Hill Lattimore, Houton & Emma Hill Trust Estate	APR Operating LLC	Reeves	W/2 of Section 34, Block 45, PSL Survey	Document No. 2020-8087	\$25 00
MF120353	2/1/2020	State of Texas, acting by and through its agent, Hill Investments, Ltd.	APR Operating LLC	Reeves	W/2 of Section 34, Block 45, PSL Survey	Document No. 2020-8086	\$25 00
MF120353	2/1/2020	State of Texas, acting by and through its agent, KMF Land, LLC	APR Operating LLC	Reeves	W/2 of Section 34, Block 45, PSL Survey	Document No. 2020-8089	\$25 00
MF120353	2/1/2020	State of Texas, acting by and through its agent, Nancy Puff Jones	APR Operating LLC	Reeves	W/2 of Section 34, Block 45, PSL Survey	Document No. 2020-8090	\$25 00
MF120353	2/1/2020	State of Texas, acting by and through its agent, AllDale Minerals, LP	APR Operating LLC	Reeves	W/2 of Section 34, Block 45, PSL Survey	Document No. 2020-8083	\$25 00
MF120353	2/1/2020	State of Texas, acting by and through its agent, Word B. Wilson Investments, LP	APR Operating LLC	Reeves	W/2 of Section 34, Block 45, PSL Survey	Document No. 2020-8093	\$25 00
MF120353	2/1/2020	State of Texas, acting by and through its agent, Jack F. Cochran	APR Operating LLC	Reeves	W/2 of Section 34, Block 45, PSL Survey	Document No. 2020-8088	\$25 00
MF120353	2/1/2020	State of Texas, acting by and through its agent, Neil Cochran Hastings	APR Operating LLC	Reeves	W/2 of Section 34, Block 45, PSL Survey	Document No. 2020-8091	\$25 00

EXHIBIT "A"

MF #	LEASE DATE	LESSOR	LESSEE OF RECORD	COUNTY	LEGAL DESCRIPTION	RECORDATION	FILING FEE
MF120353	2/1/2020	State of Texas, acting by and through its agent, Carrolle Cochran Hathaway	APR Operating LLC	Reeves	W/2 of Section 34, Block 45, PSL Survey	Document No. 2020-8084	\$25 00
	8/1/2021	State of Texas, acting by and through its agent, WWO Minerals Management, LLC	APR Operating LLC	Reeves	All of Section 14, Block 53, PSL Survey	Inst. Number 2021-007523	\$25 00
	5/1/2020	State of Texas, acting by and through its agent, E M Smither Company	APR Operating LLC	Reeves	W/2E/2 of Section 13, Block 53, PSL Survey	Inst. Number 2021-007525	\$25 00
	5/1/2020	State of Texas, acting by and through its agent, Pleasant Street Limited	APR Operating LLC	Reeves	W/2E/2 of Section 13, Block 53, PSL Survey	Inst. Number 2021-007522	\$25 00
	5/1/2020	State of Texas, acting by and through its agent, Smither Holdings, LLC	APR Operating LLC	Reeves	W/2E/2 of Section 13, Block 53, PSL Survey	Inst. Number 2021-007526	\$25 00
	5/1/2020	State of Texas, acting by and through its agent, Sage Green Company	APR Operating LLC	Reeves	W/2E/2 of Section 13, Block 53, PSL Survey	Inst. Number 2021-007527	\$25 00
	5/1/2020	State of Texas, acting by and through its agent, E M Smither Company	APR Operating LLC	Reeves	E/2W/2 of Section 12 and Section 13, Block 53, PSL Survey	Inst. Number 2021-007528	\$25 00
	5/1/2020	State of Texas, acting by and through its agent, Pleasant Street Limited	APR Operating LLC	Reeves	E/2W/2 of Section 12 and Section 13, Block 53, PSL Survey	Inst. Number 2021-007521	\$25 00
	5/1/2020	State of Texas, acting by and through its agent, Smither Holdings, LLC	APR Operating LLC	Reeves	E/2W/2 of Section 12 and Section 13, Block 53, PSL Survey	Inst. Number 2021-007524	\$25 00
	5/1/2020	State of Texas, acting by and through its agent, Sage Green Company	APR Operating LLC	Reeves	E/2W/2 of Section 12 and Section 13, Block 53, PSL Survey	Inst. Number 2021-007529	\$25 00

\$3,775.00

Assign ID 11186
 MFH 11881B 1178155-2
 112189A-T 119900 A-J
 112190 A-T 120353 A-J
 116842 120645
 117292-D
 117511A-W

Execution Version

(1281010)

ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS

§
§
§
§

COUNTY OF REEVES

eff 11-1-21

This Assignment and Bill of Sale (this "Assignment") is effective as of November 1, 2021, at 12:01 a.m. local time at the location of the Assets (the "Effective Time"), from APR Operating LLC, a Delaware limited liability company ("Assignor"), and Petro-Hunt Permian, LLC, a Texas limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to in this Assignment individually as a "Party" and collectively as the "Parties".

I. Assignor, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms set forth in this Assignment, do by these presents grant, bargain, sell, convey, assign, transfer, set over, and deliver unto Assignee all of Assignor's right, title, and interest in, to, and under the following, without duplication, except to the extent constituting Excluded Assets (collectively, the "Assets"):

A all oil and gas leases and subleases located in the geographic area described on Exhibit A (the "Target Area") including the oil and gas leases and subleases described in Exhibit B, together with any and all other right, title and interest of Assignor in and to the leasehold estates created by such oil and gas leases and subleases subject to the terms, conditions, covenants and obligations set forth in such leases or Exhibit B (such interest in such leases, the "Leases"), all related rights and interests in the lands covered by the Leases and any lands pooled or unitized with such Leases (such lands, the "Lands");

B all rights and interests in, under or derived from all unitization and pooling agreements, declarations and Orders in effect with respect to any of the Leases or Wells and the related units, including those set forth on Exhibit C (the "Units") (the Leases, the Lands, the overriding royalties, the Units and the Wells being collectively referred to as the "Properties" or individually as a "Property");

C to the extent that they may be assigned, transferred or re-issued by Assignor (with consent, if applicable, but without the payment of any fee unless Assignee agrees in writing to pay such fee), all Permits, licenses, allowances, water rights, registrations, consents, Orders, approvals, variances, authorizations, servitudes, easements, rights-of-way, surface leases, other surface interests and surface rights to the extent appurtenant to or used primarily in connection with the ownership, operation, production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or produced water from the Properties or any of the Assets, including those described in Exhibit D;

D any and all oil, gas, water, CO2, injection and disposal wells located on any of the Lands, whether producing, shut-in, plugged or abandoned (such interest in such wells, including the wells set forth in Exhibit E, the "Wells"), and all Hydrocarbons produced or allocated from such Wells from and after the Effective Time;



True & Correct Copy of a
 Commission file at
 Reeves County Texas,
 Dianne O. Flores, County Clerk
 Page 1 of 36

E all equipment, machinery, company owned vehicles, fixtures and other personal, movable and mixed property located on any of the Properties or other Assets that is used primarily in connection with any of the Properties, including those items listed in Exhibit E, and including Well equipment, casing, tubing, pumps, motors, machinery, platforms, rods, tanks, boilers, fixtures, compression equipment, flowlines, pipelines, gathering systems associated with the Wells, pits, ponds, impoundments, manifolds, processing and separation facilities, pads, structures, materials and other items primarily used in the operation of such Well;

F to the extent assignable (with consent, if applicable, but without the payment of any fee unless Assignee agrees in writing to pay such fee), all Applicable Contracts and all rights under such Applicable Contracts insofar as and only to the extent relating to the Assets;

G all claims and causes of action to the extent attributable to the Assets, to the extent initially accruing from and after the Effective Time or pertaining to the Assumed Obligations (but excluding any such claims or causes of actions to the extent pertaining to any Specified Obligations during the applicable survival period pertaining to such Specified Obligations);

H all Imbalances relating to the Assets;

I originals (if available, and otherwise copies) and copies in digital form (if available) of all of the books, files, records, information and data, whether written or electronically stored, solely to the extent relating to the Assets in Assignor's possession, including: (i) land and title records (including prospect files, maps, lease records, abstracts of title, title opinions and title curative documents); (ii) Applicable Contract files; (iii) correspondence; (iv) operations, environmental, production and accounting records; (v) all records of the Operator Lead Response Plan pertaining to the Texas Railroad Commission Seismicity Response Area and (vi) facility and Well records (collectively, "Records");

J all Hydrocarbons produced from or allocated to the Wells in storage or existing in stock tanks, pipelines or plants (including inventory, line fill and tank bottoms) and upstream of the sales meter as of the Effective Time; and

K all radio equipment, SCADA and measurement technology and other production related mobility devices (such as SCADA controllers, but excluding any and all central SCADA servers), Well communication devices and any other information technology systems and licenses associated with the foregoing, in each case only to the extent such assets and licenses are (i) used or held for use solely in connection with the operation of the Properties, (ii) assignable (with consent, if applicable, but without the payment of any fee unless Assignee agrees in writing to pay such fee) and (iii) located on the Property (the "Production Related IT Equipment").

To the extent that any of the foregoing are used or relate to both the Assets and certain of the Excluded Assets, such as, by way of example but not limitation, ingress and egress rights and road and pipeline easements, such assets or rights shall be jointly owned by Assignor, as part of the Excluded Assets, and by Assignee, as part of the Assets.

SAVING, EXCEPTING AND RESERVING with respect to Assignor, however, all of the following assets (the "Excluded Assets");



(a) all of Assignor's corporate minute books, financial records, Income Tax records and other business records that relate to Assignor's business generally (including the ownership and operation of the Assets);

(b) except to the extent related to any Assumed Obligations, all trade credits, all accounts, all receivables of Assignor and all other proceeds, income or revenues of Assignor attributable to the Assets and attributable to any period of time prior to the Effective Time (other than the Suspense Funds and the Specified Receivables);

(c) except to the extent related to any Assumed Obligations, all claims and causes of action of Assignor or its Affiliates that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds);

(d) except to the extent related to any Assumed Obligations and further subject to Section 10.13 of the Purchase Agreement, all rights and interests of Assignor (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property;

(e) Assignor's rights with respect to all Hydrocarbons produced and sold from the Assets with respect to all periods prior to the Effective Time (excluding Hydrocarbons produced from or allocated to the Wells in storage or existing in stock tanks, pipelines or plants (including inventory, line fill and tank bottoms) for which the Purchase Price has been adjusted pursuant to Section 1.05(c)(i)(D) of the Purchase Agreement);

(f) all claims of Assignor or any of its Affiliates for refunds of, rights to receive funds from any Governmental Body, or loss carry forwards or credits with respect to (i) Taxes allocable to Assignor pursuant to Section 12.02(b) of the Purchase Agreement, (ii) Income Taxes paid by Assignor or their Affiliates, and (iii) any Taxes attributable to the Excluded Assets;

(g) all information technology assets, other than the Production Related IT Equipment, including all desktop computers, laptop computers, servers, networking equipment and any associated peripherals and other computer hardware, or computer software and telephone equipment;

(h) all rights, benefits and releases of Assignor or its Affiliates under or with respect to any Contract that are attributable to periods of time prior to Closing;

(i) all of Assignor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property;

(j) all documents and instruments of Assignor that may be protected by an attorney-client privilege or any attorney work product doctrine other than title opinions related to the Assets;



(k) all records and data that cannot be disclosed to Assignee as a result of confidentiality arrangements under existing written agreements;

(l) all audit rights or obligations (and all claims, defenses, causes of action and rights to settlements, refunds and proceeds with respect to such audit rights or obligations) for which Assignor or its Affiliate bears responsibility arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances assumed by Assignee;

(m) all of Assignor's and its Affiliates' proprietary and non-proprietary geophysical or other seismic and related technical data and information (including, but not limited to, interpretative data);

(n) documents prepared or received by Assignor or its Affiliates with respect to (i) lists of prospective purchasers for such transactions compiled by Assignor, (ii) bids submitted by other prospective purchasers of the Assets, (iii) analyses by Assignor or its Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among Assignor, its Representatives and any prospective purchaser other than Assignee and (v) correspondence between or among Assignor or any of its Representatives with respect to any of the bids, the prospective purchasers or the transactions contemplated by this Assignment;

(o) a copy of all Records;

(p) any Contracts that constitute master services agreements or similar contracts;

(q) any Hedge Contracts;

(r) any debt instruments; and

(s) all of Assignor's rights, interests and properties that are not included in the definition of "Assets", including the assets, properties and interests specifically listed in Exhibit G.

TO HAVE AND TO HOLD all and singular the Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereto appertaining unto Assignee and its successors, legal representatives, and assigns forever, subject to the following:

2. The Assets covered by this Assignment shall not include the "Conveyed Interests" (as such term is defined in the Deed) covered by that certain Surface Deed between Assignor and Assignee executed contemporaneously herewith and dated effective as of the Effective Time (the "Deed", and together with this Assignment, the "Instruments of Conveyance"). Assignor and Assignee acknowledge and agree that the Instruments of Conveyance (including any and all recorded counterparts thereof) are intended to convey to Assignee all of the "Assets" as defined and described in the Purchase Agreement (defined below). Assignor and Assignee acknowledge and agree that the Instruments of Conveyance are not intended to effect multiple conveyances of



the same properties or interests in such properties covered by this Assignment or the Deed or multiple assumptions by Assignee of the same Assumed Obligations as described in the Purchase Agreement.

3. This Assignment is delivered pursuant to that certain Purchase and Sale Agreement dated effective November 1, 2021, by and between Assignor and Assignee, (as the same may be amended and supplemented from time to time, the "Purchase Agreement"). The terms, conditions, provisions, agreements, representations, warranties and covenants of the Purchase Agreement are hereby incorporated in this Assignment by this reference. Nothing in this Assignment shall operate to limit, release, or impair any of Assignor's or Assignee's respective rights, obligations, remedies or indemnities in the Purchase Agreement. The Parties acknowledge and agree that the Purchase Agreement contains representations, warranties, agreements, covenants and indemnities, which shall not merge with or be superseded by this Assignment, but which shall survive and remain in full force and effect in accordance with the terms of the Purchase Agreement. Capitalized terms used in this Assignment shall have the meanings prescribed in this Assignment where such capitalized terms are defined. Any capitalized terms used in this Assignment and not otherwise defined in the Assignment shall have the meanings given to such terms in the Purchase Agreement. Each defined term shall be equally applicable both to the singular and the plural forms of the term so defined. To the extent the terms and provisions of this Assignment are in conflict, or inconsistent, with the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control. For purposes of notice to third parties, however, Assignor and Assignee expressly represent and acknowledge that a third party may rely on the descriptions of the Assets contained in this Assignment for purposes of determining title to the Assets.

4. This Assignment shall extend to, be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

5. Subject to the indemnities and limitations set forth in the Purchase Agreement, from and after the date hereof, Assignee assumes and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid and discharged) the Assumed Obligations.

6.

A. Assignor hereby agrees and binds itself, its successors and assigns, to warrant and defend, for a period of twenty-four (24) months after the Closing, Defensible Title to the Leases and Wells, unto Assignee, its successors and assigns, against every Person whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor or their Affiliates, but not otherwise, subject to the Permitted Encumbrances. Assignor hereby assigns and grants to Assignee, its respective successors and assigns, the benefit of and the right to enforce all rights, claims and causes of action under title representations, warranties, and covenants given or made by others, including Assignor's respective predecessors in interest, with respect to the Assets, and Assignee is specifically subrogated to all rights which Assignor may have against such others with respect to the Assets, to the maximum extent Assignor may legally transfer such rights and grant such subrogation. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS ASSIGNMENT OR IN THE PURCHASE**



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AGREEMENT, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE AND ASSIGNEE EXPRESSLY DISCLAIMS RELIANCE UPON ANY OF THE FOREGOING. WITHOUT LIMITING THE GENERALITY OF THE LIMITATION SET FORTH IN THE PRECEDING SENTENCE, THE LACK OF REPRESENTATIONS AND WARRANTIES AND ASSIGNEE'S DISCLAIMING OF RELIANCE UPON THE SAME APPLIES TO ANY OPINION, INFORMATION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE OR ITS AFFILIATES OR REPRESENTATIVES BY ANY AFFILIATES OR REPRESENTATIVES OF ASSIGNOR OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, ASSIGNOR'S COUNSEL OR ANY OTHER AGENT, CONSULTANT OR REPRESENTATIVE OF ASSIGNOR). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS ASSIGNMENT OR IN THE PURCHASE AGREEMENT, ASSIGNOR EXPRESSLY DISCLAIMS RELIANCE UPON AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO: (A) THE TITLE TO ANY OF THE ASSETS; (B) THE CONDITION OF THE ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS"; (C) ANY INFRINGEMENT BY ASSIGNOR OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY; (D) ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR (INCLUDING THE EXISTENCE OR EXTENT OF HYDROCARBONS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS AND THE ABILITY TO SELL HYDROCARBON PRODUCTION AFTER THE CLOSING); (E) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ASSETS; AND (F) THE PRESENCE OR ABSENCE OF ASBESTOS, NORM OR OTHER WASTES OR HAZARDOUS MATERIALS IN OR ON THE ASSETS IN QUANTITIES TYPICAL FOR OILFIELD OPERATIONS IN THE AREA WHERE THE ASSETS ARE LOCATED.

