

#8641
#00518
1N+ 13218

State Lease	Control	Base File	County
MF115422	07-108578	131773	REEVES

Survey	T & P RY CO	
Block	57	
Block Name		
Township	1-S	
Section/Tract	48	
Land Part	N/2 SAE SW/4NE/4NE/4 & NE/4NE/4NW/4	
Part Description		
Acres	300	
Depth Below	Depth Above	Depth Other

Leasing:
Analyst:
Maps:
GIS:
DocuShare:

Name	GP II ENERGY INC
Lease Date	5/1/2013
Primary Term	5 yrs
Bonus (\$)	\$225,000.00
Rental (\$)	\$0.00
Lease Royalty	0.1250



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.

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Archives and Records Staff

CONTENTS OF FILE NO. M- 115422

1. RAL Review Sheet	5/27/13	20. Recon Billing	12/27/2021
2. Lease	8/6/13	Scanned	W 12.28.2021
3. Cover Letter @ Bonus @ Fees	8/6/13	21. Production Sharing Agreement	
4. Final Letter	8/27/13	#00518	6/11/23
5. Assignment #9054, GP II Energy to OGX Production	1-21-14	Scanned	WM 6.6.2023
500 PPT 105854 #114 for Assignment #114		22. Comm 3 Gas Lift	2/15/23 7/10/23
Scanned	W 11.7.2014	23. Comm 3 Gas Lift	7/10/23 7/10/23
6. Assign #9573 OGX et al to Anadarko	4-21-16	Scanned	PT 7-13-2023
7. Rentals - 4 th yr	4/20/16	24. Recorded & Certified Copies PSA 00518 Bowhawk State	
Scanned	PT 7-25-16	57-2-1-37 Wells	8/30/23
8. Ltr. From Anadarko	11/21/17	Scanned	SM 08/30/2023
9. Ltr. to Anadarko	11/30/17	25. INut 13218	1/16/24
10. Pooling Agrmt. Packet # 8641		(26) Commingling 3 Gas Lift Apprvl	1/24/24 2/21/24
Bow Fin State 57-1-48 Unit	11/30/17	Scanned	SM 03/06/2024
Scanned	PT 1-5-2018	(See MF112814, #24, 08-10095 Comm Apprvl)	
11. Surface damage Payment	8/2/18	Scanned	WM 6-10-2024
12. Division Order	8-24-18	27. well bore assignment	
Scanned	PT 9-19-2018	Scanned	SM 06/27/2024
13. Drilling Perm. API 389-37327 Unit 8641	1/11/19		
14. Drilling Perm. API 389-37399 Unit 8641	1/11/19		
15. Drilling Perm. API 389-37401 Unit 8641	1/11/19		
16. Notice of Intent to Spud Unit 8641	1/11/19		
Scanned	PT 2-1-2019		
17. Reconciliation Billing	10/7/19		
Scanned	SM 10/17/2019		
18. Surface Damage Pmt	9-24-2021		
19. Surface Damage Pmt	9-24-2021		
Scanned	SM 10/13/2021		

RAL REVIEW SHEET

Transaction # 7790

Lessor: Red Bluff

Lessee: GP II Energy

Geologist:

Lease Date: 5/1/2013

UL ☐

Gross Acres: 300

Net Acres: 300

LEASE DESCRIPTION

County	PIN#	Base File No	Part	Sec.	Block	Twp	Survey	Abst#
REEVES	07-108578	131773	N/2 Save 4 Except see Below	48	57	01S	T & P RY CO	4241

TERMS OFFERED

Primary Term:

Bonus/Acre:

Rental/Acre:

Royalty:

TERMS RECOMMENDED

Primary Term:

Bonus/Acre:

Rental/Acre:

Royalty:

COMPARISONS

MF #	Lessee	Date	Term	Bonus/Ac.	Rental/Ac.	Royalty	Distance
MF111147	Devon Energy Production Compa	3/1/2010	5 years	\$1,050.00	\$1.00	1/4	Last Lease

Comments: Paid Up 2nd & 3rd Yr - 4th yr \$1500.00 per ac. Pays up 5th yr. Save and except SW/4NE/4NE/4 and NE/4NE/4NW/4.

Approved: SR 5.27.13

RELINQUISHMENT ACT LEASE APPLICATION

Texas General Land Office

Jerry Patterson, Commissioner

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

DATE: 28-May-13

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

Applicant:	GP II Energy	County:	REEVES
Prim. Term:	5 years	Bonus/Acre	\$1,500.00
Royalty:	1/4	Rental/Acre	\$0.00

Consideration

Recommended: RJA Date: 6/05/13

Not Recommended: _____

Comments: Paid Up 2nd & 3rd Yr - 4th yr \$1500.00 per ac. Pays up 5th yr. Save and except SW/4NE/4NE/4 and NE/4NE/4NW/4.

Lease Form

Recommended: RJA Date: 6/05/13

Not Recommended: _____

Comments: _____

Louis Renaud, Deputy Commissioner Date: 6-10-13

Recommended: CLR

Not Recommended: _____

Bill Warnick, General Counsel Date: 6/17/13

Recommended: WFW

Not Recommended: _____

Larry Laine, Chief Clerk Date: 6/21/13

Approved: [Signature]

Not Approved: _____

Jerry Patterson, Commissioner Date: 6/24/13

Approved: [Signature]

Not Approved: _____

RAL REVIEW SHEET

Transaction # 7790

Lessor: Red Bluff

Lessee: GP II Energy

Geologist:

Lease Date: 5/1/2013

UL ☐

Gross Acres: 300

Net Acres: 300

LEASE DESCRIPTION

County	PIN#	Base File No	Part	Sec.	Block	Twp	Survey	Abst#
REEVES	07-108578	131773	N/2	48	57	01S	T & P RY CO	4241

TERMS OFFERED

Primary Term: 5 yr

Bonus/Acre: \$1,050.00

Rental/Acre: \$0.00

Royalty: 1/4

TERMS RECOMMENDED

Primary Term

Bonus/Acre

Rental/Acre

Royalty

Handwritten notes:

ASK OFFER
Per in US

ASK \$1500.00

COMPARISONS

MF #	Lessee	Date	Term	Bonus/Ac.	Rental/Ac.	Royalty	Distance
							Last Lease

Comments: paid Up 2nd & 3rd Yr - 4th yr \$1050.00 per ac. Pays up 5th yr.

Approved: _____

File No. 115422

RAL Review Sheet

Date Filed: 5/27/13

Jerry E. Patterson, Commissioner

By GH

The State of Texas



Austin, Texas

OIL AND GAS LEASE

THIS AGREEMENT is made and entered into this 1st day of May, 2013, between the State of Texas, acting

by and through its agent, Red Bluff Water Power Control District

of 111 West Second Street, Pecos, Texas 79772

(Give Permanent Address)

said agent herein referred to as the owner of the soil (whether one or more), and GP II Energy, Inc.

of 113 Corporate Drive, Midland, Texas 79705

(Give Permanent Address)

hereinafter called Lessee.

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

Block 57, Township 1, T&P RR Company Survey

Section 48: 300 acres out of the N/2, being all of the N/2, save and except the SW/4NE/4NE/4 and the NE/4NE/4NW/4:

containing 300 acres, more or less. The bonus consideration paid for this lease is as follows:

To the State of Texas: Two Hundred Twenty Five Thousand

Dollars (\$225,000.00)

To the owner of the soil: Two Hundred Twenty Five Thousand

Dollars (\$225,000.00)

Total bonus consideration: Four Hundred Fifty Thousand

Dollars (\$450,000.00)

The total bonus consideration paid represents a bonus of One Thousand Five Hundred

Dollars (\$1,500.00) per acre, on 300 net acres.

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

(B) PERMITS, DRILLING RECORDS. Written notice of all operations on this lease shall be submitted to the Commissioner of the General Land Office by Lessee or operator five (5) days before spud date, workover, re-entry, temporary abandonment or plug and abandonment of any well or wells. Such written notice to the General Land Office shall include copies of Railroad Commission forms for application to drill. Copies of well tests, completion reports and plugging reports shall be supplied to the General Land Office at the time they are filed with the Texas Railroad Commission. All applications, permits, reports or other filings that reference this lease or any specific well on the leased premises and that are submitted to the Texas



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Railroad Commission or any other governmental agency shall include the word "State" in the title. Additionally, in accordance with Railroad Commission rules, any signage on the leased premises for the purpose of identifying wells, tank batteries or other associated improvements to the land must also include the word "State." Lessee shall supply the General Land Office with any records, memoranda, accounts, reports, cuttings and cores, or other information relative to the operation of the above-described premises, which may be requested by the General Land Office, in addition to those herein expressly provided for. Lessee shall have an electrical and/or radioactivity survey made on the bore-hole section, from the base of the surface casing to the total depth of well, of all wells drilled on the above described premises and shall transmit a true copy of the log of each survey on each well to the General Land Office within fifteen (15) days after the making of said survey.

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

11. DRY HOLE/CESSATION OF PRODUCTION DURING PRIMARY TERM. If, during the primary term hereof and prior to discovery and production of oil or gas on said land, Lessee should drill a dry hole or holes thereon, or if during the primary term hereof and after the discovery and actual production of oil or gas from the leased premises such production thereof should cease from any cause, this lease shall not terminate if on or before the expiration of sixty (60) days from date of completion of said dry hole or cessation of production Lessee commences additional drilling or reworking operations thereon, or pays or tenders the next annual delay rental in the same manner as provided in this lease. If, during the last year of the primary term or within sixty (60) days prior thereto, a dry hole be completed and abandoned, or the production of oil or gas should cease for any cause, Lessee's rights shall remain in full force and effect without further operations until the expiration of the primary term; and if Lessee has not resumed production in paying quantities at the expiration of the primary term, Lessee may maintain this lease by conducting additional drilling or reworking operations pursuant to Paragraph 13, using the expiration of the primary term as the date of cessation of production under Paragraph 13. Should the first well or any subsequent well drilled on the above described land be completed as a shut-in oil or gas well within the primary term hereof, Lessee may resume payment of the annual rental in the same manner as provided herein on or before the rental paying date following the expiration of sixty (60) days from the date of completion of such shut-in oil or gas well and upon the failure to make such payment, this lease shall ipso facto terminate. If at the expiration of the primary term or any time thereafter a shut-in oil or gas well is located on the leased premises, payments may be made in accordance with the shut-in provisions hereof.

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

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

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

15. COMPENSATORY ROYALTIES. If, during the period the lease is kept in effect by payment of the shut-in oil or gas royalty, oil or gas is sold and delivered in paying quantities from a well located within one thousand (1,000) feet of the leased premises and completed in the same producing reservoir, or in any case in which drainage is occurring, the right to continue to maintain the lease by paying the shut-in oil or gas royalty shall cease, but the lease shall remain effective for the remainder of the year for which the royalty has been paid. The Lessee may maintain the lease for four more successive years by Lessee paying compensatory royalty at the royalty rate provided in the lease of the market value of production from the well causing the drainage or which is completed in the same producing reservoir and within one thousand (1,000) feet of the leased premises. The compensatory royalty is to be paid monthly, one-half (1/2) to the Commissioner of the General Land Office and one-half (1/2) to the owner of the soil, beginning on or before the last day of the month following the month in which the oil or gas is produced from the well causing the drainage or that is completed in the same producing reservoir and located within one thousand (1,000) feet of the leased premises. If the compensatory royalty paid in any 12-month period is an amount less than the annual shut-in oil or gas royalty, Lessee shall pay an amount equal to the difference within thirty (30) days from the end of the



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12-month period. Compensatory royalty payments which are not timely paid will accrue penalty and interest in accordance with Paragraph 9 of this lease. None of these provisions will relieve Lessee of the obligation of reasonable development nor the obligation to drill offset wells as provided in Texas Natural Resources Code 52.173; however, at the determination of the Commissioner, and with the Commissioner's written approval, the payment of compensatory royalties can satisfy the obligation to drill offset wells.

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

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

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

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

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

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

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

20. (A) PROPORTIONATE REDUCTION CLAUSE. If the owner of the soil owns less than the entire undivided surface estate in the above described land, whether or not Lessee's interest is specified herein, then the royalties and rental herein provided to be paid to the owner of the soil shall be paid to him in the proportion which his interest bears to the entire undivided surface estate and the royalties and rental herein provided to be paid to the Commissioner of the General Land Office of the State of Texas shall be likewise proportionately reduced. However, before Lessee adjusts the



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royalty or rental due to the Commissioner of the General Land Office, Lessee or his authorized representative must submit to the Commissioner of the General Land Office a written statement which explains the discrepancy between the interest purportedly leased under this lease and the actual interest owned by the owner of the soil. The Commissioner of the General Land Office shall be paid the value of the whole production allocable to any undivided interest not covered by a lease, less the proportionate development and production cost allocable to such undivided interest. However, in no event shall the Commissioner of the General Land Office receive as a royalty on the gross production allocable to the undivided interest not leased an amount less than the value of one-sixteenth (1/16) of such gross production.

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

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

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

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

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

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

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

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

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

- (1) a nominee of the owner of the soil;
- (2) a corporation or subsidiary in which the owner of the soil is a principal stockholder or is an employee of such a corporation or subsidiary;
- (3) a partnership in which the owner of the soil is a partner or is an employee of such a partnership;
- (4) a principal stockholder or employee of the corporation which is the owner of the soil;



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- (5) a partner or employee in a partnership which is the owner of the soil;
(6) a fiduciary for the owner of the soil; including but not limited to a guardian, trustee, executor, administrator, receiver, or conservator for the owner of the soil; or
(7) a family member of the owner of the soil or related to the owner of the soil by marriage, blood, or adoption.

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

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

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

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

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

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

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

35. INDEMNITY. Lessee hereby releases and discharges the State of Texas and the owner of the soil, their officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns, of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees, and agents arising out of, incidental to, or resulting from, the operations of or for Lessee on the leased premises hereunder, or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees and agents, their successors or assigns, against any and all claims, liabilities, losses, damages, actions, personal injury (including death), costs and expenses, or other harm for which recovery of damages



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is sought, under any theory including tort, contract, or strict liability, including attorneys' fees and other legal expenses, including those related to environmental hazards, on the leased premises or in any way related to Lessee's failure to comply with any and all environmental laws; those arising from or in any way related to Lessee's operations or any other of Lessee's activities on the leased premises; those arising from Lessee's use of the surface of the leased premises; and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Agreement or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees, and their respective successors and assigns. Each assignee of this Agreement, or an interest therein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the State of Texas and the owner of the soil, their officers, employees, and agents in the same manner provided above in connection with the activities of Lessee, its officers, employees, and agents as described above. EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, ALL OF THE INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED UNDER THE TERMS OF THIS AGREEMENT SHALL BE WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (EXCLUDING PRE-EXISTING CONDITIONS), STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES (INCLUDING THE NEGLIGENCE OF THE INDEMNIFIED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE.

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

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

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

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

LESSEE: GP II ENERGY, INC.

BY: George P. Mitchell II
George P. Mitchell, II

Title: President

Date: May 1, 2013



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STATE OF TEXAS
RED BLUFF WATER POWER CONTROL DISTRICT



BY: Jay Lee, President
Individually and as agent for the State of Texas
Date: 5-14-13

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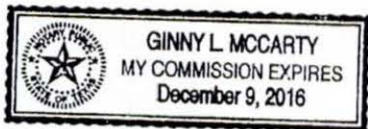
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STATE OF TEXAS
COUNTY OF MIDLAND

(CORPORATION ACKNOWLEDGMENT)

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

Given under my hand and seal of office this the 14th day of May, 2013.



Ginny L. McCarty
Notary Public in and for Midland Co, Tx

STATE OF _____
COUNTY OF _____

(CORPORATION ACKNOWLEDGMENT)

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

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

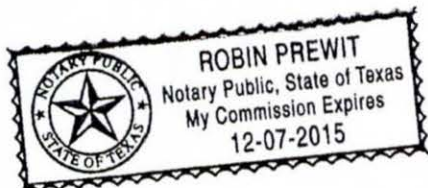
Notary Public in and for _____

STATE OF TEXAS
COUNTY OF REEVES

(INDIVIDUAL ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared Jay Lee, President of Red Bluff Water Power Control District, on
behalf of Red Bluff Water Power Control District
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office this the 14th day of May, 2013.



Robin Prewit
Notary Public in and for Reeves Co, Texas



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EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated May 1, 2013, between the State of Texas, acting by and through its agent, Red Bluff Water Power Control District, as Lessor, and GP II Energy, Inc., as Lessee, covering 300.00 acres of land in Reeves County, Texas.

A. Second and Third Year Rentals

Notwithstanding anything herein to the contrary, this is a paid-up lease as to the following rentals which are due for the second and third years, Lessee having paid in advance these delay rentals accruing or payable by Lessee under this lease. Lessor hereby acknowledges receipt of payment in advance of delay rentals for the second and third years in the following amounts, which represent delay rentals in the amount of One dollar (\$ 1.00) per net mineral acre covered by the lease for the second and third years of the primary term:

To the State of Texas: Three hundred dollars (\$300.00)

To the Owner of the Soil: Three hundred dollars (\$300.00)

Total Paid-Up Rentals for
the Second and Third Years: Six hundred dollars (\$600.00)

B. Fourth and Fifth Year Rentals

A delay rental payment in the amount of One thousand fifty dollars (\$ 1,050.00) per net mineral acre covered by the lease shall be due and payable to Lessor on or before May 1, 2016, for the fourth and fifth year rentals, in the following amounts:

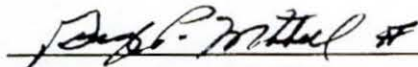
To the State of Texas: One fifty-seven thousand five hundred dollars (\$157,500.00)

To the Owner of the Soil: One fifty-seven thousand five hundred dollars (\$157,500.00)

Total Paid-Up Rentals for
the Second and Third Years: Three hundred fifteen thousand dollars (\$315,000.00)

Signed for Identification:

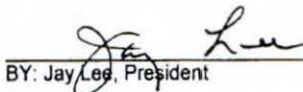
LESSEE: GP II ENERGY, INC.



BY: George P. Mitchell, II, President

Date: May 1, 2013

STATE OF TEXAS
RED BLUFF WATER POWER CONTROL DISTRICT



BY: Jay Lee, President

Individually and as agent for the State of Texas

Date: May 1, 2013



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EXHIBIT "B"

Attached to and made a part of that certain Oil and Gas Lease dated May 1, 2013, between the State of Texas, acting by and through its agent, Red Bluff Water Power Control District, as Lessor, and GP II Energy, Inc., as Lessee, covering 300.00 acres of land in Reeves County, Texas.

40.

If at the expiration of the primary term hereof, Lessee has drilled and completed a well either as a dry hole or as a producer, or Lessee is then drilling a test well thereon, this lease shall be and continue to remain in full force and effect for an additional period of time equal to the greater of (a) one hundred eighty (180) days after the expiration of the primary term, or (b) one hundred eighty (180) days from the date of the last well commenced during the primary term of this lease is completed, and if a well is commenced prior to the expiration of said additional period of time, for so long thereafter as Lessee conducts a continuous drilling program on the lands covered by this lease with no more than one hundred eighty (180) consecutive days elapsing between the completion of one well and the commencement of operations for the drilling or reworking of the next succeeding well. Upon the cessation of any such continuous drilling program, or if no such program has been implemented, Lessee shall release to Lessor all of the above described lands covered by this lease which are not then within a proration unit containing a well capable of producing oil or gas as designated or authorized by the Railroad Commission of Texas or its successor. Lessee shall release to Lessor all of those parts of the lands covered by this lease which are not then being held by production under the terms hereof. In other words, it is the intention of the parties hereto that after the termination of the continuous drilling program provided in this paragraph, that Lessee only hold this lease, insofar as each producing proration unit is concerned. The "completion date" of any well hereunder is hereby defined as the date of taking the official potential test for the Railroad Commission of Texas, or the date of plugging if the well is a dry hole.

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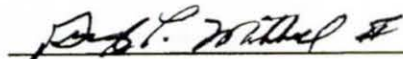
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Signed for Identification:

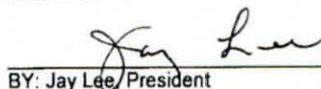
LESSEE: GP II ENERGY, INC.



BY: George P. Mitchell, II, President

Date: May 1, 2013

STATE OF TEXAS
RED BLUFF WATER POWER CONTROL DISTRICT



BY: Jay Lee, President

Individually and as agent for the State of Texas

Date: May 1, 2013



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

Exhibit "C"

EXCLUSION FOR DRILLING AREA

There is prohibited any surface or subsurface operations in the exclusion zone of 3,000 feet, lateral and/or vertical, from any portion of the Red Bluff dam embankment or the outlet work structures of the dam, including, but not limited to, no surface occupancy, no drilling, including horizontal drilling, and no oil, gas or produced water transmission pipelines. Any violation of this restriction will terminate this lease, ipso facto, as to the tract of land herein on or under which the violation occurs.

Nothing herein prohibits the Lessee from locating the drilling pad and vertical hole on lands that are not covered by this Oil and Gas Lease for the purpose of directional or horizontal drilling under the lands herein leased that are not in the exclusion zone.

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

Inst No. 13-04325
DIANNE O. FLOREZ

COUNTY CLERK

2013 Jun 20 at 09:12 AM

REEVES COUNTY TEXAS

By: VE [Signature], DEPUTY

File No. 115422

Lease

Date Filed: 8/6/13

Jerry E. Patterson, Commissioner

By GH

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

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office, found in VOL 1007, PAGE 178, THRU 190 OFFICIAL PUBLIC

RECORD I hereby certified on 07/30/2013



DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS
BY Norma Chavez DEPUTY
NORMA CHAVEZ



MF-115422

Cash Copy

}

EDWARD N ADCOCK
OIL AND GAS ACCOUNT
P.O. BOX 52307
MIDLAND, TX 79710-2307

13715110 127
37-65/1119 6065
6273315611

5/1/2013 Fecha
Date

Páguese a la orden de
Pay to the order of

Texas General Land Office \$ 25.00
Twenty Five and 00/100

Dólares
Dollars

Security Features
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WELLS FARGO Wells Fargo Bank, N.A.
Texas
wellsfargo.com

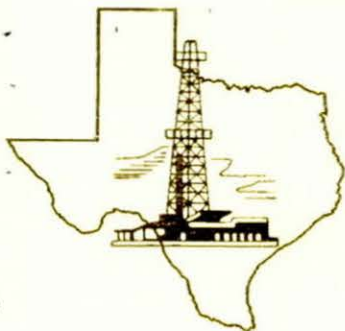
Para
For

REDBLUFF

Edna Clark MP

arland Clarke

LATIN LANDSCAPES



GP II ENERGY, INC.

Oil & Gas Exploration & Production

113 Corporate Drive • Midland, Texas 79705 • Phone 432-684-4748 • Fax 432-570-4748

August 1, 2013

Texas General Land Office
Attn: Drew Reid
1700 No. Congress Ave., Room 600
Austin, Texas 78701-1495

RE: Certified copy of O&G Lease
Red Bluff
Section 48: Block 57, T-2, T&P RR Co Survey
Reeves County, Texas

Drew:

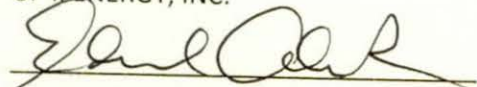
Attached is a certified copy of the Oil and Gas Lease with Red Bluff Water Power Control District.

I had already sent \$100 (5/6/2013) with approval copies. I am attaching a check for the additional \$25.00.

Hope this meets all of our requirements.

Thanks for everything.

GP II ENERGY, INC.

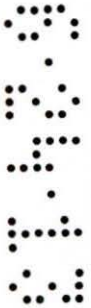

Edward Adcock

Land Manager

GP II ENERGY, INC.

INVOICE	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET
061913	06/19/13	LHC - RED BLUFF PURCHA Blk 57 Sec 48 Reeves Co	225,000.00		225,000.00

13712547



121

VENDOR 0000296 CHECK 26668 DATE 06/19/13

X 225,000.00

INVOICE	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET
061913	06/19/13	LHC - RED BLUFF PURCHA Blk 57 Sec 48 Reeves Co	225,000.00		225,000.00

13712547



121

VENDOR 0000296 CHECK 26668 DATE 06/19/13 X 225,000.00

WARNING: THE FACE OF THIS DOCUMENT HAS A COPY PROOF BACKGROUND ON WHITE PAPER AND A MICROPRINT SIGNATURE LINE

GP II ENERGY, INC.
113 CORPORATE DRIVE
MIDLAND, TX 79705
PH. 432-684-4748

COMMERCIAL STATE BANK
MIDLAND, TX 79702
88-2308/1123

13712547

***225,000 Dollars and No Cents

CHECK NO	CHECK DATE	CHECK AMOUNT
26668	06/19/13	*****225,000.00

TO
THE
ORDER
OF

TEXAS GENERAL LAND OFFICE
P. O. BOX 12873
AUSTIN TX 78711-2873

GP II ENERGY, INC.

Barry P. Mitchell, Jr.

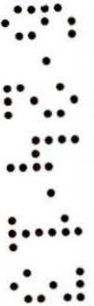
AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

GP II ENERGY, INC.

INVOICE	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET
RED BLUFF FILING FEE	06/19/13	LHC RED BLUFF PROSPEC Blk 57 Sec 48 Filing Fee	25.00		25.00

13712548



124

VENDOR 0000296 CHECK 26675 DATE 06/19/13

X 25.00

INVOICE	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET
RED BLUFF FILING FEE	06/19/13	LHC RED BLUFF PROSPEC Blk 57 Sec 48 Filing Fee	25.00		25.00

13712548



124

VENDOR 0000296 CHECK 26675 DATE 06/19/13 X 25.00

WARNING: THE FACE OF THIS DOCUMENT HAS A COPY PROOF BACKGROUND ON WHITE PAPER AND A MICROPRINT SIGNATURE LINE

GP II ENERGY, INC.
113 CORPORATE DRIVE
MIDLAND, TX 79705
PH. 432-684-4748

COMMERCIAL STATE BANK
MIDLAND, TX 79702
88-2308/1123

13712548

*** Twenty Five Dollars and No Cents

CHECK NO	CHECK DATE	CHECK AMOUNT
26675	06/19/13	*****25.00

TO
THE
ORDER
OF

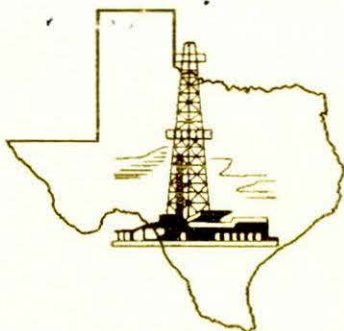
TEXAS GENERAL LAND OFFICE
P. O. BOX 12873
AUSTIN TX 78711-2873

GP II ENERGY, INC.

[Signature]

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK



GP II ENERGY, INC.

Oil & Gas Exploration & Production

113 Corporate Drive • Midland, Texas 79705 • Phone 432-684-4748 • Fax 432-570-4748

June 19, 2013

Texas General Land Office
Attn: Drew Reid
1700 No. Congress Ave., Room 600
Austin, Texas 78701-1495

RE: Oil and Gas Lease Consideration

1. Section 24: 20 acres out of SE corner
Block 57, T-2, T&P RR (W. Wilkinson)
2. Section 48: N/ 300 acres, Blk 57, T-1
T&P RR (Red Bluff Water Power)
3. Section 6: S/2S/2(160 acres)Blk 57, T-1
T&P RR (George E. Ramsey, III)
All in Reeves County, Texas

Dear Drew:

Attached are 3 checks as our agreed upon consideration for the above captioned Oil and Gas Leases. I have sent the respective owners of the soil their half share of the bonus consideration.

The checks are in the amount of \$20,000.00 for the Wilkinson lease, \$225,000.00 for the Red Bluff lease and \$80,000.00 for the Ramsey lease. I have also included 3 checks of \$25.00 each to cover filing fees on these leases.

I will send you a certified copy upon receipt of same from the County Clerk.

Thanks again for all the work generated on our behalf and if you have any questions, please feel free to call me at (432)684-4748, Ext. 27.

Sincerely,

GP II ENERGY, INC.

Edward N. Adcock
Land Manager



WARNING: THE FACE OF THIS DOCUMENT HAS A COPY PROOF BACKGROUND ON WHITE PAPER AND A MICROPRINT SIGNATURE LINE

GP II ENERGY, INC.

113 CORPORATE DRIVE
MIDLAND, TX 79705
PH. 432-684-4748

COMMERCIAL STATE BANK
MIDLAND, TX 79702
88-2308/1123

13710661

*** One Hundred Dollars and No Cents

26457

05/06/13

*****~~X~~100.00

TO
THE
ORDER
OF

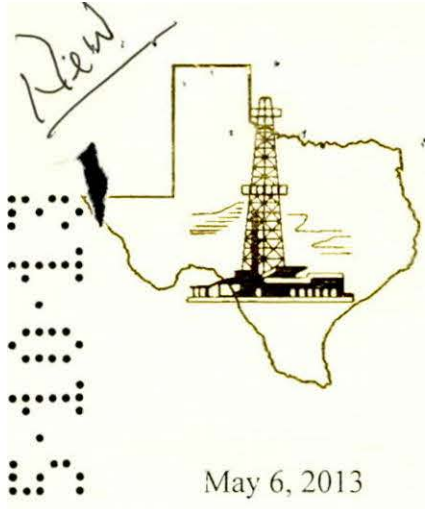
TEXAS GENERAL LAND OFFICE
P. O. BOX 12873
AUSTIN TX 78711-2873

GP II ENERGY, INC.

Daryl P. Mitchell, Jr.

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK



GP II ENERGY, INC.

Oil & Gas Exploration & Production

113 Corporate Drive • Midland, Texas 79705 • Phone 432-684-4748 • Fax 432-570-4748

May 6, 2013

Texas General Land Office
Attn: Drew Reid
1700 No. Congress Ave., Room 600
Austin, Texas 78701-1495

RE: Oil and Gas Lease
Section 48: N/2, Block 57, T-1, T&P
Reeves County, Texas
(300 acres m/l)

Gentlemen:

Attached for your review and approval is an unexecuted and unrecorded copy of a proposed lease as drafted by Red Bluff's attorney, Robert Scogin. Also attached is a check for \$100.00 as the processing fee for said lease. The actual lease is effective May 1st and it is to be executed May 14th at Red Bluff's next Board meeting.

As you will note, the lease considerations are the following:

\$1050 per acre for 300 gross/net acres

¼ royalty and a

3 year term with the option of an additional 2 years (see Exhibit A)

Exclusionary Clause (see Exhibit C)

Thanks for your handling of this matter and if you have any questions, please feel free to call me at (432)684-4748, Ext. 27.

Sincerely,

GP II ENERGY, INC.

Edward N. Adcock
Land Manager

C# 690
T# 7790
07-108578

File No. 115422Cover Letter @ Bonus @ FeesDate Filed: 6/6/13

Jerry E. Patterson, Commissioner

By GH

2013

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

August 27, 2013

Edward Adcock
GP II Energy
113 Corporate Drive
Midland, Texas 79705

Re: **State Lease MF 115422**

RAL Lease dated May 1, 2013 recorded in 13-04325, covering 300 ac., Sec. 48, Blk. 57, T-1, T&P Ry. Co. Survey, Reeves Co., TX, Red Bluff Water Power Control District, agent for State of TX, Lessor

Dear Mr. Adcock:

The certified copy of the Relinquishment Act lease covering the above referenced tract has been approved and filed in our records under Mineral File numbers **MF-115422**. **Please refer to this lease number when making payments to the State and in all future correspondence concerning the lease. Failure to include the mineral file number may delay processing of any payments towards the lease.**

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

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

Your remittance of **\$225,000.00** has been applied to the State's portion of the cash bonus. In addition, we are in receipt of the filing and processing fees.

Sincerely yours,

Deborah A. Cantu
Mineral Leasing, Energy Resources
(512) 305-8598
deborah.cantu@glo.texas.gov

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

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

File No. 115422Final LetterDate Filed: 8/27/13

Jerry E. Patterson, Commissioner

By GA

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

July 29, 2014

Joan P. Johnson
OGX Production, LP
P.O. Box 2064
Midland, Texas 79702

RE: GLO Assignment ID # 9054

Dear Ms. Johnson,

The General Land Office received the following instrument(s) and has filed them in the appropriate files.

Assignment of Oil and Gas Lease is effective June 1, 2013 from GP II Energy, Inc., as assignor, to OGX Production, LP, as assignee. As filed for record in Reeves County, in volume 1007, page 194.

Please see attached "Exhibit A" for reference. Filing fees of \$25.00 were received in connection with the above assignment. Please feel free to contact me if you have any questions.

Best Regards,

Alberto Amesquita
Mineral Leasing
Energy Resources

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

Exhibit "A"

<i>GLO ID</i>	<i>County</i>	<i>Lease</i>
9054	Reeves	MF115422

Tuesday, July 29, 2014

OGX Production, LP

P.O. Box 2064 • Midland, TX 79702 • (432) 685-1287 • Fax (432) 685-1320 • Fax (432) 686-7109

January 16, 2014

Commissioner of the General Land Office of the State of Texas
1700 North Congress Ave
Austin, TX 78701-1495
Attn: Mark Adams

RE: Red Bluff Lake Prospect – State Lease MF 115422 – Oil and Gas Lease dated May 1, 2013 between the State of Texas, acting by and through its agent, Red Bluff Water Power Control District, and GP II Energy, Inc., covering Block 57, Township 1, T&P RR Co Sy, Sec 48: 300 ac out of the N2, s&e the SWNENE, NENENW, Reeves County, TX

1) Assignment of Oil and Gas Lease – Vol 1007, Page 194

Dear Mr. Adams:

Pursuant to the provisions in the above referenced lease we are providing Certified Copies of the recorded Assignment of Oil and Gas Lease referenced above. Please find enclosed check # 5561 in the amount of \$25.00 which covers the fee for this assignment.

If you have any questions, please don't hesitate to contact me.

Respectfully,



Joan P. Johnson
Lease Analyst

enc.

OGX PRODUCTION, LP
P.O. BOX 2064 MIDLAND, TX 79702 (432)685-1287

INVOICE #	DATE	VOUCHER	INVOICE AMOUNT	DISCOUNT TAKEN	NET AMOUNT
STATE LSE MF 115422	01/08/2014	665	25.00	0.00	25.00

14706397

25.00
129

VENDOR: C0461

CHECK NUMBER: 5561

DATE: 01/15/2014

AMOUNT:

\$25.00

PLEASE DETACH THIS REMITTANCE ADVICE BEFORE DEPOSITING CHECK

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF TEXAS §
 §
COUNTY OF REEVES §

KNOW ALL MEN BY THESE PRESENTS:

THAT, **GP II ENERGY, INC.**, whose address is 113 Corporate Drive, Midland, TX 79705, hereinafter called Assignor (whether one or more), for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, does hereby assign, bargain, sell and convey unto **OGX PRODUCTION, LP**, whose address is P.O. Box 2064, Midland, TX 79702, hereinafter called Lessee, 90.0% and to **EDWARD ADCOCK** of P.O. Box 52307, Midland, TX 79710, 2.0% of its right, title and interest to the lease and lands situated in Reeves County, Texas, to wit:

Oil and Gas Lease dated May 1, 2013, between the State of Texas, acting by and through its agent, Red Bluff Water Power Control District, as Lessor, and GP II Energy, Inc., as Lessee, being 300 acres out of the N/2 of Section 48, Block 57, T-1, T&P RR Survey, save and except the SW/4NE/4NE/4 and NE/4NE/4NW/4,

together with the right of ingress and egress at all times for the purpose of drilling, exploring, operating and developing said land.

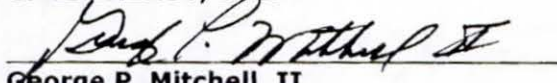
This Assignment is made subject to all the terms of the above-mentioned Oil and Gas Lease as recorded in Reeves County, Texas (Instrument # **13-04325**). Lessor shall remain liable and responsible for the obligations herein as it shall be for Lessee and its heirs, successors and assigns

TO HAVE AND TO HOLD the above described property and easement with all and singular rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignee herein their heirs, successors, personal representatives, administrators, executors, and assigns forever and Assignor does hereby agree to defend all and singular the said property unto the said Assignee herein their heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof, by through and under Assignor, but not otherwise. Assignor agrees to execute such further instruments as may be requisite for the full and complete enjoyment of the rights herein granted.

WITNESS my hand as of the 14th day of June 17, 2013, but effective for all purposes as of June 1, 2013.

ASSIGNOR:

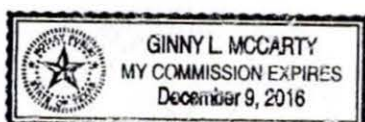
GP II ENERGY, INC.

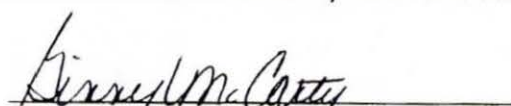

George P. Mitchell, II
President

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF MIDLAND §

BEFORE me, the undersigned authority, this day personally appeared George P. Mitchell, II, known to me to be the President of GP II Energy, Inc. and whose name is subscribed to the foregoing instrument. In witness whereof I set my hand and seal this 17th day of June, 2013.

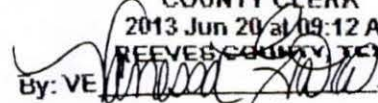



Notary Public in and for the
State of Texas



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

Inst No. 13-04327
DIANNE O. FLOREZ
COUNTY CLERK

2013 Jun 20 at 09:12 AM
REEVES COUNTY, TEXAS
By:  DEPUTY

⑤

File No. MF115422
Assignment #9054, GPT
Energy to OGK Production
Date Filed: 1-21-14
Jerry E. Patterson, Commissioner
By oan

16130141

1.31.14

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

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office, found in VOL. 1007, PAGE 194, THRU xx.

I hereby certified on 12/17/2013


DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS
BY Dianne Calanchi, DEPUTY
Aurora Calanchi



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

April 21, 2016

Cari Kirk, Land Analyst
Anadarko E&P Onshore, LLC
PO Box 1330
Houston, TX 77251-1330

RE: GLO Assignment ID #9573 - MF115422_- Reeves County

Dear Ms. Kirk:

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

Assignment and Bill of Sale, effective June 1, 2015, from OGX Production, LP and OGX Operating, LLC, 55 Services, Ltd., Edward N. Adcock, aka Edward Adcock, and Lori D. Adcock, assignors, to Anadarko E&P Onshore, LLC, as assignee. Filed for record in Reeves County under Doc #15-09011.

Filing fees in the amount of \$50.00 were received in connection with the above assignment. You may contact me if you have any questions.

Best Regards,

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

xc: Deborah Cantu

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

Carl Bonn

From: Carl Bonn
Sent: Thursday, April 21, 2016 9:21 AM
To: cari.kirk@anadarko.com
Subject: MF115422 Reeves County & MF___?___ Loving County - Texas
Attachments: 20160421090213648.pdf; TAC Rules ASSN with highlites 20150730.pdf

Good morning Cari,

Your rental payment has been posted to our records and I have a question with regard to the assignment.

I have attached a copy of the Loving County Assignment and am unable to find a State of Texas lease on the exhibit.

According to the TAC rules also attached you are required to put the lease number on the check, in the land description itself and all correspondence.

I know this is burdensome but it sure would help out on this end.

Feel free to give me a call if you have any questions.

Best,

Carl

Carl Bonn, CPL

Energy Resources/Mineral Leasing

(512) 463-5407

carl.bonn@glo.texas.gov



April 19, 2016

VIA UPS OVERNIGHT MAIL
1Z X1W 140 01 9430 6676

Mr. Carl Bonn
Texas General Land Office
1700 N. Congress Avenue
Austin, Texas 78701

MF 115422

RE: Oil & Gas Lease: Red Bluff Water Power Control District
Loving and Reeves County, Texas

Dear Mr. Bonn:

Enclosed herewith please find the following documents for the above referenced Oil and Gas Lease:

1. Delay Rental Payment
2. Filing Fee
3. Certified Copies of Assignments (Loving and Reeves Counties)

Should you have any questions, please don't hesitate to call me at (832) 636-2522 or email Cari.Kirk@Anadarko.com.

Thank you for your assistance.

Sincerely,

ANADARKO E&P ONSHORE LLC

A handwritten signature in blue ink that reads "Cari Kirk". The signature is written in a cursive, flowing style.

Cari Kirk
Land Analyst

Enclosures

ANADARKO E&P ONSHORE LLC
PO BOX 1330
HOUSTON, TX 77251-1330

PAGE: 1 of 1

DATE: April 13, 2016
TRACE NUMBER: 626203625
CHECK NUMBER: 626203625
AMOUNT PAID: \$50.00

ACCOUNTS PAYABLE INQUIRIES: (800)370-9867



00013 CKS 6A 16104 - 0626203625 NNNNNNNNNN 1045100004505 X39201 C

TEXAS GENERAL LAND OFFICE
PO BOX 12873
AUSTIN TX 78711-2873

16709625

VENDOR NO: 0007389966

DOCUMENT #	VENDOR INV #/ REMARKS	INVOICE DATE	TOTAL AMOUNT	DISCOUNT/ WITHHOLDING AMOUNT	NET AMOUNT	
1300011510	PMTRQ041116	04/11/16	\$50.00	\$0.00	\$50.00	
FILING FEE- RECORDED ASSIGNMENT FROM OGX TO AEPOLLC OF THE STATE'S RED BLUFF WATER POWER CONTROL DISTRICT BLOCK 57, TOWNSHIP 1, SECTION 48, TP RR CO SURVEY, REEVES COUNTY, TX						
MF 115422						
TOTALS			\$50.00	\$0.00	+	\$50.00



121

Reeves Co

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.

IDA 9573
MF 115422
eff 6-1-15

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment"), effective as of 7:00 a.m. Central Time, on June 1, 2015 (the "Effective Time"), is made by **OGX PRODUCTION, LP**, a Delaware limited partnership, whose address is 400 N. Marienfeld Street, Suite 200, Midland, Texas 79701; **OGX OPERATING, LLC**, a Texas limited liability company, whose address is 400 N. Marienfeld Street, Suite 200, Midland, Texas 79701; **55 SERVICES, LTD.**, a Texas limited partnership, whose address is 113 Corporate Drive, Midland, Texas 79705; and **EDWARD N. ADCOCK, A/K/A Edward Adcock, and Lori D. Adcock** (husband and wife), whose address is 77 Calle Ventoso W., Santa Fe, New Mexico 87506, (collectively, "Assignors" and individually, an "Assignor") to **ANADARKO E&P ONSHORE LLC**, a Delaware limited liability company ("Assignee"), whose address is P. O. Box 1330, Houston, Texas 77251-1330.

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, each Assignor does hereby grant, bargain, sell, transfer, convey, set over, assign and deliver unto Assignee, its successors and assigns, effective for all purposes as of the Effective Time and subject to the matters set forth herein, the Assets, as defined hereinbelow, and which interests are set forth more specifically on Exhibit A, attached hereto and made a part hereof. The term "Assets" shall mean, except for the Excluded Assets (defined below):

- a. The oil, gas and mineral leases, subleases and other leaseholds, and other similar rights to hydrocarbons as identified on Exhibit A attached hereto and made a part hereof (collectively, the "Leases") as to all depths, zones, and formations, unless expressly described or otherwise limited in said Exhibit;
- b. All contracts, agreements and instruments to the extent applicable to the Leases and the production of hydrocarbons from the Leases, including, but



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not limited to, surface use agreements, operating agreements, unitization, pooling and communitization agreements, declarations and orders, area of mutual interest agreements, joint venture agreements, farmin and farmout agreements, participation agreements, exchange agreements, marketing agreements, gathering or transportation agreements, agreements for the sale and purchase of hydrocarbons and processing agreements, and further including, without limitation, the Contracts listed on Exhibit A-2 attached hereto and made a part hereof (collectively, the "Contracts");

- c. Any easements, permits, licenses, servitudes, and rights-of-way appurtenant to, and used or held for use solely in connection with, the Leases, including, without limitation, the Easements listed on Exhibit A-3 attached hereto and made a part hereof;
- d. All original and electronic copies of any files, records, maps, information, and data, whether written or electronically stored, relating solely to the Assets, including: (i) land and title records (including, but not limited to, abstracts of title, title opinions, and title curative documents); (ii) contract files; (iii) correspondence; and (iv) operations, environmental, and production records (the "Records"); and
- e. All producing wells and associated equipment located on or pooled with the Leases and further identified on Exhibit A-1 attached hereto and made a part hereof.

SAVE AND EXCEPT, there is excepted and excluded from the Assets, all of each Assignor's right, title and interest in and to all fee or term mineral interests and royalty interests (the "Excluded Assets"). It is the intent of each Assignor to convey to Assignee all of its interest in the Assets, SAVE AND EXCEPT any interest in and to the Excluded Assets.

This Assignment is subject to all instruments and matters of record in the public records of Reeves and Loving Counties, Texas, relating to said Leases identified on Exhibit A attached hereto and made a part hereof.

This Assignment is made by Assignors and accepted by Assignee subject to the terms and provisions of that Letter Agreement between Assignors and Assignee dated the 10th day of September, 2015 (the "Agreement").

Pursuant to the Agreement: (i) Assignee assumes all duties and obligations related to the Assets and attributable to periods of time arising after the Effective Date (the "**Assumed Obligations**") and (ii) Assignor retains all duties and obligations related to the Assets and attributable to periods of time arising prior to the Effective Time (the "**Retained Obligations**").



EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT OR THIS ASSIGNMENT, ASSIGNEE ACKNOWLEDGES THAT NO ASSIGNOR HAS MADE, AND EACH ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (b) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ANY ASSIGNOR, AND (c) THE ENVIRONMENTAL CONDITION OF THE ASSETS. EXCEPT FOR THE EXPRESS REPRESENTATIONS OF ASSIGNORS SET FORTH IN THE AGREEMENT OR THIS ASSIGNMENT, EACH ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES CONSTITUTING A PART OF THE ASSETS (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (v) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, AND (vi) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, IT BEING THE EXPRESS INTENTION OF ASSIGNEE AND ASSIGNORS THAT THE PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES INCLUDED IN THE ASSETS SHALL BE CONVEYED TO ASSIGNEE, AND ASSIGNEE SHALL ACCEPT SAME, AS IS, WHERE IS, WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND ASSIGNEE REPRESENTS TO ASSIGNORS THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNORS AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.



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The terms and provisions of this Assignment shall extend to and bind the respective successors, representatives, and assigns of Assignors and Assignee. Each Assignor hereby binds itself, its successors and assigns, to warrant and forever defend the Assets unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under each Assignor, but not otherwise. Provided, it is the intention of the parties hereto that Assignee shall be, and Assignee is, granted hereby all such depths owned by Assignors in and to the Leases, whether such ownership be of legal or equitable title, including all such claims, causes of action and rights Assignors may now own or which may arise, accrue or ripen during the continuation of each Lease to additional rights therein.

To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits that describes Assets located in that county. In addition to filing this Assignment, the parties hereto shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable law to effectuate the conveyance contemplated hereby. Said instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument. The interests conveyed by such separate assignments are the same, and not in addition to the Assets conveyed herein.

Each Assignor further gives and grants unto Assignee, to the extent transferrable, full power and right of substitution and subrogation in and to all covenants and warranties by others heretofore given or made in respect of the Assets.

This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

This instrument may be executed in counterparts, but shall not bind any party hereto unless and until it is executed by all parties hereto.

[SIGNATURE PAGE FOLLOWS]



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IN WITNESS WHEREOF, this Assignment and Bill of Sale is executed by Assignors and Assignee as of the respective acknowledgement dates set out below, but after execution by all parties, shall be effective for all purposes as of the Effective Time.

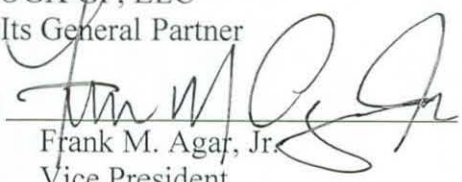
ASSIGNORS

OGX PRODUCTION, LP

By: OGX GP, LLC

Its General Partner

By:


Frank M. Agar, Jr.
Vice President

OGX OPERATING, LLC

By:


Frank M. Agar, Jr.
President

55 SERVICES, LTD.

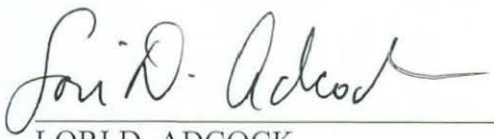
By: GP II Energy, Inc.

It's General Partner

By:


George P. Mitchell, II
President


EDWARD N. ADCOCK, A/K/A Edward Adcock


LORI D. ADCOCK

ASSIGNEE

ANADARKO E&P ONSHORE LLC 

By:


Jerry L. Winkler
Vice President - Corporate Development



[Acknowledgments on the following pages]

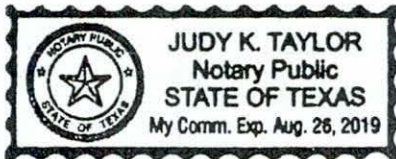


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STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 10th day of September, 2015, by Frank M. Agar, Jr., Vice President of OGX GP, LLC, general partner of OGX Production, LP, a Delaware limited partnership, on behalf of said limited partnership.

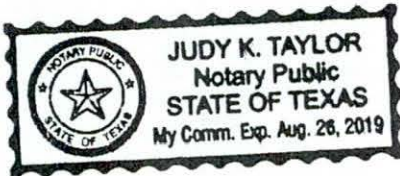


Judy K. Taylor
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 10th day of September, 2015, by Frank M. Agar, Jr., President of OGX Operating, LLC, a Texas limited liability company, on behalf of said company.

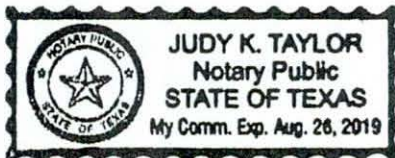


Judy K. Taylor
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 10th day of September, 2015, by George P. Mitchell, II, President of GP II Energy, Inc., general partner of 55 Services, Ltd., a Texas limited partnership, on behalf of said limited partnership.

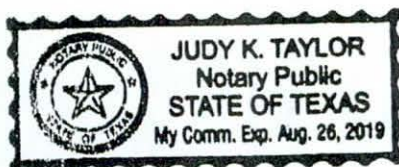


Judy K. Taylor
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 10th day of September, 2015, by Edward N. Adcock, A/K/A Edward Adcock.



Judy K. Taylor
Notary Public in and for the State of Texas

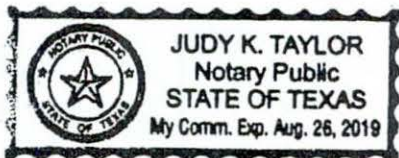


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STATE OF TEXAS

COUNTY OF MIDLAND

This instrument was acknowledged before me this 10th day of September, 2015,
by Lori D. Adcock.

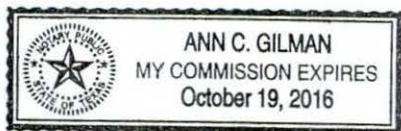


Judy K. Taylor
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on the 10th day of September, 2015,
by Jerri L. Windings Vice President Corp. of Anadarko E&P Onshore LLC, a Delaware
limited liability company, on behalf of said company.



