



CAUTION

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

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

Thank you for your assistance.

Archives and Records Staff

MF114492

PSA #00528

State Lease	Control	Base File	County
MF114492	08-030748	151375	REEVES

Survey	T & P RY CO	
Block	56	
Block Name		
Township	3-S	
Section/Tract	28	
Land Part		
Part Description	NW4	
Acres	160	
Depth Below	Depth Above	Depth Other

Leasing:

Analyst:

Maps:

GIS:

DocuShare:

Name	PETRO-HUNT LLC
Lease Date	3/13/2009
Primary Term	3 yrs
Bonus (\$)	\$0.00
Rental (\$)	\$0.00
Lease Royalty	0.0625

CONTENTS OF FILE NO. M- 114492

① Lease 10/25/12
 ② Land ID 10/25/12
 ③ Plat 10/25/12

Scanned sm 6/24/13

See MF109915 #14, for Assignment #8695

scanned Pt 2-3-15

4. Division Order 1-22-18

scanned Pt 2-22-2018

5. Reconciliation Billing 7/26/19

scanned Pt 8-6-2019

scanned Pt 9-11-2019

6. Ratification of Pooled Unit

Banshee 56-3-28 6/6/23

scanned WM 6-19-2023

(See MF111895 #23 Production

Sharing Agreement #00528 7/25/23)

Scanned sm 07/27/2023

See MF039970 #65, Comm # 895, L.P. Approval 10/29/23

Scanned sm 10/31/2023

See MF111895 Items 24-28

for iNuts 13517 - 13521

scanned WM 5-1-2024

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88, General Pd. Up-DD

OIL, GAS AND MINERAL LEASE

(Paid Up)

THIS AGREEMENT made March 13th, 2009, between Catherine Carter Malone, hereinafter referred to as LESSOR, whether one or more, whose address is 5135 Tangle Lane, Houston, Texas 77056, and Petro-Hunt L.L.C., whose address is 1601 Elm Street, Suite 3400, Thanksgiving Tower, Dallas, TX 75201-7201, hereinafter referred to as LESSEE, whether one or more,

WITNESSETH:

1. Lessor, in consideration of TEN AND OTHER DOLLARS in hand paid, receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and sulphur and all other minerals, whether similar or dissimilar, injecting gas, waters, other fluids, and air into subsurface strata, laying pipelines, storing oil, building tanks, roadways, telephone and power lines, and other structures and things thereon to explore, produce, save, take care of, treat, process, store and transport said minerals, the following described land in Reeves County, Texas, to-wit (hereinafter called "said land" or "the leased premises"):

The Northeast Quarter (NE/4) of Section 13, Block C-21, Public School Land Survey, containing 160.0 acres, more or less

All of Section 19, Block C-21, Public School Land Survey, containing 239.0 acres, more or less

The Northwest Quarter (NW/4) of Section 28, Block 56, Township 3, T&P Ry. Co. Survey, containing 160.0 acres, more or less

Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 559.0 acres, whether it actually comprises more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as full consideration for this lease and all rights and options hereunder.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of Three (3) years from the date hereof, (hereinafter called "primary term"), and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days. (Please See Paragraph #14)

3. The royalties to be paid by lessee are: (a) on oil, and other liquid hydrocarbons saved at the well, One-Fourth (1/4) of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipeline to which the wells may be connected; (b) on gas, including casinghead gas or other gaseous substance produced from said land and used off the premises or used in the manufacture of gasoline or other products, the market value at the well of One-Fourth (1/4) of the gas used, provided that on gas sold on or off the premises, the royalties shall be One-Fourth (1/4) of the amount realized from such sale; (c) and at any time when this lease is not validated by other provisions hereof and there is a gas and/or condensate well on said land, or land pooled therewith, but gas or condensate is not being so sold or used and such well is shut in, either before or after production therefrom, then on or before 90 days after said well is shut in, and thereafter at annual intervals, lessee may pay or tender an advance shut-in royalty equal to \$1.00 per net acre of lessor's gas acreage then held under this lease by the party making such payment or tender, and so long as said shut-in royalty is paid or tendered, this lease shall not terminate and it shall be considered under all clauses hereof that gas is being produced from the leased premises in paying quantities. Each such payment shall be paid or tendered to the party or parties who at the time of such payment would be entitled to receive the royalties which would be paid under this lease if the well were in fact producing, and may be paid Directly to Lessor at Above Address, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. The payment or tender of royalties and shut-in royalties may be made by check or draft. Any timely payment or tender of shut-in royalty which is made in a bona fide attempt to make proper payment, but which is erroneous in whole or in part as to parties or amounts, shall nevertheless be sufficient to prevent termination of this lease in the same manner as though a proper payment had been made if lessee shall correct such error within ninety (90) days after lessee has received written notice thereof by certified mail from the party or parties entitled to receive payment together with such written instruments (or certified copies thereof) as are necessary to enable lessee to make proper payment. The amount realized from the sale of gas on or off the premises shall be the price established by the gas sales contract entered into in good faith by lessee and gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than eighty (80) surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than six hundred forty (640) surface acres plus 10% acreage tolerance, if limited to one or more or

the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining a maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest, except for obligations or liabilities accrued to Lessee prior to such release.

6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain or reestablish production of oil, gas, and/or sulphur, and the production of oil, gas, and/or sulphur, whether or not in paying quantities.

7. Lessee shall have free use of oil, gas and water from said land, except water from lessor's wells and tanks, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. Lessee shall have the right at any time within six (6) months after last utilized to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. No change or division in the ownership of said land, royalties, or other monies, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other monies, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have ninety (90) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor

on said lease for any cause, and no such action shall be brought until the lapse of ninety (90) days after the service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (i) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (ii) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor makes no warranty, either expressed or implied, as to title to the lands covered hereby. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, or sulphur in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force at or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring one hundred (120) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. This is a paid-up lease and lessee shall not be obligated during the primary term hereof to commence or continue any operations of whatsoever character or to make any payments hereunder in order to maintain this lease in force during the primary term; however, this provision is not intended to relieve lessee of the obligation to pay royalties on actual production pursuant to the provisions of Paragraph 3 hereof.

13. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, representatives, assigns, and successive assigns. The terms and conditions hereof shall inure to the benefit of and be binding upon the parties hereto, heirs, successors, representatives, assigns, and successive assigns of the parties hereto.

14. Prior to the expiration of the primary term of this lease, Lessee shall have the right, but not the obligation, to extend the primary term of this lease - as to all acreage covered hereby and not otherwise being maintained by any other provision herein - for a period of two (2) additional years by paying an additional bonus of \$300.00 per net mineral acre for any such lands. In the event this right to extend the primary term is exercised as herein provided, it shall be considered for all intents and purposes as though this Oil and Gas Lease originally provided for a primary term of five (5) years from the date hereof.

EXECUTED the day and year first above written.

"LESSOR"

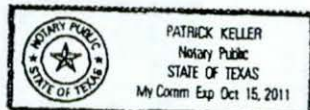
Catherine Carter Malone
Catherine Carter Malone

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on March 19, 2009, by Catherine Carter Malone.



My commission expires: 10/15/2011

[Signature]
Notary Public

Exhibit "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated March 13th, 2009 from Catherine Carter Malone, as Lessor, to Petro-Hunt L.L.C., as Lessee

15. Lessee agrees to bury any and all permanent pipelines at least three (3) feet below the surface of the ground.

16. Notwithstanding anything contained herein to the contrary, at the expiration of the primary term of this lease, or any continuous obligations provided for in Paragraph 5 above, whichever is later, this lease shall terminate as to all depths lying below 100 feet below the stratigraphic equivalent of the deepest producing formation. Lessee shall provide Lessor with a recordable instrument evidencing the release of such deep rights.

17. Notwithstanding any provisions to the contrary herein contained, it is agreed and understood by all parties hereto that in the event Lessee agrees to exercise the option to pool for gas, as provided herein, then, and in that event, Lessee shall place the entirety of the leased premises in any such gas unit so formed. There shall be no pooling for oil production without first obtaining Lessor's written consent, such consent to not be unreasonably withheld.

