



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

MF114771

Unit 5477

State Lease	Control	Base File	County
MF114771	01-003425		REEVES
MF114771	01-003434		WARD

Survey	PECOS RIVER	
Block		
Block Name		
Township		
Section/Tract		
Land Part		
Part Description		
Acres	0	
Depth Below	Depth Above	Depth Other

Leasing:

Analyst:

Maps:

GIS:

DocuShare:

Name	DEVON ENERGY PRODUCTION COMPAN
Lease Date	1/1/2012
Primary Term	1 yrs
Bonus (\$)	\$8,200.00
Rental (\$)	\$0.00
Lease Royalty	0.1667

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2. Agrmt to seek Pooling 7/26/12	Alchemist to Barnwell 6-27-23
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4. Consideration 2/22/13	
5. Pooling Agrmt Packet # 5477	
Atlanta 73 Unit 3/11/13	
6. Ltr. to Mark Hanna 3/11/13	
Scanned sm 7/2/13	
(See MFO17036 #312, Deliq Demand Ltr)	
scanned PJ 12-30-16	
7. Division Order 4-24-19	
scanned PJ 5-21-2019	
8. Assign of RI 4/27/22	
9. Assign of RI 4/27/22	
Scanned TCR 5/3/2022	
10. Assign # 11251	
Callan (C) Alchemist 12/30/22	
scanned PJ 1-3-2023	
11. DIVISION ORDER 1/27/2023	
scanned PJ 2-17-2023	
12. REVISED Buckslip 5/2/23	
5477 "Atlanta 73 Unit" L	
Scanned sm 05/09/2023	
13. Notice of Spud-Unit 5477 5/12/2023	
14. Drilling Permit AP142-301-36134 5/12/2023	
15. Drilling Permit AP142-301-36133 5/12/2023	
scanned WM 5-22-2023	
16. Division Order 5/26/2023	
scanned PJ 6-14-2023	

Pooling Committee Report

To: School Land Board
Date of Board Meeting: July 17, 2012
Effective Date: 7/17/2012
Unit Expiration Date: 1/17/2014
Applicant: AMMONITE OIL & GAS CORPORATION
Attorney Rep: William S. Osborn
Operator: DEVON ENERGY PRODUCTION COMPANY L P
County 1: Reeves
County 2: Ward
County 3:
Unit Name: Atlanta 73 Well No 2H
Field Name: PHANTOM (WOLFCAMP)

PA12-296

Unit Number: 5477

<u>Lease Type</u>	<u>MF 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>
UR		0.46			4.1	4.1	0.0058192

A part of the Pecos River is being pooled pursuant to TNRC 52.076 which gives the School Land Board the authority to pool unleased riverbeds and channels.

SF = State Fee RAL = Relinquishment Act FR = Free Royalty UR = Unleased River

Private Acres:	320
State Acres:	4.1
Total Unit Acres:	324.1

Participation Basis:

Surface Acreage

State Acreage: 1.27%

State Unit Royalty: 0.58%

<u>Unit Type:</u>	<u>Unitized for:</u>
Temporary	Oil & Gas
<u>Term:</u>	18 Months

<u>Well Location:</u>
Private Land

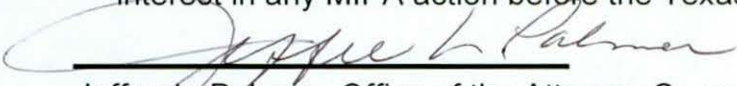
<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Special Field Rule	320+rule86

REMARKS:

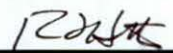
- Ammonite Oil & Gas Corporation is seeking approval by the Board to pool approximately 4.1 acres of the Pecos River in Reeves and Ward Counties pursuant to T.N.R.C. 52.076, and to pursue forced pooling of the same Pecos River acreage pursuant to T.N.R.C. 102.001, the Mineral Interest Pooling ACT (MIPA), into the Atlanta 73 Well No 2H Unit.
- Devon Energy Production Company completed a well on January 3, 2012 that is permitted approximately 550 feet from the river.
- If the applicant is successful in a MIPA action before the Texas Railroad Commission, the State will receive a non-cost bearing 46% oil and gas revenue interest at payout proportionate to any Pecos River acreage included in the unit.
- The applicant has agreed to pay the Permanent School Fund \$2,000.00 per acre for consideration in lieu of bonus, on that part of the Pecos River that is ultimately included in a forced pooled unit.

POOLING COMMITTEE RECOMMENDATION:

- The Pooling Committee recommends that the Board grant its authority to allow the applicant to pool part of the Pecos River pursuant to T.N.R.C. 52.076 and to represent the State's interest in any MIPA action before the Texas Railroad Commission.


Jeffee L. Palmer - Office of the Attorney General

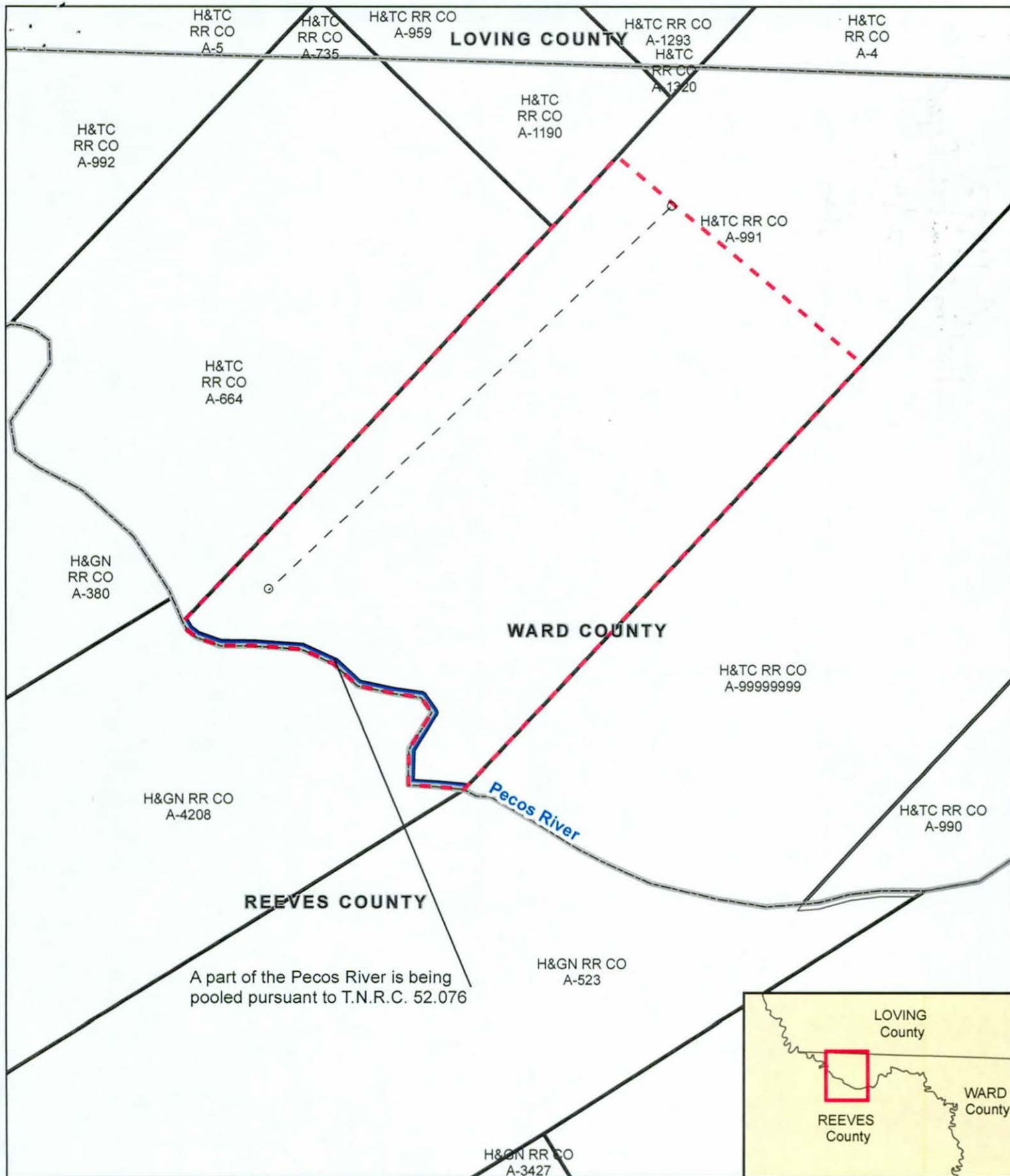
7-3-12
Date:


Robert Hatter - General Land Office

7/03/12
Date:


David Zimmerman - Office of the Governor

7-3-12
Date:



PA12-296 Unit #5477
Ammonite Oil and Gas Corporation
Phantom (Wolfcamp) Field
Atlanta 73 Well No. 2H Unit
Reeves / Ward Counties, Texas

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:
Zeke Guillen
IS/BAS/GIS
July 2012

File No. M-114771
Pooling Committee Report

Date Filed: 7/17/12

Jerry E. Patterson, Commissioner

By [Signature]

①

**AGREEMENT TO SEEK POOLING PURSUANT TO TNRC §52.076 AND CHAPTER 102
STATE OF TEXAS / AMMONITE OIL & GAS CORPORATION
ATLANTA 73, WELL NO. 2H
GLO UNIT NO. 5477
REEVES AND WARD COUNTIES, TEXAS**

THIS AGREEMENT ("Agreement") is made and entered into on the 17th day July 2012, by and between the Commissioner of the General Land Office of the State of Texas ("State"), and Ammonite Oil & Gas Corporation ("Ammonite") whose address is 515 Congress Avenue, Ste. 2450, Austin, TX 78701.

WITNESSETH THAT:

WHEREAS, the State owns approximately 4.1 acres of unleased minerals under the Pecos River, as shown on Exhibit "A" to this Agreement (the "State Land") in Reeves and Ward Counties, Texas; and

WHEREAS, a well near the State Land is producing oil and /or gas and associated hydrocarbons which may in part be drained from under the State Land; and

WHEREAS, time is of the essence due to the fact that the remedies to such drainage anticipated by this Agreement are prospective in nature only; and

WHEREAS, pursuant to Texas Natural Resources Code §52.076(a)(4), the School Land Board has the authority to pool unleased river beds and channels owned by the State; and

WHEREAS, pursuant to Texas Natural Resources Code §52.076, the School Land Board has the authority to enter into a contract for the recovery of oil and gas under river beds and channels owned by the State; and

WHEREAS, Ammonite and the State desire to pool the above-referenced unleased interest into a prospective producing oil and/or gas unit; and

WHEREAS, other owners of mineral interests under the prospective unit may not initially agree to the formation of such unit; and

WHEREAS, Chapter 102 of the Texas Natural Resources Code ("MIPA") provides a means of forming a unit for the development, operations, and production of oil and gas despite the objections of some owners under the prospective unit; and

WHEREAS, the State desires Ammonite to represent the State through negotiations with owners of interests adjoining the State Land and, if necessary, through bringing a proceeding at the Texas Railroad Commission under the provisions of the MIPA to compel pooling; and

WHEREAS, the uniqueness of the pooling contemplated by this Agreement may render impractical or impossible performance of certain provisions usually contained in the State lease forms; and

WHEREAS, pooling accomplished through the MIPA will be subject to conditions imposed through orders of the Texas Railroad Commission that may differ from the State's usual pooling terms; and

WHEREAS, The School Land Board, at its regular meeting on July 17, 2012, determined that pooling is in the best interest of the State and authorized proceedings under Texas Natural Resources Code §§52.071, 52.076, and Chapter 102, as required by § 102.004(d) of such Chapter.

NOW, THEREFORE, in consideration of the payment to the State of \$2,000.00 per acre for each acre of State Land ultimately pooled and of the mutual agreements hereinafter set forth and together with other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the purposes and upon the terms and conditions contained herein, the parties hereto agree as follows:

1. This Agreement is entered into pursuant to the authority granted in Chapter 52, of the Texas Natural Resources Code and Chapter 9 of Title 31 of the Texas Administrative Code and 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 minerals from the prospective unit or units and future wells drilled and produced from such unit or units, and in the interpretation and application hereof this Agreement shall be, in all things, subject thereto.

2. The State and Ammonite agree that nothing herein shall be construed as granting a leasehold interest to Ammonite in the State's unleased mineral interest under the Pecos River described above, but rather this Agreement affects a contractual pooling of interests with the respective rights and duties of the parties defined in Paragraph 3, below.

3. The rights and duties of the State and Ammonite with respect to the State's unleased mineral interest beneath the Pecos River within the boundaries of the Unit shall be established, governed and controlled by the terms, conditions and covenants contained in any pooling agreement subsequently entered into by the State and Ammonite with other owners of mineral interests under the prospective unit, as modified by the further provisions of this Agreement.

4. Ammonite will present a fair and reasonable offer to permanently pool the State Land with the private lands to the operator of the Atlanta 73, No. 2H Well, API #42-475-35827 ("Operator") which will have the State's unleased mineral interest treated as a 100% unleased mineral interest which will bear the State's share of the drilling and completion and operating costs, plus any charge for risk, all as contemplated under the provisions of the MIPA, with such costs to be recovered out of production.

5. If such fair and reasonable offer is not accepted as offered, Applicants will negotiate with Operator, and any other interest owner under the prospective unit, on behalf of the State, but no counter-offer received from Operator, or other interest owners, will be accepted unless approved by the Commissioner of the General Land Office or Deputy Commissioner of the Energy Resources Division of the General Land Office. An approved counter-offer, whether originating from Applicants and the State or from Operator or others, will be deemed to amend this Agreement to make it consistent with such approved counter-offer.

6. If Ammonite's efforts to enter into a fair and reasonable voluntary pooling agreement with Operator are unsuccessful, Ammonite will proceed to file MIPA actions, and any necessary related actions, including but not limited to actions to set aside improper field designation, for a new field discovery, and for special field rules, at the Texas Railroad Commission to force pool the prospective unit under terms to be set by Railroad Commission final order. The Commissioner of the General Land Office, acting on behalf of the State and in conformance with Texas Natural Resources Code Chapter 102, as required by § 102.004(d) of such Chapter, hereby expressly authorizes the prosecution of MIPA actions on behalf of the State for the unit. Such action will request that the State's unleased mineral interest be treated as a 100% unleased mineral interest which will bear the State's share of the drilling and completion and operating costs, plus any charge for risk, all as contemplated under the provisions of the MIPA, with such costs to be recovered out of production. Once such costs are recovered out of production, Ammonite will thereafter be entitled to the revenues from and will bear the expenses of such 100% unleased mineral interest, subject to the revenue and cost sharing arrangements with the State, as set forth below. Applicants will consult with and keep the State apprized of all such ongoing Railroad Commission actions and will not agree to a settlement of any of such actions unless approved by the Commissioner or Deputy Commissioner of the Energy Resources Division of the General Land Office. The provisions of any pooling order entered by the Railroad Commission will be deemed to amend this Agreement to make it consistent with such approved final order.

7. Once the State's share of the drilling and completion and operating costs, plus any charge for risk, all as contemplated under the provisions of the MIPA, have been recovered out of production by the Operator, the State and Ammonite agree that the Operator will be directed to pay all revenues, or direct all in-kind gas and/or liquid hydrocarbons, due to the State's interest to Ammonite. Within ten (10) calendar days following any such receipt of funds by Ammonite, whether from the Operator, a purchaser of gas or liquid hydrocarbons, or other payor, Ammonite will pay to the State, in a manner to be directed by the General Land Office, 46% of all revenues so received by Ammonite and within ten (10) calendar days following any such receipt of funds by Ammonite, whether from the Operator, a purchaser of gas or liquid hydrocarbons, or other payor,

8. Once the State's share of the drilling and completion and operating costs, plus any charge for risk, all as contemplated under the provisions of the MIPA, have been recovered out of production by the Operator, and revenues and/or in-kind gas and/or liquid hydrocarbons are being received by Ammonite for the State's share of production from the unit or units, Ammonite will be responsible from that point forward for paying the costs attributable to such units and wells, including, without limitation, all costs attributable to ongoing operating expenses, workover operations, and plugging expenses, such that the State will bear no portion of the burden for the costs attributable to such units and wells, including, without limitation, costs attributable to ongoing operating expenses, workover operations, and plugging expenses.

9. Ammonite will provide all practical assistance to the State in obtaining the best price possible for the State's share of the oil and/or gas, but Ammonite will not be obligated to guarantee the State received the best price terms normally contained in the State lease forms for royalty oil and/or gas. Ammonite will strive to ensure that the State was permitted to take its share of the gas in kind if it is not satisfied with payments from the Operator.

10. Ammonite will provide all practical assistance to the State in obtaining the best terms possible concerning post-production expenses for the State's share of the gas, but applicants will not be obligated to guarantee the State received the favorable post-production expense terms normally contained in the State lease forms for royalty oil and/or gas.

11. Ammonites' only obligation to the State to protect the State from drainage is the diligent prosecution of the voluntary pooling efforts and, if such efforts fail, then the diligent prosecution of the MIPA actions contemplated by this Agreement.

12. The State recognizes that its assistance may be required to help expedite transport of the gas through Operator's pipeline in the event of a forced pooling and the State agrees to provide such assistance as may be available or provided for in Subsection E of §104, Texas Utilities Code.

13. Applicants agree to cause a survey to be made of that portion of the Pecos River lands to be pooled once the portion of such lands which will be included in any voluntary pooled unit(s) or forced pooled (MIPA) unit(s) have been determined, if such survey is necessary and unless such survey had already been obtained.

14. The State and Ammonite agree to enter into such supplemental and/or amendatory documentation as may be required to give full effect to this Agreement following the agreement to any voluntary pooling or the imposition of any forced pooling relative to the lands which are the subject of this Agreement.

15. The term of this Agreement shall be for 18 months and as long thereafter as diligent efforts continue on an MIPA action or actions, including all appeals associated with such actions), and as long thereafter as the unit or units contemplated by this Agreement continue. Should any MIPA action be dismissed or otherwise unsuccessfully terminated, Applicants will have 90 days to refile a new MIPA action and upon failure to re-file this agreement shall terminate.

16. This Agreement may be assigned at any time; provided, however, that any assignment of this agreement, including but not limited to the well plugging liabilities of the Applicants shall pass to the transferee only upon the prior written consent of the General Land Office. The General Land Office may require the transferee to demonstrate financial responsibility and may require a bond or other security. A copy of any such assignment must be filed in the General Land Office within ninety (90) days of the execution date thereof. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original parties or any prior transferee.

17. The terms and provisions hereof shall extend to and be binding upon (he heirs, legal representatives, successors, and assigns of the parties hereto,

18. This Agreement is to be performed in the State of Texas, and the substantive laws of the State of Texas will govern the validity, construction and enforcement of this Agreement.

19. Inasmuch as the parties may not be able conveniently to execute one original hereof, it is agreed that a counterpart hereof may be executed by each party to this Agreement, each of which shall be considered an original, and all of said counterparts shall be construed together as one instrument.

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

Date Executed

7/25/12

STATE OF TEXAS

legal
leas.
cont.
exec.



Jerry E. Patterson, Commissioner
General Land Office



Date Executed July 17, 2012

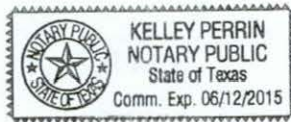
AMMONITE OIL & GAS CORPORATION

By: [Signature]
William Osborn
President
Its: _____

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on July 17, 2012, by WILLIAM OSBORN as PRESIDENT of Ammonite Oil & Gas Corporation, a TEXAS corporation on behalf of said corporation.