Ann C. Gilman
Notary Public in and for the State of Texas



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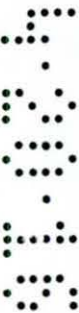
EXHIBIT "A"

**Attached to that certain Assignment and Bill of Sale dated effective, June 1, 2015, at 7:00
a.m. Central Time from OGX Production, LP, et al, as Assignors to Anadarko E&P
Onshore, LLC, as Assignee**

OIL AND GAS LEASES

MF 115422

- 1) Lessor: State of Texas, acting by and through its agent, Red Bluff Water Power
Control District
Lessee: GP II Energy, Inc.
Date: May 1, 2013
Recorded: Volume 1007, Page 178, Instrument No. 13-04325, Official Public Records
of Reeves County, Texas
Amended: Volume 1102, Page 178, Instrument No. 14-08063, Official Public Records
of Reeves County, Texas
Lands: Block 57, T1, T&P RR Co Survey, Section 48: 300 ac out of the N/2, being
all of the N/2, save and except the SW/4 NE/4 NE/4 and NE/4 NE/4 NW/4,
Reeves County, Texas, containing 300 ac m/l
- 2) Lessor: Red Bluff Water Power Control District
Lessee: GP II Energy, Inc.
Date: May 1, 2013
Recorded: Volume 1001, Page 185, Instrument No. 13-03281, Official Public Records
of Reeves County, Texas
Instrument No. 2013-2364, Official Public Records of Loving County,
Texas
Lands: Block 57, T1, T&P RR Co Survey,
Section 22: W/2, below 5,500' from surface,
Section 22: E/2,
Section 26: 586.35 acres of land out of said Section 26, as more fully
described by metes and bounds in that certain Warranty Deed dated June
23, 1934 from Hubert Davis, et al to Red Bluff Water Power Control
District, recorded in Volume 78, Page 252, of the Deed Records of Reeves
County, Texas
Section 36: All,
Section 38: All, Loving and Reeves Counties, Texas



- 3) Lessor: Greg Holly, Receiver for R. Mershel
Lessee: OGX Production, LP
Date: November 7, 2014
Recorded: Volume 1120, Page 660, Instrument No. 14-10445, Official Public Records of Reeves County, Texas
Instrument No. 2015-0354, Official Public Records of Loving County, Texas
Lands: Block 57, T1, T&P RR Co Survey, Section 22: NE/4 NE/4 NE/4 & Section 38: NE/4 NE/4 NE/4, Loving and Reeves Counties, Texas
- 4) Lessor: Robert L. Frattalone
Lessee: OGX Production, LP
Date: October 1, 2014
Recorded: Volume 1123, Page 664, Instrument No. 14-10763, Official Public Records of Reeves County, Texas
Instrument No. 2014-2054, Official Public Records of Loving County, Texas
Lands: Block 57, T1, T&P RR Co Survey, Section 22: NE/4 NE/4 NE/4 S/2 and N/2, SAVE AND EXCEPT the NE/4 NE/4 NE/4, Loving and Reeves Counties, Texas
- 5) Lessor: Michael J. Frattalone
Lessee: OGX Production, LP
Date: October 1, 2014
Recorded: Volume 1123, Page 659, Instrument No. 14-10762, Official Public Records of Reeves County, Texas
Instrument No. 2014-2053, Official Public Records of Loving County, Texas
Lands: Block 57, T1, T&P RR Co Survey, Section 22: NE/4 NE/4 NE/4 S/2 and N/2, SAVE AND EXCEPT the NE/4 NE/4 NE/4, Loving and Reeves Counties, Texas

Working Interest Ownership in above Oil & Gas Leases:

OGX Production, LP	90.00%
55 Services, Ltd.	8.00%
Edward N. Adcock and wife, Lori D. Adcock	<u>2.00%</u>
Total	100.00%

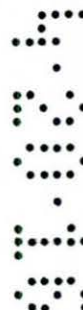


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Exhibit "A-1"

Attached to that certain Assignment and Bill of Sale dated effective, June 1, 2015, at 7:00 a.m.
Central Time, from OGX Production, LP, et al, as Assignors to Anadarko E&P Onshore, LLC, as
Assignee
WELL

Texas	API#	County	Location	Footage Calls
Red Bluff 57-38 #1H	42-389-34385	Reeves/TX	Blk 57, T-1, T&P RR Co Sy Sec 38	550' FWL & 200' FSL



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EXHIBIT "A-2"

Attached to that certain Assignment and Bill of Sale dated effective, June 1, 2015, at 7:00 a.m. Central Time from OGX Production, LP, et al, as Assignors to Anadarko E&P Onshore, LLC, as Assignee

Contracts:

Surface Use Agreement dated May 14, 2013 between Red Bluff Water Power Control District, as Owner and GP II Energy, Inc., as Operator covering the W/2 of Section 22 below 5,500', the E/2 of Section 22, 586.35 acres out of Section 26, all of Sections 36 and 38, Block 57, Township 1, T&P Ry. Co. Survey, Loving and Reeves Counties, Texas.

Development Agreement dated July 21, 2014 between Red Bluff Water Power Control District and OGX Production, LP, et al.

Letter of Understanding dated June 8, 2015 between Red Bluff Water Power Control District and OGX Production, LP, et al.

Water Disposal Agreement dated effective as of December 1, 2014 between Pyote Well Service, LLC, as Operator and OGX Operating LLC, as Producer, covering Sections 22, 26, 36, 38 and the N/2 of Section 48, Block 57, T-1, T&P Ry. Co. Survey, Loving and Reeves Counties, Texas.

Salt Water Disposal Services and Interconnection Agreement dated April 1, 2015 between OGX Operating, LLC, as Transporter and BMD Angeles, LLC, as Contractor.

Gas Gathering and Processing Contract No. RSY-0200GP dated August 1, 2014 between OGX Operating, LLC and Nuevo Midstream, LLC covering all of Sections 22, 26, 36 & 38, and the N/2 of Section 48, Block 57, T-1, T&P Ry. CO. Survey, Loving and Reeves Counties, Texas.

Gas Lift Sales Contract No. RSY-0207S dated August 1, 2014 between OGX Operating, LLC and Nuevo Midstream, LLC.

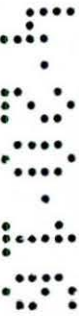


EXHIBIT "A-3"

Attached to that certain Assignment and Bill of Sale dated effective, June 1, 2015, at 7:00 a.m. Central Time from OGX Production, LP, et al, as Assignors to Anadarko E&P Onshore, LLC, as Assignee

Easements:

Pipeline Right-of-Way Privilege dated April 14, 2015 between Red Bluff Water Power Control District, as Grantor, and OGX Operating LLC, as Grantee, recorded in vol. 1165, page 689, Official Public Records, Reeves County, Texas, covering a pipeline in Section 38, Block 57, T-1, T&P Ry. Co. Survey, Reeves County, Texas.

Permanent Easement Agreement dated March 23, 2015 between Note Worthy Homes, LLC, as Grantor, and OGX Operating LLC, as Grantee, recorded in vol. 1165, page 701, Official Public Records, Reeves County, Texas, covering a pipeline in Section 39, Block 57, T-1, T&P Ry. Co. Survey, Reeves County, Texas.

Permanent Easement Agreement dated March 23, 2015 between James L. Wolff, as Grantor, and OGX Operating LLC, as Grantee, recorded in vol. 1165, page 711, Official Public Records, Reeves County, Texas, covering a pipeline in Section 39, Block 57, T-1, T&P Ry. Co. Survey, Reeves County, Texas.

Permanent Easement Agreement dated March 23, 2015 between H. Wade Clark, as Grantor, and OGX Operating LLC, as Grantee, recorded in vol. 1165, page 706, Official Public Records, Reeves County, Texas, covering a pipeline in Section 46, Block 57, T-1, T&P Ry. Co. Survey, Reeves County, Texas.

Permanent Easement Agreement dated March 23, 2015 between Elizabeth Telegadis Carpenter, and Nicholas Fliakos, as Grantors, and OGX Operating LLC, as Grantee, recorded in vol. 1165, page 695, Official Public Records, Reeves County, Texas, covering a pipeline in Section 39, Block 57, T-1, T&P Ry. Co. Survey, Reeves County, Texas.

Easement dated September 1, 2014 between James L. Wolff, as Grantor, and OGX Operating LLC, as Grantee, recorded in vol. 1130, page 427, Official Public Records, Reeves County, Texas, covering an electric line in Section 39, Block 57, T-1, T&P Ry. Co. Survey, Reeves County, Texas.

Permanent Easement Agreement dated March 23, 2015 between Elizabeth Telegadis Carpenter, and Nicholas Fliakos, as Grantors, and OGX Operating LLC, as Grantee, recorded as Instrument No. 15-06721, vol. _____, page _____, Official Public Records, Reeves County, Texas, covering a pipeline in Section 45, Block 57, T-1, T&P Ry. Co. Survey, Reeves County, Texas.

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Page 1 of 1

Inst No. 15-09011
DIANNE O. FLOREZ
COUNTY CLERK

2015 Sep 30 at 02:59 PM
REEVES COUNTY, TEXAS

By: BA *Brittany White* DEPUTY

31.03.14

(6)

File No. MF 115422

Assign # 9573

OGX etal to Anadarko

4-21-16

Date Filed: _____

George P. Bush, Commissioner

By _____

THE STATE OF TEXAS
COUNTY OF REEVES

I, Dianne O. Flores, Clerk of the County Court in and
for said County and State do hereby certify that the foregoing is a true and correct copy of
Assignment & Bill of Sale dated June 1, 2015
filed for record in my office this 30th day of September at
2:59 PM, under Clerk's File No. 15-091611, to be recorded in the
DP2

Records of Reeves County, Texas.

TO CERTIFY WHICH, Witness my hand and official seal at Pecos, Texas
this 30th day of September, 2015.

By Bartow Alb Deputy

DIANNE O. FLORES, COUNTY CLERK
REEVES COUNTY, TEXAS

ANADARKO E&P ONSHORE LLC

MA 115422

STATE OF TEXAS
GENERAL LAND OFFICE
1700 N CONGRESS AVENUE
AUSTIN, TX 78701-1436

16709624

INSTRUCTIONS TO PAYEE:

In as much as the canceled check serves as our payment RENTAL receipt, please cash the check immediately upon receipt.

INSTRUCTIONS TO DEPOSITORY:

In case of any difficulty, promptly communicate with the rental section of Land Administration of this company at 1-800-359-1692 Option 6, explaining the circumstances and further instructions will be given.

Lease Number: 1359570000

DEPOSIT TO THE CREDIT OF	BA NUMBER	CHECK DATE	CHECK NUMBER	AMOUNT
STATE OF TEXAS GENERAL LAND OFFICE	LA45678203	Apr-14-2016	50015395	***\$157,500.00*

121



April 19, 2016

VIA UPS OVERNIGHT MAIL
1Z X1W 140 01 9430 6676

Mr. Carl Bonn
Texas General Land Office
1700 N. Congress Avenue
Austin, Texas 78701

RE: Oil & Gas Lease: Red Bluff Water Power Control District
Loving and Reeves County, Texas

Dear Mr. Bonn:

Enclosed herewith please find the following documents for the above referenced Oil and Gas Lease:

1. Delay Rental Payment
2. Filing Fee
3. Certified Copies of Assignments (Loving and Reeves Counties)

Should you have any questions, please don't hesitate to call me at (832) 636-2522 or email Cari.Kirk@Anadarko.com.

Thank you for your assistance.

Sincerely,

ANADARKO E&P ONSHORE LLC

A handwritten signature in blue ink that reads "Cari Kirk". The signature is written in a cursive, flowing style.

Cari Kirk
Land Analyst

Enclosures

EXHIBIT "A"

Attached to that certain Assignment and Bill of Sale dated effective, June 1, 2015, at 7:00 a.m. Central Time from OGX Production, LP, et al, as Assignors to Anadarko E&P Onshore, LLC, as Assignee

OIL AND GAS LEASES

- 1) Lessor: State of Texas, acting by and through its agent, Red Bluff Water Power Control District
 Lessee: GP II Energy, Inc.
 Date: May 1, 2013
 Recorded: Volume 1007, Page 178, Instrument No. 13-04325, Official Public Records of Reeves County, Texas
 Amended: Volume 1102, Page 178, Instrument No. 14-08063, Official Public Records of Reeves County, Texas
 Lands: Block 57, T1, T&P RR Co Survey, Section 48: 300 ac out of the N/2, being all of the N/2, save and except the SW/4 NE/4 NE/4 and NE/4 NE/4 NW/4, Reeves County, Texas, containing 300 ac m/l

- 2) Lessor: Red Bluff Water Power Control District
 Lessee: GP II Energy, Inc.
 Date: May 1, 2013
 Recorded: Volume 1001, Page 185, Instrument No. 13-03281, Official Public Records of Reeves County, Texas
 Instrument No. 2013-2364, Official Public Records of Loving County, Texas
 Lands: Block 57, T1, T&P RR Co Survey,
 Section 22: W/2, below 5,500' from surface,
 Section 22: E/2,
 Section 26: 586.35 acres of land out of said Section 26, as more fully described by metes and bounds in that certain Warranty Deed dated June 23, 1934 from Hubert Davis, et al to Red Bluff Water Power Control District, recorded in Volume 78, Page 252, of the Deed Records of Reeves County, Texas
 Section 36: All,
 Section 38: All, Loving and Reeves Counties, Texas

A CERTIFIED COPY: PG 8 OF 13

IF IT BEARS THE SEAL OF THE COUNTY CLERK IMPRINTED
 IN PURPLE INK ATTEST 9/30/15



MOZELLE CARR, COUNTY CLERK
 LOVING COUNTY, TX

By [Signature] Deputy

File No. MF 115422 (7)
4th yr Delay Rental County

Date Filed: 4/20/16

By BN ^{George P. Bush, Commissioner}



November 20, 2017

VIA UPS OVERNIGHT MAIL

Mr. J. Daryl Morgan
Texas General Land Office
1700 North Congress Avenue
Austin, Texas 78701-1495

RE: Bowfin State 57-1-48 Unit – Pooling Agreement
State of Texas GLO Unit No. 8641 effective September 5, 2017
Reeves and Loving Counties, Texas

Dear Mr. Morgan:

Per your transmittal dated September 11, 2017, returned herewith are duplicate originals of the captioned pooling agreement for execution by the Commissioner of the Texas General Land Office.

Thank you for your assistance in having this document executed. Upon receipt of a fully executed original, same will be recorded in Reeves and Loving Counties, Texas, and a recorded copy will then be returned to you for the completion of your files.

Sincerely,

ANADARKO E&P ONSHORE LLC

A handwritten signature in blue ink that reads "Pat Kennedy". The signature is written in a cursive, flowing style.

Pat Kennedy
Land Analyst Advisor
Enclosure as stated

21.12.11

8

Ltr. From Anadarko

11/12/17

George P. Bush, Commissioner

By _____



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

November 30, 2017

Ms. Pat Kennedy
Anadarko E&P Onshore LLC
6 Desta Drive, Suite 1800
Midland, Texas 79705

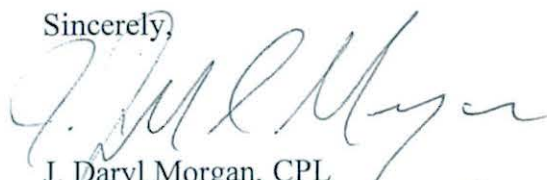
Re: Pooling Agreement
Bowfin State 57-1-48 Unit
GLO Unit No. 8641
Loving and Reeves Counties, Texas

Dear Ms. Kennedy,

Enclosed is a duplicate original of the above referenced Pooling Agreement that has been executed by George P. Bush, Commissioner of the Texas General Land Office ("GLO"). We have retained the other original of the Pooling Agreement for our files. Please refer to the referenced GLO Unit No. when filing Royalty Reports with the GLO.

Thank you for your assistance with this matter, if you have any questions or need anything further, please feel free to call.

Sincerely,



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

Enclosure

9

File No. MT 115422

County

Ltr. to Ando/Ko

Date Filed: 11/30/17

George P. Bush, Commissioner

By [Signature]

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

UPA170048

Unit Number 8641
Operator Name Anadarko E&P Onshore LLC
Customer ID C000044444
Unit Name Bowfin State 57-1-48
County 1 Reeves **RRC District 1** 08
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type Permanent
State Net Revenue Interest Oil 0.06494141
State Part in Unit 0.50000000
Unit Depth Allow All Depths
From Depth Well
To Depth Formation
Participation Basis Surface Acreage
If Exclusions Apply: See Remarks

Effective Date 09/05/2017
Unitized For Oil And Gas
Unit Term
Old Unit Number **Inactive Status Date**

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF115422	1	300.000000	1,280.000000	0.23437500	O/G	0.12500000	0.02929688	No
MF115899	10	5.000000	1,280.000000	0.00390625	O/G	0.25000000	0.00097656	No
MF115498	11	2.500000	1,280.000000	0.00195313	O/G	0.12500000	0.00024414	No
MF115567	2	192.000000	1,280.000000	0.15000000	O/G	0.12500000	0.01875000	No

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
MF115499	3	75.500000	1,280.000000	0.05898438	O/G	0.12500000	0.00737305	No
MF115424	4	20.000000	1,280.000000	0.01562500	O/G	0.12500000	0.00195313	No
MF117107	5	7.500000	1,280.000000	0.00585938	O/G	0.12500000	0.00073242	No
MF115566	6	7.500000	1,280.000000	0.00585938	O/G	0.12500000	0.00073242	No
MF115898	7	10.000000	1,280.000000	0.00781250	O/G	0.25000000	0.00195313	No
MF117099	8	10.000000	1,280.000000	0.00781250	O/G	0.12500000	0.00097656	No
MF115897	9	10.000000	1,280.000000	0.00781250	O/G	0.25000000	0.00195313	No

API Number

4238936223

Remarks:

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

09/05/2017

09/05/2017

9/5/17

12/18/2017

09/05/2017

Pooling Committee Report

To: School Land Board

UPA170048

Date of Board Meeting: 09/05/2017

Unit Number: 8641

Effective Date: 09/05/2017

Unit Expiration Date:

Applicant: Anadarko E&P Onshore LLC

Attorney Rep:

Operator: ANADARKO E&P ONSHORE LLC,

Unit Name: Bowfin State 57-1-48

Field Name: PHANTOM (WOLFCAMP)

County: Reeves

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF115422	0.12500000	05/01/2018	5 years	300.000000	300.000000	0.02929688
RAL	MF115424	0.12500000	05/15/2018	5 years	20.000000	20.000000	0.00195313
RAL	MF115498	0.12500000	06/10/2018	5 years	2.500000	2.500000	0.00024414
RAL	MF115499	0.12500000	05/15/2018	5 years	75.500000	75.500000	0.00737305
RAL	MF115566	0.12500000	06/13/2018	5 years	7.500000	7.500000	0.00073242
RAL	MF115567	0.12500000	06/13/2018	5 years	192.000000	192.000000	0.01875000
RAL	MF117099	0.12500000	08/13/2018	5 years	10.000000	10.000000	0.00097656
RAL	MF117107	0.12500000	09/16/2018	5 years	7.500000	7.500000	0.00073242
U Fee	MF115897	0.25000000	10/01/2018	5 years	10.000000	10.000000	0.00195313
U Fee	MF115898	0.25000000	10/01/2018	5 years	10.000000	10.000000	0.00195313
U Fee	MF115899	0.25000000	10/01/2018	5 years	5.000000	5.000000	0.00097656

Private Acres: 640.000000
State Acres: 640.000000
Total Unit Acres: 1280.000000

Participation Basis: Surface Acreage
Surface Acreage
State Acreage: 50.00%
State Net Revenue Interest: 6.49%

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

RRC Rules: Yes
Spacing Acres: 704 acres for a 10,000 foot lateral (FTP to LTP).

REMARKS:

- Anadarko E&P Onshore LLC is requesting permanent oil and gas pooling of all depths in order to test the Wolfcamp formation.
- The applicant plans to spud the first unit well on October 18, 2017 with a proposed total depth of 9,800 feet TVD. A 9,400 foot lateral is expected to be drilled.
- With Board approval of the unit the State's unit royalty participation will be 6.49%.
- The State will participate on a unitized basis from the date of first production.
- The applicant agrees to drill a total of 4 unit wells. The first unit well will be spud by or before May 1, 2018 and the remaining unit wells will be spud in accordance with the continuous development clause in the leases or the unit will decrease in size to 320 acres per unit well drilled.

POOLING COMMITTEE RECOMMENDATION:

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

Shelly M Dossett for Mary Smith

Mary Smith - Office of the Attorney General

8/23/17

Date

RJ Hatter

Robert Hatter - General Land Office

8/23/17

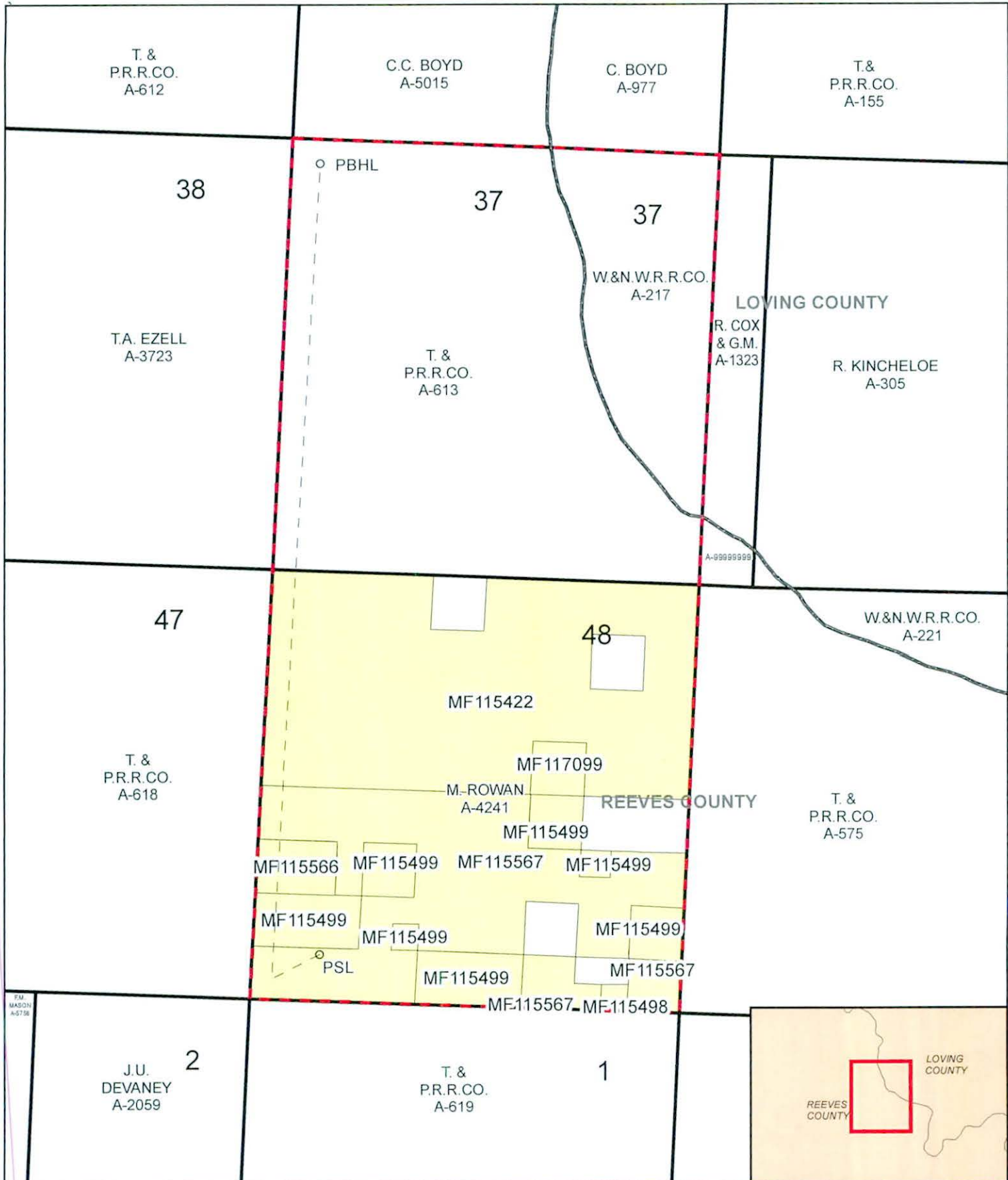
Date

Diane Morris

Diane Morris - Office of the Governor

8/23/2017

Date



Unit #8641
Anadarko E&P Onshore, LLC.
Bowfin State 57-1-48 Unit
Phantom (Wolfcamp) Field
Loving & Reeves Counties, Texas

1,500 750 0 1,500 Feet



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



Map Generated by:
Mark Conway
Enterprise Technology Solutions/GIS
September 2017

POOLING AGREEMENT
ANADARKO E&P ONSHORE LLC
BOWFIN STATE 57-1-48 UNIT
GLO UNIT NO. 8641
LOVING AND REEVES COUNTIES, TEXAS

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

PURPOSES:

1.

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

UNIT DESCRIPTION:

2.

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

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 all depths underlying the surface boundaries of the pooled unit subject to the provision in the State Lease for Horizontal Severance ("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. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional or horizontal well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional or horizontal well surfaced on adjacent or adjoining land or drilling or reworking of any such well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.
- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.
- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid

A. B. C.

to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.

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

ALLOCATION OF PRODUCTION:

5.

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

TAKING ROYALTY IN KIND:

6.

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

EFFECTIVE DATE:

7.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of September 5, 2017.

SPECIAL TERMS AND CONDITIONS:

8.

Notwithstanding anything contained herein to the contrary, this Agreement is subject to the terms and conditions of the attached Addendum "A".

TERM:

9.

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



STATE LAND:

10.

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

DISSOLUTION:

11.

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

RATIFICATION/WAIVER:

12.

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

COUNTERPARTS:

13.

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

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

Date Executed

11/29/17

STATE OF TEXAS

Legal
Content
Geology
Executive



By:

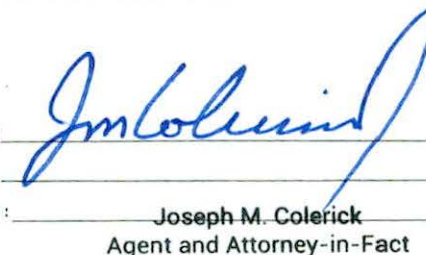

George P. Bush, Commissioner
General Land Office

Date Executed

11/01/2017

ANADARKO E&P ONSHORE LLC

By:


Joseph M. Colerick
Agent and Attorney-in-Fact

Its:

MAN
WBR

11.12.17

STATE LAND:

10.

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

DISSOLUTION:

11.

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

RATIFICATION/WAIVER:

12.

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

COUNTERPARTS:

13.

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

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

Date Executed _____

STATE OF TEXAS

Legal
Content
Geology
Executive

gm

By:

George P. Bush, Commissioner
General Land Office

Date Executed

11/15/2017

SWEPI LP CSS

By:

Jeff Turnbull

Its:

Jeff Turnbull
Attorney-In-Fact

2017.12.11

CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 5th day of September, 2017, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 28th day of November, 2017.

Stephanie Crenshaw
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF

Midland

This instrument was acknowledged before me on

Nov. 1

, 2017, by

Joseph M. Colerick

as Agent and Attorney-in-Fact

for Anadarko E&P Onshore LLC, a

Delaware

limited liability

company on behalf of said company.



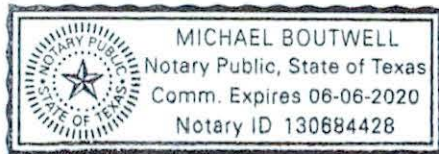
Patricia A. Kennedy
Notary Public in and for the
State of Texas

11.12.17

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on November 15th, 2017, by Jeff Turnbull
as Attorney-in-Fact for SWEPI LP, a Delaware limited partnership on behalf of said
company.



Michael Boutwell

Notary Public in and for the State of Texas

27.12.17

Addendum "A"

To that certain Pooling Agreement for the Bowfin State 57-1-48

The parties hereby agree that should a conflict exist between this Addendum and the body of the agreement that this Addendum shall prevail.

The pooled unit shall consist of all of the lands herein described in the attached Exhibit "B" and depicted in the attached Exhibit "C". Lessee agrees to drill a minimum of four (4) horizontal wells within the unit; provided however that, should Lessee fail to meet the "Drilling Obligation Timeframe", as specifically defined below, that such unit shall remain in full force and effect as to any and all wells drilled upon the unit acreage, but shall shrink down to allow for a maximum size of 320 acres per well drilled in the unit, as close as is reasonably practicable to the shape of a square or rectangle surrounding the wells. In the event that Lessee chooses to drill wells ahead of the Drilling Obligation Timeframe detailed below, then Lessee shall not be penalized for doing so and shall still conserve the benefit of the Drilling Obligation Timeframe described below.

Drilling Obligation Timeframe:

Lessee shall have commenced actual drilling operations in the following manner:

First well — By or before May 1, 2018;

Subsequent wells to be drilled pursuant to the 180 day continuous drilling provision being "no longer than 180 consecutive days elapsing between the completion of one well and the commencement of operations for drilling or reworking of the next succeeding well".

Once actual drilling operations have been commenced on a particular well, Lessee shall continue drilling and completion operations thereafter on such well with due diligence, as a reasonable prudent operator would under the same or similar circumstances.

In the event Lessee commences actual drilling operations on all four (4) wells committed to be drilled hereunder and such wells are thereafter completed as wells being capable of producing oil or gas in paying quantities, the parties hereby agree that the pooled unit shall remain in the original, unaltered size and shape as described in Exhibit "B" and depicted in Exhibit "C", in accordance with paragraph nine (9) of this Agreement.

End of Addendum "A"

11.12.11

EXHIBIT "A"

1. APC LEASE NO: 1360832000
LESSOR: CHEVRON U.S.A. INC.
LESSEE: ANADARKO E&P ONSHORE LLC
LEASE DATE: 11/15/2014
RECORDING: MEMORANDUM OF OIL & GAS LEASE
VOLUME 1220, PAGE 332, REEVES COUNTY, TEXAS
INSTRUMENT NO. 2016-0237, LOVING COUNTY, TEXAS
2. APC LEASE NO: 1365636000
LESSOR: ST TX & CHARLENE SHELTON
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 5/15/2013
RECORDING: OIL & GAS LEASE
VOLUME 1007, PAGE 727, REEVES COUNTY, TEXAS
3. APC LEASE NO: 1365700000
LESSOR: ST TX & COX FAMILY TRUST
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/13/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 375, REEVES COUNTY, TEXAS
4. APC LEASE NO: 1365709000
LESSOR: ST TX & JOHN E BLEY
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/10/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 383, REEVES COUNTY, TEXAS
5. APC LEASE NO: 1365647000
LESSOR: ST TX & JOHN RICHARD SAMUEL
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 5/15/2013
RECORDING: OIL & GAS LEASE
VOLUME 1007, PAGE 734, REEVES COUNTY, TEXAS
6. APC LEASE NO: 1365729000
LESSOR: ST TX & MARGARET HALL SAMUEL
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/25/2013
RECORDING: OIL & GAS LEASE
VOLUME 1014, PAGE 535, REEVES COUNTY, TEXAS
7. APC LEASE NO: 1365716000
LESSOR: ST TX & ROBERT M BLEY
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/10/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 392, REEVES COUNTY, TEXAS
8. APC LEASE NO: 1365649000
LESSOR: ST TX & STEPHEN CHOATE



	LESSEE:	PETROHAWK PROPERTIES LP
	LEASE DATE:	6/10/2013
	RECORDING:	OIL & GAS LEASE VOLUME 1007, PAGE 769, REEVES COUNTY, TEXAS
9.	APC LEASE NO:	1365650000
	LESSOR:	ST TX & WILLIAM CHOATE
	LESSEE:	PETROHAWK PROPERTIES LP
	LEASE DATE:	6/10/2013
	RECORDING:	OIL & GAS LEASE VOLUME 1007, PAGE 776, REEVES COUNTY, TEXAS
10.	APC LEASE NO:	1365732000
	LESSOR:	ST TX M-115897 (PSL)
	LESSEE:	BHP BILLITON PETROLEUM PROPERTIES LP
	LEASE DATE:	10/1/2013
	RECORDING:	OIL & GAS LEASE VOLUME 1037, PAGE 719, REEVES COUNTY, TEXAS
11.	APC LEASE NO:	1365735000
	LESSOR:	ST TX M-115898 (PSL)
	LESSEE:	BHP BILLITON PETROLEUM PROPERTIES LP
	LEASE DATE:	10/1/2013
	RECORDING:	OIL & GAS LEASE VOLUME 1037, PAGE 725, REEVES COUNTY, TEXAS
12.	APC LEASE NO:	1365738000
	LESSOR:	ST TX M-115899 (PSL)
	LESSEE:	BHP BILLITON PETROLEUM PROPERTIES LP
	LEASE DATE:	10/1/2013
	RECORDING:	OIL & GAS LEASE VOLUME 1037, PAGE 731, REEVES COUNTY, TEXAS
13.	APC LEASE NO:	1359570000
	LESSOR:	ST TX MF-115422 & RED BLUFF WATER POWER CTRL DIST
	LESSEE:	GP II ENERGY INC
	LEASE DATE:	5/1/2013
	RECORDING:	OIL & GAS LEASE VOLUME 1007, PAGE 178, REEVES COUNTY, TEXAS
14.	APC LEASE NO:	1365725000
	LESSOR:	ST TX MF-115566A & R B MCGOWEN JR
	LESSEE:	PETROHAWK PROPERTIES LP
	LEASE DATE:	3/13/2013
	RECORDING:	OIL & GAS LEASE VOLUME 1010, PAGE 406, REEVES COUNTY, TEXAS
15.	APC LEASE NO:	1365720000
	LESSOR:	ST TX MF-115566B & RUSSELL B JERRY MCGOWEN III
	LESSEE:	PETROHAWK PROPERTIES LP
	LEASE DATE:	6/13/2013
	RECORDING:	OIL & GAS LEASE VOLUME 1010, PAGE 399, REEVES COUNTY, TEXAS
16.	APC LEASE NO:	1365728000
	LESSOR:	ST TX MF-115566C & JACK LOUIS MCGOWEN
	LESSEE:	PETROHAWK PROPERTIES LP
	LEASE DATE:	6/13/2013



- RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 420, REEVES COUNTY, TEXAS
17. APC LEASE NO: 1365553000
LESSOR: ST TX MF-115567C & LORI ANN LEWIS
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 8/29/2013
RECORDING: OIL & GAS LEASE
VOLUME 1029, PAGE 496, REEVES COUNTY, TEXAS
18. APC LEASE NO: 1365550000
LESSOR: ST TX MF-117099 & ALEXIS ESCHSTRUTH
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 8/13/2013
RECORDING: OIL & GAS LEASE
VOLUME 1029, PAGE 284, REEVES COUNTY, TEXAS
19. APC LEASE NO: 1365557000
LESSOR: ST TX MF-117107 & MCDONNOLD FAMILY PARTNERSHIP LP
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 9/16/2013
RECORDING: OIL & GAS LEASE
VOLUME 1031, PAGE 172, REEVES COUNTY, TEXAS
20. APC LEASE NO: 1365731000
LESSOR: ST TX MF-131773 & DORR PETROLEUM LAND MANAGEMENT
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/4/2013
RECORDING: OIL & GAS LEASE
VOLUME 1014, PAGE 544, REEVES COUNTY, TEXAS

END OF EXHIBIT "A"



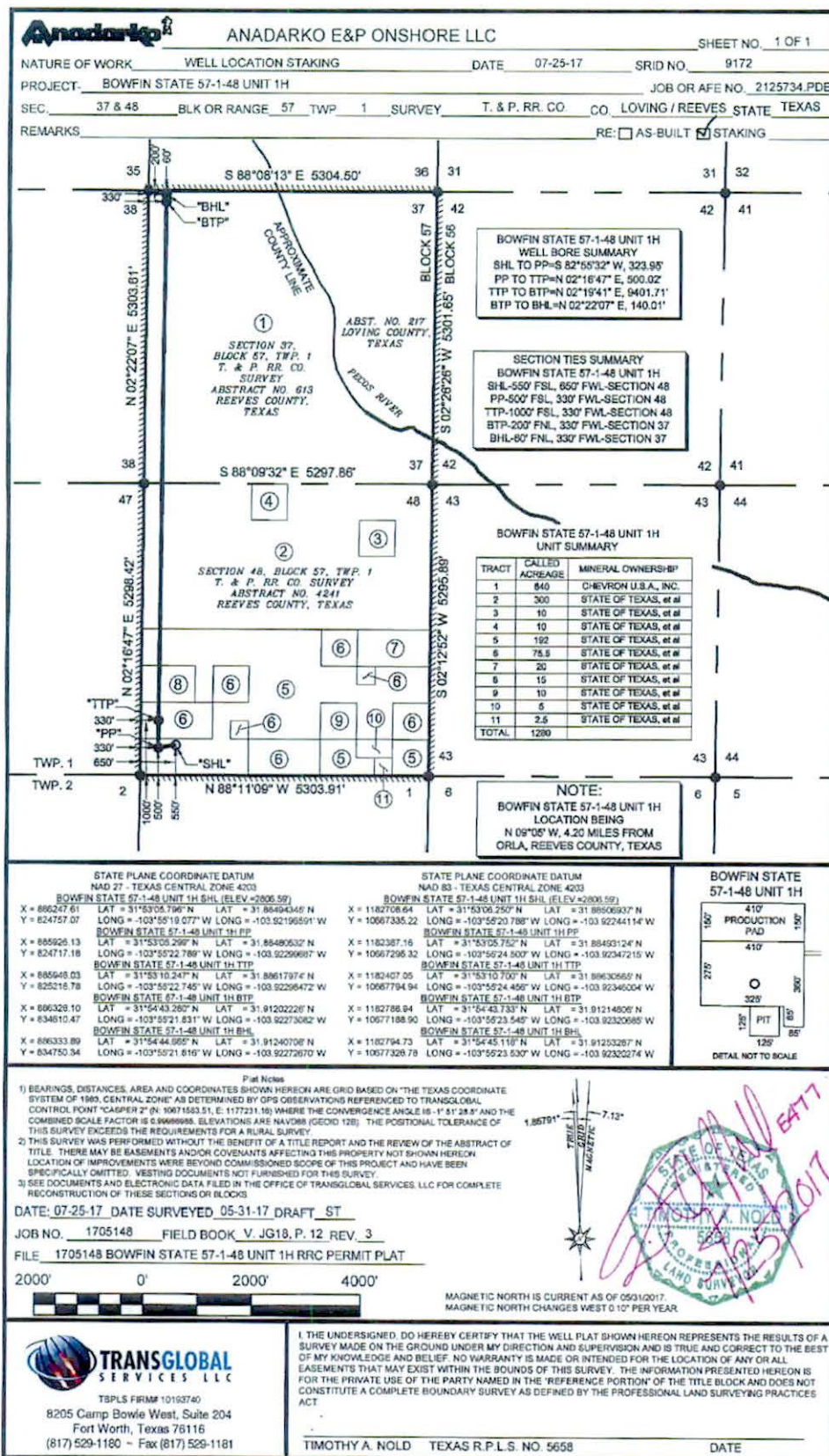
EXHIBIT "B"

1,280 acres, being all of Section 37, Block 57, Twp 1, T & P RR. Co. Survey, Loving and Reeves Counties, Texas and Section 48, Block 57, Twp 1, T & P RR. Co. Survey, Reeves County, Texas.

End of Exhibit "B"



EXHIBIT "C"



(10)

File No. M-115422
Pooling Agmt. Packet # 8641
Bow Fin State 57-1-48 Unit
County
Date Filed: 11/30/17
George P. Bush, Commissioner
By me

3333

Anadarko E&P Onshore LLC
P.O. Box 1330
Houston, TX 77251-1330

PAGE: 1 of 1

DATE: July 11, 2018
TRACE NUMBER: 001077455010210000017863
CHECK NUMBER: 7745501021
AMOUNT PAID: \$9,455.00

ANADARKO E&P ONSHORE LLC
QUESTIONS: 1-800-359-1692 OPTION 3



00001 CKS SE 16193 - 7745501021 NNNNNNNNNNN 1935100004204 X836AR C

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
1700 NORTH CONGRESS AVE
AUSTIN TX 78701



193510000303400001000300000000

Owner Number: LA81527303

Date	Payment ID	QLA ID	Description	Gross Amount	Tax Withholding	Net Amount
07/11/18	17863-1		1 Flat Fee	\$3,151.67	\$0.00	\$3,151.67
07/11/18	17863-2		1 Flat Fee	\$3,151.67	\$0.00	\$3,151.67
07/11/18	17863-3		1 Flat Fee	\$3,151.66	\$0.00	\$3,151.66
			BOWFIN 57-1-48 UNIT 2H/3H/4H			
			RELINQUISHMENT ACT LOCATION & ROAD			
			DAMAGES BASEFILE 131773 REEVES COUNTY, TEXAS			
			TOTALS	\$9,455.00	\$0.00	X \$9,455.00

18714720

1661



July 13, 2018

Texas General Land Office
C/o Mr. Drew Reid
1700 N. Congress Avenue
Austin, TX 78701

Re: **Bowfin State 57-1-48 Unit 2H/3H/4H Location**
Basefile #131773
Section 48, Block 57, T-1, T&P RR CO Survey
Reeves County, Texas

M-115422

Dear Mr. Reid:

Please find enclosed a surface use exhibit and check as payment for the Bowfin State 57-1-48 Unit 2H/3H/4H Location in Reeves County, Texas.

Please credit this check to Basefile #131773 as payment for on lease damages associated with the above referenced well location.

Thank you for your attention to this matter. Should you have any questions, please feel free to give me a call.

Respectfully,

A handwritten signature in blue ink, appearing to read "Dylan Stone".

Dylan Stone
Landman
10 Desta Drive
Suite 650E
Midland, TX 79705
Office: 432.684.2825
dylan.stone@anadarko.com

[Enclosures]

03741781

03741781

11
File No. MF 115422
County 2
Surface Damage Payment
Date Filed: 8/7/12
George P. Bush, Commissioner
By 69

6.54.70

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

See reverse for list of
Properties and Interests.

Effective Date: Date of First Sales

The undersigned certifies the ownership of their decimal interest in production as described above payable by Anadarko E&P Onshore LLC (Payor).

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals \$100, or Sept. 30 whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

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

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



RV45678204
STATE OF TEXAS
OFFICE

Signature of Witness

Owner Signature/Corporate Title

Owner Address (if different from above)

Signature of Witness

Owner Signature/Corporate Title

City, State Zip Code

Owner Daytime Phone

Email Address

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

** All individual parties must complete and return the enclosed W9 to ensure proper payment. Additional forms may be obtained at www.irs.gov

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

Date Prepared: June 18, 2018
Prepared By: SARAH HALL
Suspense Flag: N

Property	Property Name	Product	State/County	Int Type	Interest
120349	BOWFIN STATE 57-1-48 UNIT 1H 389-36223	All Products	TX/REEVES	RI	0.06250000

Legal Description:
1280 ACRES, MORE OR LESS BEING ALL OF SECTION 48, BLOCK 57, TOWNSHIP 1 AND ALL OF SECTION 37, BLOCK 57, TOWNSHIP 1, T&P RR CO SURVEY, REEVES AND LOVING COUNTIES, TEXAS.



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



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

Dear Interest Owner:

1. Enclosed are two copies of your Division Order or Transfer Order. Please execute (in front of two witnesses) the document stamped "**Return This Copy**" and retain the one marked "**Your Copy**" for your records.
 - a. Sign exactly as shown on the Division Order or Transfer Order. Signatures must be witnessed by two people. If joint ownership, all owners will be required to sign, but may sign separate copies. Signatures by Agents, Attorneys-in-Fact, Guardians or Trustees must be verified by attaching evidence of the right to sign in that manner, such as a copy of the Power of Attorney.
 - b. If a W8 or W9 is enclosed with this mailing, it **MUST** be completed and returned to us per IRS rules. ***Failure to provide this form WILL result in withholding tax in accordance with federal law and any tax withheld will not be refundable by payor. It MUST be the most current IRS W9 form (Rev. November 2017).*** If the name on the Division Order or Transfer Order does not match the name on your Social Security Card, please advise us, in writing, of the differences.
 - c. ***Please note. If there is not a W8 or W9 enclosed with this mailing, we have valid tax information on file and no further action on your part is necessary.***
2. Please address all correspondence, including your executed Division Order, to the following address:
Anadarko E&P Onshore LLC
Attn: Land Administration
P.O. Box 1330 (AHT)
Houston, TX 77251-9874
3. Please send all written **CHANGES OF ADDRESS** to the address listed above, or submit changes through the Oildex website. (Please see the reverse side of this page for instructions.)
4. **NAME AND OWNERSHIP CHANGES** must be submitted in writing to the above address. Please include proper documentation confirming the change:
 - a. **For Name Changes:** Marriage Certificate, Divorce Decree, etc.
 - b. **For Ownership Changes:** Deeds, Assignments, etc., must be recorded in the County (Parish) in which the property is located prior to sending to our office. Copy of the document sent in must have evidence of the recording (e.g., the recording stamp) on it.
 - c. **For Changes due to Death of an Owner:** As a general rule, we require complete copies of probate proceedings rendered by a court having jurisdiction over the property in question. If the Estate was not probated, or if it was probated in a different state, other documentation may be required.
5. When you wish to make an inquiry or request a change, please have available as much of the following information as you can:
 - Owner Number
 - County and State where well is located
 - Well name and/or property number
 - Your telephone number with AREA CODE
6. Anadarko **Owner Relations** toll-free telephone number: **1-800-359-1692**. Our Owner Relations Agents are committed to monitoring and returning calls in a timely manner. Our goal is to return your call within two business days.
7. For access to check information: <http://www.oildex.com>.
Please see the reverse side of this page for instructions.

Anadarko Petroleum Corporation

Owner On-Line Access

Anadarko provides online access to your Check/EFT detail, Revenue Netting Statements and 1099-Misc detail at Oildex.com. Go to www.Oildex.com and follow the instructions below.

"Owner Relations Login" and select "Anadarko (JIB/Checkstub)". This includes Anadarko's subsidiary Kerr McGee.

ACCOUNT LOGIN | OWNER RELATIONS LOGIN



ABOUT

PRODUCTS

RESOURCES

BLOG

SUPPORT

CONTACT

CONNECT AUTOMATE COLLABORATE

- | | | |
|---|------------------------|--------------------|
| › Aera Energy LLC | › Encino | › Phillips 66 |
| › Alta Resources | › Energen | › Pioneer |
| › Altamesa | › Energy & Exploration | › Plains Marketing |
| › Anadarko (fka PDS Checkstub/Gas Balancing/Payout) | › EnerVest | › Premier |
| › Anadarko (JIB/Checkstub) | › Enterprise Crude Oil | › QEP Resources |
| › Apache - Canada | › EOG | › Quicksilver |
| | › FD Energy | › Range Resources |

In the "Secure Owner Information" section, enter your User ID and Password in the fields provided and click on "Login". **NOTE:** If you are a **first time user** be sure to click on "I am a first-time user" and you will be prompted to enter your User ID and Temp Password (see instructions below).

First time users (Please note a check/EFT **must** be issued **first** before an Oildex account is set up. If you have not received a royalty check no information will be posted in oildex.)

Please be sure to click on " **I am a first-time user** " then enter your.....

User ID = Your 6 digit Owner Number. Do not include the RV or O4 at the end of your owner number.

Temp Password = typically the last six digits of the Social Security Number (SSN) or Tax ID Number (TIN) associated with the account (or a unique temporary password, see below*).

You will be prompted to enter your email address and a new password which must be at least 6 alphanumeric characters. A confirmation email which will include the password you have chosen will be sent to you.

* We subscribe to Oildex and they are requested to use the last 6 digits of the SSN/ TIN as the Temp password; however, if Oildex does not have the SSN/TIN at the time of set up they will assign a unique temp password other than the last six digits of the SSN/TIN. In this case you may call 1-800-359-1692 and select option 2 or e-mail owner.relations@anadarko.com . **Please note we will require the Owner Number along with the SSN / Tax ID # associated with the account in order to provide you with the Temporary Password.**

If you have any other problems accessing www.oildex.com please contact Anadarko at owner.relations@anadarko.com or Oildex support directly at: support@oildex.com



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

August 24, 2018

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

Re: State Lease Nos. MF115422, MF115567, MF115499, MF115424, MF117107, MF115566,
MF115898, MF117099, MF115897, MF115899 and MF115498
Bowfin State 57-1-48 1H Unit 8641

Dear Mrs. Hall:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. This Division Order has been filed in the appropriate mineral files.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

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

File No. MF115422Reeves CountyDivision OrderDate Filed: 8-24-18

George P. Bush, Commissioner

By VR

API No. 389-31321		RAILROAD COMMISSION OF TEXAS OIL & GAS DIVISION				FORM W-1 07/2004		
Application Status # 841905		APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER <i>This facsimile W-1 was generated electronically from data submitted to the RRC. A certification of the automated data is available in the RRC's Austin office.</i>				Permit Status: Pending Approval		
SWR Exception Case/Docket No.						<i>The RRC has not approved this application. Duplication or distribution of information is at the user's own risk.</i>		
1. RRC Operator No. 020528		2. Operator's Name (as shown on form P-5, Organization Report) ANADARKO E&P ONSHORE LLC			3. Operator Address (include street, city, state, zip): ATTN FRANK A. DAVIS PO BOX 1330 HOUSTON, TX 77251-1330			
4. Lease Name BOWFIN STATE 57-1-48 UNIT			5. Well No. 2H					
GENERAL INFORMATION								
6. Purpose of filing (mark ALL appropriate boxes): ☒ New Drill ☐ Recompletion ☐ Reclass ☐ Field Transfer ☐ Re-Enter ☐ Amended ☐ Amended as Drilled (BHL) (Also File Form W-1D)								
7. Wellbore Profile (mark ALL appropriate boxes): ☐ Vertical ☒ Horizontal (Also File Form W-1H) ☐ Directional (Also File Form W-1D) ☐ Sidetrack								
8. Total Depth 11500		9. Do you have the right to develop the minerals under any right-of-way? ☒ Yes ☐ No		10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? ☒ Yes ☐ No				
SURFACE LOCATION AND ACREAGE INFORMATION								
11. RRC District No. 08		12. County REEVES		13. Surface Location ☒ Land ☐ Bay/Estuary ☐ Inland Waterway ☐ Offshore				
14. This well is to be located 4.16 miles in a NW direction from ORLA which is the nearest town in the county of the well site.								
15. Section 48		16. Block 57		17. Survey T. & P. RR. CO.		18. Abstract No. A-4241		
						19. Distance to nearest lease line: 200 ft.		
						20. Number of contiguous acres in lease, pooled unit, or unitized tract: 1280		
21. Lease Perpendiculars: 550 ft from the SOUTH line and 1950 ft from the WEST line.				22. Survey Perpendiculars: 550 ft from the SOUTH line and 1950 ft from the WEST line.				
23. Is this a pooled unit? ☒ Yes ☐ No		24. Unitization Docket No:		25. Are you applying for Substandard Acreage Field? ☐ Yes (attach Form W-1A) ☒ No				
FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line.								
26. RRC District No.		27. Field No.		28. Field Name (exactly as shown in RRC records)		29. Well Type		
08		71052900		PHANTOM (WOLFCAMP)		Oil or Gas Well		
						30. Completion Depth		
						10000		
						31. Distance to Nearest Well in this Reservoir		
						770.00		
						32. Number of Wells on this lease in this Reservoir		
						2		
BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1H attachment)								
Remarks [FILER Jul 2, 2018 4:16 PM]: Form H-9 to be filed with District 08 office upon permit approval.				Certificate: I certify that information stated in this application is true and complete, to the best of my knowledge. Betsy Luna, Staff Regulatory Analyst Jul 02, 2018 Name of filer Date submitted (432)2473623 betsy.luna@anadarko.com Phone E-mail Address (OPTIONAL)				
RRC Use Only Data Validation Time Stamp: Jul 2, 2018 4:23 PM(Current Version)								

Permit Status: Pending Approval

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

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

Form W-1H 07/2004
Supplemental Horizontal Well Information

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

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

Status # 841905

Approved Date:

1. RRC Operator No. 020528	2. Operator's Name (exactly as shown on form P-5, Organization Report) ANADARKO E&P ONSHORE LLC	3. Lease Name BOWFIN STATE 57-1-48 UNIT	4. Well No. 2H
Lateral Drainhole Location Information			
5. Field as shown on Form W-1 PHANTOM (WOLFCAMP) (Field # 71052900, RRC District 08)			
6. Section 37	7. Block 57	8. Survey T. & P. RR. CO.	9. Abstract 613
10. County of BHL REEVES			
11. Terminus Lease Line Perpendiculars 60 ft. from the NORTH line. and 1100 ft. from the WEST line			
12. Terminus Survey Line Perpendiculars 60 ft. from the NORTH line. and 1100 ft. from the WEST line			
13. Penetration Point Lease Line Perpendiculars 450 ft. from the SOUTH line. and 1250 ft. from the WEST line			

CERTIFICATE OF POOLING AUTHORITY

Revised 05/2001

P-12

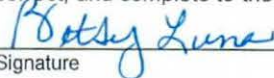
1. Field Name(s) Phantom (Wolfcamp)	2. Lease/ID Number (if assigned) pending	3. RRC District Number 08
4. Operator Name Anadarko E&P Onshore LLC	5. Operator P-5 Number 020528	6. Well Number 2H
7. Pooled Unit Name Bowfin State 57-1-48 Unit	8. API Number pending	9. Purpose of Filing ☒ Drilling Permit (W-1) ☐ Completion Report
10. County Reeves	11. Total acres in pooled unit 1280.00	

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

TRACT/PLAT IDENTIFIER	TRACT NAME	ACRES IN TRACT (See inst. #7 below)	INDICATE UNDIVIDED INTERESTS	
			UNLEASED	NON-POOLED
1	Chevron U.S.A. Inc.	640.0	☐	☐
2	State of Texas, et al	300.0	☐	☐
3	State of Texas, et al	10.0	☐	☐
4	State of Texas, et al	10.0	☐	☐
5	State of Texas, et al	192.0	☐	☐
6	State of Texas, et al	75.5	☐	☐
7	State of Texas, et al	20.0	☐	☐
8	State of Texas, et al	15.0	☐	☐
9	State of Texas, et al	10.0	☐	☐
10	State of Texas, et al	5.0	☐	☐

CERTIFICATION:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.