18. In no event shall Lessor ever be charged for any compression, dehydration, transportation or other items and the royalty to Lessor shall be a free royalty subject only to the payment of the appropriate taxes. Additionally, Lessor shall be entitled to receive their proportionate part, one-fourth (1/4th) of all sums or other benefits payable to Lessee by virtue of products recovered or sold as a result of this oil, gas and mineral lease. Included within said term "product," but not limited thereto, is gasoline, butane, propane, other liquid hydrocarbons extracted, manufactured or recovered by Lessee or for which Lessee might be paid. If Lessee should sell the gas produced from the above described premises to an intermediate gas gathering line in which Lessee has an interest or is affiliated with, Lessor's royalty is to be calculated on the basis of the payment received by the intermediate gathering carrier in which Lessee has an interest.

19. Notwithstanding anything contained herein to the contrary, it is expressly agreed and stipulated that this lease shall not be kept in force under the provisions of paragraph 3 hereof by payment of shut-in gas royalty in the absence of actual production from said land for a period of more than two cumulative years beyond the primary term of this lease, which may be made up of a period or periods not to exceed two years in the aggregate. Additionally, any shut-in royalty payment, as provided for in paragraph 3 above, shall be a sum equal to \$25.00 for each acre of land covered hereby.

20. In the event a well or wells producing oil or gas in paying quantities should be drilled on adjacent lands and within 660 feet of or draining the leased premises, Lessee agrees that within ninety (90) days after the date on which production from such off-set well or wells commences to be marketed and moved from the adjacent lands Lessee will either (a) drill an off-set well to each such draining well, (b) pay Lessor as royalty a sum equal to the royalties which would be payable under this lease on production from said offset well had said well been drilled and produced hereunder (and as long as Lessee may elect to pay such royalty in lieu of drilling an off-set well it will be considered that oil and/or gas is being produced in paying quantities from this lease) or (c) In lieu of drilling an off-set well, Lessee has the option to release the off-set proration unit as to the producing horizon(s) only. Nothing herein shall require Lessee to drill an off-set well where Lessee has an existing well producing oil or gas from the same horizon as the off-set well on a proration unit on the leased land at the time of completion of a well on an adjoining proration unit to the leased land(s).

21. Notwithstanding anything contained herein to the contrary, the rights granted under this lease shall apply only to oil, gas, other hydrocarbons, or other minerals produced in solution with or incidental thereto. This lease specifically does not cover any hard minerals such as coal, lignite, iron ore, and gravel and Lessor specifically reserves all such minerals unto himself.

22. Lessee shall indemnify and hold Lessor harmless from any damages or claims for damages for injury or death to persons or damage to property, environmental or otherwise, occasioned by or arising out of or resulting from operations by Lessee, its agents, employees, independent contractors or assigns, on the land covered hereby. This provision shall survive the term of this lease.

23. Neither Lessee, its employees, agents, contractors, nor subcontractors shall have the right or privilege of hunting or fishing on the leased premises or to bring firearms thereon, all such rights

and privileges being reserved and retained by Lessor. If any of such parties is found to be in violation of this restriction, those parties shall be permanently banned from ever entering upon the leased premises.

24. In the event Lessee conducts drilling operations on said leased premises, Lessee agrees to remove all oil and/or other debris of every kind and character and to restore the surface of the premises, as near as reasonably practicable, to its original condition and status, within a reasonable period of time, weather permitting, after the completion of any well, dry hole or other operations conducted by Lessee on the leased premises and to pay Lessor in full for damages, caused by Lessee's operations hereunder, to Lessor's crops, livestock or improvements now situated on the leased premises or at the time such operations take place.

25. In the event Lessee drills an oil well(s) on the leased premises during the primary term of this lease, then before the expiration of the primary term of this lease Lessee shall designate (a) 40 acres in the form of a square (as much as is practical) around each well for any well(s) producing oil from horizons situated from the surface of the ground down to 10,000 feet below the surface of the ground, or (b) 80 acres in the form of a square (as much as is practical) around each well for any well(s) producing oil from horizons situated below 10,000 feet below the surface of the ground; which area surrounding such wells shall be referred to as "developed acreage." All such developed acreage shall be held by actual production as herein provided. All acreage covered by this lease and not included as "developed acreage" shall be held only by the remaining provisions of the lease. Provided however that Lessee may form pooled units for horizontal oil wells comprised of the minimum amount of acreage required by the Texas Railroad Commission in order to obtain a full production allowable.

26. After expiration of the primary term, this lease can be maintained in force and effect as to all non-developed and non-unitized acreage so long as no more than 120 days elapses between the completion or abandonment of one well and the commencement of drilling operations on another; provided, however, that should Lessee commence drilling operations on a well before said 120 day period elapses then Lessee shall receive credit for the time between commencement of drilling operations on said well and the end of said 120 day period. Should this occur, Lessee may extend the subsequent 120 day time period within which a new well must be commenced by said credited time. All such wells which are completed as producers of oil, gas or other minerals in paying quantities shall be treated for the purpose of determining developed acreage as if the same had been completed prior to the expiration of the primary term. At such time as Lessee fails to meet the continuous drilling obligation as set forth herein, this lease shall expire as to all acreage not included as unitized acreage (where applicable) or in developed acreage tracts as set forth above.

27. The foregoing agreement and provisions shall supersede and govern the provisions in the printed text of this lease to the contrary and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

Signed for Identification:

Catherine Carter Malone
Catherine Carter Malone

Certificate of Record

26.00 Recording Fee
26.00 Certified Copy Fee
26.00 Total Paid env.

Return to

Petro Hunt LLC

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

001734

COMPARED

FILED FOR RECORD
2009 MAY 27 AM 11:52

DIANNE O. FLOREZ
COUNTY CLERK, REEVES COUNTY, TX
BY: M. Camacho DEPUTY

THE STATE OF TEXAS, }
COUNTY OF REEVES. }

I, hereby certify that this instrument with its certificates of authenticity was FILED on the
date and at the time stamped hereon and was duly RECORDED in the OFFICIAL PUBLIC
RECORDS of Real Property of Reeves County, Texas, as indicated

OPR VOL 821 PAGE 188 DATE RECORDED 05/28/2009



DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

By Dianne Florez Deputy

①

File No. 114492

Lease

Date Filed: 10/25/12

Jerry E. Patterson, Commissioner

By G-H

**Basefile Number - 151375**

Information for this County -

REEVES COUNTY[Related GloBase Record](#)[Download GIS Data](#)[Energy Lease Information](#)**IDENTIFICATION NUMBERS****LAND CLASS NUMBER - 08****BASEFILE NUMBER - 151375****CONTROL NUMBER 08-030748****SURVEY INFORMATION****SURVEY NAME - T&P RR CO****GRANTEE NAME - Carter, J B****ABSTRACT - 5697****BLOCK - TOWNSHIP - Northwest 1/4 28 T. & P. 56 Tsp 3****SECTION NUMBER - 28****SECTION/PART -****CURRENT ACRES - 160****ORIGINAL ACRES - 160****PATENT INFORMATION:****PATENTEE NAME -****DISTRICT - Bexar****CLASSIFICATION - School****FILE NUMBER - 151375****PATENT DATE -****CERTIFICATE - 5165****PATENT NUMBER -****PATENT VOLUME -****PAGE - 162****LEASE INFORMATION****POOLING AGREEMENTS:**

No Uplands Units

No SubMerged Units

OIL & GAS LEASES:

No Upland Oil & Gas Leases

No Submerged Oil & Gas Leases

HARD MINERAL LEASES:

NONE

PSF SURFACE LEASES:

NONE

HISTORIC LEASES FOR THIS PARCEL**POOLING AGREEMENTS:**

No Uplands Units

No SubMerged Historical Units

OIL & GAS LEASES:

No Upland Oil & Gas Leases

1/ke

From: Lynn Ahlfenger <LAhlfenger@resoluteenergy.com>
To: "Beverly Boyd (Beverly.Boyd@GLO.TEXAS.GOV)" <Beverly.Boyd@GLO.TEXAS.GOV>
CC: Erin Pettigrew <EPettigrew@resoluteenergy.com>
Date: 8/13/2012 5:04 PM
Subject: TX00969.001-003 Cheesman - Mustang.pdf - Adobe Acrobat Standard
Attachments: TX00969.001-003 Cheesman - Mustang.pdf

Beverly,

I have attached the copies of the leases that cover the NE of Sec 13, All of Sec 19, Block C-21, and the NW of Sec 28, Block 56, T-3, T&P Ry Co Survey, Reeves Co, TX.