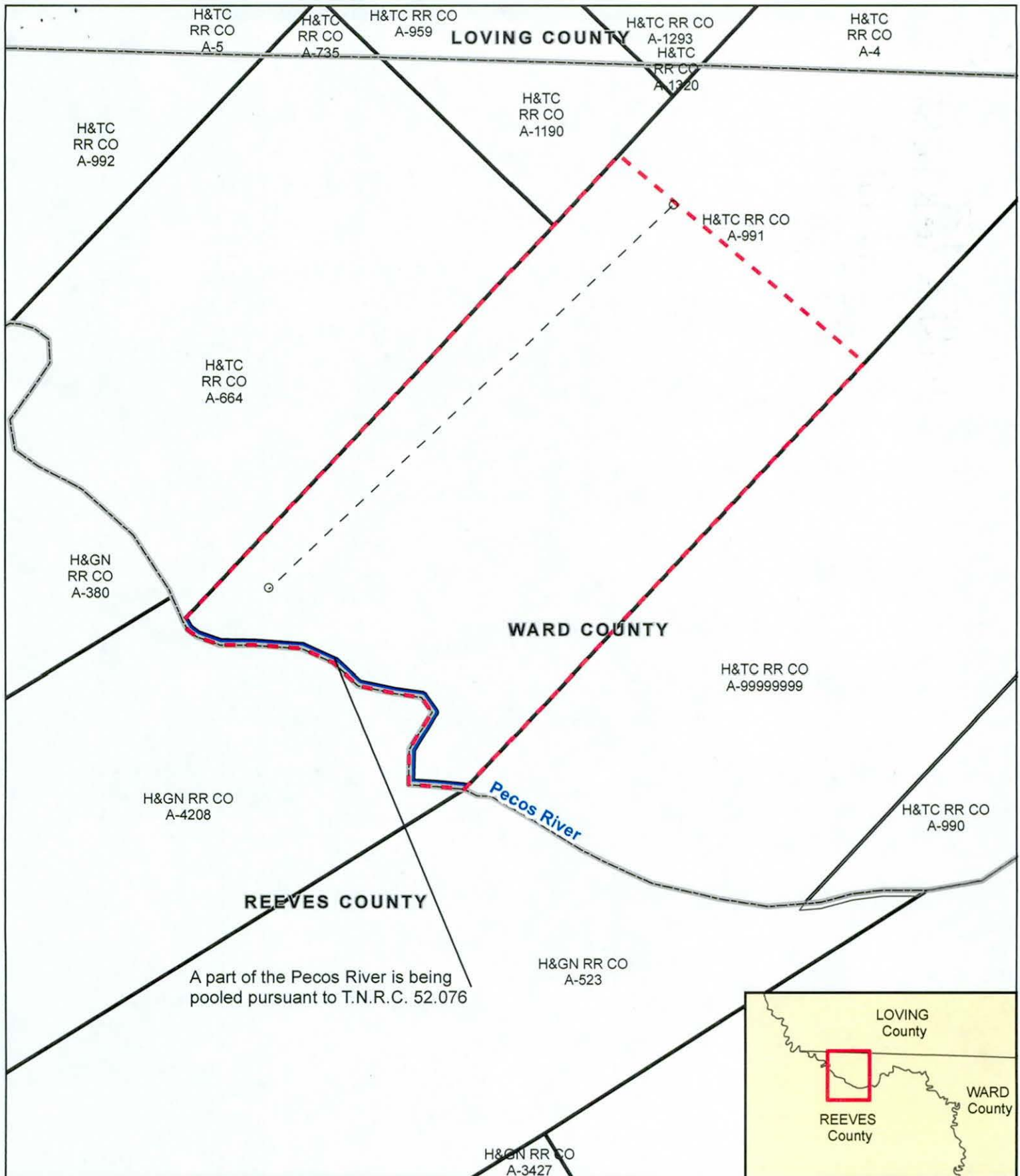
Kelley Perrin
Notary Public in and for the State of Texas

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on July 17, 2012, the foregoing instrument was approved by said Board under the provisions of Chapter 52 of the Natural Resources Code all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 26th day of July, 2012.

Stephanie Crenshaw
Secretary of the School Land Board



PA12-296 Unit #5477
Ammonite Oil and Gas Corporation
Phantom (Wolfcamp) Field
Atlanta 73 Well No. 2H Unit
Reeves / Ward Counties, Texas

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:
Zeke Guillen
IS/BAS/GIS
July 2012

(2)

File No. M-114771
Agmt to seek Pooling

Date Filed: 7/26/12

Jerry E. Patterson, Commissioner

By De

SCOTT, DOUGLASS
& McCONNICO, L.L.P.
ATTORNEYS AT LAW

February 22, 2013

Mark W. Hanna
DID Number: 512.495.6327
Email: mhanna@scottdoug.com

Via Hand Delivery
Mr. Daryl Morgan, CPL
Texas General Land Office
General Land Office
1700 N. Congress Ave., Room 840
Austin, Texas 78701

Re: Unit Proposed Pursuant to Mineral Interest Pooling Act; Devon Richmond 39 Well 1H
(API 42-389-32856); Phantom (Wolfcamp) Field; Reeves & Ward Counties, Texas

Unit Proposed Pursuant to Mineral Interest Pooling Act; Devon Atlanta 73 Well # 2H
(API 42-475-35827); Phantom (Wolfcamp) Field; Ward County, Texas

Unit Proposed Pursuant to Mineral Interest Pooling Act; Devon Pocono 65 Well 1H (API
42-389-32803); Phantom (Wolfcamp) Field; Reeves & Ward Counties, Texas

Dear Daryl:

Enclosed are three originals of the pooling agreements and their exhibits for the Devon Pocono, Richmond and Atlanta units. Also enclosed is a check in the amount of \$18,850.00, being the total of the three bonuses. Please send me a receipt for the check. I also understand that you will send me one of the fully executed originals once Ammonite and the School Land Board have signed.

As always, please feel free to call with any questions.

Sincerely,



Mark W. Hanna

MWH:bam
Enclosures

c: C. William Osborn (w/out encl.) (via e-mail: william@texasenergylaw.com)
David Rader (w/out encl.) (via e-mail: David.Rader@dvn.com)

969967

sd&m

ONE AMERICAN CENTER / 15TH FLOOR / 600 CONGRESS AVENUE / AUSTIN, TEXAS 78701
TELEPHONE: 512.495.6300 / FACSIMILE: 512.474.0731 / WWW.SCOTTDoug.COM

3

File No. M-114771
Ltr. From Mark Hanna

Date Filed: 2/22/13

Jerry E. Patterson, Commissioner

By [Signature]

80110823



Devon Energy Production Company, L.P.
333 West Sheridan Avenue
Oklahoma City, OK 73102-5010

STATE OF TEXAS
% GENERAL LAND OFFICE
STEPHEN F AUSTIN BUILDING
1700 CONGRESS AVE
AUSTIN, TX 78701

00000000

13706988

Payment made on behalf of STATE OF TEXAS & % GENERAL LAND OFFICE

SLB

JUL 17 / 2012

DATE 02/13/2013

405-228-4800

80110823

No. 0002263866

YOUR REFERENCE		INV. DATE	NET AMOUNT
2013-02-13 08:32	ATLANTA 73 UNIT-MI POOLST PA 12-296	02/13/2013	8,200.00
2013-02-13 08:36	RICHMOND 39 UNIT-MI POOL 12-301	02/13/2013	3,000.00
2013-02-13 08:40	POCONO 65 UNIT-MI POOLING 12-302	02/13/2013	7,650.00
TOTAL			18,850.00

COPY

121

RECEIVED
FEB 22 2013

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.



Devon Energy Production Company, L.P.
333 West Sheridan Avenue
Oklahoma City, OK 73102-5010

Bank of America
National Association

Vendor No: 80110823

13706988

02/13/2013

No. 0002263866

STATE OF TEXAS

****EIGHTEEN THOUSAND EIGHT HUNDRED FIFTY AND ZERO CENTS

PAY
TO THE
ORDER OF

STATE OF TEXAS
% GENERAL LAND OFFICE
STEPHEN F AUSTIN BUILDING
1700 CONGRESS AVE
AUSTIN, TX 78701

PAY THIS AMOUNT

*****\$18,850.00

VOID AFTER 90 DAYS

ONLY NEGOTIABLE AT FINANCIAL INSTITUTIONS



Authorized Signature

Void Over \$18,850.00

0002263866

(4)

File No. M-114771
Consideration
Date Filed: 2/22/13
Jerry E. Patterson, Commissioner
By [Signature]

DO NOT DESTROY



Texas General Land Office
UNIT AGREEMENT MEMO

PA12-296

Unit Number	5477		
Operator Name	DEVON ENERGY PRODUCTION COMPANY L P	Effective Date	1/1/2012
Customer ID	C000046542	Unitized For	Oil & Gas
Unit Name	Atlanta 73 Unit	Unit Term	0 Months
County 1	Reeves		
County 2	Ward	Old Unit Number	Inactive Status Date
County 3		0	
RRC District:	08	0	
Unit Type:	Permanent	0	
State Royalty Interest:	0.0010609000	0	
State Part in Unit:	0.0063654000		
Unit Depth		Well:	Other
Below Depth	10446 TVD	Formation:	Bone Spring
Above Depth	10933 TVD	Participation Basis:	Surface Acreage
		[If Exclusions Apply: See Remarks]	

MF Number	MF114771	Tract Number	1
Lease Acres	4.1	Total Unit Acres	644.1 =
Tract Participation:	0.0063654	X	
Lease Royalty	0.166667	=	Manual Tract Participation:
Tract Royalty Participation	0.0010609		Manual Tract Royalty:
Tract Royalty Reduction	No		
Tract Royalty Rate	0		
Tract On-Line Date:			

0.0063654

0.0010609

See Remark

API Number

424753582700

RRC Number

0

Remarks:

A part of the Pecos River is being pooled pursuant to TNRC 52.076 which gives the School Land Board the authority to pool unleased riverbeds and channels.

Prepared By:

REW

GLO Base Updated By:

REW

RAM Approval By:

SWANER

GIS By:

ZH

Prepared Date:

2/5/13

GLOBase Date:

2/5/13

RAM Approval Date:

2-27-13

GIS Date:

4-2-13

Pooling Committee Report

To: School Land Board
Date of Board Meeting: July 17, 2012 **PA12-296**
Effective Date: 1/1/2012 **Unit Number: 5477**
Unit Expiration Date: Permanent
Applicant: AMMONITE OIL & GAS CORPORATION
Attorney Rep: William S. Osborn
Operator: DEVON ENERGY PRODUCTION COMPANY L P
County 1: Reeves
County 2: Ward
County 3:
Unit Name: Atlanta 73 Unit
Field Name: PHANTOM (WOLFCAMP)

<u>Lease Type</u>	<u>MF 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>
UR	MF114771	##### 0.166667			4.1	4.1	0.0010609

A part of the Pecos River is being pooled pursuant to TNRC 52.076 which gives the School Land Board the authority to pool unleased riverbeds and channels.

SF = State Fee RAL = Relinquishment Act FR = Free Royalty UR = Unleased River

Private Acres:	640
State Acres:	4.1
Total Unit Acres:	644.1

<u>Participation Basis:</u>	
Surface Acreage	
<u>State Acreage:</u>	0.64%
<u>State Unit Royalty:</u>	0.11%

<u>Unit Type:</u>	<u>Unitized for:</u>
Permanent	Oil & Gas
<u>Term:</u>	0 Months

<u>Well Location:</u>
Private Land

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Special Field Rule	320+rule86

**POOLING AGREEMENT PURSUANT TO TNRC § 52.076
STATE OF TEXAS / DEVON ENERGY PRODUCTION COMPANY, L.P.
ATLANTA 73 UNIT
M-114771 - GLO UNIT NO. 5477
REEVES AND WARD COUNTIES, TEXAS**

THIS AGREEMENT ("Agreement") is made and entered into and effective the 1st day of January 2012, by and between the Commissioner of the General Land Office of the State of Texas ("State"), Ammonite Oil & Gas Corporation ("Ammonite"), and Devon Energy Production Company, L.P. ("Devon").

WITNESSETH THAT:

WHEREAS, pursuant to Texas Natural Resources Code §52.076(a)(4), the School Land Board has authority to pool or bring an action to force pool unleased riverbeds and channels owned by the State; and

WHEREAS, Ammonite is the owner of a contractual interest to pool the oil and gas under 4.1 acres, more or less, of the Pecos River (the "River Tract") as approved by the School Land Board at its regular meeting on July 17, 2012, subject to the terms of that certain Agreement to Seek Pooling Pursuant to TNRC §52.076 and Chapter 102 ("Ammonite Agreement") said Ammonite Agreement being on file in the Archives and Records of the Texas General Land Office in Mineral File M-114771; and

WHEREAS, Ammonite, Devon and the State desire to pool the above-referenced River Tract into the existing 640-acre, Atlanta 73 Unit ("Unit") said Unit being filed of record with that certain Designation of Pooled Unit at volume 916, page 96 of the Official Public Records of Ward County, Texas; and

WHEREAS, the River Tract is more specifically described on the attached Exhibit "3"; and

WHEREAS, the pooling of the River Tract into the Unit will result in the increase of the Unit's size from 640 acres to 644.1 acres; and

WHEREAS, Ammonite by this Agreement assigns all its rights under the Ammonite Agreement to Devon and the parties agree that the pooling of the River Tract shall now be controlled by the provisions of this Agreement and, upon its execution by all of the parties, the Ammonite Agreement shall be dissolved and of no further force and effect.

NOW, THEREFORE, in consideration of the payment to the State by Devon of \$8,200.00, and together with other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the purposes and upon the terms and conditions contained herein, the parties hereto agree as follows:

1. This Agreement is entered into pursuant to the authority granted in Chapter 52, of the Texas Natural Resources Code and Chapter 9 of Title 31 of the Texas Administrative Code and 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 minerals from the Unit and in the interpretation and application hereof this Agreement shall be, in all things, subject thereto.
2. The State and Devon agree that nothing herein shall be construed as granting a leasehold interest to Devon in the River Tract but rather this Agreement affects a contractual pooling of interests with the respective rights and duties of the parties defined in paragraph 3, below.
3. The rights and duties of the State and Devon with respect to the River Tract interest within the boundaries of the Unit shall be established, governed and controlled by the terms, conditions and covenants contained in Exhibit "1" and Exhibit "2" attached hereto and incorporated herein, wherein the State shall be considered the Lessor and Devon the Lessee and the State and Ammonite shall receive their shares of unit production in the form of a royalty as provided in Exhibit "1" and allocated to the State and Ammonite as provided in Exhibit "2" with no obligation to the State or Ammonite for operating costs of any kind, including but not limited to exploring, drilling, equipping, completion, treating, transporting, marketing, plugging, abandonment or restoration.
4. This Agreement shall remain in effect for a term of one year from the effective date (herein called "primary term") and so long as the pooled mineral is being produced in paying quantities from the Unit, or so long as this Agreement is maintained in force by payment of shut-in oil or gas well royalties on a unit well, by drilling or rework operations on a unit well, or by other means in accordance with the terms of Exhibit "1" to this Agreement, or so long as the instrument creating the Unit remains in



effect; provided that this Agreement shall automatically terminate on the date production of the pooled mineral ceases and there are no further operations on the Unit to re-establish production of the pooled mineral, even though the instrument creating the pooled unit may remain in effect because a dissolution of unit has not been filed of record. Upon the complete execution of this Agreement by all the parties, the Ammonite Agreement shall be dissolved and of no further force and effect.

5. Inasmuch as the parties may not be able conveniently to execute one original hereof, it is agreed that a counterpart hereof may be executed by each party to this Agreement, each of which shall be considered an original, and all of said counterparts shall be construed together as one instrument.

6. The terms and provisions hereof shall extend to and be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto.

7. This Agreement is to be performed in the State of Texas, and the substantive laws of the State of Texas will govern the validity, construction and enforcement of this Agreement.

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

Date Executed 2/27/13

legal AM
leas. [Signature]
cont. [Signature]
exec. [Signature]

STATE OF TEXAS

[Signature]
Jerry E. Patterson, Commissioner
General Land Office

Date Executed 3/5/13

AMMONITE OIL & GAS CORPORATION

By: [Signature]
William Osborn, President

Date Executed 2-18-13

DEVON ENERGY PRODUCTION COMPANY,
L.P.

By: [Signature] [Signature]
Bill A. Penhall

Its: Agent and Attorney-in-Fact

07.9 .2

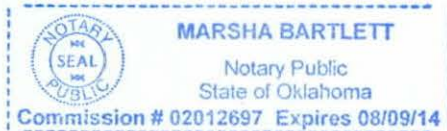
07.22.2

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

Before me, the undersigned Notary Public, on this 18th day of February, 2013, personally appeared Bill A. Penhall, Agent and Attorney-in-Fact for Devon Energy Production Company, L.P., an Oklahoma limited partnership, on behalf of said limited partnership.

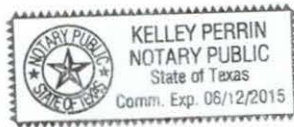
Marsha Bartlett
Notary Public in and for the State of Oklahoma



STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on March 5, 2013, 2013, by William Osborn as President of Ammonite Oil & Gas Corporation, a Texas corporation on behalf of said corporation.



Kelley Perrin
Notary Public in and for the State of Texas

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on July 17, 2012, the foregoing was approved by said Board under the provisions of Chapter 52 of the Natural Resources Code all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this 27th day of February, 2013.

Stephanie Crenshaw
Secretary of the School Land Board

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EXHIBIT "1"

§52.076 Exhibit 1, Revised 10/12

1. RESERVATION AND GRANT: There is hereby excepted and reserved to Lessor the full use of the property covered hereby and all rights with respect to the surface and subsurface thereof for any and all purposes except those granted to Lessee, being the right to explore for, drill and produce the pooled mineral from the pooled area, and Lessor further reserves the rights of ingress and egress and use of said lands by Lessor and its mineral lessees, for purposes of exploring for and producing the minerals and zones which are not covered by this Agreement. All of the rights in and to the pooled area retained by Lessor and all of the rights in and to the pooled area granted to Lessee herein shall be exercised in such a manner that neither shall unduly interfere with the operations of the other.

2. PRODUCTION ROYALTIES: Upon production of the pooled mineral (retroactive to the date of first production), Lessee agrees to pay or cause to be paid two-thirds (2/3) of the royalty provided for in this agreement to the Commissioner of the General Land Office in Austin, Texas, for the use and benefit of the State of Texas, and one-third (1/3) of such royalty to Ammonite Oil & Gas Corporation, a Texas corporation having an address at 515 Congress Avenue, Suite 2450, Austin, Texas 78701:

(A) OIL: As a royalty on oil, which is defined as including all hydrocarbons produced in a liquid form at the mouth of the well and also all condensate, distillate, and other liquid hydrocarbons recovered from oil or gas run through a separator or other equipment, as hereinafter provided, 1/4 part of the gross production or the market value thereof, at the option of the Lessor, such value to be determined by 1) the highest posted price, plus premium, if any, offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively, of a like type and gravity in the general area where produced and when run, or 2) the highest market price thereof offered or paid in the general area where produced and when run, or 3) the gross proceeds of the sale thereof, whichever is the greater. Lessee agrees that before any gas produced from the land hereby pooled is sold, used or processed in a plant, it will be run free of cost to Lessor through an adequate oil and gas separator of conventional type or other equipment at least as efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered. Upon written consent of Lessor, the requirement that such gas be run through such a separator or other equipment may be waived upon such terms and conditions as prescribed by Lessor.

(B) NON-PROCESSED GAS: As a royalty on any gas (including flared gas), which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (A) above, produced from any well on said land (except as provided herein with respect to gas processed in a plant for the extraction of gasoline, liquid hydrocarbons or other products) 1/4 part of the gross production or the market value thereof, at the option of the Lessor, such value to be based on the highest market price paid or offered for gas of comparable quality in the general area where produced and when run, or the gross price paid or offered to the producer, whichever is greater provided that the maximum pressure base in measuring the gas under this agreement contract shall not at any time exceed 14.65 pounds per square inch absolute, and the standard base temperature shall be sixty (60) degrees Fahrenheit, correction to be made for pressure according to Boyle's Law, and for specific gravity according to test made by the Balance Method or by the most approved method of testing being used by the industry at the time of testing.

(C) PROCESSED GAS: As a royalty on any gas processed in a gasoline plant or other plant for the recovery of gasoline or other liquid hydrocarbons, 1/4 part of the residue gas and the liquid hydrocarbons extracted or the market value thereof, at the option of the Lessor. All royalties due herein shall be based on one hundred percent (100%) of the total plant production of residue gas attributable to gas produced from this agreement, and on fifty percent (50%) or that percent accruing to Lessee, whichever is the greater, of the total plant production of liquid hydrocarbons, attributable to the gas produced from this agreement; provided that if liquid hydrocarbons are recovered from gas processed in a plant in which Lessee (or its parent, subsidiary or affiliate) owns an interest, then the percentage applicable to liquid hydrocarbons shall be fifty percent (50%) or the highest percent accruing to a third party processing gas through such plant under a processing agreement negotiated at arms' length (or if there is no such third party, the highest percent then being specified in processing agreements or contracts in the industry), whichever is the greater. The respective royalties on residue gas and on liquid hydrocarbons shall be determined by 1) the highest market price paid or offered for any gas (or liquid hydrocarbons) of comparable quality in the general area or 2) the gross price paid or offered for such residue gas (or the weighted average gross selling price for the respective grades of liquid hydrocarbons), whichever is the greater. In no event, however, shall the royalties payable under this paragraph be less than the royalties which would have been due had the gas not been processed.