Signature

Betsy Luna
Print Name

Staff Regulatory Analyst

Title

E-mail (if available)

07/02/2018
Date

432-247-3623
Phone

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

- When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
- The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
- If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
- If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
- If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
- Identify the drill site tract with an * to the left of the tract identifier.
- The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.



CERTIFICATE OF POOLING AUTHORITY

Revised 05/2001

P-12

1. Field Name(s) Phantom (Wolfcamp)	2. Lease/ID Number (if assigned) pending	3. RRC District Number 08
4. Operator Name Anadarko E&P Onshore LLC	5. Operator P-5 Number 020528	6. Well Number 2H
7. Pooled Unit Name Bowfin State 57-1-48 Unit	8. API Number pending	9. Purpose of Filing ☒ Drilling Permit (W-1) ☐ Completion Report
10. County Reeves	11. Total acres in pooled unit 1280.00	

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

TRACT/PLAT IDENTIFIER	TRACT NAME	ACRES IN TRACT (See inst. #7 below)	INDICATE UNDIVIDED INTERESTS	
			UNLEASED	NON-POOLED
11	State of Texas, et al	2.5	☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐

CERTIFICATION:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.

Betsy Luna
Signature

Betsy Luna
Print Name

Staff Regulatory Analyst

Title

E-mail (if available)

07/02/2018
Date

432-247-3623
Phone

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

- When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
- The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
- If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
- If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
- If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
- Identify the drill site tract with an * to the left of the tract identifier.
- The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.



RAILROAD COMMISSION OF TEXAS

1701 N. Congress
P.O. Box 12967
Austin, Texas 78701-2967

Form P-16

Page 1

Rev. 01/2016

Acreage Designation

SECTION I. OPERATOR INFORMATION

Operator Name: Anadarko E&P Onshore LLC	Operator P-5 No.: 020528
Operator Address: P.O. Box 1330, Houston, TX 77251-1330	

SECTION II. WELL INFORMATION

District No.: 08	County: Reeves	Purpose of Filing: ☒ Drilling Permit Application (Form W-1) ☐ Completion Report (Form G-1/W-2)
Well No.: 2H	API No.: Pending	
Total Lease Acres: 1280.00	Drilling Permit No.: Pending	
Lease Name: Bowfin State 57-1-48 Unit	Lease No.: Pending	
Field Name: Phantom (Wolfcamp)	Field No.: 71052900	

Filer is the owner or lessee, or has been authorized by the owner or lessee, of all or an undivided portion of the mineral estate under each tract for which filer is listed as operator below. For all leases operated by other entities, the number of assigned acres shown are reflected on current Commission records or the filer has been authorized by the current operator to change the assigned acreage of that operator as shown below.

SECTION III. LISTING OF ALL WELLS IN THE APPLIED-FOR FIELD ON THE SAME ACREAGE AS THE LEASE, POOLED UNIT, OR UNITIZED TRACT DESIGNATED IN SECTION II ABOVE BY FILER

[illegible]

Total Well Count >	2	< A. Total Assigned Horiz. Acreage	744.0	< C. Total Assigned Acreage
		< Total Remaining Horiz. Acreage	536.00	< Total Remaining Acreage
		< B. Total Assigned Vert./Dir. Acreage		
		< Total Remaining Vert./Dir. Acreage		

SECTION IV. REMARKS / PURPOSE OF FILING (see instructions)

Permitting the 2nd well on this lease in this field. Acreage to be reassigned upon completion.

Attach Additional Pages As Needed. ☒ No additional pages ☐ Additional Pages: _____ (No. of additional pages)

CERTIFICATION: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that this report was prepared by me or under my supervision or direction, that I am authorized to make this report, and that the information contained in this report is true, correct, and complete to the best of my knowledge.

Signature Betsy Luna

Betsy Luna, Staff Regulatory Analyst
Name and title (type or print)

Email (include email address *only* if you affirmatively consent to its public release)

P.O. Box 1330
Address

Houston, TX	77251-1330	
City,	State,	Zip Code

432-247-3623

Tel: Area Code Number

07/02/2018
Date: mo. day yr.

01-93-11



ANADARKO E&P ONSHORE LLC

SHEET NO. 1 OF 1

NATURE OF WORK WELL LOCATION STAKING

DATE 06-13-18

SRID NO. 12393

PROJECT- BOWFIN STATE 57-1-48 UNIT 2H

JOB OR AFE NO. 2145038.PDE

SEC. 37 & 48

BLK OR RANGE 57

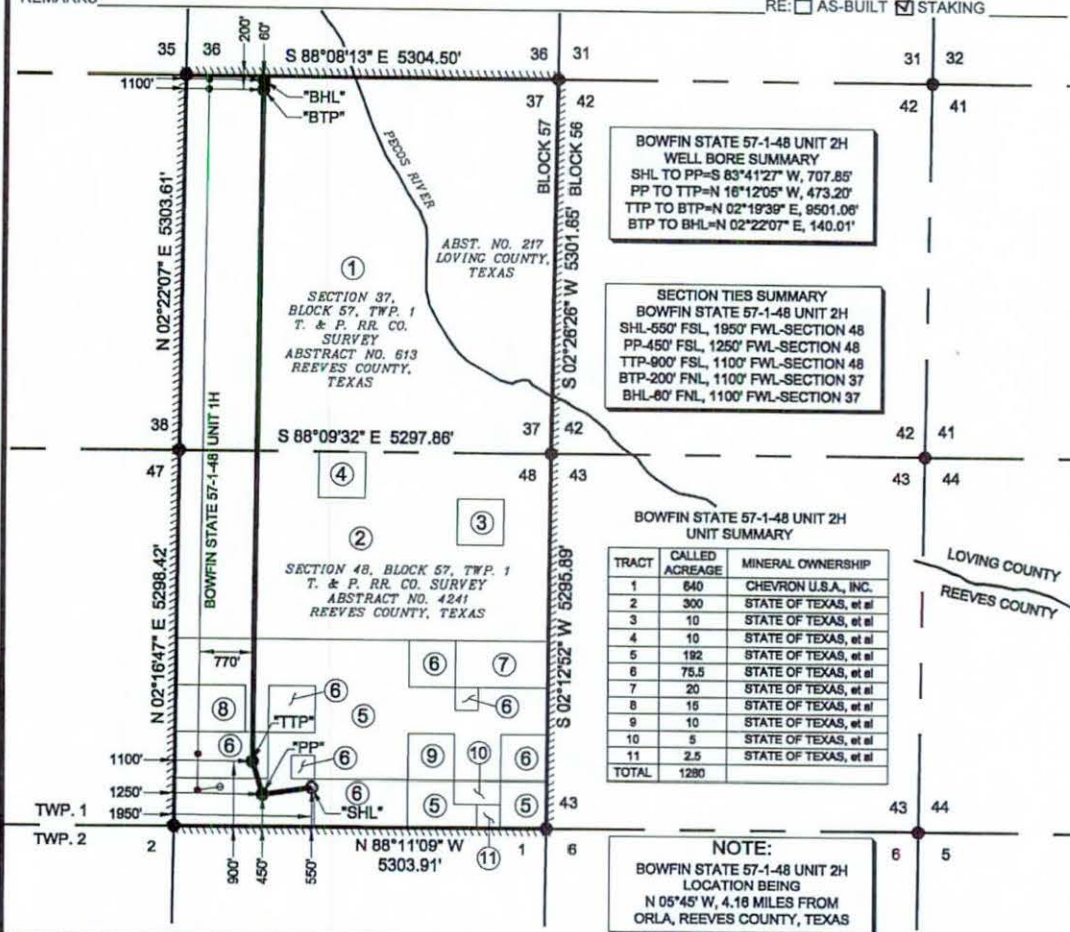
TWP 1

SURVEY

T. & P. RR. CO.

CO. LOVING / REEVES STATE TEXAS

REMARKS

RE: ☐ AS-BUILT ☒ STAKING

STATE PLANE COORDINATE DATUM NAD 27 - TEXAS CENTRAL ZONE 4203		STATE PLANE COORDINATE DATUM NAD 83 - TEXAS CENTRAL ZONE 4203	
BOWFIN STATE 57-1-48 UNIT 2H SHL (ELEV.=2802.98')		BOWFIN STATE 57-1-48 UNIT 2H SHL (ELEV.=2802.98')	
X = 887547.25	LAT = 31°53'05.803" N	X = 1184008.31	LAT = 31°53'06.257" N
Y = 824715.87	LONG = -103°55'03.997" W	Y = 10667294.02	LONG = -103°55'05.707" W
BOWFIN STATE 57-1-48 UNIT 2H PP		BOWFIN STATE 57-1-48 UNIT 2H PP	
X = 896843.70	LAT = 31°53'04.810" N	X = 1183304.74	LAT = 31°53'05.263" N
Y = 824638.09	LONG = -103°55'12.123" W	Y = 10667216.23	LONG = -103°55'13.834" W
BOWFIN STATE 57-1-48 UNIT 2H TTP		BOWFIN STATE 57-1-48 UNIT 2H TTP	
X = 886711.68	LAT = 31°53'09.262" N	X = 1183172.71	LAT = 31°53'09.716" N
Y = 825092.48	LONG = -103°55'13.823" W	Y = 10667670.64	LONG = -103°55'15.534" W
BOWFIN STATE 57-1-48 UNIT 2H BTP		BOWFIN STATE 57-1-48 UNIT 2H BTP	
X = 887097.70	LAT = 31°54'43.278" N	X = 1183558.56	LAT = 31°54'43.731" N
Y = 834585.43	LONG = -103°55'12.898" W	Y = 10677163.86	LONG = -103°55'14.611" W
BOWFIN STATE 57-1-48 UNIT 2H BHL		BOWFIN STATE 57-1-48 UNIT 2H BHL	
X = 887103.49	LAT = 31°54'44.654" N	X = 1183564.35	LAT = 31°54'45.116" N
Y = 834725.31	LONG = -103°55'12.883" W	Y = 10677303.75	LONG = -103°55'14.597" W

Plat Notes

- 1) BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE GRID BASED ON "THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE" AS DETERMINED BY GPS OBSERVATIONS REFERENCED TO TRANSGLOBAL CONTROL POINT "SEAHAWK 1" (N: 10661017.94, E: 1187031.21) WHERE THE CONVERGENCE ANGLE IS -1° 50' 27.9" AND THE COMBINED SCALE FACTOR IS 0.99988354. ELEVATIONS ARE NAVD83 (GEOID 12B). THE POSITIONAL TOLERANCE OF THIS SURVEY EXCEEDS THE REQUIREMENTS FOR A RURAL SURVEY.
- 2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF IMPROVEMENTS WERE BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAVE BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.
- 3) SEE DOCUMENTS AND ELECTRONIC DATA FILED IN THE OFFICE OF TRANSGLOBAL SERVICES, LLC FOR COMPLETE RECONSTRUCTION OF THESE SECTIONS OR BLOCKS.

DATE: 06-13-18 DATE SURVEYED 06-12-18 DRAFT_SBB

JOB NO. 1806045 FIELD BOOK V. JG21, P. 54 REV. 0

FILE 1806045 BOWFIN STATE 57-1-48 UNIT 2H RRC PERMIT PLAT

2000' 0' 2000' 4000'

MAGNETIC NORTH IS CURRENT AS OF 06/12/2018
MAGNETIC NORTH CHANGES WEST 0.10" PER YEAR.

TRANSGLOBAL SERVICES LLC
TBPLS FIRM# 10193740
1100 Macon Street
Fort Worth, Texas 76102
(817) 529-1180 ~ Fax (817) 529-1181

TIMOTHY A. NOLD TEXAS R.P.L.S. NO. 5658

DATE

File No. MF115422

Reeves County

Drilling Permit API 389-37327- Unit 8641

Date Filed: 01/11/2019

By gm George P. Bush, Commissioner



API No. 389-37399 Application Status # 842582 SWR Exception Case/Docket No. _____		RAILROAD COMMISSION OF TEXAS OIL & GAS DIVISION APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER <i>This facsimile W-1 was generated electronically from data submitted to the RRC.</i> <i>A certification of the automated data is available in the RRC's Austin office.</i>			FORM W-1 07/2004 Permit Status: Pending Approval <i>The RRC has not approved this application.</i> <i>Duplication or distribution of information is at the user's own risk.</i>	
1. RRC Operator No. 020528		2. Operator's Name (as shown on form P-5, Organization Report) ANADARKO E&P ONSHORE LLC		3. Operator Address (include street, city, state, zip): ATTN FRANK A. DAVIS PO BOX 1330 HOUSTON, TX 77251-1330		
4. Lease Name BOWFIN STATE 57-1-48 UNIT		5. Well No. 3H				
GENERAL INFORMATION						
6. Purpose of filing (mark ALL appropriate boxes): ☒ New Drill ☐ Recompletion ☐ Reclass ☐ Field Transfer ☐ Re-Enter ☐ Amended ☐ Amended as Drilled (BHL) (Also File Form W-1D)						
7. Wellbore Profile (mark ALL appropriate boxes): ☐ Vertical ☒ Horizontal (Also File Form W-1H) ☐ Directional (Also File Form W-1D) ☐ Sidetrack						
8. Total Depth 11300		9. Do you have the right to develop the minerals under any right-of-way? ☒ Yes ☐ No		10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? ☒ Yes ☐ No		
SURFACE LOCATION AND ACREAGE INFORMATION						
11. RRC District No. 08		12. County REEVES		13. Surface Location ☒ Land ☐ Bay/Estuary ☐ Inland Waterway ☐ Offshore		
14. This well is to be located 4.16 miles in a NW direction from ORLA which is the nearest town in the county of the well site.						
15. Section 48		16. Block 57		17. Survey T&P RR CO/ROWAN, M		
		18. Abstract No. A-4241		19. Distance to nearest lease line: 200 ft.		
20. Number of contiguous acres in lease, pooled unit, or unitized tract: 1280						
21. Lease Perpendiculars: 550 ft from the SOUTH line and 1980 ft from the WEST line.						
22. Survey Perpendiculars: 550 ft from the SOUTH line and 1980 ft from the WEST line.						
23. Is this a pooled unit? ☒ Yes ☐ No		24. Unitization Docket No:		25. Are you applying for Substandard Acreage Field? ☐ Yes (attach Form W-1A) ☒ No		
FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line.						
26. RRC District No.	27. Field No.	28. Field Name (exactly as shown in RRC records)	29. Well Type	30. Completion Depth	31. Distance to Nearest Well in this Reservoir	
08	71052900	PHANTOM (WOLFCAMP)	Oil or Gas Well	10000	770.00	
BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1H attachment)						
Remarks [FILER Jul 18, 2018 3:20 PM]: FORM H-9 WILL BE FILED WITH DISTRICT OFFICE UPON PERMIT APPROVAL.			Certificate: I certify that information stated in this application is true and complete, to the best of my knowledge. Betsy Luna, Staff Regulatory Analyst Name of filer (432)2473623 Phone Jul 18, 2018 Date submitted betsy.luna@anadarko.com E-mail Address (OPTIONAL)			
RRC Use Only			Data Validation Time Stamp: Jul 18, 2018 4:20 PM(Current Version)			

Permit Status: Pending Approval

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

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

Form W-1H 07/2004
Supplemental Horizontal Well Information

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

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

Status # 842582

Approved Date:

1. RRC Operator No. 020528	2. Operator's Name (exactly as shown on form P-5, Organization Report) ANADARKO E&P ONSHORE LLC	3. Lease Name BOWFIN STATE 57-1-48 UNIT	4. Well No. 3H
Lateral Drainhole Location Information			
5. Field as shown on Form W-1 PHANTOM (WOLFCAMP) (Field # 71052900, RRC District 08)			
6. Section 37	7. Block 57 T1	8. Survey T&P RR CO	9. Abstract 613
10. County of BHL REEVES			
11. Terminus Lease Line Perpendiculars 60 ft. from the NORTH line. and 1870 ft. from the WEST line			
12. Terminus Survey Line Perpendiculars 60 ft. from the NORTH line. and 1870 ft. from the WEST line			
13. Penetration Point Lease Line Perpendiculars 450 ft. from the SOUTH line. and 1870 ft. from the WEST line			

01.02.11

RAILROAD COMMISSION OF TEXAS
Oil and Gas Division
PO Box 12967
Austin, Texas 78711-2967
www.rrc.state.tx.us

CERTIFICATE OF POOLING AUTHORITY

Revised 05/2001

P-12

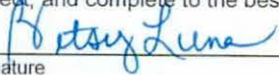
1. Field Name(s) Phantom (Wolfcamp)	2. Lease/ID Number (if assigned) pending	3. RRC District Number 08
4. Operator Name Anadarko E&P Onshore LLC	5. Operator P-5 Number 020528	6. Well Number 3H
7. Pooled Unit Name Bowfin State 57-1-48 Unit	8. API Number pending	9. Purpose of Filing ☒ Drilling Permit (W-1) ☐ Completion Report
10. County Reeves	11. Total acres in pooled unit 1280.00	

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

TRACT/PLAT IDENTIFIER	TRACT NAME	ACRES IN TRACT (See inst. #7 below)	INDICATE UNDIVIDED INTERESTS	
			UNLEASED	NON-POOLED
11	State of Texas, et al	2.5	☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐

CERTIFICATION:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.



Signature

Betsy Luna

Print Name

Staff Regulatory Analyst

Title

07/18/2018

Date

432-247-3623

Phone

E-mail (if available)

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

- When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
- The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
- If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
- If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
- If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
- Identify the drill site tract with an * to the left of the tract identifier.
- The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.

01.03.11

Acreage Designation

SECTION I. OPERATOR INFORMATION

Operator Name: Anadarko E&P Onshore LLC	Operator P-5 No.: 020528
Operator Address: P.O. Box 1330, Houston, TX 77251-1330	

SECTION II. WELL INFORMATION

District No.: 08	County: Reeves	Purpose of Filing: ☒ Drilling Permit Application (Form W-1) ☐ Completion Report (Form G-1/W-2)
Well No.: 3H	API No.: Pending	
Total Lease Acres: 1280.00	Drilling Permit No.: Pending	
Lease Name: Bowfin State 57-1-48 Unit	Lease No.: Pending	
Field Name: Phantom (Wolfcamp)	Field No.: 71052900	

Filer is the owner or lessee, or has been authorized by the owner or lessee, of all or an undivided portion of the mineral estate under each tract for which filer is listed as operator below. For all leases operated by other entities, the number of assigned acres shown are reflected on current Commission records or the filer has been authorized by the current operator to change the assigned acreage of that operator as shown below.

SECTION III. LISTING OF ALL WELLS IN THE APPLIED-FOR FIELD ON THE SAME ACREAGE AS THE LEASE, POOLED UNIT, OR UNITIZED TRACT DESIGNATED IN SECTION II ABOVE BY FILER

[illegible]

Total Well Count >	3	< A. Total Assigned Horiz. Acreage	784.0	< C. Total Assigned Acreage
		< Total Remaining Horiz. Acreage	496.00	< Total Remaining Acreage
		< B. Total Assigned Vert./Dir. Acreage		
		< Total Remaining Vert./Dir. Acreage		

SECTION IV. REMARKS / PURPOSE OF FILING (see instructions)

Permitting the 3rd well on this lease in this field. Acreage to be reassigned upon completion.

Attach Additional Pages As Needed. ☒ No additional pages ☐ Additional Pages: _____ (No. of additional pages)

CERTIFICATION: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that this report was prepared by me or under my supervision or direction, that I am authorized to make this report, and that the information contained in this report is true, correct, and complete to the best of my knowledge.

Signature Betsy Luna

Betsy Luna, Staff Regulatory Analyst

Name and title (type or print)

Email (include email address *only* if you affirmatively consent to its public release)

P.O. Box 1330

Houston, TX 77251-1330

432-247-3623

07/18/2018

Address

City,	State,	Zip Code
-------	--------	----------

Tel: Area Code

Number

Date: mo. day yr.

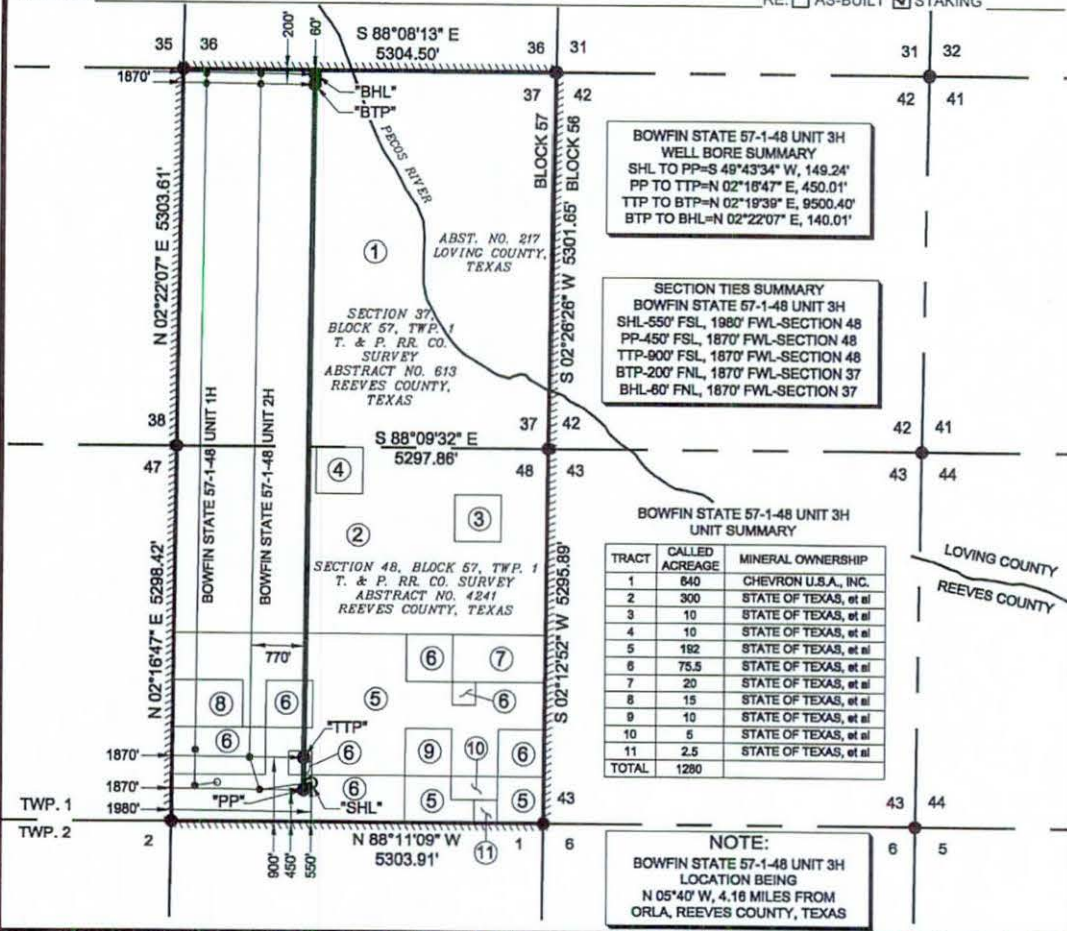
97.93.11



ANADARKO E&P ONSHORE LLC

SHEET NO. 1 OF 1

NATURE OF WORK WELL LOCATION STAKING DATE 06-19-18 SRID NO. 12393
PROJECT- BOWFIN STATE 57-1-48 UNIT 3H JOB OR AFE NO. 2145040.PDE
SEC. 37 & 48 BLK OR RANGE 57 TWP. 1 SURVEY T. & P. RR. CO. CO. LOVING / REEVES STATE TEXAS
REMARKS RE: ☐ AS-BUILT ☒ STAKING



STATE PLANE COORDINATE DATUM
NAD 27 - TEXAS CENTRAL ZONE 4203
BOWFIN STATE 57-1-48 UNIT 3H SHL (ELEV.=2802.94')
X = 887577.26 LAT = 31°53'05.604" N LONG = -103°55'03.649" W
Y = 624714.93
X = 887463.39 LAT = 31°53'04.613" N LONG = -103°55'04.333" W
Y = 624518.46
X = 887481.30 LAT = 31°53'09.266" N LONG = -103°55'04.893" W
Y = 625068.10
X = 887867.31 LAT = 31°54'43.276" N LONG = -103°55'03.965" W
Y = 634560.40
X = 887873.10 LAT = 31°54'44.561" N LONG = -103°55'03.950" W
Y = 634700.27

STATE PLANE COORDINATE DATUM
NAD 83 - TEXAS CENTRAL ZONE 4203
BOWFIN STATE 57-1-48 UNIT 3H SHL (ELEV.=2802.94')
X = 1184038.32 LAT = 31°53'06.257" N LONG = -103°55'05.359" W
Y = 10667293.08
X = 1183924.45 LAT = 31°53'05.267" N LONG = -103°55'06.643" W
Y = 10667196.60
X = 1183942.35 LAT = 31°53'09.720" N LONG = -103°55'06.603" W
Y = 10667646.26
X = 1184328.18 LAT = 31°54'43.729" N LONG = -103°55'05.678" W
Y = 10677138.83
X = 1184333.97 LAT = 31°54'45.114" N LONG = -103°55'05.663" W
Y = 10677278.71

Plot Notes

- 1) BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE GRID BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE "AS DETERMINED BY GPS OBSERVATIONS REFERENCED TO TRANSGLOBAL CONTROL POINT "SEAHAWK 1" (N: 10661017.94, E: 1187031.21) WHERE THE CONVERGENCE ANGLE IS -1° 50' 27.9" AND THE COMBINED SCALE FACTOR IS 0.99986354. ELEVATIONS ARE NAVD83 (GEOID 12B). THE POSITIONAL TOLERANCE OF THIS SURVEY EXCEEDS THE REQUIREMENTS FOR A RURAL SURVEY.
- 2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THIS REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF IMPROVEMENTS WERE BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAVE BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.
- 3) SEE DOCUMENTS AND ELECTRONIC DATA FILED IN THE OFFICE OF TRANSGLOBAL SERVICES, LLC FOR COMPLETE RECONSTRUCTION OF THESE SECTIONS OR BLOCKS.

DATE: 06-19-18 DATE SURVEYED 06-12-18 DRAFT ST

JOB NO. 1806046 FIELD BOOK V. JG21, P. 54 REV. 1

FILE 1806046 BOWFIN STATE 57-1-48 UNIT 3H RRC PERMIT PLAT

2000' 0' 2000' 4000'

TRANSGLOBAL
SERVICES LLCTBPLS FIRM# 10193740
1100 Macon Street
Fort Worth, Texas 76102
(817) 529-1180 ~ Fax (817) 529-1181

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE WELL PLAT SHOWN HEREON REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY. THE INFORMATION PRESENTED HEREON IS FOR THE PRIVATE USE OF THE PARTY NAMED IN THE "REFERENCE PORTION" OF THE TITLE BLOCK AND DOES NOT CONSTITUTE A COMPLETE BOUNDARY SURVEY AS DEFINED BY THE PROFESSIONAL LAND SURVEYING PRACTICES ACT.

TIMOTHY A. NOLD TEXAS R.P.L.S. NO. 5658

DATE



14.

File No. MF115422

Reeves County

Drilling Permit API 389-37399 Unit 8641

Date Filed: 01/11/2019

George P. Bush, Commissioner

By George F. Bush, Commissioner

API No. <u>389-37401</u> Application Status # <u>842583</u> SWR Exception Case/Docket No. _____		RAILROAD COMMISSION OF TEXAS OIL & GAS DIVISION APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER <i>This facsimile W-1 was generated electronically from data submitted to the RRC.</i> <i>A certification of the automated data is available in the RRC's Austin office.</i>			FORM W-1 07/2004 Permit Status: Pending Approval <i>The RRC has not approved this application.</i> <i>Duplication or distribution of information is at the user's own risk.</i>	
1. RRC Operator No. <u>020528</u>		2. Operator's Name (as shown on form P-5, Organization Report) <u>ANADARKO E&P ONSHORE LLC</u>		3. Operator Address (include street, city, state, zip): <u>ATTN FRANK A. DAVIS</u> <u>PO BOX 1330</u> <u>HOUSTON, TX 77251-1330</u>		
4. Lease Name <u>BOWFIN STATE 57-1-48 UNIT</u>		5. Well No. <u>4H</u>				
GENERAL INFORMATION						
6. Purpose of filing (mark ALL appropriate boxes): ☒ New Drill ☐ Recompletion ☐ Reclass ☐ Field Transfer ☐ Re-Enter ☐ Amended ☐ Amended as Drilled (BHL) (Also File Form W-1D)						
7. Wellbore Profile (mark ALL appropriate boxes): ☐ Vertical ☒ Horizontal (Also File Form W-1H) ☐ Directional (Also File Form W-1D) ☐ Sidetrack						
8. Total Depth <u>11300</u>		9. Do you have the right to develop the minerals under any right-of-way? ☒ Yes ☐ No		10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? ☒ Yes ☐ No		
SURFACE LOCATION AND ACREAGE INFORMATION						
11. RRC District No. <u>08</u>		12. County <u>REEVES</u>		13. Surface Location ☒ Land ☐ Bay/Estuary ☐ Inland Waterway ☐ Offshore		
14. This well is to be located <u>4.16</u> miles in a <u>NW</u> direction from <u>ORLA</u> which is the nearest town in the county of the well site.						
15. Section <u>48</u>		16. Block <u>57</u>		17. Survey <u>T&P RR CO/ROWAN, M</u>		
		18. Abstract No. <u>A-4241</u>		19. Distance to nearest lease line: <u>200</u> ft.		
20. Number of contiguous acres in lease, pooled unit, or unitized tract: <u>1280</u>						
21. Lease Perpendiculars: <u>550</u> ft from the <u>SOUTH</u> line and <u>2010</u> ft from the <u>WEST</u> line. 22. Survey Perpendiculars: <u>550</u> ft from the <u>SOUTH</u> line and <u>2010</u> ft from the <u>WEST</u> line.						
23. Is this a pooled unit? ☒ Yes ☐ No		24. Unitization Docket No.: _____		25. Are you applying for Substandard Acreage Field? ☐ Yes (attach Form W-1A) ☒ No		
FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line.						
26. RRC District No.	27. Field No.	28. Field Name (exactly as shown in RRC records)	29. Well Type	30. Completion Depth	31. Distance to Nearest Well in this Reservoir	
08	71052900	PHANTOM (WOLFCAMP)	Oil or Gas Well	10200	770.00	
BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1H attachment)						
Remarks [FILER Jul 18, 2018 3:47 PM]: FORM H-9 WILL BE FILED WITH DISTRICT OFFICE UPON APPROVAL.			Certificate: I certify that information stated in this application is true and complete, to the best of my knowledge. <u>Betsy Luna, Staff Regulatory Analyst</u> <u>Jul 18, 2018</u> Name of filer Date submitted <u>(432)2473623</u> <u>betsy.luna@anadarko.com</u> Phone E-mail Address (OPTIONAL)			
RRC Use Only Data Validation Time Stamp: Jul 18, 2018 4:26 PM(Current Version)						

Permit Status: Pending Approval

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

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

Form W-1H 07/2004
Supplemental Horizontal Well Information

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

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

Status # 842583

Approved Date:

1. RRC Operator No. 020528	2. Operator's Name (exactly as shown on form P-5, Organization Report) ANADARKO E&P ONSHORE LLC	3. Lease Name BOWFIN STATE 57-1-48 UNIT	4. Well No. 4H
Lateral Drainhole Location Information			
5. Field as shown on Form W-1 PHANTOM (WOLFCAMP) (Field # 71052900, RRC District 08)			
6. Section 37	7. Block 57 T1	8. Survey T&P RR CO	9. Abstract 217
10. County of BHL LOVING			
11. Terminus Lease Line Perpendiculars 60 ft. from the NORTH line, and 2640 ft. from the WEST line			
12. Terminus Survey Line Perpendiculars 60 ft. from the NORTH line, and 2640 ft. from the WEST line			
13. Penetration Point Lease Line Perpendiculars 450 ft. from the SOUTH line, and 2420 ft. from the WEST line			

CERTIFICATE OF POOLING AUTHORITY

Revised 05/2001

P-12

1. Field Name(s) Phantom (Wolfcamp)	2. Lease/ID Number (if assigned) pending	3. RRC District Number 08
4. Operator Name Anadarko E&P Onshore LLC	5. Operator P-5 Number 020528	6. Well Number 4H
7. Pooled Unit Name Bowfin State 57-1-48 Unit	8. API Number pending	9. Purpose of Filing ☒ Drilling Permit (W-1) ☐ Completion Report
10. County Reeves	11. Total acres in pooled unit 1280.00	

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

TRACT/PLAT IDENTIFIER	TRACT NAME	ACRES IN TRACT (See inst. #7 below)	INDICATE UNDIVIDED INTERESTS	
			UNLEASED	NON-POOLED
1	Chevron U.S.A. Inc.	640.0	☐	☐
2	State of Texas, et al	300.0	☐	☐
3	State of Texas, et al	10.0	☐	☐
4	State of Texas, et al	10.0	☐	☐
5	State of Texas, et al	192.0	☐	☐
6	State of Texas, et al	75.5	☐	☐
7	State of Texas, et al	20.0	☐	☐
8	State of Texas, et al	15.0	☐	☐
9	State of Texas, et al	10.0	☐	☐
10	State of Texas, et al	5.0	☐	☐

CERTIFICATION:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.

Signature Betsy Luna Print Name Betsy Luna
Staff Regulatory Analyst
Title _____ E-mail (if available) _____ Date 07/18/2018 Phone 432-247-3623

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

- When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
- The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
- If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
- If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
- If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
- Identify the drill site tract with an * to the left of the tract identifier.
- The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.



CERTIFICATE OF POOLING AUTHORITY

Revised 05/2001

P-12

1. Field Name(s) Phantom (Wolfcamp)	2. Lease/ID Number (if assigned) pending	3. RRC District Number 08
4. Operator Name Anadarko E&P Onshore LLC	5. Operator P-5 Number 020528	6. Well Number 4H
7. Pooled Unit Name Bowfin State 57-1-48 Unit	8. API Number pending	9. Purpose of Filing ☒ Drilling Permit (W-1) ☐ Completion Report
10. County Reeves	11. Total acres in pooled unit 1280.00	

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

TRACT/PLAT IDENTIFIER	TRACT NAME	ACRES IN TRACT (See inst. #7 below)	INDICATE UNDIVIDED INTERESTS	
			UNLEASED	NON-POOLED
11	State of Texas, et al	2.5	☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐

CERTIFICATION:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.

Betsy Luna

Signature

Betsy Luna

Print Name

Staff Regulatory Analyst

Title

07/18/2018

Date

432-247-3623

Phone

E-mail (if available)

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

- When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
- The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
- If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
- If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
- If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
- Identify the drill site tract with an * to the left of the tract identifier.
- The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.



RAILROAD COMMISSION OF TEXAS

1701 N. Congress
P.O. Box 12967
Austin, Texas 78701-2967

Form P-16

Page 1

Rev. 01/2016

Acreage Designation

SECTION I. OPERATOR INFORMATION

Operator Name: Anadarko E&P Onshore LLC	Operator P-5 No.: 020528
Operator Address: P.O. Box 1330, Houston, TX 77251-1330	

SECTION II. WELL INFORMATION

District No.: 08	County: Reeves	Purpose of Filing: ☒ Drilling Permit Application (Form W-1) ☐ Completion Report (Form G-1/W-2)
Well No.: 4H	API No.: Pending	
Total Lease Acres: 1280.00	Drilling Permit No.: Pending	
Lease Name: Bowfin State 57-1-48 Unit	Lease No.: Pending	
Field Name: Phantom (Wolfcamp)	Field No.: 71052900	

Filer is the owner or lessee, or has been authorized by the owner or lessee, of all or an undivided portion of the mineral estate under each tract for which filer is listed as operator below. For all leases operated by other entities, the number of assigned acres shown are reflected on current Commission records or the filer has been authorized by the current operator to change the assigned acreage of that operator as shown below.

SECTION III. LISTING OF ALL WELLS IN THE APPLIED-FOR FIELD ON THE SAME ACREAGE AS THE LEASE, POOLED UNIT, OR UNITIZED TRACT DESIGNATED IN SECTION II ABOVE BY FILER

[illegible]

Total Well Count >	4	< A. Total Assigned Horiz. Acreage	824.0	< C. Total Assigned Acreage
		< Total Remaining Horiz. Acreage	456.00	< Total Remaining Acreage
		< B. Total Assigned Vert./Dir. Acreage		
		< Total Remaining Vert./Dir. Acreage		

SECTION IV. REMARKS / PURPOSE OF FILING (see instructions)

Permitting the 4th well on this lease in this field. Acreage to be reassigned upon completion.

Attach Additional Pages As Needed. ☒ No additional pages ☐ Additional Pages: _____ (No. of additional pages)

CERTIFICATION: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that this report was prepared by me or under my supervision or direction, that I am authorized to make this report, and that the information contained in this report is true, correct, and complete to the best of my knowledge.

Signature Betsy Luna

Betsy Luna, Staff Regulatory Analyst
Name and title (type or print)

Email (include email address *only* if you affirmatively consent to its public release)

P.O. Box 1330
Address

Houston, TX 77251-1330		
City,	State,	Zip Code

432-247-3623		07/18/2018	
Tel: Area Code	Number	Date: mo.	day yr.

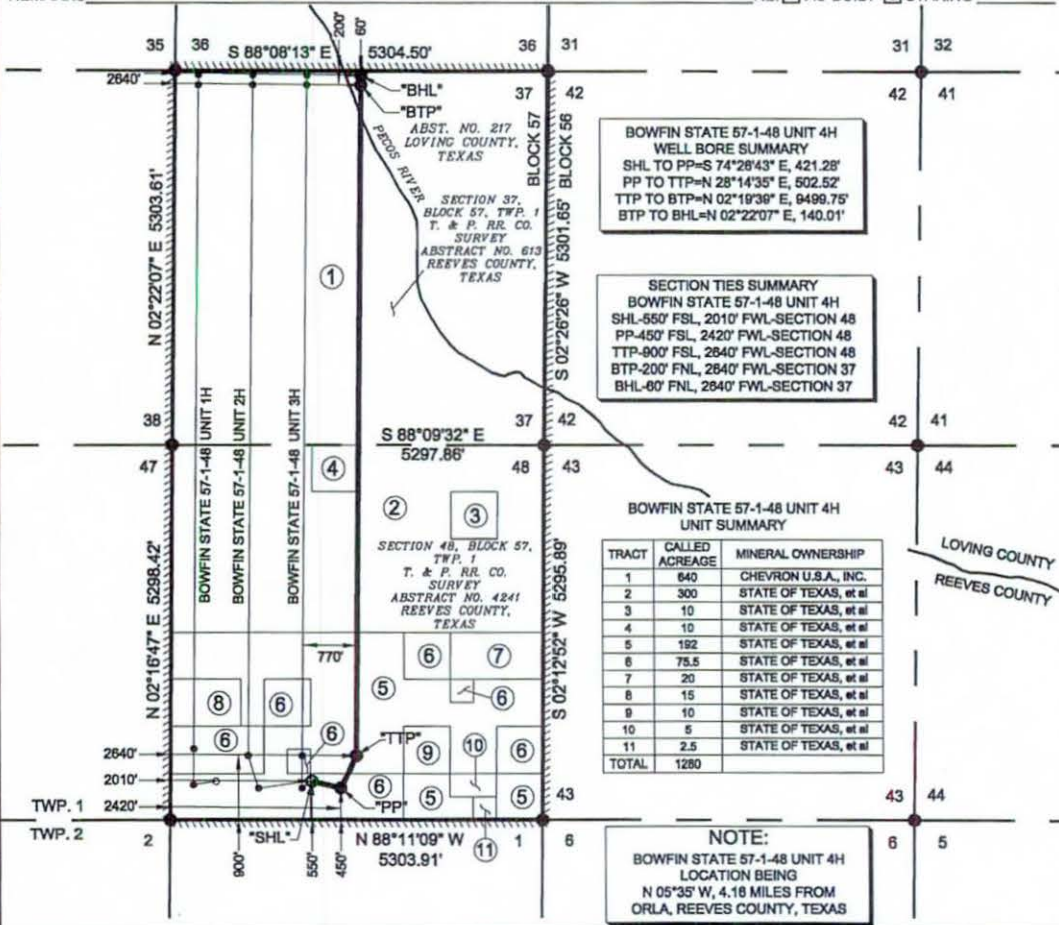
81.92.17



ANADARKO E&P ONSHORE LLC

SHEET NO. 1 OF 1

NATURE OF WORK WELL LOCATION STAKING DATE 06-19-18 SRID NO. 12393
PROJECT BOWFIN STATE 57-1-48 UNIT 4H JOB OR AFE NO. 2145041.PDE
SEC. 37 & 48 BLK OR RANGE 57 TWP. 1 SURVEY T. & P. RR. CO. CO. LOVING / REEVES STATE TEXAS
REMARKS RE: ☐ AS-BUILT ☒ STAKING



STATE PLANE COORDINATE DATUM NAD 27 - TEXAS CENTRAL ZONE 4203		STATE PLANE COORDINATE DATUM NAD 83 - TEXAS CENTRAL ZONE 4203	
BOWFIN STATE 57-1-48 UNIT 4H SHL (ELEV=2802.91')		BOWFIN STATE 57-1-48 UNIT 4H SHL (ELEV=2802.91')	
X = 887607.29	LAT = 31°53'05.804" N	X = 1184068.35	LAT = 31°53'06.258" N
Y = 824714.01	LONG = -103°55'03.300" W	Y = 10667292.18	LONG = -103°55'05.011" W
BOWFIN STATE 57-1-48 UNIT 4H PP		BOWFIN STATE 57-1-48 UNIT 4H PP	
X = 886013.12	LAT = 31°53'04.816" N	X = 1184474.19	LAT = 31°53'05.270" N
Y = 824601.04	LONG = -103°54'58.554" W	Y = 10667179.19	LONG = -103°55'00.264" W
BOWFIN STATE 57-1-48 UNIT 4H TTP		BOWFIN STATE 57-1-48 UNIT 4H TTP	
X = 886250.93	LAT = 31°53'09.270" N	X = 1184711.99	LAT = 31°53'09.724" N
Y = 825043.72	LONG = -103°54'55.963" W	Y = 10667621.88	LONG = -103°54'57.673" W
BOWFIN STATE 57-1-48 UNIT 4H BTP		BOWFIN STATE 57-1-48 UNIT 4H BTP	
X = 889636.92	LAT = 31°54'43.274" N	X = 1185097.81	LAT = 31°54'43.726" N
Y = 834535.36	LONG = -103°54'55.032" W	Y = 10677113.79	LONG = -103°54'56.745" W
BOWFIN STATE 57-1-48 UNIT 4H BHL		BOWFIN STATE 57-1-48 UNIT 4H BHL	
X = 889642.71	LAT = 31°54'44.659" N	X = 1185103.59	LAT = 31°54'45.112" N
Y = 834675.24	LONG = -103°54'55.018" W	Y = 10677253.68	LONG = -103°54'56.730" W

Plat Notes

- 1) BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE GRID BASED ON "THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE" AS DETERMINED BY GPS OBSERVATIONS REFERENCED TO TRANSGLOBAL CONTROL POINT "SEAHAWK 1" (N: 10861017.94, E: 1187031.21) WHERE THE CONVERGENCE ANGLE IS -1° 50' 27.8" AND THE COMBINED SCALE FACTOR IS 0.99996354. ELEVATIONS ARE NAVD83 (GEOID 12B). THE POSITIONAL TOLERANCE OF THIS SURVEY EXCEEDS THE REQUIREMENTS FOR A RURAL SURVEY.
- 2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF IMPROVEMENTS WERE BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAVE BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.
- 3) SEE DOCUMENTS AND ELECTRONIC DATA FILED IN THE OFFICE OF TRANSGLOBAL SERVICES, LLC FOR COMPLETE RECONSTRUCTION OF THESE SECTIONS OR BLOCKS.

DATE: 06-19-18 DATE SURVEYED 06-12-18 DRAFT ST
JOB NO. 1806047 FIELD BOOK V. JG21, P. 54 REV. 1
FILE 1806047 BOWFIN STATE 57-1-48 UNIT 4H RRC PERMIT PLAT

2000' 0' 2000' 4000'

MAGNETIC NORTH IS CURRENT AS OF 06/12/2018.
MAGNETIC NORTH CHANGES WEST 0.10" PER YEAR.



TBPLS FIRM# 10193740
1100 Macon Street
Fort Worth, Texas 76102
(817) 529-1180 ~ Fax (817) 529-1181

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE WELL PLAT SHOWN HEREON REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY. THE INFORMATION PRESENTED HEREON IS FOR THE PRIVATE USE OF THE PARTY NAMED IN THE "REFERENCE PORTION" OF THE TITLE BLOCK AND DOES NOT CONSTITUTE A COMPLETE BOUNDARY SURVEY AS DEFINED BY THE PROFESSIONAL LAND SURVEYING PRACTICES ACT.

TIMOTHY A. NOLD TEXAS R.P.L.S. NO. 5658

DATE

File No. MF 115422Reeves CountyDrilling Permit API 389-37401 Unit 8641Date Filed: 01/11/2019

George P. Bush, Commissioner

By gm



November 16, 2018

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

RE: Bowfin State 57-1-48 Unit 2H, 3H, 4H– Notice of Spud Date
Sections 37 & 48, Block 57, Township 1, T&P RR Co. Survey
Reeves & Loving County, Texas

Mrs. McCauley:

Pursuant to the provisions of the Oil and Gas Lease included in the captioned unit, Anadarko E&P Onshore LLC hereby provides you notice that the Bowfin State 57-1-48 Unit 2H Well is estimated to spud January 14, 2019. The Bowfin State 57-1-48 Unit 3H well is estimated to spud on December 27, 2018. The Bowfin State 57-1-48 Unit 4H well is estimated to spud on December 15, 2018. Enclosed please find the permit applications for each of the listed wells.

Should you need anything else please contact Melissa Urey at Melissa.Urey@Anadarko.com or myself at Debbie.Evans@Anadarko.com.

Sincerely,

ANADARKO E&P ONSHORE LLC

A handwritten signature in blue ink, appearing to read "Debbie Evans", is written over a faint, larger blue ink signature.

Debbie Evans
Staff Land Analyst
Enclosure as stated



File No. MF115422

Reeves County

Notice of Intent to Spud Unit 8641

Date Filed: 01/11/2019

By George P. Bush, Commissioner

2019

USPS TRACKING #



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

9590 9402 1972 6123 7483 03

**United States
Postal Service**

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



Texas General Land Office

George P. Bush, Commissioner

P.O. Box 12873

Austin, Texas 78711-2873

MF115422
MF115499
MF115567
EN9264
7th FLR
Verdis

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Anadarko E&P Onshore LLC
PO Box 1330
Houston, TX 77251-1330



9590 9402 1972 6123 7483 03

2. Article Number (Transfer from service label)

7011 1150 0001 2420 3246

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Craig B.

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Craig B.

C. Date of Delivery

10/11/19

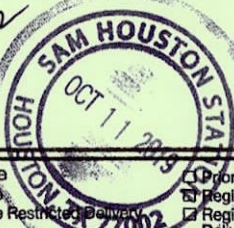
D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

MF 422
115



3. Service Type

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

☐ Priority Mail Express®

☒ Registered Mail™

☒ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

(over 5000)

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage

\$

MF 115422

Certified Fee

MF 115499

Postmark

Here

Return Receipt Fee
(Endorsement Required)

MF 115567

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

Sent To

ANADARKO Exp Onshore LLC

Street, Apt. No.;
or PO Box No.

PO Box 1330

City, State, ZIP+4

Houston, TX 77251-1330

7011 1150 0001 2420 3246

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may **ONLY** be combined with First-Class Mail[®] or Priority Mail[®].
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS[®] postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.



Texas General Land Office

Reconciliation Billing

George P. Bush, Commissioner

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

Anadarko E&P Onshore LLC
PO Box 1330
Houston, TX 77251-1330

Billing Date: 10/7/2019
Billing Due Date: 11/6/2019
Customer Number: C000044444

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
20I00078	MF115422	\$1,443.45	\$0.00	\$144.35	\$73.03	\$1,660.83
20I00079	MF115422	\$0.00	\$7,080.28	\$708.03	\$382.66	\$8,170.97
20I00080	MF115499	\$0.00	\$1,781.55	\$178.16	\$96.29	\$2,056.00
20I00081	MF115567	\$923.54	\$0.00	\$96.52	\$46.72	\$1,066.78
20I00082	MF115567	\$0.00	\$4,531.22	\$453.12	\$244.89	\$5,229.23
Total Due		\$2,366.99	\$13,393.05	\$1,580.18	\$843.59	\$18,183.81

Penalty and interest have been calculated thru 10/31/2019. Payment remitted after 10/31/2019 will result in additional penalty and interest charges.

Contact Info: Alexis Ford (512) 475-1447 or alexis.ford@glo.texas.gov

NOTICE

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

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

Detach and return with payment

Reconciliation Billing

Anadarko E&P Onshore LLC

Billing Date: 10/7/2019

Billing Due Date: 11/6/2019

Customer Number: C000044444

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
20I00078	MF115422	\$1,443.45	\$0.00	\$144.35	\$73.03	\$1,660.83
20I00079	MF115422	\$0.00	\$7,080.28	\$708.03	\$382.66	\$8,170.97
20I00080	MF115499	\$0.00	\$1,781.55	\$178.16	\$96.29	\$2,056.00
20I00081	MF115567	\$923.54	\$0.00	\$96.52	\$46.72	\$1,066.78



Texas General Land Office

George P. Bush, Commissioner

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

20I00082	MF115567	\$0.00	\$4,531.22	\$453.12	\$244.89	\$5,229.23
Total Due		\$2,366.99	\$13,393.05	\$1,580.18	\$843.59	\$18,183.81
Amt. Paid						

Customer ID: C000044444
 Invoice Number: 20I00078
 GLO Lease: MF115422
 GLO Review: ANADARKO E&P ONSHORE LLC
 Review Period: SEP 2017 - AUG 2018

Category: Gas
 Auditor/AE: Aford
 Billing Date: 10/1/2019
 P&I Calculation Date: 10/31/2019
 Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Jun-18	08-284874	1,269	1	\$2.05	1.000000	\$2,605.25	\$325.66	\$0.00	\$325.66	442	5.50%	\$32.57	\$18.79	\$377.02
Aug-18	08-284874	3,742	1	\$2.23	1.072383	\$8,942.31	\$1,117.79	\$0.00	\$1,117.79	381	5.50%	\$111.78	\$54.24	\$1,283.81
TOTALS		5,011				\$11,547.56	\$1,443.44	\$0.00	\$1,443.44			\$144.35	\$73.03	\$1,660.82

ATTN: Anna Anklam
 CERTIFIED MAIL 7011 1150 0001 2420 3246

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

COLUMN (3) VOLUME - REPRESENTS SALES VOLUMES UNDER REPORTED TO THE GLO FROM RRC WELL ID 08-284874.