B. THE PARTIES AGREE THAT ANY INDEMNITY, DEFENSE OR RELEASE OBLIGATION ARISING UNDER THIS ASSIGNMENT SHALL APPLY WITHOUT REGARD TO THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF THE INDEMNIFIED PARTY, WHETHER ACTIVE, PASSIVE, JOINT, CONCURRENT, COMPARATIVE, CONTRIBUTORY OR SOLE, OR ANY PRE-EXISTING CONDITION, ANY BREACH OF CONTRACT OR BREACH OF WARRANTY, OR VIOLATION OF ANY LEGAL



REQUIREMENT, EXCEPT TO THE EXTENT SUCH DAMAGES WERE OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY APPLICABLE GROUP MEMBER OF SUCH INDEMNIFIED PARTY. THE PARTIES ACKNOWLEDGE AND AGREE THAT TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR ANY APPLICABLE GROUP MEMBER OF SUCH INDEMNIFIED PARTY, DAMAGES ARE NOT COVERED BY THE RELEASE, DEFENSE OR INDEMNITY OBLIGATIONS IN THIS ASSIGNMENT. THE FOREGOING IS A SPECIFICALLY BARGAINED FOR ALLOCATION OF RISK AMONG THE PARTIES, WHICH THE PARTIES AGREE AND ACKNOWLEDGE, SATISFIES THE EXPRESS NEGLIGENCE RULE AND CONSPICUOUSNESS REQUIREMENT UNDER DELAWARE LAW.

7. THIS ASSIGNMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR THE RIGHTS, DUTIES AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION, EXCEPT FOR ANY MATTERS RELATED TO REAL PROPERTY WHICH SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE SUCH REAL PROPERTY IS LOCATED. WITHOUT LIMITING THE PARTIES' AGREEMENT TO ARBITRATE IN SECTION 10.14 OF THE PURCHASE AGREEMENT OR THE DISPUTE RESOLUTION PROCEDURES PROVIDED IN SECTIONS 1.05(D) AND 10.14 OF THE PURCHASE AGREEMENT WITH RESPECT TO DISPUTES ARISING UNDER OR PROPERLY SUBJECT TO THE PURCHASE AGREEMENT, THE PARTIES CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE COURT OF CHANCERY OF THE STATE OF DELAWARE, OR IF (BUT ONLY IF) SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, THE STATE OR FEDERAL COURTS OF THE STATE OF DELAWARE FOR ANY ACTION ARISING OUT OF THIS ASSIGNMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED BY THIS ASSIGNMENT OR ANY TRANSACTION DOCUMENTS. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS ASSIGNMENT, ANY TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED BY THE PURCHASE AGREEMENT OR ANY TRANSACTION DOCUMENTS SHALL BE EXCLUSIVELY LITIGATED IN SUCH COURTS DESCRIBED ABOVE AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS SOLELY IN RESPECT OF ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, EACH PARTY VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, ANY TRANSACTION DOCUMENTS OR ANY



TRANSACTION CONTEMPLATED BY THIS ASSIGNMENT OR THE TRANSACTION DOCUMENTS. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT A FINAL AND NONAPPEALABLE JUDGMENT AGAINST A PARTY IN ANY ACTION OR PROCEEDING CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT. TO THE EXTENT THAT A PARTY OR ANY OF ITS AFFILIATES HAS ACQUIRED, OR HEREAFTER MAY ACQUIRE, ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH PARTY (ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES) IRREVOCABLY (A) WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS WITH RESPECT TO THIS ASSIGNMENT AND (B) SUBMITS TO THE PERSONAL JURISDICTION OF ANY COURT DESCRIBED IN THIS PARAGRAPH 7.

8. The Exhibits to this Assignment are incorporated by reference and constitute a part of this Assignment.

9. The Parties agree (a) to furnish to each other such further information, (b) to execute, acknowledge and deliver such further agreements, stipulations, and/or instruments of conveyance and transfer and (c) to do such other acts and things, in each case, as the other Party may reasonably request or as otherwise may be reasonably necessary to accomplish the intents and purposes of this Assignment and the Purchase Agreement, including, without limitation, executing separate assignments of individual oil and gas leases or interests in such assignments, which are included in the Assets as may reasonably facilitate the recognition of Assignee's ownership of the Assets.

10. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment shall remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

11. This Assignment may be executed in any number of counterparts, each of which shall be deemed valid and binding with respect to the signatories thereto, and all of which together shall constitute one and the same conveyance.

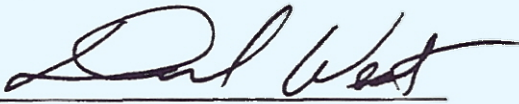
[Signature and Acknowledgment Pages Follow]



IN WITNESS WHEREOF, the Parties have executed this Assignment on the dates set forth in their respective acknowledgements hereto, but this Assignment shall be effective for all purposes as of the Effective Time.

ASSIGNOR:

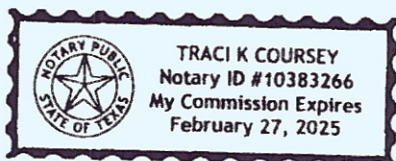
APR OPERATING LLC

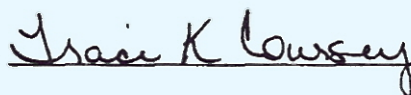
By: 
Name: Denzil West
Title: Chief Executive Officer

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 24 day of February, 2022, by Denzil West, known to me to be the Chief Executive Officer of APR Operating LLC, a Delaware limited liability company, who affirmed that the foregoing instrument was signed on behalf of such limited liability company and that the execution of this instrument was the free act and deed of such limited liability company.




Notary Public in and for the State of Texas

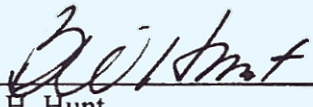
[Signature and Acknowledgement Page to Assignment and Bill of Sale]



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ASSIGNEE:

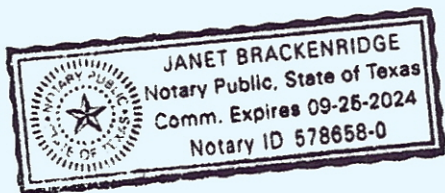
PETRO-HUNT PERMIAN, LLC

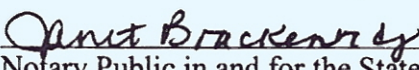
By: 
Name: Bruce H. Hunt
Title: President

ACKNOWLEDGMENTS

**THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

This instrument was acknowledged before me this 26 day of February, 2022, by Bruce H. Hunt, known to me to be the President of Petro-Hunt Permian, LLC, a Texas limited liability company, who affirmed that the foregoing instrument was signed on behalf of such limited liability company and that the execution of this instrument was the free act and deed of such limited liability company.




Notary Public in and for the State of Texas

[Signature and Acknowledgment Page to Assignment and Bill of Sale]



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Exhibit A

Target Area

[See attached.]

Exhibit A to Assignment and Bill of Sale



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Certificate of Sale at
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EXHIBIT A - TARGET AREA

Attached to and made part of that certain Assignment and Bill of Sale, effective November 1, 2021, by and between APR Operating LLC, as Assignor, and Petro-Hunt Permian, LLC, as Assignee

Survey	State	County	Block	Section
PSL Survey	TX	Culberson and Reeves	45	28
PSL Survey	TX	Culberson and Reeves	45	33
PSL Survey	TX	Culberson and Reeves	45	40
PSL Survey	TX	Reeves	45	27
PSL Survey	TX	Reeves	45	34
PSL Survey	TX	Culberson and Reeves	45	45
PSL Survey	TX	Reeves	45	39
PSL Survey	TX	Reeves	45	46
PSL Survey	TX	Reeves	45	38
PSL Survey	TX	Reeves	45	47
PSL Survey	TX	Reeves	45	48
PSL Survey	TX	Culberson and Reeves	53	4
PSL Survey	TX	Culberson and Reeves	53	9
PSL Survey	TX	Culberson and Reeves	53	16
PSL Survey	TX	Culberson and Reeves	53	21
PSL Survey	TX	Reeves	53	3
PSL Survey	TX	Reeves	53	10
PSL Survey	TX	Reeves	53	2
PSL Survey	TX	Reeves	53	11
PSL Survey	TX	Reeves	53	14
PSL Survey	TX	Reeves	53	1
PSL Survey	TX	Reeves	53	12
PSL Survey	TX	Reeves	53	13



Exhibit B

Leases

[See attached.]

Exhibit B to Assignment and Bill of Sale



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EXHIBIT B - LEASES

Attached to and made part of that certain Assignment and Bill of Sale, effective November 1, 2021, by and between APR Operating LLC, as Assignor, and Petro-Hunt Permian, LLC, as Assignee

LESSOR	LESSEE OF RECORD	LEASE DATE	DEPTHS CONVEYED	LEGAL DESCRIPTION	COUNTY	STATE	RECORDATION
J. Loyd Parker, III, et al	Legend Natural Gas IV LP	9/1/2010	From the surface to 100 feet below the base of the deepest formation	Insofar and only insofar as the Lease cover the following: All of Section 16, N/2 Section 17, All of Section 21, All in Block 53, PSL Survey	Culberson & Reeves	TX	Vol 102, Page 897 - Culberson Vol 852, Page 226 - Reeves
Janice A. Pickens	ConocoPhillips Company	12/28/2010	From the surface to 100 feet below the base of the deepest producing formation	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 105, Page 1 - Culberson Vol 869, Page 1 - Reeves
Richard Foster Mays	ConocoPhillips Company	2/24/2011	From the surface to 100 feet below the base of the deepest producing formation	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 105, Page 35 - Culberson Vol 880, Page 415 - Reeves
John Lane Mays	ConocoPhillips Company	2/24/2011	From the surface to 100 feet below the base of the deepest producing formation	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 105, Page 29 - Culberson Vol 880, Page 408 - Reeves
Jane Williamson	ConocoPhillips Company	2/24/2011	From the surface to 100 feet below the base of the deepest producing formation	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 105, Page 23 - Culberson Vol 880, Page 401 - Reeves
Mark J. Mueller	ConocoPhillips Company	2/24/2011	From the surface to 100 feet below the base of the deepest producing formation	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 105, Page 17 - Culberson Vol 880, Page 394 - Reeves
George and Leanne Popko	ConocoPhillips Company	2/24/2011	From the surface to 100 feet below the base of the deepest producing formation	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 105, Page 11 - Culberson Vol 880, Page 387 - Reeves
Arlen T. Boren	ConocoPhillips Company	2/24/2011	From the surface to 100 feet below the base of the deepest producing formation	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 105, Page 5 - Culberson Vol 880, Page 380 - Reeves
Andre Duchateau, Individually and as Independent Executor of the Estate of Annie Mays Duchateau, deceased	BTA Oil Producers LLC	11/4/2010	All Depths	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 103, Page 850 - Culberson Vol 1020, Page 36 - Reeves
BHCH Mineral, Ltd., and Fredericksburg Royalty, Ltd.	BTA Oil Producers LLC	2/7/2011	From the surface to the deepest producing formation	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 107, Page 272 - Culberson Vol 929, Page 87 - Reeves
John Bentley Mays	BTA Oil Producers LLC	11/2/2010	From the surface to 100 feet below the deepest depth drilled	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 104, Page 106 - Culberson Vol 1020, Page 56 - Reeves
KMP Resources LLC	BTA Oil Producers LLC	10/27/2010	From the surface to 100 feet below the deepest depth drilled	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 103, Page 853 - Culberson Vol 1020, Page 40 - Reeves
White Star Energy, Inc.	BTA Oil Producers LLC	10/27/2010	From the surface to 100 feet below the deepest depth drilled	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 103, Page 859 - Culberson Vol 1020, Page 48 - Reeves
Pecos Bend Royalties LP	BTA Oil Producers LLC	10/27/2010	From the surface to 100 feet below the deepest depth drilled	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 103, Page 856 - Culberson Vol 1020, Page 44 - Reeves
Bill N. Camp, Trustee and Camp Oil Company	BTA Oil Producers LLC	10/14/2010	From the surface to 100 feet below the base of the deepest producing formation	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 104, Page 285 - Culberson Vol 1020, Page 67 - Reeves
Rodney J. Camp	BTA Oil Producers LLC	10/14/2010	From the surface to 100 feet below the base of the deepest producing formation	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 104, Page 279 - Culberson Vol 1020, Page 60 - Reeves
Evelyn Byrnes Camp	BTA Oil Producers LLC	10/14/2010	From the surface to 100 feet below the base of the deepest producing formation	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 104, Page 292 - Culberson Vol 1020, Page 75 - Reeves
Henderson Memorial Hospital	BTA Oil Producers LLC	10/15/2010	From the surface to 100 feet below the greatest depth drilled	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 103, Page 849 - Culberson Vol 1020, Page 34 - Reeves
Barbara L. Camp Testamentary Trust, FBO Brittany F. Contie, Account No. FA075, by Frost National Bank, N.A. as Trustee	BTA Oil Producers LLC	1/18/2011	From the surface to 100 feet below the deepest producing perforation	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 104, Page 549 - Culberson Vol 872, Page 678 - Reeves
Helen Holt	BTA Oil Producers LLC	8/1/2010	All Depths	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 103, Page 862 - Culberson Vol 1020, Page 52 - Reeves
Alpine Royalties LLC	ConocoPhillips Company	4/1/2013	From the surface to the deepest producing formation	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 109, Page 501 - Culberson Vol 1010, Page 12 - Reeves
Deborah Inman	ConocoPhillips Company	3/21/2013	All Depths	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 109, Page 450 - Culberson Vol 1006, Page 771 - Reeves
Billie L. Carr	ConocoPhillips Company	3/21/2013	All Depths	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 109, Page 451 - Culberson Vol 1006, Page 769 - Reeves
Barbara J. King	ConocoPhillips Company	7/6/2013	All Depths	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 109, Page 846 - Culberson Vol 1030, Page 734 - Reeves
Belmont Sisters, LP and Patricia Penrose Schieffer Testamentary Trust, Bank of America, N.A. Agent	ConocoPhillips Company	6/18/2014	From the surface to 100 feet below the base of the deepest producing formation	All of Section 28, All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 114, Page 689 - Culberson Vol 1146, Page 30 - Reeves
Bigg, Trustee of the Kelly and Mary Miles Trust	ConocoPhillips Company	12/30/2010	All Depths	All of Section 43, Section 44, and Section 46, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 104, Page 199 - Culberson Vol 869, Page 7 - Reeves
Biggs	ConocoPhillips Company	12/30/2010	All Depths	All of Section 43, Section 44, and Section 46, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 104, Page 202 - Culberson Vol 869, Page 3 - Reeves