(D) OTHER PRODUCTS: As a royalty on carbon black, sulphur or any other products produced or manufactured from gas (excepting liquid hydrocarbons) whether said gas be "casinghead," "dry" or any other gas, by fractionating, burning or any other processing, 1/4 part of gross production of such products, or the market value thereof, at the option of Lessor, such market value to be determined as follows:

- (1) On the basis of the highest market price of each product, during the same month in which such product is produced, or
- (2) On the basis of the average gross sale price of each product for the same month in which such products are produced; whichever is the greater.

(E) NO DEDUCTIONS: Lessee agrees that all royalties accruing to Lessor under this agreement shall be without deduction for the cost of producing, transporting, and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

(F) ROYALTY IN KIND: Notwithstanding anything contained herein to the contrary, Lessor may, at its option, upon not less than 60 days notice to Lessee, require at any time or from time to time that payment of all or any royalties accruing to Lessor under this agreement be made in kind without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use. Lessor's right to take its royalty in kind shall not diminish or negate Lessor's rights or Lessee's obligations, whether express or implied, under this agreement.

(G) PLANT FUEL AND RECYCLED GAS: No royalty shall be payable on any gas as may represent this agreement's proportionate share of any fuel used to process gas produced hereunder in any processing plant. Notwithstanding anything contained herein to the contrary, and subject to the consent in writing of the Commissioner of the General Land Office, Lessee may recycle gas for gas lift purposes on the pooled area after the liquid hydrocarbons contained in the gas have been removed, and no royalties shall be payable on the gas so recycled until such time as the same may thereafter be produced and sold or used by Lessee in such manner as to entitle Lessor to a royalty thereon under the royalty provisions of this agreement.

(H) MINIMUM ROYALTY: The royalties paid to Lessor each year in no event shall be less than \$5.00 per acre pooled; otherwise, there shall be due and payable on or before the last day of the month succeeding the anniversary date of first production a sum equal to \$5.00 per acre pooled less the amount of royalties paid during the preceding year.

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

4. (A) RESERVES, CONTRACTS AND OTHER RECORDS: Lessee shall annually furnish the Commissioner of the General Land Office with its best possible estimate of pooled mineral reserves underlying the pooled area and shall furnish said Commissioner with copies of all contracts under which gas is sold or processed and all subsequent agreements and amendments to such contracts within thirty (30) days after entering into or making such contracts, agreements or amendments. Such contracts and agreements when received by the General Land Office shall be held in confidence by the General Land Office unless otherwise authorized by Lessee. All other contracts and records pertaining to the production, transportation, sale and marketing of the pooled



mineral produced from the pooled area, including the books and accounts, receipts and discharges of all wells, tanks, pools, meters, and pipelines shall at all times be subject to inspection and examination by the Commissioner of the General Land Office, the Attorney General, the Governor, or the representative of any of them.

(B) DRILLING RECORDS: Written notice of all operations on the pooled unit shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall send a true copy of all logs on each unit well to the General Land Office within fifteen (15) days after the making of said log.

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

5. OFFSET WELLS: If the pooled mineral should be produced in commercial quantities from a well located on land privately owned or on State land leased at a lesser royalty, which well is within four-hundred-sixty-seven (467) feet of the area included herein, or which well is draining the area covered by this agreement, the Lessee shall, within sixty (60) days after such initial production from the draining well or the well located within four-hundred-sixty-seven (467) feet from the area covered by this agreement begin in good faith and prosecute diligently the drilling of an offset well on the area covered by this agreement, and such offset well shall be drilled to such depth as may be necessary to prevent the undue drainage of the area covered by this agreement, and the Lessee, manager or driller shall use all means necessary in a good faith effort to make such offset well produce oil and/or gas in commercial quantities. Only upon the determination of the Commissioner and with his written approval, may the payment of a compensatory royalty satisfy the obligation to drill an offset well or wells required under this Paragraph.

6. DRILLING AND REWORKING AT EXPIRATION OF PRIMARY TERM: If, at the expiration of the primary term, the pooled mineral is not being produced from the pooled area, but Lessee is then engaged in drilling or reworking operations thereon, this agreement shall remain in force so long as operations on said well or for drilling or reworking of any additional wells are prosecuted in good faith and in workmanlike manner without interruptions totaling more than sixty (60) days during any one such operation, and if they result in the production of oil and/or gas, so long thereafter as oil and/or gas is produced in paying quantities from said land, or payment of shut-in oil or gas well royalties or compensatory royalties is made as provided in this agreement.

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

8. SHUT-IN ROYALTIES: For purposes of this paragraph, "well" means any well that has been assigned a well number by the state agency having jurisdiction over the production of oil and gas. If at any time after the end of the primary term, a well capable of producing the pooled mineral in paying quantities is located on the pooled area, but the pooled mineral is not being produced for lack of suitable production facilities or lack of a suitable market, then Lessee may pay as a shut-in oil or gas royalty an amount equal to \$10.00 per acre pooled, but not less than \$1,200 for each well capable of producing the pooled mineral in paying quantities. To be effective, each initial shut-in oil or gas royalty must be paid on or before: (1) the expiration of the primary term (2) 60 days after the Lessee ceases to produce the pooled mineral from the pooled area, or (3) 60 days after Lessee completes a drilling or reworking operation in accordance with the terms of this agreement; whichever date is latest. If the shut-in oil or gas royalty is paid, this agreement shall be considered to be a producing agreement and the payment shall extend the term of the agreement for a period of one year from the first day of the month following the month in which production ceased, and, after that, if no suitable production facilities or suitable market for the pooled mineral exists, Lessee may extend this agreement for four more successive periods of one (1) year by paying the same amount each year on or before the expiration of each shut-in year.

9. COMPENSATORY ROYALTIES: If, during the period the agreement is kept in effect by payment of the shut-in oil or gas royalty, the pooled mineral is sold and delivered in paying quantities from a well located within four-hundred-sixty-seven (467) feet of the pooled area and completed in the same producing reservoir, or in any case in which drainage of the pooled mineral is occurring, the right to continue to maintain the agreement by paying the shut-in oil or gas royalty shall cease, but the agreement shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the agreement for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in this agreement of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within four-hundred-sixty-seven (467) feet of the pooled area. The compensatory royalty is to be paid monthly to the Commissioner beginning on or before the last day of the month following the month in which the pooled mineral is produced from the well causing the drainage or that is completed in the same producing reservoir and located within four-hundred-sixty-seven (467) feet of the pooled area; if the compensatory royalty paid in any 12-month period is in an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the 12-month period; and none of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in N.R.C. Section 52.034; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties shall satisfy the obligation to drill offset wells. Compensatory royalty payments, which are not timely paid, will accrue penalty and interest in accordance with Paragraph 3 of this agreement.

10. USE OF WATER; SURFACE: Lessee shall have the right to use water produced on said land necessary for operations hereunder and solely upon the pooled area; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes for water flood operations without the prior written consent of Lessor. Subject to its obligation to pay surface damages, Lessee shall have the right to use so much of the surface of the land that may be reasonably necessary for drilling and operating wells and transporting and marketing the production therefrom, such use to be conducted under conditions of least injury to the surface of the land.

11. POLLUTION: In developing this pooled area, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Without limiting the foregoing, pollution of coastal wetlands, natural waterways, rivers and impounded water shall be prevented by the use of containment facilities sufficient to prevent spillage, seepage or ground water contamination. In the event of pollution, Lessee shall use all means at its disposal to recapture all escaped hydrocarbons or other pollutant and shall be responsible for all damage to public and private properties.

(A) Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries so as to protect livestock against loss, damage or injury; and upon completion or abandonment of any well or wells, Lessee shall fill and level all slush pits and cellars and completely clean up the drilling site of all rubbish thereon.

(B) No discharge of solid waste or garbage shall be allowed into State waters from any drilling or support vessels, production platform, crew or supply boat, barge, jack-up rig or other equipment located on the pooled area. Solid waste shall include but shall not be limited to containers, equipment, rubbish, plastic, glass, and any other man-made non-biodegradable items. A sign must be displayed in a high traffic area on all vessels and manned platforms stating, "Discharge of any solid waste or garbage into State Waters from vessels or platforms is strictly prohibited and may subject this agreement to forfeiture." Such statement shall be in lettering of at least 1" in size.

(C) PENALTY: Failure to comply with the requirements of this provision may result in the maximum penalty allowed by law including forfeiture of the agreement. Lessee shall be liable for the damages caused by such failure and any costs and expenses incurred in cleaning areas affected by the discharged waste.

12. IDENTIFICATION MARKERS: Lessee shall erect, at a distance not to exceed twenty-five (25) feet from each well on the premises covered by this agreement, a legible sign on which shall be stated the name of the operator, the State Lease Number designation and the well number. Where two or more wells on the same lease or where wells on two or more leases are

connected to the same tank battery, whether by individual flow line connections direct to the tank or tanks or by use of a multiple header system, each line between each well and such tank or header shall be legibly identified at all times, either by a firmly attached tag or plate or an identification properly painted on such line at a distance not to exceed three (3) feet from such tank or header connection. Said signs, tags, plates or other identification markers shall be maintained in a legible condition throughout the term of this agreement.

13. ASSIGNMENTS: The agreement may be transferred at any time. All transfers must reference this agreement by the State Lease Number and must be recorded in the county where the pooled area is located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be filed in the General Land Office within ninety (90) days of the execution date, as provided by N.R.C. Section 52.026, accompanied by the filing fee prescribed by the General Land Office rules in effect on the date of receipt by the General Land Office of such transfer or certified copy thereof. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the State by the original lessee or any prior transferee of the agreement, including any liabilities to the state for unpaid royalties.

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

15. FORFEITURE: If Lessee shall fail or refuse to make the payment of any sum within thirty (30) days after it becomes due, or if Lessee or an authorized agent should knowingly make any false return or false report concerning production or drilling, or if Lessee shall fail or refuse to drill any offset well or wells in good faith as required by law and the rules and regulations adopted by the Commissioner of the General Land Office, or if Lessee should fail to file reports in the manner required by law or fail to comply with rules and regulations promulgated by the General Land Office, the School Land Board, or the Railroad Commission, or refuse the proper authority access to the records pertaining to operations, or if Lessee or an authorized agent should knowingly fail or refuse to give correct information to the proper authority, or knowingly fail or refuse to furnish the General Land Office a correct log of any well, or if Lessee shall knowingly violate any of the material provisions of this agreement, or if this agreement is assigned and the assignment is not filed in the General Land Office as required by law, the rights acquired under this agreement shall be subject to forfeiture by the Commissioner, and he shall forfeit same when sufficiently informed of the facts which authorize a forfeiture, and when forfeited the area shall again be subject to lease or pooling. However, nothing herein shall be construed as waiving the automatic termination of this agreement by operation of law or by reason of any special limitation arising hereunder. Forfeitures may be set aside and this agreement and all rights thereunder reinstated before the rights of another intervene upon satisfactory evidence to the Commissioner of the General Land Office of future compliance with the provisions of the law and of this agreement and the rules and regulations that may be adopted relative hereto.

16. RIVERBED TRACTS: Lessee is hereby specifically granted the right of eminent domain and condemnation as provided for in N.R.C. Sections 52.092-52.093, as a part of the consideration moving to Lessor for the covenants herein made by Lessee.

17. APPLICABLE LAWS AND DRILLING RESTRICTIONS: This agreement shall be subject to all rules and regulations, and amendments thereto, promulgated by the Commissioner of the General Land Office governing drilling and producing operations on Permanent Free School Land (specifically including any rules promulgated that relate to plans of operations), payment of royalties, and auditing procedures, and shall be subject to all other valid statutes, rules, regulations, orders and ordinances that may affect operations under the provisions of this agreement. Without limiting the generality of the foregoing, Lessee hereby agrees, by the acceptance of this agreement, to be bound by and subject to all statutory and regulatory provisions relating to the General Land Office's audit billing notice and audit hearings procedures. Said provisions are currently found at Texas Natural Resources Code Sections 52.135 and 52.137 through 52.140.

18. REMOVAL OF EQUIPMENT: Upon the termination of this agreement, Lessee shall not, in any event, be permitted to remove the casing or any part of the equipment from any producing, dry, or abandoned well or wells on State Land without the written consent of the Commissioner of the General Land Office or his authorized representative; nor shall Lessee, without the written consent of said Commissioner or his authorized representative remove from the pooled area the casing or any other equipment, material, machinery, appliances or property owned by Lessee and used by Lessee in the development and production of the pooled mineral therefrom until all dry or abandoned wells have been plugged and until all slush or refuse pits have been properly filled and all broken or discarded lumber, machinery, or debris shall have been removed from the premises to the satisfaction of the said Commissioner or his authorized representative.

19. FORCE MAJEURE: Should Lessee be prevented from complying with any express or implied covenant of this agreement, from conducting drilling operations thereon, or from producing the pooled mineral therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, fires, acts of God or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended upon proper and satisfactory proof presented to the Commissioner of the General Land Office in support of Lessee's contention and Lessee shall not be liable for damages for failure to comply therewith (except in the event of operations suspended as provided in the rules and regulations adopted by the School Land Board); and this agreement shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing the pooled mineral from the pooled area; provided, however, that nothing herein shall be construed to suspend the or to abridge Lessee's right to a suspension under any applicable statute of this State.

20. SECURITY: Lessee shall take the highest degree of care and all proper safeguards to protect said premises and to prevent theft of oil, gas, and other hydrocarbons produced from the pooled area. This includes, but is not limited to, the installation of all necessary equipment, seals, locks, or other appropriate protective devices on or at all access points of the pooled area's production, gathering and storage systems where theft of hydrocarbons can occur. Lessee shall be liable for the loss of any hydrocarbons resulting from theft and shall pay the State of Texas royalties thereon as provided herein on all oil, gas or other hydrocarbons lost by reason of theft.

21. SUCCESSORS AND ASSIGNS: The covenants, conditions and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators, successors or assigns of Lessee herein.

22. ANTIQUITIES CODE: In the event that any site, object, location, artifact or other feature of archaeological, scientific, educational, cultural, archeological or historical interest are encountered on Permanent School Fund Land during the activities authorized by this agreement, Lessee will immediately cease activities and will immediately notify the General Land Office (ATTN: Archaeologist, Asset Management Division, 1700 N. Congress Ave., Austin, Texas 78701) and the Texas Historical Commission (P.O. Box 12276, Austin, TX 78711) so that adequate measures may be undertaken to protect or recover such discoveries or findings, as appropriate. Lessee is expressly placed on notice of the National Historical Preservation Act of 1966 (PB-89-66, 80 Statute 915; 16 U.S.C.A. 470) and the Antiquities Code of Texas, Chapter 191, Tex. Nat. Code Ann. (Vernon 1993 & Supp. 1998).

23. VENUE: Lessor and lessee, hereby agree that venue for any dispute arising out of a provision of this agreement, whether express or implied, regarding interpretation of this agreement, or relating in any way to this agreement or to applicable case law, statutes, or administrative rules, shall be in a court of competent jurisdiction located in Travis County, State of Texas.

24. FILING: Pursuant to Chapter 9 of the Tex. Bus. & Com. Code, this agreement must be filed of record in the office of the County Clerk in any county in which all or any part of the pooled area is located, and recorded copies thereof must be filed in the General Land Office.

EXHIBIT "2"

PURPOSES:

1.

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

UNIT DESCRIPTION:

2.

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

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to those depths underlying the surface boundaries of the pooled unit to those depths being the stratigraphic equivalent of the designated field interval for the Phantom (Wolfcamp) Field as currently recognized by the Railroad Commission of Texas ("unitized interval").

POOLING AND EFFECT:

4.

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

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom.
- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each tract or lease included within said unit.
- (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 640 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) This Agreement shall not relieve Lessee from the duty of protecting the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (h) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.



ALLOCATION OF PRODUCTION:

5.

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

RATIFICATION/WAIVER:

6.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease or Pooling Agreement that has expired, terminated, or has been released in whole or in part or terminated under the their terms 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 or Pooling Agreement; (3) constitute a waiver or release of any claim by the State that such lease or Pooling Agreement is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or Pooling Agreement 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.

014

0123

EXHIBIT "A"

Lessor/Mineral Owner	Lessee	Lease Date	County	State	Section	Block	Survey	Legal Description	Recorded Volume/Page
Sandridge Exploration and Production, LLC	Energen Resources Corporation	12/09/10	Loving	Texas	73	33	H&TC Ry. Co	The East 200 acres in Section 73, limited to the subsurface interval of 7,860 feet (Top of the Bone Spring Lime Formation) down to 11,550 feet (600 feet below the top of the Wolfcamp Formation) appearing on the Schlumberger Density/Neutron log for the Vermejo 58-1 Well (API: 42-301-31248) logged on February 7, 2006, Loving County, TX	98/603
Devon Energy Production Company, L.P.; Mineral Owner	N/A	N/A	Ward	Texas	73	33	H&TC Ry. Co	West 440 acres of Section 73, assuming the common boundary line between Section 73 and Section 74, Block 33, H&TC Ry. Co. Survey, Loving and Ward Counties, Texas, is the North line of Section 73: situated in Loving and Ward County, Texas.	N/A

EXHIBIT "B"

DESCRIPTION OF POOLED UNIT

Approximately 644.1 acres encompassing all of Section 73, Block 33, H&TC Ry. Co Survey, Ward and Loving Counties, Texas and the Pecos River in Reeves and Ward Counties being that part of the Pecos River owned by the State of Texas, bound on its upstream end by a southwesterly extension of the northeast boundary line of Section 73, Block 33, H. & T.C. RR. Co. Survey, A-991 across the Pecos River, and is bound on its downstream end by a southwesterly extension of the southeast boundary line of Section 73, Block 33, H. & T.C. RR. Co. Survey, A-991 across the Pecos River said boundary lines being the boundary lines between said Section 73 and that of Section 74 and 72, Block 33, H. & T.C. RR. Co. Survey respectively.

EXHIBIT "3"
ATLANTA 73-1H UNIT

W&NW RR
Block-1

W&NW RR CO
Block-1

H&TC RR CO
Block-33

LOVING

644.1 AC.

H&TC RR CO
Block-33

WARD

Legend

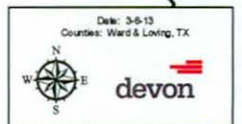
-  Counties
-  Blocks
-  Sections
-  River
-  Unit

H&GN RR CO
Block-3

REEVES

Pecos River

0 1,250 2,500 5,000 Feet



This map is for illustrative purposes only and is neither a legally recorded map nor a survey and is not intended to be used as one. Devon makes no warranty, representation, or guarantee of any kind regarding this map.

EXHIBIT "3"

DESCRIPTION OF RIVER TRACT

Approximately 4.1 acres of the Pecos River in Reeves and Ward Counties being that part of the Pecos River owned by the State of Texas, bound on its upstream end by a southwesterly extension of the northeast boundary line of Section 73, Block 33, H. & T.C. RR. Co. Survey, A-991 across the Pecos River, and is bound on its downstream end by a southwesterly extension of the southeast boundary line of Section 73, Block 33, H. & T.C. RR. Co. Survey, A-991 across the Pecos River said boundary lines being the boundary lines between said Section 73 and that of Section 74 and 72, Block 33, H. & T.C. RR. Co. Survey respectively.

⑤

File No. M- 114771
Pooling Agent Packet # 5477
Atlanta FS Unit
Date Filed: 3/11/13
Jerry E. Patterson, Commissioner
By me

2013

2013

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

March 11, 2013

Mr. Mark Hanna
Scott, Douglas & McConnico, L.L.P.
One American Center
600 Congress Avenue, 15th Floor
Austin, Texas 78701-2589

RE: §52.076 Pooling Agreement
Devon Energy Production Company, LP
Atlanta 73 Unit
Reeves and Ward Counties, Texas

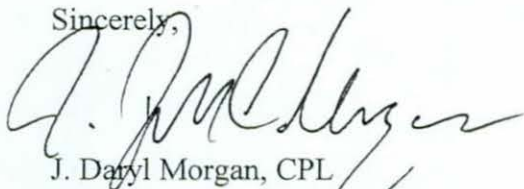
Dear Mr. Hanna:

Enclosed is an original of the above referenced §52.076 Pooling Agreement that has been executed by Jerry E. Patterson, Commissioner of the Texas General Land Office and Ammonite Oil & Gas Corporation. We have retained an original of the Agreement, which will be filed in Mineral File **M-114771**. Please have your client refer to this file number when reporting and paying royalties to the State and in all future correspondence involving the State's unleased mineral interest within the referenced unit. This Unit has been assigned **GLO Unit No. 5477**, for the purpose of filing unit royalty reports with the GLO.