Lynn Ahlfenger
Lease Analyst

[Description: Description: Description: Description: Resolute_Logo]
1675 Broadway, Suite 1950
Denver, CO 80202
303)534-4600
Direct: 303)573-4886x1280

2

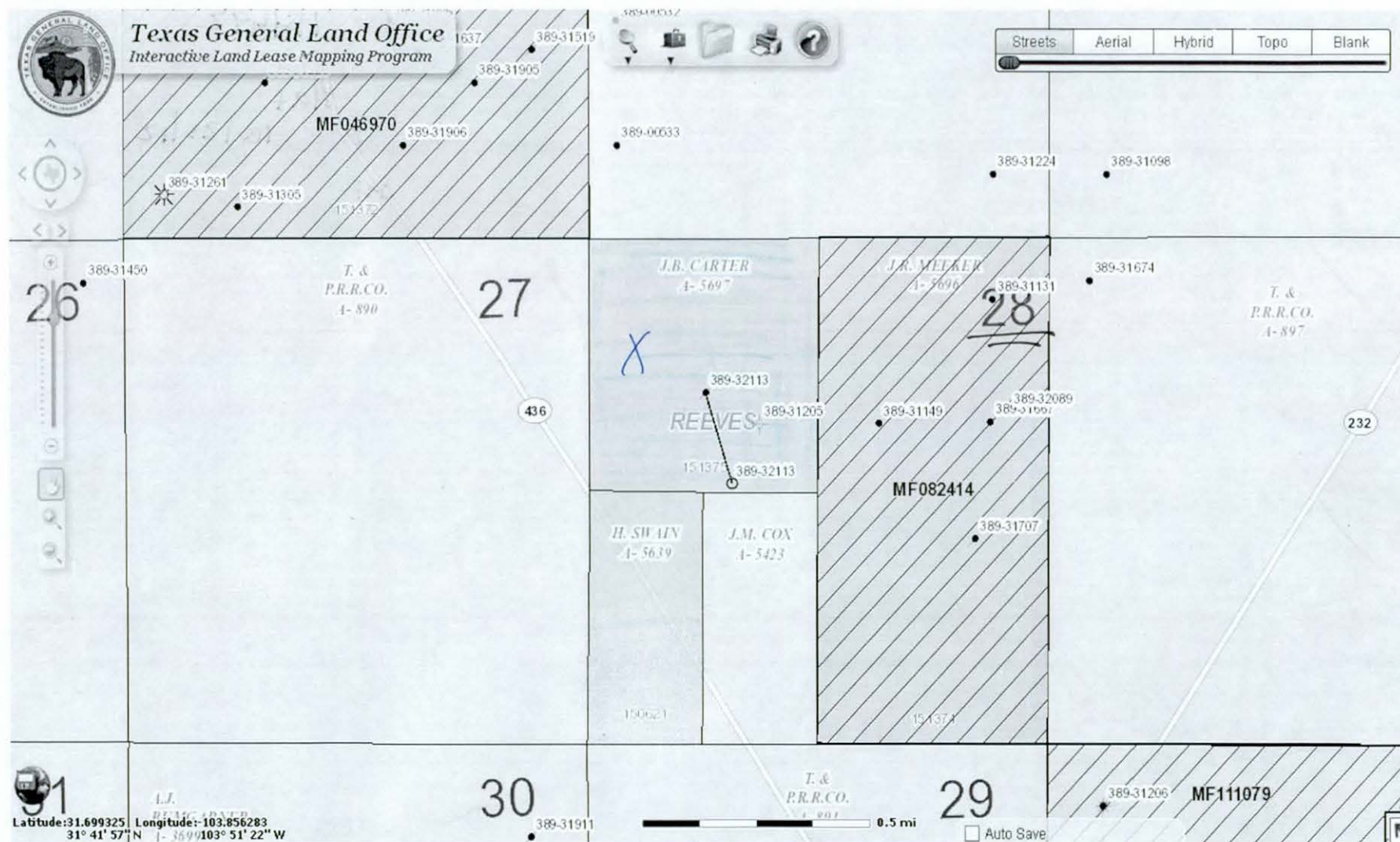
File No. 14492

Level ID

Date Filed: 10/25/12

Jerry E. Patterson, Commissioner

By G-14



Block 56 - T3 T & P Ry
Sec 28 NW14 160 ac

3

File No. 114492

Plat

Date Filed: 10/25/12

Jerry E. Patterson, Commissioner

By att

STATE OF TEXAS
OFFICE
1700 N CONGRESS AVENUE
STEPHEN F AUSTIN BLDG
AUSTIN, TX 78701-1436

See reverse for list of
Properties and Interests.

YOUR COPY

Effective Date: Date of First Sales

The undersigned certifies the ownership of their decimal interest in production as described above payable by Anadarko E&P Onshore 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 \$100, or Sept. 30 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.

Note: NADOA Model Form Division Order (Adopted 9/95)

Special Clause(s): Payee agrees that by execution of this DO and returning the signature page to Payor that the signature page will be attached to Payor's duplicate original of this instrument and treated as an original for all purposes.

RV45678204
STATE OF TEXAS
OFFICE


Signature of Witness

Owner Signature/Corporate Title

Owner Address (if different from above)

Signature of Witness

Owner Signature/Corporate Title

City, State Zip Code

Owner Daytime Phone

Email Address

*Failure to furnish your Social Security/Tax ID number will result in withholding tax in accordance with federal law and any tax withheld will not be refundable by payor.
** All individual parties must complete and return the enclosed W9 to ensure proper payment. Additional forms may be obtained at www.irs.gov

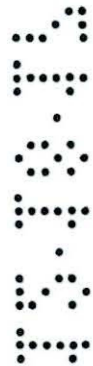
Please return to:
Anadarko E&P Onshore LLC
P.O. BOX 1330
HOUSTON, TX 77251-9874
1-800-359-1692

Date Prepared: December 06, 2017
Prepared By: SARAH HALL
Suspense Flag: N

Property	Property Name	Product	State/County	Int Type	Interest
120187	BANSHEE 56-3-28 UNIT 1H 389-36186	All Products	TX/REEVES	RU	0.02083333 ✓

Legal Description:

480 ACRES, MORE OR LESS, BEING THE W/2 OF SECTION 19 AND THE NW/4 OF SECTION 28, BLOCK 56, TOWNSHIP 3, T&P RR CO SURVEY, REEVES COUNTY, TEXAS.



*Failure to furnish your Social Security/Tax ID number will result in withholding tax in accordance with federal law and any tax withheld will not be refundable by payor.
** All individual parties must complete and return the enclosed W9 to ensure proper payment. Additional forms may be obtained at www.irs.gov

Please return to:
Anadarko E&P Onshore LLC
P.O. BOX 1330
HOUSTON, TX 77251-9874
1-800-359-1692

Date Prepared: December 06, 2017
Prepared By: SARAH HALL
Suspense Flag: N



Check out the Anadarko **Owner Relations Website**: Go to www.anadarko.com, click on **About Anadarko**, click on **Owner Relations**. Our Owner Relations website provides details regarding issues/questions about royalty checks, owner interest and much more!

Dear Interest Owner:

1. Enclosed are two copies of your Division Order or Transfer Order. Please execute (in front of two witnesses) the document stamped "**Return This Copy**" and retain the one marked "**Your Copy**" for your records.
 - a. Sign exactly as shown on the Division Order or Transfer Order. Signatures must be witnessed by two people. If joint ownership, all owners will be required to sign, but may sign separate copies. Signatures by Agents, Attorneys-in-Fact, Guardians or Trustees must be verified by attaching evidence of the right to sign in that manner, such as a copy of the Power of Attorney.
 - b. If a W8 or W9 is enclosed with this mailing, it **MUST** be completed and returned to us per IRS rules. ***Failure to provide this form WILL result in withholding tax in accordance with federal law and any tax withheld will not be refundable by payor.*** If the name on the Division Order or Transfer Order does not match the name on your Social Security Card, please advise us, in writing, of the differences.
 - c. ***Please note. If there is not a W8 or W9 enclosed with this mailing, we have valid tax information on file and no further action on your part is necessary.***
2. Please address all correspondence, including your executed Division Order, to the following address:
Anadarko E&P Onshore LLC
Attn: Land Administration
P.O. Box 1330 (AHT)
Houston, TX 77251-9874
3. Please send all written **CHANGES OF ADDRESS** to the address listed above, or submit changes through the Oildex website. (Please see the reverse side of this page for instructions.)
4. **NAME AND OWNERSHIP CHANGES** must be submitted in writing to the above address. Please include proper documentation confirming the change:
 - a. **For Name Changes:** Marriage Certificate, Divorce Decree, etc.
 - b. **For Ownership Changes:** Deeds, Assignments, etc., must be recorded in the County (Parish) in which the property is located prior to sending to our office. Copy of the document sent in must have evidence of the recording (e.g., the recording stamp) on it.
 - c. **For Changes due to Death of an Owner:** As a general rule, we require complete copies of probate proceedings rendered by a court having jurisdiction over the property in question. If the Estate was not probated, or if it was probated in a different state, other documentation may be required.
5. When you wish to make an inquiry or request a change, please have available as much of the following information as you can:
 - Owner Number
 - County and State where well is located
 - Well name and/or property number
 - Your telephone number with AREA CODE
6. Anadarko **Owner Relations** toll-free telephone number: **1-800-359-1692**. Our Owner Relations Agents are committed to monitoring and returning calls in a timely manner. Our goal is to return your call within two business days.
7. For access to check information: <http://www.oildex.com>.
Please see the reverse side of this page for instructions.