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LESSOR	LESSEE OF RECORD	LEASE DATE	DEPTHS CONVEYED	LEGAL DESCRIPTION	COUNTY	STATE	RECORDATION
Gary A. McMillan	Three Rivers Acquisition III LLC	7/1/2016	From the surface to 100 feet below the base of the deepest producing formation	All of Section 45, Block 45, PSL Survey	Culberson & Reeves	TX	Vol 17, Page 495 - Culberson Vol 1297, Page 56 - Reeves
Vittum Revocable Living Trust dated 12/08/1998, by Cheryl A. Vittum, Trustee	Three Rivers Acquisition III LLC	7/1/2016	From the surface to 100 feet below the base of the deepest producing formation	All of Section 45, Block 45, PSL Survey	Culberson & Reeves	TX	Vol 18, Page 11 - Culberson Vol 1304, Page 37 - Reeves
Connie Spechtenhauser, Trustee of the Spechtenhauser Family Trust	Three Rivers Acquisition III LLC	7/1/2016	From the surface to 100 feet below the base of the deepest producing formation	All of Section 45, Block 45, PSL Survey	Culberson & Reeves	TX	Vol 18, Page 10 - Culberson Vol 1304, Page 36 - Reeves
Cosmo Investments, LLC	Three Rivers Acquisition III LLC	9/29/2016	From the surface to 100 feet below the base of the deepest producing formation	All of Section 45, Block 45, PSL Survey	Culberson & Reeves	TX	Vol 20, Page 722 - Culberson Vol 1328, Page 713 - Reeves
Norma Jean Roupe	CHI Energy Inc	12/29/2010	All Depths	All of Section 45, Block 45, PSL Survey	Culberson & Reeves	TX	Vol 105, Page 170 - Culberson Vol 885, Page 54 - Reeves
James Andrew Payne	CHI Energy Inc	12/29/2010	All Depths	All of Section 45, Block 45, PSL Survey	Culberson & Reeves	TX	Vol 105, Page 172 - Culberson Vol 885, Page 57 - Reeves
Nancy Herrin	Petrohawk Properties LP	2/6/2013	All Depths	All of Section 45, Block 45, PSL Survey	Culberson & Reeves	TX	Vol 109, Page 249 - Culberson Vol 992, Page 115 - Reeves
Margaret Mary Barnett Trust, Marianne T. Adkins, Trustee	Carrizo (PERMIAN) LLC	1/15/2016	From the surface to 10,000 feet	All of Section 45, Block 45, PSL Survey	Culberson & Reeves	TX	Vol 10, Page 339 - Culberson Vol 1241, Page 777 - Reeves
Frank Herbert Hillman, Jr	Carrizo (PERMIAN) LLC	1/15/2016	From the surface to 10,000 feet	All of Section 45, Block 45, PSL Survey	Culberson & Reeves	TX	Vol 12, Page 601 - Culberson Vol 1259, Page 620 - Reeves
Dr. Pepper Bottling Company of Dublin, Inc	ConocoPhillips Company	12/29/2010	All Depths	W/2 of Section 39, Block 45, PSL Survey	Reeves	TX	Vol 864, Page 766
Fern Sawyer Ward	ConocoPhillips Company	12/14/2010	All Depths	S/2 of Section 11, Block 53, PSL Survey	Reeves	TX	Vol 862, Page 518
Penny Mancille Willer	ConocoPhillips Company	12/27/2010	All Depths	All of Section 11, Block 53, PSL Survey	Reeves	TX	Vol 862, Page 538
Scharbauer Alston Ward	ConocoPhillips Company	12/14/2010	All Depths	S/2 of Section 11, Block 53, PSL Survey	Reeves	TX	Vol 862, Page 522
Cyndi Mancille Johnson	ConocoPhillips Company	12/27/2010	All Depths	All of Section 11, Block 53, PSL Survey	Reeves	TX	Vol 863, Page 479
Clara Irene Elkan Vucetic	ConocoPhillips Company	12/14/2010	All Depths	All of Section 11, Block 53, PSL Survey	Reeves	TX	Vol 864, Page 748
Patsy Ruth Alston Ward	ConocoPhillips Company	12/14/2010	All Depths	S/2 of Section 11, Block 53, PSL Survey	Reeves	TX	Vol 862, Page 514
Patricia Goble	ConocoPhillips Company	12/27/2010	All Depths	All of Section 11, Block 53, PSL Survey	Reeves	TX	Vol 863, Page 491
Jason Elkan	ConocoPhillips Company	12/13/2010	All Depths	All of Section 11, Block 53, PSL Survey	Reeves	TX	Vol 861, Page 689
Bill M. Clifford	ConocoPhillips Company	12/27/2010	All Depths	All of Section 11, Block 53, PSL Survey	Reeves	TX	Vol 863, Page 487
Bennett McBride	ConocoPhillips Company	12/27/2010	All Depths	All of Section 11, Block 53, PSL Survey	Reeves	TX	Vol 862, Page 550
Cristine Anna Elkan	ConocoPhillips Company	3/9/2011	All Depths	All of Section 11, Block 53, PSL Survey	Reeves	TX	Vol 873, Page 313
Arthur R. Mancille, Jr.	ConocoPhillips Company	5/23/2013	All Depths	All of Section 11, Block 53, PSL Survey	Reeves	TX	Vol 1017, Page 703
Patricia Goble	ConocoPhillips Company	12/27/2010	All Depths	SE/4, NW/4 and SW/4 of Section 2, Block 53, PSL Survey	Reeves	TX	Vol 863, Page 495
Jason Elkan	ConocoPhillips Company	12/14/2010	All Depths	SE/4, NW/4 and SW/4 of Section 2, Block 53, PSL Survey	Reeves	TX	Vol 864, Page 390
Bill M. Clifford	ConocoPhillips Company	12/27/2010	All Depths	SE/4, NW/4 and SW/4 of Section 2, Block 53, PSL Survey	Reeves	TX	Vol 863, Page 483
Bennett McBride	ConocoPhillips Company	12/27/2010	All Depths	SE/4, NW/4 and SW/4 of Section 2, Block 53, PSL Survey	Reeves	TX	Vol 862, Page 546
Penny Mancille Willer	ConocoPhillips Company	12/27/2010	All Depths	SE/4, NW/4 and SW/4 of Section 2, Block 53, PSL Survey	Reeves	TX	Vol 862, Page 542
Cyndi Mancille Johnson	ConocoPhillips Company	12/27/2010	All Depths	SE/4, NW/4 and SW/4 of Section 2, Block 53, PSL Survey	Reeves	TX	Vol 863, Page 475
Cristine Anna Elkan	ConocoPhillips Company	3/9/2011	All Depths	SE/4, NW/4 and SW/4 of Section 2, Block 53, PSL Survey	Reeves	TX	Vol 873, Page 309
Clara Irene Elkan Vucetic	ConocoPhillips Company	12/14/2010	All Depths	SE/4, NW/4 and SW/4 of Section 2, Block 53, PSL Survey	Reeves	TX	Vol 873, Page 317
State of Texas, acting by and through its agent, Reed-George Land & Minerals, Ltd	ConocoPhillips Company	12/31/2010	From the surface to 9,842 feet	Insofar and only insofar as the Lease covers All of Section 14, Block 53, PSL Survey	Reeves	TX	Vol 868, Page 31
State of Texas, acting by and through its agent, W. W. Oatman, et al	ConocoPhillips Company	12/31/2010	From the surface to 9,842 feet	Insofar and only insofar as the Lease covers All of Section 14, Block 53, PSL Survey	Reeves	TX	Vol 868, Page 41
State of Texas, acting by and through its agent, WWO Minerals Management, LLC	APR Operating LLC	8/1/2021	All depths from 9,842 feet TVD and below	All of Section 14, Block 53, PSL Survey	Reeves	TX	Inst. Number 2021-007523 - Reeves
State of Texas, acting by and through its agent, Sage Green Company	ConocoPhillips Company	12/23/2010	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 868, Page 690
State of Texas, acting by and through its agent, Pleasant Street Limited	ConocoPhillips Company	12/23/2010	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 868, Page 680
State of Texas, acting by and through its agent, Crimson Properties, Ltd.	ConocoPhillips Company	3/25/2011	From the surface to 100 feet below the total depth drilled.	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 715
State of Texas, acting by and through its agent, Mark B. Woodward	ConocoPhillips Company	4/1/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 385
State of Texas, acting by and through its agent, Mary Sue Coffman	ConocoPhillips Company	3/16/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 495
State of Texas, acting by and through its agent, Wilbur L. Smither, III	ConocoPhillips Company	3/16/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 896, Page 707
State of Texas, acting by and through its agent, William Robinson Woodward	ConocoPhillips Company	4/1/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 429
State of Texas, acting by and through its agent, Walter Woodward, Jr.	ConocoPhillips Company	4/1/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 462
State of Texas, acting by and through its agent, Mary Lee Nichols	ConocoPhillips Company	4/1/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 407
State of Texas, acting by and through its agent, E. M. Smither Company	ConocoPhillips Company	4/1/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 879, Page 250
State of Texas, acting by and through its agent, E. M. Smither	ConocoPhillips Company	3/28/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 473
State of Texas, acting by and through its agent, E. M. Smither	ConocoPhillips Company	3/28/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 627

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LESSOR	LESSEE OF RECORD	LEASE DATE	DEPTHS CONVEYED	LEGAL DESCRIPTION	COUNTY	STATE	RECORDATION
State of Texas, acting by and through its agent, Florine Klussmann	ConocoPhillips Company	3/28/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 649
State of Texas, acting by and through its agent, Frances R. Snipes	ConocoPhillips Company	3/28/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 738
State of Texas, acting by and through its agent, Kathleen Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	4/4/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 583
State of Texas, acting by and through its agent, Edith Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	4/4/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 561
State of Texas, acting by and through its agent, Kathleen C. Smither, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	4/4/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 539
State of Texas, acting by and through its agent, John Thomas Smither Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	4/4/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 605
State of Texas, acting by and through its agent, Clyde Michael Williams, III	ConocoPhillips Company	4/4/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 671
State of Texas, acting by and through its agent, Sally H. Dunning, Trustee of the Eva S. Hawley Family Trust	ConocoPhillips Company	3/25/2011	From the surface to 100 feet below the total depth drilled	All of Section 1, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 693
State of Texas, acting by and through its agent, Sage Green Company	ConocoPhillips Company	12/23/2010	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 869, Page 274
State of Texas, acting by and through its agent, Pleasant Street Limited	ConocoPhillips Company	12/23/2010	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 868, Page 700
State of Texas, acting by and through its agent, Crimson Properties, Ltd.	ConocoPhillips Company	3/25/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 877, Page 726
State of Texas, acting by and through its agent, Mary Sue Coffman	ConocoPhillips Company	3/16/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 877, Page 506
State of Texas, acting by and through its agent, Wilbur L. Smither, III	ConocoPhillips Company	3/16/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 896, Page 696
State of Texas, acting by and through its agent, Mark B. Woodward	ConocoPhillips Company	4/1/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 877, Page 396
State of Texas, acting by and through its agent, William Robinson Woodward	ConocoPhillips Company	4/1/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 877, Page 440
State of Texas, acting by and through its agent, Walter Woodward, Jr.	ConocoPhillips Company	4/1/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 877, Page 451
State of Texas, acting by and through its agent, Mary Lee Nichols	ConocoPhillips Company	4/1/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 877, Page 418
State of Texas, acting by and through its agent, E. M. Smither Company	ConocoPhillips Company	4/1/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 879, Page 265
State of Texas, acting by and through its agent, Smither Partners	ConocoPhillips Company	3/28/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 877, Page 484
State of Texas, acting by and through its agent, Gertrude J. Smither	ConocoPhillips Company	3/28/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 877, Page 638
State of Texas, acting by and through its agent, Florine Klussmann	ConocoPhillips Company	3/28/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 877, Page 660
State of Texas, acting by and through its agent, Frances R. Snipes	ConocoPhillips Company	3/28/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 877, Page 749
State of Texas, acting by and through its agent, Kathleen Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	4/4/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 877, Page 594
State of Texas, acting by and through its agent, Edith Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	4/4/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 877, Page 572
State of Texas, acting by and through its agent, Kathleen C. Smither, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	4/4/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 877, Page 550
State of Texas, acting by and through its agent, John Thomas Smither Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	4/4/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 877, Page 616
State of Texas, acting by and through its agent, Clyde Michael Williams, III	ConocoPhillips Company	4/4/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 877, Page 682
State of Texas, acting by and through its agent, Sally H. Dunning, Trustee of the Eva S. Hawley Family Trust	ConocoPhillips Company	3/25/2011	From the surface to 100 feet below the total depth drilled	South 400.98 acres of Section 48, Block 45, PSL Survey	Reeves	TX	Vol 877, Page 704
Kathryn Whittington, Successor Trustee of the Bashe Family Living Trust Agreement dated November 15, 1993	ConocoPhillips Company	11/7/2013	All Depths	All of Section 46, Block 45, PSL Survey; All of Section 4 lying within Reeves County, Block 53, PSL Survey	Reeves	TX	Vol 1041, Page 278
Associates, Inc.	ConocoPhillips Company	2/25/2014	From the surface to 100 feet below the base of the deepest producing formation	All of Section 28, East 39.46 acres located in the E/2E/2 of Section 29, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 112, Page 45 - Culberson Vol 1069, Page 523 - Reeves