We also hereby acknowledge receipt of the payment of \$8,200.00 as the consideration to the State for pooling the unleased interest.

Thank you for your assistance with this matter, if you have any questions please do not hesitate to contact me.

Sincerely,



J. Daryl Morgan, CPL
Energy Resources Division
(512) 305-9106

Enclosure

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

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

512.463.5001 • 800.998.4GLO

glo.texas.gov

(6)

File No. M-114771
Ltr. to Mark Hanna
Date Filed: 3/11/13
Jerry E. Patterson, Commissioner
By Jan



MF114771
Unit 5477

NADOA Model Form Division Order (Adopted 9/95)

COMMISSIONER OF THE GLO

Date: 12/10/2018

Description: ATLANTA 73 2H

Effective Date: 04/01/2018

Complete Property Description Listed Below

Production: ☒ X Oil ☒ X Gas ☐ Other: _____

Owner Name and Address COMMISSIONER OF THE GLO ATTN: GEORGE P BUSH 1700 N. CONGRESS AVENUE AUSTIN, TX 78701-1495 Phone Number: _____		Owner Number: 000430 Type Interest: State Interest Decimal Interest: 0.00106091 FAX Number: _____	
Property Description Property: 4753.01 ATLANTA 73 2H Operator: CARRIZO OIL & GAS, INC. Location: Ward, TX			
Map Reference Information Ward, TX US		Survey: H & TC RR CO SURVEY 991 Block: 33 Lot: Sec: 73 Qtr/Qtr:	

The undersigned certifies the ownership of the decimal interest in production proceeds as described payable by (Payor):
Carrizo (Permian) LLC

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 \$100.00, 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.

Owner(s) Signature(s): x _____ x _____

Owner(s) Printed Name: _____

Title: _____

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

Owner(s) Daytime Phone #: _____

Owner(s) E-mail Address(es): _____



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

April 24, 2019

Phillip Corey
Division Order Analyst
Carrizo Oil & Gas, Inc.
500 Dallas Street, Suite 2300
Houston, Texas 77002

Re: State Lease No. MF114771 Atlanta 73 2H Unit 5477

Dear Mr. Corey:

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 Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. ME114771

⑦

Reeves/Ward County

Division Order

Date Filed: 4-24-19

George P. Bush, Commissioner

By VB

File

2714 Bee Cave Road, Suite 202 / Austin, Texas 78746 / Tel: 877-620-7717 / Fax: 512-519-0029 / CaddoMinerals.com

February 14, 2022

ATTN: Susan Draughn
Texas General Land Office
1700 N. Congress Ave.
Austin, TX 78701

Dear Susan Draughn,

Caddo Minerals has purchased contractual royalty interest from Ammonite Oil & Gas Corporation in various tracts underlying riverbeds. The Mineral Files associated with these tracts are listed as follows:

MF-112630
MF-114771, MF-114656, MF-114770, MF-114782, MF-114781, and MF-114682

I have attached certified copies of the requisite assignments into Caddo Minerals for your review, and for the GLO to file in the aforementioned Mineral Files. I have included a check in the amount of \$150.00 to cover a fee of \$25 for each mineral file affected. Please file these instruments at your earliest convenience.

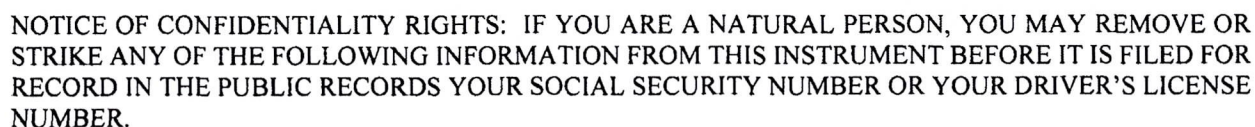
If the enclosed funds and/or instructions are insufficient to honor this request, please contact me at 512-243-5507 as soon as possible. Also feel free to contact me with any questions you may have. Thank you in advance. Have a great day.

Sincerely,



Robert Blackburn

xc: Carl Bonn w/ orig's
2-23-22 - called Robert & will ck for
scan in 60 day



STATE OF TEXAS

8

KNOW ALL MEN BY THESE PRESENTS:

20

COUNTIES OF REEVES

20

& WARD

20

See attached Exhibit "A" for description of Lands and Pooling Agreement, attached hereto and incorporated by reference;

All royalty revenue attributable to the interest herein conveyed, including any such production now held in storage, tanks, pipelines, or accounts for the benefit of Assignor, and any and all sums of money, suspended funds or accounts of any type or character, due and owing to Assignor by third parties by reason of any such prior production and paid on or after January 1, 2022 shall be the property of Assignee, notwithstanding the Effective Date of this Assignment of Royalty Interest.

Page 1 of 4

IF IT BEARS THE SEAL OF THE COUNTY CLERK IMPRINTED
IN PURPLE INK ATTEST 11/26/2022

DENISE VALLES COUNTY CLERK

WARD COUNTY TX

By BC Deputy



The terms and conditions of this Assignment of Royalty Interest shall be covenants running with the Pooling Agreements and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

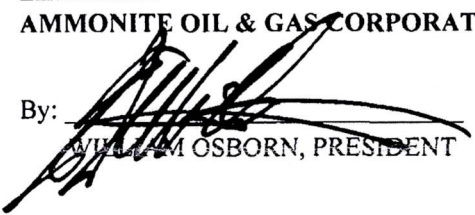
TO HAVE AND TO HOLD the above-described royalty interest and all other rights herein granted, all and singular, the rights and appurtenances thereto appertaining, unto Assignee, and Assignee's successors and assigns forever. Assignor does hereby bind Assignor, Assignor's heirs, successors, assigns, executors and administrators to warrant and forever defend title to Assignee against every person whomsoever lawfully claiming, or to claim the same or any part thereof, when the claim is by, through or under Assignor, but not otherwise.

Assignor shall warrant the net revenue decimals set forth in the attached Exhibit "A," but such net revenue decimals shall not be construed as a limitation upon the grant, it being the intention of Assignor to convey all right, title and interest in the Lands and Pooling Agreement set forth on Exhibit "A".

IN WITNESS WHEREOF, this instrument is executed as of the dates of the acknowledgements below but shall be **EFFECTIVE** for all purposes as of November 1, 2021 ("Effective Date").

ASSIGNOR:

AMMONITE OIL & GAS CORPORATION

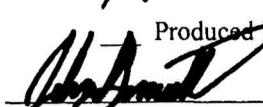
By: 
WILLIAM OSBORN, PRESIDENT

ACKNOWLEDGMENT

THE STATE OF Texas §
THE COUNTY OF Trans §

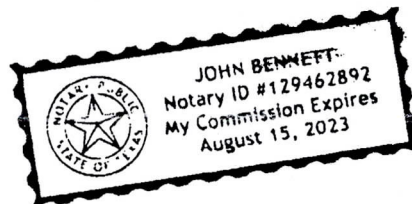
This instrument was acknowledged before me on January 11, 2021 by William Osborn, as President of Ammonite Oil & Gas Corporation.

☒ Personally Known

Produced Identification: ID Number and Type of ID _____
 (Notary Seal)
(Signature of Notary)

John Bennett
(Name of Notary Typed, Stamped, or Printed)

Notary Public, State of Texas



A CERTIFIED COPY: PG 2 OF 4

IF IT BEARS THE SEAL OF THE COUNTY CLERK IMPRINTED

IN PURPLE INK ATTEST 11/26/2022

DENISE VALLES COUNTY CLERK



WARD COUNTY TX

By BC Deputy

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THE ASSIGNMENT OF ROYALTY INTEREST DATED EFFECTIVE NOVEMBER 1, 2021, BY AND BETWEEN AMMONITE OIL & GAS CORPORATION, ASSIGNOR, AND CADDO MINERALS LP, ASSIGNEE.

LANDS & POOLING AGREEMENT

- Tract 1: Approximately 2 acres of the Pecos River in Reeves and Ward Counties being that part of the Pecos River owned by the State of Texas, bound on its upstream end by a northeasterly extension of the northwest boundary line of Section 39, Block 4, H. & G.N. RR. Co. Survey, A-400 across the Pecos River, and is bound on its downstream end by a northeasterly extension of the southwest boundary line of Section 39, Block 4, H. & G.N. RR. Co. Survey, A-400 across the Pecos River said boundary line being the boundary line between said Section 39 and that of Section 38 and 40, Block 4, H. & G.N. RR. Co. Survey respectively.
- Tract 2: Approximately 5.1 acres of the Pecos River in Reeves and Ward Counties being that part of the Pecos River owned by the State of Texas, bound on its upstream end by a northeasterly extension of the northwest boundary line of Section 65, Block 4, H. & G.N. RR. Co. Survey, A-413 across the Pecos River, and is bound on its downstream end by a northeasterly extension of the southeast boundary line of Section 65, Block 4, H. & G.N. RR. Co. Survey, A-413 across the Pecos River said boundary lines being the boundary lines between said Section 65 and that of Section 40 and 66, Block 4, H. & G.N. RR. Co. Survey respectively.
- Tract 3: Approximately 4.1 acres of the Pecos River in Reeves and Ward Counties being that part of the Pecos River owned by the State of Texas, bound on its upstream end by a southwesterly extension of the northeast boundary line of Section 73, Block 33, H. & T.C. RR. Co. Survey, A-991 across the Pecos River, and is bound on its downstream end by a southwesterly extension of the southeast boundary line of Section 73, Block 33, H. & T.C. RR. Co. Survey, A-991 across the Pecos River said boundary lines being the boundary lines between said Section 73 and that of Section 74 and 72, Block 33, H. & T.C. RR. Co. Survey respectively.

RICHMOND 39 UNIT:

Being more particularly described by that certain Pooling Agreement dated effective December 1, 2011, by and between The Commissioner of the General Land Office of the State of Texas, Ammonite Oil & Gas Corporation and Devon Energy Production Company, L.P., being on file in the Archives and Records of the Texas General Land Office at Austin, Texas in Mineral File Number MF-114781, containing 672.9 acres, more or less, in Reeves and Ward Counties, Texas, being GLO Unit No. 5482, together with any amendments and revisions thereto.

POCONO 65 UNIT:

Being more particularly described by that certain Pooling Agreement dated effective July 1, 2011, by and between The Commissioner of the General Land Office of the State of Texas, Ammonite Oil & Gas Corporation and Devon Energy Production Company, L.P., being on file in the Archives and Records of the Texas General Land Office at Austin, Texas in Mineral File Number MF-114782, containing 682.1232 acres, more or less, in Reeves and Ward Counties, Texas, being GLO Unit No. 5483, more specifically described in that certain First Amendment to Designation of Pooled Unit, acknowledged October 5, 2021, recorded at Instrument No. 2021005950, of the Official Records of Reeves County, Texas, together with any amendments and revisions thereto.

ATLANTA 73 UNIT:

Being more particularly described by that certain Pooling Agreement dated effective January 1, 2012, by and between The Commissioner of the General Land Office of the State of Texas, Ammonite Oil & Gas Corporation and Devon Energy Production Company, L.P., being on file in the Archives and Records of the Texas General Land Office at Austin, Texas,

Page 3 of 4

A CERTIFIED COPY: PG 3 OF 4

IF IT BEARS THE SEAL OF THE COUNTY CLERK IMPRINTED
IN PURPLE INK ATTEST 1/26/2022

DENISE VALLES COUNTY CLERK

WARD COUNTY TX



By BC Deputy

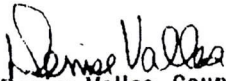
in Mineral File Number MF-114771, containing 644.1 acres, more or less, in Reeves and Ward Counties, Texas, being GLO Unit No. 5477, together with any amendments and revisions thereto.

UNITS

<u>Well Name/Unit Name</u>	<u>Current Operator</u>	<u>Net Revenue Decimal</u>
Richmond 39 Unit	Callon (Permian) LLC	0.000248
Pocono 65 Unit	Callon (Permian) LLC	0.000623
Atlanta 73 Unit	Callon (Permian) LLC	0.000531

FILED FOR RECORD IN:
Ward County
On: 1/18/2022 11:56:03 AM
Doc Number: 2022 - 231
Number of Pages: 4
Amount: 38.00
Order#: 20220118000009
By: BC




Denise Valles, County Clerk

Page 4 of 4

A CERTIFIED COPY: PG 4 OF 4

IF IT BEARS THE SEAL OF THE COUNTY CLERK IMPRINTED
IN PURPLE INK ATTEST 1/26/2022

DENISE VALLES COUNTY CLERK



WARD COUNTY TX

By BC Deputy

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

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the OPR records of my office, found in VOL. _____, PAGE _____, NO. 2022-231

I hereby certify on January 26, 2022

DENISE VALLES, COUNTY CLERK
WARD COUNTY, TEXAS

BY Barbara Childress DEPUTY
Barbara Childress

8

File No. MF114771
Assign of RE County

Date Filed: 4/27/27
George P. Bush, Commissioner
By [Signature]



True & Correct Copy of a document on file at Reeves County Texas

To verify the authenticity of this copy please visit:

<https://reeves.tx.publicsearch.us/verifycert/KXmbM2Fw>

Reeves County Clerk

Digitally signed
by Dianne Florez
Date: 2022.01.24
11:01:49 -06:00

2022 - 2022000341 01/11/2022 4:37PM Page 1 of 5

MF 114771 ✓
114781
114782

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.

ASSIGNMENT OF ROYALTY INTEREST

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF REEVES

§

& WARD

§

AMMONITE OIL & GAS CORPORATION, whose address is 515 Congress Avenue, Suite 2450, Austin, Texas 78701 (hereinafter referred to as "**Assignor**"), for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, ASSIGN, TRANSFER and CONVEY** unto **CADDO MINERALS LP**, whose address is 2714 Bee Cave Road, Suite 202, Austin, Texas 78746 (hereinafter referred to as "**Assignee**"), all of Assignor's right, title and interest in and to any and all royalty interest, including all of Assignor's interest in the oil royalty, gas royalty, royalty in casinghead gas, production payments, gasoline and royalty in other minerals in, under and that may be produced from and pooled with the following described lands ("**Lands**") and/or pooling agreement ("**Pooling Agreement**") situated in Reeves and Ward Counties, Texas, to wit:

**See attached Exhibit "A" for description of Lands and Pooling Agreement,
attached hereto and incorporated by reference;**

The intent of this conveyance is to convey to Assignee all of Assignor's undivided oil, gas and mineral interests, and royalty interests, in and to the Lands and Pooling Agreement described herein, as of the Effective Date hereof, being not less than the net revenue decimals in those units ("**Units**") as described in the attached Exhibit "A".

All royalty revenue attributable to the interest herein conveyed, including any such production now held in storage, tanks, pipelines, or accounts for the benefit of Assignor, and any and all sums of money, suspended funds or accounts of any type or character, due and owing to Assignor by third parties by reason of any such prior production and paid on or after January 1, 2022 shall be the property of Assignee, notwithstanding the Effective Date of this Assignment of Royalty Interest.

Assignor agrees and covenants to execute such further assurances as may be necessary or requisite for the full and complete enjoyment of all the rights herein granted and should the foregoing description for any reason prove incorrect or inadequate to cover the royalty interests intended to be conveyed above Assignor agrees to execute such instrument or instruments that may be necessary to correct the foregoing description. Assignor also agrees that Assignee shall have, and is hereby granted and given, the right at any time to redeem for Assignor, by payment, any mortgages, taxes, or other liens on the above-described royalty interests, upon default in the payment thereof by Assignor, and that Assignee shall be subrogated to the rights of the holders thereof, but Assignee shall not be under any obligation to make such payment.



True & Correct Copy of a document on file at Reeves County Texas
To verify the authenticity of this copy please visit:
<https://reeves.tx.publicsearch.us/verifycert/KXmbM2Fw>

Reeves County Clerk

Digitally signed
by Dianne Florez
Date: 2022.01.24
11:01:49 -06:00

2022 - 2022000341 01/11/2022 4:37PM Page 2 of 5

The terms and conditions of this Assignment of Royalty Interest shall be covenants running with the Pooling Agreements and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

TO HAVE AND TO HOLD the above-described royalty interest and all other rights herein granted, all and singular, the rights and appurtenances thereto appertaining, unto Assignee, and Assignee's successors and assigns forever. Assignor does hereby bind Assignor, Assignor's heirs, successors, assigns, executors and administrators to warrant and forever defend title to Assignee against every person whomsoever lawfully claiming, or to claim the same or any part thereof, when the claim is by, through or under Assignor, but not otherwise.

Assignor shall warrant the net revenue decimals set forth in the attached Exhibit "A," but such net revenue decimals shall not be construed as a limitation upon the grant, it being the intention of Assignor to convey all right, title and interest in the Lands and Pooling Agreement set forth on Exhibit "A".

IN WITNESS WHEREOF, this instrument is executed as of the dates of the acknowledgements below but shall be **EFFECTIVE** for all purposes as of November 1, 2021 ("Effective Date").

ASSIGNOR:

AMMONITE OIL & GAS CORPORATION

By:

WILLIAM OSBORN, PRESIDENT

ACKNOWLEDGMENT

THE STATE OF Texas §

THE COUNTY OF Trans §

This instrument was acknowledged before me on January 11, 2022 by William Osborn, as President of Ammonite Oil & Gas Corporation.

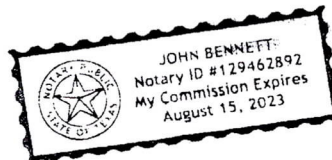
☒ Personally Known

Produced Identification: ID Number and Type of ID _____

(Signature of Notary) _____ (Notary Seal)

John Bennett
(Name of Notary Typed, Stamped, or Printed)

Notary Public, State of Texas





True & Correct Copy of a document on file at Reeves County Texas

To verify the authenticity of this copy please visit:

<https://reeves.tx.publicsearch.us/verifycert/KXmbM2Fw>

Reeves County Clerk

Digitally signed
by Dianne Florez
Date: 2022.01.24
11:01:49 -06:00

2022 - 2022000341 01/11/2022 4:37PM Page 3 of 5

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THE ASSIGNMENT OF ROYALTY INTEREST DATED
EFFECTIVE NOVEMBER 1, 2021, BY AND BETWEEN AMMONITE OIL & GAS CORPORATION,
ASSIGNOR, AND CADDO MINERALS LP, ASSIGNEE.

LANDS & POOLING AGREEMENT

- Tract 1: Approximately 2 acres of the Pecos River in Reeves and Ward Counties being that part of the Pecos River owned by the State of Texas, bound on its upstream end by a northeasterly extension of the northwest boundary line of Section 39, Block 4, H. & G.N. RR. Co. Survey, A-400 across the Pecos River, and is bound on its downstream end by a northeasterly extension of the southwest boundary line of Section 39, Block 4, H. & G.N. RR. Co. Survey, A-400 across the Pecos River said boundary line being the boundary line between said Section 39 and that of Section 38 and 40, Block 4, H. & G.N. RR. Co. Survey respectively.
- Tract 2: Approximately 5.1 acres of the Pecos River in Reeves and Ward Counties being that part of the Pecos River owned by the State of Texas, bound on its upstream end by a northeasterly extension of the northwest boundary line of Section 65, Block 4, H. & G.N. RR. Co. Survey, A-413 across the Pecos River, and is bound on its downstream end by a northeasterly extension of the southeast boundary line of Section 65, Block 4, H. & G.N. RR. Co. Survey, A-413 across the Pecos River said boundary lines being the boundary lines between said Section 65 and that of Section 40 and 66, Block 4, H. & G.N. RR. Co. Survey respectively.
- Tract 3: Approximately 4.1 acres of the Pecos River in Reeves and Ward Counties being that part of the Pecos River owned by the State of Texas, bound on its upstream end by a southwesterly extension of the northeast boundary line of Section 73, Block 33, H. & T.C. RR. Co. Survey, A-991 across the Pecos River, and is bound on its downstream end by a southwesterly extension of the southeast boundary line of Section 73, Block 33, H. & T.C. RR. Co. Survey, A-991 across the Pecos River said boundary lines being the boundary lines between said Section 73 and that of Section 74 and 72, Block 33, H. & T.C. RR. Co. Survey respectively.

RICHMOND 39 UNIT:

Being more particularly described by that certain Pooling Agreement dated effective December 1, 2011, by and between The Commissioner of the General Land Office of the State of Texas, Ammonite Oil & Gas Corporation and Devon Energy Production Company, L.P., being on file in the Archives and Records of the Texas General Land Office at Austin, Texas in Mineral File Number MF-114781, containing 672.9 acres, more or less, in Reeves and Ward Counties, Texas, being GLO Unit No. 5482, together with any amendments and revisions thereto.