COLUMN (5) (6) PRICE & BTU - TAKEN FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE GLO.

COLUMNS (12), (13), (14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:

<http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf>

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

Customer ID: C000044444
 Invoice Number: 20I00079
 GLO Lease: MF115422
 GLO Review: ANADARKO E&P ONSHORE LLC
 Review Period: SEP 2017 - AUG 2018

Category: Oil
 Auditor/AE: Aford
 Billing Date: 10/1/2019
 P&I Calculation Date: 10/31/2019
 Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Jun-18	08-284874	461	1	\$53.69	0	\$24,763.17	\$3,095.40	\$0.00	\$3,095.40	452	5.50%	\$309.54	\$183.31	\$3,588.25
Aug-18	08-284874	500	1	\$63.71	0	\$31,879.07	\$3,984.88	\$0.00	\$3,984.88	391	5.50%	\$398.49	\$199.35	\$4,582.72
TOTALS		962				\$56,642.23	\$7,080.28	\$0.00	\$7,080.28			\$708.03	\$382.66	\$8,170.97

ATTN: Anna Anklam
 CERTIFIED MAIL 7011 1150 0001 2420 3246

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

COLUMN (3) VOLUME - REPRESENTS SALES VOLUMES UNDER REPORTED TO THE GLO FROM RRC WELL ID 08-284874.

COLUMN (5) PRICE - TAKEN FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE GLO.

COLUMNS (12), (13), (14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:

<http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf>

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

Customer ID: C00004444
 Invoice Number: 20100080
 GLO Lease: MF115499
 GLO Review: ANADARKO E&P ONSHORE LLC
 Review Period: SEP 2017 - AUG 2018

Category: Oil
 Auditor/AE: Aford
 Billing Date: 10/1/2019
 P&I Calculation Date: 10/31/2019
 Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Jun-18	08-284874	116	1	\$53.69	0	\$6,231.87	\$778.98	\$0.00	\$778.98	452	5.50%	\$77.90	\$46.13	\$903.01
Aug-18	08-284874	126	1	\$63.71	0	\$8,020.53	\$1,002.57	\$0.00	\$1,002.57	391	5.50%	\$100.26	\$50.16	\$1,152.99
TOTALS		242				\$14,252.40	\$1,781.55	\$0.00	\$1,781.55			\$178.16	\$96.29	\$2,056.00

ATTN: Anna Anklaam
 CERTIFIED MAIL 7011 1150 0001 2420 3246

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

COLUMN (3) VOLUME - REPRESENTS SALES VOLUMES UNDER REPORTED TO THE GLO FROM RRC WELL ID 08-284874.

COLUMN (5) PRICE - TAKEN FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE GLO.

COLUMNS (12), (13), (14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:

<http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf>

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

Customer ID: C00004444
 Invoice Number: 20100081
 GLO Lease: MF115567
 GLO Review: ANADARKO E&P ONSHORE LLC
 Review Period: SEP 2017 - AUG 2018

Category: Gas
 Auditor/AE: Aford
 Billing Date: 10/1/2019
 P&I Calculation Date: 10/31/2019
 Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Jun-18	08-284874	812	1	\$2.05	1.000000	\$1,666.78	\$208.35	\$0.00	\$208.35	442	5.50%	\$25.00	\$12.02	\$245.37
Aug-18	08-284874	2,394	1	\$2.23	1.072383	\$5,721.51	\$715.19	\$0.00	\$715.19	381	5.50%	\$71.52	\$34.70	\$821.41
TOTALS		3,206				\$7,388.29	\$923.54	\$0.00	\$923.54			\$96.52	\$46.72	\$1,066.78

ATTN: Anna Anklaam
 CERTIFIED MAIL 7011 1150 0001 2420 3246

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

COLUMN (3) VOLUME - REPRESENTS SALES VOLUMES UNDER REPORTED TO THE GLO FROM RRC WELL ID 08-284874.

COLUMN (5) (6) PRICE & BTU - TAKEN FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE GLO.

COLUMNS (12), (13), (14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:
<http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf>

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

Customer ID: C00004444
 Invoice Number: 20I00082
 GLO Lease: MF115567
 GLO Review: ANADARKO E&P ONSHORE LLC
 Review Period: SEP 2017 - AUG 2018

Category: Oil
 Auditor/AE: Aford
 Billing Date: 10/1/2019
 P&I Calculation Date: 10/31/2019
 Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Jun-18	08-284874	295	1	\$53.69	0	\$15,847.82	\$1,980.98	\$0.00	\$1,980.98	452	5.50%	\$198.10	\$117.31	\$2,296.39
Aug-18	08-284874	320	1	\$63.71	0	\$20,401.94	\$2,550.24	\$0.00	\$2,550.24	391	5.50%	\$255.02	\$127.58	\$2,932.84
TOTALS		615				\$36,249.76	\$4,531.22	\$0.00	\$4,531.22			\$453.12	\$244.89	\$5,229.23

ATTN: Anna Anklam
 CERTIFIED MAIL 7011 1150 0001 2420 3246

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

COLUMN (3) VOLUME - REPRESENTS SALES VOLUMES UNDER REPORTED TO THE GLO FROM RRC WELL ID 08-284874.

COLUMN (5) PRICE - TAKEN FROM PRODUCTION ROYALTY REPORTS SUBMITTED TO THE GLO.

COLUMNS (12), (13), (14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:

<http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf>

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

17
File No. MF 115-422

Reconciliation Billing County

Date Filed: 10/7/19

George P. Bush, Commissioner VD

By _____

MF115422

Anadarko E&P Onshore LLC
P.O. Box 1330
Houston, TX 77251-1330

PAGE: 1 of 1

DATE: April 5, 2018 18709881
TRACE NUMBER: 001077455000760000016771
CHECK NUMBER: 7745500076
AMOUNT PAID: \$4,049.00

ANADARKO E&P ONSHORE LLC

QUESTIONS: 1-800-359-1692 OPTION 3



00002 CKS SE 18095 - 7745500076 NNNNNNNNNN 0955100004204 X836AR C

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
1700 NORTH CONGRESS AVE
AUSTIN TX 78701



095510000203400002000100000000

Owner Number: LA81527303

Date	Payment ID	QLA ID	Description	Gross Amount	Tax Withholding	Net Amount
04/05/18	16771-1	14324	40.49 Rod(s) BOWFIN 57-1-48 POWER LATERAL SEC 48, BLK 57, T/S 1, REEVES COUNTY, TX 40.49 RODS X 1/2 (INTEREST*) X \$200.00/ROD = \$4,049.00 *MINERAL CLASSIFIED LAND	\$4,049.00	\$0.00	\$4,049.00
TOTALS				\$4,049.00	\$0.00	\$4,049.00

18890781

R35006627





April 9, 2018

Texas General Land Office
Attn: George Martin
Stephen F Austin Building
1700 Congress Ave
Austin, TX 78701

Re: Reeves County, TX
Sec 48, Blk 57, T/S 1
T & P RR Co. Survey, A-4241

Dear Mr. Martin,

Please find attached a check in the amount of Four Thousand, Forty-Nine and 00/100 Dollars (\$4,049.00) by Anadarko E&P Onshore LLC Check No. 7745500076. This is compensation for an Power Line in the referenced section. The payment is equal to the payment to the landowner.

The line runs from the Anadarko, power distribution (Section 1, Block 57, T/S 2) north to the Bowfin State 57-1-48 Unit 1H in the N/2 of SW/4 of SW/4 of Sec 48.
(I am attaching a plat of the line.)

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me at the various means below.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Weems".

Robert Weems
Contract Landman
Anadarko Petroleum Corporation
10 Desta Drive #650E
Midland, TX 79705
Robert.Weems@anadarko.com
Office: 432-684-2847
Cell: 432-234-7461

EXHIBIT A

BLOCK 57, T/S 1
A-3723
(FILE: 121199)BLOCK 57, T/S 1
A-613
(FILE: 23780)BLOCK 56, T/S 1
A-1323
(FILE: 148187)BLOCK 57, T/S 1
A-618
(FILE: 23785)BLOCK 56, T/S 1
A-575
(FILE: 23736)BLOCK 57, T/S 2
A-2059
(FILE: 90478)BLOCK 57, T/S 2
A-619
(FILE: 23786)BLOCK 56, T/S 2
A-3657
(FILE: 118658)

**A 1" IPF and being at or near the
Southeast Corner of Section 48, Block 57,
T/S 1 brs South 77°07'24" East - 4618.99'

E.O.L. CL PROPOSED 15' WIDE
PERM. ROW @ STA 22+80 **A
LINE "A"
Y=10,667,654.90'
X=1,182,865.07'
LAT.=31.8859615°
LONG.=-103.9219707°

ESTATE OF RAYFORD SHELTON
VOL. 436, PG. 700
VOL. 409, PG. 683
VOL. 81, PG. 364
VOL. 4, PG. 538
O.D.R.R.C.T.

*A 1" IPF and being at or near the
Southwest Corner of Section 48, Block 57,
T/S 1 brs South 54°09'14" West - 1095.68'

P.O.B. CL PROPOSED 15' WIDE
PERM. ROW @ STA 17+98 *A
LINE "A"
Y=10,667,423.88'
X=1,182,951.96'
LAT.=31.8853345°
LONG.=-103.9216669°

Future Lease Rd.
Future Bowfin State
57-1-48 Unit 1H SL

CENTERLINE PROPOSED
POWERLINE ROW

TOTAL LINEAR FEET = 547.94
TOTAL RODS = 33.21

CENTERLINE PROPOSED
GUY ANCHOR ROW

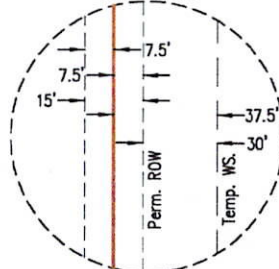
TOTAL LINEAR FEET = 120.00
TOTAL RODS = 7.28

15' WIDE PERM. ROW		
LINE	BEARING	DISTANCE
A1	N02°01'39"E	307.81
A2	N87°56'38"W	95.02'
A3	S02°01'08"W	80.05'
B1	S34°33'46"W	65.06'

GUY ANCHOR 15' WIDE PERM. ROW		
LINE	BEARING	DISTANCE
G1	N02°01'39"E	30.00'
G2	S87°56'38"E	30.00'
G3	N87°56'38"W	30.00'
G4	N02°01'08"E	30.00'

GUY ANCHOR "A"

GUY ANCHOR "B"

Typ. ROW Layout
Not To Scale

- Existing Powerpole
○ Proposed Powerpole

PROP. PERM. ROW WIDTH = 15' PROP. TEMP. WS WIDTH = 30'
TOTAL LENGTH IN SECTION 48, BLOCK 57, T/S 1 = 667.94 FEET (40.49 RODS)
☒ PROPOSED STAKING ☐ OPEN DITCH AS-BUILT ☐ AFTER-BUILT

Tract Owner: Estate of Rayford Shelton

ANADARKO E&P ONSHORE LLC
THE WOODLANDS, TEXAS

Revisions

Project:

**PROPOSED 15' WIDE
PERMANENT ROW
BOWFIN 57-1-48 1H POWER LATERAL**

FIRM NO. 100327-00

AFE# 2125734.EQP, ID 9823

Date: 1/12/2018 G:\2017\374573\ROW\R-4573ROW(48-57-1)SHEL_A

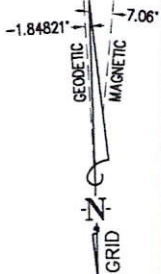
REEVES COUNTY, TEXAS

Page
1 of 4

E.L.S. SURVEYING & MAPPING INC.
2004 W. Grande Blvd. Tyler, Texas (903) 581-7759

Checked
By C.G.B.

1000' 500' 0 1000'
1" = 1000'



NOTES:

FIELD NOTES ACCOMPANY THIS PLAT.

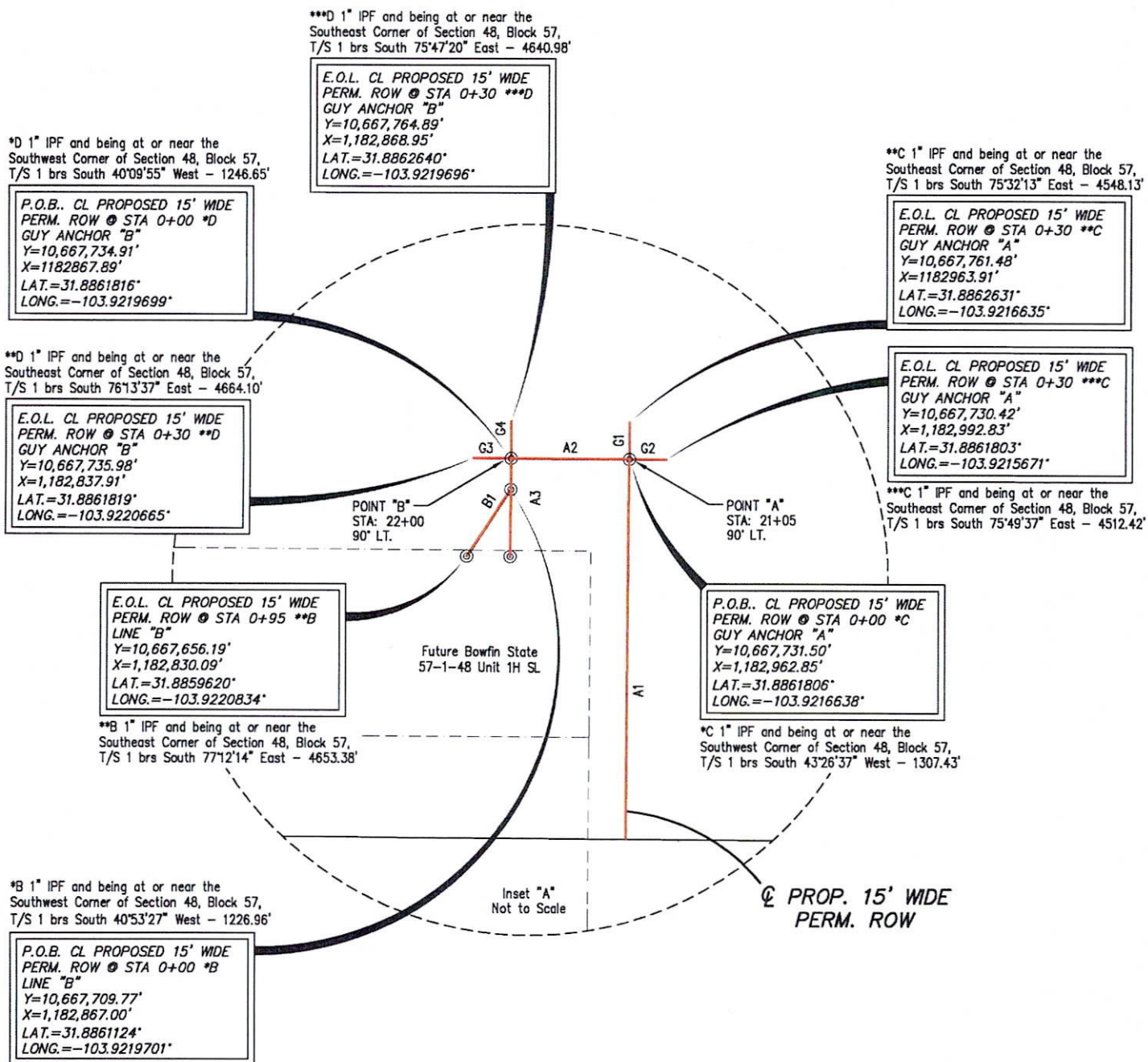
BEARINGS & DISTANCES ARE BASED ON THE TEXAS STATE PLANE COORDINATE
SYSTEM, N.A.D. 83 (2011) (CENTRAL ZONE) DERIVED FROM
GPS OBSERVATIONS.

SURVEYOR HAS NOT ABSTRACTED TITLE. OWNERSHIP INFORMATION
SHOWN HEREON IS BASED ON DATA PROVIDED BY OTHERS.

PROPOSED ROW IS BASED ON AN ACTUAL SURVEY PERFORMED
ON THE GROUND UNDER MY SUPERVISION ON 8/28/2017.

THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
BOUNDARY LINES ARE BASED ON RECORD INFORMATION PROVIDED BY OTHERS.
NO GUARANTEE IS GIVEN OR IMPLIED BY E.L.S. SURVEYING AND MAPPING, INC.
AS TO THE EXACT LOCATION OF EXISTING PIPELINES OR UNDER GROUND
UTILITIES. ALSO THERE IS NO GUARANTEE GIVEN OR IMPLIED THAT WE HAVE
LOCATED ALL EXISTING PIPELINES OR UNDER GROUND UTILITIES.

EXHIBIT A



NOTES:

FIELD NOTES ACCOMPANY THIS PLAT.

BEARINGS & DISTANCES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 (2011) (CENTRAL ZONE) DERIVED FROM GPS OBSERVATIONS.

SURVEYOR HAS NOT ABSTRACTED TITLE. OWNERSHIP INFORMATION SHOWN HEREON IS BASED ON DATA PROVIDED BY OTHERS.

PROPOSED ROW IS BASED ON AN ACTUAL SURVEY PERFORMED
ON THE GROUND UNDER MY SUPERVISION ON 8/28/2017.

THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
BOUNDARY LINES ARE BASED ON RECORD INFORMATION PROVIDED BY OTHERS.

NO GUARANTEE IS GIVEN OR IMPLIED BY E.L.S. SURVEYING AND MAPPING, INC. AS TO THE EXACT LOCATION OF EXISTING PIPELINES OR UNDER GROUND UTILITIES. ALSO THERE IS NO GUARANTEE GIVEN OR IMPLIED THAT WE HAVE LOCATED ALL EXISTING PIPELINES OR UNDER GROUND UTILITIES.

● Existing Powerpole
 ○ Proposed Powerpole

PROP. PERM. ROW WIDTH = 15' PROP. TEMP. WS WIDTH = 30'
TOTAL LENGTH IN SECTION 48, BLOCK 57, T/S 1 = 667.94 FEET (40.49 RODS)
☒ PROPOSED STAKING ☐ OPEN DITCH AS-BUILT ☐ AFTER-BUILT

Tract Owner: Estate of Rayford Shelton

ANADARKO E&P ONSHORE LLC
THE WOODLANDS, TEXAS

Revisions

Project:

PROPOSED 15' WIDE
PERMANENT ROW
BOWFIN 57-1-48 1H POWER LATERAL

FIRM NO. 100327-00

AFE# 2125734.EQP, ID 9823

Date: 1/12/2018 G: 1071\374573\

E.L.S. SURVEYING & MAPPING INC.
2004 W. Grande Blvd. Tyler, Texas (903) 581-7759

Page
2 of 4

Checked
By C.G.B.

1000' 500' 0 1000'

1" = 1000'

EXHIBIT "A"

ANADARKO E&P ONSHORE LLC

Surface Ownership: Estate of Rayford Shelton

Bowfin 57-1-48 1H Power Lateral Proposed 15 Foot Wide Perm. ROW

T. & P. R. R. Co. Survey, Abstract No. 4241, (File: 131773)

Reeves County, Texas

Job No. 374573, Map No. R-4573ROW(48-57-1)SHEL_A, January 12, 2018, AFE# 2125734.EQP, ID 9823

Page 3 of 4

15 FOOT WIDE PERMANENT RIGHT-OF-WAY CENTERLINE DESCRIPTION

BEING a right-of-way over, under, and across Section 48, Block 57, Township 1 in Reeves County, Texas, said right-of-way being 15 feet wide, 7.5 feet either side of the following described centerlines:

CENTERLINE "A":

BEGINNING at a point, from which a 1-inch iron pipe found and being at or near the southwest corner of said Section 48, Block 57, Township 1 bears South 54°09'14" West a distance of 1095.68 feet, said point of beginning having a coordinate value of Latitude: 31.8853345°, Longitude: -103.9216669°;

THENCE along the centerline of said 15 foot wide right-of-way over, under and across said Section 48, Block 57, Township 1 as follows:

North 02°01'39" East a distance of **307.81 feet (Point A)**;

North 87°56'38" West a distance of **95.02 feet (Point B)**;

South 02°01'08" West a distance of **80.05 feet** to a point of termination, from which a 1-inch iron pipe found and being at or near the southeast corner of said Section 48, Block 57, Township 1 bears South 77°07'24" East a distance of 4618.99 feet, said point of termination having a coordinate value of Latitude: 31.8859615°, Longitude: -103.9219707° and covering a total distance of 29.27 rods (482.88 feet).

CENTERLINE "B":

BEGINNING at a point, from which a 1-inch iron pipe found and being at or near the southwest corner of said Section 48, Block 57, Township 1 bears South 40°53'27" West a distance of 1226.96 feet, said point of beginning having a coordinate value of Latitude: 31.8861124°, Longitude: -103.9219701°;

THENCE along the centerline of said 15 foot wide right-of-way over, under and across said Section 48, Block 57, Township 1 **South 34°33'46" West** a distance of **65.06 feet** to a point of termination, from which a 1-inch iron pipe found and being at or near the southeast corner of said Section 48, Block 57, Township 1 bears South 77°12'14" East a distance of 4653.38 feet, said point of termination having a coordinate value of Latitude: 31.8859620°, Longitude: -103.9220834° and covering a total distance of 3.94 rods (65.06 feet).

GUY ANCHOR "A":

BEGINNING at Point A, from which from which a 1-inch iron pipe found and being at or near the southwest corner of said Section 48, Block 57, Township 1 bears South 43°26'37" West a distance of 1307.43 feet, said point of beginning having a coordinate value of Latitude: 31.8861806°, Longitude: -103.9216638°;

THENCE along the centerline of said 15 foot wide right-of-way over, under and across said Section 48, Block 57, Township 1 **North 02°01'39" East** a distance of **30.00 feet** to a point of termination, from which a 1-inch iron pipe found and being at or near the southeast corner of said Section 48, Block 57, Township 1 bears South 75°32'13" East a distance of 4548.13 feet, said point of termination having a coordinate value of Latitude: 31.8862631°, Longitude: -103.9216635° and covering a total distance of 1.82 rods (30.00 feet).

BEGINNING AGAIN at said Point A;

THENCE along the centerline of said 15 foot wide right-of-way over, under and across said Section 48, Block 57, Township 1 **South 87°56'38" East** a distance of **30.00 feet** to a point of termination, from which a 1-inch iron pipe found and being at or near the southeast corner of said Section 48, Block 57, Township 1 bears South 75°49'37" East a distance of 4512.42 feet, said point of termination having a coordinate value of Latitude: 31.8861803°, Longitude: -103.9215671° and covering a total distance of 1.82 rods (30.00 feet).

GUY ANCHOR "B":

BEGINNING at Point B, from which from which a 1-inch iron pipe found and being at or near the southwest corner of said Section 48, Block 57, Township 1 bears South 40°09'55" West a distance of 1246.65 feet, said point of beginning having a coordinate value of Latitude: 31.8861816°, Longitude: -103.9219699°;

EXHIBIT "A"

ANADARKO E&P ONSHORE LLC

Surface Ownership: Estate of Rayford Shelton

Bowfin 57-1-48 1H Power Lateral Proposed 15 Foot Wide Perm. ROW

T. & P. R. R. Co. Survey, Abstract No. 4241, (File: 131773)

Reeves County, Texas

Job No. 374573, Map No. R-4573ROW(48-57-1)SHEL_A, January 12, 2018, AFE# 2125734.EQP, ID 9823

Page 4 of 4

THENCE along the centerline of said 15 foot wide right-of-way over, under and across said Section 48, Block 57, Township 1 **North 87°56'38" West** a distance of **30.00 feet** to a point of termination, from which a 1-inch iron pipe found and being at or near the southeast corner of said Section 48, Block 57, Township 1 bears South 76°13'37" East a distance of 4664.10 feet, said point of termination having a coordinate value of Latitude: 31.8861819°, Longitude: -103.9220665° and covering a total distance of 1.82 rods (30.00 feet).

BEGINNING AGAIN at said Point B;

THENCE along the centerline of said 15 foot wide right-of-way over, under and across said Section 48, Block 57, Township 1 **North 02°01'08" East** a distance of **30.00 feet** to a point of termination, from which a 1-inch iron pipe found and being at or near the southeast corner of said Section 48, Block 57, Township 1 bears South 75°47'20" East a distance of 4640.98 feet, said point of termination having a coordinate value of Latitude: 31.8862640°, Longitude: -103.9219696° and covering a total distance of 1.82 rods (30.00 feet).

ALL CENTERLINES having an **AGGREGATE TOTAL** of **40.49 rods (667.94 feet)**.

The bearings and distances recited hereon are based on NAD83 (2011), Texas Central Zone. A plat accompanies these field notes.

I, Connor G. Brown, Registered Professional Land Surveyor, do hereby certify these field notes to be written from an actual on the ground survey made under my direction and supervision.

GIVEN UNDER MY HAND AND SEAL, this the 12th day of January, 2018.

Connor G. Brown
Registered Professional Land Surveyor
State of Texas No. 6366
E.L.S. Surveying & Mapping Inc.
2004 W. Grande Blvd, Tyler, Texas
(903) 581-7759
Firm No. 100327-00



File No. MF115422

_____ County

Surface Damage Pmt

Date Filed: 9/24/2021

George P. Bush, Commissioner

By VZ

ATTN

MF115422

Anadarko E&P Onshore LLC
P.O. Box 1330
Houston, TX 77251-1330

PAGE: 1 of 1

18710851

DATE: April 16, 2018
TRACE NUMBER: 001077455002170000016920
CHECK NUMBER: 7745500217
AMOUNT PAID: \$354.33

ANADARKO E&P ONSHORE LLC
QUESTIONS: 1-800-359-1692 OPTION 3



00002 CKS SE 16106 - 7745500217 NNNNNNNNNN 1065100004204 X636AR C

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
1700 NORTH CONGRESS AVE
AUSTIN TX 78701



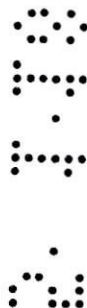
10651000020340000020001000000000

Owner Number: LA81527303

Date	Payment ID	QLA ID	Description	Gross Amount	Tax Withholding	Net Amount
04/16/18	16920-1	14444	40.46 Rod(s) BOWFIN 57-1-48 POWER LATERAL 25KV POWER LINE - SEC 48, BLK 57, T/S 1, REEVES COUNTY, TX 36.4894879% X 40.46 RODS X 1/2 (INTEREST*) X \$48.00/ROD = \$354.33 *MINERAL CLASSIFIED LAND	\$354.33	\$0.00	\$354.33
			TOTALS	\$354.33	\$0.00	\$354.33

141

R35031363



Anadarko E&P Onshore LLC
P.O. Box 1330
Houston, TX 77251-1330

PAGE: 1 of 1

18710852

DATE: April 25, 2018
TRACE NUMBER: 001077455003370000017056
CHECK NUMBER: 7745500337
AMOUNT PAID: \$590.54

ANADARKO E&P ONSHORE LLC
QUESTIONS: 1-800-359-1692 OPTION 3



00007 CKS SE 16115 - 7745500337 NNNNNNNNNN 1155100004204 X63LAR C

COMMISSIONER OF THE TEXAS
GENERAL LAND OFFICE
1700 NORTH CONGRESS AVE
AUSTIN TX 78701



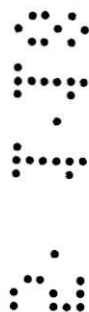
1155100002034000070001000000000

Owner Number: LA81527303

Date	Payment ID	QLA ID	Description	Gross Amount	Tax Withholding	Net Amount
04/25/18	17056-1	14540	40.46 Rod(s) BOWFIN 57-1-48 POWER LATERAL 25KV POWER LINE - SEC 48, BLK 57, T/S 1, REEVES COUNTY, TX 60.8150943% X 40.46 RODS X 1/2 (INTEREST*) X \$48.00/ROD = \$590.54 *MINERAL CLASSIFIED LAND	\$590.54	\$0.00	\$590.54
TOTALS				\$590.54	\$0.00	\$590.54

161

R35334451





April 27, 2018

Texas General Land Office
Attn: George Martin
Stephen F Austin Building
1700 Congress Ave
Austin, TX 78701

Re: Reeves County, TX
Sec 48, Blk 57, T/S 1
T & P RR Co. Survey, A-4241

Dear Mr. Martin,

Please find the attached checkS in the following amounts:

1. Anadarko E&P Onshore LLC – Check No. 7745500217 for **\$354.33**;
2. Anadarko E&P Onshore LLC – Check No. 7745500336 for **\$590.33**

This is compensation for an Power Line in the referenced section. The payment is equal to the payment to the landowner.

The line runs from the Anadarko, power distribution (Section 1, Block 57, T/S 2) north to the Bowfin State 57-1-48 Unit 1H in the N/2 of SW/4 of SW/4 of Sec 48.
(I am attaching a plat of the line.)

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me at the various means below.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Weems".

Robert Weems
Contract Landman
Anadarko Petroleum Corporation
10 Desta Drive #650E
Midland, TX 79705
Robert.Weems@anadarko.com
Office: 432-684-2847
Cell: 432-234-7461

EXHIBIT A

BLOCK 57, T/S 1
A-3723
(FILE: 121199)

BLOCK 57, T/S 1
A-613
(FILE: 23780)

BLOCK 56, T/S 1
A-1323
(FILE: 148187)

BLOCK 57, T/S 1
A-618
(FILE: 23785)

BLOCK 57, T/S 1
SECTION 48
T. & P. R.R. CO., A-4241
(FILE: 131773)

BLOCK 56, T/S 1
A-575
(FILE: 23736)

BLOCK 57, T/S 2
A-2059
(FILE: 90478)

BLOCK 57, T/S 2
A-619
(FILE: 23786)

BLOCK 56, T/S 2
A-3657
(FILE: 118658)

15' WIDE PERM. ROW		
LINE	BEARING	DISTANCE
L1	N02°01'39"E	667.60'

CENTERLINE PROPOSED POWERLINE ROW	
TOTAL LINEAR FEET =	667.60
TOTAL RODS =	40.46



NOTES:

FIELD NOTES ACCOMPANY THIS PLAT.

BEARINGS & DISTANCES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 (2011) (CENTRAL ZONE) DERIVED FROM GPS OBSERVATIONS.

SURVEYOR HAS NOT ABSTRACTED TITLE. OWNERSHIP INFORMATION SHOWN HEREON IS BASED ON DATA PROVIDED BY OTHERS.

PROPOSED ROW IS BASED ON AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION ON 8/28/2017.

THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY. BOUNDARY LINES ARE BASED ON RECORD INFORMATION PROVIDED BY OTHERS. NO GUARANTEE IS GIVEN OR IMPLIED BY E.L.S. SURVEYING AND MAPPING, INC. AS TO THE EXACT LOCATION OF EXISTING PIPELINES OR UNDER GROUND UTILITIES. ALSO THERE IS NO GUARANTEE GIVEN OR IMPLIED THAT WE HAVE LOCATED ALL EXISTING PIPELINES OR UNDER GROUND UTILITIES.

E.O.L. CL PROPOSED 15' WIDE PERM. ROW @ STA 17+98 **
Y=10,667,423.88'
X=1,182,951.96'
LAT.=31.8853345°
LONG.= -103.9216669°

** 1" IPF and being at or near the Southeast Corner of Section 48, Block 57, T/S 1 brs South 79°45'10" East - 4487.52'

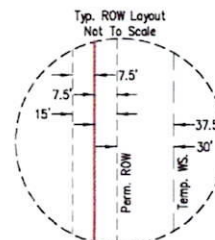
Future Bowfin State
57-1-48 Unit 1H SL

Future Lease Rd. COMMERCE FIRST HOLDINGS, LLC, ET AL

VOL. 1317, PG. 463
VOL. 1014, PG. 519
VOL. 720, PG. 138
O.D.R.R.C.T.

P.O.B. CL PROPOSED 15' WIDE PERM. ROW @ STA 11+30 *
Y=10,666,756.70'
X=1,182,928.34'
LAT.=31.8834994°
LONG.= -103.9216736°

* 1" IPF and being at or near the Southwest Corner of Section 48, Block 57, T/S 1 brs North 88°18'29" West - 864.91'



- Existing Powerpole
- Proposed Powerpole

PROP. PERM. ROW WIDTH = 15' PROP. TEMP. WS WIDTH = 30'
TOTAL LENGTH IN SECTION 48, BLOCK 57, T/S 1 = 667.60 FEET (40.46 RODS)

☒ PROPOSED STAKING ☐ OPEN DITCH AS-BUILT ☐ AFTER-BUILT

Tract Owner: Commerce First Holdings, LLC et al

ANADARKO E&P ONSHORE LLC
THE WOODLANDS, TEXAS

Revisions

Project:

**PROPOSED 15' WIDE
PERMANENT ROW
BOWFIN 57-1-48 1H POWER LATERAL**

FIRM NO. 100327-00

AFE# 2125734.EQP. ID 9823

Date: 1/12/2018 G:\2017\374573\ROW\48-57-1\COMM_A

REEVES COUNTY, TEXAS

Page
1 of 2

E.L.S. SURVEYING & MAPPING INC.

2004 W. Grande Blvd. Tyler, Texas (903) 581-7759

Checked
By C.G.B.

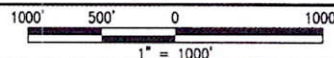


EXHIBIT "A"

ANADARKO E&P ONSHORE LLC
Surface Ownership: Commerce First Holdings, LLC et al
Bowfin 57-1-48 1H Power Lateral Proposed 15 Foot Wide Perm. ROW
T. & P. R. Co. Survey, Abstract No. 4241, (File: 131773)
Reeves County, Texas
Job No. 374573, Map No. R-4573ROW(48-57-1)COMM_A
January 12, 2018, AFE# 2125734.EQP, ID 9823

Page 2 of 2

15 FOOT WIDE PERMANENT RIGHT-OF-WAY CENTERLINE DESCRIPTION

BEING a right-of-way over, under, and across Section 48, Block 57, Township 1 in Reeves County, Texas, said right-of-way being 15 feet wide, 7.5 feet either side of the following described centerline:

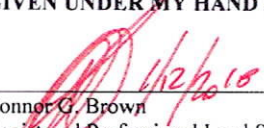
BEGINNING at a point on or near the south line of said Section 48, Block 57, Township 1, from which a 1-inch iron pipe found and being at or near the southwest corner of said Section 48, Block 57, Township 1 bears North 88°18'29" West a distance of 864.91 feet, said point of beginning having a coordinate value of Latitude: 31.8834994°, Longitude: -103.9216736°;

THENCE along the centerline of said 15 foot wide right-of-way over, under and across said Section 48, Block 57, Township 1 North 02°01'39" East a distance of 667.60 feet to a point of termination, from which a 1-inch iron pipe found and being at or near the southeast corner of said Section 48, Block 57, Township 1 bears South 79°45'10" East a distance of 4487.52 feet, said point of termination having a coordinate value of Latitude: 31.8853345°, Longitude: -103.9216669° and covering a total distance of 40.46 rods (667.60 feet).

The bearings and distances recited hereon are based on NAD83 (2011), Texas Central Zone. A plat accompanies these field notes.

I, Connor G. Brown, Registered Professional Land Surveyor, do hereby certify these field notes to be written from an actual on the ground survey made under my direction and supervision.

GIVEN UNDER MY HAND AND SEAL, this the 12th day of January, 2018.


Connor G. Brown
Registered Professional Land Surveyor
State of Texas No. 6366
E.L.S. Surveying & Mapping Inc.
2004 W. Grande Blvd, Tyler, Texas
(903) 581-7759
Firm No. 100327-00



File No. MF 115422

County

Surface Damage PaymentDate Filed: 9/24/2021

George P. Bush, Commissioner

By VZ

2. 1.79



Texas General Land Office

Reconciliation Billing

George P. Bush, Commissioner

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

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

Billing Date: 3/15/2021
Billing Due Date: 4/14/2021
Customer Number: C000044444

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
21I00541	MF115422	\$0.00	\$40,268.22	\$4,026.83	\$2,395.97	\$46,691.02
Total Due		\$0.00	\$40,268.22	\$4,026.83	\$2,395.97	\$46,691.02

Penalty and interest have been calculated thru 3/31/2021. Payment remitted after 3/31/2021 will result in additional penalty and interest charges.

Cortez,Ely Eric () - or Eric.Cortez@glo.texas.gov

NOTICE

- Please update GLO1 and GLO2 production reports to correct volumes.
- Please do not update GLO3 report to include billed royalty, penalty or interest. This receivable has already been recorded.
- For questions regarding this invoice, email us at glo123@glo.texas.gov.

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

Detach and return with payment

Reconciliation Billing

Anadarko E&P Onshore LLC

Billing Date: 3/15/2021

Billing Due Date: 4/14/2021

Customer Number: C000044444

Remit Payment To:

Texas General Land Office

PO Box 12873

Austin, TX 78711-2873

Invoice	Mineral File	Gas Royalty	Oil Royalty	Penalty	Interest	Total Due
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Total Due		\$0.00	\$40,268.22	\$4,026.83	\$2,395.97	\$46,691.02
Amt. Paid						

Customer ID: C000044444
 Invoice Number:
 GLO Lease: MF115422
 GLO Review: ANADARKO E&P ONSHORE LLC
 Review Period: SEPT 2019 THROUGH AUG 2020

Category Oil
 Auditor/AE: ECortez
 Billing Date: 3/4/2021
 P&I Calculation Date: 3/31/2021
 Royalty Rate: 12.50%

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Month / Year	RRC Number	Gas/Oil Volume	Tract Participation Rate	Price	BTU	Gross Value	Royalty Due	Royalty Paid	Additional Royalty Due	Number of Days Late	Interest Rate For Additional Royalty	Penalty Rate From Additional Royalty	Interest Rate From Additional Royalty2	Revenue Due
Sep-19	08-284874	843	1.00000000	\$53.12	1	\$44,780.16	\$5,597.52	\$0.00	\$5,597.52	512	6.50%	\$559.75	\$451.56	\$6,608.83
Oct-19	08-284874	824	1.00000000	\$51.19	1	\$42,180.56	\$5,272.57	\$0.00	\$5,272.57	482	6.50%	\$527.26	\$397.18	\$6,197.01
Nov-19	08-284874	1,127	1.00000000	\$54.76	1	\$61,714.52	\$7,714.32	\$0.00	\$7,714.32	451	5.75%	\$771.43	\$476.39	\$8,962.14
Dec-19	08-284874	1,027	1.00000000	\$58.07	1	\$59,637.89	\$7,454.74	\$0.00	\$7,454.74	420	5.75%	\$745.47	\$423.95	\$8,624.16
Jan-20	08-284874	538	1.00000000	\$55.77	1	\$30,004.26	\$3,750.53	\$0.00	\$3,750.53	391	5.75%	\$375.05	\$196.16	\$4,321.74
Feb-20	08-284874	1,056	1.00000000	\$48.68	1	\$51,406.08	\$6,425.76	\$0.00	\$6,425.76	360	5.75%	\$642.58	\$304.70	\$7,373.04
Mar-20	08-284874	528	1.00000000	\$29.83	1	\$15,750.24	\$1,968.78	\$0.00	\$1,968.78	330	5.75%	\$196.88	\$84.05	\$2,249.71
Apr-20	08-284874	322	1.00000000	\$12.62	1	\$4,063.64	\$507.96	\$0.00	\$507.96	299	5.75%	\$50.80	\$19.21	\$577.97
May-20	08-284874	177	1.00000000	\$14.71	1	\$2,603.67	\$325.46	\$0.00	\$325.46	269	5.75%	\$32.55	\$10.77	\$368.78
Jun-20	08-284874	138	1.00000000	\$33.76	1	\$4,658.88	\$582.36	\$0.00	\$582.36	238	5.75%	\$58.24	\$16.42	\$657.02
Jul-20	08-284874	148	1.00000000	\$36.12	1	\$5,345.76	\$668.22	\$0.00	\$668.22	207	5.75%	\$66.82	\$15.58	\$750.62
TOTALS		6,728				\$322,145.66	\$40,268.22	\$0.00	\$40,268.22			\$4,026.83	\$2,395.97	\$46,691.02

COMMENTS: BILLING ON UNDER REPORTED VOLUMES FOR UNIT 8641 RRC ID# 08-284874, 08-287258, 08-287259, AND 08-287684.

COLUMN (3) UNDER REPORTED VOLUMES TO THE GLO
 COLUMNS (5) & (6) THE PRICES -BASED OFF THE AVERAGE PRICE REPORTED TO THE GLO ON THE GLO1 REPORTS THAT WERE POSTED UNDER RELATED LEASE MF115422.
 COLUMNS (12),(13),(14) PLEASE GO TO THIS WEB SITE FOR EXPLANATION OF PENALTY AND INTEREST ASSESSMENT:
<http://www.glo.texas.gov/energy-business/oil-gas/rrac/forms/penalty-interest-assessment-rules.pdf>

NOTE 1: PLEASE REMIT PAYMENT OF THIS INVOICE SEPARATELY FROM REGULAR ROYALTY PAYMENTS. THE PREFERRED METHOD OF PAYMENT IS BY CHECK ACCOMPANIED WITH THE BOTTOM HALF OF THE ATTACHED INVOICE. IF PAYMENT IS MADE THROUGH ACH DEBIT, SEND AN EMAIL TO account.services@glo.texas.gov

File No. MF 115422

Recon Billing County

Date Filed: 12/27/2021

George P. Buch, Commissioner

By VD



MEMORANDUM

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

DATE: May 9, 2023 **PSA#** 00518

TO: School Land Board

FROM: Pooling Committee

SUBJECT: Request from Anadarko E&P Onshore, LLC to have the State enter into a Production Sharing Agreement for the drilling of the Bowhawk State 57-2-1-37 allocation wells

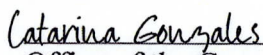
- **Anadarko E&P Onshore, LLC** is the operator of GLO Unit 8641 which includes State Leases MF115422, MF115567, MF115499, MF115424, MF117107, MF115566, MF115898, MF117099, MF115897, MF115899, MF115498 in which the State has a royalty interest, and they are requesting that the royalty owners sign a Production Sharing Agreement, which the School Land Board has the authority to approve pursuant to Texas Natural Resources Code §52.154.
- The Production Sharing Agreement will allow the operator to drill the Bowhawk State 57-2-1-37 allocation wells which will traverse GLO Unit 8641.
- The State's participation in the sharing well will be based on Productive Lateral Length.

POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of the Production Sharing Agreement.


 General Land Office

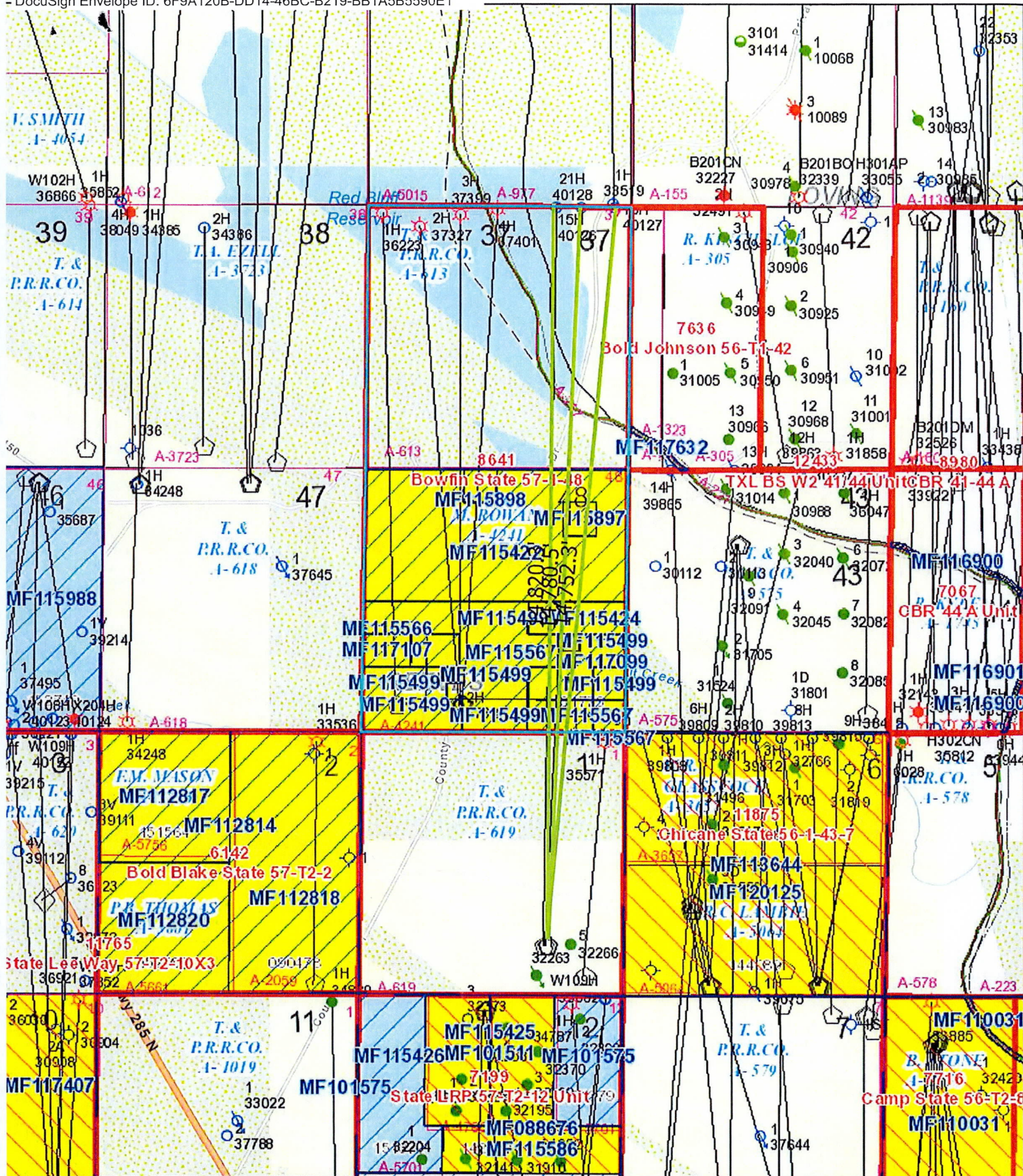
4/18/23
 Date

DocuSigned by:

 Office of the Governor

4/25/2023
 Date

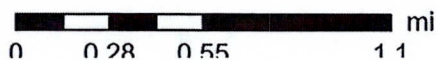
Office of the Governor

Date



GLO Land/Lease Mapping Viewer

Please review all copyright and disclaimer information from our webpage here: <https://www.glo.texas.gov/policy/index.html>. 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 boundaries of private and public land.



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.

PRODUCTION SHARING AGREEMENT

STATE OF TEXAS **§**

§

§

COUNTIES OF LOVING AND REEVES §

ss

This **PRODUCTION SHARING AGREEMENT** (“Agreement”) is by and between the undersigned parties (collectively the “Interest Owners” or individually an “Interest Owner”), and **Anadarko E&P Onshore LLC**, a Delaware limited liability company, with an address at 5 Greenway Plaza, Suite 110, Houston, Texas 77046 (“Anadarko”). Interest Owners and Anadarko may be collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

- A. Interest Owners own an interest in the oil and gas leasehold, minerals, royalties, overriding royalties and/or executive rights under the lands described on Exhibit “A”, attached hereto and fully incorporated by reference herein and made a part hereof (collectively, the “Lands”).
- B. The oil and gas leases described on Exhibit “B” (collectively, the “Leases”) are owned by Anadarko and other working interest owners who are Interest Owners.
- C. Anadarko, as operator, plans to, from time to time, drill one or more Horizontal Drainhole Well(s) on the Lands and Leases described on Exhibits “A” and “B”.
- D. The Parties wish to encourage further development of the Lands and Leases by the drilling of one or more Horizontal Drainhole Well(s) by Anadarko, and in order to:
 1. Prevent physical and economic waste and the drilling of unnecessary wells, and to increase the ultimate recovery of Hydrocarbons from the Lands and Leases; and
 2. Protect the correlative rights of all Interest Owners so that each may receive a fair share of the Hydrocarbons in and under their respective proportion of the Lands and Leases.

- E. The Parties desire to establish a basis for allocating and sharing in the proceeds of production of Hydrocarbons from such a Horizontal Drainhole Well(s) deemed a Sharing Well, as defined below.
- F. In consideration of the mutual promises set out herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms, conditions and provisions:

AGREEMENT

- 1. DEFINITIONS. As used in this Agreement, these words have the following meanings:
 - a. "Allocation Factor" is defined as a fraction, the numerator of which is equal to the amount of surface acreage from each tract identified on **Exhibit "A-1"** (each a "Tract"), and the denominator of which is the sum of the surface acreage from all Tracts. The Allocation Factor for each Tract is also shown on **Exhibit "A-1"** attached hereto and incorporated herewith.
 - b. "Completed Lateral Length" means the horizontal length, in feet, that begins at the first Take Point, and terminates at the last Take Point, less any portion of the Horizontal Drainhole deemed non-productive in the sole opinion of Anadarko. In the event a Sharing Well is developed with more than one Horizontal Drainhole, the Completed Lateral Length shall be the sum of all Completed Lateral Lengths in all such Horizontal Drainholes.
 - c. "Correlative Interval" is the depth interval designated by applicable field rules, or new field designation designated by the Texas Railroad Commission for the Horizontal Drainhole Well, or where a correlative interval has not been designated by the Texas Railroad Commission, it shall be the producing interval for the field in which the Horizontal Drainhole Well is completed as shown by information submitted by Anadarko to the Texas Railroad Commission.
 - d. "Exploration and Production Activities" means the necessary, incidental, and appurtenant activities and operations to be conducted by Anadarko and convenient to its exploration, exploitation, development, transportation, production operations, and any other operations on the Lands and Leases and in the area, including, but not limited to, any rights granted to Anadarko under the terms of the Leases.
 - e. "Horizontal Drainhole" means that portion of the Horizontal Drainhole Well drilled in the Correlative Interval between the penetration point and the terminus.
 - f. "Horizontal Drainhole Well" means a horizontal well as defined in Texas Railroad Commission Statewide Rule 86, having a horizontal displacement of at least one hundred (100) feet.
 - g. "Hydrocarbons" means oil, gas, condensate, casinghead gas and all by-products thereof that may be produced from a well permitted by the Texas Railroad Commission.
 - h. "Sharing Well" means a Horizontal Drainhole Well in which the Completed Lateral Length traverses all Tracts.