Anadarko E&P Onshore LLC

Owner On-Line Access

Upon receipt of your first check you will be able to access your check/EFT statements, access your 1099 form, submit a change of address form, or sign up for direct deposit via the internet. Go to www.oildex.com.
This will not be available until you receive your first check/deposit.

Locate the "Owner Relations Login" section and click on the link.



This will bring you to the "Oildex Account Login" page. Click the login prompt located in the "Owner Relations" box.



Click on [Anadarko](#). This will bring you to the login screen.

If you are a **first time user**, be sure to click on the "[I am a first time user](#)" hyperlink. You will then be prompted to enter your **User ID** and **Temp Password**.

Your **User ID** is your six-digit **Anadarko or Kerr-McGee Owner Number** located at the top of your check detail. To access Oildex, only enter the six-digit owner number, leaving off the RV/04 or JV/01 on either end. (Example: For RV12345604 or JV12345601, the User ID would be 123456.)

Your **Temp Password** is normally the **last six digits of the Tax ID / Social Security #** on your account. (Example: For SS# 123-45-6789, the Temp Password would be 456789.) Once you log in, you will be prompted to choose a new password.

- To view your check/EFT statements – Log in and go to the Inbox tab. Then, select "All" in the Date Selection dropdown box. View a statement by clicking the hyperlink in the Check # column.
Please note: If you have never received a check/EFT from Anadarko, Kerr-McGee, Lance or Howell, no information will be posted on the Oildex website.
- To view your 1099 form – Log in and go to the Inbox tab. Then, click "Display IRS 1099s". View a 1099 form by clicking the hyperlink in the ID# column.
- To change your mailing address – Log in and go to the Forms tab. Then, click the "Address Change" hyperlink under the list of Owner Relations Forms. Complete the information and click Submit.
- To sign up for Direct Deposit – Log in and go to the Forms tab. Then, click the "Direct Deposit" hyperlink under the list of Owner Relations Forms. Complete the information and click Submit.
- If you have any issues accessing www.oildex.com, please contact Oildex support directly at support@oildex.com and provide Anadarko's name along with your six-digit owner number. Alternatively, you may contact Anadarko Owner Relations at owner.relations@anadarko.com or 1-800-359-1692.



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

January 22, 2018

Sarah Hall
Division Order Analyst
Anadarko E&P Onshore LLC
P.O. Box 1330
Houston, TX 77251-9874

Re: State Lease No. MF114492 Banshee 56-3-28 1H

Dear Mrs. Hall:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. This Division Order has 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 Hernandez
Landman, Energy Resources
512-475-0428
512-475-1543 (fax)
vivian.hernandez@glo.texas.gov

File No. MF 114492

____ County

Division Order

Date Filed: 1-22-2018

George P. Bush, Commissioner

By V.H.

2280 1642 0000 0202 9102

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

\$

MF114492

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 \$ _____

Postmark
Here

Postage

\$

Total Postage and Fees

\$

ATTN: David Robertson

Sent To

Anandarko E+P Onshore LLC

Street and Apt. No. or PO Box No.

PO Box 1330

City, State, ZIP+4®

Houston, Tx 77251-1330

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.

USPS TRACKING#



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

9590 9402 1972 6123 7482 28

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box •

MF114452
Verdis
Energy
7th FLR



Texas General Land Office

George P. Bush, Commissioner

P.O. Box 12873

Austin, Texas 78711-2873

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:

Anadarko E & P Onshore LLC
Attn: David Robertson
PO Box 1330
Houston, TX 77251-1330



9590 9402 1972 6123 7482 28

2. Article Number (Transfer from service label)

7016 2070 0000 7391 0827

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X**☐ Agent☐ Addressee**B. Received by (Printed Name)**

DRAID BLANTON

C. Date of Delivery

7/29/19

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
- ☐ Registered Mail Restricted Delivery

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



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

Anadarko E&P Onshore LLC
Attn: David Robertson
PO Box 1330
Houston, TX 77251-1330

Billing Date: 7/25/2019
Billing Due Date: 8/24/2019
Customer Number: C000044444

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
19I00625	MF114492	\$1,779.63	\$0.00	\$197.67	\$119.53	\$2,096.83
Total Due		\$1,779.63	\$0.00	\$197.67	\$119.53	\$2,096.83

Penalty and interest have been calculated thru 7/31/2019. Payment remitted after 7/31/2019 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

Anadarko E&P Onshore LLC

Billing Date: 7/25/2019

Billing Due Date: 8/24/2019

Customer Number: C000044444

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
19I00625	MF114492	\$1,779.63	\$0.00	\$197.67	\$119.53	\$2,096.83
Total Due		\$1,779.63	\$0.00	\$197.67	\$119.53	\$2,096.83
Amt. Paid						

Energy Financial Management
SMAR Activity / Invoicing Approval

Auditor/Account Examiner: Angelica Soriano
Company Name: Andarko E&P Onshore LLC
Customer Number: C000044444
Mineral File #: MF114492
Transaction Type: Volume Recon
Other / Invoice #:

Previous Amount	Current Amount	Date	AE / Reviewer's Notes	Reviewer's Signature	AR Notes
	\$2,096.83	07/22/19	Billed on under reported volumes	Amanda Allen 7/23/19 	

All original invoices must be approved.

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

Customer ID: C00004444
Invoice Number:
GLO Lease: MF114492
GLO Review: Andarko E&P Onshore LLC
Review Period: September 2017 through August 2018

Category: Gas
Auditor/AE: Asoriano
Billing Date: 7/22/2019
P&I Calculation Date: 7/31/2019
Royalty Rate: 6.25%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Particls	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Ro	Number of Da	Interest Rate For	Penalty Rate Fron	Interest Rate Fron	Revenue Due
Nov-17	08-283780	307	1.00000000	\$ 2.760000	1.000000	\$847.32	\$52.96	\$0.00	\$52.96	562	5.50%	\$25.00	\$4.01	\$81.97
Jan-18	08-283780	10,386	1.00000000	\$ 2.660000	1.000000	\$27,626.76	\$1,726.67	\$0.00	\$1,726.67	503	5.50%	\$172.67	\$115.52	\$2,014.86
TOTALS		10,693				\$28,474.08	\$1,779.63	\$0.00	\$1,779.63			\$197.67	\$119.53	\$2,096.83

ATTN: Anna Anklam
CERTIFIED MAIL: 7016 2070 0000 7391 0827

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 WELL IDS 08-283780
COLUMN (5) (6) PRICE & BTU - TAKEN FROM HOUSTON SHIP CHANEL POSTED PRICE
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 PREFERED 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.

File No. MF114492 5

Reconciliation Billing County

Date Filed: 7/25/19

George P. Bush, Commissioner

By VD

DECLARATION OF POOLED UNIT
BANSHEE 56-3-28 UNIT

STATE OF TEXAS §
COUNTY OF REEVES § **KNOW ALL MEN BY THESE PRESENTS, THAT:**

This Declaration of Pooled Unit ("Agreement") is executed by the undersigned, being the owners of or having the contractual right to acquire certain interests in the leasehold estates created under those certain valid and subsisting Oil and Gas Leases, or memorandums thereof, which are more particularly described on Exhibit "A", attached hereto and incorporated herein by reference for all purposes (collectively referred to herein as the "Unit Leases").