MF 114781

POCONO 65 UNIT:

Being more particularly described by that certain Pooling Agreement dated effective July 1, 2011, by and between The Commissioner of the General Land Office of the State of Texas, Ammonite Oil & Gas Corporation and Devon Energy Production Company, L.P., being on file in the Archives and Records of the Texas General Land Office at Austin, Texas in Mineral File Number MF-114782, containing 682.1232 acres, more or less, in Reeves and Ward Counties, Texas, being GLO Unit No. 5483, more specifically described in that certain First Amendment to Designation of Pooled Unit, acknowledged October 5, 2021, recorded at Instrument No. 2021005950, of the Official Records of Reeves County, Texas, together with any amendments and revisions thereto.

MF 114782

ATLANTA 73 UNIT:

Being more particularly described by that certain Pooling Agreement dated effective January 1, 2012, by and between The Commissioner of the General Land Office of the State of Texas, Ammonite Oil & Gas Corporation and Devon Energy Production Company, L.P., being on file in the Archives and Records of the Texas General Land Office at Austin, Texas,



True & Correct Copy of a document on file at Reeves County Texas

To verify the authenticity of this copy please visit:
<https://reeves.tx.publicsearch.us/verifycert/KXmbM2Fw>

Reeves County Clerk

Digitally signed
by Dianne Florez
Date: 2022.01.24
11:01:49 -06:00

2022 - 2022000341 01/11/2022 4:37PM Page 4 of 5

in Mineral File Number MF-114771, containing 644.1 acres, more or less, in Reeves and Ward Counties, Texas, being GLO Unit No. 5477, together with any amendments and revisions thereto.

MF-114771

UNITS

<u>Well Name/Unit Name</u>	<u>Current Operator</u>	<u>Net Revenue Decimal</u>
Richmond 39 Unit	Callon (Permian) LLC	0.000248
Pocono 65 Unit	Callon (Permian) LLC	0.000623
Atlanta 73 Unit	Callon (Permian) LLC	0.000531



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Reeves County Clerk

Digitally signed
by Dianne Florez
Date: 2022.01.24
11:01:49 -06:00

2022-2022000341 01/11/2022 4:37 PM Page 5 of 5

**Reeves County
Dianne O. Florez
Reeves County Clerk**

Instrument Number: 2022000341

eRecording - Real Property

ASSIGNMENT

Recorded On: January 11, 2022 04:37 PM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$38.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2022000341
Receipt Number: 20220111000020
Recorded Date/Time: January 11, 2022 04:37 PM
User: Diana R
Station: CLERK09

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF REEVES**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of County, Texas.

Dianne O. Florez
Reeves County Clerk
Reeves County, TX

Dianne O. Florez

9

File No. MF 114771
Alameda County

Date Filed: 4/27/22
George P. Bush, Commissioner
By [Signature]

5.10.33



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

December 19, 2022

Billy Hannes
Senior VP & General Counsel
Alchemist Energy
511 E. John Carpenter Fwy, Suite 300
Irving, TX 75062

Re: Assignment ID # 11251 – MF114771
Reeves and Ward Counties

Dear Mr. Hannes:

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

Memorandum of Term Assignment of Oil and Gas Leases, effective October 4, 2022, from Callon (Permian) LLC, Assignor to Alchemist LeaseCo, PL, Assignee.
Filed of record under document # 2022-2327 & 2022-4087.

Filing fees in the amount of \$50.00 were received on the referenced assignment.

Please feel free to contact me at (512) 590-9600 or email carl.bonn@glo.texas.gov if you have further questions.

Best Regards,

Carl Bonn, CPL
Mineral Leasing-Energy Resources

Mail to: Texas General Land Office
Attn: Energy Resources
P.O. 12873
Austin, Texas 78711-2873

Texas General Land Office
ASSIGNMENT SUMMARY

For General Land Office Use Only

23702418

11251

DOCUMENT TYPE: (mark one):

Assignment

Deed of Trust

Merger/Name Change

DOCUMENT RECORDING INFORMATION: (Include all the counties covered by the properties listed below)

County	Volume	Page	Execution Date/Effective Date
Loving	2022	2317	10/4/22
Ward	2022	4087	10/4/22

ASSIGNMENT FEE: \$25 per State Lease (additional \$25 after 90 days)
INTEREST BEING CONVEYED: (mark one)

Working Interest:

Overriding Royalty Interest:

Other (explain):

Remarks:

FROM List all companies or individuals listed in this instrument who are transferring ownership interests, in whole or in part, in the leases shown below	TO List all companies or individuals listed in this instrument who are receiving ownership interests in the leases listed below	% GROSS WI OWNED BY ASSIGNOR	% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR
1. Callon (Permian) LLC	Alchemist Energy LeaseCO, LP	70%	100%	0%
2.				
3.				
4.				

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1. MF114771	Reeves/Ward	33	73	River Tract	GLO Unit No. 5477
2.					
3.					
4.					


Preparer's Signature
Billy Hennes
Name (please print)
Billy@alchemist.energy
E-Mail Address
713-397-0505
Telephone Number

SVP & General Counsel
Title
11/22/22
Date
I am an authorized representative of the lessee(s) under the State of Texas leases identified herein and represent and certify to the Commissioner of the General Land Office that the information provided on this form is true and correct.

Alchemist Energy, LLC
Company Name
511 E. John Carpenter Fwy
Mailing Address
Suite 300
Irving, TX 75062
City/State/Zip

Callon Permian Alchemist
Leases & Ward



ALCHEMIST ENERGY LLC
511 E JOHN CARPENTER FWY, STE. 300
IRVING, TX 75062

18-69
1010 403

3073

23702418

Date 11/23/2022

Pay to the order of Texas General Land Office \$ 50.00
fifty dollars & 00/100 Dollars

UMB

UMB BANK NA

Memo certified filing

Scott J. Nelson NP

3073





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

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTIES OF LOVING AND §
WARD §

MEMORANDUM OF TERM ASSIGNMENT OF OIL AND GAS LEASES

WHEREAS, Callon (Permian) LLC, whose mailing address is 2000 W. Sam Houston Parkway S., Suite 2000, Houston, Texas 77042 ("Assignor"), and Alchemist Energy LeaseCo, LP whose mailing address is 511 E. John Carpenter Freeway, Suite 300, Irving, Texas 75062 ("Assignee"), have entered into a Term Assignment of Oil and Gas Leases dated effective October 4, 2022 (the "Assignment"), and

WHEREAS, the Assignor and Assignee have mutually agreed not to record the Assignment in its entirety in the records of Loving and Ward Counties, Texas, and instead have agreed to record this Memorandum of Term Assignment of Oil and Gas Leases (this "Memorandum").

NOW, THEREFORE, in consideration of the terms of the Assignment, Assignor does hereby assign, transfer and convey to Assignee all of Assignor's right, title, and interest in and to the following, less and except the Excluded Assets (collectively, the "Assets"):

- (a) The Leases described on Exhibit "A" INsofar AND ONLY INsofar as they cover the lands and depths described therein (the "Assigned Premises");
- (b) To the extent assignable or transferable without payment of a fee or other consideration, the contracts listed on Exhibit "B" (collectively, the "Contracts") INsofar AND ONLY INsofar as they relate to the Assigned Premises; and
- (c) all non-confidential lease and title records pertaining to the Assigned Premises actually in possession of Assignor.

The primary term of the Assignment is fifteen (15) months from the Effective Date.

This Memorandum is subject to the terms and conditions of the Assignment which, with all of its terms, covenants and other conditions, is hereby referred to and incorporated herein, as if copied in full herein. This Memorandum in no way amends, alters, changes, updates or makes any modification whatsoever to the Assignment. In the event of a conflict between this Memorandum and the Assignment, the provisions of the Assignment shall prevail. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Assignment

An original copy of the Assignment can be found at the offices of each the Assignor and Assignee at the addresses referenced in the opening paragraph of this Memorandum.

Certified Copy
A True and Correct Copy of the Original
Record Filed in Loving County, Texas
Mozelle Carr, County Clerk

Clerk/Deputy



Exhibit "A"**Leases****Agreement:** Paid-Up Oil and Gas Lease**Date:** May 21, 2019**Original Lessor:** Carrizo (Permian) Minerals LLC**Original Lessee:** Carrizo (Permian) LLC**Recording Information:** Ward County, Texas - Document # 2019-4482; Loving County, Texas - Instrument Number 2019-2510**Lands and Depths Covered:** Insofar and only insofar as the lease covers the following lands and depths:

County	Unit/Name	Legal Description of Lands	Depths Covered
Loving	Atlanta 73	H&TC RR CO BLK 33 SEC 73	Limited to rights from the subsurface interval of 7,860 feet (top of the Bone Spring Lime Formation) down to 11,550 feet (600 feet below the top of the Wolfcamp Formation) appearing on the Schlumberger Density/Neutron log for the Vermejo 58-1 Well (API 42-301-31248) logged on February 7, 2006, Loving County, Texas
Ward	Atlanta 73	H&TC RR CO BLK 33 SEC 73	Limited to rights from the subsurface interval of 7,860 feet (top of the Bone Spring Lime Formation) down to 11,550 feet (600 feet below the top of the Wolfcamp Formation) appearing on the Schlumberger Density/Neutron log for the Vermejo 58-1 Well (API 42-301-31248) logged on February 7, 2006, Loving County, Texas

Exhibit "A"**Certified Copy**A True and Correct Copy of the Original
Record Filed in Loving County, Texas
Mozelle Carr, County Clerk

Clerk/Deputy



This Memorandum may be executed in any number of counterparts, each of which shall be considered an original for all purposes and which together will constitute one and the same instrument. The provisions hereof shall extend to and be binding upon the heirs, successors, legal representatives and assigns of the parties hereto.

Executed this 4th day of October, 2022.

ASSIGNOR:

ASSIGNEE:

CALLON (PERMIAN) LLC

ALCHEMIST ENERGY LEASECO, LP

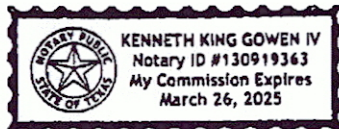

Name: Liam Kelly
Title: Vice President – Corporate Development

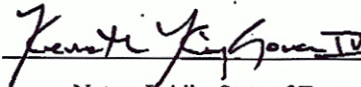
Name:
Title:

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on October 4, 2022, by Liam Kelly, as Vice President – Corporate Development of Callon (Permian) LLC, a Delaware limited liability company, on behalf of such limited liability company.

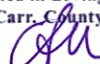



Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on September ____, 2022, by _____, as _____ of Alchemist Energy LeaseCo, LP, a Delaware limited partnership, on behalf of such limited partnership.

Notary Public, State of Texas

Certified Copy
A True and Correct Copy of the Original
Record Filed in Loving County, Texas
Mozelle Carr, County Clerk

Clerk/Deputy



This Memorandum may be executed in any number of counterparts, each of which shall be considered an original for all purposes and which together will constitute one and the same instrument. The provisions hereof shall extend to and be binding upon the heirs, successors, legal representatives and assigns of the parties hereto.

Executed this 4th day of October, 2022.

ASSIGNOR:

ASSIGNEE:

CALLON (PERMIAN) LLC

ALCHEMIST ENERGY LEASECO, LP

Name: Liam Kelly
Title: Vice President – Corporate Development

Name: Billy Hennes
Title: SUP & GC

ACKNOWLEDGEMENTS

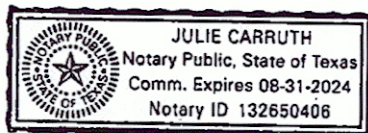
STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on September ____, 2022, by Liam Kelly, as Vice President – Corporate Development of Callon (Permian) LLC, a Delaware limited liability company, on behalf of such limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on October 4, 2022, by Billy Hennes, as SUP of Land & GC of Alchemist Energy LeaseCo, LP, a Delaware limited partnership, on behalf of such limited partnership.



Notary Public, State of Texas

Certified Copy
A True and Correct Copy of the Original
Record Filed in Loving County, Texas
Mozelle Carr, County Clerk

Clerk/Deputy



Exhibit "B"

Contracts

1. Joint Operating Agreement dated June 9, 2011 between Devon Energy Production Company, L.P., as Operator, and Energen Resources Corporation, as Non-Operator
2. That certain Transfer of ORRI Leases and Certain Obligations Under Side Letter Agreement dated July 20, 2021 by and between Callon (Permian) LLC, Callon (Eagle Ford) LLC, and Callon Petroleum Operating Company, (collectively, "Callon") and Chambers Minerals, LLC ("Kimmeridge").
3. Enterprise Connection Agreement dated December 1, 2011 by and between Devon Energy Production Company, LP and Enterprise Crude Pipeline, LLC
4. Enterprise Trucking Agreement dated March 6, 2018, by and between Devon Energy Production Company, LP and Enterprise Crude Oil LLC.
5. Water Services Agreement dated October 28, 2021, by and between Layne Water Midstream, LLC, Callon (Permian) LLC, and Riptide Midstream, LLC.
6. Gas Purchase Contract, as amended, dated June 1, 2012 by and between ETC Texas Pipeline, Ltd. ("ETC") as successor in interest by merger to ETC Field Services LLC formerly Regency Field Services LLC, successor-in-interest to Southern Union Gas Services, Ltd., Callon (Permian) LLC, ("Callon") as successor in interest to Devon Energy Production Company, L.P.
7. Atlanta 73 Unit - Pooling Agreement - State of Texas, Ammonite Oil & Gas Corporation, and Devon Energy Production Company, L.P, dated January 1, 2012. (M-114771 - GLO Unit No. 5477).

Exhibit "B"

Certified Copy
A True and Correct Copy of the Original
Record Filed in Loving County, Texas
Mozelle Carr, County Clerk

Clerk/Deputy



I, Mozelle Carr, Clerk of the County Court, in and for said County, do hereby certify that the within instrument in writing, dated 10/04/2022 with its certification of authentication, was filed in my office 10/31/2022 at 01:32 PM and recorded 10/31/2022 in the OFFICIAL PUBLIC RECORDS of Loving County, Texas with Instrument Number 2022-2317. Witness my Hand and Seal of Said Court, at office in Mentone, Texas, on date and year last above written.



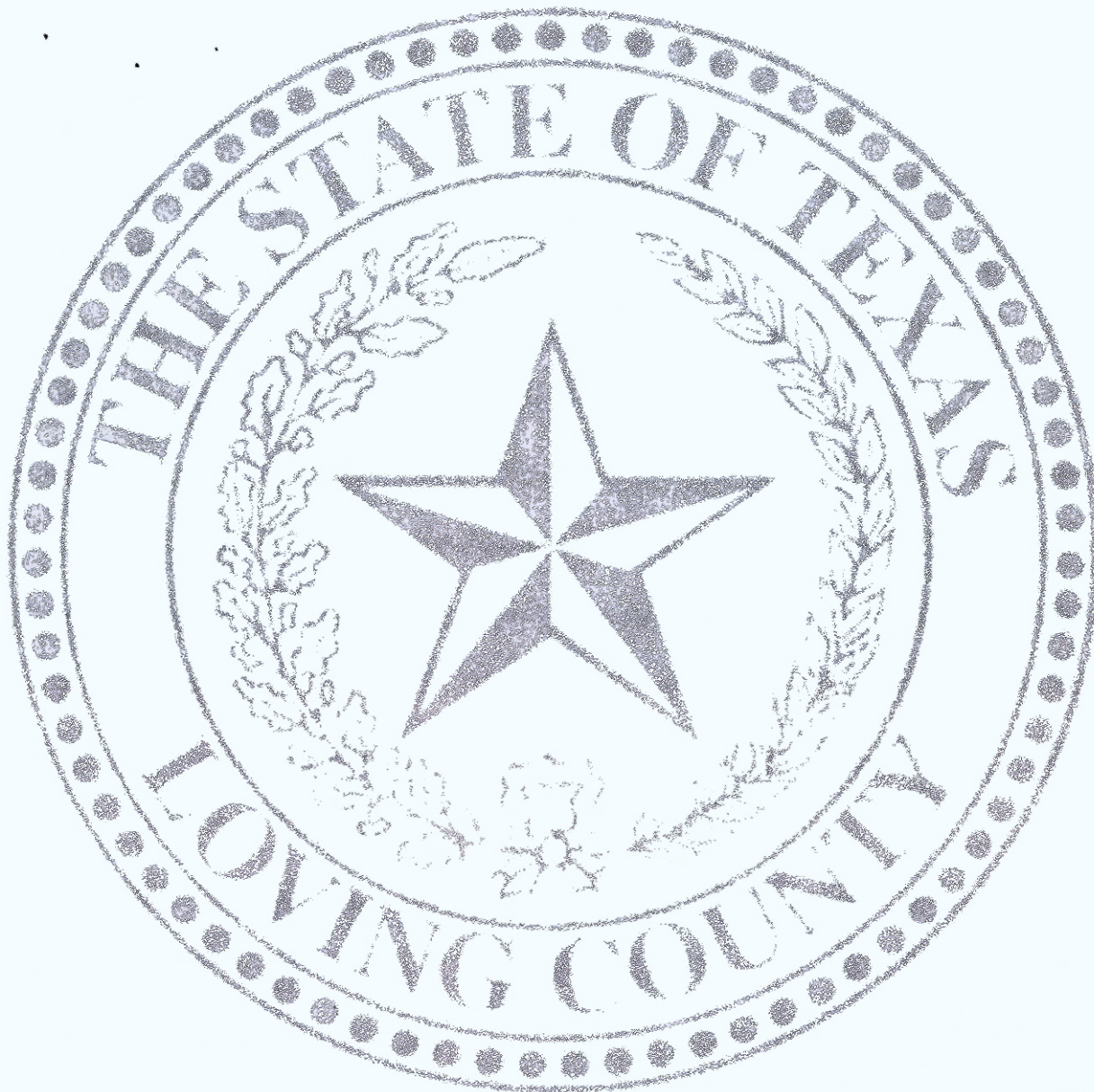
Mozelle Carr

MOZELLE CARR, County Clerk
Loving County Texas

Certified Copy
A True and Correct Copy of the Original
Record Filed in Loving County, Texas
Mozelle Carr, County Clerk

[Signature]
Clerk/Deputy





A CERTIFIED COPY

Document No. 2022-2317

Volume No. _____ Page No. _____

A/An 6 Page Document,

Attest the 14 Day of November, 2022

Mozelle Carr, County & District Clerk

Loving County, Texas

By: Clyde Speller
Chief Deputy Clerk – Angela Medlin



CHF 10/4/22



22

3

22



By Brian Child Deputy

This Memorandum may be executed in any number of counterparts, each of which shall be considered an original for all purposes and which together will constitute one and the same instrument. The provisions hereof shall extend to and be binding upon the heirs, successors, legal representatives and assigns of the parties hereto.

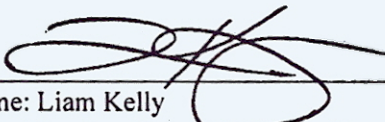
Executed this 4th day of October, 2022.

ASSIGNOR:

ASSIGNEE:

CALLON (PERMIAN) LLC

ALCHEMIST ENERGY LEASECO, LP

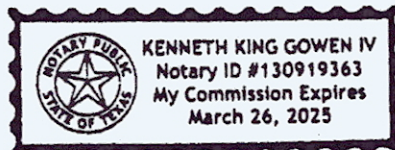

Name: Liam Kelly
Title: Vice President – Corporate Development

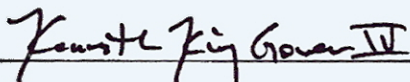
Name:
Title:

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on October 4, 2022, by Liam Kelly, as Vice President – Corporate Development of Callon (Permian) LLC, a Delaware limited liability company, on behalf of such limited liability company.




Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

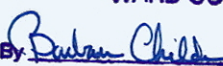
This instrument was acknowledged before me on September ____, 2022, by _____, as _____ of Alchemist Energy LeaseCo, LP, a Delaware limited partnership, on behalf of such limited partnership.

Notary Public, State of Texas

A CERTIFIED COPY: PG 2 OF 5
IF IT BEARS THE SEAL OF THE COUNTY CLERK IMPRINTED
IN PURPLE INK ATTEST 11/15/2022
DENISE VALLES COUNTY CLERK



WARD COUNTY TX

By  Deputy

This Memorandum may be executed in any number of counterparts, each of which shall be considered an original for all purposes and which together will constitute one and the same instrument. The provisions hereof shall extend to and be binding upon the heirs, successors, legal representatives and assigns of the parties hereto.