True & Correct Copy of a
 Certificate of Title at
 Reeves County, Texas,
 Dianne O. Flanagan, County Clerk
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LESSOR	LESSEE OF RECORD	LEASE DATE	DEPTHS CONVEYED	LEGAL DESCRIPTION	COUNTY	STATE	RECORDATION
Larry T. Long	ConocoPhillips Company	10/28/2014	From the surface to 100 feet below the base of the deepest producing formation	All of Section 28, East 39.46 acres located in the E/2E/2 of Section 29, All in Block 45, PSL Survey	Culbertson & Reeves	TX	Vol 115, Page 85 - Culbertson Vol 1146, Page 540 - Reeves
James Robert Hill, et al	Energen Resources Corporation	12/1/2010	From the top of the Bone Springs Formation to 100 feet below the base of the deepest producing formation	Insofar and only insofar as the Lease covers the South 426.67 acres of Section 38, Block 45, PSL Survey	Reeves	TX	Vol 863, Page 335
Fred W. Shield and Company	Three Rivers Acquisition III LLC	4/19/2016	From the surface to 100 feet below the base of the deepest producing formation	South 2/3 Section 38, Block 45, PSL Survey containing 426.67 acres, more or less	Reeves	TX	Vol 1287, Page 355
The De Compiegne Property Company No. 20, Ltd.	Three Rivers Acquisition III LLC	4/19/2016	From the surface to 100 feet below the base of the deepest producing formation	South 2/3 Section 38, Block 45, PSL Survey containing 426.67 acres, more or less	Reeves	TX	Vol 1279, Page 184
Oak Valley Mineral and Land, LP	Three Rivers Acquisition III LLC	4/19/2016	From the surface to 100 feet below the deepest depth drilled	South 2/3 Section 38, Block 45, PSL Survey containing 426.67 acres, more or less	Reeves	TX	Vol 1287, Page 372
Kennedy Minerals, Ltd.	Three Rivers Acquisition III LLC	4/19/2016	From the surface to 100 feet below the deepest depth drilled	South 2/3 Section 38, Block 45, PSL Survey containing 426.67 acres, more or less	Reeves	TX	Vol 1287, Page 357
Bruno and Marshall Investments	Three Rivers Acquisition III LLC	5/18/2016	From the surface to 100 feet below the base of the deepest producing formation	South 2/3 Section 38, Block 45, PSL Survey containing 426.67 acres, more or less	Reeves	TX	Vol 1293, Page 371
MBR Oil & Gas #1 Ltd.	Three Rivers Acquisition III LLC	8/17/2016	From the surface to 100 feet below the base of the deepest producing formation	South 2/3 Section 38, Block 45, PSL Survey containing 426.67 acres, more or less	Reeves	TX	Vol 1310, Page 615
Midtex Royalty II LP	Three Rivers Acquisition III LLC	8/25/2016	From the surface to 100 feet below the perforated interval	South 2/3 Section 38, Block 45, PSL Survey containing 426.67 acres, more or less	Reeves	TX	Vol 1319, Page 637
CG Interest LLC	Summit West Resources LP	2/8/2016	From the surface to 100 feet below the deepest producing formation	Insofar and only insofar as the Lease covers the South 426.67 acres of Section 38, Block 45, PSL Survey	Reeves	TX	Vol 1250, Page 503
Triangle Royalty LP, et al	Summit West Resources LP	2/8/2016	From the surface to 100 feet below the deepest producing formation	Insofar and only insofar as the Lease covers the South 426.67 acres of Section 38, Block 45, PSL Survey	Reeves	TX	Vol 1250, Page 14
CMC/SC Beckham Holdings, LP, et al	ConocoPhillips Company	6/13/2014	From the surface to 300 feet below the deepest producing perforation	NE/4 of Section 2, Block 53, PSL Survey	Reeves	TX	Vol 1091, Page 315
State of Texas, acting by and through its agents, CMC/SC Beckham Holdings, LP, et al	ConocoPhillips Company	6/13/2014	From the surface to 300 feet below the deepest producing perforation	SE/4 of Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1091, Page 304
Chevron U.S.A. Inc.	ConocoPhillips Company	10/1/2014	From the surface to 100 feet below the deepest producing interval	Insofar and only insofar as the Lease covers the following: N/2, SW/4 and W/2SE/4 Section 5, All of Section 6, and All of Section 9, All in Block 53, PSL Survey	Culbertson & Reeves	TX	Vol 114, Page 447 - Culbertson Vol 1137, Page 245 - Reeves
T-76, LLC	Petrohawk Properties LP	10/21/2011	From the surface to 100 feet below the base of the deepest producing formation	All of Section 28, Block 45, PSL Survey	Culbertson & Reeves	TX	Vol 107, Page 97 - Culbertson Vol 910, Page 197 - Reeves
Dela Minerals, Inc.	Petrohawk Properties LP	10/21/2011	From the surface to 100 feet below the base of the deepest producing formation	All of Section 29 SAVE AND EXCEPT the W/2NW/4, All of Section 33, Section 40, and Section 41, All in Block 45, PSL Survey	Culbertson & Reeves	TX	Vol 107, Page 99 - Culbertson Vol 910, Page 195 - Reeves
Gary Neil Covington, Trustee of the Covington Trust	ConocoPhillips Company	11/18/2014	All Depths	All of Section 28, Block 45, PSL Survey	Culbertson & Reeves	TX	Vol 114, Page 635 - Culbertson Vol 1134, Page 315 - Reeves
Russell Garwood Trust, Cassandra Garwood Trust, and the Samantha Garwood Trust, by Frost Bank, N.A., as Trustee	ConocoPhillips Company	11/5/2014	All Depths	East part of Section 28 located in Reeves County, East part of Section 33 located in Reeves County, East part of Section 40 located in Reeves County, All in Block 45, PSL Survey	Reeves	TX	Vol 1137, Page 248
The Allar Company	ConocoPhillips Company	3/23/2011	From the surface to 150 feet below the deepest producing perforations	S/2, NW/4 and W/2NE/4 of Section 3, Block 53, PSL Survey	Reeves	TX	Vol 1062, Page 147
Harold H. Pigg, Trustee of the Kelly and Mary Miles Pigg Family Trust	Three Rivers Acquisition III LLC	7/1/2016	From the surface to 100 feet below the base of the deepest producing formation	All of Section 4, Block 53, PSL Survey	Culbertson & Reeves	TX	Vol 14, Page 911 - Culbertson Vol 1272, Page 329 - Reeves
John Billings	Three Rivers Acquisition III LLC	7/1/2016	From the surface to 100 feet below the base of the deepest producing formation	All of Section 4, Block 53, PSL Survey	Culbertson & Reeves	TX	Vol 16, Page 489 - Culbertson Vol 1287, Page 353 - Reeves
James Billings	Three Rivers Acquisition III LLC	7/1/2016	From the surface to 100 feet below the base of the deepest producing formation	All of Section 4, Block 53, PSL Survey	Culbertson & Reeves	TX	Vol 17, Page 494 - Culbertson Vol 1275, Page 330 - Reeves
The Allar Company	Three Rivers Acquisition III LLC	9/6/2016	From the surface to 150 feet below the deepest producing perforations	All of Section 4, Block 53, PSL Survey	Culbertson & Reeves	TX	Vol 19, Page 620 - Culbertson Vol 1335, Page 30 - Reeves
Edward Armstrong Elkan, III	ConocoPhillips Company	2/7/2011	All Depths	SE/4, NW/4 and SW/4 of Section 2, All of Section 11, All in Block 53, PSL Survey	Reeves	TX	Vol 871, Page 744
Patricia Goble	ConocoPhillips Company	3/24/2011	All Depths	E/2NE/4 of Section 3, Block 53, PSL Survey	Reeves	TX	Vol 879, Page 579
Fern Sawyer Ward	ConocoPhillips Company	3/24/2011	All Depths	E/2NE/4 of Section 3, Block 53, PSL Survey	Reeves	TX	Vol 879, Page 593
Scharbauer Alston Ward	ConocoPhillips Company	3/24/2011	All Depths	E/2NE/4 of Section 3, Block 53, PSL Survey	Reeves	TX	Vol 879, Page 589
Patsy Ruth Alston Ward	ConocoPhillips Company	3/23/2011	All Depths	E/2NE/4 of Section 3, Block 53, PSL Survey	Reeves	TX	Vol 879, Page 597
Clara Irene Elkan Vucetic	ConocoPhillips Company	3/24/2011	All Depths	E/2NE/4 of Section 3, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 142
Cyndi Mancille Johnson	ConocoPhillips Company	3/24/2011	All Depths	E/2NE/4 of Section 3, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 138
Penny Mancille Willer	ConocoPhillips Company	3/24/2011	All Depths	E/2NE/4 of Section 3, Block 53, PSL Survey	Reeves	TX	Vol 877, Page 158
Bennett McBride	ConocoPhillips Company	3/24/2011	All Depths	E/2NE/4 of Section 3, Block 53, PSL Survey	Reeves	TX	Vol 880, Page 424
Edward Armstrong Elkan, III	ConocoPhillips Company	3/24/2011	All Depths	E/2NE/4 of Section 3, Block 53, PSL Survey	Reeves	TX	Vol 880, Page 428
Edward Armstrong Elkan, III	ConocoPhillips Company	3/23/2011	All Depths	E/2NE/4 of Section 3, Block 53, PSL Survey	Reeves	TX	Vol 880, Page 432
Edward Armstrong Elkan, III	ConocoPhillips Company	6/16/2011	All Depths	E/2NE/4 of Section 3, Block 53, PSL Survey	Reeves	TX	Vol 896, Page 332

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True & Correct Copy of a
Recordation of Oil & Gas
Leases in the State of
Texas,
Dennis C. Hill, County Clerk
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LESSOR	LESSEE OF RECORD	LEASE DATE	DEPTHS CONVEYED	LEGAL DESCRIPTION	COUNTY	STATE	RECORDATION
Cristine Anna Elkan	ConocoPhillips Company	8/15/2012	All Depths	E/2NE/4 of Section 3, Block 53, PSL Survey	Reeves	TX	Vol 967, Page 604
W. W. Oatman, et al	ConocoPhillips Company	12/31/2010	From the surface to 100 feet below the base of the deepest producing formation	Insofar and only insofar as the Lease cover the following: S/2, NW/4 and W/2NE/4 of Section 3, N/2, SW/4 and W/2SE/4 of Section 5, All of Section 6, and the W/2 of Section 9, All in Block 53, PSL Survey	Culberson & Reeves	TX	Vol 106, Page 651 - Culberson Vol 884, Page 715 - Reeves
Patricia Fields Lee and Bill Lee	ConocoPhillips Company	8/4/2011	All Depths	S/2 and NW/4 of Section 2, E/2NE/4 of Section 3, and All of Section 11, All in Block 53, PSL Survey	Reeves	TX	Vol 918, Page 470
Desert Waterfall LLC, by Wells Fargo Bank, N.A., agent	ConocoPhillips Company	6/5/2012	From the surface to 100 feet below the deepest depth drilled	S/2 and NW/4 of Section 2, E/2NE/4 of Section 3, and All of Section 11, All in Block 53, PSL Survey	Reeves	TX	Vol 956, Page 497
Adriana Elkan Trust, by Wells Fargo Bank, N.A., agent	ConocoPhillips Company	6/5/2012	From the surface to 100 feet below the deepest depth drilled	S/2 and NW/4 of Section 2, E/2NE/4 of Section 3, and All of Section 11, All in Block 53, PSL Survey	Reeves	TX	Vol 956, Page 499
Alston Elkan Trust, by Wells Fargo Bank, N.A., agent	ConocoPhillips Company	6/5/2012	From the surface to 100 feet below the deepest depth drilled	S/2 and NW/4 of Section 2, E/2NE/4 of Section 3, and All of Section 11, All in Block 53, PSL Survey	Reeves	TX	Vol 956, Page 501
Priscilla F. Gilmore	ConocoPhillips Company	5/10/2012	From the surface to 100 feet below the base of the deepest producing formation	S/2 and NW/4 of Section 2, E/2NE/4 of Section 3, and All of Section 11, All in Block 53, PSL Survey	Reeves	TX	Vol 973, Page 283
Harold Alston Elkan and Nancy Hastings Elkan	ConocoPhillips Company	8/15/2012	From the surface to 100 feet below the deepest depth drilled	S/2 and NW/4 of Section 2, E/2NE/4 of Section 3, and All of Section 11, All in Block 53, PSL Survey	Reeves	TX	Vol 973, Page 30
Jack C. Provine, William Provine and Robert Provine	Petrohawk Properties LP	4/27/2012	From the surface to 100 feet below the base of the deepest producing formation	S/2 and NW/4 of Section 2, E/2NE/4 of Section 3, and All of Section 11, All in Block 53, PSL Survey	Reeves	TX	Vol 946, Page 234
Charlotte T. Whaley	ConocoPhillips Company	12/20/2011	All Depths	All of Section 42, Section 43, Section 44, and Section 46, All in Block 45, All of Section 4, Block 53, PSL Survey	Culberson & Reeves	TX	Vol 107, Page 399 - Culberson Vol 921, Page 253 - Reeves
Betty W. Peterson	ConocoPhillips Company	5/15/2012	All Depths	All of Section 42, Section 43, Section 44, and Section 46, All in Block 45, All of Section 4, Block 53, PSL Survey	Culberson & Reeves	TX	Vol 109, Page 71 - Culberson Vol 950, Page 273 - Reeves
William Wilton Weeks	ConocoPhillips Company	12/28/2011	All Depths	All of Section 42, Section 43, Section 44, and Section 46, All in Block 45, All of Section 4, Block 53, PSL Survey	Culberson & Reeves	TX	Vol 107, Page 556 - Culberson Vol 936, Page 105 - Reeves
Carrollton Mineral Partners III, LP and Carrollton Mineral Partners III-B, LP	ConocoPhillips Company	10/2/2013	From the surface 100 feet below the deepest producing zone	All of Section 42, Section 43, and the S/2 of Section 44, All in Block 45, PSL Survey	Culberson & Reeves	TX	Vol 110, Page 867 - Culberson Vol 1048, Page 145 - Reeves
Daltex Munn Associates	ConocoPhillips Company	9/15/2013	Depths between 150 feet above shallowest perforation and 150 feet below deepest perforation	All of Section 42, Section 43, Section 44, and Section 46, All in Block 45, All of Section 4, Block 53, PSL Survey	Culberson & Reeves	TX	Vol 112, Page 902 - Culberson Vol 1087, Page 723 - Reeves
MDJ Minerals LLP	Carrizo (PERMIAN) LLC	5/16/2014	From the surface to 500 feet below deepest producing perforations	Insofar and only insofar as the Lease covers Section 42, Section 43, and Section 44, All in Block 45, Public School Land Survey, Culberson County, Texas; and Section 46, Block 45, Public School Land Survey, Reeves County, Texas; and Section 4, Block 53, Public School Land Survey, Culberson and Reeves Counties, Texas	Culberson & Reeves	TX	Vol 112, Page 439 - Culberson Vol 1086, Page 731 - Reeves
Diana Flynt Hrabovsky and husband Robert W. Hrabovsky	ConocoPhillips Company	12/20/2011	All Depths	All of Section 43, Section 44, and Section 46, All in Block 45, All of Section 4, Block 53, PSL Survey	Culberson & Reeves	TX	Vol 107, Page 393 - Culberson Vol 921, Page 247 - Reeves
Patsy R. Ball	ConocoPhillips Company	12/15/2011	All Depths	All of Section 43, Section 44, and Section 46, All in Block 45, All of Section 4, Block 53, PSL Survey	Culberson & Reeves	TX	Vol 107, Page 402 - Culberson Vol 921, Page 256 - Reeves
John Robert Flynt and wife Carole Anne Flynt	ConocoPhillips Company	12/25/2011	All Depths	All of Section 43, Section 44, and Section 46, All in Block 45, All of Section 4, Block 53, PSL Survey	Culberson & Reeves	TX	Vol 108, Page 458 - Culberson Vol 929, Page 382 - Reeves
Mary Jane Robinson Living Trust	Three Rivers Acquisition III LLC	2/14/2017	From the surface to 100 feet below the base of the deepest producing formation	All of Section 46, Block 45; All of Section 4, Block 53, PSL Survey	Culberson & Reeves	TX	Vol 27, Page 402 - Culberson Vol 1385, Page 26 - Reeves
State of Texas, acting by and through its agent, Sage Green Company	ConocoPhillips Company	4/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 637
State of Texas, acting by and through its agent, Pleasant Street Limited	ConocoPhillips Company	4/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 627
State of Texas, acting by and through its agent, Clyde Michael Williams, III Trust, by Clyde Michael Williams, III, Trustee	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1198, Page 1
State of Texas, acting by and through its agent, John Thomas Smither Williams Trust, by John Thomas Smither Williams, Trustee	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1198, Page 21
State of Texas, acting by and through its agent, Edith Gibbs Williams Trust, by Edith Gibbs Williams, Trustee	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1198, Page 11
State of Texas, acting by and through its agent, Clyde Michael Williams, III	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 717
State of Texas, acting by and through its agent, John Thomas Smither Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 737
State of Texas, acting by and through its agent, Kathleen Smither Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 747
State of Texas, acting by and through its agent, Edith Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 727
State of Texas, acting by and through its agent, Mary	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 767

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LESSOR	LESSEE OF RECORD	LEASE DATE	DEPTHS CONVEYED	LEGAL DESCRIPTION	COUNTY	STATE	RECORDATION
State of Texas, acting by and through its agent, Mark B. Woodward	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 757
State of Texas, acting by and through its agent, Frances R. Snipes	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 707
State of Texas, acting by and through its agent, Crimson Properties, Ltd.	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 657
State of Texas, acting by and through its agent, Mary Sue Coffman	ConocoPhillips Company	5/16/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 667
State of Texas, acting by and through its agent, Florine Klusmann	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 697
State of Texas, acting by and through its agent, Walter Woodward, Jr.	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 777
State of Texas, acting by and through its agent, William Robinson Woodward	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 787
State of Texas, acting by and through its agent, Smither Asset Management LLC	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 687
State of Texas, acting by and through its agent, Gertrude J. Smither, by John Jackson Smither, Attorney-in-Fact	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 677
State of Texas, acting by and through its agent, Kathleen Smither Williams Trust, by Kathleen Smither Williams, Trustee	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 617
State of Texas, acting by and through its agent, Sarah Hawley Dunning and John Richard Hawley, Co-Trustees of the Eva Smither Hawley Family Trust	ConocoPhillips Company	5/25/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 647
State of Texas, acting by and through its agent, E. M. Smither Company	ConocoPhillips Company	5/23/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1197, Page 603
State of Texas, acting by and through its agent, Wilbur Lawrence Smither, III Estate, by Martha Mossman Smither, Executor	ConocoPhillips Company	5/16/2015	From the surface to 100 feet below the total depth drilled	W/2 and NE/4 Section 47, Block 45, PSL Survey	Reeves	TX	Vol 1233, Page 718
State of Texas, acting by and through its agent, Sage Green Company	ConocoPhillips Company	2/23/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1246, Page 636
State of Texas, acting by and through its agent, Pleasant Street Limited	ConocoPhillips Company	2/23/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1246, Page 672
State of Texas, acting by and through its agent, Crimson Properties, Ltd.	ConocoPhillips Company	2/23/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1246, Page 516
State of Texas, acting by and through its agent, Gertrude J. Smither, by John Jackson Smither, Attorney-in-Fact	ConocoPhillips Company	2/23/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1246, Page 576
State of Texas, acting by and through its agent, Edith Gibbs Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	2/4/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1246, Page 588
State of Texas, acting by and through its agent, Florine Klusmann	ConocoPhillips Company	2/23/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1246, Page 552
State of Texas, acting by and through its agent, Clyde Michael Williams, III	ConocoPhillips Company	2/4/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1246, Page 680
State of Texas, acting by and through its agent, John Thomas Smither Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	2/4/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1246, Page 612