- i. "Take Point" means any point along the Horizontal Drainhole where Hydrocarbons can enter the wellbore from the Correlative Interval and be produced.
2. ALLOCATION. Production of Hydrocarbons from a Sharing Well shall be allocated on the following basis:
 - a. Each Interest Owner shall share the production or proceeds from a Sharing Well on the basis of the Allocation Factor, as defined above.
 - b. Proceeds from production from a Sharing Well shall be paid in accordance with the Allocation Factor, as same may be proportionately reduced, set out in Section 2.c below, subject to the terms of the Leases' royalty provisions, which remain in full force and effect except as expressly modified herein.
 - c. In the event an Interest Owner owns less than 100% of the undivided interest in a tract of land, then such Interest Owner's Allocation Factor shall be further proportionately reduced based upon its actual ownership.
 - d. Under no circumstances shall the sum of all Allocation Factors for all Interest Owners (whether a part of this Agreement or not) in a Sharing Well exceed 1.00 (i.e. 100%).
3. Exploration and Production Activities from each Sharing Well, whether or not the entirety of the Sharing Well's Horizontal Drainhole is located on the Lands and regardless of the surface location of such Sharing Well, shall be treated as if there were actual operations on or production from the Lands and will be deemed as actual operations conducted on, or production from, the Lands pursuant to the terms and provisions of each of the Leases and shall be deemed sufficient to maintain the Leases in full force and effect pursuant to the terms thereof.
4. Production from any and all Sharing Wells drilled hereunder shall not create any offset obligation under the Leases, whether express or implied, and shall not constitute drainage under the Leases because all Interest Owners are sharing in the production proceeds. This Agreement shall be deemed to constitute satisfaction of Anadarko's obligations (whether express or implied) to protect the Leases from drainage from each Sharing Well drilled, and protection of each Interest Owner's respective correlative rights. The undersigned further agrees that this Agreement affects only production from each Sharing Well drilled hereunder, and in no way affects ownership under other wells drilled or to be drilled which are not Sharing Wells.
5. If any State lease contains a retained-acreage clause, partial-termination clause, or other provision that would, based upon the passage of time or the occurrence or non-occurrence of some event or condition, cause the State lease to terminate, except as to certain portions of the leased premises included within certain types of units or otherwise associated with productive wells, then, for the sole purpose

of determining the acreage and/or depths of the leased premises under said State lease that is perpetuated by a Sharing Well, that portion of the Sharing Well drilled on the leased premises of said State lease shall be treated as a well drilled entirely on the leased premises, and the acreage retained by said Sharing Well shall be the greater of 40 acres or the amount of acreage determined by the following formula: $0.032 \times L = A$, where L = the length (in feet) of the horizontal lateral component of the well from the first takepoint to the last takepoint and A = the portion of the State lease retained (in acres) provided that, if A is not divisible by the number 20, A will be rounded up to the next number divisible by 20, i.e. (0.032×4500 feet = 144 acres, which rounds up to 160 acres).

6. The provisions of any leases, agreements and, to the extent necessary, any division order(s) or transfer order(s) covering or affecting the Lands and Leases, are hereby amended to the extent necessary to make such instruments and agreements conform to the provisions herein, but not otherwise. In the event of a conflict between the terms and conditions of this Agreement and any of the Leases, agreements, division or transfer orders, then this Agreement shall prevail.
7. This Agreement shall become effective upon execution, and thereafter remain in effect for so long as each respective Lease is maintained in full force and effect. In the event a Sharing Well is plugged back or recompleted in such manner that the wellbore is no longer a Sharing Well, or in the event a Sharing Well is no longer capable of producing in paying quantities, then Anadarko may terminate this Agreement as to that specific Sharing Well or affected Lease, by filing a notice of termination to that effect in the records of Reeves County, Texas, within ninety (90) days after such occurrence. This Agreement shall become binding as to each Interest Owner upon such owner's execution of this Agreement regardless of whether all Interest Owners have executed this Agreement.
- ~~8. In addition to the foregoing, the undersigned Interest Owners do hereby RATIFY, ADOPT, and CONFIRM the oil and gas lease(s) covering their respective Lands and Leases, and each lessor does hereby GRANT, LEASE and LET unto Anadarko, all of Interest Owners' interest in the acreage covered by such lease, subject to the same terms and conditions provided for therein, as same may have been amended otherwise or herein.~~
9. It is understood and agreed that the Interest Owners herein do not by the execution hereof intend to pool or communitize the interest which they now own, or may hereafter own in portions of the land covered by the Lands and Leases with the interests of other parties owning an interest in any other portion or portions of the land covered by the Lands and Leases. Further, except as amended by this Agreement made for the sole purpose of allocation of production of Hydrocarbons from one or more Sharing Wells, the Leases described in Exhibit "B" are not otherwise altered or amended, except as set forth in Section (6) above.
10. To the extent they have the right to do so, Interest Owners hereby grant, let, lease and demise unto Anadarko surface and subsurface easements and rights-of-way (including all reasonable ingress and egress thereto and therefrom) on, in and under all the Lands and Leases associated with the Sharing Well(s) for Exploration and Production Activities.

11. This Agreement may be executed in multiple counterparts, each of which shall be given the same effect as the execution of an original Agreement. Failure of any party hereto to execute a counterpart shall not render this Agreement ineffective as to any other Party hereto that does execute a counterpart thereof, but this Agreement shall be a covenant running with the Land and Leases and be binding upon each executing Party and its, his or her heirs, legal representatives, successors and assigns. The executed counterparts may be combined into one or more instruments for recordation, by combining the signature pages and acknowledgments, and the executing parties agree that such combined instruments shall be effective for all purposes as a single instrument.

EXECUTED and effective on this _____ day of _____, 2023.

Anadarko E&P Onshore LLC

Name: John V. Schneider

Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2023, by _____,
as Attorney-in-Fact for Anadarko E&P Onshore LLC, a Delaware limited liability company, on behalf of
said company.

Notary Public, State of TEXAS

Date Executed 5/23/2023

STATE OF TEXAS

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

Approved:

leas. DBO

cont. MB

legal MC

exec. MT

CERTIFICATE

I, Linda Olson, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on May 9th, 2023, the foregoing instrument was approved by said Board under the provisions of Chapter 32 and 52 of the Natural Resources Code all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 23 day of May, 2023

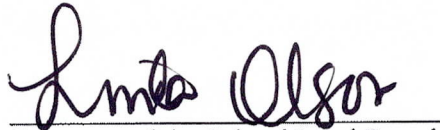

Secretary of the School Land Board

EXHIBIT A

**Attached to and made a part of that certain Production Sharing Agreement dated
_____, 2023 between Anadarko E&P Onshore LLC, and Interest Owners.**

LANDS:

Tract 1: Bowfin State 57-1-48 Unit as described in that certain Pooling Agreement dated September 5, 2017, GLO Unit No. 8641, filed as Instrument Number 2018-0317, Loving County, Texas and Instrument Number 17-20898, Reeves County, Texas: All of Sections 37 and 48, Block 57, Township 1, T&P RR Co. Survey, Loving and Reeves Counties, Texas

Tract 2: E/2 of Section 1, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas

EXHIBIT A-1

**Attached to and made a part of that certain Production Sharing Agreement dated
_____, 2023 between Anadarko E&P Onshore LLC, and Interest Owners.**

Allocation Factor in Each Tract

Tract 1: Allocation Factor: 1280 / 1600

Tract 2: Allocation Factor: 320 / 1600

EXHIBIT B

Attached to and made a part of that certain Production Sharing Agreement dated _____, 2023 between Anadarko E&P Onshore LLC, and Interest Owners.

OIL AND GAS LEASES:

1. APC LEASE NO: 1360832000
LESSOR: CHEVRON U.S.A. INC.
LESSEE: ANADARKO E&P ONSHORE LLC
LEASE DATE: 11/15/2014
RECORDING: MEMORANDUM OF OIL & GAS LEASE
VOLUME 1220, PAGE 332, REEVES COUNTY, TEXAS
INSTRUMENT NO. 2016-0237, LOVING COUNTY, TEXAS
2. APC LEASE NO: 1365636000
LESSOR: ST TX & CHARLENE SHELTON
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 5/15/2013
RECORDING: OIL & GAS LEASE
VOLUME 1007, PAGE 727, REEVES COUNTY, TEXAS
3. APC LEASE NO: 1365700000
LESSOR: ST TX & COX FAMILY TRUST
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/13/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 375, REEVES COUNTY, TEXAS
4. APC LEASE NO: 1365709000
LESSOR: ST TX & JOHN E BLEY
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/10/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 383, REEVES COUNTY, TEXAS
5. APC LEASE NO: 1365647000
LESSOR: ST TX & JOHN RICHARD SAMUEL
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 5/15/2013
RECORDING: OIL & GAS LEASE
VOLUME 1007, PAGE 734, REEVES COUNTY, TEXAS
6. APC LEASE NO: 1365729000
LESSOR: ST TX & MARGARET HALL SAMUEL
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/25/2013
RECORDING: OIL & GAS LEASE
VOLUME 1014, PAGE 535, REEVES COUNTY, TEXAS
7. APC LEASE NO: 1365716000
LESSOR: ST TX & ROBERT M BLEY
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/10/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 392, REEVES COUNTY, TEXAS

8. APC LEASE NO: 1365649000
LESSOR: ST TX & STEPHEN CHOATE
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/10/2013
RECORDING: OIL & GAS LEASE
VOLUME 1007, PAGE 769, REEVES COUNTY, TEXAS
9. APC LEASE NO: 1365650000
LESSOR: ST TX & WILLIAM CHOATE
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/10/2013
RECORDING: OIL & GAS LEASE
VOLUME 1007, PAGE 776, REEVES COUNTY, TEXAS
10. APC LEASE NO: 1365732000
LESSOR: ST TX M-115897 (PSL)
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 10/1/2013
RECORDING: OIL & GAS LEASE
VOLUME 1037, PAGE 719, REEVES COUNTY, TEXAS
11. APC LEASE NO: 1365735000
LESSOR: ST TX M-115898 (PSL)
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 10/1/2013
RECORDING: OIL & GAS LEASE
VOLUME 1037, PAGE 725, REEVES COUNTY, TEXAS
12. APC LEASE NO: 1365738000
LESSOR: ST TX M-115899 (PSL)
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 10/1/2013
RECORDING: OIL & GAS LEASE
VOLUME 1037, PAGE 731, REEVES COUNTY, TEXAS
13. APC LEASE NO: 1359570000
LESSOR: ST TX MF-115422 & RED BLUFF WPCD
LESSEE: GP II ENERGY INC
LEASE DATE: 5/1/2013
RECORDING: OIL & GAS LEASE
VOLUME 1007, PAGE 178, REEVES COUNTY, TEXAS
14. APC LEASE NO: 1365725000
LESSOR: ST TX MF-115566A & R B MCGOWEN JR
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 3/13/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 406, REEVES COUNTY, TEXAS
15. APC LEASE NO: 1365720000
LESSOR: ST TX MF-115566B & RUSSELL B JERRY MCGOWEN III
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/13/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 399, REEVES COUNTY, TEXAS

16. APC LEASE NO: 1365728000
LESSOR: ST TX MF-115566C & JACK LOUIS MCGOWEN
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/13/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 420, REEVES COUNTY, TEXAS
17. APC LEASE NO: 1365553000
LESSOR: ST TX MF-115567C & LORI ANN LEWIS
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 8/29/2013
RECORDING: OIL & GAS LEASE
VOLUME 1029, PAGE 496, REEVES COUNTY, TEXAS
18. APC LEASE NO: 1365550000
LESSOR: ST TX MF-117099 & ALEXIS ESCHSTRUTH
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 8/13/2013
RECORDING: OIL & GAS LEASE
VOLUME 1029, PAGE 284, REEVES COUNTY, TEXAS
19. APC LEASE NO: 1365557000
LESSOR: ST TX MF-117107 & MCDONNOLD FAMILY P'SHIP LP
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 9/16/2013
RECORDING: OIL & GAS LEASE
VOLUME 1031, PAGE 172, REEVES COUNTY, TEXAS
20. APC LEASE NO: 1365731000
LESSOR: ST TX MF-131773 & DORR PETROLEUM LAND MGMT.
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/4/2013
RECORDING: OIL & GAS LEASE
VOLUME 1014, PAGE 544, REEVES COUNTY, TEXAS

File No. MF115422
Reeves County
Production Sharing Agreement #00518
Date Filed: 06/01/2023
Commissioner Dawn Buckingham, M.D.
By: M&B

Matthew Scott

From: Matthew Scott
Sent: Wednesday, February 15, 2023 2:06 PM
To: Leung, Steven A
Cc: Schenkel, Beth V; Robert Hatter; Brian Raygon
Subject: RE: GLO APPLICTION: CHICANE FACILITY
Attachments: 08-10095 2-15-23 CHICANE BOWHAWK APPLICATION APPROVAL.pdf; CHICANE GLO SUBMITTAL REV0.pdf; CHICANE P17 10095 APPROVED (EFF 09-2022).pdf

Steven,

Thank you for submitting the application to commingle production from GLO Unit 11875 (Chicane State 56-1-43-7 Unit) and the future PSA Bowhawk State 57-2-1-37 wells and the request to use gas lift as an artificial lift method in the GLO Unit 11875 and PSA wells.

Please find attached the approval of the application, dated 2/15/2023, for the surface commingling of the production from GLO Unit 11875 with the Bowhawk State PSA wells listed in the application and as part of RRC P17 08-10195.

The future Bowhawk PSA wells includes the state mineral royalty interests associated with GLO Unit 8641 (Bowfin State 57-1-48 Unit).

Gas Lift

In addition, as Lessee and operator of GLO Unit 11875 and the future Bowhawk State PSA wells, it was requested that the GLO approve of the use of gas lift as a form of artificial lift to produce the unit and PSA wells.

The GLO approves of the use of gas lift to produce the unit well(s) and PSA wells from the portion of state mineral lease MF113644 that is included in the scope of GLO Unit 11875, and the portions of the state mineral leases in the scope of GLO Unit 8641 as follows:

RAL MF115422
RAL MF115424
RAL MF115498
RAL MF115499
RAL MF115566
RAL MF115567
RAL MF117099
RAL MF117107
U Fee MF115897
U Fee MF115898
U Fee MF115899.

Thank you,

Matthew

Matthew T. Scott, P.E.
Petroleum Engineer

(512) 463-5296
Energy Resources Division
Texas General Land Office
Commissioner Dawn Buckingham, M.D.

From: Leung, Steven A <Steven_Leung@oxy.com>
Sent: Monday, February 13, 2023 8:13 PM
To: Matthew Scott <Matthew.Scott@glo.texas.gov>
Cc: Schenkel, Beth V <Beth_Schenkel@oxy.com>
Subject: [EXTERNAL] GLO APPLICTION: CHICANE FACILITY

Mr. Scott,

Please see the attached surface commingle application for the Chicane Facility

- Approved P17 is attached
- The GLO NRI on the application are provided by our land team. Please let me know if you have a different NRI.
- This facility is initially for the Chicane wells. The Bowhawk development is still in planning (est. production end of Q3), but the facility scope is defined. We will amend this application when we have the Bowhawk GLO unit approved with NRI.

Please let us know if you have any questions.

Thanks,
Steven

STEVEN LEUNG
Oxy Regulatory Engineer
Office: 713.497.2503

CAUTION: This email originated from OUTSIDE of the Texas General Land Office. Links or attachments may be dangerous. Please be careful clicking on any links or opening any attachments.



Texas General Land Office
Application to Surface Commingle State Leases

Enter the unique meter identification number or serial number for all flow meters as shown on your attached process flow diagram(s). Each lease must have Oil (O), Gas (G), and Water (W) allocation, flash, fuel, vent, flare, instrument, lift gas, and Oil and Gas sales meters. Some meters (e.g. fuel) may pertain to multiple leases. Conversely, one lease may have multiple instances of some meters (e.g. flash at each stage of separation). If applicable, list the unique identification number for each measured pressure vessel and heater treater. Attach Flow Meter List Continuation Pages as needed.

Certifications

- ☒ All State lease oil and gas separators are of ample capacity as required by 31 Texas Administrative Code §9.35(a)(2) and the terms of any lease that is the subject of this commingling.
- ☒ If applicable, the appropriate Form P-17 or P-17A has been filed with the Railroad Commission of Texas with respect to all leases associated with this application, and the GLO has been furnished with a copy.
- ☒ All non-sales (e.g. fuel, instrument, vent, flash, flare, and lift gas) dispositions of hydrocarbon are metered as required by 31 Texas Administrative Code §9.35(a)(2) and the terms of any lease that is the subject of this commingling. If any required meters are missing, they will be installed within 18 months of the date of this application (enter installation date in Meter Tag field for each missing meter).
- ☒ All sales dispositions of hydrocarbon are metered as required by 31 Texas Administrative Code §9.35(a)(2) and the terms of any lease that is the subject of this commingling.
- ☒ No material changes to the commingled facility or equipment as represented in this application will be made without prior written permission of the GLO.
- ☐ Where applicable, the Lessee has obtained written permission to inject recycled or off-lease gas for secondary or enhanced recovery operations or for gas lift purposes as an artificial lift method and that all gas supply and distribution points are metered per 31 Texas Administrative Code § 9.35(a)(2). If gas is not injected into a formation or utilized for gas lift, then leave the check box blank.
- ☒ Oxy is requesting approval to inject gas lift for the following GLO unit(s): 11875
- ☒ I acknowledge and agree that royalty is due on 100% of the hydrocarbons produced from each lease and that the GLO will use molecular (component) balance software to verify the fractionated value of all processed gas. (The GLO acknowledges that nothing in this statement is intended to amend or modify any lease that is the subject of this commingling.) Gas royalty payment will be due on that basis irrespective of the method of allocation I have used to report such production if underpayment is discovered during an audit.

Company Name, Address: ANADARKO E&P ONSHORE LLC, PO BOX 4294, HOUSTON, TX 77210

Responsible Official Name, Title: STEVEN LEUNG, REGULATORY ENGINEER

Signature: *Steven Leung*

Date: 2/13/23

Responsible Official Phone: 713-497-2503

Email Address: STEVEN_LEUNG@OXY.COM

Approved by: Matthew T. Scott

Signature: *Matthew T. Scott*

Date: 2/15/2023

Bowhawk 57-2-1-37 PSA wells and Chicane State 56-1-43-7 Unit 11875 wells (MF113644) and Gas Lift in PSA wells and Unit 11875.



RAILROAD COMMISSION OF TEXAS

1701 N. Congress
P.O. Box 12967
Austin, Texas 78711-2967

Form P-17

Rev. 03/2019

EXCEPTION TO STATEWIDE RULES 26 AND/OR 27 COMMINGLING PERMIT APPLICATION

☒ New☐ Amended Existing Permit

No. _____

Effective Month/Year of Requested

Exception: 09 / 2022

District 08

County Reeves

173658

SECTION 1. OPERATOR INFORMATION

Operator Name: Anadarko E&P Onshore LLC

Operator P-5 No.: 020508

Operator Address: ATTN KELLEY MONTGOMERY, PO BOX 4294, HOUSTON, TX 77210

SECTION 2. GATHERER (of oil or condensate) INFORMATION (not required if 3b is checked)

Gatherer Name: DBM OIL SERVICES, LLC

Gatherer P-5 No.: 195768

Gatherer Address: PO BOX 1330, HOUSTON, TX 77251

Gatherer E-mail Address:

(Optional - If provided, e-mail address will become part of this public record.)

SECTION 3. APPLICATION APPLIES TO (CHECK ALL THAT APPLY): ☒ OIL ☒ CASINGHEAD GAS ☒ GAS WELL GAS ☐ CONDENSATE

- a) ☐ Gas well full well stream into common separation and storage facility with liquids reported on Form PR.
- b) ☐ Gas well full well stream into a gasoline plant/common separation and storage facility with liquids reported on Form R-3 Serial # _____ (If full well stream is checked, the results of periodic tests to determine the number of stock tank barrels of liquid hydrocarbons recovered per 1,000 standard cubic feet of gas must be reported on Form G-10 in accordance with SWR 55. Attach an explanation of any exceptions to SWR 55.)
- c) ☐ Condensate and low-pressure Gas Well Gas are commingled into low-pressure separation and storage facilities.
- d) ☒ This request is for off lease: ☒ Storage ☒ Separation ☒ Metering
- e) ☒ This exception is for common storage.
- f) ☒ This exception is for common separation.
- g) ☒ This exception is for casinghead gas metering by: ☐ Deduct Metering ☒ Allocation by well test ☐ Other _____
- h) ☒ This exception is for gas well gas metering by: ☐ Deduct Metering ☒ Allocation by well test ☐ Other _____

SECTION 4. NOTICE REQUIREMENTS AND ALLOCATION METHOD.

If you are seeking an exception to Rule 26 or 27 pursuant to subsection (d) of Rule 26, 21-day notice is required and applies to all wells proposed for commingling.

☒ The royalty interests and working interests are not the same with respect to identity and percentage; and the production stream from each tract and each Commission-designated reservoir is not measured separately therefore, I have provided the required 21-day notice pursuant to subsection (d) of Rule 26.

Production will be allocated by: ☐ W-10 (oil) ☐ W-2 retest (oil) ☐ PD Meter (oil & condensate) ☐ G-10 (gas) ☒ Other Well Test _____

SECTION 5. ☐ Any one of the wells proposed for commingling produces from a Commission-designated reservoir for which special field rules regarding surface commingling have been adopted. (Additional notice may be required; see instructions)

SECTION 6. ☐ Wells proposed for commingling have an operator's name other than the applicant listed in SECTION 1. (See instructions)

SECTION 7. ☒ For oil production, the production from all oil wells on each oil lease is to be commingled. (See instructions)

SECTION 8. IDENTIFY LEASES AS SHOWN ON COMMISSION RECORDS (attach additional pages as needed)

DISTRICT	RRC IDENTIFIER	ACTION	LEASE AND FIELD NAME	WELL NO.
08	DP 881913	☐ Existing ☒ Add ☐ Delete	CHICANE STATE 56-1-43-7 A / PHANTOM (WOLFCAMP)	11H / ALL
08	DP 881914	☐ Existing ☒ Add ☐ Delete	CHICANE STATE 56-1-43-7 B / PHANTOM (WOLFCAMP)	12H / ALL
08	DP 881915	☐ Existing ☒ Add ☐ Delete	CHICANE STATE 56-1-43-7 C / PHANTOM (WOLFCAMP)	13H / ALL
08	DP 882409	☐ Existing ☒ Add ☐ Delete	BOWHAWK STATE 57-2-1-37 A / PHANTOM (WOLFCAMP)	15H / ALL

ATTACH ADDITIONAL PAGES AS NEEDED. ☐ No additional pages ☒ Additional pages 1 (# of additional pages)

FEE: \$150 Filing Fee + \$225 Surcharge = \$375 total remittance required (See Statewide Rule 78)

CERTIFICATE: I declare under penalties in Sec. 91.143, Texas Natural Resources Code, that I am authorized to file this application, that this application was prepared by me or under my supervision and direction, and that the data and facts stated therein are true, correct, and complete to be the best of my knowledge. I certify that all requests for related required approvals from other affected state agencies have been submitted and that I understand that any authorization granted by Commission approval of this application is contingent upon the approvals from other affected state agencies being obtained.

Signature _____ Title **REGULATORY ENGINEER** Date **9/15/2022**

Operator E-mail Address: _____ Operator Phone No. 713-497-2503

(Optional - If provided, e-mail address will become part of this public record.)

RRC USE ONLY

Commingling Permit No. 10095

Approval date: 10/12/22

Approved by: _____

FORM P-17 ATTACHMENT

SECTION 8. (CONT'D) IDENTIFY LEASES AS SHOWN ON COMMISSION RECORDS (attach additional pages as needed)

[illegible]



Texas General Land Office
Application to Surface Commingle State Leases

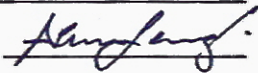
Enter the unique meter identification number or serial number for all flow meters as shown on your attached process flow diagram(s). **Each lease must have Oil (O), Gas (G), and Water (W) allocation, flash, fuel, vent, flare, instrument, lift gas, and Oil and Gas sales meters.** Some meters (e.g. fuel) may pertain to multiple leases. Conversely, one lease may have multiple instances of some meters (e.g. flash at each stage of separation). If applicable, list the unique identification number for each measured pressure vessel and heater treater. Attach Flow Meter List Continuation Pages as needed.

Certifications

- ☒ All State lease oil and gas separators are of ample capacity as required by 31 Texas Administrative Code §9.35(a)(2) and the terms of any lease that is the subject of this commingling.
- ☒ If applicable, the appropriate Form P-17 or P-17A has been filed with the Railroad Commission of Texas with respect to all leases associated with this application, and the GLO has been furnished with a copy.
- ☒ All non-sales (e.g. fuel, instrument, vent, flash, flare, and lift gas) dispositions of hydrocarbon are metered as required by 31 Texas Administrative Code §9.35(a)(2) and the terms of any lease that is the subject of this commingling. If any required meters are missing, they will be installed within 18 months of the date of this application (enter installation date in Meter Tag field for each missing meter).
- ☒ All sales dispositions of hydrocarbon are metered as required by 31 Texas Administrative Code §9.35(a)(2) and the terms of any lease that is the subject of this commingling.
- ☒ No material changes to the commingled facility or equipment as represented in this application will be made without prior written permission of the GLO.
- ☐ Where applicable, the Lessee has obtained written permission to inject recycled or off-lease gas for secondary or enhanced recovery operations or for gas lift purposes as an artificial lift method and that all gas supply and distribution points are metered per 31 Texas Administrative Code § 9.35(a)(2). If gas is not injected into a formation or utilized for gas lift, then leave the check box blank.
- ☒ Oxy is requesting approval to inject gas lift for the following GLO unit(s): 11875
- ☒ I acknowledge and agree that royalty is due on 100% of the hydrocarbons produced from each lease and that the GLO will use molecular (component) balance software to verify the fractionated value of all processed gas. (The GLO acknowledges that nothing in this statement is intended to amend or modify any lease that is the subject of this commingling.) Gas royalty payment will be due on that basis irrespective of the method of allocation I have used to report such production if underpayment is discovered during an audit.

Company Name, Address: ANADARKO E&P ONSHORE LLC, PO BOX 4294, HOUSTON, TX 77210

Responsible Official Name, Title: STEVEN LEUNG, REGULATORY ENGINEER

Signature: 

Date: 2/13/23

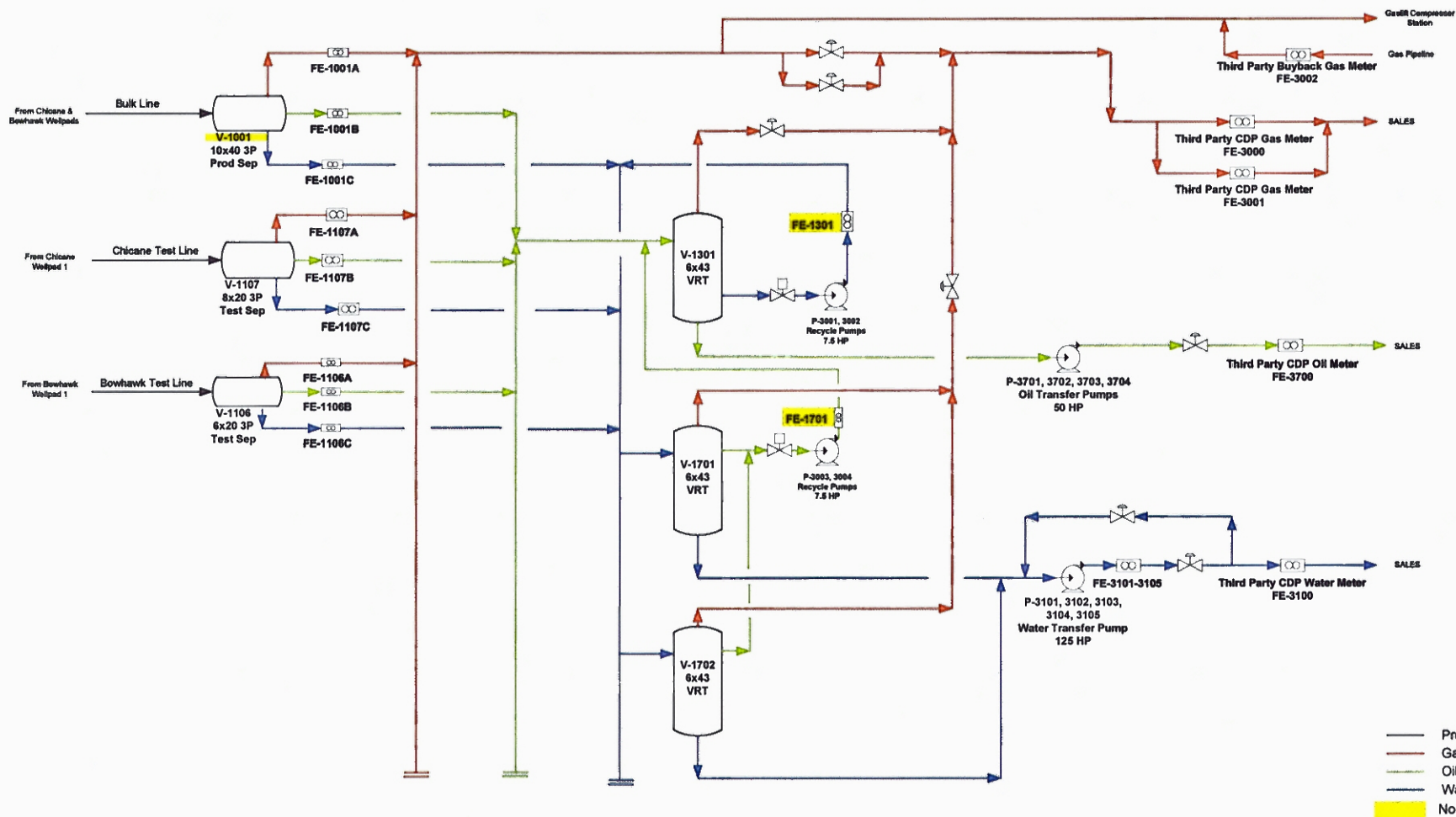
Responsible Official Phone: 713-497-2503

Email Address: STEVEN_LEUNG@OXY.COM

Approved by: _____

Signature: _____

Date: _____



NOTES	REVISION BLOCK						ENGINEERING RECORD	
	NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
	0			KPG			DRN: KPG	
							DES:	
							CHK:	
							APP:	
							AFE:	

Process Flow Diagram
Chicane Tankless 5.0

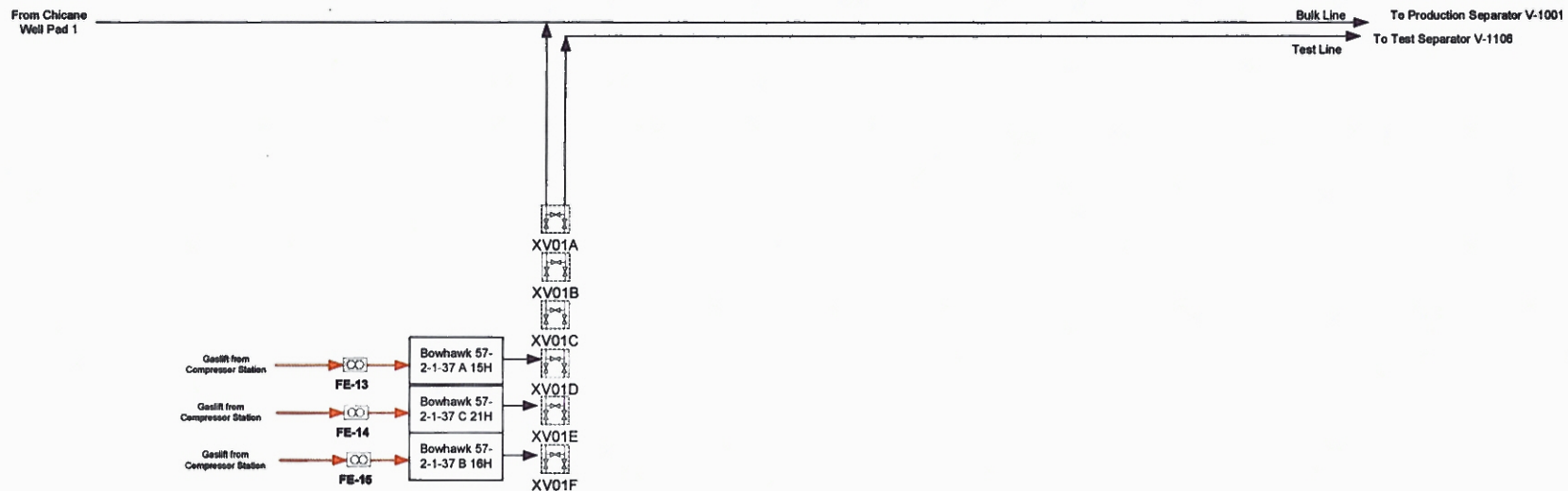
Reeves County, TX



— Produced Fluid
 — Gas
 — Oil
 — Water

NOTES	REVISION BLOCK						ENGINEERING RECORD	
	NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
	0						DRN:	
							DES:	
							CHK:	
							APP:	
							AFE:	

Process Flow Diagram
 Chicane Well Pad 1
 Reeves County, TX



— Produced Fluid
 — Gas
 — Oil
 — Water

NOTES	REVISION BLOCK						ENGINEERING RECORD	
	NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
	0						DRN:	
							DES:	
							CHK:	
							APP:	
							AFE:	

Process Flow Diagram
 Bowhawk Well Pad 1
 Reeves County, TX



[illegible]

MF115422

22

File No. MF115422

County

Comm 3 Gas Lift 2/15/23

Date Filed: 7/10/23

Commissioner Dawn Buckingham, M.D.

By: AT

Matthew Scott

From: Matthew Scott
Sent: Monday, July 10, 2023 1:39 PM
To: Leung, Steven A
Cc: Robert Hatter; Brian Raygon
Subject: 08-10195 7-10-23 APPLICATION APPROVAL CHICANE BOWHAWK
Attachments: 08-10095 7-10-23 APPLICATION APPROVAL CHICANE BOWHAWK.pdf; CHICANE GLO SUBMITTAL REV2.pdf

Mr. Leung,

Thank you for submitting the revised application to commingle production from GLO Unit 11875 (Chicane State 56-1-43-7 Unit) and PSA 00518 Bowhawk State 57-2-1-37 at the Chicane Tankless 5.0 Facility.

Please find attached the approval of the application, dated 7/10/2023, for the surface commingling of the production from GLO Unit 11875 with the Bowhawk State PSA 518 wells and other private leases listed in the application and as part of RRC P17 08-10195.

Thank you,

Matthew

Matthew T. Scott, P.E.
Petroleum Engineer
(512) 463-5296
Energy Resources Division
Texas General Land Office
Commissioner Dawn Buckingham, M.D.

From: Leung, Steven A <Steven_Leung@oxy.com>
Sent: Thursday, July 6, 2023 10:01 AM
To: Matthew Scott <Matthew.Scott@glo.texas.gov>
Subject: [EXTERNAL] RE: GLO APPLICATION: CHICANE FACILITY

Mr. Scott,

Thank you for your comments. I've included replies to them below in blue. Please see the latest rev of the Chicane GLO commingle application.

Thank you!

-Steven

From: Matthew Scott <Matthew.Scott@glo.texas.gov>
Sent: Friday, June 30, 2023 3:42 PM

To: Leung, Steven A <Steven_Leung@oxy.com>
Subject: [EXTERNAL] RE: GLO APPLICATION: CHICANE FACILITY

WARNING - This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Mr. Leung,

For your reference per our telephone conversation on 6/29/2023, please

- (1) Revise the Chicane Gas Lift Compressor Station drawing compressed gas line to add on the line where excess gas is routed to the sales gas header if there is an interconnection. [Checked with engineering, there is not a HP sales line leaving the CGL. Sales is only at the facility.](#)
- (2) Revise the Chicane Gas Lift Compressor Station drawing "water" continuation arrow note and show on the Chicane Tankless 5.0 drawing where condensate and water recovered at the compressor station is routed, perhaps upstream of V-1701/V-1702. [Line and connection shown at the facility.](#)
- (3) If applicable, provide a two-step/two-tier allocation methodology diagram since the Threadfin West wells are separated and measured through a dedicated bulk separator while the Chicane and Bowhawk wells are allocated by monthly well tests. [Included.](#)
- (4) On the GLO Lease List, revise the NRI for GLO Unit 11875 (Chicane State 56-1-43-7) to 0.04166667 and the NRI for the Bowhawk State 57-2-1-37 PSA 00518 from: 0.39483767 to: (PSA 518 allocation factor 1280/1600)*(GLO Unit 8641 NRI = 0.06494141) = 0.05195313. [Corrected.](#)

Everything else looks okay. Have a happy 4th of July.

Matthew

Matthew T. Scott, P.E.
Petroleum Engineer
(512) 463-5296
Energy Resources Division
Texas General Land Office
Commissioner Dawn Buckingham, M.D.

From: Leung, Steven A <Steven_Leung@oxy.com>
Sent: Tuesday, June 27, 2023 1:10 PM
To: Matthew Scott <Matthew.Scott@glo.texas.gov>
Subject: [EXTERNAL] RE: GLO APPLICATION: CHICANE FACILITY

Mr. Scott,

Please find the attached, updated GLO application for the Chicane Facility. We had included the Bowhawk and Chicane in our previously approved submittal.

We are adding a new measurement train for (2) new, non-GLO Threadfin wells. Since these wells will be measured individually for the time being, we issued a P17A for these two wells and amended the facility's P17 to include Threadfin

for common storage only. In the future, we will bring in Casper State wells and will delete the P17A and amend the P17 again.

Thank you sir,

-Steven

From: Matthew Scott <Matthew.Scott@glo.texas.gov>

Sent: Wednesday, February 15, 2023 2:06 PM

To: Leung, Steven A <Steven_Leung@oxy.com>

Cc: Schenkel, Beth V <Beth_Schenkel@oxy.com>; Robert Hatter <Robert.Hatter@GLO.TEXAS.GOV>; Brian Raygon <Brian.Raygon@GLO.TEXAS.GOV>

Subject: [EXTERNAL] RE: GLO APPLICTION: CHICANE FACILITY

WARNING - This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Steven,

Thank you for submitting the application to commingle production from GLO Unit 11875 (Chicane State 56-1-43-7 Unit) and the future PSA Bowhawk State 57-2-1-37 wells and the request to use gas lift as an artificial lift method in the GLO Unit 11875 and PSA wells.

Please find attached the approval of the application, dated 2/15/2023, for the surface commingling of the production from GLO Unit 11875 with the Bowhawk State PSA wells listed in the application and as part of RRC P17 08-10195.

The future Bowhawk PSA wells includes the state mineral royalty interests associated with GLO Unit 8641 (Bowfin State 57-1-48 Unit).

Gas Lift

In addition, as Lessee and operator of GLO Unit 11875 and the future Bowhawk State PSA wells, it was requested that the GLO approve of the use of gas lift as a form of artificial lift to produce the unit and PSA wells.

The GLO approves of the use of gas lift to produce the unit well(s) and PSA wells from the portion of state mineral lease MF113644 that is included in the scope of GLO Unit 11875, and the portions of the state mineral leases in the scope of GLO Unit 8641 as follows:

RAL MF115422

RAL MF115424

RAL MF115498

RAL MF115499

RAL MF115566

RAL MF115567

RAL MF117099

RAL MF117107

U Fee MF115897

U Fee MF115898

U Fee MF115899.

Thank you,

Matthew

Matthew T. Scott, P.E.
Petroleum Engineer
(512) 463-5296
Energy Resources Division
Texas General Land Office
Commissioner Dawn Buckingham, M.D.

From: Leung, Steven A <Steven_Leung@oxy.com>
Sent: Monday, February 13, 2023 8:13 PM
To: Matthew Scott <Matthew.Scott@glo.texas.gov>
Cc: Schenkel, Beth V <Beth_Schenkel@oxy.com>
Subject: [EXTERNAL] GLO APPLICATION: CHICANE FACILITY

Mr. Scott,

Please see the attached surface commingle application for the Chicane Facility

- Approved P17 is attached
- The GLO NRI on the application are provided by our land team. Please let me know if you have a different NRI.
- This facility is initially for the Chicane wells. The Bowhawk development is still in planning (est. production end of Q3), but the facility scope is defined. We will amend this application when we have the Bowhawk GLO unit approved with NRI.

Please let us know if you have any questions.

Thanks,
Steven

STEVEN LEUNG
Oxy Regulatory Engineer
Office: 713.497.2503

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Texas General Land Office
Application to Surface Commingle State Leases

Application Revision
April 15, 2023

Provide a GLO Lease List that includes all applicable mineral lease, GLO pooled unit, PSA, and i-Nut information for all wells in the scope of an RRC Form P-17/17A or a request to utilize gas lift, and process flow diagram(s) showing the unique meter identification number or serial number for all flow meters used to identify a meter in the field and the unique identification number for each piece of major equipment (i.e., pressure vessel, heater treater, compressor, VRU, tank, flare, etc.). Each facility that commingles production must have: (1) all the Oil (O), Gas (G), and Water (W) meters and/or GLO pre-approved full well stream/multi-phase flow meters (MPFM) necessary for the measurement and allocation of production, (2) all meters necessary to measure lease use volumes (fuel, vent, flare, and instrument gas), (3) lift gas supply and distribution meters and individual well lift gas supply meters, and (4) all sales/custody transfer meters.

Certifications Form P-17/P-17A District: 08 Permit Number: 10095 Effective Month/Year: 05/2023

- ☒ All State lease oil and gas separators are of ample capacity as required by 31 Texas Administrative Code (TAC) §9.35(a)(2) and the terms of any lease that is the subject of this commingling.
- ☒ If applicable, the appropriate Form P-17 or P-17A has been filed with the Railroad Commission of Texas with respect to all leases associated with this application, and the GLO has been furnished with a copy.
- ☒ All non-sales (e.g., fuel, instrument, vent, flash, flare, and lift gas) dispositions of hydrocarbon are metered as required by 31 TAC §9.35(a)(2) and the terms of any lease that is the subject of this commingling. If any required meters are missing, they will be installed within 12 months of the date of this application.
- ☒ All sales dispositions of hydrocarbon are metered as required by 31 TAC §9.35(a)(2) and pursuant to the terms of any lease that is the subject of this commingling.
- ☒ No material changes to the commingled facility or equipment as represented in this application will be made without prior written permission of the GLO.
- ☒ Where applicable, the Lessee has obtained prior written permission to inject recycled or off-lease gas for secondary or enhanced recovery operations or for gas lift purposes as an artificial lift method, and all gas supply and distribution points are metered per 31 TAC §9.35(a)(2). If gas is not injected into a formation or utilized for gas lift, then leave the check box blank.
- ☐ Lessee requests permission to recycle gas or utilize gas lift pursuant to the terms of each state lease, with all gas supply and distribution points metered, on the following state leases and/or units as follows: _____
- ☒ I acknowledge and agree that royalty is due on 100% of the hydrocarbons produced from each lease and that the GLO will use molecular (component) balance software to verify the fractionated value of all processed gas. The GLO acknowledges that nothing in this statement is intended to amend or modify any lease that is the subject of this commingling. Gas royalty payment will be due on a molecular balance basis for non-processed gas and processed gas irrespective of the method of allocation I have used to report such production if underpayment is discovered during an audit.

Company Name, Address: ANADARKO E&P ONSHORE LLC, PO BOX 4294, HOUSTON, TX 77210

Responsible Official Name, Title: STEVEN LEUNG, REGULATORY ENGINEER Signature: _____

Date: 6/27/2023 Phone: (713) 497-2503 Email Address: STEVEN_LEUNG@OXY.COM

GLO Approval by: Matthew T. Scott Signature: Matthew T. Scott Date: 7/10/2023

GLO Notes: Chicane State 56-1-43-7 Unit 11875 wells (MF113644) and PSA 00518 Bowhawk 52-2-1-37 wells.



Texas General Land Office
Application to Surface Commingle State Leases

Application Revision
April 15, 2023

Provide a GLO Lease List that includes all applicable mineral lease, GLO pooled unit, PSA, and i-Nut information for all wells in the scope of an RRC Form P-17/17A or a request to utilize gas lift, and process flow diagram(s) showing the unique meter identification number or serial number for all flow meters used to identify a meter in the field and the unique identification number for each piece of major equipment (i.e., pressure vessel, heater treater, compressor, VRU, tank, flare, etc.). Each facility that commingles production must have: (1) all the Oil (O), Gas (G), and Water (W) meters and/or GLO pre-approved full well stream/multi-phase flow meters (MPFM) necessary for the measurement and allocation of production, (2) all meters necessary to measure lease use volumes (fuel, vent, flare, and instrument gas), (3) lift gas supply and distribution meters and individual well lift gas supply meters, and (4) all sales/custody transfer meters.

Certifications Form P-17/P-17A District: 08 Permit Number: 10095 Effective Month/Year: 05/2023

- ☒ All State lease oil and gas separators are of ample capacity as required by 31 Texas Administrative Code (TAC) §9.35(a)(2) and the terms of any lease that is the subject of this commingling.
- ☒ If applicable, the appropriate Form P-17 or P-17A has been filed with the Railroad Commission of Texas with respect to all leases associated with this application, and the GLO has been furnished with a copy.
- ☒ All non-sales (e.g., fuel, instrument, vent, flash, flare, and lift gas) dispositions of hydrocarbon are metered as required by 31 TAC §9.35(a)(2) and the terms of any lease that is the subject of this commingling. If any required meters are missing, they will be installed within 12 months of the date of this application.
- ☒ All sales dispositions of hydrocarbon are metered as required by 31 TAC §9.35(a)(2) and pursuant to the terms of any lease that is the subject of this commingling.
- ☒ No material changes to the commingled facility or equipment as represented in this application will be made without prior written permission of the GLO.
- ☒ Where applicable, the Lessee has obtained prior written permission to inject recycled or off-lease gas for secondary or enhanced recovery operations or for gas lift purposes as an artificial lift method, and all gas supply and distribution points are metered per 31 TAC §9.35(a)(2). If gas is not injected into a formation or utilized for gas lift, then leave the check box blank.
- ☐ Lessee requests permission to recycle gas or utilize gas lift pursuant to the terms of each state lease, with all gas supply and distribution points metered, on the following state leases and/or units as follows: _____
- ☒ I acknowledge and agree that royalty is due on 100% of the hydrocarbons produced from each lease and that the GLO will use molecular (component) balance software to verify the fractionated value of all processed gas. The GLO acknowledges that nothing in this statement is intended to amend or modify any lease that is the subject of this commingling. Gas royalty payment will be due on a molecular balance basis for non-processed gas and processed gas irrespective of the method of allocation I have used to report such production if underpayment is discovered during an audit.

Company Name, Address: ANADARKO E&P ONSHORE LLC, PO BOX 4294, HOUSTON, TX 77210

Responsible Official Name, Title: STEVEN LEUNG, REGULATORY ENGINEER Signature: _____

Date: 6/27/2023 Phone: (713) 497-2503 Email Address: STEVEN_LEUNG@OXY.COM

GLO Approval by: _____ Signature: _____ Date: _____

GLO Notes:

REVISION: 4/15/2023

RRC Form P-17 Permit Operator Name	RRC Form P-17/17A Number	Application Date on P-17	RRC District
ANADARKO E&P ONSHORE LLC	10095	May 2023	08

[illegible]

ALL RRC FIELD NAMES, RRC LEASE NAMES, RRC LEASE & DP NUMBERS, API NUMBERS, MINERAL LEASE NUMBERS, PSA NUMBERS, UNIT NAMES, UNIT NUMBERS, AND NRIS IN THE TABLE ABOVE WERE CREATED FOR EXAMPLE PURPOSES ONLY.

NOTES:

1. ENTER THE STATE MINERAL LEASE NUMBER WHERE THE PRODUCTIVE FIELD INTERVAL OF THE WELL IS LOCATED WITHIN THE PHYSICAL BOUNDARY OF THE LEASE TRACT

IF DUE TO HORIZONTAL SEVERANCE OR DEPTH LIMITATIONS SEVERAL LEASES EXIST WITHIN A COMMON WELL BORE THEN ENTER THE MINERAL LEASE NUMBER FOR THE RRC DESIGNATED PRODUCING FIELD AND RESERVOIR INTERVAL

IF A VERTICAL WELL, HORIZONTAL WELL, OR DIRECTIONAL WELL IS INCLUDED IN THE SCOPE OF A POOLED UNIT THAT INCLUDES MULTIPLE STATE AND PRIVATE LEASES, THEN LEAVE THE MINERAL LEASE NUMBER BLANK AND ENTER THE QLO UNIT NAME, NUMBER, AND UNIT NET ROYALTY INTEREST (NRI) IN THE APPROPRIATE COLUMNS.

IF THE WELLBORE OF A HORIZONTAL WELL OR DIRECTIONAL WELL TRAVERSES MULTIPLE STATE AND PRIVATE MINERAL LEASES AND THE WELLBORE IS NOT INCLUDED IN A GLO POOLED UNIT, THEN ENTER EITHER:
 (A) THE PSA NUMBER AND LOWEST LEVEL BASE MINERAL FILE NUMBER FOR THAT PSA BASED ON SHARED AREA AND ITS APPLICABLE NRI BASED ON ACREAGE PARTICIPATION IN THE APPROPRIATE COLUMNS, OR
 (B) THE PSA NUMBER, LOWEST LEVEL BASE MINERAL FILE NUMBER, AND THE ASSOCIATED I-HUT NUMBER (ELSE "PENDING" IF THE I-HUT NUMBER HAS NOT YET BEEN ASSIGNED) FOR EACH ALLOCATION WELL WELLBORE BASED ON LENGTH OF LATERAL OR HORIZONTAL DRAINHOLE AREA IN THE PRODUCTIVE INTERVAL AND THE APPLICABLE STATE NRI FOR THAT WELLBORE IN THE APPROPRIATE COLUMNS.
 THE LOWEST LEVEL BASE MINERAL FILE NUMBER IS THE LOWEST NUMERICAL MINERAL FILE NUMBER OF ALL OF THE STATE MINERAL LEASES. NUMBERS THAT MAY BE INCLUDED IN THE SCOPE OF A PSA THAT WAS EXECUTED BY ALL PARTIES

2. ENTER THE STATE'S (GLO) NET MINERAL LEASE INTEREST (8 DECIMAL PLACES PER DIVISION ORDER) FOR THAT STATE LEASE ENTER THE POOLED UNIT, PSA, OR NUT NET ROYALTY INTEREST ASSOCIATED WITH: (A) A GLO POOLED UNIT, (B) A PSA POOLED UNIT, OR (C) A PSA FOR AN INDIVIDUAL MOORE ADRIAN WELLS WITH AN NRI DETERMINED FOR EACH INDIVIDUAL WELL, AND REPORTED BY NUT NUMERAL COMPLETION. IF AN ALLOCATION WELL THAT IS ALLOCATED BASED ON LENGTH OF LATERAL HAS NOT BEEN DRILLED, IS PENDING COMPLETION, OR WAS RECENTLY COMPLETED, AND THE NRI HAS NOT YET BEEN DEFINED THEN ENTER "EST" FOLLOWED BY AN ESTIMATE OF THE NRI BASED ON THE PROPOSED OR PLANNED LENGTH OF LATERAL, OR BASED ON OTHER SIMILAR EXISTING COMPLETIONS.

AN IN-UT NUMBER IS A UNIQUE NUMBER THAT IS ASSIGNED TO EACH API WELLBORE THAT IS DRILLED AS AN ALLOCATION WELL WITH ALLOCATION BASED ON THE LENGTH OF LATERAL OR HORIZONTAL DRAINHOLE AREA WITHIN THE PRODUCTIVE RESERVOIR THAT IS AUTHORIZED PER A SPECIFIC UPLANDS LEASE PRODUCTION SHARING AGREEMENT (PSA). A HIGHWAY ROW (HROW) AND OTHER STATE AGENCY LANDS TYPE LEASE WILL NOT BE ASSOCIATED WITH A PSA. IF AN APPLICATION TO COMMINGLE STATE LEASES IS SUBMITTED AND AN IN-UT NUMBER HAS NOT YET BEEN ASSIGNED BY GLO STAFF, THEN ENTER "PENDING" AS THE REFERENCE PSA IN-UT NUMBER.