Executed this 4th day of October, 2022.

ASSIGNOR:

CALLON (PERMIAN) LLC

Name: Liam Kelly
Title: Vice President – Corporate Development

ASSIGNEE:

ALCHEMIST ENERGY LEASECO, LP

Name: Billy Hennes
Title: SUP & GC

ACKNOWLEDGEMENTS

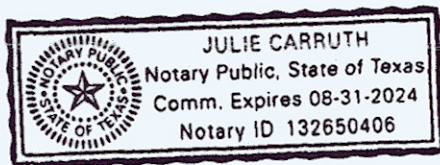
STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on September ____, 2022, by Liam Kelly, as Vice President – Corporate Development of Callon (Permian) LLC, a Delaware limited liability company, on behalf of such limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on October 4, 2022, by Billy Hennes, as SUP & Land & GC of Alchemist Energy LeaseCo, LP, a Delaware limited partnership, on behalf of such limited partnership.



Notary Public, State of Texas

A CERTIFIED COPY: PG 3 OF 5
IF IT BEARS THE SEAL OF THE COUNTY CLERK IMPRINTED
IN PURPLE INK ATTEST 11/15/2022
DENISE VALLES COUNTY CLERK



WARD COUNTY TX

By Bethan Chiles Deputy

Exhibit "A"

Leases

Agreement: Paid-Up Oil and Gas Lease

Date: May 21, 2019

Original Lessor: Carrizo (Permian) Minerals LLC

Original Lessee: Carrizo (Permian) LLC

Recording Information: Ward County, Texas - Document # 2019-4482; Loving County, Texas – Instrument Number 2019-2510

Lands and Depths Covered: Insofar and only insofar as the lease covers the following lands and depths:

County	Unit/Name	Legal Description of Lands	Depths Covered
Loving	Atlanta 73	H&TC RR CO BLK 33 SEC 73	Limited to rights from the subsurface interval of 7,860 feet (top of the Bone Spring Lime Formation) down to 11,550 feet (600 feet below the top of the Wolfcamp Formation) appearing on the Schlumberger Density/Neutron log for the Vermejo 58-1 Well (API 42-301-31248) logged on February 7, 2006, Loving County, Texas
Ward	Atlanta 73	H&TC RR CO BLK 33 SEC 73	Limited to rights from the subsurface interval of 7,860 feet (top of the Bone Spring Lime Formation) down to 11,550 feet (600 feet below the top of the Wolfcamp Formation) appearing on the Schlumberger Density/Neutron log for the Vermejo 58-1 Well (API 42-301-31248) logged on February 7, 2006, Loving County, Texas

Exhibit "A"

A CERTIFIED COPY: PG 4 OF 5

IF IT BEARS THE SEAL OF THE COUNTY CLERK IMPRINTED
IN PURPLE INK ATTEST 11/15/2022

DENISE VALLES COUNTY CLERK



WARD COUNTY TX

By Brian Chell Deputy

Exhibit "B"

Contracts

1. Joint Operating Agreement dated June 9, 2011 between Devon Energy Production Company, L.P., as Operator, and Energen Resources Corporation, as Non-Operator
2. That certain Transfer of ORRI Leases and Certain Obligations Under Side Letter Agreement dated July 20, 2021 by and between Callon (Permian) LLC, Callon (Eagle Ford) LLC, and Callon Petroleum Operating Company, (collectively, "Callon") and Chambers Minerals, LLC ("Kimmeridge").
3. Enterprise Connection Agreement dated December 1, 2011 by and between Devon Energy Production Company, LP and Enterprise Crude Pipeline, LLC
4. Enterprise Trucking Agreement dated March 6, 2018, by and between Devon Energy Production Company, LP and Enterprise Crude Oil LLC.
5. Water Services Agreement dated October 28, 2021, by and between Layne Water Midstream, LLC, Callon (Permian) LLC, and Riptide Midstream, LLC.
6. Gas Purchase Contract, as amended, dated June 1, 2012 by and between ETC Texas Pipeline, Ltd. ("ETC") as successor in interest by merger to ETC Field Services LLC formerly Regency Field Services LLC, successor-in-interest to Southern Union Gas Services, Ltd., Callon (Permian) LLC, ("Callon") as successor in interest to Devon Energy Production Company, L.P.
7. Atlanta 73 Unit - Pooling Agreement - State of Texas, Ammonite Oil & Gas Corporation, and Devon Energy Production Company, L.P, dated January 1, 2012. (M-114771 - GLO Unit No. 5477).

FILED FOR RECORD IN:
Ward County
On: 10/24/2022 11:27:32 AM
Doc Number: 2022 - 4087
Number of Pages: 5
Amount: 42.00
Order#: 20221024000010
By: BC



Denise Valles
Denise Valles, County Clerk

Exhibit "B"

A CERTIFIED COPY: PG 5 OF 5
IF IT BEARS THE SEAL OF THE COUNTY CLERK IMPRINTED
IN PURPLE INK ATTEST 11/15/2022
DENISE VALLES COUNTY CLERK



WARD COUNTY TX

By *Barbara Childress* Deputy

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

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the OPR records of my office, found in
VOL. - PAGE - NO. 2022-4087

I hereby certify on November 15, 2022

DENISE VALLES, COUNTY CLERK
WARD COUNTY, TEXAS

By *Barbara Childress* DEPUTY
Barbara Childress

99911

10

MF 114771
File No. Arign # 11251 County Callan (to) Achemit
Date Filed: 12/30/27
George P. Bush, Commissioner
By [Signature]

MAINT. CORP. IN
LAWYER'S OFFICE
TO LEASE THE SECT. OF THE CORP. OFF. BLDG. 123
CALLED CORP. EC OF



Verified
Unit 5477-MF114771

OIL DIVISION ORDER AND AGREEMENT

ENTERPRISE CRUDE OIL LLC
210 Park Avenue, Ste. 1500
Oklahoma City, OK 73102-5630
405-606-4560

Lease No. 49146

Date: October 20, 2022

Each of the undersigned (herein referred to individually and collectively as "Owner") hereby guarantees, represents and warrants to ENTERPRISE Crude Oil, LLC ("ECO"), its successors and assigns, that each Owner is the legal owner of the Owner's respective interest, in the proportions hereinafter stated, in all Oil (as defined herein) produced and saved from the **ATLANTA 73 2H** located in the County of WARD, State of TEXAS, described as follows (the "Lands"):

42-475-35827

SEC 73. BLK 33 H&TC RR CO LOVING & WARD COUNTIES, TX, LIMITED TO RIGHTS FROM THE SUBSURFACE INTERVAL OF 7,860' (TOP OF THE BONE SPRING LIME FORMATION) DOWN TO 11,550' (600' BELOW THE TOP OF THE WOLFCAMP FORMATION)

Effective 7:00 A.M. October 01, 2022 and until further written notice, ECO (the new payor, in lieu of Callon Petroleum) is hereby authorized to receive all such produced Oil, for ECO's own purchase or for resale, to receive payment therefore, to make payment of and/or give credit for all proceeds derived there from as follows:

Owner No.	Credit To	Decimal Interest	
87722	TEXAS GENERAL LAND OFFICE C/O COMMISSIONER STATE OF TX STEPHEN F AUSTIN BLDG 1700 N CONGRESS AVENUE AUSTIN, TX 78701	RIX	0.00106091 ✓

All provisions appearing on the reverse side hereof are incorporated herein by reference and are an essential part of this Division Order and Agreement (the "Agreement") with the same effect as if printed above the Owner's signatures. If Owner and ECO are or become parties to a crude oil purchase or sale agreement ("Contract") concerning the Lands, the Contract will control any conflicts between this Division Order and Agreement (the "Agreement") and the Contract.

Operator, please identify the decimal interest and appropriate lease numbers for Federal, State, University, Indian, or any other tax-exempt interest (only if 100% less taxes or if ECO is disbursing proceeds.)

The Owners expressly waive any claim against ECO for any and all amounts owed to the Owners from any third party for Oil produced from the Lands prior to the effective date hereof.

Signatures of Witnesses

Owners Sign Below
(Enter Mailing Address)

Taxpayer ID Number or
Social Security Number

Address

TELEPHONE

EMAIL

LB/mc

SIGN AND RETURN THIS COPY

The following provisions are also part of this Agreement. All provisions contained herein shall be binding upon the Owners and ECO and their successors, legal representatives and assigns.

FIRST: The word "Oil" shall mean all crude oil, condensate and other marketable liquid hydrocarbons produced and saved from the above described real property. Oil shall become ECO's property as soon as the same is received into ECO's custody or that of any carrier designated by ECO. ECO is not obligated to: (a) receive Oil in definite quantities, (b) receive Oil for fixed periods, or (c) provide storage.

SECOND: The Oil shall be delivered f.o.b. to any carrier designated by ECO which gathers and receives crude oil, condensate or other liquid hydrocarbons, and ECO shall pay for such Oil to the Owners according to the division of interests herein specified at the price agreed upon between ECO and the lease operator.

THIRD: Quantities of Oil purchased by ECO shall be determined by the method of measurement and computation employed by ECO or its agent designated to receive such Oil including without limitation, the gauging of storage tanks using regularly compiled tank tables, the use of certified truck gauges, and the use of meters or any other reasonably accurate method of measurement and computation. ECO shall correct the volume and gravity to a temperature of 60° Fahrenheit and shall deduct from such corrected volume the full percentages of basic sediment, water and other impurities as shown by tests conducted by ECO. ECO may refuse to receive any Oil that it does not consider merchantable.

FOURTH: All checks shall be delivered or mailed to the respective Owner at the addresses above stated. ECO shall make payments hereunder monthly by ECO's check for Oil received during the preceding month; provided that if the monthly payment due an Owner is less than the greater of one hundred dollars (\$100) or the amount under applicable state law which a purchaser is not required to immediately disburse, ECO may defer such payment, without interest, until the amount payable to said Owner equals or exceeds said amount. In such event, payment shall be made at the next regular settlement date. ECO (the new payor, in lieu of Callon Petroleum) is hereby authorized to withhold from the proceeds of Hydrocarbon's the Owner's proportionate share of any tax levied and assessed by any governmental authority on the Oil received and purchased hereunder and to pay the same. If Owner is overpaid any amount by ECO, Owner shall promptly return such overpayment to ECO. If Owner does not return any such overpayment within ten (10) days after mailing of written notice to Owner's last known address by ECO and ECO thereafter commences a legal proceeding to recover any such overpayment, as part of any judgment in ECO's favor, ECO shall also be awarded all costs and expenses incurred by ECO, including reasonable attorneys fees, in attempting to recoup any such overpayment. ECO shall have the right, in its sole discretion, to set off from amounts owed to any Owner from the sale of Oil or from the sale of crude oil, condensate or other liquid hydrocarbons produced from other properties against any amounts which may be owed to ECO by the respective Owner under the provisions hereof or any other transaction with ECO.

cccccc
FIFTH: The Owners shall furnish, at no cost to ECO, evidence of title satisfactory to ECO. Any Owner receiving proceeds of Oil on behalf or for the account of any other person or entity shall promptly make full and proper settlement to each such person or entity. Until satisfactory evidence of title is furnished or in the event of any adverse claim to the Oil, lien or dispute at any time concerning title or ownership to the Oil, the proceeds thereof, and/or the Lands, ECO shall have the right at any time and from time to time to withhold payment for Oil accruing to the interest or interests affected thereby until such adverse claim, lien or dispute shall have been fully settled, without liability for damage or interest to the Owners in any such case. If suit is filed or an adverse claim is made affecting title or ownership to the Oil, the proceeds thereof, and/or the Lands, each Owner shall promptly provide to ECO (at the above address) written notice thereof, together with a certified copy of any complaint or petition filed along with all other pleadings related thereto. Each Owner shall defend, indemnify and hold ECO and its affiliates, directors, officers, employees, agents and representatives (collectively, the "ECO Indemnitees"), harmless from and against any and all claims, liabilities, demands, actions, causes of action, costs, damages, and expenses (including, without limitation, costs of investigation, defense and court and reasonable attorneys' fees) arising from or in any way relating, directly or indirectly, to any proceedings, actions or adverse claims concerning title to or ownership of the Oil, the proceeds thereof, taxes thereon, and/or the Lands. **SUCH INDEMNIFICATION SHALL APPLY NOTWITHSTANDING YOUR NEGLIGENCE OR OTHER ACT AND NOTWITHSTANDING SUCH ACT MAY OCCUR IN THE FUTURE, IT BEING THE INTENT OF THE PARTIES HERETO THAT SUCH INDEMNIFICATION SHALL APPLY TO ALL SUCH ACTS.**

SIXTH: ECO shall not be responsible for any change of ownership in the absence of actual notice and satisfactory proof thereof. Each Owner shall notify ECO in writing of any change in their ownership. Any transfer, assignment, or conveyance of any of an Owner's interest, however accomplished, shall be made subject to this Agreement and effective at 7:00 A.M. on the first day of the calendar month following the receipt of notice by ECO. If any such written notice is not received by ECO, the respective Owner shall defend, indemnify and hold the ECO Indemnitees harmless from and against any over or underpayment, or wrong payment of any such sum or sums and all other damages in connection therewith. ECO shall have the right, in its sole discretion, to set off from amounts owed to any Owner from the sale of Oil or from the sale of crude oil, condensate or other liquid hydrocarbons produced from other properties against any amounts which may be owed to ECO by the respective Owner under the provisions hereof or any other transaction with ECO.

SEVENTH: If an Owner is a working interest owner and/or operator, it hereby guarantees, represents and warrants to ECO that all Oil tendered hereunder has been or will be produced and delivered in compliance with all applicable federal, state and local laws, orders, rules and regulations. In addition, if a working interest owner and/or operator: (a) is being disbursed 100% of the proceeds from the Oil, it hereby assumes liability and shall be responsible for payment of any and all proceeds from the sale of Oil to all rightful owners, including, without limitation, working interest, royalty and overriding royalty interest owners and other payments due or to become due on the Oil and, if such disbursed proceeds are inclusive of taxes, all taxes applicable to the production, purchase, sale, storage, or transportation of Oil, including, without limitation, severance taxes, to the proper governmental authorities and (b) has requested ECO to disburse the proceeds of production, ECO will disburse proceeds as the operator directs.

EIGHTH: This Agreement shall bind each Owner as soon as signed by them, whether or not signed by any other Owner. All provisions herein contained shall apply to each Owner separately and not jointly. This Agreement may be executed in counterparts, all of which together shall constitute one Agreement. This Agreement may be terminated effective no less than thirty (30) days after delivery of written notice. The Owners consent to ECO or any company owning pipeline connected to wells or tanks located on the Lands or lands pooled therewith, to disconnect and remove such pipelines upon termination hereof.

NINTH: This Agreement inures to the sole and exclusive benefit of ECO and Owner, their respective successors, legal representatives and assigns, and confers no benefit on any third party.



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

January 27, 2023

Audry Ann Mefford
Division Order Analyst
Enterprise Crude Oil, LLC
210 Park Avenue, Ste. 1500
Oklahoma City, OK 73102-5630

Re: State Lease No. MF114771 Atlanta 73 2H Unit 5477

Dear Mrs. Mefford:

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 Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF 114771

DIVISION ORDER County

Date Filed: 1/27/2023
Commissioner Dawn Buckingham, M.D.

By: UD

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

UPA134898

Unit Number 5477

Operator Name Alchemist Energy, LLC

Effective Date 01/01/2012

Customer ID C000092342

Unitized For Oil And Gas

Unit Name Atlanta 73 Unit

Unit Term

County 1 Reeves

RRC District 1 08

Old Unit Number Inactive Status Date

County 2 Ward

RRC District 2 08

County 3

RRC District 3

County 4

RRC District 4

Unit type Unknown

State Net Revenue Interest Oil 0.00106091

State Part in Unit 0.00636547

Unit Depth Specified Depths

Well

From Depth 10446.000000

Formation

Top of Wolfcamp to Base of Wolfcamp

To Depth 10933.000000

TVD

Participation Basis Other

If Exclusions Apply: See Remarks

REVISED

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
MF114771	1	4.166200	654.500000	0.00636547	O/G	0.16666670	0.00106091	No

API Number

4230136133, 4230136134, 4247535827

Remarks:

Unit and State lease acreage adjusted slightly to reflect final survey.

Prepared By:

mb

Prepared Date:

5/2/23

GLO Base Updated By:

mb

GLO Base Date:

5/2/23

RAM Approval By:

VD

RAM Approval Date:

5/2/23

GIS By:

[Signature]

GIS Date:

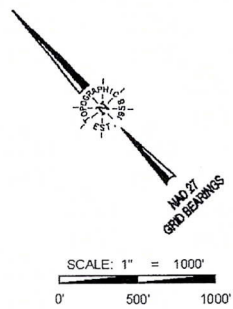
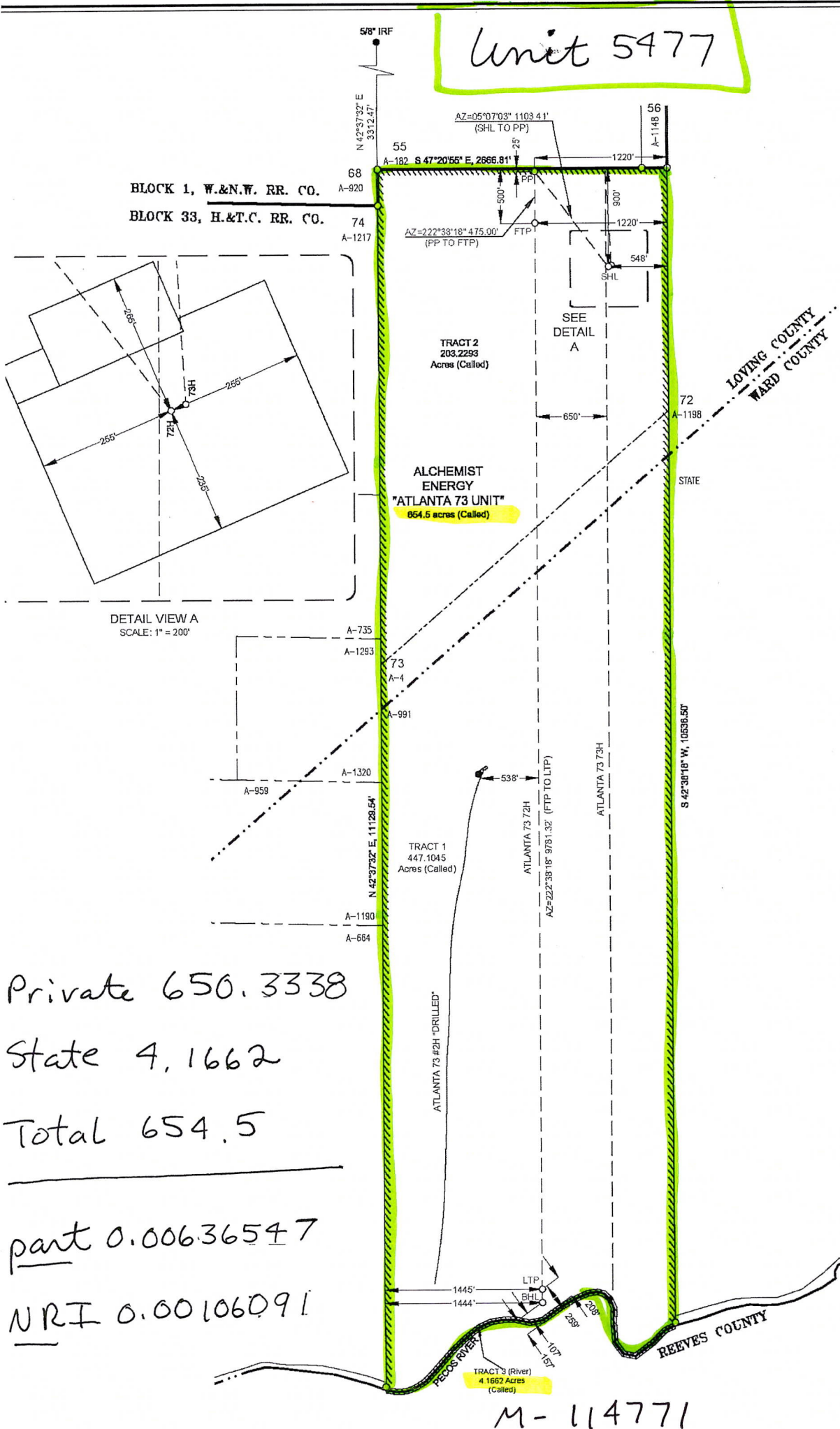
5/3/2023

Well Inventory By:

mb

WI Date:

5/2/23



SPECIAL NOTES:

ALL TRACT REPRESENTATION ALONG WITH
ACREAGE WERE INPUT VIA INFORMATION
PROVIDED BY CLIENT AND WAS NOT SURVEYED
ON THE GROUND.