RECITALS

WHEREAS, each of the undersigned parties is authorized, under the terms of the Unit Leases or otherwise, to pool, unitize or combine all or a portion of the lands covered by the Unit Leases with other land, lands, lease or leases, to form a pooled unit for the exploration, development and production of oil, gas and associated and constituent hydrocarbons and hydrocarbon gases from the lands covered by the Unit Leases; and,

WHEREAS, the pooling, unitization and combination of the Unit Leases and mineral estates to the extent necessary to form the hereinafter described pooled unit, is reasonable and advisable in the judgment of the undersigned.

(1) Declaration of Unit. In consideration of the premises and pursuant to and in accordance with the terms and provisions of the Unit Leases or otherwise, the undersigned do hereby declare, pool, unitize and combine the royalties, leasehold rights, mineral and royalty interests and other interests pertaining to the Unit Leases, including all renewals, extensions, ratifications and amendments thereof by the undersigned, and the Unit Area, as described below, insofar as the same contributes to the Unit Area as described below, into a unit for the exploration, development and production of oil, gas, associated hydrocarbons and hydrocarbon gases ("Unit").

(2) Description of Unit Area. The Unit includes the Unit Leases described on said Exhibit "A", insofar as same contributes to those lands ("Unit Area") described on Exhibit "B" and depicted on Exhibit "C", such exhibits being attached hereto and incorporated herein by reference for all purposes. Production from the Unit shall be allocated proportionately among the tracts pooled herein within the Unit in the proportion which the number of surface acres in such tract bears to the total number of surface acres in the Unit. The production of oil, gas and associated hydrocarbons from any part of the Unit Area, shall constitute production of such substances from all of the Unit Leases. Drilling or reworking operations or other operations conducted on any lands or lease within the Unit shall constitute such operations for the production of oil, gas and associated hydrocarbons on all of the Unit Leases within the Unit. If at any time any tract of land or interest within the Unit is not properly pooled or unitized hereby, or is not otherwise committed to the Unit, such fact shall not affect, terminate, impair or otherwise invalidate the Unit as to any interest pooled or unitized hereby.

(3) Unit Name. The pooled unit created hereby shall be known as the BANSHEE 56-3-28 UNIT, containing 480.00 acres, more or less.

(4) Additional Interests Included. In the event the undersigned, as of the effective date hereof, owns any leasehold interest or mineral and/or royalty interest other than those specifically described or referred to herein covering lands within the Unit Area, including any unleased mineral interest in lands inside the Unit Area, or any interest for which ratification of the Unit created hereby is necessary, and the undersigned inadvertently failed to include said interest on Exhibit "A", then said interest or interests are hereby pooled and combined into said Unit as hereby declared, without the necessity of specifically enumerating such interest or interests and the specific land which they cover or in which they are held; provided, however, no cross-

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assignment or cross-conveyance of any interest in and to the Unit Leases or the Unit Area is intended by this instrument.

(5) Right to Amend. Anadarko, SWEPI LP, and ConocoPhillips Company hereby exclusively reserve the right, from time to time, to correct, alter or amend this Agreement, and the respective terms and provisions hereof, and to change the size and area of, and interests covered by the Unit described herein, including, without limitation, the power (i) to change, reduce, enlarge or extend the size or configuration of the Unit Area; (ii) to include any other formation or formations and any other mineral or minerals therein, thereunder or produced therefrom, all in accordance with the terms and provisions of the Unit Leases; (iii) to include in the Unit described herein or in any amendments hereto, oil, gas and mineral leases, or interests in the lands described therein, covering interests in the Unit Area, which are secured or obtained subsequent to the effective date hereof, or prior to the effective date hereof and not included and described herein, and (iv) to include in the Unit described herein or in any amendments hereto, full or undivided interests in the Unit Area which are not otherwise included herein by the owner of such full or undivided interests. Any such amendment hereof shall be executed by Anadarko, SWEPI LP, and ConocoPhillips Company, provided that such amendment will not change the interest of the working interest owners in the Unit. By execution of this Declaration of Pooled Unit, Anadarko does not exhaust the right to pool the lease and lands hereinabove described with other leases and lands as to any other minerals, horizon or strata covered thereby, and they expressly reserve to themselves, their assignees, or successors in interest, the right and power to pool and unitize the above described lease and lands with any other leases, lands, horizons or strata in the vicinity and so far as the power, right and authority to do so is granted in the subject leases and various agreements and so long as such power and authority is exercised in accordance with applicable rules and regulations of any governmental regulatory body or agency having jurisdiction.

(6) Dissolution of Unit. The Unit formed hereby may be dissolved with the approval of all the undersigned, at any time by an instrument filed for record in Reeves County, Texas.

(7) Ratification of Unit. With the expressed authorization of the Operator and the undersigned parties, this instrument may be ratified by other parties by separate instruments in writing, referring to this instrument.

(8) Successors and Assigns. This Agreement shall be binding upon the heirs, representatives, successors and assigns, as applicable, of the undersigned and the lessors and lessees under the Unit Leases identified in said Exhibit "A".

(9) Effective Date. The Unit hereby created shall be effective as of July 1, 2017, and subject to paragraph (6) above, shall remain in force as long as the pooled minerals are being produced from the Unit, or so long as the Unit Leases are maintained in force and effect by payment or tender of shut-in royalties, or by other means, in accordance with the terms of said Leases.

(10) Counterpart Execution. This instrument may be executed as one document signed by all parties, or parties named herein may join herein by execution of a counterpart, with the same effect as if all parties executed this instrument. Executed signature pages from different originals of this instrument may be combined to form a single original instrument for recording purposes. The failure of any one or more persons owning an interest in the Unit to execute this instrument or a counterpart thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.

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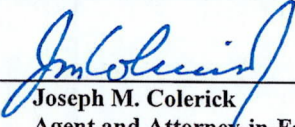
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IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date evidenced below.

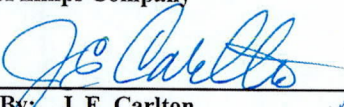
ANADARKO E&P ONSHORE LLC

By: 
Joseph M. Colerick
Agent and Attorney-in-Fact *MEY*

SWEPI LP

By: _____
Jeff Turnbull
Attorney-in-Fact *VT*

ConocoPhillips Company

By: 
By: J. E. Carlton *VT K&K*
Title: Attorney-in-Fact

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IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date evidenced below.

ANADARKO E&P ONSHORE LLC

By: _____
Joseph M. Colerick
Agent and Attorney-in-Fact

SWEPI LP

By: Jeff Turnbull *MB*
Jeff Turnbull
Attorney-in-Fact

ConocoPhillips Company

By: _____
By: J. E. Carlton
Title: Attorney-in-Fact

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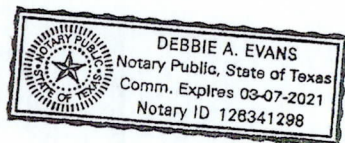
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ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF MIDLAND §

This instrument was acknowledged before me on this 9th day March, 2018, by Joseph M. Colerick, acting as Agent and Attorney-in-Fact of **ANADARKO E&P ONSHORE LLC**, a Delaware limited liability company, on behalf of said company.



Debbie A. Evans
Notary Public, State of Texas
Name Printed: Debbie A. Evans
My Commission Expires: 3/7/2021

STATE OF TEXAS §

COUNTY OF HARRIS §

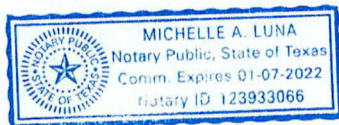
This instrument was acknowledged before me on this _____ day _____, 2018, by Jeff Turnbull, acting as Attorney-in-Fact of **SWEPI LP**, on behalf of said corporation.

Notary Public, State of Texas
Name Printed: _____
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 16th day February, 2018, by J. E. Carlton, acting as Attorney-in-Fact of **ConocoPhillips Company**, on behalf of said corporation.



Michelle A. Luna
Notary Public, State of Texas
Name Printed: Michelle A. Luna
My Commission Expires: 01-07-2022

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ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF MIDLAND §

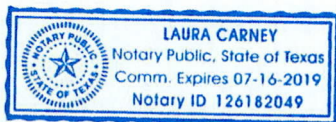
This instrument was acknowledged before me on this _____ day _____, 2018, by Joseph M. Colerick, acting as Agent and Attorney-in-Fact of **ANADARKO E&P ONSHORE LLC**, a Delaware limited liability company, on behalf of said company.

Notary Public, State of Texas
Name Printed: _____
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 7th day March, 2018, by Jeff Turnbull, acting as Attorney-in-Fact of **SWEPI LP**, on behalf of said corporation.