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LESSOR	LESSEE OF RECORD	LEASE DATE	DEPTHS CONVEYED	LEGAL DESCRIPTION	COUNTY	STATE	RECORDATION
State of Texas, acting by and through its agent, Kathleen Smither Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	2/4/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1246, Page 624
State of Texas, acting by and through its agent, Walter Woodward, Jr.	ConocoPhillips Company	2/1/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1246, Page 648
State of Texas, acting by and through its agent, Mark B. Woodward	ConocoPhillips Company	2/1/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1246, Page 660
State of Texas, acting by and through its agent, Mary Lee Nichols	ConocoPhillips Company	2/1/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1246, Page 684
State of Texas, acting by and through its agent, Mary Sue Coffman	ConocoPhillips Company	2/23/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1248, Page 84
State of Texas, acting by and through its agent, Sarah Hawley Dunning and John Richard Hawley, Co-Trustees of the Eva Smither Hawley Family Trust	ConocoPhillips Company	2/23/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1248, Page 96
State of Texas, acting by and through its agent, Clyde Michael Williams, III Trust, by Clyde Michael Williams, III, Trustee	ConocoPhillips Company	2/4/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1256, Page 766
State of Texas, acting by and through its agent, John Thomas Smither Williams Trust, by John Thomas Smither Williams, Trustee	ConocoPhillips Company	2/4/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1256, Page 734
State of Texas, acting by and through its agent, Wilbur Lawrence Smither, III Estate, by Martha Mossman Smither, Executor	ConocoPhillips Company	2/23/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1250, Page 588
State of Texas, acting by and through its agent, William Robinson Woodward	ConocoPhillips Company	2/1/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1254, Page 208
State of Texas, acting by and through its agent, E. M. Smither Company	ConocoPhillips Company	2/1/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1257, Page 7
State of Texas, acting by and through its agent, Smither Asset Management LLC	ConocoPhillips Company	2/23/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1250, Page 1
State of Texas, acting by and through its agent, Frances R. Snipes	ConocoPhillips Company	2/23/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1254, Page 250
State of Texas, acting by and through its agent, Edith Gibbs Williams Trust, by Edith Gibbs Williams, Trustee	ConocoPhillips Company	2/4/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1256, Page 714



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Reeves County, Texas,
Dianne O. Hester, County Clerk
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LESSOR	LESSEE OF RECORD	LEASE DATE	DEPTH CONVEYED	LEGAL DESCRIPTION	COUNTY	STATE	RECORDATION
State of Texas, acting by and through its agent, Kathleen Smither Williams Trust, by Kathleen Smither Williams, Trustee	ConocoPhillips Company	2/4/2016	E/2E/2 - From the surface to 100 feet below the total depth drilled E/2W/2 - From the surface to 9,874 feet	Insofar and only insofar as the Lease covers the E/2E/2 and the E/2W/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Vol 1256, Page 724
State of Texas, acting by and through its agent, Crimson Properties, Ltd.	ConocoPhillips Company	2/23/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1246, Page 528
State of Texas, acting by and through its agent, Gertrude J. Smither, by John Jackson Smither, Attorney-in-Fact	ConocoPhillips Company	2/23/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1246, Page 564
State of Texas, acting by and through its agent, Florine Klussmann	ConocoPhillips Company	2/23/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1246, Page 540
State of Texas, acting by and through its agent, Sarah Hawley Dunning and John Richard Hawley, Co-Trustees of the Eva Smither Hawley Family Trust	ConocoPhillips Company	2/23/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1248, Page 108
State of Texas, acting by and through its agent, Mary Lee Nichols	ConocoPhillips Company	3/1/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1248, Page 120
State of Texas, acting by and through its agent, Mary Sue Coffman	ConocoPhillips Company	2/23/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1248, Page 132
State of Texas, acting by and through its agent, Mark B. Woodward	ConocoPhillips Company	3/1/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1248, Page 144
State of Texas, acting by and through its agent, Edith Gibbs Williams Trust, by Edith Gibbs Williams, Trustee	ConocoPhillips Company	3/4/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1250, Page 45
State of Texas, acting by and through its agent, John Thomas Smither Williams Trust, by John Thomas Smither Williams, Trustee	ConocoPhillips Company	3/4/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1250, Page 55
State of Texas, acting by and through its agent, Wilbur Lawrence Smither, III Estate, by Martha Mossman Smither, Executor	ConocoPhillips Company	2/23/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1250, Page 576
State of Texas, acting by and through its agent, William Robinson Woodward	ConocoPhillips Company	3/1/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1254, Page 220
State of Texas, acting by and through its agent, Walter Woodward, Jr.	ConocoPhillips Company	3/1/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1249, Page 739
State of Texas, acting by and through its agent, E. M. Smither Company	ConocoPhillips Company	3/1/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1257, Page 398
State of Texas, acting by and through its agent, Smither Asset Management LLC	ConocoPhillips Company	2/23/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1250, Page 13
State of Texas, acting by and through its agent, Frances R. Snipes	ConocoPhillips Company	2/23/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1254, Page 238
State of Texas, acting by and through its agent, Kathleen Smither Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	3/4/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1249, Page 775
State of Texas, acting by and through its agent, Edith Gibbs Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	3/4/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1249, Page 751
State of Texas, acting by and through its agent, Clyde Michael Williams, III Trust, by Clyde Michael Williams, III, Trustee	ConocoPhillips Company	3/4/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1250, Page 35
State of Texas, acting by and through its agent, Kathleen Smither Williams Trust, by Kathleen Smither Williams, Trustee	ConocoPhillips Company	3/4/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1250, Page 25
State of Texas, acting by and through its agent, John Thomas Smither Williams, by Clyde Michael Williams, III, Attorney-in-Fact	ConocoPhillips Company	3/4/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1249, Page 763
State of Texas, acting by and through its agent, Clyde Michael Williams, III	ConocoPhillips Company	3/4/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1249, Page 787
State of Texas, acting by and through its agent, Pleasant Street Limited	Three Rivers Acquisition III LLC	6/24/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1293, Page 387
State of Texas, acting by and through its agent, Sage Green Company	Three Rivers Acquisition III LLC	6/24/2016	From the surface to 9,874 feet	E/2W/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1293, Page 373
Echo Minerals AC, LLC	ConocoPhillips Company	3/1/2016	From the surface to 100 feet below the base of the deepest penetrating formation	SE/4, NW/4 and SW/4 of Section 2, N/2 of Section 11, All in Block 53, PSL Survey	Reeves	TX	Vol 1257, Page 696
Sue Mitcham	ConocoPhillips Company	2/12/2016	From the surface to 50 feet below the base of the deepest producing formation	SE/4, NW/4 and SW/4 of Section 2, N/2 of Section 11, All in Block 53, PSL Survey	Reeves	TX	Vol 1254, Page 194
Joel Bezinque	Three Rivers Acquisition III LLC	4/26/2016	From the surface to 100 feet below the deepest producing formation	SE/4, NW/4 and SW/4 of Section 2, N/2 of Section 11, All in Block 53, PSL Survey	Reeves	TX	Vol 1275, Page 331
nque	Three Rivers Acquisition III LLC	5/5/2016	From the surface to 100 feet below the deepest producing formation	SE/4, NW/4 and SW/4 of Section 2, N/2 of Section 11, All in Block 53, PSL Survey	Reeves	TX	Vol 1275, Page 332
4OG Partners, Ltd.	Three Rivers Acquisition III LLC	8/15/2016	From the surface to the base of the deepest producing interval	SE/4, NW/4 and SW/4 of Section 2, N/2 of Section 11, All in Block 53, PSL Survey	Reeves	TX	Vol 1319, Page 788



LESSOR	LESSEE OF RECORD	LEASE DATE	DEPTHS CONVEYED	LEGAL DESCRIPTION	COUNTY	STATE	RECORDATION
Texas Pythian Home, Inc.	ConocoPhillips Company	12/30/2010	From the surface to 100 feet below the deepest producing formation	Insofar and only insofar as the Lease covers the NE/4 Section 10, Block 53, PSL Survey	Reeves	TX	Vol 864, Page 394
Buffy Energy, LLC	Three Rivers Acquisition III LLC	7/7/2016	From the surface to 100 feet below the deepest producing formation	Portion of Section 4 located in Reeves County, Block 53, PSL Survey, A-725	Reeves	TX	Vol 19, Page 199
Blairbax Energy, LLC	Three Rivers Acquisition III LLC	7/7/2016	From the surface to 100 feet below the deepest producing formation	Portion of Section 4 located in Reeves, Block 53, PSL Survey, A-725	Reeves	TX	Vol 19, Page 202
Baxsto, LLC	Three Rivers Acquisition III LLC	7/7/2016	From the surface to 100 feet below the deepest producing formation	Portion of Section 4 located in Reeves, Block 53, PSL Survey, A-725	Reeves	TX	Vol 19, Page 196
The Allar Company	Three Rivers Acquisition III LLC	9/6/2016	From the surface to 150 feet below the deepest producing perforations	All of Section 46, Block 45, PSL Survey	Reeves	TX	Vol 1319, Page 570
The Allar Company	Three Rivers Acquisition III LLC	9/6/2016	From the surface to 150 feet below the deepest producing perforations	All of Section 9, Block 53, PSL Survey	Culberson & Reeves	TX	Vol 19, Page 608 - Culberson & Reeves Vol 1335, Page 34 - Reeves
Carrollton Mineral Partners III, LP and Carrollton Mineral Partners III-B, LP	Three Rivers Acquisition III LLC	10/3/2016	From the surface to 100 feet below the deepest producing zone	N/2 of Section 44, All of Section 46, All in Block 45, All of Section 4, Block 53, PSL Survey	Culberson & Reeves	TX	Vol 20, Page 207 - Culberson & Reeves Vol 1322, Page 447 - Reeves
CMC/Spring Gap Partners, LP, et al	Energen Resources Corporation	5/15/2014	From the surface to 300 feet below the deepest producing perforation	Insofar and only insofar as Lease covers the W/2E/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1093, Page 94
CMC/Spring Gap Partners, LP, et al	Three Rivers Acquisition III LLC	1/1/2018	From the surface to 100 feet below the deepest perforation	Insofar and only insofar as the Lease covers the E/2E/2 of Section 12, Block 53, PSL Survey	Reeves	TX	Vol 1529, Page 220
Commissioner of the Texas General Land Office	APR Operating LLC	10/2/2018	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	Insofar and only insofar as the Lease covers the W/2 of Section 27, Block 45, PSL Survey	Reeves	TX	Document No. 18-20771
State of Texas, acting by and through its agent, Legado Investments LLC	Summit West Resources LP	1/6/2017	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Vol 1373, Page 670
State of Texas, acting by and through its agent, Blairbax Energy LLC	PDC Permian Inc	10/22/2018	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Vol 1714, Page 288
State of Texas, acting by and through its agent, Kennedy Minerals Ltd	PDC Permian Inc	10/22/2018	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Vol 1723, Page 392
State of Texas, acting by and through its agent, Midtex Royalty II LP	PDC Permian Inc	10/22/2018	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Vol 1719, Page 526
State of Texas, acting by and through its agent, Eb F Luckel Jr	PDC Permian Inc	12/5/2018	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Vol 1714, Page 248
State of Texas, acting by and through its agent, M Brad Bennett	PDC Permian Inc	12/5/2018	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Vol 1723, Page 372
State of Texas, acting by and through its agent, Susan Luckel Christie	PDC Permian Inc	12/5/2018	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Vol 1714, Page 268
State of Texas, acting by and through its agent, Oak Valley Mineral & Land LP	PDC Permian Inc	10/22/2018	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Vol 1727, Page 462
State of Texas, acting by and through its agent, The De Compiagne Property Co No 20 Ltd	PDC Permian Inc	10/22/2018	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Vol 1748, Page 404
State of Texas, acting by and through its agent, Fred W. Shield and Company	PDC Permian Inc	10/22/2018	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Vol 1719, Page 511
State of Texas, acting by and through its agent, Bruno & Marshall Investments	PDC Permian Inc	10/22/2018	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Vol 1748, Page 419
State of Texas, acting by and through its agent, MBR Oil & Gas #1 Ltd & PPLB Investments, LLC	PDC Permian Inc	3/21/2018	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	Insofar and only insofar as the Lease covers the W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Vol 1580, Page 290
State of Texas, acting by and through its agent, Triangle Royalty, LP and JK Royalty, LP	APR Operating LLC	2/1/2020	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Document No. 2020-8092
State of Texas, acting by and through its agent, CG Interests, LLC	APR Operating LLC	2/1/2020	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Document No. 2020-8085
State of Texas, acting by and through its agent, Estate of James Robert Hill, Estate of Virginia Geln Hill Lattimore, Houston & Emma Hill Trust Estate	APR Operating LLC	2/1/2020	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Document No. 2020-8087
State of Texas, acting by and through its agent, Hill Investments, Ltd.	APR Operating LLC	2/1/2020	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Document No. 2020-8086
State of Texas, acting by and through its agent, KMF	APR Operating LLC	2/1/2020	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Document No. 2020-8089

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True & Correct Copy
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Page 22 of 36

LESSOR	LESSEE OF RECORD	LEASE DATE	DEPTHS CONVEYED	LEGAL DESCRIPTION	COUNTY	STATE	RECORDATION
State of Texas, acting by and through its agent, Nancy Puff Jones	APR Operating LLC	2/1/2020	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Document No. 2020-8090
State of Texas, acting by and through its agent, AllDale Minerals, LP	APR Operating LLC	2/1/2020	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Document No. 2020-8083
State of Texas, acting by and through its agent, Word B. Wilson Investments, LP	APR Operating LLC	2/1/2020	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Document No. 2020-8093
State of Texas, acting by and through its agent, Jack F. Cochran	APR Operating LLC	2/1/2020	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Document No. 2020-8088
State of Texas, acting by and through its agent, Nell Cochran Hastings	APR Operating LLC	2/1/2020	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Document No. 2020-8091
State of Texas, acting by and through its agent, Carrolle Cochran Hathaway	APR Operating LLC	2/1/2020	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Document No. 2020-8084
State of Texas, acting by and through its agent, Buffy Energy, LLC	APR Operating LLC	2/1/2020	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Pending
State of Texas, acting by and through its agent, Baxsto, LLC	APR Operating LLC	2/1/2020	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	W/2 of Section 34, Block 45, PSL Survey	Reeves	TX	Pending
Charles R Meeker Trust, Bank of America, N. A., Trustee	Cobin Development Group, LLC	10/7/2016	All depths in the pooled or unitized interval and to 300 feet TVD below the deepest depth reached	213.333 out of the North 1/3rd of Section 38, Block 45, PSL Survey	Reeves	TX	Vol 1327, Page 200
KMF Land, LLC	APR Operating LLC	12/10/2018	Depths between 100 feet above and 100 feet below each producing depth	213.333 out of the North 1/3rd of Section 38, Block 45, PSL Survey	Reeves	TX	Document No. 2019-012618
JWM Minerals LLC	Cobin Development Group, LLC	9/14/2016	From the surface to 100 feet below the base of the deepest penetrated formation	213.333 out of the North 1/3rd of Section 38, Block 45, PSL Survey	Reeves	TX	Vol 1325, Page 98 - Reeves
AWP 1983 Trust	Cobin Development Group, LLC	9/14/2016	All Depths	213.333 out of the North 1/3rd of Section 38, Block 45, PSL Survey	Reeves	TX	Vol 1325, Page 100 - Reeves
Callaghan 320 Trust	Cobin Development Group, LLC	9/14/2016	From the surface to 100 feet below the base of the deepest penetrated formation	213.333 out of the North 1/3rd of Section 38, Block 45, PSL Survey	Reeves	TX	Vol 1325, Page 96 - Reeves
Meeker Investments Inc	Cobin Development Group, LLC	9/14/2016	From the surface to 100 feet below the base of the deepest penetrated formation	213.333 out of the North 1/3rd of Section 38, Block 45, PSL Survey	Reeves	TX	Vol 1325, Page 102 - Reeves
State of Texas, acting by and through its agent, E M Smither Company	APR Operating LLC	5/1/2020	All Depths	W/2E/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Inst. Number 2021-007525 Reeves
State of Texas, acting by and through its agent, Pleasant Street Limited	APR Operating LLC	5/1/2020	All Depths	W/2E/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Inst. Number 2021-007522 Reeves
State of Texas, acting by and through its agent, Smither Holdings, LLC	APR Operating LLC	5/1/2020	All Depths	W/2E/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Inst. Number 2021-007526 Reeves
State of Texas, acting by and through its agent, Sage Green Company	APR Operating LLC	5/1/2020	All Depths	W/2E/2 of Section 13, Block 53, PSL Survey	Reeves	TX	Inst. Number 2021-007527 Reeves
State of Texas, acting by and through its agent, E M Smither Company	APR Operating LLC	5/1/2020	All depths from 9,874 feet TVD and below	E/2W/2 of Section 12 and Section 13, Block 53, PSL Survey	Reeves	TX	Inst. Number 2021-007528 Reeves
State of Texas, acting by and through its agent, Pleasant Street Limited	APR Operating LLC	5/1/2020	All depths from 9,874 feet TVD and below	E/2W/2 of Section 12 and Section 13, Block 53, PSL Survey	Reeves	TX	Inst. Number 2021-007521 Reeves
State of Texas, acting by and through its agent, Smither Holdings, LLC	APR Operating LLC	5/1/2020	All depths from 9,874 feet TVD and below	E/2W/2 of Section 12 and Section 13, Block 53, PSL Survey	Reeves	TX	Inst. Number 2021-007524 Reeves
State of Texas, acting by and through its agent, Sage Green Company	APR Operating LLC	5/1/2020	All depths from 9,874 feet TVD and below	E/2W/2 of Section 12 and Section 13, Block 53, PSL Survey	Reeves	TX	Inst. Number 2021-007529 Reeves

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True & Correct Copy of a
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Instrument, County Clerk
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Exhibit C

Units

[See attached.]