Original Document Size: 11"x17"
All Coordinates are in NAD 27
TX-C Zone unless otherwise noted.

Surface Hole Location:
900' FNL & 548' FEL (SEC. 73)
SHL Ground Elevation: 2843'
X = 985953 Y = 737994
LAT.: N 31.6557789 LONG.: W 103.5605856
NAD 83 TX-C ZONE
X = 1282417 Y = 10580571
LAT.: N 31.6558098 LONG.: W 103.5610423
Penetration Point:
25' FNL & 1220' FEL (SEC. 73)
X = 986051 Y = 739093
LAT.: N 31.6588078 LONG.: W 103.5603719
First Take Point:
500' FNL & 1220' FEL (SEC. 73)
X = 985729 Y = 738744
LAT.: N 31.6578219 LONG.: W 103.5613729
Last Take Point:
208' FSEL & 1445' FWL (SEC. 73)
X = 989104 Y = 731548
LAT.: N 31.6375184 LONG.: W 103.5819823
Bottom Hole Location:
107' FSEL & 1444' FWL (SEC. 73)
X = 989020 Y = 731457
LAT.: N 31.6372606 LONG.: W 103.5822439

LEGEND	Section Line
	Block Line
	Abstract Line
	Tract Line
	Lease Road
	County Road
	Unit/Lease Boundary
	Found Monument
	Set 1/2" Rebar w/cap
	Calculated Corner

Orig. Doc. 11x17	Surveyed: 09/27/22
COGO: PERMIAN_NAD27	
Revision: 4(GJU)	10/28/2022
Drawn By: MML	09/30/2022
ORIGINAL DOC. SIZE: 11"x17"	

CERTIFICATION:
his well location shown on this permit plat was surveyed on the
ground under my direct supervision. This plat is for Texas Railroad
Commission permit purpose only and should not be considered a
boundary survey.

William J. Keating
Texas Reg. No. 5041

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
2903 NORTH BIG SPRING • MIDLAND, TEXAS 79705
TELEPHONE: (432) 682-1653 OR (800) 767-1653 • FAX (432) 682-1743
TEXAS FIRM REGISTRATION NO. 10042500
WWW.TOPOGRAPHIC.COM

STATE OF TEXAS
REGISTERED
WILLIAM J. KEATING
5041
PROFESSIONAL
LAND SURVEYOR

Signature Date
11/01/22

FILE NAME: LO ATLANTA_73_72H_REV4

ALCHEMIST
ENERGY

LEASE NAME & WELL NO.:
ATLANTA 73 72H
TOPOGRAPHY & VEGETATION:
NATURAL MESQUITE PASTURE
NEAREST TOWN IN COUNTY:
±3.96 MILES SOUTHEAST OF MENTONE, TEXAS
LOCATION DESCRIPTION:
SHL/PP/FTP: SECTION 73, BLOCK 33, H. & T.C. RR. CO. SURVEY A-4
LOVING COUNTY, TEXAS
LTP/BHL: SECTION 73, BLOCK 33, H. & T.C. RR. CO. SURVEY A-991
WARD COUNTY, TEXAS

**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION**

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 884920	DATE PERMIT ISSUED OR AMENDED Nov 03, 2022	DISTRICT * 08										
API NUMBER 42-301-36133	FORM W-1 RECEIVED Oct 13, 2022	COUNTY LOVING										
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 654.5										
OPERATOR ALCHEMIST ENERGY, LLC 511 E JOHN CARPENTER FW STE 300 IRVING, TX 75062-0000		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (432) 684-5581										
LEASE NAME ATLANTA 73		WELL NUMBER 72H										
LOCATION 3.96 miles SE direction from MENTONE		TOTAL DEPTH 11500										
Section, Block and/or Survey SECTION ⚡ 73 BLOCK ⚡ 33 ABSTRACT ⚡ 4 SURVEY ⚡ H&TC RR CO												
DISTANCE TO SURVEY LINES 900 ft. N 548 ft. E		DISTANCE TO NEAREST LEASE LINE ft.										
DISTANCE TO LEASE LINES 900 ft. N 548 ft. E		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below										
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *												
<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:60%;">FIELD NAME LEASE NAME</th> <th style="width:10%;">ACRES NEAREST LEASE</th> <th style="width:10%;">DEPTH NEAREST WE</th> <th style="width:10%;">WELL # NEAREST WE</th> <th style="width:10%;">DIST</th> </tr> </thead> <tbody> <tr> <td>PHANTOM (WOLFCAMP) ATLANTA 73</td> <td align="center">654.50</td> <td align="center">11,500</td> <td align="center">72H 538</td> <td align="center">08</td> </tr> </tbody> </table>			FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST WE	WELL # NEAREST WE	DIST	PHANTOM (WOLFCAMP) ATLANTA 73	654.50	11,500	72H 538	08
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST WE	WELL # NEAREST WE	DIST								
PHANTOM (WOLFCAMP) ATLANTA 73	654.50	11,500	72H 538	08								
WELLBORE PROFILE(s) FOR FIELD: Horizontal												
RESTRICTIONS: This is a hydrogen sulfide field. Hydrogen Sulfide Fields with perforations must be isolated and tested per State Wide Rule 36 and a Form H-9 filed with the district office. Fields with SWR 10 authority to downhole commingle must be isolated and tested individually prior to commingling production. Lateral: TH1 Penetration Point Location Lease Lines: 25.0 F N L 1220.0 F E L Terminus Location BH County: WARD Section: 73 Block: 33 Abstract: 991 Survey: H&TC RR CO Lease Lines: 157.0 F SE L 1444.0 F W L Survey Lines: 107.0 F SE L 1444.0 F W L												
THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS												

**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION**

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 884920	DATE PERMIT ISSUED OR AMENDED Nov 03, 2022	DISTRICT * 08										
API NUMBER 42-301-36133	FORM W-1 RECEIVED Oct 13, 2022	COUNTY LOVING										
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 654.5										
OPERATOR 011198 ALCHEMIST ENERGY, LLC 511 E JOHN CARPENTER FW STE 300 IRVING, TX 75062-0000		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (432) 684-5581										
LEASE NAME ATLANTA 73		WELL NUMBER 72H										
LOCATION 3.96 miles SE direction from MENTONE		TOTAL DEPTH 11500										
Section, Block and/or Survey SECTION ◀ 73 BLOCK ◀ 33 ABSTRACT ◀ 4 SURVEY ◀ H&TC RR CO												
DISTANCE TO SURVEY LINES 900 ft. N 548 ft. E		DISTANCE TO NEAREST LEASE LINE ft.										
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FIELD NAME	ACRES	DEPTH	WELL #	DIST								
LEASE NAME	NEAREST LEASE		NEAREST WE									
This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97. This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in. The designated interval for one or more of the fields approved in this permit appears to overlap with the designated interval of another field or fields in this district. In the case of conflicting designated intervals you will be required to be consistent in field designation on this lease. Further, if the designated interval overlap of wells on this lease results in an actual or potential double assignment of reservoir and the applicant cannot conclusively demonstrate that there is no double assignment, the permitted well may not be assigned an allowable until the conflict is resolved. Because of the overlapping designated intervals in this area, issuance of this permit does not guarantee that the completion of the well will be approved or that the well will receive an allowable in any given field, even if that field is listed on the approved permit application.												

12

File No. MF 114771

Reeves & Ward County

Revised Buckslip 5477

Date Filed: 5/2/23

Commissioner Dawn Buckingham, M.D.

By: MB Bamstorf



February 28, 2023

Texas General Land Office
Attn: Joy McCauley
1700 North Congress Avenue
Austin, Texas 78701

Re: Notice of Spud – Atlanta 73 Unit #72H & 73H

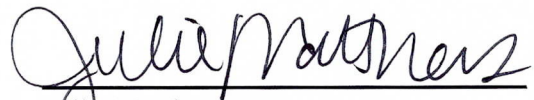
Loving Co

To Whom It May Concern -

Please let this letter serve as formal notice of spud on the Atlanta 73 Unit #72H & 73H, located in Loving County, Texas in Section 73, Block 33 T5S, A-4, Survey H & TC RR Co. The Atlanta 73 Unit #72H spud on 12/10/2022 and the Atlanta 73 Unit #73H spud on 12/13/2022.

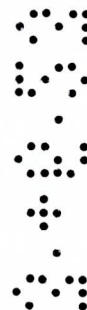
If you have any questions related to this letter, please do not hesitate to contact me.

ALCHEMIST ENERGY, LLC


Julie Matthews
Senior Landman

File No. MF114771Reeves & Ward CountyNotice of Spud - Unit 547Date Filed: 5/12/2023

Commissioner Dawn Buckingham, M.D.

By: jm

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 884921	DATE PERMIT ISSUED OR AMENDED Nov 03, 2022	DISTRICT * 08
API NUMBER 42-301-36134	FORM W-1 RECEIVED Oct 13, 2022	COUNTY LOVING
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 654.5
OPERATOR ALCHEMIST ENERGY, LLC 511 E JOHN CARPENTER FW STE 300 IRVING, TX 75062-0000		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (432) 684-5581
LEASE NAME ATLANTA 73		WELL NUMBER 73H
LOCATION 3.96 miles SE direction from MENTONE		TOTAL DEPTH 11500
Section, Block and/or Survey SECTION ◀ 73 BLOCK ◀ 33 ABSTRACT ◀ 4 SURVEY ◀ H&TC RR CO		
DISTANCE TO SURVEY LINES 888 ft. N 520 ft. E		DISTANCE TO NEAREST LEASE LINE ft.
DISTANCE TO LEASE LINES 888 ft. N 520 ft. E		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST WE
-----	-----	-----
PHANTOM (WOLFCAMP)	654.50	11,500
ATLANTA 73		73H 08 1193

WELLBORE PROFILE(s) FOR FIELD: Horizontal		

RESTRICTIONS: This is a hydrogen sulfide field. Hydrogen Sulfide Fields with perforations must be isolated and tested per State Wide Rule 36 and a Form H-9 filed with the district office. Fields with SWR 10 authority to downhole commingle must be isolated and tested individually prior to commingling production.		
Lateral: TH1		
Penetration Point Location		
Lease Lines: 25.0 F N L		
570.0 F E L		
Terminus Location		
BH County: WARD		
Section: 73 Block: 33 Abstract: 991		
Survey: H&TC RR CO		
Lease Lines: 106.0 F SW L		
570.0 F E L		
Survey Lines: 56.0 F SW L		
570.0 F E L		
THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS		



RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 884921	DATE PERMIT ISSUED OR AMENDED Nov 03, 2022	DISTRICT * 08
API NUMBER 42-301-36134	FORM W-1 RECEIVED Oct 13, 2022	COUNTY LOVING
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 654.5
OPERATOR ALCHEMIST ENERGY, LLC 511 E JOHN CARPENTER FW STE 300 IRVING, TX 75062-0000		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (432) 684-5581
LEASE NAME ATLANTA 73		WELL NUMBER 73H
LOCATION 3.96 miles SE direction from MENTONE		TOTAL DEPTH 11500
Section, Block and/or Survey SECTION 73 BLOCK 33 ABSTRACT 4 SURVEY H&TC RR CO		
DISTANCE TO SURVEY LINES 888 ft. N 520 ft. E		DISTANCE TO NEAREST LEASE LINE ft.
DISTANCE TO LEASE LINES 888 ft. N 520 ft. E		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME	ACRES	DEPTH
LEASE NAME	NEAREST LEASE	WELL # NEAREST WE
This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97. This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in.		



**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
SWR #13 Formation Data**

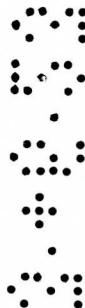
LOVING (301) County

Formation	Remarks	Geological Order	Effective Date
RED BLUFF		1	02/09/2020
DELAWARE		2	02/09/2020
BELL CANYON		3	02/09/2020
CHERRY CANYON		4	02/09/2020
BRUSHY CANYON		5	02/09/2020
BONE SPRING		6	02/09/2020
WOLFCAMP		7	02/09/2020
PENNSYLVANIAN		8	02/09/2020
STRAWN		9	02/09/2020
ATOKA	high pressure	10	02/09/2020
MORROW		11	02/09/2020
DEVONIAN		12	02/09/2020
FUSSELMAN		13	02/09/2020
ELLENBURGER		14	02/09/2020
PRECAMBRIAN (UNDIFFERENTIATED)		15	02/09/2020

The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. The listing order of the Formation information reflects the general stratigraphic order and relative geologic age. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information.
<http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info>

File No. MF114771Beaves & Ward CountyDrilling Permit API 42-301-36134Date Filed: 5/12/2023

Commissioner Dawn Buckingham, M.D.

By: Jm

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 884920	DATE PERMIT ISSUED OR AMENDED Nov 03, 2022	DISTRICT * 08		
API NUMBER 42-301-36133	FORM W-1 RECEIVED Oct 13, 2022	COUNTY LOVING		
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 654.5		
OPERATOR ALCHEMIST ENERGY, LLC 511 E JOHN CARPENTER FW STE 300 IRVING, TX 75062-0000		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (432) 684-5581		
LEASE NAME ATLANTA 73		WELL NUMBER 72H		
LOCATION 3.96 miles SE direction from MENTONE		TOTAL DEPTH 11500		
Section, Block and/or Survey SECTION ◀ 73 BLOCK ◀ 33 ABSTRACT ◀ 4 SURVEY ◀ H&TC RR CO				
DISTANCE TO SURVEY LINES 900 ft. N 548 ft. E		DISTANCE TO NEAREST LEASE LINE ft.		
DISTANCE TO LEASE LINES 900 ft. N 548 ft. E		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below		
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *				
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST LEASE	WELL # NEAREST WE	DIST
-----	-----	-----	-----	---
PHANTOM (WOLFCAMP)	654.50	11,500	72H	08
ATLANTA 73			538	

WELLBORE PROFILE(s) FOR FIELD: Horizontal				

RESTRICTIONS: This is a hydrogen sulfide field. Hydrogen Sulfide Fields with perforations must be isolated and tested per State Wide Rule 36 and a Form H-9 filed with the district office. Fields with SWR 10 authority to downhole commingle must be isolated and tested individually prior to commingling production. Lateral: TH1 Penetration Point Location Lease Lines: 25.0 F N L 1220.0 F E L Terminus Location BH County: WARD Section: 73 Block: 33 Abstract: 991 Survey: H&TC RR CO Lease Lines: 157.0 F SE L 1444.0 F W L Survey Lines: 107.0 F SE L 1444.0 F W L				
THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS				



RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 884920	DATE PERMIT ISSUED OR AMENDED Nov 03, 2022	DISTRICT * 08															
API NUMBER 42-301-36133	FORM W-1 RECEIVED Oct 13, 2022	COUNTY LOVING															
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 654.5															
OPERATOR ALCHEMIST ENERGY, LLC 511 E JOHN CARPENTER FW STE 300 IRVING, TX 75062-0000		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (432) 684-5581															
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FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES * <table border="0"> <thead> <tr> <th>FIELD NAME</th> <th>ACRES</th> <th>DEPTH</th> <th>WELL #</th> <th>DIST</th> </tr> <tr> <th>LEASE NAME</th> <th>NEAREST LEASE</th> <th></th> <th>NEAREST WE</th> <th></th> </tr> </thead> <tbody> <tr> <td colspan="5"> This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97. This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in. The designated interval for one or more of the fields approved in this permit appears to overlap with the designated interval of another field or fields in this district. In the case of conflicting designated intervals you will be required to be consistent in field designation on this lease. Further, if the designated interval overlap of wells on this lease results in an actual or potential double assignment of reservoir and the applicant cannot conclusively demonstrate that there is no double assignment, the permitted well may not be assigned an allowable until the conflict is resolved. Because of the overlapping designated intervals in this area, issuance of this permit does not guarantee that the completion of the well will be approved or that the well will receive an allowable in any given field, even if that field is listed on the approved permit application. </td> </tr> </tbody> </table>			FIELD NAME	ACRES	DEPTH	WELL #	DIST	LEASE NAME	NEAREST LEASE		NEAREST WE		This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97. This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in. The designated interval for one or more of the fields approved in this permit appears to overlap with the designated interval of another field or fields in this district. In the case of conflicting designated intervals you will be required to be consistent in field designation on this lease. Further, if the designated interval overlap of wells on this lease results in an actual or potential double assignment of reservoir and the applicant cannot conclusively demonstrate that there is no double assignment, the permitted well may not be assigned an allowable until the conflict is resolved. Because of the overlapping designated intervals in this area, issuance of this permit does not guarantee that the completion of the well will be approved or that the well will receive an allowable in any given field, even if that field is listed on the approved permit application.				
FIELD NAME	ACRES	DEPTH	WELL #	DIST													
LEASE NAME	NEAREST LEASE		NEAREST WE														
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**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
SWR #13 Formation Data**

LOVING (301) County

Formation	Remarks	Geological Order	Effective Date
RED BLUFF		1	02/09/2020
DELAWARE		2	02/09/2020
BELL CANYON		3	02/09/2020
CHERRY CANYON		4	02/09/2020
BRUSHY CANYON		5	02/09/2020
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ATOKA	high pressure	10	02/09/2020
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PRECAMBRIAN (UNDIFFERENTIATED)		15	02/09/2020

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<http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info>

File No. ME114771

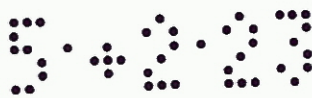
Reeves & Ward County

Drilling Permit - API 42-301-36133

Date Filed: 5/12/2023

Commissioner Dawn Buckingham, M.D.

By: Jm



DIVISION ORDER

Unit 5477
MF114771

Payor: Alchemist Energy, LLC
511 E. John Carpenter Fwy, Suite 300
Irving, Texas 75062

Date: February 1, 2023

Effective Date: First Production

The undersigned severally and not jointly certifies it is the legal owner of the interest set out below of all the gas produced from the property described below:

Operator: Alchemist Energy, LLC
Property Name: Atlanta 73 Unit #72H & Atlanta 73 Unit #73H
County: Ward and Loving
State: Texas
Legal Description: 654.5 Acre Alchemist Energy, LLC, et al – Atlanta 73 Unit, being all of Section 73, Block 33, H&TC RR Co. Survey, A-4 and A-991, Loving and Ward Counties, Texas, and 4.1662 acres of the Pecos River abutting Section 73 in Ward and Reeves Counties, Texas

Owner Name: Commissioner of the General Land Office of the State of Texas
Owner Address: 1700 North Congress Avenue
Austin, Texas 78701

Interest Type: Royalty Interest
Unit Interest: 0.00106091

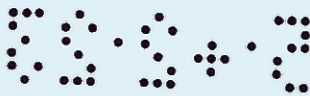
THIS AGREEMENT DOES NOT AMEND ANY LEASE OR OPERATING AGREEMENT BETWEEN THE INTEREST OWNERS AND THE LESSEE OR OPERATOR OR ANY OTHER CONTRACTS FOR THE PURCHASE OF GAS.

The following provisions apply to each interest owner ("**Owner**") who executes this Division Order:

TERMS OF SALE: The undersigned will be paid in accordance with the division of interests set out above. The payor shall pay all parties at the price agreed to by the operator.

PAYMENT: From the effective date, payment is to be made monthly by payor's check, based on this division of interest, for gas run during the preceding calendar month from the property listed above, less taxes required by law to be deducted and remitted by payor as purchaser. Payments of less than \$100 may be accrued before disbursement until the total amount equals \$100 or more, or until 12 months' proceeds accumulate, whichever occurs first. However, the payor may hold accumulated proceeds of less than \$10 until production ceases or the payor's responsibility for making payment for production ceases, whichever occurs first. Payee agrees to refund to payor any amounts attributable to an interest or part of an interest that payee does not own.

INDEMNITY: The Owner agrees to indemnify and hold payor harmless from all liability resulting from payments made to the Owner in accordance with such division of interest, including but not



ALCHEMIST ENERGY

limited to attorney fees or judgments in connection with any suit that affects the Owner's interest to which payor is made a party.

DISPUTE; WITHHOLDING OF FUNDS: If a suit is filed that affects the interest of the Owner, written notice shall be given to payor by the Owner together with a copy of the complaint or petition filed.