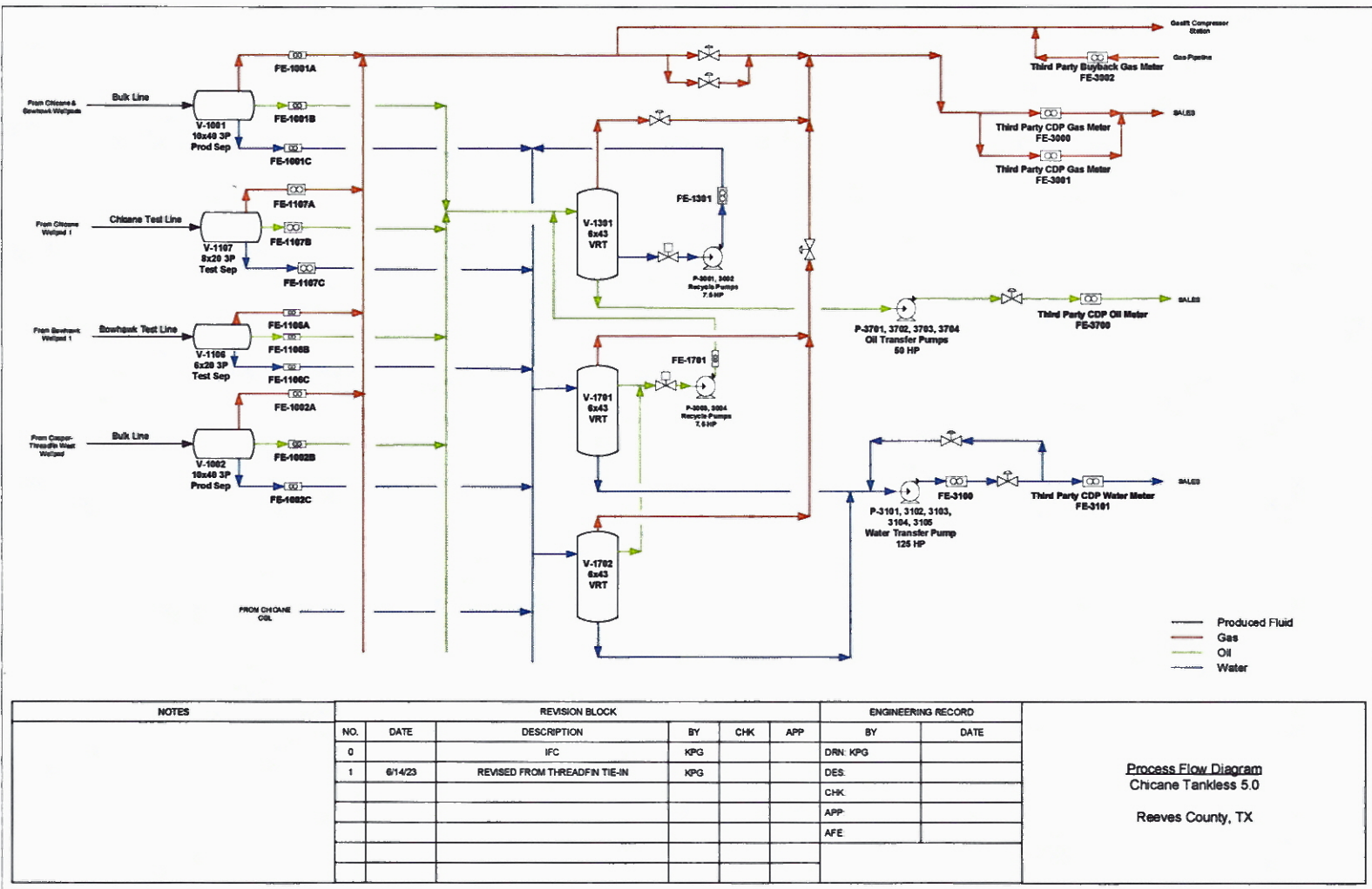
IN-UT IS AN ACRONYM FOR "INTERNAL NON-UNIT TRANSACTION" THAT IS ASSIGNED BY GLO STAFF TO AN ALLOCATION WELL PER A SPECIFIC PRODUCTION SHARING AGREEMENT (PSA) THAT IS ASSOCIATED WITH ONE OR MORE STATE LEASES. GLO STAFF VERIFIES/DETERMINES THE NRI BASED ON AS-DRILLED LENGTH OF LATERAL INFORMATION PROVIDED BY THE LESSEE AND THE PARTICIPATION FACTOR OF EACH CONTRIBUTING STATE LEASE DEFINED BY THE APPLICABLE PSA.

PRODUCTION SHARING AGREEMENT (PSA) NUMBERS ARE TYPICALLY ASSOCIATED WITH PERMANENT SCHOOL FUND (PSF) LANDS, (I.E. RIVERS, CREEKS, BAYS, GULF OF MEXICO, RELINQUISHMENT ACT LANDS, SCHOOL FEE, FREE ROYALTY, SURFACE SOLD MINERALS RESERVED, ETC). HOWEVER, OTHER STATE AGENCY LANDS (I.E. HROW, TDCQ, TDDQ, ETC) WILL NOT HAVE PSA NUMBERS ASSIGNED. PSA DOCUMENTS ARE AVAILABLE VIA THE SCANNED BASE MINERAL FILE DOCUMENTS ACCESSSED VIA THE GLO PUBLIC GIS MAP VIEWER IF NOT AVAILABLE FROM YOUR PRODUCTION REVENUE ACCOUNTING, DIVISION ORDER AND XSTS, OR LANDMAN STAFF OR FILE RECORDS FOR A MINERAL LEASE TRANSACTION.

3. IF A RRC LEASE NUMBER IS PENDING ASSIGNMENT OR THE WELL HAS NOT BEEN COMPLETED THEN ENTER "DP" FOLLOWED BY THE RRC DRILLING PERMIT NUMBER ASSIGNED BY THE RRC

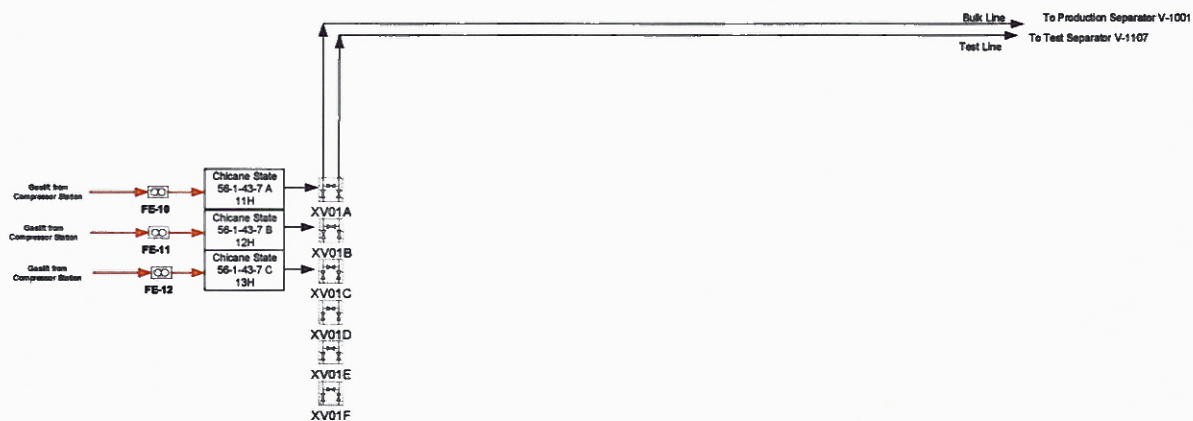
4. ALL WELLS ASSOCIATED WITH EACH RRC LEASE NUMBER INCLUDED IN THE SCOPE OF A COMMINGLING PERMIT SHALL BE INCLUDED ON THE GLO LEASE LIST SUBMITTED WITH THE APPLICATION TO COMMINGLE STATE LEASES.

THE NOTES SECTION ABOVE IS FOR INFORMATION AND GUIDANCE ONLY AND THUS MAY BE DELETED FROM THE GLO LEASE LIST THAT IS SUBMITTED TO THE GLO AS PART OF AN APPLICATION REQUEST TO COMMINGLE STATE LEASES



NOTES	REVISION BLOCK						ENGINEERING RECORD	
	NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
	0		IFC	KPG			DRN: KPG	
	1	6/14/23	REVISED FROM THREADFIN TIE-IN	KPG			DES.	
							CHK	
							APP	
							AFE	

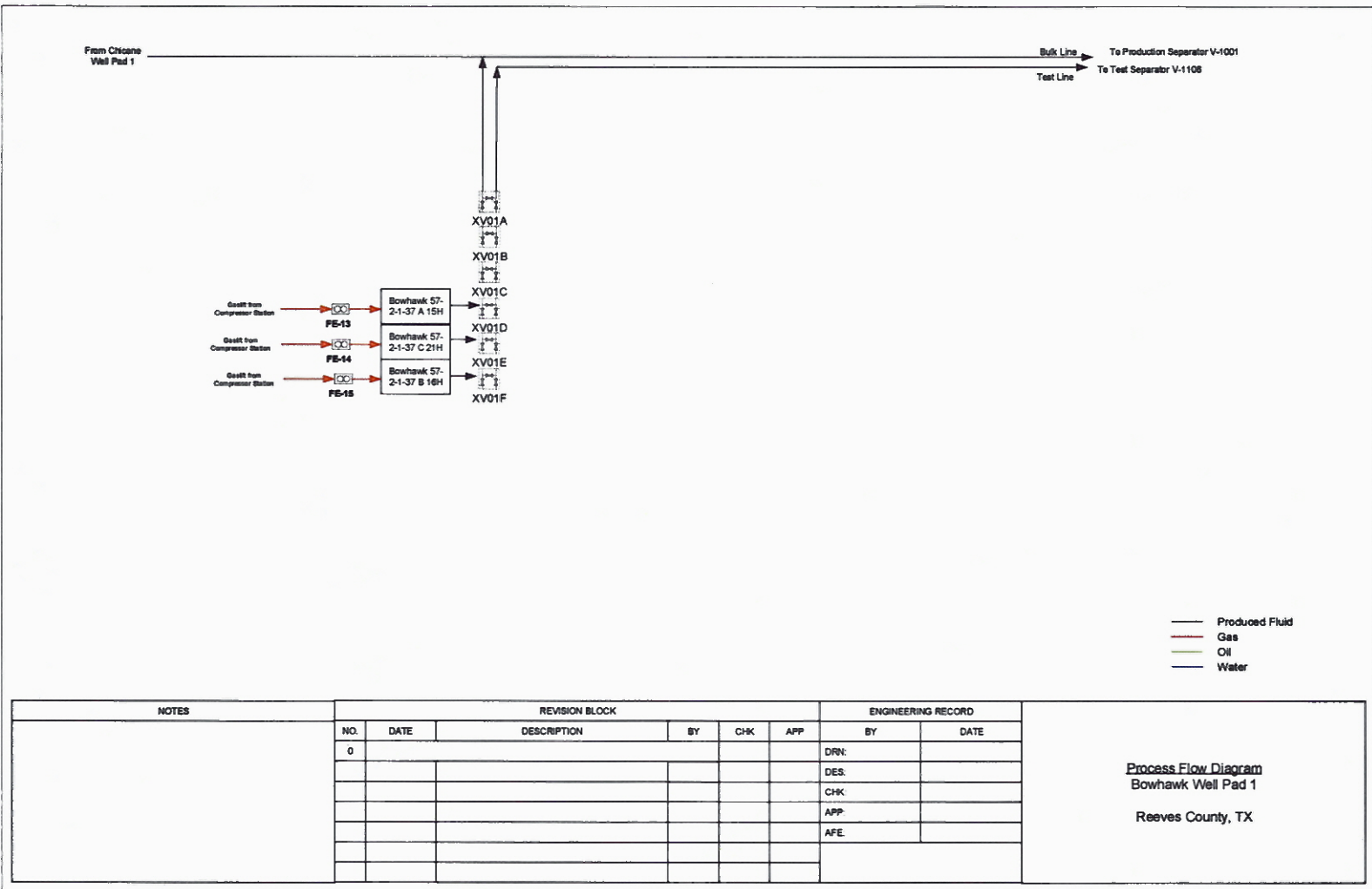
Process Flow Diagram
 Chicane Tankless 5.0
 Reeves County, TX

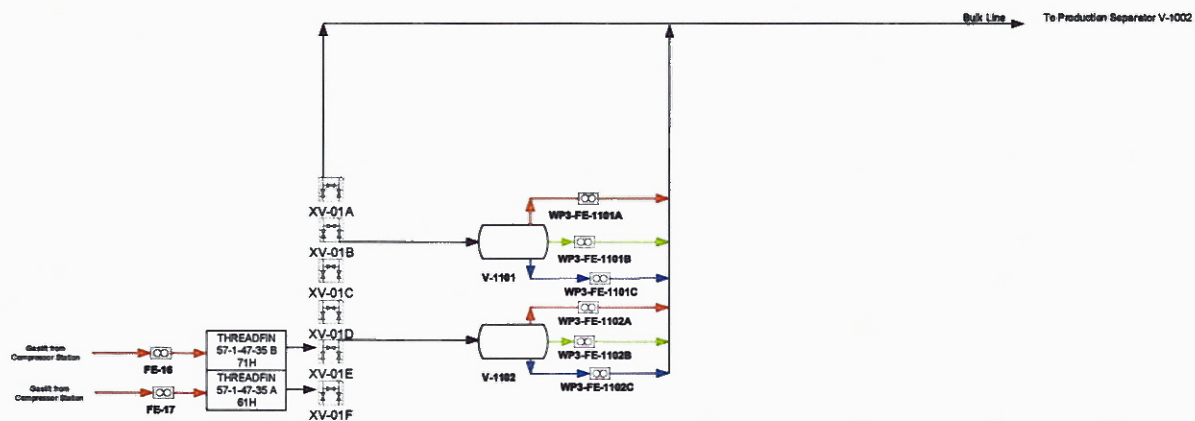


— Produced Fluid
 — Gas
 — Oil
 — Water

NOTES	REVISION BLOCK						ENGINEERING RECORD	
	NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
	0						DRN:	
							DES:	
							CHK:	
							APP:	
							AFE:	

Process Flow Diagram
 Chicane Well Pad 1
 Reeves County, TX

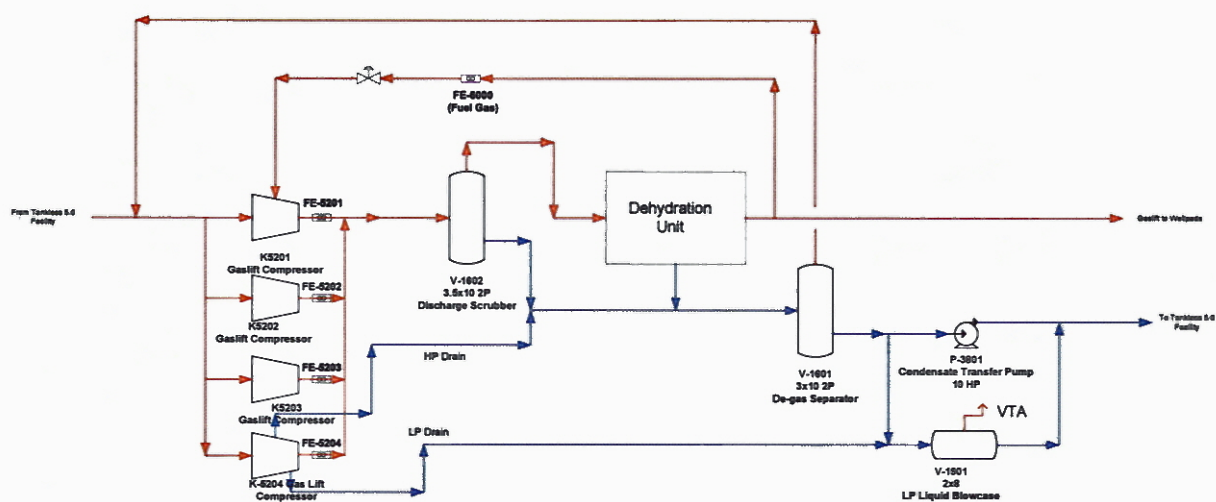




— Produced Fluid
— Gas
— Oil
— Water

NOTES	REVISION BLOCK						ENGINEERING RECORD	
	NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
	0						DRN: KPG	
							DES:	
							CHK:	
							APP:	
							AFE:	

Process Flow Diagram
Casper-Threadfin West Well Pad
Reeves County, TX



— Produced Fluid
 — Gas
 — Oil
 — Water

NOTES

REVISION BLOCK

ENGINEERING RECORD

NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
0						DRN	
						DES	
						CHK	
						APP	
						AFE	

Process Flow Diagram
 Chicane Gas lift Compressor Station





RAILROAD COMMISSION OF TEXAS

1701 N. Congress
P.O. Box 12967
Austin, Texas 78711-2967

Form P-17

Rev. 03/2019

EXCEPTION TO STATEWIDE RULES 26 AND/OR 27 COMMINGLE PERMIT APPLICATION

☐ New
☒ Amended Existing Permit
No. 10095
Effective Month/Year of Requested
Exception: 05 / 2023
District 08
County Reeves

SECTION 1. OPERATOR INFORMATION				
Operator Name: Anadarko E&P Onshore LLC		Operator P-5 No.: 020508		
Operator Address: ATTN KELLEY MONTGOMERY, PO BOX 4294, HOUSTON, TX 77210				
SECTION 2. GATHERER (of oil or condensate) INFORMATION (not required if 3b is checked)				
Gatherer Name: DBM OIL SERVICES, LLC		Gatherer P-5 No.: 195768		
Gatherer Address: ATTN JASON PITTMAN 9950 WOODLOCH FOREST DR STE2800, THE WOODLANDS, TX 77380				
Gatherer E-mail Address: (Optional - If provided, e-mail address will become part of this public record.)				
SECTION 3. APPLICATION APPLIES TO (CHECK ALL THAT APPLY): ☒ OIL ☒ CASINGHEAD GAS ☒ GAS WELL GAS ☐ CONDENSATE				
a) ☐ Gas well full well stream into common separation and storage facility with liquids reported on Form PR. b) ☐ Gas well full well stream into a gasoline plant/common separation and storage facility with liquids reported on Form R-3 Serial # _____ (If full well stream is checked, the results of periodic tests to determine the number of stock tank barrels of liquid hydrocarbons recovered per 1,000 standard cubic feet of gas must be reported on Form G-10 in accordance with SWR 55. Attach an explanation of any exceptions to SWR 55.) c) ☐ Condensate and low-pressure Gas Well Gas are commingled into low-pressure separation and storage facilities. d) ☒ This request is for off lease: ☒ Storage ☒ Separation ☒ Metering e) ☒ This exception is for common storage. [FOR ALL WELLS] f) ☒ This exception is for common separation. [FOR BOWHWAWK AND CHICANE ONLY. APPROVED 10/12/22] g) ☒ This exception is for casinghead gas metering by: ☐ Deduct Metering ☒ Allocation by well test ☐ Other _____ h) ☒ This exception is for gas well gas metering by: ☐ Deduct Metering ☒ Allocation by well test ☐ Other _____				
SECTION 4. NOTICE REQUIREMENTS AND ALLOCATION METHOD. If you are seeking an exception to Rule 26 or 27 pursuant to subsection (d) of Rule 26, 21-day notice is required and applies to all wells proposed for commingling. ☒ The royalty interests and working interests are not the same with respect to identity and percentage; and the production stream from each tract and each Commission-designated reservoir is not measured separately therefore, I have provided the required 21-day notice pursuant to subsection (d) of Rule 26. Production will be allocated by: ☐ W-10 (oil) ☐ W-2 retest (oil) ☐ PD Meter (oil & condensate) ☐ G-10 (gas) ☒ Other Well Test _____				
SECTION 5. ☐ Any one of the wells proposed for commingling produces from a Commission-designated reservoir for which special field rules regarding surface commingling have been adopted. (Additional notice may be required; see instructions)				
SECTION 6. ☐ Wells proposed for commingling have an operator's name other than the applicant listed in SECTION 1. (See instructions)				
SECTION 7. ☒ For oil production, the production from all oil wells on each oil lease is to be commingled. (See instructions)				
SECTION 8. IDENTIFY LEASES AS SHOWN ON COMMISSION RECORDS (attach additional pages as needed)				
DISTRICT	RRC IDENTIFIER	ACTION	LEASE AND FIELD NAME	WELL NO.
			THE EXISTING WELLS WERE APPROVED FOR COMMON SEPARATION/MEASUREMENT/STORAGE [APP 10/12/22]	
08	DP 881913	☒ Existing ☐ Add ☐ Delete	CHICANE STATE 56-1-43-7 A / PHANTOM (WOLFCAMP)	11H / ALL
08	DP 881914	☒ Existing ☐ Add ☐ Delete	CHICANE STATE 56-1-43-7 B / PHANTOM (WOLFCAMP)	12H / ALL
08	DP 881915	☒ Existing ☐ Add ☐ Delete	CHICANE STATE 56-1-43-7 C / PHANTOM (WOLFCAMP)	13H / ALL
08	DP 882409	☒ Existing ☐ Add ☐ Delete	BOWHAWK STATE 57-2-1-37 A / PHANTOM (WOLFCAMP)	15H / ALL
ATTACH ADDITIONAL PAGES AS NEEDED. ☐ No additional pages ☒ Additional pages 1 (# of additional pages)				
FEE: \$150 Filing Fee + \$225 Surcharge = \$375 total remittance required (See Statewide Rule 78)				
CERTIFICATE: I declare under penalties in Sec. 91.143, Texas Natural Resources Code, that I am authorized to file this application, that this application was prepared by me or under my supervision and direction, and that the data and facts stated therein are true, correct, and complete to be the best of my knowledge. I certify that all requests for related required approvals from other affected state agencies have been submitted and that I understand that any authorization granted by Commission approval of this application is contingent upon the approvals from other affected state agencies being obtained.				
Signature _____		Title REGULATORY ENGINEER		Date 5/16/23
Operator E-mail Address: _____		Operator Phone No. 713-497-2503		
(Optional - If provided, e-mail address will become part of this public record.)				
RRC USE ONLY				
Commingling Permit No. 10095		Approval date: 5/30/23 Approved by: [Signature]		

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION**FORM P-17 ATTACHMENT**

**ATTACHMENT FOR
APPLICATION FOR EXCEPTION TO
STATEWIDE RULES STATEWIDE 26 AND/OR 27
COMMINGLE PERMIT APPLICATION**

SECTION 8. (CONT'D) IDENTIFY LEASES AS SHOWN ON COMMISSION RECORDS (attach additional pages as needed)

[illegible]



RAILROAD COMMISSION OF TEXAS

1701 N. Congress
P.O. Box 12967
Austin, Texas 78711-2967

Form P-17A

Rev. 03/2019

APPLICATION FOR COMMINGLE PERMIT PURSUANT TO STATEWIDE RULES 26 AND OR 27

☒ New
☐ Amended Existing Permit
No. _____
Effective Month/Year of Requested
Exception: 05 / 2023
District 08
County REEVES

SECTION 1. OPERATOR INFORMATION

Operator Name: ANADARKO E&P ONSHORE LLC Operator P-5 No.: 020528
Operator Address: ATTN KELLEY MONTGOMERY, PO BOX 4294, HOUSTON, TX 77210

SECTION 2. GATHERER (of oil or condensate) INFORMATION (not required if 3b is checked)

Gatherer Name: DBM OIL SERVICES, LLC Gatherer P-5 No.: 195768
Gatherer Address: ATTN JASON PITTMAN 9950 WOODLOCH FOREST DR STE2800, THE WOODLANDS, TX 77380

Gatherer E-mail Address:

(Optional - If provided, e-mail address will become part of this public record.)

SECTION 3. APPLICATION APPLIES TO (CHECK ALL THAT APPLY): ☒ OIL ☒ CASINGHEAD GAS ☒ GAS WELL GAS ☐ CONDENSATE

- a) ☐ Gas well full well stream into common separation and storage facility with liquids reported on Form PR.
b) ☐ Gas well full well stream into a gasoline plant/common separation and storage facility with liquids reported on Form R-3 Serial # _____ (If full well stream is checked, the results of periodic tests to determine the number of stock tank barrels of liquid hydrocarbons recovered per 1,000 standard cubic feet of gas must be reported on Form G-10 in accordance with SWR 55. Attach an explanation of any exceptions to SWR 55.)
c) ☐ Condensate and low-pressure Gas Well Gas are commingled into low-pressure separation and storage facilities.
d) ☒ This request is for off lease: ☒ Storage ☒ Separation ☒ Metering
e) ☒ This application is for common storage.
f) ☐ This application is for common separation.
g) ☒ This application is for casinghead gas metering by: ☐ Deduct Metering ☒ Allocation by well test ☐ Other _____
h) ☒ This application is for gas well gas metering by: ☐ Deduct Metering ☒ Allocation by well test ☐ Other _____

SECTION 4. COMMINGLING PURSUANT TO §3.26(b) or §3.27(e) - (CHECK ALL THAT APPLY)

a) ☒ The production stream from each tract and each Commission-designated reservoir is measured separately before combining it with a stream from another tract or Commission-designated reservoir.

Production will be allocated by: ☐ W-10 (oil) ☐ W-2 retest (oil) ☐ PD Meter (oil & condensate) ☐ G-10 (gas) ☒ Other WELL TEST

b) ☐ The tracts and Commission-designated reservoirs have identical royalty interest and working interest ownership in identical percentages.

Production will be allocated by: ☐ W-10 (oil) ☐ W-2 retest (oil) ☐ PD Meter (oil & condensate) ☐ G-10 (gas) ☐ Other

SECTION 5. ☐ Any one of the wells proposed for commingling produces from a Commission-designated reservoir for which special field rules regarding surface commingling have been adopted. (Notice may be required; see instructions)

SECTION 6. ☐ Wells proposed for commingling have an operator's name other than the applicant listed in SECTION 1. (See instructions)

SECTION 7. ☒ For oil production, the production from all oil wells on each oil lease is to be commingled. (See instructions)

SECTION 8. IDENTIFY LEASES AS SHOWN ON COMMISSION RECORDS (attach additional pages as needed)

DISTRICT	RRC IDENTIFIER	ACTION	LEASE AND FIELD NAME	WELL NO.
08	DP 889757	☐ Existing ☒ Add ☐ Delete	THREADFIN 57-1-47-35 A / SANDBAR (BONE SPRING)	61H / ALL
08	DP 889758	☐ Existing ☒ Add ☐ Delete	THREADFIN 57-1-47-35 B / PHANTOM (WOLFCAMP)	71H / ALL

ATTACH ADDITIONAL PAGES AS NEEDED. ☒ No additional pages ☐ Additional pages _____ (# of additional pages)

CERTIFICATE: I declare under penalties in Sec. 91.143, Texas Natural Resources Code, that I am authorized to file this application, that this application was prepared by me or under my supervision and direction, and that the data and facts stated therein are true, correct, and complete to be the best of my knowledge. I certify that all requests for related required approvals from other affected state agencies have been submitted and that I understand that any authorization granted by Commission approval of this application is contingent upon the approvals from other affected state agencies being obtained.

Signature _____ Title SR REGULATORY ENGINEER Date 05/16/23

Operator E-mail Address: _____ Operator Phone No. 713-497-2055
(Optional - If provided, e-mail address will become part of this public record.)

RRC USE ONLY

Commingling Permit No. 10305

Approval date: 5/30/23

Approved by: [Signature]

File No. MF 115422

County

Comm & Gas Lift 7/10/23

Date Filed: 7/10/23

Commissioner Dawn Buckingham, M.D.

By: 



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.

PRODUCTION SHARING AGREEMENT

STATE OF TEXAS §
§
COUNTIES OF LOVING AND REEVES §

This **PRODUCTION SHARING AGREEMENT** ("Agreement") is by and between the undersigned parties (collectively the "Interest Owners" or individually an "Interest Owner"), and **Anadarko E&P Onshore LLC**, a Delaware limited liability company, with an address at 5 Greenway Plaza, Suite 110, Houston, Texas 77046 ("Anadarko"). Interest Owners and Anadarko may be collectively referred to herein as the "Parties" or individually as a "Party."

RECITALS

- A. Interest Owners own an interest in the oil and gas leasehold, minerals, royalties, overriding royalties and/or executive rights under the lands described on Exhibit "A", attached hereto and fully incorporated by reference herein and made a part hereof (collectively, the "Lands").
- B. The oil and gas leases described on Exhibit "B" (collectively, the "Leases") are owned by Anadarko and other working interest owners who are Interest Owners.
- C. Anadarko, as operator, plans to, from time to time, drill one or more Horizontal Drainhole Well(s) on the Lands and Leases described on Exhibits "A" and "B".
- D. The Parties wish to encourage further development of the Lands and Leases by the drilling of one or more Horizontal Drainhole Well(s) by Anadarko, and in order to:
 1. Prevent physical and economic waste and the drilling of unnecessary wells, and to increase the ultimate recovery of Hydrocarbons from the Lands and Leases; and
 2. Protect the correlative rights of all Interest Owners so that each may receive a fair share of the Hydrocarbons in and under their respective proportion of the Lands and Leases.

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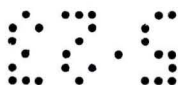
Clerk Deputy



- E. The Parties desire to establish a basis for allocating and sharing in the proceeds of production of Hydrocarbons from such a Horizontal Drainhole Well(s) deemed a Sharing Well, as defined below.
- F. In consideration of the mutual promises set out herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms, conditions and provisions:

AGREEMENT

1. DEFINITIONS. As used in this Agreement, these words have the following meanings:
 - a. "Allocation Factor" is defined as a fraction, the numerator of which is equal to the amount of surface acreage from each tract identified on Exhibit "A-1" (each a "Tract"), and the denominator of which is the sum of the surface acreage from all Tracts. The Allocation Factor for each Tract is also shown on Exhibit "A-1" attached hereto and incorporated herewith.
 - b. "Completed Lateral Length" means the horizontal length, in feet, that begins at the first Take Point, and terminates at the last Take Point, less any portion of the Horizontal Drainhole deemed non-productive in the sole opinion of Anadarko. In the event a Sharing Well is developed with more than one Horizontal Drainhole, the Completed Lateral Length shall be the sum of all Completed Lateral Lengths in all such Horizontal Drainholes.
 - c. "Correlative Interval" is the depth interval designated by applicable field rules, or new field designation designated by the Texas Railroad Commission for the Horizontal Drainhole Well, or where a correlative interval has not been designated by the Texas Railroad Commission, it shall be the producing interval for the field in which the Horizontal Drainhole Well is completed as shown by information submitted by Anadarko to the Texas Railroad Commission.
 - d. "Exploration and Production Activities" means the necessary, incidental, and appurtenant activities and operations to be conducted by Anadarko and convenient to its exploration, exploitation, development, transportation, production operations, and any other operations on the Lands and Leases and in the area, including, but not limited to, any rights granted to Anadarko under the terms of the Leases.
 - e. "Horizontal Drainhole" means that portion of the Horizontal Drainhole Well drilled in the Correlative Interval between the penetration point and the terminus.
 - f. "Horizontal Drainhole Well" means a horizontal well as defined in Texas Railroad Commission Statewide Rule 86, having a horizontal displacement of at least one hundred (100) feet.
 - g. "Hydrocarbons" means oil, gas, condensate, casinghead gas and all by-products thereof that may be produced from a well permitted by the Texas Railroad Commission.
 - h. "Sharing Well" means a Horizontal Drainhole Well in which the Completed Lateral Length traverses all Tracts.



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Mozelle Carr
 Clerk, Deputy



- i. "Take Point" means any point along the Horizontal Drainhole where Hydrocarbons can enter the wellbore from the Correlative Interval and be produced.
2. **ALLOCATION.** Production of Hydrocarbons from a Sharing Well shall be allocated on the following basis:
 - a. Each Interest Owner shall share the production or proceeds from a Sharing Well on the basis of the Allocation Factor, as defined above.
 - b. Proceeds from production from a Sharing Well shall be paid in accordance with the Allocation Factor, as same may be proportionately reduced, set out in Section 2.c below, subject to the terms of the Leases' royalty provisions, which remain in full force and effect except as expressly modified herein.
 - c. In the event an Interest Owner owns less than 100% of the undivided interest in a tract of land, then such Interest Owner's Allocation Factor shall be further proportionately reduced based upon its actual ownership.
 - d. Under no circumstances shall the sum of all Allocation Factors for all Interest Owners (whether a part of this Agreement or not) in a Sharing Well exceed 1.00 (i.e. 100%).
3. Exploration and Production Activities from each Sharing Well, whether or not the entirety of the Sharing Well's Horizontal Drainhole is located on the Lands and regardless of the surface location of such Sharing Well, shall be treated as if there were actual operations on or production from the Lands and will be deemed as actual operations conducted on, or production from, the Lands pursuant to the terms and provisions of each of the Leases and shall be deemed sufficient to maintain the Leases in full force and effect pursuant to the terms thereof.
4. Production from any and all Sharing Wells drilled hereunder shall not create any offset obligation under the Leases, whether express or implied, and shall not constitute drainage under the Leases because all Interest Owners are sharing in the production proceeds. This Agreement shall be deemed to constitute satisfaction of Anadarko's obligations (whether express or implied) to protect the Leases from drainage from each Sharing Well drilled, and protection of each Interest Owner's respective correlative rights. The undersigned further agrees that this Agreement affects only production from each Sharing Well drilled hereunder, and in no way affects ownership under other wells drilled or to be drilled which are not Sharing Wells.
5. If any State lease contains a retained-acreage clause, partial-termination clause, or other provision that would, based upon the passage of time or the occurrence or non-occurrence of some event or condition, cause the State lease to terminate, except as to certain portions of the leased premises included within certain types of units or otherwise associated with productive wells, then, for the sole purpose



of determining the acreage and/or depths of the leased premises under said State lease that is perpetuated by a Sharing Well, that portion of the Sharing Well drilled on the leased premises of said State lease shall be treated as a well drilled entirely on the leased premises, and the acreage retained by said Sharing Well shall be the greater of 40 acres or the amount of acreage determined by the following formula: $0.032 \times L - A$, where L = the length (in feet) of the horizontal lateral component of the well from the first takepoint to the last takepoint and A = the portion of the State lease retained (in acres) provided that, if A is not divisible by the number 20, A will be rounded up to the next number divisible by 20, i.e. $(0.032 \times 4500 \text{ feet} = 144 \text{ acres}$, which rounds up to 160 acres).

6. The provisions of any leases, agreements and, to the extent necessary, any division order(s) or transfer order(s) covering or affecting the Lands and Leases, are hereby amended to the extent necessary to make such instruments and agreements conform to the provisions herein, but not otherwise. In the event of a conflict between the terms and conditions of this Agreement and any of the Leases, agreements, division or transfer orders, then this Agreement shall prevail.
7. This Agreement shall become effective upon execution, and thereafter remain in effect for so long as each respective Lease is maintained in full force and effect. In the event a Sharing Well is plugged back or recompleted in such manner that the wellbore is no longer a Sharing Well, or in the event a Sharing Well is no longer capable of producing in paying quantities, then Anadarko may terminate this Agreement as to that specific Sharing Well or affected Lease, by filing a notice of termination to that effect in the records of Reeves County, Texas, within ninety (90) days after such occurrence. This Agreement shall become binding as to each Interest Owner upon such owner's execution of this Agreement regardless of whether all Interest Owners have executed this Agreement.
- ~~8. In addition to the foregoing, the undersigned Interest Owners do hereby RATIFY, ADOPT, and CONFIRM the oil and gas lease(s) covering their respective Lands and Leases, and each lessor does hereby GRANT, LEASE and LET unto Anadarko, all of Interest Owners' interest in the acreage covered by such lease, subject to the same terms and conditions provided for therein, as same may have been amended otherwise or herein.~~
9. It is understood and agreed that the Interest Owners herein do not by the execution hereof intend to pool or communitize the interest which they now own, or may hereafter own in portions of the land covered by the Lands and Leases with the interests of other parties owning an interest in any other portion or portions of the land covered by the Lands and Leases. Further, except as amended by this Agreement made for the sole purpose of allocation of production of Hydrocarbons from one or more Sharing Wells, the Leases described in Exhibit "B" are not otherwise altered or amended, except as set forth in Section (6) above.
10. To the extent they have the right to do so, Interest Owners hereby grant, let, lease and demise unto Anadarko surface and subsurface easements and rights-of-way (including all reasonable ingress and egress thereto and therefrom) on, in and under all the Lands and Leases associated with the Sharing Well(s) for Exploration and Production Activities.

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Mozelle Carr, County Clerk
Mozelle Carr
Clerk Deputy



11. This Agreement may be executed in multiple counterparts, each of which shall be given the same effect as the execution of an original Agreement. Failure of any party hereto to execute a counterpart shall not render this Agreement ineffective as to any other Party hereto that does execute a counterpart thereof, but this Agreement shall be a covenant running with the Land and Leases and be binding upon each executing Party and its, his or her heirs, legal representatives, successors and assigns. The executed counterparts may be combined into one or more instruments for recordation, by combining the signature pages and acknowledgments, and the executing parties agree that such combined instruments shall be effective for all purposes as a single instrument.

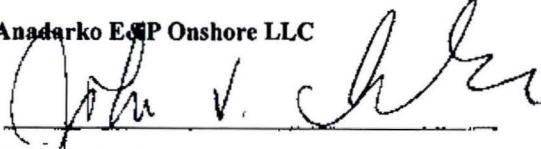
EXECUTED and effective on this 23rd day of May, 2023.

5

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Mozelle Carr
Clerk Deputy



Anadarko E&P Onshore LLC


Name: John V. Schneider

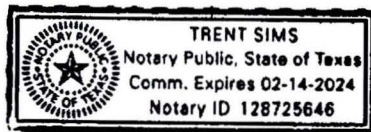
Title: Attorney-in-Fact

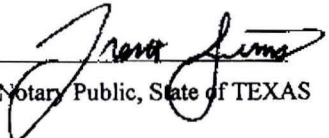
ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on July 13th, 2023, by John V. Schneider,
as Attorney-in-Fact for Anadarko E&P Onshore LLC, a Delaware limited liability company, on behalf of
said company.




Notary Public, State of TEXAS

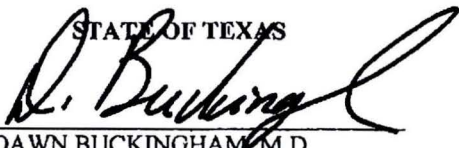
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Date Executed 5/23/2023

STATE OF TEXAS

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

Approved:

leas. DBO

cont. no

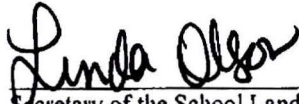
legal no

exec. no

CERTIFICATE

I, Linda Olson, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on May 9th, 2023, the foregoing instrument was approved by said Board under the provisions of Chapter 32 and 52 of the Natural Resources Code all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 23 day of May, 2023


Secretary of the School Land Board

2023
Marilyn Renteria
Clerk/Deputy

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EXHIBIT A

Attached to and made a part of that certain Production Sharing Agreement dated _____, 2023 between Anadarko E&P Onshore LLC, and Interest Owners.

LANDS:

Tract 1: Bowfin State 57-1-48 Unit as described in that certain Pooling Agreement dated September 5, 2017, GLO Unit No. 8641, filed as Instrument Number 2018-0317, Loving County, Texas and Instrument Number 17-20898, Reeves County, Texas: All of Sections 37 and 48, Block 57, Township 1, T&P RR Co. Survey, Loving and Reeves Counties, Texas

Tract 2: E/2 of Section 1, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas

8

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Mozelle Carr, County Clerk

23-50
Mazala Denton
Clerk Deputy



EXHIBIT A-1

Attached to and made a part of that certain Production Sharing Agreement dated _____, 2023 between Anadarko E&P Onshore LLC, and Interest Owners.

Allocation Factor in Each Tract

Tract 1: Allocation Factor: 1280 / 1600

Tract 2: Allocation Factor: 320 / 1600

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23-1671

Clerk Deputy



EXHIBIT B

Attached to and made a part of that certain Production Sharing Agreement dated _____, 2023 between Anadarko E&P Onshore LLC, and Interest Owners.

OIL AND GAS LEASES:

1. APC LEASE NO: 1360832000
LESSOR: CHEVRON U.S.A. INC.
LESSEE: ANADARKO E&P ONSHORE LLC
LEASE DATE: 11/15/2014
RECORDING: MEMORANDUM OF OIL & GAS LEASE
VOLUME 1220, PAGE 332, REEVES COUNTY, TEXAS
INSTRUMENT NO. 2016-0237, LOVING COUNTY, TEXAS
2. APC LEASE NO: 1365636000
LESSOR: ST TX & CHARLENE SHELTON
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 5/15/2013
RECORDING: OIL & GAS LEASE
VOLUME 1007, PAGE 727, REEVES COUNTY, TEXAS
3. APC LEASE NO: 1365700000
LESSOR: ST TX & COX FAMILY TRUST
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/13/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 375, REEVES COUNTY, TEXAS
4. APC LEASE NO: 1365709000
LESSOR: ST TX & JOHN E BLEY
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/10/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 383, REEVES COUNTY, TEXAS
5. APC LEASE NO: 1365647000
LESSOR: ST TX & JOHN RICHARD SAMUEL
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 5/15/2013
RECORDING: OIL & GAS LEASE
VOLUME 1007, PAGE 734, REEVES COUNTY, TEXAS
6. APC LEASE NO: 1365729000
LESSOR: ST TX & MARGARET HALL SAMUEL
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/25/2013
RECORDING: OIL & GAS LEASE
VOLUME 1014, PAGE 535, REEVES COUNTY, TEXAS
7. APC LEASE NO: 1365716000
LESSOR: ST TX & ROBERT M BLEY
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/10/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 392, REEVES COUNTY, TEXAS

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8. APC LEASE NO: 1365649000
 LESSOR: ST TX & STEPHEN CHOATE
 LESSEE: PETROHAWK PROPERTIES LP
 LEASE DATE: 6/10/2013
 RECORDING: OIL & GAS LEASE
 VOLUME 1007, PAGE 769, REEVES COUNTY, TEXAS

9. APC LEASE NO: 1365650000
 LESSOR: ST TX & WILLIAM CHOATE
 LESSEE: PETROHAWK PROPERTIES LP
 LEASE DATE: 6/10/2013
 RECORDING: OIL & GAS LEASE
 VOLUME 1007, PAGE 776, REEVES COUNTY, TEXAS

10. APC LEASE NO: 1365732000
 LESSOR: ST TX M-115897 (PSL)
 LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
 LEASE DATE: 10/1/2013
 RECORDING: OIL & GAS LEASE
 VOLUME 1037, PAGE 719, REEVES COUNTY, TEXAS

11. APC LEASE NO: 1365735000
 LESSOR: ST TX M-115898 (PSL)
 LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
 LEASE DATE: 10/1/2013
 RECORDING: OIL & GAS LEASE
 VOLUME 1037, PAGE 725, REEVES COUNTY, TEXAS

12. APC LEASE NO: 1365738000
 LESSOR: ST TX M-115899 (PSL)
 LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
 LEASE DATE: 10/1/2013
 RECORDING: OIL & GAS LEASE
 VOLUME 1037, PAGE 731, REEVES COUNTY, TEXAS

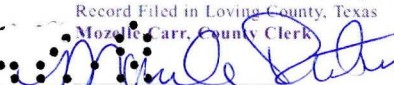
13. APC LEASE NO: 1359570000
 LESSOR: ST TX MF-115422 & RED BLUFF WPCD
 LESSEE: GP II ENERGY INC
 LEASE DATE: 5/1/2013
 RECORDING: OIL & GAS LEASE
 VOLUME 1007, PAGE 178, REEVES COUNTY, TEXAS

14. APC LEASE NO: 1365725000
 LESSOR: ST TX MF-115566A & R B MCGOWEN JR
 LESSEE: PETROHAWK PROPERTIES LP
 LEASE DATE: 3/13/2013
 RECORDING: OIL & GAS LEASE
 VOLUME 1010, PAGE 406, REEVES COUNTY, TEXAS

15. APC LEASE NO: 1365720000
 LESSOR: ST TX MF-115566B & RUSSELL B JERRY MCGOWEN III
 LESSEE: PETROHAWK PROPERTIES LP
 LEASE DATE: 6/13/2013
 RECORDING: OIL & GAS LEASE
 VOLUME 1010, PAGE 399, REEVES COUNTY, TEXAS



16. APC LEASE NO: 1365728000
LESSOR: ST TX MF-115566C & JACK LOUIS MCGOWEN
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/13/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 420, REEVES COUNTY, TEXAS
17. APC LEASE NO: 1365553000
LESSOR: ST TX MF-115567C & LORI ANN LEWIS
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 8/29/2013
RECORDING: OIL & GAS LEASE
VOLUME 1029, PAGE 496, REEVES COUNTY, TEXAS
18. APC LEASE NO: 1365550000
LESSOR: ST TX MF-117099 & ALEXIS ESCHSTRUTH
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 8/13/2013
RECORDING: OIL & GAS LEASE
VOLUME 1029, PAGE 284, REEVES COUNTY, TEXAS
19. APC LEASE NO: 1365557000
LESSOR: ST TX MF-117107 & MCDONNOLD FAMILY P'SHIP LP
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 9/16/2013
RECORDING: OIL & GAS LEASE
VOLUME 1031, PAGE 172, REEVES COUNTY, TEXAS
20. APC LEASE NO: 1365731000
LESSOR: ST TX MF-131773 & DORR PETROLEUM LAND MGMT.
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/4/2013
RECORDING: OIL & GAS LEASE
VOLUME 1014, PAGE 544, REEVES COUNTY, TEXAS

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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 with its certification of authentication, was filed in my office 08/09/2023 at 08:19 AM and recorded 08/09/2023 in the OFFICIAL PUBLIC RECORDS of Loving County, Texas with Instrument Number 2023-1671. 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

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Mozelle Carr, County Clerk

Minda Soto
Clerk Deputy



- E. The Parties desire to establish a basis for allocating and sharing in the proceeds of production of Hydrocarbons from such a Horizontal Drainhole Well(s) deemed a Sharing Well, as defined below.
- F. In consideration of the mutual promises set out herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms, conditions and provisions:

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- i. "Take Point" means any point along the Horizontal Drainhole where Hydrocarbons can enter the wellbore from the Correlative Interval and be produced.
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 - a. Each Interest Owner shall share the production or proceeds from a Sharing Well on the basis of the Allocation Factor, as defined above.
 - b. Proceeds from production from a Sharing Well shall be paid in accordance with the Allocation Factor, as same may be proportionately reduced, set out in Section 2.c below, subject to the terms of the Leases' royalty provisions, which remain in full force and effect except as expressly modified herein.
 - c. In the event an Interest Owner owns less than 100% of the undivided interest in a tract of land, then such Interest Owner's Allocation Factor shall be further proportionately reduced based upon its actual ownership.
 - d. Under no circumstances shall the sum of all Allocation Factors for all Interest Owners (whether a part of this Agreement or not) in a Sharing Well exceed 1.00 (i.e. 100%).
3. Exploration and Production Activities from each Sharing Well, whether or not the entirety of the Sharing Well's Horizontal Drainhole is located on the Lands and regardless of the surface location of such Sharing Well, shall be treated as if there were actual operations on or production from the Lands and will be deemed as actual operations conducted on, or production from, the Lands pursuant to the terms and provisions of each of the Leases and shall be deemed sufficient to maintain the Leases in full force and effect pursuant to the terms thereof.
4. Production from any and all Sharing Wells drilled hereunder shall not create any offset obligation under the Leases, whether express or implied, and shall not constitute drainage under the Leases because all Interest Owners are sharing in the production proceeds. This Agreement shall be deemed to constitute satisfaction of Anadarko's obligations (whether express or implied) to protect the Leases from drainage from each Sharing Well drilled, and protection of each Interest Owner's respective correlative rights. The undersigned further agrees that this Agreement affects only production from each Sharing Well drilled hereunder, and in no way affects ownership under other wells drilled or to be drilled which are not Sharing Wells.
5. If any State lease contains a retained-acreage clause, partial-termination clause, or other provision that would, based upon the passage of time or the occurrence or non-occurrence of some event or condition, cause the State lease to terminate, except as to certain portions of the leased premises included within certain types of units or otherwise associated with productive wells, then, for the sole purpose



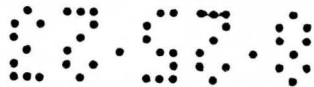
of determining the acreage and/or depths of the leased premises under said State lease that is perpetuated by a Sharing Well, that portion of the Sharing Well drilled on the leased premises of said State lease shall be treated as a well drilled entirely on the leased premises, and the acreage retained by said Sharing Well shall be the greater of 40 acres or the amount of acreage determined by the following formula: $0.032 \times L = A$, where L = the length (in feet) of the horizontal lateral component of the well from the first takepoint to the last takepoint and A = the portion of the State lease retained (in acres) provided that, if A is not divisible by the number 20, A will be rounded up to the next number divisible by 20, i.e. (0.032×4500 feet = 144 acres, which rounds up to 160 acres).

6. The provisions of any leases, agreements and, to the extent necessary, any division order(s) or transfer order(s) covering or affecting the Lands and Leases, are hereby amended to the extent necessary to make such instruments and agreements conform to the provisions herein, but not otherwise. In the event of a conflict between the terms and conditions of this Agreement and any of the Leases, agreements, division or transfer orders, then this Agreement shall prevail.
7. This Agreement shall become effective upon execution, and thereafter remain in effect for so long as each respective Lease is maintained in full force and effect. In the event a Sharing Well is plugged back or recompleted in such manner that the wellbore is no longer a Sharing Well, or in the event a Sharing Well is no longer capable of producing in paying quantities, then Anadarko may terminate this Agreement as to that specific Sharing Well or affected Lease, by filing a notice of termination to that effect in the records of Reeves County, Texas, within ninety (90) days after such occurrence. This Agreement shall become binding as to each Interest Owner upon such owner's execution of this Agreement regardless of whether all Interest Owners have executed this Agreement.
- ~~8. In addition to the foregoing, the undersigned Interest Owners do hereby RATIFY, ADOPT, and CONFIRM the oil and gas lease(s) covering their respective Lands and Leases, and each lessor does hereby GRANT, LEASE and LET unto Anadarko, all of Interest Owners' interest in the acreage covered by such lease, subject to the same terms and conditions provided for therein, as same may have been amended otherwise or herein.~~
9. It is understood and agreed that the Interest Owners herein do not by the execution hereof intend to pool or communitize the interest which they now own, or may hereafter own in portions of the land covered by the Lands and Leases with the interests of other parties owning an interest in any other portion or portions of the land covered by the Lands and Leases. Further, except as amended by this Agreement made for the sole purpose of allocation of production of Hydrocarbons from one or more Sharing Wells, the Leases described in Exhibit "B" are not otherwise altered or amended, except as set forth in Section (6) above.
10. To the extent they have the right to do so, Interest Owners hereby grant, let, lease and demise unto Anadarko surface and subsurface easements and rights-of-way (including all reasonable ingress and egress thereto and therefrom) on, in and under all the Lands and Leases associated with the Sharing Well(s) for Exploration and Production Activities.

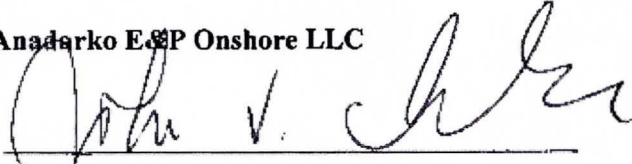


11. This Agreement may be executed in multiple counterparts, each of which shall be given the same effect as the execution of an original Agreement. Failure of any party hereto to execute a counterpart shall not render this Agreement ineffective as to any other Party hereto that does execute a counterpart thereof, but this Agreement shall be a covenant running with the Land and Leases and be binding upon each executing Party and its, his or her heirs, legal representatives, successors and assigns. The executed counterparts may be combined into one or more instruments for recordation, by combining the signature pages and acknowledgments, and the executing parties agree that such combined instruments shall be effective for all purposes as a single instrument.

EXECUTED and effective on this 23rd day of May, 2023.



