



CAUTION

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

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Archives and Records Staff

MF114493

<i>State Lease</i>	<i>Control</i>	<i>Base File</i>	<i>County</i>
MF114493	08-030604	151426	REEVES

<i>Survey</i>	PUBLIC SCHOOL LAND	
<i>Block</i>	C-21	
<i>Block Name</i>		
<i>Township</i>		
<i>Section/Tract</i>	19	
<i>Land Part</i>		
<i>Part Description</i>		
<i>Acres</i>	239	
<i>Depth Below</i>	<i>Depth Above</i>	<i>Depth Other</i>

Leasing: DL
Analyst: DL
Maps: _____
GIS: MC
DocuShare: _____

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

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Horizontal Unit, 660 Unit #8490	
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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 John Mason Carter, hereinafter referred to as LESSOR, whether one or more, whose address is 509 Buckeye Trail, Austin, Texas 78746-4425, 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 of 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"


John Mason Carter

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF TRAVIS }

This instrument was acknowledged before me on MARCH 20, 2009, by John Mason Carter.

My commission expires: 9/19/2010


Notary Public

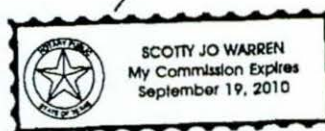


Exhibit "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated March 13th, 2009 from John Mason Carter, 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.

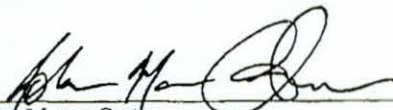
24. In the event Lessee conducts drilling operations on said leased premises, Lessee agrees to remove all oil and/or other debris of every kind and character and to restore the surface of the premises, as near as reasonably practicable, to its original condition and status, within a reasonable period 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:


John Mason Carter

Certificate of Record

26.00 Recording Fee
26.00 Certified Copy Fee
26.00 Total Paid

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

001735

FILED FOR RECORD
2009 MAY 27 AM 11:52

DIANNE O FLOREZ
COUNTY CLERK, REEVES COUNTY, TX.
BY: M. C. [Signature]

COMPARED

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 193 DATE RECORDED 05/28/2009



DIANNE O FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

BY: [Signature] Deputy

File No. 114493

Lease

Date Filed: 10/25/12

Jerry E. Patterson, Commissioner

By G4

**Basefile Number - 151426**

Information for this County -

REEVES COUNTY[Related GloBase Record](#)[Download GIS Data](#)[Energy Lease Information](#)**IDENTIFICATION NUMBERS****LAND CLASS NUMBER - 08****BASEFILE NUMBER - 151426****CONTROL NUMBER 08-030604****SURVEY INFORMATION****SURVEY NAME - PSL****GRANTEE NAME - Carter, J B****ABSTRACT - 5748****BLOCK - TOWNSHIP - 19 Public School C21****SECTION NUMBER - 19****SECTION/PART -****CURRENT ACRES - 239****ORIGINAL ACRES - 239****PATENT INFORMATION:****PATENTEE NAME -****DISTRICT - Bexar****CLASSIFICATION - School****FILE NUMBER - 151426****PATENT DATE -****CERTIFICATE -****PATENT NUMBER -****PATENT VOLUME -****PAGE - 163****LEASE INFORMATION****POOLING AGREEMENTS:**

No Uplands Units

No SubMerged Units

OIL & GAS LEASES:Upland Oil & Gas Leases: **MF110033**

No Submerged Oil & Gas Leases

HARD MINERAL LEASES:**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

1/16



Printed: Oct 25, 2012



Block C-21

Dec 13
NE 14 160. ac

File No. 114493

Land 20 @ Plat

Date Filed:

Jerry E. Patterson, Commissioner

By G-H

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

File No. 114493

Land SD & Plat

Date Filed: 10/25/12

Jerry E. Patterson, Commissioner

By GH

MF 114156, MF 114157

✓ MF 114493
DIVISION ORDER

TO: RESOLUTE NATURAL RESOURCES COMPANY
1700 Lincoln Street, Suite 2800
Denver, CO 80203

Date: November 15, 2017

Property Number: 2332.01
Property Name: BRECKENRIDGE L06H
Operator: RESOLUTE NATURAL RESOURCES COMPANY
County and State: REEVES COUNTY, TX
Property BLOCK: C-21
Description: Sec. 19 & 16 & 18

389-35589

Owner Name and Address: COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE P O BOX 12873 AUSTIN, TX 78711-2873	OWNER NUMBER: 06076 Type of Interest: NPS8 Decimal Interest: 0.06250000
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The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by RESOLUTE NATURAL RESOURCES COMPANY.