Notary Public, State of Texas
Name Printed: Laura Carney
My Commission Expires: 7/16/2019

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day _____, 2018, by J. E. Carlton, acting as Attorney-in-Fact of ConocoPhillips Company, on behalf of said corporation.

Notary Public, State of Texas
Name Printed: _____
My Commission Expires: _____

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EXHIBIT "A"

**Attached to and made a part of that certain Declaration of Pooled Unit dated
effective July 1, 2017, by Anadarko E&P Onshore LLC, SWEPI LP and ConocoPhillips
Company for the BANSHEE 56-3-28 UNIT**

UNIT LEASES

1. APC LEASE NO: 1345983000
LESSOR: CHEVRON U.S.A. INC.
LESSEE: ANADARKO E&P ONSHORE LLC
LEASE EFFECTIVE DATE: 7/15/2014
RECORDING: MEMORANDUM OF OIL & GAS LEASE
VOLUME 1138, PAGE 244, REEVES COUNTY, TEXAS
2. APC LEASE NO: 1361524000
LESSOR: JOHN MASON CARTER (ST TX FREE ROYALTY)
LESSEE: PETRO-HUNT LLC
LEASE EFFECTIVE DATE: 3/13/2009
RECORDING: VOLUME 821, PAGE 193, REEVES COUNTY, TEXAS
3. APC LEASE NO: 1361603000
LESSOR: CHEESMAN FAM O&G VENTURE (ST TX FREE ROYALTY)
LESSEE: PETRO-HUNT LLC
LEASE EFFECTIVE DATE: 10/15/2008
RECORDING: VOLUME 817, PAGE 707, REEVES COUNTY, TEXAS
4. APC LEASE NO: 1361523000
LESSOR: CATHERINE CARTER MALONE (ST TX FREE ROYALTY)
LESSEE: PETRO-HUNT LLC
LEASE EFFECTIVE DATE: 3/13/2009
RECORDING: VOLUME 821, PAGE 188, REEVES COUNTY, TEXAS
5. LESSOR: GEORGE C. FRASER, et al
LESSEE: CONTINENTAL OIL COMPANY
LEASE EFFECTIVE DATE: 07/28/1950
RECORDING: VOLUME 133, PAGE 182, REEVES COUNTY, TEXAS

[End of Exhibit "A"]

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EXHIBIT "B"

**Attached to and made a part of that certain Declaration of Pooled Unit dated
effective July 1, 2017, by Anadarko E&P Onshore LLC, SWEPI LP and ConocoPhillips
Company for the BANSHEE 56-3-28 UNIT**

Description of Unit Area:

Being 480.00 acres, more or less, comprised of the following described lands:

- Tract No. 1: 160.00 acres, more or less, being the NW/4 of Section 28, Block 56,
Township 3, T&P RR Co. Survey, Reeves County, Texas
- Tract No. 2: 280.00 acres, more or less, being the West Half (W/2), SAVE & EXCEPT the
NW/4 of the NW/4, of Section 19, Block 56, Township 3, T&P RR Co. Survey,
Reeves County, Texas.
- Tract No. 3: 40.00 acres, more or less, being the NW/4 of the NW/4, of Section 19, Block 56,
Township 3, T&P RR Co. Survey, Reeves County, Texas, in so far and only in so
far, as the Top of the Wolfcamp Formation to the Bottom of the Wolfcamp
Formation.

[End of Exhibit "B"]

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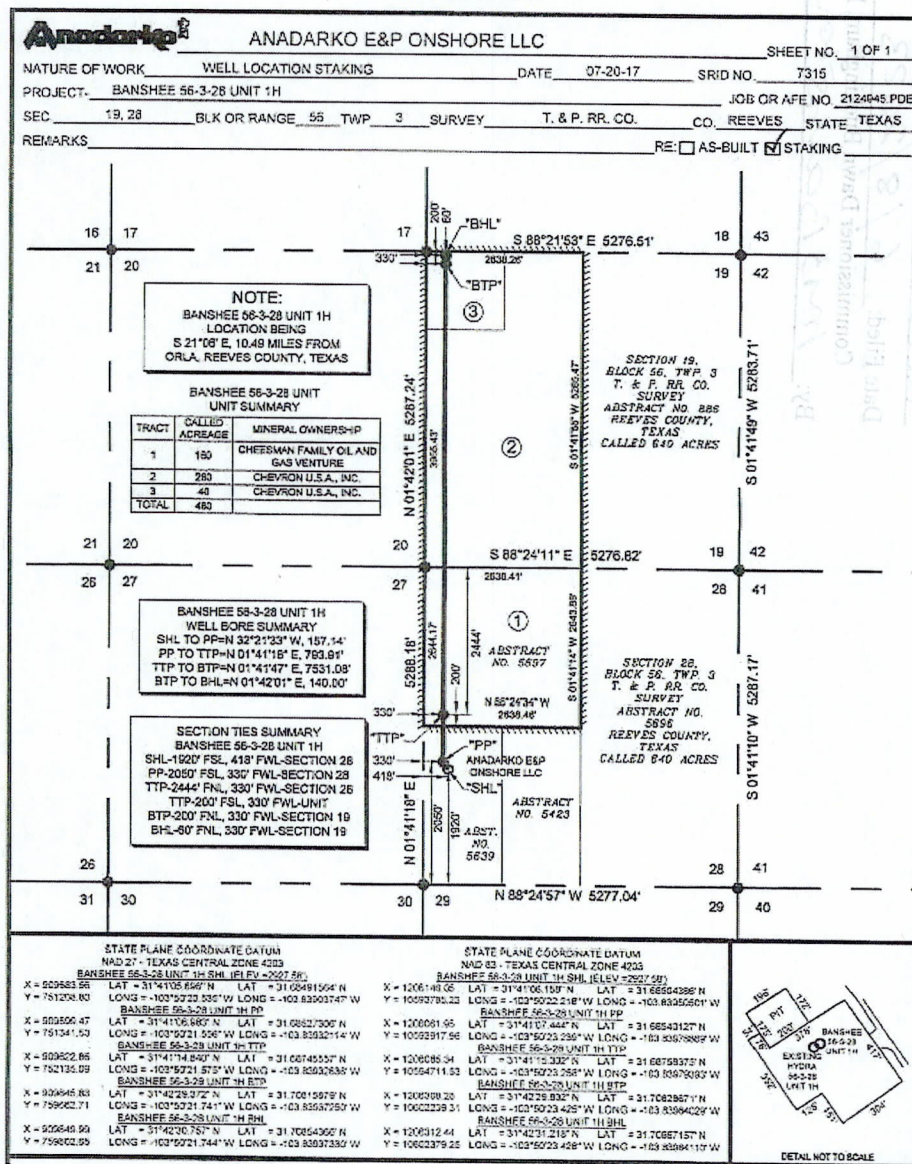
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EXHIBIT "C"

Attached to and made a part of that certain Declaration of Pooled Unit dated effective July 1, 2017, by Anadarko E&P Onshore LLC, SWEPI LP and ConocoPhillips Company for the BANSHEE 56-3-28 UNIT

Unit Area Plat:



Inst No. 18-04386
DIANNE O. FLOREZ
COUNTY CLERK
2018 Mar 15 at 04:18 PM
REEVES COUNTY, TEXAS
By: MS *Abaldana* DEPUTY

File No. MF 114492

Reeves County

Recorded DPU Banshee

Date Filed: 6/8/2023 56-3-28

Commissioner Dawn Buckingham, M.D.

By: MB Barnstone Unit

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

UPA170161

Unit Number 8783
Operator Name Anadarko E&P Onshore LLC
Customer ID C000044444
Unit Name Banshee 56-3-28
County 1 Reeves **RRC District 1** 08
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type Permanent
State Net Revenue Interest Oil 0.02083333
State Part in Unit 0.33333333
Unit Depth Allow All Depths
From Depth
To Depth
Well
Formation
Participation Basis Surface Acreage
If Exclusions Apply: See Remarks

Effective Date 11/07/2017
Unitized For Oil And Gas
Unit Term
Old Unit Number **Inactive Status Date**

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF114492	1	160.000000	480.000000	0.33333333	O/G	0.06250000	0.02083333	No

API Number

4238936186

Remarks:

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

11/07/2017

11/07/2017

11/8/17

6/16/23

11/07/2017

Pooling Committee Report

To: School Land Board

UPA170161

Date of Board Meeting: 11/07/2017

Unit Number: 8783

Effective Date: 11/07/2017

Unit Expiration Date:

Applicant: Anadarko E&P Onshore LLC

Attorney Rep:

Operator: ANADARKO E&P ONSHORE LLC,

Unit Name: Banshee 56-3-28

Field Name: PHANTOM (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>
FR	MF114492	0.06250000	03/13/2012	3 years	160.000000	160.000000	0.02083333

Private Acres:	320.000000
State Acres:	160.000000
Total Unit Acres:	480.000000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	33.33%
State Net Revenue Interest:	2.08%

Unit Type: **Unitized for:**

Permanent Oil And Gas

Term:

RRC Rules: **Spacing Acres:**

Yes 704 acres for a 7,500 foot lateral (FTP to LTP).