Exhibit C to Assignment and Bill of Sale



This is a Correct Copy of a
Bill of Sale at
Dallas County, Texas,
I, [Signature], County Clerk
Page 29 of 32

EXHIBIT C - UNITS

Attached to and made part of that certain Assignment and Bill of Sale, effective November 1, 2021,
by and between APR Operating LLC, as Assignor, and Petro-Hunt Permian, LLC, as Assignee

DSU
A T Land State Unit
Big Red State Unit 32
Cosmo Daltex Unit 45-4
Cottonwood West State Unit
Cottonwood West Unit 16-21
Daltex Munn Unit 42-43
Daltex Munn Unit 43-6
Daltex Munn Unit 44-41
Daltex Munn Unit 44-5
Dr Pepper Unit 46-39
Dublin State Unit
Fortress State Unit
Lee Caldwell State Unit
Marauder State Unit
Mustang State Unit
Oatman State Unit 11-14
Oatman Unit 11-2
Oatman Unit 29
Oatman Unit 33-28
Oatman Unit 33-40
Oatman Unit WC 3 1H
Orange Crush Unit
Pythian Unit A 10-3
Red Bull State Unit
Savage Unit
Smither State Unit 1
Smither State Unit 12-13
Smither State Unit 47-38
Strategery State Unit
Thunderbolt State Unit
Wise West State Unit 1201H
Wise West State Unit 1206H
Wise West State Unit 703H
Wise West State Unit 801H

C-1



True & Correct Copy of a
Certificate of Sale at
Reeves County, Texas,
Dianne O. Hester, County Clerk
Page: 25 of 36

Exhibit D

Easements and Surface Interests

[See attached.]

Exhibit D to Assignment and Bill of Sale



True & Correct Copy of a
Certified to be a
Reeves County, Texas,
Elaine O. Flowers, County Clerk
Page: 26 of 36

EXHIBIT D - EASEMENTS AND SURFACE INTERESTS

Attached to and made part of that certain Assignment and Bill of Sale, effective November 1, 2021, by and between APR Operating LLC, as Assignor, and Petro-Hunt Permian, LLC, as Assignee

Contract Description	Grantor	Grantee	Effective Date	County	State	Recording
Pipeline Right-of-Way	Lowe Royalty Partners LP	Hawk Field Services LLC	1/16/2012	Reeves	TX	Volume 928, Page 33 - Reeves
Road Use & Maintenance Agreement	Three Rivers Operating Company III LLC	Endurance Resources	4/4/2016	Culberson & Reeves	TX	Not Recorded
Roadway Easement	Donna Spivey	Three Rivers Operating Company III LLC	3/22/2016	Reeves	TX	Volume 1263, Page 555 - Reeves
Roadway Easement	Robert Brent Kornegay	Three Rivers Operating Company III LLC	3/24/2016	Reeves	TX	Volume 1263, Page 560 - Reeves
Roadway Easement	Sandra K Metcalf	Three Rivers Operating Company III LLC	3/21/2016	Reeves	TX	Volume 1263, Page 565 - Reeves
Roadway Easement	Tim Wilson	Three Rivers Operating Company III LLC	3/23/2016	Reeves	TX	Volume 1263, Page 550 - Reeves
Roadway Easement	Towana Spivey	Three Rivers Operating Company III LLC	3/24/2016	Reeves	TX	Volume 1274, Page 198 - Reeves
Roadway Easement	Weetona Stanley	Three Rivers Operating Company III LLC	4/12/2016	Reeves	TX	Volume 1274, Page 193 - Reeves
Roadway Easement	Mary Huebsch	Three Rivers Operating Company III LLC	3/4/2016	Reeves	TX	Volume 1274, Page 188 - Reeves
Roadway Easement	Jeffery A Wilson	Three Rivers Operating Company III LLC	3/21/2016	Reeves	TX	Volume 1274, Page 182 - Reeves
Roadway Easement	Commissioner of the GLO of the State of Texas	Three Rivers Operating Company III LLC	3/1/2016	Reeves	TX	Volume 1274, Page 168 - Reeves
Pipeline Right-of-Way	Texas Pythian Home	Three Rivers Operating Company III LLC	7/12/2017	Reeves	TX	Volume 1465, Page 192 - Reeves
Pipeline Right-of-Way	Blake Oil and Gas Corporation	Three Rivers Operating Company III LLC	6/16/2017	Reeves	TX	Volume 1465, Page 185 - Reeves
Pipeline Right-of-Way	Henderson Ranch & Minerals Trust	Three Rivers Operating Company III LLC	8/1/2017	Reeves	TX	Volume 1480, Page 356 - Reeves
Pipeline Right-of-Way	Helen Henderson West Trust	Three Rivers Operating Company III LLC	7/26/2017	Reeves	TX	Volume 1463, Page 105 - Reeves
Pipeline Right-of-Way	APR Operating LLC	Salt Creek Midstream LLC	10/1/2018	Reeves	TX	Volume 43, Page 637 - Culberson
Pipeline Right-of-Way	Pleasant Street Limited, et al	ConocoPhillips Company	5/7/2014	Reeves	TX	Volume 1108, Page 334 - Reeves
Pipeline Right-of-Way	Pleasant Street Limited, et al	ConocoPhillips Company	5/7/2014	Reeves	TX	Volume 1108, Page 382 - Reeves
Above Ground Pipeline Right-of-Way	Texas Pythian Home Inc	ConocoPhillips Company	2/7/2013	Reeves	TX	Volume 1007, Page 453 - Reeves
Pipeline Right-of-Way	Wanda L Billings	ConocoPhillips Company	3/1/2012	Reeves	TX	Volume 937, Page 65 - Reeves
Roadway Easement	Estate of W W Oatman, et al	ConocoPhillips Company	11/9/2012	Reeves	TX	Volume 995, Page 350 - Reeves
Roadway Easement	W W Oatman, et al	ConocoPhillips Company	6/15/2011	Reeves	TX	Volume 991, Page 421 - Reeves
Roadway Easement	Estate of Wayland W Oatman, et al	ConocoPhillips Company	8/18/2014	Reeves	TX	Volume 1134, Page 305 - Reeves
Pipeline Right-of-Way	Patsy Ball	ConocoPhillips Company	3/1/2012	Reeves	TX	Volume 937, Page 47 - Reeves
Pipeline Right-of-Way	Charlotte T Whaley	ConocoPhillips Company	3/1/2012	Reeves	TX	Volume 937, Page 53 - Reeves
Pipeline Right-of-Way	Kelly & Mary Miles Pigg Family Trust	ConocoPhillips Company	3/1/2012	Reeves	TX	Volume 937, Page 71 - Reeves
Pipeline Right-of-Way	Tony Masarweh	ConocoPhillips Company	2/15/2012	Reeves	TX	Volume 937, Page 108 - Reeves
Pipeline Right-of-Way	Blake Oil & Gas Corporation	ConocoPhillips Company	3/1/2012	Reeves	TX	Volume 937, Page 27 - Reeves
Pipeline Right-of-Way	W W Oatman, et al	ConocoPhillips Company	3/1/2012	Reeves	TX	Volume 937, Page 34 - Reeves
Pipeline Right-of-Way	Texas Pythian Home Inc	ConocoPhillips Company	4/1/2012	Reeves	TX	Volume 937, Page 20 - Reeves
Pipeline Right-of-Way	J R Meeker Trust, et al	ConocoPhillips Company	3/15/2012	Reeves	TX	Volume 941, Page 416 - Reeves
Pipeline Right-of-Way	Daltex Munn Associates LLC	ConocoPhillips Company	3/12/2012	Reeves	TX	Volume 937, Page 101 - Reeves
Pipeline Right-of-Way	Jon Robert Flynt, et al	ConocoPhillips Company	3/1/2012	Reeves	TX	Volume 937, Page 59 - Reeves
Pipeline Right-of-Way	William W Weeks	ConocoPhillips Company	3/15/2012	Reeves	TX	Volume 937, Page 41 - Reeves
Pipeline Right-of-Way	Jay & Doris Hendricks	ConocoPhillips Company	2/15/2012	Reeves	TX	Volume 937, Page 114 - Reeves
Pipeline Right-of-Way	Loven & Isoline Litchmore	ConocoPhillips Company	2/15/2012	Reeves	TX	Volume 937, Page 120 - Reeves
Pipeline Right-of-Way	Donald M Brown, et al	ConocoPhillips Company	5/1/2012	Reeves	TX	Volume 944, Page 9 - Reeves
Pipeline Right-of-Way	Alina R Cabral & Shane Matthew Tarkalson	ConocoPhillips Company	5/1/2012	Reeves	TX	Volume 941, Page 394 - Reeves
Pipeline Right-of-Way	Chun Youn	ConocoPhillips Company	2/15/2012	Reeves	TX	Volume 941, Page 462 - Reeves
Pipeline Right-of-Way	David Williams	ConocoPhillips Company	3/15/2012	Reeves	TX	Volume 941, Page 456 - Reeves
Pipeline Right-of-Way	Donald R Carroll Jr	ConocoPhillips Company	3/5/2012	Reeves	TX	Volume 941, Page 444 - Reeves
Pipeline Right-of-Way	Llewellyn A Aubertin	ConocoPhillips Company	3/15/2012	Reeves	TX	Volume 941, Page 450 - Reeves
Pipeline Right-of-Way	Adelle Haley & Cynthia Clayton	ConocoPhillips Company	5/15/2012	Reeves	TX	Volume 941, Page 701 - Reeves
Pipeline Right-of-Way	Lance Allen	ConocoPhillips Company	5/1/2012	Reeves	TX	Volume 941, Page 432 - Reeves
Pipeline Right-of-Way	Jacques Julmis, et ux	ConocoPhillips Company	5/15/2012	Reeves	TX	Volume 957, Page 314 - Reeves
Pipeline Right-of-Way	Chun Youn	ConocoPhillips Company	2/15/2012	Reeves	TX	Volume 937, Page 126 - Reeves
Pipeline Right-of-Way	Clifford Labady	ConocoPhillips Company	2/15/2012	Reeves	TX	Volume 937, Page 132 - Reeves
Pipeline Right-of-Way	Joseph-Benard Forgue	ConocoPhillips Company	2/15/2012	Reeves	TX	Volume 941, Page 438 - Reeves
Pipeline Right-of-Way	Joseph-Benard Forgue	ConocoPhillips Company	2/15/2012	Reeves	TX	Volume 937, Page 144 - Reeves
Pipeline Right-of-Way	Jean Lucier Garcon	ConocoPhillips Company	2/15/2012	Reeves	TX	Volume 937, Page 138 - Reeves
Pipeline Right-of-Way	Robert W Hrabovsky, et al	ConocoPhillips Company	3/1/2012	Reeves	TX	Volume 937, Page 77 - Reeves
Pipeline Right-of-Way	Bashe Family Trust	ConocoPhillips Company	3/1/2012	Reeves	TX	Volume 937, Page 83 - Reeves
Pipeline Right-of-Way	Betty W Peterson	ConocoPhillips Company	3/1/2012	Reeves	TX	Volume 937, Page 89 - Reeves
Pipeline Right-of-Way	Mary Jane Cole Robinson	ConocoPhillips Company	3/1/2012	Reeves	TX	Volume 937, Page 95 - Reeves
Pipeline Right-of-Way	State of Texas	ConocoPhillips Company	4/1/2012	Reeves	TX	Volume 941, Page 378 - Reeves
Pipeline Right-of-Way	J R Meeker Trust, et al	ConocoPhillips Company	3/15/2012	Reeves	TX	Volume 941, Page 424 - Reeves
Pipeline Right-of-Way	J R Meeker Trust, et al	ConocoPhillips Company	3/15/2012	Reeves	TX	Volume 941, Page 408 - Reeves
Pipeline Right-of-Way	J R Meeker Trust, et al	ConocoPhillips Company	3/15/2012	Reeves	TX	Volume 941, Page 400 - Reeves
Pipeline Right-of-Way	Blake Oil & Gas Corporation	ConocoPhillips Company	9/1/2014	Reeves	TX	Volume 1119, Page 54 - Reeves
Roadway Easement	Wayland W Oatman Estate, et al	ConocoPhillips Company	7/18/2014	Reeves	TX	Volume 1108, Page 434 - Reeves
Pipeline Right-of-Way	Texas Pythian Home Inc	ConocoPhillips Company	10/15/2014	Reeves	TX	Volume 1119, Page 61 - Reeves
Roadway Easement	Texas Pythian Home Inc	ConocoPhillips Company	10/15/2014	Reeves	TX	Volume 1119, Page 67 - Reeves
Pipeline Right-of-Way	David Warren Evans, II, et ux	ConocoPhillips Company	2/27/2015	Reeves	TX	Volume 1157, Page 763 - Reeves
Pipeline Boring under HWY Right-of-Way	TXDOT	ConocoPhillips Company	6/21/2014	Reeves	TX	Not Recorded
Easement	Daltex Munn Associates LLC	ConocoPhillips Company	1/15/2015	Reeves	TX	Volume 6, Page 610 - Culberson Volume 1259, Page 156 - Reeves
Easement	BHP Billiton Petroleum Properties LP	ConocoPhillips Company	10/5/2015	Reeves	TX	Volume 1210, Page 97 - Reeves
Easement	Cosmo Investments LLC	ConocoPhillips Company	8/19/2015	Reeves	TX	Volume 1203, Page 390 - Reeves

2022 - 2022001554 03/04/2022 4:15PM Page 27 of 36

True & Correct Copy of a
Recorded in the
Declarative Office of the County Clerk
Page 27 of 34