Anadarko E&P Onshore LLC



Name: John V. Schneider

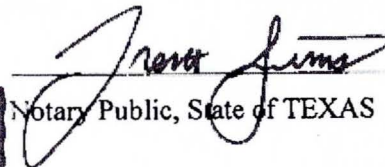
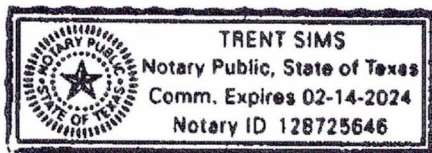
Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

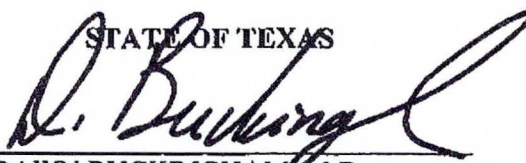
This instrument was acknowledged before me on July 13th, 2023, by John V. Schneider, as Attorney-in-Fact for Anadarko E&P Onshore LLC, a Delaware limited liability company, on behalf of said company.


Notary Public, State of TEXAS

True & Correct Copy of a
document on file at
Reeves County Texas,
Evangelina N. Abila, County Clerk
Page 6 of 13



Date Executed 5/23/2023

STATE OF TEXAS

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

Approved:

leas. DBO

cont. Ab

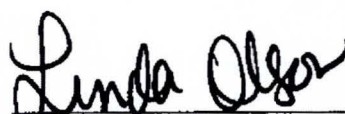
legal MO

exec. MA

CERTIFICATE

I, Linda Olson, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on May 9th, 2023, the foregoing instrument was approved by said Board under the provisions of Chapter 32 and 52 of the Natural Resources Code all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 23 day of May, 2023


Secretary of the School Land Board



True & Correct Copy of a
document on file at
Reeves County Texas,
Evangelina N. Abila, County Clerk
Page 7 of 13

00570

EXHIBIT A

Attached to and made a part of that certain Production Sharing Agreement dated _____, 2023 between Anadarko E&P Onshore LLC, and Interest Owners.

LANDS:

Tract 1: Bowfin State 57-1-48 Unit as described in that certain Pooling Agreement dated September 5, 2017, GLO Unit No. 8641, filed as Instrument Number 2018-0317, Loving County, Texas and Instrument Number 17-20898, Reeves County, Texas: All of Sections 37 and 48, Block 57, Township 1, T&P RR Co. Survey, Loving and Reeves Counties, Texas

Tract 2: E/2 of Section 1, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas



EXHIBIT A-1

Attached to and made a part of that certain Production Sharing Agreement dated _____, 2023 between Anadarko E&P Onshore LLC, and Interest Owners.

Allocation Factor in Each Tract

Tract 1: Allocation Factor: 1280 / 1600

Tract 2: Allocation Factor: 320 / 1600

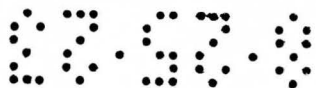


EXHIBIT B

Attached to and made a part of that certain Production Sharing Agreement dated _____, 2023 between Anadarko E&P Onshore LLC, and Interest Owners.

OIL AND GAS LEASES:

1. APC LEASE NO: 1360832000
LESSOR: CHEVRON U.S.A. INC.
LESSEE: ANADARKO E&P ONSHORE LLC
LEASE DATE: 11/15/2014
RECORDING: MEMORANDUM OF OIL & GAS LEASE
VOLUME 1220, PAGE 332, REEVES COUNTY, TEXAS
INSTRUMENT NO. 2016-0237, LOVING COUNTY, TEXAS
2. APC LEASE NO: 1365636000
LESSOR: ST TX & CHARLENE SHELTON
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 5/15/2013
RECORDING: OIL & GAS LEASE
VOLUME 1007, PAGE 727, REEVES COUNTY, TEXAS
3. APC LEASE NO: 1365700000
LESSOR: ST TX & COX FAMILY TRUST
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/13/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 375, REEVES COUNTY, TEXAS
4. APC LEASE NO: 1365709000
LESSOR: ST TX & JOHN E BLEY
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/10/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 383, REEVES COUNTY, TEXAS
5. APC LEASE NO: 1365647000
LESSOR: ST TX & JOHN RICHARD SAMUEL
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 5/15/2013
RECORDING: OIL & GAS LEASE
VOLUME 1007, PAGE 734, REEVES COUNTY, TEXAS
6. APC LEASE NO: 1365729000
LESSOR: ST TX & MARGARET HALL SAMUEL
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/25/2013
RECORDING: OIL & GAS LEASE
VOLUME 1014, PAGE 535, REEVES COUNTY, TEXAS
7. APC LEASE NO: 1365716000
LESSOR: ST TX & ROBERT M BLEY
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/10/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 392, REEVES COUNTY, TEXAS



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Page 10 of 13



8. APC LEASE NO: 1365649000
LESSOR: ST TX & STEPHEN CHOATE
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/10/2013
RECORDING: OIL & GAS LEASE
VOLUME 1007, PAGE 769, REEVES COUNTY, TEXAS
9. APC LEASE NO: 1365650000
LESSOR: ST TX & WILLIAM CHOATE
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/10/2013
RECORDING: OIL & GAS LEASE
VOLUME 1007, PAGE 776, REEVES COUNTY, TEXAS
10. APC LEASE NO: 1365732000
LESSOR: ST TX M-115897 (PSL)
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 10/1/2013
RECORDING: OIL & GAS LEASE
VOLUME 1037, PAGE 719, REEVES COUNTY, TEXAS
11. APC LEASE NO: 1365735000
LESSOR: ST TX M-115898 (PSL)
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 10/1/2013
RECORDING: OIL & GAS LEASE
VOLUME 1037, PAGE 725, REEVES COUNTY, TEXAS
12. APC LEASE NO: 1365738000
LESSOR: ST TX M-115899 (PSL)
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 10/1/2013
RECORDING: OIL & GAS LEASE
VOLUME 1037, PAGE 731, REEVES COUNTY, TEXAS
13. APC LEASE NO: 1359570000
LESSOR: ST TX MF-115422 & RED BLUFF WPCD
LESSEE: GP II ENERGY INC
LEASE DATE: 5/1/2013
RECORDING: OIL & GAS LEASE
VOLUME 1007, PAGE 178, REEVES COUNTY, TEXAS
14. APC LEASE NO: 1365725000
LESSOR: ST TX MF-115566A & R B MCGOWEN JR
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 3/13/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 406, REEVES COUNTY, TEXAS
15. APC LEASE NO: 1365720000
LESSOR: ST TX MF-115566B & RUSSELL B JERRY MCGOWEN III
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/13/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 399, REEVES COUNTY, TEXAS



16. APC LEASE NO: 1365728000
LESSOR: ST TX MF-115566C & JACK LOUIS MCGOWEN
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/13/2013
RECORDING: OIL & GAS LEASE
VOLUME 1010, PAGE 420, REEVES COUNTY, TEXAS
17. APC LEASE NO: 1365553000
LESSOR: ST TX MF-115567C & LORI ANN LEWIS
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 8/29/2013
RECORDING: OIL & GAS LEASE
VOLUME 1029, PAGE 496, REEVES COUNTY, TEXAS
18. APC LEASE NO: 1365550000
LESSOR: ST TX MF-117099 & ALEXIS ESCHSTRUTH
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 8/13/2013
RECORDING: OIL & GAS LEASE
VOLUME 1029, PAGE 284, REEVES COUNTY, TEXAS
19. APC LEASE NO: 1365557000
LESSOR: ST TX MF-117107 & MCDONNOLD FAMILY P'SHIP LP
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 9/16/2013
RECORDING: OIL & GAS LEASE
VOLUME 1031, PAGE 172, REEVES COUNTY, TEXAS
20. APC LEASE NO: 1365731000
LESSOR: ST TX MF-131773 & DORR PETROLEUM LAND MGMT.
LESSEE: PETROHAWK PROPERTIES LP
LEASE DATE: 6/4/2013
RECORDING: OIL & GAS LEASE
VOLUME 1014, PAGE 544, REEVES COUNTY, TEXAS



Reeves County
Evangelina N. Abila
Reeves County Clerk

Instrument Number: 2023005760

eRecording - Real Property
AGREEMENT

Recorded On: August 10, 2023 01:42 PM

Number of Pages: 13

" Examined and Charged as Follows: "

Total Recording: \$70.00

***** 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: 2023005760
Receipt Number: 20230810000017
Recorded Date/Time: August 10, 2023 01:42 PM
User: Brianna T
Station: CLERK07

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.

Evangelina N. Abila
Reeves County Clerk
Reeves County, TX

Evangelina N. Abila



True & Correct Copy of a
document on file at
Reeves County Texas,
Evangelina N. Abila, County Clerk
Page 13 of 13





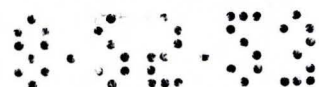
**CERTIFIED A TRUE AND CORRECT COPY
OF THE RECORD ON FILE IN MY OFFICE**

EVANGELINA N. ABILA

Reeves County Clerk

August 11, 2023
Date

By: Juanita Martinez
Deputy Clerk





Anadarko E&P Onshore LLC
A subsidiary of Occidental Petroleum Corporation

5 Greenway Plaza, Suite 110, Houston, Texas 77046
P.O. Box 4294, Houston, Texas 77210-4294
Phone 720-929-6257

August 23, 2023

State of Texas General Land Office
Energy Resources/Mineral Leasing
Attn: Joy McCauley
P.O. Box 12873
Austin, TX 78711-2873

Re: Production Sharing Agreement Application
Bowhawk State 57-2-1-37 Development
Bowfin State 57-1-48 Unit (GLO Unit No. 8641),
Block 57, Township 1, Loving and Reeves Counties, Texas; and
E/2 of Section 1, Block 57, Township 2, Reeves County, Texas

Dear Ms. McCauley,

Enclosed for your records is a certified recorded copy of that certain Production Sharing Agreement dated May 23, 2023, for the Anadarko E&P Onshore LLC operated Bowhawk State 57-2-1-37 development (the "PSA").

If there are questions regarding the PSA, please contact the undersigned at jared_boren@oxy.com or (713) 840-3084.

Sincerely,

/s/ Jared Boren

Jared Boren
Advisor Land Negotiator



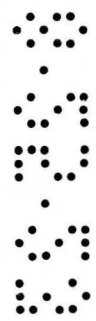
File No. MF 115422
Reeves County

Recorded + Certified Copies PSA 00518 Bowhawk State

Date Filed: 08/30/2023 57-2-1-37 Wells

Commissioner Dawn Buckingham, M.D.

By: MB





Information for processing an Internal Non-Unit Transaction (iNut) Sharing Area

iNut No. **13218**

GENERAL INFORMATION

Name of Well: Bowhawk State 57-2-1-37 Sharing Area

API # multiple

Name of Operator: Anadarko E&P Onshore LLC

RRC # multiple

Operator Contact Person: Sheela Neupane

Phone: 832-636-1266

County: Reeves

ALLOCATION OF STATE UNITS AND/OR LEASES BASED ON SHARING AREA ACREAGE

Lease Type	Unit/Lease No	Total Sharing Area Acreage	Unit Sharing Area Acreage	Unit Royalty Decimal	Lease Royalty Decimal	RRAC Participation Factor	State Participation by Unit/Lease
RAL	8641/MF115422	1,600.00	1,280.00	0.02929688	0.12500000	0.18750003	0.02343750
UFee	8641/MF115899	1,600.00	1,280.00	0.00097656	0.25000000	0.00312499	0.00078125
RAL	8641/MF115498	1,600.00	1,280.00	0.00024414	0.12500000	0.00156250	0.00019531
RAL	8641/MF115567	1,600.00	1,280.00	0.01875000	0.12500000	0.12000000	0.01500000
RAL	8641/MF115499	1,600.00	1,280.00	0.00737305	0.12500000	0.04718752	0.00589844
RAL	8641/MF115424	1,600.00	1,280.00	0.00195313	0.12500000	0.01250003	0.00156250
RAL	8641/MF117107	1,600.00	1,280.00	0.00073242	0.12500000	0.00468749	0.00058594
RAL	8641/MF115566	1,600.00	1,280.00	0.00073242	0.12500000	0.00468749	0.00058594
UFee	8641/MF115898	1,600.00	1,280.00	0.00195313	0.25000000	0.00625002	0.00156250
RAL	8641/MF117099	1,600.00	1,280.00	0.00097656	0.12500000	0.00624998	0.00078125
UFee	8641/MF115897	1,600.00	1,280.00	0.00195313	0.25000000	0.00625002	0.00156250
Totals:						0.40000006	0.05195314
Effective Date:	11/1/2023						State Net Royalty Revenue in Well

Name of Production Sharing Agreement, if any:

Comments: iNut Sharing Area which includes Unit 8641. Subject to PSA #00518. First production 11/2023.

Allocation based on Surface Acreage in Sharing Area. Final plat and allocation information received 12/21/2023.

Attach a plat showing the iNut well with length of laterals marked and the State lands marked.

Lease Types: Relinquishment Act Land (RAL), State Fee (SF), Free Royalty (FR), Unleased Riverbed (UR), Highway Right of Way (HROW), Unleased Highway (UH), Criminal Justice (TDCJ), Parks & Wildlife (TPW), Mineral Production Allocation (MPAA), Dept. of Aging (DADS), School for the Blind (SBVI), Stephen F. Austin (SFA), TX A&M (A&M).

Prepared by: MB Alamo updated by: MB WI updated by: MB
RAM approval by: VD GIS updated by: [Signature]

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

INUT230001

Unit Number 13218
Operator Name Anadarko E&P Onshore LLC
Customer ID C00004444
Unit Name Bowhawk State 57-2-1-37 Sharing Area
County 1 Reeves **RRC District 1** 08
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type iNut
State Net Revenue Interest Oil 0.05195314
State Part in Unit 0.40000006
Unit Depth Allow All Depths
From Depth
To Depth
Well
Formation
Participation Basis Surface Acreage
If Exclusions Apply: See Remarks

Effective Date 11/01/2023
Unitized For Oil And Gas
Unit Term
Old Unit Number **Inactive Status Date**

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF115422		0.000000	0.000000	0.18750003	O/G	0.12500000	0.02343750	No
MF115424		0.000000	0.000000	0.01250003	O/G	0.12500000	0.00156250	No
MF115498		0.000000	0.000000	0.00156250	O/G	0.12500000	0.00019531	No
MF115499		0.000000	0.000000	0.04718752	O/G	0.12500000	0.00589844	No

<i>Lease Number</i>	<i>Tract No</i>	<i>Lease Acres in Unit</i>	<i>Total Unit Acres</i>	<i>Tract Participation</i>	<i>O/G</i>	<i>Lease Royalty</i>	<i>NRI of Lease in Unit</i>	<i>Royalty Rate Reduction Clause</i>
MF115566		0.000000	0.000000	0.00468749	O/G	0.12500000	0.00058594	No
MF115567		0.000000	0.000000	0.12000000	O/G	0.12500000	0.01500000	No
MF115897		0.000000	0.000000	0.00625002	O/G	0.25000000	0.00156250	No
MF115898		0.000000	0.000000	0.00625002	O/G	0.25000000	0.00156250	No
MF115899		0.000000	0.000000	0.00312499	O/G	0.25000000	0.00078125	No
MF117099		0.000000	0.000000	0.00624998	O/G	0.12500000	0.00078125	No
MF117107		0.000000	0.000000	0.00468749	O/G	0.12500000	0.00058594	No

API Number

4238940126, 4238940127, 4238940128

Remarks:

iNut Sharing Area which includes Unit 8641. Subject to PSA #00518. First production 11/2023. Allocation based on Surface Acreage in Sharing Area. Final plat and allocation information received 12/21/2023.

Prepared By:

MB

Prepared Date:

1/16/24

GLO Base Updated By:

MB

GLO Base Date:

1/16/24

RAM Approval By:

VD

RAM Approval Date:

1/16/24

GIS By:

JA

GIS Date:

02/28/2024

Well Inventory By:

MB

WI Date:

1/16/24

Nut Sharing Area 13218

T. & P. R. R. CO.
BLOCK 57
TSP 1

BOWHAWK STATE 57-1-48 UNIT
TRACT SUMMARY

TRACT	CALLED ACREAGE	MINERAL OWNERSHIP
1	640	CHEVRON U.S.A., INC.
2	300	STATE OF TEXAS, et al
3	10	STATE OF TEXAS, et al
4	10	STATE OF TEXAS, et al
5	192	STATE OF TEXAS, et al
6	75.5	STATE OF TEXAS, et al
7	20	STATE OF TEXAS, et al
8	15	STATE OF TEXAS, et al
9	10	STATE OF TEXAS, et al
10	5	STATE OF TEXAS, et al
11	2.5	STATE OF TEXAS, et al
TOTAL	1280	

Surface to Penetration Point
Grid Bearing - S33°00'15"W -- 1185'
Penetration Point to First Take Point
Grid Bearing - N08°23'05"W -- 493'
First Take Point to Last Take Point
Grid Bearing - N05°08'25"E -- 15302'
Last Take Point to End of Terminus
Grid Bearing - N02°48'49"E -- 141'

AS DRILLED
SURFACE LOCATION WELL NO. 15H
1025' FSL x 1615' FEL A-619, Section 1,
Bik. 57, TSP 2, T. & P. R. R. CO. SURVEY,
Reeves Co.,
WELL DATA - NAD 27, TX(C)
X= 889085.45'; Y= 819826.54'
Lat.= 31°52'17.93"; Long.= -103°54'44.34"
Ground Elevation: 2832.7'
Approx. 3.2 miles North of Orta, TX

@MD 8961' PENETRATION POINT WELL NO. 15H
11' FSL x 2217' FEL Section 1, Bik. 57,
TSP 2, T. & P. R. R. CO. SURVEY, Reeves Co.,
WELL DATA - NAD 27, TX(C)
X= 888439.77'; Y= 818832.44'
Lat.= 31°52'07.90"; Long.= -103°54'51.45"

@MD 10331' FIRST TAKE POINT WELL NO. 15H
496' FSL x 2310' FEL Section 1, Bik. 57,
TSP 2, T. & P. R. R. CO. SURVEY, Reeves Co.,
WELL DATA - NAD 27, TX(C)
X= 888367.90'; Y= 819320.04'
Lat.= 31°52'12.70"; Long.= -103°54'52.47"

@MD 25633' LAST TAKE POINT WELL NO. 15H
205' FNL x 1603' FEL Section 37, Bik. 57,
TSP 1, T. & P. R. R. CO. SURVEY, Loving Co.,
WELL DATA - NAD 27, TX(C)
X= 889732.50'; Y= 834489.32'
Lat.= 31°54'43.17"; Long.= -103°54'42.31"

@MD 25774' END OF TERMINUS WELL NO. 15H
64' FNL x 1602' FEL A-217, Section 37,
Bik. 57, TSP 1, T. & P. R. R. CO. SURVEY,
Loving Co.,
WELL DATA - NAD 27, TX(C)
X= 889739.42'; Y= 834630.13'
Lat.= 31°54'44.56"; Long.= -103°54'42.28"

1500 750 0 750 1500
SCALE IN FEET
SCALE: 1" = 1500'

WAFWA	
BOWHAWK STATE 57-2-1-37 A - 15H	
NAD 83 LAT (DD)	NAD 83 LONG (DD)
N/A	N/A

FIELD: PHANTOM (WOLFCAMP)

LEASE BOUNDARY - - - - -

PRODUCING WELL - - - - -

INJECTION WELL - - - - -

WELL LOCATIONS - - - - -

PROPOSED CONVERSION - - - - -



Firm #10041700
For R.R.C Use Only

I, BRYON W. CAREY hereby certify that this plat,
drawn to the scale indicated, accurately represents
conditions as they actually exist on the property
on which permit to drill is sought and correctly
reflects all pertinent data required to be shown on
such plat by orders of the Railroad Commission of Texas.

Date: 11/30/2023

ANADARKO E&P ONSHORE LLC
BOWFIN STATE 57-1-48 UNIT
(CALLED 1280 AC.)

T. & P. R. R. CO.
BLOCK 56
TSP 1

ANADARKO E&P ONSHORE LLC
SEAHAWK 57-2-1
(CALLED 484.83 AC.)

T. & P. R. R. CO.
BLOCK 56
TSP 2

FAA REQUIRED: NO

ANADARKO E&P ONSHORE LLC

**BOWHAWK STATE
57-2-1-37 A**

WELL NO. 15H

Reeves & Loving Counties, Texas

Scale: 1" = 1500' 11/30/2023 505_BOWHAWK.STATE.DGN
Plat prepared by GRB
Horizon Survey, Inc.

T. & P. R. R. CO.
BLOCK 57
TSP 1

BOWHAWK STATE 57-1-48 UNIT
TRACT SUMMARY

TRACT	CALLED ACREAGE	MINERAL OWNERSHIP
1	640	CHEVRON U.S.A., INC.
2	300	STATE OF TEXAS, et al
3	10	STATE OF TEXAS, et al
4	10	STATE OF TEXAS, et al
5	192	STATE OF TEXAS, et al
6	75.5	STATE OF TEXAS, et al
7	20	STATE OF TEXAS, et al
8	15	STATE OF TEXAS, et al
9	10	STATE OF TEXAS, et al
10	5	STATE OF TEXAS, et al
11	2.5	STATE OF TEXAS, et al
TOTAL	1280	

Surface to Penetration Point
Grid Bearing - S05°26'30"E -- 1140'
Penetration Point to First Take Point
Grid Bearing - N01°21'05"E -- 352'
First Take Point to Last Take Point
Grid Bearing - N06°20'46"E -- 15682'
Last Take Point to End of Terminus
Grid Bearing - N02°00'54"E -- 124'

AS DRILLED
SURFACE LOCATION WELL NO. 16H
1025' FSL x 1555' FEL A-619, Section 1,
Bik. 57, TSP 2, T. & P. R. R. CO. SURVEY,
Reeves Co.,
WELL DATA - NAD 27, TX(C)
X = 889145.43'; Y = 819824.68'
Lat. = 31°52'17.93"; Long. = -103°54'43.65"
Ground Elevation: 2833.3'
Approx. 3.2 miles North of Orta, TX

@MD 8938' PENETRATION POINT WELL NO. 16H
106' FNL x 1398' FEL Section 12, Bik. 57,
TSP 2, T. & P. R. R. CO. SURVEY, Reeves Co.,
WELL DATA - NAD 27, TX(C)
X = 889253.56'; Y = 818689.56'
Lat. = 31°52'06.74"; Long. = -103°54'41.97"

@MD 10203' FIRST TAKE POINT WELL NO. 16H
246' FSL x 1405' FEL Section 1, Bik. 57,
TSP 2, T. & P. R. R. CO. SURVEY, Reeves Co.,
WELL DATA - NAD 27, TX(C)
X = 889261.87'; Y = 819041.80'
Lat. = 31°52'10.23"; Long. = -103°54'42.01"

@MD 25885' LAST TAKE POINT WELL NO. 16H
162' FNL x 356' FEL Section 37, Bik. 57,
TSP 1, T. & P. R. R. CO. SURVEY, Loving Co.,
WELL DATA - NAD 27, TX(C)
X = 890980.19'; Y = 834492.42'
Lat. = 31°54'43.59"; Long. = -103°54'27.85"

@MD 26009' END OF TERMINUS WELL NO. 16H
38' FNL x 357' FEL A-217, Section 37,
Bik. 57, TSP 1, T. & P. R. R. CO. SURVEY,
Loving Co.,
WELL DATA - NAD 27, TX(C)
X = 890984.55'; Y = 834616.34'
Lat. = 31°54'44.82"; Long. = -103°54'27.84"

1500 750 0 750 1500
SCALE IN FEET
SCALE: 1" = 1500'

WAFWA BOWHAWK STATE 57-2-1-37 B - 16H	
NAD 83 LAT (DD)	NAD 83 LONG (DD)
N/A	N/A

FIELD: PHANTOM (WOLFCAMP)

LEASE BOUNDARY - - - - -

PRODUCING WELL - - - - -

INJECTION WELL - - - - -

WELL LOCATIONS - - - - -

PROPOSED CONVERSION - - - - -

GRID
NAD27 TCZ
USFT



Firm #10041700
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reflects all pertinent data required to be shown on
such plat by orders of the Railroad Commission of Texas.

Date: 11/30/2023

ANADARKO E&P ONSHORE LLC
BOWFIN STATE 57-1-48 UNIT
(CALLED 1280 AC.)

T. & P. R. R. CO.
BLOCK 56
TSP 1

LOVING COUNTY
REEVES COUNTY

ANADARKO E&P ONSHORE LLC
SEAHAWK 57-2-1
(CALLED 484.83 AC.)

T. & P. R. R. CO.
BLOCK 56
TSP 2

ANADARKO E&P
ONSHORE LLC

T. & P. R. R. CO.
BLOCK 57
TSP 2

FAA REQUIRED: NO

ANADARKO E&P ONSHORE LLC

**BOWHAWK STATE
57-2-1-37 B**

WELL NO. 16H

Reeves & Loving Counties, Texas

Scale: 1" = 1500' 11/30/2023 505.BOWHAWK.STATE.DGN
Plat prepared by GRB
Horizon Survey, Inc.

T. & P. R. R. CO.
BLOCK 57
TSP 1

BOWHAWK STATE 57-1-48 UNIT
TRACT SUMMARY

TRACT	CALLED ACREAGE	MINERAL OWNERSHIP
1	640	CHEVRON U.S.A., INC.
2	300	STATE OF TEXAS, et al
3	10	STATE OF TEXAS, et al
4	10	STATE OF TEXAS, et al
5	192	STATE OF TEXAS, et al
6	75.5	STATE OF TEXAS, et al
7	20	STATE OF TEXAS, et al
8	15	STATE OF TEXAS, et al
9	10	STATE OF TEXAS, et al
10	5	STATE OF TEXAS, et al
11	2.5	STATE OF TEXAS, et al
TOTAL	1280	

Surface to Penetration Point
Grid Bearing - S18°42'25"W -- 1063'
Penetration Point to First Take Point
Grid Bearing - N01°56'31"W -- 199'
First Take Point to Last Take Point
Grid Bearing - N05°48'27"E -- 15691'
Last Take Point to End of Terminus
Grid Bearing - N02°49'31"E -- 141'

AS DRILLED
SURFACE LOCATION WELL NO. 21H
1025' FSL x 1585' FEL A-619, Section 1,
Blk. 57, TSP 2, T. & P. R. R. CO. SURVEY,
Reeves Co.,
WELL DATA - NAD 27, TX(C)
X= 889115.45'; Y= 819825.60'
Lat.= 31°52'17.93"; Long.= -103°54'43.99"
Ground Elevation: 2833.0'
Approx. 3.2 miles North of Orta, TX

@MD 8933' PENETRATION POINT WELL NO. 21H
8' FSL x 1882' FEL Section 1, Blk. 57,
TSP 2, T. & P. R. R. CO. SURVEY, Reeves Co.,
WELL DATA - NAD 27, TX(C)
X= 888774.67'; Y= 818819.22'
Lat.= 31°52'07.87"; Long.= -103°54'47.57"

@MD 10194' FIRST TAKE POINT WELL NO. 21H
207' FSL x 1897' FEL Section 1, Blk. 57,
TSP 2, T. & P. R. R. CO. SURVEY, Reeves Co.,
WELL DATA - NAD 27, TX(C)
X= 888767.91'; Y= 819018.59'
Lat.= 31°52'09.84"; Long.= -103°54'47.72"

@MD 25885' LAST TAKE POINT WELL NO. 21H
206' FSL x 996' FEL Section 37, Blk. 57,
TSP 1, T. & P. R. R. CO. SURVEY, Loving Co.,
WELL DATA - NAD 27, TX(C)
X= 890339.28'; Y= 834468.12'
Lat.= 31°54'43.15"; Long.= -103°54'35.27"

@MD 26026' END OF TERMINUS WELL NO. 21H
66' FSL x 995' FEL A-217, Section 37,
Blk. 57, TSP 1, T. & P. R. R. CO. SURVEY,
Loving Co.,
WELL DATA - NAD 27, TX(C)
X= 890346.23'; Y= 834608.95'
Lat.= 31°54'44.55"; Long.= -103°54'35.24"

1500 750 0 750 1500
SCALE IN FEET
SCALE: 1" = 1500'

WAFWA	
BOWHAWK STATE 57-2-1-37 C - 21H	
NAD 83 LAT (DD)	NAD 83 LONG (DD)
N/A	N/A

FIELD: PHANTOM (WOLFCAMP)

LEASE BOUNDARY - - - - -

PRODUCING WELL - - - - -

INJECTION WELL - - - - -

WELL LOCATIONS - - - - -

PROPOSED CONVERSION - - - - -



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Date: 11/30/2023

ANADARKO E&P ONSHORE LLC
BOWFIN STATE 57-1-48 UNIT
(CALLED 1280 AC.)

T. & P. R. R. CO.
BLOCK 56
TSP 1

ANADARKO E&P ONSHORE LLC
SEAHAWK 57-2-1
(CALLED 484.83 AC.)

T. & P. R. R. CO.
BLOCK 56
TSP 2

FAA REQUIRED: NO

ANADARKO E&P ONSHORE LLC

**BOWHAWK STATE
57-2-1-37 C**

WELL NO. 21H

Reeves & Loving Counties, Texas

Scale: 1" = 1500' 11/30/2023 505.BOWHAWK_STATE.DGN
Plat prepared by GRB
Horizon Survey, Inc.

Mary Barnstone

From: Boren, Jared <Jared_Boren@oxy.com>
Sent: Thursday, December 21, 2023 9:58 AM
To: Neupane, Sheela B; Flack, Melissa R
Cc: Garza, Leonardo; Mary Barnstone; GLO123
Subject: [EXTERNAL] RE: C44444 Unit Agreement Memo
Attachments: RECORDED Production Sharing Agreement 5.23.23 REEVES.pdf

traveres 8641
subject to PSA #00518

Below & attached is the information requested. The as-drilled plats will be attached under a separate email.

Allocation is on an acreage basis in accordance with the GLO's PSA, with the total being 1600GA and the 2 tracts being the Bowfin State 57-1-48 Unit and the E/2 of Section 1, Block 57-T2 (PSA attached).

Tract 1: Bowfin State 57-1-48 Unit as described in that certain Pooling Agreement dated September 5, 2017, GLO Unit No. 8641, filed as Instrument Number 2018-0317, Loving County, Texas and Instrument Number 17-20898, Reeves County, Texas: All of Sections 37 and 48, Block 57, Township 1, T&P RR Co. Survey, Loving and Reeves Counties, Texas

Tract 2: E/2 of Section 1, Block 57, Township 2, T&P RR Co. Survey, Reeves County, Texas

Allocation Factor in Each Tract

Tract 1: Allocation Factor: 1280 / 1600 Unit 8641

Tract 2: Allocation Factor: 320 / 1600

Date of 1st production appears to be 11/13/2023 for the 15H and 16H and 11/14/2023 for the 21H which is being renamed to the 17H.

Thank you,



Jared Boren, CPL
Advisor Land Negotiator – Delaware Basin
Occidental Petroleum Corporation
713.840.3084 Office
jared_boren@oxy.com
www.oxy.com

From: Neupane, Sheela B <Sheela_Neupane@oxy.com>
Sent: Thursday, December 21, 2023 9:53 AM
To: Flack, Melissa R <Melissa_Flack@oxy.com>
Cc: Garza, Leonardo <Leonardo_Garza@oxy.com>; Boren, Jared <Jared_Boren@oxy.com>; Mary Barnstone

<Mary.Barnstone@GLO.TEXAS.GOV>; GLO (glo123@glo.texas.gov) <glo123@glo.texas.gov>

Subject: FW: C44444 Unit Agreement Memo

Importance: High

Good morning Melissa:

Please forward the final, as-drilled plats, allocation information and the date of first production to mary.barnstone@glo.texas.gov.

BOWHAWK STATE 57-2-1-37 A 15H	42389401260000	08-882409 spud 4/13/23
BOWHAWK STATE 57-2-1-37 B 16H	42389401270000	08-882417 spud 4/20/23
BOWHAWK STATE 57-2-1-37 C 21H	42389401280000	08-882423 spud 4/18/23

Please let me know when done.

Thank you,

Sheela Neupane
Tax & Royalty Team



Phone: (832)636-1266
Sheela_Neupane@oxy.com

From: GLO123 <glo123@glo.texas.gov>
Sent: Thursday, December 21, 2023 8:59 AM
To: Neupane, Sheela B <Sheela_Neupane@oxy.com>
Subject: [EXTERNAL] FW: C44444 Unit Agreement Memo

WARNING - This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Sheela,

BOWHAWK STATE 57-2-1-37 A 15H	42389401260000
BOWHAWK STATE 57-2-1-37 B 16H	42389401270000
BOWHAWK STATE 57-2-1-37 C 21H	42389401280000

The above 3 are allocation wells that traverse unit 8641. We have a PSA on file. Operator needs to send Mary Barnstone at mary.barnstone@glo.texas.gov the final, as-drilled plats, allocation information and the date of first production.

CHERRY 56-2-13-1 F 68H	42301363820000
------------------------	----------------

This is in Unit 11471. The Unit Agreement Memo is attached.

Thank you,

mb

Mary Beth Barnstone

Minerals Specialist - Energy Resources -Texas General Land Office
Commissioner Dawn Buckingham, M.D.

1700 North Congress Ave. Suite 840
Austin, Texas 78701
(512)463-6818 direct

Hours: Tuesday, Thursday & Friday: 7:00am – 5:30pm (in office)
Wednesday: 7:00am – 5:30pm (remote)

From: GLO123 <glo123@glo.texas.gov>

Sent: Thursday, December 21, 2023 7:09 AM

To: Mary Barnstone <Mary.Barnstone@GLO.TEXAS.GOV>; Joy McCauley <Joy.McCauley@GLO.TEXAS.GOV>

Subject: RE: C44444 Unit Agreement Memo

Do you have anything on the API's below.

Verdis Daniels Jr | (512) 463-5415 | Administrative Assistant, Minerals Review | Texas General Land Office
| 7:00a-4:00p | RRAC Team email: glo123@glo.texas.gov | verdis.daniels@glo.texas.gov

From: Neupane, Sheela B <Sheela_Neupane@oxy.com>

Sent: Wednesday, December 20, 2023 5:28 PM

To: GLO123 <glo123@glo.texas.gov>

Subject: [EXTERNAL] C44444 Unit Agreement Memo

Good afternoon,

Please provide Unit agreement memo for wells listed below:

Well Name	API
BOWHAWK STATE 57-2-1-37 A 15H	42389401260000
BOWHAWK STATE 57-2-1-37 B 16H	42389401270000
BOWHAWK STATE 57-2-1-37 C 21H	42389401280000
CHERRY 56-2-13-1 F 68H	42301363820000

Thank you,

Sheela Neupane

Tax & Royalty Team



Phone: (832)636-1266
Sheela_Neupane@oxy.com

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CAUTION: This email originated from OUTSIDE of the Texas General Land Office. Links or attachments may be dangerous. Please be careful clicking on any links or opening any attachments.

File No. MF 115422
Reeves County
1 Nut 13218
Date Filed: 1/16/24
Commissioner Dawn Buckingham, M.D.
By: MB Barnstap

Matthew Scott

From: Matthew Scott
Sent: Friday, January 26, 2024 5:35 PM
To: Leung, Steven A
Cc: Robert Hatter; Brian Raygon
Subject: RE: CHICANE GLO COMMINGLE APPLICATION - JAN 2024
Attachments: 08-10095 1-26-24 COMMINGLING & GAS LIFT APPLICATION APPROVAL CHICANE ST BOWHAWK ST CASPER ST.pdf; GLO COMMINGLE APPLICATION - CHICANE - JAN 2024.pdf

Mr. Leung,

Thank you for (a) submitting the application, per attachment "GLO COMMINGLE APPLICATION - CHICANE - JAN 2024.pdf", to commingle production at the Chicane Tankless 5.0 Facility from the GLO Unit 11875 (Chicane State 56-1-43-7), PSA 00518 (Bowhawk 57-2-1-37) INUT 13218, and Unit 12786 (Casper State 57-1-47-11) wells and (b) the request to use gas lift in the Unit 12786 (Casper State 57-1-47-11) wells as an artificial lift method in those wells.

Please find attached the approval of the application, dated 1/26/2024, for the surface commingling of the production from the Unit 11875 (Chicane State 56-1-43-7), PSA 00518 (Bowhawk 57-2-1-37) INUT 13218, and Unit 12786 (Casper State 57-1-47-11) wells listed in the application and as part of RRC P17 08-10095 with production allocation per the two step/two-tier allocation methodology labeled "CHICANE - GLO – TWO TIER ALLOCATION" in the application documents.

Gas Lift

In addition, as Lessee and operator of the Unit 12786 (Casper State 57-1-47-11) wells, it was requested that the GLO approve of the use of gas lift as a form of artificial lift to produce those wells.

The GLO approves of the use of gas lift to produce those wells from the portion of state mineral lease MF112814, MF112817, MF112818, and MF112820 that are associated with the GLO Unit 12786 (Casper State 57-1-47-11) wells that are in the scope of RRC P-17 08-10095.

Thank you,

Matthew

Matthew T. Scott, P.E.
Petroleum Engineer
(512) 463-5296
Energy Resources Division
Texas General Land Office
Commissioner Dawn Buckingham, M.D.

From: Leung, Steven A <Steven_Leung@oxy.com>
Sent: Wednesday, January 24, 2024 3:01 PM
To: Matthew Scott <Matthew.Scott@glo.texas.gov>
Subject: [EXTERNAL] RE: CHICANE GLO COMMINGLE APPLICATION - JAN 2024

Mr. Scott,

Thank you for your phone call yesterday. Attached is an updated application for the Chicane facility.

Thank you!

-Steven

From: Leung, Steven A
Sent: Thursday, January 11, 2024 3:01 PM
To: 'Matthew Scott' <Matthew.Scott@glo.texas.gov>
Subject: CHICANE GLO COMMINGLE APPLICATION - JAN 2024

Mr. Scott,

Please find the attached commingle application for the Chicane Facility. The Chicane State, Bowhawk State, and Threadfin (non-state) were previously approved. This amendment is to include the upcoming Casper State wells.

Thanks,
Steven

STEVEN LEUNG
Oxy Regulatory Engineer
Office: 713.497.2503

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Texas General Land Office
Application to Surface Commingle State Leases

Application Revision
April 15, 2023

Provide a GLO Lease List that includes all applicable mineral lease, GLO pooled unit, PSA, and i-Nut information for all wells in the scope of an RRC Form P-17/17A or a request to utilize gas lift, and process flow diagram(s) showing the unique meter identification number or serial number for all flow meters used to identify a meter in the field and the unique identification number for each piece of major equipment (i.e., pressure vessel, heater treater, compressor, VRU, tank, flare, etc.). **Each facility that commingles production must have: (1) all the Oil (O), Gas (G), and Water (W) meters and/or GLO pre-approved full well stream/multi-phase flow meters (MPFM) necessary for the measurement and allocation of production, (2) all meters necessary to measure lease use volumes (fuel, vent, flare, and instrument gas), (3) lift gas supply and distribution meters and individual well lift gas supply meters, and (4) all sales/custody transfer meters.**

Certifications Form P-17/P-17A District: 08 Permit Number: 10095 Effective Month/Year: 11/2023

- ☒ All State lease oil and gas separators are of ample capacity as required by 31 Texas Administrative Code (TAC) §9.35(a)(2) and the terms of any lease that is the subject of this commingling.
- ☒ If applicable, the appropriate Form P-17 or P-17A has been filed with the Railroad Commission of Texas with respect to all leases associated with this application, and the GLO has been furnished with a copy.
- ☒ All non-sales (e.g., fuel, instrument, vent, flash, flare, and lift gas) dispositions of hydrocarbon are metered as required by 31 TAC §9.35(a)(2) and the terms of any lease that is the subject of this commingling. If any required meters are missing, they will be installed within 12 months of the date of this application.
- ☒ All sales dispositions of hydrocarbon are metered as required by 31 TAC §9.35(a)(2) and pursuant to the terms of any lease that is the subject of this commingling.
- ☒ No material changes to the commingled facility or equipment as represented in this application will be made without prior written permission of the GLO.
- ☒ Where applicable, the Lessee has obtained prior written permission to inject recycled or off-lease gas for secondary or enhanced recovery operations or for gas lift purposes as an artificial lift method, and all gas supply and distribution points are metered per 31 TAC §9.35(a)(2). If gas is not injected into a formation or utilized for gas lift, then leave the check box blank.
- ☒ Lessee requests permission to recycle gas or utilize gas lift pursuant to the terms of each state lease, with all gas supply and distribution points metered, on the following state leases and/or units as follows: 12786
11875 WAS PREVIOUSLY APPROVED
- ☒ I acknowledge and agree that royalty is due on 100% of the hydrocarbons produced from each lease and that the GLO will use molecular (component) balance software to verify the fractionated value of all processed gas. The GLO acknowledges that nothing in this statement is intended to amend or modify any lease that is the subject of this commingling. Gas royalty payment will be due on a molecular balance basis for non-processed gas and processed gas irrespective of the method of allocation I have used to report such production if underpayment is discovered during an audit.

Company Name, Address: ANADARKO E&P ONSHORE LLC, PO BOX 4294, HOUSTON, TX 77210

Responsible Official Name, Title: STEVEN LEUNG, REGULATORY ENGINEER Signature: *Steven Leung*

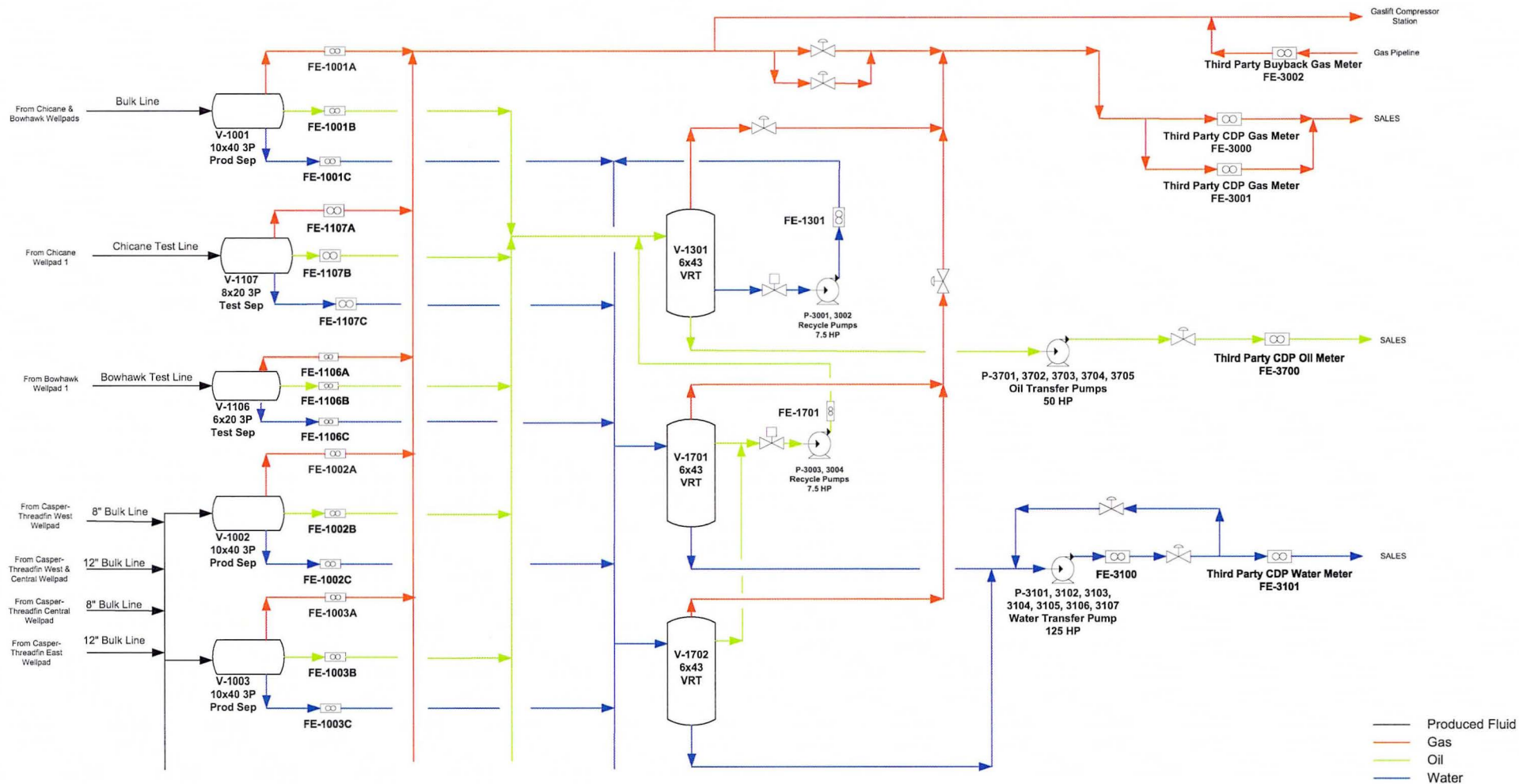
Date: 1/24/24 Phone: (713) 497-2503 Email Address: STEVEN_LEUNG@OXY.COM

GLO Approval by: Matthew T. Scott Signature: *Matthew T. Scott* Date: 1/26/2024

GLO Notes: Surface commingling and gas lift in the GLO Unit 11875 (Chicane State 56-1-43-7), PSA 00518 (Bowhawk 57-2-1-37) INUT 13218, and Unit 12786 (Casper State 57-1-47-11) wells. Production allocation per the two step/two-tier allocation methodology.