In the event of a claim or dispute that affects title to the division of interest credited herein, payor is authorized to withhold payments accruing to such interest, without interest unless otherwise required by applicable statute, until the claim or dispute is settled.

TERMINATION: Termination of this Division Order is effective on the first day of the month that begins after the 30th day after the date written notice of termination is received by either party.

NOTICES: The Owner agrees to notify payor in writing of any change in the division of interest, including changes of interest contingent on payment of money or expiration of time.

No change of interest is binding on payor until the recorded copy of the instrument of change or documents satisfactorily evidencing such change are furnished to payor at the time the change occurs.

Any change of interest shall be made effective on the first day of the month following receipt of such notice by payor.

Any correspondence regarding this Division shall be furnished to the addresses listed unless otherwise advised by either party.

In addition to the legal rights provided by the terms and provisions of this division order, an Owner may have certain statutory rights under the laws of this state.

Witness Signature:

By: _____

Printed Name: _____

Owner Signature:

By: _____

Printed Name: _____

Title: _____

Address: _____

TID/SS: _____

Phone: _____

Email: _____

Failure to furnish your Social Security/Tax I.D. number will result in withholding tax in accordance with federal law, and any tax withheld will not be refundable by payor.



INSTRUCTIONS TO INTEREST OWNERS

Alchemist Energy has enclosed a Gas Division Order for your execution. Please note that you will receive a separate Division Order from Energy Transfer as to your oil production. If you are receiving this form, we are the operators of your properties.

The attached document should not be altered in any way, except to correct spelling errors, unless accompanied by documentary evidence to support the change.

If your name and interest are correctly shown:

1. Sign your name as shown on the Gas Division Order.
2. Have your signature witnessed by a competent witness.
3. If your name has changed due to marriage or divorce, execute the Gas Division Order using your present name and furnish a copy of the marriage certificate or divorce decree.
4. If signing for a corporation, signatures must be attested, corporate seal fixed, and title of signatory party reflected.
5. If signed by agent, attorney-in-fact, guardian, or any party other than the named interest owner, a certified copy of the power of attorney or other evidence of such party's right to sign must be furnished.
6. Gas Division Orders for partnerships must be executed by all partners or by an authorized partner. A certified copy of the instrument giving said partner's authority to sign must be furnished.
7. Your correct mailing address should be noted in the space provided to insure prompt receipt of production proceeds. Hereafter a change of mailing address must be submitted in writing by you and will not be accepted over the phone. If someone is signing on your behalf, a copy of the power of attorney supporting their authorization or other evidence of such party's right to sign must be submitted with the request for the change of mailing address.
8. Complete and execute the enclosed W-9.
9. **Upon completion of the above steps, the Gas Division Order and W-9, should be returned to:**

**ALCHEMIST ENERGY, LLC
511 E. JOHN CARPENTER, FWY, SUITE 300
IRVING, TEXAS 75062**

**OWNER RELATIONS
Phone: 469-225-0213
Email: land@alchemist.energy**

10. If you have any questions regarding the enclosed Gas Division Order or W-9, please contact Alchemist Energy at the phone number or email address listed above.
11. Change of address forms, change of ownership instructions and additional W-9 forms can be found on the Alchemist Energy website (www.alchemist.energy) under the Owner Relations tab.



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

May 26, 2023

Alchemist Energy, LLC
Attn: Division Order Analyst
511 E. John Carpenter Fwy, Suite 300
Irving, TX 75062

Re: State Lease No. MF114771 Atlanta 73 Unit 72H and 73H Unit 5477

Dear Sir/Madam:

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 placed on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Zamora
Landman, Energy Resources
512-475-0428
512-475-1404 (fax)
vivian.zamora@glo.texas.gov

File No. MF114771

Count: _____

Division Order

Date Filed: 5/26/2023

Commissioner Dawn Buckingham, M.D.

By: VR



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

June 27, 2023

Araceli Villanueva
Gray Reed
1601 Elm St., Ste 4600
Dallas, TX 75201

Re: Assignment ID # 11326 – MF114771 (Unit 5477) Atlanta 73 Unit
Ward County

Dear Ms. Villanueva:

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

Assignment and Bill of Sale, effective December 1, 2022, from Alchemist Energy LeaseCo, LP, Assignor to Barnwell Texas, LLC, Assignee. Filed of record under Doc# 2022-4824.

Filing fees in the amount of \$50.00 were received on the referenced assignment.

Please feel free to contact me at (512) 590-9600 or email carl.bonn@glo.texas.gov if you have further questions.

Best Regards,

Carl Bonn, CPL
Mineral Leasing-Energy Resources



MF 114771
Unit 5477
Atlanta 73 Unit

March 8, 2023

VIA FEDERAL EXPRESS: 7715-1276-2051

Texas General Land Office
Attn: Energy Resources
P.O. Box 12873
Austin, Texas 78711-2873

Assign # 11326

Re: Assignment and Bill of Sale

Loving & Ward County

To Whom it May Concern:

Enclosed is a certified copy of the Assignment and Bill of Sale from Alchemist Energy LeaseCo, LP, as Assignor, to Barnwell Texas, LLC, as Assignee, for filing with the TGLO.

Enclosed is a check in the amount of \$50.00 to cover the filing fee and late fee.

Thank you for your assistance. If you have any questions, please do not hesitate to contact me.

Very truly yours,

/s/ Araceli Villanueva
Araceli Villanueva

/av
Enclosures
Assignment and Bill of Sale
TGLO Assignment Summary
Check for \$50.00

✓ 6/27/23 Tiffany Taylor
(469) 320-6206

23705158

Confirmed
Unit

6/21/23 LM Araceli Villanueva

FROST
www.frostbank.com

12991

GRAY REED & MCGRAW LLP
OPERATING-HOUSTON
1300 POST OAK BLVD STE 2000
HOUSTON, TX 77056

23705158

Date: February 24, 2023

30-9/1140

433

CHECK ARMOR
TRADE PROTECTION

PAY TO THE
ORDER OF

Texas General Land Office

\$

50.00

Pay: Fifty and 00/100

DOLLARS

Texas General Land Office
PO Box 12873
Austin, TX 78711-2873



Olga R. Alvarez

AUTHORIZED SIGNATURE

MEMO

121

⑈012991⑈



Mail to: Texas General Land Office
Attn: Energy Resources
P.O. 12873
Austin, Texas 78711-2873

Texas General Land Office
ASSIGNMENT SUMMARY

For General Land Office Use Only

DOCUMENT TYPE: (mark one):

Assignment

Deed of Trust

Merger/Name Change

DOCUMENT RECORDING INFORMATION: (Include all the counties covered by the properties listed below)

County	Volume	Page	Execution Date/Effective Date
Ward		2022-4824	12/11/2022
Loving		2022-2637	12/11/2022

ASSIGNMENT FEE: \$25 per State Lease (additional \$25 after 90 days)
INTEREST BEING CONVEYED: (mark one)

Working Interest:

Overriding Royalty Interest:

Other (explain):

Remarks:

FROM List all companies or individuals listed in this instrument who are transferring ownership interests, in whole or in part, in the leases shown below	TO List all companies or individuals listed in this instrument who are receiving ownership interests in the leases listed below	% GROSS WI OWNED BY ASSIGNOR	% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR
1. Alchemist Energy Lease Co. LP	Barnwell Texas, LLC	97.31418%	22.31418%	75.0%
2.				
3.				
4.				

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1. 284029	Loving/Ward	33	73	All	Subsurface interval of 7,800' to 11,550'
2.					
3.					
4.					



Preparer's Signature

Brittany Blakey

Name (please print)

bblakey@gayreed.com

E-Mail Address

214. 801. 8676

Telephone Number

Authorized Agent

Title

2/24/2023

Date

I am an authorized representative of the lessee(s) under the State of Texas leases identified herein and represent and certify to the Commissioner of the General Land Office that the information provided on this form is true and correct.

Barnwell Texas, LLC

Company Name

1100 Alakea Street

Mailing Address

Suite 500

Honolulu, Hawaii 96813

City/State/Zip

ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS

COUNTIES OF LOVING AND WARD

§
§
§

ID 11326

MF 114771

c/f 12-1-22

THIS ASSIGNMENT, BILL OF SALE, & CONVEYANCE (this "*Assignment*") dated December 1, 2022, but to be effective as of the Effective Time (defined below), is made and executed by and between Alchemist Energy LeaseCo, LP ("*Assignor*"), and Barnwell Texas, LLC ("*Assignee*").

ARTICLE 1

ASSIGNMENT AND CONVEYANCE

Section 1.1 Assignment. Assignor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby, as of the Effective Time, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER, subject to the terms hereof and any and all exceptions and reservations by Assignor herein, unto Assignee, its successors and assigns the following (and excluding the Excluded Assets) (the "*Assets*"):

(a) 22.31618% (the "*Assigned Interest*") of Assignor's interest in the oil and gas leases set forth on Exhibit A-1 (the "*Leases*") acquired pursuant to that certain term assignment dated effective October 4, 2022 between Assignor and Callon (Permian) LLC, a memorandum of which is recorded in Instrument No. 2022-2317 in Loving County, Texas and Instrument No. 2022-4087 in Ward County, Texas (the "*Term Assignment*");

(b) All contracts capable of being assigned, including, without limitation, those set forth on Exhibit A-2 to the extent of the Assigned Interest in the Leases conveyed herein, including, but not limited to, any applicable agreements pooling agreements applicable to the Assigned Interest in the Leases;

(c) Assignor's unitization, pooling and communization agreements, declarations, orders, and the units created, properties, warranties or interests relating to, or necessary in connection with, the ownership and operation of the Leases, including, without limitation, to the extent of the Assigned Interest, any easements, rights-of-way or other similar rights; and

(d) Copies of the files, records, and data related to the Leases, whether physically or electronically stored, including, but not limited to, copies of all land, lease, well and production files and other related agreements, and title records (including abstracts of title, title opinions, ownership reports, and title curative documents) that Assignor has in its possession (the "*Records*").

TO HAVE AND TO HOLD said rights, privileges and Assets unto Assignee and its successors and assigns.

ARTICLE 2

WARRANTY

Section 2.1 SPECIAL WARRANTY. Assignor agrees to warrant and defend title to the Leases and Wells (subject to any reservations, limitations or depth restrictions described on Exhibit A-1, if any) unto Assignee against every person whomsoever claims the same or any part thereof by, through or under Assignor, but not otherwise.

ARTICLE 3

RESERVATION

Section 3.1 Excluded Assets. Notwithstanding anything herein to the contrary, the Assets shall not include, and Assignor does not intend to assign, any interest in the Excluded Assets (as hereinafter defined). Assignor reserve unto itself, its successors and assigns, all Excluded Assets. As used herein, "*Excluded Assets*" means (i) any right, title and interest that Assignor may have in and to the Leases that was acquired other than through the Term Assignment, including, without limitation, any non-consent interest acquired by virtue of that certain joint operating agreement dated

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DENISE VALLES COUNTY CLERK



WARD COUNTY TX

By B. Chiles Deputy

June 9, 2011 covering the Leases (the "JOA"); (ii) all right, title and interest in the wellbore for the Atlanta #2H Well API # 42475358270000, and (iii) any right, title and interest that Assignor may have in the existing wells drilled upon and presently producing from the Assets ("Existing Wells") as of December 1, 2022, along with the equipment and appurtenances and all present and future production from said wells, together with the right to sell such production under existing gas purchase contracts applicable thereto shall be specifically excluded from this Assignment and shall belong to Assignor.

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Further Assurances. Assignor agrees to execute and deliver to Assignee, from time to time, all such other and additional documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignee the rights and interests conveyed to Assignee hereby or intended so to be.

Section 4.2 Other Forms. Separate governmental form assignments of the assigned Assets may be executed on officially approved forms by Assignor and Assignee, in sufficient counterparts to satisfy statutory and regulatory requirements. Those assignments shall be deemed to contain all of the terms hereof. The interests conveyed by such separate assignments are the same, and not in addition to, the assigned Assets conveyed herein.

Section 4.3 Exhibits. All Exhibits that are referred to herein are hereby made part of this Assignment and incorporated herein by such reference. References in such Exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the assigned Assets are located.

Section 4.4 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflicts of law rule or principle that might refer construction of such provisions to the laws of another jurisdiction.

Section 4.5 Counterparts. This Assignment may be executed in several counterparts, all of which are identical except that, to facilitate recordation, certain counterparts hereof may include only that portion of the exhibits which contain descriptions of the properties located in (or otherwise subject to the recording or filing requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of the exhibits shall be included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Assignment containing the entire exhibits have been retained by Assignor and Assignee.

Section 4.6 Successors and Assigns. This Assignment shall be a covenant that runs with the land and all provisions hereof shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Section 4.7 Captions. The headings in this Assignment are for the convenience of reference only and shall not be deemed to alter or affect any provision hereof. References in this Assignment to articles, sections and exhibits are to articles, sections and exhibits of this Assignment unless otherwise specified.

Section 4.8 Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof such provision shall be fully severable; this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised apart hereof, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment.

Section 4.9 Purchase and Sale Agreement. This Assignment is being executed pursuant to and is made subject to the terms of that certain Letter Agreement re: Assignment of Leasehold Interests dated effective December 1, 2022, by and between Assignor and Assignee (the "Letter Agreement"). If there is any conflict between the terms of this Assignment and the terms of the Letter Agreement, the Letter Agreement shall control in all respects and shall not merge into the terms of this Assignment. Any capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them in the Letter Agreement.

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WARD COUNTY TX

By B. Alia Deputy

Section 4.10 Effective Time. This Assignment is effective as of December 1, 2022 at 7:00 AM, (Central Time) (the "Effective Time").

[SIGNATURE PAGE FOLLOWS]

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WARD COUNTY TX

By B. Chis Deputy

IN WITNESS WHEREOF, this Assignment has been executed and delivered by each party hereto on the date of its acknowledgement, but for all purposes hereunder effective as of the Effective Time.

ASSIGNOR

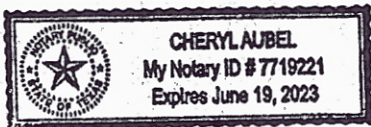
ALCHEMIST ENERGY LEASECO, LP
BY: ALCHEMIST ENERGY LEASECO GP, LLC,
ITS GENERAL PARTNER

By: [Signature]
Name: Billy Hanes
Title: SVP & General Counsel

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on 12 12, 2022, by Billy Hanes, SVP of ALCHEMIST ENERGY LEASECO, LP on behalf of said entity.



Cherylaubel
Notary Public, State of Texas
My commission expires: 6-19-23

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[SIGNATURE PAGE(S) TO ASSIGNMENT AND BILL OF SALE]

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WARD COUNTY TX

By [Signature] Deputy

IN WITNESS WHEREOF, this Assignment has been executed and delivered by each party hereto on the date of its acknowledgement, but for all purposes hereunder effective as of the Effective Time.

ASSIGNEE

BARNWELL TEXAS, LLC

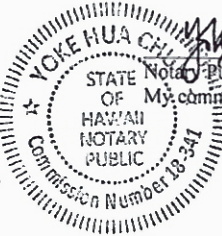
By: *Alexander C. Kinzler*
Name: Alexander C. Kinzler
Title: CEO & President

ACKNOWLEDGEMENT

STATE OF HAWAII §
City and §
COUNTY OF Honolulu §

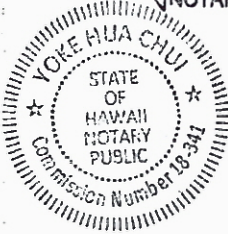
On December 22, 2022, before me appeared Alexander C. Kinzler to me personally known, who, being by me duly sworn (or affirmed), did say that the person is the CEO and President of BARNWELL TEXAS, LLC, and that the instrument was signed on behalf of the limited liability company, and said person acknowledged the instrument to be the free act and deed of the limited liability company.

Doc. Date: 12/1/22 # Pages: 7
Name: Yoke Hua Chui First Circuit
Doc. Description: Assignment and bill
of sale
Yoke Hua Chui 12/12/22
Notary Signature Date



Yoke Hua Chui

Notary Public, State of ~~Texas~~ Hawaii
My commission expires: 6/24/2026



NOTARY CERTIFICATION

4895-0839-7890.1

[SIGNATURE PAGE(S) TO ASSIGNMENT, BILL OF SALE, & CONVEYANCE]

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WARD COUNTY TX

By *B. Chui* Deputy

EXHIBIT A-2

THE CONTRACTS

1. Joint Operating Agreement dated June 9, 2011 between Devon Energy Production Company, L.P., as Operator, and Energen Resources Corporation, as Non-Operator.
2. That certain Transfer of ORRI Leases and Certain Obligations Under Side Letter Agreement dated July 20, 2021 by and between Callon (Permian) LLC, Callon (Eagle Ford) LLC, and Callon Petroleum Operating Company, (collectively, "Callon") and Chambers Minerals, LLC ("Kimmeridge").
3. Enterprise Connection Agreement dated December 1, 2011 by and between Devon Energy Production Company, LP and Enterprise Crude Pipeline, LLC.
4. Enterprise Trucking Agreement dated March 6, 2018, by and between Devon Energy Production Company, LP and Enterprise Crude Oil LLC.
5. Water Services Agreement dated October 28, 2021, by and between Layne Water Midstream, LLC, Callon (Permian) LLC, and Riptide Midstream, LLC.
6. Gas Purchase Contract, as amended, dated June 1, 2012 by and between ETC Texas Pipeline, Ltd. ("ETC") as successor in interest by merger to ETC Field Services LLC formerly Regency Field Services LLC, successor-in-interest to Southern Union Gas Services, Ltd., Callon (Permian) LLC, ("Callon") as successor in interest to Devon Energy Production Company, L.P.

[EXHIBIT B TO ASSIGNMENT AND BILL OF SALE]

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WARD COUNTY TX

By B. Chubb Deputy



EXHIBIT A-1

THE LEASES

Agreement: Paid-Up Oil and Gas Lease

Date: May 21, 2019

Original Lessor: Carrizo (Permian) Minerals LLC

Original Lessee: Carrizo (Permian) LLC

Recording Information: Ward County, Texas - Document # 2019-4482; Loving County, Texas - Instrument Number 2019-2510

Lands and Depths Covered: Insofar and only insofar as the lease covers the following lands and depths:

County	Unit/Name	Legal Description of Lands	Depths Covered
Loving	Atlanta 73	H&TC RR CO BLK 33 SEC 73	Limited to rights from the subsurface interval of 7,860 feet (top of the Bone Spring Lime Formation) down to 11,550 feet (600 feet below the top of the Wolfcamp Formation) appearing on the Schlumberger Density/Neutron log for the Vermejo 58-1 Well (API 42-301-31248) logged on February 7, 2006, Loving County, Texas
Ward	Atlanta 73	H&TC RR CO BLK 33 SEC 73	Limited to rights from the subsurface interval of 7,860 feet (top of the Bone Spring Lime Formation) down to 11,550 feet (600 feet below the top of the Wolfcamp Formation) appearing on the Schlumberger Density/Neutron log for the Vermejo 58-1 Well (API 42-301-31248) logged on February 7, 2006, Loving County, Texas

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[EXHIBIT A TO ASSIGNMENT AND BILL OF SALE]

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DENISE VALLES COUNTY CLERK

WARD COUNTY TX

By B. Chas Deputy



FILED FOR RECORD
DENISE VALLES - COUNTY CLERK
WARD COUNTY, TEXAS

INST NO:2022-4824

FILED ON: DECEMBER 16, 2022 AT 1:48pm
THE INSTRUMENT CONTAINED 8 PAGES AT FILING

THE STATE OF TEXAS
COUNTY OF WARD

I, Denise Valles, Clerk County Court in and
for said county hereby do certify that the
foregoing instrument was filed for record in
my office on the 16th day of December 2022 at
1:48 PM and duly recorded on that date, in
the Official Public Records of said county.

Instrument # 2022-4824, 8 Pages
Denise Valles, County Clerk

A CERTIFIED COPY: PG 8 OF 8

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DENISE VALLES COUNTY CLERK



WARD COUNTY TX

By B. Childress Deputy

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

The above and foregoing is a full, true and correct photographic copy of the
original record now in my lawful custody and possession, as the same is
filed/recorded in the OPR records of my office, found in

VOL. - PAGE - NO 2022-4824

I hereby certify on February 28, 2023

DENISE VALLES, COUNTY CLERK
WARD COUNTY, TEXAS

By Barbara Childress DEPUTY
Barbara Childress

17

File No. MF 114771
W/11 # 11326 County
Achenit (to) Barnwell
Date Filed: 6/27/23
Commissioner Dawn Buckingham, M.D.
By: C B