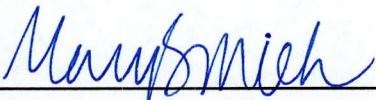
Working File Number: UPA170161

REMARKS:

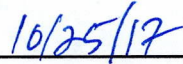
- Anadarko E&P Onshore LLC is requesting School Land Board ratification of the the 480 acre Banshee 56-3-28 Unit which contains a 160 acre Free Royalty tract.
- The applicant spud the unit well on September 18, 2017. A 7,500 foot lateral is expected to be drilled.
- With Board approval of the ratification, the State's unit royalty participation will be 2.08%.
- The State will participate on a unitized basis from the date of first production.

POOLING COMMITTEE RECOMMENDATION:

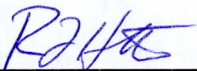
The Pooling Committee recommends Board ratification of the Banshee 56-3-28 Unit under the above-stated provisions.



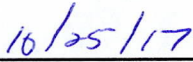
Mary Smith - Office of the Attorney General



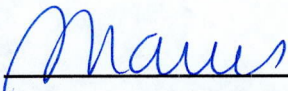
Date



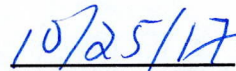
Robert Hatter - General Land Office



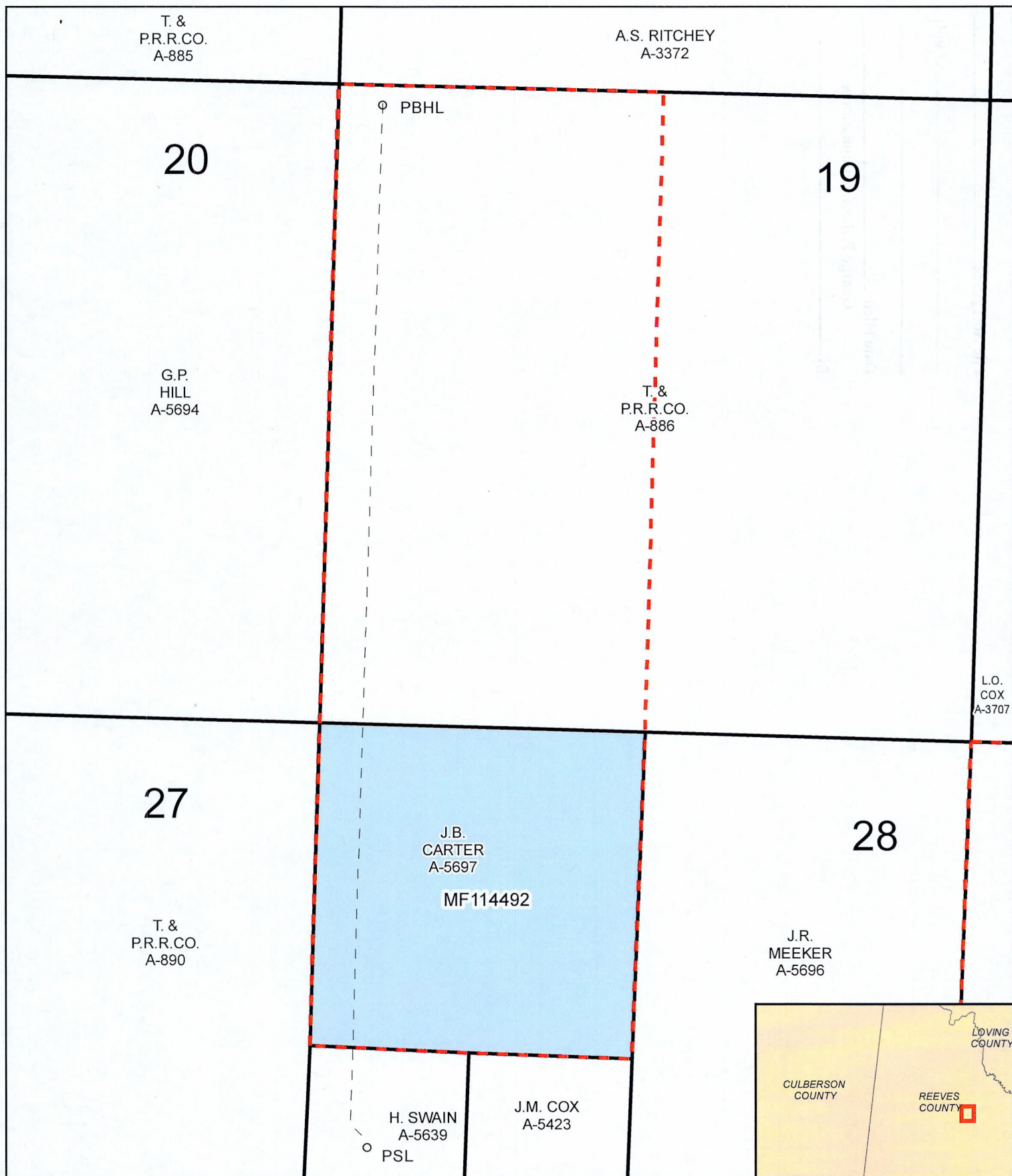
Date



Diane Morris - Office of the Governor



Date



Unit #8783
Anadarko E&P Onshore., LLC
Banshee 56-3-28 Unit
Phantom (Wolfcamp) Field
Reeves County, Texas

1,000 500 0 1,000 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
Enterprise Technology Solutions/GIS
November 2017

**RATIFICATION OF DECLARATION AND NOTICE OF POOLED UNIT
ANADARKO E&P ONSHORE LLC
BANSHEE 56-3-28 UNIT
GLO UNIT NO. 8783
REEVES COUNTY, TEXAS**

WHEREAS, the State of Texas is the owner of a Free Royalty Interest in the Banshee 56-3-28 Unit ("Unit or unit") and pursuant to the provisions of Subchapter E, Chapter 52 of the Natural Resources Code, the School Land Board has approved pooling the State's interest into the Unit, upon the condition, however, that the Working Interest Owners agree to the terms hereinafter set forth in consideration of the commitment of the State's Free Royalty Interest to said Unit, and the Commissioner of the General Land Office is authorized by said statute to commit the State's interest to the Unit on behalf of the State:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the Commissioner of the General Land Office of the State of Texas, acting on behalf of the State, for and in consideration of the premises and the benefits anticipated to accrue to the State under said Unit Agreement, does hereby commit to said Unit the Free Royalty Interest of the State of Texas as described in said Unit Agreement and does hereby agree that the State of Texas shall be bound by all of the provisions of said Unit Agreement except as hereinafter set forth, the same as if the undersigned had executed the original or a counterpart of said Unit Agreement.

This instrument is executed by the undersigned upon the condition that the Working Interest Owners agree to the following terms in consideration of the commitment of the State's Free Royalty Interest to said Unit:

PURPOSES:

1.

This Ratification 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 Ratification to effect equitable participation within the Unit. This Ratification 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. No provision of this Ratification nor any provision of the Unit Agreement shall be construed or applied in a manner that abridges any law governing the Free Royalty Interest of the State.

UNIT DESCRIPTION:

2.

The oil and gas leases, which are included within the Unit, are described on the Exhibit "A" attached to the Unit Agreement to which leases and the records thereof reference is made for all pertinent purposes; and the pooled unit consists of 480.00 acres as described on Exhibit "B" attached to the Unit Agreement; and is shown on a plat as Exhibit "C" attached to the Unit Agreement.

MINERAL POOLED:

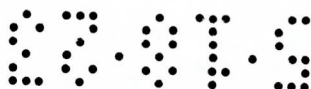
3.