RNRC 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.

RNRC 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 RNRC any amount attributable to an interest to which the undersigned is not entitled.

RNRC may accrue proceeds until the total amount equals \$100.00, or the end of each year, 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 RNRC may have certain statutory rights under the laws of the state in which the property is located.

Owner(s) Signature(s): _____

Owner(s) Tax I.D. Number(s): _____

Owner Daytime Telephone: _____

Owner FAX Telephone #: _____

Federal Law requires you to furnish your Social Security or Taxpayer Identification Number.
Failure to comply will result in 28 % tax withholding and will not be refundable by RNRC

Npt

KEEP THIS COPY FOR YOUR RECORDS

06076 - COMMISSIONER OF THE TEXAS



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

January 11, 2018

Lorain Hicks
Division Order Analyst
Resolute Natural Resources Company, LLC
1700 Lincoln Street, Suite 2800
Denver, CO 80203

Re: State Lease Nos. MF114156, MF114157 and MF114493 Breckenridge L06H

Dear Mrs. Hicks:

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 files.

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 114493

County

Division Order

Date Filed: 1-12-18

George P. Bush, Commissioner
By V.H.

MF 114157 MF 114493
Unit 8592

DIVISION ORDER

TO: RESOLUTE NATURAL RESOURCES COMPANY
1700 Lincoln Street, Suite 2800
Denver, CO 80203

Date: December 22, 2017

Property Number: 2338.01
Property Name: ACE L06H
Operator: RESOLUTE NATURAL RESOURCES COMPANY
County and State: REEVES COUNTY, TX
Property Block: C-21
Description: Section: 18 & 19

389-35843

Owner Name
and Address:
COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
P O BOX 12873
AUSTIN, TX 78711-2873

OWNER NUMBER: 06076

Type of Interest: NPS8

Decimal Interest: 0.06250000 ✓

The undersigned certifies the ownership of their decimal interest in production or proceeds as described above payable by RESOLUTE NATURAL RESOURCES COMPANY.

RNRC 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.

RNRC 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 RNRC any amount attributable to an interest to which the undersigned is not entitled.

RNRC may accrue proceeds until the total amount equals \$100.00, or the end of each year, whichever occurs first, or as required by applicable state statute.

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Owner Daytime Telephone: _____

Owner FAX Telephone #: _____

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Failure to comply will result in 28 % tax withholding and will not be refundable by RNRC

Npt

KEEP THIS COPY FOR YOUR RECORDS

06076 - COMMISSIONER OF THE TEXAS



December 22, 2017

RE: ACE L06H
BLOCK C-21, SEC. 18 & 19
REEVES COUNTY, TEXAS

Dear Owner:

Enclosed please find the Division Order for the referenced well. Please execute and return one copy. The second copy is for your records. Also, please execute and return Form W-9, Request for Taxpayer Identification Number. If your name or address is incorrect, please show this on Form W-9.

Please be advised that Resolute Natural Resources Company, LLC ("RNRC") will cut and mail checks to revenue owners only when the accumulated amount owed is \$100 or more, or at the end of the year.

If you have any questions, feel free to contact the undersigned either by telephone at 303-573-4886, or by email at lhicks@resoluteenergy.com.

Sincerely,

Resolute Natural Resources Company, LLC

Lorain Hicks
Division Order Analyst

/lh
enclosures

Resolute Natural Resources Company, LLC
1700 Lincoln Street, Suite 2800, Denver, CO 80203
Voice: 303.534.4600 Fax: 303.623.3628
www.resoluteenergy.com



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

February 15, 2018

Lorain Hicks
Division Order Analyst
Resolute Natural Resources Company, LLC
1700 Lincoln Street, Suite 2800
Denver, CO 80203

Re: State Lease Nos. MF114157 and MF114493 Ace L06H Unit 8592

Dear Mrs. Hicks:

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 files.