REVISION: 4/15/2023

[illegible]



NOTES	REVISION BLOCK						ENGINEERING RECORD	
	NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
	0		IFC	KPG			DRN: KPG	
	1	6/14/23	REVISED FOR THREADFIN TIE-IN	KPG			DES:	
	2	12/21/23	REVISED FOR CASPER TIE-IN	KPG			CHK:	
							APP:	
							AFE:	

Process Flow Diagram
Chicane Tankless 5.0
Reeves County, TX



— Produced Fluid
 — Gas
 — Oil
 — Water

NOTES	REVISION BLOCK						ENGINEERING RECORD	
	NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
	0						DRN:	
							DES:	
							CHK:	
							APP:	
							AFE:	

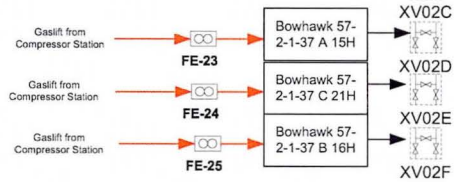
Process Flow Diagram

Chicane Well Pad 1

Reeves County, TX

From Chicane
Well Pad 1

Bulk Line → To Production Separator V-1001
Test Line → To Test Separator V-1106



— Produced Fluid
— Gas
— Oil
— Water

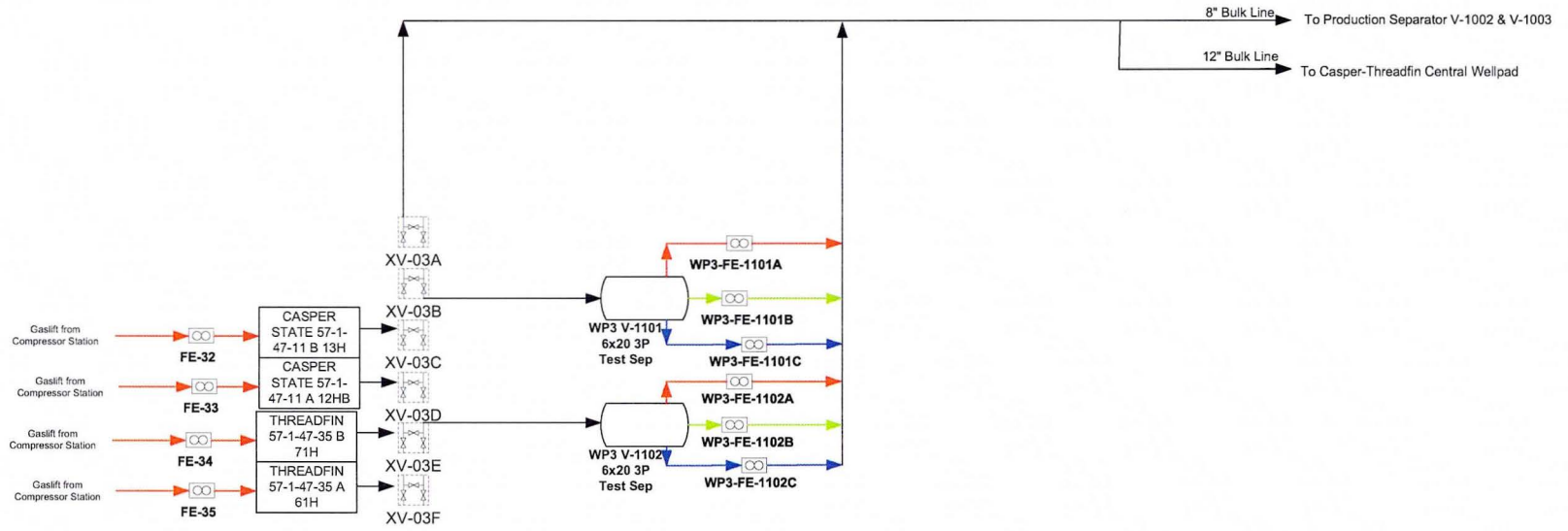
NOTES

REVISION BLOCK

ENGINEERING RECORD

NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
0						DRN:	
						DES:	
						CHK:	
						APP:	
						AFE:	

Process Flow Diagram
Bowhawk Well Pad 1
Reeves County, TX



— Produced Fluid

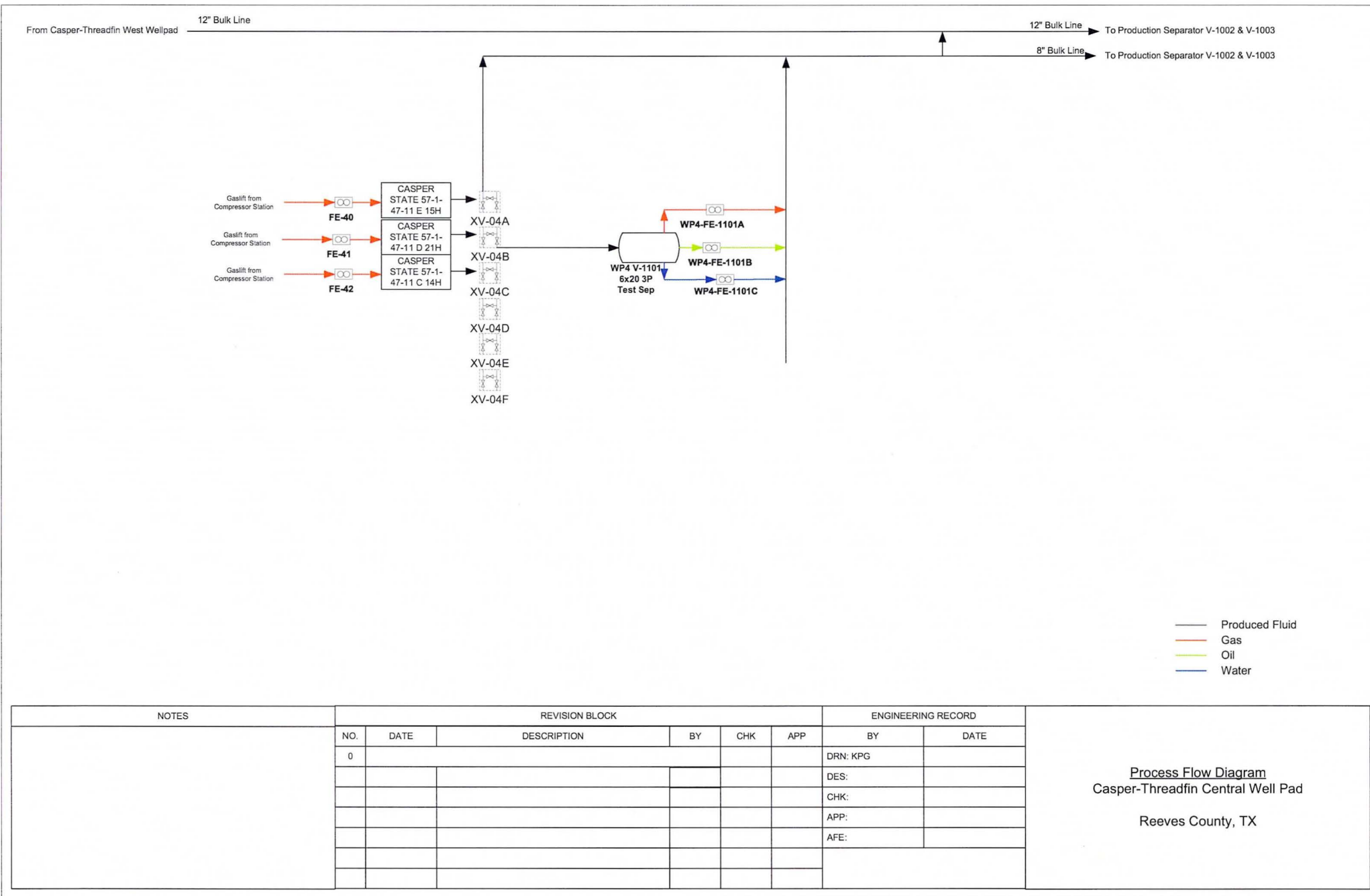
— Gas

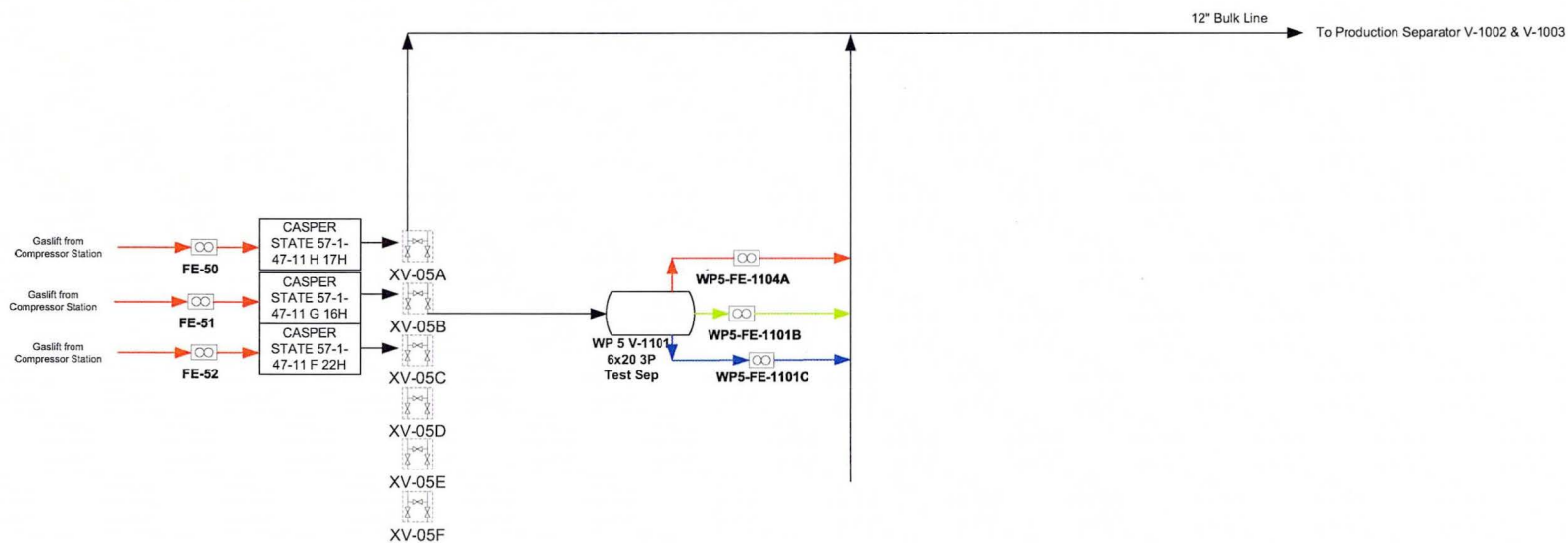
— Oil

— Water

NOTES	REVISION BLOCK						ENGINEERING RECORD	
	NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
	0						DRN: KPG	
							DES:	
							CHK:	
							APP:	
							AFE:	

Process Flow Diagram
Casper-Threadfin West Well Pad
Reeves County, TX

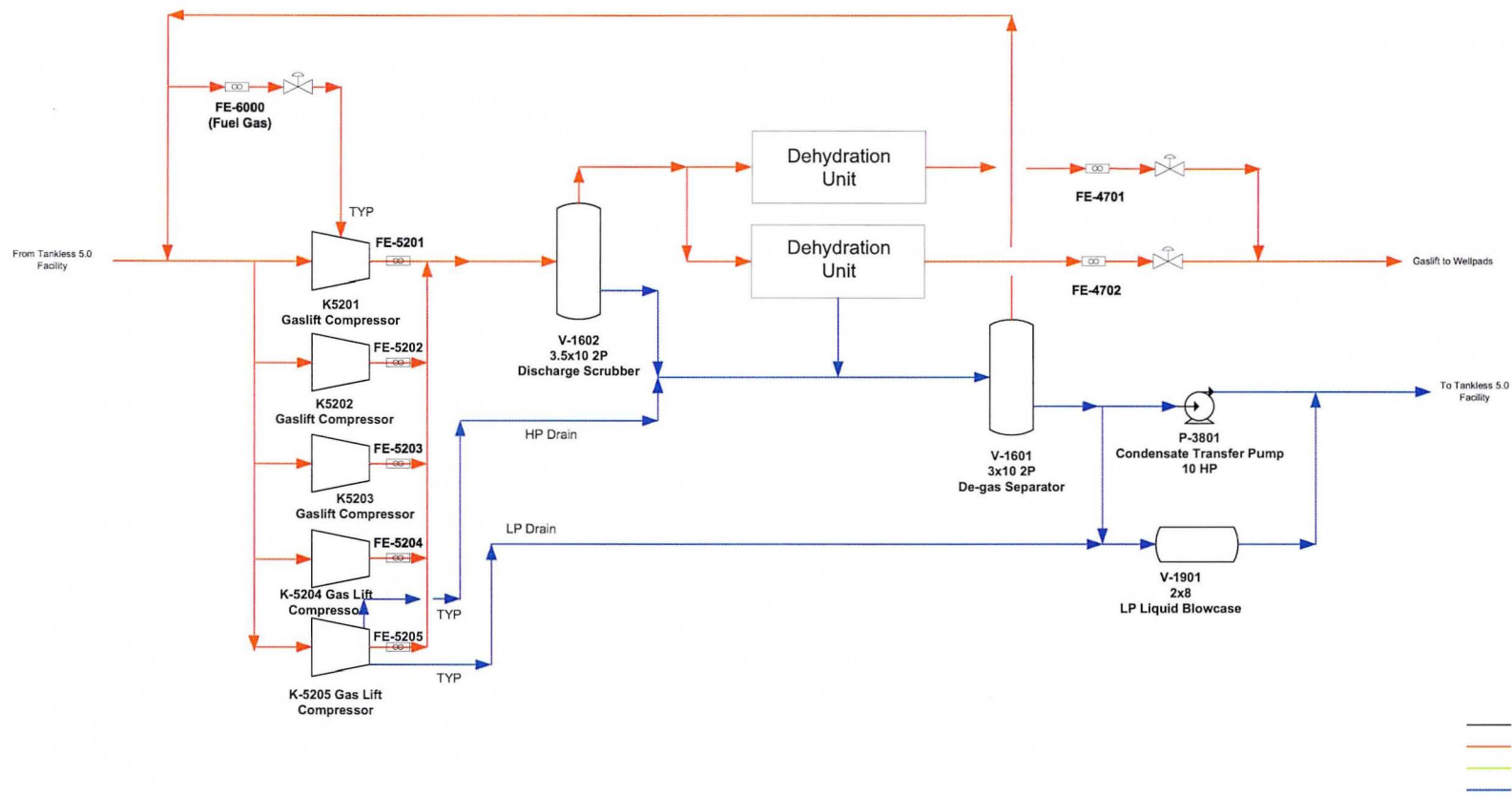




— Produced Fluid
 — Gas
 — Oil
 — Water

NOTES	REVISION BLOCK						ENGINEERING RECORD	
	NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
	0						DRN: KPG	
							DES:	
							CHK:	
							APP:	
							AFE:	

Process Flow Diagram
Casper-Threadfin East Well Pad
 Reeves County, TX



NOTES

REVISION BLOCK

ENGINEERING RECORD

NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
0						DRN:	
						DES:	
						CHK:	
						APP:	
						AFE:	

Process Flow Diagram
Chicane Gas lift Compressor Station

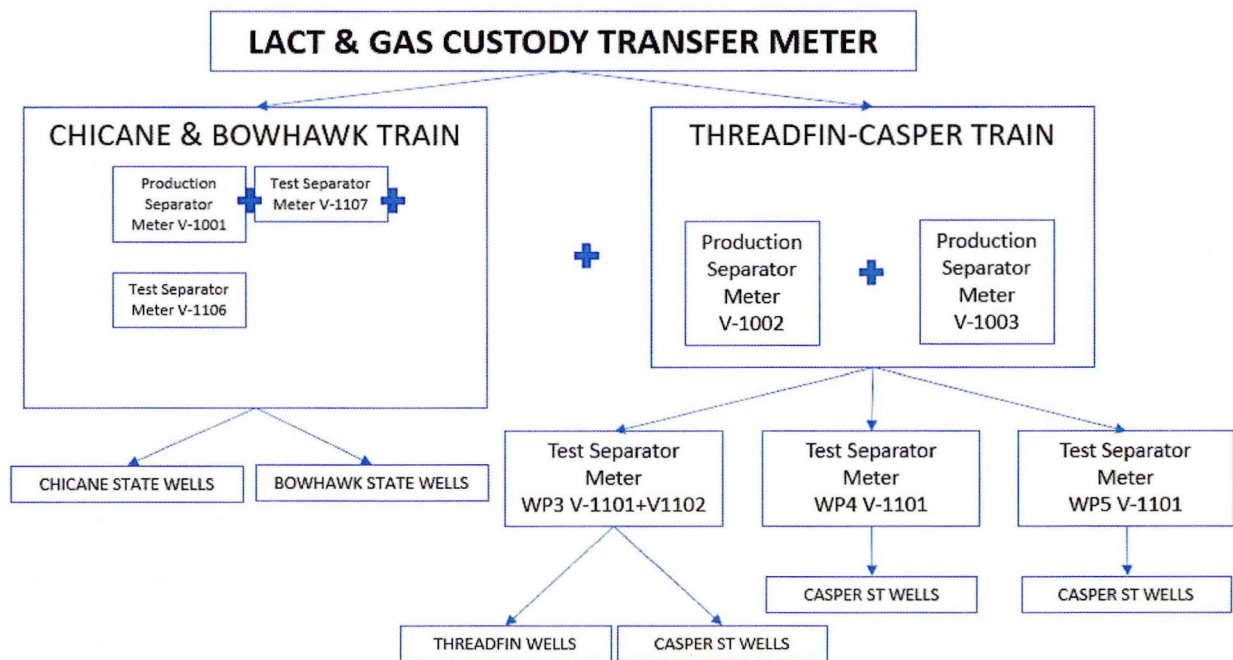
CHICANE – GLO – TWO TIER ALLOCATION

MEASUREMENT

- The facility has (2) separate measurement trains:
 - Train 1: Chicane and Bowhawk
 - (1) Production separator, (2) test separators
 - Train 2: Threadfin and Casper
 - (2) Production separators, (4) test separators
- Oil flows from the individual train separators to shared facility equipment: vapor recovery towers, and LACTs
- Gas flows from the individual train separators to shared facility equipment: vapor recovery towers, and gas sales meters
- Water flows from the individual train separators to shared facility equipment: vapor recovery towers, and water takeaway meters

ALLOCATION

- Oil and gas production are allocated to each train per diagram below
 - Oil and gas custody transfer meters to continuous train meters
 - Continuous train meters to individual wells based on well test





RAILROAD COMMISSION OF TEXAS

1701 N. Congress
P.O. Box 12967
Austin, Texas 78711-2967

Form P-17

Rev. 03/2019

EXCEPTION TO STATEWIDE RULES 26 AND/OR 27
COMMINGLING PERMIT APPLICATION

☐ New
☒ Amended Existing Permit
No. 10095
Effective Month/Year of Requested
Exception: 11 / 2023
District 08
County Reeves

SECTION 1. OPERATOR INFORMATION

Operator Name: Anadarko E&P Onshore LLC Operator P-5 No.: 020508
Operator Address: ATTN KELLEY MONTGOMERY, PO BOX 4294, HOUSTON, TX 77210

SECTION 2. GATHERER (of oil or condensate) INFORMATION (not required if 3b is checked)

Gatherer Name: DBM OIL SERVICES, LLC Gatherer P-5 No.: 195768
Gatherer Address: ATTN JASON PITTMAN 9950 WOODLOCH FOREST DR STE2800, THE WOODLANDS, TX 77380
Gatherer E-mail Address:

(Optional - If provided, e-mail address will become part of this public record.)

SECTION 3. APPLICATION APPLIES TO (CHECK ALL THAT APPLY): ☒ OIL ☒ CASINGHEAD GAS ☒ GAS WELL GAS ☐ CONDENSATE

- a) ☐ Gas well full well stream into common separation and storage facility with liquids reported on Form PR.
b) ☐ Gas well full well stream into a gasoline plant/common separation and storage facility with liquids reported on Form R-3 Serial #_____. (If full well stream is checked, the results of periodic tests to determine the number of stock tank barrels of liquid hydrocarbons recovered per 1,000 standard cubic feet of gas must be reported on Form G-10 in accordance with SWR 55. Attach an explanation of any exceptions to SWR 55.)
c) ☐ Condensate and low-pressure Gas Well Gas are commingled into low-pressure separation and storage facilities.
d) ☒ This request is for off lease: ☒ Storage ☒ Separation ☒ Metering
e) ☒ This exception is for common storage.
f) ☒ This exception is for common separation.
g) ☒ This exception is for casinghead gas metering by: ☐ Deduct Metering ☒ Allocation by well test ☐ Other _____
h) ☒ This exception is for gas well gas metering by: ☐ Deduct Metering ☒ Allocation by well test ☐ Other _____

SECTION 4. NOTICE REQUIREMENTS AND ALLOCATION METHOD.

If you are seeking an exception to Rule 26 or 27 pursuant to subsection (d) of Rule 26, 21-day notice is required and applies to all wells proposed for commingling.

☒ The royalty interests and working interests are not the same with respect to identity and percentage; and the production stream from each tract and each Commission-designated reservoir is not measured separately therefore, I have provided the required 21-day notice pursuant to subsection (d) of Rule 26.

Production will be allocated by: ☐ W-10 (oil) ☐ W-2 retest (oil) ☐ PD Meter (oil & condensate) ☐ G-10 (gas) ☒ Other Well Test _____

SECTION 5. ☐ Any one of the wells proposed for commingling produces from a Commission-designated reservoir for which special field rules regarding surface commingling have been adopted. (Additional notice may be required; see instructions)

SECTION 6. ☐ Wells proposed for commingling have an operator's name other than the applicant listed in SECTION 1. (See instructions)

SECTION 7. ☒ For oil production, the production from all oil wells on each oil lease is to be commingled. (See instructions)

SECTION 8. IDENTIFY LEASES AS SHOWN ON COMMISSION RECORDS (attach additional pages as needed)

DISTRICT	RRC IDENTIFIER	ACTION	LEASE AND FIELD NAME	WELL NO.
08	DP 881913	☒ Existing ☐ Add ☐ Delete	CHICANE STATE 56-1-43-7 A / PHANTOM (WOLFCAMP)	11H / ALL
08	DP 881914	☒ Existing ☐ Add ☐ Delete	CHICANE STATE 56-1-43-7 B / PHANTOM (WOLFCAMP)	12H / ALL
08	DP 881915	☒ Existing ☐ Add ☐ Delete	CHICANE STATE 56-1-43-7 C / PHANTOM (WOLFCAMP)	13H / ALL
08	DP 882409	☒ Existing ☐ Add ☐ Delete	BOWHAWK STATE 57-2-1-37 A / PHANTOM (WOLFCAMP)	15H / ALL

ATTACH ADDITIONAL PAGES AS NEEDED. ☐ No additional pages ☒ Additional pages 1 (# of additional pages)

FEE: \$150 Filing Fee + \$225 Surcharge = \$375 total remittance required (See Statewide Rule 78)

CERTIFICATE: I declare under penalties in Sec. 91.143, Texas Natural Resources Code, that I am authorized to file this application, that this application was prepared by me or under my supervision and direction, and that the data and facts stated therein are true, correct, and complete to be the best of my knowledge. I certify that all requests for related required approvals from other affected state agencies have been submitted and that I understand that any authorization granted by Commission approval of this application is contingent upon the approvals from other affected state agencies being obtained.

Signature _____ Title REGULATORY ENGINEER Date 10/12/23

Operator E-mail Address: _____ Operator Phone No. 713-497-2503
(Optional - If provided, e-mail address will become part of this public record.)

RRC USE ONLYCommingling Permit No. 10095Approval date: 11/2/23

Approved by: _____

FORM P-17 ATTACHMENT

SECTION 8. (CONT'D) IDENTIFY LEASES AS SHOWN ON COMMISSION RECORDS (attach additional pages as needed)

[illegible]



Texas General Land Office
Application to Surface Commingle State Leases

Application Revision
April 15, 2023

Provide a GLO Lease List that includes all applicable mineral lease, GLO pooled unit, PSA, and i-Nut information for all wells in the scope of an RRC Form P-17/17A or a request to utilize gas lift, and process flow diagram(s) showing the unique meter identification number or serial number for all flow meters used to identify a meter in the field and the unique identification number for each piece of major equipment (i.e., pressure vessel, heater treater, compressor, VRU, tank, flare, etc.). **Each facility that commingles production must have: (1) all the Oil (O), Gas (G), and Water (W) meters and/or GLO pre-approved full well stream/multi-phase flow meters (MPFM) necessary for the measurement and allocation of production, (2) all meters necessary to measure lease use volumes (fuel, vent, flare, and instrument gas), (3) lift gas supply and distribution meters and individual well lift gas supply meters, and (4) all sales/custody transfer meters.**

Certifications Form P-17/P-17A District: 08 Permit Number: 10095 Effective Month/Year: 11/2023

- ☒ All State lease oil and gas separators are of ample capacity as required by 31 Texas Administrative Code (TAC) §9.35(a)(2) and the terms of any lease that is the subject of this commingling.
- ☒ If applicable, the appropriate Form P-17 or P-17A has been filed with the Railroad Commission of Texas with respect to all leases associated with this application, and the GLO has been furnished with a copy.
- ☒ All non-sales (e.g., fuel, instrument, vent, flash, flare, and lift gas) dispositions of hydrocarbon are metered as required by 31 TAC §9.35(a)(2) and the terms of any lease that is the subject of this commingling. If any required meters are missing, they will be installed within 12 months of the date of this application.
- ☒ All sales dispositions of hydrocarbon are metered as required by 31 TAC §9.35(a)(2) and pursuant to the terms of any lease that is the subject of this commingling.
- ☒ No material changes to the commingled facility or equipment as represented in this application will be made without prior written permission of the GLO.
- ☒ Where applicable, the Lessee has obtained prior written permission to inject recycled or off-lease gas for secondary or enhanced recovery operations or for gas lift purposes as an artificial lift method, and all gas supply and distribution points are metered per 31 TAC §9.35(a)(2). If gas is not injected into a formation or utilized for gas lift, then leave the check box blank.
- ☒ Lessee requests permission to recycle gas or utilize gas lift pursuant to the terms of each state lease, with all gas supply and distribution points metered, on the following state leases and/or units as follows: 12786
11875 WAS PREVIOUSLY APPROVED
- ☒ I acknowledge and agree that royalty is due on 100% of the hydrocarbons produced from each lease and that the GLO will use molecular (component) balance software to verify the fractionated value of all processed gas. The GLO acknowledges that nothing in this statement is intended to amend or modify any lease that is the subject of this commingling. Gas royalty payment will be due on a molecular balance basis for non-processed gas and processed gas irrespective of the method of allocation I have used to report such production if underpayment is discovered during an audit.

Company Name, Address: ANADARKO E&P ONSHORE LLC, PO BOX 4294, HOUSTON, TX 77210

Responsible Official Name, Title: STEVEN LEUNG, REGULATORY ENGINEER Signature: *Steven Leung*

Date: 1/24/24 Phone: (713) 497-2503 Email Address: STEVEN_LEUNG@OXY.COM

GLO Approval by: _____ Signature: _____ Date: _____

GLO Notes:

File No. MF 115 422

County _____

Commingling 3' Gas Lift Apprvl 1/26/24

Date Filed: 2/20/24

Commissioner Dawn Buckingham, M.D.

By: AT

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
Reeves	2023	2023005347	June 29, 2023/July 29, 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: Wellbore only assignment of working interest. See recorded documents for wellbore details.

Wellbore Assign

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. Anadarko E&P Onshore LLC	Northern Oil and Gas, Inc.	100%	100%	0%
2.				
3.				
4.				

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1. MF-115499	Reeves	57	48	SE/4 NW/4 SE/4 SW/4 SE/4 SE/4 SW/4, SW/4 SW/4 SE/4, SW/4 NE/4 SW/4, N/2 SW/4 SW/4, NE/4 NW/4 SE/4, NE/4 SE/4 SE/4, and West 3 acres of the N/2 SW/4 NE/4 SE/4.	Wolfcamp XYA formation

(see attached for additional leases)

Preparer's Signature

Name (please print)

E-Mail Address

Telephone Number

Title

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.

Northern Oil and Gas, Inc.

Company Name

4350 Baker Rd., Suite 400

Mailing Address

Minnetonka, MN 55343

City/State/Zip

Wellbore

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
2. MF-115567A	Reeves	57	48	192.00 acres, being the SE/4 of the SE/4 of the SE/4, The NW/4 of the SE/4 of the SE/4, The SE/4 of the NE/4 of the SE/4, The SW/4 of the NE/4 of the SE/4 LESS AND EXCEPT the West 3 Acres of the N/2 of the SW/4 of the NE/4 of the SE/4, The NW/4 of the SW/4 of the SE/4, The S/2 of the SE/4 of the SW/4 of the SE/4, The S/2 of the NW/4 of the SE/4, The NW/4 of the NW/4 of the SE/4, The NE/4 of the SE/4 of the SW/4, The SW/4 of the SE/4 of the SW/4, The N/2 of the NW/4 of the SE/4 of the SW/4, The W/2 of the S/2 of the NW/4 of the SE/4 of the SW/4, The E/2 of the NE/4 of the NW/4 of the SW/4, The E/2 of the SE/4 of the NW/4 of the SW/4, The NW/4 of the NW/4 of the SW/4, The W/2 of the NE/4 of the NW/4 of the SW/4, The NW/4 of the NE/4 of the SW/4, The NE/4 of the NE/4 of the SW/4, The SE/4 of the NE/4 of the SW/4, The S/2 of the SW/4 of the SW/4, The SW/4 of the SW/4 of the SE/4 of the SE/4, The N/2 of the SE/4 of the SW/4 of the SE/4.	Wolfcamp XYA formation
3. MF-115498C	Reeves	57	48	2.50 acres, being the SE/4SW/4SE/4SE/4	Wolfcamp XYA formation
4. MF-115424A	Reeves	57	48	20.00 acres, being the N/2NE/4SE/4	Wolfcamp XYA formation
5. MF-115424B	Reeves	57	48	20.00 acres, being the N/2NE/4SE/4	Wolfcamp XYA formation
6. MF-115498D	Reeves	57	48	2.50 acres, being the SE/4SW/4SE/4SE/4	Wolfcamp XYA formation
7. MF-115498A	Reeves	57	48	2.50 acres, being the SE/4SW/4SE/4SE/4	Wolfcamp XYA formation
8. MF-115498B	Reeves	57	48	2.50 acres, being the SE/4SW/4SE/4SE/4	Wolfcamp XYA formation
9. M-115897	Reeves	57	48	10.00 acres, being the SW/4NE/4NE/4	Wolfcamp XYA formation

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
10. M-115898	Reeves	57	48	10.00 acres, being the NE/4NE/4NW/4	Wolfcamp XYA formation
11. M-115899	Reeves	57	48	5.00 acres, being the N/2SW/4SE/4SE/4	Wolfcamp XYA formation
12. MF-115422	Reeves	57	48	300.00 acres, being the N/2, save and except the SW/4NE/4NE/4 and the NE/4NE/4NW/4	Wolfcamp XYA formation
13. MF-115566A	Reeves	57	48	15.00 acres, being the SW/4NW/4SW/4, and the W/2SE/4NW/4SW/4	Wolfcamp XYA formation
14. MF-115566B	Reeves	57	48	15.00 acres, being the SW/4NW/4SW/4, and the W/2SE/4NW/4SW/4	Wolfcamp XYA formation
15. MF-115566C	Reeves	57	48	15.00 acres, being the SW/4NW/4SW/4, and the W/2SE/4NW/4SW/4	Wolfcamp XYA formation

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
16. MF-115567C	Reeves	57	48	192.00 acres, being the SE/4 of the SE/4 of the SE/4, The NW/4 of the SE/4 of the SE/4, The SE/4 of the NE/4 of the SE/4, The SW/4 of the NE/4 of the SE/4 LESS AND EXCEPT the West 3 Acres of the N/2 of the SW/4 of the NE/4 of the SE/4, The NW/4 of the SW/4 of the SE/4, The S/2 of the SE/4 of the SW/4 of the SE/4, The S/2 of the NW/4 of the SE/4, The NW/4 of the NW/4 of the SE/4, The NE/4 of the SE/4 of the SW/4, The SW/4 of the SE/4 of the SW/4, The N/2 of the NW/4 of the SE/4 of the SW/4, The W/2 of the S/2 of the NW/4 of the SE/4 of the SW/4, The E/2 of the NE/4 of the NW/4 of the SW/4, The E/2 of the SE/4 of the NW/4 of the SW/4, The NW/4 of the NW/4 of the SW/4, The W/2 of the NE/4 of the NW/4 of the SW/4, The NW/4 of the NE/4 of the SW/4, The NE/4 of the NE/4 of the SW/4, The SE/4 of the NE/4 of the SW/4, The S/2 of the SW/4 of the SW/4, The SW/4 of the SW/4 of the SE/4 of the SE/4, The N/2 of the SE/4 of the SW/4 of the SE/4.	Wolfcamp XYA formation
17. MF-117099	Reeves	57	48	10.00 acres, being the NE/4SW/4SE/4	Wolfcamp XYA formation
18. MF-117107	Reeves	57	48	15.00 acres, being the SW/4NW/4SW/4, and the W/2SE/4NW/4SW/4	Wolfcamp XYA formation

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
19. MF-115567B	Reeves	57	48	192.00 acres, being the SE/4 of the SE/4 of the SE/4, The NW/4 of the SE/4 of the SE/4, The SE/4 of the NE/4 of the SE/4, The SW/4 of the NE/4 of the SE/4 LESS AND EXCEPT the West 3 Acres of the N/2 of the SW/4 of the NE/4 of the SE/4, The NW/4 of the SW/4 of the SE/4, The S/2 of the SE/4 of the SW/4 of the SE/4, The S/2 of the NW/4 of the SE/4, The NW/4 of the NW/4 of the SE/4, The NE/4 of the SE/4 of the SW/4, The SW/4 of the SE/4 of the SW/4, The N/2 of the NW/4 of the SE/4 of the SW/4, The W/2 of the S/2 of the NW/4 of the SE/4 of the SW/4, The E/2 of the NE/4 of the NW/4 of the SW/4, The E/2 of the SE/4 of the NW/4 of the SW/4, The NW/4 of the NW/4 of the SW/4, The W/2 of the NE/4 of the NW/4 of the SW/4, The NW/4 of the NE/4 of the SW/4, The NE/4 of the NE/4 of the SW/4, The SE/4 of the NE/4 of the SW/4, The S/2 of the SW/4 of the SW/4, The SW/4 of the SW/4 of the SE/4 of the SE/4, The N/2 of the SE/4 of the SW/4 of the SE/4.	Wolfcamp XYA formation

Steptoe & Johnson PLLC
Payee: Texas General Land Office
Vendor ID: 42636-01

Check No: 1835
Date: Sep 28, 2023

Invoice No.	Invoice Date	Client/Matter #	Reference	GL Acct	Amount
CR9761	09/27/23	664540.00030	CRINV BCJ/EMM		475.00

Huntington Bank

Steptoe & Johnson PLLC - Houston

Total: \$ 475.00

Steptoe & Johnson PLLC
Payee: Texas General Land Office
Vendor ID: 42636-01

Check No: 1835
Date: Sep 28, 2023

Invoice No.	Invoice Date	Client/Matter #	Reference	Amount
CR9761	09/27/23	664540.00030	CRINV BCJ/EMM	475.00

24700853

Huntington Bank

Steptoe & Johnson PLLC - Houston

Total: \$ 475.00

Steptoe & Johnson PLLC

1780 Hughes Landing Blvd.
Suite 750
The Woodlands, TX 77380
304-933-8000

1835

044000024

24700853

Date 09/28/2023
Check # 1835

Pay
Exactly Four Hundred Seventy-Five and 00/100 Dollar(s)

Amount
\$ *****475.00

TO THE ORDER OF
Texas General Land Office
1700 Congress Avenue
Austin, TX 78701-1495

Void After 180 Days

[Signature]

AUTHORIZED
SIGNATURE

179
001835

WELLBORE ASSIGNMENT AND BILL OF SALE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTIES OF §
LOVING & REEVES §

THIS WELLBORE ASSIGNMENT AND BILL OF SALE ("*Assignment*"), dated effective as of July 29, 2022 (the "*Effective Date*"), is from ANADARKO E&P ONSHORE LLC, whose address is 5 Greenway Plaza, Suite 110, Houston, Texas 77046 ("*Assignor*"), to NORTHERN OIL AND GAS, INC., whose address is 4350 Baker Road, Suite 400, Minnetonka, Minnesota 55343 ("*Assignee*").

This Assignment is made pursuant to and subject to the terms and conditions of that certain unrecorded Agreement for Purchase of Wellbore Interests between Assignor and Assignee dated effective as of July 29, 2022 (the “**Agreement**”), the terms of which are hereby incorporated by reference. Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby SELLS, ASSIGNS, TRANSFERS, GRANTS, BARGAINS, and CONVEYS to Assignee, effective as of the Effective Date, the Wellbore Interests. As used herein, "**Wellbore Interests**" means, collectively, the "**Assigned Interest**" (as set forth, respectively on Exhibit A-1) as of the Effective Date in and to each of the following: (i) the wells set forth on Exhibit A-1 attached hereto and made a part hereof (each such well, individually, a "**Well**" and collectively, the "**Wells**") INsofar AND ONLY INsofar as such interests pertain to the Assigned Formation; (ii) any equipment, materials, and other personal property located in or on such Wells to the extent used or held for use solely in connection with or for the benefit of such Wells, and (iii) to the extent they may be assigned, those contracts set forth on Exhibit B TO THE EXTENT AND ONLY TO THE EXTENT THAT the Wells and Buyer are bound after Closing (collectively, the "**Contracts**"). The Wellbore Interests shall additionally include, and Assignor further agrees to sell, assign and convey to Assignee, a Working Interest in and to the oil and gas leases set forth on Exhibit A-2, INsofar AND ONLY INsofar as such interest is reasonably necessary to produce, receive, sell, or dispose of hydrocarbon production from a Well as to the Assigned Formation or to plug and abandon same (collectively, the "**Leases**").

Assignor hereby reserves from the Wells the ***“Reserved Override,”*** being an overriding royalty interest in and to the Wells equal to the positive difference (if any) between twenty-five percent (25.00%) and existing burdens of record. It being the intent of the Parties that Assignee receive and obtain a seventy-five percent (75.00%) Net Revenue Interest (proportionately reduced according to the interest of Assignor conveyed herein) in and to the Wells, to be paid from the gross revenues received therefrom.

The Parties acknowledge that the Wellbore Interests are limited to a Working Interest in a Well as to the Assigned Formation only. Assignor is not assigning and excepts and reserves all of

its right, title, and interest in and to a Well as to all depths which such Well may be completed uphole or downhole other than the Assigned Formation.

TO HAVE AND TO HOLD the Wellbore Interests unto Assignee, its successors and assigns, forever, subject to the terms and conditions of this Assignment and Assignor hereby warrants title to the Wellbore Interests by, through and under Assignor but not otherwise.

This Assignment is made pursuant to and subject to the following terms and conditions:

A. Limited Warranty of Title. For eighteen (18) months after the Closing Date, Assignor warrants title to the Wellbore Interests unto Assignee against adverse, lawful claims of all parties claiming, by, through or under Assignor, but not otherwise. OTHER THAN THIS SPECIAL WARRANTY OF TITLE, ALL COVENANTS OR WARRANTIES IMPLIED BY STATUTE OR LAW OR BY THE USE OF THE WORDS "SELLS," "ASSIGNS," "TRANSFERS," "GRANTS," OR "CONVEYS," OR OTHER WORDS OF GRANT ARE HEREBY EXPRESSLY WAIVED AND DISCLAIMED BY THE PARTIES.

B. Assumed Liabilities. Assignee hereby assumes and agrees to timely perform, pay, and discharge (or cause to be timely performed, paid, or discharged) all of the Assumed Liabilities, subject to the terms and conditions of the Agreement.

C. Excluded Assets. Notwithstanding anything to the contrary, the Wellbore Interests shall not include, and Assignor specifically excludes from this transaction and retains any and all right, title, and interest of the Assignor to the following (collectively, the "Excluded Assets"):

- i. all of Assignor's remaining right, title and interest in, to and under the Wells, the equipment, materials, and other personal property associated therewith;
- ii. fee surface and mineral rights and interests;
- iii. the Wells as to all depths other than the Assigned Formation, and all other existing or future wells on or located in the Lands, in each case, together with all hydrocarbons produced therefrom;
- iv. leasehold interests covering any part or portion of the Lands, EXCEPT TO THE EXTENT reasonably necessary to produce, receive, sell, or dispose of hydrocarbon production from a Well as to the Assigned Formation or to plug and abandon same;
- v. the right to drill additional wells within the Lands or lands covered by the drilling or pooled unit attributable to the Wells, or to include such Lands in a drilling or pooled unit attributable to additional wells;
- vi. royalty, overriding royalty, and non-participating royalty interests measured by or payable out of production from the Wells;

- vii. all of Assignor's rights and interests to the Third-Party Non-Consent Interests (if any), whenever arising, whether before on, or after the Effective Date;
- viii. all properties and interests not specifically described or included in the definition of Wellbore Interests; and
- ix. the Reserved Override.

For the avoidance of doubt, Assignor and Assignee agree and acknowledge that (i) this Assignment is limited solely to the Wells listed on Exhibit A-1, INsofar AND ONLY INsofar as such interests pertain to the Assigned Formation, together with the Wellbore Interests related thereto, (ii) no interest in any oil and gas lease, or any asset owned by Assignor other than the Wellbore Interests, is being assigned and transferred by Assignor in this Assignment (EXCEPT TO THE EXTENT reasonably necessary to produce, receive, sell, or dispose of hydrocarbon production from a Well as to the Assigned Formation or to plug and abandon same), and (iii) Assignor expressly excepts and reserves all right, title and interest in and to all other existing or future wells, except for the Wells, and all production and all equipment associated therewith.

D. Existing Burdens. This Assignment is subject to, and Assignee agrees to be bound by and assume its proportionate share of all of the Existing Burdens on the Wells. As used herein, "Existing Burdens" means all royalties, overriding royalties, production payments, net profits obligations, carried working interests, and all other burdens upon, measured by, or payable out of production from the Wellbores, which exist of record as of the Effective Date.

E. DISCLAIMERS. EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE AND EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, ASSIGNOR CONVEYS THE WELLBORE INTERESTS AS-IS, WHERE-IS AND WITH ALL FAULTS AND EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY OF (A) MERCHANTABILITY, (B) FITNESS FOR A PARTICULAR PURPOSE, (C) TITLE, (D) CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, AND (E) FREEDOM FROM REDHIBITORY VICES OR DEFECTS.

F. Successors and Assigns; Preferential Right of Assignor.

1. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns. Notwithstanding the preceding sentence, (a) until the Carry Costs have been paid in full, Assignee shall not assign the Wellbore Interests or any of its rights under the Agreement or this Assignment or delegate any obligation thereunder or hereunder without Assignor's prior written consent, which consent may be withheld for any reason, and (b) after the Carry Costs have been paid in full, Assignee may not assign any of its rights under the Agreement or

this Assignment without Assignor's prior written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this section shall be void *ab initio*. Subject to Section F.2 below, if Assignor consents to any assignment of the Wellbore Interests, including Assignee's rights under the Agreement, Assignee and its assignee or assignees will be jointly and severally liable for the Assumed Liabilities that have accrued as of the date of the applicable assignment.

2. If, at any time, Assignee desires to sell or otherwise transfer all or any part of the Wellbore Interests, it shall promptly give written notice to Assignor, with full information concerning its proposed disposition, which shall include the name and address of its prospective purchaser (who must be ready, willing and able to purchase), the proposed consideration, a legal description sufficient to identify the part or portion of the Wellbore Interests, and all other terms of the offer. Assignor shall then have a preferential right, for a period of ten (10) days after the notice is delivered, to purchase for the stated consideration on the same terms and conditions the interest which Assignee then proposes to sell. If this preferential right is exercised, Assignee and Assignor shall use commercially reasonable efforts to close such transaction within thirty (30) days thereafter.

G. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.

H. Recording. Assignee shall be responsible for filing and recording this Assignment and for all costs and fees associated therewith. Following recording, Assignee shall promptly furnish Assignor with a photocopy of this recorded Assignment.

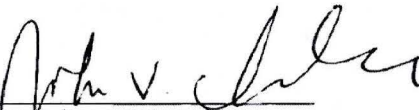
I. Agreement. The terms of this Assignment are not intended to merge with or into the Agreement, which shall survive the execution and delivery of this Assignment. The terms of this Assignment are not intended to, and do not, in any manner enlarge, diminish or modify the rights, obligations, representations, warranties and/or covenants of the Parties, or any conditions, limitations or restrictions, under the Agreement. In the event of a conflict between the terms and conditions of this Assignment and the Agreement, the terms and conditions of the Agreement will prevail and control to the extent of such conflict. Further, this Assignment is made, and Assignee expressly takes assignment of and accepts the Wellbore Interests, subject to all of the terms, covenants, and conditions set forth in the JOA, as such term is defined in the Agreement.

[Signature pages follow]

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Date.

ASSIGNOR:

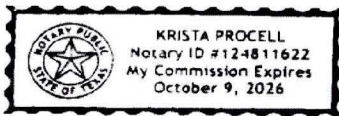
ANADARKO E&P ONSHORE LLC

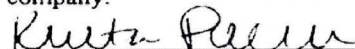
By: 
Name: John V. Schneider
Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 29, 2023, by John V. Schneider, Attorney-in-Fact of ANADARKO E&P ONSHORE LLC, a Delaware limited liability company, on behalf of said limited liability company.




Notary Public in and for the State of Texas

My commission expires:

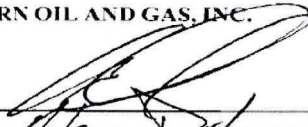
10/9/26

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Date.

ASSIGNEE:

NORTHERN OIL AND GAS, INC.

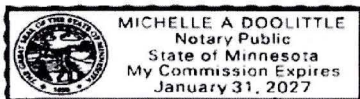
By:
Name:
Title:


Adam Dirlam
President

ACKNOWLEDGMENT

STATE OF Minnesota §
COUNTY OF Hennepin §

The instrument was acknowledged before me on this 29th day of June, 2023, by Adam Dirlam, as President, for Northern Oil, a Delaware Corporation and Gas, Inc.



Michelle Doolittle
Notary Public

My commission expires:

January 31st 2027

EXECUTED on the dates contained in the acknowledgments of this instrument, to be effective for all purposes as of the Effective Date.

ASSIGNOR:

ANADARKO E&P ONSHORE LLC

By: _____
Name: John V. Schneider
Title: Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2023, by John V. Schneider, Attorney-in-Fact of ANADARKO E&P ONSHORE LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

My commission expires:



EXHIBIT A-1

ATTACHED TO AND MADE A PART OF THAT CERTAIN
WELLBORE ASSIGNMENT AND BILL OF SALE BY AND BETWEEN
ANADARKO E&P ONSHORE LLC, AS ASSIGNOR, AND NORTHERN OIL AND GAS, INC., AS ASSIGNEE

WELLS

The following Wells:

Well	API#	Assigned Interest	Assigned Formation
Threadfin 57-1-47-35 A 61H	42-389-40538	40.150000% of 8/8ths	*2 nd Bone Spring Sand
Threadfin 57-1-47-35 B 71H	42-389-40539	40.150000% of 8/8ths	3 rd Bone Spring Lime
Bowhawk State 57-2-1-37 A 15H	42-389-40126	26.800000% of 8/8ths	Wolfcamp XYA
Bowhawk State 57-2-1-37 B 16H	42-389-40127	26.800000% of 8/8ths	Wolfcamp XYA
Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40128	26.800000% of 8/8ths	Wolfcamp XYA
Thresher 54-1-17 12H	Pending	4.750000% of 8/8ths	Wolfcamp Y/A

Thresher 54-1-17 13H	Pending	4.750000% of 8/8ths	Wolfcamp Y/A
Thresher 54-1-17 14H	Pending	4.750000% of 8/8ths	Wolfcamp Y/A
Thresher 54-1-17 15H	Pending	4.750000% of 8/8ths	Wolfcamp Y/A
Thresher 54-1-17 16H	Pending	4.750000% of 8/8ths	Wolfcamp Y/A
Thresher 54-1-17 17H	Pending	4.750000% of 8/8ths	Wolfcamp Y/A
Thresher 54-1-17 61H	Pending	4.750000% of 8/8ths	**2 nd Bone Spring Sand
Thresher 54-1-17 62H	Pending	4.750000% of 8/8ths	**2 nd Bone Spring Sand
Thresher 54-1-17 63H	Pending	4.750000% of 8/8ths	**2 nd Bone Spring Sand
Thresher 54-1-17 64H	Pending	4.750000% of 8/8ths	**2 nd Bone Spring Sand

***2nd Bone Spring Sand Formation:** The "2nd Bone Spring Sand Formation" as used in this Agreement shall mean the stratigraphic equivalent of the top of the 2nd Bone Spring Sand Formation and the top of the 3rd Bone Spring Lime Formation as such formation is shown on the log of the Casper 57-1-47 1H Well, API # 42-389-34248, being 8,260' and 8,844' TVD, respectively.

****2nd Bone Spring Sand Formation:** The 2nd Bone Spring Sand Formation as used in this Agreement shall mean the stratigraphic equivalent of the interval between 9,906' and 10,482' MD in the Thresher 54-1-7 #1H well (API# 42-301-33019) as shown on that Gamma Ray log dated 3/5/2017, run by Schlumberger, located in Section 7, Block 54, Township 1 South, Loving County, Texas.



3rd Bone Spring Lime Formation: The "3rd Bone Spring Lime Formation" as used in this Agreement shall mean the stratigraphic equivalent of the top of the 3rd Bone Spring Lime Formation and the top of the 3rd Bone Spring Sand Formation as such formation is shown on the log of the Casper 57-1-47 1H Well, API # 42-389-34248, being 8,844' and 9,448' TVD, respectively.

Wolfcamp Y/A Formation: The Wolfcamp Y/A Formation as used in this Agreement shall mean the stratigraphic equivalent of the interval between 11,615' and 12,020' MD in the Thresher 54-1-7 #1H well (API# 42-301-33019) as shown on that Gamma Ray log dated 3/21/2017, run by Schlumberger, located in Section 7, Block 54, Township 1 South, Loving County, Texas.

Wolfcamp XYA Formation: The "Wolfcamp XYA Formation" as used in this Agreement shall mean the stratigraphic equivalent of those depth lying between 9,846' and 10,313' as shown on the log of the Bowfin State 57-1-48 Unit 2H Well, API # 42-389-37327.



EXHIBIT A-2

ATTACHED TO AND MADE A PART OF THAT CERTAIN
WELLBORE ASSIGNMENT AND BILL OF SALE BY AND BETWEEN
ANADARKO E&P ONSHORE LLC, AS ASSIGNOR, AND NORTHERN OIL AND GAS, INC., AS ASSIGNEE

LEASES

The following Leases, INSOFAR AND ONLY INSOFAR as the interests in such Leases are reasonably necessary to produce, receive, sell, or dispose of hydrocarbon production from a Well as to the Assigned Formation (as set forth on Exhibit A-1) or to plug and abandon same

APC LEASE #	LESSOR	LESSEE	LEASE DATE	INSTRUMENT NUMBER	VOLUME	PAGE	COUNTY	STATE	WELLBORE	WELLBORE API NO.
1360832000	CHEVRON U.S.A. INC. (CASPER LEASE)	ANADARKO E&P ONSHORE LLC	11/15/2014	2016-0237	-	-	Loving	Texas	Threadfin 57-1-47-35 A 61H Threadfin 57-1-47-35 B 71H Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40538 42-389-40539 42-389-40126 42-389-40127 42-389-40128
				15-11836	1220	332	Reeves			
1326604000	CHEVRON U.S.A. INC. (THRESHER LEASE)	ANADARKO E&P ONSHORE LLC	10/10/2012	2013-0709	-	-	Loving	Texas	Thresher 54-1-17 12H Thresher 54-1-17 13H Thresher 54-1-17 14H Thresher 54-1-17 15H Thresher 54-1-17 16H Thresher 54-1-17 17H Thresher 54-1-17 61H Thresher 54-1-17 62H Thresher 54-1-17 63H Thresher 54-1-17 64H	Pending Pending Pending Pending Pending Pending Pending Pending Pending Pending
1357283000	RED BLUFF WATER POWER CONTROL DISTRICT	GP II ENERGY INC.	5/1/2013	-	1001	185	Reeves	Texas	Threadfin 57-1-47-35 A 61H Threadfin 57-1-47-35 B 71H	42-389-40538 42-389-40539

1369769000	LESTER DAVIS ET AL.	RALPH C. HART	2/5/1953		151	138	Reeves	Texas	Threadfin 57-1-47-35 A 61H Threadfin 57-1-47-35 B 71H	42-389-40538 42-389-40539
1365636000	ST TX & CHARLENE SHELTON	PETROHAWK PROPERTIES LP	5/15/2013	-	1007	727	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128
1365700000	ST TX & COX FAMILY TRUST	PETROHAWK PROPERTIES LP	6/13/2013	-	1010	375	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128
1365709000	ST TX & JOHN E BLEY	PETROHAWK PROPERTIES LP	6/10/2013	-	1010	383	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128
1365647000	ST TX & JOHN RICHARD SAMUEL	PETROHAWK PROPERTIES LP	5/15/2013	-	1007	734	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128
1365729000	ST TX & MARGARET HALL SAMUEL	PETROHAWK PROPERTIES LP	6/25/2013	-	1014	535	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128
1365716000	ST TX & ROBERT M BLEY	PETROHAWK PROPERTIES LP	6/10/2013	-	1010	392	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128
1365649000	ST TX & STEPHEN CHOATE	PETROHAWK PROPERTIES LP	6/10/2013	-	1007	769	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H	42-389-40126 42-389-40127 42-389-40128



									Bowhawk State 57-2-1-37 C 17H (aka 21H)	
1365650000	ST TX & WILLIAM CHOATE	PETROHAWK PROPERTIES LP	6/10/2013	-	1007	776	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128
1365732000	ST TX M-115897 (PSL)	BHP BILLITON PETROLEUM PROPERTIES LP	10/1/2013	-	1037	719	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128
1365735000	ST TX M-115898 (PSL)	BHP BILLITON PETROLEUM PROPERTIES LP	10/1/2013	-	1037	725	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128
1365738000	ST TX M-115899 (PSL)	BHP BILLITON PETROLEUM PROPERTIES LP	10/1/2013	-	1037	731	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128
1159570000	ST TX MF-115422 & RED BLUFF WPCD	GP II ENERGY INC	5/1/2013	-	1007	178	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128
1365725000	ST TX MF-115566A & R B MCGOWEN JR	PETROHAWK PROPERTIES LP	3/13/2013	-	1010	406	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128
1365720000	ST TX MF-115566B & RUSSELL B JERRY MCGOWEN III	PETROHAWK PROPERTIES LP	6/13/2013	-	1010	399	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H	42-389-40126 42-389-40127 42-389-40128



									Bowhawk State 57-2-1-37 C 17H (aka 21H)	
1365728000	ST TX MF-115566C & JACK LOUIS MCGOWEN	PETROHAWK PROPERTIES LP	6/13/2013	-	1010	420	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128
1365553000	ST TX MF-115567C & LORI ANN LEWIS	BHP BILLITON PETROLEUM PROPERTIES LP	8/29/2013	-	1029	496	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128
1365550000	ST TX MF-117099 & ALEXIS ESCHSTRUTH	BHP BILLITON PETROLEUM PROPERTIES LP	8/13/2013	-	1029	284	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128
1365557000	ST TX MF-117107 & MCDONNOLD FAMILY P'SHIP LP	BHP BILLITON PETROLEUM PROPERTIES LP	9/16/2013	-	1031	172	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128
1365731000	ST TX MF-131773 & DORR PETROLEUM LAND MGMT.	PETROHAWK PROPERTIES LP	6/4/2013	-	1014	544	Reeves	Texas	Bowhawk State 57-2-1-37 A 15H Bowhawk State 57-2-1-37 B 16H Bowhawk State 57-2-1-37 C 17H (aka 21H)	42-389-40126 42-389-40127 42-389-40128



EXHIBIT B

ATTACHED TO AND MADE A PART OF THAT CERTAIN
AGREEMENT FOR PURCHASE OF WELLBORE INTERESTS
BY AND BETWEEN ANADARKO E&P ONSHORE LLC, AS SELLER, AND
NORTHERN OIL AND GAS, INC., AS BUYER

CONTRACTS

1. That certain Gas Gathering Agreement dated effective January 1, 2018, by and between Delaware Basin Midstream, LLC and Anadarko E&P Onshore LLC.
2. That certain Wastewater Gathering and Disposal Agreement dated effective July 1, 2018, by and between APC Water Holdings 1, LLC and Anadarko E&P Onshore LLC.
3. That certain Transportation Services Agreement dated effective January 1, 2018, by and between DBM Oil Services, LLC and Anadarko E&P Onshore LLC.
4. That certain Gas Processing Agreement dated effective January 1, 2018, by and between Delaware Basin Midstream, LLC and Anadarko E&P Onshore LLC.
5. That certain Letter Agreement – Split Connects dated September 26, 2016, by and between Seller and SWEPI LP.

Reeves County
Evangelina N. Abila
Reeves County Clerk

Instrument Number: 2023005347

eRecording - Real Property

ASSIGNMENT

Recorded On: July 21, 2023 04:17 PM

Number of Pages: 16

" Examined and Charged as Follows: "

Total Recording: \$82.00

***** 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: 2023005347
Receipt Number: 20230721000037
Recorded Date/Time: July 21, 2023 04:17 PM
User: Rebecca G
Station: CLERK07

Record and Return To:

CSC



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.

Evangelina N. Abila
Reeves County Clerk
Reeves County, TX

Evangelina N. Abila

2024

File No. MF 115422
Reeves County

Date Filed: 6-26-2024
Commissioner Dawn Buckingham, M.D.
By: Patrick Forbis