The mineral pooled and unitized ("pooled mineral") 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 over the drilling and production of oil and gas wells. The pooled mineral shall cover all depths ("unitized interval").

POOLING AND EFFECT:

4.

The State's interest which is within the Unit area is hereby committed thereto to the extent and as above described into said Unit and do unitize and pool hereunder the State's tract described in the Unit Agreement, 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 Ratification.
- (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 Ratification.
- (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.
- (e) A shut-in oil or gas well located upon any lease included within said Unit shall be considered as a shut-in oil or gas well located upon each 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.
- (f) 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 480.00 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.
- (g) There shall not be brought into the Unit Area any tract lying outside its boundaries until approval of such enlargement has been obtained from the School Land Board of the State of Texas.
- (h) There shall be no obligation to drill internal offsets to any other well on separate tracts within the Unit Area, nor to develop the tracts separately, as to the pooled mineral.

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 Unit, there shall be allocated to each tract committed to the Unit that pro rata portion of the pooled mineral produced from the 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.

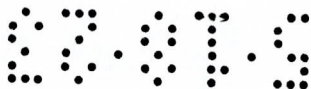
TAKING ROYALTY IN KIND:

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 Ratification 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.

EFFECTIVE DATE:

7.



Upon execution by the Commissioner of the General Land Office of the State of Texas this Ratification shall become effective as of November 7, 2017.

TERM:

8.

This Ratification 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.

STATE LAND:

9.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the Unit is concerned, this Ratification 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.

RATIFICATION/WAIVER:

10.

Nothing in this Ratification, nor the approval of this Ratification by the School Land Board, nor the execution of this Ratification 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:

11.

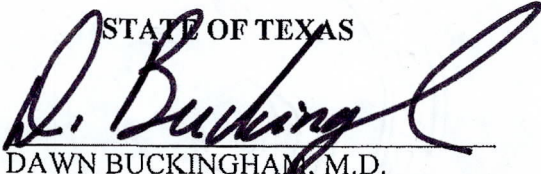
This Ratification may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Ratification are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Ratification 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 Ratification upon the respective dates indicated below.

[Signature Pages Follow]



Date Executed 6/2/2023

STATE OF TEXAS

DAWN BUCKINGHAM, M.D.
Commissioner, General Land Office

Approved:

leas. ☒ DBO

cont. ☒ MB

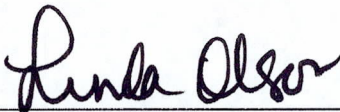
legal ☒ MC

exec. ☒ MT

CERTIFICATE

I, Linda Olson, 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 November 7th, 2017, the foregoing instrument was approved by said Board under the provisions of Chapter 32 and 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 2nd day of June, 2023


Secretary of the School Land Board

OPERATOR
ANADARKO E&P ONSHORE LLC

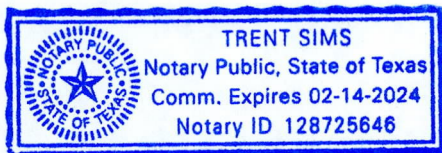
By: John V. Schneider
Printed: John V. Schneider
Its: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 27th day of April, 2023
by John V. Schneider as Attorney-in-fact for Anadarko E&P Onshore LLC,
a Delaware limited liability corporation on behalf of said corporation.



Trent Sims
Notary public, State of Texas

EXHIBIT "A"

Attached to and made a part of that certain Ratification and Notice of Pooled Unit dated effective November 7, 2017, by Anadarko E&P Onshore LLC, et al, for the BANSHEE 56-3-28 UNIT (GLO Unit No. 8783)

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LESSEE: ANADARKO E&P ONSHORE LLC
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LESSEE: PETRO-HUNT LLC
LEASE EFFECTIVE DATE: 3/13/2009
RECORDING: VOLUME 821, PAGE 188, REEVES COUNTY, TEXAS
5. LESSOR: GEORGE C. FRASER, et al
LESSEE: CONTINENTAL OIL COMPANY
LEASE EFFECTIVE DATE: 07/28/1950
RECORDING: VOLUME 133, PAGE 182, REEVES COUNTY, TEXAS

[End of Exhibit "A"]

03.07.9

EXHIBIT "B"

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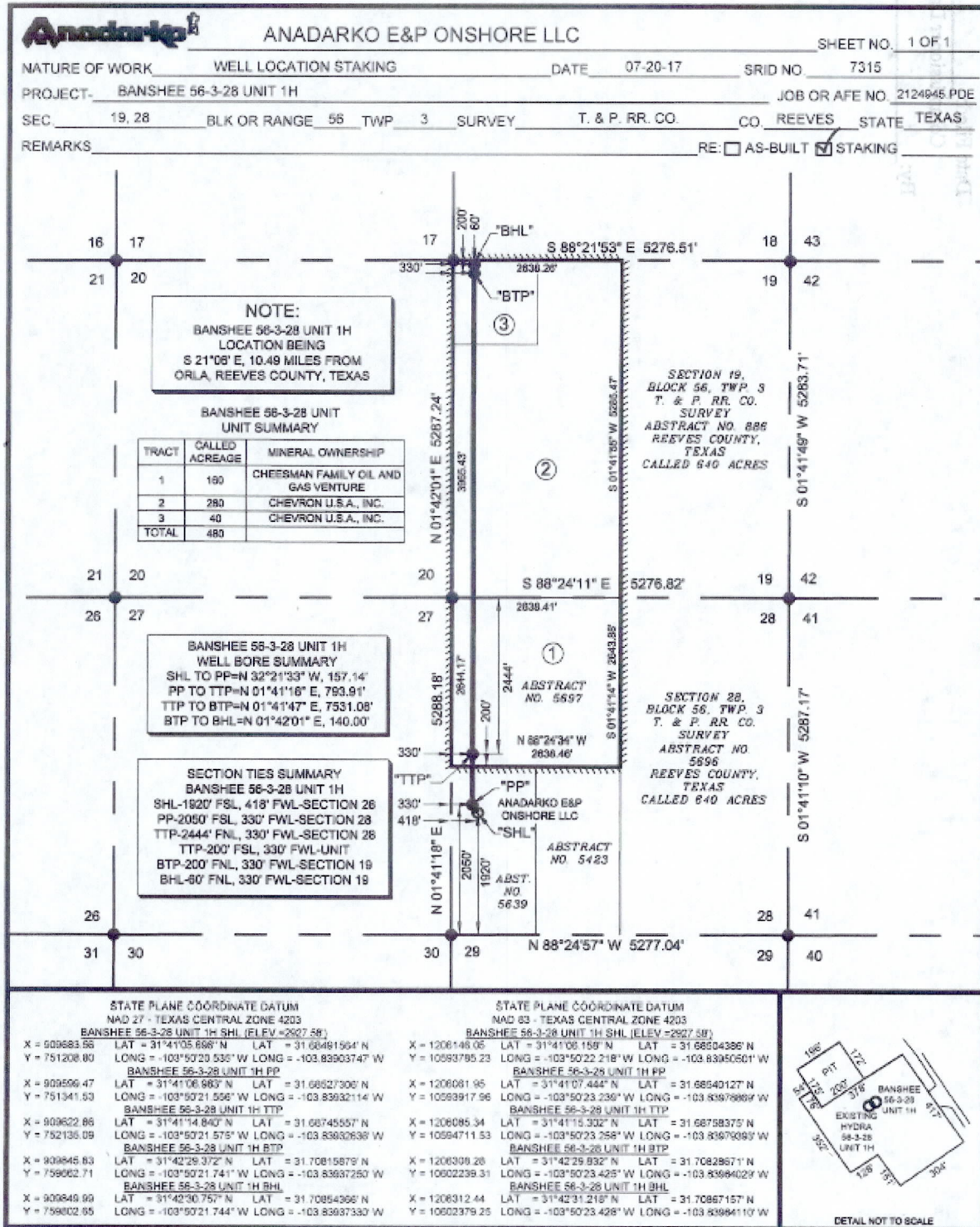
[End of Exhibit "B"]

07.07.19

EXHIBIT "C"

Attached to and made a part of that certain Ratification and Notice of Pooled Unit dated effective November 7, 2017, by Anadarko E&P Onshore LLC, et al, for the BANSHEE 56-3-28 UNIT (GLO Unit No. 8783)

Unit Area Plat:



File No. MF 114492Ratification of Reeves County
Pooled Unit Banshee 56-3-28Date Filed: 06/06/2023

Commissioner Dawn Buckingham, M.D.

By: MB

2023