Contract Description	Grantor	Grantee	Effective Date	County	State	Recording
Roadway Easement	Kathryn Whittington, Trustee of the James Whittington and Kathryn Whittington Trust U/A dtd 1/28/2014	ConocoPhillips Company	1/29/2015	Reeves	TX	Volume 1203, Page 400 - Reeves
Roadway Easement	Charlotte T Whaley	ConocoPhillips Company	1/23/2015	Reeves	TX	Volume 1203, Page 406 - Reeves
Roadway Easement	James Bryan Billings	ConocoPhillips Company	1/26/2014	Reeves	TX	Volume 1203, Page 412 - Reeves
Roadway Easement	John Alan Billings	ConocoPhillips Company	6/30/2014	Reeves	TX	Volume 1203, Page 418 - Reeves
Roadway Easement	Mark Edward Waugh	ConocoPhillips Company	1/27/2015	Reeves	TX	Volume 1203, Page 424 - Reeves
Roadway Easement	Kenneth Glen Waugh	ConocoPhillips Company	2/6/2015	Reeves	TX	Volume 1203, Page 430 - Reeves
Roadway Easement	Betty W Peterson	ConocoPhillips Company	2/3/2015	Reeves	TX	Volume 1203, Page 436 - Reeves
Roadway Easement	Mary Jane Robinson Living Trust	ConocoPhillips Company	1/27/2015	Reeves	TX	Volume 1203, Page 442 - Reeves
Roadway Easement	Clovis Dean Ball, by and through his Attorney-in-Fact Billy James Whitecotton, Jr	ConocoPhillips Company	1/28/2015	Reeves	TX	Volume 1203, Page 324 - Reeves
Pipeline Right-of-Way	Cosmo Investments LLC	ConocoPhillips Company	7/8/2014	Culberson & Reeves	TX	Volume 6, Page 629 - Culberson & Reeves Volume 1319, Page 795 - Reeves
Pipeline Right-of-Way	Mark Edward Waugh Company	ConocoPhillips Company	5/30/2014	Reeves	TX	Volume 1208, Page 183 - Reeves
Pipeline Right-of-Way	Kenneth Glen Waugh Company	ConocoPhillips Company	10/14/2014	Reeves	TX	Volume 1208, Page 207 - Reeves
Pipeline Right-of-Way	Harold H Pigg, Trustee of the Kelly and Mary Miles Pigg Family Trust Company	ConocoPhillips Company	8/8/2014	Reeves	TX	Volume 1208, Page 195 - Reeves
Pipeline Right-of-Way	Charlotte T Whaley	ConocoPhillips Company	8/9/2014	Reeves	TX	Volume 1208, Page 189 - Reeves
Pipeline Right-of-Way	Mary Jane Robinson, Trustee of the Mary Jane Robinson Living Trust Company	ConocoPhillips Company	6/30/2014	Reeves	TX	Volume 1203, Page 329 - Reeves
Pipeline Right-of-Way	Betty W Peterson	ConocoPhillips Company	5/30/2014	Reeves	TX	Volume 1208, Page 201 - Reeves
Pipeline Right-of-Way	Clovis Dean Ball	ConocoPhillips Company	6/30/2014	Reeves	TX	Volume 1203, Page 324 - Reeves
Pipeline Right-of-Way	John Alan Billings	ConocoPhillips Company	6/30/2014	Reeves	TX	Volume 1203, Page 385 - Reeves
Pipeline Right-of-Way	James Bryan Billings	ConocoPhillips Company	6/30/2014	Reeves	TX	Volume 1203, Page 319 - Reeves
Pipeline Right-of-Way	Estate of W W Weeks	ConocoPhillips Company	8/17/2015	Reeves	TX	Volume 1203, Page 380 - Reeves
Pipeline Right-of-Way	Kathryn Whittington, Trustee of the James Whittington and Kathryn Whittington Trust	ConocoPhillips Company	6/30/2014	Reeves	TX	Volume 1203, Page 395 - Reeves
Pipeline Right-of-Way	Daltex Munn Associates LLC	ConocoPhillips Company	6/12/2014	Culberson & Reeves	TX	Volume 6, Page 619 - Culberson & Reeves Volume 1259, Page 166 - Reeves
Access Road Cost Sharing Agreement	Carrizo (Permian) LLC	ConocoPhillips Company	10/28/2015	Reeves	TX	Not Recorded
Roadway Easement	Pleasant Street Limited, et al	Three Rivers Operating Company III LLC	3/24/2016	Reeves	TX	Volume 1279, Page 161 - Reeves
Roadway Easement	Pleasant Street Limited, et al	Three Rivers Operating Company III LLC	3/24/2016	Reeves	TX	Volume 1279, Page 150 - Reeves
Pipeline Right-of-Way	Pleasant Street Limited, et al	Three Rivers Operating Company III LLC	5/25/2016	Reeves	TX	Volume 1287, Page 359 - Reeves
Pipeline Right-of-Way	Pleasant Street Limited, et al	Three Rivers Operating Company III LLC	5/25/2016	Reeves	TX	Volume 1310, Page 617 - Reeves
Pipeline Right-of-Way	Texas Pythian Home Inc	Three Rivers Operating Company III LLC	10/5/2016	Reeves	TX	Volume 1335, Page 381 - Reeves
Roadway Easement	Estate of J Loyd Parker III, et al	Three Rivers Operating Company III LLC	7/1/2016	Reeves	TX	Not Recorded
Pipeline Boring under HWY Right-of-Way	TXDOT	Three Rivers Operating Company III LLC	12/7/2016	Reeves	TX	Not Recorded
Pipeline Boring under HWY Right-of-Way	TXDOT	Three Rivers Operating Company III LLC	12/13/2016	Reeves	TX	Not Recorded
Pipeline Boring under HWY Right-of-Way	TXDOT	Three Rivers Operating Company III LLC	2/9/2017	Reeves	TX	Not Recorded
Pipeline Boring under HWY Right-of-Way	TXDOT	Three Rivers Operating Company III LLC	2/9/2017	Reeves	TX	Not Recorded
Pipeline Boring under HWY Right-of-Way	TXDOT	ConocoPhillips Company	1/15/2014	Reeves	TX	Not Recorded
Pipeline Boring under HWY Right-of-Way	TXDOT	ConocoPhillips Company	5/17/2014	Reeves	TX	Not Recorded
Limited and Temporary Drill Site and Road Access Permit	Pleasant Street Limited, et al	Three Rivers Operating Company III LLC	1/31/2017	Reeves	TX	Not Recorded
Pipeline Right-of-Way	Pleasant Street Limited, et al	Three Rivers Operating Company III LLC	4/4/2017	Reeves	TX	Volume 1414, Page 283 - Reeves
Pipeline Right-of-Way	Pleasant Street Limited, et al	Three Rivers Operating Company III LLC	9/1/2017	Reeves	TX	Volume 1506, Page 166 - Reeves
Pipeline Right-of-Way	CMC/Spring Gap Partners LP, et al	Three Rivers Operating Company III LLC	9/27/2017	Reeves	TX	Volume 1506, Page 166 - Reeves
Pipeline Right-of-Way	Charlotte T Whaley	Three Rivers Operating Company III LLC	11/25/2017	Reeves	TX	Volume 1506, Page 178 - Reeves
Pipeline Right-of-Way	Pleasant Street Limited, et al	Three Rivers Operating Company III LLC	11/15/2017	Reeves	TX	Volume 1516, Page 248 - Reeves
Pipeline Right-of-Way	Daltex Munn Associates LLC	Three Rivers Operating Company III LLC	8/10/2017	Reeves	TX	Volume 1523, Page 593 - Reeves
Pipeline Right-of-Way	Texas Pythian Home	Three Rivers Operating Company III LLC	11/20/2017	Reeves	TX	Volume 1539, Page 544 - Reeves
Pipeline Right-of-Way	Daltex Munn Associates LLC	Three Rivers Operating Company III LLC	12/12/2017	Reeves	TX	Volume 1579, Page 693 - Reeves
Pipeline Right-of-Way	Daltex Munn Associates LLC	Three Rivers Operating Company III LLC	12/12/2017	Reeves	TX	Volume 1579, Page 697 - Reeves
Pipeline Right-of-Way	John A Billings	Three Rivers Operating Company III LLC	1/30/2018	Reeves	TX	Volume 1551, Page 72 - Reeves
Pipeline Right-of-Way	James Bryan Billings	Three Rivers Operating Company III LLC	1/26/2018	Reeves	TX	Volume 1551, Page 64 - Reeves
Pipeline Right-of-Way	James Bryan Billings	Three Rivers Operating Company III LLC	1/26/2018	Reeves	TX	Volume 1551, Page 68 - Reeves
Pipeline Right-of-Way	John A Billings	Three Rivers Operating Company III LLC	1/30/2018	Reeves	TX	Volume 1551, Page 76 - Reeves
Pipeline Right-of-Way	Charlotte T Whaley	Three Rivers Operating Company III LLC	2/9/2018	Reeves	TX	Volume 1551, Page 90 - Reeves
Pipeline Right-of-Way	Pleasant Street Limited, et al	Three Rivers Operating Company III LLC	1/15/2018	Reeves	TX	Volume 1563, Page 189 - Reeves
Pipeline Right-of-Way	CMC/Spring Gap Partners LP, et al	Three Rivers Operating Company III LLC	2/15/2018	Reeves	TX	Volume 1569, Page 157 - Reeves
Roadway Easement	Daltex Munn Associates LLC	Three Rivers Operating Company III LLC	1/19/2018	Reeves	TX	Volume 1579, Page 686 - Reeves
Pipeline Right-of-Way	APR Operating LLC	Salt Creek Midstream LLC	5/1/2018	Culberson & Reeves	TX	
Pipeline Right-of-Way	APR Operating LLC	Salt Creek Midstream LLC	10/1/2018	Culberson & Reeves	TX	Volume 43, Page 654 - Culberson & Reeves Volume 1759, Page 273 - Reeves
Pipeline Right-of-Way	Pleasant Street Limited, et al	APR Operating LLC	6/1/2018	Reeves	TX	Volume 1675, Page 604 - Reeves
Pipeline Right-of-Way	Pleasant Street Limited, et al	APR Operating LLC	1/7/2019	Reeves	TX	Instrument Number 2019-012613 - Reeves
Roadway Easement	Pleasant Street Limited, et al	APR Operating LLC	3/13/2019	Reeves	TX	Instrument Number 2019-012617 - Reeves
Electrical Easement	Pleasant Street Limited, et al	APR Operating LLC	2/1/2019	Reeves	TX	Instrument Number 2019-012616 - Reeves
Pipeline Right-of-Way	WVO Minerals Management LLC, et al	APR Operating LLC	5/28/2019	Culberson & Reeves	TX	Volume 78, Page 283 - Culberson & Reeves
Pipeline Right-of-Way	CMC/Spring Gap Partners LP, et al	APR Operating LLC	5/13/2019	Reeves	TX	Instrument Number 2019-012614
Electrical Easement	CMC/Spring Gap Partners LP, et al	APR Operating LLC	5/13/2019	Reeves	TX	Instrument Number 2019-012615
gnt-of-Way	State of Texas, acting by and through the Commissioner of the General Land Office	APR Operating LLC	4/1/2019	Reeves	TX	Volume 1799, Page 338 - Reeves
gnt-of-Way	Texas Pythian Home Inc	APR Operating LLC	6/12/2019	Reeves	TX	Instrument Number 2019-012403 - Reeves
gnt-of-Way	APR Operating LLC	SCM Crude LLC	3/26/2019	Reeves	TX	Volume 1757, Page 390 - Reeves
gnt-of-Way	APR Operating LLC	Orla Drilling Company LLC	7/19/2019	Reeves	TX	Instrument Number 2019-016102 - Reeves

This is Correct Copy of a
 County Clerk's Office at
 Reeves County Texas,
 Dianne O. Packer, County Clerk
 Page 28 of 36



Contract Description	Grantor	Grantee	Effective Date	County	State	Recording
Pipeline Right-of-Way	APR Operating LLC	SCM Crude LLC	7/1/2019	Culberson & Reeves	TX	
Roadway Easement	Daltex Munn Associates LLC	APR Operating LLC	3/23/2019	Reeves	TX	Instrument Number 2019-019677 - Reeves
Electrical Easement	Daltex Munn Associates LLC	APR Operating LLC	1/19/2020	Reeves	TX	Instrument Number 2021-007518 - Reeves
Pipeline Right-of-Way	State of Texas, acting by and through the Commissioner of the General Land Office	SCM Crude LLC	8/1/2020	Reeves	TX	Instrument Number 2021-007530 - Reeves
Pipeline Right-of-Way	Daltex Munn Associates LLC	APR Operating LLC	10/16/2020	Reeves	TX	Instrument Number 2021-007517 - Reeves
Pipeline Right-of-Way	Pleasant Street Limited, et al	APR Operating LLC	3/22/2021	Reeves	TX	Instrument Number 2021-007515 - Reeves
Pipeline Right-of-Way	Pleasant Street Limited, et al	APR Operating LLC	6/1/2021	Reeves	TX	Instrument Number 2021-007513 - Reeves
Pipeline Right-of-Way	Pleasant Street Limited, et al	APR Operating LLC	6/1/2021	Reeves	TX	Instrument Number 2021-007514 - Reeves
Right of Entry and License Agreement	State of Texas, acting by and through the Commissioner of the General Land Office	APR Operating LLC	7/1/2021	Reeves	TX	Instrument Number 2021-007531 - Reeves
Pipeline Right-of-Way	Blake Oil and Gas Corporation	APR Operating LLC	10/1/2021	Reeves	TX	Instrument Number 2021-007519 - Reeves
Right-of-Way - Utility Installation	TXDOT	APR Operating LLC	10/27/2021	Reeves	TX	Not Recorded
Pipeline Right-of-Way	Estate of I Loyd Parker, et al	APR Operating LLC	12/13/2021	Reeves	TX	Pending
Compressor Site Lease	Daltex Munn Associates LLC	Three Rivers Operating Company III LLC	11/11/2017	Reeves	TX	
Compressor Site Lease	James Bryan Billings	Three Rivers Operating Company III LLC	1/1/2018	Reeves	TX	Volume 1551, Page 58 - Reeves
Compressor Site Lease	James Bryan Billings	Three Rivers Operating Company III LLC	1/1/2018	Reeves	TX	Volume 1551, Page 52 - Reeves
Compressor Site Lease	Charlotte T Whaley	Three Rivers Operating Company III LLC	1/1/2018	Reeves	TX	Volume 1551, Page 85 - Reeves
Compressor Site Lease	Charlotte T Whaley	Three Rivers Operating Company III LLC	1/1/2018	Reeves	TX	Volume 1551, Page 80 - Reeves
Compressor Site Lease	John A Billings	Three Rivers Operating Company III LLC	1/1/2018	Reeves	TX	Volume 1565, Page 696 Reeves
Compressor Site Lease	John A Billings	Three Rivers Operating Company III LLC	1/1/2018	Reeves	TX	Volume 1565, Page 691 Reeves
Surface Use Easement	APR Operating LLC	Salt Creek Midstream LLC	10/1/2018	Culberson & Reeves	TX	Volume 43, Page 666 - Culberson
Surface Use Easement	APR Operating LLC	Salt Creek Midstream LLC	3/25/2019	Culberson & Reeves	TX	Volume 59, Page 424 - Culberson
Site Lease	BCI Legacy LLC, et al	APR Operating LLC	2/11/2014	Reeves	TX	Instrument Number 2019-019676 - Reeves



True & Correct Copy of a
 Reeves County, Texas
 County Clerk
 29
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Exhibit E

Wells

[See attached.]

Exhibit E to Assignment and Bill of Sale



True & Correct Copy of a
Certified Bill of Sale
Harris County, Texas,
D. L. C. Baker, County Clerk
Page 30 of 34

EXHIBIT E - WELLS

Attached to and made part of that certain Assignment and Bill of Sale, effective November 1, 2021, by and between
APR Operating LLC, as Assignor, and Petro-Hunt Permian, LLC, as Assignee

Well Name	API Number	Operator	County	State
Broken Spoke SWD 1	42-389-35194	APR Operating LLC	Reeves	TX
Cosmo Daltex Unit 45-4 10H	42-389-36591	APR Operating LLC	Reeves	TX
Cosmo Daltex Unit 45-4 28WB	42-389-38787	APR Operating LLC	Reeves	TX
Cosmo Daltex Unit 45-4 5H	42-109-33360	APR Operating LLC	Reeves	TX
Cottonwood West 1606H	42-389-35534	APR Operating LLC	Reeves	TX
Dr Pepper Unit 46-39 2H	42-389-35376	APR Operating LLC	Reeves	TX
Dublin State Unit 28WB	42-389-37527	APR Operating LLC	Reeves	TX
Dublin State Unit 6H	42-389-36132	APR Operating LLC	Reeves	TX
Dublin State Unit 7H	42-389-37643	APR Operating LLC	Reeves	TX
Dublin State Unit 7RA	42-389-37749	APR Operating LLC	Reeves	TX
Dublin State Unit 8WA	42-389-37657	APR Operating LLC	Reeves	TX
Oatman State Unit 11-14 1H	42-389-34296	APR Operating LLC	Reeves	TX
Oatman State Unit 11-14 23WB	42-389-39513	APR Operating LLC	Reeves	TX
Oatman State Unit 11-14 24WB	42-389-39515	APR Operating LLC	Reeves	TX
Oatman State Unit 11-14 3WA	42-389-39512	APR Operating LLC	Reeves	TX
Oatman State Unit 11-14 4WA	42-389-39514	APR Operating LLC	Reeves	TX
Oatman State Unit 11-14 8H	42-389-37284	APR Operating LLC	Reeves	TX
Oatman Unit 11-2 1H	42-389-34294	APR Operating LLC	Reeves	TX
Oatman Unit 11-2 2H	42-389-35455	APR Operating LLC	Reeves	TX
Oatman Unit 11-2 6H	42-389-35305	APR Operating LLC	Reeves	TX
Oatman Unit 33-28 24WB	42-389-39450	APR Operating LLC	Reeves	TX
Oatman Unit 33-28 5WA	42-389-39448	APR Operating LLC	Reeves	TX
Oatman WC 3 1H	42-389-33438	APR Operating LLC	Reeves	TX
Orange Crush Unit 928WB	42-389-37833	APR Operating LLC	Reeves	TX
Pythian Unit A 10-3 1H	42-389-34279	APR Operating LLC	Reeves	TX
Red Bull State Unit 7H	42-389-36789	APR Operating LLC	Reeves	TX
Smither State 1 2H	42-389-33850	APR Operating LLC	Reeves	TX
Smither State 1 6H	42-389-36377	APR Operating LLC	Reeves	TX
Smither State 13 2H	42-389-33816	APR Operating LLC	Reeves	TX
Smither State Unit 12-13 25WB	42-389-38729	APR Operating LLC	Reeves	TX
Smither State Unit 12-13 2H	42-389-35531	APR Operating LLC	Reeves	TX
Smither State Unit 12-13 5WA	42-389-38715	APR Operating LLC	Reeves	TX
Smither State Unit 47-38 28WB	42-389-37742	APR Operating LLC	Reeves	TX
Smither State Unit 47-38 2H	42-389-36418	APR Operating LLC	Reeves	TX
Smither State Unit 47-38 6H	42-389-35332	APR Operating LLC	Reeves	TX
Smither State Unit 47-38 8WA	42-389-37736	APR Operating LLC	Reeves	TX
Smitherator State 1 25WB	42-389-39526	APR Operating LLC	Reeves	TX
Smitherator State 1 7WA	42-389-39525	APR Operating LLC	Reeves	TX
Stratery State Unit 21WB	42-389-39246	APR Operating LLC	Reeves	TX
Stratery State Unit 23WB	42-389-38266	APR Operating LLC	Reeves	TX
Stratery State Unit 2WA	42-389-39247	APR Operating LLC	Reeves	TX
Stratery State Unit 4WA	42-389-38247	APR Operating LLC	Reeves	TX

E-1



True & Correct Copy of a
 Document
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 Document
 Recorded
 31 36

Exhibit F

Personal Property

[See attached.]