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

4.

Division Order

George P. Bush, Commissioner

By V.H.



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

Cimarex Energy Co.
Attn: Tran Chu
6001 Deauville Blvd. Suite 300 N
Midland, TX 79706-2671

Billing Date: 7/23/2025
Billing Due Date: 8/22/2025
Customer Number: C000044010

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
25I00971	MF114493	\$2,922.20	\$0.00	\$338.88	\$339.71	\$3,600.79
Total Due		\$2,922.20	\$0.00	\$338.88	\$339.71	\$3,600.79

Penalty and interest have been calculated thru 7/31/2025. Payment remitted after 7/31/2025 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

Cimarex Energy Co.

Billing Date: 7/23/2025

Billing Due Date: 8/22/2025

Customer Number: C000044010

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
25I00971	MF114493	\$2,922.20	\$0.00	\$338.88	\$339.71	\$3,600.79
Total Due		\$2,922.20	\$0.00	\$338.88	\$339.71	\$3,600.79
Amt. Paid						

Customer ID: C000044010
Invoice Number:
GLO Lease: MF114493
GLO Review: Cimarex Energy Co.
Review Period: Sept 2023 - Aug 2024

Category Gas
Auditor/AE: Eric M
Billing Date: 7/11/2025
P&I Calculation Date: 7/31/2025
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 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
Sep-23	08-283650	2908	1	\$2,211	1	\$6,425.48	\$401.59	\$0.00	\$401.59	624	8.50%	\$40.16	\$52.84	\$494.59
Oct-23	08-283650	2277	1	\$2,260	1	\$5,146.14	\$321.63	\$0.00	\$321.63	594	8.50%	\$32.16	\$40.07	\$393.86
Nov-23	08-283650	3254	1	\$2,389	1	\$7,775.13	\$485.95	\$0.00	\$485.95	563	9.50%	\$48.60	\$63.75	\$598.30
Dec-23	08-283650	3326	1	\$2,158	1	\$7,179.00	\$448.69	\$0.00	\$448.69	532	9.50%	\$44.87	\$55.24	\$548.80
Jan-24	08-283650	2680	1	\$2,560	1	\$6,862.06	\$428.88	\$0.00	\$428.88	503	9.50%	\$42.89	\$49.56	\$521.33
Feb-24	08-283650	2585	1	\$1,869	1	\$4,831.23	\$301.95	\$0.00	\$301.95	472	9.50%	\$30.20	\$32.46	\$364.61
Mar-24	08-283650	1809	1	\$1,189	1	\$2,150.67	\$134.42	\$0.00	\$134.42	442	9.50%	\$25.00	\$13.40	\$172.82
Apr-24	08-283650	1088	1	\$1,113	1	\$1,210.47	\$75.65	\$0.00	\$75.65	411	9.50%	\$25.00	\$6.93	\$107.58
May-24	08-283650	1601	1	\$1,189	1	\$1,903.38	\$118.96	\$0.00	\$118.96	381	9.50%	\$25.00	\$9.97	\$153.93
Jun-24	08-283650	1649	1	\$1,984	1	\$3,271.61	\$204.48	\$0.00	\$204.48	350	9.50%	\$25.00	\$15.49	\$244.97
TOTALS		23,175				\$46,755.17	\$2,922.20	\$0.00	\$2,922.20			\$338.88	\$339.71	\$3,600.79

COMMENTS: BILLING IS FOR UNDERREPORTED VOLUMES FOR RRC ID: 08-283650 08-283213

COLUMN (3) UNDERREPORTED VOLUMES REPORTED TO THE GLO VERSUS VOLUMES REPORTED TO THE RRC
COLUMNS (5) & (6) AVERAGE PRICE IS CALCULATED AND USED IN THE CALCULATION
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.martinez@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.martinez@glo.texas.gov
NOTING YOUR COMPANY NAME, CUSTOMER ID, INVOICE NUMBER(S) AND AMOUNT OF PAYMENT.

EMAIL: Daniel Kong
daniel.kong@coterra.com

6
File No. MF 114 493

County

Recon Billing

Date Filed: 8/26/2025

Commissioner Dawn Buckingham, M.D.

By: VD