Exhibit F to Assignment and Bill of Sale



True & Correct Copy of a
Certified Bill of Sale at
Hewes County, Texas,
Dianne C. Flower, County Clerk
Page 32 of 36

Exhibit G

Excluded Assets

[See attached.]

Exhibit G to Assignment and Bill of Sale



True & Correct Copy of a
Certified Bill of Sale
Receives County Clerk,
Dallas County, Texas
Page 34 of 34

EXHIBIT G - EXCLUDED ASSETS

Attached to and made part of that certain Assignment and Bill of Sale, effective November 1, 2021,
by and between APR Operating LLC, as Assignor, and Petro-Hunt Permian, LLC, as Assignee

VEHICLES

Year	Make	Model	VIN	Garaging City
2014	Forklift	GENIE GTH-1056 TELEHANDLER	GTH1015E-10239	Pecos
2019	Camper Trailer	Jay	1UJB0BR5K17X0502	Pecos
2020	Toyota	Sequoia	5TDBY5G13LS175907	Midland

G-1

True & Correct Copy of a
County Clerk
Reeves County, Texas,
Dianne G. [Signature], County Clerk
Page 35 of 36





VG-4283-2022-2022001554

Reeves County
Dianne O. Florez
Reeves County Clerk

Instrument Number: 2022001554

Real Property Recordings
ASSIGNMENT & BILL OF SALE

Recorded On: March 04, 2022 04:15 PM

Number of Pages: 36

" Examined and Charged as Follows: "

Total Recording: \$162.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2022001554
Receipt Number: 20220304000052
Recorded Date/Time: March 04, 2022 04:15 PM
User: Myra A
Station: CLERK01.ReevesCC.local

Record and Return To:

PETRO-HUNT LLC
2101 CEDAR SPRINGS RD STE 600
DALLAS TX 75201



STATE OF TEXAS
Reeves County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Reeves County, Texas

Dianne O. Florez
Reeves County Clerk
Reeves County, TX

Dianne O. Florez



True & Correct Copy of a
Certificate of Title
Reeves County, Texas
Dianne O. Florez, County Clerk
Page 36 of 36

File No.

MF 112188

Assign # 11186

APR (to) Petro. Hunt

Date Filed:

9-19-22

George P. Bush, Commissioner

By



CERTIFIED A TRUE AND CORRECT COPY
OF THE RECORD ON FILE IN MY OFFICE

Dianne C. Florez
Reeves County Clerk

3-4-22
Date

By: M. Salazar
Deputy Clerk

DIVISION ORDER

Verified

To: **APR Operating, LLC**
 400 W. Illinois, Suite 970
 Midland, TX 79701
 Attn: D.O. Analyst

Date: January 27, 2022

Effective Date: Date of First Production

Property Number: 3420204
 Property Name: OATMAN STATE UNIT 11-14 3WA
 Operator:
 County and State: Reeves, Texas
 Property Description: S/2 Section 11 and Section 14, Block 53

42-389-39512
 unit 6797

Production: X Oil X Gas X Other: all products

Owner Name OWNER NUMBER: 1190

and Address:

COMMISSIONER OF THE TEXAS GEN LAND OFFICE
 1700 N CONGRESS AVE STEPHEN F AUSTIN STATE
 AUSTIN, TX 78701-1495

Type of Interest: RI

Decimal Interest: 0.08335981 ✓

Rounding difference - OK

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by APR Operating, LLC (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$25.00, or pay annually whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses: *(None or See Attached Exhibit)*

WITNESSES:

Owner(s) Signature(s):

COMMISSIONER OF THE TEXAS GEN

Owner(s) Tax I.D. Number(s):

Owner Daytime Telephone:

Owner E-mail Address:

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
 Failure to comply will result in 31 % tax withholding and will not be refundable by Payor

BM

Retain this copy for your records

DIVISION ORDER

To: **APR Operating, LLC**
 400 W. Illinois, Suite 970
 Midland, TX 79701
 Attn: D.O. Analyst

Date: January 27, 2022

Effective Date: Date of First Production

42-389-39514
 Unit 6797

Property Number: 3420205
 Property Name: OATMAN STATE UNIT 11-14 4WA
 Operator:
 County and State: Reeves, Texas
 Property Description: S/2 Section 11 and Section 14, Block 53

Production: X Oil X Gas X Other: all products

Owner Name and Address: COMMISSIONER OF THE TEXAS GEN LAND OFFICE 1700 N CONGRESS AVE STEPHEN F AUSTIN STATE AUSTIN, TX 78701-1495	OWNER NUMBER: 1190 Type of Interest: RI Decimal Interest: 0.08335981
--	--

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by APR Operating, LLC (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

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This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses: *(None or See Attached Exhibit)*

WITNESSES:

Owner(s) Signature(s):

COMMISSIONER OF THE TEXAS GEN

Owner(s) Tax I.D. Number(s):

Owner Daytime Telephone:

Owner E-mail Address:

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
 Failure to comply will result in 31 % tax withholding and will not be refundable by Payor

DIVISION ORDER

To: **APR Operating, LLC**
 400 W. Illinois, Suite 970
 Midland, TX 79701
 Attn: D.O. Analyst

Date: January 27, 2022

Effective Date: Date of First Production

42-389-39513
 Unit 6797

Property Number: 3420206
 Property Name: OATMAN STATE UNIT 11-14 23WB
 Operator:
 County and State: Reeves, Texas
 Property Description: S/2 Section 11 and Section 14, Block 53

Production: X Oil X Gas X Other: all products

Owner Name

OWNER NUMBER: 1190

and Address:

COMMISSIONER OF THE TEXAS GEN LAND OFFICE
 1700 N CONGRESS AVE STEPHEN F AUSTIN STATE
 AUSTIN, TX 78701-1495

Type of Interest: RI
 Decimal Interest: 0.08335981

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by APR Operating, LLC (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$25.00, or pay annually whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses: *(None or See Attached Exhibit)*

WITNESSES:

Owner(s) Signature(s):

COMMISSIONER OF THE TEXAS GEN

Owner(s) Tax I.D. Number(s):

Owner Daytime Telephone:

Owner E-mail Address:

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
 Failure to comply will result in 31 % tax withholding and will not be refundable by Payor

DIVISION ORDER

To: **APR Operating, LLC**
 400 W. Illinois, Suite 970
 Midland, TX 79701
 Attn: D.O. Analyst

Date: January 27, 2022

Effective Date: Date of First Production

42-389-39515

Property Number: 3420207
 Property Name: OATMAN STATE UNIT 11-14 24WB
 Operator:
 County and State: Reeves, Texas
 Property Description: S/2 Section 11 and Section 14, Block 53

Production: X Oil X Gas X Other: all products

Owner Name and Address: COMMISSIONER OF THE TEXAS GEN LAND OFFICE 1700 N CONGRESS AVE STEPHEN F AUSTIN STATE AUSTIN, TX 78701-1495	OWNER NUMBER: 1190 Type of Interest: RI Decimal Interest: 0.08335981
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The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by APR Operating, LLC (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$25.00, or pay annually whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses: *(None or See Attached Exhibit)*

WITNESSES:

Owner(s) Signature(s):

COMMISSIONER OF THE TEXAS GEN

Owner(s) Tax I.D. Number(s):

Owner Daytime Telephone:

Owner E-mail Address:

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
 Failure to comply will result in 31 % tax withholding and will not be refundable by Payor



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

February 7, 2023

APR Operating, LLC
Attn: Division Order Analyst
400 W. Illinois, Suite 970
Midland, TX 79701

Re: State Lease No. MF112188 Oatman State 11-14 3WA, 4WA, 23WA and 24WB Unit 6797

Dear Sir/Madam:

The Texas General Land Office (GLO) has received your Division Orders for the referenced unit. These Division Orders have been filed in the appropriate mineral file.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF 112188

County

DIVISION ORDER

Date Filed: 2/14/2023

Commissioner Dawn Buckingham, M.D.

By: JD



Texas General Land Office

Reconciliation Billing

Commissioner Dawn Buckingham, M.D.

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

Petro-Hunt Permian, LLC
2101 Cedar Springs Road Ste 600
Dallas, TX 75201-1591

Billing Date: 4/1/2025
Billing Due Date: 5/1/2025
Customer Number: C000092765

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
25I00548	MF112188	\$0.00	\$32,297.29	\$3,229.73	\$1,436.54	\$36,963.56
Total Due		\$0.00	\$32,297.29	\$3,229.73	\$1,436.54	\$36,963.56

Penalty and interest have been calculated thru 4/30/2025. Payment remitted after 4/30/2025 will result in additional penalty and interest charges.

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.

This notice does not constitute an Audit Billing Notice as defined in Section 52.135 of the Texas Natural Resources Code and, consequently, does not preclude the TGLO from conducting further examinations of these leases, time periods or issues.

Detach and return with payment

Reconciliation Billing

Petro-Hunt Permian, LLC

Billing Date: 4/1/2025

Billing Due Date: 5/1/2025

Customer Number: C000092765

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
25I00548	MF112188	\$0.00	\$32,297.29	\$3,229.73	\$1,436.54	\$36,963.56
Total Due		\$0.00	\$32,297.29	\$3,229.73	\$1,436.54	\$36,963.56
Amt. Paid						

Customer ID: C000092765
 Invoice Number:
 GLO Lease: MF112188
 GLO Review: PETRO-HUNT PERMIAN, LLC
 Review Period: Sept 2023 - Aug 2024

Category Oil
 Auditor/AE: ECortez
 Billing Date: 4/3/2025
 P&I Calculation Date: 4/30/2025
 Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Mar-24	08-276929	482	1	\$80.160	1	\$38,658.19	\$4,832.27	\$0.00	\$4,832.27	360	9.50%	\$483.23	\$378.57	\$5,694.07
Aug-24	08-276929	0	1	\$0.000	1	\$0.00	\$27,465.02	\$0.00	\$27,465.02	207	9.50%	\$2,746.50	\$1,057.97	\$31,269.49
TOTALS		482				\$38,658.19	\$32,297.29	\$0.00	\$32,297.29			\$3,229.73	\$1,436.54	\$36,963.56

COMMENTS: BILLING ON UNDER REPORTED OIL VOLUMES AND UNPAID OIL ROYALTIES TO THE GLO FOR UNIT 6797 (08-276929, 08-286655, 08-292595, 08-292772, 08-292681, 08-292766)

COLUMN (3) UNDER REPORTED VOLUME: REPORTED RRC VOLUMES MINUS REPORTED GLO1 VOLUMES
 COLUMNS (5) & (6) REPORTED GLO1 PRICES WERE USED
 COLUMN (8) ROYALTY DUE PER SUBMITTED GLO1 REPORTS
 COLUMN (9) ROYALTY PAID
 COLUMNS (12),(13),(14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENTS:
<http://www.glo.texas.gov/energy-business/oil-gas/trac/forms/penalty-interest-assessment-rules.pdf>

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.cortez@glo.texas.gov

NOTE 1: PAYMENT OF THIS INVOICE MAY BE MADE BY CHECK OR ACH DEBIT.
 PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS.
 WHEN PAYMENT IS REMITTED, PLEASE SEND AN EMAIL TO: account.services@glo.texas.gov and eric.cortez@glo.texas.gov
 NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

EMAIL: revenuegrp@petrohunt.com jwasson@petrohunt.com ssmith@petrohunt.com cpope@petrohunt.com

MP
File No. 112 188

County

Recon Billings

Date Filed: 5/12/2025

Commissioner Dawn Buckingham, M.D.

By: VD



Texas General Land Office

Reconciliation Billing

Commissioner Dawn Buckingham, M.D.

PO Box 12873
Austin, TX 78711-2873
(800) 998-4456
8:00 - 5:00 M-F

Petro-Hunt Permian, LLC
2101 Cedar Springs Road Ste 600
Dallas, TX 75201-1591

Billing Date: 4/1/2025
Billing Due Date: 5/1/2025
Customer Number: C000092765

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
25I00563	MF112188	\$20,511.19	\$0.00	\$2,051.12	\$736.72	\$23,299.03
Total Due		\$20,511.19	\$0.00	\$2,051.12	\$736.72	\$23,299.03

Penalty and interest have been calculated thru 4/30/2025. Payment remitted after 4/30/2025 will result in additional penalty and interest charges.

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
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Detach and return with payment

Reconciliation Billing

Petro-Hunt Permian, LLC

Billing Date: 4/1/2025

Billing Due Date: 5/1/2025

Customer Number: C000092765

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
25I00563	MF112188	\$20,511.19	\$0.00	\$2,051.12	\$736.72	\$23,299.03
Total Due		\$20,511.19	\$0.00	\$2,051.12	\$736.72	\$23,299.03
Amt. Paid						

Customer ID: C000092765
Invoice Number:
GLO Lease: MF112188
GLO Review: PETRO-HUNT PERMIAN, LLC
Review Period: Sept 2023 - Aug 2024

Category Gas
Auditor/AE: ECortez
Billing Date: 4/3/2025
P&I Calculation Date: 4/30/2025
Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Aug-24	08-276929	0	1	\$0.000	1	\$0.00	\$20,511.19	\$0.00	\$20,511.19	197	9.50%	\$2,051.12	\$736.72	\$23,299.03
TOTALS		0				\$0.00	\$20,511.19	\$0.00	\$20,511.19			\$2,051.12	\$736.72	\$23,299.03

COMMENTS: BILLING ON UNPAID GAS ROYALTIES TO THE GLO FOR STATE LEASE MF112188

COLUMN (8) ROYALTY DUE PER SUBMITTED GLO2 REPORTS

COLUMN (9) ROYALTY PAID

COLUMNS (12),(13),(14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENTS:

<http://www.glo.texas.gov/energy-business/oil-gas/trac/forms/penalty-interest-assessment-rules.pdf>

FOR QUESTIONS REGARDING THIS INVOICE PLEASE E-MAIL: eric.cortez@glo.texas.gov

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WHEN PAYMENT IS REMITTED, PLEASE SEND AN EMAIL TO: account.services@glo.texas.gov and eric.cortez@glo.texas.gov
NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

EMAIL: revenuegrp@petrohunt.com lwasson@petrohunt.com ssmith@petrohunt.com cpope@petrohunt.com

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File No. MF112188

County

Recon Billing

Date Filed: 5/12/2025

Commissioner Dawn Buckingham, M.D.

By: VD